

(1) Accounts respecting the Annual Revenues and Disbursements, Trade and Sales of the East India Company for the years 1821 to 1824 together with Estimate for 1824-25.

X7:87.2.M2

A825

(2) East India Accounts - (1) Annual Account made up to the 1st day of May 1826; (2) New or increased salaries, Establishments, etc.

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A826

(3) Accounts relating to persons sent to India, etc. 1826

X7:87.2.M2

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(4) Papers relating to East India Affairs, viz Regulations passed by the Govts of Bengal, Fort St. George, & Bombay in the years 1823 & 1824

Z2:4

Z:1824

(5) Papers relating to the Island of

Shraponee. 1826. V2, L:8.262LS

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(6) Twenty-second report of the Carnatic Commissioners. 1826. V2, L:8.2154

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(7) The second Report of the Tanjore Commissioners. 1826.

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(8) Papers relating to the Case of

M<sup>r</sup>. Bishop Bennett. 1822-1826.

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(12) Accounts and Papers on East-India Affairs  
see vol. 1826.

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ACCOUNTS AND PAPERS

ON EAST INDIA AFFAIRS:

ONE VOLUME:

RELATING TO

THE EAST INDIA COMPANY'S ANNUAL REVENUES;

REGULATIONS OF THE GOVERNMENTS;

ISLAND OF SHAPOORE;

CARNATIC AND TANJORE DEBTS;

&c.

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Session

2 February - - to - - 31 May,

1826.

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VOL. XXV.

ACCOUNTS AND PAPERS  
ON EAST INDIA AFFAIRS.

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A. C. C. O U N T S,

RESPECTING THE

ANNUAL REVENUES AND DISBURSEMENTS,

TRADE AND SALES,

OF

The East India Company

FOR THREE YEARS,

(1821/22) — (1822/23) — (1823/24)

ACCORDING TO THE LATEST ADVICES,

Together with the latest ESTIMATE of the Same,

(1824/25.)

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Ordered, by The House of Commons, to be Printed,

9 May 1826.

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**LIST of ACCOUNTS presented to the Honourable the House of Commons,  
in obedience to the Act of the 54th George 3d, c. 36, sect. 55.**

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East India House, }  
6th May 1826. }

JAMES C. MELVILL,  
Aud<sup>r</sup> of India Acco<sup>t</sup>

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No. 1.—AN ACCOUNT of the Annual Revenues and Charges of BENGAL  
With an ESTIMATE of

	1821/22.	1822/23.	1823/24.	Per Estimate, 1824/25.
	C <sup>t</sup> R <sup>s</sup>	C <sup>t</sup> R <sup>s</sup>	C <sup>t</sup> R <sup>s</sup>	C <sup>t</sup> R <sup>s</sup>
Mint or Coinage Duties and Profits - - - - -	3,29,551	2,33,974	1,14,953	54,098
Post Office Collections - - - - -	5,79,899	6,10,408	7,67,503	8,12,000
Stamp Duties - - - - -	(*) 15,14,992	15,08,789	15,94,008	15,46,129
Judicial Fees and Fines, and Licences for the Sale of Spirituous Liquors, &c. - - - - -	(*) 5,55,724	5,43,962	6,12,936	5,53,018
Customs in Bengal, Behar, and Orissa - - - - -	(*) 47,90,014	47,68,840	33,28,374	34,56,800
Land and Sayer Revenues of D <sup>o</sup> - D <sup>o</sup> - D <sup>o</sup> - - - - -	3,70,15,034	3,70,59,628	3,64,47,235	3,75,95,600
Benares Revenues, Customs, Judicial Fees, &c. - - - - -	73,63,354	75,31,895	72,36,749	4,02,75,361
Ceded Provinces in Oude, 1801, Revenues, Customs, &c. - - - - -	2,46,09,042	2,40,68,740	2,40,24,793	
Conquered Provinces - 1803/4 - D <sup>o</sup> - - - D <sup>o</sup> - - - - -	1,82,72,761	1,80,63,607	1,83,34,043	
Ceded Territory on the Nerbuddah: Land Revenues, Tributes, &c. - - - - -	60,34,198	60,95,119	54,01,159	57,42,000
Sale of Salt - - - - -	2,06,07,680	2,55,31,957	2,24,68,996	2,11,90,880
Sale of Opium - - - - -	1,12,57,275	1,49,35,545	85,20,416	* 1,36,90,320
Marine: Receipts for Pilotage, Hire of Moorings, &c. - - - - -	4,75,500	8,37,242	2,94,537	2,90,000
<b>TOTAL REVENUES - - - C<sup>t</sup> R<sup>s</sup></b>	<b>13,34,05,024</b>	<b>14,12,89,700</b>	<b>12,91,45,704</b>	<b>13,42,06,200</b>
Or, at 2s. the Current Rupee - £. St <sup>r</sup>	13,340,502	14,128,970	12,914,570	13,420,620
Deduct, CHARGES - - - - -	8,540,182	8,909,165	9,648,290	10,881,138
<b>NET REVENUES - - - £. St<sup>r</sup></b>	<b>4,800,320</b>	<b>5,219,805</b>	<b>3,266,280</b>	<b>2,539,482</b>

(*) Stamp Duties, Lower Provinces, as above	15,14,992	15,08,789	15,94,008	15,46,129
D <sup>o</sup> - - in Western Provinces, in- cluded in Ceded and Conquered - - - - -	620,387	6,50,447	7,08,248	7,27,471
<b>Total Stamp Duties - - - C<sup>t</sup> R<sup>s</sup></b>	<b>21,35,379</b>	<b>21,59,236</b>	<b>23,02,256</b>	<b>22,73,600</b>
(*) Customs, as above - - - - -	47,90,014	47,68,840	33,28,374	34,56,800
D <sup>o</sup> - in Benares - - - - -	8,82,354	9,03,387	7,46,782	33,64,800
D <sup>o</sup> - in Oude - - - - -	11,52,677	10,18,633	9,74,711	
D <sup>o</sup> - in Conquered Provinces - - - - -	19,55,682	17,69,927	17,63,913	
<b>Total Customs - - - C<sup>t</sup> R<sup>s</sup></b>	<b>87,80,727</b>	<b>84,60,787</b>	<b>68,13,780</b>	<b>68,20,800</b>
(c) Judicial, as above - - - - -	5,55,724	5,43,962	6,12,936	5,53,018
D <sup>o</sup> - in Benares - - - - -	14,500	32,773	22,751	22,751
D <sup>o</sup> - in Oude - - - - -	22,780	42,746	42,265	42,265
D <sup>o</sup> - in Conquered Provinces - - - - -	22,780	30,604	25,766	25,766
<b>Total Judicial - - - C<sup>t</sup> R<sup>s</sup></b>	<b>6,15,784</b>	<b>6,50,085</b>	<b>7,03,718</b>	<b>6,43,800</b>

\* The Sums received in 1823/24 and antecedent years, on account of sales of Malwa Opium, were credited in the Bombay Statement. In 1824/25 and subsequent years, the Malwa Opium Account will merge in the Bengal Opium Account.

East India House, }  
6th May 1826. }

(Errors excepted.)

under the respective Heads thereof, for Three Years, according to the latest Advices: same for the succeeding Year.

	1821/22.	1222/23.	1823/24.	Per Estimate, 1824/25.
	C <sup>r</sup> R <sup>s</sup>	C <sup>r</sup> R <sup>s</sup>	C <sup>r</sup> R <sup>s</sup>	C <sup>r</sup> R <sup>s</sup>
Mint Charges - - - - -	2,24,100	2,30,937	1,66,634	1,43,551
Post Office Charges - - - - -	4,81,676	6,85,813	8,87,472	8,35,200
Charges of the Civil Establishments - - - - -	80,04,028	80,80,650	84,11,571	92,16,200
Stamp Office Charges - - - - -	6,16,916	6,75,494	7,32,701	6,84,400
<b>TOTAL CIVIL CHARGES - - - - C<sup>r</sup> R<sup>s</sup></b>	<b>93,26,720</b>	<b>96,72,894</b>	<b>1,01,98,378</b>	<b>1,08,79,351</b>
JUDICIAL CHARGES; viz. Supreme Court of Judicature, and Law Charges incidental to its Establishment - - - - -	5,66,819	4,81,626	4,53,838	4,34,304
Charges of the Sudder and Zillah Courts, and Police Establishment in Bengal, Behar, and Orissa - - - - -	( <sup>a</sup> ) 54,49,848	53,06,562	52,84,632	53,74,976
<b>TOTAL JUDICIAL CHARGES - - - - C<sup>r</sup> R<sup>s</sup></b>	<b>60,16,667</b>	<b>57,88,188</b>	<b>57,38,471</b>	<b>58,09,280</b>
Charges collecting the Customs of Bengal, Behar, and Orissa - - - - -	( <sup>a</sup> ) 7,06,651	6,39,713	6,55,307	7,07,600
Charges on the Revenues of Bengal, Behar, and Orissa, including Stipends to the Nabob and his Family, &c. - - - - -	50,86,547	60,96,960	58,37,564	54,64,760
Benares Charges: Collecting the Revenues and Customs, Judicial, &c. Charges - - - - -	17,70,667	20,30,300	19,72,749	17,18,214
Oude Charges: Collecting - - D <sup>o</sup> - D <sup>o</sup> - D <sup>o</sup> - - - - -	52,23,609	57,20,653	64,85,185	63,81,685
Conquered Provinces: Charges collecting D <sup>o</sup> - D <sup>o</sup> - - - - -	64,62,862	62,31,668	57,68,578	63,97,969
Ceded Territory on the Nerbuddah: Charges - - - - -	13,56,399	10,37,533	9,18,182	9,51,200
Salt: Advances and Charges - - - - -	59,71,710	71,05,539	70,11,386	73,08,000
Opium: - D <sup>o</sup> - - D <sup>o</sup> - - - - -	9,86,722	10,56,786	39,27,714	* 49,99,600
Military Charges - - - - -	3,98,95,849	3,88,91,406	4,17,98,333	5,27,22,000
Buildings and Fortifications - - - - -	13,13,793	36,77,786	49,04,992	40,27,520
Marine Charges - - - - -	12,83,625	11,42,225	12,66,068	14,44,200
<b>TOTAL CHARGES - - - - - C<sup>r</sup> R<sup>s</sup></b>	<b>8,54,01,821</b>	<b>8,90,91,651</b>	<b>9,64,82,907</b>	<b>10,88,11,379</b>
<b>Or, at 2s. the Current Rupee - - - - £. St<sup>s</sup></b>	<b>8,540,182</b>	<b>8,909,165</b>	<b>9,648,290</b>	<b>10,881,138</b>
( <sup>a</sup> ) Customs, as above - - - - -	7,06,651	6,39,713	6,55,307	7,07,600
D <sup>o</sup> - in Benares - - - - -	1,43,395	1,34,815	1,27,708	} 3,09,334
D <sup>o</sup> - in Oude - - - - -	1,91,409	1,71,377	2,22,894	
D <sup>o</sup> - in Conquered Provinces - - - - -	1,60,477	1,59,761	1,59,497	
<b>Total Customs - - - - C<sup>r</sup> R<sup>s</sup></b>	<b>12,01,932</b>	<b>11,05,666</b>	<b>11,65,406</b>	<b>11,71,600</b>
( <sup>a</sup> ) Judicial, as above - - - - -	54,49,848	53,06,562	52,84,633	53,74,976
D <sup>o</sup> - in Benares - - - - -	6,96,355	6,61,911	8,14,913	7,34,280
D <sup>o</sup> - in Oude - - - - -	17,59,537	18,75,171	18,11,070	18,57,933
D <sup>o</sup> - in Conquered Provinces - - - - -	10,12,628	10,42,315	9,89,155	10,17,706
<b>Total Judicial - - - - C<sup>r</sup> R<sup>s</sup></b>	<b>87,42,264</b>	<b>87,62,871</b>	<b>88,99,771</b>	<b>89,84,895</b>

JAMES C. MELVILL,

Aud<sup>r</sup> of India Acco<sup>ts</sup>.

## No. 2.—A COMPARISON of the Estimated and Actual

REVENUES:	Estimated Amount in 1823/24.	Actual Amount in 1823/24.	Surplus in the Actual Receipts.	Deficiency in the Actual Receipts.
	C' R'	C' R'	C' R'	C' R'
Mint or Coinage Duties and Profits - - - -	1,37,085	1,14,953	- - -	22,132
Post Office Collections - - - - -	5,80,000	7,67,505	1,87,505	—
Stamp Duties - - - - -	15,39,610	15,94,008	54,398	—
Judicial Fees and Fines, and Licences for the Sale of Spirituous Liquors, &c. - - - - -	5,26,077	6,12,936	86,859	—
Customs in Bengal, Behar and Orissa - - - -	42,57,200	33,28,374	- - -	9,28,826
Land and Sayer Revenues of D° - D° - D° - -	3,72,36,000	3,64,47,235	- - -	7,88,765
Benares Revenues, Customs, Judicial Fees, &c. - -		{ 72,36,749 }		
Ceded Provinces in Oude, 1801, Revenues, Customs, &c. }	5,01,53,828	{ 2,40,24,793 }	- - -	5,58,243
Conquered Provinces, 1803/4 - D° - D° - - }		{ 1,83,34,043 }		
Ceded Territory on the Nerbuddah, Land Revenues, Tributes, &c. - - - - - }	57,42,000	54,01,159	- - -	3,40,841
Sale of Salt - - - - -	2,15,47,000	2,24,68,996	9,21,996	—
Sale of Opium - - - - -	1,00,97,800	85,20,416	- - -	15,77,384
Marine: Receipts for Pilotage, Hire of Moorings, &c. -	3,36,400	2,94,537	- - -	41,863
<b>TOTAL REVENUES - - - - C' R'</b>	<b>13,21,53,000</b>	<b>12,91,45,704</b>	<b>12,50,758</b>	<b>42,58,054</b>
Or, at 2s. the Current Rupee - £. St <sup>rs</sup>	13,215,300	12,914,570	125,076	4,25,805
			Net Deficiency of Actual Revenues }	3,00,729
<b>DEDUCT CHARGES - - - - - £.</b>	<b>9,490,772</b>	<b>9,648,290</b>	Net Surplus of Actual Charges }	1,57,510
<b>NET REVENUES - - - - - £. St<sup>rs</sup></b>	<b>3,724,528</b>	<b>3,266,280</b>	Deficiency of Actual Net Re- venue - - - }	<b>458,248</b>

East India House, }  
6th May 1826. }

(Errors excepted.)

## Revenues and Charges of BENGAL, for the Year 1823/24.

	Estimated Amount in 1823/24.	Actual Amount in 1823/24.	Surplus in Actual Charges.	Deficiency in Actual Charges.
	C' R'	C' R'	C' R'	C' R'
<b>CHARGES:</b>				
Mint Charges - - - - -	3,82,800	1,66,634	- - -	2,16,166
Post Office Charges - - - - -	5,91,600	8,87,472	2,95,872	—
Charges of the Civil Establishments - - - - -	79,34,168	84,11,571	4,77,403	—
Stamp Office Charges - - - - -	6,38,000	7,32,701	94,701	—
<b>TOTAL CIVIL CHARGES - - - C' R'</b>	<b>95,46,568</b>	<b>1,01,98,378</b>	<b>8,67,976</b>	<b>2,16,166</b>
JUDICIAL CHARGES: viz. Supreme Court of Judicature, and Law Charges incidental to its Establishment - - -	4,64,000	4,53,838	- - -	10,162
Charges of the Sudder and Zillah Courts and Police Establishment in Bengal, Behar and Orissa - - -	53,99,800	52,84,633	- - -	1,15,167
<b>TOTAL JUDICIAL CHARGES - - - C' R'</b>	<b>58,63,800</b>	<b>57,38,471</b>	<b>- - -</b>	<b>1,25,329</b>
CHARGES collecting the Customs of Bengal, Behar and Orissa - - - - -	6,49,600	6,55,307	5,707	—
Charges on the Revenues of Bengal, Behar and Orissa, including Stipends to the Nabob and his Family, &c. - - -	54,40,400	58,37,564	3,97,164	—
Benares Charges: Collecting the Revenues and Customs, Judicial, &c. Charges - - - - -	16,10,370	19,72,749	3,62,379	—
Oude Charges: Collecting D° - D° - D° - - -	63,79,584	64,85,185	1,05,601	—
Conquered Provinces: Collecting D° - D° - D° - - -	62,95,677	57,68,578	- - -	5,27,099
Ceded Territory on the Nerbuddah Charges - - -	10,96,200	9,18,182	- - -	1,78,018
Salt: Advances and Charges - - - - -	50,84,200	70,11,386	9,27,186	—
Opium: D° - - D° - - - - -	66,35,200	39,27,714	- - -	27,07,486
Military Charges - - - - -	3,96,58,080	4,17,98,333	21,40,253	—
Buildings and Fortifications - - - - -	43,60,440	49,04,992	5,44,552	—
Marine Charges - - - - -	12,87,600	12,66,068	- - -	21,532
<b>TOTAL CHARGES - - - - - C' R'</b>	<b>9,49,07,719</b>	<b>9,64,82,907</b>	<b>53,50,818</b>	<b>37,75,630</b>
Or, at 2s. the Current Rupee - - - £. St <sup>rs</sup>	9,490,772	9,648,290	535,082	377,563
			Net Surplus of } Actual Charges } £.	157,519

JAMES C. MELVILL,  
Aud' of India Acco<sup>ts</sup>.

No. 3.—AN ACCOUNT of the Revenues and Charges of FORT SAINT GEORGE,  
With an ESTIMATE of the

	1821/22.	1822/23.	1823/24.	Estimate, 1824/25.
Mint Duties - - - - -	Pagodas 32,041	Pagodas 53,903	Pagodas 22,371	Pagodas 28,572
Post Office Collections - - - - -	61,457	62,223	73,086	75,714
Stamp Duties - - - - -	1,61,859	1,54,166	1,55,850	1,49,503
Judicial Fees, Fines, &c. - - - - -	38,239	48,124	41,230	40,000
Farms, and Licences of exclusive Privileges of Ancient Possessions - - - - -	( <sup>a</sup> ) 2,55,654	2,49,539	2,46,112	2,50,844
Customs of Ancient Possessions - - - - -	( <sup>b</sup> ) 5,66,101	5,45,898	4,78,418	5,01,353
Land Revenue of Ancient Possessions, including the Circars and Jaghire Lands - - - - -	21,50,077	21,92,890	20,79,323	21,68,465
Land Revenues, Customs, &c. from the Carnatic - - - - -	35,47,348	36,61,956	31,84,650	31,99,822
D° - - - D° - - - Tanjore - - - - -	10,11,058	11,46,801	11,62,176	9,96,157
D° - - - D° - - - Ceded and Con- quered Provinces, Mysore, Malabar, &c. - - - - -	28,48,387	28,02,470	28,58,760	28,06,504
D° - - - D° in the Countries ceded by the Nizam - - - - -	18,14,303	16,73,807	20,41,003	15,02,240
Sale of Salt in Ancient Possessions - - - - -	( <sup>c</sup> ) 4,10,336	3,69,894	4,05,331	3,79,516
Subsidy from Mysore - - - - -	7,00,000	7,00,000	7,00,000	7,00,000
D° - - - Travancore - - - - -	2,23,746	2,23,746	2,23,746	2,23,746
D° - - - Cochin - - - - -	53,333	57,143	52,058	62,226
Marine: Receipts from Boats, Lighthouse, &c. - - - - -	18,634	20,464	22,798	17,963
<b>TOTAL REVENUES - Pagodas</b>	<b>1,38,92,573</b>	<b>1,39,63,024</b>	<b>1,37,46,912</b>	<b>1,31,02,625</b>
Or, at 8 s. the Pagoda - £. Sts	5,557,129	5,585,210	5,498,765	5,241,050
<b>Deduct CHARGES - - - £.</b>	<b>5,405,592</b>	<b>5,072,992</b>		
<b>NET REVENUES - - - £.</b>	<b>151,537</b>	<b>512,218</b>		
( <sup>a</sup> ) Farms and Licences, as above - - - - -	2,55,654	2,49,539	2,46,112	2,50,844
D° - D° from the Carnatic - - - - -	1,47,454	1,43,881	1,43,716	1,36,088
D° - D° from Tanjore - - - - -	16,678	18,391	19,208	17,357
D° - D° from the Ceded and Conquered Provinces	1,83,891	1,65,937	1,51,414	1,51,199
D° - D° from Countries ceded by the Nizam - - - - -	2,41,435	2,39,853	2,17,264	2,24,572
<b>Pagodas - - - - -</b>	<b>8,45,112</b>	<b>8,17,601</b>	<b>7,77,714</b>	<b>7,80,000</b>
( <sup>b</sup> ) Customs, as above - - - - -	5,66,101	5,45,898	4,78,418	5,01,353
D° - from the Carnatic - - - - -	3,63,470	3,65,568	3,71,914	3,61,049
D° - from Tanjore - - - - -	1,02,815	1,07,728	1,12,680	1,05,714
D° - from the Ceded and Conquered Provinces - - - - -	3,71,110	3,86,030	3,28,674	3,28,216
D° - from Countries ceded by the Nizam - - - - -	1,73,428	1,56,995	1,42,796	1,35,954
<b>Pagodas - - - - -</b>	<b>15,76,924</b>	<b>15,62,219</b>	<b>14,34,482</b>	<b>14,32,286</b>
( <sup>c</sup> ) Sale of Salt, as above - - - - -	4,10,336	3,69,894	4,05,331	3,79,516
D° - in the Carnatic - - - - -	3,16,801	3,01,698	2,94,589	2,99,912
D° - in Tanjore - - - - -	79,273	69,734	67,692	66,286
D° - in Ceded and Conquered Provinces - - - - -	1,02,808	98,686	1,23,214	1,11,428
<b>Pagodas - - - - -</b>	<b>9,10,218</b>	<b>8,40,012</b>	<b>8,90,826</b>	<b>8,57,142</b>

under the respective Heads thereof, for Three Years, according to the latest Advices :  
same for the succeeding Year.

	1821/22.	1822/23.	1823/24.	Estimate, 1824/25.
Mint Charges - - - - -	Pagodas. 54,810.	Pagodas. 71,347	Pagodas. 62,713	Pagodas. 54,954
Post Office Charges - - - - -	63,944	65,461	66,811	68,572
Charges of the Civil Establishments - - - - -	6,61,224	6,90,109	7,15,333	7,35,267
Stamp Office Charges - - - - -	24,801	25,020	35,291	25,714
<b>TOTAL CIVIL - - -</b>	<b>8,04,779</b>	<b>8,51,937</b>	<b>8,80,148</b>	<b>8,84,507</b>
JUDICIAL CHARGES : viz. Supreme Court of Judicature and Law Charges - - - - -	1,00,859	1,05,369	1,10,750	1,07,630
Charges of the Sudder and Zillah Courts, and Police - - -	(*) 4,99,212	4,62,488	4,79,710	4,78,435
<b>TOTAL JUDICIAL (Ancient Possessions)</b>	<b>6,00,071</b>	<b>5,67,857</b>	<b>5,90,460</b>	<b>5,86,065</b>
CHARGES collecting the Customs in Ancient Possessions D° - D° - Revenues in - - D° - -	(*) 1,74,395 6,54,364	1,57,394 5,76,110	85,411 5,44,377	80,104 5,65,285
Carnatic : Charges collecting the Revenues and Customs, Judicial, &c. Charges - - - - -	11,72,740	11,68,837	10,47,725	10,76,803
Tanjore - - - - - D° - D° - D° -	4,43,306	4,25,924	4,47,950	4,64,784
Ceded and Conquered Provinces D° - D° - D° -	7,53,931	7,93,772	7,76,191	7,19,845
Countries ceded by the Nizam D° - D° - D° -	2,27,802	2,66,537	2,66,584	2,60,567
Salt : Advances and Charges in Ancient Possessions - - -	(c) 1,14,906	1,00,724	1,00,733	88,319
Military Charges - - - - -	83,28,119	73,77,797	78,56,824	93,14,852
Buildings and Fortifications - - - - -	2,05,273	3,59,255	1,21,172	1,11,814
Marine Charges - - - - -	34,294	36,337	31,498	36,886
Redemption of Pesheush by Resident at Hyderabad - - -	-	-	30,03,003	-
<b>TOTAL CHARGES - - - Pagodas</b>	<b>1,35,13,980</b>	<b>1,26,82,481</b>	<b>1,57,52,076</b>	<b>1,41,88,831</b>
r, at 8s. the Pagoda - - - £. Sts	5,405,592	5,072,992	6,300,830	5,675,532
<b>DEDUCT REVENUES - - -</b>			5,498,765	5,241,050
<b>NET CHARGES - - - £.</b>			* 802,065	434,482
(*) Judicial Charges, as above - - - - -	4,99,212	4,62,488	4,79,710	4,78,435
D° - - in the Carnatic - - - - -	1,43,810	1,04,641	1,05,677	94,386
D° - - in the Ceded and Conquered Provinces - - -	1,23,481	1,09,327	91,199	89,160
D° - - in the Countries ceded by the Nizam - - -	82,637	88,237	92,979	92,195
<b>Pagodas - - -</b>	<b>8,49,140</b>	<b>7,64,693</b>	<b>7,68,665</b>	<b>7,54,176</b>
(c) Charges collecting the Customs, as above - - -	1,74,395	1,57,394	85,411	80,104
D° - D° in the Carnatic - - - - -	39,439	32,036	10,562	7,196
D° - D° in Tanjore - - - - -	9,749	9,652	4,186	2,608
D° - D° in the Ceded and Conquered Provinces - - -	60,484	1,09,575	66,686	33,230
D° - D° in the Countries ceded by the Nizam - - -	12,593	5,917	5,214	5,686
<b>Pagodas - - -</b>	<b>2,96,660</b>	<b>3,14,574</b>	<b>1,72,059</b>	<b>1,28,824</b>
(c) Salt : Advances and Charges, as above - - -	1,14,906	1,00,724	1,00,733	88,319
D° - D° in the Carnatic - - - - -	91,207	87,590	78,961	68,357
D° - D° in Tanjore - - - - -	13,489	12,383	18,505	13,621
D° - D° in the Ceded and Conquered Provinces - - -	54,087	42,773	48,037	47,332
<b>Pagodas - - -</b>	<b>2,73,689</b>	<b>2,43,470</b>	<b>2,46,236</b>	<b>2,17,629</b>

\* This Excess of Charge arises from the annual Pesheush, amounting to Rs 6,30,630, having been finally redeemed by the payment to his Highness the Nizam of Rs 1,05,10,510.

JAMES C. MELVILL,  
Aud' of India Acco<sup>ts</sup>.

## No. 4.—A COMPARISON of the Estimated and Actual Revenues

	Estimated Amount in 1823/24.	Actual Amount in 1823/24.	Surplus in Actual Receipts.	Deficiency in Actual Receipts.
REVENUES:	Pagodas.	Pagodas.	Pagodas.	Pagodas.
Mint Duties - - - - -	37,143	22,371	- - -	14,772
Post Office Collections - - - - -	74,286	73,086	- - -	1,200
Stamp Duties - - - - -	1,44,678	1,55,850	11,172	—
Judicial Fees, Fines, &c. - - - - -	45,714	41,230	- - -	4,484
Farms, and Licences of exclusive Privileges of Ancient Possessions - - - - -	2,46,050	2,46,112	62	—
Customs of Ancient Possessions - - - - -	5,50,338	4,78,418	- - -	71,920
Land Revenues of Ancient Possessions, including the Circars and Jaghire Lands - - - - -	22,23,206	20,79,323	- - -	1,43,883
Land Revenues, Customs, &c. from the Carnatic -	36,41,520	31,84,650	- - -	4,56,870
D° - - D° - from Tanjore - - - - -	9,94,101	11,62,176	1,68,075	—
D° - - D° - from the Ceded and Conquered Provinces in Mysore, Malabar, &c. }	27,49,886	28,58,760	1,08,874	—
D° - - D° - in the Countries ceded by the Nizam - - - - -	16,55,510	20,41,003	3,85,493	—
Sale of Salt in Ancient Possessions - - - - -	3,57,559	4,05,331	47,772	—
Subsidy from Mysore - - - - -	7,00,000	7,00,000	—	—
D° - from Travancore - - - - -	2,23,746	2,23,746	—	—
D° - from Cochin - - - - -	57,143	52,058	- - -	5,085
Marine: Receipts for Boats, Lighthouse, &c. - - -	18,457	22,798	4,341	—
<b>TOTAL REVENUES - - - Pagodas</b>	<b>1,37,19,337</b>	<b>1,37,46,912</b>	<b>7,25,789</b>	<b>6,98,214</b>
Or, at 8s. the Pagoda - - £. Sts	5,487,735	5,498,765	290,315	279,286
			Net Surplus of Actual Revenues }	11,029

East India House, }  
6th May 1826. }

(Errors excepted.)

and Charges of FORT SAINT GEORGE, for the Year 1823/24.

	Estimated Amount in 1823/24.	Actual Amount in 1823/24.	Surplus in Actual Charges.	Deficiency in Actual Charges.
	Pagodas.	Pagodas.	Pagodas.	Pagodas.
<b>CHARGES:</b>				
Mint Charges - - - - -	67,786	62,713	- - -	5,073
Post Office Charges - - - - -	66,571	66,811	240	-
Charges of the Civil Establishment - - - - -	6,87,454	7,15,333	27,879	-
Stamp Office Charges - - - - -	21,583	35,291	13,708	-
<b>TOTAL CIVIL CHARGES - Pagodas</b>	<b>8,43,394</b>	<b>8,80,148</b>	<b>41,827</b>	<b>5,073</b>
JUDICIAL CHARGES, &c. Supreme Court of Judicature, and Law Charges - - - - -	1,10,943	1,10,750	- - -	193
Charges of the Sudder and Zillah Courts, and Police -	4,73,227	4,79,710	6,483	-
<b>TOTAL JUDICIAL CHARGES (Ancient Possessions)</b>	<b>5,84,170</b>	<b>5,90,460</b>	<b>6,483</b>	<b>193</b>
CHARGES collecting the Customs, Ancient Possessions -	1,50,607	85,411	- - -	65,196
D° - - D° - - Revenues - D° - - -	5,91,406	5,44,377	- - -	47,029
Carnatic: Charges collecting the Revenues and Customs, Judicial, &c. Charges - - - - -	10,49,465	10,47,725	- - -	1,740
Tanjore - - D° - - D° - - D° - - -	4,46,008	4,47,950	1,942	-
Ceded and Conquered Provinces - - - - -	7,52,994	7,76,191	23,197	-
Countries ceded by the Nizam - - - - -	2,66,561	2,66,584	23	-
Salt: Advances and Charges in Ancient Possessions -	87,273	1,00,733	13,460	-
Military Charges - - - - -	73,64,349	78,56,824	4,92,475	-
Buildings and Fortifications - - - - -	2,00,000	1,21,172	- - -	78,828
Marine Charges - - - - -	31,914	31,498	- - -	416
Redemption of Peshcush - - - - -	30,03,003	30,03,003	-	-
<b>TOTAL CHARGES - - - Pagodas</b>	<b>1,53,71,144</b>	<b>1,57,52,076</b>	<b>5,79,407</b>	<b>1,98,475</b>
Or, at 8s. the Pagoda - - - £. Sts	6,148,458	6,300,830	231,763	79,390
			Net Surplus of Actual Charges -	152,373
			Net Surplus of Actual Revenues	11,029
Deduct REVENUES - - - £.	5,487,735	5,498,765	Surplus in the Actual Net Charges -	141,344
<b>NET CHARGES - - - £.</b>	<b>660,723</b>	<b>802,065</b>		

JAMES C. MELVILL,  
Aud' of India Acco<sup>ns</sup>.



N<sup>o</sup> 5.—AN ACCOUNT of the Revenues and Charges of BOMBAY,  
With an ESTIMATE of the

	1821/22.	1822/23.	1823/24.	Per Estimate, 1824/25.
	Rupess.	Rupess.	Rupess.	Rupess.
Mint Duties - - - - -	41,104	20,663	44,273	30,800
Post Office Collections - - - - -	86,970	95,631	1,00,028	1,39,100
Stamp Duties - - - - -	1,79,026	1,66,991	1,59,984	1,50,000
Judicial Fees, Fines, &c. - - - - -	(*) 8,033	75,385	72,746	92,200
Opium, Sale of, including Malwah Opium consigned to Bengal - - - - -	33,89,333	1,03,00,315	47,11,749	•
Farms, and Licences of exclusive Privilege - - - - -	(*) 6,85,836	6,56,967	6,64,223	6,77,800
Customs of Ancient Possessions - - - - -	(*) 10,28,624	13,47,556	13,56,339	14,51,400
Land Revenues of - D <sup>o</sup> - - - - -	14,70,608	11,54,473	14,67,185	12,14,800
Land Revenues, Customs, Judicial Fees, &c. of Provinces ceded by the Guicowar - - - - -	32,23,488	32,00,739	31,34,354	21,78,100
D <sup>o</sup> - - D <sup>o</sup> - - D <sup>o</sup> - - of Provinces ceded by, and conquered from the Mahrattas - - - - -	1,48,95,251	1,26,55,234	1,28,77,267	1,01,37,900
Marine: Receipts for Hire of Decks, Mooring Chains, &c.	3,76,090	1,29,376	2,15,177	1,34,800
<b>TOTAL REVENUES - - - - R<sup>o</sup></b>	<b>2,53,84,363</b>	<b>2,98,03,330</b>	<b>2,48,03,325</b>	<b>1,62,06,900</b>
Or, at 2s. 3d. the Rupee - £.	2,855,740	2,352,875	2,790,374	1,822,276
(*) Judicial Fees, Fines, &c. as above - - - - -	8,033	75,385	72,746	92,200
- - - D <sup>o</sup> - - Guicowar - - - - -	4,721	7,087	5,040	5,100
- - - D <sup>o</sup> - - Mahrattas - - - - -	36,044	49,239	63,870	33,400
<b>TOTAL JUDICIAL - - - - R<sup>o</sup></b>	<b>48,798</b>	<b>1,31,711</b>	<b>1,41,656</b>	<b>1,30,700</b>
(*) Customs, as above - - - - -	10,28,624	13,47,556	13,56,339	14,51,400
D <sup>o</sup> - Guicowar - - - - -	3,35,952	4,75,554	3,58,554	2,66,600
D <sup>o</sup> - Mahrattas - - - - -	20,69,133	13,50,738	12,54,323	11,51,600
<b>TOTAL CUSTOMS - - - - R<sup>o</sup></b>	<b>24,33,709</b>	<b>31,73,848</b>	<b>29,69,216</b>	<b>28,69,600</b>
(*) Farms and Licences, &c. as above - - - - -	6,85,836	6,56,967	6,64,223	6,77,800
- - - D <sup>o</sup> - - Guicowar - - - - -	1,03,887	1,29,601	1,42,362	1,07,400
- - - D <sup>o</sup> - - Mahrattas - - - - -	13,78,188	12,59,420	13,20,077	12,11,400
<b>TOTAL FARMS and LICENCES - - R<sup>o</sup></b>	<b>21,67,911</b>	<b>20,45,988</b>	<b>21,26,662</b>	<b>19,96,600</b>

\* The Estimated Receipts and Charges on Account Opium, in the Year 1824/25, are included in the Bengal Accounts.

under the respective Heads thereof, for Three Years, according to the latest Advices:  
same for the succeeding Year.

	1821/22.	1822/23.	1823/24.	Per Estimate, 1824/25.
	Rupees.	Rupees.	Rupees.	Rupees.
Mint Charges - - - - -	20,472	38,024	27,983	27,500
Post Office Charges - - - - -	1,30,698	1,28,355	1,16,632	1,46,300
Charges of the Civil Establishment - - - - -	27,12,670	27,55,284	29,80,681	29,09,800
<b>TOTAL - - - - - R<sup>s</sup></b>	<b>28,63,840</b>	<b>29,21,663</b>	<b>31,25,296</b>	<b>30,83,600</b>
<b>JUDICIAL CHARGES of the Ancient Possessions; viz.</b>				
Recorder's Court, and Law Charges - - - - -	1,71,765	2,68,645	2,94,491	3,63,800
Charges of the Sudder and Zillah Courts and Police - - - - -	(*) 2,93,768	2,95,962	3,15,533	3,50,000
<b>TOTAL JUDICIAL - - - - - R<sup>s</sup></b>	<b>4,65,533</b>	<b>5,64,607</b>	<b>6,10,024</b>	<b>7,13,800</b>
<b>CHARGES collecting Customs of Ancient Possessions - - - - -</b>	<b>(b) 1,19,904</b>	<b>1,83,004</b>	<b>1,94,004</b>	<b>1,90,500</b>
- - D <sup>o</sup> - - Revenues of - D <sup>o</sup> - - - - -	4,25,667	4,87,825	5,03,997	5,38,900
Provinces ceded by the Guicowar; Charges collecting the Revenues and Customs; Judicial, &c. Charges - - - - -	7,72,228	8,29,784	8,81,950	8,94,600
Provinces ceded by and conquered from the } Mahrattas - D <sup>o</sup> - D <sup>o</sup> - D <sup>o</sup> - D <sup>o</sup> - - - - -	51,96,750	50,40,107	50,29,716	52,47,000
Opium: Advances for the purchase of, and Charges - - - - -	41,99,741	1,06,18,007	22,09,787	*
Military Charges - - - - -	1,62,95,023	1,50,53,522	1,41,72,231	1,36,70,200
Buildings and Fortifications - - - - -	7,35,449	10,98,901	14,62,758	13,83,600
Marine Charges - - - - -	10,13,820	8,77,748	12,11,925	10,92,800
<b>TOTAL CHARGES - - - - - R<sup>s</sup></b>	<b>3,20,87,955</b>	<b>3,76,75,168</b>	<b>2,94,01,688</b>	<b>2,68,15,000</b>
Or, at 2s. 3d. the Rupee - - - - - £.	3,609,894	4,238,456	3,307,690	3,016,687
DEDUCT REVENUES - - - - - £.	2,855,740	3,352,875	2,790,374	1,823,276
<b>NET CHARGES - - - - - £.</b>	<b>754,154</b>	<b>885,581</b>	<b>517,316</b>	<b>1,193,411</b>
<b>(*) Judicial Charges, as above - - - - -</b>				
- - D <sup>o</sup> - - Guicowar - - - - -	2,93,768	2,95,962	3,15,533	3,50,000
- - D <sup>o</sup> - - Mahrattas - - - - -	2,90,353	2,88,166	2,80,479	2,90,400
- - D <sup>o</sup> - - Mahrattas - - - - -	11,52,780	9,00,361	9,24,640	10,80,500
<b>TOTAL JUDICIAL - - - - - R<sup>s</sup></b>	<b>17,36,901</b>	<b>14,84,489</b>	<b>15,20,652</b>	<b>17,20,900</b>
<b>(b) Customs: Charges, as above - - - - -</b>				
- - - D <sup>o</sup> - - Guicowar - - - - -	1,19,904	1,83,004	1,94,004	1,90,500
- - - D <sup>o</sup> - - Guicowar - - - - -	37,226	46,098	27,051	23,700
- - - D <sup>o</sup> - - Mahrattas - - - - -	2,18,893	1,47,186	1,53,341	1,47,600
<b>TOTAL CUSTOMS - - - - - R<sup>s</sup></b>	<b>3,76,023</b>	<b>3,76,288</b>	<b>3,74,396</b>	<b>3,61,800</b>

JAMES C. MELVILL,

Aud<sup>r</sup> of India Acco<sup>ts</sup>.

## No. 6.—A COMPARISON of the Estimated and Actual

	Estimated Amount in 1823/24.	Actual Amount in 1823/24.	Surplus in the Actual Receipts.	Deficiency in the Actual Receipts.
	Rupees.	Rupees.	Rupees.	Rupees.
Mint Duties - - - - -	50,000	44,273	- - -	5,727
Post Office Collections - - - - -	91,300	1,00,028	8,728	—
Stamp Duties - - - - -	1,71,700	1,59,984	- - -	11,716
Judicial Fees, Fines, &c. - - - - -	91,500	72,746	- - -	18,754
Opium sold and consigned to Bengal - - - - -	42,35,500	47,11,749	4,76,249	—
Farms, and Licenses of exclusive Privilege - - - - -	7,21,400	6,64,223	- - -	57,177
Customs of Ancient Possessions - - - - -	14,82,000	13,56,339	- - -	1,25,661
Land Revenues of - D° - - - - -	16,03,300	14,67,185	- - -	1,36,115
Land Revenues, Customs, Judicial Fees, &c. of Pro- vinces ceded by the Guicowar - - - - -	33,67,300	31,34,354	- - -	2,32,946
D° - - - D° - - - of Provinces ceded by, and conquered from the Mahrattas - - - - -	1,39,00,600	1,28,77,267	- - -	10,23,333
Marine: Receipts for Hire of Docks and Mooring Chains	1,82,200	2,15,177	32,977	—
<b>TOTAL REVENUES - - - - R°</b>	<b>2,58,96,800</b>	<b>2,48,03,325</b>	<b>5,17,954</b>	<b>16,11,429</b>
<b>Or, at 2s. 3d. the Rupee - - £.</b>	<b>2,913,390</b>	<b>2,790,374</b>	<b>58,270</b>	<b>181,286</b>
		Deficiency in Actual Revenues } £.	123,016	

East India House, }  
6th May 1826. }

(Errors excepted.)

## Revenues and Charges of BOMBAY, for the Year 1823/24.

	Estimated Amount in 1823/24.	Actual Amount in 1823/24.	Surplus in the Actual Charges.	Deficiency in the Actual Charges.
	Rupees.	Rupees.	Rupees.	Rupees.
Mint Charges - - - - -	28,800	27,983	- - -	817
Post Office Charges - - - - -	1,11,000	1,16,632	5,632	-
Charges of the Civil Establishment - - - - -	26,51,300	29,80,681	3,29,381	-
<b>TOTAL CIVIL CHARGES - - R<sup>s</sup></b>	<b>27,91,100</b>	<b>31,25,296</b>	<b>3,35,013</b>	<b>817</b>
<b>JUDICIAL CHARGES of the Ancient Possessions; viz.</b>				
Recorder's Court, and Law Charges - - - - -	2,62,500	2,94,491	31,991	-
Charges of the Sudder and Zillah Courts, and Police -	2,97,900	3,15,533	17,633	-
<b>TOTAL JUDICIAL CHARGES - - R<sup>s</sup></b>	<b>5,60,400</b>	<b>6,10,024</b>	<b>49,624</b>	<b>-</b>
CHARGES collecting Customs of Ancient Possessions -	1,92,800	1,94,004	1,204	-
D <sup>o</sup> - - - Revenues of - - D <sup>o</sup> - - -	4,67,900	5,03,997	36,097	-
Provinces ceded by the Guicowar; charges collecting the Revenues and Customs; Judicial, &c. Charges - }	9,58,600	8,81,950	- - -	76,650
Provinces ceded by, and conquered from the Mahrat- tas - D <sup>o</sup> - D <sup>o</sup> D <sup>o</sup> - - - - }	50,36,100	50,29,716	- - -	6,384
Opium: Advances for the purchase of, and Charges -	10,20,700	22,09,787	11,89,087	-
Military Charges - - - - -	1,37,63,000	1,41,72,231	4,09,231	-
Buildings and Fortifications - - - - -	9,66,800	14,62,758	4,95,958	-
Marine Charges - - - - -	10,43,500	12,11,925	1,68,425	-
<b>TOTAL CHARGES - - - R<sup>s</sup></b>	<b>2,68,00,900</b>	<b>2,94,01,688</b>	<b>26,84,639</b>	<b>83,851</b>
Or, at 2 s. 3 d. the Rupee - - - £.	3,015,101	3,307,690	302,022	9,433
<b>DEDUCT REVENUES - - - £.</b>	<b>2,913,390</b>	<b>2,790,374</b>	Surplus in Actual Charges - } 2,92,589	Deficiency in Actual Revenues } 1,23,016
<b>NET CHARGES - - - - £.</b>	<b>101,711</b>	<b>517,316</b>	Surplus in the Actual Net Charges - }	<b>415,605</b>

JAMES C. MELVILL,  
Aud' of India Acco<sup>ts</sup>.

—No. 7.—

AN ACCOUNT of the Revenues and Charges of BENCOOLEN, PRINCE of WALES ISLAND, and ST. HELENA, for Three Years, according to the latest Advices:—With an ESTIMATE of the same for the succeeding Year.

	1821/22.	1822/23.	1823/24.	Estimate, 1824/25.
<b>BENCOOLEN, including SINGAPORE :</b>				
	Curr <sup>t</sup> Rupees.	Curr <sup>t</sup> Rupees.	Curr <sup>t</sup> Rupees.	Curr <sup>t</sup> Rupees.
Civil Charges - - - - -	6,31,833	7,78,497	6,31,913	5,93,233
Military Charges - - - - -	61,030	* 1,51,333	* 2,17,315	* 1,43,226
Buildings and Fortifications - - - - -	47,232	34,954	35,444	28,350
<b>TOTAL CHARGES - - - - -</b>	<b>7,40,095</b>	<b>9,64,784</b>	<b>8,84,672</b>	<b>7,64,809</b>
Deduct, REVENUES arising from the Opium and Spirit Farms, and Customs - - - - -	81,775	66,906	58,051	38,174
<b>NET CHARGES - - - C<sup>t</sup> R<sup>s</sup></b>	<b>6,58,320</b>	<b>8,97,878</b>	<b>8,26,621</b>	<b>7,26,635</b>
Expense of Detachments, not included above - - -	2,68,470	1,01,594	1,16,118	1,62,061
	C <sup>t</sup> R <sup>s</sup>	C <sup>t</sup> R <sup>s</sup>	C <sup>t</sup> R <sup>s</sup>	C <sup>t</sup> R <sup>s</sup>
	9,26,790	9,99,472	9,42,739	8,88,696
* Includes the Expense of the Bencoolen Local Corps, the same not being taken in the Bengal Military Charges. Or, at 2s. the C <sup>t</sup> R <sup>s</sup> £.	92,679	99,947	94,274	88,870
<b>PRINCE OF WALES ISLAND :</b>				
	Dollars.	Dollars.	Dollars.	Dollars.
Civil Charges - - - - -	275,735	289,440	327,045	293,757
Military Charges - - - - -	51,018	53,556	57,913	46,665
Buildings and Fortifications - - - - -	17,004	12,834	8,252	6,500
<b>TOTAL CHARGES - - - - -</b>	<b>343,757</b>	<b>355,830</b>	<b>393,210</b>	<b>351,922</b>
Deduct, LAND REVENUES and Customs - - - - -	166,639	176,305	143,824	160,000
<b>NET CHARGES - - - - -</b>	<b>177,118</b>	<b>179,525</b>	<b>249,386</b>	<b>191,922</b>
Expense of Detachments, not included above - - -	92,947	96,138	96,656	96,500
	Dollars	Dollars	Dollars	Dollars
	270,065	275,663	346,042	288,422
Or, at 5s. the Dollar £.	67,516	68,916	86,510	72,105
<b>SAINT HELENA :</b>				
	£.	£.	£.	Actual. £.
Civil Charges - - - - -	47,314	29,475	35,122	28,432
Military Charges - - - - -	157,527	87,083	77,581	77,538
Buildings and Fortifications - - - - -	5,242	5,395	3,494	5,295
<b>TOTAL CHARGES - - - - -</b>	<b>210,083</b>	<b>121,953</b>	<b>116,197</b>	<b>111,265</b>
Deduct, REVENUES arising from Rents, Licences and Tonnage Duty, &c. - - - - -	2,045	1,860	3,929	1,816
<b>NET CHARGES - - - - - £.</b>	<b>208,038</b>	<b>120,093</b>	<b>112,268</b>	<b>109,449</b>

No. 8.—GENERAL ABSTRACT VIEW of the ACTUAL REVENUES and CHARGES of INDIA, for Three Years, according to the latest Advices :  
With the ESTIMATE of the same for the succeeding Year; showing the NET REVENUE, the AMOUNT paid for INTEREST ON DEBTS, and the remaining SURPLUS REVENUE or SURPLUS CHARGE.

	REVENUES:				CHARGES:				(*) NET REVENUE, or NET CHARGE:				(*) The figures in Black Ink show the Net Revenue; the figures in Red Ink, the Net Charge.
	1821/22.	1822/23.	1823/24.	Estimate, 1824/25.	1821/22.	1822/23.	1823/24.	Estimate, 1824/25.	1821/22.	1822/23.	1823/24.	Estimate, 1824/25.	
	£.	£.	£.	£.	£.	£.	£.	£.	£.	£.	£.	£.	
BENGAL - - - -	13,340,502	14,128,970	12,914,570	13,420,620	8,540,182	8,909,165	9,648,290	10,881,138	4,800,320	5,219,805	3,266,280	2,539,482	
FORT ST. GEORGE - -	5,557,129	5,585,210	5,498,765	5,241,050	5,405,592	5,072,992	6,300,830	5,675,532	151,537	512,218	802,065	434,482	
BOMBAY - - - -	2,855,740	3,352,875	2,790,374	1,823,276	3,609,894	4,238,456	3,307,690	3,016,687	754,154	885,581	517,316	1,193,411	
BENCOOLEN - - - -	8,177	6,691	5,805	3,817	74,009	96,478	88,467	76,481	(b) 65,832	(b) 89,787	(b) 82,662	(b) 72,664	(b) Exclusive of the Expense of Detachments (as in N <sup>o</sup> 7.) the same being charged in the Bengal Accounts.
PRINCE OF WALES ISLAND	41,660	44,076	35,956	40,000	85,939	88,957	98,302	87,980	(b) 44,279	(b) 44,381	(b) 62,346	(b) 47,980	
<b>TOTAL - - - £.</b>	<b>21,803,208</b>	<b>23,117,822</b>	<b>21,245,470</b>	<b>20,528,763</b>	<b>17,715,616</b>	<b>18,406,048</b>	<b>19,443,579</b>	<b>19,737,818</b>	<b>4,087,592</b>	<b>4,711,774</b>	<b>1,801,891</b>	<b>790,945</b>	
<b>INTEREST ON DEBTS:</b>													
BENGAL - - - -									1,809,300	1,472,183	1,416,090	1,202,688	
FORT ST. GEORGE - -									104,797	166,995	169,775	211,285	
BOMBAY - - - -									18,535	9,961	16,353	16,875	
BENCOOLEN - - - -									203	244	431	539	
PRINCE OF WALES ISLAND									—	—	—	—	
<b>TOTAL INTEREST - - -</b>									<b>1,932,835</b>	<b>1,649,383</b>	<b>1,602,649</b>	<b>1,431,387</b>	
<b>NET REVENUES after paying Interest on Debts - - -</b>									<b>2,154,757</b>	<b>3,062,391</b>	<b>199,242</b>	<b>—</b>	
<b>NET CHARGE - - D<sup>o</sup> - - D<sup>o</sup> - - D<sup>o</sup> - - -</b>									<b>—</b>	<b>—</b>	<b>—</b>	<b>640,442</b>	
<b>EXPENSE OF ST. HELENA - - -</b>									(c) 208,038	120,093	112,268	109,449	(c) This Sum includes the Charge incurred on account of His Majesty's Government, settled by Act 3 Geo. IV. c. 93.
<b>NET SURPLUS REVENUE IN INDIA - - -</b>									<b>1,946,719</b>	<b>2,942,298</b>	<b>86,974</b>	<b>—</b>	
<b>NET SURPLUS CHARGE IN INDIA - - -</b>									<b>—</b>	<b>—</b>	<b>—</b>	<b>749,891</b>	

East India House, }  
6th May 1826. }

(Errors excepted.)

JAMES C. MELVILL,  
Aud<sup>r</sup> of India Acco<sup>ts</sup>.

**EAST INDIA**

**[May**

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No. 9.—Abstract Statement Receipts and Disbursements	-	BENGAL Government	pp. 22—33
No. 10.	- - - - D°	MADRAS Government	pp. 34—37
No. 11.	- - - - D°	BOMBAY Government	pp. 38—43
No. 12.	- - - - D°	BENCOOLEN and its Dependencies,	pp. 44—47
No. 13.	- - - - D°	PRINCE OF WALES ISLAND	pp. 48—51

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No. 14.—Balance of QUICK STOCK, &c. at the end of 1823/24	- - - - -	pp. 52 & 53
No. 15.—Amount of BOND and other DEBTS	- - - - -	pp. 54—56



## D' - - - - No. 9.—Abstract STATEMENT of the Receipts and Disbursements

To BALANCE:—Amount remaining in the following Departments, on 30th April 1823:			Sicca Rupees.
<b>CIVIL DEPARTMENT:</b>			
General	- - - - -	3,51,40,901	
Judicial	- - - - -	3,83,193	
Revenue	- - - - -	2,56,64,998	
Customs	- - - - -	1,21,769	
Salt and Opium	- - - - -	5,79,842	
		<u>2,63,66,609</u>	
Marine	- - - - -	3,635	
			6,18,94,338
<b>MILITARY DEPARTMENT</b>			
			9,70,076
			6,28,64,414
<b>ORDINARY RECEIPTS:</b>			
<b>CIVIL DEPARTMENT:</b>			
<b>General:</b>			
Sale of Presents	- - - - -	1,62,969	
Commission on Law Suits, and Fees and Fines at Delhi	- - - - -	24,398	
Mint Duties	- - - - -	1,32,466	
Post Office Collections	- - - - -	6,61,642	
Stamp Duties	- - - - -	19,39,591	
			29,21,066
<b>Judicial:</b>			
Licences and Duty on Sale of Spirituous Liquors	- - - - -	2,10,012	
Duty on Spirits manufactured at Distilleries	- - - - -	26,231	
Fees and Fines of the Justices	- - - - -	26,913	
D° - D° of the Provincial Courts	- - - - -	2,75,818	
Police: Rent of resumed Thanadaree Lands	- - - - -	67,682	
			6,06,656
<b>Revenue:</b>			
Land Revenues on account the current year	- - - - -	2,69,46,803	
D° - not included in the Jummah	- - - - -	4,28,253	
D° - on account former years	- - - - -	17,87,037	
Syer Revenue, including Abkaree	- - - - -	21,63,619	
		<u>3,13,25,712</u>	
<b>WESTERN PROVINCES, including BENARES:</b>			
Land Revenues on account the current year	- - - - -	3,42,77,918	
D° - not included in the Jummah	- - - - -	3,67,577	
D° - on account former years	- - - - -	19,21,073	
Syer Revenue, including Abkaree	- - - - -	21,71,806	
		<u>3,87,38,374</u>	
<b>CEDED TERRITORY on the NERBUDDAH:</b>			
Land Revenue, including Surplus	- - - - -	30,60,293	
Syer and Abkaree Revenue	- - - - -	409,117	
		<u>34,69,410</u>	
Tributes from Joypore, Kota, Joudpore, &c.	- - - - -	9,20,654	
Bhopaul Net Revenue	- - - - -	2,20,807	
		<u>11,41,461</u>	
Customs and Town Duties, &c.	- - - - -	27,98,504	
D° - in the Western Provinces and Benares	- - - - -	29,91,184	
		<u>57,89,688</u>	
Opium: Receipts from the Sale of	- - - - -	73,43,550	
Salt - D° - d° - d°	- - - - -	1,90,39,514	
			10,68,47,709
Carried forward	- - - - -	- - - - -	11,03,75,431
			6,28,64,414

of the BENGAL Government, from 1st May 1823 to 30th April 1824 - - - - C

By ORDINARY DISBURSEMENTS:			Sicca Rupees.
<b>CIVIL DEPARTMENT:</b>			
General:			
Durbar Charges, including Pensions, &c.	- - 3,55,184		
Governor General's Office: Salaries, &c.	- - 1,85,136		
		5,40,320	
Embassies to Native Courts	- - - - -	9,77,028	
Temporary Embassies	- - - - -	7,74,488	
His Majesty's Embassy to Persia	- - - - -	60,273	
Mission to Persia	- - - - -	52,371	
Pay of Auxiliary Troops agreeably to Treaty with Scindia	- - - - -	8,83,269	
Allowance to State Prisoners, Pindary Chiefs, &c.	- - - - -	31,327	
Missionary Hospital at Ava	- - - - -	4,800	
Resident at Singapore	- - - - -	1,41,755	
Salaries of the Governor General and Council	- - - - -	5,37,198	
Public Offices and Establishments at the Presidency, &c.	- - - - -	17,69,655	
Repairs of Roads, Bridges, &c.	- - - - -	2,78,604	
Political Stores received from London, and issued	- - - - -	69,840	
College at Fort William	- - - - -	1,28,114	
Petty Establishments and Contingencies	- - - - -	5,31,424	
Nizamut Stipends and other Pensions	- - - - -	17,69,044	
Mint Charges, at the Presidency, Benares and Furruckabad	- - - - -	2,59,899	
Postmaster General: Charges under this head	- - - - -	7,65,062	
Superintendent of Stamps, including Stationery	- - - - -	5,86,510	
Provincial Battalions and Nujeebs, including Off- reckonings	- - - - -	16,11,766	
Battalions raised for Western Malwah, &c.	- - - - -	3,15,937	
Dehli and Kumaon Judicial and Police Charges	- - - - -	68,959	
			1,21,57,637
Judicial:			
Supreme Court of Judicature, and sundry Charges	- - -	3,81,629	
Justices of Peace, Coroner, &c.	- - -	2,49,892	
Sudder Dewanny and Nizamut Adawluts	- - -	4,55,350	
Provincial Courts of Appeal	- - -	7,27,238	
City and Zillah Adawluts	- - -	21,18,292	
Diet of Prisoners	- - -	2,38,175	
Miscellaneous Disbursements, including Repairs of Public Buildings	- - -	20,562	
Provincial Police	- - -	7,58,859	
Pensions to Hill Chiefs, &c.	- - -	21,211	
			49,71,208
<b>WESTERN PROVINCES:</b>			
Salary of Commissioners and Establishment	- - 97,590		
Provincial Courts of Appeal	- - 4,11,155		
City and Zillah Adawluts	- - 13,62,669		
Diet of Prisoners	- - 2,84,919		
Repairs of Public Buildings	- - 5,856		
Provincial Police, including Pensions	- - 9,60,168		
		31,22,357	
Revenue:			
Board of Revenue and Establishments	- - 3,62,564		
D <sup>o</sup> - D <sup>o</sup> for Central Provinces	- - 3,36,539		
Charges collecting the Land Revenue and Syer	- - 15,64,817		
Poolbundy	- - 5,78,545		
Repairs of Public Buildings, and Revenue Surveys	- - 9,405		
Pensions and Charitable Allowances	- - 4,28,975		
		32,80,845	
			80,93,565
<b>WESTERN PROVINCES, including BENARES:</b>			
Board of Commissioners, Salaries and Establishment	2,93,302		
Charges collecting the Land Revenue and Syer	- 27,56,847		
Deputy Superintendent's Office at Delhi	- 15,291		
Repairs of Public Buildings	- 99,416		
Revenue Surveys	- 1,17,166		
Pensions and Charitable Allowances, including those to the Royal Families of Delhi and Benares	- 45,12,969		
		77,94,991	
Carried forward	- - -	1,10,75,836	
			2,02,51,202

## D° - - - - - No. 9.—Abstract STATEMENT of the Receipts and Disbursements

ORDINARY RECEIPTS— <i>continued.</i>	Brought forward . . . .	Rupees 6,28,64,414
<b>CIVIL DEPARTMENT:</b>		
General— <i>continued.</i> - - - and - - - Brought forward - -	11,03,75,431	
<b>CEDED TERRITORY on the NERBUDDAH—<i>continued.</i></b>		
Marine:		
Collections for Pilotage - - - - -	1,26,506	
Hire of Moorings, Lighthouse Duties, &c. - - - -	92,143	
Collections for the use of Row Boats - - - - -	35,263	
	2,53,912	
<b>EXTRAORDINARY RECEIPTS:</b>		
<b>CIVIL DEPARTMENT:</b>		
General: *		
Six per Cent Loan of 30th June 1819 and 1820 - - - -	1,100	
- D° - - - of 31st March 1822 - - - - -	11,63,200	
Bengal Remittable Loan - - - - -	21,67,400	
Five per Cent Loan of 31st March 1823 - - - - -	9,04,76,900	
Treasury Notes bearing Interest - - - - -	1,65,02,100	
- D° - not bearing Interest - - - - -	1,04,77,200	
Interest on Calcutta Bank Shares - - - - -	62,539	
- D° on advances to Lottery Committee, &c. - - - -	58,084	
Bills outstanding on 30th April 1824 - - - - -	92,90,929	
House Tax in Town of Calcutta - - - - -	2,27,770	
Civil and Military Funds - - - - -	84,781	
Deposits on account Military Estates, &c. - - - -	42,322	
Sundry Loans repaid - - - - -	62,369	
Deductions from Civil Servants on leave of absence -	1,05,319	
Committee for improving the Town of Calcutta - - -	7,78,273	
Sundry Tributes - - - - -	1,12,067	
Received for Sale of Ground, &c. - - - - -	10,090	
Nizamut Stipend Establishment: Interest received on Deposits	31,094	
Miscellaneous Receipts including Farms at Singapore -	1,33,137	
	13,17,87,274	
Account Current, London:		
Bills on Court, for Interest on Debt - - - - -	28,08,979	
D° - - D° Six per Cent Loans from 1813 to 1820 - - -	30,72,400	
D° - - D° - - D° dated 30th June 1811 - - - - -	94,200	
D° - - D° Bengal Remittable Loan - - - - -	20,000	
D° - - D° on account King's Troops, &c. - - - - -	27,699	
D° - - D° on account Sundries - - - - -	4,855	
Lord Clive's Fund: unclaimed Shares of Prize Money -	28,150	
Advances to Orphan Society received back, and other Receipts -	1,15,512	
	61,71,795	
Political Stores received from England - - - - -	16,26,642	
Sale of Political Stores - - - - -	45,090	
	78,43,527	
<b>HIS MAJESTY'S GOVERNMENT:</b>		
Bills on England for Advances made at the three Presidencies -	2,37,053	
Ceylon: Payments, &c. made by that Government - - -	699	
	2,37,752	
Carried forward - - -	13,98,68,553	17,34,93,757

of the BENGAL Government—*continued.* - - - - - C'

ORDINARY DISBURSEMENTS— <i>continued.</i>		Sicca Rupees.
CIVIL and JUDICIAL DEPARTMENTS— <i>continued</i> - - - - Brought forward - - -		2,02,51,202
Revenue Department— <i>continued</i> - and - Brought forward	1,10,75,836	
Ceded Territory: Charges under this head - - - -	7,23,434	
Customs:		
Lower Provinces - - - - -	5,62,013	
Western D° - - - - -	4,39,741	
	10,01,754	
Opium: Advances and Charges - - - - -	33,83,581	
Salt:		
Advances and Charges - - - - -	54,38,787	
Commission to Salt Agents, &c. - - - - -	5,58,496	
	59,97,283	
Marine:		2,21,81,888
Established and Contingent Charges - - - - -	2,36,948	
Moorings at Calcutta, expenses of Diamond Harbour, &c. - - - -	77,386	
Charges on account Pilot Schooners and Buoys - - - - -	4,00,115	
Budgerows, Boats and Sundry Charges, including Pensions - - - -	2,07,316	
Stores from London - - - - -	44,594	
	9,66,359	3,31,48,247
<b>MILITARY DEPARTMENT:</b>		4,33,99,449
Pay and Allowances to His Majesty's Troops, including Staff and Contingencies - - - - -	37,84,461	
D° - D° - Honourable Company's Troops, including Cadets - - - - -	1,77,23,151	
Detachment at Singapore - - - - -	70,270	
Recruiting Service - - - - -	2,18,787	
Local Battalions, &c. - - - - -	13,78,601	
Escorts and Garrisons - - - - -	2,93,861	
Board of Superintendence for purchase and keep of Cattle - - - -	13,75,403	
Agents for Gunpowder and Gun Carriages - - - - -	4,50,175	
General Division, Garrison and Cantonment Staff - - - - -	18,61,279	
Military Offices and Establishments - - - - -	6,43,722	
Ordnance Department - - - - -	7,10,928	
Victualling Honourable Company's Troops - - - - -	3,03,173	
Feeding Cattle, &c. - - - - -	14,45,053	
Stores purchased by the Commissariat - - - - -	11,32,719	
Hospital and Medical Charges - - - - -	8,44,557	
Off-retkonings for 1823 - - - - -	9,83,253	
Pensions to Invalids, &c. - - - - -	19,42,797	
Freight of Ships, Boats, &c. - - - - -	10,49,573	
Purchase of Timber, and Establishment of Timber Yards - - - - -	3,65,538	
Commissariat Establishment - - - - -	1,22,282	
Miscellaneous Disbursements - - - - -	11,13,821	
Military Stores received from London, and issued - - - - -	9,03,122	
D° - D° - D° from Madras and Bombay - - - - -	45,978	
		3,87,62,504
<b>EXTRAORDINARY DISBURSEMENTS:</b>		
<b>CIVIL DEPARTMENT:</b>		
General:		
Interest on the Debt paid in Cash - 87,02,179		
By Bills on Court 39,34,805		
	1,26,36,984	
Loans and Treasury Notes paid off - - - - -	14,23,48,600	
Bills outstanding on 30th April 1823 - - - - -	1,19,96,020	
Loans to Individuals, and Sundry Payments - - - - -	1,93,432	
Paid to Scindia on account of Oonarsee - - - - -	20,192	
Tribute to Holkar - - - - -	56,348	
Civil and Military Funds - - - - -	1,12,037	
Charges on account the Assessment Establishment - - - - -	2,88,137	
D° for improving the Town of Calcutta - - - - -	5,26,059	
Road to Juggunnauth and Cuttack - - - - -	1,26,522	
Buildings and Purchase of Dead Stock - - - - -	15,00,487	
Nizamut Stipend Establishment - - - - -	51,733	
	16,98,56,551	
Carried forward - - - - -	16,98,56,551	8,21,61,953

## D° - - - - - No. 9.—Abstract STATEMENT of the Receipts and Disbursements

EXTRAORDINARY RECEIPTS— <i>continued</i> .		Brought forward - - -	Sicca Rupees. 17,34,93,757
<b>CIVIL DEPARTMENT:</b>			
General— <i>continued</i> - - - and - - - Brought forward - -	- - -	13,98,68,553	
<b>SUPPLIES from other PRESIDENCIES:</b>			
<i>Fort St. George:</i>			
Drafts drawn in payment of 3/10ths of the principal of Promissory Notes, dated 31st March 1822 - - - - -	7,53,600		
D° for Interest on D° and Six per Cent Loans - - -	5,87,881		
Bills drawn on Madras by Sub-Treasurer - - - - -	39,495		
D° - by Resident at Nagpore - - - - -	1,11,004		
Interest paid on Bengal Loans - - - - -	20,09,741		
Payments to Officers, and Advances to D° recovered - -	27,300		
Advances on account of His Majesty's Government - -	32,169		
D° - to the Resident at Hyderabad - - - - -	1,76,674		
Treasury Notes at 5 per Cent paid off - - - - -	12,09,100		
Miscellaneous Receipts - - - - -	45,853	49,92,817	
<i>Bombay:</i>			
Bills drawn by Sub-Treasurer, &c. - - - - -	72,543		
D° - by G. Willock, Chargé d'affaires at Persia - -	32,330		
Drafts for Interest on Promissory Notes - - - - -	72,793		
Advances on account His Majesty's Government - -	2,31,499		
Interest paid on Bengal Loans - - - - -	7,79,263		
Payments to Military Officers, &c. - - - - -	98,334		
Sale of Malwa Opium - - - - -	43,08,225		
Pensions on account Bengal - - - - -	64,039		
Miscellaneous Receipts - - - - -	20,584	56,79,610	
<i>Fort Marlbro':</i>			
Advances to the Paymaster, &c. - - - - -	1,55,726		
Balance of Singapore Treasury on 1st June 1823 - 15,267 45			
Sale of Civil Stores and Pepper - - - - - 55,224 3			
Advances received back - - - - - 2,949 66			
Sp. Dollars 73,441 14 or	1,51,105	3,06,831	
Carried forward - - -	- - -	15,08,47,811	17,34,93,757

of the BENGAL Government—continued. - - - - - C'

EXTRAORDINARY DISBURSEMENTS—continued.		Brought forward - - -	Sicca Rupees. 8,21,61,953
Civil Department—continued	Brought forward	16,98,56,551	
Account Current, London:			
Bills on account His Majesty's Government transmitted	2,48,235		
Bill drawn by Secretary to Court	62,609		
Certificates granted by Court in satisfaction of Bills drawn on them in liquidation of Debt	21,17,700		
Consignments of Treasure	41,90,573		
Miscellaneous Charges	45,580		
		66,64,697	
<b>HIS MAJESTY'S GOVERNMENT:</b>			
Advances at Madras and Bombay on account His Majesty's Navy - - - - - 2,47,499			
Payments to Chelsea Pensioners	18,204		
Passage to England of Men of His Majesty's Regiments	5,032	2,70,735	
<i>Mauritius:</i>			
Bills drawn by Mauritius Government	25,008		
Balance on account Rice consigned	27,687		
Miscellaneous Charges	15,609	68,254	
		3,38,989	
<i>Cape of Good Hope: Pay and Subsistence to Soldiers</i>			
		717	
<i>Ceylon: Expenses on account Troops of Madras Establishment on Field Service</i>			
		14,896	
<i>Isle of France: Stores, per Lady East</i>			
		43,225	
		3,97,827	
<b>SUPPLIES to other PRESIDENCIES:</b>			
<i>Java:</i>			
Grants to Individuals, &c.		46,203	
Military Disbursements		10,340	
		56,543	
<i>St. Helena:</i>			
Supplies from Commercial Department		61,454	
Freight of Rice, &c.		6,469	
		67,923	
<i>Fort St. George:</i>			
Bills drawn by that Government, and by the Resident at Hyderabad on Western Provinces	26,77,281		
Expenses on account the Mysore Princes	3,58,593		
Drafts on Bengal for Interest	74,227		
Salaries of Carnatic Commissioners	43,905		
Treasure sent to Hyderabad, &c. including Charges	23,64,793		
Military Disbursements	3,54,705		
Military Stores	19,264		
Miscellaneous Charges, including Pensions	58,694		
		59,51,462	
<i>Bombay:</i>			
Bills drawn on general Treasury	24,00,531		
D° - D° by Resident at Bussorah	20,000		
Promissory Notes of Bombay Government, discharged	1,50,370		
Drafts for Interest on Promissory Notes	11,016		
Invoice of Treasure, per "Investigator"	23,40,835		
Military Disbursements	78,670		
Stores issued from the Arsenal	1,091		
Advances in Marine Department	41,363		
Stores supplied for the use of H. C. S. "Ernaad"	13,629		
Payments to Bajee Row and Chimnejee Apa	11,99,738		
Miscellaneous Charges, including Pensions	41,275		
		62,98,518	
Carried forward		18,92,93,521	8,21,61,953

## D' . . . . . No. 9.—Abstract STATEMENT of the Receipts and Disbursements

EXTRAORDINARY RECEIPTS— <i>continued.</i>		Brought forward . . . .	Sicra Rupees. 17,34,93,757
<b>CIVIL DEPARTMENT:</b>			
General— <i>continued.</i> . . . . and . . . . Brought forward . . . .		15,08,47,811	
SUPPLIES from other PRESIDENCIES— <i>continued.</i>			
<i>Prince of Wales Island:</i>			
Advances to the Paymaster . . . . .		1,70,303	
SUPPLIES from the COMMERCIAL BRANCH:			
Sale of Imports and Exports . . . . .	25,39,554		
Stores issued to the Military Department, St. Helena, &c. . . . .	3,00,022		
D° . D° . to Mauritius . . . . .	11,143	3,11,165	
Supplies for the relief of the Native Population of Hidgellee, in consequence of late inundation . . . . .	24,687		
Supplies to the Opium Department . . . . .	43,944		
Miscellaneous Receipts . . . . .	12,534		
		89,31,884	
Judicial:			
Deposits . . . . .	40,88,906		15,39,60,088
Charges refunded . . . . .	4,720		
Fauzil Remittances, &c. . . . .	64,527		
Pensions refunded . . . . .	14,029	41,72,182	
<b>WESTERN PROVINCES:</b>			
Deposits . . . . .	13,25,177		
Charges refunded . . . . .	3,394		
Fauzil Remittances . . . . .	45,547	13,74,118	
Revenue:			
Deposits . . . . .	33,05,302		55,46,300
Fees, Fines and Forfeitures . . . . .	24,042		
Repair of Embankments, Sale of Land, &c. . . . .	2,69,146		
Gain by Rupees and Batta . . . . .	29,465		
Interest on Arrears of Land Revenue . . . . .	2,46,377	38,74,332	
<b>WESTERN PROVINCES:</b>			
Tuckavee . . . . .	2,58,196		
Deposits . . . . .	37,66,929		
Fees, Fines, &c. . . . .	1,00,287		
Sale of Lands and other Property . . . . .	1,05,910		
Duty on Oude Salt . . . . .	69,783		
Commutation Fund at Subathoo . . . . .	35,103		
Pensions and other Charges refunded . . . . .	59,041		
Gain by Batta, &c. . . . .	5,324		
Interest on Arrears of Land Revenue and Tuckavee } Advances . . . . .	61,710	44,62,283	
Carried forward . . . . .	83,36,615	15,94,96,388	17,34,93,757

of the BENGAL Government—continued. . . . . C'

EXTRAORDINARY DISBURSEMENTS—continued.	Brought forward . . . . .	Sicca Rupees. 8,21,61,953.
<b>CIVIL DEPARTMENT—continued.</b>		
General—continued - - - and - - - Brought forward - -	18,92,93,521	
<b>SUPPLIES to other PRESIDENCIES—continued.</b>		
<i>* Fort Marlbro' :</i>		
Bills drawn - - - - -	9,61,154	
Pay and Allowances of Bencoolen Local Corps - - -	1,17,172	
Supplies from Commercial Department - - -	50,266	
Military Stores issued from the Arsenal - - -	19,660	
Miscellaneous Charges, including Freight - - -	36,888	
	11,85,080	
<i>Prince of Wales Island :</i>		
Bills drawn - - - - -	6,44,062	
Military Disbursements, including Stores issued - -	64,303	
Miscellaneous Charges - - - - -	5,418	
	7,13,783	
<b>SUPPLIES to the COMMERCIAL BRANCH:</b>		
Advances for the Investment from General and } Revenue Department - - - - -	1,29,77,182	
Salaries of the Members of the Board of Trade - - -	3,37,375	
Duty on the Company's Investment - - - - -	1,34,261	
Sale of Presents - - - - -	66,888	
Charter-party Allowance, and hire of Moorings, &c. - -	6,383	
Stores from St. Helena, &c. - - - - -	28,054	
Miscellaneous Charges, including Postage collected - -	15,751	
	1,35,65,894	
<i>Canton :</i>		
Bills drawn by supra Cargoes - - - - -	40,51,149	
Invoice of Treasure, per sundry Ships, - - - - -	20,03,952	
	61,55,101	
<b>Profit and Loss:</b>		
Loss on re-coinage of Rupees - - - - -	32,797	
D° of weight in melting, &c. - - - - -	28,693	
D° on Bills drawn - - - - -	6,660	
Difference between Newabee Copper Pice sold to } Individuals - - - - -	13,638	
	81,788	
<b>Deduct :</b>		
Gain on Remittances, &c. - - - - -	8,092	
D° on Bills drawn, &c. - - - - -	37,698	
Batta, 4/5 per cent on Benares and } Furruckabad Rupees - - - - -	27,920	
	73,710	
	8,078	
<b>Judicial:</b>		
Deposits - - - - -	39,06,080	
Fauzil Remittances, &c. - - - - -	48,388	
Buildings, and Purchase of Dead Stock. - - - - -	3,16,291	
	42,70,759	
<b>WESTERN PROVINCES:</b>		
Deposits - - - - -	11,79,571	
Fauzil Remittances - - - - -	7,450	
Buildings, and Purchase of Dead Stock - - - - -	1,15,033	
	13,02,054	
<b>Revenue:</b>		
Deposits - - - - -	36,51,744	
Law Charges - - - - -	5,242	
Revenue, &c. refunded - - - - -	34,894	
Charges on Remittances - - - - -	19,185	
Buildings, Calary Rents, &c. - - - - -	79,407	
Advances for Construction of Eastern Canal - - - - -	202,641	
	39,93,113	
Carried forward - - - - -	21,09,21,457	
	42,70,759	
	13,02,054	
	55,72,813	
	39,93,113	
Carried forward - - - - -	21,64,94,270	8,21,61,953



## D. . . . . No. 9.—Abstract STATEMENT of the Receipts and Disbursement

EXTRAORDINARY RECEIPTS— <i>continued.</i>		Brought forward . . .	Sicca Rupees.
			17,34,93,757
CIVIL and JUDICIAL DEPARTMENTS . . . . .		Brought forward -	15,94,96,388
Revenue Department— <i>continued</i> - and -		Brought forward -	83,36,615
Ceded Territory :			
Tuckavée - - - - -		82,163	
Deposits - - - - -		45,005	
Fees, Fines, &c. - - - - -		17,407	
Rent of Gardens and Sale of Property - - - - -		19,860	
Gain by Batta - - - - -		8,029	
Charges refunded - - - - -		8,028	
		<u>1,80,497</u>	
Customs :			
Deposits - - - - -		1,06,566	
Godown Rent - - - - -		71,308	
Confiscated Goods - - - - -		14,040	
Fees and Fines - - - - -		32,300	
Charges refunded, and Sale of Goods, &c. - - - - -		16,618	
		<u>1,90,932</u>	
Salt :			
Sale of confiscated - - - - -		35,508	
Calary Rents, &c. - - - - -		2,22,126	
Charges refunded, and other Receipts - - - - -		11,234	
		<u>2,68,868</u>	
Opium :			
Sale of Articles, Fines and Forfeitures, &c. - - - - -		1,637	
			89,78,549
Marine :			
Sundry Receipts - - - - -			44,647
			<u>16,84,74,937</u>
			16,85,19,584
MILITARY DEPARTMENT :			
Off-Reckoning Stoppages - - - - -		11,07,439	
Sale of Horses, &c. - - - - -		4,29,375	
Hospital Charges - - - - -		1,04,057	
Company's Fees and other Receipts - - - - -		23,469	
Mundollah Prize Money - - - - -		16,321	
Refunded Charges - - - - -		9,31,957	
Advances to Individuals received back - - - - -		5,67,332	
Gain on Deposits, and other Receipts - - - - -		12,227	
Stores supplied, Madras, Bombay, &c. included, per Contra - - - - -		59,063	
			<u>32,51,240</u>
			17,17,70,824
TOTAL TERRITORIAL DEPARTMENT - -		Sicca Rupees - -	34,52,64,581

of the BENGAL Government—continued. C

EXTRAORDINARY DISBURSEMENTS—continued.		Brought forward.	Sicca Rupees.
			8,21,61,953
CIVIL and JUDICIAL DEPARTMENTS - - -		Brought forward. - -	21,64,94,270
<b>WESTERN PROVINCES:</b>			
Tuckavee	- - - - -	2,53,321	
Deposits	- - - - -	43,32,246	
Revenue refunded	- - - - -	1,14,014	
Law Charges	- - - - -	12,058	
Charges on Remittances	- - - - -	10,337	
Buildings, and Purchase of Dead Stock	- - - - -	67,576	
Miscellaneous Charges	- - - - -	9,997	
		47,99,549	
Ceded Territory:			
Tuckavee	- - - - -	1,00,950	
Deposits	- - - - -	68,250	
Revenue refunded	- - - - -	30,522	
Remissions granted on account of loss sustained by Individuals	- - - - -	26,818	
Buildings, and Purchase of Dead Stock	- - - - -	14,353	
		2,40,893	
Customs:			
Deposits	- - - - -	1,70,702	
Law Charges, &c.	- - - - -	2,907	
Buildings, and Purchase of Dead Stock	- - - - -	58,395	
		2,32,004	
Opium:			
Charges, Rewards, &c. on Confiscated	- - - - -	2,236	
Buildings, &c.	- - - - -	7,446	
		9,682	
Salt:			
Charges, and Rewards on Confiscated	- - - - -	6,800	
Rowannah Fees, &c.	- - - - -	17,555	
Premium to Merchants, &c.	- - - - -	30,062	
Buildings	- - - - -	25,000	
		79,357	
Marine:			
Advances to Master Builder	- - - - -	94,828	
Registry Office	- - - - -	30,251	
Buildings, &c.	- - - - -	33,640	
		1,58,719	
<b>MILITARY DEPARTMENT;</b>			22,60,07,587
Advances on account Public Buildings, &c.	- - - - -	15,48,367	
Vessels purchased for Expedition against the Burmahs	- - - - -	94,000	
Off-reckonings and Compensation in lieu of Clothing	- - - - -	2,64,502	
Paid on Shares of Mahratta, &c. Prize Money	- - - - -	81,125	
Deposits and Loss on Sale of Stores	- - - - -	33,416	
		19,61,410	
<b>BALANCE:—Amount remaining in the following Departments, on 30th April 1824:</b>			22,79,68,997
<b>CIVIL DEPARTMENT:</b>			31,01,30,950
General	- - - - -	1,21,22,523	
Judicial	- - - - -	3,45,355	
Revenue	- - - - -	2,09,42,934	
Marine	- - - - -	3,730	
		3,34,14,542	
<b>MILITARY DEPARTMENT</b>			17,19,089
<b>TOTAL TERRITORIAL DEPARTMENT</b>		Sicca Rupees	34,52,64,581

## D' - - - - - No. 9.—Abstract STATEMENT of the Receipts and Disbursements

To BALANCE :—Amount remaining in this Department, 30th April 1823	- - - - -	Sicca Rupees. 12,44,698
<b>ORDINARY RECEIPTS:</b>		
Supplies from the Territorial Revenue, &c.	1,34,61,809	
Bills drawn by the Supra Cargoes in 1823/24	40,51,149	
Bullion sent by - - D' - - - - -	21,03,952	
Customs at the Export and Import Warehouses	1,34,261	
Sale of Presents, and sundry Receipts	76,615	
Naval Storekeeper : Supplies under this head	5,702	
Supplies by the Marine Paymaster	6,383	
Supplies from Madras, Bombay, Canton and St. Helena	1,97,044	
His Majesty's Government : Insurance on Shipments to Mauritius, lost, &c.	14,108	
Received for Postage, &c.	8,397	
	2,00,59,420	
Sale of Imports, and Supplies from Import Warehouse	27,26,375	2,27,85,795
<b>EXTRAORDINARY RECEIPTS:</b>		
<b>Investment :</b>		
Sale of Export Goods	1,86,986	
Balance of former years	85,953	
Sum on account H. M. Government : Balance of former years	526	
Bills payable: Commission, &c. due to the Residents	2,35,601	
Profit and Loss, and unavailable Assets	9,758	
Buildings and Dead Stock, and sundry Receipts	9,796	
Commercial Charges General	88,969	
Suspense Charges on Indian Goods	2,97,476	
Deposits, &c.	41,668	
	9,56,733	
<b>TOTAL COMMERCIAL DEPARTMENT</b>	- - Sicca Rupees	<b>2,49,87,226</b>

East India House,  
6th May 1826. }

(Errors Excepted.)

of the BENGAL Government—continued.

C'

By ORDINARY DISBURSEMENTS:		Sicca Rupees.
<b>CHARGES GENERAL:</b>		
Salaries to the Members of the Board of Trade - - - -	1,02,687	
Public Offices, &c. under - D° - at the Presidency - - -	1,20,787	
Export Warehouse:—Salaries and Establishments, &c. - - -	82,794	
Factories - - - D° - - - D° - - -	2,15,882	
Pensions - - - - -	6,027	
Stationery - - - - -	5,104	
Superintendent of the Baggage Department - - - - -	3,273	5,36,554
<b>Investment:</b>		
Advances and Charges - - - - -	91,01,569	
Commission on Investment - - - - -	3,07,394	94,08,963
<b>At the Export Warehouse:</b>		
Goods purchased - - - - -	20,79,751	
Charges on Cotton, Saltpetre, &c. - - - - -	1,06,632	
Charges on Merchandize - - - - -	35,450	
Agent for refining Saltpetre - - - - -	35,000	
Warehousekeeper's Commission on Goods purchased - - -	28,908	
Proportion of Salary and Charges - - - - -	1,09,738	
Customs on Investment - - - - -	1,26,164	
Supplies from St. Helena, Naval Storekeeper, &c. - - -	24,308	
	25,45,951	
<b>Deduct:</b>	1,19,54,914	
Cost of Goods, Stores, &c. sent to H. M. Government, the Pre- sidencies, &c. - - - - -	19,07,794	1,00,47,120
<b>Imports:</b>		
Charges on account the Establishment of the Import Warehouse -	99,167	
Commission of 1823/24 - - - - -	15,685	
Charges Merchandize - - - - -	33,343	
Goods purchased, including Advances for the Manufacture of } Saltpetre, Boilers, &c. - - - - -	30,973	
Charges under Governor General - - - - -	18,816	
Customs - - - - -	8,097	
Miscellaneous Charges on account Madras, Bombay, and Canton	1,64,600	3,00,681
<b>Territorial Books:</b>		
Canton:—Bills drawn by Supra Cargoes in 1823/24 - - -	40,51,149	
Bullion sent to - D° - - - - -	21,03,952	61,55,101
<b>Opium Department:—Charges on this account</b> - - - - -	- - -	43,704
Commercial Charges General - - - - -	- - -	74,014
Charges under "Governor General," and "Revenue Department"	- - -	72,582
<b>Proceeds of Import Sales:</b>		
Paid into the General and Revenue Departments - - - -	24,84,979	
Supplies to the Presidencies, Canton, &c. - - - - -	1,19,791	26,04,770
<b>Proceeds of Exports:</b>		
Paid into the Treasury on this account - - - - -	56,040	
Supplies to H. M. Government, Canton, &c. - - - - -	19,07,794	
Saltpetre delivered to the Military Department - - - - -	73,205	20,37,039
<b>Military Department:—Supplies to the Commissariat</b> - - - -	- - -	10,093
Charges General of the General Department:—Supplies for the Relief of } Hidgellee, &c. - - - - -	- - -	24,687
Postmaster General:—Payments under this head - - - - -	- - -	4,625
		1,10,26,615
<b>EXTRAORDINARY DISBURSEMENTS:</b>		
Advances for Commercial Buildings, &c. including Dead Stock - - -	3,09,671	
Account Current London:—Advances on account Europe, Ships, &c. - -	10,950	
Bills payable:—Commission to the Residents - - - - -	8,71,334	
Sum on account H. M. Government - - - - -	738	
Commercial Charges General - - - - -	23,238	
Profit and Loss - - - - -	5,397	12,21,329
		2,31,32,299
<b>By BALANCE</b> - - - - -	- - -	18,54,927
<b>TOTAL COMMERCIAL DEPARTMENT</b> - - - - -	<b>Sicca Rupees</b>	<b>2,49,87,226</b>

JAMES C. MELVILL,

Aud<sup>r</sup> of India Acco<sup>r</sup>.

## D' - - - No. 10.—Abstract STATEMENT of the Receipts and Disbursements of the

To BALANCE:—Amount remaining in the following Departments, 30th April 1823 :		Rupess.
<b>GENERAL DEPARTMENT</b>	1,91,80,115	
Revenue	1,39,53,770	
Marine	2,410	
	3,30,56,296	
<b>MILITARY DEPARTMENT</b>	- - -	18,83,284
		3,49,39,580
<b>ORDINARY RECEIPTS:</b>		
<b>GENERAL DEPARTMENT:</b>		
Post Office Collections	2,55,803	
Peishcush and Subsidies from Mysore, Travancore and Cochin	34,15,319	
Mint Duties	78,298	
Durbar Presents	964	
Stamp Duties	5,45,477	
Value of Stationery issued for the Public Service	75,952	
	43,71,813	
<b>Judicial:</b>		
Receipts in the Provincial and Zillah Courts	- - -	1,37,743
<b>Revenue:</b>		
Presidency and Subordinates:		
Land Revenues, Current year	78,69,019	
- - D <sup>o</sup> - - Balances	7,62,201	
Customs	16,74,464	
	1,03,05,684	
Ceded and Conquered Provinces:		
Land Revenues, Current year	2,47,48,822	
- - D <sup>o</sup> - - Balances	21,96,015	
Customs	33,50,500	
	2,92,95,336	
<b>Salt: Receipt from the Sale of</b>	31,17,892	
<b>Extra Revenue</b>	2,49,870	
	4,29,68,782	
<b>Marine:</b>		
Receipts on Bonds, &c. Deposits	- - -	79,794
		4,75,58,132
<b>EXTRAORDINARY RECEIPTS:</b>		
Advances to Civil Architect, repaid	8,800	
Received from Nabob and Family, Account Advances repayable	6,600	
Bills payable	62,612	
Received from Government Bank	1,79,995	
Deposits	2,75,791	
Gain in Exchange	1,67,609	
Funds of Public Institutions	21,31,969	
Carnatic Deposits and Interest	11,50,399	
Advances by Court repaid	5,10,075	
Recovered from Rajah Mohiput Ram	90,090	
Advances to Mint Master's Assayer, repaid	31,250	
Received from Nizam's Government	2,15,447	
D <sup>o</sup> - from Boat Paymaster, account sundry Institutions	10,063	
Refunds, &c.	28,012	
Miscellaneous	22,082	
	55,96,889	
<b>Account Current, London:</b>		
Bills drawn, &c.	8,33,648	
Stores received from England	8,26,221	
Supplies from Ceylon	70,858	
	73,27,616	
<b>Java:</b>		
Miscellaneous Receipts	1,272	
	73,28,888	
Carried forward	- - -	8,24,97,712

MADRAS Government, from 1st May 1823 to 30th April 1824 - - - - - C'

By ORDINARY DISBURSEMENTS:			Rupees.
<b>GENERAL DEPARTMENT:</b>			
Salaries of the Governor and Council - - - - -		2,50,826	
Durbar Charges, and Governor's Office and Establishment - - - - -		3,51,882	
Salaries and Establishments at the Presidency and Subordinates - - - - -		16,37,658	
Allowances to Officers of His Majesty's Squadron - - - - -		64,131	
Stipends and Allowances:			
Pensions at the Presidency and Subordinates - - - - -	86,397		
Contributions to Public and Charitable Institutions - - - - -	91,216		
Hospitals and Vaccine Establishments - - - - -	1,19,852		
To the Nabobs of the Carnatic - - - - -	10,13,405		
To Families and Dependents of late Nabobs - - - - -	5,78,842		
To the Rajah of Tanjore - - - - -	10,36,123		
To the Nabob of Masulipatam - - - - -	52,725		
To Families of the late Tippoo Sultan and Hyder Ally, - - - - -	2,12,782		
Expense of Mysore Princes in Bengal - - - - -	3,30,750		
		35,22,092	58,26,589
Judicial:			
Supreme Court of Judicature and Law Officers - - - - -		2,21,678	
Justices of the Peace, Law Charges, &c. - - - - -		93,357	
Police Charges at the Presidency - - - - -		72,588	
Sudder Dewanny, Fouzdarry and Zillah - - - - -		27,11,778	
			30,99,401
Revenue:			
Board of Revenue and Officers at the Presidency - - - - -	2,42,108		
Charges Collection at the Presidency and Subordinates, - - - - -	8,34,428		
		10,76,536	
D° - in the Ceded and Conquered Provinces - - - - -		36,36,512	
Customs: Charges Collection - - - - -		6,02,210	
Salt: - - - - - D° - - - - -		8,61,824	
Pensions and Charitable Allowances - - - - -		9,83,380	
Peishcush for the Northern Circars - - - - -		3,15,315	
Rajah's Share of Revenue in Malabar - - - - -		2,73,404	
			77,49,189
Marine:			
Salaries, Establishments, &c. - - - - -			1,10,243
			1,67,85,422
<b>MILITARY DEPARTMENT:</b>			
Pay and Allowances, including King's Troops - - - - -		1,78,16,699	
General Staff and Military Officers - - - - -		14,89,109	
Ordnance, Medical, and Camp Equipage Departments - - - - -		21,37,632	
Commissariat - - - - -		40,12,267	
Contingencies - - - - -		20,42,689	
		2,74,98,396	
Deduct Credits,			
Provision Department - - - - -	5,05,793		
Bazaar Collections - - - - -	1,44,436		
		6,50,229	
			2,68,48,167
<b>EXTRAORDINARY DISBURSEMENTS:</b>			
Remittances of Bullion and Specie to England - - - - -		50,94,656	
Interest Account, Payments on Loans, Deposits, &c. - - - - -		14,87,141	
Advances on account Government Lottery, repayable - - - - -		93,827	
Deposits repaid - - - - -		15,73,763	
Mint Bullion Certificates - - - - -		20,87,160	
Advances to Individuals, and on account of Prize Funds - - - - -		29,552	
Payment of Balance to Mysore Government - - - - -		1,24,264	
D° - to Nizam's Government for Redemption of Peishcush - - - - -		1,05,10,510	
Carnatic Deposits - - - - -		11,90,000	
D° - Commissioners - - - - -		80,080	
Buildings and Repairs - - - - -		76,236	
Charges on Treasure, and Loss on Re-coinage - - - - -		37,282	
Batta to Officers for escorting Treasure, &c. - - - - -		1,48,562	
Miscellaneous - - - - -		2,76,677	
		2,28,09,709	
Account Current, London: - - - - -		66,601	
Advances, Account Ceylon - - - - -			
		2,28,76,310	4,36,33,589
Carried forward - - - - -			

D - - No. 10.—Abstract STATEMENT of the Receipts and Disbursements of the

To BALANCE:—Amount remaining in the following Departments, 30th April 1823:		Rs.	Peas.
<b>GENERAL DEPARTMENT</b>	1,91,20,115		
Revenue	1,39,33,770		
Marine	2,410		
<b>MILITARY DEPARTMENT</b>	- - -	3,30,56,296	
		18,83,284	
			3,49,39,580
<b>ORDINARY RECEIPTS:</b>			
<b>GENERAL DEPARTMENT:</b>			
Post Office Collections	2,55,803		
Peishcush and Subsidies from Mysore, Travancore and Cochin	34,15,319		
Mint Duties	78,298		
Durbar Presents	964		
Stamp Duties	5,45,477		
Value of Stationery issued for the Public Service	75,952		
		43,71,813	
<b>Judicial:</b>			
Receipts in the Provincial and Zillah Courts	- - -	1,37,743	
<b>Revenue:</b>			
Presidency and Subordinates:			
Land Revenues, Current year	78,69,019		
- - D <sup>o</sup> - - Balances	7,62,201		
Customs	16,74,464		
		1,03,05,084	
Ceded and Conquered Provinces:			
Land Revenues, Current year	2,47,48,822		
- - D <sup>o</sup> - - Balances	21,96,015		
Customs	33,50,500		
		2,92,95,336	
<b>Salt: Receipt from the Sale of</b>	31,17,892		
Extra Revenue	2,49,870		
		4,29,68,782	
<b>Marine:</b>			
Receipts on Bonds, &c. Deposits	- - -	79,794	
			4,75,58,132
<b>EXTRAORDINARY RECEIPTS:</b>			
Advances to Civil Architect, repaid	8,800		
Received from Nabob and Family, Account Advances repayable	6,600		
Bills payable	62,613		
Received from Government Bank	1,79,995		
Deposits	8,75,791		
Gain in Exchange	1,67,609		
Funds of Public Institutions	21,31,969		
Carnatic Deposits and Interest	11,50,399		
Advances by Court repaid	5,10,075		
Recovered from Rajah Mohiput Ram	90,090		
Advances to Mint Master's Assayer, repaid	31,250		
Received from Nizam's Government	2,15,447		
D <sup>o</sup> - from Boat Paymaster, account sundry Institutions	10,063		
Refunds, &c.	28,012		
Miscellaneous	22,282		
		55,96,889	
<b>Account Current, London:</b>			
Bills drawn, &c.	8,33,648		
Stores received from England	8,26,221		
Supplies from Ceylon	70,858		
		73,27,616	
<b>Java:</b>			
Miscellaneous Receipts	1,272		
Carried forward	72,28,888		8,24,97,712

MADRAS Government, from 1st May 1823 to 30th April 1824 - - - - - C'

By ORDINARY DISBURSEMENTS:			Rupees.
<b>GENERAL DEPARTMENT:</b>			
Salaries of the Governor and Council - - - - -		2,50,826	
Durbar Charges, and Governor's Office and Establishment - - -		3,51,882	
Salaries and Establishments at the Presidency and Subordinates -		16,37,658	
Allowances to Officers of His Majesty's Squadron - - - - -		64,131	
<b>Stipends and Allowances:</b>			
Pensions at the Presidency and Subordinates - - - - -	86,397		
Contributions to Public and Charitable Institutions - - - - -	91,216		
Hospitals and Vaccine Establishments - - - - -	1,19,852		
To the Nabobs of the Carnatic - - - - -	10,13,405		
To Families and Dependents of late Nabobs - - - - -	5,78,842		
To the Rajah of Tanjore - - - - -	10,36,123		
To the Nabob of Masulipatam - - - - -	52,725		
To Families of the late Tippoo Sultan and Hyder Ally, - - - - -	2,12,782		
Expense of Mysore Princes in Bengal - - - - -	3,30,750		
		35,22,092	58,26,589
<b>Judicial:</b>			
Supreme Court of Judicature and Law Officers - - - - -		2,21,678	
Justices of the Peace, Law Charges, &c. - - - - -		93,357	
Police Charges at the Presidency - - - - -		72,588	
Sudder Dewanny, Fouzdary and Zillah - - - - -		27,11,778	
			30,99,401
<b>Revenue:</b>			
Board of Revenue and Officers at the Presidency - - - - -	2,42,108		
Charges Collection at the Presidency and Subordinates, - - - - -	8,34,428		
		10,76,536	
D° - in the Ceded and Conquered Provinces - - - - -		36,36,512	
Customs: Charges Collection - - - - -		6,02,210	
Salt: - - - - D° - - - - -		8,61,824	
Pensions and Charitable Allowances - - - - -		9,83,380	
Peishcush for the Northern Circars - - - - -		3,15,315	
Rajah's Share of Revenue in Malabar - - - - -		2,73,404	
			77,49,189
<b>Marine:</b>			
Salaries, Establishments, &c. - - - - -			1,10,243
			1,67,85,422
<b>MILITARY DEPARTMENT:</b>			
Pay and Allowances, including King's Troops - - - - -		1,78,16,699	
General Staff and Military Officers - - - - -		14,89,109	
Ordnance, Medical, and Camp Equipage Departments - - - - -		21,37,632	
Commissariat - - - - -		40,12,267	
Contingencies - - - - -		20,42,689	
		2,74,98,396	
Deduct Credits,			
Provision Department - - - - -	5,05,793		
Bazaar Collections - - - - -	1,44,436		
		6,50,229	
			2,68,48,167
<b>EXTRAORDINARY DISBURSEMENTS:</b>			
Remittances of Bullion and Specie to England - - - - -		50,94,656	
Interest Account, Payments on Loans, Deposits, &c. - - - - -		14,87,141	
Advances on account Government Lottery, repayable - - - - -		93,827	
Deposits repaid - - - - -		15,73,763	
Mint Bullion Certificates - - - - -		20,87,160	
Advances to Individuals, and on account of Prize Funds - - - - -		29,552	
Payment of Balance to Mysore Government - - - - -		1,24,264	
D° - to Nizam's Government for Redemption of Peishcush - - - - -		1,05,10,510	
Carnatic Deposits - - - - -		11,90,000	
D° - Commissioners - - - - -		80,080	
Buildings and Repairs - - - - -		76,236	
Charges on Treasure, and Loss on Re-coinage - - - - -		37,282	
Batta to Officers for escorting Treasure, &c. - - - - -		1,48,562	
Miscellaneous - - - - -		2,76,677	
			4,36,33,589
<b>Account Current, London:</b>			
Advances, Account Ceylon - - - - -		2,28,09,709	
		66,601	
		2,28,76,310	
Carried forward - - - - -			4,36,33,589



## D' - - - - - No. 10.—Abstract STATEMENT of the Receipts and Disbursements

	Brought forward - - -	73,28,888	- - -	Rupees. 8,24,97,710
<b>SUPPLIES from other PRESIDENCIES:</b>				
<i>Bengal:</i>				
Bills drawn - - - - -		30,97,714		
Subscriptions to Loans - - - - -		104		
Remittance to Resident at Hyderabad - - - - -		54,58,680		
Charges on Remittance - - - - -		98,874		
Gain on negotiating Drafts on Bengal - - - - -		1,04,707		
Received from Nizam's Government - - - - -		10,676		
Expense of Mysore Princes - - - - -		3,30,750		
Miscellaneous - - - - -		1,23,263		
		<u>92,24,768</u>		
<i>Bombay:</i>				
Bills drawn - - - - -		7,096		
Supplies of Money to Commissariat - - - - -		50,000		
Military Stores received - - - - -		35,187		
Recoveries and Transfers credited by Paymasters - - - - -		50,832		
Supplies of Money to Paymaster at Poonah - - - - -		3,10,000		
D° - to Paymaster in Southern Mahratta Country, - - - - -		10,40,000		
Miscellaneous - - - - -		80,861		
		<u>15,73,976</u>		
<b>SUPPLIES from the COMMERCIAL BRANCH:</b>				
Sale of Import and Export Goods - - - - -		1,87,268		
Stores issued for Public Service - - - - -		2,52,369		
Miscellaneous - - - - -		69,326		
		<u>5,08,963</u>		
			1,86,36,595	
<b>Revenue:</b>				
Deposits - - - - -		49,69,875		
Recoveries of Tuckavy, &c. - - - - -		10,75,145		
Charges refunded - - - - -		3,18,357		
Gain by Exchange - - - - -		52,006		
Balance due to Nizam - - - - -		18,01,802		
			82,17,185	
<b>Military:</b>				
Deposits - - - - -			93,019	
				2,69,46,799
<b>TOTAL TERRITORIAL and COMMERCIAL - - -</b>			<b>Rupees</b>	<b>10,94,44,511</b>

of the MADRAS Government—continued. - - - - - C'

			Rupees.
	Brought forward - - -	2,28,76,310	4,36,33,589
<b>SUPPLIES to other PRESIDENCIES:</b>			
<i>Bengal:</i>			
Interest on Securities - - - - -	27,27,127		
Bills drawn from Persia - - - - -	11,523		
Residency at Hydrabad - - - - -	2,03,837		
D° - at Nagpore - - - - -	1,83,688		
Bills on England - - - - -	1,28,859		
Public Securities discharged in Cash - - - - -	20,49,527		
Expedition against the Burmese - - - - -	2,89,182		
Supplies to Mauritius - - - - -	943		
Miscellaneous - - - - -	2,40,925		
	<u>58,35,610</u>		
<i>Bombay:</i>			
Remittance of Specie from Treasuries on } Malabar Coast - - - - -	22,83,000		
Supplies of Coir from Canara - - - - -	13,084		
D° - of Military Stores - - - - -	1,08,928		
Miscellaneous - - - - -	68,309		
	<u>24,73,321</u>		
		3,11,85,241	
<b>SUPPLIES to the COMMERCIAL BRANCH:</b>			
Advances for Investment - - - - -	16,67,127		
Miscellaneous - - - - -	1,27,480		
		17,94,607	
<b>Revenue:</b>			
Tuckavy Advances, &c. - - - - -		61,46,921	
<b>MILITARY DEPARTMENT:</b>			
Payment of Off-reckonings - - - - -		4,98,785	
Buildings and Repairs - - - - -		1,94,038	
Extraordinary and Contingent Charges - - - - -		1,68,034	
		<u>8,60,857</u>	
Deduct Receipts, Sale of Stores, Horses, &c. - - - - -	3,00,810		
Credits for Retrenchments, and Gain on Exchange - - - - -	5,718		
	<u>2,06,528</u>		
		6,54,329	
<b>BALANCE:—Amount remaining in the following Departments, on 30th April 1824:</b>			3,97,81,098
<b>GENERAL DEPARTMENT</b> - - - - -	1,00,61,405		
<b>REVENUE</b> - - - - -	1,24,59,782		
<b>MARINE</b> - - - - -	11,692		
<b>MILITARY</b> - - - - -	21,00,176		
		<u>2,46,33,055</u>	
			6,44,14,153
Floating BALANCES of the Year - - - - -			13,97,094
<b>TOTAL TERRITORIAL and COMMERCIAL</b> - - - - -			<b>Rupees</b> 10,94,44,836

JAMES C. MELVILL,  
Aud<sup>r</sup> of India Acco<sup>s</sup>.

## D° - - - - No. 11.—Abstract STATEMENT of the Receipts and Disbursements c

To BALANCE:—Amount remaining in the following Departments, on 30th April 1823.		Rs.	Peon.
<b>CIVIL DEPARTMENT:</b>			
General	- - - - -	41,13,076	
Revenue	- - - - -	54,09,636	
Marine	- - - - -	1,76,930	
			96,99,642
<b>MILITARY DEPARTMENT</b>	- - - - -	- - -	17,78,064
			<b>1,14,77,706</b>
<b>ORDINARY RECEIPTS:</b>			
<b>CIVIL DEPARTMENT:</b>			
<b>General:</b>			
Sale of Presents	- - - - -	4,162	
Post Office Collections	- - - - -	1,00,028	
Mint Duties	- - - - -	44,273	
Stamp Duties	- - - - -	1,59,984	
			3,08,447
<b>Judicial:</b>			
Bombay County Fund	- - - - -	70,186	
Fees and Fines at Provincial Courts	- - - - -	71,472	
			1,41,658
<b>Revenue:</b>			
Land Revenue and Sayer at the Presidency	- - 4,02,366		
D° - - - D° - - - Subordinates	- - 17,75,372		
D° - - - D° in Ceded and Conq <sup>d</sup> Provinces	1,42,22,082		
		1,63,99,820	
<b>Customs:</b>			
Collection of Duties at the Presidency, and Subordinates	- - - - - 16,58,797		
D° - in the Ceded and Conquered Provinces	- - - - - 16,12,879		
		32,71,676	
			1,96,71,496
Opium: Receipts from Sale of, including Consignment to Bengal	- - - - -	47,11,749	
Salt: - - - D° - - - including Duty collected	- - - - -	61,424	
Marine: Hire of Dry Docks, Mooring Chains, Luggage Boats, &c.	- - - - -	1,23,963	
			<b>2,50,18,737</b>
<b>EXTRAORDINARY RECEIPTS:</b>			
<b>CIVIL DEPARTMENT:</b>			
<b>General:</b>			
Bills receivable	- - - - -	98,650	
D° payable, outstanding	- - - - -	76,545	
The late Peishwa's Property, sale of	- - - - -	739	
Guicowar State, for the maintenance of Mulhar Row, &c.	- - - - -	13,418	
Roads: Wheel Tax collected	- - - - -	18,417	
Rent from Buildings revertible to the Company on the death of Mrs. Keating	- - - - -	5,255	
Funds of Public Institutions	- - - - -	4,04,775	
Mint Security Deposits	- - - - -	30,000	
Deposits on account the Estates of deceased Military Officers	- - - - -	1,890	
D° - on account Military Stores lent to Merchants	- - - - -	245	
Carried forward	- - - R°	6,49,934	
			<b>3,64,96,443</b>

the BOMBAY Government, from 1st May 1823 to 30th April 1824 - - - - - C'

ORDINARY DISBURSEMENTS:		Rupee.
<b>CIVIL DEPARTMENT:</b>		
General:		
Salaries to the Governor and Council	3,97,666	
Public Offices and Establishments at the Presidency, &c.	6,71,207	
D° - - - - D° Subordinates	7,70,552	
Durbar Charges, &c.	20,826	
Post Office Charges	1,16,632	
Mint Charges	27,983	
Ecclesiastical Department	1,63,042	
Public Contingencies, &c.	4,19,736	
Repairs of Roads, Bridges, &c.	2,73,653	
Pensions and Charitable Allowances	57,386	
		29,27,683
Judicial:		
Recorder's Court and Establishments	2,11,579	
Bombay County Fund	82,916	
Sudder and Fouzdaree Adawluts	2,14,635	
Provincial Courts	13,06,017	
		18,15,147
Revenue:		
Charges Collection at the Presidency	56,792	
D° - - D° Subordinates	2,48,087	
D° - - D° in Ceded and Conquered Provinces	24,74,365	
Pensions and Charitable Allowances	9,23,654	
D° - to Bajee Row and Chimnajeel Appah	11,00,600	
Stipends to the Nawaub of Surat and his Officers	1,12,778	
		49,15,676
Customs:		
Charges Collection at the Presidency	1,23,774	
D° - - D° Subordinates	68,750	
D° - - D° in Ceded and Conquered Provinces	1,80,393	
		3,72,917
		52,88,593
Opium: Purchase of, including Charges of Establishment		22,09,787
Marine:		
Office Establishment and Charges	1,07,641	
Charges of Cruizers and Vessels, including also Charges on account former Years	3,58,045	
Marine Charges - D° - D°	3,83,726	
Pattamar and other Boats	34,326	
Marine Yards, &c.	28,065	
Surat Cruizers and Charges	25,718	
Charges on account Dry Docks, Mooring Chains, &c.	28,658	
D° - on Marine Stores	22,561	
Amount of Marine Stores received from England	77,830	
		10,66,570
		1,33,07,780
<b>MILITARY DEPARTMENT:</b>		
Pay and Allowances to King's Troops	14,35,206	
D° - D° Company's	63,19,183	
Baroda Subsidiary Force	17,95,888	
Poonah Auxiliary D°	4,89,214	
General, Medical, Garrison and Division Staffs	16,59,901	
Contingencies	18,03,298	
Repairs to Fortifications and Buildings	3,07,287	
Military and Medical Stores received from England	5,56,112	
		1,43,66,179
		2,76,73,959
<b>EXTRAORDINARY DISBURSEMENTS:</b>		
<b>CIVIL DEPARTMENT:</b>		
General:		
Interest on the Public Securities	1,45,363	
Bills of Exchange payable	1,03,372	
Enamdars	1,82,656	
Loss by Exchange	1,68,649	
Issued on account of Funds of Public Institutions, Lotteries, &c.	2,14,124	
D° on account Prize Funds	19,680	
D° on account Guicowar State for maintenance of Mulhar Row, &c.	19,966	
D° on account Rajah of Collapore	16,022	
Constructing Churches at Kaira and Northern Concan	42,258	
Constructing Public Buildings at Sattarah	16,202	
Loan to His Highness Futtah Ullha Khan	10,000	
Sundry Political Charges, &c.	20,400	
Dead Stock supplied	22,908	
Carried forward - - - R°	9,81,609	
		2,76,73,959

## D' - - - - No. 11.—Abstract STATEMENT of the Receipts and Disbursements of

To BALANCE:—Amount remaining in the following Departments, on 30th April 1853.		Rs.	Asa.
<b>CIVIL DEPARTMENT:</b>			
General	41,13,076		
Revenue	54,09,636		
Marine	1,76,930		
		96,99,642	
<b>MILITARY DEPARTMENT</b>		17,78,064	
			1,14,77,706
<b>ORDINARY RECEIPTS:</b>			
<b>CIVIL DEPARTMENT:</b>			
<b>General :</b>			
Sale of Presents	4,162		
Post Office Collections	1,00,028		
Mint Duties	44,273		
Stamp Duties	1,59,984		
		3,08,447	
<b>Judicial :</b>			
Bombay County Fund	70,186		
Fees and Fines at Provincial Courts	71,472		
		1,41,658	
<b>Revenue :</b>			
Land Revenue and Sayer at the Presidency	4,02,366		
D° - - - D° Subordinates	17,75,372		
D° - - - D° in Ceded and Conq <sup>d</sup> Provinces	1,42,22,082		
	1,63,99,820		
<b>Customs :</b>			
Collection of Duties at the Presidency, and } Subordinates - - - }	16,58,797		
D° - in the Ceded and Conquered Provinces	16,12,879		
	32,71,676		
		1,96,71,496	
Opium: Receipts from Sale of, including Consignment to Bengal	- - -	47,11,749	
Salt: - - - D° - - - including Duty collected	- - -	61,424	
Marine: Hire of Dry Docks, Mooring Chains, Luggage Boats, &c.	- - -	1,23,963	
			2,50,18,737
<b>EXTRAORDINARY RECEIPTS:</b>			
<b>CIVIL DEPARTMENT:</b>			
<b>General :</b>			
Bills receivable	98,650		
D° payable, outstanding	76,545		
The late Peishwa's Property, sale of	739		
Guicowar State, for the maintenance of Mulhar Row, &c.	13,418		
Roads: Wheel Tax collected	18,417		
Rent from Buildings revertible to the Company on the death of } Mrs. Keating - - - - - }	5,255		
Funds of Public Institutions	4,04,775		
Mint Security Deposits	30,000		
Deposits on account the Estates of deceased Military Officers	1,890		
D° - on account Military Stores lent to Merchants	245		
	6,49,934		
Carried forward - - - R'			3,04,96,443

the BOMBAY Government, from 1st May 1823 to 30th April 1824 - - - - C

ORDINARY DISBURSEMENTS:		Rupee.
<b>CIVIL DEPARTMENT:</b>		
General:		
Salaries to the Governor and Council	3,97,666	
Public Offices and Establishments at the Presidency, &c.	6,71,207	
D° - - - - D° Subordinates	7,70,552	
Durbar Charges, &c.	29,826	
Post Office Charges	1,16,632	
Mint Charges	27,983	
Ecclesiastical Department	1,63,042	
Public Contingencies, &c.	4,19,736	
Repairs of Roads, Bridges, &c.	2,73,653	
Pensions and Charitable Allowances	57,386	
		29,27,683
Judicial:		
Recorder's Court and Establishments	2,11,579	
Bombay County Fund	82,916	
Sudder and Fouzdaree Adawluts	2,14,635	
Provincial Courts	13,06,017	
		18,15,147
Revenue:		
Charges Collection at the Presidency	56,792	
D° - - D° Subordinates	2,48,087	
D° - - D° in Ceded and Conquered Provinces	24,74,365	
Pensions and Charitable Allowances	9,23,654	
D° - to Bajee Row and Chimnaje Appah	11,00,000	
Stipends to the Nawaub of Surat and his Officers	1,12,778	
	49,15,676	
Customs:		
Charges Collection at the Presidency	1,23,774	
D° - - D° Subordinates	68,750	
D° - - D° in Ceded and Conquered Provinces	1,80,393	
	3,72,917	
		52,88,593
Opium: Purchase of, including Charges of Establishment	- - -	22,09,787
Marine:		
Office Establishment and Charges	1,07,641	
Charges of Cruizers and Vessels, including also Charges on account former Years	3,58,045	
Marine Charges - D° - D°	3,83,726	
Pattamar and other Boats	34,326	
Marine Yards, &c.	28,065	
Surat Cruizers and Charges	25,718	
Charges on account Dry Docks, Mooring Chains, &c.	28,658	
D° - on Marine Stores	22,561	
Amount of Marine Stores received from England	77,830	
		10,66,570
		1,33,07,780
<b>MILITARY DEPARTMENT:</b>		
Pay and Allowances to King's Troops	14,35,296	
D° - D° Company's	63,19,183	
Baroda Subsidiary Force	17,95,888	
Poonah Auxiliary D°	4,89,214	
General, Medical, Garrison and Division Staffs	16,59,901	
Contingencies	18,03,298	
Repairs to Fortifications and Buildings	3,07,287	
Military and Medical Stores received from England	5,56,112	
		1,43,66,179
		2,76,73,959
<b>EXTRAORDINARY DISBURSEMENTS:</b>		
<b>CIVIL DEPARTMENT:</b>		
General:		
Interest on the Public Securities	1,45,363	
Bills of Exchange payable	1,03,372	
Enamdars	1,82,656	
Loss by Exchange	1,68,649	
Issued on account of Funds of Public Institutions, Lotteries, &c.	2,14,124	
D° on account Prize Funds	19,689	
D° on account Guicowar State for maintenance of Mulhar Row, &c.	19,966	
D° on account Rajah of Collapore	16,022	
Constructing Churches at Kaira and Northern Concan	42,258	
Constructing Public Buildings at Sattarah	16,202	
Loan to His Highness Futtah Ullha Khan	10,000	
Sundry Political Charges, &c.	20,400	
Dead Stock supplied	22,908	
Carried forward	9,81,609	
		2,76,73,959

D° - - - - - No. 11.—Abstract STATEMENT of the Receipts and Disbursements

		Brought forward - - -	Rupers. 3,64,96,443
<b>EXTRAORDINARY RECEIPTS—continued.</b>			
<b>CIVIL DEPARTMENT—General: - cont<sup>d</sup> - and bro<sup>t</sup> forward - R°</b>		6,49,934	
<b>Supplies from London :</b>			
Bills on the Court - - - - -	5,01,395		
Advances in England recovered, &c. - - - - -	83,990		
Political Stores received - - - - -	6,73,776		
	<u>19,59,161</u>		
<b>SUPPLIES from other PRESIDENCIES:</b>			
<i>Bengal:</i>			
Principal of Bengal Loan paid by Bills on the Court - - - - -	4,07,977		
Bills drawn on Supreme Government by the Presidency - - - - -	24,83,013		
D° - - - - - D° - - - - - Subordinates	15,85,126		
Drafts drawn on account Interest - - - - -	11,830		
Specie and Bullion received - - - - -	25,20,899		
Received from the Prince of Persia, Futtah Ulah Khan - - - - -	15,000		
Pensions, &c. disbursed on account this Presidency - - - - -	11,90,260		
	<u>82,14,105</u>		
<i>Fort St. George:</i>			
Specie and Bullion received - - - - -	29,04,111		
Received from the Collector of Malabar - - - - -	28,209		
Disbursements on account this Presidency - - - - -	2,49,029		
Sundry Receipts - - - - -	10,904		
	<u>31,92,253</u>		
<i>Ceylon:</i>			
Disbursements on account this Presidency - - - - -		1,008	
<b>SUPPLIES from the COMMERCIAL BRANCH:</b>			
Received into the General and Subordinate Treasuries - - - - -		13,61,358	
			1,40,27,885
<b>Revenue :</b>			
Sale of confiscated Goods, strayed Cattle, &c. - - - - -		6,271	
Tuckavee repaid - - - - -		35,432	
Sundry Receipts - - - - -		13,663	
Deposits - - - - -		38,685	
			94,051
<b>Customs :</b>			
Sale of seized Goods - - - - -			97
<b>Marine :</b>			
Sales of Stores - - - - -		48,821	
Recoveries on account Hire of Dry Docks, Mooring Chains, &c. - - - - -		13,752	
Miscellaneous - - - - -		28,644	
			91,217
<b>MILITARY DEPARTMENT:</b>			
Subsidy from Cutch Government - - - - -		2,00,000	
Bazaar Collections - - - - -		39,321	
Sale of Stores - - - - -		2,47,955	
Instalment of Penalty from Rajah of Bhownagger - - - - -		30,000	
Stores supplied to Madras and Bengal - - - - -		40,829	
Miscellaneous - - - - -		24,195	
			5,82,300
			1,54,45,484
Carried forward - - - R°			5,19,41,027

of the BOMBAY Government, &c.—*continued.* - - - - - C'

		Brought forward - - -	Rupees. 2,76,73,959
<b>EXTRAORDINARY DISBURSEMENTS—<i>continued.</i></b>			
<b>CIVIL DEPARTMENT—General: - <i>cont<sup>d</sup></i> - and bro<sup>t</sup> forward - R<sup>s</sup></b>		9,81,609	
<b>SUPPLIES to LONDON:</b>			
Treasure, including Charges - - - - -	9,19,287		
Over-credited on account Advances to Major Butler - - - - -	1,980		
Contingencies - - - - -	618		
	<hr/>	9,21,885	
<b>SUPPLIES to other PRESIDENCIES:</b>			
<i>Bengal:</i>			
Loan paid by Bills on England - - - - -	4,07,977		
Interest on 6 per cent Loans - - - - -	8,94,982		
Bills on account that Presidency - - - - -	92,552		
Disbursements - <i>d<sup>o</sup></i> - including Pensions - - - - -	2,34,614		
Stores consigned to Bengal - - - - -	57,391		
Opium consigned from Malwa - - - - -	30,51,648		
Advances and Supplies on account H. M. Government - - - - -	2,49,892		
	<hr/>	49,89,056	
<i>Fort St. George:</i>			
Advances to the Military Paymaster in the Carnatic - - - - -	10,41,673		
Disbursed in the Civil and Military Departments for Madras - - - - -	8,69,392		
Specimens of Silver Coins transmitted to D <sup>o</sup> - - - - -	1,003		
	<hr/>	19,12,068	
<b>SUPPLIES to the COMMERCIAL BRANCH:</b>			
Bills paid and Supplies furnished on account Canton - - - - -	11,22,083		
Advanced for Purchase of Investments, &c. - - - - -	13,24,172		
	<hr/>	24,46,255	
Judicial:			1,02,69,264
Constructing Judicial Buildings - - - - -	1,51,770		
Dead Stock supplied - - - - -	26,612		
	<hr/>		1,78,382
Revenue:			
Charges on account Surveys - - - - -	1,42,770		
D <sup>o</sup> - D <sup>o</sup> - Revenue Buildings - - - - -	1,47,630		
Dead Stock supplied - - - - -	60,980		
Thasra Ghan's Dana - - - - -	23,584		
Military Troops employed - - - - -	17,074		
Treasure stolen from the Candeish Collector's Office - - - - -	3,230		
Donation to Ryots for damages sustained by Troops - - - - -	396		
Deposits - - - - -	45,526		
	<hr/>		4,41,190
Customs:			
Drawbacks on Exports - - - - -	3,02,554		
Constructing Pier and Crane at Panwell - - - - -	17,951		
	<hr/>		3,20,505
Marine:			
Debt outstanding on account Dry Docks, &c. - - - - -	7,322		
Unclaimed Pay, &c. - - - - -	1,271		
Compensation to Commanders in lieu of Freight - - - - -	6,044		
Building Vessels for the Bombay Marine - - - - -	21,427		
Purchase of Timber, including Charges - - - - -	30,534		
Supply of Coir from Canara - - - - -	26,171		
	<hr/>		92,769
<b>MILITARY DEPARTMENT:</b>			
Off-reckonings - - - - -	2,66,568		
Loss by Exchange in paying Troops, &c. - - - - -	2,80,680		
Passage of Invalids belonging to King's Regiments - - - - -	1,10,558		
Stores from Bengal - - - - -	6,186		
Provisions supplied by Madras to Bombay Troops - - - - -	7,787		
Dead Stock - - - - -	5,46,869		
	<hr/>		12,18,648
			1,35,02,367
Carried forward - - - R <sup>s</sup>			4,11,76,326



D' - - - - - No. 11.—Abstract STATEMENT of the Receipts and Disbursements

Brought forward - - - Rupees	5,19,41,907
	Rupees 5,19,41,907

D' - - - - - Abstract STATEMENT of the Receipts and Disbursements

To BALANCE:—Amount remaining in this Department, on 30th April 1823 - -	Rupees. 1,33,269
<b>RECEIPTS:</b>	
<b>At the Presidency:</b>	
Export Warehousekeeper : Sale of Export Goods - - -	42,690
Received for Screw Hire, re-packing, &c. - - -	5,124
	47,814
<b>Import Warehousekeeper:</b>	
Received on account Monthly General Sales - - -	12,29,381
Europe Imports supplied to the different Departments - -	37,707
Sale of British Cotton Handkerchiefs and Europe Scarfs - -	8,974
D° of Madeira Wine - - - - -	51,765
D° of Europe Packages, Deposits forfeited, &c. - - -	2,280
	13,30,107
<b>Subordinates:</b>	
Sundry Receipts - - - - -	10,910
	13,88,831
	Rupees 15,22,100

East India House, }  
6th May 1826. }

(Errors excepted.)

of the BOMBAY Government, &c.—*continued.* - - - - - C.

		Brought forward - - -	Rupees
<b>EXTRAORDINARY DISBURSEMENTS—<i>continued.</i></b>			4,11,76,326
<b>BALANCE :—Amount remaining in the following Departments, on 30th April 1824.</b>			
<b>CIVIL DEPARTMENT:</b>			
General	- - - - -	35,30,734	
Revenue	- - - - -	50,08,990	
Marine	- - - - -	2,05,129	
			87,44,853
<b>MILITARY DEPARTMENT</b>	- - - - -	- - - - -	20,20,748
			1,07,65,601
			Rupees 5,19,41,927

in the COMMERCIAL Department at BOMBAY, for 1823/24 - - - - - C.

<b>ORDINARY DISBURSEMENTS:</b>			
<b>COMMERCIAL CHARGES:</b>			
<b>At the Presidency:</b>			
Export Department; Salary, Establishment, &c.	- - - - -	10,579	
Customs on Imports	- - - - -	67,676	
			78,255
Import Department: Salary, Establishment, &c.	- - - - -	68,882	
Customs on Imports	- - - - -	5,577	
			74,459
Subordinates: - - Salaries, Establishments, &c.	- - - - -	16,039	
Customs	- - - - -	18,026	
			34,065
			1,86,779
<b>EXTRAORDINARY DISBURSEMENTS:</b>			
<b>CHARGES on MERCHANDIZE:</b>			
At the Presidency	- - - - -	11,154	
Surat	- - - - -	79,554	
Kattywar	- - - - -	70,497	
			1,61,205
London:			
Advanced for the use of Company's Ship Scaleby Castle	- - - - -	- - -	4,500
Advanced for Commercial Buildings	- - - - -	- - -	9,290
			1,74,995
<b>INVESTMENTS:</b>			
<b>At the Presidency:</b>			
Export Department: Cotton purchased	- - - - -	- - -	1,39,367
Charges on D°	- - - - -	- - -	24,103
			3,12,062
Surat: Cotton for Europe and China	- - - - -	- - -	4,69,273
Kattywar: - - D° - - D°	- - - - -	- - -	
			9,44,805
<b>Territorial Books:</b>			
Payments made into General Treasury	- - - - -	- - -	13,14,028 *
Deduct Amount received from the General and Subordinate Treasuries, for the purchase of Investments	- - - - -	- - -	11,88,355
			1,25,673
			14,32,252
<b>BALANCE :—Amount remaining in this Department, on 30th April 1824</b>	- - - - -	- - - - -	89,848
			Rupees 15,22,100

JAMES C. MELVILL,  
Aud' of India Acco<sup>ts</sup>.

## D' - - No. 12.—Abstract STATEMENT of the Receipts and Disbursements of the Residency

To BALANCES remaining on the 1st May 1823:				Repres.
Residency:				
Treasury	- - - - -	4,17,204		
Civil Paymaster	- - - - -	2,991		
Storekeeper	- - - - -	7,628		
			4,27,823	
Subordinates:				
Singapore	- - - - -	1,11,781		
Nattal	- - - - -	2,01,685		
			3,13,466	
	To RESOURCES:			7,41,289
Residency:				
Treasury:				
Amount of Opium and Spirit Farms	- - - - -	45,847		
Subordinates:				
Nattal:				
Amount Import and Export Duties	- - - - -	7,912		
Opium Farm at Tappanooly, 4 months	- - - - -	134		
		8,046		
			53,893	
	To EXTRAORDINARY RECEIPTS:			
Residency:				
Treasury:				
Bills drawn on Bengal	- - - - -	8,93,032		
- D° - on the Court	- - - - -	10,667		
Received from Sir T. S. Raffles, on account of £. 1200. advanced by the Court	- - - - -	10,667		
Stores sold	- - - - -	1,64,464		
Copper Coin	- - - - -	41,069		
On account of Coffee Cultivation	- - - - -	9,643		
Wharfage and Pilotage	- - - - -	2,067		
Police Fund	- - - - -	2,905		
Deposits on account of intestate Estates	- - - - -	10,925		
Military Paymaster, balance of his Accounts	- - - - -	2,621		
Sir T. S. Raffles, balance of Cash advanced at Singapore	- - - - -	7,268		
Debts from Individuals	- - - - -	11,343		
Advances for Public Works	- - - - -	13,192		
On account of Coolit Coys, &c.	- - - - -	2,264		
Deposits on account Public Subscription	- - - - -	3,474		
- D° - D° - Marlbro' Free School	- - - - -	2,934		
Miscellaneous	- - - - -	3,978		
		11,92,513		
Civil Paymaster:				
Debts from Individuals	- - - - -	9,075		
On account of Coffee Cultivation	- - - - -	4,141		
Advance made at Nattal	- - - - -	1,224		
Unauthorised Charges at Nattal	- - - - -	141		
		14,581		
Storekeeper:				
Stores, &c. sold	- - - - -	2,05,574		
Carried forward	- - - - -	14,12,668	53,893	7,41,289

of BENCOOLEN and its Dependencies, from the 1st May 1823 to 30th April 1824 - C'

Residency:	By DISBURSEMENTS:		Rupees.
<b>Treasury:</b>			
Advanced the Military Paymaster	- - - - -	1,32,280	
Interest on Promissory Notes, including one paid off	- - - - -	6,255	
Paid for Pepper	- - - - -	65,625	
Paid the Managers of the Marlbro' Free School	- - - - -	364	
Loss by Exchange	- - - - -	9,608	
			2,14,132
<b>Civil Paymaster:</b>			
<b>Civil Charges, Territorial and Commercial:</b>			
Civil Establishment	- - - - -	2,60,422	
Military Charges	- - - - -	74,548	
Allowances and Pensions	- - - - -	30,737	
Charges Merchandize	- - - - -	10,308	
Charges General	- - - - -	59,561	
Charges Extraordinary	- - - - -	1,41,746	
Expenses of Bengal Convicts	- - - - -	58,593	
Do - of the Establishment at Permattam and Aroongong	- - - - -	7,312	
On account of the scientific Mission to Bencoolen	- - - - -	5,240	
Repairs to Rat Island Wharf	- - - - -	6,782	
Sundry Articles for House Steward	- - - - -	5,064	
Advances to Individuals	- - - - -	10,667	
Purchase of Boats	- - - - -	8,394	
Compensation to Mr. Presgrave, for losses at Manna	- - - - -	4,857	
Deposits, including Interest	- - - - -	4,528	
Police Fund	- - - - -	893	
Advances for Public Works	- - - - -	19,526	
Compensation to Mr. Prince, for loss of Interest on Bills	- - - - -	3,932	
Expenses incurred in experimental Coffee Cultivation	- - - - -	2,679	
Storekeeper's Bill for Supplies to Nattal	- - - - -	2,379	
Arrears of Salary to Sir T. S. Raffles, pending a reference to the Honourable Court of Directors	- - - - -	30,687	
Advances - do - for losses by the destruction of the Ship Fame	- - - - -	30,666	
Arrears of House Rent to Master Attendant at Singapore	- - - - -	3,690	
Sundry Expenses on account of the Ship Fame	- - - - -	1,922	
Purchase of Stores in the Commercial Department	- - - - -	96,189	
Advanced the Storekeeper, for the purchase of Pepper	- - - - -	74,004	
Freight of Rice	- - - - -	3,000	
Timber, &c: purchased	- - - - -	6,258	
Purchase of Pepper	- - - - -	34,956	
Disbursements in the Commercial Department	- - - - -	5,171	
Miscellaneous	- - - - -	9,022	
			10,13,733
<b>Storekeeper:</b>			
Paid into the Treasury, for Stores sold, &c.	- - - - -	1,96,009	
Commission on Sales of Stores	- - - - -	7,161	
Stores purchased	- - - - -	2,142	
			2,05,312
	Carried forward	- - - - -	14,33,177

N° 12.—Abstract STATEMENT of the Receipts and Disbursement

Brought forward - - -	14,12,668	63,893	Rupees 7,41,289
<b>EXTRAORDINARY RECEIPTS—continued.</b>			
<i>Residency—continued.</i>			
<i>Subordinates:</i>			
<i>Singapore:</i>			
Deficiency of Cash sent to Bencoolen - - - - -	76		
<i>Natal:</i>			
Sale of Rice, Dhall, &c. - - - - -	11,005		
On account of Advances for Pepper - - - - -	4,954		
D° - - Estate of R. P. Reid - - - - -	954		
Gain by Exchange - - - - -	2,592		
Miscellaneous - - - - -	984		
	20,549		
		14,33,293	
			14,87,186
			Rupees - - - 22,28,475

East India House, }  
6th May 1826. }

(Errors Excepted.)

of the Residency of BENCOLEN and its Dependencies—*continued.*

		Brought forward - - -	14,33,177	Rupees.
<b>DISBURSEMENTS—<i>continued.</i></b>				
<i>Residency—continued.</i>				
<i>Subordinates:</i>				
<i>Singapore:</i>				
Disbursed in the Month of May 1823:				
Civil and Military Establishments	- - - - -	15,691		
Advanced the Town Committee and to Individuals	- - - - -	30,699		
Cash transferred to Bengal	- - - - -	33,326		
D° - D° in the Commercial Department	- - - - -	21,489		
Balance of Cash settled at Marlbro'	- - - - -	7,268		
Miscellaneous	- - - - -	3,384		
			1,11,857	
<i>Nattal:</i>				
Civil and Military Charges	- - - - -	36,345		
Advanced on account of the Local Corps	- - - - -	24,197		
Expense of the Detachment of the 20th N. I.	- - - - -	28,792		
Orphan Institution	- - - - -	3,370		
Advanced the Commercial Department	- - - - -	3,61,039		
Robbery in the Treasury at Tappanooly	- - - - -	5,355		
			4,59,098	
<i>Out Stations:</i>				
Allowance in full of all Charges	- - - - -		28,064	
				20,32,196
<i>By Balances:</i>				
<i>Residency:</i>				
Treasury	- - - - -	1,08,162		
Civil Paymaster	- - - - -	3,767		
Storekeeper	- - - - -	7,889		
			1,19,818	
<i>Subordinates:</i>				
<i>Nattal</i>				
			76,461	
				196,279
				Rupees
				22,28,475

JAMES C. MELVILL,  
Aud<sup>r</sup> of India Acco<sup>ts</sup>.

## D' - - - No. 13.—Abstract STATEMENT of the Receipts and Disbursements of

		Dollars.
BALANCE:—Amount remaining in the Treasury, &c. on the 30th April 1823 - - - -		98,259
<b>ORDINARY RECEIPTS:</b>		
<b>CIVIL DEPARTMENT:</b>		
General:		
Post Office Collections - - - - -		314
Judicial:		
Fees and Fines in the Police Office and Court of Requests - - - -		11,241
Revenue:		
Arrears of former Years - - - - -	21,679	
Collections on account the Current Year - - - - -	122,145	
		143,824
Marine:		
Duty on Prow and Anchorage Fees - - - - -		4,385
		159,764
<b>EXTRAORDINARY RECEIPTS:</b>		
<b>CIVIL DEPARTMENT:</b>		
General:		
Bills drawn on Bengal - - - - -	313,113	
Sale and Issues of Stores - - - - -	35,375	
For Loans to Opium Farmers - - - - -	23,400	
Loan on Emergency, without Interest - - - - -	18,000	
Miscellaneous - - - - -	3,824	
	393,712	
Judicial:		
Deposits - - - - -	17,027	
Commercial:		
Sale and Issues of Stores - - - - -	5,121	
Marine:		
Sale of the Schooner Sylph, and Registry of Boats, &c. - - - -	2,000	
		418,760
<b>MILITARY DEPARTMENT:</b>		
Sale and Issues of Stores - - - - -		10,920
		429,680
Carried forward - - - - - Dollars		681,703

## PRINCE of WALES ISLAND, from 1st May 1823 to 30th April 1824

ORDINARY DISBURSEMENTS:			Dollars.
<b>CIVIL DEPARTMENT:</b>			
General:			
Durbar Charges	6,070		
Salaries of the Governor and Council	54,627		
Public Offices	55,703		
Clerical and Medical Establishments	32,260		
Petty Establishments and Contingencies	15,539		
House Rent and Repairs	5,441		
		169,640	
Judicial:			
Salary the Recorder and Officers of Court	24,007		
Establishments of the High Sheriff, Police, and Court of Requests	25,948		
Diet and Clothing of Prisoners, and Contingencies	6,802		
		56,757	
Revenue:			
Establishment of the Collector, and Contingencies		14,065	
Commercial:			
Establishment and Contingencies		5,005	
Marine:			
Salary and Establishment of the Master Attendant	7,162		
Pilot Establishment	1,368		
Purchase of the Brig Jessy, Wages of the Crew, and Repairs	9,449		
Allowance to the Officers of the Cruizer Prince of Wales	1,440		
D <sup>o</sup> to Captain Muir	1,700		
Master Attendant's share of Prow and Anchorage Fees	1,441		
Wages of the Crew of two Boats stationed at the Point	1,679		
Contingencies	1,754		
		25,993	
			271,460
<b>MILITARY DEPARTMENT:</b>			
Staff of the Presidency, including Stores issued, &c.	25,778		
Penang Local Corps	28,275		
Contingencies	2,068		
			56,121
			327,581
<b>EXTRAORDINARY DISBURSEMENTS:</b>			
<b>CIVIL DEPARTMENT:</b>			
General:			
Loan to Opium Farmers	27,000		
Donation to Lieutenant Lowe, for his proficiency in the Siamese language	2,000		
Purchase of Stores	31,596		
Advances of Cash for the Commissary of Supplies Department	9,200		
Wellesley Province	12,810		
On account of Patients in the General Hospital	3,379		
Boat and Cooley Hire, &c.	1,175		
Botanical Garden	2,100		
Buildings, and Purchase of Dead Stock	3,449		
Miscellaneous	5,697		
		98,406	
Judicial:			
Deposits paid, including Interest	19,188		
Repairs	1,228		
		20,416	
Revenue:			
Surveying Instruments supplied, &c.		80	
Carried forward	Dollars	118,902	327,581



D' - - - - - No. 13.—Abstract STATEMENT of the Receipts and

	Brought forward - - -	Dollars 681,703
<b>RECEIPTS on account of other PRESIDENCIES:</b>		
<i>Bengal:</i>		
<b>General:</b>		
Received on account Table Allowance from Mr. Assistant Surgeon Henderson - - - - -	24	
D° - for the Hire of Convicts - - - - -	3,239	
Stores and Clothing issued to d° - - - - -	23,978	
	27,234	
<b>Military:</b>		
Received on account Donations to the new Military Fund -	323	
D° - on account Advances - - - - -	600	
For Bills granted and Sums recovered - - - - -	2,512	
Miscellaneous - - - - -	381	
	3,816	
<b>His Majesty's Navy:</b>		
Sale of Furniture belonging to the Navy Captain's House -	505	
<i>Madras:</i>		
Received on account the Military and Retrenchments - - - - -	715	
	32,270	
		713,973
	Dollars - - -	

East India House,  
6th May 1826. }

(Errors excepted.)

Disbursements of PRINCE of WALES Island—*continued.*

C'

		Brought forward - - -	Dollars,
<b>EXTRAORDINARY DISBURSEMENTS—<i>continued.</i></b>			327,581
<b>CIVIL DEPARTMENT—<i>continued</i>—and brought forward</b>		118,902	
<b>Commercial:</b>			
Purchase of Stores, &c.		4,778	
<b>Marine:</b>			
Survey of the Straits of Dryon	3,049		
Miscellaneous	754		
		3,803	
			127,483
<b>MILITARY DEPARTMENT:</b>			
Purchase of Military Stores		836	
Sundry Repairs in the Fort, &c.		1,539	
Miscellaneous		425	
			2,800
			130,283
<b>DISBURSEMENTS on account of other PRESIDENCIES:</b>			457,864
<b>Bengal:</b>			
<b>General:</b>			
Expense of Convicts		48,640	
Pensions, &c.		7,604	
			56,244
<b>Marine:</b>			
Advances and Supplies to Cruizers			2,176
<b>Military:</b>			
Pay and Allowances to the Detachment of the Bengal Army		85,972	
Stores and Supplies to - D <sup>o</sup>		5,223	
On account of Troops to Bengal		3,514	
Advances to Captain H. White		1,270	
Singapore,—on account Sepoys proceeding thither		151	
			96,139
<b>Bombay:</b>			
Wages to the Crew of the Prince of Wales		6,976	
Supplies and Stores to - d <sup>o</sup>		5,072	
Miscellaneous		678	
			12,726
<b>His Majesty's Navy:</b>			
Rent of the Commodore's House, &c.			2,298
<b>Madras:</b>			
Pay and Allowances to Military Officers, Invalids, &c.			4,575
			174,149
			632,013
<b>BALANCE remaining in the Treasury, &amp;c. on the 30th April 1824</b>			81,960
			Dollars - - -
			713,973.

JAMES C. MELVILL,

Aud<sup>r</sup> of India Acco<sup>ts</sup>.

No. 14.—AN ACCOUNT of the BALANCE of QUICK STOCK, exhibiting a State of  
Presidencies of FORT WILLIAM, FORT ST. GEORGE, BOMBAY, and PRINCE OF WALES

	FORT WILLIAM.		FORT ST. GEORGE.	
	Curr <sup>d</sup> Rupees.	£.	Pagodas.	£.
<b>TERRITORIAL:</b>				
CASH - - - - -	3,65,68,538	3,656,854	67,84,586	2,713,834
BILLS Receivable - - - - -	40,64,641	406,464	- - -	- - -
STORES - - - - -	60,06,797	609,680	36,81,460	1,472,584
DEBTS - - - - -	3,56,42,965	3,564,296	45,55,482	1,822,193
SALT, OPIUM, RUM, GRAIN and CATTLE - - -	1,66,12,902	1,661,290	8,86,757	354,703
<b>TOTAL ASSETS</b>	<b>9,88,95,843</b>	<b>9,889,584</b>	<b>1,59,08,285</b>	<b>6,363,314</b>
<b>BOND, Register, and other DEBTS bearing Interest</b>	<b>23,27,26,771</b>	<b>23,272,677</b>	<b>70,48,300</b>	<b>2,819,320</b>
<b>ARREARS and DEBTS not bearing interest</b>	<b>6,67,89,069</b>	<b>6,678,907</b>	<b>21,13,333</b>	<b>845,333</b>
<b>TOTAL DEBTS</b>	<b>29,95,15,840</b>	<b>29,951,584</b>	<b>91,61,633</b>	<b>3,664,653</b>
<b>COMMERCIAL:</b>				
CASH - - - - -	21,51,716	215,171	1,65,114	66,046
DEBTS - - - - -	78,27,823	782,782	1,21,810	48,724
EXPORT GOODS - - - - -	80,92,670	809,267	5,71,043	228,417
IMPORT GOODS - - - - -	18,49,800	184,980	1,43,173	57,269
<b>TOTAL ASSETS</b>	<b>1,99,22,009</b>	<b>1,992,200</b>	<b>10,01,140</b>	<b>400,456</b>
<b>ARREARS and DEBTS not bearing Interest</b>	<b>7,91,574</b>	<b>79,157</b>	- - -	- - -
<b>GRAND TOTAL of ASSETS</b>	<b>11,88,17,852</b>	<b>11,881,785</b>	<b>1,69,09,425</b>	<b>6,763,770</b>
<b>GRAND TOTAL of DEBTS</b>	<b>30,03,07,414</b>	<b>30,030,741</b>	<b>91,61,633</b>	<b>3,664,653</b>
<b>EXCESS of DEBTS Territorial</b>	<b>20,06,19,997</b>	<b>20,062,000</b>	- - -	- - -
<b>EXCESS of ASSETS Territorial</b>	- - -	- - -	<b>77,47,792</b>	<b>3,099,117</b>
<b>EXCESS of ASSETS Commercial</b>	<b>1,91,30,435</b>	<b>1,913,044</b>	<b>10,01,140</b>	<b>400,456</b>

N. B.—Current Rupees converted in £. St<sup>s</sup> at 2s. the Current Rupee.

Pagodas - - - - d° - - - d° - - - - at 8s. the Pagoda.

Bombay Rupees, d° - - - d° - - - - at 2s 3d. the Bombay Rupee.

Dollars - - - - d° - - - d° - - - - at 5s. the Dollar.

the Company's Affairs in respect to their ASSETS and DEBTS, as they stood at the several ISLAND, and at the Residency of FORT MARLBRO', at the conclusion of the Year 1823/24.

BOMBAY.		PRINCE OF WALES ISLAND.		FORT MARLBRO'.		TOTAL.
Rupees.	£.	Dollars.	£.	Cur <sup>t</sup> Rupees.	£.	£.
86,96,622	978,379	81,961	20,490	2,20,156	22,016	7,391,564
- - -	- - -	- - -	- - -	- - -	- - -	406,464
85,90,122	966,389	237,277	59,319	- - -	- - -	3,098,972
79,80,905	897,852	78,638	19,660	3,76,190	37,619	6,341,620
42,018	4,727	- - -	- - -	- - -	- - -	2,020,720
2,53,09,667	2,847,338	397,876	99,469	5,96,346	59,635	19,259,340
30,42,424	342,273	126,092	31,523	26,822	2,682	26,468,475
41,88,293	471,183	104,432	26,108	72,482	7,248	80,28,779
72,30,717	813,456	230,524	57,631	99,304	9,930	34,497,254
89,847	10,108	- - -	- - -	50,878	5,088	296,413
6,93,619	78,032	- - -	- - -	42,833	4,283	913,821
9,59,680	107,964	- - -	- - -	3,53,760	35,376	1,181,024
11,30,703	127,204	70,291	17,573	22,376	2,238	389,264
28,73,849	323,308	70,291	17,573	4,69,847	46,985	2,780,522
27,276	3,069	- - -	- - -	176	18	82,244
2,81,83,516	3,170,645	468,167	117,042	10,66,193	106,620	22,039,862
72,57,993	816,524	230,524	57,631	99,480	9,948	34,579,498
- - -	- - -	- - -	- - -	- - -	- - -	20,062,000
1,80,78,950	2,033,882	167,352	41,838	4,97,042	49,705	5,224,542
28,46,573	320,239	70,291	17,573	4,69,671	46,967	2,698,279
NET EXCESS of DEBTS Territorial - - - - £.						14,837,458
NET EXCESS of DEBTS in INDIA - - - - £.						12,139,179

JAMES C. MELVILL,  
Aud<sup>r</sup> of India Acc<sup>ts</sup>

No. 15.

AMOUNT of BOND and other DEBTS owing by the EAST INDIA COMPANY, at their several Presidencies in the *East Indies*, on the 30th April 1824; the Rates of Interest which such Debts respectively carry; and the Annual Amount of such Interest.

TERRITORIAL:			£.
<b>BENGAL:</b>			
<b>DEBTS at INTEREST:</b>			
Loans, &c. at 6 per cent	S <sup>r</sup> R <sup>o</sup>	8,28,02,681	
D <sup>o</sup> - + from Vizier, at d <sup>o</sup>		1,03,82,094	
D <sup>o</sup> - + at 5 per cent		9,04,11,000	
Bhow Begum's Stipend Fund, at 6 per cent		55,98,436	
Promissory Notes, at 6 per cent		3,22,016	
Treasury Notes, at 5 per cent		1,11,10,300	
		20,06,26,527	
Batta, 16 per cent		3,21,00,244	
			23,27,26,771
Interest estimated on the above Loans		25,38,060	
D <sup>o</sup> - d <sup>o</sup> - d <sup>o</sup> - Treasury Notes		60,205	
Treasury Notes not bearing Interest		79,97,800	
Bills payable on account other Presidencies		21,83,297	
Bonds, &c. ordered for payment, but not demanded		5,13,707	
Deposits		1,36,81,167	
<b>ARREARS AND DEBTS:</b>			
<b>CIVIL DEPARTMENT:</b>			
General	40,67,757		
Judicial	23,54,048		
Revenue	83,85,612		
Marine	2,38,605		
	1,50,46,022		
<b>MILITARY DEPARTMENT</b>			
	1,55,56,526		
		3,06,02,548	
		5,75,76,784	
Batta, 16 per cent		92,12,285	
			6,67,89,069
<b>TOTAL TERRITORIAL DEBTS at BENGAL - - C<sup>r</sup> R<sup>o</sup></b>			29,95,15,840
			At 2s. the Current Rupee + - £.
			29,951,584
<b>MADRAS:</b>			
<b>DEBTS at INTEREST:</b>			
Loans, at 8 per cent	Pagodas	44,000	
D <sup>o</sup> - 6 d <sup>o</sup>		3,25,455	
Four per cent Notes issued to Petty Claimants		2,086	
Deposits at 6 per cent		54,19,646	
Due the Government Bank		12,57,113	
	Pagodas	70,48,300	
	At 8s. the Pagoda	- - £.	2,819,320
Interest estimated		5,783	
Loans, &c. undischarged, on which Interest has ceased		1,12,796	
Deposits		12,87,197	
<b>ARREARS AND DEBTS:</b>			
<b>CIVIL DEPARTMENT:</b>			
General	2,45,639		
Revenue	25,995		
	2,71,634		
<b>MILITARY DEPARTMENT</b>			
	4,35,923		
		7,07,557	
	Pagodas	21,13,333	
	At 8s. the Pagoda	- - £.	845,333
<b>TOTAL TERRITORIAL DEBTS at MADRAS - - £.</b>			3,664,653
Carried forward - - £.			33,616,237

		Brought forward	-	-	£.	33,616,237		
<b>BOMBAY:</b>								
<b>DEBTS at INTEREST:</b>								
Deposits at 4 per cent	-	-	-	-	12,34,068			
Do - at 6 per cent	-	-	-	-	18,08,356			
						30,42,424		
Loans, &c. advertised for payment, but not demanded	-	-	-	-	1,49,149			
Deposits	-	-	-	-	9,61,291			
Demands not bearing Interest	-	-	-	-	47,177			
<b>ARREARS AND DEBTS:</b>								
<b>CIVIL DEPARTMENT:</b>								
General	-	-	-	-	2,47,419			
Revenue	-	-	-	-	7,47,597			
Judicial	-	-	-	-	61,917			
Marine	-	-	-	-	3,32,817			
					13,89,750			
<b>MILITARY DEPARTMENT</b>	-	-	-	-	16,40,926			
					30,30,676			
						41,88,293		
					Rupees	72,30,717		
<b>TOTAL TERRITORIAL DEBTS at BOMBAY, at 2s. 3d. the Rupee</b>					-	-	£.	813,456
<b>FORT MARLBRO':</b>								
Promissory Notes	-	-	-	-	C <sup>t</sup> R <sup>s</sup>	26,822		
Deposits	-	-	-	-	-	67,291		
					C <sup>t</sup> R <sup>s</sup>	94,113		
<b>TOTAL TERRITORIAL DEBTS at FORT MARLBRO', at 2s. the Cur<sup>t</sup> Rupee</b>					-	-	£.	9,411
<b>PRINCE OF WALES ISLAND:</b>								
Deposits, &c. bearing Interest	-	-	-	-	Dollars.	126,092		
Interest on the above	-	-	-	-	10,613			
Deposits not bearing Interest	-	-	-	-	35,813			
Arrears	-	-	-	-	58,006			
						104,432		
					Dollars	230,524		
<b>TOTAL TERRITORIAL DEBTS at PRINCE of WALES ISLAND, at 5s. the Dollar</b>					-	-	£.	57,631
<b>TOTAL TERRITORIAL DEBTS in INDIA</b>					-	-	£.	
<b>COMMERCIAL:</b>								
<b>BENGAL:</b>								
Commission due the Agents	-	-	S <sup>t</sup> R <sup>s</sup>	3,38,907				
Debts due on sundry Accounts	-	-	-	2,50,221				
Arrears of Allowances	-	-	-	93,263				
					6,82,391			
Batta, 16 per cent	-	-	-	-	1,09,183			
					C <sup>t</sup> R <sup>s</sup>	7,91,574		
<b>TOTAL COMMERCIAL DEBTS at BENGAL</b>					-	-	£.	79,157
<b>MADRAS:</b>	-	-	-	-	-	-	None.	
<b>BOMBAY:</b>								
Arrears	-	-	-	-	Rupees	27,276		
<b>TOTAL COMMERCIAL DEBTS at BOMBAY, at 2s. 3d. the Rupee</b>					-	-	£.	3,069
<b>FORT MARLBRO'</b>	-	-	-	-	C <sup>t</sup> R <sup>s</sup>	176		
					At 2s. the C <sup>t</sup> Rupee	-	£.	18
<b>TOTAL COMMERCIAL DEBTS in INDIA</b>					-	-	£.	82,244
<b>TOTAL DEBTS in INDIA</b>					-	-	£.	34,578,979

No. 15—continued.

## ANNUAL AMOUNT OF INTEREST ON DEBTS.

	Principal.	Rate of Interest.	Annual Interest.	£.
<b>BENGAL:</b>				
On Loans, &c. - - - - - S <sup>o</sup> R <sup>o</sup>	9,91,05,827	6 per cent	59,46,313	
D <sup>o</sup> - - - - -	9,04,11,000	5 per cent	45,20,550	
On Treasury Notes - - - - -	1,11,10,300	5 per cent	5,55,515	
	20,06,26,527		1,10,22,378	
Batta, 16 per cent - - -	3,21,00,244		17,63,580	
	C <sup>o</sup> R <sup>o</sup>		1,27,85,958	
	£.			1,278,596
<b>MADRAS:</b>				
On Loans - - - - - Pagodas	44,000	8 per cent	3,520	
Deposits, &c. - - - - -	70,02,215	6 per cent	4,20,133	
On 4 per cent Notes - - - - -	2,086	4 per cent	83	
	Pagodas		4,23,736	
At 8s. the Pagoda - £.	2,819,320	At 8s. the Pagoda - £.		169,494
<b>BOMBAY:</b>				
On Deposits - - - - -	12,34,068	4 per cent	49,362	
D <sup>o</sup> - - - - -	18,08,356	6 per cent	1,08,501	
	Rupees		1,57,863	
At 2s. 3d. the Rupee - £.	342,273	At 2s. 3d. the Rupee - £.		17,760
<b>FORT MARLBRO':</b>				
On Promissory Notes - - - - - C <sup>o</sup> R <sup>o</sup>	26,822	10 per cent	2,682	
At 2s. the Current Rupee - £.	2,682	At 2s. the C <sup>o</sup> R <sup>o</sup> - £.		268
<b>PRINCE OF WALES ISLAND:</b>				
Deposits - - - - - Dollars	126,092	6 per cent	7,566	
At 5s. the Dollar - £.	31,523	At 5s. the Dollar - £.		1,891
AMOUNT bearing Interest - £.	26,468,475	Annual Interest thereon - £.		1,468,009

East India House, }  
6th May 1826. }

(Errors excepted.)

JAMES C. MELVILL,  
Aud<sup>r</sup> of India Acco<sup>ts</sup>.

No. 16.—Probable Receipts and Disbursements	-	BENGAL Government	- - - - -	pp. 58—63
No. 17. - - - - D°	- - - - -	MADRAS Government	- - - - -	pp. 64—67
No. 18. - - - - D°	- - - - -	BOMBAY Government	- - - - -	pp. 68—73
No. 19.—Receipts and Disbursements	- - - - -	BENCOOLEN and its Dependencies	- - - - -	pp. 74 & 75
No. 20. - - - - D°	- - - - -	PRINCE OF WALES ISLAND	- - - - -	pp. 76 & 77
<hr/>				
No. 21.—Trade at Bengal, Madras, Bombay, Bencoolen, and Prince of Wales Island	- - - - -		- - - - -	p. 78
No. 22.—Amount received for SALES of Import Goods	- - - - -		- - - - -	p. 79
No. 23.—Prime Cost of all CARGOES purchased in India	- - - - -		- - - - -	p. 80



## D' - - - No. 16.—Abstract ESTIMATE of the Probable Receipts and Disbursements

To BALANCE:—Amount remaining in the following Departments, on 30th April 1824 :		Sicca Receipts.
<b>CIVIL DEPARTMENT:</b>		
General - - - - -	1,21,22,523	
Judicial - - - - -	3,45,355	
Revenue - - - - -	2,03,10,767	
Customs - - - - -	1,64,539	
Salt and Opium - - - - -	4,67,628	
	<u>8,09,42,934</u>	
Marine - - - - -	3,729	
		3,34,14,541
<b>MILITARY DEPARTMENT</b> - - - - -	- - -	17,19,089
		<u>3,51,33,630</u>
<b>ORDINARY RECEIPTS:</b>		
<b>CIVIL DEPARTMENT:</b>		
<b>General :</b>		
Sale of Presents - - - - -	60,000	
Judicial Fees and Fines collected by Resident at Delhi - - -	25,000	
Mints - - - - -	80,000	
General Post Office and Subordinates - - - - -	7,00,000	
Stamp Duties - - - - -	19,60,000	
		28,25,000
<b>Judicial :</b>		
Duty on Licences for Sale of Liquors, and Fees, &c. of the Justices	2,50,000	
Fees and Fines in Provincial Courts - - - - -	1,60,000	
Police: Rent of resumed Thanadaree Lands - - - - -	70,000	
	<u>4,80,000</u>	
Western Provinces: Fees and Forfeitures, &c. - - - - -	75,000	
		5,55,000
<b>Revenue :</b>		
Land Revenues on account the Current Year - - - - -	2,74,00,000	
Surplus Revenue not included in the Jummah - - - - -	3,00,000	
Balances of former Years - - - - -	22,60,000	
Abkaree and Syer - - - - -	21,50,000	
	<u>3,21,10,000</u>	
<b>Western Provinces :</b>		
Land Revenues on account Current Year - - - - -	3,40,00,000	
D° not included in the Jummah - - - - -	4,50,000	
Balances of former Years - - - - -	19,00,000	
Abkaree and Syer - - - - -	21,40,000	
	<u>3,84,90,000</u>	
<b>Ceded Territory :</b>		
Land Revenues, &c. - - - - -	37,00,000	
Tributes from Rajah of Joypore and Kota, &c. - - - - -	12,00,000	
	<u>49,00,000</u>	
Customs and Town Duties - - - - -	29,00,000	
D° - D° in Western Provinces - - - - -	29,00,000	
	<u>58,00,000</u>	
Salt: Receipts from the Sale of - - - - -	1,80,00,000	
		11,13,50,000
<b>Opium :</b>		
Expected Receipts, deducting probable Balances } outstanding - - - - - }	57,00,000	
Balance of 1823/24 - - - - -	12,80,000	
	<u>69,80,000</u>	
Malwah Opium: Sale at Presidency of, in June, } July and December - - - - - }	27,72,425	
Estimated to be sold at Bombay - - - - -	20,47,575	
	<u>1,18,00,000</u>	
Marine: Pilotage, &c. - - - - -	2,50,000	
		11,47,30,000
		<u>14,98,63,630</u>
Carried forward - - -	- - -	- - -

of the BENGAL Government, from 1st May 1824 to 30th April 1825

By ORDINARY DISBURSEMENTS:			Sicca Rupees.
<b>CIVIL DEPARTMENT;</b>			
<b>General:</b>			
Durbar Charges, Governor General's Office, &c.	- - -	5,60,000	
Embassies to Native Courts, including Resident at Singapore	- - -	11,00,000	
Temporary Embassies, &c.	- - -	9,60,000	
Pay of Auxiliary Troops, as per Treaty with Scindia, &c.	- - -	9,30,000	
Salaries of the Governor General and Members of Council	- - -	5,37,000	
Public Offices and Establishments at the Presidency	- - -	27,82,000	
<b>Political Stores received from London:</b>			
Clerk of the Stationery	- - -	89,000	
Apothecary General	- - -	62,000	
		1,51,000	
Mint and Assay Offices, Presidency and Benares	- - -	2,40,000	
General Post Office and Subordinates	- - -	7,20,000	
Stamp Office	- - -	5,90,000	
Nizamut Stipends	- - -	16,83,000	
Pensions and Charitable Allowances	- - -	90,000	
<b>Provincial Battalions:</b>			
Lower Provinces	- - -	6,00,000	
Western do° including Nujeebs	- - -	7,15,000	
Calcutta Native Militia, including Pensions	- - -	2,00,000	
		15,15,000	
Corps raised for Western Malwah, &c.	- - -	3,42,000	
Delhi and Kumavan; Judicial and Police Charges	- - -	1,05,000	
		1,23,05,000	
<b>Judicial:</b>			
Supreme Court of Judicature, and Law Charges	- - -	3,65,000	
Justices of the Peace, Coroner, &c.	- - -	2,50,000	
Sudder Dewanny and Nizamut Adawluts	- - -	3,90,000	
Provincial Courts of Appeal	- - -	7,33,000	
City and Zillah Adawluts	- - -	22,02,000	
Diet of Prisoners	- - -	2,78,000	
Provincial Police	- - -	7,65,000	
Pensions of Hill Chiefs	- - -	25,000	
Repairs of Buildings	- - -	20,000	
		8,10,000	
<b>Western Provinces, including Benares:</b>			
Special Commission	- - -	96,000	
Provincial Court of Appeal	- - -	4,10,000	
City and Zillah Adawluts	- - -	13,51,000	
Diet of Prisoners	- - -	2,83,000	
Provincial Police	- - -	65,000	
Police Establishment and Pensions	- - -	9,07,000	
		31,12,000	
<b>Revenue:</b>			
Board of Revenue and Establishment	- - -	3,60,000	
Charges collecting the Land Revenue and Syer	- - -	17,68,000	
Poolbundy	- - -	3,00,000	
Revenue Surveys	- - -	20,000	
Repairs of Buildings	- - -	12,000	
Pensions including Compensation for Syer abolished	- - -	4,40,000	
		29,00,000	
<b>Western Provinces, including Benares:</b>			
Board of Revenue, Salaries, &c.	- - -	2,80,000	
Charges collecting the Land Revenue and Syer	- - -	29,40,000	
Revenue Survey	- - -	1,20,000	
Repairs of Buildings	- - -	1,00,000	
Stipends and Allowances, including Pensions to } Royal Family at Benares	- - -	45,60,000	
		80,00,000	
Ceded Territory:—Charges Collecting Revenues	- - -	7,40,000	
		87,40,000	
Carried forward	- - -	1,16,40,000	2,04,45,000

## D' - - - - - No. 16.—Abstract ESTIMATE of the Probable Receipts and

		Brought forward	Sierra Rupees.
			14,98,63,630
<b>EXTRAORDINARY RECEIPTS:</b>			
<b>CIVIL DEPARTMENT:</b>			
<b>General:</b>			
4 per cent Loan	1,00,00,000		
Subscription to Loan of 31st March 1823	11,00,000		
Loan of 30th June 1820	1,00,000		
D° - d° - 1814	18,500		
D° 31st March 1822	1,80,000	1,13,98,500	
5 per cent Treasury Notes at 18 months	3,10,000		
D° - - d° - unlimited	1,00,000		
D° - - d° - not bearing Interest	20,000		
		4,30,000	
Bills outstanding		1,00,00,000	
Interest on Bank Shares		72,000	
D° - Lottery Committee		50,000	
Assessment Department		2,22,000	
Pertaub Ghur Tribute, &c.		1,40,000	
Deduction of Salaries of Civil Servants on leave of absence		1,00,000	
Neeman Collections, &c.		60,000	
Civil Fund		85,000	
Committee for Improvement of the Town of Calcutta		6,50,000	
Rampoore Jagheedar		20,000	
Nizamut Stipends		30,000	
Deposits		60,500	
Profit and Loss		1,00,000	
		2,34,18,000	
<b>Account Current, London:</b>			
Bills to be drawn for Notes issued to European resident Creditors, in payment of the 6 per cent Loan of the 31st March 1822	70,00,000		
D° - for Interest	35,00,000		
D° - for Cash, at the Exchange of 1s. 11d. the S <sup>r</sup> R <sup>e</sup>	12,00,000		
Remittable Loans from 1813 to 1820	13,00,000		
Political Stores	21,00,000		
Miscellaneous	3,00,000		
		1,54,00,000	
His Majesty's Government: Bills		12,00,000	
		1,66,00,000	
<b>SUPPLIES from the COMMERCIAL BRANCH:</b>			
Payments into Treasury on account Sales of Imports, &c.		30,00,000	
<b>SUPPLIES from other PRESIDENCIES:</b>			
<b>Fort St. George:</b>			
Supplies to Bengal		56,75,000	
<b>Bombay:</b>			
Supplies to Bengal	22,37,000		
Deduct, Treasury Notes payable by Bills on England	9,00,000		
		13,37,000	
<b>Prince of Wales Island:</b>			
Advances to Bengal Troops		1,80,000	
<b>Fort Marlbro':</b>			
Advances to Military Department		2,20,000	
		2,70,12,000	
<b>Judicial:</b>			
Deposits	40,00,000		
Miscellaneous	80,000		
		40,80,000	
Western Provinces: Deposits	13,00,000		
Miscellaneous	50,000		
		13,50,000	
		54,30,000	
Carried forward		54,30,000	20,02,93,630

Disbursements of the BENGAL Government—*continued.* - - - - - C'

ORDINARY DISBURSEMENTS— <i>continued</i> - Brought forward -		2,04,45,000	Sicca Rupees.
Revenue Department— <i>continued</i> - - Brought forward -	1,16,40,000		
Customs :			
Proportion of Salaries, &c. - - - 70,000			
Commission and Establishments - - - 4,80,000			
	5,50,000		
Western Provinces: Charges - - - - -	4,00,000		
	9,50,000		
Salt :			
Advances for the Manufacture of - - - - -	31,00,000		
Salt and Opium, Convention with the French - - -	4,00,000		
Aurung, and other Charges, including Commission -	21,00,000		
	56,00,000		
Opium :			
Salaries, Establishments, &c. - - - - -	3,00,000		
Advances for the Manufacture of - - - - -	10,00,000		
	13,00,000		
Advances for Malwah Opium - - - - -	30,00,000		
	2,24,90,000		
Marine :			
Pilot Schooners, Establishments, &c. - - - - -	9,50,000		
Stores from London - - - - -	1,15,000		
	10,65,000		
MILITARY DEPARTMENT :		4,40,00,000	
Ordinary and Extraordinary Charges - - - - -	4,51,63,000		
Stores from London - - - - -	17,57,000		
	4,69,20,000		
EXTRAORDINARY DISBURSEMENTS :			9,09,20,000
CIVIL DEPARTMENT :			
General :			
Interest on Debt, Treasury Notes, &c. - - - - -	1,08,00,000		
Loans to be paid off: 30th June 1811 to 1820 -	21,72,000		
31st March 1822 - - - - -	27,60,000		
Treasury Notes at 5 per cent - - - - -	1,04,45,000		
D <sup>o</sup> - d <sup>o</sup> - not bearing Interest - - - - -	80,00,000		
Bills outstanding 30th April 1824 - - - - -	90,00,000		
	3,23,77,000		
Advances for Civil Buildings - - - - -	9,00,000		
Improvement of Town, &c. - - - - -	7,00,000		
Machinery for New Mint, received from London -	1,60,000		
Road to Juggernaut - - - - -	1,50,000		
	19,10,000		
Civil Fund - - - - -	85,000		
Assessment Department - - - - -	2,50,000		
Nizamut Stipend - - - - -	50,000		
Miscellaneous - - - - -	3,80,000		
	26,75,000		
Account Current, London :			
Treasure to be remitted to England - - - - -	50,00,000		
Miscellaneous - - - - -	3,00,000		
	53,00,000		
HIS MAJESTY'S GOVERNMENT :			
Treasure to be remitted to Mauritius Government -	9,27,000		
Miscellaneous - - - - -	1,00,000		
	10,27,000		
SUPPLIES to other PRESIDENCIES :			
Fort St. George :			
Supplies from Bengal - - - - -	68,76,000		
Bombay :			
Supplies from Bengal - - - - -	54,69,000		
D <sup>o</sup> - on account Malwah Opium - - - - -	19,79,400		
	74,48,400		
Deduct :			
Treasury Notes payable by Bills on England -	9,00,000		
	65,48,400		
Carried forward - - - - -	6,56,03,400		9,09,20,000

## D' - - - - - No. 16.—Abstract ESTIMATE of the Probable Receipts and

		Brought forward	Sicca Rupees
			20,02,93,630
<b>EXTRAORDINARY RECEIPTS—continued.</b>			
Judicial Department—continued - - - and brought forward		54,30,000	
<b>Revenue :</b>			
Deposits	33,00,000		
Fees, Fines, &c.	3,00,000		
Interest on Arrears of Revenue	2,50,000		
		38,50,000	
<b>Western Provinces: Deposits</b>			
Tullubanaht, &c.	3,50,000		
Tuckavee Advances	2,50,000		
Interest on d°	60,000		
		46,60,000	
<b>Ceded Territory :</b>			
Deposits	50,000		
Tullubanaht, &c.	50,000		
Tuccavee	90,000		
		1,90,000	
<b>Customs :</b>			
Deposits	1,00,000		
Godown Rents, &c.	80,000		
		1,80,000	
<b>Salt: Sale of Confiscated, &amp;c.</b>			
Kalary Rent, &c.	68,000		
	2,00,000		
		2,68,000	
<b>Opium: Sale of Confiscated</b>			
		2,000	
			91,50,000
<b>Marine :</b>			
Deposits, &c.			40,000
			1,46,20,000
<b>MILITARY DEPARTMENT :</b>			
Off-Reckonings		13,20,000	
Sale of Horses		4,00,000	
Miscellaneous		2,50,000	
			19,70,000
			1,65,90,000
Sicca Rupees - - -			21,68,83,630

East India House, }  
6th May 1826. }

(Errors excepted.)

## Disbursements of the BENGAL Government—continued.

	Brought forward		Sicca Rupees.
<b>EXTRAORDINARY DISBURSEMENTS—continued.</b>			9,09,20,000
<b>CIVIL DEPARTMENT: General—continued—and brought forward</b>	6,56,03,400		
<b>SUPPLIES to other PRESIDENCIES—continued.</b>			
<i>Fort Marlbro'</i> : Bills to be drawn, and other Supplies - - -	12,00,000		
<i>Prince of Wales Island</i> : - D° - D° - D° - - -	6,50,000		
<i>St. Helena</i> : Supplies - - - - -	70,600		
<b>SUPPLIES to the COMMERCIAL BRANCH:</b>			
Advances on account Investments, &c. - - -	1,30,00,000		
<i>Canton</i> : Bills to be drawn - - - - -	47,00,000		
	1,77,00,000	8,52,24,000	
<b>Judicial:</b>			
Deposits - - - - -	39,00,000		
Fauzil Remittances, &c. - - - - -	50,000		
Buildings and Dead Stock - - - - -	2,00,000		
	41,50,000		
<b>Western Provinces:</b> Deposits - - - - -	12,00,000		
Fauzil Remittances - - - - -	10,000		
Buildings and Dead Stock - - - - -	1,50,000		
	13,60,000	55,10,000	
<b>Revenue:</b>			
Deposits - - - - -	30,00,000		
Loss by Remittances, &c. - - - - -	1,40,000		
Advances for construction of Eastern Canal - - -	2,50,000		
Buildings and Dead Stock - - - - -	1,30,000		
	35,20,000		
<b>Western Provinces:</b> Deposits - - - - -	40,00,000		
Tuccavee Advances - - - - -	3,00,000		
Loss by Remittances, &c. - - - - -	1,00,000		
Buildings - - - - -	70,000		
	44,00,000		
<b>Ceded Territory:</b>			
Deposits - - - - -	70,000		
Tuccavee Advances - - - - -	1,20,000		
Refund Collections - - - - -	50,000		
Buildings - - - - -	30,000		
	2,70,000		
<b>Customs:</b>			
Deposits - - - - -	1,50,000		
Charges refunded, &c. - - - - -	60,000		
	2,10,000		
<b>Salt:</b> Reward for Confiscated, &c. - - - - -	80,000		
D° - to Salt Merchants - - - - -	6,20,000		
	7,00,000		
<b>Opium:</b> Reward for Confiscated, &c. - - - - -	10,000	91,80,000	
		9,99,14,000	
<b>Marine:</b> Advances for building Pilot Schooner - - -		1,80,000	10,00,94,000
<b>MILITARY DEPARTMENT:</b>			
Off-reckonings - - - - -		3,00,000	
Military Buildings, &c. - - - - -		12,00,000	15,00,000
			19,25,14,000
<b>BALANCE:—Amount expected to remain on 30th April 1825</b>			2,43,69,630
	Sicca Rupees		21,68,83,630

JAMES C. MELVILL,

Aud<sup>r</sup> of India Acco<sup>ts</sup>.

## D' - - No 17.—Abstract ESTIMATE of the Probable Receipts and Disbursements

To BALANCE :—Amount remaining in the following Departments, on 30th April 1824 :		Rs.	Reper.
<b>GENERAL DEPARTMENT</b>	1,00,61,405		
Revenue	1,24,59,782		
Marine	11,693	2,25,32,880	
<b>MILITARY DEPARTMENT</b>		21,00,175	2,46,33,055
<b>ORDINARY RECEIPTS :</b>			
<b>GENERAL DEPARTMENT :</b>			
Post Office Collections	2,65,000		
Peshcush and Subsidies from Mysore, Travancore, and Cochin	34,50,903		
Mint Duties	1,00,000		
Durbar Presents, &c.	500		
Stamps	5,23,260		
Amount Value of Stationery issued to the several Departments of the Public Service	75,900	44,15,563	
<b>Judicial :</b>			
Receipts in the Provincial and Zillah Courts, &c.		1,40,000	
<b>Revenue :</b>			
<b>Presidency and Subordinates :</b>			
Land Revenues of the Current Year	73,58,799		
- - D <sup>o</sup> - - Balances	10,31,628		
Customs	17,54,735	1,01,45,162	
<b>Ceded and Conquered Countries :</b>			
Land Revenues of the Current Year	2,52,01,201		
- - D <sup>o</sup> - - Balances	8,18,372		
Customs	32,58,265	2,92,77,838	
Salt—Receipts from the Sale of	30,00,000		
Extra Revenues	2,00,000	4,26,23,000	
<b>Marine :</b>			
Expected Receipts, Presidency, and Subordinates		62,870	4,72,41,433
<b>EXTRAORDINARY RECEIPTS :</b>			
Deposits	6,80,000		
Funds of Public Institutions	14,30,000		
Carnatic Deposit	5,29,000		
Four per cent Paper, issued on account of the Petty Claims on the Carnatic Fund	60,000		
Government Bank	13,50,000		
Mint Bullion Certificates	15,00,000		
Gain on Exchange	1,00,000		
Miscellaneous	89,000		
<b>Account Current, London :</b>			
Bills to be drawn	9,00,000		
Supplies from Ceylon	66,000		
Miscellaneous	17,44,560	27,10,560	
Carried forward		84,48,560	7,18,74,488

of the MADRAS Government, from 1st May 1824 to 30th April 1825 - - - - - C'

ORDINARY DISBURSEMENTS:		Rupees.
<b>GENERAL DEPARTMENT:</b>		
Salaries of the Governor and Members of Council - - -	2,80,730	
Durbar Charges, and Governor's Office and Establishment - -	3,48,190	
Salaries and Establishments at the Presidency and Subordinates -	15,64,360	
Allowances to Officers of His Majesty's squadron - - -	62,000	
<b>STIPENDS and ALLOWANCES:</b>		
To the Nabob of the Carnatic - - - - -	11,60,530	
To the Families and Officers of the late Nabobs - - -	5,79,210	
To the Rajah of Tanjore - - - - -	11,15,800	
To the Nabob of Masulipatam - - - - -	52,800	
To the Families of Hyder Ally and Tippoo Sultaun - -	5,43,600	
Contributions to Public and Charitable Institutions -	91,215	
	<u>35,43,155</u>	
Hospital and Vaccine Establishments - - - - -	1,00,000	
Repairs of Buildings - - - - -	33,000	
Amount of Stationery issued to the several Departments -	19,190	
Stationery to be received from England - - - - -	92,610	
		<u>60,43,235</u>
<b>Judicial:</b>		
Supreme Court of Judicature and Law Officers - - - -	2,11,125	
Justices of the Peace, Law Charges, &c. - - - - -	87,580	
Police Charges at the Presidency - - - - -	78,000	
Sudder Dewanny and Fouzdarry Zillah - - - - -	26,67,618	
		<u>30,44,323</u>
<b>Revenue:</b>		
Board of Revenue, &c. Officers at the Presidency - -	2,31,462	
Charges Collection at the Presidency and Subordinates -	8,31,719	
	<u>10,63,181</u>	
- - D <sup>o</sup> - - in the Ceded and Conquered Provinces - -	35,93,920	
Customs—Charges Collection - - - - -	4,50,883	
Salt - - - - -	7,61,704	
Pensions and Charitable Allowances - - - - -	10,16,713	
Rajah's Share of Revenue in Malabar - - - - -	2,63,187	
		<u>71,49,588</u>
<b>Marine:</b>		
Salaries, Establishments, &c. - - - - -		1,25,600
		<u>1,63,62,746</u>
<b>Military:</b>		
Pay and Allowances, including King's Troops - - - -	1,84,76,760	
General Staff and Military Officers - - - - -	14,89,110	
Ordnance, Medical, and Camp Equipage Department - -	21,37,630	
Commissariat - - - - -	28,58,600	
Contingencies - - - - -	26,14,880	
		<u>2,75,76,980</u>
		<u>4,39,39,726</u>
Carried forward - - -		4,39,39,726



## D' - - - - - No. 17.—Abstract ESTIMATE of the Probable Receipts and

Brought forward - - -		84,48,560	Rupees. 7,18,74,488
<b>SUPPLIES from other PRESIDENCIES:</b>			
<i>Bengal:</i>			
Bills to be drawn - - - - -	20,16,000		
Stipends of the Mysore Princes - - - - -	3,30,750		
Miscellaneous - - - - -	45,28,950		
		68,75,700	
<i>Bombay:</i>			
Advances to be made - - - - -		25,60,000	
		94,35,700	
<b>SUPPLIES from the COMMERCIAL BRANCH:</b>			
Sale of Imports and Exports, Stores issued for the Public Service, and Miscellaneous - - - - -		5,00,000	
<b>Revenue:</b>			
Recoveries of Advances - - - - -		61,55,615	
<b>Military:</b>			
Expected Receipts - - - - -		4,70,000	
			2,50,09,875
<b>TOTAL TERRITORIAL and COMMERCIAL - Rupees</b>			<b>9,68,84,363</b>

Disbursements of the MADRAS Government—*continued.*

C

		Brought forward - - Rupees	4,39,39,726
<b>EXTRAORDINARY DISBURSEMENTS:</b>			
Interest Account Payments on Loans, Deposits, &c.	- - - - -	18,49,000	
Outstanding Paper to be discharged	- - - - -	5,000	
Deposits and Funds of Public Institutions repayable	- - - - -	15,74,000	
Government of Mysore	- - - - -	20,000	
Carnatic Deposit	- - - - -	11,90,000	
D <sup>o</sup> - Commissioners	- - - - -	1,04,630	
Civil Buildings	- - - - -	20,000	
Charges Merchandize on Treasure	- - - - -	31,700	
Remittances in Bullion to England	- - - - -	40,00,000	
Miscellaneous	- - - - -	5,39,700	
Account Current London :		93,34,030	
Advances on account Ceylon	- - - - -	66,000	
<b>SUPPLIES to other PRESIDENCIES:</b>			
<i>Bengal:</i>			
Interest on Securities	- - - - -	22,60,000	
Remittances in Gold and Bullion	- - - - -	26,93,036	
Treasury Orders, £. 4 per cent, Loan	- - - - -	1,48,500	
Residency at Hydrabad	- - - - -	1,71,500	
D <sup>o</sup> - Nagpore	- - - - -	1,42,000	
Expedition against the Burmese	- - - - -	50,00,000	
Miscellaneous	- - - - -	2,60,000	
		1,06,75,036	
<i>Bombay:</i>			
Supplies from Malabar Coast	- - - - -	38,00,000	
Miscellaneous	- - - - -	1,80,000	
		39,80,000	
		2,40,55,066	
<b>SUPPLIES to the COMMERCIAL BRANCH:</b>			
Advances for Investments and Miscellaneous	- - - - -	26,00,000	
<b>Revenue:</b>			
Deposits	- - - - -	47,00,000	
Advances for Tuckavy	- - - - -	10,57,794	
Law Charges	- - - - -	4,024	
Plantations	- - - - -	1,564	
Refund of Arrears	- - - - -	44,440	
Loss by Exchange	- - - - -	700	
Advances, Charges Collection	- - - - -	1,49,469	
D <sup>o</sup> - Account Tobacco Monopoly	- - - - -	60,000	
D <sup>o</sup> - on account of Salt	- - - - -	53,470	
		3,13,667	
		60,71,461	
<b>MILITARY:</b>			
Payment of Off-reckonings	- - - - -	2,82,780	
Deposits of the Military Department	- - - - -	2,40,000	
Erection of Buildings	- - - - -	1,94,000	
Miscellaneous	- - - - -	24,570	
		7,41,350	
<b>Deduct Credits:</b>			
Sales of Stores, Horses, &c.	- - - - -	1,95,000	
Credits for Retrenchment	- - - - -	4,000	
Miscellaneous	- - - - -	1,000	
		2,00,000	
		5,41,350	
		3,32,67,877	
Expected BALANCE on 30th April 1825	- - - - -	1,96,76,760	
<b>TOTAL TERRITORIAL and COMMERCIAL</b>	- - - - -	<b>Rupees</b>	<b>9,68,84,363</b>

JAMES C. MELVILL,  
Aud<sup>r</sup> of India Acco<sup>ts</sup>.

## D' - - - No. 18.—Abstract ESTIMATE of the Probable Receipts and Disbursements

				Receipts.
To BALANCE:—Amount remaining in the following Departments, on 30th April 1824 :				
<b>CIVIL DEPARTMENT :</b>				
General	- - - - -	35,30,729		
Revenue	- - - - -	50,08,982		
Marine	- - - - -	2,05,129	87,44,840	
<b>MILITARY DEPARTMENT :</b>	- - - - -	- - -	20,20,748	1,07,65,588
<b>ORDINARY RECEIPTS :</b>				
<b>CIVIL DEPARTMENT :</b>				
General :				
Sale of Presents	- - - - -	1,000		
Post Office Collections	- - - - -	1,39,100		
Mint Duties	- - - - -	30,800		
Stamp D°	- - - - -	1,50,000	3,20,900	
Judicial :				
Bombay County Fund	- - - - -	90,000		
Fees and Fines at Provincial Courts	- - - - -	40,700	1,30,700	
Revenue :				
Land Revenue and Sayer at the Presidency	- - 3,88,600			
D° - D° at the Subordinates	- - 15,11,000			
D° - D° in Ceded and Conquered Provinces	1,07,74,200	1,26,73,800		
Customs :				
Collection of Duties at the Presidency and Subordinates,	14,51,400			
D° - in the Ceded and Conquered Provinces	- 14,18,200	28,69,600	1,55,43,400	
Opium: may be sold	- - - - -	- - -	20,19,700	
Salt: - - d° including Duty	- - - - -	- - -	78,100	
Marine: Hire of Dry Docks, Mooring Chains, &c.	- - - - -	- - -	89,500	1,81,82,300
<b>EXTRAORDINARY RECEIPTS :</b>				
<b>CIVIL DEPARTMENT :</b>				
General :				
Treasury Notes	- - - - -	1,68,700		
Guicowar State, for maintenance of Mulhar Row, &c.	- - - - -	9,600		
Roads: Wheel Tax may be collected	- - - - -	18,400		
Accountant General to Supreme Court of Judicature	- - - - -	50,000		
Funds of Public Institutions, &c.	- - - - -	5,20,950	7,67,650	
Supplies from London :				
Bills on the Court	- - - - - 5,00,000			
Advances in England, to be recovered, &c.	- - - 3,000	5,03,000		
Carried forward	- - - R <sup>1</sup>	5,03,000	7,67,650	2,89,47,888

of the BOMBAY Government, from 1st May 1824 to 30th April 1825 - - - - C

ORDINARY DISBURSEMENTS:			Rupees.
<b>CIVIL DEPARTMENT:</b>			
General:			
Salaries to the Governor and Council	- - - - -	3,12,000	
Public Offices and Establishments at the Presidency	- - - - -	6,73,100	
D° - - - - D° - - - - Subordinates	- - - - -	8,67,900	
Durbar Charges	- - - - -	44,500	
Post Office D°	- - - - -	1,46,300	
Mint - D°	- - - - -	27,500	
Ecclesiastical Department	- - - - -	1,65,400	
Public Contingencies	- - - - -	4,51,900	
Repairs of Roads, Bridges, &c.	- - - - -	3,33,000	
Pensions and Charitable Allowances	- - - - -	77,600	
			30,99,200
Judicial:			
Supreme Court of Judicature and Establishments	- - - - -	2,85,500	
Bombay County Fund	- - - - -	78,300	
Sudder and Fouzdarry Adawlut	- - - - -	2,22,000	
Provincial Courts	- - - - -	14,98,900	
			20,84,700
Revenue:			
Charges Collection at Bombay	- - - - - 54,200		
D° - - D° - Subordinates	- - - - - 2,07,800		
D° - - D° in Ceded and Conquered Provinces	23,25,600		
Pensions and Charitable Allowances	- - - - - 9,79,000		
D° - to Bajee Row and Chimnaje Appa	- - - - - 11,00,000		
Stipends to the Nawaub of Surat and his Officers	- - - - - 1,12,700		
		47,79,300	
Customs:			
Charges Collection at the Presidency	- - - - - 1,21,100		
D° - - D° - Subordinates	- - - - - 68,000		
D° - - D° in Ceded and Conquered Provinces	1,71,300		
		3,60,400	
			51,39,700
Opium: Purchase of, including Charges of Establishment	- - - - -	- - - - -	10,35,800
Marine:			
Office Establishment and Charges	- - - - -	1,09,100	
Charges of Cruizers and Vessels, including Arrears	- - - - -	4,87,200	
Marine Charges - - - - D°	- - - - -	3,18,800	
Pattamar, Luggage, and other Boats	- - - - -	30,400	
Surat Cruizers and Charges	- - - - -	30,000	
Charges on account Dry Docks, Mooring Chains, &c.	- - - - -	28,900	
D° - of Marine Yards, &c.	- - - - -	28,400	
D° - on Marine Stores	- - - - -	21,000	
			10,53,800
			1,24,13,200
<b>MILITARY DEPARTMENT:</b>			
Pay and Allowances to King's Troops	- - - - -	8,83,500	
D° - - D° - Company's	- - - - -	64,14,000	
Baroda Subsidiary Force	- - - - -	18,30,000	
Poonah - - D°	- - - - -	4,90,000	
General, Medical, Garrison and Division Staffs	- - - - -	15,50,000	
Contingencies	- - - - -	23,00,000	
Repairs to Fortifications and Buildings	- - - - -	3,50,000	
			1,38,17,500
			2,62,30,70
Carried forward	- - - - - R°		2,62,30,700

## D' - - - - - No. 18.- Abstract ESTIMATE of the Probable Receipts and

		Brought forward - - - R'	2,89,47,888
<b>EXTRAORDINARY RECEIPTS—continued.</b>			
<b>CIVIL DEPARTMENT: General—continued and Brought forward -</b>		5,03,000	7,67,650
<b>SUPPLIES from other PRESIDENCIES:</b>			
<i>Bengal:</i>			
Principal of Bengal Loan may be paid by Bills on } the Court - - - - - }	9,00,000		
Four-per-Cent Loan of 1824/25 - - - - -	3,32,500		
Bills may be drawn - - - - -	30,00,000		
Opium expected from Malwah - - - - -	9,95,500		
Disbursements on account this Presidency - - -	12,36,000		
	64,64,000		
<i>Fort St. George:</i>			
Specie and Bullion may be received - - - - -	30,00,000		
Bills may be drawn - - - - -	5,00,000		
Disbursements on account this Presidency - - -	40,000		
Guicowar Government for Cannojee Row's Pension -	5,500		
May be received on account Madras Civil Fund -	7,100		
	35,52,600		
<i>Ceylon:</i> Disbursements on account this Presidency - - -	500		
<i>Prince of Wales Island:</i> - D° - - D° - - - - -	500		
<b>SUPPLIES from the COMMERCIAL BRANCH:</b>			
May be received into the General and Subordinate Treasuries -		10,84,000	1,16,04,600
<b>Revenue:</b>			
Miscellaneous Receipts - - - - -			2,700
<b>Marine:</b>			
Recoveries on account hire, &c. of Dry Docks - - - - -		7,300	
Miscellaneous Receipts - - - - -		3,000	
Sale of Stores - - - - -		2,45,000	
Deduct Purchase - - - - -		2,10,000	
	35,000		
			45,300
<b>MILITARY DEPARTMENT:</b>			
Sale of Stores - - - - -		4,60,000	
Deduct Purchase - - - - -		4,00,000	
	60,000		
Bazaar Collections - - - - -		45,000	
Amount may be received from Cutch Government - - -		2,00,000	
Instalment of Penalty from Rajah of Bhownagger - - -		30,000	
Miscellaneous - - - - -		35,000	
			3,70,000
			1,27,90,250
			4,17,38,138
		Rupees - - -	

## Disbursements of the BOMBAY Government—continued. - - - - - C.

	Brought forward	R <sup>s</sup>	
			3,62,30,700
<b>EXTRAORDINARY DISBURSEMENTS:</b>			
<b>CIVIL DEPARTMENT:</b>			
<b>General:</b>			
Interest on Public Securities - - - - -	1,50,000		
Notes advertised for Payment, but not demanded - - - - -	33,600		
Bills payable - - - - -	76,500		
Enamdars - - - - -	2,32,100		
May be issued on account Funds of Public Institutions, Lotteries, &c.	3,40,200		
D <sup>o</sup> - - on account Prize Funds - - - - -	6,80,000		
D <sup>o</sup> - - on account Guicowar State - - - - -	9,100		
Charges for constructing Churches, may amount to - - - - -	26,500		
D <sup>o</sup> - - - - - New Mint at Bombay D <sup>o</sup> - - - - -	1,00,000		
Sundry Political Charges - - - - -	11,100		
Dead Stock - - - - -	10,000		
		16,69,100	
<b>SUPPLIES to other PRESIDENCIES:</b>			
<i>Bengal:</i>			
Loans may be discharged by Bills on England - - - - -	9,00,000		
Treasury Notes transferred to Bombay - - - - -	1,58,700		
Interest on Loans - - - - -	8,00,000		
Bills on account that Presidency - - - - -	1,00,000		
Disbursements D <sup>o</sup> - including Pensions, &c. - - - - -	2,35,000		
His Majesty's Embassy to the Court of Persia - - - - -	43,000		
Advances and Supplies on account H. M's Government - - - - -	200		
	22,36,900		
<i>Fort St. George:</i>			
Advances to the Military Paymaster in the Carnatic - - - - -	10,00,000		
Other Military Disbursements on account that Presidency - - - - -	7,85,000		
	17,85,000		
<i>Ceylon:</i>			
May be disbursed on account that Presidency - - - - -	300		
<b>SUPPLIES to the COMMERCIAL BRANCH:</b>			
May be advanced for the Purchase of Investment - - - - -	19,25,600		
		59,47,800	
<b>Judicial:</b>			
Expected Charges for Judicial Buildings - - - - -			3,01,700
<b>Revenue:</b>			
Charges on account Surveys - - - - -	1,32,500		
D <sup>o</sup> - for new Buildings - - - - -	46,200		
Tuckavee - - - - -	2,14,600		
Tora Grass and Mocassa - - - - -	15,500		
Military Troops - - - - -	17,200		
Dead Stock - - - - -	28,800		
		4,54,800	
<b>Marine:</b>			
Debt outstanding on account Dry Docks, &c. - - - - -	10,000		
Wages to Artificers on Naval Employ - - - - -	1,000		
Building Vessels for the Bombay Marine - - - - -	16,000		
		27,000	
<b>MILITARY DEPARTMENT:</b>			
Off-reckonings - - - - -	2,50,000		
Loss by Exchange in paying Troops, &c. - - - - -	3,00,000		
Dead Stock - - - - -	3,00,000		
		8,50,000	
			92,50,400
			3,54,81,100
<b>BALANCE:—</b> Amount expected to remain in the several Departments, on 30th April 1825 - - - - -			62,57,038
		Rupees - - -	4,17,38,138

D<sup>r</sup> - - No. 18.—Abstract ESTIMATE of the Probable Receipts and Disbursements

		Rupees.
TO BALANCE:—Amount remaining in this Department, on the 30th April 1824 - - -		89,848
<b>RECEIPTS:</b>		
At the Presidency :		
Expected Amount for Sale of Exports Goods - - - -	5,000	
D <sup>r</sup> - - - - on account Screws, &c. - - - -	6,300	
		11,300
Sale of Imports:		
May be received by the Import Warehouse-keeper on account } monthly General Sales - - - - - }	10,50,000	
D <sup>r</sup> - supplied to different Departments - - - -	1,05,000	
Sale of Madeira Wine - - - - -	5,600	
		11,60,600
Surat : Commercial Resident:		
Probable Gain on Supplies of Piece Goods, &c. - - - -		1,465
		11,73,365
<b>TERRITORIAL BOOKS:</b>		
Probable Advances required for the purchase of Investments - - -		19,25,602
Deduct,		
Payments estimated to be made into the General Treasury by the Import } Warehouse-keeper - - - - - }	10,84,058	
		8,41,544
		21,04,757
	Rupees - -	

East India House, }  
6th May 1826. }

(Errors excepted.)

in the Commercial Department at BOMBAY, for 1824/25 - - - - - C'

ORDINARY DISBURSEMENTS:		Rupees.
<b>Commercial Charges:</b>		
<b>At the Presidency:</b>		
Export Department: Salary, Establishments, &c. - - - -	44,150	
- - - - - Customs on Imports - - - -	60,000	1,04,150
Import - D° - Salary, Establishments, &c. - - - -	71,900	
- - - - - Customs on Imports - - - -	6,500	78,400
Subordinates: Salaries, Establishments, &c. - - - -	15,719	
- - - - - Customs - - - - -	51,000	66,719
		<b>2,49,869</b>
<b>EXTRAORDINARY DISBURSEMENTS:</b>		
<b>Charges on Merchandize:</b>		
<b>Import Department:</b>		
Dead Stock - - - - -		225
<b>Export Department:</b>		
Estimated Advances for Commercial Buildings - - - -		14,000
<i>Surat:</i>		
Charges on Cotton Investment, including Commission - - - -		38,664
<i>Kattywar:</i>		
Charges - - D° - - - - D° - - - - D° - - - -		80,000
		<b>1,32,889</b>
<b>Investments:</b>		
<b>At the Presidency:</b>		
Cotton Investment - - - - -		51,400
<i>Surat:</i>		
Cotton for Europe and China - - - - -		8,96,199
<i>Kattywar:</i>		
Cotton for Europe and China - - - - -		7,75,000
		<b>17,22,599</b>
	Rupees - -	<b>21,04,757</b>

JAMES C. MELVILL,  
Audr of India Acco<sup>n</sup>.



D° - No. 19.—Abstract ESTIMATE of the Receipts and Disbursements of the Residency

TO BALANCES remaining on the 1st May 1824 :			Rupess.
Residency :			
Treasury - - - - -	1,08,162		
Civil Paymaster - - - - -	3,767		
Storekeeper - - - - -	7,889	1,19,818	
Subordinates :			
Nattal - - - - -		76,461	
			1,96,279
TO RECEIPTS :			
Residency :			
Opium and Spirit Farms - - - - -		35,040	
Subordinates :			
Opium Farm at Tappanooly - - - - -		400	
Storekeeper :			
Sale of Grain and Stores at Marlbro' - - - - -	1,50,000		
D° - - D° - - Nattal - - - - -	20,000	1,70,000	
General Books :			
Balances due from Individuals and expected to be collected - - - - -		14,000	
Bengal :			
Bills to be drawn - - - - -		8,66,544	
			10,85,984
		Rupees	12,82,263

East India House, }  
6th May 1826. }

(Errors excepted.)

of BENCOOLEN and its Dependencies, from 1st May 1824 to 30th April 1825 - - C

BY DISBURSEMENTS:			Rupees.
<b>Residency :</b>			
Salary of the Lieutenant Governor	- - - - -	32,820	
Head and Second Assistant	- - - - -	38,328	
Public Offices	- - - - -	1,04,190	
Judicial and Police Establishments	- - - - -	49,169	
Marine Department	- - - - -	33,011	
Clerical and Medical Departments	- - - - -	31,384	
Superintendent of Buildings and Spice Plantations	- - - - -	10,869	
Native Chiefs at Marlbro'	- - - - -	18,750	
Pensions	- - - - -	11,000	
			3,29,521
<b>Charges, Merchandize :</b>			
Landing Stores, and shipping the Investment	- - - - -	10,000	
Purchase of Stores	- - - - -	30,000	
			40,000
<b>Charges Extraordinary :</b>			
Personal Expenses of the Lieutenant Governor	- - - - -	46,092	
Repairs to Buildings	- - - - -	25,000	
Expenses of Bengal Convicts	- - - - -	58,000	
Interest on Promissory Notes	- - - - -	5,000	
Freight of Vessels	- - - - -	5,000	
Contingencies	- - - - -	50,000	
			1,89,092
<b>Military Establishment :</b>			
Advances to the Military Paymaster	- - - - -	- - -	1,58,000
			7,16,613
<b>Subordinates :</b>			
NattaL.—Salary of the Resident and Assistants	- - - - -	23,848	
Advances for Repairs	- - - - -	1,320	
D° to Native Chiefs	- - - - -	1,650	
Contingencies	- - - - -	25,000	
			51,818
<b>Out Stations :</b>			
Allowances in full of all Charges	- - - - -	- - -	33,016
<b>Investment :</b>			
Pepper and Coffee ,1,700 Tons	- - - - -	- - -	4,80,816
			5,65,650
			Rupees 12,82,263

JAMES C. MELVILL,  
Aud<sup>r</sup> of India Acco<sup>ts</sup>.

## D - - - - No. 20.—Abstract ESTIMATE of the Receipts and Disbursements of

		Dollars.
BALANCE :—Amount remaining in the Treasury, &c. on the 1st May 1824		81,960
<b>ORDINARY RECEIPTS:</b>		
<b>CIVIL DEPARTMENT:</b>		
General:		
Post Office Collections		300
Judicial:		
Fees and Fines in the Courts of Judicature and Police	6,700	
D° - D° - in the Court of Requests	7,550	14,250
Revenue:		
Arrears of formers years to be collected	10,000	
Collections on account the Current year	150,000	160,000
Marine:		
Anchorage and Pilotage Fees, &c.		5,220
		179,770
<b>EXTRAORDINARY RECEIPTS:</b>		
<b>CIVIL DEPARTMENT:</b>		
General:		
Debts outstanding	7,750	
Sale and Issues of Stores	6,100	
House and Bungalow Rent	990	14,840
Judicial:		
Deposits expected to be made		16,000
Commercial:		
Sale and Issue of Stores		10,000
<b>MILITARY DEPARTMENT:</b>		
Sale and Issue of Stores	7,600	
D° - of Provisions to the Troops	14,000	21,600
BILLS :—Amount expected to be drawn on Bengal		350,000
		412,440
Dollars		674,170

PRINCE OF WALES ISLAND, from 1st May 1824 to 30th April 1825 - - - C<sup>r</sup>

ORDINARY DISBURSEMENTS:			Dollars.
<b>CIVIL DEPARTMENT:</b>			
General:			
Salaries of the Governor and Members of Council and Establishment	- - - - -	55,536	
Durbar Charges	- - - - -	6,480	
Public Offices	- - - - -	58,238	
D <sup>o</sup> - Establishments	- - - - -	29,788	
Petty D <sup>o</sup> - and Contingencies	- - - - -	17,752	
			167,794
Judicial:			
Salaries of the Recorder and Officers of Court	- - - - -	23,400	
Establishments of the Sheriff, Court of Requests, &c.	- - - - -	11,616	
D <sup>o</sup> - of the Police	- - - - -	16,728	
Contingencies	- - - - -	5,000	
			56,744
Revenue:			
Establishment of the Collector and Contingencies	- - - - -		11,480
Commercial:			
Establishment of the Warehousekeeper and Contingencies	- - - - -		5,576
Marine:			
Master Attendant and Pilot Establishment	- - - - -	10,956	
Establishment and Supplies to the Brig Jessy, &c. and Contingencies	- - - - -	9,602	
			20,558
<b>MILITARY DEPARTMENT:</b>			
Aid-de-Camp and Military Secretary to the Governor	- - - - -	3,631	
Garrison Staff, Engineers Establishment, &c.	- - - - -	15,034	
Penang Local Corps	- - - - -	24,499	
Contingencies	- - - - -	3,500	
			46,664
			308,816
<b>EXTRAORDINARY DISBURSEMENTS:</b>			
<b>CIVIL DEPARTMENT:</b>			
General:			
Purchase of Provisions and Medicines	- - - - -	12,100	
Repairs to Buildings	- - - - -	3,000	
Arrears of Salary to Public Officers	- - - - -	5,821	
Loan on emergency from the Governor	- - - - -	18,000	
Mission to Ligor	- - - - -	5,000	
			43,921
Judicial:			
Arrears of Salary to the Recorder	- - - - -	4,000	
Deposits claimable	- - - - -	10,000	
			14,000
Commercial:			
Purchase of Civil and Marine Stores	- - - - -		3,500
Marine:			
Establishment of the Commodore's House, &c.	- - - - -		1,100
<b>MILITARY DEPARTMENT:</b>			
Purchase of Stores, and Repairs to Buildings	- - - - -		3,000
			65,521
			374,337
Expected Disbursements, on account of Europe and the other Presidencies	- - - - -		242,620
BALANCE expected to remain in the Treasury, &c. on the 30th April 1825	- - - - -		57,213
		Dollars	674,170

JAMES C. MELVILL,  
Aud<sup>r</sup> of India Acco<sup>ts</sup>.

## No. 21.

AN ACCOUNT of the Annual Charges defrayed by the East India Company, for the Management of their Trade and Commerce in BENGAL, MADRAS, BOMBAY, BENCOOLEN, and PRINCE OF WALES ISLAND; also an ACCOUNT of the Factory Charges at CANTON, for Three Years; according to the latest Advices.—With an ESTIMATE of the same for the succeeding Year.

	1821/22.	1822/23.	1823/24.	Per Estimate, 1824/25.
<b>BENGAL:</b>				
Charges at the Presidency, and Subordinates - - - - - C <sup>t</sup> R <sup>s</sup> - - - - -	18,16,893	19,20,488	16,94,568	18,10,612
At 2s. the Current Rupee - - - - - £.	181,689	192,049	169,457	181,060
<b>MADRAS:</b>				
Charges at the Presidency, and Subordinates, - - - - - Pagodas - - - - -	1,03,050	76,012	26,423	37,143
At 8s. the Pagoda - - - - - £.	41,220	30,404	14,569	14,857
<b>BOMBAY:</b>				
Charges at the Presidency, and Subordinates - - - - - Rupees - - - - -	2,05,722	2,25,716	2,79,097	2,47,226
At 2s. 3d. the Rupee - - - - - £.	23,144	25,393	31,398	27,813
<b>BENCOOLEN:</b>				
Charges at the Residency - - - - - C <sup>t</sup> R <sup>s</sup> - - - - -	25,956	27,882	51,493	33,801
At 2s. the Current Rupee - - - - - £.	2,595	2,788	5,149	3,380
<b>PRINCE OF WALES ISLAND:</b>				
Charges at the Presidency - - - - - Dollars - - - - -	5,446	5,487	5,005	5,576
At 5s. the Dollar - - - - - £.	1,362	1,372	1,251	1,394
<b>CANTON:</b>				
Charges at the Factory - - - - - Tales - - - - -	179,311	174,241	183,366	198,820
At 6s. 8d. the Tale - - - - - £.	59,770	58,080	61,122	66,273
<b>TOTAL - - - - - £. S<sup>ts</sup></b>	<b>309,780</b>	<b>310,086</b>	<b>282,946</b>	<b>294,777</b>

East India House,  
6th May 1826.

(Errors excepted.)

JAMES C. MELVILL,  
Aud<sup>r</sup> of India Acco<sup>ts</sup>.

## No. 22.

AN ACCOUNT of the Amount received at the several Presidencies of FORT WILLIAM, FORT ST. GEORGE, BOMBAY, and at BENCOOLEN and PRINCE OF WALES ISLAND, for Sales of Import Goods, for Three Years; according to the latest Advices:—With an ESTIMATE of the same for the succeeding Year.

		1821/22.	1822/23.	1823/24.	Per Estimate, 1824/25.
BENGAL	Current Rupees -	34,36,034	33,64,590	31,62,595	33,21,073
	At 2s. the Current Rupee - £.	343,603	336,459	316,260	332,107
MADRAS	Pagodas -	1,30,936	1,59,276	1,25,611	1,22,857
	At 8s. the Pagoda - £.	52,014	63,710	50,244	49,143
BOMBAY	Rupees -	22,71,593	16,33,451	13,28,921	11,60,600
	At 2s. 3d. the Rupee - £.	255,554	183,763	149,504	130,567
BENCOOLEN	Current Rupees -	4,52,757	3,08,062	1,77,152	1,83,114
	At 2s. the Current Rupee - £.	45,276	30,806	17,715	18,311
PRINCE OF WALES ISLAND	Dollars -	3,920	5,426	1,910	5,000
	At 5s. the Dollar - £.	980	1,356	477	1,250
TOTAL - - £. S <sup>rs</sup>		697,427	616,094	534,200	531,378

East India House, }  
6th May 1826. }

(Errors excepted.)

JAMES C. MELVILL,  
Aud<sup>r</sup> of India Acco<sup>rs</sup>.

No. 23.

AN ACCOUNT of the PRIME COST of all CARGOES purchased by the EAST INDIA COMPANY in INDIA, and shipped for EUROPE, for Three Years; according to the latest Advices.

		1821/22.	1822/23.	1823/24.
BENGAL	Current Rupees -	1,10,80,963	1,33,05,792	1,05,42,835
	At 2s. the Current Rupee - £.	1,108,096	1,330,579	1,054,283
MADRAS	Pagodas. -	3,64,889	2,68,988	2,66,292
	At 2s. the Pagoda - £.	145,956	107,595	106,518
BOMBAY	Bombay Rupees -	-	-	1,30,387
	At 2s. the Rupee - £.	-	-	14,669
FORT MARLBRO'	Current Rupees -	1,08,012	2,18,294	1,52,616
	At 2s. the Current Rupee - £.	10,801	21,829	15,262
TOTAL - - - £. S <sup>d</sup>		1,264,853	1,460,003	1,190,732

East India House, }  
6th May 1826. }

(Errors excepted.)

JAMES C. MELVILL,  
Aud<sup>r</sup> of India Acco<sup>s</sup>.

## EAST INDIA ACCOUNTS.

VIZ.

— 2. —  
ANNUAL ACCOUNT, made up to the 1st day of May 1826;—Containing, The Amount of the Proceeds of the Sale of Goods and Merchandize of The EAST INDIA COMPANY in *Great Britain*, and of their Commercial and other Receipts, Charges, and Payments, in *Great Britain*, under the several Heads thereof; together with an ESTIMATE of the same for the Current Year;—and, A Statement of their BOND DEBTS and SIMPLE CONTRACT DEBTS, with the Rates of Interest they respectively carry, and the Amount of such Interest; and the State of CASH remaining in their Treasury, and other Effects appertaining to the Company, in *Great Britain*, and Afloat; distinguishing the RECEIPTS and PAYMENTS, DEBTS and ASSETS, in the Political and Territorial Branch, from the RECEIPTS and PAYMENTS, DEBTS and ASSETS, in the Commercial Branch:

— 2. —  
AN ACCOUNT of NEW or INCREASED SALARIES, ESTABLISHMENTS or PENSIONS, payable in *Great Britain*, granted or created between 1st May 1825 and 1st May 1826;—and ALLOWANCES, COMPENSATIONS, REMUNERATIONS, and SUPERANNUATIONS, granted to the Officers and Servants of The EAST INDIA COMPANY, under the 93d Section of the Act 53 Geo. 3. c. 155. for the same Period.

East India House, }  
24 May 1826. }

THO<sup>s</sup> G. LLOYD,  
Accountant General.

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Ordered, by The House of Commons, to be Printed,  
31 May 1826.

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(1.)—ANNUAL ACCOUNT, made up to the 1st day of May 1826;—Containing, The Amount of the Proceeds and other Receipts, Charges, and Payments, in *Great Britain*, under the several Heads thereof; together with an DEBTS, with the Rates of Interest they respectively carry, and the Amount of such Interest; and the State of Afloat; distinguishing the RECEIPTS and PAYMENTS, DEBTS and ASSETS, in the POLITICAL and TERRITORIAL

AMOUNT of the Proceeds of the Sale of Goods and Merchandize of The *East India Company*, in *Great Britain*, together with an Estimate of the same, for the Current Year; distinguishing the Receipts and

## POLITICAL AND

## RECEIPTS:

	£.	s.	d.
BILLS on Account of Supplies to the Public Service; and Bills drawn on India - - -	134,987	1	1
Produce of Spices received from the Moluccas, sold on account of Government - - -	53,871	-	-
H. M. Government, in repayment of Expenses incurred at St. Helena, subsequently to 30th April 1822 - - -	3,711	8	8
£. 191,869 3 9			

## COMMERCIAL

COMPANY'S Goods - - - - -	5,770,718	10	9
Charges on Private Trade, warehoused and sold by the Company - - - - -	138,451	15	4
Customs on Private Trade - - - - -	4,266	3	1
Freight on Private Goods imported and exported - - - - -	8,387	18	11
Interest on the Annuities - - - - -	36,226	15	10
Owners of Ships, for Advances and Supplies furnished them Abroad, and Goods short delivered in India and China of outward Consignments - - - - -	8,290	-	-
Private Trade Goods sold - - - - -	2,656,986	5	2
Fee Funds for the House and Warehouses - - - - -	85,398	1	1
Widows Funds for Officers of the House and Warehouses, and for Elders, Extra Clerks, &c. employed in the House and Warehouses - - - - -	15,977	10	8
Charges on Spices sold for Government - - - - -	2,835	-	-
Almshouses at Poplar, and Seamen's Wages unclaimed - - - - -	21,987	16	4
Dividends on Stock standing in the Company's name - - - - -	56,519	9	8
Interest and Discounts on anticipated Payments - - - - -	17,038	13	5
Unclaimed Prize Money paid into the Company's Treasury, and carried over, in conformity to the Act of 1 & 2 Geo. IV, c. 61, applicable to Poplar Fund; (including a portion of Prize Money, of which the appropriation has not yet been ascertained) - less Claims allowed thereout - - - - -	2,682	12	2
Remittances from North American Colonies on account of Proceeds of Teas sold there by the Company's Agents - - - - -	59,242	15	6
Bills in favour, remitted by Company's Agent at the Cape - - - - -	203	5	-
£. 8,885,212 12 11			
Balance in favour 1st May 1825 (exclusive of Duty on Tea) - - - - -	£.	1,594,644	9 8
Territorial Receipts - - - - -	£. 191,869	3	9
Commercial D <sup>o</sup> - - - - -	8,885,212	12	11
£. 10,671,726 6 4			

of the Sale of Goods and Merchandize of The EAST INDIA COMPANY in Great Britain, and of their Commercial ESTIMATE of the same for the Current Year;—and, a Statement of their BOND DEBTS and SIMPLE CONTRACT CASH remaining in their Treasury, and other Effects appertaining to the Company, in Great Britain, and BRANCH, from the RECEIPTS and PAYMENTS, DEBTS and ASSETS in the COMMERCIAL BRANCH.

and of their Commercial and other Receipts, Charges, and Payments, in Great Britain, under the several Heads thereof; Payments in the Political and Territorial Branch, from those in the Commercial Branch.

## TERRITORIAL BRANCH.

PAYMENTS:		£.	s.	d.
BILLS of Exchange from India, for Principal and Interest of Indian Debt; viz.				
Principal	£. 576,714 10 11	1,006,754	-	11
Interest	430,039 10 -			
For Cash received into the Indian Treasuries under Advertisements of the Governments		100,427	10	10
For Effects of deceased Officers, and other Remittances		50,529	9	1
		1,157,711	-	10
Bullion imported from India; charges on Importations of former years		2,988	-	-
Freight of Stores, &c. chargeable to Government		1,617	18	5
Spices from the Moluccas; Payments to Government on account of Proceeds thereof accrued both in India and England		110,973	1	10
H. M. Government, in final adjustment of their claim for Cinnamon provided for the Company in 1821/2		29,054	5	-
Territorial and Political Charges and Advances in England:				
On Account of Military and Marine Stores exported and to be exported		774,074	18	1
Military Officers, Pay and Off-reckonings on Furlough and Retirement		355,833	16	7
Civil Establishments of India, Absentee allowances, &c.		244	10	4
Passage of Military, and Supplies to them on Voyage		123,099	19	2
Political Freight and Demorage		126,830	-	11
Carnatic Debts, Interest on Claims adjudicated	£. 86,520 3 1	91,125	11	7
Salaries of the Commissioners, and Current Charges of the Commission; the part chargeable to the Carnatic Fund	4,605 8 6			
Tanjore Debts, Current Charges and Salaries of Commissioners and Officers		1,194	1	8
Charges on account of St. Helena	Bills, &c. paid £. 42,695 7 9	88,170	10	8
	Exports provided 45,475 2 11			
Charges on account Prince of Wales' Island, Singapore and Malacca	Bills, &c. paid £. 246 16 7	2,574	18	7
	Exports provided 2,328 2 -			
Political Charges General, and Advances repayable		481,650	18	4
Payments under Act 4th Geo. IV. c. 71. on account of Retiring Pay, Pensions, &c. of King's Troops serving in the East Indies		60,000	-	-
Paymaster General of H. M. Forces, for Claims accrued against the Company since 30th April 1822, in respect of King's Troops serving in India		120,000	-	-
Unclaimed Prize Money applicable to Lord Clive's Fund (by 1 & 2 Geo. IV. c. 61) Claims allowed thereout in excess of Prize Money appropriated, to the use of this Fund, in the current Year		599	6	9
		£.	3,528,642	18 9
BRANCH.				
CUSTOMS			1,491	7 10
Freight and Demorage			733,839	2 3
Goods for Sale and Use, exported and to be exported			723,079	1 5
Commanders Certificates, and Bills of Exchange from China and the Cape			144,753	16 1
Charges General			484,147	11 1
Bonds paid in on Sales			141,050	-
Bonds paid off under the Advertisement for Reduction of the Interest on the Bond Debt to 3 per cent			712	10 -
Interest on the Bond Debt			111,739	3 -
Dividends on Stock			630,472	16 -
Private Trade			2,733,871	2 8
Almshouses at Poplar			17,809	11 6
Fee Funds for the House and Warehouses			84,490	- 6
Widows Funds for Officers of the House and Warehouses, and for Elders, Extra Clerks, &c. employed in the House and Warehouses			38,931	15 8
Money borrowed of the Bank, in repayment of Balance of the Loan of £. 1,500,000 in 1823/4			500,000	- -
Interest on that Loan			17,500	- -
		£.	6,363,887	18 -
Territorial Payments	£. 3,528,642 18 9	9,892,530	16	9
Commercial D <sup>o</sup>	6,363,887 18 -			
Balance in favour 1st May 1826 (exclusive of Duty on Tea)		779,195	9	7
		£.	10,671,726	6 4

## ESTIMATE OF THE SAME FOR THE CURRENT YEAR.

**POLITICAL AND****RECEIPTS:**

	£
BILLS of Exchange for Supplies to His Majesty's Government - - -	33,101,000
H. M. Government for Advances in India beyond the amount repaid by Bills of Exchange - - - - -	82,654,000
	£ 115,755

**COMMERCIAL**

To be received for Company's Goods - - - - -	£ 4,437,195
Private Trade Goods sold before 1st May 1826 - - - - -	489,947
Interest on the Annuities - - - - -	36,226
Charges on Private Trade - - - - -	100,000
Dividends on Stock standing in the Company's Name - - - - -	56,519
Remittances from North American Colonies on account Proceeds of Tea - - -	95,500
D <sup>o</sup> - from Agent at the Cape - - - - -	20,000
	£ 5,234,597
BALANCE in favour on 1st May 1826 (exclusive of Tea Duty) - - - - -	779,195
Securities available not included therein - - - - -	1,455,516
Territorial Receipts - - - - -	£ 115,755
Commercial D <sup>o</sup> - - - - -	5,234,597
	6,350,352
	£ 7,585,062

FROM THE FIRST MAY 1826, TO THE FIRST MAY 1827.

**TERRITORIAL BRANCH.**

<b>PAYMENTS:</b>		£.
Bills of Exchange from India	- - - - -	563,211
Military, Garrison, and Marine Stores	- - - - -	1,041,321
Passage of Military	- - - - -	107,000
Political Freight and Demorage	- - - - -	180,000
Officers on Furlough, and Retirement, Pay and Off-reckonings	- - - - -	419,000
Carnatic Debts, Interest and Charges payable from the Carnatic Fund	- - - - -	96,400
Tanjore Debts; Charges of the Commission	- - - - -	2,400
Political Charges, General, and Advances repayable	- - - - -	470,000
Island of St. Helena	- - - - -	
Bills, &c.	- - - - -	£. 40,000
Exports	- - - - -	37,100
		77,100
Pay Office Demands	- - - - -	354,000
Payments under the Act 4 Geo. IV. c. 71, on account Retiring Pay, Pensions, &c. of King's Troops serving in the East Indies	- - - - -	60,000
On account of the Naval Force provided for the East Indies	- - - - -	75,000
Civil Establishments of India, and Bengal Annuity Fund	- - - - -	21,500
Warrants passed the Court unpaid	- - - - -	81,400
		£. 3,548,332

**BRANCH.**

<b>CUSTOMS</b>	- - - - -	£.	2,000
Freight	- - - - -	677,560	
Exports	- - - - -	744,211	
Bills of Exchange	- - - - -	142,215	
Charges, General	- - - - -	480,000	
Interest on Bonds	- - - - -	189,117	
Dividends on Stock	- - - - -	672,422	
Proprietors of Private Trade, for Goods sold before 1st May 1826	- - - - -	598,056	
Bonds advertised to be paid off	- - - - -	15,417	
Buyers of Tea returned	- - - - -	971	
Warrants passed the Court unpaid	- - - - -	31,900	
		£. 3,553,869	
Territorial Payments	- - - - -	£. 3,548,332	
Commercial D <sup>o</sup>	- - - - -	3,553,869	
		7,102,201	
<b>BALANCE in favour, 1st May 1827</b>	- - - - -	482,862	
		£. 7,585,063	

**A STATEMENT OF THEIR BOND DEBTS AND SIMPLE CONTRACT DEBTS,  
State of CASH remaining in their Treasury, and other Effects appertaining to  
Distinguishing the DEBTS and ASSETS in the POLITICAL and TERRITORIAL**

**POLITICAL AND**

<b>DEBTS:</b>		<b>£</b>
TO Bills of Exchange unpaid, from India and St. Helena, drawn on the Political and Territorial Account	}	283,577
Warrants passed the Court unpaid		81,400
Amount owing for Territorial Exports, &c.		266,977
Unclaimed Prize Money applicable to Lord Clive's Fund (Act 1 & 2 Geo. IV.) bearing Interest at 5 per cent per annum	}	62,477
The Commercial Branch, for Territorial and Political Payments made in England, between 1st May 1814 and 1st May 1826	}	9,356,859
H. M. Government, due per Estimate on account of Pay Office demands, after taking credit for sums due from Government to the Company	}	377,434
		<b>£. 10,428,724</b>

**COMMERCIAL**

TO Bills of Exchange, unpaid	-	47,047
Customs		2,000
Freight and Demorage		240,150
Supra Cargoes' Commission upon all Goods, sold and unsold		53,312
Proprietors of Private Trade on all Goods sold		508,056
Alms-houses at Poplar (Poplar Fund,) bearing Interest at 5 per cent p' annum		240,174
Unclaimed Prize Money applicable to D <sup>o</sup> (Act 1 & 2 Geo. IV.) D <sup>o</sup> - D <sup>o</sup>		34,751
- D <sup>o</sup> - of which the appropriation has not yet been ascertained		2,843
Warrants passed the Court unpaid		31,900
What owing for Teas returned by the Buyers, and resold		977
Dividends on Stock		42,422
Interest on Bonds		50,519
Amount owing for Commercial Exports		85,184
Amount owing to the Fee Funds and Widows' Funds, the latter bearing Interest at 5 per cent per annum	}	9,365
		<b>£. 1,438,194</b>

Territorial and Political Debts, brought down	£. 10,428,724	£.	£.
D <sup>o</sup> - Assets - D <sup>o</sup>	1,525,676		
Territorial Assets deficient		8,903,048	
Commercial Debts, brought down	£. 1,438,194		
D <sup>o</sup> - Assets - D <sup>o</sup>	22,406,902		
Commercial Assets, in favour		20,968,708	
Assets in favour		£.	12,065,660
To Amount of the Company's Home Bond Debt, bearing Interest at 4 per cent per annum		3,780,475	
- not bearing Interest		15,417	
			3,795,892
Assets in favour		£.	8,269,768

with the Rates of Interest they respectively carry, and the Amount of such Interest, and the the Company in *Great Britain* and *Afloat Outward*, on 1st May 1826:

Branch, from the DEBTS and ASSETS in the COMMERCIAL Branch.

**TERRITORIAL BRANCH.**

ASSETS:		£.
BY Exports of Military Stores, &c. shipped in Season 1825/26, with the Amount remaining unshipped on 1st May 1826	1,130,030	
Cargoes from England of Season 1824/25, not arrived in India, &c. at the close of the Official Year 1824/25	254,924	
What owing from sundry Persons, for Advances repayable in England	4,777	
Bills of Exchange drawn on H. M. Government, for Supplies furnished in India, unpaid 1st May 1826	3,101	
Value of Carnatic Stock belonging to the Company	27,977	
Value of the E. I. College at Haileybury, and of the Military Seminary at Addiscombe	102,000	
Balances in hands of Officers of the House, &c. of Sums advanced to pay Political Charges	1,844	
Consignments arrived on the Territorial Account remaining unsold	1,023	
	£.	1,525,676

**BRANCH.**

BY what due from the Public to the Company, East India Annuities engrafted on the 3 per Cents Reduced, per Act 33 Geo. 3. c. 47	1,207,560	
Cash, its balance on 1st May 1826	779,195	
Amount of Goods sold, not paid for	961,352	
Value of Goods in England unsold	5,340,094	
Cargoes from England of 1824/25, not arrived in India and China at the close of the Official Year 1824/25	643,385	
Exports shipped in Season 1825/26, together with the Amount remaining unshipped 1st May 1826	1,135,768	
Impress paid Owners of Ships not arrived in England	77,431	
Value of Ships, Sloops and Vessels, exclusive of those stationed abroad	213,456	
Value of the East India House and Warehouses	1,229,000	
What owing from sundry Persons for Advances repayable in England	6,167	
Balances in the hands of Officers of the House and Warehouse keepers, advanced to pay Commercial Charges	1,119	
the Territorial Branch, for Territorial and Political Payments made in England, between 1st May 1814 and 1st May 1826	* 9,356,859	
Stock in the Public Funds, standing in the Company's Name, valued at the Market prices on 1st May 1826	1,455,516	
	£.	22,406,902

\* *Memorandum:*

THIS Balance is subject to reduction, by the Amount of the Advances made in India from the Territorial Branch to the Commercial Branch, in the Indian Official Years 1824/25 and 1825/26; the Documents whereby the Amount of these Advances is to be ascertained, have not as yet been received from India, but which, it is estimated, may amount to £.4,134,000;— which will leave a Balance due to the Commerce, of £.5,222,859.

In the period from 1st May 1814 to 1st May 1826, there has also been advanced or set apart from the Surplus Commercial Profits in England, the sum of £.4,754,903 towards the liquidation of Indian Territorial Debt, which being a payment under the 4th head of Appropriation of the 57th Section of 53d Geo. 3d, is not held to constitute a claim upon the Territorial Department for repayment, upon the principle observed in respect to other Territorial Advances.

The Home Bond Debt is stated without specific application to either branch of the Company's affairs, it not being determined to what extent the Debt had its origin, from political causes.

East India House,  
24th May 1826.

(Errors excepted.)

THO' G. LLOYD,  
Acc<sup>t</sup> Gen<sup>l</sup>.

(2.)—AN ACCOUNT OF NEW OR INCREASED SALARIES, ESTABLISHMENTS, OR PENSIONS, payable in Great Britain, granted or created between 1st May 1825 and the 1st of May 1826.

SALARIES:	Political.	Commercial.	TOTAL.
	£. s. d.	£. s. d.	£. s. d.
TO Mr. John Cogden, 1st Assistant in the Office of the Surveyor of Buildings - - - - - }	- - -	350 - -	350 - -
Increase of Salary to Mr. Philip Melvill, Assistant to the Military Secretary - - - - - }	200 - -	- - -	200 - -
- - - - - Walter Young, Assistant to the Clerk to the Committee of Buying, and Warehouses - }	- - -	200 - -	200 - -
- - - - - Thomas Hoole, 1st Clerk in the Office of D <sup>o</sup> -	- - -	100 - -	100 - -
- - - - - Thomas Harding, 6th - - D <sup>o</sup> - - D <sup>o</sup> -	- - -	40 - -	40 - -
- - - - - Francis Johnson, Assistant in the Oriental Department, East India College - - - }	181 8 -	18 12 -	200 - -
- - - - - Thomas Medland, Oriental Writing Master D <sup>o</sup> -	90 14 -	9 6 -	100 - -
- - - - - Sir Alexander Dickson, Public Examiner, Military Seminary - - - - - }	150 - -	- - -	150 - -
- - - - - Mr. John C. Mason, Clerk Secretary's Office -	33 6 8	16 13 4	50 - -
- - - - - The Rev. Dr. Batten, Principal, East India College - - - - - }	45 7 -	4 13 -	50 - -
- - - - - Mr. John Ritchie, Extra Clerk, Treasury -	26 13 4	13 6 8	40 - -
- - - - - Capt. Henry D. Jones, the Adjutant under Lieut. Colonel Pasley, at Chatham - - - }	50 - -	- - -	50 - -
- - - - - Major Somerville, Second in command at the Dépôt, Chatham - - - - - }	30 - -	- - -	30 - -
Additional Porter to the Treasury - - - - -	50 - -	50 - -	100 - -
Increase of Salary to sundry Clerks, in the Warehouses, not exceeding £.50 per annum each - - - - - }	- - -	720 - -	720 - -
- - - - - The Surveyors of Private Trade, in consideration of the Establishment of Inspectors having been abolished - - - - - }	- - -	310 - -	310 - -
Additional Salaries, not exceeding £.20 per annum respectively, to junior and other Clerks of the Establishment, under the Salary Regulations - }	651 13 4	1,948 6 8	2,600 - -
£.	1,509 2 4	3,780 17 8	5,290 - -

## The Account of New or Increased Salaries, &amp;c.—continued.

PENSIONS, &c.	Political.			Commercial.			TOTAL.		
	£.	s.	d.	£.	s.	d.	£.	s.	d.
TO Sir Edmond Stanley, late Chief Justice at Madras, his Pension under the Act 6th Geo. IV. now made payable in England	1,600	—	—	—	—	—	1,600	—	—
Sir Francis W. M'Naghten, late a Judge at Bengal - - D° - - d°	1,500	—	—	—	—	—	1,500	—	—
Major Gen. Sir John Malcolm, in consideration of his distinguished merits and services	1,000	—	—	—	—	—	1,000	—	—
Dr. Matthew Lumsden, late Professor at the College at Fort William, who has recently returned to England, now re-admitted to the Pension granted him in April 1821, which had ceased agreeably to the terms of the grant, when he embarked for India in the August following to resume his duties at the College	200	—	—	—	—	—	200	—	—
Mrs. Staunton, widow of the late Lieut. Col. Staunton, in consideration of her late husband's conspicuous services	182	—	—	—	—	—	182	—	—
Mrs. Kerr, widow of the late Lieut. Gen. Kerr - - D° - - D°	150	—	—	—	—	—	150	—	—
Mr. Charles Wilkinson, late Inspector of Private Trade, in consideration of his age and length of service	—	—	—	150	—	—	150	—	—
- William Briscoe - - D° - - D° - - D°	—	—	—	150	—	—	150	—	—
- Henry S. Locke, late of the Bencoolen Civil Establishment, in consideration of the peculiar circumstances of his case	105	—	—	—	—	—	105	—	—
- Joseph Law, late Assistant Surgeon, Madras Establishment, in consequence of mental derangement	100	—	—	—	—	—	100	—	—
- William Ogilvie, late Writer, Bombay Establishment - D° - D°	100	—	—	—	—	—	100	—	—
- John Weir, late of the Prince of Wales's Island Establishment - - - - D° - D°	100	—	—	—	—	—	100	—	—
Capt. John Bayly, late Bombay Cavalry - - - - D° - D°	100	—	—	—	—	—	100	—	—
Lieut. F. C. Mayo, late Madras Establishment - - - - D° - D°	100	—	—	—	—	—	100	—	—
Mr. Matthew Barrett, late Master of the Ganges Hoy, in consideration of his ill health and long services	—	—	—	100	—	—	100	—	—
Mrs. Marian C. M'Pherson, daughter of the late Mr. John Addison, formerly of the Bengal Civil Establishment, who served the Company upwards of 50 years; on account of her distressed situation	100	—	—	—	—	—	100	—	—
Mr. P. P. Morgan, late Captain of the Bengal Establishment, in consideration of his former services	90	—	—	—	—	—	90	—	—
Lieut. Col. Little, late of the Madras Establishment	100	—	—	—	—	—	100	—	—
Mrs. Sarah Wynne, widow of the late Mr. Richard Owen Wynne, of the Bengal Civil Establishment	80	—	—	—	—	—	80	—	—
Lieut. Col. I. I. Mackintosh, Madras Artillery, in consideration of the peculiar circumstances of his case	70	—	—	—	—	—	70	—	—
Major C. Swindell, Bengal Establishment, who was severely wounded at the Battle of Delhi	65	—	—	—	—	—	65	—	—
Lieut. Col. Hugh R. Alcock, late of the Madras Establishment, in consideration of his advanced age	50	—	—	—	—	—	50	—	—
Capt. D. Reid, late of the Bengal Establishment, in consideration of the distressing circumstances of his case	50	—	—	—	—	—	50	—	—
- Robert Boyes - D° - in consideration of the deplorable state of his health	50	—	—	—	—	—	50	—	—
Lieut. Col. Peter Lawless, Madras Establishment, who is rendered almost helpless by paralysis	50	—	—	—	—	—	50	—	—
Lieut. John Shipp, late of His Majesty's 87th Foot, in consideration of his conspicuous gallantry, and the wound he received in the course of his services in India	50	—	—	—	—	—	50	—	—
- Henry Charlton, late of the Madras Establishment	50	—	—	—	—	—	50	—	—
Mr. George Strachan, formerly a Lieutenant, Bombay Establishment, in consideration of his extreme poverty and distress	50	—	—	—	—	—	50	—	—
Carried forward - - - - £.	6,092	—	—	400	—	—	6,492	—	—



## The Account of New or Increased Salaries, &amp;c.—continued.

PENSIONS, &c.—continued.	Political.	Commercial.	TOTAL.
	£. s. d.	£. s. d.	£. s. d.
Brought forward - - - £.	6,098 - -	400 - -	6,498 - -
TO Mrs. Baldwin, Widow of the late Geo. Baldwin, Esq. formerly H. M. Consul General in Egypt, in consideration of her distressed situation - - - - - }	50 - -	- - -	50 - -
Capt. A. R. Mackenzie, Madras Establishment, in consideration of his lamentable state of health - - - - - }	45 - -	- - -	45 - -
Mrs. L. D. Gosley, Widow of Lieut. Gosley, of the Bombay Marine, the Pension granted by the Bombay Government, now made payable in England - - - - - }	41 5 -	- - -	41 5 -
Joseph Robins, late one of the Company's Watermen, in consideration of his age and long services - - - - - }	- - -	45 - -	45 - -
William Masterman - D° - - - D° - - - D° - - - }	- - -	35 - -	35 - -
Tho <sup>s</sup> Estall - - - - D° - - - D° - - - D° - - - }	- - -	35 - -	35 - -
David Hope - - - D° - - - D° - - - D° - - - }	- - -	30 - -	30 - -
Mr. T. McRitchie, Allowance of 2s. per day, granted by the St. Helena Government, now made payable in England - - - }	36 10 -	- - -	36 10 -
Major George Cuninghame, of the Bengal Retired List, in consideration of his distinguished and valuable services; in addition to his former Pension of £. 100 - - - - - }	30 - -	- - -	30 - -
Mr. Robert Gribble, late Sealer of Stores, in consideration of his age and long services - - - - - }	- - -	100 - -	100 - -
Sundry small Pensions, under £. 30 per annum each - - - - - }	135 7 6	32 - -	167 7 6
£.	6,430 2 6	677 - -	7,107 2 6

ALLOWANCES, COMPENSATIONS, REMUNERATIONS, and SUPERANNUATIONS, granted to the Officers and Servants of The *East India Company*, under the 93d sect. of the Act of the 53d Geo. 3. c. 155. between the 1st May 1825 and the 1st May 1826.

NAMES.	STATION.	Number of Years Service.	Age.	Amount of Salary and allowed Emoluments.	Proportion of Income which the Court are empowered to grant.	AMOUNT OF SUPERANNUATION ALLOWANCE.			
						Political.	Commercial.	TOTAL.	
						£. s. d.	£. s. d.	£. s. d.	
Mr. H <sup>y</sup> Dickinson	late Bengal Warehouse-keeper	50	66	1,850	the whole.	- - -	1,400 - -	1,400 - -	
- H <sup>y</sup> Dodwell	- Clerk Accountant's Office	29	44	760	$\frac{2}{3}$ <sup>ds</sup>	125 - -	375 - -	500 - -	
- Ja <sup>s</sup> Hine Ball	- - - Freight Office	26	42	720	$\frac{2}{3}$ <sup>ds</sup>	- - -	450 - -	450 - -	
- Will <sup>m</sup> Downer	- Deputy Assistant Elder	20	63	100	$\frac{1}{2}$	- - -	50 - -	50 - -	
						£.	125 - -	2,275 - -	2,400 - -

(Errors excepted.)

East India House,  
24 May 1826. }

THO<sup>s</sup> G. LLOYD,  
Acc<sup>t</sup> Gen<sup>l</sup>.

## EAST INDIA ACCOUNTS.

VIZ.

—(1.)—

### ANNUAL ACCOUNT,

Made up to the 1st day of May 1826; Containing, The Amount of the Proceeds of the Sale of Goods and Merchandise of The EAST INDIA COMPANY in Great Britain, and of their Commercial and other Receipts, Charges, and Payments, in Great Britain, under the several Heads thereof; together with an ESTIMATE of the same for the Current Year;—and, A Statement of their BOND DEBTS, and SIMPLE CONTRACT DEBTS, with the Rates of Interest they respectively carry, and the Amount of such Interest; and the State of CASH remaining in their Treasury, and other Effects appertaining to the Company, in Great Britain, and Afloat; distinguishing the RECEIPTS and PAYMENTS, DEBTS and ASSETS, in the Political and Territorial Branch, from the RECEIPTS and PAYMENTS, DEBTS and ASSETS, in the Commercial Branch.

—(2.)—

AN ACCOUNT of NEW or INCREASED SALARIES, ESTABLISHMENTS or PENSIONS payable, in Great Britain, granted or created between 1st May 1825 and 1st May 1826:—and ALLOWANCES, COMPENSATIONS, REMUNERATIONS, and SUPERANNUATIONS granted to the Officers and Servants of The EAST INDIA COMPANY, under the 93d Section of the Act 53 Geo. 3. c. 155. for the same Period.

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Ordered, by The House of Commons, to be Printed,

31 May 1826.

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EAST INDIA COMPANY.

ACCOUNTS.

RELATING TO

Writers, Cadets, Assistant Surgeons and Chaplains, and Officers of the  
Civil and Military Service, sent to India :—

AND

RETURN of Officers in the Civil and Military Service of the East India  
Company, who, while absent from Service, have died within the limits of  
their Charter.

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*Ordered, by The House of Commons, to be Printed, 14 April 1826.*

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— I. —

AN ACCOUNT of the Number of WRITERS sent out to India, in each of the Years  
from 1821 to 1825, both inclusive; distinguishing the Number for each Presidency.

Year.	BENGAL.	MADRAS.	BOMBAY.	P. W. Island.	BENCOOLEN.	Total.
1821	16	8	16	3	- - -	43
1822	12	5	21	1	1	40
1823	14	4	6	- - -	- - -	24
1824	20	9	6	- - -	- - -	35
1825	16	11	10	1	- - -	38

*J. C. Hudson,  
E. I. Comp. College.*

— 2. —

AN ACCOUNT of the Number of Writers sent out to China, in each Year  
from 1821 to 1825.

Year 1821	- - - - -	1 number.
1822	- - - - -	1 —
1823	- - - - -	0 none.
1824	- - - - -	0 none.
1825	- - - - -	4 number.

East India House, }  
8th April 1826. }

*J. Dart, Sec'.*

— 3. —

AN ACCOUNT of the Number of CADETS sent out to India by the East India Company, in each of the Years from 1821 to 1825 inclusive; distinguishing the Number to each Presidency, and the Number in each Year that have been sent from the Military Seminary at Addiscombe.

	BENGAL.	MADRAS.	BOMBAY.	SEMINARY.	Total.
1821	117	127	70	47	361
1822	61	40	28	29	158
1823	180	82	61	28	351
1824	146	60	45	34	285
1825	207	106	41	49	403

East India House, }  
the 4th April 1826.]

W<sup>m</sup> Abington.

— 4. —

AN ACCOUNT of the Number of ASSISTANT SURGEONS sent out to India, in each Year from 1814 to 1825, both inclusive; distinguishing the Number to each Presidency.

	BENGAL.	MADRAS.	BOMBAY.	Total.
1814 - -	13	9	4	26
1815 - -	20	3	6	29
1816 - -	14	11	3	28
1817 - -	15	24	18	57
1818 - -	12	9	7	28
1819 - -	38	22	24	84
1820 - -	39	26	19	84
1821 - -	16	40	none.	56
1822 - -	7	6	15	28
1823 - -	11	4	12	27
1824 - -	18	4	6	28
1825 - -	29	10	5	44

East India House, }  
the 4th April 1826.]

W<sup>m</sup> Abington.

— 5. —

AN ACCOUNT of the Number of CHAPLAINS sent out to India, in each Year  
from 1814 to 1825.

Year.	BENGAL.	MADRAS.	BOMBAY.	BENCOOLEN.	Total.
In - 1814 -	4 (including one of the Church of Scotland.)	2	2	none	8
1815 -	3	2 (including one of the Church of Scotland.)	2 (including one of the Church of Scotland.)	1	8
1816 -	2	8	3	none	13
1817 -	1	none	1	none	2
1818 -	none	none	1	none	1
1819 -	1	none	none	none	1
1820 -	2	none	1	none	3
1821 -	1	4	1	none	6
1822 -	7 (including two of the Church of Scotland.)	2 (including one of the Church of Scotland.)	1 (of the Church of Scotland.)	none	10
1823 -	1	2	4	none	7
1824 -	7	2 (including one of the Church of Scotland.)	1	1	11
1825 -	2	1	2	none	5

East India House, }  
8th April 1826. }

J. Dart, Sec.

— 6. —

A RETURN of the Names and Rank of the OFFICERS of the CIVIL and MILITARY Service of the East India Company, who, while absent from their respective Presidencies, have died at any other place within the limits of the East India Company's Charter, or at the Cape of Good Hope, since the 3d May 1821; stating the Office which each held, and the Amount of Pay and Allowances attached to such Office, with an Estimate of the Sums that would be payable to the Representatives of such deceased Officers, if such Pay and Allowances were calculated up to the Period of their respective Deaths.

NAME.	BENGAL, CIVIL.			PAY and Allowances attached to each Office per Annum.	ESTIMATED Amount payable to the Representatives.
	Rank.	Date of Death.	Office.		
Ewer, John - -	Senior Merchant -	14 February 1823	Superintendent of the Western Salt Chowkies.	Rupers. 46,167	Rupers. 91,186
Montagu, Edw. S. -	Factor - - -	29 October - 1823	Deputy Persian Secretary to Government.	12,000	11,185
Lawrence, E. C. -	Senior Merchant -	15 May - - 1824	4th Judge of the Provincial Courts of Appeal, and Circuit for the Division of Dacca.	35,000	2,431
Tippet, W. H. -	D <sup>o</sup> - - -	8 July - - 1824	Judge and Magistrate of the city of Patna.	28,000	831
Lamb, Peniston -	Factor - - -	20 July - - 1824	1st Assistant to the Secretary to the Government, in the Secret and Political Department.	6,000	3,000
French, George -	Senior Merchant -	25 November 1824	3d Judge of the Provincial Courts of Appeal, and Circuit for the Division of Moorshedabad.	35,000	11,427
Shakespeare, Jn <sup>o</sup> T.	D <sup>o</sup> - - -	12 April - 1825	Puisne Judge of the Courts of Sudder Dewannee and Nizamut Adawlut.	35,000	9,544
Plowden, R. C. -	D <sup>o</sup> - - -	15 July - - 1825	Salt Agent and Collector of Land Revenue at Hidgellee.	90,793	79,392
TOTAL Bengal, Civil - - -				R <sup>s</sup>	1,38,996

The preceding Return continued.

NAME.	BENGAL, MILITARY.			PAY and Allowances, attached to each Office per annum.	ESTIMATED Amount payable to the Representatives,
	Rank.	Date of Death.	Office.	Rupees.	Rupees.
Dawes, R. J.	Major	21 October 1821	Major of Infantry - Assistant to the } Military Board - }	9,072 3,600 <hr/> 12,672	9,653
Buchanan, Walter	Lieutenant	20 February 1822	Lieut. of Cavalry	4,362	1,482
Craig, Edward	Captain	22 — —	Captain of Infantry	4,980	1,787
Walcot, W. G.	Captain	30 May 1824	Captain of Artillery Commissary of } Ordnance - }	5,172 4,980 <hr/> 10,152	6,676
Browne, Edward	Captain	9 December 1824	Captain of Infantry	4,980	586
Buxton, B.	Lieutenant	28 February 1825	Lieut. of Engineers Assistant to the su- perintendent of } buildings in the } Lower Provinces }	3,072 7,200 <hr/> 10,272	4,313
Napier, Adam	Surgeon	16 April 1825	Surgeon, civil sta- tion at Purneah }	4,800	5,747
Dalzell, W <sup>m</sup>	Lieutenant	21 April 1825	Lieut. of Infantry	3,072	1,536
Casement, John J.	Captain	9 May 1825	Captain of Infantry Brigade Major at } Bareilly - }	4,980 4,248 <hr/> 9,228	3,542
TOTAL Bengal, Military				R <sup>r</sup>	35,322
TOTAL Bengal, Civil				R <sup>r</sup>	1,38,996
TOTAL BENGAL				R <sup>r</sup>	1,74,318

	MADRAS, CIVIL.			Rupees.	Rupees.
	Rank.	Date of Death.	Office.		
Thackeray, William	Senior Merchant	11 January 1823	Member of Council, and President of the Board of Revenue.	59,500	6,928
Cherry, Peter	D <sup>r</sup>	26 November 1823	Senior Judge of the Provincial Court, centre division.	42,000	22,534
TOTAL Madras, Civil				R <sup>r</sup>	29,462



*The preceding Return continued.*

NAME.	MADRAS, MILITARY.			PAY and Allowances attached to each Office per annum.	ESTIMATED Amount payable to the Representatives.
	Rank.	Date of Death.	Office.		
Davis, M.	Chaplain	28 November 1822	Junior Chaplain at the Presidency -	Rupers. 10,500	Rupers. 7,306
Crichton, T. A.	Captain	18 February 1823	Lieut. of Infantry - and Adjutant -	2,420 1,584 <u>4,004</u>	70
Lane, Charles	Lieutenant	24 April - 1823	Lieut. of Infantry -	2,420	26
Agnew, Andrew	D <sup>e</sup>	6 April - 1824	D <sup>e</sup> -	2,420	1,102
Freese, J. W.	Colonel	25 July - 1824	Colonel of Artillery	15,382	1,008
Biscoe, J. S. K.	Lieutenant	25 November 1824	Lieut. of Infantry - and Acting Assistant in the Adjutant Gen <sup>l</sup> 's Depart <sup>t</sup> -	2,420 2,460 <u>4,880</u>	120
TOTAL Madras, Military				R <sup>e</sup>	9,632
TOTAL Madras, Civil				R <sup>e</sup>	29,462
TOTAL MADRAS				R <sup>e</sup>	39,094

	BOMBAY, MILITARY.			Rupees.	Rupees.
	Rank.	Date of Death.	Office.		
Stewart, Tho <sup>s</sup> G.	Major	14 October 1821	Major of Infantry -	6,552	2,441
Mathison, Cha <sup>s</sup>	Lieutenant	23 March - 1822	Lieut. of Infantry -	2,376	208
Barclay, Robert	Lieut. Colonel	18 April - 1822	Lt. Col. of Cavalry	12,012	1,513
Hall, W <sup>m</sup>	Surgeon	15 August 1822	Military Surgeon -	3,960	2,929
Liddell, John	Lieutenant	14 October 1824	1st Lieut. of Artillery -	2,136	415
TOTAL BOMBAY				R <sup>e</sup>	7,506

East India House,  
the 13th April 1826. }

(Errors Excepted.)

James C. Melvill,  
Aud<sup>r</sup> of India Acco<sup>ts</sup>.

P A P E R S

RELATING TO

E A S T I N D I A A F F A I R S

VIZ.

R E G U L A T I O N S

P A S S E D B Y T H E G O V E R N M E N T S

O F

B e n g a l , F o r t S t . G e o r g e , a n d B o m b a y ,

I N T H E Y E A R S

1823 and 1824.

(Presented in pursuance of Act 53 Geo. III. c. 155, sec. 66.)

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*Ordered, by The House of Commons, to be Printed,  
13 March 1826.*

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PAPERS RELATING TO

I. — BENGAL	-	-	-	(1823)	-	-	-	pp. 5—16
II. — BENGAL	-	-	-	(1824)	-	-	-	pp. 16—74
III. — FORT ST. GEORGE	-	-	-	(1823)	-	-	-	pp. 75—77
IV. — FORT ST. GEORGE	-	-	-	(1824)	-	-	-	p. 77
V. — BOMBAY	-	-	-	(1823)	-	-	-	pp. 78—87
VI. — BOMBAY	-	-	-	(1824)	-	-	-	pp. 88—90

REGULATIONS passed by the Governments of BENGAL, FORT ST. GEORGE, and BOMBAY, in the Years 1823 and 1824; presented to the Honourable the House of Commons, in pursuance of an Act of Parliament of the 53 Geo. III. c. 155, sec. 66;—Viz.

I.—Regulations passed by the Governor General in Council of BENGAL, in the Year 1823;

N<sup>o</sup> I. to VII.

Regulation.

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N<sup>o</sup> I. to III.

## Regulation.

- I.—Prescribing the course of proceeding to be observed in regard to Suits instituted in the Courts of Adawlut against the Public Officers of Government:—  
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- II.—For authorizing a Special Appeal from the Decrees of Registers and Sudder Ameen, and for modifying the provisions of Section XIV. Regulation VIII. of 1816:—  
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- III.—For rescinding Section XI. Regulation IX. of 1822, and for declaring the powers of Subordinate and Assistant Collectors, in the execution of the provisions of Regulation IX. of 1822:—  
Passed on the 8th August 1823 - - - ibid.

IV.—Regulation passed by the Governor in Council of FORT ST. GEORGE, in the Year 1824;

## Regulation.

- I.—For extending to the Criminal Courts the Rules prescribed in Section VII. Regulation III. 1802, for procuring the Attendance and Evidence of Witnesses:—  
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## Regulation.

- I.—Defining the circumstances that constitute a Title to hold Land exempt, either wholly or partially, from the payment of Revenue; prescribing the rules of limitation in regard to actions of various descriptions, repealing certain Regulations now in force on those subjects, and enacting a special limitation, as to acknowledgments in writing, granted under former Governments by Cultivators:—  
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VI.—Regulations passed by the Governor in Council of BOMBAY, in the Year 1824;

N<sup>o</sup> I. to IV.

## Regulation.

- I.—For authorizing the Zillah Civil Courts under the Presidency of Bombay to execute judgments passed by any other Civil Authority:—  
Passed on the 31st March 1824 - - - p. 80
- II.—For removing doubts as to the Construction of Section XXVIII. Regulation I., A. D. 1823:—  
Passed on the 7th April 1824 - - - ibid.
- III.—Fixing the period from which Section XXIX. Regulation I., A. D. 1823, is to take effect; and further prescribing a peculiar mode for the calculation of the periods of limitation specified in Section XXIX. and XXX. of the above cited Regulation, in certain Causes in the Zillah of Broach:—  
Passed on the 7th April 1824 - - - p. 89
- IV.—For rescinding Section IX. Regulation VI., A. D. 1820, and Section VI. Regulation V., A. D. 1820, and appointing a Second Register to the Courts of Sudder Adawlut and Sudder Foujdary Adawlut:—  
Passed on the 19th May 1824 - - - ibid.

I.

REGULATIONS

Passed by the Governor General in Council of *Bengal*,  
in the Year 1823. N° I. to VII.

A. D. 1823. REGULATION I.

A REGULATION to amend certain parts of Regulation I. 1821 :—Passed by the Governor General in Council on the 20th February 1823; corresponding with the 10th Phaugun 1229 Bengal era; the 25th Phaugun 1230 Fussily; the 11th Phaugun 1230 Willaity; the 10th Phaugun 1879 Sumbut; and the 7th Jummud Usany 1238 Higeree.

**W**HEREAS the rule contained in the first Clause of Section III. Regulation I. 1821, has been construed as barring cognizance, by the Commissioners acting under the provisions of the said Regulation, of suits to recover possession of land illegally or wrongfully disposed of by public sale, excepting in cases wherein the sale shall have been effected by the undue influence of a public officer: and whereas such a restriction of the jurisdiction of the said Commissions appears to be, not only incompatible with the design of the said Regulation, but also inexpedient, inasmuch as it in many cases restrains the Commissioners from annulling sales of which the illegality has been fully established, and exposes the parties, who have suffered by such sales, to unnecessary expense and delay, that must attend the institution of a new suit in the ordinary Civil Court: and whereas it has appeared to the Governor General in Council to be advisable that the Commissions aforesaid should have cognizance of all suits and claims to recover possession of land lying within the local limits to which their authority may extend, which may have been lost through, or by consequence of, public sales made in liquidation of alleged arrears of Revenue within the period specified in Clause first, Section III. of the said Regulation; the following rules have been enacted, to be in force from the date of their promulgation.

II. *First*.—Such part of Clause first, Section III. Regulation I. 1821, as restricts, or can be construed to restrict, the cognizance of the Commissioners acting under the provisions of that Regulation, in the matter of suits to recover possession of lands lost through public sales, to cases wherein such sales have been effected by the undue influence of a public officer, is hereby rescinded.

*Second*.—In the several cases specified in Clauses second, fourth, fifth and sixth, Section III. Regulation I. 1821, as well as in all cases wherein it may appear that any plaintiff has been deprived of his rights by an illegal sale, made within the period specified in the first Clause of the said Section, it shall and may be lawful for the Commissioners, acting under the provisions of that Regulation, to take cognizance of any suit preferred to them, and to pass judgment on the same, although there may be no proof that undue influence was exercised by any public officer to the injury of the plaintiff.

*Third*.—Provided also, that in the cases specified in Clause third of the aforesaid Section, if there shall be proof, or strong presumption, that the purchase or acquisition of the property sued for was effected by violence, extortion, oppression or fraud, it shall not be necessary for the plaintiff to plead or establish that undue influence was exercised.

Commissioners empowered to re-hear suits which may have been dismissed by them under certain circumstances.

*Fourth.*—Provided further, that in all cases wherein the Mofussil Special Commission may have dismissed the claim of any person suing under the provisions of the said Regulation, on the ground that the case was not cognizable by the said Commission, from default of proof that undue influence had been exercised, it shall and may be lawful for the Commissioners aforesaid to rehear the suit, and to pass judgment thereon under the above provisions, in the same manner as if it had been preferred subsequently to the promulgation of this Regulation.

Sudder Special Commission to be guided by this Regulation.

*Fifth.*—In like manner the Sudder Special Commission shall be guided by the provisions of this Regulation in all cases which may now be pending in appeal before them, or in which an appeal may hereafter be preferred to them, and in cases wherein their decree or order may have been for the dismissal of any suit, on the ground that the exercise of undue influence was not established, it shall and may be lawful for the said Sudder Commission to review the case, and to pass judgment thereupon, in the same manner as if the case had been instituted subsequently to the promulgation of this Regulation.

## A. D. 1823. REGULATION II.

A REGULATION for the more effectual suppression of Affrays:—Passed by the Governor General in Council on the 20th March 1823; corresponding with the 8th Chyte 1229 Bengal era; the 23d Chyte 1230 Fussily; the 9th Chyte 1230 Willaity; the 8th Chyte 1880 Sumbut; and the 6th Rujeeb 1238 Higeree.

Preamble.

WHEREAS the offence of affrays regarding land, and arising from other causes, is still extremely prevalent, and whereas, with a view to obviate the ill consequences that might result from too great a degree of lenity in the sentences passed upon proof of this offence before the Courts of Circuit, it has been deemed advisable to fix a minimum of punishment in such cases for those Courts, the following rules have been passed, to be in force from the time of their promulgation throughout the territories immediately dependent on the Presidency of Fort William.

Persons duly convicted before the Courts of Circuit, of a charge of affray attended with homicide, not to be sentenced to a shorter period of imprisonment than five years.

II. From and after the promulgation of this Regulation, whenever any person or persons committed for trial to the Court of Circuit on a charge of affray attended with homicide, shall be convicted by the law officer, with the concurrence of the Judge of Circuit, of the offence above mentioned, it shall not be competent to the Judge of Circuit to sentence the person or persons so convicted to a less term of imprisonment than five years from the date of such sentence, with or without labour, and corporal punishment.

But in instances in which the above sentence may appear too severe, the cases to be referred to the Nizamut Adawlut.

III. Whenever, with regard to any person or persons so convicted, the Judge of Circuit shall be of opinion that the punishment above stated is more than adequate to the offence, he shall issue no sentence in the trial, but shall refer the case for the sentence of the Nizamut Adawlut, setting forth at large, in his letter of reference, the grounds on which he may apply for a mitigation.

The foregoing rules not to alter certain other existing provisions for the punishment of persons convicted of affrays.

IV. Nothing in this regulation shall be construed to alter the existing rules by which a Judge of Circuit is competent, in such cases, to pass a sentence of seven years imprisonment, with or without the addition of labour and stripes, or those by which, where he may consider even that punishment to be inadequate to the offence, he is authorized to refer the trial, for a still heavier punishment, to the Court of Nizamut Adawlut.

## A. D. 1823. REGULATION III.

A REGULATION for preventing the establishment of Printing-Presses without Licence; and for restraining, under certain circumstances, the circulation of printed Books and Papers:—Passed by the Governor General in Council on the 5th April 1823; corresponding with the 24th Chyte 1229, Bengal era; the 10th Chyte 1230 Fussily; the 25th Chyte 1230 Willaity; the 9th Chyte 1880 Sumbut; and the 22d Rujeeb 1238 Higeree.

WHEREAS it is deemed expedient to prohibit, within the territories immediately subordinate to the presidency of Fort William, the future establishment of printing-presses, and the use of any such presses, or of types or other materials for printing, except with the previous sanction and licence of Government, and under suitable provisions to guard against abuse; and whereas it may be judged proper to prohibit the circulation, within the territories aforesaid, of particular newspapers, printed books or papers of any description, whether the same may be printed in the town of Calcutta or elsewhere; the following rules have been enacted, to be in force from the date of their promulgation within the territories immediately subordinate to the Presidency of Fort William.

Preamble.

II. No person shall print any book or paper, or shall keep or use any printing-press or types, or other materials or articles for printing, without having obtained the previous sanction and licence of the Governor General in Council for that purpose; and any person who shall print any book or paper, or shall keep or use any printing-presses or types, or other materials or articles for printing, without having obtained such licence, shall be liable, on conviction before the Magistrate or Joint Magistrate of the jurisdiction in which such offence may be committed, to a pecuniary fine not exceeding one thousand rupees; commutable, if not paid, to imprisonment without labour for a period not exceeding six months.

The printing of books and papers, and the use of printing-presses prohibited, except with the licence of Government. Violation of this rule, how punishable.

III. The Magistrates and joint Magistrates are further authorized and directed to seize and attach all printing-presses and types, and other materials or articles for printing, which may be kept or used within their respective jurisdictions without the permission and licence of Government, and to retain the same (together with any printed books or papers found on the premises) under attachment, to be confiscated or otherwise disposed of, as the Governor General in Council (to whom an immediate report shall be made in all such cases) may direct; and if any Magistrate or joint Magistrate shall, on credible evidence, or circumstances of strong presumption, have reason to believe that such unlicensed printing-presses or types, or other materials or articles for printing, are kept or used in any house, building or other place, he is authorized to issue his warrant to the police officers to search for the same, in the mode prescribed in the rules for the entry and search of dwelling-houses, contained in Clauses fifth, sixth and seventh, Section XVI. Regulation XX. 1817.

Unlicensed printing-presses to be attached by the Magistrates, and to be disposed of as the Government may direct.

Under what circumstances Magistrates may issue warrants for the search of houses.

IV. Whenever any person or persons shall be desirous of keeping or using any printing-press or types, or other materials or articles for printing, he or they shall state the same by a written application to the Magistrate, or joint Magistrate of the jurisdiction, in which it may be proposed to establish such printing-press. The application shall specify the real and true name and profession, cast or religion, age and place of abode of every person or persons who are (or are intended to be) the printers and publishers, and the proprietors of such printing-press or types, or other materials or articles for printing, and the place where such printing-press is to be established; and the facts so stated in the application shall be verified on oath, or on solemn obligation, by the person therein named as the printers, publishers or proprietors, or by such of them as the Magistrate, or joint Magistrate may think it expedient to select for that purpose.

Persons desirous of keeping or using printing-presses, how to apply for a licence. Circumstances to be specified in the application.

And how to be verified.

V. The Magistrate or joint Magistrate shall then forward a copy of such application (with a translation, if it be not in the English language) to the Governor General in Council, who, after calling for any further information which may be deemed necessary, will grant, or withhold the licence, at his discretion.

Application to be forwarded to Government, who will grant or withhold the licence.

VI. If the licence shall be granted, the Magistrate or joint Magistrate will deliver the same to the parties concerned, and will apprise them, both verbally and

The conditions which may be annexed to such licence to be communicated, in



both verbally and in writing, to the parties concerned.

Power of recalling such licences reserved to Government.

Notice of recal how to be served.

Penalties attaching to persons who may use such printing-presses after notice of recal.

The first and last pages of books and papers printed at a licensed press to contain certain specifications.

A copy of every book and paper printed at a licensed press to be forwarded to the Magistrate, and by him to Government.

Notice how to be given, if the circulation of any newspaper or printed book shall be prohibited by Government.

The wilful circulation of such prohibited papers how punishable, if the offence be committed by persons subject to the authority of the Zillah and City Courts.

The offence how punishable, if committed by a person not subject to those Courts.

Judgments passed by Magistrates under this Regulation, to be reported to Government.

in writing, of the conditions which Government may, in each instance, think proper to attach to such licence.

VII. The Governor General in Council reserves to himself the full power of recalling and resuming any such licence, whenever he may see fit to do so. Such recal will be communicated by the Magistrate or joint Magistrate, by a written notice to be delivered at the house, office or place named in the application, as that at which the printing-press was to be established, or at any other house, office or place to which such printing-press may, with the previous knowledge and written sanction of the Magistrate or joint Magistrate have been intermediately removed.

VIII. Any person or persons, who, after such notice being duly served, shall use, or cause or allow to be used, such printing-presses or types, or other materials or articles for printing, shall be subject to the penalties prescribed in Section II. of this Regulation; and the printing-presses, types, and other materials or articles for printing, (together with all printed books and papers found on the premises,) shall be seized, attached, and disposed of in the manner prescribed in Section III. of this Regulation.

IX. All books and papers, which may be printed at a press duly licensed by Government, shall contain on the first and last pages, in legible characters in the same language and character as that in which such book or paper is printed, the name of the printer, and of the city, town or place at which the book or paper may be printed; and of every book and paper printed at such licensed press one copy shall be immediately forwarded to the local Magistrate or joint Magistrate, who will pay for such books or papers the same prices as are paid by other purchasers; all such books and papers, if printed in the English or other European language, shall be forwarded by the Magistrate or joint Magistrate to the office of the Chief Secretary to Government; and if printed in any Asiatic language, to the office of the Secretary to Government in the Persian department.

X. If the Governor General in Council shall at any time deem it expedient to prohibit the circulation, within the territories immediately subordinate to the Presidency of Fort William, of any particular newspaper, or other printed book or paper of any description, (whether the same may be printed in the town of Calcutta or elsewhere,) immediate notice of such prohibition will be given in the Government Gazette, in the English, Persian, and Bengalee languages. The officers of Government, both civil and military, will also be officially apprised of such prohibition, and will be directed to give due publicity to the same, within the range of their official influence and authority.

XI. Any persons subject to the authority of the Zillah and City Courts, who, after notice of such prohibition, shall knowingly and wilfully circulate or cause to be circulated, sell or cause to be sold, or deliver out and distribute, or in any manner cause to be distributed, at any place within the territories subordinate to the Presidency of Fort William, any newspaper, or any printed book or paper of any description, so prohibited, shall, on conviction before the Magistrate or joint Magistrate of the jurisdiction in which the offence may be committed, be subject, for the first offence, to a fine not exceeding one hundred rupees, commutable, if not paid, to imprisonment, without labour, for a period not exceeding two months; and for the second, and each and every subsequent offence, to a fine not exceeding two hundred rupees, commutable to imprisonment, without hard labour, for a period not exceeding four months.

XII. If the person, who may commit the offence described in the preceding Section, shall not be amenable to the authority of the local Magistrate or joint Magistrate, the Governor General in Council will adopt such measures for enforcing the prohibition notified in pursuance of Section X. as may appear just and necessary.

XIII. All judgments for fines, given by the Magistrate and joint Magistrate under this Regulation, shall be immediately reported, (with a copy and abstract translation of the proceedings held in each case,) for the information and orders of the Governor General in Council, who reserves to himself a discretion of remitting or reducing the fine in any instance in which he may judge it proper to do so.

## A. D. 1823. REGULATION. IV.

**A REGULATION** for declaring the intent of Section XIV. Regulation VII. 1794, and for prohibiting the Judges of Circuit holding the Gaol Deliveries, from trying any case in which the prisoner or prisoners may have been committed for trial by themselves, in the capacity of Superintendent of Police, Magistrate, Joint Magistrate or Assistant Magistrate; for modifying the third and fourth Clauses of Section II. Regulation XIV. 1811, and for rescinding Sections IV. and V. Regulation XXIV. 1814, and Sections II. and IV. Regulation XXV. 1814:—Passed by the Governor General in Council on the 29th May 1823, corresponding with the 17th Jeyte 1230 Bengal Era; the 5th Jeyte 1230 Fussily; the 18th Jeyte 1230 Willaity; the 4th Jeyte 1880 Sumbut, and the 17th Ramzan 1238 Higeree.

**WHEREAS** from the wording of Section XIV. Regulation VII. 1794, (extended to Benares by Section XXI. Regulation XVI. 1795,) of Section VIII. Regulation IV. 1797, and of Section XXIV. Regulation VII. 1803, doubts have been entertained whether, in the event of the absence of the Mahomedan law officers of the Court of Circuit, from indisposition or other cause, it is competent to a Judge of Circuit holding a gaol delivery to employ any other than the law officer of the station at which he may be holding the gaol delivery: And whereas, with a view to secure an impartial trial before the Courts of Circuit in all cases, it is expedient that every such officer should be prohibited from trying any case in which the prisoner or prisoners may have been committed for trial by himself in the capacity of Superintendent of Police, Magistrate, Joint Magistrate or Assistant Magistrate: And whereas it is judged expedient to modify the provision contained in Clauses third and fourth, Section II. Regulation XIV. 1811, regarding certain prisoners confined in the Allipore Gaol, and to rescind Sections IV. and V. Regulation XXIV. 1814, and Sections II. and IV. Regulation XXV. 1814, the following Rules have been enacted, to be in force from the time of their promulgation in the territories immediately subordinate to the Presidency of Fort William.

**II.** The intent of Section XIV. Regulation VII. 1794, (extended to Benares by Regulation XVI. 1795,) of Section VIII. Regulation IV. 1797, and of Section XXIV. Regulation VII. 1803, is hereby declared to have been agreeable to the rules enacted in the two following Sections.

**Preamble.**  
Section XIV. Regulation VII. 1794;  
Section VIII. Regulation IV. 1797; and  
Section XXIV. Regulation VII. 1803,  
explained.

**III.** Every trial which may have been held before a Court of Circuit in which any one of the established law officers of the several Zillah or City Courts may have been employed, (in the absence of the law officer of the Court of Circuit,) to be present at such trial, and to give a futwa therein, is hereby declared to be as valid and legal as if the law officer of the Court of Circuit had been present at such trial, and given such futwa; any thing in the existing Regulations notwithstanding.

**Rule declaratory.**

**IV.** Whenever the law officer of a Court of Circuit may be prevented, by indisposition or other cause, from attending that Court whilst sitting at any Zillah or City station, the Mahomedan law officer of the Zillah or City Court at which the gaol delivery is holding, or in the event of such law officer's inability to attend, the law officer of the neighbouring or other Zillah or City station, (being the nearest from which a law officer may be procurable,) shall be employed to be present at the trial, and to give his futwa therein, and every such futwa shall be as valid and of as full effect as the futwa of a law officer of the Court of Circuit.

**Rule prospective.**

**V.** The Judge of Circuit presiding at the gaol delivery shall record upon the proceedings of each trial the name of the law officer who may be present; and where he may be other than the law officer of the Court of Circuit, shall specify the Zillah or City Court to which the law officer so employed may be attached, and where the law officer called in may be other than the law officer of the Zillah or City station at which the Session is holding, shall state the cause of the non-attendance of the law officer of such Zillah or City station, as well as the cause of the absence of the established law officer of his own Court.

**The Judge of Circuit to record the law officer's name and station on the proceedings of each trial.**

**VI.** From the time of the promulgation of this Regulation, no Judge of Circuit, whether fully appointed or officiating, shall, on any account, preside at the trial of

**No Judge of Circuit to try his own commitments.**

any case in which the prisoner or prisoners may have been committed for trial by himself, in his capacity of Superintendent of Police, Magistrate, Joint Magistrate or Assistant Magistrate. In all such cases, the trial shall be postponed until it can be brought before another Judge of Circuit, or person appointed to officiate as such; and a report of the case shall be made to the Court of Nizamut Adawlut, who will determine whether any special provision shall be made for the immediate trial of the case, or whether it shall be left over to the next session of gaol delivery.

The third and fourth Clauses of Section II, Regulation XIV. 1811, modified.

VII. In modification of the provisions contained in the third and fourth Clauses of Section II. Regulation XIV. 1811, the Superintendent of the gaol at Allipore is hereby vested with authority to employ, in the repair of the public roads, or in other public works beyond the area of the gaol, any of the convicts who are now, or may hereafter be sentenced to imprisonment for life in the gaol at Allipore, and who may be subject to hard labour. The Superintendent will be careful to exercise this authority with due regard to the character and circumstances of the convicts, and will adopt suitable precautions to guard against their escape.

Sections IV and V. Regulation XXIV. 1814, and Sections II. and IV. Regulation XXV. 1814, rescinded.

VIII. The provisions of Sections IV, and V. Regulation XXIV, 1814, and of Sections II. and IV. Regulation XXV, 1814, are hereby rescinded.

### A. D. 1823. REGULATION V.

A REGULATION for giving currency throughout the Provinces, dependent on the Presidency of Fort William, to Rowannahs issued by the Officers in charge of the Dehlee Territory, for reducing the Transit Duty chargeable on Piece Goods, the manufacture of the British Territories, from 7½ to 2½ per Cent, and for making certain other alterations in the Rules applicable to the Collection of Customs,—Passed by the Governor General in Council on the 19th June 1823, corresponding with the 6th Assaur 1230 Bengal era; the 26th Jeyte 1230 Fussily; the 7th Assaur 1230 Willaity; the 11th Jeyte 1880 Sumbut, and the 8th Sowaul 1238 Higeree.

Preamble.

WHEREAS it has been determined to assimilate the rules, under which the collection of Customs within the Dehly territory is to be conducted, to the provisions contained in Regulation IX. 1810, and other subsequent Regulations; and particularly to extend to the commerce of the said territory the benefit of the rule, whereby merchandize, having once been subjected to the prescribed duty, may be freely transported from place to place throughout the provinces to which the said Regulation is applicable: And whereas, it has also appeared to be expedient and proper to reduce the transit duty with which Piece Goods, the manufacture of the Company's territories, are chargeable, under the provisions of the Regulation above mentioned: the following Rules have been enacted, to be in force throughout the territories immediately dependent on the Presidency of Fort William.

Section XVII. Regulation IX. 1810, rescinded.

II. *First*.—Section XVII. Regulation IX. 1810, is hereby rescinded.

Certain rules of that Regulation declared applicable to Goods on which certain Transit Duties may have been paid in the Dehly territories, and to the Rowannahs for those Goods.

*Second*.—The rules contained in Clause third, Section XII. and Clause first, Section XXIII. of the aforesaid Regulation, shall be applicable to goods, on which the transit duties, prescribed by that and subsequent Regulations, shall have been paid within the Dehly territories; and to the rowannahs issued by the revenue officers in charge of the several divisions of that territory, on the payment of the said duties.

Certain rules of Regulation IX. 1810, and other Regulations, modified.

III. *First*.—The provisions contained in Regulation IX. 1810, and subsequent Regulations, relative to the duty to be charged on piece goods, are hereby declared subject to the following modifications.

Transit duty leviable on certain Piece Goods reduced from 7½ per cent to 2½.

*Second*.—On piece goods (cotton, silk and mixed), the manufacture of the Company's territories, a transit duty shall be levied, at the rate of 2½ per cent, instead of the duty of 7½ per cent, prescribed by the aforesaid Regulation.

The same duty leviable on certain Piece Goods imported by Sea.

*Third*.—Piece goods, the manufacture of the Company's territories, shall, on importation by sea, be similarly charged with a duty of 2½ per cent.

*Fourth*,

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*Fourth.*—Piece goods, which shall have paid the transit duty of 2½ per cent, shall, on exportation by sea from Calcutta, or any other port or place belonging to this Presidency, be further charged with the duties specified in the Schedule annexed to this Regulation, with the exceptions therein provided.

Duty on Piece Goods exported by Sea.

*Fifth.*—Piece goods, for which rowannahs, or proof of import by sea, may not be produced by the exporters, shall, on exportation by sea, be charged with a duty of 2½ per cent in addition to the duty to which, if covered by a rowannah, they would be subject under the foregoing Clause.

Further duty on Exportation, in failure to produce Rowannahs.

*Sixth.*—No drawback shall be paid on piece goods which shall have been charged with a transit or import duty of 2½ per cent.

Drawback not to be paid, in what cases.

*Seventh.*—Persons applying for rowannahs are already required to specify in their applications the value of the goods to be passed: It is hereby further enacted, that if in any case a Collector of Customs shall have reason to believe that any piece goods, for which a rowannah may have been issued, are considerably undervalued, it shall be competent to him to take the goods, on paying to the owner, or person in charge of the same, a sum equal to the value specified in the application, with an addition of 10 per cent on the amount, and interest, at the rate of 8 per cent per annum, from the date of the rowannah.

Authority vested in Collectors of Customs in cases of undervaluation of Piece Goods.

SCHEDULE of Duties payable on Exportation by Sea of Cotton and Silk Piece Goods, and Goods made partly of Silk, imported from the Interior of the Country. Schedule.

	On British Portmah.	On Foreign Portmah.
Cotton Piece Goods, the Manufacture of the British Territories -	Free.	2½
Ditto, the Manufacture of Oude or other Foreign States:		
If exported to Europe - - - - -	Free.	7½
If exported to other quarters - - - - -	2½	7½
Silk and Mixed Piece Goods:		
If exported to Europe - - - - -	Free.	7½
If exported to other quarters - - - - -	2½	7½

A. D. 1823. REGULATION VI.

A REGULATION for authorizing the institution of Summary Suits to enforce the execution of certain Written Engagements for the cultivation and delivery of Indigo Plant, and for declaring certain Principles in regard to the same:— Passed by the Governor General in Council on the 10th of July 1823, corresponding with the 27th Assar 1230 Bengal era; the 17th Assar 1230 Fussily; the 28th Assar 1230 Willaity; the 2d Assar 1880 Sumbut; and the 29th Sowaul 1238 Higeree.

THE poverty of the lower orders in India, and particularly of those employed in agriculture, occasions the general use of borrowed capital for the production of the chief articles of trade and consumption. The capitalist advances his money, and sometimes the seed likewise, upon a contract to receive the produce of a defined quantity of land, either at a certain fixed price, or at rates to be subsequently determined with reference to the market price at a specified season; and this system is understood, generally, to prevail in the province of Bengal, in the cultivation of the plant from which the indigo dye is extracted. According to the existing Regulations, if the contracting ryott should fail to cultivate the land in the manner specified, or having so cultivated the land, should sell the produce to another,

Preamble.

another, or otherwise defraud his creditor, and fail to execute his contract by delivery of the stipulated article, the person with whom he has so contracted has no other remedy than a regular action for the recovery of the penalty conditioned in the agreement. It is usual for the courts of justice, in decreeing such causes, to award such limited penalty as may, in each instance, appear to be a fair compensation to the person making the advances, for the non-employment of his capital. In the absence, however, of any rule for the regulation of the discretion thus assumed, much confusion has arisen from the conflicting opinions and judgments of the several judicial officers, as to the extent of penalty recoverable on agreements of this nature. Under the rules for imposing a stamp duty, it is provided, that all deeds and agreements shall be written on paper bearing a certain stamp, proportioned "to the value of the property transferred, or otherwise affected." But in agreements of the kind above described, it is not clear whether the amount of the stamp ought to be fixed with reference to the sum actually advanced, or to the penalty or penalties which may be specified as eventually exigible on the failure of the contractor; and it is of great importance to the parties, that this point should be determined so as to prevent the risk of *bond fide* deeds being rendered void, in consequence of any inaccuracy in the description of stamp paper employed in drawing up the agreement. It seems reasonable also, that the person who advances seed and capital, or capital only, for the expenses of cultivation on a defined parcel of land, should be considered to possess a lien and interest in the indigo plant produced on that land, when so stipulated in a written engagement between the parties, and especially in cases in which such written engagement may have been duly registered, under the provisions of Regulation XX. 1812, and that it should not be in the power of a ryott, who has already conditioned for the delivery of the produce of his land to one person, to break the condition, by a clandestine and fraudulent transfer of such produce to another. The system at present in force provides, as above observed, no other remedy for parties injured by this dishonest practice, than by a regular action in the Civil Court. The difficulty and delay of obtaining redress by that course, have not unfrequently led to acts of violence, and even to serious affrays, and the more frequent occurrence of such affrays is to be apprehended in consequence of the eager competition which now prevails amongst the indigo manufacturers in some parts of Bengal, arising from the unusually high price of indigo. The Governor General in Council has in consequence judged it expedient to declare the principles on which the points above stated shall be settled, and to provide for the more prompt adjustment of disputes, and enforcement of contracts of the nature above specified; and the following Rules have accordingly been passed, to take effect in the several districts comprised within the province of Bengal, from the date of their promulgation.

Under what circumstances persons making advances for the cultivation of the Indigo Plant, on defined portions of land, shall be held to have a lien or interest in the produce of such land.

II. If any person shall have given advances to a ryott, or other cultivator of the soil, under a written engagement, stipulating for the cultivation of indigo plant on a portion of land of certain defined limits, and for the delivery of the produce to himself, or at a specified factory or place, such person shall be considered to have a lien or interest in the indigo plant produced on such land, and shall be entitled to avail himself of the process hereinafter provided for, the protection of his interests, and for the due execution of the conditions of the contract.

Such person how to proceed, when he has just reason to believe that the ryott will dispose of the produce otherwise than stipulated.

III. *First.*—If any person who may have made advances on conditions of the nature above described, shall have just reason to believe that an individual under engagement with him is evading or is about to evade the execution of his contract, by making away with and disposing of the produce otherwise than as stipulated, or that he has engaged secretly or openly to supply the same to another, it shall be competent to such person to present a petition of complaint to the Zillah or City Judge, or to a Register exercising the powers of Joint Magistrate within whose local jurisdiction the land stipulated to be cultivated with the indigo plant may be situated, filing with the same the original deed of engagement by which the produce may be assigned and engaged to be delivered to himself or at his factory, and certifying in his petition that such deed was voluntarily and *bond fide* executed by the individual complained against.

Summons to be issued for the attendance of the defendant.

*Second.*—On such petition and original deed of engagement being filed, a summons, or tulub chithee, shall be immediately issued through the Nazir in the usual form, requiring the individual named in the petition to attend and answer to the complaint, either in person or by an authorized agent, within such specified period

as may in each instance appear reasonable, and which period shall in no case exceed twenty days.

*Third.*—The officer entrusted with the execution of the process shall also be instructed to affix a copy of the summons in the village cutcherry, or other place of public resort, and to erect a bamboo on the specific parcel of ground on account of which the claim may have been preferred, and which it shall be the duty of the plaintiff or his agent to point out. By these means sufficient public notice of the claim will be given, to enable persons desirous of contesting the plaintiff's right, or of establishing a prior right to the produce of the land, to appear either in person or by an authorized agent before the Court for that purpose, and the failure so to attend before the summary decision be passed, will be held to bar the claim of any third party founded on any contract for the produce of the land in question, unless it be established by a regular suit.

Summons how to be served,

and public notice of the claim, how to be given.

*Fourth.*—If the officer serving the process shall not be able to execute it on the person of the defendant, he shall nevertheless publish the claim in the manner above directed, and if the defendant shall not appear to answer to the complaint within the period specified in the summons, and no other claim be preferred in bar of that of the plaintiff, the Judge or other officer shall, after taking evidence to establish the deed and other allegations of the plaintiff, proceed to the adjudication of the claim, in the same manner as if the defendant had personally appeared.

On non-appearance of defendant or other claimants, evidence to be taken, and the case decided ex parte.

*Fifth.*—If the defendant or his authorized agent should attend within the period specified, and should deny the execution of the deed of engagement filed by the complainant, proof of the same shall be taken; and if its voluntary execution be established to the satisfaction of the Court, or other tribunal trying the case, and no preferable claim be established by a third party, a summary award shall be made, adjudging to the plaintiff the right of receiving the crop according to the terms of the agreement. The same principle shall be applied if the engagement be admitted, and no satisfactory reason be shown why the defendant should not be held to the performance of his contract.

In what cases an award shall be passed, adjudging the plaintiff's right to the produce.

*Sixth.*—If it be proved that the engagement was not duly and voluntarily executed by the defendant, or if it should appear that the proceeding is otherwise litigious and oppressive, and the claim unfounded, or that the plaintiff had no sufficient cause to warrant his application to the Court, the complaint shall be dismissed, and the plaintiff shall be made liable to the payment of costs, and such reasonable sum in addition, as may seem to the Judge or other officer trying the case, a proper compensation to the defendant for any trouble and annoyance to which he may have been subjected.

If the plaintiff's claim be not established, the plaintiff to pay costs and compensation to the defendant.

*Seventh.*—If it should appear in the course of the inquiry, that the defendant is under engagement for the same land to a third party, notice shall immediately be issued for that party to appear and plead, either in person or by vakeel, and if such person or any third party shall, previously to the decision of the case, come forward and produce a similar deed of engagement, stipulating for the produce of the same portion of land, the Judge or other officer trying the case shall, after such summary investigation as may be necessary, determine whether either of the parties have any just claim to the produce of the land, and if so, which of them may have the prior and better claim; a preference will of course be given to engagements duly registered under the provisions of Regulation XX. 1812. The result of such investigation shall be recorded, and a decree passed, adjudging the question of right between the parties.

Notice to be given to third parties, in what cases, & their claims how to be investigated.

*Eighth.*—No defendant, who may attend under the process described in this Section, shall be confined in gaol, or be in any manner detained longer than may suffice to take his answer to the claim, and to obtain from him such further explanations as the nature of the answer may suggest.

Defendant not to be subjected to unnecessary detention.

*Ninth.*—If, pending the summary inquiry in the manner above directed, it shall appear, that the plant on the ground is in a state fit to be cut, and will be injured or destroyed if not cut, it shall in such case be competent to the Judge, or other officer trying the case, to pass an order for the delivery of the plant to either of the parties, provided that the said party consents and engages to pay to the other claimant (if the summary award should be ultimately in favour of the latter) a specific pecuniary compensation; the amount of such compensation shall be fixed by the Judge, or other person trying the case, in communication with the parties, and shall be regulated with reference to the estimated produce of the ground, and to the probable value of such produce when manufactured, and the amount, when so fixed, shall be carefully recorded on the proceedings.

In what cases an order may be issued to deliver the plant to a party, before the summary inquiry may be completed.

Engagement to be entered into by such party.

Authority to watch fields and to prevent removal of the plant, given to parties in certain circumstances.

IV. *First.*—Any person in whose favour a summary award shall have been passed for the produce of any defined spot of land, shall be entitled to place a watch over the same, and to prevent the cutting and removal of the plant in any manner contrary to the stipulations of his agreement, and in the event of any attempt being made to cut or remove the plant, it shall be competent to the person holding the decree to apply to the nearest Police Darogah, and to claim from him the assistance of the police in preventing such removal; it shall moreover be the duty of the police officers, and of all other officers, on such a decree being exhibited, to aid the person in whose favour it may have been passed to the utmost of their power.

Security for rent due to landholders, how provided.

*Second.*—In order that the foregoing rule may not operate to the prejudice of the landholders, who, by the existing Regulations, are authorized to attach the crops for the realization of rents justly due to them, it is hereby provided, that whenever any manufacturer who may have obtained an award under the foregoing rules, may cause the plant to be cut and taken away, he shall be held responsible, conjointly with the ryott, for any arrear of rent which may have been due on account of the specific parcel of ground from which the indigo plant may have been taken.

Parties injured by breach of contract in regard to the cultivation and delivery of Indigo plant, may institute either a summary or regular suit.

V. *First.*—In cases in which a ryott who may have received advances and entered into written agreements for the cultivation and delivery of indigo plant, in the manner indicated in this Regulation, shall have failed to cultivate the ground specified, or having cultivated it, shall have failed or refused to complete his engagement, or shall have sold, made away with, or transferred the produce to another person, the party with whom such agreement was first made shall be at liberty to institute, at his option, either a summary or a regular suit.

Judgment, to what extent in summary suits.

*Second.*—If the summary process be adopted, and the cause be decided in favour of the plaintiff, the defendant shall be subjected to the payment of the amount of the advances actually received by him, with interest on the same, and the costs of the summary process.

Ditto in regular suits.

*Third.*—If the plaintiff should prefer to seek his remedy by a regular suit, the case will be tried and decided, under the principles of the general Regulations; provided however, that where a ryott shall have voluntarily executed a deed of engagement, stipulating to cultivate indigo plant on a specified portion of land, and to deliver the produce of such land to one individual, and shall have subsequently sold and delivered such produce to another, the aggrieved party shall be at liberty to prosecute the ryott, and the individual to whom such produce was sold or delivered conjointly; and if it be established, that the individual receiving the produce was at the time aware of the prior engagement, such individual and the ryott shall be jointly and severally held answerable for the full amount of the penalty specified in the original agreement, together with all costs and expenses of the suit.

Amount of penalty to be awarded in regular suits, where the breach of contract may not be ascribable to fraud or dishonesty.

*Fourth.*—If no fraud or dishonest dealing be established, and the failure of a ryott or other contractor to execute the stipulations of his engagement by the delivery of indigo plant in the manner stipulated, be owing to accident, or to any cause not implying fraud or dishonesty, the penalty to be adjudged against a contractor shall not exceed three times the sum advanced as the consideration for executing the deed, including interest.

Summary investigations, how and by whom to be conducted.

VI. Summary investigations, under this Regulation, shall be conducted according to the form and in the manner prescribed for the conduct of summary suits for arrears of rent: they shall either be tried by the Judge, or be referred to the Collector of the district, or to the Register. In cases referred to the Collector, that officer (as well as the Register,) shall pass a decision on them, instead of sending them back to the Judge with a report, and there shall be no appeal from any summary decision passed by those officers respectively, if regularly made, and in a matter duly cognizable under this Regulation: it shall nevertheless be competent to any person, whose claim under a deed of engagement for the cultivation and delivery of indigo plant may have been set aside by a summary award, or who may be otherwise dissatisfied with the decision passed on a summary investigation under the foregoing provisions, to institute a regular suit for the recovery of the penalty stipulated in the deed of engagement, or for the establishment of any other claim or interest to which he may deem himself entitled.

Explanation of the value of stamp paper employed in engagements for the cultivation and delivery of Indigo plant.

VII. No objection shall be taken against any deed of contract for the cultivation and delivery of indigo plant on account of its not bearing the proper stamp, provided that the same be executed on paper bearing a stamp of such an amount as would be required under the rules of Section XL. Regulation I. 1814, for a bond

of

of the amount actually advanced or acknowledged to be advanced as the consideration for entering into the agreement.

VIII. No objection shall be taken to the validity of any deed of engagement for the cultivation and delivery of indigo plant, on the ground of its having been entered into by more than one individual, or of its including more than one transaction; provided that the obligation of each individual be distinctly specified, and the amount of the stamp be such as would have been required for a bond of an amount equal to that of the aggregate of all the sums acknowledged to have been advanced.

Such deeds not invalid in consequence of their including several individuals, and several separate transactions.

A. D. 1823. REGULATION VII.

A REGULATION for prohibiting Loans by Covenanted Civil Servants from persons subject to their official authority and influence:—Passed by the Governor General in Council on the 30th October 1823, corresponding with the 15th Cautick 1230 Bengal era; the 11th Cautick 1231 Fusly; the 16th Cautick-1231 Willaity; the 11th Cautick 1880 Sumbut, and the 24th Suffer 1239 Higeree.

WHEREAS by the existing Regulations all Covenanted Civil Servants of the Company, employed in the Judicial and Revenue Departments of the Service, are prohibited from lending money, directly or indirectly, to any proprietor, or farmer of land, dependant talookdar, under-farmer or ryott, or their sureties: And whereas it is equally necessary to prohibit the public officers from borrowing money from persons subject to their official authority and influence, the following Rules have been enacted by the Governor General in Council, and are to be in force from the date of their promulgation throughout the provinces immediately subject to this Presidency.

Preamble.

II. *First*.—All covenanted civil servants, in whatever department of the public service they may be employed, are henceforward prohibited, under pain of dismissal from office, from borrowing money from, or in any way incurring debt to, any native officer under their authority, or under the authority of any of their subordinate functionaries, or from or to the known surety, agent, relation, connection, or dependant of any such native officer, or from or to any person of whom such native officer may be known to be or to have been the servant, agent, surety, or dependant.

Civil Servants in every Department prohibited from borrowing money from the native officers under their authority, and the connections of such officers.

*Second*.—In like manner and under the like penalty, all officers of Government, being covenanted civil servants, are henceforward prohibited from borrowing money from, or in any way incurring debt to any manager, guardian, executor, ameen, sezawul, gomashah, farmer, motuwallee, or other person, who may in any way be officially accountable to them, or from and to the known surety, agent, relation, connection, or dependant of such person.

And from other persons officially accountable to them.

*Third*.—Section IV. Regulation XXI. 1814, is hereby rescinded; and the provisions of Sections II. and III. of that Regulation shall henceforward be held applicable to commercial residents and commercial agents, as well as to all other officers of Government being covenanted civil servants.

Provisions of Regulation XXI, 1814, extended to Civil Officers in the Commercial Department, as well as to all other Civil Servants.

Officers being Covenanted

III. All Judges of Zillah and City Courts, all Magistrates, Joint Magistrates, Registers and Assistants to Magistrates, all Collectors, and Deputy Collectors of the Land Revenue, all Assistants to such Collectors or other Officers, exercising the powers of such Collector, are prohibited, under pain of dismissal from office, from borrowing money from, or in any way incurring debt to any zemindar, talookdar, ryott, or other person possessing real property, or residing in, or having a commercial establishment within the city, district or division, to which their authority may extend.

Certain Officers prohibited from incurring debt to zemendars and others residing in, or having property within their districts.

IV. All persons are prohibited from lending money, or otherwise becoming in any way creditor to any officer of Government, being a covenanted civil servant, in contravention of the above Rules: and any person lending money, or in any way becoming creditor to any such public officer in breach of this prohibition, shall forfeit to Government a sum equal to the amount for which he shall have so illegally become creditor.

Prohibition against lending money to Civil Servants, contrary to the above Rules. Penalty for a breach of this prohibition.



Officers in debt contrary to the above Rules, to report the fact at the expiration of one year.

Penalty for omitting so to report.

Officers receiving new Appointments, if indebted to individuals, contrary to the above Rules, to report.

Penalty for omitting to report.

Penalty on natives knowingly taking office in contravention of the above Rules.

Penalties to be enforced by prosecution at the suit of Government.

V. If any officer of Government now in debt shall at the expiration of one year from the promulgation of this Regulation, be still indebted to any person from whom it would at such period be illegal for him to borrow under the above Rules, it shall be incumbent on such officer to make known the circumstance to the Governor General in Council; and in the event of intimation not being so given, the same penalty shall attach to the said officer, as if the debt had been incurred subsequently to the promulgation of this Regulation.

VI. In like manner, if any covenanted servant, who may be hereafter appointed to any office, shall at the time of such appointment be indebted to any person with whom it would be illegal for him to contract a loan, while holding such office, it shall be incumbent on such servant, before entering on the duties of the office, to make known the circumstance to the Governor General in Council: and failing to do so, he shall be subject to the same penalty as if the debt had been contracted subsequently to his being appointed to the said office.

VII. Any native causing himself to be appointed to any office, in opposition to the provisions of Regulation XXI. 1814, as hereinbefore extended, or in any way knowingly accepting office in contravention thereof, shall forfeit to Government a sum equal to ten times the yearly salary or allowances attached to the situation to which he may be appointed.

VIII. Suits for the recovery of penalties incurred under this Regulation, shall and may be instituted under the special instructions of the Governor General in Council, and shall be conducted by the Superintendent and Remembrancer of Legal Affairs, or by such other officer as Government may nominate for that purpose; such suits shall be instituted in the Provincial Court of the division within which the transaction may have taken place, or the lender may reside, or may possess real or personal property. An appeal shall lie from judgments passed in such cases, in like manner as from other judgments passed in original suits, by the Provincial Courts, and the judgments shall be enforced under the provisions of the Regulations for the execution of other decrees of the Civil Courts.

## II.

### REGULATIONS

Passed by the Governor General in Council of Bengal, in the Year 1824. N° I. to XVI.

#### A. D. 1824. REGULATION I.

A REGULATION for enabling the Officers of Government to obtain, at a fair valuation, Land or other Immoveable Property, required for Roads, Canals, or other public purposes, and for declaring in what manner the Claims of the Zemindars, and of the Officers in the Salt Department, are to be adjusted in certain districts, where Lands are required for the purposes of Salt Manufacture:—Passed by the Governor General in Council on the 8th January 1824; corresponding with the 25th Poose 1230 Bengal era; the 22d Poose 1231 Fusly; the 26th Poose 1231 Willaity; the 7th Poose 1880 Sumbut; and the 5th Jumadee-ul-awul 1239 Higeree.

Preamble.

WHEREAS the rights and interests of individuals in their respective landed estates and other property have been secured to them by the existing Laws and Regulations, and by the Courts of Justice established for their administration: And whereas it being necessary occasionally to require the surrender of the property of individuals for purposes of general convenience to the community, it appears expedient distinctly to define the course of proceeding to be followed in such cases, in order that works and arrangements of public utility may not be unduly

unduly impeded, and that at the same time a just and full compensation may be secured to all persons holding an interest in property so appropriated: And whereas the peculiar circumstances of the lands required for the purposes of the Salt Manufacture in the districts comprised in the Salt Agencies of the 24 Pergunnahs, Jessore, and Bulloah and Chittagong, and the arrangements concluded with the zemindars at the time when the exclusive manufacture was first established, render it necessary specially to declare the principles on which the claims of the officers in the Salt Department, and of the zemindars in the said districts, are to be adjusted, on the occupation of land for the purposes of the Salt Department, the following Rules have been enacted to be in force as soon as promulgated throughout the whole of the provinces immediately subject to the Presidency of Fort-William.

II. Whenever it may appear necessary or expedient to appropriate the whole or part of any individual's landed estate, or other immoveable property, or any thing thereunto belonging for the construction of a public road, building, canal, drain, gaol, or for any other public purpose, then, if there be any hindrance to the purchase of the said property by private bargain, the officer entrusted with the execution of such public work, or any other officer whom the Governor General in Council may direct, shall proceed to the spot and erect a flag thereon, causing, in cases in which it may be proposed to take land, the boundaries of the land, so required to be distinctly marked out; but taking care, at the same time, to do as little injury as possible to the property: he shall then stick up, in some convenient and conspicuous place in the vicinity, a notice of the land or other property proposed to be taken, and the purpose for which it is required, and shall make proclamation by beat of drum, as well on the spot as in the nearest bazar, gunge, or village, calling upon any person or persons claiming a right or interest in the land or other property, to appear in person, or by an authorized agent, at a place to be specified in the notice and proclamation, on or before a given date, not being less than fifteen days, in order to make known the precise nature of the interest claimed, and the terms on which he or they may be willing to dispose of their respective rights and interests; or if they object to the disposal thereof, to specify the same, through the proper authorities, for the information of Government, when the substance of all material information given in after such a notification shall be submitted by those authorities to the Governor General in Council, together with a report of their sentiments on the case, and of the estimated value of the premises intended to be applied to a public purpose, and of the several interests attaching thereunto.

When ground wanted, officers of Government to call on proprietor to state terms, and any objection to transfer.

III. *First.*—If the person or persons having, or claiming to have, a right and interest in the land or other property required for a public purpose, or in any part of it, shall object to the disposal of the same, or shall demand an exorbitant consideration for the relinquishment of his or their interest, and the Governor General in Council, after duly considering the objections urged and the demands made, shall notwithstanding deem it proper, on grounds of clear and urgent public expediency, that the property should be so appropriated, he will in either of the cases above mentioned order the election of arbitrators to ascertain and determine the just and full value of the whole of the property intended to be applied to public use, including the rights of all persons holding a lawful interest therein according to the rules hereinafter contained.

If parties refuse to dispose of property, Government may direct recourse to be had to arbitration.

*Second.*—Provided also, that when any extensive public work shall have been commenced on under the orders of Government, it shall be competent to the Governor General in Council, by an order in Council, to delegate to any Board, Committee, or the like, the duty and power of determining on all objections to the disposal of individual properties which it may be considered necessary to appropriate for the purpose; and the Board or Committee so empowered shall be competent to issue the requisite orders for the appointment of arbitrators, for the purposes and in the manner hereinafter provided, without previous reference to Government.

In certain cases, Government may delegate the power of directing a recourse to arbitration.

IV. *First.*—Whenever it may be requisite to have recourse to arbitration, for the purpose stated in the preceding Section, the following Rules shall be observed in the appointment of the arbitrators, and in the conduct of their inquiries.

Arbitrators, how to be appointed, and how to conduct their inquiries.

*Second.*—Two persons of respectability shall be chosen to act as arbitrators on the part of Government, by the Judge or Magistrate, or Collector of the district

Two Arbitrators on the part of Government to be selected by what Officer.

Parties to be required to elect two Arbitrators, to act on their behalf.

Arbitrators how to be selected out of the Nominees of the parties, if more than two.

Course to be followed, if only two persons be nominated.

If only one person be nominated.

Declaration to be made by Arbitrators.

Umpire how to be chosen.

Functions of the Umpire.

Residing Officer, to exercise what powers to secure attendance of the Arbitrators, and completion of the award.

In what cases may refer the matter to Umpire.

Arbitrators to act under the Judge, Collector, or Magistrate of the district.

Who shall cause Witnesses to attend the Arbitrators.

in which the land or other property required for public use may be situated, or such other officer as the Governor General in Council may commission for the purpose of superintending the arbitration, and the party or parties claiming an interest in the premises proposed to be taken, shall be called upon by the Judge, Magistrate, Collector, or other officer aforesaid, to elect, within a reasonable time, to be fixed by such officer, two persons to act as arbitrators on his, or their part. If there be several claimants, and they cannot agree, within the required period, in the election of persons to act as arbitrators on their behalf, then and in that case each of them shall nominate one person, whom he may desire to act on his behalf, and the Judge, Magistrate, Collector, or other officer aforesaid, shall choose by lot out of the persons so nominated by the parties or any of them, two persons to act as arbitrators on behalf of the claimants. If only two persons shall be so nominated, they shall be the arbitrators on behalf of the claimants, whether the whole of the claimants may, or may not have been concerned in their nomination. If only one person shall be so nominated, then only one of the persons selected to act as arbitrators on the part of Government, shall be employed on the duty: if the claimants shall refuse or neglect to make any nomination within the required period, then the Judge, Magistrate, Collector, or other officer, shall and may select two impartial persons, residents of the purgunnah or other local division, to arbitrate the matter between Government and the parties.

*Third.*—The arbitrators chosen as above shall be required by the Judge, Magistrate, Collector, or other officer aforesaid, solemnly to promise that they will faithfully and impartially discharge the trust reposed in them, to which effect they shall sign a solemn declaration. But no corporal oath shall be administered to them.

*Fourth.*—As soon as the said obligation shall be signed, and before they proceed to any other duty, the arbitrators shall be required by the Judge, Magistrate, Collector, or other officer aforesaid, to appoint an umpire for the decision of any points whereon they may differ in opinion, and the voices on each side may be equal. If the arbitrators cannot agree in the selection of an umpire, the Judge, Magistrate, or other officer commissioned as aforesaid, shall be authorized to choose some respectable and impartial person to act as such.

*Fifth.*—In cases wherein the arbitrators may differ in opinion, if the voices on each side shall be equal, the decision of the umpire on the point of difference shall be conclusive. In all other cases, the opinion of the majority of arbitrators shall determine the award.

*Sixth.*—The Judge, Magistrate, Collector, or other officer commissioned as aforesaid, shall be competent to exercise towards the arbitrators and umpire, chosen as above, such powers and authority, for the purpose of securing their attendance and the due completion of their award, as the Courts of Judicature may or shall legally exercise towards persons summoned as witnesses before them for the purpose of compelling them to attend and give evidence. It shall further be competent to the Judge, Collector, or other officer commissioned as aforesaid, in the event of any unnecessary delay on the part of arbitrators in determining any point referred to them, to call upon them to make their award within a specified time, and in default thereof, to refer the matter to the umpire for his decision.

*Seventh.*—The arbitrators shall hold their inquiry under the general superintendance of the Judge, Magistrate, Collector, or other officer commissioned as aforesaid.

*Eighth.*—The Judge, Magistrate, Collector, or other officer so commissioned, shall afford to the arbitrators all necessary aid and support, for enabling them to accomplish the object of their appointment. He shall, on the application of the arbitrators, summon, and is hereby authorized to summon, any witnesses whom the arbitrators may call for, and whom the parties may not be able to produce before them without such process. He shall also cause the proper forms of oath to be administered to, or a solemn declaration in lieu thereof to be executed by, any witnesses whom the arbitrators may desire to examine upon oath, or solemn declaration; or he may empower the arbitrators to administer such oath, or to cause the execution of such solemn declaration in lieu thereof, if the witness cannot with convenience attend at the sudder station of the zillah. Any person giving intentionally and deliberately a false deposition on oath, or under a solemn declaration taken

taken instead of an oath, in any case referred to arbitration as above, and upon a point material to the issue thereof, shall be held and considered to be guilty of perjury, and shall be liable to the penalties prescribed for that offence in the Regulations; and any person causing or procuring another person to commit the offence of perjury, as above described, is declared guilty of subornation of perjury, and punishable under the provisions of the said Regulations.

V. When arbitrators may be appointed, it shall be the duty of the officer employed in the manner specified in Section II. of this Regulation, to lay before them a statement of all claims made to him under the rule of that Section, also to notify which of them remain unadjusted, and to furnish, upon requisition of the arbitrators, all information in his power, as to the extent and boundaries of the land proposed to be taken, the claims attaching to it, the state of possession and the like. Furthermore, in the event of any dispute arising on any point connected with the extent, boundary, present possession, manner of culture, or of other appropriation of the land, or any portion of it for the time being, it shall be competent to the said arbitrators to cause the land, or other property in question, or any part of it, to be measured in their presence, or otherwise in such manner as they may deem most desirable.

Information to be furnished to Arbitrators by the Officer superintending the execution of the work.

In what cases Arbitrators may measure.

VI. *First.*—If the land required by Government be lakhiraj, or for such portion of the land as may be of that description, it shall be the duty of the arbitrators to determine in the first instance what consideration is in their opinion a fair value for the whole property proposed to be assumed or destroyed in the execution of the public work in hand, or which will otherwise be lost to the owners, or affected by reason of the appropriation by Government.

Compensation for lakhiraj, land how to be determined.

*Second.*—If a dispute arise between the owner or owners of the lakhiraj tenure on one hand, and the cultivators or renters under him on the other, as to the proportion of such entire value which each should receive in exchange for the interest claimed or possessed by him, the arbitrators shall not enter into this part of the case, unless both or all the parties interested shall desire the adjustment of the points in dispute to be made by them at the time. So likewise, if there be more claimants than one to the lakhiraj interest, and it shall be necessary to determine the mode in which the value of that interest is to be apportioned amongst the claimants, such apportionment shall not be made unless all the claimants sign a written agreement to abide by the arbitrator's adjustment of the same. Any award made by arbitrators after agreement being signed by the parties at issue, shall have effect, and be considered as an award of Court to all intents and purposes; but if no award be made in consequence of the parties not having agreed to abide by such a determination, it shall be open to any one of them to carry the point or points at issue before the Courts in the usual manner; and if the Government take the lands, tenements or other property, on the terms fixed by the arbitrators, it shall be competent to the Court trying the case, upon due application being made, to order the whole or any part of the value paid by Government to be held in deposit to answer an eventual decree; provided however, that nothing herein contained shall be considered to warrant any alteration being made by any order or decree of Court, in the rate of the consideration fixed by the arbitrators to be paid by the Government, or the issue of any orders affecting the possession that may have been assumed by its officers, or acts that may have been done by them in consequence of such arbitration.

Arbitrators how to proceed in cases of dispute between parties holding different interests in the land.

*Third.*—If the land proposed to be assumed for the purposes aforementioned be lakhirajee land, or for so much of it as may be of that description, it shall be the duty of the arbitrators to determine first the amount of the net rent, which the Sudder Malgoozar may derive from the land, as far as they can ascertain the same; secondly, the value of any other property or interest which the said Malgoozar may possess in, upon, or belonging to the land; and thirdly, the value of any property or interest which may be possessed by persons other than the Sudder Malgoozar. They shall, at the same time, state the value of the net rent derived by the Sudder Malgoozar, and it shall be competent to the Governor General in Council to determine what proportion of the compensation due to that person for the loss of the said rent shall be made good, in the shape of an annual remission of revenue, and what shall be commuted for a payment in ready money, to be calculated at the rate assumed in the valuation of the arbitrators. In estimating the net rent, no deduction

Adjustment how to be made for land subject to the payment of Revenue.

tion is to be made from the gross rental of the Sudder Malgoozar, on account of the government revenue with which his estate may be assessed. And it shall be the duty of arbitrators in fixing the value of the net rent derived by the Sudder Malgoozar from the land taken for public purposes, conjointly with the value of other interests possessed therein, so to regulate the two, that the whole shall constitute what would have been a fair value for the property, supposing it to have been lakhiraj, and held free of all burthen or encumbrance; and the arbitrators shall in every case of this description certify at the foot of their report, that the above direction has been observed.

Rights of parties, claiming an interest in land taken by Government, how to be adjusted.

*Fourth.*—Whenever any revenue deduction may be ordered, it will of course be passed in the revenue accounts to the credit of the muhal on account of which it may be awarded by the arbitrators, in whosoever possession the same may be. Should the proprietor of any other muhal claim to participate therein, it shall be open to him to prosecute his claim by suit in Court against the proprietor of the muhal on account of which it may be paid; provided, however, that in case any litigation between the proprietors of different muhals claiming to participate in the deduction awarded by arbitrators be submitted to their award, in the manner above provided for the case of lakhiraj lands, the same when made shall be binding, and have effect to all intents and purposes as a decree of Court. So likewise, if there should arise a difference or dispute as to the manner and proportions in which the money compensation to be given by Government upon the occupation for public purposes of khirajee land, shall be divided between the ryotts and under-tenants, or between them and the Government malgoozar, or between any other classes of persons claiming to participate; the course shall, in all such cases, be the same as is prescribed in the preceding clause of this Section for the case of lakhiraj lands, which may have been taken possession of for public purposes by Government, and of disputes arising in the apportionment of the consideration adjudged to be paid in consequence.

Arbitrators how to proceed when the possession is doubtful.

*Fifth.*—If the question of possession shall in any case be doubtful, or if there exist other grounds which, in the judgment of the arbitrators, render it improper to make immediate payment of the compensation awarded by them, or any part thereof, to any of the claimants, it shall be the duty of the arbitrators to certify the circumstance to the Judge, Magistrate, Collector, or other officer, under whose directions they may act, and in such case the amount which they may propose to reserve shall be invested in government securities, and held in deposit until one of the claimants shall obtain an order of Court for the payment of the same. But no dispute touching the property or possession of land, or other property required for public purposes, nor any flaw in the title of the party by or from whom it may be transferred to Government on the award of arbitrators, shall be allowed to defeat or disturb the title acquired by Government; and if any person or persons shall sue in any Court of Judicature to recover from Government damages or compensation for the loss of any such land or other property, such person or persons shall be nonsuited with costs: Provided also, that in cases wherein the possessor and ostensible proprietor of any land or other property required for any public purpose shall have consented to transfer the same to Government, on terms mutually agreed to, it shall be competent to the Governor General in Council, or any board or committee authorized by him in that behalf, to cause proclamation to be made in the manner prescribed in the second Section of this Regulation, requiring all persons claiming any right, title or interest in such land or other property, to prefer their claims on or before a certain date; and after such proclamation shall have been made, and the land or other property shall have been transferred to Government, any claim or suit to recover the same, or to obtain from Government compensation for the loss thereof, which may be preferred in any court of judicature, shall be dismissed with costs, unless the claim shall have been preferred as required by the said proclamation. But nothing herein contained shall affect the liability of the party, who may receive the value of any land or other property transferred to Government, without having a good title to the same.

Possession by Government of property transferred to it under this Regulation, not to be disturbed, or defeated by reason of any matter, touching the right or title of the former occupant.

Award, how to be given by Arbitrators.

VII. *First.*—On the close of the inquiry the arbitrator or umpire shall deliver to the officer commissioned as aforesaid to superintend the arbitration, a full and specific report and award upon the point or points submitted to their arbitration, under their respective signatures, with a solemn declaration subscribed thereto, that the award so given is, to the best of their judgment, true and impartial; and, according

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according to the evidence adduced before them, they shall, at the same time, deposit with the said officer the whole of their proceedings.

*Second.*—The aforesaid officer shall transmit to the Governor General in Council the report and award so delivered to him, with a report, stating the material points thereof, and his sentiments, how far the inquiry made by the arbitrators appears to have been conducted with fairness and impartiality, or otherwise; and the said officer shall be guided by the instructions of the Governor General in Council in regard to the execution of the award, when the same shall have been approved by Government.

Officer receiving award, how to proceed.

*Third.*—No award made under this regulation shall be liable to be reversed or altered, unless the same shall be open to impeachment on the ground of corruption or gross partiality, or shall extend beyond the authority given to the arbitrators; and such ground of impeachment shall be established on a regular suit in the Adawlut.

Grounds on which alone award shall be impeached.

*Fourth.*—If, after the award has been given in by the arbitrators, and the Governor General in Council shall have directed the premises to be appropriated for public purposes, the officer directed to occupy the same shall be opposed or impeded in taking possession, he shall apply to the Magistrate of the district, to whom it shall and may be lawful to enforce the surrender of the said premises.

Surrender of property required for public purposes to be enforced by Magistrate.

*Fifth.*—In cases referred to arbitration, under the provisions of the preceding Sections, any necessary expense which may attend the inquiry of the arbitrators, whether for the diet of witnesses or otherwise, shall be paid by Government.

Expenses to be paid by Government in cases referred to arbitration under the above Rules.

VIII. The Rules contained in the preceding Sections of this Regulation, shall not be held to be applicable to the removal from the bed or banks of navigable rivers or streams, of trees, broken boats, timbers, or the like, which may obstruct, or be likely to obstruct the navigation of such rivers and streams. Such obstructions may be summarily removed by the Magistrates of the several Cities and Zillahs, or by such other officer or officers as the Governor General in Council may by an order in council vest with the superintendence of any such river or stream, under the laws and usages applicable to the removal of nuisances, and such special provisions as may hereafter be enacted.

The above Rules not applicable to the removal of obstructions to the navigation of rivers.

IX. *First.*—Since the revenue derived by Government from salt, within the provinces of Bengal, Orissa and Cuttack, is realized in the form of a monopoly of the manufacture, under a system established in the years 1780 and 1781, and since, in the prosecution of this system, Government have been in the occupation of certain lands adapted to the manufacture, and have all along exercised the privileges of assuming what has appeared to be fitted for the purpose, the same being at the time of such occupation wholly, or for the most part, unfit for cultivation, or for yielding profit by any other means; the above provisions shall not be considered to apply to the case of these lands, except in so far as they may be specially declared to extend to them in this or any future Regulation.

The above Rules not to be applicable to lands required for the use of the Salt Department, unless so expressly provided.

*Second.*—An investigation having been instituted, under the orders of the Governor General in Council, with a view, first, to determine the character of the remissions of the land revenue allowed annually, from the time of the establishment of the present system of manufacture, to certain zemindars in the districts comprized in the salt agencies of the 24 purgunnahs, Jessore, Bhulooah, and Chittagong; and secondly, to settle the claims of the zemindars and the officers of the Salt Department at the agencies in question, respectively on each other. The following Declarations and Rules calculated for all results of such investigation, are hereby made and enacted, and the Courts of Civil Judicature, the officers of the Salt and Land Revenue Departments, and all other public authorities are to be by them guided in their determination of any question that may arise as to the right of the officers of the Salt Department to occupy salt lands, or other lands required for the purposes of the salt manufacture, and the rate of compensation to be paid for the same.

Rules for the adjustment of relative rights of the Zemindars, and the Officers of the Salt Department, founded on the result of a special inquiry.

*Third.*—The principle upon which remissions were originally made, from the juma of zemindars, on account of khalaree rents, or the like, upon the assumption of the salt muhal, is hereby declared to have been to relieve those to whom they were granted from an assessment upon assets, which were transferred to Govern-

Khalaree remissions granted on the first establishment of the monopoly, on what principle allowed.

ment on the establishment, of the system of exclusive manufacture, with the rights and interests attached to the possession of the muhal.

To be continued in perpetuity.

*Fourth.*—All zemindars or others, whose claims to remissions were allowed in the first instance, that is, on account of rents collected by them previously to the year 1188 B. S. shall be considered to fall within the class of land renters, who received an abatement of what they then ceased to collect, upon the principle above laid down; consequently, it is hereby declared, that the sums remitted to them will be allowed in perpetuity.

No further remissions or abatements on account of salt or fuel land to be allowed without authority of Government.

*Fifth.*—The collectors of land revenue, and the Board, are prohibited henceforward from receiving any applications to obtain credit in the land revenue collections for any amount, claimed as due for khalaree rent, and from allowing of any abatement or remission whatever from the land revenue juma, except the specified remissions allowed on account of rents collected previously to 1188, or such other as may be hereafter ordered by the Governor General in Council.

Claims by Zemindars to khalaree rents, how to be prosecuted.

*Sixth.*—Any land revenue engager who may prefer a claim to receive rent for khalaries now worked, or for what may be so henceforward, or for any that have been worked, and for which the rent of past years may be claimed to be due, shall be desired to make application to the salt agent, to have the same adjusted on the principles declared hereafter.

Collection of khalaree rents from Molungees, unless where authorized by Government to be discontinued.

*Seventh.*—The remissions allowed on account of rents collected previously to 1188, will still be retained on the revenue books, and will be carried to the debit of the Salt Department; but the levy of khalaree rents, bara cursa, or the like, from the Molungees, will be entirely discontinued, and the impost abolished from the commencement of the next salt year, save and except in cases wherein it may be otherwise specially ordered by the Governor General in Council; and henceforward any gomastah or other person attempting to enforce the impost, or demanding it in any shape without special authority from Government, shall, on proof to the fact before the agent, be immediately dismissed.

Also tax on fuel.

*Eighth.*—The levy of Goorkatee by the officers of Government from the Molungees, or of any other similar tax on the privilege of cutting jungle for fuel to be used in the manufacture of salt, shall in like manner, and with the like exceptions, be henceforward discontinued; whether the same be levied as an impost due to Government or otherwise.

Contracts for the manufacture of salt, what to specify.

*Ninth.*—All future contracts for the delivery of salt in return for advances received, shall, as far as practicable, specify distinctly the proportion of the aggregate price paid by Government, which may be allowed to cover the expense of fuel, and shall otherwise be rendered as specific as possible, with a distinct declaration of the amount to be paid to the Molungees, without impost or deduction on any account whatever, unless when otherwise specially authorized by Government.

Agents to ascertain and record in whom the property of salt lands is vested.

*Tenth.*—It shall be the duty of the agents to ascertain and record at the time of making the advances next season, or as soon after as may be practicable, in whom the property of the khalaries and salt lands within their respective divisions is vested.

What lands to be considered as held by the Officers of the Salt Department free of rent, under a perpetual tenure, and to be eventually liable to assessment by the Revenue authorities.

*Eleventh.*—Salt lands worked by the Salt Department, from the time of the assumption of the monopoly to the present day, or otherwise assumed and held before and since the perpetual settlement (although originally belonging to an estate for which a permanent settlement has been formed), shall be considered to be held by the officers of the Salt Department, free of rent, under a perpetual title of occupancy, and shall be considered to be and to have been liable to assessment by the revenue authorities, when relinquished by the officers of the Salt Department, in the same manner as if they had been farmed by an individual from Government, and had become open to re-settlement on the expiration of his lease.

What lands to be considered as the property of Government.

*Twelfth.*—Salt lands, upon which salt works have been established, whether before or after the perpetual settlement, shall, provided they have been worked for twelve years without claim on the part of any one to receive a rent or compensation for the use of the same, be deemed to be the absolute property of Government.

What lands to be considered as belonging to individual proprietors.

*Thirteenth.*—Salt lands, upon which salt works were established after the perpetual settlement, and for the use of which a rent or consideration may be now paid

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paid to individuals, shall, until otherwise determined by a decree of Court, be deemed to be the property of the said individuals, who, for so long as the lands may be occupied by the Salt Department, shall receive the same rent as they received for the use of the same in the past year. The rent is to be paid in money, and to be charged in the salt agent's accounts, amongst other expenses of the manufacture, without any demand being made on the contractors or Molungees on account thereof, unless otherwise specially authorized. This payment is to continue as long as the Salt Department shall retain possession of the lands, and to cease when those lands shall lose their saline quality, and be given up by the salt agents. Provided, however, that nothing in this Clause shall be construed to preclude the revenue officers from proceeding under the Rules of Regulation II. 1819, to assess the lands so occupied by the Salt Department, if the same be chargeable with revenue on account of the rent paid by that department, or the collections otherwise made by the party claiming to be proprietor.

Rents, how to be paid.

X. *First.*—Salt lands may be occupied as heretofore by the officers of the Salt Department, an adequate compensation being made to the proprietors, if the lands be private property. The salt agent, on taking possession of any such land, shall notify the circumstance, by causing a flag to be exhibited on the spot, and by publishing an ishtahar, defining as accurately as possible the situation and limits of the land occupied by him, such ishtahar to be stuck up in the Collector's cutcherry, and the agent's own office; and persons claiming to be proprietors of such land, who may neglect or delay to prefer such claims, shall not be held entitled to any arrears of rent beyond the year in which their claim may be afterwards preferred.

Salt lands, how to be occupied by Officers of Salt Department.

*Second.*—Upon any zemindar preferring a claim to property in lands occupied for the salt manufacture, and for which no rent or consideration shall have hitherto been paid to any individual, the salt agent and collector, or both, where the two offices may be held separately, shall either proceed in person, or depute a substitute or substitutes, being, if possible, European public officers, to determine by inquiries on the spot, how far, with reference to the principle laid down in Section III. Regulation II. 1819, the chur or other salt land is part of the zemindar's assessed estate. The Collector will, at the same time, call upon the zemindar to produce any evidence or documents on which he may rely in proof of his claim, and shall regularly enter the same on the proceedings, together with a statement of the fact, established by local inquiry (whether conducted by the Collector himself, or by an officer specially commissioned,) and shall finally record his own opinion on the case in a Persian or Bengally roobukaree. If the Collector shall be satisfied that the land in question is part of the zemindar's estate, he shall adjust, subject to the instructions of the Board of Revenue, the consideration to be paid by the Salt Department for the use of the chur or other salt land, carefully specifying the extent and limits of the same. If the zemindar shall not agree to the terms proposed by the Collector, the amount of rent or compensation to be paid shall be settled under the Rules above enacted for settling generally the course to be followed in effecting a constrained transfer of private property for public purposes, reference being had to any injury the zemindar may sustain by having the manufacture conducted on his estate, as well as to any profit he might otherwise derive from the land. If the agent shall consider the amount awarded to the zemindar to be too great, he shall nevertheless pay it for the first year, and may then remove. If the agent shall agree to the award, the same rate will be paid annually during the occupancy, without reference to what may be the subsequent extent of the manufacture, or to the quantity of land comprised in the chur.

Claims to lands so occupied, how to be prosecuted and adjusted.

*Third.*—If on a claim being preferred as above by a zemindar, the Collector shall be of opinion that the chur or salt land belongs to Government, he shall nevertheless proceed to adjust with the agent the amount of rent to be paid by the Salt Department for the use of it, and will in this case transmit his proceedings to the Board, for their decision on the zemindar's claim; provided also, that in cases in which the Collector may decide in favour of the zemindars, it shall still be competent to the Board to call for his proceedings, and to pass judgment on the claim, whenever, from the representation of the salt agent or otherwise, they may see reason to think the decision of the Collector erroneous. The decision of the revenue authorities, when in favour of Government, will be of course liable to be contested by suit in court. If the property in any land, occupied as aforesaid, shall

What course to be followed if land claimed by zemindar shall appear to Collector to belong to Government.



be decreed to the claimant, he will become entitled to the rent with which the revenue authorities may have charged the Salt Department; and if he be dissatisfied with the rent so fixed, the amount to be received by him shall be settled by arbitration, in the manner hereinbefore provided for the adjustment of the compensation to be paid for the land taken for public purposes: but in such case the possession of the salt agent shall not be disturbed, so long as he shall discharge the rent awarded to the proprietor.

Pending claims how to be adjusted.

*Fourth.*—The same mode of adjustment shall be observed in regard to all claims now pending for compensation for the use of salt lands, but no remission of revenue shall be granted on this or the like account.

Rent of land occupied by Salt Department, when to cease.

XI. The rent of land occupied by the Salt Department shall be payable, unless otherwise specially settled, by the Bengal year; and whenever a salt agent shall see fit to remove from any salt lands occupied by him, he shall cause the flag to be withdrawn within one month after the expiration of the manufacturing year, and shall further give notice of his intention to do so by an ishtahar, published in the mode directed to be followed on the first occupation of salt lands, such notice to be given before the commencement of the ensuing Bengal year; and if any agent shall neglect to give due notice as aforesaid, and shall not be otherwise able clearly to show that the owner of the land occupied by him was fully apprized of his intention to quit previously to the expiration of the last year of his occupancy, then the owner shall be entitled to recover damages to the extent of one year's rent of the land, but shall not have any further claim on the agent, or Government, on account of arrears of rent, unless such arrears shall be due on account of years included in the term of a specific engagement.

Cultivation of salt churs without permission of Board of Customs, Salt and Opium prohibited.

XII. No cultivation shall be allowed within the limits of any chur or other lands transferred to the Salt Department, unless with the permission of the Board of Customs, Salt and Opium, so long as the manufacture shall be continued on the same; and it shall and may be lawful for the salt agent, and his subordinate officers, to attach, confiscate and dispose of, as may be directed by the Board, any crops grown on such land in contravention of this rule, and to require the police to aid him in doing so; and any person illicitly cultivating, clearing or ploughing such land, or doing any act preparatory to its cultivation and clearance, or causing another to do so, shall, on conviction before a Magistrate, be subject for every such offence to a fine not exceeding five hundred rupees, besides being liable in a civil action for any damage which the Salt Department may sustain; provided, however, that if any chur or other salt land, occupied as above, shall become through natural causes useless for the purposes of the Salt Department, the proprietor thereof shall be entitled to recover possession of the same, on establishing the fact to the satisfaction of the Board of Customs, Salt and Opium, or by a regular suit in court, and on relinquishing the compensation paid to him by the salt agent for the use of the land.

Churs and Salt lands not belonging to individuals, how to be held by the Officers of the Salt Department.

XIII. Churs and salt lands, now occupied by the Salt Department, and for which no compensation may be now paid, or be hereafter adjusted to be due, as well as all such churs and salt lands as may be declared to be the property of Government, shall be held by the salt agents under regular puttahs from the Collector, containing as accurate a specification as possible of the extent and limits of the land; all such lands shall, upon their losing their saline quality, and becoming unfit for the salt manufacture, be made over to the Collector, and if cultivation be found in such churs or lands before or after the officers of the Salt Department may have relinquished them, it shall at any time be competent to the Collector to cause a settlement to be made on the part of Government with the actual cultivators, without reference to the pretensions of any one else to take the rents from these. In like manner the revenue authorities may sell the Government interest in such lands, or let them in farm, with such assessment as it may appear proper to impose.

Rules for settling the relative rights of Zemindars and Government, in respect to fuel lands.

XIV. *First.*—The following Rules are enacted for the purpose of defining and settling the relative rights of Government and of the zemindars in regard to the waste lands whence fuel is procured for the salt manufacture, with reference to the principles on which the monopoly was established at the period above mentioned, and the practice since followed.

Where no specific engagements exist, the Salt Department

*Second.*—In cases wherein no engagements may have been entered into for specific lands with ascertained limits, the Salt Department shall be considered to have the

the right of free fuel from all jungle or waste land lying within estates, the owners of which are allowed a remission of revenue, or receive rent from, or on account of the Salt Department, to the full extent of the manufacture now established, so long as the said remission and rent shall continue to be allowed and paid. Fuel required for new or additional khalaries is to be procured by agreement with the owner, or cut from land the property of Government.

shall be held to be entitled to free fuel, to the extent of the existing manufacture from waste land within estates of which the owners receive remissions.

*Third.*—Nothing contained in the above Clause shall be construed to affect the rights of Government in land specifically reserved for the supply of fuel, nor shall the above provision be construed to authorize the officers of the Salt Department to prevent the cultivation of waste or jungle land, unless the same shall have been reserved under specific engagements. If it be required to reserve any fuel lands beyond those already reserved for the use of the Salt Department, an arrangement must be made for the purpose with the proprietors of the land, or measures taken for effecting the transfer of them to Government as hereinafter specified.

The above provision not to affect rights specifically reserved, nor to entitle the Officers of Salt Department to prevent cultivation.

*Fourth.*—If any zemindar shall refuse to allow the salt officers to take on reasonable terms the fuel required by them from the jungle lying within his estate, such fuel not being demandable, under the second Clause of this Section, the necessary fuel shall be taken, and a just computation settled under the Rules prescribed in the third and four following Sections of this Regulation. The same course of proceeding shall be followed in cases in which the interest of the Salt Department shall render it necessary to reserve any parcel of fuel land, and the owner thereof shall refuse to surrender it on equitable terms.

In what cases recourse shall be had to the proceeding specified in Section IV.

XV. In cases wherein any rent or remission may have been paid or allowed to any zemindar or other proprietor of land, in addition to the remission granted on account of khalarie rents, collected previously to the Bengal year 1188, the receipt of the remission last mentioned shall be held only to bind the zemindar or other proprietor of land receiving the same, to allow the right of free fuel to the extent of the manufacture established in the year aforesaid; and on the other hand, the Government shall not be bound, to continue any rent, or remission now paid or allowed in addition to the remission granted as aforesaid, if the manufacture shall be reduced to the standard of the said year, but on the discontinuance of the khalaries established since that period, or on the reduction of the extent of manufacture to the standard of the said year, Government shall be entitled to discontinue any rent or remission paid or allowed on account of such khalarie, and further shall be competent to cause a new adjustment to be made of the rent or remission to be hereafter paid on account of khalaries established since the year above mentioned.

Declaration as to the extent of privilege secured to the Salt Department by remissions granted on account of collections made previously to the Bengal year 1188, in cases wherein further rents or remissions may have been granted.

## A. D. 1824. REGULATION II.

For the collection of the said duty.

A REGULATION for abolishing the Furruckabad Mint, and for modifying some of the Rules in force relative to the Furruckabad Rupee:—Passed by the Right Honourable the Governor General in Council, on the 5th February 1824, corresponding with the 24th Maug 1230 Bengal era; the 20th Maug 1231 Fusly; the 25th Maug 1231 Willaity; the 5th Maug 1880 Sumbut; and the 4th Jumadee-us-Sanee 1239 Higerée.

WHEREAS provision has been made by Regulation XXVI. 1817, for the coinage of the Furruckabad Rupee, at any of the Mints established by Government; and it appears to be no longer necessary to continue the Mint at Furruckabad for the coinage of the said Rupee: And whereas it is expedient to modify the existing Rules relative to the currency of Furruckabad Rupees, in conformity with the principle already applicable to the Calcutta Sicca Rupee, under the provisions of Section I. Regulation XIV. 1818, the following Rules have been enacted to be in force from the date of their promulgation.

Preamble.

II. The Mint established at Furruckabad, under Regulation XLV. 1803, shall be abolished; and all Rules which require or can be construed to require, that any money or bullion shall be sent to or received for coinage at the said mint, are

The Mint at Furruckabad abolished.

Proviso in regard to coin or bullion brought to the Mint at Furruckabad for coinage, previously to the promulgation of this Regulation.

Furruckabad Rupees, and Half and Quarter Rupees, to be still receivable in all public and private transactions, if not below a certain weight.

hereby rescinded; provided, however, that all persons who, previously to the promulgation of this Regulation, may have brought coin or bullion to the said mint for coinage, shall be entitled to receive the produce thereof under the Rules of Regulation II. 1812, or an equivalent sum.

III. In modification of the Rules contained in Sections XXXIII. and XXXV. Regulation XLV. 1803, it is hereby enacted, that all Furruckabad rupees, and half and quarter rupees, shall be receivable in all public and private transactions, if, when separately weighed, the deficiency in point of weight be not more than two pies, or grains troy 1. 875. per rupee.

#### A. D. 1824. REGULATION III.

A REGULATION to empower Government to extend the Jurisdiction of Registers in certain cases:—Passed by the Governor General in Council on the 12th February 1824, corresponding with the 1st Phaugun 1230 Bengal era; the 27th Maug 1231 Fusly; the 2d Phaugun 1231 Willaity; the 12th Maug 1880 Sumbut; and the 11th Jumadee-us-Sanee 1239 Higeree.

Preamble.

BY the provisions of Regulation II. 1815, it is made competent to the Governor General in Council to invest a Register, stationed at a place not being the station of the Zillah or City Dewanny Adawlut, with original jurisdiction in the cognizance and trial of summary suits, originating in portions of districts different from the district to which such Register may stand appointed. With a view to the farther relief of the Judges of the Zillah and City Courts from the arrears of business depending before them, it is expedient to make it competent to the Governor General in Council to extend the jurisdiction of such Registers in regular suits. The following Rules have accordingly been enacted to be in force from the period of their promulgation throughout the provinces immediately subject to this Presidency.

Registers may be empowered to investigate regular suits arising in any portion of any district, in which he may exercise the powers of Joint Magistrate.

II. *First.*—It shall be competent to the Governor General in Council to extend the jurisdiction which may be vested in a Register, with regard to the cognizance and trial of regular suits, under the provisions of Regulation XXIV. 1814, Sections XI. XII. and XIII. Regulation II. 1821, and the other Rules in force upon the subject, to those portions of other districts in which such Register may be authorized to exercise the powers of joint Magistrate.

Provisions in the existing Regulations, applicable to such suits.

*Second.*—The provisions contained in the existing Regulations for the guidance of Registers, stationed at a distance from the Sudder station, shall be equally applicable to the trial and decision of suits which may be instituted before them, or referred to them under the foregoing Clause.

Reports to be furnished by such Registers to the Judge of the Zillah or City within whose jurisdiction the suit may have originated.

*Third.* All periodical and other reports prescribed by the Regulations, or the order of the Sudder Dewanny Adawlut, shall be furnished by such Registers to the Judge of the Zillah or City Courts, within whose jurisdiction such suits may have originated.

#### A. D. 1824 REGULATION IV.

A REGULATION to provide more effectually for the Office of Register of Deeds:—Passed by the Governor General in Council on the 12th February 1824; corresponding with the 1st Phaugun 1230 Bengal era; the 27th Maug 1231 Fusly; the 2d Phaugun 1231 Willaity; the 12th Maug 1880 Sumbut; and the 11th Jumadee-us-Sanee 1239 Higeree.

Preamble.

BY Section XV. Regulation XXXVI. 1793, and the corresponding provisions in Regulations XXVIII. 1795, XII. 1805, and XVII. 1803, for Benares, Cuttack and the Ceded and Conquered Provinces, the Zillah and City Registers who are

are also Registers of Deeds, under those Regulations, are permitted, in case of absence from their stations, sickness, or any other disqualification from personal attendance, to appoint (with the approbation of the Judge to whom they may be Registers respectively) a deputy, being a covenanted servant of the Company, to act for them in the registry of deeds; and such deputy, so appointed and approved, after taking a similar oath to that prescribed for the Register, is authorized to perform the several acts which the Register is empowered to perform, under the Regulations above mentioned, and such as have been since enacted relative to the registry of deeds: but much inconvenience has been experienced by the community in consequence of Registers who may be on leave of absence, on deputation, or otherwise disqualified, omitting to appoint a deputy in the mode prescribed; and also in consequence of occasional vacancies in the office of Zillah or City Register, in which case no provision is made by the existing Regulations for the performance of the duty of Register of Deeds. With a view therefore to provide against the recurrence of such inconvenience, and to supply what is defective in the existing Regulations, the following Rules have been enacted, to be in force from the date of their promulgation, in the provinces immediately subject to the Presidency of Fort William.

II. The office for the registry of deeds in the several zillahs and cities, which is provided for by Regulation XXXVI. 1793, extended to Benares by Regulation XXVIII. 1795, and to Cuttack by Section XXXII. of Regulation XII. 1805, and re-enacted for the Ceded Provinces in Regulation XVII. 1803, extended to the Conquered Provinces and Bundelkund by Clause first, Section XVII. Regulation VIII. 1805, shall in all cases be established at the station of the Zillah or City Court, and shall, as directed by the Regulations above mentioned, be superintended by the Register of the Zillah or City Court, or where there may be more Registers than one, by the Register employed at the station of the Zillah or City Court, so long as he may continue to reside at such station, and, as already required by the Regulations in force, he shall personally discharge the duties of the office committed to him whilst present at the station, unless prevented by sickness or otherwise; in which case, as well as in all cases of temporary absence from the station, he is permitted, as heretofore, with the approbation of the Judge of the Zillah or City Court to which he may be attached, to appoint a deputy, being a covenanted servant of the Company, and duly qualified to act for him, who, after taking an oath similar to that prescribed for the Register of Deeds, is authorized to perform the several acts which the Register is empowered to perform.

The office for the Registry of Deeds to be established at the Sudder station of the Zillah or City Court.

Superintended by the Register.

If there be more than one Register, by the Register employed at the Sudder station.

If the Register be prevented from performing this duty by sickness, &c. may appoint a deputy, with approbation of the Judge.

Deputy to be a covenanted servant. Must take oath.

III. Whenever a Zillah or City Register, vested with the superintendance of the Registry Office, may be absent from the station where the office is established without having appointed a deputy in pursuance of the foregoing Section, the Judge of the station is hereby authorized to appoint some duly qualified covenanted servant of the Company to act as Deputy Register of Deeds, and the deputy so appointed, after being duly sworn, shall be authorized to perform the prescribed duties of the office.

If Register vested with superintendance of the office be absent from Sudder station, and have not appointed a Deputy, the Judge authorized to appoint a Deputy.

IV. It shall moreover be the duty of the Zillah or City Judge to appoint a qualified person, being a covenanted servant of the Company, to officiate as Register of Deeds, whenever, from a vacancy in the office of Register, the nomination of a deputy cannot take effect agreeably to the preceding Section.

Judge shall appoint a qualified person, being a covenanted servant, to act as Register of Deeds, when from a vacancy in an

office of Register, a deputy cannot be appointed.

V. In the event of there being no covenanted servant at the station, to whom, in the cases mentioned in the two preceding Sections, the Judge may deem it proper to confide the office of registering the deeds, he is himself hereby authorized and required to perform the prescribed duties of the office.

If there be no qualified person at the station, the Judge is authorized and required to perform the duty himself.

VI. The Registry of all Deeds which may have been hitherto duly executed by a Zillah or City Judge, or other covenanted servant with his sanction, in the absence of the Register, is hereby declared to be of equal validity as if it had been executed by the Zillah or City Register.

Registry of Deeds hitherto duly executed by other covenanted servant than the Register, with the permission of Judge, in

absence of Register, equally valid, as if executed by Register.

VII. The deputy or officiating Register appointed under Sections II. III. or IV. of this Regulation shall receive, during the time of his officiating, the fees authorized by the Regulations; but whenever the Judge may perform the duty under Section V., the net amount of such fees, after defraying the necessary expense of the establishment, shall be carried to the credit of Government.

Deputy or Acting Register to receive the fees.

Fees to be carried to the credit of Government, when the Judge registers deeds, after

defraying the necessary expense of the establishment.

## A. D. 1824. REGULATION V.

A REGULATION for extending the operation of Regulation VI. 1823, to the Provinces of Orissa, Behar and Benares, and to the Ceded and Conquered Provinces:—Passed by the Governor General in Council on the 4th of March 1824; corresponding with the 22d of Phaugoon 1230 Bengal era; the 19th Phaugoon 1231 Fusly; the 23d Phaugoon 1231 Willaity; the 3d Phaugoon 1880 Sumbut; and the 2d Rujeeb 1239 Higerea.

Preamble.

WHEREAS it has been deemed expedient to extend to the Provinces of Orissa, Behar and Benares, and to the Ceded and Conquered Provinces, the operation of Regulation VI. 1823, intituled, "A Regulation for authorizing the institution of Summary Suits, to enforce the execution of certain Written Engagements for the cultivation and delivery of Indigo Plant, and for declaring certain Principles in regard to the same;" the following Rule has been enacted to take effect in the provinces above enumerated from the date of the promulgation of this Regulation.

Regulation VI. 1823, extended to the Provinces of Orissa, Behar and Benares, and to the Ceded and Conquered Provinces.

II. The operation of the provisions of Regulation VI. 1823, is hereby extended to the Provinces of Orissa, Behar and Benares, and to the Ceded and Conquered Provinces.

## A. D. 1824. REGULATION VI.

A REGULATION for defining the course of proceeding to be pursued by the Magistrates with respect to Individuals charged before them with two or more offences in certain cases; for modifying Clause Second, Section II.; and for amending certain other Provisions of Regulation XII. 1818:—Passed by the Governor General in Council, on the 25th March 1824, corresponding with the 14th Chyte 1230 Bengal era; the 10th Chyte 1231 Fussily; the 15th Chyte 1231 Willaity; the 10th Chyte 1880 Sumbut; and the 23d Rujeeb 1239 Higerea.

Preamble.

WHEREAS it appears requisite to define the course of proceeding to be pursued in cases of individuals charged before a Magistrate with two or more offences of the nature described in Clause Fourth, Section II. and Clause Fourth, Section III. Regulation XII. 1818, for each of which they would be liable to the punishment prescribed in Clause Fifth, Section II. and Clause Fourth, Section III. of the above Regulation; And whereas it appears expedient to authorize the Magistrates to commit persons charged with the offence of burglary, (as they are now authorized in cases of theft) to take their trial before the Court of Circuit whenever they may appear to the Magistrate to be deserving of a severer punishment than he is authorized to inflict, although none of the circumstances of aggravation enumerated in Clause Second, Section II. of the above Regulation may exist; And whereas it appears expedient to amend certain other provisions of that Regulation, the following Rules have been enacted to be in force from the promulgation of them throughout the territories immediately dependent on the Presidency of Fort William.

No sentence to be passed by Magistrate on individuals charged with two or more distinct offences punishable under Sections I. II. & III. Regulation XII. 1818, until the proceedings in both cases are completed.

II. *First.*—Whenever a prisoner may be charged before a Magistrate or joint Magistrate with two or more distinct offences, for neither of which he may have been previously brought to trial, but for each of which he would be subjected, on conviction, to the penalties prescribed by Clause fifth, Section II. or Clause fourth Section III. Regulation XII. 1818, the Magistrate shall refrain from passing any sentence until he shall have completed his proceedings in both cases.

On conviction of two or more charges, Magistrate may pass sentence of punishment to the extent authorized for one, if such punishment appears sufficient.

*Second.*—Should the prisoner be convicted of two or more of the offences charged, the Magistrate is authorized to reduce the punishment so as not to exceed in the aggregate thirty stripes with a ratan, and imprisonment for the term of two years; provided he shall be of opinion, on consideration of the several acts of criminality established against the prisoner, and the circumstances of each case, that the punishment above specified is sufficient.

*Third.*

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*Third.*—If, however, the Magistrate should be of opinion that the prisoner is deserving of a more severe punishment than that above specified, he shall refrain from passing any sentence, and shall commit the prisoner to take his trial before the Court of Circuit for each offence.

If not sufficient, the Magistrate to commit the prisoner to the Court of Circuit for trial for each offence.

III. In modification of Clause second, Section II. Regulation XII. 1818, the Magistrates are hereby declared to be empowered to commit for trial to the Court of Circuit any person charged with the offence of burglary, whenever they may be of opinion, that there exist any circumstances of aggravation (though not of the nature specified in the Clause above quoted) such as to render the prisoner deserving of a more severe punishment than the Magistrates are competent to inflict.

Clause Second, Section II. Regulation XII. 1818, modified.

IV. A doubt having arisen whether the amendment of Section III. Regulation XII. 1818, contained in Section IV. Regulation IV. 1820, in cases of theft, when the amount or value stolen shall exceed the sum of three hundred rupees, was meant to be applied to purchasers or receivers of stolen property, in amendment of the second Clause of Section IV. Regulation XII. 1818, it is hereby declared that the provision for commitment to the Court of Circuit, contained in Section IV. Regulation IV. 1820, is applicable to purchasers and receivers of stolen property, knowing at the time that such property was stolen, when the amount or value of the property stolen shall exceed three hundred rupees.

Section IV, Regulation IV. 1820, applicable to purchasers and receivers of stolen property, when the amount or value stolen shall exceed three hundred Rupees.

V. It is further declared, in amendment of the provisions for commitment to the Court of Circuit, contained in Sections II. III. and IV. of Regulation XII. 1818, that a previous conviction of petty theft, not exceeding ten rupees, when unattended with any aggravating circumstance, shall not be deemed a previous conviction of a heinous crime, such as precludes the Magistrate's judicial cognizance of a charge of burglary or theft, or of buying or receiving stolen property, and requires that the prisoner be committed for trial before the Court of Circuit, in any of the Sections above mentioned.

Sections II. III. and IV. of Regulation XII. 1818, amended.

A. D. 1824. REGULATION VII.

A REGULATION for explaining and amending certain parts of the Regulations at present in force, respecting the Manufacture and Sale of Spirituous Liquors and Intoxicating Drugs, and for enacting certain Rules for the better security of the Revenue derived from the exclusive Manufacture and Sale of Opium :—Passed by the Governor General in Council on the 25th March 1824, corresponding with the 14th Chyte 1230 Bengal era; the 10th Chyte 1231 Fussily; the 15th Chyte 1231 Willaity; the 10th Chyte 1880 Sumbut; and the 23d Rajeb 1239 Higeree.

WHEREAS doubts having arisen whether the Rules prescribed in Regulation X. 1813, are applicable to the retail of Spirits imported by Sea, or manufactured in this Country at Distilleries worked according to the European process, it is advisable that such doubts should be removed: And whereas it is also deemed expedient to make certain alterations in the Rules at present in force respecting the Manufacture and Sale of Spirituous Liquors and Intoxicating Drugs: And whereas the existing provisions for the security of the Revenue derived from the exclusive Manufacture and Sale of Opium, and for the realization of the Custom duty chargeable on Foreign Opium imported by Sea, have been found insufficient; the following Rules have been passed, and are to be in force from the date of their promulgation throughout the territories immediately dependent on the Presidency of Fort William.

Preamble.

II. *First.*—It is hereby declared and enacted, that the retail sale of spirituous liquors, whether imported by sea or land, or manufactured in this country, by whatever process, except under licences from a Collector, or Assistant Collector, or other officer duly authorized to grant such licence, is and shall be considered to be illegal, and the rules of the existing Regulations, whereby certain penalties are prescribed for the illicit sale and manufacture of spirituous liquors, shall be held to be equally applicable to all descriptions of spirits, unless otherwise specially provided. In like manner the retail sales of wines, or fermented liquors of any description, except under licence, is hereby prohibited, under pain of the same penalties as are prescribed for the illicit sale of spirituous liquors.

The retail sale of Spirits, Wines and all kinds of fermented Liquors, except under a Collector's licence, declared to be illegal, and subject to penalties.

Persons, not being British-born Subjects, prohibited from constructing or working Distilleries, and from selling Spirits, Wines, &c. without a licence.

*Second.*—Persons not being British-born subjects shall not construct or work a distillery, of whatever description, within the said territories, nor sell within the same spirits or wines of any kind, whether imported by sea or land, or manufactured in the country, without a licence from the Collector of the district, or other officer in charge of the abkarry mehal.

British-born Subjects prohibited from constructing or working a Distillery at more than ten miles from Calcutta, and from retailing Spirits, Wines, &c. in any part of the country, without a licence from the Collector of the district.

*Third.*—In like manner persons being British born subjects, shall not construct or work a distillery of any description at a distance exceeding ten miles from the town of Calcutta, nor retail spirits or wines of any kind in any part of the territories dependent on this Presidency, without a licence from the Collector of the district, or other officer in charge of the abkarry mehal, or specially appointed by Government to collect the duties chargeable on spirits manufactured by the said persons.

Such persons constructing or working a Distillery in the European manner within the limits above specified, to continue subject to the Rules contained in Regulation II. 1802. Proviso.

*Fourth.*—British born subjects who may work or construct a distillery after the manner in which distilleries are constructed and worked in England, at any place of which the distance from Calcutta may not exceed ten miles, shall continue and are hereby declared to be subject to the Rules contained in Regulation II. 1802: Provided, however, that it shall at all times be competent to the Governor General in Council, by an order in council, to invest such person or persons as may be judged proper with the powers and authority, which, under that Regulation, belong to the Justices of the peace acting in and for the twenty-four pergunnahs, and the districts adjacent to Calcutta.

Distillers to pay the prescribed still-head duty to the Collector, &c. in charge of the Abkarry Mehal.

*Fifth.*—All persons not being British born subjects who may construct or work distilleries as aforesaid at any place whatsoever, within the provinces subordinate to this Presidency, as well as all British born subjects who may construct or work such distilleries at any place of which the distance from the town of Calcutta may exceed ten miles, shall pay the still-head duty, prescribed by the said Regulation, to the Collector, or officer in charge of the abkarry mehal, or such other officer as the Board of Revenue may direct to adjust or receive the same; and the powers vested by the said Regulation in the Justices of the peace, acting in and for the districts aforesaid, in regard to distilleries constructed or worked as aforesaid beyond the limits aforesaid, are hereby vested in the Collectors, and other officers in charge of the abkarry mehal, for their respective districts.

Collectors, &c. authorized to exercise the powers vested by Regulation II. 1802, in Justices of the Peace.

*Sixth.*—Provided, however, that when from local circumstances or other sufficient cause, it shall appear to be expedient to suspend the operation of any part of the rules contained in Sections IV. V. VI. VII. VIII. X. XI. XII. XIII. and XIV, of the aforesaid Regulation, with a view to the relief of the distillers from unnecessary interference, it shall be competent to the Governor General in Council, by an order in council, to direct the said rules, or any part of them, to be suspended for such period as may from time to time appear proper, and in lieu thereof to prescribe such other rules relative to the payment of the duty chargeable to the passing and storing of the spirits manufactured, and of the stills, coppers, casks and other utensils employed in the distillery, to the inspection and examination of the distillery, and the warehouses, godowns or other places used for manufacturing or storing the spirits, and to the furnishing of periodical statements and lists of the spirits and utensils aforesaid, as may from time to time be judged expedient; and for any breach of the rules so prescribed the party offending shall, in addition to all other forfeitures that may attach to the act, forfeit to Government a sum equal to the penalty prescribed for a violation of the rule contained in the fourth Section of Regulation II. 1802.

Proviso in cases where it may be deemed necessary to suspend the operation of particular Rules;

and power reserved to substitute such other Rules as may from time to time appear expedient.

To what description of Spirits the Rules in force relative to a drawback on exportation, are to be considered applicable.

III. *First.*—The rules contained in Sections XVI. XVII. XVIII. XIX. XX. and XXI. Regulation II. 1802, are hereby declared to extend to all spirits whatsoever, manufactured in this country at distilleries constructed and worked after the manner in which distilleries are constructed and worked in England. The drawback payable on the exportation of all such spirits shall be paid by the Collector of Customs, and the accounts thereof shall be adjusted in such manner as the Governor General in Council may direct.

Spirits manufactured within the Foreign Settlements, prohibited from being carried out of the limits of such Settlements,

*Second.*—Spirits manufactured within any of the foreign settlements on the river Hooghly, shall not be carried out of the limits of such settlements until a duty equal to the still-head duty chargeable on spirits manufactured as aforesaid shall have been paid to the Collector at Hooghly, or such other officer as the Governor General

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General in Council may appoint, and a pass for the same obtained from such officer.

**IV. First.**—All persons receiving a licence for the retail sale of spirits, manufactured at any European distillery, shall pay a duty to Government of such amount per gallon as shall, with the still-head duty, equal the highest amount payable under the rules of Regulation X. 1813, on spirits manufactured at the sudder distillery of the district in which such retail sale shall be conducted, or at the nearest sudder distillery if there be none within the district, due allowance being likewise made for the difference in the strength of the spirit.

until the still-head duty shall have been paid.

Rate of duty to be paid to Government by persons receiving a licence for the retail sale of Spirits manufactured at any European Distillery.

**Second.**—All persons receiving a licence for the retail sale of spirits, manufactured in Europe or America, of Batavia or Ceylon arrack, or of any spirits whatsoever imported by sea, shall in like manner pay a retail duty to Government of such amount per gallon as shall, with the duty of customs or other duty paid on the importation of the said spirits, equal the highest amount of duty payable on spirits manufactured at the sudder distillery of the district, or at the nearest distillery if there be none within the district, allowance being made for the difference in the strength of the spirits.

A retail duty to be paid on all Spirits imported by Sea.

**Third.**—Persons receiving a licence for the retail sale of wines of any sort, shall pay a retail duty to Government equal to the duty payable under the above Clauses on proof spirits.

and upon the retail sale of Wines.

**Fourth.**—Persons receiving licences for the retail of wines or spirituous liquors, shall be previously required to enter into such agreements, relative to the payment of the retail duty, and with such security as the officer granting the licence, or the Board, or other authority under which such officer may be placed, shall from time to time direct; and any breach of the conditions stipulated in such agreement shall, besides the forfeiture of any penalty specially provided for, subject the offender to the penalties prescribed for the illicit sale of spirituous liquors.

Retailers of Wines or Spirits previous to receiving a licence to enter into engagements, and give security for paying the retail duty. Penalty for any breach of such engagements.

**V. First.**—The wholesale vend of wines and spirits beyond the limits of Calcutta, excepting under licences from the Collector or other officer in charge of the abkarry mehal, is hereby prohibited. Persons receiving such licences shall pay a fee of sixteen rupees for each licence received by them.

Prohibition against the wholesale vend of Wines and Spirits, beyond the limits of Calcutta; except by licence. A fee to be paid for such licence.

**Second.**—Any sales of wines or spirituous liquors, in a less quantity than two gallons, shall be held to be a retail sale.

The sale of less than two gallons of Wines or Spirits to be considered a retail sale.

**VI.** Licences for the retail sale of spirits manufactured at the sudder distillery, as well as licences to persons authorized to manufacture, or sell spirits manufactured after the native process, at places beyond the boundaries prescribed for the sudder distilleries, shall continue to be granted under the provisions of Regulation X. 1813: Provided, however, that such part of the said provisions as prohibit the introduction within four coss of the place at which the sudder distillery of a district is stationed, of spirits manufactured at any other place, shall be held to apply only to persons introducing spirits within the said limits, without having a regular licence or pass from an officer authorized by Government to grant the same, and shall not be construed to restrict the revenue authorities from granting licences or passes, nor to affect their validity when granted.

Licence for the retail sale of Spirits manufactured at or beyond the boundaries of the Sudder Distilleries, to be granted as heretofore.

Proviso.

**VII. First.**—Such parts of Sections XIX. and XXVII. Regulation X. 1813, or of any other provision or regulation in force, as restrict or can be construed to restrict the revenue authorities in the exercise of their discretion relative to the period for which licences, for the manufacture or sale of spirituous liquors, taury or putchwye, or of intoxicating drugs, shall be granted, is hereby rescinded.

Such parts of the Regulations in force as restrict the Revenue authorities, in regard to the period for granting licences for the manufacture and sale of Spirits, &c. rescinded.

**Second.**—Licences granted under the provisions of this or any other Regulation, for the retail sale of spirituous liquors, taury or putchwye, or of intoxicating drugs, shall be in force for one year only, from the date on which they may be granted, unless where otherwise specially directed by Government, or by the Board of Revenue, or other authority exercising the powers of that Board, who are hereby declared to be competent, subject to the restriction hereinafter prescribed, to cause licences for the manufacture or sale of the said articles to be granted for such periods as may in each case be deemed expedient.

Licences for the retail sale of Spirits, &c. to be granted for one year, unless otherwise specially ordered by Government or the Board of Revenue.



Power vested in the Board of Revenue to modify and alter the terms of licences and engagements, as may from time to time appear expedient.

All licences declared liable to resumption.

Proviso allowing an appeal to the Board of Revenue in such cases.

Who may award a compensation to the party aggrieved, unless he has broken the peace, or violated any of the Regulations.

Courts of Justice prohibited from interference.

Fifteen days notice to be given in certain cases to the Collector, before the year expires, or in failure, the licence and engagement to remain in full force.

Board of Revenue declared competent to sanction the grant of leases of the duties leviable on the manufacture and sale of Spirits, &c. for such periods as may appear advisable.

The existing rules for the recovery of arrears due by the vendors or manufacturers of Spirits, &c. declared equally applicable to the farmers of duties and their sureties.

Proviso entitling the farmers of duties to enforce the payment of arrears due to them.

Licences or leases for more than five years declared invalid, unless sanctioned by the Governor General in Council.

*Third.*—It shall also be competent to the Board of Revenue, or other authority exercising the powers of that Board, with the sanction of Government, to alter and modify the stipulations contained in the licences held and engagements executed by licensed manufacturers, or vendors of spirituous or fermented liquors, taury, putchwye, or of intoxicating drugs, as may from time to time appear expedient, any thing in the existing Regulations notwithstanding; and any violation by such vendor or manufacturer of the stipulations specified or engagement executed by him, shall subject the party to the penalties prescribed for illicit sale.

*Fourth.*—All licences as aforesaid shall at all times be resumable by the officer by whom they may have been granted, or by any other officer exercising similar or superior powers in the management or control of the Abkarry Department at the place or places to which the licence may apply: Provided, however, that if in any case a licence shall be resumed, or refused to be granted by the Collector of a district, or officer in charge of the abkarry mehal, and the party may consider himself aggrieved by the order passed by the Collector in his case, he shall be at liberty to appeal from the order of the Collector to the Board of Revenue, or other authority exercising the powers of that Board; and the Board or other authority aforesaid will confirm, modify or annul the said order as the circumstances of the case may appear to require. Provided further, that if a Collector, or other officer in charge of the abkarry mehal, shall cancel the licence granted to any retail vendor of spirituous liquors or intoxicating drugs, for any cause excepting for a breach of the peace, or a violation of any of the regulations or orders of Government, without previous notice of one month, the party whose licence may be cancelled shall receive such compensation for any damage he may thereby sustain, as the Board of Revenue, or other authority aforesaid, shall adjudge, on a consideration of the circumstances of the case; but no suit for the recovery of damages alleged to be sustained from the revocation of a licence by a Collector, or other officer in charge of the abkarry mehal, shall be entertained by any Court of Judicature. Provided likewise, that licences granted under the provisions of Regulation X. 1813, or Regulation XIII. 1816, of which the period may be limited to one year, and the corresponding engagements entered into by the vendors of spirituous liquors and intoxicating drugs, shall be required to be formally renewed from year to year; but if the person or persons holding such licence shall not give notice to the Collector, or other officer in charge of the abkarry mehal, fifteen days previous to the expiration of the year, according to the era current in the district, of his or their intention to relinquish it at the expiration of the year, and the licence be not revoked by the Collector or officer aforesaid, the licence held and engagement entered into by the party shall remain in full force, as if the said licence and engagement had been solemnly renewed.

VIII. *First.*—The Board of Revenue, and other authorities exercising the powers of that Board, are similarly declared competent under the restriction hereafter prescribed, to cause leases of the duties leviable on the manufacture and sale of spirituous or fermented liquors, taury and putchwye, and of intoxicating drugs, to be granted for such periods as they may deem advisable; such leases to be liable to be revoked by orders of the said Board, or other authority, or of the Governor General in Council, and compensation to be awarded in such case to the party, in the manner above prescribed for the case of the resumption of licences.

*Second.*—The rules contained in Regulation XVII. 1814, relative to the recovery of arrears due from persons selling or manufacturing spirituous liquors, taury, putchwye or intoxicating drugs, shall be, and be considered equally applicable to persons to whom the duties leviable on the manufacture and sale of the said articles, or any of them, may be farmed, and to the sureties of such persons: Provided further, that the farmers of such duties shall be entitled to use, and cause to be enforced, the same means and process for the recovery of arrears due to them by the vendors and manufacturers of the article aforesaid, or any of them, within the limits of their respective farms, as zemindars, or other sudder malgoozars, do or may lawfully use and cause to be enforced for the realization of arrears of rent due by their under-tenants, subject to the same rules and restrictions as attach to such zemindars and sudder malgoozars in that behalf.

IX. *First.*—No licences or leases for a period exceeding five years shall be held to be binding on Government, unless they shall have been granted with the sanction of the Governor General in Council.

*Second.*

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*Second.*—The following rules are passed in modification of the provisions contained in Section III. Regulation X. 1813.

*Third.*—It shall be competent to the Board of Revenue, or other authority exercising the powers of that Board, with the sanction of Government, to cause manufactories of the liquor denominated putchwye, or any other spirituous liquor or intoxicating drug, to which the system may be advantageously applicable, to be established in all or any of the districts subject to its authority, under the same rules and provisions as are prescribed in Regulation X. 1813, for the establishment and management of sudder distilleries, in so far as the same can be applied, and likewise with the said sanction, to make such alterations in and additions to the existing rules and provisions relative to the management of the said establishments as may from time to time be deemed expedient.

Board of Revenue empowered to authorize manufactories of Putchwye and other Spirituous Liquors, &c. to be established under the rules in force, in any district subject to its authority.

And to amend and alter such rules when necessary.

*Fourth.*—It shall and may be lawful for the Board of Revenue, or other authority exercising the powers of that Board, to direct the discontinuance of the sudder distillery or distilleries established under the provisions of the aforesaid Regulation, within any of the districts under their superintendence, whenever and so long as such a measure may appear to be expedient; and in such cases, and so long as the said distillery or distilleries may be discontinued, the general rules applicable to places beyond the limits of sudder distilleries shall apply to the sudder station of the Collector, Deputy or Assistant Collector, and its vicinity; the special provisions relative to sudder distilleries, and the places within limits thereof, being to the like extent, and for the like period, suspended.

Board of Revenue authorized to direct the discontinuance of established Sudder Distilleries, whenever such a measure may be deemed expedient.

Application of the general rules in such cases.

*Fifth.*—Provided also, that it shall and may be lawful for the said Board, or other authority aforesaid, to fix the limits within which the spirits manufactured at any sudder distillery are exclusively to be sold, and the special rules applicable to such distilleries, enforced in such manner as may in each case from time to time appear to be expedient, and wherever the special rules aforesaid may so cease, the manufacture and sale of spirituous liquors will of course become subject to the general provisions applicable to places beyond the said limits.

Board of Revenue empowered to fix the limits within which Spirits manufactured at a Sudder Distillery must be sold.

*X. First.*—If any British-born subject shall retail spirits or wines of any description in any place, of which the distance from the town of Calcutta may not exceed ten miles, without a licence duly granted to him, he, she or they, so offending, shall for every such sale forfeit the sum of sicca rupees five hundred, to be heard, adjudged and determined, according to the rules prescribed in Section XXXIII. Regulation II. 1802.

Penalty to which British-born Subjects are declared liable, for retailing Spirits or Wines at no greater distance than 10 miles from Calcutta, without a regular licence for so doing.

*Second.*—The rules contained in Sections XXI. XXII. XXIII. and XXIV. Regulation X. 1813, are hereby declared applicable to all persons, as well British born as others, who shall retail in any part of the provinces subordinate to this Presidency, at the distance of more than ten miles from Calcutta, spirituous liquors, or wines of any description, without a licence, as well as to all persons not being British born, who shall retail spirituous liquors of any description without a licence, in any place beyond the limits of Calcutta.

The existing penal Rules declared applicable to all persons (British born and others) who, without a licence, shall retail Spirits or Wines at any place distant more than ten miles from Calcutta. And

to all persons not being British born, who, without a licence, may retail Spirits at any place beyond the limits of Calcutta.

*XI.* Foreign spirits, and spirits manufactured in this country, according to the European process, which may be found in transit without the proper pass, rowannah, or certificate attesting the payment of the import, or still-head duty, not being evidently designed for the immediate private use or consumption of the owner, shall be confiscated, and the owner or person in charge of the same shall be subject to the penalties prescribed in Regulation X. 1813, for the illicit sale and manufacture of spirituous liquors and intoxicating drugs; the said forfeiture and penalty to be adjudged and determined and enforced, according to the rules of the said Regulation, and other existing Regulations, relative to the adjudication and enforcement of fines and forfeitures for illicit dealings in spirits and intoxicating drugs. The same penalties shall attach to any person not being a licensed vendor, who may be found in possession of any quantity of spirits or intoxicating drugs, exceeding the quantity which licensed retail vendors can or may legally sell or allow to be removed from their shops. Provided, however, that the above rules shall not be considered to apply to liquors which individuals may have legally purchased for private use, and if the quantity may not exceed what the condition and circumstances of the party may render it probable that he should possess for that purpose.

Penalty on persons conveying away Foreign or other Spirits, not intended for private consumption, without a pass attesting the payment of the prescribed duties.

Proviso.

Certificates attesting the payment of the still-head duty to be granted by the Collector for one year only.

But an exchange Certificate for another year may be granted on application.

A fee to be paid on such renewal.

Dealers in Spirits if desirous of dividing a dispatch of Spirits, entitled to receive parcel Certificates, on surrendering the original Certificate and furnishing satisfactory information. A fee to be paid on such occasions.

To what penalties persons in charge of Sudder Distilleries are subject, on being convicted of a fraudulent breach of trust.

Punishment to which Native Officers are subject on being convicted of conniving at the establishment of unlicensed shops.

Informers entitled to a moiety of the fine on the conviction of a Native Officer.

Penalty in cases where such information originates in malice, &c.

Churrus allowed to be retailed under the same rules and restrictions as Ganja, &c.

Punishment to which Proprietors and Managers of land are declared liable on being convicted of conniving at the illicit manufacture or sale of Spirits, intoxicating Drugs, &c. within their estates or farms.

Such charges declared cognizable by the Collector, and to be investigated under the rules in force.

Proviso against the issue of a warrant in such cases.

**XII. First.**—Certificates attesting the payment of the still-head duty shall be granted to all persons removing spirits from any established distillery, by the officer or officers entrusted with the collection of the same, or such person as he or they may appoint. Such certificates shall be in force for one year only from the date on which they may be granted, but the owner of the spirits covered by any certificate shall be entitled to an exchange certificate for another year, on applying to the officer in charge of the abkarry mehal, and satisfying him that the identical spirits are forthcoming, such certificate being renewable in like manner yearly. A fee at the rate of two per cent on the amount of the duty specified in the certificate, shall be paid to the officer granting a renewal of it.

**Second.**—Any dealer in spirits being desirous of dividing a dispatch of spirits, covered by a single certificate, into smaller quantities, shall be entitled to receive, from the officer in charge of the abkarry mehal, as many parcel certificates as he may require, on surrendering the original certificate, and satisfying the officer that the identical spirits therein referred to are forthcoming. A like fee of two per cent on the amount specified in the parcel certificates, shall be paid to the officer granting the same.

**XIII. First.**—Any person entrusted with the charge of a sudder distillery, or in any manner employed by the Collector of the abkarry revenue, who may be convicted in the mode prescribed by Section XXII. Regulation X. of 1813, of any fraudulent breach of trust in the execution of his duty, shall be subject to the penalties prescribed by Section XXI. of the said Regulation.

**Second.**—Cutwals, darogahs of police, cutwals of military bazars, and other native officers invested with local jurisdiction, who may authorize, support, countenance or connive at the establishment of any unlicensed shop or shops, in any place subject to their control or influence, shall, besides being liable to dismissal from office, be further subject, on conviction before the Magistrate of the zillah, to the payment of a fine not exceeding rupees five hundred: the fine, if not duly paid, shall be commutable to imprisonment for a period not exceeding six months.

**XIV.** Any person giving information by which a native officer shall be prosecuted to conviction, shall be entitled to a moiety of the fine which may be levied from the offender. But should it appear on investigation that the information originated in malice, or in motives clearly vexatious and unwarrantable on the side of the informant, it shall be competent for the officer by whom the case may be tried, to impose such a fine as may appear to be reasonable, not exceeding, however, in any case, fifty rupees, or to order the offender to be imprisoned for a period not exceeding fifteen days.

**XV.** By Clause second, Section XV. of Regulation X. 1813, the sale of churrus is prohibited; but on a strict examination of that article it does not appear that it is of the noxious quality supposed, nor in any respect more prejudicial to health than ganja, or other intoxicating drugs, the sale of which has been allowed. It is therefore hereby declared, that churrus may be retailed in the same manner, and under the same rules and restrictions as ganja, and other intoxicating drugs.

**XVI. First.**—The following rule is enacted in lieu of Section XXX. Regulation X. 1813.

**Second.**—If any proprietor, farmer, sezawul, tehsildar or other manager of land shall authorize or connive at the illicit manufacture or sale of spirituous liquors, taury, or intoxicating drugs, whether in a dry state or infused in water or other fluid, within the estate or farm held or managed by them, he shall, on conviction before the Collector of land revenue, or other officer in charge of the abkarry mehal, be liable to the payment of a fine not exceeding rupees five hundred, commutable, if not paid, to imprisonment for a period not exceeding six months.

**Third.**—All charges of the nature specified in the above Clause are hereby declared cognizable exclusively by the Collector of land revenue or other officer in charge of the abkarry mehal, any thing in the existing Regulations to the contrary notwithstanding; and the investigation thereof shall be conducted under the rules contained in Section XXII. Regulation X. 1813. Provided, however, that the Collector or other officer aforesaid shall not in such cases issue a warrant for the apprehension of the person charged with the said offence, but shall proceed

in the manner prescribed in Section LXXXIV. Regulation XIII. 1816, in regard to persons accused of acts done in violation of the rules of that Regulation.

*Fourth.*—Provided further, that the rules and provisions contained in Sections LXXXI. LXXXII. LXXXV. LXXXVI. LXXXVII. LXXXVIII. LXXXIX. and XC. Regulation XIII. 1816, shall be held and considered applicable to all cases in which persons shall be accused before the Collector or other officer in charge of the abkarry mehal, of acts rendering them liable to any of the penalties prescribed in this Regulation or Regulation, X. 1813.

Further proviso as to the mode of proceeding on such occasions.

XVII. *First.*—In modification of the rule contained in Section XLI. Regulation XIII. 1816, it is hereby enacted, that it shall and may be lawful for the Governor General in Council to grant authority to such public officers, or other persons whatsoever, to seize and detain contraband spirits, opium, and other intoxicating drugs, and within such local limits as he may from time to time judge necessary or expedient.

Power reserved to Government for granting authority to public Officers and others to seize contraband Spirits, Opium, &c. within certain limits.

*Second.*—Whenever any person not vested with powers of seizure by the general Regulations may be especially authorized to seize, under the above rule, the arrangement shall be notified by an advertisement published in the cutcherry of the officer in charge of the abkarry mehal, and in the adawlut of the city or zillah within the jurisdiction of which the authority so given is to be exercised.

Mode of proceeding to be observed on such occasions.

XVIII. *First.*—Any person who shall directly or indirectly be concerned in, or who shall in any way cause, encourage, promote or advise the illegal cultivation of the poppy, shall be liable to the same penalties and forfeitures as are prescribed for the case of persons illicitly cultivating the poppy.

Penalty on persons concerned in encouraging or advising the illegal cultivation of the Poppy.

*Second.*—All native officers of Government, of whatever description, including chokeedars, pykes, or other officers of village police, are strictly enjoined to assist in preventing the illicit cultivation of the poppy, by giving instant information to the authority to which they are immediately subordinate, whenever it may come to their knowledge that any land has been illicitly so cultivated: and if any officer aforesaid shall neglect to give information as above directed, or shall in any respect connive at the illicit cultivation of the poppy, he shall be liable to the same penalty as prescribed for the case of police and abkarry darogahs permitting or conniving at the same, by Section XXXVI. Regulation XIII. 1816.

Native Officers required to assist in preventing the above offence.

Penalty in case of neglect of duty.

*Third.*—The like penalty shall attach to any putwaree who may neglect to inform the canoongoe of the pergunnah, or the Collector of the district, of the illicit cultivation of the poppy, whenever the same may come to his knowledge.

Similar penalty on Putwarees.

*Fourth.*—Provided further, that in all cases wherein any person or persons may be convicted of illicit dealings in regard to opium, if the forfeiture incurred shall not amount to the sum of five hundred rupees, the person or persons aforesaid, shall each of them forfeit to Government such further sum in addition to the prescribed forfeiture, as with the same may make the total penalty imposed amount to the said sum of rupees five hundred; the said penalty if not paid to be commutable to imprisonment for a period not exceeding six months.

Proviso in cases where the value of forfeited Opium may not amount to the full sum of the penalty incurred.

*Fifth.*—Any person or persons purchasing or receiving opium from a cultivator or other person, who may have entered into engagements for the cultivation of the poppy, or who may be employed in the provision of opium on account of Government, or bargaining for the purchase of opium with such cultivator, or other person aforesaid, or in any way causing, encouraging, or advising such cultivator or person to embezzle or illegally dispose of any opium, shall each and all of them forfeit to Government a sum equal to three times the penalty, prescribed in Section XLV. Regulation XIII. 1816, for the illicit purchase or possession of opium; viz. the sum of twenty-four and forty-eight rupees per seer on the quantity of opium purchased, bargained for, or designed to be illicitly disposed of, as the case may be: And in cases wherein the said forfeiture shall not amount to the sum of one thousand and five hundred rupees, the party or parties aforesaid shall each of them forfeit such further sum as with the forfeiture aforesaid shall make the total penalty imposed amount to sicca rupees one thousand and five hundred; the said fines if not paid shall be commutable to imprisonment for a period not exceeding twelve months. In addition to the said penalties the offender shall be subject to imprisonment for the term prescribed in the aforesaid Section, for cases of illicit purchase or possession of opium.

Penalty on persons purchasing, bargaining for, or encouraging the embezzlement of Opium, through the medium of cultivators of the Poppy, or those employed in the provision of Opium, on account of Government.

Proviso in cases where the Opium illegally purchased or bargained for shall not amount to the sum of one thousand and five hundred Rupees.

Native Officers of Government required to suppress the illicit sale, purchase and possession of Opium, by every means in their power.

Penalty on being convicted of connivance, or neglect of duty.

Punishment for forcibly resisting a public Officer employed in the seizure of contraband Opium.

Officers how to proceed in cases where they may apprehend opposition or resistance in making seizures of contraband Opium, &c.

Such seizures to be made at the sole risk and responsibility of the Officers seizing.

The Opium Agents of Behar and Benares empowered to exercise the Judicial powers vested in Collectors of Revenue by Regulation XIII. 1816.

Subject to the control of the Board of Customs, Salt and Opium.

*Sixth.*—Native officers of Government, of every description, and especially all such officers in the districts within which or in the neighbourhood of which opium is manufactured on the public account, are hereby strictly enjoined to assist to the utmost of their power in the suppression of the illicit sale, purchase, importation, transportation or possession of opium, by seizing the same, if authorized to do so, or if not vested with the power of seizure, by giving immediate information to the authority to which they may be respectively subject, of all instances of such illicit sale, purchase, importation, transportation, or possession of opium, which may come to their knowledge; and any native officer aforesaid, who may connive at the illicit sale, purchase, importation, transportation or possession of opium, or who may neglect to give information in either of those cases, shall, on conviction before the Zillah or City Magistrate, (if the native officer be subordinate to them, or in other cases before the Collector of Land Revenue, or officer in charge of the abkarry mehal) be liable to a fine not exceeding eight sicca rupees for each and every seer so sold, purchased, imported, transported or possessed, with his knowledge or connivance, commutable in the event of its not being paid to imprisonment for a period not exceeding six months. And if the quantity of opium, so sold, purchased, imported, transported or possessed, cannot be ascertained, then and in that case the officer offending as aforesaid, shall be liable to a fine not exceeding one thousand rupees, commutable as aforesaid to imprisonment for a period not exceeding six months.

*Seventh.*—Any person who may by force or threats prevent an officer from effecting the seizure of any opium suspected to be contraband, or who may forcibly resist such officer in the execution of that duty, shall, in addition to the penalty prescribed for cases of connivance, be liable, on conviction before a Magistrate, to a fine not exceeding one thousand rupees. Parties so offending shall further be liable, in the event of an affray, or other breach of the peace, occurring in consequence of their resistance, to be punished under the general rules applicable to such cases.

*Eighth.*—It is hereby further declared and enacted, that if any officer authorized to attach opium, shall have seized, or be about to seize any dispatch of opium, on information on suspicion of its being contraband, or shall have effected, or be about to effect the attachment of the cattle, carriages or boats used in transporting such opium, and shall have reason to apprehend forcible resistance, such officer shall apply to the nearest darogah to aid him in the execution of his duty; and all darogahs, or other officers in charge of thannahs or chokies, to whom such application shall be made, or who may otherwise have reason to apprehend the occurrence of a breach of the peace in consequence of a seizure of opium, shall immediately afford the requisite aid to effect the seizure and preserve the peace.

*Ninth.*—Such seizures shall be made on the responsibility and at the risk of the officers authorized to seize; and the police officers shall not be competent to exercise any discretion in regard to the propriety or otherwise of the seizure which they may be called upon to support, but shall be careful to prevent any unnecessary violence.

XIX. *First.*—Whatever judicial powers are declared by Regulation XIII. of 1816 to be vested in the Collectors of Land Revenue, or officers in charge of the abkarry mehal, shall also belong to and be discharged by the opium agents of Behar and Benares, and their respective deputies, and the investigation of all suits, complaints or informations which may come before them for the recovery or any fine or penalty recoverable by Government or by the informer, on account of the illicit cultivation, manufacture, sale, purchase, importation, transportation or possession of opium, shall be conducted under the same rules as are in force for the guidance of the Collectors of Land Revenue, or other officers in charge of the abkarry mehal.

*Second.*—Provided, however, that the Board of Customs, Salt and Opium, shall exercise the same control over the opium agents of Behar and Benares, and their respective deputies (including Collectors of Land Revenue, when employed in the Opium Department), in the discharge of the duties entrusted to them under this Section, as the Board of Revenue are directed to exercise over the Collectors of Land Revenue, or officers in charge of the abkarry mehal, by Section XCVI. Regulation XIII. of 1816; and appeals from the judgment passed, or the acts done by the opium agents and their deputies, shall be preferred to the Board of Customs,

Customs, Salt and Opium, under the same rules and condition as are prescribed by Section XCVI. Regulation XIII. of 1816, in the case of appeals to the Board of Revenue from the judgment of Collectors of Land Revenue, or other officers in charge of the abkarry mehal.

XX. It shall be the duty of all medical officers who may be called upon by the Collectors of Land Revenue, or other officers in charge of the abkarry mehal, or by the opium agents of Behar and Benares, and their respective deputies, to report on the quality of any seized or confiscated opium, to class the same under one of the four following heads, &c. :

Medical Officers when required by the Collectors and Agents, to regulate and class all confiscated Opium, under distinct heads.

“ Good Opium,”—by which is meant perfectly pure opium.

“ Marketable Opium,”—or opium having one quarter of foreign matter in it.

“ Inferior Opium,”—or opium having more than one half of foreign matter in it; or,

“ Useless Opium,”—by which is to be understood, opium so adulterated as not to be fit for any of the ordinary purposes of the drug, medicinal, or otherwise.

XXI. *First.*—The opium agents and their deputies shall not be entitled to any share of the rewards heretofore received by them for opium, which may have been attached or confiscated by their respective order, or by their respective officers; and, in further modification of the provisions of Regulation XIII. 1816, and XI. of 1818, relative to the rewards to be paid on the seizure and confiscation of contraband opium, the following rules are enacted. Provided also, that it shall be competent to the Governor General in Council, by an order in council, to discontinue the payment of the said rewards to any other officers, being covenanted servants of the Company, and to modify the distribution thereof in such manner as may from time to time appear expedient.

Opium Agents not entitled to any share of rewards as heretofore for Opium seized and confiscated by their Officers, or under their orders.

Proviso as to the discontinuance of rewards to other Officers.

*Second.*—In case any attachment of illicit opium shall be made on information, and the opium shall be confiscated, the person or persons on whose information the same may have been seized, shall be entitled, provided the opium is declared by the Civil Surgeon of the station to be “ good,” to a reward calculated at the rate of one rupee eight annas per seer of 82 sicca weight on the opium so confiscated; and the native officer or officers of Government, who, upon such information, made the attachment, or were immediately concerned in making it, shall be entitled to a similar reward. If the seizure of such opium shall have been made exclusively by the officer or officers of Government, and not upon information given by any other person, such native officer or officers shall be entitled to a reward at the rate of three rupees per seer of 82 sicca weight in the opium which may have been seized and confiscated.

Specification of rewards to be paid to Informers and Native Officers concerned in the seizure of “ Good” Opium.

*Third.*—If the opium shall be declared marketable, the informer or informers shall be entitled to a reward of twelve annas per seer of 82 sicca weight on the quantity of opium seized and confiscated; and the native officer or officers who seized it upon such information, to a similar reward. In case the seizure of such opium shall have been made exclusively by the officer or officers of Government, and not upon information, such officer or officers shall be entitled to a reward of one rupee eight annas per seer of 82 sicca weight on the quantity of opium which may have been seized and confiscated.

Rewards for the seizure of marketable Opium.

*Fourth.*—If the opium shall be pronounced “ inferior,” the informer or informers shall receive a reward of ten annas per seer on the quantity confiscated; and the seizer or seizers of the opium on such information shall be entitled to a reward at the same rate.

Rewards for the seizure of inferior Opium.

*Fifth.*—In either of the three foregoing cases, that is to say, whenever opium shall be seized and confiscated, which is declared by the medical officer to be either good, marketable, or inferior, the persons on whose information the same may have been seized, shall receive one half of any fine which may be levied in consequence, and a moiety of the amount proceeds of the sale of any boat, carriage or other vehicle, bullock or other beast of burthen, box, chest or other package, which may have been seized with it; and the native officer or officers who seized it upon such information, to one fourth of the fine that may be levied, and a similar proportion of the amount proceeds of the confiscated article that may have accompanied it. If the seizure shall have been effected exclusively by the

In the foregoing cases Informers to receive a moiety, and Native Officers a fourth, of all fines and of the proceeds of Boats, Carriages, Cattle, &c. seized with contraband Opium.

But if the seizure is effected by Native Officers without the

intervention of an Informer, such Officers to receive three fourths of the fines and proceeds.

officers of Government, and not upon information, such officer or officers shall receive, besides the rewards above assigned to them, three fourths of any fine levied in consequence of the seizure, and an equal proportion of the amount proceeds of the sale of the boat, carriage or other vehicle, bullock or other beast of burthen, box, chest or other package, which may have been seized and confiscated.

No reward to be given for the seizure of useless Opium.

*Sixth.*—No reward shall be payable on opium declared to be useless which may be seized and confiscated.

Collectors, &c. how to proceed to compel payment of fines under this Regulation.

XXII. Whenever any party shall have been subjected to a fine under the provisions of this Regulation, it shall be competent to the officer by whom the fine may have been adjudged, in the event of its not being immediately discharged, not only to transmit the party fined to the Judge of the Dewannee Adawlut, in order that he may be confined as already provided for, but likewise to have recourse to the attachment and sale of any personal property belonging to the party; and in the event of the amount of the fine not being liquidated by the sale of such personal property, recourse shall then be had to the sale of any real property which may belong to the party, under the rules for the sale of lands in liquidation of arrears of revenue.

Opium Agents and their Deputies empowered to punish their Native Officers, &c. for neglect of duty or acts of oppression.

XXIII. *First.*—It is hereby enacted, that it shall and may be lawful for the opium agents and deputy opium agents, subject to the orders of the Board of Customs, Salt and Opium, to punish any of the native officers belonging to their establishments, as well as muhtoes and other intermediate managers between the officers of Government and the opium ryotts, for any neglect or breach of duty, or any act of oppression which may not appear to be such as to require the interposition of the Magistrate or Criminal Courts, by a moderate fine, not exceeding in any case fifty rupees, and commutable, if not paid, into imprisonment in the dewanny gaol for a period not exceeding one month.

And to recover balances due by Opium cultivators, &c. by a distraint and sale of Lands, with such powers as are vested in the Collectors of the Land Revenue.

*Second.*—Provided also, that it shall and may be lawful for the opium agents and deputy opium agents, with the sanction of the said Board, to recover any balances or sums of money due by any opium cultivator, or by any of the subordinate officers of the factory, or by any muhtoo or intermediate manager, or by the surety of such cultivator, officer or manager aforesaid, by the process of distraint and sale, in the same manner, and with the same powers as Collectors of the Land Revenue are authorized to exercise in distraining for the recovery of rents due by ryotts and other tenants in estates held khas.

### SPECIAL RULES FOR CALCUTTA.

Unlicensed persons residing in Calcutta prohibited from having in their possession more than a pound of foreign Opium, unless under a Certificate from the Secretary to the Board of Customs, Salt and Opium.

XXIV. *First.*—With a view of better securing the duty imposed on the importation of foreign opium by sea, under the rules of Regulation XVI. of 1817, it is hereby enacted, that no person not being specially licensed by the Collector of Sea Customs in Calcutta, or by the Board of Customs, Salt and Opium, shall, within the city of Calcutta, have in his possession more than one pound of opium at a time, without a certificate from the Secretary to the said Board, evidencing that the same has been regularly imported by sea, and paid the duty prescribed in such case, or that it has been purchased at one of the sales held on the public account in Calcutta; and any opium exceeding one pound in quantity, which may be found without such a document to protect it, or which may disagree in any respect with the certificate in the possession of individuals not being licensed as aforesaid, shall be forfeited to Government, and shall be seized by or under the warrant of the said Collector, or any of the Magistrates of Calcutta, and the person or persons in whose possession it was found shall forfeit to Government a sum equal to three times the amount of the duty imposed on the importation of the article by sea under the regulation aforesaid.

Penalty in cases where more than a Pound of foreign Opium is discovered without such a Certificate to protect.

*Second.*—The certificates directed to be issued by this Regulation from the Office of the Board of Customs, Salt and Opium, shall contain, besides such other particulars as to that authority may appear fit, the name of the holder, the quantity of the drug, and purpose for which it is allowed to be retained; the number of the lot or lots as per sale book, if purchased at the Calcutta sales, with the number and mark on each of the chests; the cost of the opium per chest, and the date

What such Certificates are to contain, and by whom to be Registered.

date of the sale: and in the event of its having been imported by sea, the date and number of the opium as entered in the Import Registry Book of the Custom-house, the name of the importer, and of the ship in which it was imported; and each certificate so issued shall be separately registered by the Secretary to the Board aforesaid, and shall bear the signature of that officer in evidence of its authority:

*Third.*—In case it shall be required to export by sea any opium so covered by a certificate, it shall be the duty of the exporter to surrender the certificate at the time of his making his export application to the Collector of Sea Customs, and any Opium passed or attempted to be passed for exportation by sea without a certificate, or which may not correspond with the certificate, shall be forfeited as aforesaid; and the person or persons in whose possession it may be found shall be liable to the penalty prescribed in the first Clause of this Section, for the case of the illicit possession of opium generally in Calcutta.

Rule to be observed by persons applying for permission to export by sea Opium covered by a Certificate.

Penalty for an infringement of such Rule.

*Fourth.*—Certificates issued under the above rules shall be in force for one year only from their date; provided, however, that it shall be competent to the Board of Customs, Salt and Opium, to authorize their renewal for another year, and so on successively, as often as they may think proper, in the event of their being produced before the expiration of the period for which they may respectively be current. Certificates which have exceeded the term of their currency shall be considered as wholly null and void, and shall in no degree protect any opium which they may accompany.

Certificates to be in force for one year only.

But if produced before the expiration of the year, may be renewed at the discretion of the Board.

Unrenewed Certificates, after the lapse of a year, to be considered null and void.

#### A. D. 1824. REGULATION VIII.

A REGULATION for rescinding Regulation IV. of 1813, for determining the Rates of Toll to be levied on Boats, Rafts, Timbers, and the like, passing through the Bhagaruttee, Jellinghee, Issamuttee, Matabhangah, and Choornee Rivers, and for providing for the better collection of the Toll, and for the secure Navigation of the aforesaid and other Navigable Rivers:—Passed by the Governor General in Council on the 8th April 1824; Corresponding with the 28th Cheyte 1230, Bengal era; the 24th Cheyte 1231, Fussily; the 29th Cheyte 1231, Willaity; the 9th Cheyte 1881, Sumbut, and the 7th Shaban 1239, Higeree.

WHEREAS the rules contained in Regulation IV. 1813, relative to the collection of Tolls on Boats passing through the Canal therein specified, have been found to be defective: And whereas from the extent of the changes which annually occur in the course of the Ganges, and in the streams which branch off from it, it appears to be necessary, for the purpose of keeping open a direct channel of communication between the Hooghly and that River, that the measures heretofore pursued in regard to the Issamutty, Matabhangah and Choornee, should be extended to the Bhagaruttee and Jellinghee Rivers, and that in all these streams further means should be adopted for removing the obstructions by which the passage through them is impeded: And whereas an Officer has been specially appointed to conduct the operations requisite for the above purpose, and generally to consider and give effect to the measures necessary for facilitating the Navigation of the Rivers above mentioned: And whereas the arrangements in question have occasioned and must necessarily occasion a considerable annual expense, to defray which it is reasonable and proper that a moderate Toll should be levied on all boats, timbers and the like, passing through the said streams: And whereas it is necessary to make provisions for the collection of the toll in such manner, as with reference to the varying circumstances of the rivers in question, may from time to time appear best calculated to secure the public convenience: And whereas it is expedient to vest the officer aforesaid, and other officers exercising similar functions, with such powers and authority as may enable him promptly to remove all trees, timbers, sunken boats, or the like, by which the navigation of the rivers and streams aforesaid, and other navigable rivers and streams, may be or be likely to be impeded, to prevent all artificial impediments, and so to guard against all accidental causes of obstruction, as best to provide

Preamble.



provide for the convenience and safety of all persons passing through the said streams; the following Rules have been enacted to be in force from the date of their promulgation.

Regulation IV. 1813, rescinded.

II. *First.*—Regulation IV. of 1813, is hereby rescinded.

Tolls at specified rates to be levied by an Officer of Government, under the control of the Board of Revenue, on all boats, timbers, rafts, floats, &c. passing through the Bhagaruttee, Jellinghee, Issamutty, Matabhanganah, and Choornee Rivers.

*Second.*—Tolls, at the rates specified in the Schedule N° 1, annexed to this Regulation, shall be levied on all boats, timbers, bamboos, rafts, floats, and the like, passing through or within the rivers mentioned in the preamble, at such stations or places as the Governor General may by an order in council from time to time direct. The said tolls shall be levied by such officer or officers as the Governor General in Council may appoint to collect the same; and the officer or officers so appointed shall act under the immediate controul and direction of the Board of Revenue for the Lower Provinces.

Collectors of Tolls to be assisted by establishments of Native Officers, and to exercise powers similar to the Collectors of Land Revenue in the appointment, removal and punishment of their subordinate Officers.

III. The Collectors of Tolls shall be assisted by such an establishment of native officers as the Government may deem necessary, and in regard to the nomination, appointment, removal or punishment of such officers, the Collectors shall be guided by the provisions of the existing Regulations which define the authority to be exercised in these matters by the Collectors of the Land Revenue; and all rules contained in the existing Regulations applicable to officers entrusted with the charge of public money or records, shall be held to be applicable to the subordinate officers on the Collector's establishment who may be so entrusted.

Tolls to be levied on all boats entering or returning by the rivers specified, and whether laden with imported or exported goods.

IV. The said tolls shall be levied on all boats, whether entering into or returning by the aforesaid rivers, and whether freighted with articles to be imported or exported.

Rule to be observed in determining the tonnage of boats, &c. on which the authorized Tolls are to be levied.

V. In order to obviate the delay which must be created, if boats liable to tolls, varying according to their burthen, were detained for the purpose of minutely ascertaining their exact capacity, the following rule for determining the tonnage according to which the authorized tolls are to be levied, has been prescribed, and is henceforward to be observed.

Boats not exceeding 50 maunds to be rated as 25 maunds burthen, and pay toll accordingly.

*First.*—Boats of a burthen not exceeding 50 maunds, shall be rated as of 25 maunds burthen, and shall pay the toll appointed for boats of 25 maunds tonnage.

Boats above 50 and not exceeding 75 maunds to be rated at 50, and pay the prescribed toll.

*Secondly.*—Boats of a burthen above 50 maunds, and not exceeding 75 maunds, shall be rated as of 50 maunds burthen, and shall pay the toll appointed for boats of 50 maunds.

Boats above 75 and not exceeding 100 maunds to pay toll for 75 maunds, and so on progressively. On the Tonnage exceeding 50 maunds; the allowance to extend to 50 maunds; and on boats of above

*Thirdly.*—Boats of a burthen above 75 maunds, and not exceeding 100 maunds, shall be rated as of 75 maunds burthen, and pay the toll appointed for boats of 75 maunds, and so on until the tonnage shall exceed 500 maunds, when the allowance shall extend to 50 maunds; and on boats exceeding 1,000 maunds in burthen, the toll chargeable on any portion of 100 maunds shall be relinquished in the manner shown in the Schedule N° 2, annexed to this Regulation.

1,000 maunds, the toll on 100 maunds to be relinquished.

No fleet of boats or rafts to float at one time more than 20 timbers through any of the rivers specifically named.

VI. *First.*—No fleet of boats or rafts carrying or floating wood or timbers, exceeding twenty in number, shall pass or enter at one and the same time into, through, or within the aforesaid rivers.

Nor more than twelve timbers by a single boat or raft.

*Second.*—No boat or raft carrying or floating a greater number than twelve timbers, shall at any time be permitted to pass into or through the aforesaid rivers; Provided also, that it shall not be lawful for any boat or raft carrying or floating more than six timbers to enter the aforesaid rivers, between the 1st of December and the 1st of July.

Nor more than six timbers between the 1st December and 1st July.

Penalty for infringing any of the above rules.

*Third.*—For every timber which shall be floated, or carried into or through the aforesaid rivers, in violation of any of the rules or restrictions herein appointed, the owner thereof shall forfeit to the Government the sum of ten rupees each timber, besides being subjected to the payment of the prescribed toll on the same; and it shall and may be lawful for the Collector to detain and distrain such a number of boats, timbers, rafts, bamboos, floats, and the like, or such a portion of their freight, until the sum due, whether on account of toll or penalty, or both, shall have

Collector empowered in certain cases to detain boats, rafts, &c. until the toll or penalty demandable

have been liquidated, as he (the Collector) shall or may judge sufficient to defray the amount tolls or penalties demandable; and further, the Collector shall require the person in charge of the said boats, timbers, rafts, bamboos and floats, and the like, to make arrangements for the transit of the same, in conformity with the rules and the restrictions contained in this Regulation, and shall detain them for that purpose, until those arrangements will have been made.

thereon shall have been liquidated.

*Fourth.*—Whenever any boats, timbers, rafts, bamboos and floats, and the like, are detained for any of the reasons above stated, the Collector shall without delay make a full report of the circumstance to the Board of Revenue, and shall immediately publish a proclamation, appointing a day for the sale of the articles liable to sale, not being less than fifteen days from the date on which the proclamation may be promulgated: but no sale shall be held, until the authority and sanction of the Board of Revenue for the same shall have been previously obtained; and if it be in any case necessary to postpone the day of sale, the Collector is authorized to do so, provided that not less than fifteen days notice of the time appointed shall invariably be given.

Collector in such cases to report to the Board of Revenue and notify the sale of the articles by proclamation after an interval of 15 days.

No sale to take place until authorized by the Board of Revenue.

VII. If any person shall attempt to pass free of toll any boat, raft, timber, bamboo, float or the like, after having been boarded by the Collector's toll or chokey-boat, such boat, timber, raft, bamboo, float and the like, shall be liable to detention, until a penalty of ten times the amount of the toll leviable shall have been paid, or shall have been levied by the summary process provided for in the preceding Clause.

Penalty for attempting to pass boats, &c. free of toll after having been boarded by the Collector's toll boat.

VIII. *First.*—An officer having been appointed by Government, under the designation of Supervisor, to superintend the operations and works necessary to be undertaken and executed for the prevention and removal of all obstructions, by which the free and safe navigation of the rivers specified in the preamble of this Regulation are or may be impeded, the following rules are enacted for the purpose of defining the duties and powers of the said Supervisor, and the same rules shall apply to any other officer or officers who may be appointed to perform similar duties on any of the said rivers, or on any other navigable rivers or streams, within the provinces subordinate to this Presidency. Provided also, that it shall be competent to the Governor General in Council, by an order in council, to vest the supervision of the said rivers, or such portion of them as may seem fit, in any of the Collectors hereinbefore mentioned, or in any other officer whom he may judge it expedient to appoint.

Rules for defining the duties and powers to be exercised by the Supervisor of Rivers.

Proviso for investing Collectors with similar powers.

*Second.*—The Supervisor shall ordinarily act under the orders and directions of the Board of Revenue for the Lower Provinces, but it shall be competent to the Governor General in Council, by an order in council, to vest the control over him in any other board, committee, officer or officers, as may from time to time appear to be expedient.

Supervisor to act under orders from the Board of Revenue for the Lower Provinces, unless otherwise directed by Government.

*Third.*—The Supervisor shall be competent, under the provisions hereafter detailed, to cut down and remove any tree or trees, which may have fallen or be likely to fall into the said rivers, to remove sunken boats, or rafts of timber or of bamboos, and other nuisances or obstructions to navigation, of whatever denomination, together with all bandells or other contrivances for fishing, which may tend to obstruct or hinder the navigation of the same, whenever he shall be fully satisfied, after due local inquiry, that the continuance of such tree or trees, sunken boats, or rafts of timber, or bamboos or bandells, or the like, are or are likely to be seriously prejudicial to the free and safe navigation of the aforesaid rivers.

And empowered to cut down and remove trees, sunken boats, rafts of timber, and other obstructions to the navigation of the rivers.

*Fourth.*—All trees, or other things, which shall have fallen, or may hereafter fall into any of the rivers or streams mentioned in the preamble of this Regulation, or into any other navigable river or stream, so as to endanger or materially impede the navigation thereof, shall be removed as soon as possible by the Supervisor or other officer empowered by Government in that behalf; and the Supervisor, or other officer aforesaid, is hereby authorized to hew, split, demolish, destroy, or otherwise dispose of all such trees or other things in such manner as the Board of Revenue, or other controlling authority may direct.

How such trees, &c. are to be disposed of.

*Fifth.*—In all other cases where it may appear to be necessary to remove any tree, or other obstruction of the nature specified in the second Clause of this Section, excepting as hereinafter excepted, it shall be the duty of the Supervisor or

Cases in which before the removal of trees, &c. the Supervisor is to serve the Proprietor with a

notice, or to require the removal by a notification.

other officer aforesaid, in the first instance, to endeavour to ascertain the owner of the tree or other thing which he may propose to remove as aforesaid, and to cause notice to be served on him, requiring the removal of the same within a reasonable period to be specified in the notice. If the owner aforesaid shall be absent or unknown, a notification to the above effect shall be stuck in some conspicuous place in the nearest village.

Owners neglecting to remove trees, &c. after due notice given, the same to be removed and disposed of by the Supervisor.

*Sixth.*—If, after notice has been given as aforesaid, the owner of the tree or other thing required to be removed shall not remove the same within the period fixed by the Supervisor, it shall be competent to that officer to cause its removal at the public expense, or in cases which such an arrangement shall appear advisable, to dispose of it by public sale, subject to the condition of its being removed, and with such further stipulations as may be deemed proper.

Supervisor may remove trees, &c. in cases of emergency without giving previous notice.

*Seventh.*—In cases of emergency, wherein it may appear to the Supervisor or other officer aforesaid, that any delay in removing the tree or other thing to be removed, would be attended with serious risk or inconvenience, it shall be competent to him to cause the same to be forthwith removed, without any previous notice as above directed. Provided, however, that in such cases if the thing to be removed be other than a tree actually fallen into the stream, the Supervisor or other officer aforesaid, shall as soon as possible cause intimation to be given to the owner, or (he being absent or unknown) a notification to be stuck up in the nearest village; and he shall at the same time make an immediate and full report of the case to the Board of Revenue, or other controlling authority.

Proviso as to the mode of proceeding in such occasions.

Provision under which buildings, trees, &c. contiguous to rivers may be purchased on account of Government.

*Eighth.*—Provided further, that whenever it may appear necessary for the safety and convenience of the community, that any buildings, trees, or other property on or in the vicinity of a navigable river or stream, though not likely to fall into the stream, should be removed or appropriated to the public use, it shall be competent to the Governor General in Council to direct the same to be taken and purchased on account of Government, under the rules contained in Regulation I. 1824.

The proceeds of boats, trees, &c. sold under Clause IV. Section VIII. to be paid to the owner.

*IX. First.*—Whenever any tree, boat, timber, or other thing obstructing or likely to obstruct the navigation of any of the rivers or streams specified in the preamble of this Regulation, or of any other navigable river or stream, may be sold subject to the condition of its being removed, under the provision contained in Clause IV. Section VIII. of this Regulation, the net produce of the same shall be paid to the owner.

Or the owner may receive such boats, trees, &c. on paying salvage to the Supervisor within such period as the Board of Revenue may fix.

*Second.*—When any of the things aforesaid shall be removed, or recovered by, or under the orders of the Supervisor, or other officer duly empowered in that behalf, under the provisions of the said Clause and Section, then if the owner shall pay to the Supervisor, or officer aforesaid, within a period to be fixed by the Board of Revenue, or other controlling authority, the expense incurred in the removal or recovery thereof, with such a charge for salvage as the Board, or other authority aforesaid may adjudge, the same shall be given up to the owner or his authorized agent. Provided also, that whenever, after due notice for such a period as the Board of Revenue may have directed, no person shall within the period appointed tender reimbursement of the charge incurred in the recovery of property rescued, together with the amount of salvage which the Board of Revenue may adjudge, the Supervisor shall be authorized to sell such property at public sale, and to defray out of the proceeds the expense incurred in the recovery of the same, with the salvage adjudged as aforesaid: the surplus to be deposited for the benefit of the owner in such treasury as the Board of Revenue may direct.

Proviso empowering the Supervisor to sell the property, in case reimbursement be not made.

All bandells, or contrivances for fishing, tending to obstruct the free navigation of rivers, prohibited.

*X.* No bandells or contrivances for fishing, or for any other purposes which may tend to obstruct the free navigation of the rivers and streams referred to in this Regulation, or other navigable rivers and streams, for the supervision of which the Governor General in Council may deem it necessary to provide, shall be allowed or permitted. Whenever the Supervisor, with the approval of the Board of Revenue, or other controlling authority, shall have removed any bandell or other contrivance for fishing, which may have been fixed or sunk at any place in the said rivers, to the obstruction of navigation, or shall have prohibited the fixing or sinking of any obstruction within any specified limits, then if any person shall replace the bandells or other contrivances removed as aforesaid, or shall sink or fix any such in opposition to the prohibition of the Supervisor, the bandells or other contrivances for fishing so replaced

Supervisor how to proceed on the removal of, or prohibiting the fixing of bandells, &c.

Punishment in case of opposition to the Supervisor's orders.

replaced, or fixed or sunk, shall be destroyed, and the party offending shall be liable to such punishment, not exceeding a fine of fifty rupees, or, in default of payment, imprisonment without irons in the debtor's gaol for one month, as the Magistrate of the district may judge adequate to the offence: Provided, however, that if the offender shall have used violence, or been guilty of any breach of the peace, he shall on conviction, besides any further punishment to which he may be subject under the general laws and regulations, be liable to imprisonment in the criminal gaol, with hard labour for a period not exceeding three months, and shall be required, at the discretion of the Magistrate, to furnish adequate security for keeping the peace.

Further punishment in cases where offenders have committed violence, or have been guilty of breaking the peace.

XI. *First.*—Any person who may by force or threats prevent the Collector, Supervisor, or any of his or their officers from fulfilling the duties assigned to them by this Regulation, or who may forcibly resist them in the execution of those duties, or who may advise or encourage such resistance, shall be liable on conviction before the Foujdaree Court of the district or city, to the penalties prescribed for the offence of resisting the process of a Magistrate. Parties so offending shall further be liable in the event of an affray, or other breach of the peace occurring in consequence of their resistance, to be punished under the general rules applicable to such cases.

Punishment to which persons are declared liable for opposing or resisting the Collector or Supervisor, or preventing them or any of their Officers from fulfilling the duties assigned to them.

*Second.*—If the Collector, Supervisor, or other officer aforesaid, shall in any case have reason to apprehend forcible resistance, he shall apply to the nearest darogah to aid him in the execution of his duty, and all darogahs, or other officers in charge of thannahs or chokees, shall on such requisition being made, or its appearing to be otherwise necessary, immediately afford the requisite assistance, under pain of dismissal from office, and such fine, not exceeding two hundred rupees, as the Magistrate may adjudge; commutable if not paid to imprisonment in the dewanee gaol for a period not exceeding three months. Provided also, that if any zemindar, talookdar or other proprietor, farmer of land, or the naib gomashtah, or other local agent, if such proprietor or farmer shall wilfully permit any one to resist the Collector, Supervisor, or other officers aforesaid, within the village or lands occupied or managed by him, such zemindar or other person aforesaid shall be liable on conviction before the Magistrate, to a fine not exceeding two hundred rupees, commutable as aforesaid.

Collector or Supervisor how to proceed in cases when forcible resistance is apprehended.

Proviso as to the punishment to which proprietors and farmers of land are liable for conniving at resistance to the Collector, &c.

XII. The Collector, Supervisor, and their native officers, duly authorized by him, shall be authorized to arrest and deliver over to the nearest police darogah, or other police officer authorized to receive criminal complaints, any person or persons guilty of any of the offences stated in the two preceding Sections of this Regulation, for the purpose of their being forwarded to the Magistrate: and all police officers aforesaid are hereby required, subject to the provisions hereinafter specified, to receive and safely to forward to the Magistrate of the jurisdiction, within twenty-four hours, all offenders so delivered over. Provided always, that the Supervisor or his officers shall give at the same time a written requisition to that effect, duly attested and dated, specifying the name of the offender, the nature of the offence, and engaging that a full report shall be transmitted to the Magistrate, and that all other necessary measures for the conduct of the prosecution shall be taken within ten days from the date on which the offender or offenders shall have been apprehended. Provided also, that in such cases, if the party accused shall tender sufficient bail for appearance before the Magistrate, and shall not have been guilty of any offence which by the general Regulations is not bailable, the darogah or other officer aforesaid shall accept the bail and release the party.

Collector or Supervisor, &c. empowered to seize and deliver over to the Police Officers all offenders described in the two preceding Sections.

Supervisor, &c. to give a written statement descriptive of the offence and the offender, and to engage to furnish the Magistrate with a full report on the case.

Proviso for admitting the accused to bail if the offence charged be of a bailable nature.

XIII. No person shall be detained in custody by a Magistrate under the provisions of Section XII. of this Regulation, beyond the period of ten days, if during that period the Supervisor shall not have preferred his complaint, and pursued the necessary measures for the furtherance of the prosecution in the prescribed manner.

Magistrates not to detain persons in custody beyond ten days, if the Supervisor has not previously followed up his complaint in the prescribed manner.

XIV. Any individual who may consider himself aggrieved or injured by any order of the Board, or by any act of the Supervisor, or by his people, in the execution of their public duty under the authority vested in them by this Regulation, shall be at liberty to institute a suit against one, or either, or all of them, in the Dewanny Adawlut of the city or district in which the imputed injury shall have occurred; and in all such cases the Judge of the city or district shall forward such petition or plaint to the Board of Revenue, or other controlling authority, who, together with the Zillah and

Persons conceiving themselves aggrieved by any order of the Board, or by any act of the Supervisor, &c. allowed the option of instituting a suit in the Dewanny Adawlut against one or all of the authorities.

Judge, how to proceed in such cases.

Proviso against the receipt of suits where the Supervisor, &c. may not have exceeded his authority.

Further proviso in cases where valuable trees are cut down without reasonable cause.

Plaintiff to be nonsuited with costs, if it be proved that the Collector or Supervisor has tendered adequate indemnification.

The Supervisor authorized to employ the Vakeel of Government in the conduct of all criminal prosecutions and civil actions instituted under the provisions of this Regulation.

Stamp paper in such cases to be supplied on the Supervisor's application.

City Judges, are hereby required in the conduct of such cases to conform to the rules and provisions contained in Regulation II. of 1814. Provided, however, that if the Supervisor or other officer shall not have exceeded the power and license vested in him by this regulation, no suit or plea shall be entertained by any of the Courts of Justice, on the ground that the removal of any tree, boat, timber, raft, bamboo, float, or other thing of the description specified in Clause second, Section VIII. of this Regulation, was not necessary for the furtherance of the free navigation of the rivers herein mentioned, save and except in cases wherein valuable trees may have been cut down; and it shall be proved after sufficient experience, that there was not any reasonable probability that the land on which they grew would be carried into the river, within the period of one year from the date of their being cut. Provided also, that if in any case the Collector, Supervisor, or other officer aforesaid, shall have tendered to the plaintiff an adequate indemnification, the sum so tendered shall be received by the Court for the plaintiff, who shall be nonsuited with costs.

XV. The Supervisor shall be entitled to direct the Vakeel of the Government to conduct all criminal prosecutions instituted by him, under the provisions of this Regulation, and to defend all civil actions authorized to be defended by the Board of Revenue, or other controlling authority; and the Collectors of Revenue are hereby authorized to supply the Vakeel of Government, on application from the Supervisor, with the stamp paper which may be required for the purposes aforesaid.

### SCHEDULE, N° 1.

SCHEDULE of TOLLS chargeable on all Boats, Timbers, Bamboos, Rafts and Floats, and the like, passing into or through the Rivers and Streams specified in the preceding Regulation.

1st.—Pinnaces of ten oars, and under that number	- - -	5 rupees each.
Ditto - - ditto - exceeding ten oars	- - -	8 ditto - ditto.
2d.—Budgerows of ten oars, and under that number	- - -	3 ditto - ditto.
Ditto - - ditto - exceeding ten oars	- - -	6 ditto - ditto.
3d.—Bauleahs, cutters, and boats for personal accommodation, not being of the description above specifically defined, and pulwars, paunsways, and baggage-boats	- - -	4 annas per oar.
4th.—Empty boats, and boats laden with bricks, tiles, or other earthen substance baked, or otherwise	- - -	2 annas per 100 maunds tonnage.
5th.—Boats laden with quick-lime (chunam), straw, fire-wood, gran-sticks, thatching grass, or such like	- - -	8 annas per 100 maunds tonnage.
6th.—Boats laden with grain, pulse, seed or vegetables of whatever description, and indigo seed	- - -	12 annas per 100 maunds tonnage.
7th.—Boats of burthen, freighted with timbers and bamboos, or with any article not included in the above enumeration	- - -	1 rupee per 100 maunds tonnage.
8th.—Timbers, whether chowkars or dhokars, if floated on rafts or otherwise, not being on boats	- - -	8 annas each timber.
Unwrought timbers, called ghole, if floated as above	- - -	5 annas each timber.
Rafts floating 200 bamboos, or less	- - -	8 annas.
Ditto - ditto, more than 200, but not more than 400	- - -	12 annas.
Ditto - ditto, more than 400, but not more than 1,000	- - -	5 rupees.
Ditto - ditto, more than 1,000	- - -	10 rupees.

SCHEDULE, N<sup>o</sup>. 2.

TABLE for Adjustment of TONNAGE and Rates of TOLLS.

TONNAGE, or Measurement of the Boat, in Maunds not exceeding	No. of MAUNDS upon which the Toll is leviable.	T O L L S.															
		At One Rupee per 100 Maunds.				At Twelve Annas per 100 Maunds.				At Eight Annas per 100 Maunds.				At Two Annas per 100 Maunds.			
		Sa.	Rs.	A.	P.	Sa.	Rs.	A.	P.	Sa.	Rs.	A.	P.	Sa.	Rs.	A.	P.
50	25	0	4	0	0	3	0	0	2	0	0	0	0	6			
75	50	0	8	0	0	6	0	0	4	0	0	0	1	0			
100	75	0	12	0	0	9	0	0	6	0	0	0	1	6			
125	100	1	0	0	0	12	0	0	8	0	0	0	2	0			
150	125	1	4	0	0	15	0	0	10	0	0	0	2	6			
175	150	1	8	0	1	2	0	0	12	0	0	0	3	0			
200	175	1	12	0	1	5	0	0	14	0	0	0	3	6			
225	200	2	0	0	1	8	0	1	0	0	0	0	4	0			
250	225	2	4	0	1	11	0	1	2	0	0	0	4	6			
275	250	2	8	0	1	14	0	1	4	0	0	0	5	0			
300	275	2	12	0	2	1	0	1	6	0	0	0	5	6			
325	300	3	0	0	2	4	0	1	8	0	0	0	6	0			
350	325	3	4	0	2	7	0	1	10	0	0	0	6	6			
375	350	3	8	0	2	10	0	1	12	0	0	0	7	0			
400	375	3	12	0	2	13	0	1	14	0	0	0	7	6			
425	400	4	0	0	3	0	0	2	0	0	0	0	8	0			
450	425	4	4	0	3	3	0	2	2	0	0	0	8	6			
475	450	4	8	0	3	6	0	2	4	0	0	0	9	0			
500	475	4	12	0	3	9	0	2	6	0	0	0	9	6			
550	500	5	0	0	3	12	0	2	8	0	0	0	10	0			
600	550	5	8	0	4	2	0	2	12	0	0	0	11	0			
650	600	6	0	0	4	8	0	3	0	0	0	0	12	0			
700	650	6	8	0	4	14	0	3	4	0	0	0	13	0			
750	700	7	0	0	5	4	0	3	8	0	0	0	14	0			
800	750	7	8	0	5	10	0	3	12	0	0	0	15	0			
850	800	8	0	0	6	0	0	4	0	0	0	1	0	0			
900	850	8	8	0	6	6	0	4	4	0	0	1	1	0			
950	900	9	0	0	6	12	0	4	8	0	0	1	2	0			
1,000	950	9	8	0	7	2	0	4	12	0	0	1	3	0			
1,100	1,000	10	0	0	7	8	0	5	0	0	0	1	4	0			
1,200	1,100	11	0	0	8	4	0	5	8	0	0	1	6	0			
1,300	1,200	12	0	0	9	0	0	6	0	0	0	1	8	0			
1,400	1,300	13	0	0	9	12	0	6	8	0	0	1	10	0			
1,500	1,400	14	0	0	10	8	0	7	0	0	0	1	12	0			
1,600	1,500	15	0	0	11	4	0	7	8	0	0	1	14	0			
1,700	1,600	16	0	0	12	0	0	8	0	0	0	2	0	0			
1,800	1,700	17	0	0	12	12	0	8	8	0	0	2	2	0			
1,900	1,800	18	0	0	13	8	0	9	0	0	0	2	4	0			
2,000	1,900	19	0	0	14	4	0	9	8	0	0	2	6	0			

## A. D. 1824 REGULATION IX.

**A REGULATION** to extend, with certain exceptions and conditions, the existing Settlement in the Conquered Provinces and in Bundelcund, for a further period of five years:—Passed by the Governor General in Council on the 1st July 1824; corresponding with the 19th Assar 1231 Bengal era; the 20th Assar 1231 Fussily; the 20th Assar 1231 Willaity; the 5th Assar 1881 Sumbut; and the 3d Zekaad 1239 Higeec.

**Preamble.**

WHEREAS the existing Settlement in the Conquered Provinces and in Bundelcund will expire with the ensuing Fuslee year 1232: And whereas, with certain exceptions, it appears to be expedient to extend the said settlement for a further term, in cases in which the settlement has been formed with Zemindars or other persons recorded as proprietors or possessors of a permanent interest in the Mehal for which they have engaged, or as the representatives of such persons: And whereas it appears also to be desirable to provide for the continuance of the engagements of Zemindars and other persons as aforesaid, subsequently to the expiration of the period specifically fixed for the same, until a careful revision of the settlement can be completed: And whereas it is desirable to make further provision for securing the improvement of the Country; the following Rules have been enacted, to be in force throughout the British territories immediately subject to the Government of the Presidency of Fort William, from the date of their promulgation.

The existing settlement in the Conquered Provinces and in Bundelcund, extended in certain cases for a further period of five years.

**II. First.**—The existing settlement in the Conquered Provinces and in Bundelcund (with the exceptions and subject to the provisions hereinafter stated,) shall be extended to a further period of five years, viz. for the years 1233 to 1237 Fuslee inclusive, in cases in which it may have been concluded with zemindars, lumberdars, or other persons recorded as the proprietors or possessors of a permanent interest in the mehal for which they may have engaged, or as the representatives of such persons.

Zemindars declining to continue their engagements for such period, to notify the same to the Revenue authorities on or before the 15th of October next; or failing to do so, declared responsible for the payment of the present jumma during the ensuing five years.

**Second.**—If any zemindars and other persons aforesaid shall be unwilling to continue their engagements for a further period of five years, on the terms specified in this Regulation, they shall notify the same to the Collector, or other officer exercising the powers of the Collector, to whom they may be subject, on or before the 15th October next. And all zemindars and other persons aforesaid who shall not make a notification to the effect and within the period above mentioned, shall be held, and are hereby declared to be responsible for the payment of the same revenue for each of the five years subsequent to the settlement now in force, viz. for the years 1233 to 1237 inclusive, as may be specified in their engagements for the year 1232 Fuslee. And in such cases no alteration shall be made in the jumma demandable by Government on account of the mehals hold by such persons (excepting as hereinafter excepted) until the expiration of the said period of five years.

The jumma in such cases to remain unaltered.

Collectors empowered to exclude certain Mehals from the operation of the above Rule, should any special reasons exist;

**Third.**—It shall be competent to Collectors, and other officers exercising the powers of Collectors, subject to the orders of the Board of Revenue, to which they may be subordinate, to exclude from the operation of the above rule any mehal or mehals, of which a revised settlement may have been made or be about to be made under the rules of Regulation VII. 1822, or in regard to which there may, in the judgment of these authorities, exist any special reasons for effecting an early re-settlement of the same; and in the case of mehals of the last description, it shall be competent to the Collectors, or other officers aforesaid, to make an immediate re-settlement of the same on the expiration of the existing leases, or to grant to the persons under engagements renewed leases for such further term (not exceeding five years) as the Board may direct. Provided, however, that in all cases in which it may be determined to adopt special measures as above, in regard to any mehal or mehals, the Collector, or other officer aforesaid, shall give notice of such determination, in writing, to the person under engagements for the same on or before the 1st March 1825. A perwannah delivered to or left at the usual residence of the malgoozar, or a notification stuck up, under orders of the Collector, in any conspicuous place within the mehal, shall be held to be sufficient notice for the above purpose.

and declared competent to form a re-settlement of such Mehals, or renew the leases of them for a further period.

Proviso as to notice to be given of such determination by Collectors.

*Fourth.*

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*Fourth.*—The above rules shall not be held to affect the terms of any engagements which may have been specifically entered into on account of any year or years subsequent to the general settlement now in force.

The above Rules not to affect engagements already entered into

*Fifth.*—Zemindars and other persons as aforesaid, whose engagements shall be continued for a further period of five years, as above provided, as well as all other persons who may hereafter enter into engagements as proprietors, or as the representatives of proprietors, shall, after the expiration of the leases so extended or granted, hold the mehals for which they may have engaged or may hereafter engage, and shall continue to be subject to the payment of the same annual jumma as may be chargeable on account of the last year of their lease, until the Collector, or other officer exercising the powers of Collector, shall effect a detailed revision of the settlement in the mode prescribed by Regulation VII. 1822, or shall be otherwise specially authorized by Government to make a fresh assessment. Provided also, that no zemindar or other malgoozar as aforesaid, shall be liable to pay on account of any year a higher jumma than that payable under the above rule, unless he shall have been apprised of the Board's approval of the new assessment on or before the month of Jeth preceding: nor shall any such zemindar, or other malgoozar be ousted from the management of any mehal for which he may be under engagements, without such notice, except by due course of law, on a decision in favour of the title of another party claiming the property of the same.

Zemindars, &c. whose engagements may be continued, allowed, after the expiration of such leases, to hold their lands at the same annual jumma, until the formation of a revised settlement.

III. With respect to estates which are at present let to farm, a settlement thereof shall be made on the expiration of the existing leases, for such a period as the Governor General in Council may direct: a preference shall be given to the zemindars, or other persons possessing a permanent property in the mehals, if willing to engage for the payment of the public revenue on reasonable terms. Provided also, that in cases wherein such mehals may be let in farm, the term of the lease granted to the farmers shall not, excepting as hereinafter excepted, exceed twelve years. The above rules shall likewise be applicable to estates now held khas: so in any case wherein the zemindars and other proprietors may refuse to continue their existing engagements on equitable terms, it shall be competent to the revenue authorities to let the lands in farm for such period (with the restriction herein specified) as the Governor General in Council shall appoint, or to assume the direct management of them, and to retain them under khas management during the period aforesaid, or such shorter period as may be judged proper. Provided also, that in cases wherein it shall appear that the zemindars have wilfully reduced the cultivation of their lands, or otherwise deteriorated the mehal under their engagements in their occupancy, it shall be competent to the revenue authorities to exclude persons so offending, and to let the lands in farm for a period of fifteen years. Leases for a like period may also be granted to zemindars and farmers in cases where, from special local circumstances, the measure may appear necessary with a view to the reclaiming of waste, the construction of works requisite for the extension of cultivation or otherwise, for the improvement of the country.

Proviso against the payment of a higher jumma by Zemindars, unless timely apprised.

Such persons declared not liable to be ousted from the management of their lands without notice given, except by due course of law.

Estates at present let in farm to be re-settled on the expiration of the existing leases, and Zemindars possessing a permanent property in the Mehals to have a preference.

Proviso, limiting such leases to twelve years. The above rules declared applicable to Estates held khas.

Rule of proceeding in cases where Zemindars, &c. may refuse to maintain their engagements.

Proviso for the exclusion of persons who may have wilfully deteriorated their lands, &c.

In such cases, and in others where special circumstances require it, leases may be granted for fifteen years.

IV. The rules contained in the third and following Sections of Regulation VII. 1822, with the modifications above provided for, and the necessary alteration of dates and periods, are and shall be held to be equally applicable to the Conquered Provinces and to Bundelcund as to the Ceded Provinces: Provided also, that such part of Clause third, Section IX. of that Regulation, as prescribes that engagements taken in the manner specified in that Clause shall be restricted to the term of five years, shall not be held applicable to leases granted to farmers in the cases specified in the foregoing Section; and that it shall be competent to the Board of Revenue, with the sanction of Government, to grant leases either to proprietors or farmers for any period not exceeding fifteen years, whenever special circumstances shall, in their judgment, render it expedient to do so, as well in the Ceded as in the Conquered Provinces.

Rules contained in the third and following Sections of Regulation VII. 1822, with the foregoing modifications, declared equally applicable to the Conquered Provinces and to Bundelcund.

Proviso, limiting in certain cases, the application of part of Clause 3d, Section IX. of that Regulation.



## A. D. 1824. REGULATION X.

**A REGULATION** for modifying and amending the Rules at present in force, in regard to the pardon of Persons charged with or suspected of Criminal Offences:—Passed by the Governor General in Council on the 8th July 1824, corresponding with the 26th Assar 1231 Bengal era; the 27th Assar 1231 Fusly; the 27th Assar 1231 Willaity; the 12th Assar 1881 Sumbut; and the 10th Zekaad 1239 Higeree.

**Preamble.**

WHEREAS there appears reason to believe that the administration of criminal justice will be improved by extending the powers of the Magistrates, joint Magistrates, and Superintendents of Police, in regard to the offer of conditional pardons to accomplices or accessaries with the view of discovering the principal offenders; of prosecuting criminals to conviction, and of recovering stolen property. The following Rules have been enacted to be in force from the date of their promulgation throughout the provinces subject to the Presidency of Fort William.

**Rules rescinded.**

II. Section V. Regulation XIV. 1810, and Section IX. Regulation I. 1811, are hereby rescinded.

Magistrates and Joint Magistrates empowered to tender a pardon to accomplices in certain crimes.

III. *First.*—In cases of murder, gang robbery, highway robbery, murder by thugs, coining and forgery, as well as in cases of burglary and theft, attended with circumstances of aggravation, the Zillah and City Magistrates, and joint Magistrates, are hereby empowered, without previous reference to any other authority, to tender a pardon to one or more persons (not being principals) supposed to have been directly or indirectly concerned in or privy to the offence, on condition of their making a full, true and fair disclosure of the whole of the circumstances within their knowledge, relative to the crime committed, and the persons concerned in the preparation thereof, or of their pointing out (in cases of robbery, burglary and theft) the mode in which the stolen property may have been disposed of.

Such persons to be examined without oath.

*Second.*—Persons to whom pardons may be tendered under the provisions contained in the preceding Clause, shall be examined without oath.

Motives for tendering pardon to be recorded, and a copy of the proceeding to be sent to the Superintendent of Police.

*Third.*—In any case in which a Magistrate or joint Magistrate may exercise the powers vested in him by the provisions of this Section, it shall be incumbent on such Magistrate or joint Magistrate to record on his proceedings, either in the English or Persian language, the considerations which may have induced him to deem such course of procedure advisable, and a copy of the proceeding shall be immediately transmitted by him to the Superintendent of Police, for the information of that officer.

When the tender of such pardon may be desirable, with a view to obtain the evidence of an accomplice, the previous sanction of the Superintendent of Police necessary.

*Fourth.*—If the Magistrate or joint Magistrate should consider it desirable that a pardon should be tendered to any accomplice or accessary in a crime of the description specified in the preceding Section, with a view to obtain the evidence of such accomplice or accessary in the trial of the other offender or offenders, the Magistrate or joint Magistrate shall apply to the Superintendent of Police for his sanction to the measure.

Copy of the examination without oath of the accomplice to be transmitted to the Superintendent of Police.

*Fifth.*—In such cases the individual in question shall in the first instance be examined by the Magistrate or joint Magistrate, without putting him on his oath, and a copy of the examination and of the proceedings holden in the case, shall be transmitted to the Superintendent of Police, who, after considering the proceedings of the Magistrate or joint Magistrate, will determine on the propriety of complying with the application.

Caution to be observed on such occasions by Magistrates, Joint Magistrates, and Superintendents of Police.

IV. *First.*—The Superintendents of Police, and the Magistrates and joint Magistrates, will be cautious not to tender pardons to principal offenders, and in no case to make the offer to accomplices or accessaries without a reasonable prospect of recovering the property plundered through the means of the person or persons to whom a conditional tender of pardon may be made, or of thereby securing the apprehension and conviction of the principal offenders by whom the crime may have been perpetrated, or of the receivers of the stolen property.

The offer of a pardon not to be sanctioned in certain cases.

*Second.*—In cases in which there may appear no prospect of obtaining other evidence than the deposition of an accomplice or accessary, the Superintendent of Police will refuse his sanction to the offer of a pardon.

*Third.*

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*Third.*—It shall be the duty of the Superintendents of Police to bring to the notice of the Court of Nizamut Adawlut, all instances that may come to their knowledge of the injudicious or improper exercise of the powers vested in the Magistrates and joint Magistrates by this Regulation.

Improper exercise of the power conferred on Magistrates and Joint Magistrates, to be reported by the Superintendents of Police.

*V. First.*—It shall be competent to a Judge of Circuit at the time of holding the Sessions, or to the Nizamut Adawlut, if the final sentence should be passed by the latter Court, to direct the commitment of any person to whom a pardon may have been offered under the provisions of this Regulation, should it appear on evidence that such person has not conformed to the condition under which the pardon was tendered, either by wilfully concealing any thing essential, or by giving false evidence or information with a view to the conviction of an innocent person or persons.

Judge of Circuit or Nizamut Adawlut competent to direct the commitment of a person to whom pardon may have been tendered, if he shall not fulfil the conditions of the tender.

*Second.*—In like manner it shall be competent to a Judge of Circuit, or to the Court of Nizamut Adawlut, at the time of trial, to instruct the Magistrate or joint Magistrate to tender a pardon to any accomplice or accessory with the view of obtaining his evidence on oath as a witness on the trial.

Or to direct the Magistrate or Joint Magistrate to tender a pardon when they may judge it necessary.

*Third.*—It shall be competent to the Court of Nizamut Adawlut to revise the proceedings of the Magistrates and joint Magistrates, and Superintendents of Police, in any case in which a pardon may have been tendered to an accomplice or accessory, and to annul the orders passed on such proceedings, should it appear to the Superior Court that a pardon has been granted on insufficient grounds.

Nizamut Adawlut may revise proceedings and annul the orders of Magistrates, Joint Magistrates and Superintendents of police, when a pardon may have been improperly tendered.

*VI.*—The powers granted by this Regulation to Magistrates and joint Magistrates, are hereby declared not to extend to the assistants to the Magistrates.

on Magistrates and Joint Magistrates under this Regulation. Assistants to Magistrates not to exercise the powers conferred

## A. D. 1824. REGULATION XI.

A REGULATION for empowering the Zillah and City Judges and Magistrates to depute their Registers or Assistants, for the purpose of making local investigations in certain cases :—Passed by the Governor General in Council on the 15th July 1824, corresponding with the 1st Sawun 1231 Bengal era ; the 4th Sawun 1231 Fussily ; the 2d Sawun 1231 Willaity ; the 4th Sawun 1881 Sumbut ; and 17th Zekaad 1239 Higeree.

BY the Second Clause of Section X. Regulation II. 1821, the Judges and Registers of the Zillah and City Courts are empowered to hold their proceedings in summary suits regarding rent, or dispossession from land or crops, at any place within the jurisdiction of the Courts to which they may be respectively attached. But no general power has been vested in the Zillah and City Judges and Magistrates to depute their Registers, or Assistants, for the purpose of making local investigations when such deputations may appear expedient ; nor do the existing Regulations contain any provision for the payment of the expense incurred in such deputations, whether by the parties or by Government. The following Rules have therefore been enacted to provide for such cases ; to be in force as soon as promulgated throughout the territories subject to the Presidency of Fort William.

Preamble.

II. Whenever it may appear advisable to a Zillah or City Judge or Magistrate, to depute his Register, Assistant, or any European officer acting under his authority, being a covenanted servant of the Company, to make a local investigation within the limits of his jurisdiction, for the purpose of speedily and satisfactorily determining a boundary dispute, or contested right of possession, or for the prompt and impartial adjustment of any matter connected with a depending civil suit, or subject of inquiry in the Foujdarry Court, which, from the circumstances of the case, may appear to require the deputation of an European officer, instead of a native aumeen, or the employment of the local moonsiff or police officer, it shall be competent to the Zillah or City Judge or Magistrate to order such deputation, and to furnish the officer so deputed with such instructions as may appear necessary

Judges and Magistrates empowered to depute their Registers or Assistants to conduct investigations within their respective jurisdictions regarding boundary disputes, &c. ;

and to furnish them with suitable instructions.

for his guidance in making the local investigation committed to him; provided that such instructions be not in any respect inconsistent with the general Regulations in force.

Judges and Magistrates may determine what proportion of deputation charges shall be paid by the respective parties.

III. Whenever the deputation of an European officer, as authorized by the preceding Section, may be ordered, at the request of a party in a civil suit, or for the purpose of inquiring into any local question of private right between two or more individuals, relative to a case depending in the Dewanny or Foujdarry Court, it shall be at the discretion of the Judge or Magistrate by whom the deputation may be ordered, or who may determine the case to which it relates, to declare the whole or any part of the usual deputation allowance receivable by the officer so deputed, as well as every other authorized and necessary expense attending the local inquiry, to be payable by the party against whom the case may be adjudged, or proportionally by each of the parties, if this appear just on due consideration of all the circumstances of the case; provided that if in any instance the Judge or Magistrate shall be of opinion that it would not be proper, from indigence or other cause, to render the parties, or either of them, answerable for the whole or any part of the deputation allowance receivable by the European officer deputed, he shall be authorized to discharge the same (subject to the usual audit) on the part of Government.

All deputations to be reported to the Secretary to Government in the Judicial Department.

IV. All deputations of a Register, Assistant, or other European officer, which may be ordered by any Judge or Magistrate under this Regulation, shall be immediately reported, with a statement of the circumstances of the case, to the Secretary to Government in the Judicial Department, to whom also the return of the officer so deputed shall be reported immediately on his return to his station.

Similar Reports, together with the Judge or Magistrate's proceeding, to be communicated to the Provincial Court of the Division;

who may revoke the deputation if it shall be deemed an unnecessary or inexpedient measure.

In such cases the Court's Proceedings to be transmitted to the Sudder Dewanny or Nizamut Adawlut for final orders.

Judges and Magistrates to depute their Registers only in cases of urgency.

The parties concerned, or their authorized Agent, and not the established pleaders of the Register's Court, to attend the Register in making local investigations.

V. A report of the deputation of any European officer under the provisions of this Regulation, shall also, in every instance, be made without delay to the Provincial Court of Appeal, or Circuit for the Division (according to the department in which the deputation may have been ordered), together with a copy of the proceeding of the Judge or Magistrate directing the deputation; and if in any instance the reasons stated for the deputation shall not appear sufficient, and the Provincial Court (after calling for any further information that may be required) shall deem the deputation unnecessary, or inexpedient, it shall be competent to the Provincial Court of Appeal or Circuit to revoke the same; transmitting at the same time a copy of the orders issued by them, with the proceedings and papers connected therewith, for the information of the Court of Sudder Dewanny, or Nizamut Adawlut, (according to the department in which the proceedings may have been held) who will issue such final orders in the case as they may deem just and proper.

VI. The Judges of the Zillah and City Courts are enjoined to observe the greatest caution in deputing their Registers, under the discretion vested in them by this Regulation, with a view to obviate the public inconvenience that must arise from any continued absence of the Register from his proper Court. Such deputations should not therefore be made, except in cases of urgency, and for a short period; nor shall the established pleaders of the Register's Court be required to attend the local investigation committed to him on such occasions; but the parties shall be at liberty to attend the same in person, or by any authorized agent whom they may duly appoint to be present in their behalf.

#### A. D. 1824. REGULATION XII.

A REGULATION for reviving the Penalty formerly imposed on wilful Revenue Defaulters:—Passed by the Governor General in Council on the 22d July 1824, corresponding with the 8th Sawun 1231 Bengal era; the 11th Sawun 1231 Fusly; the 9th Sawun 1231 Willaity; the 11th Sawun 1881 Sumbut; and the 24th Zekaad 1239 Higeree.

Preamble.

WHEREAS many of the Zemindars of Bengal, Behar and Benares, notwithstanding the advantages derived by them from the permanent assessment of their estates,

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estates, wilfully neglect to pay their revenue according to their engagements, and causelessly withhold the public dues until their estates are put up to sale : And whereas much public inconvenience having been experienced from such default, it appears to be expedient to revive the Rule under which defaulters were liable, in addition to the prescribed interest, to a penalty at the rate of 12 per cent per annum on the arrears due from them respectively ; the following Rule is enacted to be in force from the date of the promulgation of this Regulation.

II. Clause first, Section XXVIII. Regulation V. 1812, is hereby rescinded, and the penalty prescribed by the provisions which were annulled by the said Clause, and which are now re-enacted, shall, when imposed by the Board of Revenue, be realized in the same manner as an arrear of revenue.

Clause First, Section XXVIII. Regulation V. 1812, rescinded, and the provisions which were annulled by that Clause, to be again in force.

A. D. 1824. REGULATION XIII.

A REGULATION for making further provisions relative to the office of Sudder Aumeen :—Passed by the Governor General in Council on the 22d July 1824, corresponding with the 8th Sawun 1231 Bengal era ; the 11th Sawun 1231 Fussily ; the 9th Sawun 1231 Willaity ; the 11th Sawun 1881 Sumbut ; and the 24th Zekaad 1239 Higeree.

WITH a view to the better administration of Civil Justice in suits referred for trial and decision to Sudder Aumeens, as well as for the more certain and adequate compensation of these officers in certain cases, it has been deemed expedient to discontinue the mode of paying them by the institution fee, or stamp duty substituted for it, in suits decided by them, or adjusted before them by Razeenamahs of the parties ; and to grant them a fixed allowance from Government, calculated to ensure a faithful discharge of duty, and afford them a liberal reward for their services ; it has, at the same time, appeared proper to render their services more available to the Judges of the Zillah and City Courts : the following Rules have accordingly been enacted, to be in force from the date of their promulgation throughout the territories subject to the Presidency of Fort William.

Preamble.

II. *First.*—Such parts of Regulation XXIII. 1814, and of Regulation II. 1821, or of any other Regulation in force, as authorize Sudder Aumeens to receive, as a compensation in original suits and appeals decided by them, or adjusted before them by Razeenamah, the amount of the institution fee, or stamp duty substituted for such fee, on the suits or appeals so decided or adjusted, are rescinded, and shall have no operation after the 30th day of April 1824.

Parts of Regulation XXIII. 1814, and Regulation II. 1821, rescinded.

*Second.*—From the 1st day of May 1824 the Sudder Aumeens shall, in lieu of the fee and compensation above mentioned, receive from Government such monthly allowances as may be fixed for them respectively, by the orders of the Governor General in Council.

Sudder Aumeens to receive monthly allowances in lieu of fees.

III. *First.*—Such parts of Section II. Regulation XXIII. 1814, and Section IV. Regulation III. 1817, or of any other Regulation in force, as restrict plaintiffs or appellants in original suits, or appeals adjusted by Razeenamah before Sudder Aumeens, from receiving back the whole or a portion of the institution fee paid by them, in pursuance of the general rules prescribed in the first and second Clauses of Section XI. Regulation XIII. 1810, for encouraging the adjustment of depending suits and appeals by Razeenamah, are hereby rescinded.

Parts of Section II. Regulation XXIII. 1814, and Section IV. Regulation III. 1817, rescinded.

*Second.*—In original suits, and appeals referred to Sudder Aumeens and adjusted by Razeenamah, after the 1st May 1824, if the Razeenamah be filed before the pleadings are completed and read, the full amount of the stamp duty paid on the institution of the suit or appeal, shall be returned to the party who may have paid the same, or to his legal representative ; or a moiety of the stamp duty so paid shall be returned, if the Razeenamah be filed after the pleadings have been completed and read.

Stamp Duties in original suits and appeals referred to Sudder Aumeens, how to be disposed of when such suits are adjusted by Razeenamah.

*Third.*—The several Sudder Aumeens are required to submit to the Judges and Registers, with whom they are respectively stationed, a monthly statement of the stamp

A monthly statement of stamp duty receivable by the parties

entitled thereto, to be furnished by the Sudder Aumeens.

stamp duty receivable by the parties entitled thereto under the above Clause; and the Judges, after ascertaining the correctness of such statements, will take the necessary measures for causing payment to the parties entitled thereto, in pursuance of Section XXV. Regulation XXVI. 1814.

Part of Section LXVIII. Regulation XXIII. 1814, and Section VI. Regulation XXVIII. 1814, rescinded.

IV. *First.*—So much of Section LXVIII. Regulation XXIII. 1814, Section VI. Regulation XXVIII. 1814, or of any other Regulation in force, as directs that no suits shall be referred for trial and decision to a Sudder Aumeen in which the plaintiff may have been admitted to sue *in forma pauperis*, is hereby rescinded.

The Judge may refer suits *in forma pauperis* to a Sudder Aumeen.

*Second.*—When a plaintiff may have been admitted by the Judge or Register of a Zillah or City Court, to institute his suit *in forma pauperis*, under the rules for paupers contained in Regulation XXVIII. 1814, and the suit may, in other respects, be referable to a Sudder Aumeen, it shall be competent to the Judge to refer the same for trial and decision by one of the Sudder Aumeens attached to the Zillah or City Court, or stationed with the Register in any other part of his jurisdiction; and the suit so referred shall be proceeded upon by the Sudder Aumeen as in other suits referred to him, subject to the provisions contained in Regulation XXVIII. 1814.

Certain Provisions in Regulation XXVIII. 1814, declared applicable to parties in appealed cases referred for trial to Sudder Aumeens.

*Third.*—The provisions in the Regulation above mentioned, respecting pauper defendants in original suits, as well as those respecting pauper appellants and respondents in appealed cases, shall likewise be considered applicable to defendants in original suits, and to appellants and respondents in appealed cases referred for trial to Sudder Aumeens; but no person shall be admitted by a Sudder Aumeen to prosecute or defend an original suit or appeal *in forma pauperis*, without the written order of the Zillah or City Judge, or of the Register with whom the Aumeen may be stationed, authorizing the admission of the party as a pauper under the provisions of Regulation XXVIII. 1814.

Exception.

Provision in Section V. of the same Regulation extended to Sudder Aumeens.

*Fourth.*—The Judges and Registers, who are empowered by Section V. of the Regulation above mentioned to employ an authorized officer of the Court in taking the examinations of parties and witnesses for the purposes therein specified, may, however, employ the Sudder Aumeens attached to their respective courts in taking such examinations, and generally in making the inquiries provided for by that Regulation; but no final order for the admission of a pauper shall be passed by a Sudder Aumeen, nor shall the commitment of pauper plaintiffs to close custody, in pursuance of Section XI. Regulation XXVIII. 1814, be carried into execution by a Sudder Aumeen, without the sanction of the Judge or Register, to whom it may belong to enforce the decision of the Aumeen in such cases.

But no final order to be passed for admission of a pauper suit without the sanction of the Judge or Register.

The whole of Clauses II. III. IV. V. and VI, of Section LXXVI. Regulation XXIII. 1814, still in force, except the 5th, which is hereby rescinded.

V. By the first Clause of Section LXXVI. Regulation XXIII. 1814, it is provided, that “in the trial of regular suits by the Zillah or City Judges, or in miscellaneous cases, whenever the adjustment of accounts regarding the execution of decrees and mercantile or revenue transactions, or the investigation of disputes between landlord and tenant, or of other special matters of account, fact or usage, may be requisite; and such adjustment or investigation, if conducted by the Judge himself, would occupy a larger portion of his time than could be conveniently devoted to it, the Judge is hereby authorized to direct any of the Sudder Aumeens under his jurisdiction to make such adjustment or investigation.” The second, third, fourth, fifth and sixth Clauses of the Section above mentioned contain further provisions relative to the cases therein stated; and the whole of these Clauses shall be still in force except the fifth, which, in consequence of the salary to be hereafter received by Sudder Aumeens from Government, is hereby rescinded; provided, however, that if any necessary expense be incurred in making the inquiries or adjustments referred to, it shall be competent to the Judge, on the completion of the inquiry or adjustment, to order payment of the amount of such necessary expense by one or both of the parties in the case, as may appear just and proper.

Proviso.

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A. D. 1824. REGULATION XIV.

**A REGULATION** for modifying the Rules in force for referring to the Collectors Summary Suits in cases of arrear or exaction of Rent :—Passed by the Governor General in Council on the 22d July 1824, corresponding with the 8th Sawun 1231 Bengal era; the 11th Sawun 1231 Fusly; the 9th Sawun 1231 Willaity; the 11th Sawun 1881 Sumbut; and the 24th Zakaad 1239 Higeree.

**THE** provisions contained in the Regulations now in force, empowering the Judges of the several Zillah and City Courts to refer to the Collectors for adjustment and report summary suits relating to arrears or exactions of rent, have been found insufficient to expedite the trial and adjudication of such suits; and it has in consequence become indispensable to the attainment of that object, that the Revenue Officers should be vested with authority to hear, investigate and determine, by a summary process, and subject to a regular suit in the Civil Court, all suits, claims, and demands of rent, arrears or exactions of rent, between landholders or farmers of land, and their under-tenants, or between any other persons concerned in the receipt and payment of the land rents, which may be referred to them for that purpose by the Judges of the Zillah and City Courts; the following Rules have been accordingly enacted, to be in force from their promulgation throughout the territories immediately subject to the Presidency of Fort William.

**II. First.**—Such parts of Regulations VII. 1799, V. 1800, XXVIII. 1803, V. 1812, VII. 1813, and XIX. 1817, or of any other Regulation in force, as direct or authorize the Judges of the Zillah and City Courts to refer summary suits relative to arrears or exactions of rent, or any summary suits within the provisions of the Regulations above noticed, to the Collectors of the land revenue, for adjustment and report, are hereby modified as follows :

**Second.**—Whenever the Judge of a Zillah or City Court, under the discretion vested in him by Section XIII. Regulation XIX. 1817, may consider it proper, with a view to the speedy trial and determination of any summary suit of the nature therein mentioned, to refer the same to the Collector of the district, he shall do so by a precept, requiring the Collector to investigate and decide the suit referred to him, and to report his decision within a limited period, or to assign reason at the expiration of such period, why the suit has not been decided, and what further time is requisite for bringing the same to a summary determination.

**Third.**—In the event of any considerable delay in the decision of a suit so referred to a Collector, it shall be competent to the Judge to recall the same, and to try the suit himself, or refer it to his Register.

**III.** It shall be competent to Collectors summarily to hear, investigate and determine any suits of the nature of those above specified, which may be referred to them by the Judges of the Zillah and City Courts, under the provision of the foregoing Section.

**IV.** In the trial and decision of such suits, the Collector shall be guided by the rules contained in this Regulation, and upon points to which these may not be applicable, by the rules prescribed for the guidance of the Civil Courts in the trial and decision of summary suits of the same description. The Collector shall also possess the same power as are vested in the Civil Courts for causing the attendance of parties and witnesses, and generally for all process which it may be necessary to issue in such suits; except the execution of decrees, respecting which the following rule is to be observed.

**V.** All decisions passed by the Collectors under the provisions of this Regulation, shall be notified, as soon as practicable, under the Collector's official seal and signature to the Judge of the Court by which the suit may have been referred: and the whole of the papers received, and proceedings held in the case, shall at the same time be transmitted to that Court, with a final return to the precept by which it was referred. In cases in which a specific sum shall have been adjudged to be due, or any costs or damages awarded, the Collector's award shall be executed by the Judge, under

under the usual process of the Civil Court, immediately on his receiving the Collector's return as directed; and generally whatever may be ordered by the summary judgment of the Collector, consistently with the Regulations, shall be carried into execution by the ordinary process of the Civil Court.

The parties are competent to appoint any Vakeel or Representative they may think proper.

The remuneration of such Vakeel to be adjusted between himself and constituent.

No other pleadings requisite than a plaint and answer.

Pleadings, &c. to be written on stamped paper of the value of eight annas.

No fees to be taken on the exhibits.

Collectors competent to determine such Suits in any part of the district, provided the proceedings be held in public.

A regular suit may notwithstanding be preferred in the Zillah or City Court.

VI. It shall be competent to the parties in all suits, the cognizance of which is hereby vested in the Collectors of Revenue, to employ any agent, vakeel or representative, whom they may think proper to appoint, to act and plead in their behalf, provided such agent, vakeel or representative, be duly empowered by the parties. The rate of remuneration to such agent or vakeel shall be left to be adjusted between himself and his constituent; but no greater sum shall be awarded on this account for costs payable by the party against whom the judgment may be passed, than what may be deemed by the Collector a fair equivalent for the attendance of such agent.

VII. No other pleadings shall be required from the parties in such suits than a plaint and answer; provided that if the parties should, at any time, wish to file an amended plaint, or an amended answer, or any explanatory motion, such subsidiary pleadings shall be received.

VIII. The mooktarnamas or vakalutnamas, and the pleadings and final decrees in such suits, shall be written on stamp paper of the value of eight annas, whatever may be the amount of the suit; and no fees shall be taken on exhibits tendered in the cause, or for the witnesses required by the parties, nor shall it be necessary for the parties to present a written motion on stamp paper for the filing of such exhibits, or for the summoning of such witnesses.

IX. It shall be competent to the Collectors to hear and determine such suits in whatever part of the district they may occasionally be, or reside, provided that every hearing and decision be in public cutcherry, or in some other place open to the public, and in the presence of the parties, or of their constituted agents or vakeels if in attendance.

X. Any person who may be dissatisfied with the summary judgment of a Collector passed under this Regulation, and may be desirous of a more full and formal investigation of the merits of the case, shall be at liberty to prefer a regular suit in the local Zillah or City Court; and on the institution of such suit, the proceedings held on the summary inquiry shall be filed on the record of the regular suit.

#### A. D. 1824. REGULATION XV.

A REGULATION for enabling the Magistrates and Joint Magistrates to take summary cognizance of cases of forcible dispossession from, or disturbance in the possession of Land or other Property, subject to a regular suit in the Civil Court:—Passed by the Governor General in Council on the 22d July 1824; corresponding with the 8th Sawun 1231 Bengal era; the 11th Sawun 1231 Fusly; the 9th Sawun 1231 Willaity; the 11th Sawun 1881 Sumbut; and the 24th Zekaad 1239 Higeree.

Preamble.

WHEREAS it appears desirable for the better maintenance of the public tranquillity, and with a view to prevent breaches of the peace, in cases of disputed boundaries or contested claims to the possession of lands, crops, wells, water-courses and other premises, that the summary investigation in such cases which is now made in the Courts of Dewanny Adawlut, should, under certain circumstances, be conducted in the Foujdarry Court, leaving the parties, if dissatisfied with the award of the Magistrate, to institute a regular suit in the Civil Court for the final determination of their rights: And whereas in some districts the Offices of Judge and Magistrate are now held by different persons under the provision made for that purpose in the Second Clause of Section II. Regulation XVI. 1810; and in such instances a reference from the Foujdarry to the Dewanny Court, as prescribed in the First Clause of Section V. Regulation VI. 1813, might not always ensure the prompt inquiry and decision which are essential to the object of the summary process therein provided for; the following Rules have been enacted, to be in force from the date of their promulgation throughout the provinces subject to the Presidency of Fort William.

II. The

II. The provisions of Regulation XLIX. 1793, Regulation XIV. 1795, Regulation XXXII. 1803 and Regulation VI. 1813, which relate to the summary investigation of cases of forcible dispossession from land and other property, or forcible disturbance in the possession thereof; are hereby declared subject to the following modifications :

Modification of certain rules relative to cases of forcible dispossession from land, &c.

III. Whenever it may appear to a Magistrate or a joint Magistrate, from the report of a police officer, or from any proceeding in the Foujdarry Court, that disputes exist concerning any lands or premises, or the right to water for purposes of irrigation, likely to terminate in a breach of the peace if not speedily adjusted, the Magistrate or joint Magistrate shall address purwannahs to the parties, calling on them to attend the Foujdarry Court in person or by vakeel, and to deliver a written statement of their possession, and to adduce proof of their having been dispossessed or disturbed in their possession by the adverse party, whereupon the Court, after an investigation of the statements and evidence of both parties, shall proceed to pass a summary decision on the merits of the case, and the party in whose favour judgment may be passed shall be maintained in possession until the award may be altered or reversed on the institution and decision of a regular suit in the Civil Court.

Magistrates and Joint Magistrates how to proceed when disputes likely to lead to a breach of the peace exist regarding the possession of land, &c.

Summary decisions to be passed subject to a regular suit in the Civil Court.

IV. The Magistrate by whom the summary investigation may be conducted in conformity with the preceding rule, shall, when he summons the parties to plead their respective claims, forward a copy of his proceedings to the Civil Court of the city or district wherein the dispute may have arisen, in order that no investigation of the same case may be entered upon in the Civil Court otherwise than on the institution of a regular suit; and in the event of a summary suit between the parties being at that time pending for trial in the Civil Court, the Judge or Register (as the case may be) shall forward the proceedings of the suit to the Magistrate for his consideration and orders.

Information to be furnished to the Civil Court.

V. It is intended by the provisions of this Regulation, that the right to possession should alone be determined summarily by the Foujdarry Courts, in order to secure the public peace. It shall not therefore be competent to the Magistrates to award damages in such cases; and all parties who may have claims to urge for loss of crops or injuries sustained from dispossession, shall be referred to the Civil Court for redress under the rules at present in force.

Magistrates and Joint Magistrates not authorized to award damages in such cases.

VI. It is hereby declared, that as the summary process authorized by this Regulation is subsidiary to a regular suit in the Zillah or Civil City Courts, no appeal shall be admissible against the judgments passed by the Zillah or City Magistrates, or joint Magistrates, unless the ground of appeal be the irrelevancy of the Regulation to the case appealed; on which ground only the Court of Circuit of the division is authorized to receive an appeal, if preferred at the sudder station of the Court within one month of the date of the summary decision, in pursuance of the general rule prescribed in Section V. Regulation III. 1821. The Court of Circuit, after receiving the appeal, and calling for the proceedings in the case, shall dismiss the same with costs, if the stated ground of irrelevancy shall not appear to be established. If on the other hand the provisions of this Regulation appear inapplicable to the case, the Court of Circuit shall reverse the irregular judgment given by the Magistrate or joint Magistrate, and pass such further orders thereupon as they may think just and proper, in pursuance of the Regulations in force, which may be applicable to the circumstances of the case.

No appeal from the summary decisions of Magistrates in such cases to be admitted, except on the ground that the case was not cognizable by the Magistrate under this Regulation.

The Court of Circuit how to proceed when such appeals may be preferred.

#### A. D. 1824. REGULATION XVI.

A REGULATION for rescinding and modifying certain parts of the existing Regulations relating to the Collection of Stamp Duties:—Passed by the Governor General in Council on the 18th November 1824, corresponding with the 4th Aughun 1231 Bengal era; the 12th Aughun 1232 Fusly; the 5th Aughun 1232 Willaity; the 13th Aughun 1881 Sumbut, and the 26th Rubee-ul-uwal 1240 Higeree.

WHEREAS it is the intention of Government, with a view to prevent the forgery of Stamped Paper, to cause Stamps of a high value, to be impressed on paper specially manufactured

Preamble.



manufactured in Europe for that purpose, and bearing in water-mark the device of the East India Company's Arms, with the following words, in addition to the ordinary legend of the said Arms, that is to say, the words *Government Stamp*, in English, and corresponding words in the Bengallee language and character, and in the Hindoostanee language and Nagree character, and the words *Ulamut Hukoomut Kumpanee* in the Persian character, and the said impression will supersede the necessity of causing the paper to be authenticated in the manner prescribed in Section VI. Regulation I. 1814: And whereas it appears unnecessary to continue the said authentication on stamped paper, of any description, of which the value may be less than eight annas for each piece, and it is otherwise expedient to modify certain parts of the existing Regulations relating to this branch of the public revenue; the following Rules have been enacted to be in force within the provinces belonging to the Presidency of Fort William, from and after the expiration of six weeks from the date of their promulgation.

Water-mark paper, or paper of a value not exceeding four annas per piece, need not be authenticated.

II. Stamped paper of whatever value, being paper of the description specified in the preamble of this Regulation, as well as stamped paper of a value not exceeding four annas for each piece, shall and may be sold and distributed, without being authenticated in the manner prescribed in Section VI. Regulation I. 1814; provided, however, that paper of the above description or value, though bearing such authentication, shall nevertheless be current as heretofore. The rule contained in the aforesaid Section shall continue to be observed in regard to all stamped paper of the value of eight annas and upwards, not being paper of the description specified in the preamble of this Regulation. But it shall be competent to Government to alter, modify or rescind that rule by an order in council, in such manner as may from time to time be judged expedient, or by a like order to cause any new or additional device or legend to be impressed on the stamped paper.

Certain provisions rescinded.

III. Sections IX. XI. and XII. Regulation I. 1814, with so much of Section XVIII. of that Regulation as refers to mookhtearnamahs, and Sections XVII. XVIII. XIX. and XXVI. Regulation XXVI. 1814, excepting so much of Section XIX. as relates to security bonds (malzaminee, fail zaminee or hazir zaminee) taken by or by order of any Court, Collector, or other judicial or revenue authority, are hereby rescinded.

New stamp duties prescribed for certain deeds, instruments, and writings.

IV. From and after the date specified in the preamble of this Regulation, stamp duties shall be chargeable on the deeds, instruments and writings, specified in the Schedule, (No. 1.) annexed to this Regulation, at the rates therein set forth, and no instrument, deed, or writing of the descriptions specified in the said Schedule (saving of course what may be therein declared to be exempted) shall be written or printed on any paper, parchment, vellum, taur-leaf, or other material applicable to such purpose, unless the same shall have been first duly stamped with a stamp denoting and expressing the duty prescribed for such deed, instrument or writing; provided, however, that if any of the deeds or instruments specified in the said Schedule shall require for their due engrossment two or more rolls of paper, it shall be sufficient that one of the rolls is stamped with the prescribed stamp, provided the roll or sheet so stamped shall bear the signatures of the party or parties and of the attesting witnesses.

Lands how to be valued.

V. The valuation of lands and other property affected by deeds, instruments, or writings chargeable with a stamp duty, rated by the value thereof, shall be made in conformity with the provisions contained in Section XIV. Regulation I. and Section XXIII. Regulation XXVI. 1814, as explained by Section V. Regulation XIX. 1817.

Penalty for employing paper not bearing the prescribed Stamp.

VI. *First.*—If any person or persons shall after the date specified in the preamble of this Regulation, write or engross, or caused to be written or engrossed on any vellum, parchment, paper or other material, any of the matters or things on account of which such material would be chargeable with stamp duty under the rules of this or any other Regulation in force, before the said material shall have been duly stamped, or if any person shall after the said date in any manner make, sign or execute, or knowingly accept or negotiate any deed, instrument or writing chargeable with a stamp duty, that may not have been executed on paper, or other material duly stamped, such person or persons shall forfeit for every such offence a sum equivalent to twenty times the value of the stamped paper which ought to have been used.

*Second.*

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*Second.*—The same penalty shall be forfeited, paid, and levied by and from any person or persons ordinarily resident within the provinces to which this Regulation extends, who may execute, or cause to be executed in any place on the Continent of India, not being within the said provinces, any deed, instrument, or writing of the description chargeable with stamp duty, with the intention of evading the payment of the prescribed duty, and also by and from any person or persons who may knowingly accept or negotiate any deed, instrument or writing so executed.

Or evading the rule by executing deeds out of the provinces.

*Third.*—Provided also that no deed, instrument or writing, executed in any place whatsoever on the Continent of India, and relating to the payment, receipt, sale, conveyance, assignment, or transfer of any property, real or personal, being within any province or place to which this Regulation extends, or of any interest in such property, or to any agreement, contract, engagement or settlement, to have effect within any province or place as aforesaid, such deed, instrument or writing being of a description chargeable with stamp duty under the rules of this or any other Regulation (saving and except bills of exchange *bonâ fide* drawn out of the said provinces) shall be admitted in evidence, or otherwise received or filed in any court of judicature or other public office, unless the paper, vellum or other material on which such deed, instrument or writing may be written shall be stamped with the stamp prescribed for such deed, instrument or writing.

No deed executed in any place on the Continent of India shall be received in any Court, unless written on paper bearing the prescribed Stamp.

*Fourth.*—Provided further, that no bill of exchange drawn on any part of the Continent of India, and payable within any province or place to which this Regulation extends, shall be negotiated within any such province or place, unless the same shall first be stamped with the stamp prescribed by this Regulation for a bill of the like amount, or unless a copy thereof executed on paper bearing such a stamp shall be prepared and attached to the original bill, with the signature of the person endorsing such original. Any violation of this prohibition shall subject the parties offending to the same penalties and forfeitures as are prescribed for the case of persons executing deeds or instruments within the provinces to which this Regulation extends, on paper not duly stamped.

Foreign bills of exchange not to be negotiated without payment of prescribed stamp duty.

*Fifth.*—Provided, however, that if any person or persons writing or engrossing, or causing to be written or engrossed any matter or thing chargeable with a stamp duty upon unstamped paper, vellum, parchment or the like, or any person or persons accepting or becoming possessed of any deed or instrument so written on unstamped paper, or desirous of negotiating or benefiting thereby, shall voluntarily carry the same to the Collector, and shall pay to that officer the entire amount of duty chargeable thereupon, together with the amount hereinafter provided, the Collector shall transmit the deed, instrument or writing to the Superintendent of the Stamp Office, for the purpose of being duly stamped, and the person aforesaid shall not be liable to the penalty declared in the preceding Clause; that is to say, if the deed, instrument or writing originally executed on unstamped paper, shall be brought to be stamped in the manner above mentioned, at any time before the money conditioned or directed to be paid, or any part thereof, or the act conditioned to be done shall be due, but not later than thirty days from the date of the execution of the deed, instrument or writing, or (in the case of deeds and instruments not conditioning the payment of money, or the performance of any contract within a specific period) at any time within thirty days of the execution of the deed or instrument, the party shall pay a sum equal to five times the value of the stamped paper which ought to have been used; if the deed or instrument aforesaid shall not be brought in the manner above mentioned, within the period above specified, the party bringing it shall pay a sum equal to ten times the value of the stamped paper which ought to have been used. Provided also, that in the case of bills of exchange, which may be payable on demand, or which may be made payable at a certain date after sight, and which may not have been presented for payment, the maturity of such bills shall be calculated by allowing for the presentation of them a period of two weeks, in addition to the time required for their transmission to the place on which they may be drawn, by the public dawk.

Holders of instruments written on unstamped paper, on what conditions to get them duly stamped.

If within thirty days.

If after thirty days.

*Sixth.*—In case any deed, instrument or other writing liable to a stamp duty shall have been executed on paper, parchment, vellum or other material, stamped for a rate or amount of duty less than what may be the rate or amount chargeable on account of the matter or thing that may have been engrossed or written thereupon, the like penalties shall attach as have been provided by the preceding rules of

Penalty in case of the employment of paper stamped with too low a Stamp.

this Section; that is, a sum equal to twenty times the excess of the proper stamp above the value of that which may have been used shall be forfeited, if the error of the stamp be discovered otherwise than by the voluntary production of the deed, instrument or writing by the party or parties concerned; and a sum equal to five or ten times the said excess, if the party shall voluntarily bring such deed to have the proper stamp affixed within the periods above stated respectively.

Provision for cases of accident or inadvertence.

*Seventh.*—Provided, however, and it is hereby enacted, that in case any deed or instrument chargeable with a stamp duty shall have been executed on unstamped paper, or other unstamped material, or on any material bearing a stamp of an amount not equal to the duty chargeable upon such deed or instrument, then, if the person executing such deed, or any other party interested, shall establish to the satisfaction of the Board of Revenue, or other authority exercising the powers of that Board, that the irregular execution of the deed or instrument was owing to accident or inadvertence, or to any unavoidable cause, it shall be competent to the above mentioned authority, in case they should think proper to do so, to remit part or the whole of the penalties above enacted, and to cause a proper stamp to be affixed to such unstamped or improperly stamped instrument, on the payment of the actual amount of duty chargeable thereupon. It shall also be competent to the Board, or other authority aforesaid, in cases in which, under special circumstances, it shall be proper or expedient to direct the Collector to grant to the party a paper bearing the prescribed stamp, certifying thereon the amount paid, and the nature and date of the instrument on account of which it may have been levied, and authorizing the party to file, exhibit and record the same in any court or public office, with such certificate and authority annexed; and on the production of such certificate and authority duly annexed to the instrument, the latter shall be filed, recorded, received and enforced in the same manner as if it were executed on paper bearing the prescribed stamp.

Board authorized to cause a Stamp to be impressed on deeds and instruments executed on unstamped paper previously to the enactment of this Regulation.

*Eighth.*—It is further hereby declared to be competent to the Board of Revenue, or other board or commission exercising the powers of that Board, to authorize and direct the prescribed stamp to be affixed to any deed, instrument or writing which may have been written on unstamped paper previously to the enactment of this Regulation, on the payment, by the party holding or desiring to benefit by such deed, instrument or writing, of such a fine as the said Board may judge fit to demand; and any deed, instrument or writing so stamped, shall be, and be considered equally valid as if it had been originally written and engrossed on paper bearing the proper stamp, any thing in the existing Regulations to the contrary notwithstanding.

Applications in such cases how to be made.

*Ninth.*—Persons desiring to have the proper stamp affixed to deeds or instruments written on unstamped or stamped paper of an inadequate value, without the payment of the prescribed penalty, may make application for that purpose, either directly to the Board, or to the Collector or other officer in charge of the Stamp Office. In cases in which application may be made to the Board, that authority will either investigate the case themselves, or refer it for report to the Collector, as they shall judge most convenient; and in all cases in which the party may apply to the Collector or other officer aforesaid, it shall be the duty of such officer forthwith to hold proceedings on the case, and to submit a report on the circumstances of it to the Board to which he may be subordinate, with as little delay as practicable.

Penalty for filing or recording Papers not executed on paper bearing the prescribed Stamp.

**VII. First**—Any person or person filing, or exhibiting, or recording, or causing, or procuring to be filed, exhibited or recorded for the purposes of proof, information, registry, or for any purpose, or in any manner whatsoever, in any court of justice, or in the office of any collector, register or other public officer, any deed, instrument, petition, pleading, or other writing of the description required to be written on stamped paper, which may not be written on the prescribed stamped paper, whether the said person or persons be himself the party interested in the case or matter on account of which such deed, instrument, petition, pleading or writing may be filed, exhibited or recorded, or be the vakeel or mookhtar of such party, or be a ministerial officer of such court or office, save and except the cases provided for in Section VIII. of this Regulation, shall, besides dismissal from office (if the offender be an officer of Government, or authorized vakeel of court) forfeit to Government a sum equal to twenty times the value of the stamped paper on which such deed, instrument, petition, pleading or writing, ought to have been written.

*Second.*

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*Second.*—Any vakeel or authorized pleader attached to any court of judicature, any casee, or public officer whatsoever, who may draw up any deed, instrument, or other writing required to be written on stamped paper, on paper or other material not bearing the prescribed stamp, or who may attest, register, or record any deed, instrument or writing, which may not be written on the prescribed stamped paper, or who may prepare for the purpose of being authenticated a copy of any deed, instrument, or writing on paper or other material not bearing a stamp of the same value as is prescribed for the original of such deed, instrument or writing, shall, besides dismissal from office, forfeit to Government a sum equal to twenty times the value of the stamped paper on which such deed, instrument or writing ought to have been written.

Penalty for Vakeels and others preparing papers without the prescribed Stamps.

VIII. No exception shall be taken to any deed, instrument or other writing, on the ground that the stamp which may have been used is not of a proper denomination, or rate of duty, provided the stamp or stamps used equal or exceed in value the stamp or stamps which under the provisions of this Regulation ought to have been used.

No exception on account of over-value.

IX. *First.*—So much of Regulation I. 1814, as prescribes that the stamps specified in Section V. of that Regulation shall be stamped at the office of the Superintendent of Stamps, together with such parts of the said Regulation as prescribe, or can be construed to prescribe, the use of any particular description of paper, are hereby rescinded; the aforesaid stamps as may hereafter be used shall be impressed at such place, and in such manner, and on such paper or other material, as the Governor General in Council may from time to time direct.

Stamps to be stamped on such paper, and in such manner as Government directs.

*Second.*—In further modification of Section V. Regulation I. 1814, it is hereby enacted, that it shall be competent to the Board of Revenue, with the sanction of Government, to cause such sets of stamps to be prepared, as may appear to them best suited for expressing and denoting the several stamp duties directed to be raised under this or any other Regulation; and to direct the employment of two or more stamps to denote and express the amount chargeable on any single piece of vellum, parchment, paper, or other material; provided, however, that the stamps impressed at the office of the Superintendent of Stamps, or other place appointed in lieu of it, shall always correspond in number and value with the counter-stamps impressed at the General Treasury, and that all dies shall, besides the words denoting their value, contain the following words, that is to say, those used at the office of the Superintendent of Stamps, or other place aforesaid, shall contain the words *Stamp Office*, and the counterstamp impressed at the General Treasury similarly contain the words *General Treasury*.

Board of Revenue to cause proper Dies, &c. to be prepared.

X. So much of Section X. Regulation I. 1814, as prescribes that a single office only shall be established in each district for the superintendence of the sale of stamps, and as fixes the mode and extent of remuneration to be granted to the officer in charge of the said office, together with such part of the aforesaid Section as prescribes or can be construed to prescribe that licences for the sale of stamped paper, shall be granted only to natives of India, is hereby rescinded. The rules contained in the aforesaid Section, which refer to the form of sunnud to be granted to, and engagements to be executed by the licensed vendors of stamps are likewise declared to be subject to the modifications hereinafter prescribed. Such offices shall be established for the above purpose in the several districts, as the Governor General in Council shall from time to time direct; and Government further reserves to itself the power of determining from time to time the remuneration to be assigned to the officers vested with the charge of the several stamp offices now established or hereafter to be established, and similarly of fixing from time to time the limits within which the said officers shall exercise the powers and perform the duties in this behalf, ordinarily vested in Collectors of land revenue by Regulation I. 1814. Provided also, that all rules contained in this or any other Regulation now in force, or hereafter to be enacted, which have reference to the powers and functions exercised, or emoluments enjoyed by the said Collectors, shall in matters of or belonging to the stamp revenue be held applicable to all other public officers who may be vested with the charge of a stamp office under the above rule, unless otherwise specially provided. The Collector or other officers in charge of a stamp office, shall, with the sanction of the Board of Revenue, or other authority exercising the powers of that Board, authorize such persons to sell stamps as may appear proper. Provided, however, that all such

Such Officers to be appointed to the management of Stamp Concerns in each District, with such remuneration as Government may judge fit. Rules regarding appointment of Stamp vendors likewise modified.

Appointment of vendors how to be made.

Conditions of appointment.

persons shall be furnished with a licence in the form No. 2, annexed to this Regulation, and that a list of all licensed stamp vendors shall be stuck up in a conspicuous place in the cutcherry of the Collector of the district, and in the court-room of the nearest dewanny adawlut, or in such other place or places as the Board of Revenue or other authority aforesaid shall direct. Provided also, that all persons now appointed or authorized, or who may hereafter be appointed or authorized to sell stamps, under the authority of the Collector, or other officer in charge of a district stamp office, shall enter into an engagement, according to the form No. 3, annexed to this Regulation, and shall furnish adequate security for the due performance of the several stipulations therein contained, subject to the several penalties hereinafter specified: Provided also, that it shall and may be lawful for the Board of Revenue to require vendors or distributors of stamps to come under such further engagements as may appear necessary, and as may be legally required from them; any thing in the existing Regulations to the contrary notwithstanding.

Vendors always to have stuck up for general inspection a copy of the Schedule of Duties, together with their respective Licences.

And further to notify their appointment as may be directed.

Penalty for neglect.

**XI. First.**—All authorized stamp vendors shall at all times have their respective licences, together with a copy of the Schedule annexed to this Regulation, duly authenticated by the official seal and signature of the Collector or other officer by whom they may have been licensed, stuck up in a conspicuous place in the cutcherry-room or other place in which they may sell the stamps: and shall further stick up such a notification on the outer-door of their cutcherry or house, as the Collector or other officer may direct, that the public may be fully apprized of their appointment. Any disobedience of this rule will subject the party offending to a fine of fifty rupees.

Stamp vendors to endorse paper sold by them.

Penalty for neglect.

**Second.**—All stamped paper sold by authorized vendors, or otherwise delivered to individuals for use, shall be endorsed by the vendor or other person delivering the same with his signature, written in the manner commonly used by him, and the vendor or person aforesaid shall further inscribe on the back of each sheet or piece of such paper the date of such sale or delivery. Any vendor or distributor giving out stamped paper or the like without writing at the back of each sheet or piece his name as aforesaid, and the date of sale or delivery, shall forfeit for every such offence the sum of 50 rupees, provided the value of the paper sold do not exceed the sum of 16 rupees; but if the value of the paper so sold without signature exceed the sum of 16 rupees, then the vendor shall for every offence so committed forfeit a sum equal to three times the value of the paper so illegally sold by him. Any vendor or distributor writing a false date at the back of paper, vellum or parchment, given out by him, shall forfeit the sum of 100 rupees for every such offence, or if the value of the stamp sold exceed that amount, then he shall forfeit six times the value of such stamp paper, besides being liable to the penalty of his bond in case of any breach of its stipulations.

Penalty for writing a false Date.

Vendors not to sell Stamps at an inadequate price.

Penalty for selling or delivering without receiving the full price.

Penalty for purchasing at an inadequate price.

**Third.**—No vendor or distributor of stamps shall give out or deliver any stamped paper or the like without having previously received the full amount of the duty denominated by the stamp or stamps thereon impressed, unless otherwise specially permitted or directed by the Collector or Board of Revenue, and any vendor or distributor who may, without a special direction or permission in writing from the Collector or Board aforesaid, give out or deliver any stamped paper, vellum, parchment or the like, without having received the entire amount of duty denominated by the stamp or stamps affixed thereto, shall forfeit for each and every piece of paper or other material aforesaid so given out or delivered by him, the sum of 50 rupees, besides being held responsible for the amount, which should have been taken in case of its not being afterwards recovered. And any person taking or receiving stamped paper without having paid the entire amount of duty as aforesaid, shall forfeit a like sum for each and every piece of paper so received or taken by him.

Penalty for refusing or delaying to deliver paper.

**Fourth.**—All vendors and distributors of stamps shall comply with all applications made to them for the purchase of stamped paper or the like, with as little delay as practicable; and any vendor or distributor being applied to for stamped paper or the like, and having in his possession the description of paper required, shall in case of refusal or wilful delay to furnish the same to the person applying for it, and tendering the value in coin of the established currency, or in notes authorized by Government to be received in payment of the public revenue, forfeit for every such offence the sum of 50 rupees.

*Fifth.*

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*Fifth.*—No vendor or distributor of stamps shall on any plea or pretext whatsoever take, receive or demand a higher price for the stamps sold or delivered by him than the sum denoted by the stamp or stamps impressed on the paper, parchment or the like, so sold or delivered, or any fee, reward or consideration for furnishing stamps to persons applying for them. Any vendor or distributor who upon furnishing stamped paper, parchment, vellum, or any other article bearing a stamp, to any individual for use, shall as a consideration for furnishing the article, or on any other pretext, take or demand a higher price than the amount that may be denoted by the impression of the stamp or stamps upon such paper, parchment, vellum or the like, shall forfeit for every such offence the sum of sicca rupees one hundred.

No vendor to take more than the prescribed price for Stamps sold by him.

Penalty for taking or demanding more than just price.

*Sixth.*—All persons licensed to vend or distribute stamps shall keep such accounts of the paper received and delivered by them, as the Board of Revenue may direct, and shall furnish the Collector with such copies or extracts of those accounts, and at such periods as he may from time to time require. The said persons shall regularly pay to the Collector all money received by them on the sale of stamps entrusted to them on account of Government, at such periods as the said officer may appoint, and shall at all times when required permit the Collector, or other person duly authorized by him, to inspect the accounts kept by them, and to examine the store of stamped paper or the like, which they may at any time have in their possession.

Accounts to be kept by vendors.

Vendors regularly to pay money received by them on sale of Stamps.

*Seventh.*—Any vendor or distributor failing to produce before the Collector to whom he is subordinate, any of the accounts required to be kept by him after requisition made in writing by that officer on the day fixed in such requisition, and failing to account for such omission to the satisfaction of the Board of Revenue, or other authority exercising the powers of that Board, shall forfeit the sum of rupees fifty, and shall further be subject to such daily fine for every day beyond the date fixed in such requisition for the production thereof, until the day when the accounts may be produced, as the Board or other authority aforesaid may impose.

Penalty for refusal or neglect to produce Accounts.

*Eighth.*—Any vendor or distributor refusing to permit the Collector, or other person duly authorized by a writing under the seal and signature of that officer, to inspect the said accounts, and examine the store of stamped paper at the time in the custody of such vendor or distributor immediately upon demand, shall forfeit for every such refusal the sum of 100 sicca rupees, and shall further be subject to such daily fine until he complies, as the Board of Revenue may direct.

Penalty for withholding Accounts and store of Paper from inspection of Collector.

*Ninth.*—When the licence of any vendor or distributor may be withdrawn, or upon resignation, all stamped paper or other article remaining in store at the time of such removal or resignation, and all accounts regarding the sale and distribution of stamped paper or the like at any time delivered to him, together with the balance of all money or monies which may have been realized by the sale and distribution thereof up to the date of the said removal or resignation, and which may not have been already paid or accounted for to the Collector of stamp duty, and likewise the sunnud, perwannahs, or other documents, which the said vendor or distributor may have received from that officer, shall be forthwith delivered over to the Collector, or to such person or persons as he may appoint by a writing under his hand and seal to take charge thereof, receiving for such parts of the stamped paper or the like as may have been furnished to him under the provisions of Clause fifth, Section XVI. of this Regulation, the amount actually paid by him for the same as therein directed. In case any vendor or distributor so removed or resigning shall refuse or fail to make over the said accounts and stores, and the balance of the accounts in cash, or any part thereof, he shall forfeit for such failure or refusal a sum equal to treble the amount and value of the stamps and money which may appear from the accounts kept at the Collector's office to be in the possession of such vendor or distributor, together with such daily fine, until the papers accounts and documents required are furnished, as the Board or other authority aforesaid may direct.

On resignation or dismissal, Paper and Accounts to be delivered up.

*Tenth.*—In case of the death of any vendor or distributor, the Collector shall in like manner be empowered to demand from the heir and person administering to the estate of, or representing the deceased, or other person in charge of his effects, the remainder of any store of stamped paper, vellum, parchment or the like, in the possession of such vendor or distributor at the time of his decease, together with

Also on death of vendor.

all accounts of the sale or distribution thereof, and all sunnuds, perwannahs and other documents or writings as aforesaid that may be forthcoming amongst the effects of the deceased, and in the event of any refusal on the part of the heir, administrator, or other person in charge of the effects of the deceased, to deliver the same, or of refusal to allow search to be made, whenever the Collector may demand to make search for the said stores or accounts, such heir or administrator, or other person in charge of the estate, shall forfeit for every such offence the sum of fifty rupees, together with such daily fine, until the papers, accounts and documents required are furnished, as the Board or other authority aforesaid may direct.

In case of deficiency, Collector may proceed against parties.

*Eleventh.*—Provided also, that it shall be competent to the Collector in the cases specified in the two preceding clauses, as well as in all cases in which a vendor or distributor may fail or delay to account for and make good the value of any stamped paper or the like, with which he may have been furnished for sale on account of Government, immediately to call upon the surety or sureties of the said vendor or distributor to make good the deficiency of money or paper, and on their failure to do so, to proceed against all or any of them, either by putting their bond in suit, or summarily in the manner hereinafter authorized.

Collector may issue search warrant.

*Twelfth.*—Provided further, that on the failure or refusal as aforesaid of any of the parties specified in the four preceding clauses, it shall and may be lawful for the Collector to issue a search warrant, under his official seal and signature, for the discovery of any paper, money or accounts which the said parties may withhold; such warrants to be executed under the same rules and restrictions as are applicable to those issued by officers in charge of the abkaree mehal.

Penalty for filing or recording paper not duly endorsed.

**XII. First.**—If any deed, instrument, petition, pleading, or other writing required to be written on stamped paper, and written on the prescribed stamped paper, shall be filed, exhibited or recorded in any court of judicature or public cutcherry, or before any Judge, Collector, Register, or other public officer, not having the signature of a licensed stamp vendor, or other person duly authorized to sell or distribute stamps, endorsed upon it, the person or persons filing, exhibiting or recording the said deed, instrument, petition, pleading, writing, or causing or procuring it to be filed exhibited or recorded, shall forfeit a sum equal to five times the value of the said stamped paper: and if any deed, instrument, petition, pleading or document shall be filed, exhibited or recorded as aforesaid, having a forged or counterfeit stamp or signature, the person filing, exhibiting or recording such deed, instrument or document, or causing or procuring it to be filed, exhibited or recorded, shall forfeit to Government a sum equal to twenty times the value of the stamp which ought to have been used, unless the material on which the same may be executed shall bear the signature and date required by Sections XI. XIV. and XV. of this Regulation, and the party shall be able to show that the material stamped with a forged stamp was purchased or obtained on the date specified on the back, and from the individual whose name may be there signed. If the said signature and date shall be duly endorsed on the back of the material stamped as aforesaid with a forged impression, and the proof adduced to the fact and date of purchase be deemed by the Judge or other officer before whom or in whose office the deed, instrument or other writing may have been filed, exhibited or recorded, to be sufficient, that officer, if not himself the Collector, shall transmit the document to the Collector, with a communication of his judgment in the case, and the Collector, on payment by the party of one half the established duty chargeable on account of the matter of the instrument or deed in question, shall forward it to the Superintendent of Stamps in order that it may be duly stamped.

Proceeding to be followed in case of forged Stamp being filed.

Persons discovering forged Stamps in their possession, how to proceed.

*Second.*—If any person shall discover that any deed, instrument or document in his possession is written on paper, or other material bearing a forged or counterfeit signature or stamp, such paper or other material bearing the signature and date required by Sections XI. XIV. and XV. of this Regulation, and shall state the circumstance to the Board of Revenue, or other authority exercising the powers of that Board, or to the Collector or other officer in charge of the office established for the sale and distribution of stamps, the said person shall, on proving to the satisfaction of the Board of Revenue, or other authority exercising the powers of that Board, that the paper or other material in question was purchased or obtained on the date specified on the back, and from the individual whose name may be there signed, be entitled to have the said paper or material duly stamped without any fee or charge.

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**XIII. First.**—The decision of the Board of Revenue, or other authority exercising the powers of that Board, shall be final in regard to all forfeitures and penalties to which vendors or distributors of stamps may become subject for any breach of the rules prescribed in Sections X. and XI. of this Regulation, or for any violation of the stipulations inserted in their engagements. The Board or other authority aforesaid shall and may determine the forms and process to be followed by the Collectors in such cases, and the rules, according to which their own proceedings are to be regulated, with reference to other cases in which the revenue authorities are vested with judicial powers.

Decision of the Board regarding Penalties, in what cases to be final.

**Second.**—Such penalties, when adjusted by the Board or other authority aforesaid, as well as all balances of cash due from the said vendors or distributors, or from any officer of or belonging to the Stamp Department, shall and may be recovered by the Collectors from the persons or officers aforesaid, or from their sureties, by the same process as it is or may be lawful to follow for the recovery of arrears of land revenue due from any farmer of land, or his surety.

Penalties and Balances due by vendors or distributors, how to be recovered.

**Third.**—All penalties prescribed in this Regulation, with the exception of those specified in Clause first of the present Section, shall be recoverable by a summary process in the Courts of Dewanny Adawlut, at the suit or information of the Collector, or other officer vested with the charge of the office established for the sale and distribution of stamps; or in the case of writings filed, exhibited or recorded in any public office, on the suit or information of the officer in charge of such office, or of any of the ministerial officers belonging to it, or of any other individual. Provided, however, that in all cases of fines and forfeitures incurred under this Regulation, whether the same shall have been adjudged by a Revenue Board, or by a Court of Judicature, it shall be competent to the Board, within the jurisdiction of which the offence may have been committed, to abate remit or forgive such part of the prescribed fine or forfeiture as they may judge proper; and an order from the said Board to the Collector of the district shall be a sufficient warrant to the Court for the discharge of any person confined for non-payment of any fine or forfeiture incurred under the provisions of this Regulation.

Penalties, other than those above specified, how to be recovered.

Power of remitting Penalties vested in the Revenue Boards.

**Fourth.**—Persons giving information, which shall lead to the conviction of any person guilty of any of the acts for which a penalty or forfeiture is declared and prescribed by this Regulation, shall on conviction of the offender be entitled to a moiety of the fines and forfeitures levied from him. The remaining moiety is to be carried to the credit of Government; as well as all fines levied from persons voluntarily producing unstamped, or irregular stamped writings, under the provisions of Clauses V. VI. VII. and VIII. Section VI.

Rewards to Informers.

**XIV.** In modification of the rule contained in Clause IX. Section X. Regulation I. 1814, it is hereby declared and enacted, that the provisions of the clause for the punishment of persons concerned in the unlicensed sale of stamped paper, shall not be applicable to the case of persons, who having *bonâ fide* purchased stamped paper for their own use, with the prescribed endorsement from one of the authorized vendors or distributors, may transfer the same to another at a price equal to the amount of duty denominated by the stamp or stamps impressed on the paper or other material so transferred; provided, however, that every person who may so transfer stamped paper shall endorse the same with his signature in the presence of one or more creditable persons, and the proof that the paper was purchased as aforesaid, shall lie with the person so transferring it. Provided also, that if any individual shall sell or buy any stamped paper, or other material bearing or purporting to bear the Government stamp, for a less price than the amount of the duty denominated by the stamp or stamps thereon impressed, he shall forfeit for each and every piece of paper or other material so bought or sold by him, the sum of fifty rupees, besides being subject to punishment under the rule contained in Clause IX. Section X. Regulation I. 1814.

Modification of the rule regarding the transfer of Stamps by one individual to another.

Individuals how to transfer Stamps.

**XV. First.**—For the convenience of merchants, indigo planters, and others, who may be desirous of having at all times in their possession papers, parchments, or the like, stamped with various impressions, to be used as occasion may require in the drawing up of instruments of any of the descriptions required to be executed on materials impressed with a Government stamp, it is hereby provided, that any person desirous of obtaining a supply of stamped paper or other material, shall, on application

Individuals on what terms to be supplied with Stamps for eventual use.



to the Collector of the twenty-four-pergunnahs, or such other officer or officers as the Governor General in Council may from time to time appoint, and the payment into his treasury of the amount chargeable on account of the stamps required, receive a certificate from the Collector or officer aforesaid, stating the amount paid, and the number and value of the stamps required; and on the production of that certificate, together with the necessary quantity of plain paper, parchment or other material, the Superintendent of Stamps, or other officer in charge of the Stamp Office, shall cause the same to be immediately stamped at his office with the stamps specified in the said document, and shall transmit the said papers, parchments or other materials, to the General Treasury, to be there impressed with the necessary counter-stamps. Provided, however, that no person shall be entitled to require the Collector or other officer aforesaid, to grant a certificate in the manner above stated, unless the total value of the stamps for which he may tender payment shall amount to the sum of one hundred rupees, and the number of pieces of paper, vellum or other material required to be stamped, shall not be less than twenty.

Receipt to be produced to Superintendent of Stamps by persons wishing to have paper stamped.

*Second.*—No paper, vellum, parchment or other material shall on any account be received by the Superintendent of Stamps to be stamped on account of any individual, unless the same be accompanied with a receipt in full under the signature of the Collector or other officer aforesaid, for the entire amount of duty which may be required to be impressed thereon, or unless the same be sent to be stamped by authority of the Board of Revenue under the powers vested in that Board by this Regulation. The receipt of the Collector or other officer aforesaid shall in all cases specify as well the aggregate amount paid as the number and description of the stamps required, and the exact number of sheets or pieces on which the same are to be impressed, and all such receipts shall be disposed of by the Superintendent in such manner as the Board of Revenue may direct.

Examination and authentication of Stamps delivered by Superintendent to individuals.

*Third.*—The Superintendent of Stamps shall appoint one or more officer or officers of his establishment to receive and compare with the receipt of the Collector of the twenty-four-pergunnahs, or other officer aforesaid, all papers or the like brought to be stamped as above, and after the stamps shall have been affixed, the same officer shall again count the whole, and sign his name at the back of each separate sheet or piece of paper, or other material; and he shall likewise note on each the date on which the said paper is ready for re-delivery, and further make an entry to that effect, with specification of the quantity of paper, or the like, impressed with each description of stamp in a book to be specially kept by him for that purpose. When the paper or other article shall be prepared in the manner above described, it shall be made up into a parcel, to be sealed with the Superintendent's seal, and shall in that state be forthwith transmitted to the person who may have sent it to be stamped, or at the Superintendent's option, notice shall be sent of its being ready for delivery when called for.

Discount, in what cases and to what amount to be allowed.

*Fourth.*—Whenever any person or persons shall desire to send paper or other material to the Stamp Office for the purpose of being stamped, and shall consequently pay the amount of duty in advance in the manner above required, it shall be competent to the Collector or other officer aforesaid, in case the total amount so falling to be paid shall exceed the sum of five hundred rupees in any one payment to allow to the party making such payment a discount at the rate of four per cent upon the aggregate amount of duty leviable, or such other rate as may from time to time be appointed by the Governor General in Council, by notification in the Government Gazette, and the amount of such discount shall be charged and entered on the accounts of the Collector or other officer aforesaid, under the head of disbursements.

Board may order Stamps to be furnished on conditions above specified to licensed vendors.

*Fifth.*—It shall also be competent to the Board of Revenue to direct and cause stamps to be furnished, in the manner prescribed in this Section, to any licensed vendors who may be willing to purchase the same. All such persons, however, shall in the sale of stamped paper so furnished to them, be subject to the same rules as are prescribed for the sale of stamps supplied to them on account of Government: Provided, however, that if such vendor shall resign or be dismissed, or his licence be otherwise cancelled, then and in that case he, his representative or assign, shall deliver up to the Collector of Stamps, or to such person as he may appoint to receive it, all the stamped paper, vellum or the like, furnished to him under the provisions of this Section, or such portion as may not have been disposed of, and shall be entitled

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entitled to recover a sum equivalent to the price, which he may have advanced for the same, viz. the specified amount of the stamped paper, or other material aforesaid, with a deduction of the discount that may have been allowed on it.

*Sixth.*—If any superintendent or other officer shall fix or impress any stamp to or upon any vellum, parchment, paper or other material, which shall be brought to the Stamp Office to be stamped or marked, without a regular certificate from the Collector, of the amount of duty having been paid, or without special authority in writing from the Board of Revenue, he shall for every such offence forfeit the sum of one thousand rupees. In like manner, if any Collector, or other officer appointed to receive the stamp duty, shall grant a certificate of the above description, before the prescribed duty, with a deduction of the authorized discount, shall have been actually paid, such officer shall forfeit for every such offence the sum of one thousand rupees, besides being held responsible for the amount of duty unrealized.

Penalty for stamping paper brought by individuals without due Certificate.

Also for granting a Certificate without full receipt of duty.

*Seventh.*—Any native officer or other person causing or procuring any stamp to be fixed or impressed, or any certificate to be granted in the manner aforesaid, or conniving with the officer so fixing or impressing any stamp, or so granting a certificate, shall forfeit for every such offence the sum of rupees one thousand, and shall in addition be held answerable for the amount of the duty leviable on the paper mentioned in the certificate.

Penalty for procuring a Stamp to be improperly impressed, or Certificate granted.

**XVI. First.**—Should it so happen that any parcel of papers, parchments, vellums, or the like, or any single sheet or piece thereof that may have been duly stamped, and obtained from a licensed vendor of stamps, or other officer authorized to sell or distribute stamped paper, shall have been destroyed by fire or other accident, it shall be competent to the Board of Revenue, or other authority exercising the powers of that Board, upon its being proved to the satisfaction of such authority, that the said stamps were duly received, and subsequently were destroyed by accident, after the manner asserted, to cause their Secretary, on the payment of a fee of two sicca rupees by the owner of the paper or other material destroyed, or his representative, to deliver to him the same number of pieces of stamped paper, and of the same value as that which may have been destroyed.

Stamps accidentally destroyed, how to be replaced.

*Second.*—In like manner in case any stamped paper, parchment, vellum, or the like, after having been obtained in the regular manner, shall have become soiled, spoiled, or unfit for use, either by consequence of any accident happening to the same, or because of error in the drawing up or copying of any instrument thereupon, which being discovered before such instrument may be finally signed and executed, shall render the writing of no avail, or in which by reason of the death or refusal of the party or parties whose signature may be necessary to effect the transaction intended by such writing, it should be incomplete and of no avail, or in which by the refusal of any office or trust that may be granted by such instrument, it shall fail of the purpose intended, or in the case of promissory notes, bills of exchange, or the like, if by non-delivery to the payee, or person acting on his behalf, or other cause, they shall never be brought to use; in all such cases it shall be competent to the Board of Revenue, or other authority aforesaid, upon delivery being made of the stamped paper, parchment, vellum, or the like, so soiled or spoiled, to cause an equivalent quantity of stamped paper to be delivered as above provided to the owner of the article or articles so soiled or spoiled, or to his representative, on the payment of a fee of two rupees. But this rule shall not extend to bills of exchange drawn in sets, of which any one of the set may have been delivered to the payee.

Also soiled or spoiled Stamps.

*Third.*—The owners of stamped paper which may be destroyed or soiled as aforesaid, may prefer their application to the Collector of the district in which they may have purchased it, and if the Collector shall be of opinion that the application ought to be complied with, he shall transmit a report of the case to the Board of Revenue, or other authority exercising the powers of that Board, to which he may be subject, and the Board or other authority shall be authorized to direct the Collector to deliver to the party or his representative, stamped paper equivalent to that which may have been destroyed or soiled, in the same manner and subject to the same conditions as above prescribed.

Application in such cases, how to be preferred by the owner of the Stamps.

*Fourth.*—Provided, however, that no such indulgence shall be granted by authority of the Board of Revenue, or other authority aforesaid, except the total value of stamps proved to have been destroyed or soiled by accident, or the total value of

Restriction of above provision to cases in which the Stamp or Stamps destroyed or

spoiled may exceed ten rupees in value.

every single stamp, in the case of the material having been spoiled by being written upon, shall amount to or exceed the sum of ten sicca rupees, and proof shall be exhibited to the satisfaction of the Board, or other authority aforesaid, that the accident or act by reason of which the material may have become soiled or spoiled, or destroyed or useless, occurred within the period of six weeks antecedent to the date on which application may be made for the renewal of it.

Limitation to time of application.

Board, Collectors and Superintendent of Stamps, authorized to administer Oaths.

XVII. It shall and may be lawful for the Board of Revenue, or other authority exercising the powers of that Board, the Superintendent of Stamps, and the Collectors or other officers vested with the charge of offices established for the sale and distribution of stamps, to summon witnesses, to administer oaths and affirmations, and to take affidavits and affirmations with the same powers and authority in regard to resistance or disobedience of their orders in this behalf, and to contempts, as belong to the Zillah and City Judges, in all cases where he or they shall respectively think it necessary to administer or take an oath or oaths, or affirmation or affirmations in any investigation or inquiry into any case relating to the stamp revenue, or in any matter or thing connected therewith; and any person giving intentionally and deliberately a false deposition on oath or solemn affirmation, when examined by the Board or other authority, Superintendent, Collector, or other officer aforesaid, shall be held and considered guilty of perjury, and shall be liable on conviction before a Court of Circuit, to the penalties which are or may be prescribed for that offence; and the Zillah and City Judges shall give effect to all orders passed by the Board or Collectors, under the authority hereinbefore vested in them, for the confinement in the dewanee gaol of persons who may refuse to swear, or to give evidence when legally required to do so, or who may be guilty of contempt.

Vendors to verify accounts on Oaths when required.

XVIII. All persons appointed by the Board of Revenue, or other authority exercising the powers of that Board, to be vendors or distributors of stamps, shall verify by affidavit or affirmation their respective accounts, whenever they may be required by the Board or other authority aforesaid to do so; and if any vendor or distributor shall refuse or neglect to verify his accounts within such reasonable time as he shall be called upon to do so by the said Board, or any member thereof, he shall for every such offence forfeit the sum of rupees five hundred.

Modification of Regulation X, 1814.

XIX. *First.*—So much of Regulation X, 1814, as prescribes that engagements between Government and individuals for the provision of the Honourable Company's investment, may be written on unstamped paper, is hereby rescinded.

Instruments and writings relating to matters of or belonging to the Commercial Department to be written on stamped paper of the same value as is prescribed for individuals.

*Second.*—All such engagements, and generally all deeds, instruments and writings chargeable with a stamp duty, which may be executed by, or to any officer of Government in the Commercial Department, or on account of any commercial concern of or belonging to the Honourable Company, shall be written on stamped paper, of the same value as is or may be prescribed for the like deeds or instruments in the case of private individuals.

N<sup>o</sup> 1.

SCHEDULE referred to in the Body of the Regulation, containing the Duties chargeable on Instruments of Conveyance, Contract, Obligation, and Security for Money, and on Deeds in general,

AGREEMENT, or any minute or memorandum of an agreement concerning any matter or thing of the value of 500 rupees, or upwards, not otherwise charged in this schedule, nor expressly exempted from all stamp duty, whether the same be only evidence of a contract, or obligatory upon the party	8 0
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EXEMPTIONS:

Memorandum of agreement for the hire of labour.  
 Ditto for the sale of goods under the value of 500 rupees, and all agreements carried on by letter and the like between merchants and other persons residing 40 miles from each other.

ASSIGNMENTS, if not of the nature specified under the heads of conveyances and settlements, not specially exempted

**BILLS OF EXCHANGE**, drafts, promissory notes, hoonnies, teeps, burats, or other order or obligation for the payment of money payable (if payable within the provinces subordinate to the Presidency) at sight, or at any stated period, not exceeding three months after date, or ninety days after sight, (not being a deed, instrument or writing, bearing the attestation of one or more witnesses) together with all bills of exchange payable out of the the said provinces, at whatever date :—

			Rs.	As.
If for a sum of money, not exceeding	25 rupees	- - -	0	1
Above 25 rupees, and not exceeding	50 ditto	- - -	0	2
Ditto 50 ditto	100 ditto	- - -	0	4
Ditto 100 ditto	200 ditto	- - -	0	8
Ditto 200 ditto	400 ditto	- - -	0	12
Ditto 400 ditto	800 ditto	- - -	1	0
Ditto 800 ditto	1,600 ditto	- - -	1	8
Ditto 1,600 ditto	3,000 ditto	- - -	2	0
Ditto 3,000 ditto	5,000 ditto	- - -	2	8
Ditto 5,000 ditto	10,000 ditto	- - -	4	0
Ditto 10,000 ditto	20,000 ditto	- - -	6	0
Ditto 20,000 ditto	30,000 ditto	- - -	8	0
Ditto 30,000 ditto	50,000 ditto	- - -	12	0
Ditto 50,000 ditto	100,000 ditto	- - -	16	0
Ditto 100,000 ditto	- - -	- - -	20	0

Promissory Notes, written on paper of the above value, shall not be re-issued after payment. Promissory Notes intended to be re-issued, shall be charged as follows :

			Rs.	As.
If for a sum of money, not exceeding	25 rupees	- - -	0	2
Above 25 rupees, and not exceeding	50 ditto	- - -	0	4
Ditto 50 ditto	100 ditto	- - -	0	8
Ditto 100 ditto	200 ditto	- - -	0	12
Ditto 200 ditto	400 ditto	- - -	1	0
Ditto 400 ditto	800 ditto	- - -	1	8
Ditto 800 ditto	1,600 ditto	- - -	2	0
Ditto 1,600 ditto	3,000 ditto	- - -	2	8
Ditto 3,000 ditto	5,000 ditto	- - -	4	0
Ditto 5,000 ditto	10,000 ditto	- - -	6	0
Ditto 10,000 ditto	20,000 ditto	- - -	8	0
Ditto 20,000 ditto	30,000 ditto	- - -	12	0
Ditto 30,000 ditto	50,000 ditto	- - -	16	0
Ditto 50,000 ditto	100,000 ditto	- - -	20	0
Ditto 100,000 ditto	- - -	- - -	32	0

Note :—The Governor General in Council reserves to himself the power of admitting any bank or company to compound for the stamp duty chargeable on the notes issued by it. Notice of such arrangements to be given in the Government Gazette

**Foreign Bills of Exchange**, drawn in sets, for every bill of each set, where the sum made payable thereby may not exceed 400 rupees

More than 400 rupees, but not exceeding	800 rupees	- - -	0	8
Ditto 800 ditto	1,600 ditto	- - -	1	0
Ditto 1,600 ditto	3,000 ditto	- - -	1	8
Ditto 3,000 ditto	5,000 ditto	- - -	2	0
Ditto 5,000 ditto	10,000 ditto	- - -	2	8
Ditto 10,000 ditto	20,000 ditto	- - -	4	0
Ditto 20,000 ditto	30,000 ditto	- - -	6	0
Ditto 30,000 ditto	50,000 ditto	- - -	8	0
Exceeding 50,000 ditto	- - -	- - -	12	0

**EXEMPTIONS:**

Bills of exchange drawn, and promissory notes issued by Government officers having authority to draw bills upon the Government treasuries, or to issue promissory notes, or other acknowledgements on account of Government.

All drafts or orders for the payment of any sum of money to the bearer on demand, drawn upon any bank, banker or agent, residing within twenty miles of the place where such draft or order shall be issued, such place being specified on the face of the draft.

**BILLS OF LADING** of, or for any goods to be exported - - - - - 1 0

**BILLS OF SALE.**

An absolute bill of sale. See Conveyances.

Bill of sale as a security, being the principal or only deed whereby the property is conveyed. See Mortgage.	8	0
Bill of sale as a security, being merely a collateral one, with some deed or instrument that has paid the <i>ad valorem</i> duty prescribed for conveyances	8	0
<b>BONDS, tumusooks, or other deed or instrument, or other written obligation for the payment of money, bearing the attestation of one or more witnesses, promissory notes, or other obligations as aforesaid, payable at a period exceeding three months after date, or ninety days after sight:</b>		
If for any sum not exceeding - - - - - 25 rupees	0	2
Above 25 rupees, and not exceeding - - - - - 50 ditto	0	4
Ditto 50 ditto - - - ditto - - - - - 100 ditto	0	8
Ditto 100 ditto - - - ditto - - - - - 200 ditto	1	0
Ditto 200 ditto - - - ditto - - - - - 300 ditto	2	0
Ditto 300 ditto - - - ditto - - - - - 500 ditto	4	0
Ditto 500 ditto - - - ditto - - - - - 1,000 ditto	6	0
Ditto 1,000 ditto - - - ditto - - - - - 2,000 ditto	10	0
Ditto 2,000 ditto - - - ditto - - - - - 3,000 ditto	16	0
Ditto 3,000 ditto - - - ditto - - - - - 5,000 ditto	20	0
Ditto 5,000 ditto - - - ditto - - - - - 10,000 ditto	32	0
Ditto 10,000 ditto - - - ditto - - - - - 20,000 ditto	40	0
Ditto 20,000 ditto - - - ditto - - - - - 30,000 ditto	50	0
Ditto 30,000 ditto - - - ditto - - - - - 50,000 ditto	64	0
Ditto 50,000 ditto - - - ditto - - - - - 75,000 ditto	70	0
Ditto 75,000 ditto - - - ditto - - - - - 100,000 ditto	80	0
Ditto 100,000 ditto - - - ditto - - - - - 150,000 ditto	100	0
Ditto 150,000 ditto - - - ditto - - - - - 200,000 ditto	120	0
Ditto 200,000 ditto - - - ditto - - - - - - - - -	150	0

Bonds, concerning respondentia and bottomry. *Ad valorem* as above.

Bonds given as security for the transfer of Government securities, or for the payment of an annuity for a fixed period, or for the delivery or accounting for any matter or thing capable of being valued, shall be charged at the rate of the amount engaged to be paid or accounted for, or at the value of the thing to be delivered or transferred.

Bonds for annuities for an indefinite period, such as life annuities, and the like, shall be charged at the rate of ten times the yearly payment.

Bonds, where the amount of the money to be secured, or ultimately recovered, shall be uncertain and unlimited - - - - - 150 0

Where the amount is limited to a certain sum:—[The same as on a bond for such limited sum.]

Bonds taken as collateral security, with some deed or instrument that has paid the *ad valorem* duty, prescribed for conveyances or money bonds, or as security for the performance of any other contract, covenant or agreement, not being for the payment of money, the transfer of property, or the satisfaction of any pecuniary demand - - - - - 8 0

Bonds of indemnity - - - - -  
Bonds for the due execution of an office or work, and all other bonds not otherwise charged or exempted from duty - - - - -

#### EXEMPTIONS:

Arbitration bonds

Bonds given to or by the officers of Government on account of any matter or thing of or belonging to the Government in its political or territorial capacity.

Security bonds, which may be taken by, or by order of any court, collector, or other judicial or revenue authority, razeenamahs, sooluhnamas and ruffanamahs, filed in any suit pending in a court of justice, shall be charged as prescribed in the regulations already in force or hereafter to be enacted.

**CHARTER PARTIES**, or any agreement or contract for the charter of any ship or vessel, or any memorandum, letter or other writing between the captain, master or owner of any ship or vessel, and any other person, for or relating to the freight or conveyance of any money, goods or effects on board of such ship or vessel - - - - - 8 0

#### EXEMPTIONS:

Charter Parties of ships or vessels taken up by Government for the conveyance of troops or military stores, or for other political purposes.

CONTRACTS,

	Sa.	Rs.	As.
CONTRACTS OF DEEDS, if not otherwise charged nor exempted from duty			
COPARTNERSHIP, deeds of	8		0
COMPOSITION deeds, or other instruments of composition, between a debtor or debtors, and his, her or their creditors			
CONVEYANCES, whether grant, disposition, assignment, transfer, renunciation, or of any other kind or description whatsoever, upon the sale of any lands, tenements, rents, annuities or other property, real or personal, heritable or moveable, or of any right, title, interest or claims in, to, out of or upon any lands, houses, rents, annuities or other property; that is to say, for or in respect of the principal or only deed, instrument or writing, whereby the property sold shall be conveyed to or otherwise vested in the purchaser or purchasers, or to some other person, by his or their direction:			
Where the purchase or consideration money therein expressed or denoted shall not exceed			
50 rupees	0		8
Above 50 rupees, and not exceeding 100 ditto	1		0
Ditto 100 ditto - - ditto 200 ditto	2		0
Ditto 200 ditto - - ditto 500 ditto	4		0
Ditto 500 ditto - - ditto 1,000 ditto	8		0
Ditto 1,000 ditto - - ditto 2,000 ditto	12		0
Ditto 2,000 ditto - - ditto 3,000 ditto	16		0
Ditto 3,000 ditto - - ditto 5,000 ditto	20		0
Ditto 5,000 ditto - - ditto 8,000 ditto	32		0
Ditto 8,000 ditto - - ditto 12,000 ditto	40		0
Ditto 12,000 ditto - - ditto 20,000 ditto	50		0
Ditto 20,000 ditto - - ditto 30,000 ditto	64		0
Ditto 30,000 ditto - - ditto 50,000 ditto	80		0
Ditto 50,000 ditto - - ditto 1,00,000 ditto	100		0
Ditto 1,00,000 ditto - - ditto 2,00,000 ditto	150		0
And for every further lack of rupees beyond two lacks	100		0

*Note* :—Where of several deeds, instruments or writings, a doubt shall arise which is the principal, it shall be lawful for the parties to determine for themselves which shall be so deemed, and to engross the same on paper, parchment, vellum, or the like, stamped for the prescribed *ad valorem* duty; provided, however, that in all cases where there are more deeds than one, all other deeds than the principal shall be charged with a stamp duty of eight rupees, and all such deeds shall specify, by their contents, which other is the principal deed by which the conveyance has been effected, certifying that it is executed in the manner, and on material stamped as required.

**EXEMPTIONS :**

All grants, leases, sales or the like, wherein Government, in its political or territorial capacity, is a party.

*Note* :—This exemption shall not extend to sales made for the recovery of arrears of revenue or rent, or in satisfaction of decrees of court, in which cases the purchaser shall be required to pay the prescribed duty along with the purchase-money, and shall receive from the officer conducting the sale, a deed of sale executed on paper impressed with a corresponding stamp.

All transfers of subscriptions to any of the Government loans or other Government securities, also of bank shares.

**COPIES.** Copy in any manner authenticated, or declared to be a true copy, or made for the purpose of being given in evidence as a true copy of any bond, deed, or instrument of agreement, contract, conveyance, or of any deed or instrument whatsoever chargeable with a stamp duty.

Where such copy shall be made for the security or use of any person being a party to, or taking any benefit or interest immediately under such agreement, contract, bond, deed, or other instrument :—[The same duty as for the original instrument.]

Where such copy shall be made for the security or use of any person not being a party to, or taking any benefit or interest immediately under, such agreement, contract, bond, deed or other instrument

8 0

Likewise any copy authenticated, or made as aforesaid, of any schedule, receipt, or other matter put or endorsed on, or annexed to any such agreement, contract, bond, deed, or other instrument aforesaid

8 0

## EXEMPTIONS :

Rs. Rs. An

Copies made for the private use only of any person having the custody of the original instrument, or of his or her attorney or solicitor.

Copies of papers which public officers are directed by any general Regulation to make, require or furnish, not specially declared chargeable with stamp duty.

*Note*:—Copies of records, accounts, or other documents required by individuals from the public offices, not specially charged with or exempted from duty; together with copies of decrees and proceedings of the courts of judicature, shall be charged in the manner and subject to the conditions prescribed in Section XIX. Regulation I. 1814, and other provisions of the existing Regulations.

DEEDS of any kind, not otherwise particularized in this schedule - - -	8	0
EXCHANGES. Any deed whereby any real property shall be conveyed or surrendered in exchange for other property.		
If no sum of money shall be paid, or agreed to be paid, for equality of exchange - - - - -	8	0
And if any sum of money be paid, or agreed to be paid, for equality of exchange :—[The same <i>ad valorem</i> duty as for a conveyance for such sum.]		
ENGAGEMENTS to cultivate, provide, or deliver indigo plant, or to produce, manufacture, provide, or deliver any other article of commerce, in consideration of advances made :—[Shall be charged on the amount advanced at the rate of bonds or other obligations for the payment of money payable at a period exceeding three months after date.]		
LEASES. Any lease made in perpetuity, or for a term of years or period determinable with one or more lives, or otherwise contingent in consideration of a sum of money paid in the way of premium, fine, or the like, if without rent :—[The same duty as for a conveyance or sale for a sum of the amount of such consideration.]		
Any lease of lands, houses or other real property, at a yearly rent, without any payment of any sum of money by way of fine or premium - - -		
Where the yearly rent shall exceed twelve rupees, but shall not exceed twenty-four rupees - - - - -	0	8
Exceeding 24 rupees, but not exceeding 50 rupees - - - - -	0	12
Ditto 50 ditto - - ditto - - - - - 100 ditto - - - - -	1	0
Ditto 100 ditto - - ditto - - - - - 250 ditto - - - - -	2	0
Ditto 250 ditto - - ditto - - - - - 500 ditto - - - - -	4	0
Ditto 500 ditto - - ditto - - - - - 1,000 ditto - - - - -	8	0
Ditto 1,000 ditto - - ditto - - - - - 2,000 ditto - - - - -	12	0
Ditto 2,000 ditto - - ditto - - - - - 4,000 ditto - - - - -	16	0
Ditto 4,000 ditto - - ditto - - - - - 6,000 ditto - - - - -	20	0
Ditto 6,000 ditto - - ditto - - - - - 10,000 ditto - - - - -	32	0
Ditto 10,000 ditto - - ditto - - - - - 50,000 ditto - - - - -	64	0
Above 50,000 ditto - - - - -	80	0
Any lease of lands, houses or other real property, stipulating for a yearly rent, and granted in consideration of a fine or premium :—[Shall be charged with both <i>ad valorem</i> duties above provided.]		
The counterpart of any lease charged with a duty exceeding eight rupees, shall likewise be executed on paper, vellum or parchment, bearing a stamp of	4	0

## EXEMPTIONS :

All leases or pottas, when the annual rent shall not exceed twelve rupees.

All leases or pottas given by authority of Government, or of the Board of Revenue, or other authority exercising the powers of that Board, and of the Court of Wards; pottas, cuboolyuts, and other instruments of contract relating to the rent of land executed between any zemindar, talookdar, farmer, or other sudder malgoozar, or any holder or proprietor of land exempt from the payment of revenue, or any mofussil talookdar, ijaradar, kutkenadar, or other leaseholder, or the gomasta, factor or other agent of such zemindar or other person aforesaid on the one part, and a ryot or other actual cultivator on the other, for the land tilled by him.

*Note*:—All leases, pottas, cuboolyuts, or other similar instruments of contract between zemindars, talookdars, or other holders or proprietors of land, whether subject to the payment of revenue to Government or otherwise, farmers, kutkenadars, ijaradars, or other tenants, and any other talookdar, kutkenadar, ijaradar or other leaseholder intermediate between the ryots or actual cultivators and the sudder malgoozar or lakherajdar, shall be written on stamped paper of the value above prescribed.

161

	Sa. Rs.	As.
LETTERS or powers of attorney, or commission, or factory in the nature thereof		
Powers to perform any one special, that is to say, particular act, or the acts connected with one particular suit, case or transaction, or sundry acts to be done, after a manner specified in the instrument	2	0
General	4	0

**EXEMPTIONS:**

Wukalutnamahs executed to regular pleaders of the Sudder Dewanny Adawlut, or any of the subordinate Court of Judicature, authorizing them to prosecute or defend suits therein pending, or to present or make any miscellaneous petition, application or motion to the court, which shall be charged according to the Regulation I. 1814.

Mookhtarnamahs, executed by native officers and soldiers, belonging to the regular corps on the military establishment of the Presidency of Fort William.

LETTERS OF LICENCE from creditors to debtors - - - - - 8 0

**MORTGAGES.** And deed of mortgage or conditional sale, with or without possession given of any lands, estate, or property real or personal, intended as a security for money due or to be lent thereupon, also any deed or contract, accompanied with a deposit of title deeds to any property where the same may be made as a security for payment of money due or lent at the time:—[Shall be charged after the same manner and at the same rates as if, in lieu of such deed of mortgage or the like, a bond had been taken for the sum due or lent at the time.]

Deeds of mortgage or the like given as security for the transfer of Government securities, or for the payment of an annuity for a fixed period, or for the delivery at a future date of any matter or thing capable of being valued:—[Shall be charged at the rate of the total amount assured, or of the *bona fide* value.]

Deeds of mortgage given for the security of annuities for an indefinite period, such as life annuities and the like:—[Shall be charged at the rate of ten times the annual payment.]

Where the total amount secured by such mortgage is unlimited - - - - - 150 0

Where it may be stipulated that the amount secured by such mortgage shall not exceed a certain sum:—[At the rate of such limitation.]

*Note*:—Where a bond may have been already taken for the amount secured, or where from any other cause the mortgage shall act merely as collateral security to some other transaction, already charged with the *ad valorem* duty thereupon, the same being specified in the body of the deed of mortgage - - - - - 8 0

Likewise in case of there being more deeds than one required to execute the mortgage in the manner desired by the parties, the principal deed only shall be charged with the *ad valorem* duty, and all other deeds connected with the same transaction

Acknowledgments or promissory notes granted to the treasurer or other officer of the Bank of Bengal, on account of the Bank, or to any private banker or agent for loans or advances made on the deposit of Government securities, bullion, plate, jewels or other goods, and payable within three months after date, shall be charged as promissory notes. If payable at a date exceeding three months, shall be charged as deeds of mortgage.

**EXEMPTION:**

Mortgages to which Government in its political or territorial capacity, or the officers of Government acting for the Government in matters relating to its political or territorial concerns, are parties.

**PARTITION.**—Any deed of partition of real or personal property adjusted by mutual agreement amongst coheirs, coparceners or the like - - - - - 8 0

And if any sum or sums of money shall be paid or agreed to be paid for equality of partition:—[The principal deed stipulating for such payment shall be charged with the *ad valorem* duty prescribed for a conveyance or sale for an equal sum.]

On partition of estates made by collectors of land revenue, whether on application of the parties or any of them, or in execution of a decree of court, if the value of the portion allotted to each sharer shall exceed 800 rupees, a stamp duty of the above amount shall be charged on each copy of the paper of partition or other title deed which may be taken out by any of the parties after the partition shall have been approved by the Revenue Board.



Where the portion of each sharer shall not exceed 800 rupees, the following rate of duty shall be chargeable:

	Rs.	Pcs.
If the value of each portion shall not exceed - - - 100 rupees - - -	0	8
More than 100 rupees, but not exceeding : - - - 200 ditto - - -	1	0
Ditto 200 ditto - - ditto - - - - - 400 ditto - - -	2	0
Ditto 400 ditto - - ditto - - - - - 600 ditto - - -	4	0
Ditto 600 ditto - - ditto - - - - - 800 ditto - - -	6	0

**POLICY OF ASSURANCE**, or Insurance, or other instrument, by whatever name the same shall be called, whereby an insurance shall be made upon any life or lives, or upon an event depending upon any life or lives.

	Rs.	Pcs.
Where the sum insured shall not exceed - - - - - 5,000 - - -	4	0
Exceeding 5,000 rupees, but not exceeding - - - - - 10,000 - - -	8	0
Ditto 10,000 ditto - - ditto - - - - - 20,000 - - -	12	0
Ditto 20,000 ditto - - ditto - - - - - 50,000 - - -	16	0
Above 50,000 ditto - - - - - - - - - - -	20	0

Policy of insurance of any ship, vessel, sloop, lighter, boat or the like, any goods or property on board, or upon the freight of any ship, vessel, sloop, lighter, boat or the like, or upon any other interest relating thereto, or upon any voyage where the premium shall not exceed 2 per cent on the sum insured, if the whole sum insured shall not exceed 1,000 rupees - - -

If the sum insured exceed 1,000 rupees, then for every 1,000 rupees; and also for any fractional part of 1,000 rupees whereof the same shall consist - - -

Where the premium shall exceed two per cent on the sum insured, if the whole sum shall not exceed 1,000 rupees - - - - -

If the sum insured exceeds 1,000 rupees, then for every 1,000 rupees; and also for any fractional part of 1,000 rupees whereof the same shall consist - - -

**PROMISSORY NOTES.** Payable to the bearer on demand at sight, or at any stated period, not exceeding three months after date, or 90 days after sight:—[See Bills of Exchange.]

Promissory notes. Payable at a period exceeding three months after date, or 90 days after sight:—[See Bonds.]

Promissory notes. For the payment of any sum by instalments, or for the payment of several sums at different dates, so that the whole of the money to be paid shall be definite and certain:—[The same duty as would be chargeable on a bond for the whole amount.]

All receipts for money deposited in any bank, or in the hands of any banker or agent, if the same shall stipulate for the payment of interest upon the money so deposited or in hand, shall be deemed and taken to be promissory notes.

**RECEIPTS OR DISCHARGES** given for, or upon the payment of any sum of money not exceeding 32 rupees - - - - -

Exceeding 32 rupees, not exceeding - - - 100 rupees - - -	0	2
Ditto 100 ditto - - ditto - - - - - 200 ditto - - -	0	4
Ditto 200 ditto - - ditto - - - - - 500 ditto - - -	0	8
Ditto 500 ditto - - ditto - - - - - 1,000 ditto - - -	0	12
Ditto 1,000 ditto - - ditto - - - - - 2,000 ditto - - -	1	0
Ditto 2,000 ditto - - ditto - - - - - 3,000 ditto - - -	1	8
Ditto 3,000 ditto - - ditto - - - - - 5,000 ditto - - -	2	0
Ditto 5,000 ditto - - ditto - - - - - 8,000 ditto - - -	2	8
Above - - - - - 8,000 ditto - - - - -	4	0
Also for a receipt in full of all demands - - - - -	4	0

And any instrument, note, memorandum or writing given upon the payment of money, whereby any money, debt or demand, or the part thereof therein specified, shall be expressed or acknowledged to have been paid, settled, or otherwise satisfied, shall be deemed to be a receipt for the amount so declared to be paid or satisfied.

And if any such instrument or other writing shall contain a general acknowledgement of the settlement of debts, accounts, or other demands, without specifying the amount thereof, such instrument or writing shall be deemed and taken to be a receipt in full of all demands, and charged accordingly.

And if payment be made by delivery of a bill or bills of exchange, draft or drafts, promissory notes, or the like securities of money, the receipt or acknowledgment given thereupon shall be deemed to be a receipt within the meaning of this schedule.

**EXEMPTIONS:**

## EXEMPTIONS :

Receipts for money paid or received by any officer of Government, on account of Government.

Receipts or discharges for the rent of land granted by any zemindar, talookdar, farmer, or other malgoozar, or by any holder or proprietor of land held exempt from the payment of revenue, or by any mofussil talookdar, ijaradar, kutkenadar, or other leaseholder, or by the gomasta, factor, or other agent of such zemindar, or other person aforesaid, to a ryot or other actual cultivator, for the rent of land tilled by him.

*Note.*—Receipts or discharges granted by any zemindar, talookdar, or other holder or proprietor of land, or by any farmer, kutkenadar, ijaradar, or other tenant, to any other talookdar, kutkenadar, ijaradar, or other leaseholder intermediate between the ryots or actual cultivators, and the sudder malgoozar or lakherajdar, shall be written on stamped paper of the value above prescribed.

Receipts or discharges given for the purchase-money of any Government securities, or shares of the Bank of Bengal.

Receipts and discharges given for money deposited in any bank, or with any agent to be accounted for on demand, provided no interest be stipulated as payable thereon.

If interest be stipulated, such receipt shall be chargeable as a promissory note.

Receipts or discharges written upon promissory notes, bills of exchange, drafts or orders for the payment of money duly stamped.

Letters by the post, acknowledging the arrival of any promissory notes, bills of exchange, or other securities for money.

Receipts or discharges written upon or contained in any bond, mortgage, or other security, or any conveyance, deed, or other instrument duly stamped, acknowledging the receipt of the consideration money therein expressed, or the receipt of any principal money, interest or annuity thereby secured.

**SETTLEMENTS.** Any deed or instrument whereby any sum or sums of money, or any government securities, or other property, real or personal, shall be settled, or agreed to be settled, upon or for the benefit of any person or persons in any manner whatsoever, shall be charged with the *ad valorem* duty, chargeable for a bond for the amount or value settled, or agreed to be settled; or in cases in which the value shall be indeterminate at the rate of 100 rupees.

Deeds of gift and dower, whether to take effect on the instant or at a future period, determinate or indeterminate, shall be charged as deeds of settlement.

## EXEMPTIONS :

Wills, testaments and the like, together with deeds merely declaratory of trust, pursuant to any previous settlements, deed or will.

## GENERAL EXEMPTIONS :

Deeds, instruments and writings of any kind, in which Government, or any board, commission, court or public officer, may in a public capacity be a party, save and except deeds, instruments and writings relating to matters of or belonging to the Commercial Department, shall not be chargeable with any stamp duty.

## N° 2.

## Form of Licence to be granted.

Whereas, A. B. has duly executed the engagement required by clause  
 section Regulation  
 1820, to be executed by persons authorized to sell stamps as hereunto annexed, and has  
 given sufficient security for the performance of the same, I, G. D. collector of  
 do hereby authorize the said A. B. to be a stamp vendor, and  
 to

to open an office for the sale of stamps at \_\_\_\_\_ in pergunnah \_\_\_\_\_  
 in the district under my charge. Let him carefully and  
 faithfully execute the several stipulations into which he has entered.

" Given under my hand and seal this

day of

(signed)

C. D.  
Collector.

Copy of engagement entered into by A. B. and referred to in the above licence.

(Here enter Engagement.)

(A true Copy.)

(signed)

C. D.  
Collector.

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N° 3.

Form of Engagement to be executed by Persons appointed to the Office of Stamp Vendor.

I, A. B. appointed to vend stamps at C—, in the pergunnah of D—, in the district of E—, do hereby engage faithfully to observe the following conditions:

1st. That I will carefully examine every stamped paper which may be entrusted or delivered to me for sale, and certify in my receipts for the same, that such paper bears the stamp of Government, and the signature of the superintendent, or his assistant, in all cases in which such signature is required.

2d. That I will not charge more for any stamp or stamps entrusted or delivered to me for sale than the established price for such stamp or stamps.

3d. That I will not in any case sell or deliver any stamp or stamps without having previously received the full established price of the same.

4th. That I will monthly prepare and deliver to the stamp darogah, or such persons as may be authorized to receive the same, a faithful account of all the stamped paper which may be sold by me, and will likewise specify the balance which may remain in store under my charge.

5th. That I will faithfully and regularly pay into the public treasury the amount received by me on the sale of stamps delivered to me, to be disposed of on account of Government at such periods as may be directed, and will carefully preserve all papers so entrusted to me whilst they remain in my custody, being at all times ready to deliver up to the collector all that I may not sell.

6th. That I will monthly prepare a faithful account of all the stamped paper which may be delivered to me, specifying the quantity and value of the paper sold in each month, and the balance which may remain in store at the expiration of it, in such manner as may be directed. The said account I will monthly deliver to the stamp darogah, or such person as may be authorized to receive it, at such period as may be fixed for that purpose.

I will, moreover, at all times obey any orders which may be issued from the huzoor for the delivery or exhibition of my accounts, and the balance of any stamped paper or cash belonging to Government, together with all sunnuds, perwannahs or other documents which may be in my possession.

Whenever I may sell or deliver stamped paper to any one, I will carefully and truly certify the sale or delivery, and the date thereof, on the back of each sheet of paper sold or delivered, with any further particulars that may be specially directed, and I will attest the indorsement with my signature.

I will at all times have my licence, with the table of stamp duties, which I have received from the huzoor, stuck up in a conspicuous place in the cutcherry-room, or other place in which I may sell stamps, and carefully obey any further directions I may receive from the huzoor in respect to the public notification of the trust now vested in me.

I will at all times furnish persons applying for stamped paper with the paper required by them, without any unnecessary delay. If any one shall apply to me for paper of a description not in my possession, I shall, without loss of time, represent the circumstance to the huzoor. I will use all my endeavours to promote the sale of stamped paper, and to explain to my neighbours the orders of Government on the subject.

III.

REGULATIONS

Passed by the Governor in Council of Fort St. George, in the Year 1823. N° I. to III.

A. D. 1823. REGULATION I.

A REGULATION prescribing the course of proceeding to be observed in regard to Suits instituted in the Courts of Adawlut against the Public Officers of Government:—Passed by the Honourable the Governor in Council of Fort St. George, on the 3d January 1823.

WHEREAS the rules which were prescribed in Sections II. and III. of Regulation III. of 1809 (now rescinded), relative to the transmission to the Governor in Council of all petitions of complaint filed in the Courts of Adawlut against the public officers of Government, for acts done in their official capacity, previously to the officer complained against being called upon for his answer, were found to be productive of much inconvenience and delay; and it is deemed expedient that a course of proceeding should be prescribed for future observance that may be free from the same objections; the Honourable the Governor in Council has been pleased to enact the following Rules, to be in force from the date of their promulgation. Preamble.

II. *First.*—Whenever a petition of complaint may be preferred to any court of civil judicature against a Collector, or other public officer, amenable thereto, for acts connected with his official duties, the Judge or Judges of such Court shall receive and file the petition of complaint in the same manner as all other such petitions are received and filed, and shall issue the usual summons thereon. Plaints against public officers to be received and filed as other plaints.

*Second.*—If the public officer, on receiving the summons, shall consider the case to be of such a nature as that he may either recommend to the Governor in Council to grant the redress sought by the petition, or request permission to defend the suit at the public expense, he shall immediately instruct the Government vakeel to appear for him, and to move the Court to grant him such specific time to put in his answer to the petition as may be necessary to enable him to make the requisite reference to the Board of Revenue, Board of Trade, or other official superior at the Presidency, and to receive orders thereon. Public officers against whom suits have been instituted may apply for reasonable time to refer to their official superiors before answering the plaint.

III. The Judges of the several Courts are hereby authorized and directed to grant such reasonable time, for the purposes specified in the foregoing Section, to public officers, against whom petitions of complaint may have been filed in their respective Courts; and, when necessary, to extend the period so granted, on application being made to them by motion in the usual way. Courts authorized to grant such time, and to enlarge it on application.

IV. *First.*—In the event of the redress sought for by the plaint being granted, under orders from the superior authority, in consequence of a reference made under Clause second, Section II. of this Regulation, the Court in which the suit may have been filed, shall certify the amount of costs incurred by the plaintiff in the institution of his suit, and shall dismiss the cause from the file on payment being made of such costs, or on the plaintiff's filing a razeenama in the usual form. In what cases such suits may be struck off the file.

*Second.*—Provided, however, that the plaintiff shall not be entitled to receive the costs referred to in the foregoing Clause, if he shall fail to prove to the satisfaction of the Court, on being called upon so to do, that before instituting the suit, he applied to the public officer for the redress which by his plaint he has sought to obtain, and that his application was rejected. The costs incurred in the institution of the suit not to be paid to plaintiff, unless he shows that he has before duly applied for redress and been refused.

## A. D. 1823. REGULATION II.

**A REGULATION** for authorizing a Special Appeal from the Decrees of Registers and Sudder Ameens, and for modifying the provisions of Section XIV. Regulation VIII. of 1816:—Passed by the Honourable the Governor in Council of Fort St. George, on the 3d of June 1823.

**Preamble.**

WHEREAS the Regulations now in force make no provision for the admission of a second or special appeal from the decrees which Registers and Sudder Ameens may pass in cases of appeal referred to them by the Judges of the Zillah Court; and it is found necessary for the ends of justice, that such special appeals should be admissible: And whereas the rule contained in Section XIV. Regulation VIII. of 1816, relative to the issue of process in causes depending before Sudder Ameens is inapplicable to the cases of those Sudder Ameens who are the law officers of Provincial Courts stationed at places where no Zillah Court is established, and it is necessary to provide for the due execution of process in such cases; the Honourable the Governor in Council has been pleased to enact the following Regulation, to be in force from the date of its promulgation.

Special Appeals shall be admissible from decrees of Registers and Sudder Ameens.

II. A second or special appeal shall be admissible by the Judge of a Zillah Court from any decree passed by a register or sudder ameen within his jurisdiction; subject, however, to the same rules and restrictions as are prescribed for the admission of special appeals by the Provincial Courts.

The law officers of Provincial Court, where no Zillah Court is established, may issue process under their own seal and signature.

Except process of Attachment, whether of person or property.

III. *First.*—Whenever the station of a Provincial Court may be fixed at a place where no Zillah Court is established, the law officers of such Provincial Court shall be authorized, as sudder ameens, to issue, under their own seal and signature respectively, any summonses, notices, or other process of citation that may be necessary to procure the attendance of parties and witnesses in order to the due examination of any cause depending before them: provided, however, that no process of attachment, whether of person or property, either for the execution of any decree, or for the levy of any fine, or for any other purpose, shall be issued, except under the seal of the Zillah Court, and the official signature of the Judge or Register, as provided by Section XIV. Regulation VIII. of 1816.

How such process shall be served.

*Second.*—The process which sudder ameens of Provincial Courts are authorized by this Regulation to issue under their own seal and signature, shall be served by the parties applying for the same, or their vakeel, or any other person whom they may choose to employ for that purpose: provided, however, that the name of the person intended to be employed in this duty be in all cases indorsed on the process by the sudder ameens previously to its being delivered to the party, or his vakeel, for execution.

Such process to be endorsed with a written acknowledgment of service by the person on whom it is served.

*Third.*—The person by whom process may be served, shall require from the person on whom it is served, a written acknowledgement, to be indorsed on the process, signifying that it has been duly served upon him, and shall require some of the neighbours, or other inhabitants, to witness the due service of the process.

## A. D. 1823. REGULATION III.

**A REGULATION** for rescinding Section XI. Regulation IX. of 1822, and for declaring the powers of Subordinate and Assistant Collectors, in the execution of the provisions of Regulation IX. of 1822:—Passed by the Honourable the Governor in Council of Fort St. George, on the 8th August 1823.

**Preamble.**

WHEREAS the reference to the Board of Revenue required by Section XI. Regulation IX. of 1822, to be made by Collectors before any judgment passed by them under Section IV. of that Regulation can be carried into execution, has been found inconvenient in practice and otherwise objectionable; and it is expedient that the said rule be rescinded, and that the Board of Revenue be vested with general power to suspend the execution of any judgment so passed which to them may seem improper; the Honourable the Governor in Council has been pleased to enact the following Rules, to be in force from the date of their promulgation.

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II. *First.*—Section XI. Regulation IX. of 1822, is hereby rescinded.

*Second.*—Collectors will transmit such periodical or occasional reports of judgments passed under Section IV. of the above quoted Regulation as the Board of Revenue, may direct. And it shall be competent to the Board of Revenue whenever they may see fit, to order that any such judgment be not carried into execution, and to pass such further order on the case as to them may seem equitable and just.

Recission.

Collectors to transmit Reports of Judgment passed by them under Regulation IX. of 1822, which the Board of Revenue may, at their discretion, suspend.

III. *First.*—It is hereby declared, that every Subordinate Collector or Assistant to a Collector, to whom the general charge of the revenue administration within one or more talooks, or other portion of a district, has been confided, shall have full authority to execute within the portion of the district so placed under his charge, the powers granted to Collectors by Regulation IX. of 1822.

Powers of Subordinate and Assistant Collectors in executing the provisions of Regulation IX. of 1822.

*Second.*—It is further hereby declared, that it is competent to Collectors, whenever they see fit, to delegate to their Subordinate Collectors or Assistants, the execution of the powers granted to them by Regulation IX. of 1822, either generally throughout the district, or specially for the conducting of any inquiry at the hoozoor station, or in any part of the district. Provided that the delegation of authority allowed by this Clause be made by a written document bearing the official signature of the Collector.

Collectors may delegate the powers conferred by that Regulation specially to their subordinate officers.

## IV.

### REGULATION

Passed by the Governor in Council of *Fort St. George*,  
in the Year 1824.

#### A. D. 1824. REGULATION I.

A REGULATION for extending to the Criminal Courts the Rules prescribed in Section VII. Regulation III. 1802, for procuring the Attendance and Evidence of Witnesses :—Passed by the Honourable the Governor in Council of Fort St. George, on the 26th November 1824.

WHEREAS the rules contained in Section VII. Regulation III. 1802, for procuring the attendance and evidence of witnesses in the Civil Courts, have not been included in any Regulation for the Criminal Courts, and it is necessary that the provisions for compelling the attendance and evidence of witnesses in civil cases should be made equally applicable to witnesses in criminal cases; the Honourable the Governor in Council has enacted the following Regulation, to be in force from the date of its promulgation.

Preamble.

II. Such parts of Section VII. Regulation III. 1802, as prescribed to the civil courts the rules for procuring the attendance and evidence of witnesses, and for administering oaths, or taking declarations equivalent to, and in lieu of such oaths, and likewise for inflicting punishments on persons, who being duly summoned, refuse to attend, or when attending refuse to give evidence, are hereby extended to the cases of witnesses whose attendance and evidence may be required by any Zillah Magistrate or Criminal Judge, or the Courts of Circuit, in any criminal trials or matters cognizable by them respectively.

The Rules of Section VII. Regulation III. 1802, for obtaining the attendance and evidence of witnesses, extended to the cases of witnesses required by Magistrates, Criminal Judges and Courts of Circuit.

## V.

## REGULATION

Passed by the Governor in Council of *Bombay*, in  
the Year 1823.

## A. D. 1823. REGULATION I.

A REGULATION defining the circumstances that constitute a Title to hold Land exempt, either wholly or partially, from the payment of Revenue; prescribing the rules of limitation in regard to actions of various descriptions, repealing certain Regulations now in force on those subjects, and enacting a special limitation, as to acknowledgments in writing, granted under former Governments by Cultivators:—Passed by the Honourable the Governor in Council on the 2d of April 1823, corresponding with the 7 first Chyter Vud Sumbut or Vikramajit era 1880; Salbahan 1745, and 19th Rujub 1238 of the Hijree.

Preamble.

WHEREAS justice requires that grants exempting land, either wholly or partially, from the payment of the Public Revenue, or a clear recognition of a defective or doubtful title to the same effect, when made by persons possessing authority for the purpose, should remain effectual, and that the persons possessing such authority, should, as far as possible, be generally known: And whereas it is expedient, that the enjoyment of exemption from revenue for a period of sixty years, should, in certain cases, be held as proof of sufficient title to the exemption: And whereas it is necessary to provide rules for trying the validity of titles to hold land exempt either in whole or in part from the payment of revenue: And whereas it is conducive to the public security and to the quieting of disputes, that a certain length of uninterrupted enjoyment should be held to supply defects of title to property of every description, and that actions should not be competent unless instituted within a reasonable time: And whereas from the want of a regular system under former Governments for administering justice in matters of a civil nature, an uncertainty prevailed whether the terms of engagements entered into would be rigidly enforced, in consequence of which, cultivators were easily induced to grant written obligations for larger sums than were due, and justice requiring that the consideration given for such writings should be proved; the following Rules are therefore enacted, to have effect from the date of their promulgation.

*Enactments rescinded:*Former Enactments  
rescinded.

II. The following enactments viz. Regulation III. of 1814; the IV. Section of Regulation I. of 1817; the V. Section of Regulation VI. of 1817; and so much of Section XIII. of Regulation III. of 1819, and of Section IV. of Regulation III. of 1820, as relates to the operation of Regulation III. of 1814; Section XIII. of Regulation I. of 1800; and Regulation VI. of 1816, are hereby rescinded.

*Of Titles to exemption from Revenue:*Title to hold Land  
wholly or partially ex-  
empt from Revenue.

III. *First.*—Whenever land is enjoyed either wholly or partially exempt from the payment of public revenue, under a deed or other writing granted by the present or any former Government, or by any of their public officers possessing authority to grant the same, such deed or writing shall remain valid, and be considered a sufficient title to the exemption.

*Second.*

*Second.*—Whenever land has been enjoyed, but not under a deed or writing, wholly or partially exempt from the payment of the public revenue, for more than sixty years in succession by any person, his heirs or others, deriving right from him, such enjoyment, provided it has been under some tenure recognized by the custom of the country in which the land is situated, and more particularly under any of those specified in Appendix (A.), shall be considered as a sufficient title to the exemption. But declaring that vichania and geranea shall, in no case, so far as the rights of Government are concerned, be considered as tenures recognized by the custom of the country, in the sense of this Clause.

Under recognized tenure joined with 60 years enjoyment of exemption.

Vichania and Gerania excluded.

*Third.*—But enjoyment of such exemption for 12 years antecedent to the date when the territory in which the land is situated came into the possession of the British Government, shall be considered as equivalent to enjoyment for 60 years, in terms of the preceding Clause.

Or 12 years under a native Government.

*Fourth.*—But such deed or writing, or such enjoyment, under a recognized tenure, shall not be considered a sufficient title, in so far as the exemption has been wholly or partially annulled by an order issued by the present or any former Government, or by any public officers possessed under a former Government of full and sufficient authority to grant deeds exempting lands from the payment of public revenue: or, so far as the land has been assessed, under an order not subsequently recalled, issued by any of the said public officers, and such assessment in any instance realized.

Exception where the Land has since been assessed by certain Authorities.

*Fifth.*—Nor shall such deed or writing, or such enjoyment under a recognized tenure, be considered as a sufficient title, if the land has been subsequently assessed for the period of twelve years, like other land of the same description, enjoying no exemption, and the assessment has been realized; but without prejudice to any suit filed in support of the title to exemption before the completion of the said period.

Or paid a full assessment for 12 years.

*Sixth.*—And where the assessment so levied for twelve years has not been to the extent of that imposed on other land of the same description enjoying no exemption, such assessment shall affect the title only to the extent of the assessment so made and realized.

Provision as to partial assessment.

IV. *First.*—Whenever land has been enjoyed without payment of public revenue for more than sixty years in succession by any person, his heirs, or others deriving right from him, such enjoyment shall be considered as sufficient title to the exemption.

Title to hold Land exempt from Revenue without a grant or recognized tenure, in what cases valid from length of enjoyment.

*Second.*—But such enjoyment for more than sixty years, without payment of public revenue, shall not be considered as a sufficient title to exemption, in so far as the land has been subsequently assessed under an order, not expressly recalled, issued by the present or any former Government, or by any public officers possessed under a former Government of full and sufficient authority to grant deeds exempting land from the payment of public revenue, and such assessment in any instance realized; or so far as the land, subsequent to such enjoyment for more than sixty years, has been assessed for the period of six years, and the assessment has been realized; but without prejudice to any suit filed in support of the title before the completion of the said period of six years.

Exception when the Land has since been assessed by certain officers.

Or paid Revenue for six years.

V. But whenever the title to hold any lands exempt in whole or in part from the payment of public revenue, shall have been clearly recognized by the present or any former Government, or by any public officer possessed under a former Government of full and sufficient authority to grant deeds exempting land from the payment of public revenue, such recognition shall be understood to have cured all defects to the extent of such recognition, and be, in so far, admitted as a sufficient title to the exemption.

Recognition of Title. Its effects.

VI. *First.*—Whenever land is held under a grant or usage, exempting one part of it wholly or partially from the payment of revenue, in consideration of another part being assessed at a higher rate than land of the same description enjoying no exemption, any act whereby a part of the land shall be separated from the other, by sale or otherwise, shall, so far as concerns the rights of Government, be null and void, until the extra assessment is laid upon the exempted land with the sanction of the Collector.

Land exempt from assessment not to be separated from Lands extra assessed, without the sanction of the Collector.

If the one is held in connection with the other.



Or the extra assessment has lasted 12 years, and has been paid.

*Second.*—And whenever land enjoyed wholly or partially exempt from the payment of revenue is held, by whatever title, by a person who holds other land, which has been assessed for the period of twelve years at a higher rate than land of the same description, enjoying no exemption, and the extra assessment has been realized; any act whereby a part of the land shall be separated from the other, by sale or otherwise, shall, so far as concerns the rights of Government, be null and void, until the extra assessment is laid upon the exempted land with the sanction of the Collector.

Lands exempt as Jagheer, liable to resumption and assessment.

*VII. First.*—Land held exempt as jagheer shall be liable to resumption and assessment under the general rules, at the pleasure of Government, when signified by order to the Collector; provided that such resumption or assessment shall not commence until one year after the incumbent shall have been served in the manner specified in Clause third, fourth and fifth of Section X., with a notice according to the form specified in Appendix (B.), accompanied with a copy of the order for resumption or assessment.

Lands exempt conditionally may be assessed.

*Second.*—And further, all land held exempt from the payment of public revenue, if such exemption was granted in consideration of service to be performed, or for the support of religious or other establishments, or for other special purposes, shall be liable to be assessed if the conditions of the grant are not fulfilled.

If the condition is not fulfilled.

But after notice.

*Third.*—Provided that no such assessment should be made until the person enjoying the exemption has received notice in writing, either from the Government, or any of its officers duly authorized, requiring him to fulfil the condition of the grant, and has failed so to do within the period specified in the grant, or if no period is so specified, for more than six months from the date of receiving the notice,

In cases of trust.

*Fourth.*—Provided also, that where the person enjoying the exemption holds it in trust for the benefit of others, as in the case of exemptions granted for the support of religious establishments, public works, &c., proclamation shall, at the time of giving the notice, be made, that the land will be assessed, and the assessment enforced, unless within the limited period the conditions of the grant are fulfilled, or a suit to enforce their fulfilment is filed by some person interested.

Proclamation how to be published.

*Fifth.*—The proclamation shall be read aloud in the most public part of the town or village within the limits of which the property is situated, and copies thereof shall be fixed up in a conspicuous part of the Zillah Court, in the Collector's catcherry, and in the public market of the said town or village.

Officers recognized as having authority to make Grants.

*VIII. First.*—The public officers specified in Appendix (C.) are recognized to have possessed full and sufficient authority under former Governments to grant deeds or other writings exempting land, either wholly or partially, from the payment of public revenue.

The authority of others to be proved.

*Second.*—The validity of all such deeds or writings granted under former Governments by others than those specified in Appendix (C.) shall not be admitted without proof, that the person by whom they were granted possessed full and sufficient authority for the purpose.

The right of the Collector to assess Lands, or enforce such assessment without filing a Suit, and to be

*IX.* Nothing contained in any of the preceding Sections of this Regulation shall affect the right of the Collector to assess lands of any description for the public revenue, and enforce such assessment, without previously filing a suit in Court.

When Land is held exempt from assessment, the Collector may issue a Notice of Assessment.

*X. First.*—When land, however, is enjoyed wholly or partially exempt from the payment of revenue, and the Collector has reason to believe that no sufficient title exists for its being so enjoyed, it shall be competent to him to call upon the occupant to defend his claim, specifying the mode of defence prescribed by Regulation, and the amount of assessment which he intends to impose upon the land in case the claim to exemption should not be defended.

Form and contents of the Notice.

*Second.*—The notice shall be in the form given in Appendix (D.) to this Regulation.

To be served on the holder; or in his absence, on his agent.

*Third.*—It shall be served by a peon of the Collector's upon the holder of the land, if he is resident within the limits of the zillah; and if he is not resident within the zillah, upon any person acting for him during his absence.

*Fourth.*

*Fourth.*—If the holder is resident in another zillah, and has no person acting for him in the zillah in which the land is situated, the notice shall be sent to the Collector of such other zillah, and be served in the manner above described.

Or forwarded to the holder in another Zillah.

*Fifth.*—And if the holder be neither known to reside, nor to have a person acting for him within the limits of any zillah, the notice shall be served upon the person in charge of the land.

Or on the person in charge of the Land.

XI. *First.*—The individual upon whom the notice is served shall be required to endorse upon it his acknowledgment that it has been received, specifying the date of such receipt.

Person served to endorse his receipt.

*Second.*—If the individual should omit to give such acknowledgment, the tender of the notice shall be deemed to be a sufficient service on the same, and the date of it being proved by the evidence of two persons residing on the land, or in the nearest village.

Otherwise the service to be proved.

XII. *First.*—If the holder or other person on whom the notice has been served, fails within two months from the date of its receipt to give a written answer, setting forth the grounds, whether resting on prescription or on specific grant, on which the claim to exemption is founded, or if he gives such answer, without exhibiting such evidence as may be required, either by the production of written documents, or by mentioning the names of witnesses whom he wishes to be summoned, as the case may be, the Collector, after duly considering the information in his possession, may, if he sees no sufficient proof of the right to exemption, proceed to levy the assessment specified in the notice.

If no answer is given the Collector may levy the assessment notified.

*Second.*—But the Collector shall, on due cause shown for delay, afford a reasonable period for the production of such evidence as the person attending to support the claim to exemption may desire to bring forward.

But the Collector must allow the occupant time for the production of evidence.

XIII. *First.*—If the person so attending, after giving in the written answer prescribed within the period specified in Clause first of the preceding Section, shall, on being called upon to produce evidence, exhibit a sunnud grant or other written document, or mention the names of witnesses whom he wishes to be summoned, it shall be the duty of the Collector, in the presence of the party, to examine all written documents, and to summon and take the depositions of witnesses in the same way and under the same rules as the general regulations prescribe in the trial of civil suits in the Zillah Court.

And evidence produced.

The Collector shall try the cause by the rules regarding civil suits.

*Second.*—But whereas it was enacted by Section II. Regulation III. A. D. 1814, that all grants for holding lands exempt from the payment of revenue in the islands of Salsette and Caranja, which shall have been made by competent authority previously to the 1st December A. D. 1774; and all such grants as may have been made in the territories ceded by the Nabob of Surat previously to the 13th of May 1800; and all such grants as may have been made previously to the 15th of March 1802 in the pergunnahs of Chowrassee and Chickly, granted as a free gift by the Guicawar to the Honourable Company; and all such grants as may have been made previously to the 5th of June 1803, in the territories ceded by the Guicawar; and all such grants as may have been made previously to the 31st December 1802 in the territories ceded by the Paishwa under the treaty of Bassien; and all such grants as may have been made previously to the 29th August 1803 in the district of Broach, of which the Company acquired possession on that day by conquest, shall be valid; and all persons holding lands exempt from the payment of public revenue, under grants made by competent authority previously to the several dates hereinbefore specified, shall continue to hold such lands without let or molestation, provided that such lands may not have escheated to the state, or may not have been resumed and assessed for the public revenue since the period of those dates respectively.

By Regulation III. A. D. 1814, all grants for holding lands exempt from the payment of Revenue, made previously to the following dates, to be valid.

In Salsette and Caranja, previously to the 31st December 1774.

In Surat, previously to the 13th May 1800.

In the Chowrassee and Chickly pergunnahs, previously to the 15th March 1802.

In the territories ceded by the Guicawar, previously to the 5th June 1803.

In the territories ceded by the Paishwa, previously to the 31st December 1802.

In Broach, previously to the 29th August, 1803.

*Third.*—And by Section XVIII. Regulation III. A. D. 1814, that a register shall be kept in each zillah of the lands held exempt from the payment of revenue previously to the dates hereinbefore specified, and such registers shall be corrected and renewed once in every five years. The registers shall specify the denomination of each grant or sunnud; the names of the original grantors and grantees; the names of the present possessors, with the relation they bear to the original grantees;

A register of exempted land to be kept in each Zillah.

What the register is to specify.

And what it is to be denominated.

the dates of the sunnuds; the names of the villages comprised in the grant, with the extent of land specified in the local land measure; and the names of the pergunnahs in which the land may be situated. Such registers shall be denominated "Register of Lands exempt from the payment of Revenue, under grants not being badshahie or royal."

By Regulation III. A. D. 1814, all grants for exempted lands to be registered.

*Fourth.*—And by Section XIX. that persons actually holding lands exempt from payment of public revenue under sunnuds granted previously to the dates hereinbefore specified, shall, whether the sunnud may or may not have been confirmed by competent authority, register the said particulars regarding their respective sunnuds in the offices of the Collectors of zillahs.

Collectors to require the registry of all exempted lands by public notice.

*Fifth.*—And by Section XX. that Collectors of zillahs shall accordingly cause due notice to be given in all the cutcheries and public places of each zillah, by written instruments, requiring persons holding exempted lands to register their respective sunnuds; and the said notices shall specify the particular information required for the purpose of registration.

The notice to specify the information required.

Period of time allowed for registering such lands, and the consequence of omission therein.

*Sixth.*—And by Section XXI. that when persons holding exempted lands may refuse or omit to register their titles during one whole year from the time of publishing the notice of the Collectors, such lands shall be liable to be assessed for the full amount of the public revenue in the same manner as other lands of the pergunnah not held exempt under sunnud, but such assessment shall not be fixed by Collectors, except by the sanction of the Governor in Council, previously obtained for that purpose, in writing.

Regulation III. A. D. 1814, when made applicable to other Zillahs.

*Seventh.*—And whereas Regulation III. A. D. 1814, was rendered applicable to other districts than those mentioned in Clause second, according to the enumeration contained, and on the dates respectively specified in Appendix (E.) to this Regulation.

Proclamation made in the Zillahs of Surat and Broach, the Eastern and Western Zillahs North of the Myhee, and the Zillahs of the Northern and Southern Conkan, therefore lands not registered liable to assessment.

*Eighth.*—And whereas the proclamation mentioned in Clause fifth has been made in the zillahs of Surat and Broach, the eastern and western zillahs north of the Myhee, and the zillahs of the northern and southern Conkan, it is hereby enacted, that in the above-mentioned zillahs no sunnud, not registered within one year after the proclamation above mentioned was made, shall be held by the Collector, or by any court of justice, to preclude the assessment of land in the manner specified in Clause sixth.

Written deeds to be examined and copied in the presence of the owner, and then returned.

*Ninth.*—When a written deed is produced the Collector shall, after examining the same, certify on the back of it the date on which it was produced before him, and, if desirous of having a copy of it, shall cause one to be made in the presence of the person who produced the deed, to whom he shall then return it.

The Collector

to summon witnesses on the part of Government, and examine them in the presence of the party.

XIV. *First.*—The Collector shall also summon witnesses on the part of Government, and in the presence of the party attending to support the claim to exemption, take their depositions on oath, and produce and cause to be read any written document on which he finds a right on the part of Government to assess the land, according to the terms of the notice.

Who may also examine them.

*Second.*—The holder of the land, or other person attending in support of his claim, shall be at liberty to examine such documents, and to question the witnesses on oath.

Resistance of summons or process, how to be punished.

XV.—Any person resisting any summons or other process of the Collector in any case depending before him under this Regulation, shall be subject to the same penalties as are enacted against persons resisting the process of the Zillah Court.

Persons refusing to swear or give evidence to be punished.

XVI.—Any person attending as a witness in any cause depending before the Collector under this Regulation, and refusing to be sworn or to give his evidence, shall be sent by the Collector to the Judge, by whom he shall be dealt with in the mode prescribed in the general Regulations for persons refusing to be sworn, or to give evidence in a cause depending before a court of justice.

Also persons giving false testimony.

XVII.—Any person giving false testimony before the Collector, in any proceeding depending before him under this Regulation, shall be held to be guilty of perjury, and shall be liable to be proceeded against in the mode prescribed in the general Regulation:

XVIII.

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**XVIII. First.**—The Collector shall keep a record of his proceedings in the language most generally spoken in the zillah; the record shall contain copies of all the documents comprised in the inquiry, and copies of all the depositions taken, with references to the originals. It shall further contain the decision of the Collector, and a full statement of the grounds on which it is passed.

Collector to keep a record.

What it is to contain

**Second.**—A copy of the record shall, when the inquiry is closed, be given to the party attending in support of the claim of exemption.

A copy to be given to the party claiming exemption.

**Third.**—But in the case of persons specified in Section XII. Clause first, it shall not be necessary for the Collector to enter on his record any documents or evidence whatever, nor to furnish the parties with any information beyond his decision on the claim to exemption, to be communicated in writing, in the mode prescribed in Section X. Clauses 3d, 4th and 5th, for giving the notice of assessment.

Except under certain circumstances.

**XIX.** If the decision of the Collector be in favour of the right of the holder to enjoy the land as previously, such decision shall, after being communicated to the party, be reported by the Collector to Government, and if sanctioned by Government shall be final.

Collector's decision in favour of exemption final, if sanctioned by Government.

**XX.** If the decision of the Collector be against the right of the holder to the exemption claimed, he shall proceed to assess the land.

If against the exemption, assessment how to be made.

**XXI.** Whenever the holder of land held wholly or partially exempt from assessment, or any person appearing to support his claim, has given a written answer to the Collector's notice issued in conformity to Section X, and if the claim is founded on specific grant, has produced a written deed, or shown sufficient cause for not producing it, it shall not be competent to the Collector to leave the question undecided, without the consent of the party in writing; on receiving which, the Collector shall furnish him with a copy of the record of his proceeding, which shall contain an intimation, that his title has not been decided upon, and is subject to future examination.

Collector when obliged to decide the question of exemption, and when not so obliged.

**XXII.** In all cases of doubt, or whenever in the course of the inquiry it appears to the Collector, that although the claim to exemption has not been legally established, the holder from uninterrupted enjoyment for a considerable period, or from other causes, is entitled to indulgence, it shall be competent to the Collector to conclude a compromise, subject to the confirmation of Government, with the party, upon the principle of securing to him a portion of the advantages claimed.

A compromise may be concluded with the party claiming exemption.

**XXIII. First.**—The holder of land subjected to assessment by the Collector, under Section XII. Clause first of this Regulation, shall be at liberty to institute an original suit in the Zillah Court against the Collector within twelve or six years, according as the land, the subject of the suit, may come under the provisions contained in Section III. Clause fifth, or Section IV. Clause second, from the date when the Collector's decision was made known.

Original suit against the Collector, in what cases and for what period competent.

**Second.**—The holder of land subjected to assessment by the Collector under Section XX. of this Regulation, shall be at liberty to appeal to the Zillah Court from the Collector's decision, within the period, and subject to the rules prescribed for appeals from the Zillah Court to the Sudder Adawlut.

Appeal, to what cases and for what period competent.

**Third.**—But the holder shall, even if he gains his cause, pay the whole costs of suit, and forfeit at least one year's assessment of the land, and any further assessment which may have been levied up to the date of the decree, if a written answer was not given to the Collector's notice issued in conformity to Section X.

Holder subject to forfeitures, if no written answer was given to the notice.

**Fourth.**—He shall also be subject to the same penalties if such written answer was given, and the grounds of action subsequently stated in the petition of appeal are of a different nature from those urged in such answer.

Or if given, and the grounds of action different from those urged in such answer.

**Fifth.**—And also if the claim was grounded before the Collector on a written deed, and the holder produces before the court any written deed which was not produced before the Collector, without showing sufficient cause, and proving that such cause was assigned to the Collector, or adducing good reason for its not having been so assigned.

Or if a sunnud, previously withheld without good cause, is produced.

**XXIV.** If the written answer given in to the Collector stated that the proof of the claim rested on oral testimony, and the holder subsequently before the court

If oral testimony, previously withheld without cause, is produced.

Certain forfeitures exigible.

calls any witness who was not called before the Collector, without showing sufficient cause for his not having been called, and proving that the cause was assigned to the Collector, or adducing good reason for its not having been so assigned, the holder shall, even if he gains the cause, pay the costs of suit, and one year's assessment of the land; and be subject moreover to any part of the additional forfeiture specified in the preceding Section, in consideration of the degree in which he may be considered to have himself occasioned the assessment of the land by the non-production of evidence before the Collector, without sufficient cause for such non-production.

Suits and appeals against the Collector to be tried, and to be subject to appeal like others.

XXV. Suits and appeals instituted in the Zillah Court under this Regulation against the Collector, shall be conducted in the same way and under the same rules as all other suits, and shall be subject to the same provision in respect to the right of appeal.

Reservation of the right of Government to assess all lands.

XXVI. Nothing contained in the preceding Sections shall be understood to affect the right of Government to assess to the public revenue all lands under whatever title they may be held, whenever, and so long as the exigencies of the state may render such assessment necessary.

*Of the limitation of Actions as to immovable Property :*

Title to immovable property required by possession for thirty years.

XXVII. *First.*—Whenever lands, houses, hereditary offices or other immovable property, have been held without interruption for a longer period than thirty years, whether by any person as proprietor, or by him, his heirs, or others deriving right from him, such possession shall be received as proof of a sufficient right of property in the same.

May be disputed within 60 years, in case of fraud.

*Second.*—But it shall be a sufficient answer to the plea of the possession for more than thirty years, that the person in possession as proprietor, or any of the persons by whom he derives his right, acquired such possession by fraudulent means; on proof whereof a suit may be entertained at any period within sixty years.

Bona fide possessor for 30 years not affected.

*Third.*—Provided that if such property has been held for more than thirty years by a person or persons *bona fide* believing his or their title as proprietors to be good, such title shall not be affected by the fraud of a former possessor.

Actions of damages reserved.

*Fourth.*—Nothing contained in this Section shall bar an action of damages brought within sixty years against any of the persons by whom the fraud was committed.

*As to Actions of Damages for injury to the Person, or Slander :*

Limitation of suits to 12 months from the offence, in suits for damages for injury to the person.

XXVIII. *First.*—It shall be a sufficient defence in all suits for damages on account of assaults, imprisonment, or other direct insult or injury to the person, that the cause of action arose more than twelve months before the suit was filed.

To 12 months from the injury becoming known, in suits for damages for calumny, &c.

*Second.*—It shall in like manner be a sufficient defence in all suits for damages on account of calumny or slanderous words, that the plaintiff had been in the knowledge of the calumny or slanderous words more than twelve months before the suit was filed.

*As to Actions for Debts not resting on writing, and of Damages in general :*

To six years for certain debts and damages.

XXIX. *First.*—It shall be a sufficient defence in all civil suits for debts not founded upon or supported by an acknowledgment in writing, and in all suits for damages other than those specified in Section XXVIII. of this Regulation, that the cause of action arose more than six years before the suit was filed.

How reckoned in running accounts.

*Second.*—But in the case of running accounts, the time shall be reckoned from the date of the last transaction.

*As to all other Actions :*

To 12 years for certain other debts, &c.

XXX.—It shall be a sufficient defence in all suits not falling under any of the limitations contained in the preceding Sections of this Regulation, that the cause of action arose more than twelve years before the suit was filed.

*Special case of the Thacore of Bhownggur :*

Bhownggur Thacore may plead that he acquired immovable

XXXI. *First.*—In all cases in which actions may be brought against the thacore of Bhownggur for lands or other immovable property, as specified in Section XXVII.

Clause

Clause first, it shall be a sufficient answer that he acquired, and has held possession of the same under a title conferring a *bonâ fide* right of property since the 31st December 1802.

*Second.*—And in regard to all other suits, it shall be a sufficient answer that the cause of action arose previous to the 20th July 1815.

*Third.*—But subsequent to the dates specified in the two preceding Clauses, all actions against the Thacore of Bhownugger shall be subject to the usual limitations.

#### Exceptions :

XXXII. *First.*—It shall be a sufficient answer to a defence, resting on any of the limitations contained in Sections XXIX. and XXX. of this Regulation, that the claimant had demanded the money or matter in dispute before the time of the limitation was completed, or subsequent thereto, and that the defendant or the person from whom he derives right, had admitted the justice of the demand, on proof whereof the time of limitation shall be reckoned from the date of such admission.

*Second.*—But where the debt is founded upon, or supported by an acknowledgment in writing, the answer shall not be held sufficient unless the admission is also in writing.

XXXIII. And it shall be a sufficient answer to a defence resting on any of the limitations, that the claimant, before the time of the limitation was completed, had preferred his claim to an authority possessing jurisdiction competent to try the demand, or that the parties had by mutual consent referred the matter in dispute to arbitration; on proof whereof, and on the claimant assigning satisfactory reason why there was no judgment, or award, the time of limitation shall be reckoned from the date of the last proceeding known to the defendant, in such claims or arbitration.

XXXIV. *First.*—And it shall be a sufficient answer to a defence resting on any of the limitations, that contained in Section XXVIII. of this Regulation excepted, that the claimant had, from minority, been precluded from obtaining redress, on proof whereof, a suit may be entertained at any period not exceeding three years from his death, or attaining the age of eighteen years complete.

*Second.*—And it shall be a sufficient answer to a defence resting on any of the limitations, that contained in Section XXVIII. of this Regulation excepted, that the person having the right of action was insane, on proof whereof, a suit may be entertained at any period not exceeding three years from his death or recovery.

*Third.*—And in actions for damages to which the limitation contained in Section XXVIII. of this Regulation applies, a suit may be entertained at any period not exceeding one year, in the case of minority, from the death of the minor, or his attaining the age of eighteen years complete; and in cases of insanity, from the death of the insane person, or his recovery.

XXXV. *First.*—If a person claims to recover property held in mortgage, pledge, pawn or deposit, or by other title conferring only a right of possession and not a right of ownership, in such case no length of time shall prevent the courts entertaining the suit.

*Second.*—But should such property have been held, if immoveable, for more than thirty years by a *bonâ fide* possessor as proprietor, or if moveable, for any time by a person possessing *bonâ fide* as proprietor, under a right founded on an equitable consideration, such possessor shall not be disturbed, though an action of damages may be entertained against the person by whom it was illegally alienated.

#### Of Acknowledgments granted by Cultivators under a former Government :

XXXVI. Whenever a cultivator of the soil is sued upon an acknowledgment in writing executed by him before the territory where it was executed came into the possession of the British Government, it shall be competent for him to plead that he did not receive a full consideration for the same, whereupon the plaintiff shall be required to prove his debt in the same manner as if no acknowledgment in writing had been executed, and such sum only, as in the circumstances of the case is just and equitable, shall be allowed in the decree.

property before 31st December 1802.

And in all other cases that the cause of action arose before 20th July 1815.

After which periods respectively, all claims against him shall be subject to the usual limitations.

Period of limitation how reckoned in case of demand and acknowledgment.

In case of acknowledgment in writing.

In case of claim legally preferred.

In case of minority.

Or insanity.

Special provision as regards Section XXVIII.

Rules for limitation of suits not to affect property granted in mortgage, &c.

Unless held by a *bonâ fide* possessor.

Acknowledgments granted by Cultivators under a former Government, if questioned, consideration to be proved.

## Appendix (A.)

List of Tenures that may be considered as " Tenures recognized by the Custom of the Country " under Section III. Clause II. of this Regulation :

Wanta,	Raonia,	Barria,
Gras,	Puggeea,	Meeras,
Wuttun,	Khoodkhasta,	Izaffut,
Pussaeta,	Coolejapa,	Dewustan.
Waola,		

## Appendix (B.)

Whereas you inhabitant of occupy beegas of land in the bounds of the village of in the purgunna of as jagheer, this is to acquaint you that the said tenure will cease on the expiration of one year from the time of notice being shown to you, such being the order of the Governor in Council, as expressed in the accompanying copy.

## Appendix (C.)

List of Officers who under former Governments had power to confer Grants exempting Lands wholly or partially from the payment of Public Revenue.

*Under the Emperors of Delhi :*

Sobhadars of provinces.

*In the Territories that were subject to the Paishwa :*

The Paishwa.

All officers holding the mootalikee seal.

All sirsoobhadars in their districts.

All superior local functionaries acting directly under the Paishwa, without the intervention of any superior authority, if the deeds bear date prior to 1803.

The Gykwat considered as a sirsoobahdar in the Paishwa's territories to the north of the Myhee, during the period that he held them in farm.

*In the Territories that were subject to the Gykwar :*

The Gykwar.

All subordinate officers holding the mootalikee seal.

*In the Territories that were subject to Scindia :*

Scindia.

His subordinate officers holding the mootalikee seal.

*In the Territories that were subject to Holkar :*

Holkar.

His subordinate officers holding the mootalikee seal.

*In the Territories that were subject to the Nizam :*

The Nizam.

*In the Districts that were subject to them :*

The Nabob of Surat.

The Nabob of Broach.

## Appendix (D.)

## Notice.

Whereas you inhabitant of occupy beegas of land in the bounds of the village of in the purgunna of without paying the amount due as Government revenue on the said land ; this is to intimate to you that unless within two months from the receipt of this notice you appear before me personally or by vakeel, and defend your claim to hold the land in the manner above specified, by giving in a written answer to this notice, setting forth the grounds of your claim, and produce such documentary or oral evidence as may be requisite in the case, or show good cause for not producing it, the land will be assessed at the rate of rupees per beegah.

Annexed

Annexed to this for your information is a copy of Sections XII. XXIII. and XXIV. of Regulation I., A. D. 1823, specifying the consequence which will result from your neglecting to defend your claim before me, or defending it in such a manner as to bring you within the operation of the rules contained in those Sections.

(Signed) Collector.

### Appendix. (E.)

Statement showing when Regulation III. of 1814 commenced operating in the under-mentioned Territories.

#### Zillah Surat:

Currode Vide Section IV. Regn. I. 1807, 5 June 1816.

The purgunnah of Bhugwarah - - - - -	} Section XIII. Regn. III. 1819, 6th ditto.
Turkeyur - - - - -	
The Cusba of Mota in Surat Attaveesy - - - - -	
Village of Mugdulla, with some adjoining lands in the village of Preplod, in the purgunnah of Chowrasee - - - - -	
Oolpar - - - - -	} Section XIII. Regn. III. 1819, 28th Nov. 1816.

#### Zillah Broach:

The purgunnah of Jumbooseer - - - - -	} Section V. Regn. VI. 1817, 5th June 1816.
Ahmood - - - - -	
Dejbarra - - - - -	

#### Zillah Northern Concan:

The district of Bellapoor, Atgaon, Cullian, and all the territories of the late Paishwa as far north as the Dumaun river, (Bhugwara as originally included in this zillah by the 2d Section of the Regulation here quoted, as part of the late Paishwa's territories situated to the north of the above districts as far as Guzerat, having been afterwards transferred by Regn. III. of 1819 Sect. VI. to Surat;) and lying between the ghauts of the Syadree mountains and the sea - - - - -	} Ditto - ditto - ditto.
The tract of territory to the south of the districts of Bellapoor, Atgaon and Cullian, as far as the river Apta, and lying between the ghauts of the Syadree mountains and the sea - - - - -	} Section XIII. Regn. III. 1819, 2d Sept. 1817.

#### Zillah Southern Concan:

The conquered territory bounded on the north by the Apta river and on the south by the Carlee or Malwan river; and lying between the ghauts of the Syadree mountains and the sea, known under the appellation of the Southern Concan; but exclusive of Fort Victoria and Malwan, and their dependencies, to which Regulation III. of 1814 was never extended - - - - -	} Section XIII. Regn. III. 1819, 2d Sept. 1817.
The sea coast villages in the Turruf of Paut and Ajgaon; viz. Rarree, Aroulee, Seersondee, of Ajgaon, Daholee, Kunolee, Keyloos, Mehapun, Kuncherry, Purolen, of Paut. - - - - -	} Section VI. Regn. III. 1820 17th Feb. 1819.

#### Western Zillah North of the Myhee:

Veerungaom; the city of Ahmedabad, including such villages in the Duskeeroe as are to the west of the Kharee river; the purgunnah of Purantie, and the Paishwa's share of Hursoles and Morassa - - - - -	} Section XIII. Regn. III. 1819 6th June 1816.
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#### Eastern Zillah North of the Myhee:

Cupperwunje, Tuppa Bahlej, and villages of Sundana, Antroly Wasna and Khurnej - - - - -	} Section IV. Regn. I. 1817, 5th June 1816.
Mahmoodabad, Alenah, Antrolee, Tasrah, Duskeeroe to the east of the Kharee river; the Paishwa's share of Petland and Omret - - - - -	} Section XIII. Regn. III. 1819, 6th June 1816.



## VI.

## REGULATIONS

Passed by the Governor in Council of *Bombay*, in the Year 1824. N<sup>o</sup> I. to IV.

## A. D. 1824. REGULATION I.

A REGULATION for authorizing the Zillah Civil Courts under the Presidency of Bombay to execute judgment, passed by any other Civil Authority under the said Presidency:—Passed by the Governor in Council on the 31st day of March 1824, corresponding with the 1st Chyter Sood Sumbut or Vekramajit era 1880; Salbahan 1746, and the 29th Jummaees ul Akhur 1239 of the Hijree.

Preamble.

WHEREAS it is expedient to guard against the execution of judgments in civil cases being defeated by the parties against whom given absconding from the limits of jurisdiction of the authority by which such judgment may have been passed; the following Rules have been enacted, to be in force from the date of this Regulation.

The Judge of any Zillah is to execute Civil Judgments passed by other Authorities under certain circumstances.

II. *First.*—If a defendant in a suit decided by any competent civil authority under the Presidency of Bombay shall, previous to execution of the said decision, retire from the limits of jurisdiction of the said authority into any zillah subordinate to the said Presidency, the Judge of such zillah shall on receiving a written application from the plaintiff, either in person or by vakeel, setting forth the above circumstances, and accompanied by a duly authenticated copy of the judgment, proceed to execute the same in the mode prescribed by the existing Regulations for executing decrees passed in the respective zillahs.

How to proceed if objections are urged against the execution.

*Second.*—Provided that if such defendant allege any objection to the execution, which may appear to require the determination of the authority by which the decision was made, the Judge shall allow a reasonable period for the defendant to apply for the same, at the expiration of which period, if no duly authenticated document passed by the said authority shall be produced, of such nature as to substantiate objection to the execution, the Judge shall proceed to execution as directed in the preceding Clause.

How to ascertain the competency of the Authority which has passed the Judgment.

*Third.*—If doubt exists as to the competency of the alleged authority, the Judge shall apply for information to the Governor in Council, whose answer shall be conclusive as to the question of competency.

Defendants not liable to Imprisonment after having been once released from the same.

*Fourth.*—Provided always, that a defendant who has been imprisoned in execution of any judgment, and lawfully released, shall not be again imprisoned by virtue of this Regulation, but the execution shall proceed against his property only.

## A. D. 1824. REGULATION II.

A REGULATION for removing doubts as to the Construction of Section XXVIII. Regulation I., A. D. 1823:—Passed by the Governor in Council on the 7th April 1824; corresponding with the 8th Chyter Sood Sumbut or Vekramajit era 1880; Salbahan 1746, and the 6th Rujub 1239, of the Hijree.

Preamble.

WHEREAS it is expedient to remove certain doubts that have occurred respecting the application of Section XXVIII. Regulation I., A. D. 1823, to suits arising from expulsion from caste, the following Rules are enacted.

Section

Section II. Clause I.—Civil actions to recover the right of participation in caste communications and privileges, shall be subject to the rules in the above quoted section.

Suits respecting expulsion from Caste to be subject to the Rules in Section XXVIII. Regulation I., A. D. 1823.

II. Provided that the period of expulsion from caste shall not be calculated from the time at which the members of the caste may have made any resolution of expulsion, but from the time at which the plaintiff became acquainted with it.

The period of expulsion how to be calculated

Section III. It shall be lawful for a plaintiff who has already recovered damages by an action for expulsion from caste, to institute a separate action, and recover damages thereon for each subsequent occasion of his being refused participation in caste communication or privilege, notwithstanding it may have arisen from the same expulsion which has already been tried.

Actions may be laid for each separate occurrence of Caste Rights being refused.

### A. D. 1824. REGULATION III.

A REGULATION fixing the period from which Section XXIX. Regulation I. A. D. 1823, is to take effect, and further prescribing a peculiar mode for the calculation of the periods of limitation specified in Section XXIX. and XXX. of the above recited Regulation, in certain cases in the Zillah of Broach:— Passed by the Governor in Council on the 7th of April 1824, corresponding with the 8th Chyter Sood Sumbut or Vekramajit era 1880; Salbahan 1746, and 6th Rujub 1239, of the Hijree.

IT appearing that the provisions of Section XXIX. Regulation I. 1823, bear heavy on the public in many instances from the application of the above referred to Regulation taking effect from the date of promulgation, and giving no time for adjusting accounts where balances have been for a longer period outstanding than six years under the guarantee of the old Regulations, and justice demanding that the operation of the Section in question should not take place until sufficient time has been given to persons thus situated for adjusting such balances: And whereas, from particular circumstances the creditors of Ryuts in the Old Broach Zillah were denied a hearing of their cases until rules were enacted for the guidance of the Court in such instances, it becomes necessary to exempt all such cases from the usual term of limitation in which such suits may be brought, by rejecting from the calculation the period from the date of the institution of the Udalt in that Zillah until the promulgation of Regulation I. 1823, wherein Section XXXVI. prescribes the rules under which such claims may be tried. The following Rules have been passed by the Honourable the Governor in Council.

Preamble

Section II. The operation of Section XXIX. Regulation I. 1823, shall not be considered to have effect until after the first day of May 1825, and all suits instituted previous to that date shall be tried and determined under the Regulations existing previous to passing the enactment above referred to.

Limitation of six years in Section XXIX. Regulation I. 1823, to commence from the 1st May 1825; all previous Suits filed to be settled under the old law.

Section III. The period of time which has elapsed since the institution of the Udalt in the Zillah of Broach, to the date of promulgation of Regulation I. 1823, shall be rejected in calculating the limitation within which claims of the nature described in Section XXXVI. Regulation I. 1823, shall be heard and determined.

The limitation within the Broach Zilla to be calculated without adverting to the period of time that has elapsed since the institution of the Udalt there, and the promulgation of Regulation I. 1823.

tion of the Udalt there, and the promulgation of Regulation I. 1823.

### A. D. 1824. REGULATION IV.

A REGULATION for rescinding Section IX. Regulation VI., A.D. 1820, and Section VI. Regulation V., A. D. 1820, and appointing a second Register to the Courts of Sudder Adawlut and Sudder Foujdaree Adawlut:—Passed by the Honourable the Governor in Council on the 19th of May 1824, corresponding with the 6th of Vaisack Vud Sumbut or Vekramajet era 1880; Salbahan 1746; and 19th Ramzan 1239, of the Hijree.

WHEREAS inconvenience and prejudice to the due discharge of the duties of Registrar to the Court of Sudder Adawlut and Sudder Foujdaree Adawlut is found to result from the Register to those courts taking cognizance of original civil suits referred

Preamble.

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referred to him by the Judge of the zillah of Surat, under Section IX. Regulation VI. 1820; and it is expedient further provision should be made for the discharge of the said duties of Register to the Courts of Sudder Adawlut and Sudder Foujdaree Adawlut; it is enacted as follows:

Section IX. Regulation VI. of 1820 rescinded.

II. Section IX. Regulation VI. of 1820: is rescinded.

Section VI. Regulation V. of 1820 rescinded, and two Registers and an Assistant Register appointed to the Courts of Sudder Adawlut and Sudder Foujdaree Adawlut.

III. Section VI. Regulation V., A. D. 1820 is rescinded, and in lieu of the officers thereby constituted there shall be appointed two Registers, to be denominated respectively First and Second Register, and an Assistant Register, to the Court of Sudder Adawlut: they shall hold the same situations respectively in the Court of Sudder Foujdaree Adawlut, and previously to entering upon the duties of their offices in either court, shall take and subscribe in open court the oath respectively prescribed in Section III. Regulation IV., A. D. 1800, and Section VII. Regulation VII., A. D. 1820.

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ISLAND OF SHAPOOREE.

Return to an Order of The Honourable House of Commons,  
dated the 5th of March 1826;—for

COPY OF ANY DOCUMENT

Which has been received in England, to show that the  
Island of *Shapooree* belongs to, or is within the Territory  
of, The East India Company; and from what period,  
and in what manner, it became theirs:—Also

STATEMENT

Of the Extent of the Island of *Shapooree*, and of any  
Revenue which may have been derived from it by  
The East India Company, since it came into their  
possession.

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Ordered, by The House of Commons, to be Printed,  
5 May 1826.

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## LIST.

- (1.)—LETTER from the Governor General in Council at Fort William in Bengal, to the Court of Directors of the East India Company; dated 23d December 1825 p. 3
- (2.)—Letter from Mr. Swinton, Secretary to the Bengal Government, to the acting Magistrate of Chittagong; dated 26th October 1825 - - - - p. 8
- (3.)—Letter from Mr. Swinton to the Members of the Board of Revenue in the Lower Provinces of Bengal; dated 26th October 1825 - - - - p. 9
- (4.)—Letter from the acting Magistrate of Chittagong to Mr. Swinton; dated 11th November 1825.—(With Enclosures) - - - - ibid.
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India Board, }  
May 1826. }

THO. PER. COURTENAY.

(3)

PAPERS RELATING TO THE ISLAND OF  
SHAPOOREE.

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—(1.)—

LETTER from the Governor General in Council at Fort William in Bengal, to the Court of Directors of the East India Company; dated 23d December 1825.

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

Honourable Sirs,

**W**E have now the honour to reply to your dispatch dated 8th June last, stating your wish to be put in possession of the fullest evidence of the British right of sovereignty over the Island of Shapuree.

2. On the receipt of the above dispatch, we addressed the letters, referred to in the margin, to the magistrate of Chittagong and Board of Revenue, requiring them to furnish the most full information which could be traced on their records, relative to the points therein comprised.

N<sup>o</sup> 2 & 3.  
List of Packet.

3. The letter and inclosures received from the acting magistrate, Mr. Blackburn, in reply, contain nothing material. Should the reference which Mr. Blackburn states himself to have made to the sub-commissioner in Arracan, produce any additional information, we shall not fail to transmit it without delay.

N<sup>o</sup> 4.  
List of Packet.

4. The reply from the secretary to the Board of Revenue, inclosing a letter from the acting collector of Chittagong, with several original documents, will of course attract the special attention of your Honourable Court.

N<sup>o</sup> 5.  
List of Packet.

5. From those papers you will perceive, that the first recorded measurement of Shapuree Deep was made by the British officers in 1801, A. D. at which time it was considered to form a part of the revenue division called Mouza Tek Naaf. In 1802, it was included in a lease granted to Kishen Dass Canoongo, a landholder of wealth and influence, who, it appears, intended to clear and cultivate it, but failed to perform his engagement.

6. In 1815, A. D. when Mr. R. Hunter was deputed to survey and measure the southern parts of the district, Tek Naaf and Shapuree were found in the possession of two refugee Mug chiefs, who asserted their right to the whole, on the grounds of a Sunnud granted to their father in 1790, A. D. by Mr. Bird, the collector of the district; their names were accordingly entered as Dakhilkars, *i. e.* parties in actual possession, and the lands as a Khass Mehal, or an estate in the immediate charge of the officers of Government. With respect to the above Sunnud, your Honourable Court will not fail to remark, that it carries back the evidence of our title and occupation to a remote period, and must be considered to strengthen considerably the chain of direct proof on the side of the British Government. Your Honourable Court will perceive, that some doubts attach to the *Jureeb Chettahs*, or detailed measurement papers, now produced as the records of Mr. Hunter's time, from the circumstance of Mr. Patterson's signature being attached to them, instead of that of the former gentleman. The remarks made by Mr. Hunter himself, now secretary to the Board of Revenue, in the memorandum accompanying, will of course attract your notice. We may observe, that the Chettahs in question differ only from those of 1801, A. D. and subsequent papers, in describing the island as of greater dimensions than the other measurements yield.

7. Mouza Tek Naaf, including Shapuree, was measured for the third time in 1819, A. D. under the superintendence of a commissioner, Mr. C. Mackenzie, and the

the island was recorded in the following manner; "Shapuree Deep, in 1102, the property of Government (i. e. a Khass Mehal), now appertaining to the Talook of Kishen Dass Canoongo, and in the possession of Askur Shikdar, his Imamdar."

N<sup>o</sup> 6.  
List of Packet.

8. The details regarding these several measurements will be found in the proper place; a memorandum accompanies also, drawn up by the Persian secretary, in explanation of the Sunnud, dated 1790, and correcting an error which appears in the translations of the Chettahs. For the more complete satisfaction of your Honourable Court, we have annexed copies of the extracts from the records of the Chittagong collectorship, in the native languages.

9. As to the extent of the Island and the amount of any Revenue which the East India Company may have derived from it, your Honourable Court will find, that although included in leases granted to the local zemindars with a view to its being brought into cultivation, and although partial attempts have been made to clear it, the place has hitherto remained uncultivated and wholly unproductive of public revenue. The extent of the island is differently stated in the accounts of the different measurements, those having been, it is presumed, rough estimates and not actual surveys. In 1801, A. D. the square surface is entered at kahuns or cawns, 474, or about 20 English acres; in 1815, at 4,700 ditto, or English acres 202; and in 1819, at 705, or acres 30. The proportions of chilla, or cleared land, in the two first measurements, are exhibited respectively, at 9 k. & 482 ditto. In the third measurement, c. k. 13. 1. are entered as haselat or productive, meaning probably as pasturage ground.

10. We have only farther to state on this part of the subject, that having referred to the map mentioned in the 9th paragraph of Mr. Phillips' letter, we find that it does not throw any light on the question under discussion.

11. Previously to concluding this dispatch, we cannot resist expressing our confident persuasion, that the various reports which have been submitted to the Secret Committee relative to the origin, early events, and true causes of the present war, will have satisfied your Honourable Court, that the government of Ava was determined, sooner or later, to prosecute its extravagant pretensions to the possession of our eastern districts, at the known hazard of a rupture with the British power, and that under the combination of circumstances and position of affairs which arose out of the Burmese aggressions and hostile demonstrations in 1823-24, on the side both of Chittagong and Sylhet, recourse to arms could not have been avoided on our part, without exposing our honour, our interests, and the lives and properties of our subjects, to the most serious, perhaps irreparable, injury.

12. The proceedings of the Burmese in Assam had materially altered the relative position of the two powers, and placed the former, as they well knew and often boasted, in a situation the most favourable for making a sudden descent into our territories along the Berhampooter. The establishment of their authority in that country had been from the beginning, received with just alarm by the civil commissioner, Mr. D. Scott, (one of the most upright and intelligent of your servants) who, well aware of the grasping, restless, and ambitious spirit which actuated the Burmese councils, distinctly foresaw and pointed out the danger threatening the whole line of our eastern frontier from the change of masters, which the principality of Assam had experienced. It is worthy of remark, that in the early stage of our disputes, the Burmese chiefs in Assam declared, that in 1822, Menges Maha Silwa, at the head of an army of 20,000 men, deliberately meditated the plunder of Gowalpareh and the adjacent country, where no British force could possibly be assembled adequate to check his progress, and they made it matter of reproach against the English, that, notwithstanding the forbearance shown by them on that occasion, we were assembling troops to oppose their designs upon Cachar and Jyntia.

13. On the side of Chittagong, the Burmese were acting systematically upon a plan of slow and gradual encroachment in prosecution of their favourite object of acquiring a footing in Bengal, after they had conquered all the intervening petty states, fully prepared to come to issue with us whenever we should make a stand to repel their advances. The seizure and detention of the commissariat elephant hunters during two successive years, whilst engaged in the prosecution of a most important branch of the public duties of that department, near Ramoo and Curgunna;

gunnea; and the insolent bearing and language assumed on those, as on many former occasions, by the Arracan authorities, in their communications with the local British officers, formed in themselves no light grievances. With respect to Shapuree lying, as it does, indisputably and undisputed, on the British side of the main channel of the Naaf, that island, independent of the written evidence forthcoming on the public records, was *prima facie*, from its position, a portion of the Honourable Company's territory; and it behoved the Burmese, under such circumstances, to prove their title to the place by some testimony more valid and convincing than mere assertion. We were in possession of the ground on which a party of our Sipahes had been posted; it had always been considered by us and by the Mugs to form a portion of our dominions, at least since 1790, A. D. We possessed written and recorded testimony on our side of a conclusive nature; and further, we invited investigation, and were ever ready to enter into fair and amicable discussion. The Burmese, on the contrary, never offered or pretended to produce an atom of proof, and it is worthy of remark, that they rested their claim to the Island of Shapuree mainly on the same ground that they asserted a title to Ramoo, Chittagong, Dacca and the eastern districts of Bengal, viz. that the whole once belonged to the Mug Raja of Arracan, "whose pagodas and chowkees were there." It is true, that the Raja Tooroo Wyn deputed a messenger to the presidency in August 1823, with a letter to the Governor General, demanding, in peremptory and menacing language, the removal of the British guard from Shapuree; but, without waiting even to learn the result of his remonstrance, he proceeded, in less than a month afterwards, to carry his threats of applying force into execution, under the express orders, as was carefully promulgated, of his sovereign, the King of Ava.

*Note.*—The Viceroy of Pegus in his letter written by order of the Government of Ava, and recorded as follows:

Sect. 1824, Dept. Con. 19th March, N<sup>o</sup> 30, says: "Chittagong, Ramoo, and Bengal form part of the four great cities of Arracan. *Shin Mabu* (Shapuree) is annexed to the four great cities, &c. &c."

14. It is now well known from the European residents at Rangoon, as well as from the later dispatches of Sir Archibald Campbell, that at an early period of our discussions with the local Burmese officers, a powerful party at the court of Ummerapura, headed by the Maha Bundoola, seized that opportunity of strongly urging the king to assemble an army for the purpose of enforcing his visionary claims on the eastern district of Bengal, and that the most extensive preparations were making in Ava for a war of conquest and aggression during some months previous to the actual rupture between the two states. The formidable Burman army, which afterwards invaded Chittagong, was assembled to overrun the southern districts; whilst the combined forces from Assam and Munnipore, after establishing themselves securely in Cacher and Jynta, were prepared to lay waste the districts of Sylhet and Tipperah. Threatened as we were simultaneously at so many and such vulnerable points, by the hostile demonstration and arrogant pretensions of a government proverbial for its ignorance, barbarism and untractableness, which had refused to listen to our *petitions*, as it insolently termed the solemn remonstrances of the Governor General in council, and referred us to its victorious generals for an answer, an appeal to arms on our side would, we are persuaded, have been *inevitable and fully* justifiable from the necessity of the case, even had our right to the Island of Shapuree been far less clear and substantial than is undoubtedly the fact. Had we resolved to pursue a temporizing policy under such circumstances, we must, most unwisely, and with serious loss of reputation in the eyes of all India, have tamely submitted to aggression and insult, thus augmenting the insolence and audacity of the Burman nation; and we should assuredly have been compelled to appeal to arms in the end, and at a time when we might have been engaged in other quarters, and the plans and measures of our opponent would at all events have been more matured.

15. It is well worth while to consider a little in detail the immediate and direct sacrifices which we must have made to purchase a temporary and precarious peace, after the conduct pursued by the Burmahs in 1823-24.

16. In the first place, we must have relinquished our claims to the forest land at the back of Ramoo and Gurgunnea, which the Company's elephant hunters had frequented for years, as a part of the British territory, otherwise the opposition made by the Burmese, and the repeated seizure and imprisonment of the servants belonging to one of our public establishments, must necessarily have induced frequent angry and irritating remonstrances on our part, quite incompatible with the permanent maintenance of friendly relations.

Secondly, We must have tamely abandoned our right to an island which, however inconsiderable in size and actually unproductive, had nevertheless been often



the subject of notice on the public proceedings, and stood recorded as a portion of the British territory.

Thirdly, We must have patiently endured the insult and wrong offered to us in the attack and slaughter of a party of the Company's troops, stationed on Shapuree, no less to preserve that which we considered and had declared to be our undoubted right, than to protect our peaceable subjects, in the vicinity, from murder and plunder.

Fourthly, We must have witnessed, in passive silence, the passage of the Burmese across the natural mountain barrier, which so distinctly separates the two empires, and their intrusion into the plains of Bengal; their subjugation of Cachar, a country, in its population, language, institutions and geographical position, essentially a part of Bengal, and the legitimate Rajah of which then actually resided under our protection; and also the establishment of their authority in Jyntia, another petty chiefship, which had long been intimately connected with, and was essentially a dependent of, the British government.

Finally, we must have tolerated, without the slightest resistance, their occupation of a position which placed the richest part of the district of Sylhet and the Sudder station itself completely at their mercy, in the then state of our military force, which gave them the command of the Soorma, as well as of the Barhampooter rivers; and which, whatever number of troops we might have collected for our defence, would infallibly have led to heavy loss of revenue, the serious interruption of cultivation, and the permanent flight of many of our Ryots from their homes, through the dread universally inspired by the proximity of that sanguinary, barbarous and un pitying race\*. Is it to be believed, when the peculiar character of the government and people of Ava, and the nature of their pretensions on our eastern districts, are duly weighed, that in such a state of irritating, and, to our subjects, alarming contact, or rather collision, we could have much longer delayed to draw the sword in self-defence, whatever extent of petty outrage and encroachment we might have resolved to tolerate, in the vain hope of avoiding the necessity of war? And, if by the intrusion of this arrogant and untractable race beyond the limits which nature had placed between us, we were forced into a relative position, which rendered any long maintenance of peaceful relations not only precarious, but in truth impracticable, was there any thing at the time in the political aspect of affairs in India, or the condition of our power and resources, which could have required or justified our overlooking a succession of positive, though perhaps, separately considered, trifling acts of insult and aggression, in the idle speculation that, by recourse to temporary expedients, we might avert the evil that inevitably threatened us, sooner or later? We confidently answer in the negative. And, when we reflect on the state of affairs brought about as above, by the acts and conduct of the enemy, and not by any seeking of ours, we deliberately and conscientiously affirm, notwithstanding all the embarrassment and suffering which have been produced by the war, and to which none can be more painfully alive than ourselves, that we should have unworthily sacrificed the high interests committed to our charge, if we had longer deferred the declaration and vigorous prosecution of hostilities against the state of Ava.

\* Note.—No language can exaggerate the ferocious cruelties inflicted by the Burmahs on the people of Assam, Manipoor, and Cachar. It was, in fact, their constant practice to sweep away a large part of the population of all the conquered countries into endless, irredeemable banishment and slavery in their own land; and that, too, under circumstances often of the most revolting barbarity.

17. The period selected for the declaration of war, and the measure of sending an expedition to Rangoon, have been made the theme of frequent censure, as if in reality any option had been left us in those respects. On these points we beg leave to trouble your Honourable Court with a few remarks.

18. The accounts which we had received previous to the month of March 1824, had distinctly apprized us that a powerful Burmese army was collecting in Arracan; and we judged, moreover, from the obstinate character of the people, that there was little chance of their relinquishing their designs on the Cachar side, although in the first instance repulsed. At the same time we knew too well, how utterly vain and futile would be any plan for protecting Chittagong, Tipperah, and Sylhet, during the approaching hot weather and rains, by any amount of force which we could have ventured to station in their noxious and pestilential swamps and jungles. We felt convinced, therefore, that our only prospect of drawing off the Burmese from the project of invasion, which we believed them to meditate at that particular season, as the fittest for their purpose, and compelling them to direct their attention to the defence of their own territory, was the equipment of a powerful expedition to seize and hold temporarily their principal sea port, the second town of their empire

empire, whence at the same time, we might hope to teach an impressive and salutary lesson of our power and resources. Our success in the first of the above objects, if not complete, was at least very considerable, so much so, that we conscientiously believe the Rangoon expedition to have saved the Chittagong district from premeditated devastation and ruin, if indeed it did not ward off still more extensive and alarming mischiefs. We are firmly and deeply persuaded, that the invasion of Chittagong was no consequence of our proclamation of war, the official promulgation of which, in all probability, was utterly unknown to the Burmahs. A large force had been for months concentrating in Arracan, by the different routes leading from Ava, under the Maha Bundoola, fully bent on invading the British territory, with the views and motives already explained in preceding paragraphs. Scarcely had the Bundoola crossed the Naaf, when the first reports reached himself of the appearance of a British armament in the Irawuddi, and at the moment when the small and inadequate force, injudiciously left without support at Ramoo, was overpowered and destroyed, the fall of Rangoon became fully known in the Burman camp. The above news was rapidly followed by accounts of our conquest of Cheduba and Negrais. It was this intelligence that paralyzed the movements of the Bandoolla's really formidable army, which induced him to remain at Ramoo, until he should learn the pleasure of his master the King of Ava, (into whose imagination and calculations it had never previously entered for a moment, that we should dare to attack a principal town of his dominions) and which finally caused his precipitate retreat to Ava, when the repeated successes of the British arms in the vicinity of Rangoon, began to give to the Burmese a juster notion of the character of their foe. The force of the enemy in Cachar would, we are fully satisfied, have been similarly withdrawn, had not the state of the country rendered their retreat physically impossible, earlier than the month of October.

19. With respect to the second object; although the results have failed to equal our anxious and not unreasonable hopes, we must ever maintain that the formation of an armament against Rangoon, and the coasts of Arracan and Tenasserim, was in fact the only measure which could have been adopted, calculated to make an early and decided impression on our enemy, and to inspire him with a just sense of our power and resources. It was fair also to speculate, as we did, that such a measure, combined with the liberal and moderate terms of accommodation which we simultaneously offered to the court of Ava, would have brought that government to reason, and induced it to terminate a contest, which, it would then see, could not be prolonged without infinite cost and suffering to the Burmese nation at all events, however their invaders might fare.

20. Regarding the season of the year at which the expedition was equipped, besides the reasons above advanced for dispatching it as early as possible after it became evident that hostilities, and the exposure of our territories to hostile invasion, could not be avoided nor otherwise provided against, we beg to observe, that we had received no information which could lead us to believe the climate of Rangoon at all peculiarly unhealthy during the rains; and we now feel ourselves fully justified in asserting, after the experience of the season of 1825, that it is really not so. The very extensive and melancholy sickness which prevailed in Sir Archibald Campbell's army, from July to November 1824, had its first origin in an epidemic fever, of a casual, not local character, which visited Rangoon in the month of June, as it did Calcutta. We may remark incidentally, that precisely the same fever has this season raged in Upper India. The effects of the above epidemic, of course, impaired the health of the men generally, and rendered hundreds who would otherwise have escaped, wholly unable to stand the severe service and privations which ensued. The want of fresh meat and other wholesome food, in itself sufficient to have produced extensive sickness, infinitely aggravated the evil, and this was to be ascribed mainly to the entire desertion of the place by its inhabitants, an event which could not have been anticipated. Under a happier combination of circumstances, equally beyond our controul or calculation, we have no hesitation in saying, that the expedition to Rangoon would have not only produced, as it actually has done, much of the good we anticipated, but would have been unattended with any of those painful and melancholy features in the situation of the army, which cast so deep a gloom over the early stages and operations of the war.

21. It would lead to too great detail, if we proceed to point out all the other considerations which induced us to fit out the expedition during the south west

monsoon. The main part of the force was of necessity to be collected on the coast, where, during the first two months of the favourable season, viz. from 15th October to 15th December, ships cannot with safety ply. Any great delay in dispatching the armament would have given the enemy time to prepare for defence, and obstruct the passage of the river, whilst we should thereby have sacrificed the object contemplated of making an early move upon the capital, and should, in effect, have had to contend with the whole Burmese force, at a much later period of the year. Thus, the first cold season would have passed away without our being enabled to advance to Poonie, and the ensuing season of the hot weather and rains would still have overtaken our army at Rangoon, and have entailed all those hardships to which we are accused of wantonly exposing our gallant troops, by dispatching the expedition in April and May.

22. Your Honourable Court will, we trust, pardon the digression we have fallen into, in submitting the above general observations, on this the first occasion of our addressing you relative to the Burmah war; and should we happily succeed thereby in placing before you, in their real and just light, any of those points which have been so studiously assailed and misrepresented in the periodical publications of England, the object which we proposed to ourselves in entering upon them will be most fully and satisfactorily answered.

23. It may be proper to add, that such of the members of the present government as were not parties to the transactions above referred to, will not of course, by their signatures to this letter, be understood to express their personal knowledge of all the facts therein mentioned, or their original concurrence, in measures which, at the time of their adoption, were not made known to them. But they have no hesitation in recording their unqualified acquiescence in the general views of policy which have been stated, with the sanction of the Right Honourable the Governor General, in this dispatch.

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

Your most faithful humble Servants,

Fort William,  
23d December 1825.

*Amherst.*  
*J. H. Harington.*  
*W. B. Bayley.*

—(2.)—

LETTER from Mr. Swinton, Secretary to the Bengal Government, to the acting Magistrate of Chittagong, dated 26th October 1825.

(Copy.)

To W. Blackburn, Esq. acting Magistrate of Chittagong.

Sect. Dept.

Sir,

IN the second paragraph of Mr. Lee Warner's letter to the address of the secretary in the judicial department, dated 6th February 1823, the following passage occurs: "I have for some time been apprehensive of a disturbance respecting the possession of the Island of Shapuree, as was submitted to government in my letter to the superintendent of police in the year 1821, and I have no doubt the present murder has been committed in the hope of deterring the Honourable Company's Raots from cultivating that island. The right of possession is proved by the reply of the acting collector of this district to my communication."

2. The Governor General in Council desires that you will transmit a copy of the letter, above referred to, from the magistrate of Chittagong to the superintendent of police in 1821; also, copies of the correspondence which appears to have passed at the time with the acting collector on the subject of Shapuree, and more especially of the reply from that officer cited by Mr. Warner. You will of course apply to the collector's office for copies, should your own records not comprise the whole of the papers required.

Fort William,  
26th October 1826.

I have, &c.  
G. Swinton, Sec<sup>r</sup> to the Gov<sup>r</sup>.

—(3.)—

LETTER from Mr. Swinton to the Members of the Board of Revenue in the Lower Provinces of Bengal, dated 26th October 1825.

(Copy)

To J. Pattle, W. Money and J. W. Sherer, Esquires, Members of the Board of Revenue in the Lower Provinces,

Gentlemen,

"THE former magistrates of Chittagong, Mr. E. L. Warner, in a letter dated 2d August 1823, transmitted copies of certain measurement accounts of the Island of Shapuree, in Mouza Tek Naaf, made whilst Mr. Hunter was acting collector of the district. As these refer obviously to former measurements, I am directed by the Governor General in Council to request that you will procure and furnish to this office, with the least delay, practicable copies and translations of all such former measurement accounts, whether prepared in Mr. Ker's time or previously thereto. You will be pleased at the same time to instruct the collector of Chittagong to search his records diligently, for the purpose of collecting all the information which he can trace, exclusive of the above, illustrative of the right of the East India Company to the Island of Shapuree, and the time and manner in which it first came into our possession.

I have, &c.  
26th October 1825. Geo. Swinton, Sec<sup>y</sup> to the Gov<sup>ty</sup>

—(4.)—

LETTER from the acting Magistrate of Chittagong to Mr. Swinton, dated 11th November 1825.—(With Enclosures.)

(Copy.)

To George Swinton, Esq. &c. &c. &c.

Sir,

"IN obedience to the orders received in your letter of the 26th of October, I beg to forward a copy of Mr. Lee Warner's letter, dated the 12th February 1821, and such other papers as I have received from the acting collector of this district. Most of the letters and papers regarding this war were taken by Mr. Robertson to Arracan. I have forwarded a copy of your letter to the sub-commissioner, and any additional information that may be received from that office shall be immediately forwarded to you.

Chittagong,

November 11, 1825.

I have, &c.

W. Blackburn, Magistrate.

To H. Shakespear, Esq. acting Superintendent of Police, Lower Provinces, Calcutta.

Sir,

I HAVE the honour to transmit you my report respecting the Thannahs of Ramoo, Chuckera, Sat Koneah and Puttiah, which have been visited by me last month. I shall endeavour to be as brief as is consistent with the several points. I beg leave to bring to your notice, in the expectation of your recommending the adoption of those which appear to you advisable, and which I conceive will tend greatly to the improvement of the police and the comfort and happiness of the population.

## Thanah Teknaaf.

1. The distance of the Thanah on the Naaf from Cox's bazar prevented me from personally visiting it, but from my intercourse with several of the Surdars resident in that part, I am happy to learn the country is quite peaceable and very fast bringing into cultivation; the population chiefly consists of Mugs, who have their own zemindars, as it is only in this division that the Mugs have any zemindaree possessions. A person, named Sutung Troo, (a Mug Joomrea) has of late received a grant for ten years (I believe) of all the hills to the south of the Sunkur or Sungoute river, a distance to our confines of some thing more than one hundred miles. The zemindars at Te Knaf have for some time been cultivating the hills in their possession hitherto, but this person demands revenue as the zemindar, holding his Pottab from the collector by order of the Board of Revenue. Much disturbance and ill will may arise from the enforcement of revenue, and I conceive, in every strict sense of justice, that the zemindars who have cultivated the hills, and invariably considered them as appendages to their estates, should, in this remote division, and as an incitement to their perseverance in bringing their waste lands to a state of cultivation, be allowed to retain their own, without the interference and demand of revenue made by Sutung Troo, which reduces them to Talookdars, or second degree of proprietors of the soil. The division of Tek Naff should not be included in the grant. The communication across the Naff with Arracan is very frequent, and the Burmahs resort in great numbers to Coxe's bazar for trade, chiefly by water; there are two roads leading from Coxe's bazar to Tek Naff, a distance somewhat less than fifty miles, the one by the sea shore, the other branches off from the Raizoo river, by way of Okea and Nula. I had no complaints made to me, and the establishment of the Thanah is to be considered more as a means of communication than actually as a police; its situation immediately on the confines precludes the direct information of crimes committed; but in fact a very great part is entire jungle, and the villages, which are not numerous, are generally inhabited by Mugs, some Mussulmen, but scarcely an Hindoo; no haut or market in the division; every thing is procured from Coxe's bazar or its neighbourhood. An island, called Shapuree (vide Lieutenant Cheap's map), has been given by orders of the Board of Revenue to certain persons, but they dare not cultivate it from fear of the borderers; some determined measures should be taken, either to allow it to remain a neutral island or chur, or to give possession by degrees. These little cavillings which take place may lead to a serious aggression, and from their feeding at times buffaloes upon it, a right of possession claimed; every thing hitherto since I have had charge bespeaks the quiet and happiness of the people.

## Thanah Ramoo.

Coxe's bazar in Ramoo Thanah division (the assumed number of houses in this place is 4,500, allowing a population of 25 to 30,000 inhabitants), is very much crowded, and requires some distinct police; and I beg leave to suggest, that the interior management of this town be given to a certain number of the head Mugs, who shall have their own peons or burkundazes, forming a sort of Punctaet, who shall superintend and control the inhabitants of the respective Muhullas, and improve and widen the streets, which have been very much encroached upon; the bazar, which is very well attended, to be kept in better order, and every individual obliged to attend to some degree of exterior cleanliness; at present the filth and stench is beyond description, and must necessarily cause a great mortality amongst them, and the damage caused by fires incalculable; where the houses are so crowded together, a village watch should be entertained on a similar footing to the Choakedaree establishment. The Punctaet to be considered more as an honorary than a lucrative office; at present I merely submit my opinion, and, if approved, a more regular plan can be formed, but I conceive it is worthy of the notice of government. The Thanah of Ramoo is distant about eight miles; the Mugs thus associated can never assimilate with the other classes; they have their own customs, laws and religion; the lower class look up to their respective heads, and are generally obedient; to others they are surly, and by no means willing to do as directed. My opinion regarding police is partly grounded upon their custom of electing a Sirdar, which is entirely one of free consent; twenty or thirty, or whatever the number may be, meet and declare themselves under the control and orders of such a person, whom they create their Sirdar. The traffic with each other is on a considerable scale, for almost all the Mugs are merchants, but very few having lands, especially those in this town, their commerce with the Burmahs consists chiefly in cloths, silks, king-fishers, dried beetle-nut, tobacco, &c. This race of people

people is looked upon with contempt by the other classes, and no little advantage taken of their ignorance; they have suffered much, and I fear still require a helping hand to bring them to a civilized state, and the adoption of a plan of the nature proposed will do much towards this happy effect. Annexed to this Thanah is Mascall island, and for which a subsidiary police is entertained; I recommend its being abolished and placed under the Darogha; the distance across from Carus-cool is trifling, and the superintendence may be easily made effective. The whole island is included in one zemeendary, belonging to Chundee Churn, adopted son of Kalee Churn; the interior of the island and the western side well cultivated, but a considerable quantity of jungle and forest trees, especially the Gerjun tree, remaining on the eastern side; a chur has been formed at the southern end, which is separated from the main island by a narrow channel; the one is called the great, the other the little Mascall Island; the population of the two not exceeding 3,000 in all; the Martarbaree Island is also attached to this Thanah, but the cultivation not being extensive, or any regular settlement made, it does not require any particular remark; this too is the property of Chundee Churn; Mulka Banoo, the wife of Jafur Allee, has the Talookdaree right; at present Jungulbooree, the Bakkalee river, separates Cruscool from Coxe's bazar; several Mugs reside in it, as well as Mussulmen. The conduct of the late Darogha, Mohurer and Jemadar, at Ramoo, had been not only remiss, but attended with much oppression, partly in levying contributions and in apprehending and releasing at his own discretion persons, without reference to the magistrate, or noting it in the daily book. They have severally been dismissed, and the Darogha and Jemadar sentenced to confinement in the jail, without labour; the first for a period of six months, the second for three months; the Mohurer, in whose case there are not such proofs of general bad conduct, for the space of one month. Some Sepoys are detached at Ramoo, Eedgong, Chukria, and Hurwung, which guards are not required, and I have addressed government on the subject of their recal.

In the Chukrea Police Division, Hurwung is situated, and is one of the halting places, in the route of Chittagong from Ramoo by land; the Mug population consists of about 1,160 houses, a few hold lands under the zemeendar, but almost all are either trades or artificers; this town might, with advantage, have its interior police; this to have solely effect within the limits of the town; those who are scattered about and residing in the villages to be incorporated with the other classes. The whole district to the southward, including the Thanahs of Teknauf, Ramoo, Chukria and Puttea, has afforded me much gratification, the inhabitants seem to enjoy every comfort compatible with their situation, and are in the possession of a fertile and well cultivated soil, particularly on the banks of nullahs, and have the advantage of wood, oil, and other necessaries of life, procurable in their own villages, or at farthest, at the nearest market; the present cheapness of grain in those parts, gives more than a sufficiency; and it is worthy of notice, that the district has within the last two or three years, exported very large quantities of grain, whereas importation was before necessary for the support of the people. I have taken every opportunity to collect information, and have with the assistance of the landholders, made sketches of the several villages, as well as the nullahs, roads, &c. which exhibit the connection of each, and identify the local situation of any place at once, to the magistrate, and points out the zemindar without further reference. The road is generally passable, and being of much importance in the event of troops marching, should be kept in better order, and the bridges in better repair; it is commonly a bund raised from four to five feet high, as the nature of the country renders necessary, and perhaps four or five feet broad; the bridges sometimes of one plank, others of two, but very few of three, which is inexcusable, with the abundance of wood at hand; the magistrate should, I conceive, be authorized to call specifically upon the respective zemindars, and enforce their attention to this desirable point. The island of Kootoobdia is annexed to the Thanah of Chukria, with a subsidiary establishment; it may also be placed under the Darogah; the Thanah itself is not large, and the communication by the Moree river, easy. This part of the country is very fast bringing into cultivation.

Thanah Chukrea.

Satkonea, the adjoining Thanah, is in general very highly cultivated, and has the benefit of three large nullahs, or they may almost be called rivers; the Dulloo, which runs close by the Thanah; the Gurlob and the Hungar; several small streams from the hills fall into them, and in the rains must form a large body of water; the banks

Thanah Satkonea.

banks are highly cultivated with pepper, sugar cane, tobacco, kulnee, and here and there, pan gardens. Chutang Furoo already mentioned, is also a large landed proprietor in this and other divisions, independent of the hills which he occupies under the name of Kupas Mehal. The Joomiahs frequent the markets, and are, as far as I can ascertain, a quiet race of people; they are governed by their own laws and usages, in the hills, without any reference or interference with us; they are generally denominated Mug Joomias, by way of discrimination between them, and those under Durm Buksh Khan, to the north east, bordering upon the Raojan Thanah. It may not be deemed irrelevant to the present communication, to state their process of cultivation. They first of all burn the jungle, and after the fire has consumed the heavy part of it, scatter the ashes; this occupies them during January, February and March; they then proceed, each man taking a kodalee, and making a stroke with it, throw in whatever grain comes to hand, from a basket, suspended on their backs, containing different kinds of rice, cotton, pepper, chenar, &c. these several seeds ripen, and are gathered at their respective seasons, without further labour; the first crop of rice in August, and the cotton in November or December; a hill is never cultivated more than three years successively, when the soil is allowed to recover itself; and other hills are taken in rotation. I found this Thanah in good order, and received no complaints worth commenting upon.

**Thanah Puttiah.**

Puttiah is one of the largest and best cultivated divisions of this district; several zemindars, descendants of former chiefs, of whom Zorawur Sing Hugarac, son of Luchmun Sing, son of Mungut Sing, whence Munjeet Nugar, a very large and populous village; Noor Chumna, widow of Neamut Khan, adopted son of Shirzuman Khan, son of Adoo Kan, whence Adoomugar, another considerable village; reside at Dottuzaree, near the banks of the Sunkur; besides these, there are several respectable zemeendars. I am of opinion very much benefit may be derived from calling the services of those proprietors into exertion, and supporting them in the exercise of their authority over the lower classes; it is in their power, if they have the will, to trace every offender, and not only to cause the apprehension of criminals, but, what is of much greater moment, by vigilance and care to deter them from the commission of petty crimes; heinous crimes are not frequent, with the exception of burglaries, which I hope, with the assistance of the zemeendars, to diminish. My desire is to adopt the most conciliatory measures with them, and do all in my power to encourage them in making their reports to me, and by no means to annoy them in every petty case, but, if possible, to prevent the harassing system too frequently pursued by the police officers, whose very appearance is sufficient to make the inhabitants leave their homes. Some of the passes through the hills are very steep, and in the rains impassable for cattle, from the nature of the soil and the torrents of water. The Gurjun tree, from which the wood oil is extracted, the Toon, the Jazool, and the Telsur, are the most common, and grow to an enormous size, especially the first. This report affects the principal part of this district; and the most remote Thanahs, which cannot be very often visited by the magistrate, the divisions of Raojan and Hazary Haut, are sufficiently near to admit of those making their complaints who have suffered either from the oppression of the police or from others. I hope to be able to proceed shortly towards Phutickchuree, which is extensive and populous, and requires the attendance of the magistrate; in doing which, I shall pass through the Thanah of Hazaree Haut, and make my observations according; the Thanah of Zorawurgunge will also, if possible, be visited by me. The only annoyance in this division is the continual quarrels and disputes between the salt agents, Gomashtas, and the Talookdars and others.

The subsidiary police at Seeta Roond and annexed to Thanah Zorawurgunge may also be done away, and I recommend the Thanah of Butteary, which is not three coss from this town, be removed to Komareea, and the above Phanree annexed to it. On making a reference to Lieutenant Cheap's map, you will see that Koomareea is nearly central.

The islands of Sundeep and Hattiah are out of all control, and I wish some measures were taken relative to their disposal. Sundeep is more immediately an annexation to this zilla than any other; but in the stormy season the passage is far from being safe, and having no hullah or place of refuge in the event of a storm, on its western side, renders it extremely dangerous. The disputes between Pran Kishon Bis was the zemindar and the Talookdars, add much to the disturbed state and

and peace of this island; Sundeep is difficult of access; you may suppose Hattia must be very much worse. I shall not dwell upon the subject, as Mr. Walters, when joint magistrate, made his report to you; but I conceive no efficient police or control over these islands can be established, without some civil officer is appointed to take charge of them, and by degrees not only an increase of revenue by this measure be obtained, but every hope of their being brought into good order, and the inhabitants made useful subjects to the state.

There are at present five guard boats allowed, three for the year and two for six months, detailed in annexed statement. I recommend only two boats being entertained, and those placed under the orders of the magistrate at the Suddur station, as they are at present attached to particular Thanahs; and under the control of the Daroghas more oppression than benefit is caused, for the police officers seldom or ever interfere, unless it is for the purpose of annoyance, or making collections: the magistrate to issue written instructions, directing them where to proceed, and to send a Chuprassee or Burkundaz, being an intelligent man, on board, and a report to be made personally by him. In this manner they may be of much use, and also in bringing witnesses from the islands, or elsewhere, whose attendance is required before the Court of Circuit. The saving will be very considerable. The allowances given to a Burmah interpreter may also be discontinued; his services are not required, or if they are, can be obtained; he receives ten rupees a month. The proposed arrangements make a saving of 1,272 sicca rupees yearly to government.

I am, &c.

*E. Lee Warner, Magistrate.*

Zillah Chittagong, the 12th February 1821.

TRANSLATION of a Report addressed by Sheikh Futteh Ullee, acting Darogah of Thanah Teknauf, to the Magistrate of Chittagong, dated 1st of April 1822 (22d of Cheyt 1284, Mug era) (1280, Beng. style).

I HAVE heard a report that certain Burmese, with the intention of cultivating the lands of the island of Shahpuree, have built three or four houses on that chur, but I have not been able to ascertain the truth of it. I propose, therefore, proceeding to the island with three or four Burkundazes, to make a personal inquiry into the state of the case, and will duly communicate all the information I may obtain.

Ordered, That as the island and the realization of its revenues appertain apparently to the collector's department, a copy of this report be forwarded to the collector, in order that he may investigate the particulars regarding the said chur; and if he shall ascertain that it belongs to his jurisdiction, he will take the necessary measures. Every assistance will be afforded from this office to carry them into effect.

*E. L. Warner, Magistrate.*

Dated 25th of April 1822.

HAVING ascertained that formerly a statement of the measurement of the island above-mentioned was required from the officers of this collectorship, which as yet has not been presented by Mittunjee Mohurind,—

Ordered, That the record keepers be required to produce the chittahs, together with a report of the period when it was measured, and in whose names it was entered, in the space of four-and-twenty hours. On its being received, the necessary orders will be issued.

*H. Walters, Collector.*

10th of May 1822.



PROCEEDINGS held before Mr. H. Walters, Collector of Chittagong,  
on the 11th of May 1822.

COPY of a report addressed to the magistrate of the Zilla by Sheikh Futteh Ullee, acting darogah of Thanah Teknaf, regarding Deep Shahpuree, having been perused, it appears that the magistrate, on the 26th of April, wrote upon it, that if the island was included within the limits of the Chittagong collectorship, the necessary measures relative thereto would be taken by the collector. Accordingly, a report of the several particulars connected with the island, and a chittah of measurement, were required from the record keepers, and have been delivered in this day by Chuttur Narain Muhafiz. From these papers it is clear that the island is situated within the British territory; but as resistance to the aggression of the subjects of a foreign state does not rest with the collector: Ordered, That a copy of this roobukaree, with a copy of the report alluded to, be forwarded to the magistrate, in the hope that he will take the necessary steps to protect the rights of government and its subjects, and to oppose, by such means as he judges proper, the usurpation and violence of foreigners.

PROCEEDINGS held before Mr. W. Norris Cartwright, acting Collector  
of Chittagong, on the 31st January 1823.

ON the receipt of the magistrate's roobakaree of the 27th instant, requesting to be informed whether Deep Shahpuree and Deep Narkulleah are within the limits of the Zillah, orders were issued to Bobhun Mohun, Mohafiz, and Goor Mohun, acting meer moonshee of the office, to deliver a report on the subject. From their statements, received to-day, it appears clear that Deep Shahpuree is within the limits of this district; but no information regarding Deep Narkulliah is forthcoming in the office records: Ordered, That copies of this roobukaree, and the report above-mentioned, be forwarded to the magistrate, in reply to his application.

(A true translation.)

*S. Fraser,*

Deputy Persian Secretary to Government.

*N. B.*—Copy of the report has not been forwarded.

—(5.)—

LETTER from the Secretary to the Board of Revenue in the Lower Provinces to Mr. Swinton, dated 13th December 1825.—(With Enclosures.)

(Copy.)—N° 3,931.

To G. Swinton, Esq. Secretary to Government, Secret Department.

Sir,

A COPY of your letter of the 26th October, regarding the measurement of the Island of Shapooree, having been transmitted to the acting collector of Chittagong, I am directed by the Board of Revenue for the Lower Provinces to transmit, for the information of the Right Honourable the Governor-General in Council, the accompanying original letter from Mr. Phillips, together with the original enclosures furnished by him, dated the 12th November, from which his Lordship in Council will observe that the earliest measurement recorded is that effected in the Muggee year 1163, corresponding with 1801-2, Chr. æra, as shewn in inclosures marked (A.)

2. I am also directed to transmit a copy of my memorandum of the 8th instant, regarding the measurement exhibited in Mr. Phillips's enclosures marked (B.) together with the original records of this office detailed in the margin, in regard to the grant of a puttah for lands at Moorossee Cheel to Sadutdeen, which appears to have given offence to the Burmese in 1810.

3. I request you will return the original records herewith submitted when no longer required.

*R. Hunter, Secretary.*

Board of Revenue, Lower Povinces,  
the 13th December 1825.

N° 507.

To R. Hunter, Esq. Secretary to the Board of Revenue, Lower Provinces,  
Fort William.

Sir,

1. WITH reference to the instructions conveyed to me in your address of the 28th ult. and the annexed copy of a letter from Mr. Secretary Swinton, I have the honour to submit the result of my inquiries regarding Mouza Naaf Tek and the Island of Shapuree.

2. All the documents connected with the subject, with a detailed account of them, are transmitted herewith.

3. It appears that the first measurement of the places in discussion ever made by the officers of this government was in 1162 M. S. or 1801 A. D.; the word "Sewaidag" distinctly proves this; in that measurement the Shapuree Island was included as forming a part of Mouza Tek Naaf. I imagine, however, that neither Mr. Ker or his native Omlah ever passed over the island with the measuring rod; such an operation was, and probably at the present moment would be found scarcely practicable. With the exception of a few patches of reed and grass land, the surface of Shapuree Deep is, I am informed, covered with dense and impenetrable jungle.\* An estimate of the quantity of land only was formed.

4. In 1802, Kissen Doss Canoongee, a native of considerable wealth and influence in the district, engaged for his estates situated in different parts, both to the north and south of the city of Chittagong, amongst which he got Shapuree Deep entered as a Khass Mehal, containing 3 drous. 15 caus. 4 gs. of waste ground, of course paying no public revenue. I confess that as regards the island,  
I cannot

Mis.  
Present,—  
W. Money,  
J. W. Sherer.

From Collector, Chittagong, with Enclosure; 6 Dec. 1810.  
Copy of Board's Order; 18th Dec. 1810.  
From Collector with Enclosures; 6 Jan. 1811.  
Translation of above Enclosure.  
From Collector, with Enclosures; 28 Jan. Board's Orders, 12 Feb. From Collector; 18 Feb. Recorded on 26 Feb. As requiring no answer.

Vide copy of Jureeb Chittah's, marked (A.)

*Note \*.*—Ascertained from the deposition of many natives who have been there, and of Tunnoo Ram Mohurrer, who was with Sanchiram, Mr. Ker's jineel ameen at Tek Naaf in 1801. Tunnoo Ram is a brother of Sanchiram,

I cannot help considering the contract in question as a nullity. The practice of introducing tracts of forest land in a pottah is common enough in Chittagong, and is done not so much with an intention of clearing and cultivating the ground as of securing a revenue, should others do so; in the present instance, however, Kissen Doss failed, whatever his object might have been, for no part of the island has ever been brought into cultivation. A police Tannah was established at Naaf Tak in 1810.

Vide accompanying  
Documents marked  
(H.)

5. In 1813, A. D., when Mr. R. Hunter was deputed to survey and re-measure the southern parts of the district, Tek-Naaf and Shapuree were found in the possession of two Mug chiefs, Mooruntwanjah and Keongchy, sons of Lowa Moorung; these persons asserted their right to the Mouya on the strength of a summud granted to their father Lowa Morung<sup>b</sup> in 1790, by Mr. Bird; be this as it may, they and their followers were residing at Tek Naaf, and their names are entered as Duke Kars, though I cannot exactly discover why the title of Kissen Doss was thus set aside. In this place, I beg to observe, that the jureeb chittahs of Mr. Hunter do not bear his, but the initials of Mr. C. Patterson, the then collector; and I am induced to doubt whether copies of them ought to have been issued from this office. It would seem that the measurements in question were never perfected, and that orders were transmitted from the Revenue Board, directing that the duty should be performed anew, which accordingly took place under Mr. Commissioner M'Kenzie.

6. Before proceeding further in my account of the several measurements, I deem it right to venture a few words on the nature of the possession of Shapoorree Deep, said to have been held by the people of this zillah. Documents enough are forthcoming, to establish the right of the Honourable Company to the island, but I must acknowledge that I have not been able to discover when their subjects could venture with security to remain on it; not a hut has ever been constructed there by them, and no attempt at cultivation made. Your Board are aware, that in 1811, A. D. a pottah, for certain tracts of country lying near the Mooroosy River, was granted at the desire of the late Doctor M'Rae, to a native named Saduddeen Chowdree; this person let the estate in farm to Keinbereing, the Arracanese, who so gallantly opposed the conquerors of his country; in consequence, strong objections were urged by the Burmese to the measure, and after a while the pottah was annulled; feelings of a like character appear to have influenced the Burmese people respecting Shapuree, inhabited as it was by the Chittagong Mugs under their leaders Keonchie and Mooruntawanjah; at least bickerings and disputes have constantly occurred between the two parties, which at times ended in violence. From this side, the people resorted to the island to cut wood, to fish, and feed their buffaloes; the place affords good pasturage for such animals, much the same as the churs lying at the mouth of the Megna River; these temptations induced the Burmese also to frequent the island, though the size and depth of the river on the Arracan side, would not admit of their bringing cattle, if inclined to do so.

7. I may now proceed to mention, that in 1819, A. D. for the third time, the Mouza Naaf Tek, including Shapuree, was measured under the superintendence of a commissioner, Mr. C. M'Kenzie, vide Chittahs, marked (C.) and the island in discussion, was recorded in the following manner:—"Shapuree Deep, in 1162, the property of government, now appertaining to the Talook, of Kissen Doss Canoongee, and in the possession of Ackin Shikdar, his etmandar." Whether Mr. M'Kenzie or his officers visited the island, I am not aware; there can be no doubt, however, that for an age past, the Island of Shapuree, (if it deserves such a denomination) has been regarded as a part of the Chittagong district, and the Burmese authorities could not possibly be ignorant of the fact<sup>c</sup>; the circumstance too, of its greater proximity to Naaf Tek, than to the borders of Arracan, and the connection which,  
at

Note <sup>b</sup>.—Lowa Moorung was a native of Arracan of great consideration, before that country was conquered by the Burmese in 1783.

Note <sup>c</sup>.—The Buffaloes passed over from Tek Naaf by a ford at low water, and remained on the island for days, but the drivers invariably returned before night-fall.

Note <sup>d</sup>.—The collector alludes to the intercourse which has existed between the people of Chittagong and of Arracan, especially of Chota Anuk Mungdoo for years past.

at low water, exists between the two places, may be thought enough to set at rest any question on the subject; that the Burmese chose to regard the matter in another light is known, though it is impossible for me to ascertain on what grounds.

8. At the close of the year 1822 they, the Burmese, erected several huts on the island, which the Tek Naaf Thanadar destroyed; at this period, the present contest may be said to have commenced; it does not come within my province to offer observations of a political character on this important subject; yet I cannot refrain from saying, that in my opinion, the practices of the Chittagong Mugs have brought on the war, rather than the disputed rights to the insignificant Island of Shapuree.

9. Permit me to call the Board's attention to a plan of this district, made by Lieutenant Robinson, of Engineers, in 1793, A. D. The original will no doubt be found in the Surveyor General's office at the Presidency, and may possibly throw some light on the state of the Tek Naf Mouza and Shapuree at that period. Lieut. Robinson was apparently the first European officer who visited those parts.

10. It is currently reported here, that Mr. Pechel settled the boundaries of this district, in conjunction with the Burmese authorities, in 1812 or 1813, soon after the disturbances created by Kimburung had been quelled, but no records relative to such an arrangement are to be found.

I am, &c.

C. Phillips, A<sup>c</sup> Collector.

Revenue Collector's Office, Chittagong,  
November 12, 1825.

LIST of the Documents transmitted with the Chittagong acting Collector's Letter of the 12th November 1825.

Copy and English translation of Mr. Ker's measurement paper marked (A.) exhibiting the Island of Shahpooree as a part of Mouza Naaf Tek, dated in 1162, M. S. 1801, A. D.

Copy of Mr. Hunter's Chitta, which combines Mouza Naaf Tek and Shahpooree, with the lands of Errane Mouyah, marked (B.) dated 1177, M. S. 1815, A. D.

Copy of Mr. M'Kenzie's Chitta, dated 1182, M. S. or 1819-20, A. D. marked (C.) similar in most respects to the document (A.)

Copy of the Contract entered into with Kissan Doss Canoongee, marked (D.)

Copy of Mr. Ker's two Chittahs of Mouyah Errone, marked (E.) dated 1162, M. S.

Ditto ditto of Mr. M'Kenzie's two Chittahs, dated 1182, M. S. marked (E.)

Copy of the Sunnud of Mr. Hunter's, marked (G.); also copy of the Sunnud of Lowa Mouy H. (in Persian and Bengalee) no translation accompanies.

C. Phillips, Acting Collector.

Chittagong, Collector's Office,  
12th Nov. 1825.

*Note.*—These are the only documents forthcoming relative to Mouza Naaf Tek and the Island of Shahpooree; the Chittahs transmitted with Mr. E. Lee Warner's letter, dated the 2d August 1823, with the exception of that marked (B.) refer exclusively to Mouyah Errane, a village situated far to the north of Nauf Tek, near the Pullang villages and the Rajoo Nullah; to prevent, however, the necessity of further reference, I have sent copies of them, viz.

N<sup>o</sup> 27.  
2 sheets  
6 day finish.

Sree Joy Doorgah.  
1163, Muggy.  
1801, A. D

(A.)

(S<sup>d</sup>) R. Ker,  
Coll<sup>r</sup>.

(S<sup>t</sup>) Sancheeram,  
Ameer  
Auchoo.

CHITTAH of the measured Land appertaining to the Sircar Islamabad in the time of Mr. R. Ker, Collector; Mehal Noabad Chuckla Baropalung of the Southern Division, exclusive of the measurement of 1149, Muggy. Present, Ameer Sancheeram Sircar.

Dated 3d Cheite.

The day Monday. On this day measured land attached to Mouzah Teaknauff.

Name	{ Quantity of land in Cowns. }	Land	Hasila	{ Nul Land productive. }	{ House Land. }	{ Laic Land. }	{ Grass Land. }	Kheela.	Cheela.	Moodat.	{ Jungle Land. }
Belonging to Government	474.	3. 15. 4.	0.	0.	0.	0.	0.	3. 15. 4.	9. 6. 2.	1. 15. 4 1.	1. 6. 13. 1.

*Three Drees, fifteen Kanies and four Gaudaha.*

*Three Drees, fifteen Kanies, and four Gaudaha.*

True Translation.  
C. P.

(A.)

Sree Joy Doorgah,  
1163, Muggy.

(Sig<sup>d</sup>) R. Ker,  
C.

Dated 3d Cheite,  
Mouza Teak Nauff  
Ameen Sancheeram  
Sircar.

Belonging to Government.

Name	Length.	Breadth.	Quantity of Land in Cows.
1. Dag the beginning South of the Nauf Rivers } North Shoal, East of the large River Shah- pooree deep - - - - - }	6 Moodat.	9	54
2. Dag to the South of Dag 1 and East of the } River - - - - - }	10 Cheela.	5	50
3. Dag to the South East of Dag 2 - - - - -	4	5	20
4. Dag to the East of Dag 3 and West of the } Nauf River - - - - - }	12 Moodat.	15	180
5. Dag to the South of Dag 4 and joining the } Shoal - - - - - }	10	12	120
6. Dag to the South of Dag 5, North of the South } Side of Nauf River, Mouth shoal land - - - - - }	10	5	150
			D. K. G.
			#74. - - - 3. 15. 4.

Kheela.	Cheela.	Moodat.	Jungle Land.
D. K. G. C.	K. G. C.	D. K. G. C.	D. K. G. C.
3. 15. 4. 0.	9. 6. 2.	1. 7. 4. 1.	1. 6. 13. 1.

C. P.

(B.)

Sree Ram.  
2 Sheets.  
5 dag finish.

Sree Doorgah,  
1177, Muggy and  
1163, D°

CHITTAH of the measured Land appertaining to the Sircar Islamabad in the time of Mr. Hunter, Assistant, appertaining to the Southern Division; the former Nul Ameen Sancheeram.  
Present, Ameen Tittaram Dass, the former dated 6th Choite.

Dated 8th Maug.

On this day measured land attached to Mousa Teak Nauf and Shahpooree Deep.

Name	Quantity of land in Cowns.	Land	Hasila	Nulland productive.	House land.	Drain.	Khela	Cheela	Moodat	Grazing land	Jungle land.
Belonging to Government, in the possession of Mocrunthoujah & Keokehay, the sons of Louhamerang.	4,700.	39. 2. 13. 1.	0.	0.	0.	0.	39. 2. 13. 1.	4. 2. 13. 1.	0.	0.	36.
		<i>Thirty-nine Droons, Two Kanies, Thirteen Gaudahs, and One Courry.</i>					<i>Thirty-nine Droons, Two Kanies, Thirteen Gaudahs, and One Courry.</i>				

True Translation.

C. P.

(B.)

Sree Ram,

Sree Sree Joy Doorgah,  
1173 & 1163, Muggy.

Dated 8th Maug,  
former dated 6th Cheite,  
Nul Tittaram Dass.

(Signed) C. P.  
C.

The former Nul Sancheeram,  
Mouza Nauf Teak Shahpooree Deep.

Belonging to Government.

In the Possession of Mooranthoujah and Keokehay, the Sons of Louhamerang.

1. Dag the beginning South of the Nauf entrance } West, West of the old Nauf and East of large } River of former Dag - - - - - }	- 20. - - - - - 30. - - - - -	600.
	Jungle.	
2. Dag to the South of Dag, and Dangah West } of the old Nauf River of former Dag 2. - }	- 20. - - - - - 25. - - - - -	500.
	Cheela.	
3. Dag to the East of Dag 2, West of the Nauf } River, the East of large River of former } Dag 3 & 4. - - - - - }	- 30. - - - - - 40. - - - - -	1,200.
	Jungle.	
4. Dag to the South of Dag 3, West of the Nauf } River, the East of the large River of former } Dags 5 & 6. - - - - - }	- 30. - - - - - 40. - - - - -	1,200.
	D <sup>o</sup> .	
5. Dag to the South of Dag 4, and of Nauf } Rivers, North Mouth and West of the } Nauf River, East of the large River and } Shoal land - - - - - }	- - - - -	-

4,700 - - - - - D. K. G. C.  
39. 2. 13. 1.

Hasila - - - - -	Kheela - - - - -	Cheela - - - - -	{ Jungle } land. }
	D. K. G. C.	D. K. G. C.	
o. - - - - -	39. 2. 12. 1.	4. 2. 13. 1.	35 Droons.

C. P.



(C.)

Sree Joy Doorgal.  
1182, Muggy.

(Sig) Bholanaut  
& Ramsum  
Ameen.

CHITTAH of the measured Land appertaining to the Sircar Islamabad, in the time of Mr. C. Mackenzie, Commissioner, appertaining to the Southern Division, Mehal Noabad Baropalung Moba Moonshee Sreejut Goopcechunder Canoongoe Nul Ameen Bholanaut and Ramsum. The former Nul Ameen Sancheram, of 1163, Muggy, dated 6 Cheite.

Dated 16th Phalgun.

On this day measured land attached to Mousa Teak Nauff.

Name. . . . .	{Quantity of land in Cowns.}	Land	Hasila.	{Nulland productive.}	{Grass land.}	Kheela.	Moodat.	{Jungle land.}	Chur.
Belonging to Government.}	705.	D. K. 5. 14.	K. G. C. 6. 13. 1.	o.	K. G. C. 6. 13. 1.	D. K. G. C. 5. 7. 6. 3.	o.	D. K. G. C. 3. 8. 13. 2.	D. K. G. C. 1. 14. 13. 1.

C. P.

Belonging to Government.

Name. . . . .	{Quantity of land in Cown.}	Land.	Hasila.	{Grass land.}	Kheela.	{Jungle land.}	Char.
Talook Kianedas Canoongoe Itmam Aushkur Sickdar. }	705.	D. K. 5. 14.	K. G. C. 6. 13. 1.	K. G. C. 6. 13. 1.	D. K. G. C. 5. 7. 6. 3.	D. K. G. C. 3. 8. 13. 1.	D. K. G. C. 1. 14. 13. 1.

(C.)

Sree Joy Doorah  
1182, Muggy.

Mahal Noabad, appertaining to the Southern Division Mouza  
Teak Nauf. The former Nul Ameen Sancheeram, dated  
6th Cheite. Present, Ameen Bholonat and Ramsum,  
dated, 16th Phalgon.

Belonging to Government.

Name.	Length.	Breadth.	(S <sup>d</sup> ) C. M. C.	Quantity of land in Cows.
1. Dag belonging to the North of the South side of Nauf River, shoal land; and East of the large River Shapoo <del>re</del> Deep, of former Dag 1	10 Jungle.	10		100
2. Dag to the South of Dag land, East of the River of former Dag 2	20 D.	5		100
3. Dag to the East and South of Dag 2, of former Dag 3	10 Grass.	5		50
4. Dag to the East of Dag 3, and West of the Nauf River of former Dag 4	15 Jungle.	15		225
5. Dag to the South of Dag 4, of shoal land of former Dag 5	15 Chur.	12		180
6. Dag to the South of Dag 5, West of the South side of Nauf River's mouth, shoal land of former Dag 6	10 Chur.	5		50
			D.	K.
705			4	14

Hasila. --- {Grass} --- Kheela. --- {Jungle} --- Chur.  
Land. Land. Land. Land.

K. G. C. K. G. C. D. K. G. C. D. K. G. C. D. K. G. C.  
6. 13. 1. --- 6. 13. 1. --- 5. 7. 6. 3. --- 3. 8. 13. 2. --- 1. 14. 13. 1.

C. P.

(D.)

Sree Sree Kishno.

EXTRACT from an Engagement appertaining to the measurement  
of 1162, M. S. Talook. Kistodass Canoungoe.

Appertaining to Government  
in the Southern Division  
Mouzah Nauf Teak

True Translation.

8 sheets  
13 dag finish.

(E.)

N<sup>o</sup> 1.

Sree Joy Doorgah,  
1163, Muggy.

(signed) R. Ker,  
Collector.

(signed) Sancheeram,  
Ameen  
Ousho.

CHITTAH of the measured Land appertaining to the Sircar Islamabad, in the time of Mr. R. Ker, Collector. Mehal Noabad Chuckla Baropalung of the Southern Division, exclusive of the measurement of 1149, Muggy. Present, Ameen Sancheeram, Sircar.

Dated 6th Cheite.

The day, Thursday.—On this day measured Land attached to Mouzah Enunee.

Name.	{ Quantity of Land in Cawns. }	Land.	Hasila.	{ Nulland productive. }	{ House Land. }	{ Grass Land. }	Kheela.	Cheela.	Moodat.	{ Jungle Land. }
				D. K. G.	½ G.	K.			D. K.	
In the possession of Moorun Thoujeh, the son of Louhamerang. }	801	6. 10. 16.	1. 12. 16.	1. 7. 4.	1. 12.	4.	4. 14.	0.	4. 14.	0.
		Six Droon, Ten Kanies and Sixteen Gundahs.	One Droon, Twelve Kanies and Sixteen Gundahs.						Four Droons and Fourteen Kanies.	

True Translation.

C. P.

(E.)

N<sup>o</sup> 2.

3 sheets  
26 days finish.

Sree Joy Doorgah,  
1163, Muggy.

(signed) R. Ker.

(signed) Sancheeram,  
Ameen.  
Oualbon.

CHITTAH of the measured Land appertaining to the Sircar Islamabad, in the time of Mr. R. Ker, Collector. Mehal Noabad Chuckla Baropalung of the Southern Division, exclusive of the measurement of 1149, Muggy. Present, Ameen Sancheeram Sircar.

Dated 9th Cheite.

The day, Monday.—On this day measured Land attached to Mousah Enunee.

Name.	Quantity of Land in Cawrs.	Land.	Hasila.	Nulland productive.	House Land.	Laic abad.	Grass Land.	Keela.	Cheela.	Moodat.	Jungle Land.
Belonging to Government.	3,894. 4.	32. 1. 4. 2.	0.	0.	0.	0.	0.	32. 1. 4. 2.	0.	22. 12. 3. 1.	9. 5. 1. 1.

Thirty-two Drees, One Kasee, Four Gaudils, and Two Courses.

Thirty-two Drees, One Kasee, Four Gaudils, and Two Courses.

C. P.

Belonging to the Government.

Cawrs.	Land.	Hasila.	Nulland productive.	House Land.	Laic abad.	Grass Land.	Keela.	Cheela.	Moodat.	Jungle Land.
	D. K. G. C.						D. K. G. C.		D. K. G. C.	D. K. O.
1,351. 12. 0.	11. 4. 4. 2.	0.	0.	0.	0.	0.	11. 4. 4. 2.	0.	9. 9. 16. 2.	1. 10. 8.
In Charge of Habeeoollah	2,497. 8. 0.	20. 13. 0. 0.	0.	0.	0.	0.	20. 13. 0. 0.	0.	13. 2. 6. 2.	7. 10. 12. 1.
	3,849. 4. 0.	32. 1. 4. 2.	0.	0.	0.	0.	32. 1. 4. 2.	0.	22. 12. 3. 1.	9. 5. 11.

3 Sheets.  
40 days finish.

(F.)

N<sup>o</sup> 1.

(sig<sup>d</sup>) C. M. Shree Joy Doorgah.  
1182, Muggy.

Bhoolanad and  
Ramsaran, Ameen.

(sig<sup>d</sup>)

CHITTAH of the measured Land appertaining to the Sircar Islamabad, in the time of Mr. C. M<sup>c</sup> Kenzie, Commissioner—Mehal Noabad in the Southern Division, the property of Government. Moha Moonshee Shree Gopeechunder, Canoongoe, the Null Ameen Bholanat and Ramsaran, dated 22d Phalgun N<sup>o</sup> 19. The former measuring Ameen was Sancheeram dated 9 Cheite.

On this day measured lands attached to Mouza Eunee.

Name.	Quantity of land in Cawns.	Land.	Hasila.	Nulland productive.	House land.	Laic abad.	Keela.	Cheela.	Keela of old times.	Tank land.	Jungle land.	
Belonging to Government, sold to Ram Dass Oodadar in the possession of Futtie Ulli.	4,615.	D. K. G. C.	38. 7. 6. 3.	o.	o.	o.	o.	38. 7. 6. 3.	4. 13. 1.	17. 7. 15.	o.	20. 11. 1. 2.
		Thirty-eight Droons, Seven Kanies, Six Gundahs and Three Couries.						Thirty-eight Droons, Seven Kanies, Six Gundahs and Three Couries.				

\* Supposed to refer to the measurement of 1462.  
† 7 1/2 Cawns equal to one Canee.

C. P.

Appertaining to Government. Sold to Ramdass Oodadar in the possession of Futtie Ulli.

Name.	Quantity of land in Cawns.	Land.	Hasila.	Nulland.	House land.	Laic abad.	Keela.	Cheela.	Keela of old times.	Jungle land.
Appertaining to Ilmanah Habbeboollah	4,615.	38. 7. 6. 3.	o.	o.	o.	o.	38. 7. 6. 3.	4. 13. 1.	17. 7. 15.	20. 11. 1. 2.

2 Sheets  
13 days finish.

(F.)

N<sup>o</sup> 2.

Sree Doorgah.  
1182, Muggy.

(Sig<sup>d</sup>) C. P.  
C.

Bholanat and  
Ramsum, Amceena.  
(sig)

CHITTAH of the measured Land appertaining to the Sircar Islamabad, in the time of Mr C. MacKenzie, Commissioner. Appertaining to the Southern Division Mehal Noabad, belonging to Government. Moha Moonshree Sree Gopeechunder Canoongoe Nul Ameen Bholanat and Ramsum of N<sup>o</sup> 19. The former Nul Sancheeram Sircar, dated 6 Cheite.

Dated 21st Phalgun.  
On this day measured land attached to Mouza Enunee.

Name.	Quantity of land in Cawns.	Land.	Hasila.	Nulland productive.	Laic abad.	Grass land.	Kheela.	Moodat.	Jungle land.
Purchased by Ramdass Oodar, in the possession of Futtee Ulli, appertaining to Moorun Thoojah.	848.	D. K. G. C. 7. 1. 1. 1.	1. 12. 16.	0.	K. G. 8. 16.	D. K. 1. 4.	5. 4. 5. 1.	D. G. C. 4. 18. 2.	D. K. G. C. 1. 3. 6. 3.

*One Dooon, Twelve Kanies and Sixteen Gundahs*

True Translation.  
C. P.

*Five Dooons, Four Kanies, Five Gundahs and One Courey.*

Purchased by Ramdass Oodar.  
In the Possession of Futtee Ullee.  
Appertaining to Moorun Thoojah.

Name.	Quantity of land in Cawns.	Land.	Hasila.	Nulland productive.	Laic abad.	Grass land.	Kheela.	Moodat.	Jungle land.
Appertaining Etman Usmut Moonaim.	848	D. K. G. C. 7. 1. 1. 1.	D. K. G. 1. 12. 16.	0.	K. G. 8. 16.	D. K. 1. 4.	D. K. G. C. 5. 4. 5. 1.	D. K. C. 4. 18. 2.	D. K. G. C. 1. 3. 6. 3.

(G.)

Sree Ram.

18 dag finish  
2 Sheets.

Sree Sree Joy Doorgah  
1177 and 1163, Muggy.

(Sig<sup>d</sup>) C. P.  
C.

N<sup>o</sup> 12.  
(Sig<sup>d</sup>) Tittaram Dass.  
(Sig<sup>d</sup>) Habeeoolah  
Uzeemut Deen, and  
Rohmutoolah Naishe.

CHITTAH of the measured Land appertaining to the Sircar Islamabad in the time of Mr. R. Hunter, Assistant Collector, appertaining to the Southern Division Mehal Noabad. The former Ameen Sancheeram. Present Nul Tittaram Dass. N<sup>o</sup> 12.

The former, dated 6th Choite. Present, dated 15th Maag.  
On this day measured Land attached to Mouza Enunee.

H

Name	{ Quantity of Land in Cawns. }	Land.	Hasila.	{ Numand productive. }	{ House Land. }	Kheela.	Cheela.	Moodat.
Talook Habeeoolah and Uzeemut Deen, the sons of Dam Ullee Seekdar Rahmut Ahee, son of Sookenoollah, the grand father of Dam Ullee Seekdar, in the possession of Mourun Thoujah, son of Louhamerang.	801.	6. 10. 16.	0.	0.	0.	6. 10. 16.	0.	6. 10. 16.
		Six Droons, Ten Kanacs and Sixteen Gundals.				Six Droons, Ten Kanacs, and Sixteen Gundals.		

True Translation.  
C. P.



## Secretary's Memorandum.

IN submitting the accompanying letter from the acting collector of Chittagong, the secretary begs to state, that the copies of the Chittahs, which are now transmitted by Mr. Phillips, the acting collector, appear to have been prepared from original papers, which Mr. Hunter did not attest, and which, to the best of his recollection, he did not receive. Mr. Hunter alludes to the enclosures marked (B.) professing to be papers of a measurement conducted under his superintendence.

The circumstance which corroborates this is, that while Mr. Hunter, as assistant to the collector of Chittagong, specially deputed to measure the Noobad lands in 1814, 15, 16, conducted that duty, he attested every paper of measurement with his initials, R. H. the day he received it from the measuring Umeen. The original of the Chittah, marked (B.) exhibits only the attestation of Mr. Charles Pattenson, the collector of Chittagong, to whom Mr. Hunter, by order of the Board of Revenue, delivered all the papers of measurement, to enable him (the collector) to assess the lands found on measurement, to be in cultivation; the impression, therefore, on Mr. Hunter's mind is, that the Chitta (B.) must have been introduced into the collector's office after he left Chittagong.

Mr. Hunter, in his tour of Chittagong, did not proceed to the island of Sha-pooree, as he had no information to induce him to expect any cultivated land in that neighbourhood.

The Secretary takes this opportunity of submitting to the Board's notice for eventual transmission to government, the accompanying proceedings detailed in the margin,\* regarding a Puttah for certain lands called Moorapee Cheel, on the south bank of the Ookeea Nulla, which was granted in 1810 by the collector to Sadutdeen Chowdhree, at the recommendation of Doctor John Macrae, sub-assistant commissary general, for the purpose of establishing a depôt for grain, &c. for the supply of the Coolies employed in the Keddas, but which Puttah was subsequently resigned, *as would appear*, owing to an apprehension that the Burmese authorities would take offence at the establishment of a village at the place in question.

The Board will observe, that the present acting collector reports † that Sadutdeen granted a farm of the lands at Moorapee, to Kheing Berung, a Mug chief, a circumstance which appears to have given offence to the Burmese, as Kheing Berung was at that time the leader of the Mugs or Arracanese refugees, residing in the hills of Chittagong bordering on the Naaf river.

8th December 1825.  
Revenue Board.

*R. Hunter*, Secretary.

H. T. Colebrooke, Esq. Resident, &c. Members of the Board of Revenue.  
Gentlemen,

I BEG leave to lay before you copy of a letter addressed to me in April last, by the Sub-Assistant Commissary General, in support of an application from a Zemindar named Sadeoodeen, to obtain a Pottah for a spot of waste and jungle land, in the vicinity of Ramoo, on the south banks of the Ookeah Nullah, and within the limitation and confines of a Chuckhneddy specifically laid down.

2. The usual notification has long since been published, and I have not found that any valid objection has been made to a compliance with the application in question, which seems to merit every attention from the advantages held out by Mr. M<sup>c</sup> Rae to the public service; I have therefore this day granted the Pottah applied for, subject to the approbation of your Board, and under the strictest stipulations, that it shall not in any respect interfere with established claims.

Chittagong Collectorship,  
6th December 1810.

I have, &c.

*C. Shakespear*, Collector.

C. Shakespear, Esq. Collector, Chittagong.

Sir,

OUR elephant hunters on the southern frontiers, being exposed to much inconvenience in their supplies of provisions, on account of the great distance from which they are obliged to procure them, it has occurred to me as the means of obviating the inconvenience, to establish a post on the banks of the Ookeah Nullah, where

\* Letter from Collector, with Enclosure; dated 6th Dec. 1810.  
Board's Order, 18th ditto.

Collector's letter with Enclosure, 6th January 1811.

D<sup>o</sup> - 28th - d<sup>o</sup> - d<sup>o</sup>  
Board's Order, 12th February.

Collector's letter, 18th ditto.

† Paragraph, 6th.

where grain could be collected in the proper season for the use of the people employed on the Keodahs, and thereby preclude the necessity of sending for it when wanted to Ramoo, as is now done at much expense and trouble.

The Ookeeah Nullah is a bank of the Nauff river, that runs far into the hills that form our eastern boundary. The place on its banks I have in view for the post I wish to establish, is called Mooressee Cheel, and is about three days journey from Ramoo; at present it is a perfect jungle, but there being some ground near it capable of cultivation, I have prevailed on Sadeeodeen Chowdree, who has superintended the keddah there for several years, and is one of the principal zemindars in the Ramoo district, to endeavour to get some of his Ryots to settle at Moorassee and form a village upon it. This he has engaged to do, provided I can obtain a pottah for it to him from government; may I therefore beg, that you will be pleased to grant him a pottah upon the usual terms, as a measure that tends to forward the public interest, not only in the immediate aid on Keddahs in that quarter, will derive from having a village at Moorassee, but also in the prospect of a future increase of revenue to government, from having this jungle brought into cultivation through the influence of Sadeeodeen, with his numerous Ryots.

I have, &c.

*J. Mac Rae*, S. A. Com<sup>r</sup> General.

Chittagong, April 6th, 1810.

EXTRACT from the Board's Proceedings, dated 18th December 1810.

Collector of Chittagong.

N<sup>o</sup> 56.

Ordered, The Collector of Chittagong be informed, that if the land alluded to is the property of Government, the Board see no objection to the Pottah being granted, they are desirous, however, to know the terms on which it is to be holden by the Zemindar, which they desire he will report for their information and final orders. Miscellaneous.

Revenue Board.

(True Extract.)

*R. Hunter*, Secretary.

Richmond Thackery, Esq. Secretary to the Board of Revenue.

Sir,

IN reply to your letter of the 18th ultimo, I request you will be pleased to lay before the Board of Revenue, the accompanying copy of the Pottah, to be eventually granted to Sadeeodeen, conformably with my letter of the 6th ultimo.

I am, &c.

*C. Shakespear*, Collector.

Chittagong Collectorship, 6th January 1811.

Perwannah, in the name of Saaduddeen, inhabitant of Jildee Chukla Bhauskale, Zillah Chittagong.

The Sunnud of the Noabad lands in Pergunnah Jai Muggar, of which Gokal Ghasal was Zemindar, having been declared invalid, the company took possession of the land, they hereby give to Saaduddeen the lands of Moorochee, (bounded on the north by the Nullah of Moorochee, on the south by the Ghaut Okeah, on the east by the river Naaf, and on the south by the hill Meen) with the exception of such lands as have been already surveyed by order of Government. These jungle lands will be given to Saaduddeen and his posterity, according to his petition and the orders of Government, if he fulfil the following terms of his agreement:

He shall collect together the Ryots, and treating them with kindness and care, shall cultivate the jungle and puleet lands, within the above-mentioned boundaries, whatever rent may be fixed on the land, according to a government survey, which will be made after successive periods of three years; he shall pay it readily to the collector; nor shall he make any objection to, or throw any obstacle in, the way of their being surveyed. He shall take care of and protect the public roads and highways in the Chuckbund, that travellers and others may pass with safety and comfort. He shall admit no thieves or robbers into the Chuckbund, (i. e. the

ground of which the boundaries have been defined.) He shall obey willingly all the orders of Government, both past and future.

As soon as the Board of Revenue shall report that the survey has been made, and the rent fixed, according to the Nerick and custom of newly cultivated lands, a Potta will be given to him; and in case the land of any other individual shall have been included within the above-mentioned boundaries, he is to give it up without making any excuses.

Richmond Thackeray, Esq. Secretary to the Board of Revenue.

Sir,

IN continuation of my letters of the 6th ultimo and 6th instant, I request you will be pleased to lay before the Board of Revenue, the inclosed copy of a letter of this date from Mr. J. M'Rae, Sub-Assistant Commissary-General, returning the Pottah for jungle land, which was conditionally granted to Sadeeooddeen on the 6th ultimo.

I am, &c.

Chittagong Collectorship,  
28th January 1811.

C. Shakespear, Collector.

To Colin Shakespear, Esq. Collector of Chittagong.

Sir,

FINDING that our Burmah neighbours on the other side of the Naaf have made objections to Sadeeooddeen's establishing a village at Moorasse, for the purpose specified in my letter to you of the 6th April last, and it being an object of too little moment to enter into any altercation with these people about it, I beg to return the Pottah you were so good as to grant to Sadeeooddeen for this ground, observing at the same time, that by a reference to the map of the district, you will perceive that Mooressee-chell is within the Honourable Company's boundaries, being on this side of the Naaf river, which constitutes the line of demarcation between the two countries.

I am, &c.

Chittagong, Jan. 28, 1811.

J. M'Rae, Sub. A. Com<sup>r</sup> General.

To the Collector of Chittagong.

Sir,

I AM directed by the Board of Revenue, to acknowledge the receipt of your letter of the 6th ult. transmitting a copy of a Pottah granted to Sadeeooddeen, and also of your letter of the 28th ult. from which it appears that the Pottah has been returned to you as useless.

The Board desire, that on a future occasion you will not proceed to grant a Pottah for unclaimed lands without the previous sanction of the Board.

In the present instance you are desired to cancel the Pottah.

I have, &c.

12th February 1811.

(No Signature.)

Richmond Thackeray, Esq. Secretary to the Board of Revenue.

Sir,

IN Reply to your letter of the 12th inst. I request you will be pleased to inform the Board of Revenue, that the Pottah which had been conditionally granted to Sadeeooddeen for waste land, was by no means returned as useless, but from the laudable wish on the part of Mr. M'Rae, to guard against the possibility of disputes with the Burmahs, although the land for which he applied is considerably within the Honourable Company's frontier and the river Naaf, as shown in his letter of the 28th ult. now before the Board.

I am, &c.

C. Shakespear, Collector.

Chittagong Collectorship,  
18th February 1811.

—(6.)—

MEMORANDUM by Mr. Sterling, Persian Secretary to the Bengal Government, dated 19th December 1825.

(Copy.) Memorandum by the Persian Secretary.

December 19, 1825.

THE Persian Secretary begs to submit the following translation of the Sunnud, marked (H.), forming one of the inclosures untranslated to Mr. Phillips' report, dated November 12, 1825.

Translation of copy of a Sunnud, marked (H.), accompanying Mr. Phillips' letter, dated 12th November 1825. It bears copy of the impression of a seal, having engraved on it, "*Oondut ool Toojjar Company Behadoor,*" and the following signature, "*Islamabad, the 5th October 1790, S. Bird,*" besides the attestation of *H. W. Mag*" and *H. Walters*.

Let the Chowdrees, Talookdars, Ryots cultivators and local officers of the Nowabad Mehal of Jyenuggur, and all other inhabitants of the district of Islamabad (Chittagong), know, that since Lowa Morung, brother of the deposed Raja of Arracan, has applied for a puttah (lease) of the jungle land, and Chur (island) attached to Mirza Tak Naaf, he is hereby permitted to bring the aforesaid jungle and island into cultivation, and will hereafter receive a puttah according to the following boundaries, viz. from the river Naaf to the north, from the Ookia Nullah, and the river Naaf westward, from the sea eastward, and from the river Raizoo southward. It is hereby enjoined that no person interfere with the above, and let any Ryot or cultivator, who is willing, settle there without apprehension and with perfect confidence, commence the cutting of jungle and the cultivation of the land, dated 22d Asin 1198, B. A. corresponding with 5th October 1790, A. D.

#### Observations.

On the back of the Persian copy, the collector has made the following note. "The boundary marks given in this sunnud are all false. The sea which is to the west is placed east, &c. &c." The sunnud being a document of some importance, it is necessary for me to state that I have translated the Persian words closely and literally, and that their sense does not seem to me to be that the sea lies to the eastward of the land, but *vice versa*, as is really the case.

I have another remark to offer on Mr. Phillips' translations of the Chittahs, (A.) (B.) and (C.) In each of these the Island of Shapuree is described as being *east* of the *Great River* and *west* of the *Naaf River*, or the *old Naaf*, in contradistinction to the arm which divides the island from the main land of Chittagong. For the words *Great River* should evidently be written "*sea*." In the Bengallee copies, the expression *Burra Durya* is used; in Persian, *Durya Kullan*. It is well known that the sea is constantly so designated both by Persians and natives of India, and I am positively informed that this particular phrase is the one used in the Chittagong district to describe the ocean. Mr. Phillips also has so translated the same words in another place. In the sunnud, the words *Durya Kullan* and *Burra Durya* (Persian and Bengallee respectively) stand in the place of the *sea* adverted to by him.

A. Sterling, Persian Secretary to Government.

TO THE

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

THE

**TWENTY-SECOND REPORT** of the Commissioners  
appointed under an Agreement concluded on the 10<sup>th</sup> of July  
1805, between the EAST INDIA COMPANY and The PRIVATE  
CREDITORS of the late NABOBS of The CARNATIC.

**I**N Obedience to sect. 9, of the 46<sup>th</sup> Geo. III. c. 133, (continued by five Acts, one passed in the 50<sup>th</sup>, another in the 52<sup>d</sup>, another in the 57<sup>th</sup>, another in the 59<sup>th</sup> year of his reign, and the other in the 3<sup>d</sup> year of the reign of His present Majesty;) which directs the Commissioners in *England*, within twenty-one days after the commencement of the next and every subsequent Session of Parliament, to present to both Houses of Parliament, “ A List of  
“ all Claims which have been or shall be preferred to them or to the Com-  
“ missioners in *India*; and also a List of such Claims as from time to time  
“ shall have been decided upon, either provisionally or absolutely, by the said  
“ Commissioners, with the grounds of their decision thereon;” — WE submit to the notice of this Honourable House, that no Claim has been advertised since the date of our last Report.

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TO THE

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

THE

**TWENTY-SECOND REPORT** of the Commissioners  
appointed under an Agreement concluded on the 10<sup>th</sup> of July  
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**CREDITORS** of the late **NABOBS** of The **CARNATIC**.

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“ all Claims which have been or shall be preferred to them or to the Com-  
“ missioners in *India*; and also a List of such Claims as from time to time  
“ shall have been decided upon, either provisionally or absolutely, by the said  
“ Commissioners, with the grounds of their decision thereon;”—WE submit to the notice of this Honourable House, that no Claim has been advertised since the date of our last Report.

The Aggregate Sterling Amount of the CLAIMS, specified in the Lists which have been presented to this Honourable House, as nearly as could be calculated from the imperfect manner in which many of the Claims were stated, was	£.    s.    d. 30,216,707 11 4½
To this Aggregate must now be added, the Amount of Sums so far as they can at present be ascertained, which were either not extended at all in the said Lists, or only in part extended	10,784 12 11½
TOTAL	£. 30,227,492 4 4½

HAVING decided absolutely on the following Claims, which the Returns made by the Commissioners in India have enabled us to adjudicate, since the date of our last Report, we conceive that the most proper manner of obeying the Act of Parliament, which requires us to state the grounds of such decision, is to lay before this Honourable House, Copies of the Awards which we have made.



ABSOLUTE ADJUDICATIONS *in favour of CLAIMANTS.*

Absolute  
Adjudications  
*in favour of*  
Claimants.

Remaining Part of Claim N° 1,322 in our Fifth Report.

TO all to whom these Presents shall come: We, Sir Benjamin Hobhouse Baronet, Thomas Cockburn Esquire, and Sir Robert Harry Inglis Baronet, all of Manchester Buildings, Westminster, being the Commissioners and Referees acting in England for the time being, under a certain Deed indented and bearing date the tenth day of July, one thousand eight hundred and five, "between the United Company of Merchants of England, trading to the East Indies, of the one part; and the several Persons whose hands and seals are thereto set and affixed, and who respectively are or claim to be Creditors of his Highness the Nabob Wallah Jah, formerly Nabob of Arcot and of the Carnatic in the East Indies, and now deceased, and of his Highness the Nabob Omdut ul Omrah, late Nabob of Arcot and of the Carnatic, eldest son and successor of his said Highness the Nabob Wallah Jah, and now also deceased, and of his Highness the Ameer ul Omrah, the second son of his said Highness the Nabob Wallah Jah, and now also deceased, or of some or one of them the said several Nabobs and the said Ameer, of the other part;" Send Greeting: Whereas by our award number seven hundred and eight (N° 708), bearing date the nineteenth day of December, in the year of our Lord one thousand eight hundred and twenty-two, passed in respect to a certain Claim made by Sied Gool Mahomed, as adopted son of the late Meer Ahmed Moosa Khan, upon their Highnesses the late Nabobs Wallajah and Omdut ul Omrah, an aggregate sum, amounting (principal and interest) on the fifteenth day of May, in the year of our Lord one thousand eight hundred and four, to four hundred and fifty-one Star Pagodas twelve fanams and twenty-seven cash (S. P<sup>a</sup> 451. 12f. 27c.) or one hundred and eighty pounds ten shillings and four-pence one farthing sterling (£.180. 10s. 4½d.) being a portion of the Claim of the estate of the said Meer Ahmed Moosa Khan upon his Highness the said late Nabob Omdut ul Omrah, was reserved from the said award, the said Claim requiring further investigation in India: And whereas such investigation hath been had as required, we, the said Sir Benjamin Hobhouse, Thomas Cockburn, and Sir Robert Harry Inglis, do find, That the said sum of four hundred and fifty-one Star Pagodas twelve fanams and twenty-seven cash (S. P<sup>a</sup> 451. 12f. 27c.) or one hundred and eighty pounds ten shillings and four-pence one farthing sterling (£.180. 10s. 4½d.) was on the fifteenth day of May, in the year of our Lord one thousand eight hundred and four, and now is justly due and owing from the representatives of the said late Nabob Omdut ul Omrah to the estate of the said late Meer Ahmed Moosa Khan: And we the said Sir Benjamin Hobhouse, Thomas Cockburn, and Sir Robert Harry Inglis, do hereby award and adjudge, That the said sum of four hundred and fifty-one Star Pagodas twelve fanams and twenty-seven cash (S. P<sup>a</sup> 451. 12f. 27c.) or one hundred and eighty pounds ten shillings and four-pence one farthing (£.180. 10s. 4½d.) is justly due and owing from the representatives of the said late Nabob Omdut ul Omrah to the said Sied Gool Mahomed, adopted son as aforesaid, and that the said Sied Gool Mahomed hath and shall have right to participate, to the amount of the said sum, in the fund provided by the aforesaid indenture for satisfaction of the private debts of the late Nabobs of the Carnatic: And we do further Award and Order, That the said debt, being a debt contracted by the said Nabob Omdut ul Omrah for pay, is and shall be comprised in the First Class of Debts under the said Indenture: And we do further Award and Adjudge, That all the property and revenues of the said late Nabob Omdut ul Omrah and his successors or representatives are and shall be for ever acquitted and discharged from all demand whatsoever, in respect to the said Claim, at the instance of the said Sied Gool Mahomed, or of any other person or persons whatsoever. In witness whereof, we, the said Sir Benjamin Hobhouse, Thomas Cockburn, and Sir Robert Harry Inglis, have hereunto set our hands, the twenty-seventh day of October, in the year of our Lord one thousand eight hundred and twenty-five.

N° 745.

Remaining part of Claim, N° 1,056 in the Madras Gazette of the 20th April 1809; Remaining part of 1,186 in the London Gazette of the 9th January 1810; and, Remaining part of N° 1,322 in the Fifth Report to Parliament.

Sied Gool Mahomed, as adopted Son of the late Meer Ahmed Moosa Khan.

Signed (being first duly stamped)  
in the presence of

(Signed)

{ BENJAMIN HOBHOUSE.  
THOMAS COCKBURN.  
ROBERT HARRY INGLIS.

(Signed) Robert Playfair.

CLAIM N° 1 of N° 327 in our Fifth Report.

TO all to whom these Presents shall come: We, Sir Benjamin Hobhouse Baronet, Thomas Cockburn Esquire, and Sir Robert Harry Inglis Baronet, all of Manchester Buildings, Westminster, being the Commissioners and Referees acting in England for the time being, under a certain Deed indented and bearing date the tenth day of July, one thousand eight hundred and five, "between the United Company of Merchants of England trading to the East Indies, of the one part; and the several Persons whose hands and seals are thereto set and affixed, and who respectively are or claim to be Creditors of his Highness the Nabob Wallah Jah, formerly Nabob of Arcot and of the Carnatic in the East Indies, and now deceased, and of his Highness the Nabob Omdut ul Omrah, late Nabob of Arcot

N° 746.

CLAIM N° 1 of N° 1,061 in the Madras Gazette of the 20th April 1809. N° 1 of N° 1,191 in the London Gazette of the 9th January 1810; and,

Absolute  
Adjudications  
in favour of  
Claimants.

N<sup>o</sup> 1 of N<sup>o</sup> 307 in the  
Fifth Report to Par-  
liament.

*Budduroolislam  
Khan, (Son of  
Anwurdowlah.)*

and of the Carnatic, eldest son and successor of his said Highness the Nabob Wallah Jah, and now also deceased, and of his Highness the Ameer ul Omrah, the second son of his said Highness the Nabob Wallah Jah, and now also deceased, or of some or one of them the said several Nabobs and the said Ameer, of the other part ;” Send Greeting : Whereas Budduroolislam Khan, son of Anwurdowlah, late of the East Indies, did become party to the aforesaid Indenture, and did thereby submit himself, his heirs executors and administrators, to the judgment, award, order and determination of the Commissioners appointed under the said Indenture, in all things whatsoever relating to the several Claims made by him under the said Indenture : Now know ye, That we, the said Sir Benjamin Hobhouse, Thomas Cockburn, and Sir Robert Harry Inglis, having taken into consideration a Claim made by the said Budduroolislam Khan, for the principal sum of two thousand eight hundred and fifty Arcot Rupees (A. R<sup>o</sup> 2,850.) or eight hundred and fourteen Star Pagodas and four anas (S. P<sup>o</sup> 814. 4 a.) which if interest were calculated thereon, would amount together on the 15th day of May, in the year of our Lord one thousand eight hundred and four, to the aggregate sum of one thousand and seventy-nine Star Pagodas seventeen fanams and four cash (S. P<sup>o</sup> 1,079. 17 f. 4 c.) or four hundred and thirty-one Pounds fifteen shillings and three pence sterling (£. 431. 15 s. 3 d.) ; and having duly investigated the said Claim, according to the covenants, provisions and directions of the aforesaid Indenture, do find, That the said late Budduroolislam Khan was in the service of the said late Nabob Omdut ul Omrah, and that his said Highness granted a Tunkah in favour of the said Budduroolislam Khan, for the principal sum of one thousand and ninety-six Bugins Rupees and twelve anas (B. R<sup>o</sup> 1,096. 12 a.) bearing date the ninth Rubecoolawal one thousand two hundred and fourteen of the Hegyra, corresponding with the twelfth day of August, in the year of our Lord one thousand seven hundred and ninety-nine : And we do further find, That by a Towjee under the seal of the said late Nabob Omdut ul Omrah, bearing the same date as the said Tunkah, his said Highness ordered the sum of one hundred and fifty Bugins Rupees (B. R<sup>o</sup> 150.) to be paid monthly to the said late Budduroolislam Khan : And we do further find, upon making up agreeably to the principles of the aforesaid Deed of Indenture of the tenth day of July, in the year of our Lord one thousand eight hundred and five, an account of the arrears of pay due to the said late Budduroolislam Khan, that in respect to the said Claim so made by him as aforesaid, the aggregate sum (principal and interest) of one thousand five hundred and thirty-six Star Pagodas one fanam and eight cash (S. P<sup>o</sup> 1,536. 1 f. 8 c.) or six hundred and fourteen Pounds eight shillings and two-pence half-penny sterling (£. 614. 8 s. 2 ½ d.) was on the fifteenth day of May, in the year of our Lord one thousand eight hundred and four, justly due and owing from the representatives of the said late Nabob Omdut ul Omrah to the said late Budduroolislam Khan, and still is justly due and owing to his legal representative or representatives : And we the said Sir Benjamin Hobhouse, Thomas Cockburn, and Sir Robert Harry Inglis, do hereby Award and Adjudge, That in respect to the said Claim the said aggregate sum of one thousand five hundred and thirty-six Star Pagodas one fanam and eight cash (S. P<sup>o</sup> 1,536. 1 f. 8 c.) or six hundred and fourteen Pounds eight shillings and two-pence half-penny sterling (£. 614. 8 s. 2 ½ d.) was on the fifteenth day of May, in the year of our Lord one thousand eight hundred and four, justly due and owing to the said late Budduroolislam Khan, and still is justly due and owing to his legal representative or representatives ; and that the legal representative or representatives of the said late Budduroolislam Khan hath have and shall have right to participate to the amount of the said aggregate sum in the fund provided by the aforesaid Indenture for satisfaction of the private debts of the late Nabobs of the Carnatic : And we do further Award and Order, That the said debt being a debt contracted by the said late Nabob Omdut ul Omrah for pay, is and shall be comprised in the First Class of Debts under the said Indenture : And we do further Award and Adjudge, That all the property and revenues of the said late Nabob Omdut ul Omrah, and his successors or representatives, are and shall be for ever acquitted and discharged from all Claim whatsoever in respect to the said Tunkah or the Debt claimed thereon, at the instance of the legal representative or representatives of the said Budduroolislam Khan, or of any other person or persons whatsoever : And we do further Award and Order, That the original Tunkah aforesaid shall be cancelled and delivered up to the Court of Directors of the said United East India Company. In witness whereof, we, the said Sir Benjamin Hobhouse, Thomas Cockburn, and Sir Robert Harry Inglis, have hereunto set our hands, the twenty-eighth day of November, in the year of our Lord one thousand eight hundred and twenty-five.

Signed (being first duly stamped)  
in the presence of

(Signed) *George Parkhouse.*

(Signed)

{ BENJAMIN HOBHOUSE.  
THOMAS COCKBURN.  
ROBERT HARRY INGLIS.

### CLAIMS N<sup>o</sup> 1,138 in our Fifth Report.

N<sup>o</sup> 748.

CLAIMS  
N<sup>o</sup> 475 in the Madras  
Gazette of the 6th  
April 1809 :

TO all to whom these Presents shall come : We, Sir Benjamin Hobhouse Baronet, Thomas Cockburn Esquire, and Sir Robert Harry Inglis Baronet, all of Manchester Buildings, Westminster, being the Commissioners and Referees acting in England for the time being, under a certain Deed indented and bearing date the tenth day of July, one thousand eight hundred and five, “ between the United Company of Merchants of England trading to the East Indies, of the one part ; and the several Persons whose hands and seals are thereto set and affixed, and who respectively are or claim to be Creditors of his Highness the

the Nabob Wallah Jah, formerly Nabob of Arcot and of the Carnatic in the East Indies, and now deceased, and of his Highness the Nabob Omdut ul Omrah, late Nabob of Arcot and of the Carnatic, eldest son and successor of his said Highness the Nabob Wallah Jah, and now also deceased, and of his Highness the Ameer ul Omrah, the second son of his said Highness the Nabob Wallah Jah, and now also deceased, or of some or one of them the said several Nabobs and the said Ameer, of the other part;" Send Greeting: Whereas Roy Moccund Row, of the East Indies, son of Roy Vencatish Doss, hath become party to the aforesaid Indenture, and hath thereby submitted himself, his heirs executors and administrators, to the judgment, award, order and determination of the Commissioners appointed under the said Indenture, in all things whatsoever relating to the several Claims made by him under the said Indenture: Now know ye, That we, the said Sir Benjamin Hobhouse, Thomas Cockburn, and Sir Robert Harry Inglis, having taken into consideration two Claims made by the said Roy Moccund Row, for arrears of pay; the first being upon the said Nabob Wallajah, for the principal sum of four thousand five hundred and nineteen Star Pagodas and nine fanams (S. P<sup>a</sup> 4,519. 9f.); which with the arrears of interest calculated thereon, is stated to amount on the fifteenth day of May, in the year of our Lord one thousand eight hundred and four, to the aggregate sum of six thousand five hundred and fifteen Star Pagodas and seven fanams (S. P<sup>a</sup> 6,515. 7f.) or two thousand six hundred and six Pounds and one shilling sterling (£.2,606. 1s.), the second being upon the said Nabob Omdut ul Omrah, for the principal sum of three hundred and eight Star Pagodas eighteen fanams and fifty-five cash (S. P<sup>a</sup> 308. 18f. 55c.) as the balance of arrears of pay alleged to have been due to him by his said Highness, after deducting therefrom the sum of three hundred and forty-two Star Pagodas thirty-six fanams and forty cash (S. P<sup>a</sup> 342. 36f. 40c.) for which a Claim hath been preferred before us by the said United Company, as having been paid by their Government of Fort Saint George, to the said Roy Moccund Row, in part of the said arrears, which said balance of three hundred and eight Star Pagodas eighteen fanams and fifty-five cash (S. P<sup>a</sup> 308. 18f. 55c.) with the arrears of interest alleged to be due thereon, is stated to amount on the fifteenth day of May, in the year of our Lord one thousand eight hundred and four, to the aggregate sum of four hundred and seventeen Star Pagodas eighteen fanams and twelve cash (S. P<sup>a</sup> 417. 18f. 12c.) or one hundred and sixty-six Pounds and eighteen shillings sterling (£.166. 18s.), and having duly investigated the said several Claims, according to the covenants provisions and directions of the aforesaid Indenture, do find in respect to the said Claims so made as aforesaid, upon the said Nabob Omdut ul Omrah, That nothing is due and owing from the representatives of his said Highness to the said Moccund Row, or to the said United Company; and we do further find in respect to the said Claim upon the said Nabob Wallajah, That the said Roy Moccund Row was in the service of his said Highness: And we do further find, upon making up agreeably to the principles of the aforesaid Deed of Indenture, of the tenth day of July, in the year of our Lord one thousand eight hundred and five, an account of the arrears of pay due to the said Roy Moccund Row, in respect to the Claim so made by him as aforesaid, upon the said late Nabob Wallajah, that the aggregate sum (principal and interest) of three thousand seven hundred and seventy-one Star Pagodas nineteen fanams and forty-two cash (S. P<sup>a</sup> 3,771. 19f. 42c.) or one thousand five hundred and eight Pounds eleven shillings and eight-pence halfpenny sterling (£.1,508. 11s. 8½d.) and no more, was on the fifteenth day of May, in the year of our Lord one thousand eight hundred and four, and still is justly due and owing from the representatives of the said late Nabob Wallajah, to the said Roy Moccund Row: And we, the said Sir Benjamin Hobhouse, Thomas Cockburn, and Sir Robert Harry Inglis, do hereby Award and Adjudge, That in respect to the said Claim upon the said Nabob Omdut ul Omrah, nothing is due from the representatives of his said Highness to the said Roy Moccund Row, or to the said United Company: And we do further Award and Adjudge, in respect to the said Claim upon the said Nabob Wallajah, That the said aggregate sum of three thousand seven hundred and seventy-one Star Pagodas nineteen fanams and forty-two cash (S. P<sup>a</sup> 3,771. 19f. 42c.), or one thousand five hundred and eight Pounds eleven shillings and eight-pence halfpenny sterling (£.1,508. 11s. 8½d.), was on the fifteenth day of May, in the year of our Lord one thousand eight hundred and four, and still is justly due and owing from the representatives of the said Nabob Wallajah to the said Roy Moccund Row; and that the said Roy Moccund Row hath and shall have right to participate to the amount of the said aggregate sum, in the fund provided by the aforesaid Indenture for satisfaction of the private debts of the late Nabobs of the Carnatic: And we do further Award and Order, That the said debt, being a debt contracted by the said Nabob Wallajah, for pay, is and shall be comprised in the First Class of Debts under the said Indenture: And we do further Award and Adjudge, That all the property and revenues of the said late Nabobs Wallajah and Omdut ul Omrah, and their successors or representatives, are and shall be for ever acquitted and discharged from all demand whatsoever, in respect to the said Claims, at the instance of the said Roy Moccund Row, or of the said United Company, or of any person or persons whatsoever. In witness whereof, we the said Sir Benjamin Hobhouse, Thomas Cockburn, and Sir Robert Harry Inglis, have hereunto set our hands, the ninth day of December, in the year of our Lord one thousand eight hundred and twenty-five.

Absolute Adjudications in favour of Claimants

N<sup>o</sup> 806 in the London Gazette of the 9th December 1809; and N<sup>o</sup> 1,138 in the Fifth Report to Parliament

Roy Moccund Row, Son of Roy Vencatish Doss.

Signed (being first duly stamped) in the presence of (Signed) George Parkhouse.

(Signed) BENJAMIN HOBHOUSE. THOMAS COCKBURN. ROBERT HARRY INGLIS.

CLAIMS

Absolute  
Adjudications  
in favour of  
Claimants.

CLAIMS N° 470 in our Fifth Report.

N° 749.

CLAIMS

N° 676 in the Madras  
Gazette of the 6th  
April 1809;  
N° 807 in the London  
Gazette of the 9th  
December 1809; and  
N° 470 in the Fifth  
Report to Parlia-  
ment.

Girh Row, since  
deceased, Son of  
Roy Vencatish  
Doss.

TO all to whom these Presents shall come: We, Sir Benjamin Hobhouse Baronet, Thomas Cockburn Esquire, and Sir Robert Harry Inglis Baronet, all of Manchester Buildings, Westminster, being the Commissioners and Referees acting in England for the time being, under a certain Deed indented and bearing date the tenth day of July, one thousand eight hundred and five, "between the United Company of Merchants of England trading to the East Indies, of the one part; and the several Persons whose hands and seals are thereto set and affixed, and who respectively are or claim to be Creditors of His Highness the Nabob Wallah Jah, formerly Nabob of Arcot and of the Carnatic in the East Indies, and now deceased, and of his Highness the Nabob Omdut ul Omrah, late Nabob of Arcot and of the Carnatic, eldest son and successor of his said Highness the Nabob Wallah Jah, and now also deceased, and of his Highness the Ameer ul Omrah, the second son of his said Highness the Nabob Wallah Jah, and now also deceased, or of some or one of them the said several Nabobs and the said Ameer, of the other part;" Send Greeting: Whereas Girh Row, of the East Indies, since deceased, son of Roy Vencatish Doss, did become party to the aforesaid Indenture, and did thereby submit himself, his heirs, executors and administrators, to the judgment, award, order and determination of the Commissioners appointed under the said Indenture, in all things whatsoever relating to the several Claims made by him under the said Indenture: Now know ye, That we the said Sir Benjamin Hobhouse, Thoman Cockburn, and Sir Robert Harry Inglis, having taken into consideration two Claims made by the said Girh Row, for arrears of pay, the first being upon the said Nabob Wallajah, for the principal sum of two thousand and two hundred and fifty-nine Star Pagodas and twenty-seven fanams (S. P° 2,259. 27 f.) which with the arrears of interest calculated thereon, is stated to amount on the fifteenth day of May, in the year of our Lord one thousand eight hundred and four, to the aggregate sum of three thousand and two hundred and fifty-seven Star Pagodas and twenty-six fanams (S. P° 3,257. 26 f.) or one thousand three hundred and three Pounds and sixpence sterling (£. 1,303. 0s. 6d.); the second being upon the said Nabob Omdut ul Omrah, for the sum of one hundred and fifty-four Star Pagodas nine fanams and twenty-seven cash (S. P° 154. 9f. 27c.), as the balance of arrears of pay, alleged to have been due to him by his said Highness, after deducting therefrom the sum of one hundred and seventy-one Star Pagodas eighteen fanams and twenty cash (S. P° 171. 18 f. 20 c.) for which a Claim hath been made before us, by the said United Company, as having been paid by their government of Fort Saint George, in part of the said arrears to the said Girh Row, which said balance of one hundred and fifty-four Star Pagodas nine fanams and twenty-seven cash (S. P° 154. 9f. 27c.) with the arrears of interest alleged to be due thereon, is stated to amount, on the fifteenth day of May, in the year of our Lord one thousand eight hundred and four, to the aggregate sum of two hundred and eight Star Pagodas thirty fanams and six cash (S. P° 208. 30f. 6c.) or eighty-three Pounds and nine shillings sterling (£. 83. 9s.); and having duly investigated the said several Claims, according to the covenants, provisions and directions of the aforesaid Indenture, do find in respect to the said Claims, so made as aforesaid, upon the said Nabob Omdut ul Omrah, That nothing is due from the representatives of his said Highness to the representatives of the said Girh Row, or to the said United Company: And we do further find, in respect to the said Claim upon the said Nabob Wallajah, that the said Girh Row was in the service of his said Highness: And we do further find, upon making up agreeably to the principles of the aforesaid Deed of Indenture of the tenth day of July, in the year of our Lord one thousand eight hundred and five, an account of the arrears of pay due to the said Girh Row, That the aggregate sum (principal and interest) of one thousand nine hundred and seventeen Star Pagodas thirty six fanams and fifty-nine cash (S. P° 1,917. 36 f. 59 c.) or seven hundred and sixty-seven Pounds and three shillings sterling (£. 767. 3s.) and no more, was on the fifteenth day of May, in the year of our Lord one thousand eight hundred and four, in respect to the said Claim justly due and owing from the representatives of the said Nabob Wallajah to the said Girh Row, and is now due to his legal representative or representatives: And we the said Sir Benjamin Hobhouse, Thomas Cockburn, and Sir Robert Harry Inglis, do hereby Award and Adjudge, in respect to the said Claims upon the said Nabob Omdut ul Omrah, That nothing is due from the representatives of his said Highness to the representatives of the said Girh Row, or to the said United Company: And we do further Award and Adjudge, That in respect to the said Claim upon the said Nabob Wallajah, that the said aggregate sum of one thousand nine hundred and seventeen Star Pogodua thirty-six fanams and fifty-nine cash (S. P° 1,917. 36 f. 59 c.) or seven hundred and sixty-seven Pounds and three shillings sterling (£. 767. 3s.) was on the fifteenth day of May, in the year of our Lord one thousand eight hundred and four, justly due from the representatives of the said Nabob Wallajah, to the said late Girh Row, and still is justly due to his legal representative or representatives; and that the legal representative or representatives of the said Girh Row, hath, have and shall have right to participate to the amount of the said sum, in the fund provided by the aforesaid Indenture, for satisfaction of the private debts of the late Nabobs of the Carnatic: And we do further Award and Order, That the said debt, being a debt contracted by the said Nabob Wallajah for pay, is and shall be comprised in the First Class of Debts under the said Indenture: And we do further Award and Adjudge, That all the property and revenues of the said late Nabobs Wallajah and Omdut ul Omrah, are and shall be for ever acquitted and discharged from all demand whatsoever, in respect to the said Claims, at the instance of the legal representative or representatives of the said late Girh Row, or at the instance of the said United Company, or of any person or persons whatsoever.

In

In witness whereof, we, the said Sir Benjamin Hobhouse, Thomas Cockburn, and Sir Robert Harry Inglis, have hereunto set our hands, the ninth day of December, in the year of our Lord one thousand eight hundred and twenty-five.

Absolute  
Adjudication  
in favour of  
Claimants.

Signed (being first duly stamped)  
in the presence of

(Signed)

BENJAMIN HOBHOUSE.  
THOMAS COCKBURN.  
ROBERT HARRY INGLIS.

(Signed) Robert Playfair,

CLAIM N<sup>o</sup> 500 in our Fifth Report.

TO all to whom these Presents shall come: We, Sir Benjamin Hobhouse Baronet, and Sir Robert Harry Inglis Baronet, both of Manchester Buildings, Westminster, being two of the Commissioners and Referees acting in England for the time being, under a certain deed indented and bearing date the tenth day of July, one thousand eight hundred and five, "between the United Company of Merchants of England trading to the East Indies, of the one part; and the several Persons whose hands and seals are thereto set and affixed, and who respectively are or claim to be Creditors of his Highness the Nabob Wallah Jah, formerly Nabob of Arcot and of the Carnatic in the East Indies, and now deceased, and of his Highness the Nabob Omdut ul Omrah, late Nabob of Arcot and of the Carnatic, eldest son and successor of his said Highness the Nabob Wallah Jah, and now also deceased, and of his Highness the Ameer ul Omrah, the second son of his said Highness the Nabob Wallah Jah, and now also deceased, or of some or one of them the said several Nabobs and the said Ameer, of the other part;" Send Greeting: Whereas Gholaum Jelaunee Khan Ikhtear Jung Behader, of the East Indies, son of Hamed Ally Khan, hath become party to the aforesaid Indenture, and hath thereby submitted himself, his heirs, executors and administrators, to the judgment, award, order and determination of the Commissioners appointed under the said Indenture, in all things whatsoever relating to the several Claims made by him under the said Indenture: Now know ye, That we, the said Sir Benjamin Hobhouse, and Sir Robert Harry Inglis, having taken into consideration a Claim made by the said Gholaum Jelaunee Khan Ikhtear Jung Behader upon his Highness the said late Nabob Omdut ul Omrah, for the principal sum of seven thousand two hundred rupees (7,200 R<sup>s</sup>) as arrears of pay, which said principal sum converted into Star Pagodas, with interest calculated thereon to the fifteenth day of May, in the year of our Lord one thousand eight hundred and four, would amount to the aggregate sum of two thousand four hundred and one Star Pagodas sixteen fanams and twenty-seven cash (S. P<sup>s</sup> 2,401. 16f. 27c.) or nine hundred and sixty Pounds eleven shillings and one penny farthing sterling (£.960. 11s. 1¼d.); and having duly investigated the said Claim, according to the covenants, provisions and directions of the aforesaid Indenture, do find, That the said Gholaum Jelaunee Khan Ikhtear Jung Behader was in the service of the said late Nabob Omdut ul Omrah: And we do further find, upon making up agreeably to the principles of the aforesaid Deed of Indenture, of the tenth day of July, in the year of our Lord one thousand eight hundred and five, an account of the arrears of pay due to the said Gholaum Jelaunee Khan Ikhtear Jung Behader, that the aggregate sum (principal and interest) of two thousand one hundred and fifty-nine Star Pagodas twenty fanams and six cash (S. P<sup>s</sup> 2,159. 20f. 6c.) or eight hundred and sixty-three Pounds fifteen shillings and ten-pence sterling (£.863. 15s. 10d.) was, on the fifteenth day of May, in the year of our Lord one thousand eight hundred and four, and still is due and owing from the representatives of the said late Nabob Omdut ul Omrah to the said Gholaum Jelaunee Khan Ikhtear Jung Behader: And we, the said Sir Benjamin Hobhouse, and Sir Robert Harry Inglis, do hereby Award and Adjudge, That on the fifteenth day of May, in the year of our Lord one thousand eight hundred and four, the said aggregate sum of two thousand one hundred and fifty-nine Star Pagodas twenty fanams and six cash (S. P<sup>s</sup> 2,159. 20f. 6c.) or eight hundred and sixty-three Pounds fifteen shillings and ten-pence sterling (£.863. 15s. 10d.) and no more, was and still is due and owing from the representatives of the said late Nabob Omdut ul Omrah to Gholaum Jelaunee Khan Ikhtear Jung Behader, and that the said Gholaum Jelaunee Khan Ikhtear Jung Behader hath and shall have right to participate to the amount of the said sum in the fund provided by the aforesaid Indenture, for satisfaction of the private debts of the late Nabobs of the Carnatic: And we do further Award and Order, That the said debt, being a debt contracted by the Nabob Omdut ul Omrah, for arrears of pay, is and shall be comprised in the First Class of Debts under the said Indenture: And we do further Award and Adjudge, That all the property and revenues of the said late Nabob Omdut ul Omrah, and his successors or representatives, are and shall be for ever acquitted and discharged from all demand whatsoever in respect to the said Claim, at the instance of the said Gholaum Jelaunee Khan Ikhtear Jung Behader, or of any other person or persons whatsoever. In witness whereof, we, the said Sir Benjamin Hobhouse, and Sir Robert Harry Inglis, have hereunto set our hands, the twenty-second day of December, in the year of our Lord one thousand eight hundred and twenty-five.

N<sup>o</sup> 751.

CLAIM  
N<sup>o</sup> 1,068 in the Madras  
Gazette of the 20th  
April 1809;  
N<sup>o</sup> 1,192 in the London  
Gazette of the 9th  
January 1810; and  
N<sup>o</sup> 500 in the Fifth  
Report to Parlia-  
ment.

Gholaum Jelaunee  
Khan Ikhtear Jung  
Behader, Son of  
Hamed Ally Khan.

Signed (being first duly stamped)  
in the presence of

(Signed)

BENJAMIN HOBHOUSE.  
ROBERT HARRY INGLIS.

(Signed) George Parkhouse.

Absolute  
Adjudications  
in favour of  
Claimants.

N<sup>o</sup> 754.

CLAIM  
N<sup>o</sup> 2 of N<sup>o</sup> 1,006 in the  
Madras Gazette of  
the 20th April 1809;  
N<sup>o</sup> 2 of N<sup>o</sup> 1,136 in the  
London Gazette of  
the 9th January  
1810; and,  
N<sup>o</sup> 2 of N<sup>o</sup> 202 in the  
Fifth Report to  
Parliament.

Mahomed Ghous,  
alias Ally Dil Khan,  
Son of the late  
Ally Dil Khan.

CLAIM N<sup>o</sup> 2 of N<sup>o</sup> 202 in our Fifth Report.

TO all to whom these Presents shall come: We, Sir Benjamin Hobhouse Baronet, Thomas Cockburn Esquire, and Sir Robert Harry Inglis Baronet, all of Manchester Buildings, Westminster, being the Commissioners and Referees acting in England for the time being, under a certain Deed indented and bearing date the tenth day of July, one thousand eight hundred and five, "between the United Company of Merchants of England trading to the East Indies, of the one part; and the several Persons whose hands and seals are thereto set and affixed, and who respectively are or claim to be Creditors of his Highness the Nabob Wallah Jah, formerly Nabob of Arcot and of the Carnatic in the East Indies, and now deceased, and of his Highness the Nabob Omdut ul Omrah, late Nabob of Arcot and of the Carnatic, eldest son and successor of his said Highness the Nabob Wallah Jah, and now also deceased, and of his Highness the Ameer ul Omrah, the second son of his said Highness the Nabob Wallah Jah, and now also deceased, or of some or one of them the said several Nabobs and the said Ameer, of the other part;" Send Greeting: Whereas Mahomed Ghous, alias Ally Dil Khan, of the East Indies, son of the late Ally Dil Khan, also formerly of the East Indies, hath become party to the aforesaid Indenture, and hath thereby submitted himself, his heirs, executors and administrators, to the judgment, award, order and determination of the Commissioners appointed under the said Indenture, in all things whatsoever relating to the several Claims made by him under the said Indenture: Now know ye, That we, the said Sir Benjamin Hobhouse, Thomas Cockburn, and Sir Robert Harry Inglis, having taken into consideration a Claim made by the said Mahomed Ghous alias Ally Dil Khan, upon the late Nabobs Wallajah and Omdut ul Omrah, for the principal sum of eight thousand nine hundred and fifty Rupees (R<sup>s</sup> 8,950.), which said principal sum being converted into Star Pagodas, would with interest thereon, amount on the fifteenth day of May, in the year of our Lord one thousand eight hundred and four, to the aggregate sum of two thousand nine hundred and ninety-one Star Pagodas thirty-three fanams and one cash (S. P<sup>s</sup> 2,991 33f. 1c.) or one thousand one hundred and ninety-six Pounds fourteen shillings and three-pence halfpenny sterling (£. 1,196. 14s. 3½d.), and having duly investigated the said Claim, according to the covenants, provisions and directions of the aforesaid Indenture, do find, That the said Mahomed Ghous alias Ally Dil Khan, was in the service of the said late Nabobs Wallajah and Omdut ul Omrah: And we do further find, upon making up, agreeably to the principles of the aforesaid Deed of Indenture of the tenth day of July, in the year of our Lord one thousand eight hundred and five, an account of the arrears of pay due to the said Mahomed Ghous alias Ally Dil Khan, in respect to the Claim so made by him as aforesaid, That on the fifteenth day of May, in the year of our Lord one thousand eight hundred and four, there were due and owing to him, the said Mahomed Ghous, from the representatives of the said late Nabob Wallajah, the sum of one thousand three hundred and twenty-four Star Pagodas twenty-eight fanams and fifty-two cash (S. P<sup>s</sup> 1,324. 28f. 52c.) or five hundred and twenty-nine Pounds seventeen shillings and five-pence halfpenny sterling (£. 529. 17s. 5½d.), and from the representatives of the said late Nabob Omdut ul Omrah the sum of two thousand and thirteen Star Pagodas nine fanams and twenty cash (S. P<sup>s</sup> 2,013. 9f. 20c.), or eight hundred and five Pounds five shillings and nine-pence one farthing sterling (£. 805. 5s. 9¼d.): And we, the said Sir Benjamin Hobhouse, Thomas Cockburn, and Sir Robert Harry Inglis, do hereby Award and Adjudge, That the aforesaid sum of one thousand three hundred and twenty-four Star Pagodas twenty-eight fanams and fifty-two cash (S. P<sup>s</sup> 1,324. 28f. 52c.), or five hundred and twenty-nine Pounds seventeen shillings and five-pence halfpenny sterling (£. 529. 17s. 5½d.), and the aforesaid sum of two thousand and thirteen Star Pagodas nine fanams and twenty cash (S. P<sup>s</sup> 2,013. 9f. 20c.) or eight hundred and five Pounds five shillings and nine-pence one farthing sterling (£. 805. 5s. 9¼d.), making together the aggregate sum of three thousand three hundred and thirty-seven Star Pagodas thirty-seven fanams and seventy-two cash (S. P<sup>s</sup> 3,337. 37f. 72c.), or one thousand three hundred and thirty-five Pounds three shillings and two-pence three farthings sterling (£. 1,335. 3s. 2¾d.), were on the fifteenth day of May, in the year of our Lord one thousand eight hundred and four, and still are due and owing from the representatives of the said late Nabobs Wallajah and Omdut ul Omrah, to the said Mahomed Ghous alias Ally Dil Khan; and that the said Mahomed Ghous alias Ally Dil Khan hath and shall have right to participate to the amount of the said aggregate sum of three thousand three hundred and thirty-seven Star Pagodas thirty-seven fanams and seventy-two cash (S. P<sup>s</sup> 3,337. 37f. 72c.), or one thousand three hundred and thirty-five Pounds three shillings and two-pence three farthings sterling (£. 1,335. 3s. 2¾d.) in the fund provided by the aforesaid Indenture for satisfaction of the private debts of the late Nabobs of the Carnatic: And we do further Award and Order, That the said debts, being debts contracted by the said Nabobs Wallajah and Omdut ul Omrah, for pay, are and shall be comprised in the First Class of Debts under the said Indenture: And we do further Award and Adjudge, That all the property and revenues of the said late Nabobs Wallajah and Omdut ul Omrah, and their successors or representatives, are and shall be for ever acquitted and discharged from all demand whatsoever, in respect to the said Claim, at the instance of the said Mahomed Ghous alias Ally Dil Khan, or of any other person or persons whatsoever. In witness whereof, we, the said Sir Benjamin Hobhouse, Thomas Cockburn, and Sir Robert Harry Inglis, have hereunto set our hands,

the sixth day of January, in the year of our Lord one thousand eight hundred and twenty-six.

Signed (being first duly stamped)  
in the presence of

(Signed)

BENJAMIN HOBHOUSE.  
THOMAS COCKBURN.  
ROBERT HARRY INGLIS.

(Signed) George Parkhouse.

Absolute  
Adjudications  
in favour of  
Claimants.

CLAIM N° 837 in our Fifth Report.

TO all to whom these Presents shall come: We, Sir Benjamin Hobhouse Baronet, Thomas Cockburn Esquire, and Sir Robert Harry Inglis Baronet, all of Manchester Buildings, Westminster, being the Commissioners and Referees acting in England for the time being, under a certain Deed indented and bearing date the tenth day of July, one thousand eight hundred and five, "between the United Company of Merchants of England trading to the East Indies, of the one part; and the several Persons whose hands and seals are thereto set and affixed, and who respectively are or claim to be Creditors of his Highness the Nabob Wallah Jah, formerly Nabob of Arcot and of the Carnatic in the East Indies, and now deceased, and of his Highness the Nabob Omdut ul Omrah, late Nabob of Arcot and of the Carnatic, eldest son and successor of his said Highness the Nabob Wallah Jah, and now also deceased, and of his Highness the Ameer ul Omrah, the second son of his said Highness the Nabob Wallah Jah, and now also deceased, or of some or one of them the said several Nabobs and the said Ameer, of the other part;" Send Greeting: Whereas Meer Abbas Ally Khan, of the East Indies, son of Nowab Meer Asudoola Khan Behadur, now or formerly of the East Indies, hath become party to the aforesaid Indenture, and hath thereby submitted himself, his heirs, executors and administrators, to the judgment, award, order and determination of the Commissioners appointed under the said Indenture, in all things whatsoever relating to the several Claims made by him under the said Indenture: Now know ye, That we the said Sir Benjamin Hobhouse, Thomas Cockburn, and Sir Robert Harry Inglis, having taken into consideration a Claim made by the said Meer Abbas Ally Khan, upon the late Nabobs Wallajah and Omdut ul Omrah, stated to be "for arrears of subsistence money due by the Nabob Wallajah," for the amount of which arrears he refers to the dusters of his said Highness, "and claims as due from the Nabob Omdut ul Omrah," the principal sum of one thousand one hundred and sixty-three Star Pagodas eighteen fanams and forty-five cash (S. P<sup>a</sup>. 1,163. 18f. 45c.) which said principal sum with interest thereon, would amount on the fifteenth day of May, in the year of our Lord one thousand eight hundred and four, to the aggregate sum of one thousand three hundred and sixty-one Star Pagodas eight fanams and seventeen cash (S. P<sup>a</sup>. 1,361. 8f. 17c.) or five hundred and forty-four Pounds nine shillings and sixpence three farthings sterling (£. 544. 9s. 6½d.); and having duly investigated the said Claims, according to the covenants provisions and directions of the aforesaid Indenture, do find, That in respect to the Claim so made as aforesaid by the said Meer Abbas Ally Khan, upon the said late Nabob Wallajah, nothing is due or owing from the representatives of his said Highness to the said Meer Abbas Ally Khan: And we do further find, That the said Meer Abbas Ally Khan was in the service of the said late Nabob Omdut ul Omrah: And we do further find, That on account of the arrears of pay due to the said Meer Abbas Ally Khan from his said Highness, the sum of one thousand two hundred Rupees (R<sup>a</sup> 1,200.) was on or about the first day of August, in the year of our Lord one thousand eight hundred and six, paid to the said Meer Abbas Ally Khan, by the government of Fort Saint George, on the part of the said United Company, and that a Claim in respect to the said payment hath been preferred before us by the said United Company: And we do further find, upon making up agreeably to the principles of the aforesaid Deed of Indenture of the tenth day of July, in the year of our Lord one thousand eight hundred and five, an account of the arrears of pay due to the said Meer Abbas Ally Khan in respect to the Claim so made by him as aforesaid upon the said late Nabob Omdut ul Omrah, that the aggregate sum (principal and interest) of one thousand eight hundred and twenty Star Pagodas thirty-three fanams and sixty-seven cash (S. P<sup>a</sup>. 1,820. 33f. 67c.) or seven hundred and twenty-eight Pounds six shillings and five-pence three farthings sterling (£. 728. 6s. 5½d.) was on the fifteenth day of May, in the year of our Lord one thousand eight hundred and four, justly due and owing from the representatives of the said late Nabob Omdut ul Omrah to the said Meer Abbas Ally Khan, and still is justly due and owing to the said Meer Abbas Ally Khan and his assigns: And we do further find, That of the said aggregate sum of one thousand eight hundred and twenty Star Pagodas thirty-three fanams and sixty-seven cash (S. P<sup>a</sup>. 1,820. 33f. 67c.) or seven hundred and twenty-eight Pounds six shillings and five-pence three farthings sterling (£. 728. 6s. 5½d.) the sum of three hundred and fourteen Star Pagodas forty fanams and fifty cash (S. P<sup>a</sup>. 314. 40f. 50c.) or one hundred and twenty-five Pounds nineteen shillings and eight-pence three farthings sterling (£. 125. 19s. 8¾d.) being the value on the said fifteenth day of May, in the year of our Lord one thousand eight hundred and four, of the said sum of one thousand two hundred Rupees (R<sup>a</sup> 1,200.) so paid as aforesaid on the part of the said United Company to the said Meer Abbas Ally Khan, is in respect to the said payment justly due and owing to the said United Company; and that the sum of one thousand five hundred and five Star Pagodas thirty-five fanams and seventeen cash (S. P<sup>a</sup>. 1,505. 35f. 17c.) or six hundred and two Pounds six shillings and nine-pence sterling (£. 602. 6s. 9d.) being the remaining portion of the said aggregate sum so found due

N° 755.

CLAIM  
N° 1,326 in the Madras  
Gazettes of the 11th  
and 25th May 1809;  
N° 1,456 in the London  
Gazette of the 3d  
February 1810; and,  
N° 837 in the Fifth  
Report to Parli-  
ament.

Meer Abbas Ally  
Khan, Son of Nowab  
Meer Asudoola  
Khan Behadur.

Absolute  
Adjudications  
in favour of  
Claimants.

due as aforesaid, is justly due and owing to the said Meer Abbas Ally Khan: And we, the said Sir Benjamin Hobhouse, Thomas Cockburn, and Sir Robert Harry Inglis, do hereby Award and Adjudge, That in respect to the Claim so made as aforesaid upon the said late Nabob Wallajah to the said Meer Abbas Ally Khan, nothing is due or owing from the representatives of his said Highness to the said Meer Abbas Ally Khan, and that the said Meer Abbas Ally Khan hath no Claim in the fund provided by the aforesaid Indenture, for satisfaction of the private debts of the late Nabobs of the Carnatic, in respect to his said Claim upon the said late Nabob Wallajah: And we do further Award and Adjudge, That the said sum of one thousand five hundred and five Star Pagodas thirty-five fanams and seventeen cash (S. P<sup>a</sup> 1,505. 35 f. 17 c.) or six hundred and two Pounds six shillings and nine-pence sterling (£. 60s. 6s. 9d.) is justly due and owing from the representatives of the said late Nabob Omdut ul Omrah, to the said Meer Abbas Ally Khan, and that the said Meer Abbas Ally Khan hath and shall have right to participate to the amount of the said sum in the fund provided by the aforesaid Indenture for satisfaction of the private debts of the late Nabobs of the Carnatic: And we do further Award and Adjudge, That the said sum of three hundred and fourteen Star Pagodas forty fanams and fifty cash (S. P<sup>a</sup> 314. 40 f. 50 c.) or one hundred and twenty-five Pounds nineteen shillings and eight-pence three farthings sterling (£. 125. 19s. 8½d.) is justly due and owing to the said United Company of Merchants of England trading to the East Indies, on account of the payment made on their behalf as aforesaid by the government of Fort Saint George to the said Meer Abbas Ally Khan, and that the said United Company have and shall have right to participate to the amount of the said sum in the fund provided by the aforesaid Indenture, for satisfaction of the private debts of the late Nabobs of the Carnatic: And we do further Award and Order, That the said debt being a debt contracted by the said late Nabob Omdut ul Omrah for pay, is and shall be comprised in the First Class of Debts under the said Indenture: And we do further Award and Adjudge, That all the property and revenues of the said late Nabobs Wallajah and Omdut ul Omrah, and their successors or representatives, are and shall be for ever acquitted and discharged from all demands whatsoever in respect to the said Claims, them, or either of them, or the debt or debts claimed thereon at the instance of the said Meer Abbas Ally Khan, or of the said United Company, or of any person or persons whatsoever. In witness whereof, we, the said Sir Benjamin Hobhouse, Thomas Cockburn, and Sir Robert Harry Inglis, have hereunto set our hands, the nineteenth day of January, in the year of our Lord one thousand eight hundred and twenty-six.

Signed (being first duly stamped)  
in the presence of

(Signed) *George Parkhouse.*

(Signed)

{ BENJAMIN HOBHOUSE.  
THOMAS COCKBURN.  
ROBERT HARRY INGLIS.

#### Remaining Part of Claim N<sup>o</sup> 1,144 in our Fifth Report.

N<sup>o</sup> 756.

Remaining part of  
Claim N<sup>o</sup> 747 in the  
Madras Gazette of  
the 6th April 1809;  
Remaining part of  
N<sup>o</sup> 878 in the London  
Gazette of the 9th  
December 1809;  
and,  
Remaining part of  
N<sup>o</sup> 1,144 in the Fifth  
Report to Parlia-  
ment.

*Luchmun Doss,  
alias Roy Anund  
Ram (Son of Roy  
Nund Ram.)*

TO all to whom these Presents shall come: We, Sir Benjamin Hobhouse Baronet, Thomas Cockburn Esquire, and Sir Robert Harry Inglis Baronet, all of Manchester Buildings, Westminster, being the Commissioners and Referees acting in England for the time being, under a certain Deed indented and bearing date the tenth day of July, one thousand eight hundred and five, "between the United Company of Merchants of England trading to the East Indies, of the one part; and the several Persons whose hands and seals are thereto set and affixed, and who respectively are or claim to be Creditors of his Highness the Nabob Wallah Jah, formerly Nabob of Arcot and of the Carnatic in the East Indies, and now deceased, and of his Highness the Nabob Omdut ul Omrah, late Nabob of Arcot and of the Carnatic, eldest son and successor of his said Highness the Nabob Wallah Jah, and now also deceased, and of his Highness the Ameer ul Omrah, the second son of his said Highness the Nabob Wallah Jah, and now also deceased, or of some or one of them the said several Nabobs and the said Ameer, of the other part;" Send Greeting: Whereas by our Award, number three hundred and fifty-one (351), bearing date the ninth day of December, in the year of our Lord one thousand eight hundred and fourteen, in favour of sundry native servants of their Highnesses the late Nabobs Wallajah and Omdut ul Omrah, the aggregate sum of two hundred and twenty-four Star Pagodas nine fanams and eleven cash (S. P<sup>a</sup> 224. 9 f. 11 c.) or eighty-nine Pounds thirteen shillings and eight-pence half-penny sterling (£. 89. 13s. 8½d.) was therein found to have been due on the fifteenth day of May, in the year of our Lord one thousand eight hundred and four, from the representatives of his said Highness Omdut ul Omrah, to Luchmun Doss, of the East Indies, alias Roy Anund Ram, son of Roy Nund Ram: And whereas, at the time of passing the said Award, it was judged expedient to require a further investigation in India of the Claims of the said Luchmun Doss, on the ground that a further sum might be due thereon from the representatives of his said Highness: And whereas such investigation hath been had as required, We, the said Sir Benjamin Hobhouse, Thomas Cockburn, and Sir Robert Harry Inglis, do find, That the further sum of sixty-eight Star Pagodas thirty-four fanams and twenty-two cash (S. P<sup>a</sup> 68. 34 f. 22 c.) or twenty-seven Pounds ten shillings and sixpence three farthings sterling (£. 27. 10s. 6½d.) and no more, was on the fifteenth day of May, in the year of our Lord one thousand eight hundred and four, and still is justly due and owing from the representatives of his Highness the said Nabob Omdut ul Omrah to the said Luchmun Doss, alias Roy Anund Ram: And we, the said Sir Benjamin Hobhouse, Thomas Cockburn, and Sir



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Sir Robert Harry Inglis, do hereby Award and Adjudge, That the said sum of sixty-eight Star Pagodas thirty-four fanams and twenty-two cash (S. P<sup>a</sup> 68. 34 f. 22 c.), or twenty-seven Pounds ten shillings and sixpence three farthings sterling (£. 27. 10s. 6<sup>3</sup>/<sub>4</sub> d.), is justly due and owing from the representatives of the said late Nabob Omdut ul Omrah to the said Luchmun Doss, alias Roy Anund Ram; and that the said Luchmun Doss, alias Roy Anund Ram hath and shall have right to participate to the amount of the said sum in the fund provided by the aforesaid Indenture, for satisfaction of the private debts of the late Nabobs of the Carnatic: And we do further Award and Order, That the said debt, being a debt contracted by the said Nabob Omdut ul Omrah for pay, is and shall be comprised in the First Class of Debts under the said Indenture: And we do further Award and Adjudge, That all the property and revenues of the said late Nabob Omdut ul Omrah, and his successors or representatives, are and shall be for ever acquitted and discharged from all demand whatsoever in respect to the said Claim, at the instance of the said Luchmun Doss, alias Roy Anund Ram, or of any other person or persons whatsoever. In witness whereof, we, the said Sir Benjamin Hobhouse, Thomas Cockburn, and Sir Robert Harry Inglis, have hereunto set our hands, the twenty-sixth day of January, in the year of our Lord one thousand eight hundred and twenty-six.

Absolute  
Adjudications  
in favour of  
Claimants.

Signed (being first duly stamped)  
in the presence of

(Signed)

{ BENJAMIN HOBHOUSE.  
THOMAS COCKBURN.  
ROBERT HARRY INGLIS.

(Signed) Robert Playfair.

Remaining part of Claim N<sup>o</sup> 1,462 in our fifth report.

TO all to whom these Presents shall come: We, Sir Benjamin Hobhouse Baronet, Thomas Cockburn Esquire and Sir Robert Harry Inglis Baronet, all of Manchester Buildings Westminster, being the Commissioners and Referees acting in England for the time being, under a certain Deed indented and bearing date the tenth day of July, one thousand eight hundred and five, "between the United Company of Merchants of England trading to the East Indies, of the one part; and the several Persons whose hands and seals are thereto set and affixed, and who respectively are or claim to be Creditors of his Highness the Nabob Wallah Jah, formerly Nabob of Arcot and of the Carnatic in the East Indies, and now deceased, and of his Highness the Nabob Omdut ul Omrah, late Nabob of Arcot and of the Carnatic, eldest son and successor of his said Highness the Nabob Wallah Jah, and now also deceased, and of his Highness the Ameer ul Omrah, the second son of his said Highness the Nabob Wallah Jah, and now also deceased, or of some or one of them the said several Nabobs and the said Ameer, of the other part;" Send Greeting: Whereas by our Award, number seven hundred and twenty-one (N<sup>o</sup> 721), bearing date the sixth day of February, in the year of our Lord one thousand eight hundred and twenty-three, in respect to a Claim made on behalf of Zeniub Bibee, as widow of Yaseen Mahomed Khan Behadur, for arrears of pay, stated to be due to her husband the said late Yaseen Mahomed Khan, from the said late Nabob Omdut ul Omrah, an aggregate sum, amounting (principal and interest), on the fifteenth day of May, in the year of our Lord one thousand eight hundred and four, to four hundred and nineteen Star Pagodas twenty-one fanams and thirty-two cash (S. P<sup>a</sup> 419. 21 f. 32 c.) or one hundred and sixty-seven Pounds sixteen shillings and one penny sterling (£. 167. 16s. 1 d.) being a portion of the Claim made as aforesaid, upon the said late Nabob Omdut ul Omrah, was excepted from the said Award; as requiring further investigation in India: And whereas the said further investigation hath been had as required; we, the said Sir Benjamin Hobhouse, Thomas Cockburn, and Sir Robert Harry Inglis, having duly taken the same into consideration, do find, That the said aggregate sum of four hundred and nineteen Star Pagodas twenty-one fanams and thirty-two cash (S. P<sup>a</sup> 419. 21 f. 32 c.) or one hundred and sixty-seven Pounds sixteen shillings and one penny sterling (£. 167. 16s. 1 d.), was, on the fifteenth day of May, in the year of our Lord one thousand eight hundred and four, and still is due and owing from the representatives of the said late Nabob Omdut ul Omrah to the said Zeniub Bibee, widow as aforesaid, for the benefit of the legal representative or representatives of the said late Yaseen Mahomed Khan Behadur: And we, the said Sir Benjamin Hobhouse, Thomas Cockburn, and Sir Robert Harry Inglis, do hereby Award and Adjudge, That the said aggregate sum of four hundred and nineteen Star Pagodas twenty-one fanams and thirty-two cash (S. P<sup>a</sup> 419. 21 f. 32 c.), or one hundred and sixty-seven Pounds sixteen shillings and one penny sterling (£. 167. 16s. 1 d.), was, on the fifteenth day of May, in the year of our Lord one thousand eight hundred and four, and still is due and owing from the representatives of the said late Nabob Omdut ul Omrah to the said Zeniub Bibee, widow as aforesaid, for the benefit of the legal representative or representatives of the said late Yaseen Mahomed Khan Behadur; and that the said Zeniub Bibee hath, and shall have right to participate to the amount of the said aggregate sum in the fund provided by the aforesaid Indenture, for satisfaction of the private debts of the late Nabobs of the Carnatic: And we do further Award and Order, That the said debt, being a debt contracted by the said Nabob Omdut ul Omrah, for pay, is, and shall be comprised in the First Class of Debts under the said Indenture: And we do further Award and Adjudge, That all the property and revenues of the said late Nabob Omdut ul Omrah, and his successors or representatives, are and shall be for ever acquitted and discharged from all demand whatsoever, in respect to the said Claim, or the debt claimed thereon, at the

N<sup>o</sup> 758.

Remaining part of  
Claim N<sup>o</sup> 1,226 in  
the Madras Gazette  
of the 25th May  
1809;  
Remaining part of  
Claim N<sup>o</sup> 1,356 in  
the London Gazette  
of the 3d February  
1810; and,  
Remaining part of  
Claim N<sup>o</sup> 1,462 in  
the Fifth Report to  
Parliament.

Zeniub Bibee, as  
Widow of Yaseen  
Mahomed Khan  
Behadur

Absolute  
Adjudications  
in favour of  
Claimants.

instance of the said Zewab Bibee, or of any other person or persons whatsoever. In witness whereof we, the said Sir Benjamin Hobhouse, Thomas Cockburn, and Sir Robert Harry Inglis, have hereunto set our hands, the sixth day of February, in the year of our Lord one thousand eight hundred and twenty-six.

Signed (being first duly stamped)  
in the presence of

(Signed)

{ BENJAMIN HOBHOUSE.  
THOMAS COCKBURN.  
ROBERT HARRY INGLIS.

(Signed) *George Parkhouse.*

CLAIM N° 1 of N° 1,412, in our Fifth Report.

N° 759.

CLAIM  
N° 1 of N° 677 in the  
Madras Gazette of  
the 6th and 20th  
April 1809;  
N° 1 of 808 in the  
London Gazette of  
the 9th December  
1809; and,  
N° 1 of N° 1,412 in the  
Fifth Report to  
Parliament.

*Vencat Row, as Son  
of Trimbeck Pundit.*

TO all to whom these Presents shall come: We, Sir Benjamin Hobhouse Baronet, Thomas Cockburn Esquire, and Sir Robert Harry Inglis Baronet, all of Manchester Buildings Westminster, being the Commissioners and Referees acting in England for the time being, under a certain Deed indented and bearing date the tenth day of July, one thousand eight hundred and five, "between the United Company of Merchants of England trading to the East Indies, of the one part; and the several Persons whose hands and seals are thereto set and affixed, and who respectively are or claim to be Creditors of his Highness the Nabob Wallah Jah, formerly Nabob of Arcot and of the Carnatic in the East Indies, and now deceased, and of his Highness the Nabob Omdut ul Omrah, late Nabob of Arcot and of the Carnatic, eldest son and successor of his said Highness the Nabob Wallah Jah, and now also deceased, and of his Highness the Ameer ul Omrah, the second son of his said Highness the Nabob Wallah Jah, and now also deceased, or of some or one of them the said several Nabobs and the said Ameer, of the other part;" Send Greeting: Whereas Vencat Row of the East Indies, as son of Trimbeck Pundit, also formerly of the East Indies, hath become party to the aforesaid Indenture, and hath thereby submitted himself, his heirs executors and administrators, to the judgment, award, order and determination of the Commissioners appointed under the said Indenture, in all things whatsoever relating to the several Claims made by him under the said Indenture: Now know ye, that we, the said Sir Benjamin Hobhouse, Thomas Cockburn, and Sir Robert Harry Inglis, having taken into consideration a Claim made by the said Vencat Row, as son of the said late Trimbeck Pundit, upon the said late Nabob Wallajah, for arrears of pay stated to be due to his father the said late Trimbeck Pundit, for the principal sum of one thousand five hundred and fifty-seven Star Pagodas sixteen fanams and fifty cash (S. P. 1,557. 16f. 50c.) which said principal sum with interest calculated thereon, would amount on the fifteenth day of May, in the year of our Lord one thousand eight hundred and four, to the aggregate sum of three thousand four hundred and fourteen Star Pagodas thirty-one fanams and forty-one cash (S. P. 3,414. 31f. 41c.) or one thousand three hundred and sixty-five Pounds and eighteen shillings sterling (£. 1,365. 18s.) and having duly investigated the said Claim according to the covenants, provisions and directions of the aforesaid Indenture; Do find, That the said late Trimbeck Pundit was in the civil service of the said late Nabob Wallajah: And we do further find, upon making up agreeably to the principles of the aforesaid Deed of Indenture of the tenth day of July, in the year of our Lord one thousand eight hundred and five, an account of the arrears of pay due to the estate of the said late Trimbeck Pundit, That the aggregate sum (principal and interest) of three thousand three hundred and sixteen Star Pagodas thirty-six fanams and twenty cash (S. P. 3,316. 36f. 20c.) or one thousand three hundred and twenty-six Pounds fourteen shillings and eleven-pence sterling (£. 1,326. 14s. 11d.) was on the fifteenth day of May, in the year of our Lord one thousand eight hundred and four, and still is due and owing from the representatives of the said late Nabob Wallajah, to the estate of the said late Trimbeck Pundit: And we, the said Sir Benjamin Hobhouse, Thomas Cockburn, and Sir Robert Harry Inglis, do hereby Award and Adjudge, That on the said fifteenth day of May, in the year of our Lord one thousand eight hundred and four, the said aggregate sum of three thousand three hundred and sixteen Star Pagodas thirty-six fanams and twenty cash (S. P. 3,316. 36f. 20c.) or one thousand three hundred and twenty-six Pounds fourteen shillings and eleven-pence sterling (£. 1,326. 14s. 11d.) and no more, was and still is due and owing from the representatives of the said Nabob Wallajah, to the said Vencat Row son as aforesaid, for the benefit of the legal representative or representatives of the said Trimbeck Pundit; and that the said Vencat Row hath and shall have right to participate to the amount of the said aggregate sum in the fund provided by the aforesaid Indenture for satisfaction of the private debts of the late Nabobs of the Carnatic: And we do further Award and Order, That the said debt being a debt contracted by the said Nabob Wallajah for pay, is and shall be comprised in the First Class of Debts under the said Indenture: And we do further Award and Adjudge, That all the property and revenues of the said late Nabob Wallajah, and his successors or representatives, are and shall be for ever acquitted and discharged from all demand whatsoever in respect to the said Claim, at the instance of the said Vencat Row, or of any other person or persons whatsoever. In witness whereof, we, the said Sir Benjamin Hobhouse, Thomas Cockburn, and Sir Robert Harry Inglis, have hereunto set our hands the eighth day of February, in the year of our Lord one thousand eight hundred and twenty-six.

Signed (being first duly stamped)  
in the presence of

(Signed)

{ BENJAMIN HOBHOUSE.  
THOMAS COCKBURN.  
ROBERT HARRY INGLIS.

(Signed) *George Parkhouse.*

CLAIM

CLAIM N° 758 in our Fifth Report.

TO all to whom these Presents shall come: We, Sir Benjamin Hobhouse, Baronet, Thomas Cockburn Esquire, and Sir Robert Harry Inglis Baronet, all of Manchester Buildings Westminster, being the Commissioners and Referees acting in England for the time being, under a certain Deed indented and bearing date the tenth day of July one thousand eight hundred and five, "between the United Company of Merchants of England trading to the East Indies, of the one part; and the several Persons whose hands and seals are thereto set and affixed, and who respectively are or claim to be Creditors of his Highness the Nabob Wallah Jah, formerly Nabob of Arcot and of the Carnatic in the East Indies, and now deceased, and of his Highness the Nabob Omdut ul Omrah, late Nabob of Arcot and of the Carnatic, eldest son and successor of his said Highness the Nabob Wallah Jah, and now also deceased, and of his Highness the Ameer ul Omrah, the second son of his said Highness the Nabob Wallah Jah, and now also deceased, or of some or one of them the said several Nabobs and the said Ameer, of the other part;" Send Greeting: Whereas Mahomed Yacoob, son of Mahomed Khooja, deceased, Mahomed Reza Soobadar Shaik Abdool Kauder Jemadar, son of Shaik Hosein Soobadar, deceased, Shaik Adum, son of Abdurruhman Jemadar, described as insane, and Shaik Secunder, son of Shaik Meyun Soobadar, deceased, all now or formerly of the East Indies, became parties to the aforesaid Indenture, and thereby respectively submitted the Claims of the Estate of the said late Mahomed Khooja Soobadar, of himself, the said Mahomed Reza Soobadar, since deceased, of the said Shaik Hosein Soobadar, of the said Abdurruhman Jemadar, and of the said late Shaik Meyun Soobadar, to the judgment, award, order, and determination of the Commissioners appointed under the said Indenture, in all things whatsoever relating to the several Claims made by them respectively as aforesaid under the said Indenture: Now know ye, That we, the said Sir Benjamin Hobhouse, Thomas Cockburn, and Sir Robert Harry Inglis, having taken into consideration the said respective Claims of the said parties upon a Tunkah of his Highness the said late Nabob Wallajah, bearing date the twenty-second of Rubbeoossanee, one thousand one hundred and ninety-four of the Hegyra, and reciting the principal sums respectively due to the said several parties, on behalf of whom the said Claims are preferred as aforesaid, and including also therewith the principal sum of seven thousand six hundred and sixty-nine Rupees and four annas (R° 7,669. 4 a.) standing in the name of Shaik Mahomed, son of Shaik Muder, the said several sums, being in the said Tunkah, stated to amount to the aggregate principal sum of twenty-eight thousand nine hundred and twenty-one Arcot Rupees (A. R° 28,921.) which said principal sum of Rupees, converted into Star Pagodas, with interest thereon, would amount, on the fifteenth day of May, in the year of our Lord one thousand eight hundred and four, to the aggregate sum of twenty-two thousand five hundred and sixty-two Star Pagodas nine fanams and forty-seven cash (S. P° 22,562. 9 f. 47 c.) or nine thousand and twenty four Pounds seventeen shillings and ten-pence three farthings sterling (£. 9,024. 17s. 10½ d.); and having duly investigated the Claim of the said several parties as aforesaid, according to the covenants, provisions, and directions of the aforesaid Indenture, do find, That the said Mahomed Khooja Soobadar, the said Mahomed Reza Soobadar, the said Shaik Hosein Soobadar, the said Abdurruhman Jemadar, and the said Shaik Meyun Soobadar, were severally in the service of the said late Nabob Wallajah: And we do further find, upon making up, agreeably to the principles of the aforesaid Deed of Indenture of the tenth day of July, in the year of our Lord one thousand eight hundred and five, an account of the sums respectively due to the said several parties, That on the fifteenth day of May, in the year of our Lord one thousand eight hundred and four, there were due and owing from the representatives of the said late Nabob Wallajah to the estate of the said several parties respectively, the following sums, viz. to Ally Khan and to Moosa Khan Havildar, in the service of the East India Company, sons of the late Mahomed Khooja, for the benefit of the legal representative or representatives of the said Mahomed Khooja, four thousand and sixty-four Star Pagodas twenty fanams and fifty-seven cash (S. P° 4,064. 20 f. 57 c.) or one thousand six hundred and twenty five Pounds fifteen shillings and eleven pence halfpenny sterling (£. 1,625. 15s. 11½ d.); to the legal representative or representatives of the said Mahomed Reza Soobadar, three thousand seven hundred and sixty-four Star Pagodas fourteen fanams and twelve cash (S. P° 3,764. 14 f. 12 c.), or one thousand five hundred and five Pounds fourteen shillings and eight-pence halfpenny sterling (£. 1,505. 14s. 8½ d.); to Shaik Nuthur, for the benefit of the legal representative or representatives of the said Shaik Hosein, three thousand seven hundred and ninety-seven Star Pagodas twelve fanams and forty cash (S. P° 3,797. 12 f. 40 c.) or one thousand five hundred and eighteen Pounds eighteen shillings and four-pence three farthings sterling (£. 1,518. 18s. 4½ d.); to the legal representative or representatives of the said Abdurruhman Jemadar, four thousand six hundred and two Star Pagodas forty-one fanams and thirteen cash (S. P° 4,602. 41 f. 13 c.) or one thousand eight hundred and forty-one Pounds three shillings and ten-pence one farthing sterling (£. 1,841. 3s. 10½ d.); and to the said Shaik Secunder, for the benefit of the legal representative or representatives of the said Shaik Meyun Soobadar, three hundred and fifty Star Pagodas three fanams and forty-five cash (S. P° 350. 3 f. 45 c.) or one hundred and forty Pounds and eight-pence one farthing sterling (£. 140. 0s. 8½ d.): And we do further find, upon making up, agreeably to the principles of the aforesaid Deed of Indenture, of the tenth day of July, in the year of our Lord one thousand eight hundred and five, an account of the said principal sum of seven thousand six hundred and sixty-nine Rupees and four annas (R° 7,669. 4 a.) standing in the Tunkah aforesaid, in the name of Shaik Mahomed, son of Shaik

Absolute Adjudications in favour of Claimants.

N° 761.

CLAIM N° 539 in the Madras Gazette of the 8th and 15th December 1808; N° 669 in the London Gazette of the 2d September 1809; and, N° 758 in the Fifth Report to Parliament.

Mahomed Yacoob, Son of Mahomed Khooja, deceased, Mahomed Reza Soobadar Shaik Abdool Kauder Jemadar, Son of Shaik Hosein, Soobadar deceased, Shaik Adum, Son of Abdurruhman Jemadar, described as insane, and Shaik Secunder, Son of Shaik Meyun Soobadar, deceased.

Absolute  
Adjudications  
in favour of  
Claimants.

Shaik Mudar, That on the fifteenth day of May, in the year of our Lord one thousand eight hundred and four, there was due and owing from the representatives of the said Nabob Wallajah, to the legal representative or representatives of the said late Shaik Mahomed, the aggregate sum of five thousand nine hundred and eighty three Star Pagodas one fanam and forty cash (S. P<sup>a</sup> 5,903. 1f. 40c.) or two thousand three hundred and ninety-three Pounds four shillings and three-pence halfpenny sterling (£. 2,303. 4s. 3½d.); but the said Shaik Mahomed has not by himself, nor hath any person on behalf of his estate, signed the said Deed of Indenture of the tenth day of July, in the year of our Lord one thousand eight hundred and five; and the said aggregate sum is therefore excluded from this Award: And we, the said Sir Benjamin Hobhouse, Thomas Cockburn, and Sir Robert Harry Inglis, do hereby Award and Adjudge, That on the said fifteenth day of May, in the year of our Lord one thousand eight hundred and four, the aforesaid aggregate sums were severally due and owing from the representatives of the said late Nabob Wallajah, according to the following order, viz. To Ally Khan and to Moosa Khan Havikdar, in the service of the East India Company, sons of the late Mahomed Khooja, for the benefit of the legal representative or representatives of the said Mahomed Khooja, four thousand and sixty-four Star Pagodas twenty fanams and fifty-seven cash (S. P<sup>a</sup> 4,064. 20f. 57c.) or one thousand six hundred and twenty-five Pounds fifteen shillings and eleven-pence halfpenny sterling (£. 1,625. 15s. 11½d.); to the legal representative or representatives of the said late Mahomed Reza Soobadar, three thousand seven hundred and sixty-four Star Pagodas fourteen fanams and twelve cash (S. P<sup>a</sup> 3,764. 14f. 12c.) or one thousand five hundred and five Pounds fourteen shillings and eight-pence halfpenny sterling (£. 1,505. 14s. 8½d.); to Shaik Nuthur, for the benefit of the legal representative or representatives of the said late Shaik Hosein, three thousand seven hundred and ninety-seven Star Pagodas twelve fanams and forty cash (S. P<sup>a</sup> 3,797. 12f. 40c.) or one thousand five hundred and eighteen Pounds eighteen shillings and four-pence three farthings sterling (£. 1,518. 18s. 4¾d.); to the legal representative or representatives of the said late Abdurruhan Jemadar, four thousand six hundred and two Star Pagodas forty-one fanams and thirteen cash (S. P<sup>a</sup> 4,602. 41f. 13c.) or one thousand eight hundred and forty-one pounds three shillings and ten-pence one farthing sterling (£. 1,841. 3s. 10¼d.), and to the said Shaik Secunder, for the benefit of the legal representative or representatives of the said late Shaik Meyun Soobadar, three hundred and fifty Star Pagodas three fanams and forty-five cash (S. P<sup>a</sup> 350. 3f. 45c.) or one hundred and forty Pounds and eight-pence one farthing sterling (£. 140. 0s. 8¼d.); and that the said Ally Khan and Moosa Khan, sons of the said late Mahomed Khooja as aforesaid; the legal representative or representatives of the said Mahomed Reza Soobadar; the legal representative or representatives of the said Shaik Hosein; the legal representative or representatives of the said Abdurruhan, and the said Shaik Secunder, have and shall have right to participate to the amount of the aforesaid several sums, in the fund provided by the aforesaid Indenture, for satisfaction of the private debts of the late Nabobs of the Carnatic: And we do further Award and Order, That the said debts, being debts contracted by the said late Nabob Wallajah, for arrears of pay, are and shall be comprised in the First Class of Debts, under the said Indenture: And we do further Award and Adjudge, That all the property and revenues of the said late Nabob Wallajah, and his successors or representatives, are and shall be for ever acquitted and discharged from all demand whatsoever in respect to the said hereinbefore recited Claims, them or either of them, at the instance of the said several hereinbefore recited claimants, or their legal representatives, or of any other person or persons whatsoever, save and except as is hereinbefore excepted in respect to the case of the estate of the said Shaik Mahomed. In witness whereof, we, the said Sir Benjamin Hobhouse, Thomas Cockburn, and Sir Robert Harry Inglis, have hereunto set our hands, the twenty-first day of February, in the year of our Lord one thousand eight hundred and twenty-six.

Signed (being first duly stamped)  
in the presence of

(Signed) George Parkhouse.

(Signed)

{ BENJAMIN HOBHOUSE.  
THOMAS COCKBURN.  
ROBERT HARRY INGLIS.

THE Aggregate sterling Amount adjudicated absolutely in  
favour of Claimants, at the date of this Report, is - - } £. 2,459,781. 14s. 8½d.

ABSOLUTE ADJUDICATIONS *against* CLAIMANTS.

Remaining Part of Claim N° 698 in our Fifth Report.

TO all to whom these Presents shall come: We, Sir Benjamin Hobhouse Baronet, Thomas Cockburn Esquire, and Sir Robert Harry Inglis Baronet, all of Manchester Buildings Westminster, being the Commissioners and Referees acting in England for the time being, under a certain Deed indented and bearing date the tenth day of July, one thousand eight hundred and five, "between the United Company of Merchants of England trading to the East Indies, of the one part; and the several Persons whose hands and seals are thereto set and affixed, and who respectively are or claim to be Creditors of his Highness the Nabob Wallah Jah, formerly Nabob of Arcot and of the Carnatic in the East Indies, and now deceased, and of his Highness the Nabob Omdut ul Omrah, late Nabob of Arcot and of the Carnatic, eldest son and successor of his said Highness the Nabob Wallah Jah, and now also deceased, and of his Highness the Ameer ul Omrah, the second son of his said Highness the Nabob Wallah Jah, and now also deceased, or of some or one of them the said several Nabobs and the said Ameer, of the other part;" Send Greeting: Whereas by our Award, number six hundred and eighty (N° 680), bearing date the sixth day of August, in the year of our Lord one thousand eight hundred and twenty-two, passed in respect to a certain Claim made by Kishen Row, son of Coondul Row, son of Nursoo Pundit, upon his said Highness the Nabob Omdut ul Omrah, the principal sum of one thousand four hundred and eighty-eight Star Pagodas and eight annas (S. P. 1,488. 8a.), amounting, with interest thereon, on the fifteenth day of May, in the year of our Lord one thousand eight hundred and four, to the aggregate sum of one thousand seven hundred and thirty-seven Star Pagodas twenty-four fanams and sixty-one cash (S. P. 1,737. 24f. 61c.), or six hundred and ninety-five Pounds and eight-pence three farthings sterling (£.695. 0s. 8½d.), was reserved from the said Award, the said Claim requiring further investigation in India: And whereas such investigation hath been had as required; we, the said Sir Benjamin Hobhouse, Thomas Cockburn, and Sir Robert Harry Inglis, do find, That nothing is due or owing from the representatives of his Highness the said late Nabob Omdut ul Omrah to the said Kishen Row, son of Coondul Row, son of Nursoo Pundit, or to his representatives, in respect to the amount claimed by him as aforesaid, upon the said late Nabob Omdut ul Omrah: And we, the said Sir Benjamin Hobhouse, Thomas Cockburn, and Sir Robert Harry Inglis, do hereby Award and Adjudge, That the said Kishen Row, son of Coondul Row, son of Nursoo Pundit, hath no demand whatsoever on the fund provided by the aforesaid Indenture, for satisfaction of the private debts of the late Nabobs of the Carnatic, in respect to the amount claimed by him as aforesaid, upon his Highness the said late Nabob Omdut ul Omrah: And we do further Award and Adjudge, That all the property and revenues of his Highness the said late Nabob Omdut ul Omrah, and his successors or representatives, are and shall be for ever acquitted and discharged from all demand whatsoever, in respect to the Claim made as aforesaid, at the instance of the said Kishen Row, or of his representatives. In witness whereof, we, the said Sir Benjamin Hobhouse, Thomas Cockburn, and Sir Robert Harry Inglis, have hereunto set our hands, the twenty-first day of October, in the year of our Lord one thousand eight hundred and twenty-five.

Signed (being first duly stamped)  
in the presence of

(Signed)

(Signed) *George Parkhouse.*

{ BENJAMIN HOBHOUSE.  
THOMAS COCKBURN.  
ROBERT HARRY INGLIS.

Remaining part of CLAIM N° 1,145 in our Fifth Report.

TO all to whom these Presents shall come: We, Sir Benjamin Hobhouse Baronet, Thomas Cockburn Esquire, and Sir Robert Harry Inglis Baronet, all of Manchester Buildings Westminster, being the Commissioners and Referees acting in England for the time being, under a certain Deed indented and bearing date the tenth day of July, one thousand eight hundred and five, "between the United Company of Merchants of England trading to the East Indies, of the one part; and the several Persons whose hands and seals are thereto set and affixed, and who respectively are or claim to be Creditors of his Highness the Nabob Wallah Jah, formerly Nabob of Arcot and of the Carnatic in the East Indies, and now deceased, and of his Highness the Nabob Omdut ul Omrah, late Nabob of Arcot and of the Carnatic, eldest son and successor of his said Highness the Nabob Wallah Jah, and now also deceased, and of his Highness the Ameer ul Omrah, the second son of his said Highness the Nabob Wallah Jah, and now also deceased, or of some or one of them the said several Nabobs and the said Ameer, of the other part;" Send Greeting: Whereas by our Award, number seven hundred and thirty-one (N° 731), bearing date the fourteenth day of March, in the year of our Lord one thousand eight hundred and twenty-three, passed in respect to a Claim made by Roy Reddy Row (since deceased), described as heir to

Absolute  
Adjudications  
*against*  
Claimants.

N° 743.

Remaining part of  
CLAIM  
N° 700 in the  
Madras Gazette of  
the 6th April 1809;  
Remaining part of  
N° 831 in the  
London Gazette of  
the 9th December  
1809; and,  
Remaining part of  
N° 698 in the Fifth  
Report to Parlia-  
ment.

*Kishen Row, Son of  
Coondul Row, Son  
of Nursoo Pundit.*

N° 744.

Remaining part of  
CLAIM  
N° 779 in the  
Madras Gazette of  
the 20th April 1809;  
Remaining part of  
N° 910 in the  
London Gazette of  
the 9th December  
1809; and,  
Remaining part of  
N° 1,145 in the  
Fifth Report to  
Parliament.

*Roy Reddy Row,  
(since deceased)  
described as heir to  
the estate of his  
Brother the late  
Roy Anund Row.*

Absolute  
Adjudications  
against  
Claimants.

the estate of his brother, the late Roy Anund Row, the sum of one thousand four hundred and one Rupees and ten annas (R<sup>1</sup> 1,401. 10a), amounting, on the fifteenth day of May, in the year of our Lord one thousand eight hundred and four, to the aggregate sum (principal and interest) of six hundred and forty-eight Star Pagodas four fanams and sixty-nine cash (S. P<sup>o</sup> 648. 4f. 69c.), or two hundred and fifty-nine Pounds four shillings and eleven-pence one farthing sterling (£. 259. 4s. 11½d.), was reserved from the said Award, as requiring further investigation in India: And whereas such investigation hath been had as required; we the said Sir Benjamin Hobhouse, Thomas Cockburn, and Sir Robert Harry Inglis, do find, That in respect to the amount claimed as aforesaid, nothing is due or owing from the representatives of his Highness the said late Nabob Wallajah to the estate of the said late Roy Anund Row: And we, the said Sir Benjamin Hobhouse, Thomas Cockburn, and Sir Robert Harry Inglis, do hereby Award and Adjudge, That the estate of the said late Roy Anund Row, hath no claim on the fund provided by the aforesaid Indenture for satisfaction of the private debts of the late Nabobs of the Carnatic, in respect to the sum claimed as aforesaid: And we do further Award and Adjudge, That all the property and revenues of his Highness the said late Nabob Wallajah, and his successors or representatives, are and shall be for ever acquitted and discharged from all demand whatsoever, in respect to the sum claimed as aforesaid, at the instance of any person or persons whatsoever. In witness whereof, we, the said Sir Benjamin Hobhouse, Thomas Cockburn, and Sir Robert Harry Inglis, have hereunto set our hands, the twenty-first day of October, in the year of our Lord one thousand eight hundred and twenty-five.

Signed (being first duly stamped)  
in the presence of

(Signed)

BENJAMIN HOBHOUSE.  
THOMAS COCKBURN.  
ROBERT HARRY INGLIS.

(Signed) *George Parkhouse.*

#### CLAIM N<sup>o</sup> 488 in our Fifth Report.

N<sup>o</sup> 747.

CLAIM  
N<sup>o</sup> 1,262 in the Madras  
Gazette of the 25th  
May 1809;  
N<sup>o</sup> 1,392 in the London  
Gazette of the 3d  
February 1810; and,  
N<sup>o</sup> 488 in the Fifth  
Report to Parlia-  
ment.

*Gholaum Nubbee  
Khan Behadur as  
Son of Rabaiah  
Beebee, deceased,  
Widow of  
Buddurool Islam  
Khan Behadur, and  
as Brother of  
Beebee Enayut,  
deceased, Daughter  
of the said  
Buddurool Islam  
Khan Behadur.*

TO all to whom these Presents shall come: We, Sir Benjamin Hobhouse Baronet, Thomas Cockburn Esquire, and Sir Robert Harry Inglis Baronet, all of Manchester Buildings Westminster, being the Commissioners and Referees acting in England for the time being, under a certain Deed indented and bearing date the tenth day of July one thousand eight hundred and five, "between the United Company of Merchants of England trading to the East Indies, of the one part; and the several Persons whose hands and seals are thereto set and affixed, and who respectively are or claim to be Creditors of his Highness the Nabob Wallah Jah, formerly Nabob of Arcot and of the Carnatic in the East Indies, and now deceased, and of his Highness the Nabob Omdut ul Omrah, late Nabob of Arcot and of the Carnatic, eldest son and successor of his said Highness the Nabob Wallah Jah, and now also deceased, and of his Highness the Ameer ul Omrah, the second son of his said Highness the Nabob Wallah Jah, and now also deceased, or of some or one of them the said several Nabobs and the said Ameer, of the other part;" Send Greeting: Whereas, Gholaum Nubbee Khan Behadur, of the East Indies, as son of Rabaiah Beebee, deceased, widow of Buddurool Islam Khan Behadur, and as brother of Beebee Enayut deceased, daughter of the said Buddurool Islam Khan Behadur, all formerly of the East Indies, hath become party to the aforesaid Indenture, and hath thereby submitted the Claims of the estates of the said Rabaiah Beebee, and of the said Beebee Enayut, to the judgment, award, order and determination of the Commissioners appointed under the said Indenture, in all things whatsoever relating to the several Claims made by him under the said Indenture: Now know ye, that we, the said Sir Benjamin Hobhouse, Thomas Cockburn, and Sir Robert Harry Inglis, having taken into consideration two items of Claim made by the said Gholaum Nubbee Khan Behadur, the first item of Claim being for arrears of a Muddud Khurch allowance, alleged to have been due to his said late mother Rabaiah Beebee, from the said late Nabobs Wallah Jah and Omdut ul Omrah, amounting to the principal sum of twelve hundred Rupees (R<sup>1</sup> 1,200), which, with arrears of interest, would amount, on the fifteenth day of May, in the year of our Lord one thousand eight hundred and four, to the aggregate sum of four hundred and sixty-eight Star Pagodas thirty-nine fanams and twenty cash (S. P<sup>o</sup> 468. 39f. 20c.), or one hundred and eighty-seven Pounds eleven shillings and five-pence three farthings sterling (£. 187. 11s. 5½d.); the second item of Claim being for arrears of a Muddud Khurch allowance, alleged to have been due to his said late sister Beebee Enayut from the said late Nabobs Wallah Jah and Omdut ul Omrah, amounting to the principal sum of three hundred and sixty Rupees (R<sup>1</sup> 360), which, with arrears of interest, would amount, on the fifteenth day of May, in the year of our Lord one thousand eight hundred and four, to the aggregate sum of one hundred and thirty Star Pagodas fifteen fanams and thirty-one cash (S. P<sup>o</sup> 130. 15f. 31c.); or fifty-two Pounds two shillings and eleven pence sterling (£. 52. 2s. 11d.), and having duly investigated the said two items of Claim so made as aforesaid, according to the covenants, provisions and directions of the aforesaid Indenture, do find, That nothing is due and owing from the representatives of their said late Highnesses the Nabobs Wallah Jah and Omdut ul Omrah, them or either of them, to the estate of the said late Rabaiah Beebee, or to the estate of the said late Beebee Enayut, in respect of the said Claims, them or either of them: And we, the said Sir Benjamin Hobhouse, Thomas Cockburn, and Sir Robert Harry Inglis, do hereby Award and Adjudge, That neither the said Gholaum Nubbee Khan Behadur, nor

any

CARNATIC COMMISSIONERS.

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any other person or persons whatsoever, on behalf of the estate of the said late Rabaiah Beebee, or on behalf of the estate of the said late Beebee Enayut, hath or have any demand on the fund provided by the aforesaid Indenture for satisfaction of the private debts of the late Nabobs of the Carnatic, in respect of the said Claims, them or either of them: And we do further Award and Adjudge, That all the property and revenues of their Highnesses the said late Nabobs Wallah Jah and Omdut ul Omrah, and their successors or representatives, are and shall be for ever acquitted and discharged from all demand whatsoever in respect of the said Claims at the instance of the said Gholaum Nubbee Khan Behadur, or of any other person or persons whatsoever. In witness whereof, we, the said Sir Benjamin Hobhouse, Thomas Cockburn, and Sir Robert Harry Inglis, have hereunto set our hands, the twenty-eighth day of November, in the year of our Lord one thousand eight hundred and twenty-five.

Absoluth  
Adjudications  
against  
Claimants.

Signed (being first duly stamped)  
in the presence of

(Signed)

{ BENJAMIN HOBHOUSE.  
THOMAS COCKBURN.  
ROBERT HARRY INGLIS.

(Signed) *George Parkhouse.*

CLAIM N° 205 in our Fifth Report.

TO all to whom these Presents shall come: We, Sir Benjamin Hobhouse Baronet, and Thomas Cockburn Esquire, both of Manchester Buildings Westminster, being two of the Commissioners and Referees acting in England for the time being, under a certain Deed indented and bearing date the tenth day of July, one thousand eight hundred and five, "between the United Company of Merchants of England trading to the East Indies of the one part; and the several Persons whose hands and seals are thereto set and affixed, and who respectively are or claim to be Creditors of his Highness the Nabob Wallah Jah, formerly Nabob of Arcot and of the Carnatic in the East Indies, and now deceased, and of his Highness the Nabob Omdut ul Omrah, late Nabob of Arcot and of the Carnatic, eldest son and successor of his said Highness the Nabob Wallah Jah, and now also deceased, and of his Highness the Ameer ul Omrah, the second son of his said Highness the Nabob Wallah Jah, and now also deceased, or of some or one of them the said several Nabobs and the said Ameer, of the other part;" Send Greeting: Whereas Ali Reza of the East Indies, son of Mohummud Rooknudeen Hosein, son of Mahomed Baukir Hosein Khan, hath become party to the aforesaid Indenture, and hath thereby submitted himself, his heirs, executors and administrators, to the judgment, award, order and determination of the Commissioners appointed under the said Indenture, in all things whatsoever relating to the several Claims made by him under the said Indenture: Now know ye, That we, the said Sir Benjamin Hobhouse and Thomas Cockburn, having taken into consideration a Claim made by the said Ali Reza upon the late Nabob Omdut ul Omrah, for the principal sum of four thousand three hundred and twenty Rupees (R° 4,320) alleged to be arrears of pay due by his said late Highness to the said Ali Reza, which said principal sum, with arrears of interest, would amount on the fifteenth day of May, in the year of our Lord one thousand eight hundred and four, to the aggregate sum of one thousand four hundred and forty-four Star Pagodas three fanams and twenty-one cash (S. P° 1,444. 3 f. 21 c.) or five hundred and seventy-seven pounds twelve shillings and seven-pence halfpenny sterling (£. 577. 12s. 7 ½ d.); and having duly investigated the said claim according to the covenants, provisions, and directions of the aforesaid Indenture, do find, That nothing is due and owing from the representatives of the said late Nabob Omdut ul Omrah, to the said Ali Reza, in respect of the said Claim so made by him as aforesaid: And we, the said Sir Benjamin Hobhouse and Thomas Cockburn do hereby Award and Adjudge, That the said Ali Reza hath no Claim on the fund provided by the aforesaid Indenture for satisfaction of the private debts of the late Nabobs of the Carnatic, in respect to the said Claim: And we do further Award and Adjudge That all the property and revenues of the said late Nabob Omdut ul Omrah and his successors or representatives, are and shall be for ever acquitted and discharged from all demand whatsoever in respect of the said Claim, at the instance of the said Ali Reza, or of any other person or persons whatsoever. In witness whereof, we, the said Sir Benjamin Hobhouse and Thomas Cockburn have hereunto set our hands, the sixteenth day of December, in the year of our Lord one thousand eight hundred and twenty-five.

N° 750.

CLAIM  
N° 1,102 in the Madras  
Gazette of the 20th  
April 1809;  
N° 1,232 in the London  
Gazette of the 27th  
January 1810; and,  
N° 205 in the Fifth  
Report to Parli-  
ament.

*Ali Reza, Son of  
Mohummud  
Rooknudeen  
Hosein, Son of  
Mahomed Baukir  
Hosein Khan.*

Signed (being first duly stamped)  
in the presence of

(Signed)

{ BENJAMIN HOBHOUSE.  
THOMAS COCKBURN.

(Signed) *Robert Playfair.*

Remaining part of Claim N° 1. of N° 202. in our Fifth Report.

TO all to whom these Presents shall come: We, Sir Benjamin Hobhouse Baronet, and Thomas Cockburn Esquire, both of Manchester Buildings Westminster, being two of the Commissioners and Referees acting in England for the time being, under a certain Deed indented and bearing date the tenth day of July one thousand eight hundred and five, "between the United Company of Merchants of England trading to the East Indies, of the one part; and the several Persons whose hands and seals are thereto set and affixed, and who respectively are or claim to be Creditors of his Highness the Nabob Wallah Jah, formerly Nabob

N° 752.

Remaining part of  
CLAIM  
N° 1 of N° 1,006  
in the Madras  
Gazette of the 20th  
April 1809;

**Absolute  
Adjudications  
against  
Claimants.**

Remaining part of  
N° 1 of N° 1,136 in  
the London Gazette  
of the 9th January  
1810; and,  
Remaining part of  
N° 1 of N° 202 in  
the Fifth Report to  
Parliament.

*Mahomed Ghous,  
alias Ally Dil  
Khan, Son of the  
late Ally Dil Khan.*

Nabob of Arcot and of the Carnatic in the East Indies, and now deceased, and of his Highness the Nabob Omdut ul Omrah, late Nabob of Arcot and of the Carnatic, eldest son and successor of his said Highness the Nabob of Wallah Jah, and now also deceased, and of his Highness the Ameer ul Omrah, the second son of his said Highness the Nabob Wallah Jah, and now also deceased, or of some or one of them the said several Nabobs and the said Ameer, of the other part;” Send Greeting: Whereas, by our Award, number six hundred and two (N° 602), bearing date the tenth day of May, in the year of our Lord one thousand eight hundred and twenty-one, passed in respect to a certain Claim made by Mahomed Ghous, alias Ally Dil Khan, as son of the late Ally Dil Khan, upon his Highness the late Nabob Wallajah, an aggregate sum amounting (principal and interest) on the fifteenth day of May, in the year of our Lord one thousand eight hundred and four, to three thousand and three Star Pagodas three fanams and sixty cash (S. P. 3,003. 3 f. 60 c.) or one thousand two hundred and one Pounds four shillings and eight pence halfpenny sterling (£. 1,201. 4 s. 8½ d.), was reserved from the said Award, the said Claim requiring further investigation in India: And whereas such investigation hath been had as required; we, the said Sir Benjamin Hobhouse and Thomas Cockburn, do find, That in respect to the amount so reserved as aforesaid, nothing is due or owing from the representatives of his Highness the said late Nabob Wallajah to the estate of the said late Ally Dil Khan: And we the said Sir Benjamin Hobhouse and Thomas Cockburn do hereby Award and Adjudge, That the estate of the said late Ally Dil Khan, hath no claim on the fund provided by the aforesaid Indenture for satisfaction of the private debts of the late Nabobs of the Carnatic, in respect to the sum so reserved as aforesaid: And we do further Award and Adjudge, That all the property and revenues of his Highness the said late Nabob Wallajah, and his successors or representatives, are and shall be for ever acquitted and discharged from all demand whatsoever in respect to the sum so reserved as aforesaid, at the instance of the said Mahomed Ghous, alias Ally Dil Khan, or of any other person or persons whatsoever. In witness whereof, we, the said Sir Benjamin Hobhouse and Thomas Cockburn have hereunto set our hands, the third day of January, in the year of our Lord one thousand eight hundred and twenty-six.

Signed (being first duly stamped)  
in the presence of

(Signed) *Robert Playfair.*

(Signed) { BENJAMIN HOBHOUSE.  
THOMAS COCKBURN.

**CLAIM N° 885 in our Fifth Report.**

**N° 753.**

**CLAIM**  
N° 1,171 in the Madras  
Gazettes of the 11th  
and 25th May 1809;  
N° 1,301 in the London  
Gazette of the 27th  
January 1810; and,  
N° 885 in the Fifth  
Report to Parlia-  
ment.

*Mahomed  
Tajooddeen Khan  
Behadur, Son of  
Nizamooddeen  
Ahmud Khan.*

TO all to whom these Presents shall come: We, Sir Benjamin Hobhouse Baronet, Thomas Cockburn Esquire, and Sir Robert Harry Inglis Baronet, all of Manchester Buildings Westminster, being the Commissioners and Referees acting in England for the time being, under a certain Deed indented and bearing date the tenth day of July, one thousand eight hundred and five, “ between the United Company of Merchants in England trading to the East Indies, of the one part; and the several Persons whose hands and seals are thereto set and affixed, and who respectively are or claim to be Creditors of his Highness the Nabob Wallah Jah, formerly Nabob of Arcot and of the Carnatic in the East Indies, and now deceased, and of his Highness the Nabob Omdut ul Omrah, late Nabob of Arcot and of the Carnatic, eldest son and successor of his said Highness the Nabob Wallah Jah, and now also deceased, and of his Highness the Ameer ul Omrah, the second son of his said Highness the Nabob Wallah Jah, and now also deceased, or of some or one of them the said several Nabobs and the said Ameer, of the other part;” Send Greeting: Whereas Mahomed Tajooddeen Khan Behadur, son of Nizamooddeen Ahmud Khan, both now or formerly of the East Indies, hath become party to the aforesaid Indenture, and hath thereby submitted himself, his heirs executors and administrators, to the judgment, award, order and determination of the Commissioners appointed under the said Indenture, in all things whatsoever relating to the several Claims made by him under the said Indenture: Now know ye, that we, the said Sir Benjamin Hobhouse, Thomas Cockburn, and Sir Robert Harry Inglis, having taken into consideration a Claim made by the said Mahomed Tajooddeen Khan Behadur, upon the late Nabob Omdut ul Omrah, for the principal sum of six thousand two hundred Rupees (R. 6,200.) alleged to be for arrears of allowance due by his said late Highness to the said Mahomed Tajooddeen Khan Behadur, which said principal sum converted into Star Pagodas with interest thereon, would amount, on the fifteenth day of May, in the year of our Lord one thousand eight hundred and four, to the aggregate sum of two thousand and sixty-seven Star Pagodas thirty-six fanams and nineteen cash (S. P. 2,067. 36 f. 19 c.) or eight hundred and twenty-seven Pounds two shillings and elevenpence sterling (£. 827. 2 s. 11 d.); and having duly investigated the said Claim according to the covenants, provisions and directions of the aforesaid Indenture, do find, That nothing is due and owing from the representatives of the said late Nabob Omdut ul Omrah to the said Mahomed Tajooddeen Khan Behadur, in respect to the said Claim: And we, the said Sir Benjamin Hobhouse, Thomas Cockburn, and Sir Robert Harry Inglis, do hereby Award and Adjudge, That the said Mahomed Tajooddeen Khan Behadur, hath no Claim on the fund provided by the aforesaid Indenture for satisfaction of the private debts of the late Nabobs of the Carnatic in respect to the said Claim: And we do further Award and Adjudge, That all the property and revenues of the said late Nabob Omdut ul Omrah, and his successors or representatives, are and shall be for ever acquitted and discharged from all demand whatsoever in respect to the said Claim, at the instance of the said Mahomed Tajooddeen Khan



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Khan Behadur, or of any other person or persons whatsoever. In witness whereof, we, the said Sir Benjamin Hobhouse, Thomas Cockburn, and Sir Robert Harry Inglis, have hereunto set our hands the fifth day of January, in the year of our Lord one thousand eight hundred and twenty-six.

Absolute  
Adjudications  
against  
Claimants.

Signed (being first duly stamped)  
in the presence of

(Signed)

{ BENJAMIN HOBHOUSE.  
THOMAS COCKBURN.  
ROBERT HARRY INGLIS.

(Signed) *George Parkhouse.*

Remaining Part of Claim N° 1, of N° 100, in our First Report.

TO all to whom these Presents shall come: We, Sir Benjamin Hobhouse Baronet, and Sir Robert Harry Inglis Baronet, both of Manchester Buildings Westminster, being two of the Commissioners and Referees acting in England for the time being, under a certain Deed indented and bearing date the tenth day of July, one thousand eight hundred and five, "between the United Company of Merchants of England trading to the East Indies, of the one part; and the several Persons whose hands and seals are thereto set and affixed, and who respectively are or claim to be Creditors of his Highness the Nabob Wallah Jah, formerly Nabob of Arcot and of the Carnatic in the East Indies, and now deceased, and of his Highness the Nabob Omdut ul Omrah, late Nabob of Arcot and of the Carnatic, eldest son and successor of his said Highness the Nabob Wallah Jah, and now also deceased, and of his Highness the Ameer ul Omrah, the second son of his said Highness the Nabob Wallah Jah, and now also deceased, or of some or one of them the said several Nabobs and the said Ameer, of the other part;" Send Greeting: Whereas, by Award number three hundred and seventeen (N° 317), passed on the twentieth day of December, in the year of our Lord one thousand eight hundred and thirteen, it was found that the late Major Charles Rumley had, at different dates, advanced and become security for various sums to or on account of the said Nabob Omdut ul Omrah; but that in the aggregate amount alleged by Dame Eliza Cockburn, executrix of the said Charles Rumley, to have been so advanced by him, there were included items to the amount of twelve thousand eight hundred and seven Star Pagodas (S. P<sup>a</sup> 12,807), upon which the Board did not deem it fitting to decide without further investigation in India: And whereas the said items were accordingly, for the said purpose, excepted from the said Award: And whereas the said further investigation was had, and it was thereby found, as per Award, number five hundred and twenty-one (N° 521), passed on the fifth day of August, in the year of our Lord one thousand eight hundred and nineteen, that of the items composing the said sum of twelve thousand eight hundred and seven Star Pagodas (S. P<sup>a</sup> 12,807) there remained one, viz. an item for three thousand five hundred Star Pagodas (S. P<sup>a</sup> 3,500), which with interest calculated thereon to the fifteenth day of May, in the year of our Lord one thousand eight hundred and four, would amount to the aggregate sum of eight thousand four hundred and nineteen Star Pagodas twenty-seven fanams and forty-nine cash (S. P<sup>a</sup> 8,419. 27f. 49c.), or three thousand three hundred and sixty-seven Pounds seventeen shillings and three-pence sterling (£. 3,367. 17s. 3d.) which said item it was necessary again to refer to India for further investigation: And whereas, the said item was accordingly, for the said purpose, excepted from the said Award: And whereas, the said further investigation hath been had: Now know ye, That we, the said Sir Benjamin Hobhouse and Sir Robert Harry Inglis, having duly taken the same into consideration, do find that no Claim hath been established by or on the part of the said Eliza Cockburn, executrix as aforesaid, in respect to the said item of three thousand five hundred Star Pagodas (S. P<sup>a</sup> 3,500), or the debt claimed thereon: And we, the said Sir Benjamin Hobhouse, and Sir Robert Harry Inglis, do hereby Award and Adjudge, That neither the said Elizabeth Cockburn, nor any other person or persons whatsoever, hath or have any Claim on the fund provided by the aforesaid Indenture for satisfaction of the private debts of the late Nabobs of the Carnatic, in respect of the said item of three thousand five hundred Star Pagodas (S. P<sup>a</sup> 3,500) or the debt claimed thereon: And we do further Award and Adjudge, That all the property and revenues of his Highness the said Nabob Omdut ul Omrah, and his successors or representatives, are and shall be for ever acquitted and discharged from all Claim whatsoever in respect of the said item of three thousand five hundred Star Pagodas (S. P<sup>a</sup> 3,500) or the debt claimed thereon, at the instance of the said Eliza Cockburn, executrix as aforesaid, or of any other person or persons whatsoever. In witness whereof, we, the said Sir Benjamin Hobhouse, and Sir Robert Harry Inglis, have hereunto set our hands, the second day of February, in the year of our Lord one thousand eight hundred and twenty-six.

Signed (being first duly stamped)  
in the presence of

(Signed)

{ BENJAMIN HOBHOUSE.  
ROBERT HARRY INGLIS.

(Signed) *George Parkhouse.*

CLAIM N° 949 in our Fifth Report.

TO all to whom these presents shall come: We, Sir Benjamin Hobhouse Baronet, Thomas Cockburn Esquire, and Sir Robert Harry Inglis Baronet, all of Manchester Buildings Westminster, being the Commissioners and Referees acting in England for the time being, under a certain Deed indented and bearing date the tenth day of July, one thousand eight hundred and five, "between the United Company of Merchants of England trading

N° 757.

Remaining part of  
CLAIM  
N° 1 of N° 15  
in the London  
Gazette of the 12th  
August 1806; and,  
Remaining part of  
Claim N° 1 of N° 100  
in the First Report  
to Parliament.

Dame *Eliza  
Cockburn*, Execu-  
trix of Major  
*Charles Rumley*.

N° 760.

CLAIM  
N° 965 in the Madras  
Gazette of the 20th  
April 1809;

**Absolute  
Adjudications  
against  
Claimants.**

Claim N° 1,095 in the  
London Gazette of  
the 9th January  
1810; and,  
Claim N° 949 in the  
Fifth Report to  
Parliament.

*Mullick Mahomed  
Aly Khan* (since  
deceased) Son of  
the late *Mullick  
Mahomed Ally  
Khan*.

trading to the East Indies, of the one part; and the several Persons whose hands and seals are thereto set and affixed, and who respectively are or claim to be Creditors of his Highness the Nabob Wallah Jah, formerly Nabob of Arcot and of the Carnatic in the East Indies, and now deceased, and of his Highness the Nabob Omdut ul Omrah, late Nabob of Arcot and of the Carnatic, eldest son and successor of his said Highness the Nabob Wallah Jah, and now also deceased, and of his Highness the Ameer ul Omrah, the second son of his said Highness the Nabob Wallah Jah, and now also deceased, or of some or one of them the said several Nabobs and the said Ameer, of the other part; Send Greeting: Whereas Mullick Mahmoud Aly Khan (since deceased), son of the late Mullick Mahomed Ally Khan, both formerly of the East Indies, did become party to the aforesaid Indenture, and did thereby submit himself, his heirs executors and administrators, to the judgment, award, order, and determination of the Commissioners appointed under the said Indenture, in all things whatsoever relating to the several Claims made by him under the said Indenture: Now know ye, That we, the said Sir Benjamin Hobhouse, Thomas Cockburn, and Sir Robert Harry Inglis, having taken into consideration a Claim made by the said Mullick Mahmoud Aly Khan, for "arrears of subsistence money allowed to him and his family by the Nabob Omdut ul Omrah," and stated to amount to the principal sum of six thousand six hundred Rupees (R<sup>o</sup> 6,600), which said principal sum of Rupees converted into Star Pagodas, with interest thereon, would amount, on the fifteenth day of May, in the year of our Lord one thousand eight hundred and four, to the aggregate sum of two thousand two hundred and six Star Pagodas nine fanams and sixty cash (S. P<sup>o</sup> 2,206. 9l. 60c.), or eight hundred and eighty-two Pounds nine shillings and ten-pence one farthing sterling (£.882. 9s. 10½d.); and having duly investigated the said Claim, according to the covenants, provisions and directions of the aforesaid Indenture, do find, That nothing is due or owing from the representatives of the said late Nabob Omdut ul Omrah to the legal representative or representatives of the said late Mullick Mahmoud Aly Khan, in respect to the Claim so made as aforesaid: And we, the said Sir Benjamin Hobhouse, Thomas Cockburn, and Sir Robert Harry Inglis, do hereby Award and Adjudge, That the legal representative or representatives of the said late Mullick Mahmoud Aly Khan hath or have no Claim on the fund provided by the aforesaid Indenture for satisfaction of the private debts of the late Nabobs of the Carnatic, in respect to the Claim so made as aforesaid: And we do further Award and Adjudge, That all the property and revenues of the said late Nabob Omdut ul Omrah, and his successors or representatives, are and shall be for ever acquitted and discharged from all demand whatsoever, in respect to the said Claim, at the instance of the legal representative or representatives of the said late Mullick Mahmoud Aly Khan, or of any person or persons whatsoever. In witness whereof, we, the said Sir Benjamin Hobhouse, Thomas Cockburn, and Sir Robert Harry Inglis, have hereunto set our hands, the sixteenth day of February, in the year of our Lord one thousand eight hundred and twenty-six,

Signed (being first duly stamped)  
in the presence of

(Signed)

(Signed) *Robert Playfair.*

{ BENJAMIN HOBHOUSE.  
THOMAS COCKBURN.  
ROBERT HARRY INGLIS.

THE Aggregate Sterling Amount of Absolute Adjudications }  
against the Claimants, is, at the date of this Report - - } £. 27,174,049 1 11½

WE shall here subjoin for the information of this Honourable House, an  
ABSTRACT of the AMOUNT of our ADJUDICATIONS to the date of the present  
Report; viz.

	£.	s.	d.
Aggregate of Absolute Adjudications <i>in favour</i> of Parties	2,459,781	14	8½
Aggregate of Provisional Adjudications <i>in favour</i> of Parties	40,000	17	10
	£. 2,499,782 12 6½		
Aggregate of Absolute Adjudications <i>against the Parties</i> , including the Portions disallowed on Claims favourably adjudicated	27,174,049	1	11½
	TOTAL - - 29,673,831 14 5½		
Estimated Balance of Claims remaining for Adjudication, when Returns, containing the Results of the Investiga- tions by the Commissioners in India shall be received, but exclusive of a number (exceeding 8,000) of small Claims, the subject of the proposed Arrangements mentioned in the following Paragraph	553,660	9	10½
	£. 30,227,492 4 4½		

WE had the honour to state, in our last Report, that (with the exception of a numerous Class of small Claims proposed to be comprehended under new arrangements between the East India Company and the Creditors), we had decided absolutely on all cases which the Returns made by the Commissioners in India enabled us to adjudicate; and we also stated, that we waited their returns to our instructions in reference to the said arrangements then in progress for relieving us from the necessity of investigating the said class of small debts: and we further stated, that we had lost no time in transmitting instructions for the investigation of the Claims of Messieurs Chase and Company, and others, whose cases were included in the Relief Act (59 Geo. III. N<sup>o</sup> 294.) It is again our duty to state to this Honourable House, that no return in respect to either of these subjects, has, as yet, been received by us from the Commissioners in India.

We had further the honour to state in our last Report, that we had not failed repeatedly to require Returns to our several instructions, and that having waited until the arrival of all the ships which sailed from Madras in the beginning of the year 1824, and having received no dispatches from the Commissioners in India, we, on the 20th August 1824, felt it to be our duty to address the Right Honourable the Governor General in Council in Bengal, who, by the 4th Clause of the Deed of Agreement between the East India Company and the Creditors of the late Nabobs of the Carnatic, and of the Ameer ul Omrah, dated the 10th July 1805, alone possesses control over the said Commissioners, as such, requesting that he would be pleased to call upon the Commissioners to explain the causes which had so long prevented a compliance on their part with our numerous instructions, and in the event of these explanations not proving satisfactory to his Lordship in Council, that he would adopt such measures as might seem to his Lordship fit and proper to ensure due and prompt obedience, on the part of the Commissioners in India, to the directions which they might have already received, or might in future receive from this Board.

We have now the honour to state, that we have received no reply to this appeal to the Governor General in Council; and though the Commissioners in India have transmitted some returns to our instructions, none have yet been received from them in reference to our directions for investigating the Claims under the Relief Act, or in respect to the arrangements in progress relative to the numerous class of small Claims: and we have further the honour to report to this Honourable House, that we have adjudicated all the other Claims on which Returns had been received prior to the commencement of the present month, except one, in respect to which the party was desirous of a short delay; and that we are engaged in the consideration of others since received.

BENJAMIN HOBHOUSE.  
THO. COCKBURN.  
ROBERT HARRY INGLIS.

Carnatic Office,  
Manchester Buildings, Westminster,  
22 February 1826.

(Rajah of Tanjore's Debts.)

THE  
SECOND REPORT  
OF THE  
COMMISSIONERS

Appointed under an Agreement, concluded on the 11<sup>th</sup>  
February 1824, between The EAST INDIA COMPANY  
and The PRIVATE CREDITORS of His late Highness  
AMEER SING, formerly RAJAH of TANJORE.

---

*Ordered, by The House of Commons, to be Printed,  
22 February 1826.*

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(Rajah of Tanjore's Debts.)

THE  
SECOND REPORT  
OF THE  
COMMISSIONERS

Appointed under an Agreement, concluded on the 11<sup>th</sup>  
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and The PRIVATE CREDITORS of His late Highness  
AMEER SING, formerly RAJAH of TANJORE.

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*Ordered, by The House of Commons, to be Printed,  
22 February 1826.*

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TO THE  
Honourable THE COMMONS of the United Kingdom of Great Britain and Ireland,  
in Parliament assembled.

THE  
SECOND REPORT of the Commissioners appointed  
under an Agreement, concluded on the 11<sup>th</sup> February 1824, between  
The EAST INDIA COMPANY and The PRIVATE CREDITORS of His  
late Highness AMEER SING, formerly RAJAH of TANJORE.

IN Obedience to the Act of Parliament, passed on the 17<sup>th</sup> June 1824, we  
present to this Honourable House, a List of all the Claims which have been  
preferred, since the date of our last Report, by Persons who describe themselves to  
be Creditors of the late *Ameer Sing*, and have become Parties to the Deed of  
Agreement with The East India Company.

LIST (in continuation) of CLAIMS preferred before the Commissioners, in England and in India, for investigating the DEBTS of his late Highness AMEER SING, formerly RAJAH OF TANJORE, by Parties who have executed the Deed of Agreement with The EAST INDIA COMPANY.

No.	CLAIMANTS.	AMOUNT of The Principal of The Claims in the Coin specified in the Obligation	Aggregate AMOUNT of The Principal, with Interest, in the Coin specified in the Obligation.
12	APPAJEE JYER, William Hart, attorney for the assignee of: An Obligation of Ameer Sing, in favour of Appajee Jyer, dated 10th April 1795, with successive assignments	Star Pag. F. C. 5,970 - -	Star Pag. F. C. 18,670 14 67
13	ARMSTRONG, Captain Charles, William Hart, attorney for the administrator to the estate of: An Obligation of Ameer Sing, to Mr. Porcher, dated 4th July 1794, and endorsed to Captain C. Armstrong by Nagwajee Row	10,000 - -	21,531 4 76
14	AUNUNDA KISTNA PILLAY, William Hart, attorney for the heirs of: Obligation of Ameer Sing, dated 20th December 1794, in favour of Aununda Kistna Pillay, which obligation being lost or mislaid, is said to have been advertised as such on the 13th April 1808	2,000 - -	4,269 15 -
15 and 16	BUTLER, Captain John, by William Hart, his attorney: An Obligation of Rajah Ameer Sing in favour of Captain J. Butler, dated 10th August 1795; and another similar obligation, dated 4th August 1795	27,000 - - 5,394 - -	56,946 - - 11,380 6 54
17	CAMPBELL, Dugald, surviving executor of the late Colonel Hugh Campbell: Stated to be upon "a bond from Mahawranjee Ranjustry Amdrasingajy Rajah" (meaning the said late Ameer Sing) "to Captain Hugh Campbell, dated the 12th September 1788," for	10,000 - -	23,852 2 24
18	CATTÀ VALLABADOSS, William Hart, attorney for the assignee of: An Obligation of Ameer Sing in favour of Catta Vallabados, dated 16th July 1795, and successive assignments	1,650 - -	3,486 29 38
19	CATTÀ VALLABADOSS DWARAKADOSS, by William Hart, his attorney: Maharatta Obligation, granted by Rajah Ameer Sing in favour of Catta Vallabados Dwarakados, dated 6th July 1795	5,700 - -	12,043 21 -
20	C. NARSOO NAIK, assignee of Captain J. Innes, by William Hart, his attorney: Obligation in the Maharatta language, granted by Ameer Sing Rajah, dated 10th July 1795, in favour of Captain James Innes, and successive assignments of the said bond to C. Narsoo Naik	15,155 - -	32,064 27 36
21	COLLORE VENCATABOYLOO, William Hart, attorney for the heirs of: Bond, dated 19th May 1795, is said to be in the possession of Changalroy Pillay, and who is unwilling to deliver it to the present Claimant	5,000 - -	10,590 25



TANJORE COMMISSIONERS.

No.	(continued.) CLAIMANTS.	AMOUNT of The Principal of The Claims in the Coin specified in the Obligation.	Aggregate AMOUNT of The Principal, with Interest, in the Coin specified in the Obligation.
		Star Pag <sup>s</sup> . F. C.	Star Pag <sup>s</sup> . F. C.
22	COLT, HART, and WESTON, Messieurs, by William Hart, attorney for the assignee of: Original Bond of Ameer Sing, dated 17th September 1795, in favour of Doctor Horseman; and further assignments by Nagavajee Row of the said bond, to Colt, Baker and Hart	25,000 - -	52,622 10 -
23	COLT, HART, and WESTON, Messieurs, by William Hart, attorney for the assignee of: Obligation of Ameer Sing to Captain Borthwick, dated 16th September 1795, and assignment of Nagavajee Row, in favour of Colt, Baker, and Hart, of the said Obligation	30,000 - -	63,150 - -
24	COLT, Oliver, Esquire, assignee of the representatives of the late Major-General Stair Dalrymple: Stated to be upon a bond from the late Ameer Sing, dated April 1795, for N. B.—A bond of Rymut Cawn, for the same sum, is stated to be held as a security for the bond of Rajah Ameer Sing.	50,000 - -	106,000 - -
25	COOTY CHETTY, William Hart, attorney for the heir of: An Obligation in the Mahratta language, granted by the Rajah Ameer Sing, dated 15th April 1794, in favour of Cooty Chetty, for 10,000 star pagodas, and bearing interest at 12 per cent per annum	10,000 - -	21,617 35 -
26	DALLAS, Lieutenant P., William Hart, attorney for the administrator to the estate of: An Obligation of Ameer Sing in favour of Lieutenant Peter Dallas, dated 4th August 1795	1,500 - -	3,164 30 -
27	DALRYMPLE, Major S. P., William Hart, attorney for the assignee of: An Obligation of Ameer Sing in favour of Major Dalrymple, dated 11th August 1795, and successive assignments	4,500 - -	9,490 22 40
28	FENNEL, Captain Baker, executors to the estate of the late, by Messrs. Arbuthnot and Company, their attorneys: Original bond and engagement of his late Highness Ameer Sing to Captain B. Fennel for pagodas 1,400, and a bond of Rymut Cawn to D <sup>o</sup> for the same amount, dated 4th August 1795	1,400 - -	10,719 28 18
29	HALIBURTON, Colonel J. executors to the estate of the late, by Messieurs Arbuthnot and Company, their agents: Original bond of the late Rajah of Tanjore to Lieutenant Macpherson, dated 4th August 1795, and registered in the supreme court of Madras on 2d August 1809 N. B.—By the Commissioners in England. It is stated in the Schedule of Messieurs Arbuthnot and Company, that the estate of the late Colonel G. Martin has a lien on this claim to the amount of star pagodas 1,434; but it is also noted in the proceedings of the Tanjore Committee, 17th November 1802, page 305, that a bond in the name of Lieutenant Alexander Macpherson for pagodas 5,000 was the property of the following parties; viz. 3,300 Captain (subsequently Colonel) W <sup>m</sup> Cunningham. 1,100 Mr. Alexander Kennedy, and by him transferred to Alexander Macleod, Esquire. 600 Colonel John Haliburton. 5,000	5,000 - -	21,642 8 50

## SECOND REPORT OF THE

No.	(continued.) CLAIMANTS.	AMOUNT of The Principal of The Claims in the Coin specified in the Obligation.	Aggregate AMOUNT of The Principal with Interest, in the Coin specified in the Obligation.
30	<p>HARRINGTON, Messieurs, and Company, by Messieurs Arbuthnot and Company, agents to the creditors at large of the late firm of:</p> <p>Two original bonds of his late Highness the Rajah of Tanjore; the former to Moorlee Doss Bagavan Doss, and the latter to Gocal Doss Ragoovana Doss, and their transfer of the same to the firm of Harrington and Company, dated 17th August 1795</p>	<p>Star Pag. P. C.</p> <p>6,268 - -</p>	<p>Star Pag. P. C.</p> <p>27,077 49 78</p>
31	<p>HARRINGTON, Messieurs, and Company, by Messieurs Arbuthnot and Company, agents to the creditors at large, of the late firm of:</p> <p>Two original bonds of his late Highness Ameer Sing; the former to the late William Ross, esquire, and the latter to the Honourable Captain Waldegrave, (afterwards Lord Radstock) dated 1st October 1785</p> <p>N. B.—By the Commissioners in England.</p> <p>It appears by the proceedings of the Tanjore Committee, 1802/3, that claims in the same names and for the same principal sums, were made before them on bonds of <i>Tuljojee Rajah</i>, the predecessor of Ameer Sing.</p>	<p>2,500 - -</p> <p>12,500 - -</p>	<p>13,773 19 8</p> <p>68,867 5 43</p>
32	<p>HART, William:</p> <p>Bond of Sincca Row, on behalf of Ameer Sing, for the purchase of original invoice of silk goods from Mr. William Hart, dated 13th July 1794</p>	<p>4,535 33 7</p>	<p>9,704 35 4</p>
33	<p>HART, William, assignee of Lieutenant Colonel W. Sherriff, deceased:</p> <p>A bond by Trimbeck Sumbajee and Nagwajee Row, Vakeels of Ameer Sing, dated 12th December 1794, and an obligation of Ameer Sing, dated Tanjore, 25th November 1795</p>	<p>10,000 - -</p>	<p>21,355 25 -</p>
34	<p>HOPE, GRIFFITHS, and WHERLANS, Messieurs, mortgagees of the late Captain J. Butler, by their attorney Edward Griffiths:</p> <p>Original bond of his late Highness Ameer Sing, the Rajah of Tanjore, dated 4th August 1795</p>	<p>6,394 - -</p>	<p>11,378 23 75</p>
35	<p>HORSEMAN, William, Esquire:</p> <p>Bond of the Rajah Ameer Sing, dated 16th September 1795, for star pagodas 30,000</p>	<p>21,470 37 40</p>	<p>46,121 19 61</p>
36	<p>HURRY KISTNA DAVA, by William Hart, his attorney:</p> <p>An obligation in the Mahratta language of Ameer Sing, in favour of Hurry Kistna Dava, dated 6th April 1795</p>	<p>3,000 - -</p>	<p>6,368 15 -</p>
37	<p>JEREMOSS, William Hart, attorney for the heirs of:</p> <p>Bond in the possession of Soobas Dava Jossan, "and supposed to be dated 30th April 1824"</p>	<p>8,500 - -</p>	<p>18,120 - -</p>
38	<p>LAMBALLAS, Mrs. William Hart, attorney for the heirs of:</p> <p>"Bond not now in the possession of the claimant, but expected to be produced within a few days, date supposed to be 30th April 1794"</p>	<p>3,700 - -</p>	<p>6,832 - -</p>
39	<p>LINGAPAH CHETTY, assignee of G. Narrain Pillay, by William Hart, his attorney:</p> <p>An obligation of Ameer Sing to G. Narrain Pillay, dated 12th May 1788, with successive assignments</p>	<p>25,200 - -</p>	<p>60,452 9 78</p>

TANJORE COMMISSIONERS.

No.	(continued.) CLAIMANTS.	AMOUNT of The Principal of The Claims in the Coin specified in the Obligation.	Aggregate AMOUNT of The Principal with Interest, in the Coin specified in the Obligation.
40	LUTCHMEDUT DUGGET, William Hart, attorney for the heirs of: An obligation in the Mahratta language, granted by Ameer Sing, in favour of Lutchmedut Dugget for pagodas 6,000, dated 5th May 1795	Star Pag. F. G. 6,000 - -	Star Pag. F. G. 12,718 - -
41	LUTCHMEDUT DUGGET, William Hart, attorney for the heirs of: An obligation in the Mahratta language, granted by Ameer Sing, in favour of Lutchmedut Dugget for pagodas 2,067, dated 1st August 1795	2,067 - -	4,361 16 52
42	LUTCHMEDUT DUGGET, William Hart, attorney for the heirs of: An obligation, in the Mahratta language, of Ameer Sing, in favour of Lutchmedut Dugget for pagodas 1,100, dated 12th July 1795	1,100 - -	2,323 20 -
43	MAITLAND, R. A. executor to the estate of the late Mr. Benjamin Roebuck, assignee of the late Sadras Verdarajah Moodiliar: Bond dated 13th June 1798	50,000 - -	99,758 40 54
44	MANALLY CHINNIAM MOODELIAR, C. H. Clay, receiver for the representatives of: A bond in the Mahratta language, granted by Ameer Sing, Rajah, in favour of Manally Chinniah Moodeliar, dated 8th August 1795 A bond in the Mahratta language, granted by Ameer Sing, Rajah, in favour of Manally Chinniah Moodeliar, dated 10th October 1795 A bond in the Mahratta language, granted by Ameer Sing, Rajah, in favour of Manally Chinniah Moodeliar, dated 1st March 1797	15,000 - - 21,644 - - 267,300 - -	31,638 27 59 45,498 29 30 547,049 26 40
45	NADAVAJoola PAUPIAH, Assignee, William Hart, attorney for: An half share in the bond specified in claim N <sup>o</sup> 59, for 25,000 chukkrumis, dated 7th October 1794, and said to be in the possession of Vencatta Sooba Ragaviah	5,550 - -	11,892 18 60
46	NAMASAVOY CHETTY, son and heir of Arnachellum Chetty, by William Hart, his attorney: An obligation in the Mahratta language, granted by Ameer Sing, in favour of Arnachellum Chetty, for pagodas 5,000, dated 23d October 1794	5,000 - -	10,708 - -
47	NAMASEVOY CHETTY, Assignee, William Hart, attorney for: Mahratta obligation of Rajah Ameer Sing, dated 10th March 1795, in favor of Mr. Sherriff, in trust for Jeevan Row	4,175 - -	8,871 16 -
48	NANNAH VALAPPAH CHETTY and VURDAPAH CHETTY, mortgagees of T. Moodookistnah Chetty: Obligation in the Mahratta language, granted by the Rajah Ameer Sing, dated 16th April 1794, in favor of T. Moodookistnah Chetty	10,000 - -	21,617 35 -
49	NAUNAMAH, Widow of the late Cundapah Chetty, by her agent Nanny Vurdapah Chetty: Obligation in the Mahratta language, granted by Trimbuck Sumbaijee and Naugojee, by order of Rajah Ameer Sing, dated 10th April 1795, in favor of Cundapah Chetty	206 - -	437 9 -

No.	(continued.) CLAIMANTS.	AMOUNT of The Principal of The Claims in the Coin specified in the Obligation.	Aggregate AMOUNT of The Principal, with Interest, in the Coin specified in the Obligation.
50	<p>ORME, Robert, and George Arbuthnot, Esquires, executors of the will of the late Walter Grant, Esquire, under an assignment from the representatives of Dava Bhoocunjee Causee Doss Soucar, deceased, for</p> <p>* Estimated to amount to about 221,746 Arcot rupees.</p> <p><i>N. B.</i>—The said amount of 62,256 6 6 Tanjore chuckrums is a balance due on two Mahratta bonds, granted by Tooljajee, Rajah of Tanjore (the immediate predecessor of Ameer Sing,) to R. Bhoocunjee Causee Doss Soucar, for the payment of which it is alleged Ameer Sing granted his own bond or agreement to pay the same, bearing date the 8th April 1787.</p> <p>These bonds were assigned in trust by the representatives of the said late Dava Bhoocunjee Causee Doss, to the representatives of the said late Walter Grant, Esquire, for securing to his (Grant's) estate, a debt of pagodas 6,000, and interest thereon at 8 per cent per annum, from the 11th January 1807.</p>	Tanj. Chuckrums. 62,256 6 6	Tanj. Chuckrums. * 152,054 6 6
51	<p>PATULLO, Mrs. Isabella, W. D. Brodie, and Lieutenant G. A. Brodie, the executrix and executors in India of the late Captain A. E. Patullo, deceased, assignee and mortgagee of Vadagerry Row, the eldest son and executor of the late Sadras Venoygum Moodeliar:</p> <p>Bond of the Rajah Ameer Sing, dated 13th July 1795, -</p>	Star Pag. F. C. 24,540 - -	Star Pag. F. C. 51,825 35 46
52	<p>RAMAVA, or Roomo Naick, William Hart, attorney for the assignee of:</p> <p>Obligation dated 2d April 1794, in favour of Ramava Naick, with an indorsement on it in favour of Vurdapah Chetty - - - - -</p>	840 - -	1,817 4 62
53	<p>REYNOLDS, John, executor to Mr. James Sutherland, by Messrs. Binny and Company, his agents:</p> <p>Original account current of Ameer Sing, Rajah of Tanjore, with Mr. James Sutherland, for 1,880 pagodas, and certified as correct by the Vakeel Nagojee Sumbajee, dated 28th July 1798 - - - - -</p>	1,880 - -	3,741 29 68
54	<p>RUNGAPAH CHETTY, William Hart, attorney for the assignee of:</p> <p>An obligation, dated 6th July 1795, with other assignments</p>	2,000 - -	4,225 34 76
55	<p>SOORAH SOOBOO CHITTY, by William Hart, his attorney:</p> <p>The representatives of Tillasingapillay are said to be in possession of a bond, dated 18th May 1796, for 62,522 chucrums, and Soorah Chinna Sooboo Chitty admits of no other lien on the said bond of Ameer Sing, than the mortgage in favour of Colonel Mark Wilks, for pagodas 3,440, with interest at 4 per cent per annum, from 1802</p>	27,787 25 -	57,748 32 15
56	<p>STANNELL, Thomas, and Anna Elizabeth Stannell (late Gibbons) his wife, the administratrix, with the will annexed of Adam Tate Gibbons, Esquire, deceased:</p> <p>For a moiety of a bond of Ameer Sing, late Rajah of Tanjore, bearing date the 23d November 1794, for - - -</p> <p>The half of this bond for the said sum of 7,560 pagodas, is stated to have been purchased "from Streemvansa Ragava Charry."</p> <p><i>N. B.</i>—The owner of the other moiety is stated to be "Ragoa Chitty, who is understood to be resident at Madras, and to have given in the claim there."</p>	7,560 - -	16,152 34 -

No.	(continued.) CLAIMANTS.	AMOUNT of The Principal of The Claims in the Coin specified in the Obligation.	Aggregate AMOUNT of The Principal, with Interest, in the Coin specified in the Obligation.
57	TOPEROMAL CHETTY, by William Hart his attorney: An obligation of Ameer Sing, dated 20th August 1795, in favour of Topermal Chetty - - - - -	Star Pag <sup>s</sup> , F. C. 4,000 - -	Star Pag <sup>s</sup> , F. C. 8,432 - -
58	TORRENS, Lieutenant Colonel R. as one of the executors of the late Lieutenant General Francis Torrens: A bond of his late Highness Ameer Sing, dated 16th September 1795 - - - - -	30,000 - -	63,146 13 44
59	VALLAGUMBAKUM VENCATAKISNIAH JYER, and Veeraswamy Jyer, assignees of Soora Sooboo Chitty, by William Hart their attorney: Bond dated 7th October 1794, for 25,000 chuerums, is said to be in the possession of Vencata Sooba Ragaviah, who has an half share in the claim - - - - -	5,550 - -	11,892 18 60
60	VERDAPPAH MOODELLY, William Hart attorney for the heirs of: An obligation in the Mahratta language, granted by Rajah Ameer Sing in favour of Verdappah Moodelly, dated 8th February 1796 - - - - -	8,336 - -	17,413 40 52
61	WILKS, Colonel Mark, assignee of Soora Sooboo Chitty, by Messrs. Arbuthnot and Company, his attorneys: A bond granted by his Highness Ameer Sing, in favour of Soora Sooboo Chitty, dated 18th May 1796 - - - A bond granted by his Highness Ameer Sing, in favour of Soora Sooboo Chitty, for - - - - -	Chuckrams. 62,542 - - 25,000 - -	Chuckrams. 264,723 4 - -

The Aggregate Amount of the CLAIMS, specified in }  
the List formerly presented to this Honourable House, } 2,274,354. 34. 53.  
and in this continuation of it, is - - - - - }

IN our last Report to this Honourable House, under date 21st February 1825, we had the honour to state, that, upon receiving from the Court of Directors of the East India Company a letter, dated the 15th of July 1824, communicating our appointment as Commissioners under the Deed of Agreement of the 11th of February 1824, between the said Company and the Private Creditors of His late Highness *Ameer Sing*, formerly Rajah of *Tanjore*, and enclosing the said deed, and a copy of the Act of Parliament, passed on the 17th of June 1824, "for enabling us the better to carry the same into effect;" we immediately gave notice thereof in the Gazette of the 20th of July 1824, and therein called upon the Parties to the said Deed to deliver in Schedules of their respective Claims; and

10    **SECOND REPORT of the TANJORE COMMISSIONERS.**

that we soon afterwards dispatched such general Instructions to the Commissioners appointed or to be appointed in India, for investigating the Debts of the said late *Amcer Sing*, as we deemed necessary for their guidance, in commencing and prosecuting the investigation of the Claims of all Persons resident in India.

We had the honour further to state in our said last Report, that we had subsequently completed the examination, upon oath, of almost all the Parties resident in this Country, by whom Claims had been preferred; and had very nearly collected, so far as it could be obtained here, the Evidence relating to each Claim separately, by the examination of witnesses, and by requiring the production of papers; and had since been occupied in reviewing the whole of the Evidence, and in preparing detailed instructions in each case for the Commissioners at Madras, in order to enable them to prosecute the further Inquiry, and to collect the remaining Evidence which appeared to us to be necessary.

We have now the honour to inform this Honourable House, that, since the said 21st of February 1825, the date of our last Report, we have obtained all the Evidence recoverable in this Country in regard to the Claims preferred to us, whether before or after that time; and have, in each case, transmitted detailed instructions to the Commissioners in India appointed under the said Deed of Agreement of the 11th February 1824, with directions to lose no time in completing the investigation of the said several Claims, (as well as of those which have been originally preferred to them by parties resident in India,) and in forwarding to us their Reports thereon respectively.

Office of the Tanjore Commissioners,  
Manchester Buildings,  
Westminster,  
22nd February 1826.

BENJAMIN HOBHOUSE.  
THO. COCKBURN.  
ROBERT HARRY INGLIS.

MR. BISHOP BURNETT, CAPE OF GOOD HOPE.

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Returns to an Address of The House of Commons,  
dated 19 May 1826;—for,

COPIES OF LETTERS OR PAPERS

Addressed to the Colonial Department by Mr. *Bishop Burnett*, respecting the Grievances alleged to have been sustained by him at the *Cape of Good Hope*; —Of Earl *Bathurst's* Instructions to His Majesty's Commissioners of Inquiry in that Colony, in regard to the Case of Mr. *Burnett*;—Of any Reports which have been received from His Majesty's Commissioners upon the subject;— and, Of any Communications which may have been received from the Governor of *The Cape*, in explanation of the Statements contained in the said Reports from His Majesty's Commissioners.

1822—1826.

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Ordered by The House of Commons, to be Printed,  
31 May 1826.

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N° 1.

**COPY OF A LETTER** from Mr. Bishop Burnett to Mr. Horton, dated 12 March 1825, inclosing, a Statement of his Grievances:—Five Enclosures - - - - - p. 1

N° 2.

**COPY OF A LETTER** from Mr. W. Horton to Mr. Burnett, dated 18 March 1825, relative to the interception of his Letters by the Colonial Government of the Cape - - - - - p. 28

N° 3.

**COPY OF A LETTER** from Mr. Burnett to Mr. Horton, dated 18 March 1825, stating the grounds of his suspicion that his Letters had been suppressed by the Colonial Government - - - - - p. 28

N° 4.

**COPY OF A LETTER** from Mr. Horton to Mr. Burnett, dated 26 March 1825, in answer to his Complaints generally against the Civil Authorities at The Cape - - - - - p. 29

N° 5.

**COPY OF A LETTER** from Lord Bathurst to the Commissioners of Inquiry, dated 26 March 1825, instructing them to report on the Case of Mr. Bishop Burnett - - - - - p. 30

N° 6.

**COPY OF A LETTER** from the Commissioners of Inquiry to Lord Bathurst, dated 26 August 1825; will report upon Mr. B. Burnett's Case, without delay - - - - - p. 31

N° 7.

**REPORT** of the Commissioners of Inquiry, dated 7 December 1825, upon the Complaints addressed to the Colonial Government of The Cape, to the Earl Bathurst, and to The House of Commons, by Mr. Burnett - p. 31



**PAPERS RELATING TO THE**

N° 8.

**COPY OF A LETTER** from Lord Charles Henry Somerset to Earl Bathurst, dated 26 May 1826, containing his Observation on the Report of the Commissioners - - - - - p. 49

ALSO,

**EASTERN INQUIRY COMMISSION:**

N° 1, 2, 3.

**JUDICIAL Proceedings** in the Case of Mr. Bishop Burnett - - - pp. 53—119

N° 4 to N° 30. **LETTERS, Reports, Correspondence, Accounts, and various Papers** relating to Mr. Burnett - - - - - pp. 120—227

P. A. P. E. R. S.

Relating to the Case of Mr. Bishop Burnett, at  
The Cape of Good Hope; 1822—1826.

N<sup>o</sup> 1.

COPY OF A LETTER from Mr. Bishop Burnett to Mr. Horton, dated  
12th March 1825, inclosing a Statement of his Grievances.

6, Duke-street, Westminster, 12th March 1825.

SIR,

HAVING received no acknowledgement of a Letter I addressed to you from  
the Cape of Good Hope, dated 12th August 1823, I beg leave to inclose you  
a copy of it, with a continuation of my history in the Colony from that period, and  
sundry documents the narrative refers to.

Mr. Burnett's Letter  
of 12 March 1825.

These I have to request you will be so obliging as to bring forthwith under the  
consideration of Earl Bathurst.

I am, &c. (signed) B. Burnett.

R. W. Horton, Esq.,  
&c. &c. &c.

SIR,

Graham's Town, 12th August 1823.

YOUR letter, dated 17th December 1822, in reply to my communication to  
Earl Bathurst, under date the 30th July, I have duly received. Had I contem-  
plated, when submitting my grievances to Lord Bathurst, the description of notice  
they have engaged, I should have entered more into detail. I naturally supposed  
that such direct and unequivocal charges against the administration of an important  
branch of the British executive would have terminated in the result of that inquiry  
they challenged, rather than in the communication his Lordship has thought proper  
to make; but impressed with very different feelings since the receipt of your letter,  
I must be permitted to be more explicit. Did I conceive that Lord Bathurst was  
sufficiently informed on the state of this settlement; or that accounts simultane-  
ously urged by Lieut.-Colonel Bird, with the strong representations I have been  
compelled to make, had not a baleful influence upon my prospects in this country,  
and seemingly upon even the integrity of my statements to his Lordship, I should  
consider replication a mere waste of words; convinced, however, that His Majesty's  
government have no instrumentality in very extraordinary proceedings in this  
colony, and that it is sincerely desirous to promote the prosperity of the colonists,  
I retain sufficient confidence in its justice to hold myself warranted in making that  
statement I now lay before his Lordship. On reference to my letter it must be at  
once perceived that I have advanced no grievance or untoward casualty of any kind,  
with the single exception of the blighted wheats, but what I attribute exclusively to  
the influence of the colonial government, manifest or sinister; and when I add that  
the solitary exception alluded to, operating deplorably as it does upon the industry  
and prospects of others, has proved a very trifling impediment in the course of  
mine, a deduction so evident from the communication, I thought it incumbent on  
me to lay before his Lordship. Why, may I be permitted to ask, are those evils so  
exclusively retorted upon the providence of God, when alone attributable to the

Enclosure  
(1.)

Enclosures in  
Mr. Barnett's Letter  
of 18 March 1825.

Enclosure  
(1.)  
continued.

oppression and persecution of this government? My letter to Earl Bathurst charged it with having exercised that oppression and persecution. I detailed a long list of grievances, having no relation whatever to seasons or the operations of agriculture; and yet I am answered, that in his Lordship's opinion, they clearly appear to have arisen in common with those of other settlers, from the general failure of the crops throughout the colony.

In vindication, therefore, of my own consistency, I am bound to confirm the statement I have made by a separate illustration of every charge; however I may despair of producing conviction in any mind so capable of bias in its conclusions as to attach a long train of vexations exclusively "to the failure of the wheat crops."

Your next paragraph, I must be excused for saying, manifests a total misapprehension of the complaint it professes to answer; or betrays an entire ignorance of the measures pursued by this government with regard to the settlers. The colonists, on landing, were repaid one-third of their deposits, the government reserving the balance to reimburse itself for those charges it voluntarily incurred in affording to the new comers the means of transport to their locations, and that temporary supply of rations their peculiar condition rendered indispensable; but the residue of that pledge was so quickly absorbed by these disbursements (in some instances by waggon hire alone), and the necessity of further assistance became so manifest before the emigrants could possibly derive resources from their own industry, that the acting governor, from mere motives of humanity, ordered a continuance of these supplies for twelve months longer; at the expiration of which period, their condition appearing rather deteriorated than improved, a still further allowance was extended to them, and even after this a modicum of rice has been issued towards their support, thus continuing their chief maintenance by the government up to within a very few months of the present time.

When his Lordship is acquainted that this bounty of the government, so far from having been partially extended, was enjoyed by every individual throughout the emigration but myself; that persons not having brought out parties, but circumstanced precisely like me, and equally without pretension to Lieut.-Colonel Bird's, political eligibility, have received it; that it has been alike extended to the gentleman, the artizan and the common labourer, nay, that emigrants of respectability of distinction in their own country, and magistrates in this, have been in the full receipt of it for persons constituting their parties, whilst those persons have been in my service at high wages, and fed with supplies I had the utmost difficulty to collect at any price; when told that labourers while in my employ derived the means of intoxication from the very sale of articles supplied them by government, which I had to purchase for their support; and that my exclusion from the least participation in this assistance has been throughout so personal and so pointed, as to occasion Captain Somerset (our then chief magistrate) reprehension for having granted me one issue of rations; what can be said, sir, of that paragraph in your letter which purports to reconcile with justice the practice of such crushing intolerable partiality? My claims too in this respect, if any could be justifiable, were surely as strong as those of Major Pigot, Captain Campbell, or any other person of respectability; why then should I be denied exclusively that assistance deemed indispensable to their success, while they enjoyed advantages beyond those in question, from which I found myself exempted by deference to the advice of Mr. Goulburn, your predecessor? With regard to the next passage in your letter in which his Lordship is pleased to distinguish certain of my grievances by the term "special," I must admit the great perplexity I labour under in satisfactorily answering it, not from any fear I feel of establishing my statement, but from the difficulty I shall probably encounter in adopting a language sufficiently apposite and perspicuous to prevent the possibility of being again misunderstood.

That his Lordship "cannot conceive it to be possible that any individual could have been singled out for persecution, or incessantly harassed as I represent myself to have been" I can very well imagine, but this is no confutation of the fact; and I can see no reason why his Lordship should assume conclusions utterly at variance with the premises before him, or charge the just expression of my feelings, so long and so remorselessly outraged, with intemperance and indiscrimination.

The administration of the laws is such as I have stated it to be; that I have been oppressed, persecuted and harassed by the government, is a fact not only notor-

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CASE OF MR. BISHOP BURNETT.

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rious, but a common theme of private discussion. I have not only sought redress at the hands of that magistracy and those authorities delegated to render it, but I have unceasingly urged it by every visible means, not only to them, but to the governor himself, until fresh persecutions have grown out of my importunity, my patience became exhausted by long suffering, and my pride subjected to the caprice, the contumely and the insolence of every upstart in office. In what part of my letter his Lordship could find an opposite admission, I cannot discover; on the contrary, the whole tenor of it, I will venture to say, is calculated to make a very different impression; my appeal therefore to his Lordship so far from being a preliminary measure, was one absolutely dictated by my despair of obtaining redress from any subordinate quarter whatever.

Enclosures in  
Mr. Burnett's Letter  
of 25 March 1825.

Enclosure  
(1.)  
continued.

Your observations in answer to my complaint of partiality shown in the purchase of green forage by the commissariat, and the ultimate loss I sustained in consequence, have not the most distant reference to the grievance advanced, and are altogether the result of some very erroneous conceptions upon the subject; first, sir, give me leave to observe, that the forage for the consumption of the troops in this frontier is not, nor ever has been supplied by tender, but that the grower's produce is taken *professedly* in the rotation of his offer, and the price invariably and arbitrarily fixed by the commissariat.

The Erven in and about Graham's Town are almost solely appropriated by the military, or were originally grants to that body. Many of these gentlemen have succeeded in their applications for erven when they and the government have known that their regiments were under orders to quit the colony!! Captain Trappes of the 72d has realized a fortune by this description of jobbing; one house alone built by the troops in Graham's Town, which I pledge myself to prove did not cost him five hundred rix dollars, he sold to the government for fourteen thousand; two other erven in or near the town have proved equally profitable to him; an erf at Bathurst has been just as productive; only a few weeks since he disposed of another grant from the government for nine thousand rix dollars, and he has various other grants in different parts of the colony. Captain Somerset has sold one erf for seven thousand dollars, offering for sale, since, a very extensive tract taken from the town liberties, for thirty thousand more; these gentlemen are all farmers, against whom it is folly for a settler to compete; their produce is uniformly preferred to the civilians, and this system has his Excellency's sanction, nay, so unblushing is this preference, that I have had repeated instances stated, to me of the foragers being ordered on the approach of rain to desist cutting upon a civilian's land, and repair to the erf of such or such an officer; but my own particular grievance upon this head affords such abundant confirmation of the facts adduced, that I cannot do better than lay it before his lordship in detail.

From the profit attending the cultivation of green forage, I was induced to hire a farm in the neighbourhood of Graham's Town; his Excellency Sir R. Donkin ordered me a grant of land in consequence immediately adjoining it; determined, however, not to embark in this undertaking without certainty of finding consumption for my crops, I consulted with Captain Somerset, as commander of the Cape Corps, and received from him the most positive assurances that the troops would consume more forage than I could possibly bring forward. Thus warranted I commenced ploughing, after having to construct every implement of agriculture, from the refusal of the authorities to allow me any issues of these materials from the stores. My crops were considered fine. At the proper stage of growth I acquainted Captain Somerset that my supply awaited him, and was told that the foragers should commence with me the following day. A week however elapsed without their appearance, and I renewed my application: the following day was again announced, but no foragers came; and in this way three weeks passed on of rapidly maturing weather. At this juncture Captain Somerset informed me that he had nothing more to do with forage, the commissary having resumed to himself the privilege of appointing when it was to be cut; and another fortnight was lost in consequence. At length six days supply was taken from my crop, and when my turn again came round I was again neglected to give the preference not to a needy subaltern or retired serjeant, to a shopkeeper or mechanic, but to Captain Somerset himself; the commander of the regiment, the chief magistrate of the district, and this too out of turn! After two days further cutting, my barley was declared to be too ripe, and no more was taken from my farm. Captain Somerset subsequently pro-

Enclosures in  
Mr. Barnett's Letter  
of 25 March 1635

Enclosure  
(1.)  
continued.

missed me the assistance of some troopers in reaping it for seed; but unfortunately while I meditated a fourth application upon the subject, the horses from the barracks made an incursion into the corn, from which no efforts of the soldiery could remove them till every acre was so completely poached and trodden down as to render any attempt at reaping futile and unavailing. Such, sir, was the fate of above seven thousand dollars worth of green forage, and yet upon this head I am told that I cannot be considered to suffer any real grievance.

The tenor of your next paragraph has again not the remotest affinity to the complaint it discusses. It points out with precision the evil to which we are exposed, and suggests a remedy, which it might be presumed the owner of cattle in this colony would soon become acquainted with; but it indicates no resource should this remedy prove unattainable; it promises no inquiry, with a view that if substantiated, redress may follow.

That his Lordship may, however, learn the inapplicability of the existing laws, or at least their practice to the casualty in question, and that I have not failed in my exertions to prevent its recurrence from the outset, I must observe, that it was from long experience of their relaxation or utter inadequacy that I made my complaint; and that my instances of scandalous abuse in the pounding system are too numerous to be detailed in ten times the compass of this communication.

With reference to his Lordship's doubt upon that passage in my letter which imputes to the authorities in this colony an undue partiality to the Dutch, I shall not trespass upon your time with any observations attempting to remove it, both because to me, disgusted as I am, and only anxious to quit such a country, it is a matter of perfect indifference, and that it has acquired too well authenticated a notoriety to leave me any credit at stake by my silence.

Having now, sir, replied to your letter in terms as concise as the subject would allow, I have to add to the list of grievances already before his Lordship some fresh aggressions on the part of this government, I will venture to say, unparalleled in the records of persecution, because in inflicting them all the restraints of law and equity have been thrown aside, as if the ordinary modes of crushing an obnoxious individual were too dilatory, and insufficient to the impatient despotism of this arbitrary government.

The first year of my application to the object for which I emigrated was characterized by that extent of enterprise which naturally occasioned the train of disappointments enumerated to fall upon me with corresponding weight. At this juncture a claim was enforced against me in violation of a parole engagement, and carried through all its gradations, without knowledge of its progress on my part, to what the colonial law calls a sentence. Notwithstanding I tendered legitimate assets to discharge it, and that my landed property alone was estimated to be worth six times the amount of any incumbrances upon it; notwithstanding I memorialized the governor upon the severity of this course, and protested against its illegality, these representations were wholly disregarded, and my name was publicly branded with insolvency. I might well pause here to exclaim at the infamy of such proceedings, even admitting it had been legal, when our claims to the most extended consideration of the government, on the score of policy as well as humanity, are reflected upon. My property was forthwith advertised for public sale; my labourers and even household servants discharged by order of the landdrost; I was compelled to forego undertaking a very profitable contract; my credit was totally ruined, and my prospects in this colony apparently blasted altogether. In this condition, sir, have I lingered sixteen months. The sale was as arbitrarily suspended as it was illegally advertised; and in spite of memorials, remonstrances and the most earnest entreaties, I can neither induce the government to sell my property and let me quit the colony, or relieve me from those disabilities their slander has entailed; so that I am in the anomalous predicament of possessing property in land alone six times above the amount of my debts, which I am illegally withheld from discharging, and at the same time a proclaimed bankrupt, denied even the rights of insolvency. If this, sir, is not injustice and oppression, and these of the foulest character, they have no existence upon earth, but are the mere chimeras of a morbid imagination.

I am aware that charges of this nature, however solemnly urged, are not entertained upon mere assertion by His Majesty's Government, or I should not find myself

myself under the necessity of repeating these. If this scrupulosity can, however, be at all removed by a statement of facts so corroborating as to throw light upon and confirm each other, my complaints may probably awaken more attention when I add, that this stab upon my credit has been declared illegal by the judiciary commissioners in public court more than nine months since, causes entirely depending upon its legality have been decided in my favour, and still so far from obtaining redress, not the first step towards it is conceded—a public repeal of this iniquitous advertisement.

Enclosures in  
Mr. Burnett's Letter  
of 25 March 1825.

Enclosure  
(1.)  
continued.

The government is aware of the dilemma into which it has plunged, but with no means of extrication but what must proclaim its folly as well as its injustice, and with a latent hope that I shall be wearied by its perseverance, it continues to heap wrong upon wrong from want of integrity to redeem its error. What, sir, would be the feelings of a British merchant, on taking up a newspaper, to find his name, whether from malice or mistake, inserted in the bankrupt list? and what atonement could be made him for the infliction of such an injury? Such a case is, however, but faintly analogous to the one before you. Another instance of flagrant injustice is the refusal of the government to discharge a claim I have upon it for grass supplied the Cape Cavalry. Captain Somerset took this grass absolutely against my wish, although with a promise that it should be paid for; on applying for the necessary voucher to authorize its payment by the commissary, he promised upon his honour not to leave Graham's Town without giving it, this, and a subsequent pledge to the same tenor, he has infringed, and the claim continues undischarged. By what language such an affair should be characterized before the high functionary to whom it is addressed I am not statist enough to determine; but the terms, if I may venture to disclose them, in which it is spoken of here are just enough to name it a disgraceful and unblushing robbery.

If the grievances I have already advanced are insufficient to claim the interposition of his Lordship, it would be folly to swell the aggregate by the detail of a hundred minor arrogances I have unceasingly experienced; it is to me a subject of sincere regret that I should find myself, for the first time in my life, at issue with persons in authority, and under the necessity of calling his Lordship's attention to communications no doubt deemed puerile and unimportant; but as they are nevertheless to me of vital consideration, and the cast of my life may probably be influenced by the notice they engage, I trust his Lordship will give them that attention I solicit, especially when informed that I have not another capital to disburse for the capricious dissipation of another government.

Why I should have been so persecuted is to me a matter of as much astonishment as the relation of the fact appears to have been to Earl Bathurst, because my conduct in this colony has uniformly challenged a very different treatment; but, as every person of superior pretension is more or less involved in this hostility, I can only conclude it to be an essential of that system whose manifest tendency is to crush the independent, disgust the intelligent, and continue the colony in its primeval state of vassalage and slavery. If instances were wanted to confirm this opinion, it would be only necessary to cite the arbitrary removal of Captain Campbell from the magistracy, and the motives of Major Pigot for quitting it; two men beyond all others in the district so eminently qualified to contribute by their integrity and their exertions to its prosperity.

If beyond this I may be permitted to hazard a mere personal conjecture, sanctioned as my opinion is by the concurrent testimony of every intelligent traveller who has visited us, I might add that the arrival of the settlers in this colony was a matter of grievous vexation to Lieut. Colonel Bird; he has spared no efforts to defeat the object, and frustrate the energy of their enterprize; he has been marked, personal, and undeviating in his attempts to degrade the respectable, the well-informed, and the superior portion of the emigration, by acts of his administration that could not possibly have any other tendency; and to his influence, and his alone, is universally attributed every misery beyond the wheat failures the settlers have experienced. Whether he is jesuit, mussulman or pagan, is in the general estimation here a point of no importance, his offensive privileges lay alone in that extraordinary influence and domination he has attained, and which are esteemed extra-official, and not recognized by the mother government.

Enclosures in  
Mr. Burnett's Letter  
of 25 March 1825.

Enclosure  
(1.)  
continued.

Upon the whole, instead of finding myself in that situation of respect, ability, and independence, to which I brought with me paramount pretensions, and to which my conduct furnishes an additional claim, instead of finding the capital I have sunk gradually retrieving itself, as the expected reward of my industry and perseverance, I am opposed in every possible way by the government—my name illegally branded by it with bankruptcy, my first demands upon it withheld, denied exclusively the protection deemed necessary to every other settler, and my abstract pecuniary condition some thousands worse than when I embarked in this ill-fated enterprize, so deceived and so opposed by the rulers of this colony.

I have confined myself in this letter to my own particular grounds of complaint against the colonial administration, because it is my decided intention to vindicate the emigration generally by publishing its history. In this developement of a string of facts, as extraordinary as ever interested the public, will be found my apology for the presumption, but in better motives than the provocation I have received, the object of their disclosure.

I should fully account for so long a period intervening between the receipt and acknowledgment of your letter, but that a statement of the causes of this delay might produce renewed accusations against me of intemperance and indiscriminate terms, it appears, applicable to consequences, without the necessity of reference to their origin, a principle which inflicts additional agony upon the victim immolated in proportion to the expression of his pangs.

I am, &c. (signed) *B. Burnett.*

R. W. Horton, Esq.  
&c. &c. &c.

Enclosure  
(2.)

I SHALL now take up my statement from the period of my last communication to the Colonial Department, 12th August 1823, premising, that from facts developed by myself I am strictly justified in a suspicion that that communication, although sent in triplicate, has been suppressed by the colonial government. What I have established by incontrovertible facts at the Cape, I need have no scruple in promulgating at home; I therefore charge the colonial government with invading the privacy of correspondence, and intercepting communications between the colony and the mother country, through the medium of the post, and I am prepared to prove my charge.

My condition at length becoming absolutely insupportable, about the period of writing to Mr. Wilmot, I determined to bring matters to issue by laying my cause before the next commission of circuit, in a legal form, and I accordingly gave the proper authority instructions to commence actions forthwith against Robert Hart, his Excellency's confidential steward at the Somerset farm; and Mr. Vander Riet, the sequestrator. To explain the grounds of this proceeding I must recapitulate some circumstances more fully than they are disclosed in my letter to Mr. Wilmot.

The farm therein alluded to was the property of this Hart, and hired by me on lease for three years, renewable at my option for three years more, giving me the right of purchase, for a sum specified, during any part of the whole period. That it was my intention to make good the purchase will be at once manifest, when I state the fact of my having sunk twenty thousand rix dollars upon it during the first year of my occupancy, and that Mr. Hart's action against me for the recovery of nine hundred rix dollars (from whence all the legal persecutions I have endured has emanated,) could be the result only of the basest cupidity, must be equally apparent from the same circumstance, because no man actuated by principles of common honesty, or regard for public opinion, would think for a moment of persecuting such a tenant as I had proved; the truth is, that superadded to much personal hostility, there was an irresistible temptation in the chance of appropriating to himself the fruits of my capital and industry, which the known dislike of the government to me rendered far from improbable, and he well knew, also, that to annoy me in any way was a sure passport to that government's favour. It is scarcely necessary to say that this conduct was universally decried; every person exclaimed against it as equally cruel and unprincipled.

All that I know of his proceedings in this affair was, that a messenger left, at different periods, three Dutch papers at my house without translations, purporting to be summons to Cape Town, until the landdrost sent for me to propound what he called a sentence, in favour of Robert Hart for nine hundred rix dollars. It was then explained to me that unless the money was immediately paid, or property sufficient to cover this amount was placed in the hands of the sequestrator's agent, that I should be declared insolvent, and my estate would be brought to sale. I objected to this, the excessive harshness and severity of such a proceeding, and also, that as the whole of my property was mortgaged to the firm of Ebden & Eaton for a considerable claim that house had upon me, there was no property to offer, but that I had a claim upon the commissariat for grass supplied the Cape Corps, which would more than cover the amount, and this I formally tendered; Mr. Rivers, the landdrost, without assigning any reason, peremptorily declined receiving this claim in payment, and refused even to allow a protest I drew up on the occasion to be deposited with the proceedings: to avoid any future digression, it will be best to explain here that the mortgage to Messrs. Ebden & Eaton was given at the suggestion of a number of persons, some of them government functionaries, and at the express wish of Mr. Eaton, solely to defeat the manifestly projected rascality of this Hart.

Enclosures in  
Mr. Burnett's Letter  
of 25 March 1825.

Enclosure  
(2.)  
continued

In the course of a post from this interview with the landdrost, I was gazetted in the newspaper as insolvent, and my estate advertised for sale within the customary term. I discharged all my people in consequence, declined a very profitable contract I was about undertaking, broke up my establishment altogether, and begun to take measures for my return to England; on the day however preceding the sale, it was suspended by public notice, and an intimation to this effect was dispatched to me by the landdrost; struck with astonishment at a proceeding so arbitrary and irregular, one of equal injustice and cruelty to all parties concerned, I went immediately to the district secretary to have it explained; from him I learnt that Mr. Eaton had undertaken to discharge any claims existing against me, and that I was free to proceed in my own affairs as I had hitherto done. I could have no reason to feel other than the most perfect satisfaction with this official assurance, and accordingly I resumed my occupation with my usual enterprize and spirit.

The suspension however of my operations, and the loss of the contract, was attended with a serious loss; this, in strict equity, should have been made good by the government, because, as there was no manner of truth in the secretary's account of Mr. Eaton's interposition, the sale had been stopped by its own arbitrary act. The publication of my insolvency was either legal or illegal: if legal, it was unjust to retard the sale; if illegal, scarcely any recompence could be an equivalent for the injury I had sustained. Nevertheless, as all I wanted was to be left in the peaceable enjoyment of my property, and to be protected against this scandalous attempt at robbery, I bore patiently with these losses, and only sought, at the hands of the government, the revocation of the advertisement by which I had been illegally declared insolvent.

On the day the second year's rent of the farm became due, Mr. Hart applied for it, not in the ordinary way, but through the medium of a messenger of the court, who called upon me late in the day at a tradesman's in Graham's Town. It was not likely I should have six hundred dollars in my pocket from home, or that I should pay such a sum to a person not legally authorized to receive it, far from sober when he applied for it, and that at twilight in the evening; but as the application had been made through an official channel, I repaired on the following day to the secretary and formally tendered it; the secretary declined to receive it, and referred me to Mr. Hart's general agent in Graham's Town; the agent likewise refused it, so that I had no alternative but to await Mr. Hart's arrival in Graham's Town.

In less than a month from this period, and before any opportunity offered for discharging the rent, I was served with a notice from Hart, sanctioned by the landdrost, to give up possession of the farm within the ensuing twenty-four hours, and a formal intimation from the latter, that two impartial persons would be forthwith sent to assess the value of such improvements as I had made upon it; I immediately sent a protest to the landdrost against these proceedings, and of sufficient efficacy to prevent any attempt at the threatened ejection, though the assessment took place.



Enclosures in  
Mr. Burnett's Letter  
of 25 March 1825.

Enclosure  
(2.)  
continued.

The conduct of this assessment was such a burlesque upon consistency that its audacity absolutely staggered the public. The two impartial persons, chosen in a district mainly English, were two Dutch boors, both incapable of appreciating the style of improvement I had effected; and either of whom, in the purchase of an estate, would not have allowed a single stiver for an erection upon it equal to the land or mansion-house! They were, moreover, Hart's particular friends; had had extensive dealings with him, were under considerable obligations to him, and in a word, were wholly in his power. This is, however, so trifling an instance of the oppression I have experienced, that I should scarcely think it important enough for the trouble of relation, but that it serves to illustrate the invariable practice at the Cape, where every subject's property is at the mercy of the local authorities, and, consequently, at the government's. My expenditure exclusively upon the farm at this period was upwards of twenty-three thousand dollars. The improvements were assessed at *thirteen hundred*.

Whether owing to the remonstrances I made on this occasion, or to any compunction in the government, I cannot pretend to say, but no further measures were pursued until the arrival of the ensuing commission of circuit, when Mr. Hart brought his action of ejectment against me, founded on my insolvency as published in the Cape Gazette, and the nonpayment of the last year's rent; whilst I, on the other hand, instituted proceedings against him for the illegal attempts he had already made to eject me, and for the recovery of damages thereon.

I have been particular in relating all the foregoing circumstances, because they are indispensable to a clear development of the iniquitous treatment I have experienced; and I earnestly claim attention to the proceedings of this commission of circuit, so decisive as they were of the charge I have advanced.

The commissioners on this occasion were Messrs. Buissiune and Bentwick; Mr. Hart's action was first called, when to his utter astonishment he was told by the court that it could not be maintained; that I was not insolvent; that the publication alluded to originated in mistake; that I was, consequently, as free to act in my own concerns as any other person; that as his interruption of my proceedings on the farm had occasioned it to lie unproductive on my hands, he had no right in equity to demand rent; and in answer to his application, that I should be compelled to restore the title deeds, he was informed that as they were to all intents and purposes my property till the expiration of the six years, it could not be complied with. On the other hand, my action against Hart was declared to be good, although untenable in its present form from the omission of Mr. Vander Rict's name, who, as equally culpable, I should have joined with Hart in my suit for the recovery of damages.

What, may I be permitted to ask, could be more conclusive than these public declarations of the commission? It was here announced in open court that I was not insolvent; that the publication had arisen from mistake; in addition to which, if confirmation had been wanting, I maintained an action at the same sessions against a tenant of my own, and cast him. Could it be even conjectured that two judges of the worshipful court would pronounce a decision liable to be rescinded by any but a superior tribunal, or run the remotest risk of leading me into measures involving no less a consequence than that if I was a bankrupt, every day of my life I became a fraudulent one! The payment of a bill, pay the purchase of food for my family, would become, under such circumstances, acts of delinquency by the laws of the colony.

The twelve months intervening between this and the ensuing commission of circuit were marked with the same spirit of persecution as the former. Fresh attempts were made to eject me from the farm. I received summons after summons to Cape Town, there to answer fresh proceedings against me on the part of Hart; and when I had made preparations for this formidable journey at a considerable expense, it was intimated to me that the whole mass of dispute between Hart and myself was finally referred for legal decision to the commissioners of circuit, about proceeding to the frontier.

With the conduct of the last commission in review, and absolutely exhausted with anxiety and suspense, I hailed the approach of these commissioners with inconceivable pleasure, satisfied that even if deficient in that manly independence and impartiality so characteristic of Messrs. Bentwick and Buissiune, they would scarcely

scarcely dare, in violation of all consistency and uniformity of proceeding, to manifest themselves the tools of the government in the very teeth of the Commissioners of Inquiry, who had recently arrived at the Cape. In what degree these hopes were realized I now resume the course of my narrative to disclose.

Enclosures in  
Mr. Burnett's Letter  
of 12 March 1825.

Enclosure  
(2.)  
continued.

The actions I gave instructions to bring against Hart, and the sequestrator, were two, on the grounds already stated. These were divided and subdivided by the district clerk into five, and again as capriciously amalgamated by the court into three, so that with the nature of their separate or individual merits I am utterly unacquainted; the aggregate amount of damages laid was thirty thousand six dollars. Mr. Hart also brought his action against me, which by the same species of amplification was multiplied into four.

It will be here necessary to point out that as the very basis of all this litigation was the publication of my insolvency in the Cape Gazette, the merits of every action resting entirely on the simple question, Was that publication legal or illegal? all matters in dispute between us merging in the issue of this one question, it was obviously the duty of the court to give my action against Mr. Vander Riet, the sequestrator, the first hearing; indeed with any regard to justice it was their only course, because the issue of this cause would inevitably settle the point, and was intended as a preliminary to any of the suits against Hart; any other mode was a manifest incongruity, about as absurd as to try a man for high treason on an assumption of overt acts that never had existence; but this extraordinary court of justice thought otherwise; and to the utter astonishment of every individual throughout the colony acquainted with the circumstance, they refused entertaining this suit altogether, referred it for decision to the full court at Cape Town, assumed its unfavourable termination for me as a certain event, and upon this postulate, adjudged all the causes at issue. The public was absolutely horror-struck at this monstrous proceeding, so contrary to justice and the universal expectation; the very secretary to the commission ejaculated his surprise, and recommended me to appeal. Several other functionaries confessed equal astonishment; one of the hemraads, notoriously servile to the government, and a man of singular reserve in his conversation, admitted to me in confidence that the whole affair was, without exception, the most flagrant instance of venality, profligation and execrable injustice that ever came beneath his observation; and that no doubt could exist but that I had been tried by the government at Cape Town, and that these men were mere vehicles of its pleasure; while Mr. Hart himself gave currency to this opinion by publicly boasting that in answer to a letter he wrote the Governor, his Excellency had expressed himself in terms very favourable to him; that he had sent to Sir John Truter, the chief justice, had given him instructions on the subject, and that on the arrival of the commissioners of circuit he should be put in possession of the farm.

I should be very sorry to encounter my Lord Bathurst's further reprehension for want of temperance in my language, but matters have come to too terrible an extremity for me to temporise. God knows there has been no moderation in the treatment I have experienced; and it is not because Messrs. Borchards and Truter, or Lord Charles Somerset, are clothed with power that I am to submit to their iniquitous oppression without complaint, or an appropriate use of terms in the relation of my grievances. I am stating facts known to thousands, facts that have excited universal disgust and indignation, and it would be a compromise of integrity to conceal or qualify them.

In one of the actions brought against me by Hart, the testimony I adduced in disproof of his charges was so overwhelming that I left five witnesses uncalled, and the court could not avoid giving judgment in my favour, but it decided nevertheless that I should pay the costs; a decision that excited an instant burst of indignant laughter in the audience, and one, I will venture to say, likely to prove incalculably mischievous in its effects. What greater incitement can be held forth to vexatious and oppressive litigation than such a result? A bad neighbour, through the instrumentality of such men, could at any time crush his victim; perfectly indifferent as to the issue, he would have nothing to do but institute suit after suit, no matter on what pretence, and thus easily effect his ruin in law charges alone.

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Enclosure  
(2.)  
continued.

The conduct too of these judges, on every occasion connected with the proceedings before them, was distinguished by the grossest partiality. Hart, high in the confidential service of the Governor, with thousands of the public money constantly passing through his hands, and possessed of no small share of local patronage, was surrounded with dependents, whom the court permitted to become auxiliars to his purpose. Innumerable questions to evidence, as insulting to me as they were irrelevant to the subjects litigated, were publicly written by these persons in court, and handed over to him in spite of every remonstrance I could make. One person, to my utter astonishment, declared that I was not only a bankrupt but a fraudulent one, in the very teeth of the declarations made by Messrs. Bentwick and Buiassine at the last commission; and the court absolutely ordered the Board of Landdrost and Hemraaden to make formal inquiry into the merits of this accusation. Conscious that no action of my life could bear the imputation of meanness or dishonour, much less of fraud, I was staggered at this attack, and apprehended some plot for my destruction, until the grounds of it proved to be not any specific charge of delinquency, even had I been a bankrupt, but that I had bought and sold since the publication in the gazette. My causes with Mr. Hart, which occupied only a portion of three separate days, were protracted in their hearing to eleven, although I resided three miles from Graham's Town, and was throughout this period so ill as to be scarcely able to stand, and so hoarse with coughing as to be nearly inaudible.

My only resource now was to appeal from these judgments, and I certainly took some consolation to myself in the triumph which awaited me when I should expose them in Cape Town; but as I could not by any importunity procure copies of the recent proceedings, so essential to the prosecution of my appeal, I thought it necessary to address the Governor at once, to recount to him the conduct of these judges, and to request, what surely I was entitled to, that it should be investigated. I accordingly memorialled him upon the subject.

In the mean time, although appellant in all the actions to the Court of Appeals, the decisions of the commission of circuit were immediately acted upon. The farm was forcibly taken from me at the threat of the Cape Corps bayonets. My own estate, for which I had refused thirty-two thousand dollars, was brought to the hammer without regular notice, and with only two bidders present, sold for four thousand six hundred dollars.

But the determination of the government to persevere in alienating me from its protection, was visible on every occasion which brought me before its notice. Just before the arrival of the commission of circuit we had experienced one of the heaviest floods ever known in the colony, in which I lost the whole residence of my property; a new house I had built on my own land totally destroyed. The waters rushed in with such impetuosity that Mrs. Burnett narrowly escaped with life, with nothing on but her night-clothes; she was borne through a sea upon the shoulders of labourers. For three days, with no access to the town, we had barely food to sustain life, and no change of clothes. One would have thought that his Excellency's beneficence might have manifested itself upon an occasion so powerfully taxing it; his Excellency, however, did not even condescend to answer a memorial I sent him on the subject, in which, after setting forth the deplorable condition we were reduced to, I solicited some temporary relief by way of loan, but on the contrary ordered His Majesty's fiscal to commence a prosecution against me forthwith, founded on my complaint against the commissioners of circuit.

As my claim on the commissariat for grass supplied the Cape Corps is intimately connected with these judicial proceedings, I shall here introduce a brief account of the transaction. On first taking possession of my land, I found that this regiment supplied itself from thence with grass and fuel, without the formality of asking leave, or any apparent consciousness of committing trespass: it became necessary to check this; and I accordingly desired the foragers to desist, with a threat of complaint to their commanding officer should I find them upon my premises again. This produced a message from Captain Somerset, that as the troops must have grass, and there was none other in the neighbourhood, he would thank me to let the men cut upon my land, and I should be paid for all that was taken. With a large herd of cattle of my own, I was particularly solicitous to preserve the grass, but wishing to be friendly with Captain Somerset, I consented.

The

The supply was taken exclusively from my land; till Captain Somerset was about quitting the frontier, when I applied to him for a certificate of the quantity delivered, as an authority for its payment by the commissary; Captain Somerset was at this time busily engaged attending the sale of his effects, and could not conveniently give it, but he promised to leave it with the commissary on the following morning before he left Graham's Town. I felt so satisfied with this assurance, that it was late the next day before I went to town, when I discovered, much to my astonishment, that Captain Somerset had left the frontier without depositing the certificate. I felt no suspicion of juggle on the occasion, but attributed the omission to forgetfulness; and as a Mr. Francis was about proceeding after him, I dispatched a letter by this gentleman, reminding him of his promise. He expressed to Mr. Francis his regret at the neglect he had committed, and promised to forward me the voucher by the first person of his suite who should return to Graham's Town, which pledge he also infringed.

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(2.)  
continued.

All my efforts to obtain payment for the grass proving fruitless, I summoned the officer commanding the corps before the commission of circuit at Bathurst, who was ordered to give me a certificate for what quantity the regiment had taken since Captain Somerset's departure; this he stated to be forty-eight loads, admitting at the same time that even these had been taken contrary to his positive orders, that neither wood or forage should be drawn from my land; and the court referred me to Captain Somerset for the adjustment of the former claim, who from that time never answered any application I made to him on the subject.

When Sir Rufane Donkin paid his second visit to the frontier, I submitted this grievance to him; he expressed to me, and also to Captain Campbell, much indignation at the treatment I had met, ordered his aid-de-camp to give the D. A. Commissary General instructions for the immediate liquidation of the claim, and subsequently sent me a written assurance, through Colonel Bird, that I should positively be paid. On the arrival of Lord Charles Somerset I renewed my application, and after a long, fruitless and evasive negotiation, I received the exhibit N<sup>o</sup> 1. When Major Somerset reached Graham's Town, I lost no time in calling his attention to the subject. He told me in the presence of Mr. Rivers, the landdrost, that the claim should now be discharged; that as the accounts which embraced it had been closed more than two years, the commissary could not now pay it upon his certificate, which otherwise he would cheerfully give me; but if I would make oath before the landdrost of the quantity of grass delivered, he would forward my attestation to his Excellency by following post, who would in return transmit him his warrant for the full payment of the claim with interest, *and all this he promised upon his word of honour.*

Repeatedly as I had been deceived by Major Somerset, I could not permit myself to question his sincerity after a pledge so solemnly given, and with a confiding frankness, which merited a different return, I communicated the important consequence attached to the payment of this money; that it established the illegality of the sequestrator's measures, and all ulterior legal proceedings consequent upon them, and thus allowed myself to be defeated by my own ingenuousness. From that hour I heard no more of the grass claim; and no doubt exists, but that to shield the sequestrator and the landdrost, who had refused to receive it in liquidation of Hart's sentence, the government has not scrupled to make me the sacrifice, by the commission of as barefaced and disgraceful a robbery as ever was perpetrated by a burglar or a highwayman.

Not to recur again to this claim, I shall here conclude its history. On my arrival at Cape Town, I renewed my application for its settlement to the Governor; and here, just as I had anticipated, the obstacle projected was precisely the one opposed to me at Graham's Town, only converted to the Cape. As nothing could be done heretofore without communicating with the commander of the forces, so it became now as necessary to correspond with the commander of the regiment.

The first intelligence from Major Somerset on the subject, was a denial of the claim altogether, from the circumstance of his finding no vestige of it in the regimental accounts. How came he, then, twice to promise me a voucher for the liquidation of a charge which had no existence? and how came he to promise upon his honour that his last communications to his father respecting it, should be of a nature to insure the transmission of his warrant for its payment by return of post, coupled

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(2.)  
continued.

with an observation (in his own phrasology) that since his return to the frontier he had twice had his knuckles rapt for not seeing it discharged? Thus, after three virtual recognitions of its justice, and the most solemn assurances that it should be settled, so driven were they for expedients to defraud me, as to resort to the despicable subterfuge of denying its existence altogether, from the fact of my confidence in Major Somerset's honour having induced me to neglect the precaution of insisting on certificates being given for every separate load of grass as it was taken from my land; so that a compliment to this gentleman's integrity has become at last the only available weapon in their hands to defraud me of my right.

But expedients of this sort, founded in trick and falsehood, are sure to be traversed by an opposition that has truth and justice for its basis. It fortunately occurred to me that Mr. Francis was at this time in Cape Town, and to him I applied for a notarial statement of his delivery of my letter to Major Somerset, and the answer he received; and this with my own notarial declaration also, I lost no time in laying before his Excellency. I justly argued, that if the point could only be settled by weight of testimony, surely the attestations of Mr. Francis and myself, unimpeached in our veracity, would bear down the single *ipse dixit* of Major Somerset, who had taken pains to record himself equal to the utterance of premeditated deliberate falsehood.

Shortly after I had an interview with his Excellency, in the presence of his aid-de-camp, Captain Fitzroy, when to my astonishment his Excellency betrayed the most entire ignorance on the subject, although the correspondence upon it was voluminous, and had occupied a period of three years. After I had stated the case to the Governor, Captain Fitzroy, with that liberality of mind which I am persuaded is his characteristic, observed in the most handsome manner, that with submission to his Lordship he thought Mr. Burnett's word of honour might be allowed to adjust this business without any further proceeding whatever; his Lordship, however, thought proper to dissent from this proposition, observing that the signature of every officer in the service conveyed a pledge of equal sanctity with his word of honour, or even his oath, and that the least he could do would be to consult Major Somerset on the occasion; to this I objected that Major Somerset could not consistently deviate from the statement he had already transmitted, that as it was a matter involving neither inquiry or research, but resting entirely with his discretion to infract or fulfil promises repeatedly given, I should consider the case altogether hopeless, and our discussion of it quite unsatisfactory, unless his Excellency would be so obliging as to assure me that the *quality* of his communication to Major Somerset should insure me the return of the certificate. His Excellency smiled at this, and answered, "Well, Mr. Burnett, leave the case in my hands, and I promise to do the best for you in my power."

Now I was perfectly satisfied; I looked upon this virtual promise of the Governor as tantamount to his order for the money, not only from a natural reliance upon such authority, but from my conviction that no doubt had at any period been entertained of the justice of my claim. To prove this it will be only necessary to state; that during the course of its investigation it was made manifest that more than double the number of loads of grass were taken from my land than I charged for; and it was as well known that my conduct towards this regiment was marked throughout with liberality and forbearance. Fuel to an enormous value had been taken for which I made no charge; my property had been constantly trespassed upon, my gardens robbed, and my family annoyed by this corps without retaliation. On one occasion I received the thanks of the magistracy for my moderation in declining to prosecute six of the privates whom I had in custody for theft; and on another I forbore to proceed against a gang of them who attempted to assassinate me. Five rapes had been attempted, and three perpetrated by these miscreants upon settlers wives, chiefly upon my premises, which a respect for his Lordship's feelings prevented my disclosing to the military secretary at the Horse Guards.

To conclude, Major Somerset's communication was at length announced to me, which proved a mere echo to the one preceding it, and the best commentary I can possibly offer upon this iniquitous transaction is to add the final result, videlicet: His Excellency's proposition that I should submit my claim to the inquiry and adjudication of a board of Cape Corps officers, that is to say, submit an inalienable *bonâ fide* right to the caprice of men smarting under my merited castigation for conduct disgraceful to them as christians as well as soldiers.

It is barely necessary to add that I spurned this proposal as became me, merely intimating to his Excellency, through the medium of his aid-de-camp, that as I found it impossible to obtain justice at the Cape, I should cease to struggle for it farther, but look alone to a quarter from whence it had ever flown freely and unpolluted, His Royal Highness the Commander-in-Chief.

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(2.)  
continued.

Soon after the justiciary sittings had closed in Graham's Town, the Commissioners of Inquiry arrived, and I laid my case before them, but I decline making any allusion to these gentlemen, both from my ignorance of any steps they took in my particular, and the inviolable secrecy which I think should accompany any knowledge or conjecture of their proceedings. The colonists no doubt look steadfastly as they do anxiously to the result of their inquiries, with that reliance which talents and integrity must at all times insure.

In obedience to the fiscal's citation I now proceeded with my family to Cape Town, where I arrived in the month of April last. The day of my trial had been protracted two months at my own request, and now on my representing to the court that it would be impossible for me to prepare my defence without copies of the recent causes in Graham's Town, these papers were ordered me, and the trial was postponed two months longer.

During this interval a circumstance of the most extraordinary kind occurred. A paper was said to have been found pasted on a post in one of the most public parts of the town, accusing the Governor of having committed the most execrable of all offences with the physician to his household, and a proclamation immediately appeared offering a reward for the discovery of the publisher. Universally unpopular as his Lordship was, this unmanly attack excited general disgust and indignation. The merchants and public functionaries took the matter up with great spirit, and increased the reward to something above twenty thousand rix dollars. It was at this juncture that, while walking with a friend on the parade, I was summoned home by a servant with intelligence that the house where I lived was beset by officers of justice and myself inquired for; I repaired thither on the instant and was received in the hall by His Majesty's fiscal, and a member of the Court of Justice, attended by the secretary, who announced their errand by showing me his Excellency's warrant for the seizure of my papers to search for a copy of this infamous placard. It is impossible to express the indignation I felt at this proceeding, that his Excellency actually suspected me of having any participation in this business I felt assured was not the case, and the conduct of the gentlemen delegated to perform so revolting a duty very soon convinced me that they also thought me incapable of it, but it required no great depth of penetration to reconcile this or any other despotic measure with his Excellency's invariable policy. As a persecuted individual who had manfully opposed every attempt to crush me, I stood high in public regard, and it was especially piquant to his Lordship to abate that regard by circulating a probability of my being implicated in this transaction. I extracted however some satisfaction from the surprise with which I was taken. I had manifestly no time for preparation or the secretion of any paper, so that after the search my innocence would not only be established in point of form but in essence also. I therefore conducted these gentlemen to my room, the door of which from their first arrival had been strictly guarded by police officers, and delivered to them the key.

As many sheets of my defence, with a list of questions to evidence in the pending trial were lying on the table, which would unavoidably fall under the fiscal's inspection, I cannot avoid pointing out the invidiousness of selecting this gentleman to effect the search of my papers, while a search was simultaneously going on at Mr. Greigs the printer, by the deputy fiscal, against whom this objection could not lie, as he had nothing to do with the conduct of the prosecution against me, but so it is at the Cape.

After the search, which was conducted throughout with the most scrupulous delicacy, and every manifestation of feeling and reluctance, these gentlemen acquitted me of having any improper papers in my possession and took their departure. As originating in this affair of the supposed placard, an insult so gross in all its bearings had been passed upon me, I feel myself entitled to express an opinion upon the subject, especially as that opinion is now the pious belief of the whole community

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continued.

at the Cape. The placard then in question was beyond all doubt written and affixed by Oliver the spy, in conjunction with another miscreant, (whose name it would at present be injudicious to disclose) and torn down the moment it had obtained sufficient publicity for their nefarious purpose. I am prepared to enlarge most satisfactorily upon the subject should it at any time become expedient. This opinion I had no scruple in disclosing before the court and the public on my trial for the libel, and this most dreadful of all the human species is well aware that I am ready to stand forth his accuser at any time.

As this seizure of my papers was professedly in consequence of private information received by the government, I now applied to the fiscal to give me up the name of the informer that I might prosecute him criminally. This gentlemen assured me that my request should be complied with the moment the investigation then in progress was closed, and his Excellency in person made me a similar promise. Nothing however of the kind was ever fulfilled, and this imputation upon my character remains till now unpunished.

My trial for the libel upon Messrs. Borchers and Truter next took place, not only in direct opposition to the wishes of those persons, but against the better judgment of the fiscal himself, who confessed to three different gentlemen on separate occasions that there was no existing law in the colony on which I could with any propriety be tried, and in short that he had not a leg to stand upon. It was my intention to have made a very elaborate defence, and to have disclosed in it a history of the persecution I had sustained, but as this was impossible without inculpating the Governor and his son to a very considerable extent, and as a sample of the consequences accruing from such a course was then but too manifest in the case of a Mr. Edwards, who had just been adjudged to seven years transportation for writing a letter to his Excellency, I declined making any defence whatever. The document N<sup>o</sup> 2, is my answer to a two hours speech of the fiscal, rendered to me in court by the sworn translator in as many minutes, a circumstance I only mention as accounting for the paucity of my arguments against a speech which I perceive, now I have a copy of it, should have been more amply discussed.

The result of this trial was, my banishment from the colony for five years, with imprisonment till the period of embarkation. Against the latter part of the sentence I appealed to the full court, my trial having taken place before two of its commissioners only, when the court, after a protraction over the long vacation, thought proper to reject the appeal and confirm the original sentence. Before the appeal came on, I met the fiscal by accident in one of the court lobbies; we had some conversation together, and sauntered without any apparent design into his office. By some neglect of my notary in serving the fiscal's summons I had forfeited my right to appeal, and was then entirely at his mercy; he apprised me of this omission, and inquired what course I meant to pursue? I told him, in consideration of my ignorance of legal forms, and the fault having originated with the notary, the court would doubtless, on my applying to it, purge the default and entertain the appeal. He strongly recommended me not to make any application at all to the court, with an assurance that it was not his intention to imprison me, provided I was sincere in my determination to carry the sentence into effect, and quit the colony by the first convenient opportunity. I very readily pledged myself to this, and observed that I should at once adopt his suggestion, provided he would give me such assurance in writing, otherwise, without at all distrusting his sincerity, I might, on the first whim of his Excellency, find myself *volens nolens* in the tronk. He stated, in reply, that if I would see him an hour hence, in all probability he should be able to comply with my wishes. At once perceiving his drift from this speech, and that it was a renewed attempt to induce an application from me to his Excellency for grace, I answered him emphatically—"Mr. Denysen, I would have no manner of objection to lay myself under an obligation to you, and be proud to acknowledge it everywhere; but if you think I would receive any thing as a boon at the hands of Lord Charles Somerset, the Governor of this colony, you are indeed mistaken; nay, if the only morsel of bread with which I could sustain life was to be the gift of a man who has so remorselessly persecuted me, and whom I do thoroughly despise, believe me, I would reject it and die." I therefore applied to the court, the appeal was allowed, but the hearing was postponed over the vacation, evidently to give me an opportunity of quitting the colony in the interval.

No expedient for getting rid of a person obnoxious to his Excellency could be more simple in its conduct than that of banishing him for five years, through the medium of a court of justice so constituted as to render any opposition to his wishes a contingency next to impossible. I do not mean this as a reflection upon the court, because the most abject obedience to the will of the Governor is an unavoidable condition of its tenure, and no man can be expected to innovate upon precedents of a century standing, at the price of his daily bread, however he may be under the discipline of his conscience. The Dutch *morale* too, in this respect, varies materially from the English; and as the court is formed entirely of that people, not remarkably profound in jurisprudence, with the exception of our Englishmen retired from the commissariat, they may safely do as their forefathers have done before them without much imputation of blame. It is true, an Englishman accustomed to independent, learned, upright judges, and honest juries, is apt to get a little indignant upon such occasions; but as the colony is, to all intents and purposes, virtually Dutch, we may, possibly, have no right to complain. Be this as it may, it is an hypothesis which cannot extend to England. Great Britain is not one of Lord Charles Somerset's dependencies, fortunately for humanity, and I do not permit myself to doubt for a moment that His Majesty's Government will redress those wrongs inflicted in a quarter where the most flagitious injustice prevails without remedy or resource.

I must here observe, and what, by the way, will readily account for the persecution I have suffered, that for the last three years the colonial government has attributed to my insignificant pen all the libels and trash with which the colony has been inundated; lampoons, satires of attic wit, insipid, illiterate placards, or unintelligible doggerels, all have been indiscriminately foisted upon me; and so confirmed is this suspicion, that the fiscal, on the hearing of my appeal, made it an argument for my committal to prison, that several placards had recently made their appearance. Whether this originated in my having strung together a few couplets, on reading a very inflated account of the rivers in South Africa, and which was said to be personal on Mr. Rivers the landdrost, I cannot pretend to say; but I can protest most solemnly that this suspicion is without the slightest foundation, and that I have neither lampooned, satirized, or attacked the government in any way.

I now occupied myself in preparations for quitting the colony, and was still in the enjoyment of my liberty, although the original sentence of imprisonment was confirmed; but while busied in getting ready for my departure, which was to take place the following week, I was again subjected to the tyrannic measures of his Excellency. The fiscal, accompanied by his deputy, a member of the court of justice, and the secretary, once more invaded my dwelling with a warrant from the Governor to seize my papers, on suspicion of my having libelled his Excellency. As I knew these gentlemen must perform their duty, I opposed nothing to the discharge of it, but contented myself with protesting in very strong terms against the continuance of such intolerable persecution. My papers were all examined, and nothing found, with the exception of the little poem upon the rivers, (see Document N<sup>o</sup> 3.) A considerable ferment was excited by this scandalous proceeding. A general alarm prevailed as to whose house would be beset next; inquiries poured in upon me from every quarter, and I was not left without very consoling assurances upon the occasion. The motives for this fresh outrage were developed on the instant, and universally stated to be his Excellency's apprehension of my return to England, and that the ceremony of seizing my papers was only to colour some plot in performance for sending me, under a sentence of the Court of Justice, a very different voyage to the one I was preparing for.

Nothing further transpired during the remainder of the day; but early on the following morning intelligence was sent me that my papers would be forthwith seized altogether, and that a warrant was then preparing for my committal to the tronk. I lost no time in availing myself of this information, not with the remotest intention of evading any proceedings the government might meditate against me, but merely to avoid imprisonment for the few days which I knew must intervene before the court of justice assembled. It was now Friday, and Monday was the day appointed for its convention. My first-step was effectually to secure my papers; I then walked leisurely to a friend's house in the suburbs, where I proposed remaining till the Monday, and then surrendering myself in court. I had scarcely been housed an hour before word was brought that the fiscal with

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his posse had again searched the house for my papers, and that I was summoned to appear immediately before him. Nothing during these proceedings could equal the anxiety manifested by all classes for my safety. "I hope he is not taken," and a hundred other ejaculations of the sort were heard at every turn, while repeated offers of service and assistance were sent me from every direction. I think I may venture to say, that I entertained infinitely less apprehension from these measures than any one of my friends in the colony.

I had scarcely received this information, before the sheriff and a large body of police were seen approaching the house; and, upon the spur of the occasion, I was compelled to conceal myself beneath a bedstead. The worthy family which had sheltered me felt the most lively concern for my safety; and, by the adroit answers which were given to the sheriff's inquiries, an apprehended search of the premises was prevented; but the house was left beset with police officers, more than thirty of whom kept their station around it during the night, the greater part of which I lay concealed on the roof of a hen-house, partially hidden by its parapet. I had in the evening dispatched a friend to the fiscal, with a note expressive of my readiness to surrender to any decent messenger he pleased to send; but my friend choosing first to consult some gentlemen as to the propriety of this measure, very speedily returned to me with their positive interdiction of the step contemplated, and assurances that in the universal opinion of the town, his Excellency entertained so much dread of my return to England, as to render my transportation to New South Wales, if taken, a matter of absolute certainty; that I had specimens enough of what reliance innocence or a good cause could place in the court of justice, and that as Oliver the spy was known to be actively engaged in the business, some plot was to a certainty in agitation, which might have for its object not only to deprive me of liberty but of life. I was cautioned, if taken, to eat nothing in the tronk until the arrival of friends to administer to my wants, and to hold myself in readiness to follow up a plan then maturing for my escape.

Strong as these arguments were, I still felt a considerable reluctance to continue my concealment, conscious that the charge against me, whatever it might prove, was utterly destitute of any foundation in truth. I thought it a compromise of rectitude to assume for a moment, even under such appalling circumstances, the semblance of guilt; but when, on the other hand, I reflected on the vindictive pitiless character of the Governor, with whom to be suspected was to be convicted, and that the court of justice, with whatever reluctance, would inevitably decree as he might be pleased to dictate, I decided to follow the advice of my friends.

The night passed in the utmost state of solicitude and apprehension, for such was the vigilance of the police that escape was rendered impossible; the premises were completely circumvallated by thief-takers in every variety of disguise, so that I was hermetically sealed. The following day was passed much in the same way, till at length a plan was concerted which bade fair to be attended with success.

It was ascertained that a search-warrant would to a certainty be issued on the Monday morning, so that no time was to be lost. Accordingly, on Sunday evening, a little before gun-fire, Mrs. Burnett, disguised as a Malay slave, came to the house through a whole phalanx of the police, carrying in her hand a large lanthorn, according to the Cape custom, and conducting a gentleman and lady. I lost not a moment in assuming her disguise, and boldly sallied forth, re-conducting the same lady and gentleman into the town. So admirably was this plan concerted, that not the slightest suspicion was entertained by any of the officers, all of whom saw me depart, and some of whom passed within a few yards of my person. In short I made my escape, got safe to the house of one merchant, where I put on a fresh disguise, and finally arrived at the house of another, where a place of effectual concealment had been provided for me.

The most active exertions were now made to discover me. His Excellency was said to have offered a private reward of four thousand dollars; the coast was guarded to prevent my embarkation, and the masters of such vessels as were about sailing were interdicted, under a very heavy penalty, from receiving me on board; the police, in the mean time, were exploring every part of the town and suburbs, and were harassed, night as well as day, in their toilsome but fruitless search.

I had

I had been a fortnight confined in a room not ten feet square, inaccessible to a breath of wind, where the thermometer ranged from 90 to 105, when in a total loss of appetite and an alarming prostration of strength, I had reason to apprehend the very speedy consummation of his Excellency's wishes, without the formality of trial, and I determined to shift my dwelling to a situation a little more salubrious, under proper precautions; I therefore resumed my former abode in the suburbs.

Enclosures in  
Mr. Burnett's Letter  
of 12 March 1825.

Enclosure  
(2.)  
continued.

In the meantime preparations were making to smuggle me away. The threatened penalty to the captains was at no time an impediment, as several merchants offered to become their security to any amount, and such was the general sympathy in my favour, that some masters of vessels declared their determination to receive me, if I was prepared, at their own sole risk. My friends had also circulated a report, that I had sailed in the York, which, from the relaxed exertions of the police, seemed to have obtained some faith with the government.

It is here necessary to observe, that in spite of the ridicule of my friends and a concurrent opinion to the contrary, I could not divest myself of a belief that the fiscal was not only anxious for, but had actually been instrumental in my escape, and this belief in the end has received complete confirmation. Actuated, however, by it, and a report that Sir John Truter set his face against these proceedings of his Lordship, I commissioned Mrs. Burnett to see both these gentlemen, and in a private and confidential interview to ascertain, if possible, from them what was to be the upshot of those violent measures; from Sir John Truter she learnt that I had nothing further to apprehend in any proceedings of the bench of justice, as it had rejected the fiscal's application for the institution of a criminal prosecution against me, founded upon the recent suspicions of his Excellency; he informed her that whenever I was prepared to sail, on her making application to the fiscal, that officer would give her a passport to justify the captain of the vessel in taking me from the colony; but he recommended that till the very moment of embarkation I should on no account quit my concealment. To Mr. Denysson I wrote a confidential letter, introductory of Mrs. Burnett, and the nature of the business which occasioned her to call upon him. This gentleman gave her similar assurances with Sir John Truter, and as strenuously recommended that I should persevere in secreting myself as long as I continued in the colony. The idea of meeting with sympathy and even protection from such authorities, in direct opposition to the fell determinations of his Excellency, was extremely flattering and consolatory, as it tacitly admitted that I was regarded by the highest functionaries of his government less a turbulent radical (as his Lordship had been pleased to call me, and for which I shall have an opportunity some day of thanking him in person,) than an aggrieved and persecuted individual whom it was meritorious to rescue from his vengeance.

I had been in this state of hide and seek for nearly a month, when the attention of the police was again directed to the place of my concealment, and positive information was sent me that a plot, dreadful in its character, was then getting up by one of the police officers, under the tutelage of Oliver the spy. This man had formerly been servant to Mr. Edwards, and was the person suborned to accuse his master of having composed the placard which occasioned the first seizure of my papers. This ineffable miscreant, whom I had never seen or spoken to in my life, professed to be in correspondence with me, and was imprisoned upon this confession. I began now to think in good earnest that Lord Charles, from some inscrutable motive, was resolved to sacrifice me, and I came to a corresponding determination of pursuing such measures of precaution and defence, that I have no scruple in confessing the police would have had little reason for felicitation should we at any time have come in contact.

On this last occasion my situation was truly critical; I had been seen by the sheriff walking on the terrace in front of the house, so that no doubt of my retreat any longer existed, and escape was now generally supposed to be impracticable. My good fortune however did not desert me; in the disguise of a military officer, and with a well laid plan to render it effectual, I once more made my escape, and achieved my retreat to a place of safety.

As the Alacrity was to sail in the course of two days, it now became necessary to obtain the passport, for which purpose Mrs. Burnett, accompanied by a gentleman, called upon the fiscal; finding him absent they repaired to Mr. Ryneveld, the deputy fiscal, when the intervention of a fresh difficulty excited in us all consider-

Enclosures in  
Mr. Burnett's Letter  
of 19 March 1825.

Enclosure  
(2.)  
continued.

able alarm. This was no less than a stipulation on his part that I must be actually reported on board of ship by one of his officers before the passport could be granted; as a condition of this kind, so utterly unnecessary, was calculated to excite suspicions of treachery, these were very frankly avowed, but Mr. Ryneveld gave the most satisfactory assurances on this head, not without expressing some indignation at my supposing him capable of practising any deception; "But," added that gentleman, "I am not at all surprized at it when I reflect how Mr. Burnett has been treated." The passport was nevertheless sent the same day to Mrs. Burnett, and on the following one I embarked on board the Alacrity.

I have now, in terms as concise as the subject would admit, given a summary of the persecution Earl Bathurst cannot conceive it possible I should have experienced, and I have adhered throughout to the most scrupulous and rigid regard to truth; independent however of these main accusations against the colonial government, I could relate a hundred little petty annoyances, not perhaps so fatal in their effects, but infinitely more galling in their operation, and more conclusive of the charge advanced; but if what I have already stated is insufficient to obtain the interposition of His Majesty's Government between my utter ruin and the unparalleled oppression of its Governor at the Cape, it would be futile to adduce any thing further. From the earliest period of my location as a settler, I have been thwarted and opposed by every instigation of the most ingenious malice my credit has been blasted, and my character defamed by an act of flagitious illegality, involving in it the sacrifice of my capital, my domestic happiness, my health, and my peace of mind; upon a sentence which has no basis in either law or equity, and for an offence which the statutes of my own country virtually invite the subject to commit. I have been banished from the land of my interests, my hopes, and my best connections, at the caprice of that Governor's suspicions, or his fears; the privacy of my correspondence has been twice violated, and my actions subjected to political suryeillance; and finally, after inflicting as complete a ruin as the most insatiable tyranny could propose, I have been hunted down from covert to covert like a beast of prey, and compelled to fly the very land from which I have been so iniquitously banished.

Nothing on my part has contributed to such proceedings. I am in possession of all my correspondence with the colonial government, from their outset up to their close, and nothing can be gleaned from it extenuatory of such treatment; if at any time I have used terms of severity, they will invariably be found justified by the occasion, or I have lived to little purpose if I have yet to learn that the aggressions of power are not to be repelled and its tyranny opposed. That Lord Charles Somerset could have pursued me in this way without some motive it would be rash to maintain; on the contrary, he has been influenced by very powerful ones; it has been my lot, very undesignedly, to traverse and circumvent him on many occasions, and his Excellency is proverbially as indiscriminate as he is implacable in his resentments. It was sufficient offence in me that I rescued the character of Captain Stockenstrom, the landdrost of Graaf Reinct, from opprobrium, and chastised a military scoundrel. It would have been equally so, that I exposed the nefarious green forage system, that I conducted the defence of three settlers, tried for trafficking with the Caffres, and obtained their acquittal, although they stood condemned in Earl Bathurst's office without trial; it would have proved quite sufficient provocation to his hostility, that I established the utter inutility and licentious insubordination of the Cape Corps, and prevented the right of stuprating our wives and daughters becoming one of its immunities—or that I have the reputation of detecting in the fractional items of a sham contract an enormous diversion of public money. Less than these offences would be sufficient to call forth the vengeance of a man bearing his faculties with more meekness than his Excellency Lord Charles Somerset.

With regard to my political principles, I hold it a paramount duty to disclaim the imputations his Excellency has cast upon me; because as he has not scrupled to call me the king of the radicals, and represent me at the Cape as turbulent and disaffected, it is fair to infer, that if he has thought proper to notice me at all to His Majesty's Government, he has described me in similar colours. I can solemnly declare that I never gave a political opinion in my life, that I never interested myself in any political question, or made the measures of any government the subject of a moment's reflection. The whole of my kindred and connections are in their principles what is termed ministerial, and so far from any actions in my life im-

peaching

peaching my loyalty or attachment to monarchy, these principles are so inherent in me, that no persecution or accumulation of injury could ever tempt me to forego the one or the other. But this species of attack is so common at the Cape as to become at length quite innocuous: if Lord Charles has a dispute on a race course, the party at variance is set down by his minions forthwith as a radical, so that the term applies to those persons personally obnoxious to his Excellency rather than his government; but to show the unwarrantable uses to which this engine has been applied, his Lordship thought proper in a private and confidential letter to the Reverend Mr. Geary, the pastor of Graham's Town, to caution him as to what society he should keep, and to denounce to him Major Pigot, Captain Campbell, Mr. Phillips and myself, as disaffected radicals!! It would be superfluous to make any comment upon this anecdote.

Enclosures in  
Mr. Burnett's Letter  
of 12 March 1825.

Enclosure  
(2.)  
continued.

I have likewise throughout this statement sedulously avoided making any observations upon his Excellency's government not immediately connected with my own case. It would be useless to conceal that I am in possession of that vast accumulation of matter which forms the subject of the present official inquiry at the Cape, and I may venture to add something beyond it, but I consider my case much too important in its own elements to require any adventitious aid. If, therefore, I am fated to join issue with his Lordship, it shall only be at the Bar of the House of Commons that I will make my disclosures, and I will confess that I am armed at all points for the contest.

Upon the whole I have made out a case of the most unparalleled injustice and persecution, and I look with unbounded confidence to His Majesty's Government to do me right. I found this hope exclusively upon the merits of my case, with opinions involving no one political speculation, and with views embracing no sinister dependence upon expediency. I have been defrauded of my property by Lord Charles Somerset's injustice, and my pursuits in life have been for the last four years held in abeyance by his persecution. I can repeat, without boast, the universal sentiment at the Cape, that not one man in a million can be found capable of sustaining an equal weight of oppression with the courage and equanimity I have manifested throughout; and it is as generally allowed that the display of these qualities has especially goaded his Excellency to the unwarrantable length he has gone, while, with the moderation of my conduct, His Majesty's Government must be satisfied, whatever may be the representations of his Excellency, when they perceive the very grounds of my banishment to be an illegal prosecution, and a sentence emanating from that prosecution which, if legal, it would fail to justify. His Majesty's remission, therefore, of the sentence of banishment by which I can return to my family, my connections, and the conduct of the important causes in which I am appellant will, I trust, be the forerunner of that redress I am soliciting, while in strict proportion to the confidence I have expressed in the justice of the Government will be my obedience to the wisdom of its dictates.

(Signed) *B. Burnett.*

March 8th, 1825.

As I decline making any defence against the charges upon which I am arraigned, I shall occupy the attention of the court no further than will be sufficient to account for this determination, and give a very brief reply to the arguments of His Majesty's fiscal in aggravation of the offence.

Enclosure  
(3)

The learned gentleman, as well as I can collect from the translation, enforces his claim with arguments derived from his favourite authority, the Roman laws; over which he glances his eagle eye from Romulus to the extinction of the empire, in search of enactments wherewith to crush a persecuted settler in a land unknown to the people whose judicial discipline he is so anxious to introduce. It is very possible that in looking over our own statute book we may trace in various acts of the legislature a spirit strongly analogous to the modes of Chinese domination, and their framers may admit that they constructed them from the doctrines of Confucius, but would that justify the King's attorney-general in ransacking the whole Chinese code for authority, on which, to convict a man, he was prosecuting on a charge not cognizable by the laws of his own country? Assuredly not; and I maintain that His Majesty's fiscal is precisely aiming at this absurdity.

Enclosures in  
Mr. Burnett's Letter  
of 18 March 1825.

Enclosure  
(3.)  
continued.

He states that time was, before the march of civilization had made the disclosure of truth harsh and uncourtly, when a tribune, a prætor, or the sovereign himself, was accessible to the complaints of the subject, though couched in expressions of severe crimination and abuse; but that subsequent regulations rendered the same course of petitioning criminal: debarred, as I am, from access to his authorities, I have only a very distant recollection to rely upon; but this, I think, will warrant me in saying, that the fiscal is not justified in straining this circumstance to my prejudice, unless he could produce some specimen of what the Romans did, and did not, consider libellous, and thus establish, by comparison, the character of the memorial before the court: it may, for aught he proves to the contrary, be as susceptible of the later as of the earlier construction.

It strikes me, as a very necessary question, to ask the fiscal by what laws I am to be tried? Not by the English, for there he can find no authority whatever for this proceeding. Dutch law, he tacitly admits, has no existence, by the necessity he lays under of reviving the obsolete enactments of nearly two thousand years standing, upon no other sanction than his own caprice, and with no justification but his knowledge, that provided he carries his point against me, no matter how, he is tolerably secure of impunity and approbation; but I will tell His Majesty's fiscal, that such a departure from the dictates of equity, of justice, and of common sense, is not to be tolerated; that he is bound to define the law by which I am to be tried; and that if he can find neither precedent or authority for this prosecution in the constitution of England or Holland, to one of which countries this colony must be tributary, he is no more entitled to rummage in the Roman code for grounds whereon to convict me, than he is in that of the Calmuc tartars.

The constitution of one country is formed from the constitutions of others which have preceded it in the march of time. Wisdom rejects those ordinances which are bad, useless and inapplicable, and adopts the salutary and the good; hence to Saxon, Norman and Scandinavian legislation we owe the constitution of England, and to the celebrated Justinian code the Dutch are indebted for the basis of their own; but these adoptions are in neither case mere transcripts; they have all undergone modification. England is governed by laws, if not indigenious, at least naturalized; and so likewise is Holland; and in neither country could a public prosecutor be permitted to work the condemnation of a defendant by the application of some abstract principle or practice of other countries (not formally adopted), solely on the ground that they *had* contributed to the regulation of his own; in other words, would the attorney-general of England be allowed to conduct a prosecution for libel according to the forms of Danish practice, merely because some of the laws of Denmark were amalgamated by Canute with the laws of England?

But if the fiscal is allowed this discursive range for the materials of his attack, and to use a figure of Mr. Burke's, he does not wish "the reciprocity to be all on one side." I should be permitted to quote my Roman authority also; and tell him, that by the laws of the Ten Tables, deportation was *not* inflicted for libel; the only punishment awarded there for scandal in all its ramifications was a good cudgelling; not that I reproach the learned gentleman for having preferred a claim of five years banishment rather than a sound flogging, as he, in his executive character, might have been reduced to the difficulty of inflicting it. If, however, in the records of Roman jurisprudence he can find any authority for this claim of banishment, I ask of him to produce it, and *then* I shall resist its application to my case until he clearly establishes its adoption by the legislature of Holland into the body of those laws by which the Netherlands are governed. In looking over the Dutch commentator, Van Lieuwen, I find very little on the subject of libel; from which it may be inferred, that corruption was less prevalent in his days, or that the truth was permitted to be spoken without entailing persecution; nevertheless he is sufficiently explicit as to the right of petition. Van Lieuwen, in his commentaries on the Roman Dutch law, says, "If through ignorance in a judge, or otherwise, an unjust sentence be pronounced, the judge will not be responsible for it; but those who think themselves aggrieved thereby will be obliged to avail themselves of an appeal, or the higher jurisdiction of another judge."

Is it possible, gentlemen, to require a more lucid definition than this? If, no matter from what cause, an unjust sentence be pronounced, and for which iniquity the judge is in no respect responsible (an exemption which enhances the right of the subject to petition tenfold), the aggrieved party may avail himself of an appeal,  
or

or the higher jurisdiction of another judge. Here is a discretionary course distinctly laid down, which course thus prescribed by the laws I scrupulously followed; I *did* appeal, but finding, in spite of numerous applications, that I could not obtain copies of the various trials in which I had been engaged, indispensable as they were to the conduct of such appeal, I exercised that discretion the law allows me, and sought redress from "the higher jurisdiction of another judge." In what terms could it be expected I should address that judge? I had to complain of injury; it became necessary to set forth that injury; seven actions had been tried by these commissioners thus said to be libelled, and each action contrary to evidence, to the facts adduced, to manifest equity and common justice, was decided against me. An eighth, wherein I was defendant, was of such palpable malice in its origin, and of absurdity in its complexion, that the court was compelled to give sentence in my favour, but it nevertheless amerced me (the winner) in the costs!! A ninth, in whose decision the whole of the foregoing would inevitably have merged, and which it was clearly manifested to the court should, with any regard to justice, have taken precedence of all the others, was wholly unheard, and referred to Cape Town; while the former eight, entirely originating in the merits, and dependent on the issue of this ninth, were absolutely decided upon as if that ninth had been tried, and sentence pronounced against me. These proceedings throughout were also characterized by the most flagrant indecorum and partiality in these judges; every plan which could possibly oppose my chances of success was sedulously adopted; my opponent was allowed to be made the vehicle of personal insult, and a ruffian was permitted to brand me with epithets, in open court, as unfounded as they were detestable. How, let me ask, could I characterize this flagitious aggression to his Excellency but in terms adapted to it? Would it have become me, with a specific accusation to advance against these men, to have modified that accusation, thus approaching this "higher jurisdiction" with a lie? I maintain, and I am prepared to prove, that the whole tenor of their conduct in my particular, *was* "a corrupt violation of justice, morally disqualifying them for the discharge of those sacred functions with which they were so injudiciously entrusted." In what other language could I then express myself? I had to complain of injustice. How could I possibly effect this but by stating that injustice? I had to complain of manifest corruption; of venality; of favouritism; and (that most execrable of its kind) judicial oppression; and I glory in having distinguished them by their proper appellatives.

Enclosures in  
Mr. Burnett's Letter  
of 12 March 1826.

Enclosure  
(3.)  
continued.

The court will permit me to put a case to the learned fiscal hypothetically:—Suppose I had detected either of these judges in the commission of murder, forgery, or any other offence against the laws, and I had denounced their guilt, like a good subject, to the Governor; would his Excellency have instituted a criminal prosecution against me before ascertaining the truth or falsehood of my charge; and if not, what becomes of the equity of his proceeding in this instance? The cases are here entirely parallel; not a shade of distinction indicates a different course for his adoption, unless the sable robe of justice is to sanctify enormity, and become the panoply of the foulest deeds under the created heavens. And yet, for doing that which self-preservation, conscience, and respect for the laws required of me, I am now threatened with five years banishment from the colony.

I am well aware that it has long been the practice at the Cape to try the colonists by Roman, Dutch or English laws indiscriminately; adapting this caprice to the relative severity with which they may be applied to the respective cases; but as this preposterous system owes its existence to the toleration of the colonists, and not to the faintest shadow of a right in the judicial body who so arbitrarily exercise it, I have no hesitation in telling His Majesty's fiscal, that this alone is a monstrous violation of justice, a perversion of delegated power, and an unwarrantable invasion of the subjects right.

We have it here on record that the public prosecutor, despairing of a conviction upon Dutch or English statutes, or the bastard progeny of both, the Cape Gazette proclamations,—can only attempt to legalize the banishment of a British subject by the authority of a Roman pandect! We have also on record that causes are alike decided by the Roman-Dutch, or purely Dutch laws; and I am prepared to furnish fifty cases, within the limited range of my observation, that have been adjudged by Blackstone's Commentaries alone!! What shall be said of such a judiciary? To borrow the emphatic phrase of the first talented man in

Enclosures in  
Mr. Barnett's Letter  
of 12 March 1825.

Enclosure  
(3.)  
continued.

this colony, "Its all a hash," a mere hodge-podge of inconsistency, folly and injustice, and will, I make no doubt, be so estimated by that august tribunal before which its victims must inevitably appear. There the local politics of a province will constitute no scale of innocence or guilt; and the spirit which could resist oppression, or the patriotism which could unmask its motives, will be exempt alike from imputations of turbulence or disaffection.

I shall now proceed to show the learned fiscal that he is all along in error, and that the easy, happy, dignified fruition of his calling, is not to come into this court (however officially pampered) to dole out his mercies or his maledictions at pleasure; and that the scales, so long his habitual poise in weighing the destiny of slaves and Hottentots, is not to be the balance to which a British gentleman is subject, whatever may be the specific gravity of a good cause crushed by oppression, or a bad one supported by patronage.

In accounting to him for these opinions, I will give a much better authority than Numa himself, to wit, the parliamentary reports of Great Britain. If this won't satisfy him, I will offer him the common and statute law of the land; and if then not convinced, I trust his appetite for unquestionable authority will be fully appeased when I refer him to the ministry of England! From either of these sources he will learn that a British-born subject carries his constitution about him in every part of His Majesty's dominions as his indefeasable birth-right, and that in cases affecting his life, his liberty, or his fair fame, he is entitled to be adjudged by the laws of his own country. If such, then, is the fact, and I defy the learned gentleman to contradict it, I will very soon convince him that I have no more business to be arraigned at this bar on a charge of libel, than Lord Charles Somerset himself. Holt, a very courtier, in his Digest on the Laws of Libel, says:

"The plaintiff brought an action against the defendant for a libel, and declared that he being a vicar-general to the Bishop of Lincoln, the defendant had caused to be printed a petition to Parliament, charging him with divers crimes, as extortion, oppression, and corruption in his office. The defendant justified the publication, and insisted on the truth of the subject matter of the petition. The action was holden not to lie, the petition being the necessary and usual mode of complaint to Parliament for the redress of any grievance." *Luke v. King*, 1 Saund. 121.

Lord Mansfield recognized and approved the doctrine laid down in this case, in *Astley v. Young*.—"So, no matter which is stated in any memorial or petition against the conduct of magistrates or public officers shall be deemed libellous, provided it be done, *bonâ fide*, with a view of obtaining redress; and likewise, that it may be addressed in the proper channel by which such redress may be had; that is, to the persons who may be presumed to have power to give such redress."

Is it possible, gentlemen, to have a right more distinctly and satisfactorily laid down, and that as attaching to a nation beyond all others remarkable for its severity against libellers? And can any case be more in point than the one before you, with the contingency manifestly contemplated in this convincing definition? It is here evident that with the most scrupulous and nice attention I have only followed the suggestions, or rather obeyed the dictates, of the laws of my country; and, that so far from having acted illegally, or even violated propriety by writing this memorial, it is his Excellency the Governor who has contemned the laws by placing me unjustly at this bar, and neglecting to redress my wrongs, which in duty he is bound to do as the representative of my Sovereign. Holt further says:

"As where the defendant, being deputy governor of Greenwich Hospital, compiled and wrote a large volume, of which he printed several copies containing an account of the abuses of the hospital, and treating the characters of many of the officers of the hospital (who were public officers) and Lord Sandwich in particular, who was then first Lord of the Admiralty, with much asperity. He distributed the copies to the *Governors of the Hospital only*, but it did not appear that he had given a copy to any other person; on a rule for an information for this libel Lord Mansfield observed: That the distribution of the copies to the persons only who were from their situations called on to redress their grievances, and had from their situations competent power to do it, was not a publication sufficient to make that a libel; and he seemed to think that whether the paper were in manuscript or printed, under the circumstances, made no difference. *Rex v. Baillie*."

"An

“ An action for libel could not be maintained for exhibiting a bill to the Queen charging the plaintiff to have recovered 400 l. of the defendant by perjury, forgery, and cozening, because said the court, the Queen is the fountain of justice, and all her subjects may lawfully resort to her to complain ; but if they will divulge the contents to the disgrace of the person it is actionable. (*Hare v. Meller.*) Therefore it has been resolved, that no false or scandalous matter contained in a petition to Parliament, though it charge a person with positive crimes shall be deemed libellous.” If His Majesty’s fiscal holds authorities like these inconclusive, it will be in vain to adduce any other.

Enclosures in  
Mr. Burnett’s Letter  
of 12 March 1825.

Enclosure  
(3.)  
continued.

That I may be subject to no reproach hereafter, with having neglected any means of defence in a trial so important, so interesting as a precedent in future prosecutions of the kind, and probably so influential of my future fate in life, I shall record with the court my reasons for declining to make any defence. In illustrating the motives which led me to address the memorial to his Excellency, it would be necessary to go into much detail. I should have to recount occurrences inculcating the conduct of this government to an extent that would stagger the public belief! I should have to expose a system of persecution as remorseless and unpitying as it is odious and detestable, and virtually to attach imputations upon the Governor of this colony, his son, whom so many sacrifices have made commandant on the frontier, and the two worshipful gentlemen I am said to have libelled, to an extent that I am persuaded would be productive of fresh persecution, and measures of a nature so rigorous as effectually to hush my complaints for the future. As truth then is not permitted to be spoken in this colony, and as the proceeding of his Excellency in this instance is in effect proclaiming to the world that no injustice, however atrocious, is to be laid before him without subjecting the complainant to a prosecution for libel, I shall not encounter the consequences anticipated by giving it publicity here ; it will, however, be forwarded to his Majesty’s Government, accompanied by very sufficient reasons for the course adopted, and will effectually show with what justice I have been arraigned here on a charge which has no other origin than the vindictive hostility of his Excellency the Governor. For the truth of this assertion I appeal to the fiscal, and if after so cheerfully replying to his interrogatories he will answer one of mine, I would ask him whether he has not repeatedly declared during the course of this prosecution, that had his advice been followed it would long since have been abandoned as wholly unwarranted by the laws? Having combated the arguments of the learned fiscal (I think unanswerably), and having detailed my reasons for omitting my defence, it only remains for me to say that not one word I have uttered upon this occasion is with a view of extenuating my conduct or appealing to the lenity of the court ; on the contrary, my unqualified acquittal, or the full claim of the public prosecutor is what I entreat of you gentlemen to concede. If I merit any punishment I merit that, and if you award less, you will confirm a too general belief that the severe and arbitrary exactions of the fiscal have no authority in the laws, or that those laws are miserably disproportioned to the offences they profess to punish in your humane reluctance to enforce them.

#### IMPROMPTU,

On reading a very inflated account of the Rivers in South Africa.

Enclosure  
(4.)

While floods unfathomed o’er the globe abound,  
Our Afric rivers still are shallow found,  
But here, each stream assumes an upstart flow,  
From puddles—brooks, from brooks what rivers grow!  
The great fish swells with Amazonian pride,  
And Kowie rolls a Mississippi tide.

Delightful fancy ! that can thus bewitch,  
And pour a Ganges thro’ a stagnant ditch ;  
Spread a vast lake where turbid vleys arise,  
And give to wastes the bounty of the skies,  
Bait a camp-kettle for a fry of fish,  
And p—ss an irrigation at a wish !



Enclosures in  
Mr. Burnett's Letter  
of 12 March 1825.

Newlands, 10th September 1823.

SIR,

Enclosure  
(5.)

IN reply to your letter of the 19th August, I am directed by his Excellency the Governor to state to you that it has always been his most anxious wish that every just claim upon the government should be satisfied, and that although he had clearly understood that your claim for the supply of grass to the Cape Corps had been decided by a competent court agreeably to the certificates supplied, he referred your letter of the 19th August to Major Somerset, who is proceeding to join his corps in a few days, and who on his arrival at Graham's Town will communicate with Deputy Accountant Commissary-General Johnstone, and ascertain what sum you have received, and investigate the matter thoroughly with a view of reconciling, if possible, your claim with the entries made in the cavalry books.

I have, &c. (signed) *W. R. Whiteford*, A. D. C.

Bishop Burnett, Esq.

N° 2.

COPY OF A LETTER from Mr. W. Horton to Mr. Burnett, dated 18th March 1825, relative to the interception of his Letters by the Colonial Government of the Cape.

Downing-street, 18th March 1825.

SIR,

Mr. Horton's Letter  
of 18 March 1825.

WITH reference to the Statement which accompanied your letter of the 12th instant, and in which you allege that you are strictly justified in suspecting that a communication which you state that you addressed to the Colonial Department, under date of the 12th of August 1823, and which has never reached its destination, although sent in triplicate, has been suppressed by the government of the Cape of Good Hope; I am directed by Earl Bathurst to request that you will acquaint me, for his Lordship's information, with the grounds upon which you feel yourself justified in entertaining such a suspicion.

I am, &c. (signed) *R. W. Horton*.

B. Burnett, Esq.

N° 3.

COPY OF A LETTER from Mr. Burnett to Mr. Horton, dated 18th March 1825, relating the grounds of his suspicion that his Letters had been suppressed by the Colonial Government.

March 18th, 1825.

SIR,

Mr. Burnett's Reply  
of 18 March 1825.

IN reply to your request of yesterday, I beg to communicate for Earl Bathurst's information, the grounds of my suspicion that my letter to Downing-street, under date the 12th August 1823, has been suppressed by the Cape Colonial Government.

A concurrent opinion entertained by the colonists that this practice is common with their government, would naturally infuse itself into the mind of any person who found his correspondence subject to perpetual interruption, by the failure of letters reaching their destination, without the super-addition of the fact, that after persevering remonstrance on the subject, a letter from me to Mr. Eaton of Cape Town, which had been strenuously denied by the postmaster to have passed through his department, was, eight months subsequent to its entry in the Graham's Town bag, traced to that department, and ultimately delivered; while it so happened that the contents of that letter (making every admission for casualty, and the singular circumstance of the Commissioners of Inquiry having no advices referable to it)

might

might, from its address, and the period of its transmission, have been naturally suspected to be an important acquisition on the part of the government against me.

Mr. Burnett's Reply  
of 18 March 1825.

But the circumstance itself of a letter, not altogether unimportant in its nature, remaining unanswered by your department for so long a period, although sent in triplicate, might well justify the suspicion entertained, without any corollary from the premises, or the additional contingency of any suspicions that might arise from my relative situation with the government.

*continued.*

If this statement is not sufficiently confirmatory of the charge I have advanced, I am prepared to corroborate it; and if Earl Bathurst has the least desire to see my correspondence with Mr. Crozier, the post-master, upon the subject, it is much at his service.

I am, &c. (signed) B. Burnett.

R. W. Horton, Esq.  
&c. &c. &c.

N° 4.

COPY OF A LETTER from Mr. Horton to Mr. Burnett, dated 26th March 1825, in answer to his complaints generally against the Civil Authorities at The Cape.

Downing-street, 26th March, 1825.

SIR,

HAVING laid before Earl Bathurst the papers which you delivered to me in explanation of the grievances which you represent yourself to have suffered by the acts of certain civil and judicial authorities of the government of the Cape of Good Hope; and having also submitted to his Lordship your letter of the 12th instant, I have been directed to convey to you the following reply:—

Mr. Horton's Letter  
of 26 March 1825.

His Lordship collects that your complaints may be comprehended under the following heads; viz.

1st. The suppression by the colonial authorities, of the communications which you state that you addressed to this department:

2d. The neglect of the late colonial secretary, Lieutenant Colonel Bird, and of the magisterial officers of the district of Albany, to fulfil the intentions and orders of His Majesty's Government with respect to the settlers:

3d. The non-liquidation of your claim upon the colonial government for forage supplied to the Cape Cavalry, which you attribute to the neglect of Lieutenant Colonel Somerset:

4th. The proceedings at law adopted against you, at the suit of a person named Hart, by the judicial authorities of Cape Town, but principally by the commissioners of circuit, Messrs. Borchers and Truter:

5th. Your judicial banishment from the Cape of Good Hope.

Upon the first point Earl Bathurst reserves to himself to adopt such measures as the case may require, so soon as he shall have obtained the result of the inquiries which he proposes to institute into the particulars of the solitary circumstance which you have adduced in support of your charge against the colonial government.

With respect to the second, third and fourth points, as it appears from your own statement that you have had an opportunity of submitting an explanation of your grievances to the Commissioners of Inquiry at Graham's Town, where they had every means of access to persons and documents to enable them to appreciate the merits of your case, as bearing both upon the conduct of the local authorities and upon the administration of justice, topics which form leading features of their general inquiry, every thing would seem to have been already accomplished in the nature of inquiry that you yourself could wish, or that His Majesty's Government could, under any circumstances, direct; and his Lordship cannot doubt but that the Commissioners will fully report to him on all these points, both as they relate to your

Mr. Horton's Letter  
of 26 March 1825.

*continued.*

grievances, and affect the conduct of other persons. Nevertheless, and although you appear to have declined the proposed reference to a board of officers, of your claim for the value of forage supplied to the Cape Cavalry, his Lordship will immediately call the attention of the Governor in Council to the subject; and if you should judge it essential to offer any documents in explanation of that claim, which may not easily be obtained in the colony, his Lordship will readily forward it with his instructions upon this subject.

Upon the last point his Lordship has directed me to acquaint you, that under no circumstances could His Majesty be advised to remit the final sentence of a court of justice without any previous consideration of the nature of the offence with which the party convicted was charged, and of the judicial proceedings to which the prosecution of such offence had given rise; and although, from the circumstances under which you left the colony, you may not have found it either convenient or practicable to provide yourself with copies of these proceedings, yet you must be sensible that without being informed of the nature of the offence, or of the proceedings upon which you have been sentenced to be banished from the colony, it would be impossible for his Lordship to decide whether you are entitled to any or what degree of redress.

I am, however, directed to add, that although (as I have already explained to you) the report of the commissioners on your case may be expected at an early period, Lord Bathurst has directed the Governor of the Cape of Good Hope to transmit to his Lordship copies of the whole proceedings which have occurred in your recent trial at Cape Town, that his Lordship may be enabled to exercise his judgment on the merits of the case under which you consider yourself entitled to his interference and redress.

I am, &c. (signed) *R. W. Horton.*

B. Burnett, Esq.

N<sup>o</sup> 5.

COPY OF A LETTER from Lord Bathurst to the Commissioners of Inquiry; dated 26 March 1825, instructing them to report on the case of Mr. Bishop Burnett.

Downing-street, London, 26th March 1825.

GENTLEMEN,

Lord Bathurst's  
Letter of  
26 March 1825.

I TRANSMIT, enclosed for your consideration copies of representations which have been addressed to my under secretary of state by Mr. Bishop Burnett, who emigrated to the Cape of Good Hope in the year 1819, complaining of various grievances which he alleges to have sustained by the acts of the colonial tribunals; and I also enclose for your information a copy of a communication which I have directed my under secretary of state to address to that individual.

Mr. Burnett having stated that he had already represented his grievances to you on your arrival at Graham's Town, I should have thought it unnecessary to call your special attention to the statements which have been received from him, if it did not appear to me that that part of his narrative which related to his controversy with an individual named Hart, and to the judicial proceedings which arose out of it, rendered it desirable that I should receive from you an early intimation of the result of the inquiries which you will have instituted into the merits of Mr. Burnett's case.

Unless, therefore, you shall, before the receipt of this instruction, have transmitted to me a full report upon the case, I have to desire that you will lose no time in completing such observations upon the subject as you may have intended for my consideration, to which you will add any further information which the perusal of the enclosed papers may appear to you to render desirable and necessary.

I have, &c. (signed) BATHURST.

Commissioners of Inquiry.

N° 6.

COPY OF A LETTER from the Commissioners of Inquiry to Lord Bathurst; dated 26 August 1825 :—will report upon Mr. B. Burnett's Case without delay.

Cape Town, 24th August 1825.

MY LORD,

WE had the honour to receive on the 7th July your Lordship's dispatch of the 26th March 1825, referring to copies of representations which had been addressed to the under secretary of state by Mr. Bishop Burnett, and directing us to lose no time in communicating to your Lordship the result of our inquiries into the circumstances of his case, with such further information as a perusal of these papers might appear to render necessary.

Letter from  
Commissioners of  
Inquiry,  
24 August 1825.

The enclosures referred to in your Lordship's dispatch were communicated to us by his Excellency the Governor on the 29th July; and as it would appear that Mr. Burnett has expressed, in a letter to Mr. Horton of 28th March 1825, his surprise that we had omitted to report to your Lordship upon his case, which he had submitted to us at Graham's Town, we beg leave to explain to your Lordship, that the communications made to us by Mr. Burnett on the subject of his various complaints were received by us in common with those of other individuals, both in the execution of our general instructions, and in pursuance of your Lordship's directions, that we should investigate the grounds of complaints that had been preferred by the British emigrant settlers in the memorial that had been transmitted to your Lordship in the year 1823, and which was the subject of our report dated 25th May 1825.

We beg leave to assure your Lordship that no expectation was held out by us to Mr. Burnett that we should make any special communication to your Lordship upon his case, but he was on the contrary distinctly informed that our inquiries were restricted to the general objects which his information might tend to elucidate.

Since we have received the papers referred to in your Lordship's dispatch, we have directed our attention to the acquirement of such further information as may be necessary to the elucidation of Mr. Burnett's case, so far as we are directed to report upon it, and we shall lose no time in transmitting to your Lordship the information required.

We have, &c.

(Signed) { *John Thomas Bigge.*  
*William M. G. Colebrooke.*

The Right Hon. the Earl Bathurst, K. G.  
&c. &c. &c.

N° 7.

REPORT of the Commissioners of Inquiry at the Cape of Good Hope, dated 7th December 1825, upon the Complaints addressed to the Colonial Government, to the Earl Bathurst, and to The House of Commons, by Mr. Bishop Burnett.

Cape Town, Cape of Good Hope, 7th Dec. 1825.

MY LORD,

IN pursuance of the instruction that accompanied the voluminous correspondence of Mr. Bishop Burnett, and other documents that were communicated to us at your Lordship's request by Lord Charles Somerset, we proceed to submit to your consideration our report upon the complaints that were addressed to us by Mr. Burnett in the course of our visit to the Eastern District at the close of the year 1823.

Report of Commis-  
sioners of Inquiry,  
7 Dec. 1825.

We have further noticed the principal points that he has urged in the course of his subsequent correspondence with Mr. Wilmot Horton, and the petition,

Report of Commissioners of Inquiry,  
7 Dec. 1825.

*continued.*

that at a more recent period has been presented in his name to the House of Commons.

We have already stated to your Lordship that we had distinctly apprized Mr. Burnett, in the year 1824, that our inquiries into his grievances would be limited to those that had an apparent or real connection with the operation of the existing laws and institutions; but that we could not hold out to him any expectation of speedy redress, more especially if we should find that he had neglected or omitted to avail himself of those modes of obtaining it that the laws of the colony afforded.

The principal cause of his complaints appeared to be founded in the alleged injustice and illegality of certain decisions pronounced by two members of a commission of circuit, who tried several actions in which he was plaintiff or defendant at Graham's Town in the year 1823; the severity and oppressive conduct of his opponent in these actions; the act of the sequestrator in prematurely publishing his insolvency in the gazette, and the general effect of these measures upon his character and credit.

Mr. Burnett also very strongly complained of the partial and irregular system by which the commissariat department made its purchases of green forage for the supply of the cavalry of the Cape Corps; and the injurious effects of this system upon the efforts of the emigrant settlers to avail themselves of the only market that was open for the produce of their lands. He also complained of the rejection of a claim that he had made upon the same department for several loads of grass that had been cut upon his land for the use of the Cape Cavalry, which he alleged that Major Somerset, who commanded the corps, had promised to discharge before he took his departure from Graham's Town in the year 1822.

We perceive that upon later and more public occasions he has denounced certain other practices in the commissariat department, deduced from its connection with the establishment called the "Somerset Farm," which has lately been done away; and that he has adverted to the influence alleged to have been exercised by the Governor over the disposal of government bills by the commissary, and the regulation of the periods of drawing, both of which, if attended with the inconvenience or effects stated by Mr. Burnett, have been removed by the enforcement of the regulations issued by the Lords Commissioners of the Treasury; and by the facility that is now afforded in the exchange of paper currency for government bills at a certain fixed rate.

We do not consider it necessary to take any particular notice in this place of the complaint that was made by Mr. Burnett of the refusal of the local government to include him in the general issue of rations provided for those settlers who had emigrated under the guarantee of pecuniary deposits, which were to be reimbursed to them on the fulfilment of certain conditions. Mr. Burnett had withdrawn himself before he left England from the engagements into which they had entered, and arrived at the Cape with an entire freedom of choice as to pursuits or destination, with a claim upon Government, in consequence of your Lordship's recommendation, for a grant of land proportionate to the means that he brought, or should be able to prove that he brought with him for its cultivation. Several memorials from him upon these subjects are recorded in the office of the chief secretary to this government, and couched in vehement and frequently offensive language; but we find, that at a subsequent period, Mr. Burnett partook of the issue of rations, by order of the magistrate at Graham's Town, to the amount of 720 rix-dollars, for which he still is indebted to the government. He proceeded to the district of Albany, after having received information that the lands at the River Knysna, upon which he was desirous of settling, were not in the disposal of government, early in the year 1820. He took a lease of a farm named "Doorn Valley," advantageously situated in the immediate vicinity of Graham's Town; and in consequence of an application to the acting Governor, Sir Rufane Donkin, he received a grant of land adjoining this farm. Although our inquiries respecting the means and resources brought into the colony by Mr. Burnett have not been of a direct nature, we are led to conclude that they were very limited, and chiefly, if not entirely, consisted of the credit that he might possess in England, in consequence of his relationship to some of the members of a respectable mercantile house near London.

Through

Through the recommendation of the acting Governor, the superintendent of the government-farm at Somerset was induced to advance to him a certain quantity of stock and grain, amounting to the sum of nine hundred rix dollars; and it appears that he obtained similar advances from a subordinate officer of the same establishment.

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*continued.*

Mr. Burnett repaired to his farm, and applied himself with activity to the production of green forage for the use of the cavalry of the Cape Corps stationed at Graham's Town; having been encouraged in this pursuit by the great demand that Lieutenant-Colonel Somerset informed him existed for green forage, and by the facility with which it was supplied from the gardens and allotments of the officers of the corps, and of the inhabitants of Graham's Town.

A lease of this farm had been executed by Mr. Hart, the owner, dated 13th June 1820, in favour of Mr. Burnett, in which it was stipulated that he should have possession of it for three years, at an annual rent of six hundred rix dollars, commencing on the 6th of May then past, with an option of renewal at the end of the term for three years longer, and a power of purchasing the farm, at any time during its continuance, for the sum of seven thousand rix dollars. Mr. Burnett entered upon the land; and, in consequence of an application that he made to the acting Governor, Sir Rufane Donkin, he received in the same year a grant of land, consisting of 1,200 acres, as well as a building allotment at Bathurst, subject to a condition of locating seven persons on the former as soon as he could obtain them from Cape Town, and of constructing a house upon the latter within three years from the date.

Although Mr. Burnett had expressed himself greatly dissatisfied with this grant in several memorials, and had importuned the colonial government for an extension of it, yet he himself bears testimony to its value, in letters dated 9th August and 1st November 1820, that he possessed "a place under such singular advantages that he could not but foresee a most prosperous issue to his undertaking; and that from its command of wood and water, and its contiguity to Graham's Town, it was considered the finest and most valuable grant on the frontier."

Mr. Burnett immediately commenced the cultivation of his land, and employed a considerable number of labourers and workmen in throwing up fences, and in the improvement and embellishment of some garden-ground on the farm of Mr. Hart, as well as in repairing some small cottages that he found upon it. He also built an ornamental rustic lodge, and surrounded a large portion of his garden ground with park palings. Having established a connexion with a mercantile house in Cape Town, he continued to receive supplies from them, consisting partly of articles that were wanted in the district, but that were not of a description that would tend to augment or improve the agricultural value of his farm.

About the commencement of the year 1821, he received an application from Mr. Hart for the payment of his account for advances, which, as he was unable to liquidate, became the subject of judicial process issued from the Court of Justice in the month of February of that year. It is necessary here to observe, that on the 24th of the same month Mr. Burnett had executed, before the secretary of the district of Uitenhage, an assignment of all his property, including credits, in favour of the mercantile house at Cape Town that had made pecuniary advances to him.

Information having been received by this house respecting Mr. Burnett's credit in England that was not satisfactory, and the bills that he offered them in payment having been tendered for sale without success in Cape Town, they were induced to accept the assignment and mortgage of all his property of every description, which he was further empowered to occupy and retain for their benefit, transmitting to them an annual account of their proceeds. The instrument was executed before a notary of a neighbouring district, with a view to avoid the injurious effects that the notoriety of the transaction, if it had passed in his own district, would have produced.

In the meantime the action that Mr. Hart had instituted against him was proceeding; and as Mr. Burnett did not repair to Cape Town according to the summons, or employ an advocate there in his defence, sentence was pronounced against him on the 26th July 1821, by default, after four separate summonses had, according to the practice of the court, been duly served upon him by the messenger of

Report of Commissioners of Inquiry,  
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continued.

the district of Albany. It has been asserted by Mr. Burnett that these forms were conducted in the Dutch language, which he did not understand; but we have every reason to believe that they were accompanied by English translations, a practice that is observed in all cases where there are English parties; more especially as to every one of the summonses that were served by the messenger, Mr. Burnett invariably replied in English, and in a manner that proved his entire acquaintance with the nature of the proceedings. The sentence of condemnation of payment was transmitted by the sequestrator (the officer who executes writs) to his agent in the Albany District, on the 27th October 1821.

On being summoned to point out property in payment of this debt, Mr. Burnett produced before the landdrost of the district (the agent to the sequestrator) a notarial act of assignment of all his property to the firm of Messrs. Ebdon and Eaton, together with a power of attorney from them to act as their agent in the administration of the property. He further declared, that since the passing of this deed, no property of any description had become *bonâ fide* his, and that he had no property of which he could render an inventory.

Considering this declaration to be somewhat unusual, the sequestrator required that it should be confirmed by the oath of Mr. Burnett; a precaution that had been already taken by the agent. A similar declaration having been made by Mr. Burnett, in answer to another sentence that was issued against him, the sequestrator proceeded to advertise, in the Cape Town Gazette of April 1822, a notice to the creditors of Bishop Burnett to send in their claims in consequence of his insolvency.

In a conversation that took place between the sequestrator and the principal creditor of Mr. Burnett at Cape Town, on presenting the account of his claims, the former, having but an imperfect knowledge of the English language, seems to have mistaken a declaration of this creditor's wish to defer the sale of the property of Mr. Burnett, for an undertaking to arrange the payment of his debts, and under this belief despatched an order to his agent to suspend the proceedings against Mr. Burnett, and to call his creditors together, and submit to them the proposals he had made for the gradual payment of their claims. These proposals having been withdrawn by Mr. Burnett himself, and no satisfactory adjustment having been made with the sequestrator, his agent at Graham's Town, at the instance of Mr. Hart, (who contended that he was entitled to the possession of his farm) proceeded to a valuation of the improvements that Mr. Burnett had made upon it. The valuation was made by two persons appointed by the landdrost; but no other steps appear to have been adopted for Mr. Burnett's removal.

Both parties feeling dissatisfied with this state of things, Mr. Hart being disappointed in not being able to recover his debt, or the possession of his farm, and Mr. Burnett having been injured in his credit by the public declaration of his insolvency, addressed complaints to the government and to the Court of Justice, and brought actions against each other before the Court of Circuit in the year 1822, the first to cancel the lease and to eject the tenant on account of his insolvency; and the latter, to recover damages for illegally attempting to eject him, and for serving him with notice to quit.

In the first action Hart relied upon the declaration of Burnett's insolvency, and produced a gazette in proof of it; but Burnett having alleged that he had no opportunity of obtaining the documents necessary for his defence, and as the court found upon referring to the landdrost of the district that a correspondence was still open with the sequestrator upon the subject, resolved that the further consideration of the case should be postponed, and that time should be allowed to the defendant to disprove the allegation of insolvency.

The action of Burnett against Hart for illegally attempting to dispossess him was deferred by consent, and upon a suggestion from the court that the entry of the cause should be amended by making the sequestrator a party to the defence. It is alleged by Mr. Burnett that the commissioners of circuit in the year 1822, made a formal declaration of the irregularity of the proceedings of the sequestrator, but we do not find that any mention of such a declaration is entered upon the records of the court. It has been stated by a very competent witness that he heard one of the commissioners of the court declare that the proceedings were irregular for want of a schedule of the debts and credits; but even if this declaration had been so made, it would not have had the effect of superseding the act of the sequestrator,  
for

for the terms in which the postponement of the trial was granted implied a necessity of obtaining further evidence. We have referred to the commissioners of circuit upon this point, and find that although they differ in their recollection of what was said by one of them upon this occasion, yet they have finally concurred in thinking that the consideration of the question of insolvency was suspended and left open to future discussion; we cannot therefore concur in the assertion made and often repeated by Mr. Burnett, that his insolvency had been declared by the court in 1822 to be irregular or unjust.

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*continued.*

Mr. Burnett was thus enabled to retain the possession of the farm for another year, and he has asserted that he made a tender of the rent to the secretary of the district, but it is positively asserted by the secretary that Mr. Burnett only requested to know whether he would receive the rent, and upon his declining it as not being part of his duty, Mr. Burnett retired and did not repeat his request.

In the month of May, of the year 1823, Mr. Hart renewed his action of ejectment before the court of justice in Cape Town, but his claim was referred to the then ensuing commission of circuit that arrived in Graham's Town in the month of October. Previous to this period, cross-actions had been entered before the district clerk, amounting in number to nine, but which were reduced to six by the court with consent of the parties. The order in which it determined to hear them, was opposed by Burnett on the ground of its disturbing the arrangement he had made for his defence, which was framed upon an understanding that the priority that had been given to each cause by the district clerk would be observed in the hearing. The court however having considered that the causes that had been postponed from the former year ought to have precedence, resolved to proceed in the trial of the action of ejectment brought by Mr. Hart for recovering the possession of his farm, and for cancelling the lease under which it was held, intimating at the same time, that it would give no decision upon any of the causes until all had been heard.

In the action of ejectment, the plaintiff Hart relied upon the declaration of Burnett's insolvency; and now added for further ground of action, the breach of a condition in the nonpayment of rent for two years. The lease contained no positive terms for the payment of the rent, yet Mr. Hart contended that the words "annual payment of six hundred dollars" clearly implied that this sum was to be paid in every year. In support of this position he was permitted to exhibit a certificate of the notary by whom the lease was drawn, attesting that at the time of its execution an understanding prevailed between the parties that the payment of the rent should be annual. It was contended by the defendant Burnett, that the lease bore an opposite construction; that no rent was due until the expiration of the first three years; that it was optional with him to extend his occupation of the farm until the end of the following three. He offered no evidence, and the court at the termination of their session, decided that the plaintiff was entitled to enter on the possession of the farm, and condemned the defendant to quit it immediately.

In the next action that was tried, Mr. Bishop Burnett was plaintiff, and complained of the illegal warning that had been given him by Mr. Hart to quit the farm, and of an absolute order that he had received to leave it in the month of April of the current year. It was agreed to join to this case an action that he had entered for damages arising from these notices. Proof was given of the interruption of the labourers whom Mr. Burnett had employed in procuring bark and preparing charcoal in his own grant of land, in consequence of the receipt of the notices, and proof was also given of the profits that might have been derived from the sale of green forage, but dependent always upon the opportunities that might exist of disposing of it. The court rejected the plaintiff's claim for damages in consequence of the notice given by the defendant, who justified it by the public declaration of the plaintiff's insolvency; and of the expiration of the lease in the month of May 1823, and the court also condemned the plaintiff to pay the costs.

The action brought by Burnett against Mr. Hart, and the sequestrator, for damages arising from their having illegally conspired to eject him from the farm called Doorn Valley, and which had been deferred in the year 1822, was next heard. The plaintiff proved that an order had been given by the sequestrator to his agent at Graham's Town, dated 28th January 1822, stating that in consequence of the



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continued.

firm of Messrs. Edden and Eaton having declared that Mr. Bishop Burnett was not their agent, but that he was indebted to them in a considerable sum, he was further with to proceed in seizing and selling all his property. This order had been attempted to be enforced by the landdrost, but had been met by a protest of Mr. Burnett against it as illegal, and a declaration of his intention of retaining possession of the farm until compelled by actual force to quit it. On the part of one of the defendants, Hart, it was contended that no conspiracy was proved; that he had done no act in conjunction with the sequestrator; that he had repaired to Graham's Town in consequence of an order from the landdrost to take over the farm, and was there informed that in consequence of subsequent orders that proceeding was to be suspended, and a valuation of the improvements on the farm was to be made.

The same defendant further contended, for the legality of his proceeding against the plaintiff, who had attempted to defeat the claims of just creditors, by making over all his property to one individual, and had thus exposed himself to the consequences of a declared insolvency; one of which was the avoidance of the lease, and of all right to continue in possession of the farm. A memorial was submitted to the court on behalf of the sequestrator, that the lateness of the notice of trial precluded his attendance; and independent of this circumstance he contended that the plaintiff should have qualified himself to bring this action by first obtaining a *veniam agendi*, a form that is observed in the colonial courts whenever a public officer of rank is summoned. The court, in pursuance of a power given to them by a proclamation of the year 1813, referred the cause to the decision of the full court.

In an action for rent brought by Hart for the occupation of the farm, the sum of one thousand two hundred rix dollars was decreed to be paid to him by Burnett, together with interest, from the 25th May, the day on which the lease expired.

The next action was brought by Mr. Hart against Burnett, to recover damages for removing fruit trees from his farm, and for destroying two buildings that were standing upon it at the commencement of his lease, and the loss of the harvest of the current year, in consequence of the defendant having continued to occupy the farm beyond the expiration of it. After hearing the evidence the court rejected the claim for damages, but compensated the plaintiff by allowing him rent from the expiration of the lease on the 25th May 1823 to the period of the defendant quitting the farm in the month of October. The plaintiff, however, was condemned in the costs of the action.

The defence to these actions was made by Mr. Bishop Burnett in writing, and was permitted to be read to the court. It abounds in violent invective against the government, and some of the public functionaries; and some passages were considered to be so calumnious as to induce the commissioners of the Court of Circuit to transmit the document to the cognizance of the fiscal; but it does not appear that any prosecution was founded upon it.

When the trials were concluded the memorials of certain creditors of Bishop Burnett were heard, complaining of the delay in executing the sentences they had obtained against him; and, in one of them, a charge was made against Burnett of having committed acts that were in fraud of his creditors: the Court of Circuit ordered that Burnett should again be summoned to give an account of his property to satisfy the demands of his creditors, and that in failure thereof an inventory should forthwith be taken by the landdrost, and forwarded to the sequestrator. The charge of fraud that had been made against him was committed to the inquiry of the landdrost and heemraaden of the district.

Against all these decisions, except the last, Bishop Burnett entered appeals; but instead of prosecuting them before the High Court of Appeal, he transmitted a memorial to the Governor, charging the two commissioners of circuit with gross ignorance of their judicial duties, and with corruption, partiality and injustice.

Shortly after the proceedings had been concluded the sale of Burnett's property took place, and produced the sum of four thousand five hundred and fifty rix dollars, which was given for the grant of land that was conferred upon him by the acting Governor; a great part of the personal property had been disposed of by Burnett himself, between the period, in which the first inventory was made and the conclusion of the proceedings, by the commission of circuit. In the same interval, also, very heavy storms of rain had occurred, by which, the improvements that he had effected

effected upon the farm, and in the garden of Mr. Hart, had suffered great injury; and one of the houses that had been injudiciously placed near the course of the river, was destroyed.

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We have been induced to enter thus minutely into the circumstances of these proceedings, as Mr. Burnett has made them the principal ground of his complaint, both in this colony and in England, and the pretext for a very violent representation to the Governor, for which he was called upon to answer criminally before the Court of Justice. In his first complaint, he adverted to the vindictive spirit by which Mr. Hart was actuated in compelling payment of his claim for nine hundred six dollars, and his attempt to appropriate to himself the improvements he had made, and was making, upon his farm. If it were necessary to seek a justification of this proceeding on the part of Hart, it might, we think, be naturally found in the very questionable transaction that has in fact, as well as in law, been the cause of all Mr. Burnett's difficulties. After his drafts upon England had been publicly declined at Cape Town, and after he had incurred debts to two individuals for the means of cultivating his land, he made an assignment of all his property for the purpose of securing a particular creditor, and avowedly for that of defeating the just claims of others. He further states, that an attempt was made by Mr. Hart to obtain possession of the land contiguous to his farm that had been granted to him by the government, and has complained of the injustice of making it liable to execution, when the grants of other settlers were not liable until the expiration of three years, at which time they were to receive their titles. Mr. Burnett forgets, however, to state, that he received the title to his grant at the expiration of the first year, at the solicitation of the creditor to whom he very soon after assigned it for the twofold purpose of enabling him to give security for the advances that had been made to him, and to protect the property from the claims of others; he justified this proceeding, we observe, by a reference to the preferential nature of the debt, in which we can by no means concur. The debts for which he was pressed by Mr. Hart, and another creditor, arose from the supplies of cattle and stock, by which he was enabled to cultivate his farm, while the debt of the commercial firm consisted partly of a pecuniary advance made to Mr. Burnett on his arrival in the colony; of furniture for his house, and of a certain quantity of tea, which was evidently intended for the purpose of retail or commercial profit in the district.

Mr. Burnett alleges that he had expended the very considerable sum of twenty thousand six dollars upon the farm of Mr. Hart, and that it was an act of great injustice in him to attempt to appropriate such a sum to himself; but it is necessary to observe, that the improvements that were made by Mr. Burnett were not such as to increase the value of the farm in the opinion of a practical settler, nor were they made with the knowledge and consent of Mr. Hart the landlord. The rustic lodge that he built was a fanciful structure, and the garden was laid out more with a view to embellishment than to profitable cultivation. The number of fruit-trees, however, was greatly augmented, and some pains were taken to select the best kinds.

Much stress is laid by Mr. Burnett upon the incompetence of the persons who were appointed by the landdrost of the district to appraise the improvements; one of them we find was a builder, and the other was the yeld cornet of the district, and persons who, from their habits, might be considered competent to appraise the value of the ordinary buildings and agricultural improvements in the district.

Upon a review of the evidence that was given respecting the value of these improvements before the Court of Circuit, and allowing for the novelty of some of them, we do not conceive that the sum of one thousand three hundred and fifteen six dollars, fixed by the appraisers, was too low an estimate.

We have had occasion to advert to the declaration that was made upon oath by Mr. Burnett, before the agent of the sequestrator, of his possessing no property, and of having assigned it to a mercantile house in Cape Town for their benefit. It appears to us that much of his embarrassment is attributable to these acts. They, in the first place, furnished a just ground, in the absence of any explanation by which they could be palliated or justified towards other creditors, for a declaration of insolvency, and we do not find that either in the first trial that took place during the circuit of the year 1822, or during those that occurred in 1823, any evidence was offered by Mr. Burnett to negative or disprove that fact.

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On the first occasion the trial was postponed to give him time to procure evidence respecting it; but on the second he never offered any that tended to show that the property that he had been allowed to hold was sufficient to discharge the debts that were brought against him, or that his creditors were willing to accept terms, or enter into arrangements for future payment. He loudly complained of the infraction by Mr. Hart of the terms of the lease, in demanding payment of the rent before it was due; but upon this point he had nothing to oppose to the strong facts of having paid the rent for the first year, and having made a delusive tender of it for the second; nor to the equitable construction of the lease in which the farm is described to "be let for the space of three years certain, at the rate of six hundred rix dollars per annum;" nor yet to the certificate of the notary, who drew up the deed, that the parties had fully agreed, and understood that the payment of the rent should be annual.

If any doubt had remained upon our minds respecting that fact, it would have been removed by perusing the contents of a letter, addressed by Mr. Burnett to his commercial friend in Cape Town, dated 2d March 1821, in which he expresses his hope that remittances from England, or his sales of green forage, will enable him to discharge Mr. Hart's demand for nine hundred rix dollars, "as well as his rent, *due the end of May.*" With this evidence before them, it cannot be matter of surprise that the commissioners of the Court of Circuit should have held that the notice of the ejectment was legally given; that the lease was cancelled for the nonpayment of rent, and that Mr. Hart was entitled to be put into immediate possession.

Mr. Burnett has also complained of the conduct of the sequestrator, both in publishing his insolvency, and in suspending the proceedings after it had been declared; and he has imputed the last of these acts to some sinister influence of a person whom he does not name. From the best view we have been able to take of the order of suspension that was issued by the sequestrator, we are led to believe that it arose out of his mistake of the intentions of Messrs. Ebden & Eaton with regard to Mr. Burnett, and his imperfect knowledge of the language in which they were conveyed, and further from not having given clear instructions to his agents at Graham's Town. It is attributable also to certain defects in the constitution of the sequestrator's office, and the mode in which the business of it was conducted.

It remains for us to consider the vehement accusations that Mr. Burnett has brought forward against the commissioners of the Court of Circuit in the year 1823. We have already had occasion to notice the arrangement that was made by these gentlemen respecting the priority in which the several causes should be taken, and the reduction that was proposed in the number of them, and acquiesced in by the parties. They gave precedence to the action that had been postponed at the circuit of the former year, both on account of its importance to the parties themselves, as well as of that which it derived from having been made the subject of special reference to them by the Court of Justice, before whom it had been brought in the month of May preceding.

Mr. Burnett alleges that it was the duty of the commissioners to have decided at once upon the question of his insolvency. This point was certainly at issue in the year 1822, when the action of ejectment was brought by Mr. Hart, and when time was given to Mr. Burnett to disprove it; but during the interval that had elapsed between the circuit of 1822 and 1823, more than two years rent had become due; Mr. Hart was allowed to add this claim to his former grounds of action; the court was of opinion that the payment of rent was annual and not triennial, and the action and sentence of ejectment was maintained upon this ground, although no declaration to that effect appears in the sentence. We should not, indeed, have ventured to assert the grounds of this decision, if we had not been able to collect them from a subsequent explanation afforded us by one of the commissioners, who has declared that it was the opinion of the Court of Circuit that the question of insolvency could not be fairly tried unless the sequestrator was made a party. By a colonial law of rather recent date this officer combines the executive duties that in England are performed by the sheriff, with those of conservator and judge of bankrupt and insolvent estates. An indefinite kind of appeal is allowed against his decisions to the Court of Justice, where they do not appear to receive that prompt consideration which the nature of such references require. In this case, however, instead of  
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addressing himself to the Court of Justice against the declaration of insolvency of which he so much complained, Mr. Burnett transmitted a memorial to the Governor, by whom it was referred to the landdrost and agent of the sequestrator in the Albany district, as well as to the sequestrator himself for explanation. The Court of Justice therefore was never in possession of the question of insolvency until the action above mentioned had been referred to their cognizance by the commission of circuit.

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It is necessary to observe, that as no professional assistance is to be obtained in the several districts of the colony, the proceedings of the Court of Circuit are not conducted with the regularity that is desirable, and that parties frequently suffer from their ignorance of the forms, which however, are in themselves exceedingly simple and intelligible. On the present occasion the parties conducted their own causes, and Mr. Burnett delivered a written defence, in the course of which he indulged in a strain of virulent abuse of Mr. Hart, which the court found it difficult to check. The interrogation of the witnesses appears to have been irregular; and although every opportunity seems to have been given by the commissioners of circuit for the investigation of the grounds of action, and of defence, a studious silence and reserve of their opinion is, however, observable upon the question of insolvency, which was undoubtedly mixed up with the others, notwithstanding the references that they subsequently made of it to the full court. Appeals were entered by Mr. Burnett to the court of the Governor, against all the decisions, at the same time that the agent of the sequestrator was instructed by the president of the Court of Justice, and after communication with the Court of Appeals, to proceed to the execution of the sentence of ejection, and the sale of Mr. Bishop Burnett's property, in satisfaction of the other sentences that had been obtained against him, and which had been long delayed.

It was found that the personal property had been much diminished, and certain articles of merchandize that had been sent by Mr. Burnett to Cape Town for sale, were arrested by the sequestrator in the hands of the consignee, and the proceeds were added to the estate for the benefit of the creditors.

From the account that has been rendered by the sequestrator, it appears that the assets, after the deduction of the costs and duties payable to government, amount to 4,431½ rix dollars; and that after the payments of the preferent debts there will be a deficiency of 7,061 rix dollars.

We have already had the honour to state, that the decision upon the action brought by Mr. Burnett against the sequestrator and Mr. Hart for conspiring unlawfully to eject him from the farm, was referred by the commissioners of circuit in the year 1823 to the consideration of the full court. The tenor of a very recent communication from the president and members does not enable us to state in direct terms the nature of their decision, but from the evidence that has been submitted to them, and that is to be found in the proceedings, we have no reason to doubt that the charge of conspiracy either will be or has been dismissed. The investigation that was ordered to be made into the charge against Mr. Burnett, of fraud against his creditors, was returned to the Court of Justice some time ago, but the consideration of it has been ordered to be postponed until the liquidation of the estate by the sequestrator has been effected.

We think that this system of perpetual reference and delay is much to be regretted, although the decision of the question of fraud will not materially affect the scheme of distribution of the proceeds of the estate, that has been submitted by the sequestrator to the creditors, and is now waiting the result of another tedious reference to the Court of Justice.

With reference to the pecuniary resources that Mr. Burnett might have possessed, or to his ultimate hope of being able to extricate himself from embarrassment, we think it is clear that his sole dependence, either for the means of reimbursing the advances that had been made, or for payment of the debts that he had incurred, was the annual produce of his farm. To the failure of the harvest in 1820 he imputes his incapacity to discharge the debt of Mr. Hart, and his disappointment in the amount of the produce that he had estimated at seven thousand rix dollars. He speculated at the same time on the purchase of Mr. Hart's farm, when he had no means of effecting it, and was making preparations for establishing a distillery of

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spirits from the fruit of trees that he had planted, without any reasonable assurance of becoming the future owner of the land upon which they grew.

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Respecting the question of insolvency, which Mr. Burnett has always made a prominent one, (and there can be little doubt that the publication of it, as well as the notoriety of the action brought against him by Mr. Hart, had a fatal influence upon his credit in the district,) we are unable to discover the grounds upon which it could be impeached or set aside. The speculative value of his own grant, or the contingent interest that he claimed in Mr. Hart's farm, could not be taken into calculation by the sequestrator as affording a satisfactory means of adjusting the pressing claims of creditors.

If the farm had been given up by Burnett when possession was demanded, in the year 1822, his creditors would have had the benefit of the improvements that had been made upon it, but he persisted in holding it until the end of the year 1823, when their value had been entirely destroyed, and much of what had been constructed in wood had been removed by himself.

From the impression that we have received from the evidence and statements laid before us, we have been led to consider that the injury and loss of which he complains, were imputable to his too sanguine reliance upon sources of credit that proved to be precarious, to the bad calculations he had made of the produce of agricultural labour in the district in which he settled, and to a want of economy in conducting it.

The judicial proceedings of which he complains have certainly furnished us with grounds for proposing future improvements in the several branches of the judicial administration, and although we find that they are marked with the same defects of uncertainty and delay that we had occasion to observe in other cases that have been brought before us, yet we are not prepared to say, that under a more perfect administration of the laws the result to Mr. Burnett would have been different; while on the other hand, we are firmly convinced that the proceedings furnish no grounds whatever for the charges that he has made of injustice, partiality or corruption.

Mr. Burnett has endeavoured to connect with these proceedings the refusal of Lieutenant Colonel Somerset to allow him a certificate of the receipt of a certain quantity of grass that he alleged to have been cut from his estate for the use of the Cape Cavalry; we do not find that this circumstance has any direct connection with the judicial proceedings; for, although we observe that Mr. Burnett has alleged to your Lordship that he mentioned his claim upon the commissariat department for payment of this grass to the landdrost and agent of the sequestrator, as a means of discharging his debt to Mr. Hart, and that he protested against the landdrost's refusal to receive it, yet we find that this assertion is positively contradicted by the landdrost; and we think it extraordinary, that when Mr. Burnett was required to declare upon oath what property he possessed that was applicable to the payment of the debts that were judicially demanded, he should not at the same time have made an exception of this claim upon the commissariat department, which, if admitted, and certified to be just, would have enabled him to relieve himself in some degree from his embarrassments.

Mr. Burnett has contended that the foraging parties of the Cape Cavalry cut from his estate, at different times, quantities of grass, amounting in value to the sum of 1,280 rix dollars; and that although he has frequently applied to the proper authorities, he has never been able to obtain an authentic receipt or certificate, by which alone he could obtain payment from the Commissariat Department. In the year 1821, he brought an action for the purpose of compelling the officer then in command of the cavalry, to deliver to him a certificate for two hundred and fifty-six loads of grass. Upon previous application the officer had declared, that although he found that grass had been taken from Mr. Burnett's land contrary to his strict injunctions, yet, after the strictest inquiry, he could only find that forty-four loads had been taken, and for these Mr. Burnett received the sum of 220 rix dollars in payment. It appears that this grass had been taken at a period in which the landmarks of his grant had not been fixed, and the foraging parties had not observed the boundaries that divided it from a tract of government land to which they were accustomed to resort for grass. The court, not deeming the officer responsible for  
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any quantity that had been taken subsequent to the period of his command, relieved him from the claim, but reserved to the plaintiff Burnett the right of instituting his action against such other persons as in law were liable. Mr. Burnett then made application to Lieutenant-Colonel Somerset for a certificate of the quantity of grass that had been taken during his command. It is admitted by Lieutenant-Colonel Somerset that he gave a promise to Mr. Burnett that he should obtain a receipt for such quantity of grass as appeared by the regimental books to have been received. On Lieutenant-Colonel Somerset's departure, this inquiry was left to the care of the officer who succeeded him, and who, when called upon, excused himself from responsibility for any quantity of grass that was cut after he ceased to be in command. Mr. Burnett was thus left to his remedy against Lieutenant-Colonel Somerset, to whom he more than once made application, both personally and through another person, who overtook him on his road from Graham's Town to Uitenhage. We observe that Colonel Somerset has not alluded to this interview, nor has he pointedly contradicted the assertion that he promised to give the certificate. We think it most probable, that any promise that he did give was conditional; but on the other hand, it is much to be regretted that a claim of this nature had not been immediately brought to decision by some more formal and satisfactory mode of investigation than that which he had assigned to it. The complaint was preferred to the acting Governor, Sir Rufane Donkin, who declined to interfere in it, or order payment of any military account without a proper certificate; and it was preferred, at a later period, to his Excellency Lord Charles Somerset, who in an interview that is correctly described by Mr. Burnett, promised to use his best exertions in his behalf. The result of this interview was a proposal to submit the investigation of the claim to a regimental board of officers, which Mr. Burnett declined, and the question remains still subject to dispute. The discussion of it has given occasion to Mr. Burnett to notice in strong terms the mode in which the green forage was supplied to the Cape Cavalry, and the unjust and partial exclusion of himself and others from a share in the supply.

The quantity of green barley and oats grown by persons who, from their contiguity to Graham's Town, could advantageously dispose of it, was very small, and in the year 1820 much below the regimental demand. Until a late period it had not been usual to give notices of the quantity required, but those persons who had any to offer tendered it to the officer of the commissariat department, who kept in his office a list of the names of the suppliers, and the days upon which the grass would be ready for cutting. The quarter master of the regiment received his instructions from the officer of the commissariat department to take his forage from the suppliers according to the rotation in which they stood in the list; and if it happened, that the oats or barley of any individual grower were not sufficiently, or too much, matured, the crop of the person next in rotation was taken. With the exception of Mr. Burnett, no complaint was made to us during our stay at Graham's Town of undue preference shown by the commissariat department; and it appears upon the explanation furnished by Lieutenant-Colonel Somerset, as well as by a letter of Mr. Burnett, addressed to his correspondents in Cape Town, that his disappointments, in furnishing the expected supply, although caused by Lieutenant-Colonel Somerset, was not intentional on his part, and that it principally arose from the badness and scattered state of his crop, and the difficulty that was experienced in cutting and gathering it. For the quantity that he proved to have delivered, he received from the commissariat department the sum of 435. 7. 4. rix-dollars. To a person who had rated his annual profits upon the production of this article alone at ten thousand rix-dollars, and had expended a considerable degree of labour in cultivation, the competition of several individuals who were enabled to avail themselves of the momentary demands which the failure of their neighbours had created, was a serious impediment; we believe that nearly two-thirds of the quantity of green forage consumed by the Cape Cavalry were furnished by the officers of the regiment, to whom it had been customary, in consideration of the very insufficient accommodation that the barracks afforded, to allot small pieces of ground in the immediate vicinity, for the purpose of enabling them to build cottages and houses according to their means, and which they have been allowed on their retirement to transfer to other officers who succeeded to them. This indulgence was extended to officers of other corps who were stationed at Graham's Town at different times, and had received local appointments.

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It is to be remembered, that Graham's Town had originally been selected as a military station in the year 1814, for the force appointed to defend the frontier, and that the accommodation of the troops had therefore been a primary object; but it must be admitted to have considerably impaired the quantity of disposable land that might have been appropriated gratuitously by the government to the settlers, or to mechanics who were desirous of establishing themselves in the town, after it had been fixed upon as the seat of magistracy of the new district.

It is also to be observed, that as the officers had a priority of selection they secured the best situations in the town, and the government has been on more than one occasion reduced to the necessity of purchasing from them an accommodation for public purposes, which a greater degree of caution would have enabled it to command. We had occasion to observe also, that allotments near Graham's Town had been conceded to military officers who had held temporary commands in the district, as well as to others, without any condition or stipulation for their occupation or improvement. In case of their being uninclosed and cultivated, they form a great temptation to the trespasses of the town herds, occasioning a tax upon the inhabitants for the damage sustained by each trespass; and in some instances they are retained by the grantees in an unoccupied and unimproved state, until the increase of population shall have augmented their value.

The situation of the land near Graham's Town that was granted to Lieutenant-Colonel Somerset, we observe, has been adverted to by Mr. Burnett. This land has been built on and enclosed; but we cannot omit to express the strong sense that we entertain of the inexpediency of conceding lands contiguous to the towns, and possessing the advantages that are peculiar to this grant, in the temporary accommodation that it affords in pasturage and water for the cattle of the boors who frequent the market, and which, under the name of "Uitspan," is ordered by several instructions to be held in perpetual reserve, as indispensable to the public convenience.

The establishment of the Somerset Farm, and its immediate connection with the commissariat supplies that is noticed by Mr. Burnett, had been a source of perpetual dissatisfaction to the English settlers, from their location in the district of Albany in the year 1819, while the manner in which the purchases were made by the superintendent deprived them of the advantages of disposing of the very small surplus that the effect of the blight and depredation had left to them, under the system of open tender, by which the supplies to government are usually purchased. The establishment of this farm, in the year 1814, originated in the disappointments that were experienced by the different detachments of the military force stationed on the frontier in receiving their supplies, and in the objectionable manner in which they were made.

From the representations of an individual who had given some attention to the state of the frontier district, an expectation was entertained, that by the establishment of a farm in an advantageous position, under the control and support of the colonial government, means might be devised of obviating disappointment to the troops, by the timely formation of a depôt for grain and animal food, to which also the farmers of the frontier district would be glad to contribute by the sale of their stock and produce; and it was hoped, that by the progressive cultivation of land and rearing of stock, the farm would enable the colonial government to relieve the British Treasury of all expense in the subsistence of the troops employed in the defence of the frontier.

As the interests of certain individuals who had shared in the former defective system of supply were found to be opposed to the success of this establishment, it was deemed necessary to give it the benefit of all the protection and support that the government could afford. We accordingly find that an order was issued by the commander of the forces, dated 3d October 1816, announcing, "That the government had taken upon itself the supply of the troops on the frontier districts from its own farm, as far as its resources would allow, and declaring that his Excellency was determined to visit with the severest penalties any person who should presume to throw obstacles in the way of the government agent in furnishing the supplies, or who should not be found ready to lend the most effectual aid to a measure of such importance to the troops and the colony."

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With a view to facilitate purchases from the farmers, and at the same time to provide for their demand for articles of consumption that they with difficulty procured at that period, by indirect means from Cape Town, the agent of the farm there was authorized to make purchases of goods, which were disposed of at the farm in barter for cattle and corn, or were paid away in the shape of wages to labourers.

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An advantageous position was chosen in the north-western boundary of the district, that was then called Uitenhage, and some expense was incurred in the erection of buildings, the collection of agricultural implements, and the clearing of land for tillage. The combination of these advantages enabled the colonial government to aid the supply of the troops on the frontier, and to render it more independent of accident, but not to supersede the necessity of a commissariat establishment. While the Somerset Farm had to contend with the disastrous visitations of blight, with which the agricultural establishments in the country were affected, the assistance of the commissariat department was resorted to for supplies of grain in times of scarcity, which were sold by them to the farm at cost price, and conveyed in the colonial vessels from Cape Town to Algoa Bay. The superintendent, therefore, acted as purveyor of a certain portion of the military supplies, at rates and prices that were fixed by the commander of the forces, while the colonial government was enabled to combine the profit of the contractor with greater regularity of supply than had been experienced from the intervention of such persons, but without the security against failures that the usual conditions of a contract afford.

The price of the rations delivered by the Somerset Farm to the commissariat department was fixed in the year 1818, by the commander of the forces, at thirteen stivers and four-fifths, (6d. sterling), but was afterwards regulated by the average rate of the contracts for which the supplies that were not furnished by the farm had been taken, varying from sixteen and a half stivers to eighteen and one-fifth stivers per ration. From the month of June 1820 to the same period in 1821, the supply of five stations, that had been taken, by contractors at an average of eighteen and one-fifth stivers per ration, was abandoned by them after notice in April 1821, and new contracts were entered into for the remainder of the year, (not exceeding two months), at an average of twenty-three and one-sixth stivers per ration. This is the period selected by Mr. Burnett, in his petition to the House of Commons, in which he states that he should have been glad to have furnished the rations at ten stivers. We conceive that this assertion is sufficiently refuted by the fact we have just stated, of the abandonment of so many contracts, and the formation of the only one that was subsequently made at a much higher rate than that which Mr. Burnett has specified, a reference also to the very high prices of wheat, and the difficulty of procuring it at the same period, negative the probability of any contract being successfully executed for the supply of the frontier districts at ten stivers. From the month of June 1821 to the month of December 1822, the Somerset Farm was paid for the rations it supplied at the rate of nineteen stivers; and for the next six months ending July 1823, the price of the only contract that then existed being reduced to thirteen stivers, a corresponding reduction took place in the rate of charge made to the commissariat department by the farm, amounting to thirteen stivers; but as it appeared to the commander of the forces to be unjust to regulate the price of supplies made on the detached and distant stations by the Somerset Farm, by that of the supplies procured in a place (Algoa Bay) that possessed peculiar facilities, and at which consequently the rate of contract was always lower than any where else, an order was issued by which the commissariat department was directed to be charged for rations supplied by the government farm, from the period commencing 25th December 1822 and ending July 1823, at nineteen stivers, being the prices at which they were paid for in the preceding year. On the application of the officer who succeeded to the commissariat department in July 1823, the supply of the European troops was allowed to be opened to public tender and contract for the year 1824, and which was effected at the rate of thirteen stivers per ration at Graham's Town, and eighteen stivers at the advanced posts. Until September 1824 the Somerset Farm continued to ration the Cape Corps; but during the present year the native as well as the European troops upon the frontier have been supplied by open tender; and such has been the combined effect of the measure, and of the increased resources of the district, that the whole military force is now supplied with rations at *fourpence-farthing* sterling,



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*sterling*, being a fraction more than two-thirds of the deduction of sixpence that is made on that account from the daily pay of the soldier.

From a reference to the accounts of the Somerset Farm, it appears that very considerable balances have accrued in favour of the colonial government, from the supplies that it made through this establishment to the commissariat department. These balances have amounted, in the period commencing 30th August 1816 and ending 31st December 1824, to the sum of 442,631 rix dollars; and they may with propriety be attributed to the economical system upon which the purchases were conducted, the low rate of wages for which the labour on the farm was procured, and to the prices that were ordered to be paid for the supplies.

We are not aware that the advantageous circumstances under which these supplies were made were directly brought to the knowledge of the Lords Commissioners of the Treasury until the month of July 1823, although the additional trouble and expense that the system occasioned, and the authority under which the prices were charged and paid for the rations by the British Government, had been made the subject of incidental communication. The deliveries are stated to have been made in a satisfactory manner by the superintendent of the Somerset Farm, upon a very extended line of frontier; but we have not been able to ascertain that any saving was occasioned to the British Government, or any greater degree of facility in the supply, than might have been fairly expected from an ordinary degree of attention paid by the officers of the commissariat department. On the other hand, as the resources of the frontier districts began to expand, and a competition for the supply of carriage had been established in the course of the third year after the arrival of the British emigrants on the eastern coast; and as the continuance of the Somerset Farm was observed to operate unfavourably to their interests, it was with satisfaction that we learnt the decision of this government to put an end to the establishment, to dispose of the stock and materials, and to convert the house of the superintendent into a residence for the landdrost, secretary, and district clerk of the new district of Somerset, that was formed out of a certain portion of those of "Graff Reynet" and "Albany." The arable lands were laid out in allotments, and have been sold advantageously at long credits.

Upon examining the accounts of the Somerset Farm, our attention was directed to the considerable amount of the sums that had been remitted by the superintendent to Cape Town. In the early periods of the establishment; viz. from 1814 to 1818, the accounts, after giving credit for the proceeds of every thing that was sold, exhibit balances against the colonial government; but from the month of July 1819 to the end of the year 1824, in the course of which the number of rations issued to the army as well as to the settlers had greatly increased, the annual balances were considerably in its favour. Remittances were made by the superintendent of the farm to the colonial secretary, and were either placed to the credit of the land revenue, or to that of the Somerset Farm account that was kept at the Discount Bank. From the 25th January 1820 to the 27th February 1821, the period in which the government was administered by Sir Rufane Donkin, the sum of one hundred and eighty-five thousand rix dollars was carried to the credit of the land revenue, and blended in the public accounts with other sources. We do not, however, find that the colonial auditor has ever noticed in his annual reports, either the augmentation that was thus made to the general revenue, or the causes of it; but he attributed the diminution of the land revenue that took place in the year 1820, to the effect of the general blight that produced a failure in the crops. The sum of one hundred and sixty-seven thousand and thirty-six rix dollars was expended partly in the payment of articles for the use of the farm, and merchandize, in discharge of part of a debt due by the farm to the commissariat department on account of supplies, and in the purchase of a stallion. The sum of ninety-five thousand and eighty rix dollars was expended in the construction of barracks at Graham's Town; of a custom-house and store for the reception of goods at the mouth of the river Kowie, and in payment of a quantity of wheat that was sent to the Albany district, in a period of scarcity for the use of the settlers; although we see no objection to the appropriation that has thus been made of the several sums that were placed at the disposal of the colonial government, yet we cannot

cannot help observing that the sources from which they arose do not seem to have been sufficiently explained to His Majesty's Government; and that for such portions as were placed to the credit of the Somerset Farm account at the Discount Bank, the mode of drawing that was adopted by means of drafts of the town agent, countersigned by the colonial secretary, was utterly at variance with the instructions of the Lords of the Treasury, under which, all payments out of the colonial revenues are required to be regulated and made by the warrant of the Governor alone.

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*continued.*

The manner, as well as the periods in which the officers of the commissariat department drew their bills upon the British treasury, previous to the introduction of the late regulation, by which the rate of exchange of bills drawn upon the British treasury is fixed, has been a subject of observation by Mr. Burnett; and he has stated that they were made subservient to the interests of the Governor, who was thus enabled to avail himself of the most advantageous opportunities that the fluctuations of exchange presented, both in the operations of drawing for money on England, or of remitting it.

It has been stated to us by the gentleman who was at the head of the commissariat department from the year 1815 to the month of April 1823, that after an estimate of the money required for the public service had been made out (generally in every month), and afterwards approved by the commander of the forces, an advertisement for the amount required either in specie or colonial currency was inserted in the gazette, to be paid in bills drawn upon the Lords of the Treasury, and for which tenders were required; these tenders were for some time opened in the presence of the commander of the forces; but by a later order of the Lords Commissioners of the Treasury, they were opened in the presence of the officer at the head of the commissariat department, and the commissary of accounts. A schedule of the tenders was then made, and accompanied by a report of the officers of the department, was submitted to the commander of the forces for his approval.

It is further stated by the same officer that the highest tenders were always accepted, but that he invariably found a disposition on the part of Lord Charles Somerset to resist the combinations that he alleged to have been frequently attempted, by the most opulent and influential members of the commercial community, to raise the price of specie, or to obtain an influence over the disposal of bills in the market.

As the rate at which the salaries of those of the civil servants who were paid in sterling was regulated by the average amount of the tenders that had been made to the commissary during each preceding quarter, it has been the subject of frequent observation that the interests of this class of the colonial servants, at the head of whom was the Governor, would naturally dispose them in favour of a system that was calculated to afford the highest rate of conversion for their salaries in colonial currency, and that no measures of an opposite tendency were likely to be adopted by them, however important to the interests of the colony. Mr. Burnett, however, has gone a step further, and has insinuated that the fluctuations that have taken place in the rates of exchange have alternated with the personal interest and convenience of the Governor, both at periods of drawing or remitting.

Without denying the existence of an interested motive in the civil servants for keeping up the rate of exchange at which their salaries were paid, yet we do not admit that the Governor, in his capacity of commander of the forces, would have been justified in opposing himself to the very systematic vigilance that was shown by the officer at the head of the commissariat department in obtaining the highest rate of premium for the bills that he drew upon the British treasury.

We have not found that the Governor ever sanctioned the application of any pecuniary influence of the Lombard Bank, or restricted its accommodations with a view to raise the competition for bills at the approach of the periods for drawing. It has been with truth observed by the resident of the bank, that as its accommodations depended solely upon the amount of the commercial deposits, the former necessarily became liable to restriction at a period when the deposits were required by the merchants for the purchase of bills.

It appears that in aid of the public service, the commissariat officer was in the habit from time to time of claiming payment of debts due by the colonial government;

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continued.

ment; and at different periods, especially during the last three years, considerable sums have been received; but at no period were these payments made under circumstances that justify any suspicion of an attempt to raise the premium on bills by diminishing their number; on the other hand, we have not been able to trace the occasional depressions that may have taken place in the rates of exchange to the exertion of any personal interest in the Governor, or to the use of any power, or the adoption of any measures by which such an effect could be produced. Upon the general question, we have already had occasion to express our regret that efficacious measures for repressing the progress of the evils of a depreciated currency had not been resorted to at an early period by the colonial government.

The grievance with which Mr. Burnett concludes his statement, relates to the criminal prosecution that was instituted against him by the fiscal for addressing a memorial to the Governor, in which he charged the commissioners of circuit who tried his causes at Graham's Town in the year 1823, with gross ignorance of their duty, injustice, oppression and corruption. A translation of the proceedings is annexed, and we find that the memorial in which these charges were made was transmitted by the secretary to government to the fiscal, with a direction to him to prosecute Mr. Bishop Burnett for his libellous attack upon the character of the two commissioners, Messrs. Truter and Borchers. The prosecution was delayed for some time on account of the distance of the district of Albany from the seat of judicature at Cape Town; the illness of Mr. Burnett after his arrival, and the application that he made for the attendance of a witness, and copies and translations of the proceedings of the Court of Circuit.

He complained that his applications to the secretary of the Court of Justice had not been attended to; and it appears that under the expiration of his arrival in Cape Town, an immediate answer was not sent, and the copies were not undertaken until he had made two applications through the secretary of the Court of Justice, who gave orders that they should be made for him, provided he would point out the documents that he required. While the copies and translations were in course of preparation, he stated to the commissioners of the Court of Justice, that if they were ready to pronounce sentence upon the case as it stood, he was prepared to receive it, and would dispense with the copies that he had required.

The commissioners declined to give any pledge as to the course they would pursue at the trial, and Bishop Burnett declared that he was ready to appear before them, and to receive judgment. Notwithstanding this declaration, he prayed for further time, until the copies should be executed; and without making further complaint of not having received them, he declared his willingness to appear on the day that was ultimately fixed by the court. We find that the translations were delivered to him before that day, and that they were in his possession during his attendance.

An admission having been made by Mr. Burnett of his having composed and sent the memorial to the Governor, the fiscal addressed to the court some observations upon the nature of the offence that was stated in the act of accusation, in which Mr. Burnett was charged with maliciously intending to expose to public contempt, the judicial dignity of the commissioners of circuit, and with having defamed them, by publishing and presenting a certain libellous writing in the form of a memorial, addressed to his Excellency the Governor of this colony, praying that he would order a revision by the Court of Justice of the proceedings held before the commission of circuit, and accusing the two members of prejudice, partiality and a corrupt violation of the laws, and declaring that they had been guilty of manifest injustice, and a wanton assassination of his character, tending to prejudice the causes wherein he was appellant, and to forestal a corresponding judgment; and that he had further declared the proceeding against him to be one of flagrant injustice, of legal error and perversion of extra-judicial procedure, of scandalous oppression and intolerable persecution.

The fiscal stated to the court that the prosecution was founded upon the Roman law, which, as subsidiary to the Dutch law and to local regulations, he contended was the rule by which the courts of the colony were bound, and had been accustomed to proceed both in civil and criminal cases. He denied the right of Mr. Burnett, to appeal to English authority upon this charge, or that of being tried by any other law than that which was in existence at the period of the last surrender of

of the colony to the British arms, or had since received the sanction of the British Government. He then quoted the 45th and 47th laws of the 10th title and 47th book of the Pandects, in the first of which it is declared, that any person who shall have attacked the reputation of another in a writing delivered to the chief of the government, shall be liable to be prosecuted for the crime of "injuria scripta;" and in the second, where extraordinary punishments are declared to be annexed to this offence, varied according to the condition and motive of the criminal, and in which that of temporary banishment is included.

Report of Commissioners of Inquiry,  
7 Dec. 1825.

continued.

He closed his address to the court with a claim for its sentence and condemnation of Mr. Burnett to banishment from the colony for the space of five years, and imprisonment in a place of security until an opportunity offered for carrying the sentence into execution.

Mr. Burnett in his defence denied the application of the principles and enactments of the Roman law to the charge that was made against him, and appealed to certain decisions of the English courts, by which it had been determined that memorials addressed to the king or parliament, complaining of injustice or oppression, and praying for redress, are not punishable as libels. He declined entering upon any discussion of the judicial treatment he had experienced from the judges or from the government, as he conceived that such a course would only expose him to further prosecution, and to more severe punishment.

The court in its sentence declared him to be guilty of an open violation of the laws, tending to disturb the internal tranquillity of the colony, and to lessen the dignity and power of the judicial authorities. It therefore condemned him to be banished from the colony for five years, on pain of more severe punishment in case of his return, and to be confined in some secure place until an opportunity should occur of his being sent away."

Referring to the former proceedings of the colonial courts, as well as to the positive enactments contained in proclamations of the Dutch governors, no doubt we think can be entertained of the authority upon which this prosecution was founded.

It has been frequently declared that the colonial courts were to be guided by local proclamations; by such of the Batavian statutes as were received and promulgated in the colony, and by the laws of the several states of Holland, explained by the Roman law, to which appeal was to be made where the former laws are silent, inapplicable or obscure. The fiscal has stated to us that he was not able to find any enactment in the Dutch or Batavian statutes, or yet in the local proclamations that was directly applicable to the case. The laws of the United States of Holland and Flanders were founded upon the Roman law, and these systems in combination have received the appellation of the Roman-Dutch law, and form the subject of a treatise composed by a learned civilian of Holland that has been translated into the English language, and under the auspices of your Lordship, has been introduced as authority into the tribunals of those colonies that have been added to the British dominions, and in which the Dutch laws have been retained.

We believe that the British settlers, with whom Mr. Burnett emigrated to this colony, were duly informed before their departure from England of the nature of the laws by which their conduct was to be regulated in it; and we are not aware that the right that Mr. Burnett claimed on his own behalf, and that of the other emigrants, of being tried by the British laws, has been conceded to British subjects removing voluntarily from their own country to a British colony in which a system of foreign law had been found to exist, and had been continued under the authority that His Majesty derived from conquest and cession.

In the present instance Mr. Burnett undoubtedly was made to feel the difference between the system of law under which he had lived, and that to which he had thus voluntarily subjected himself, and by which the act of addressing a memorial to the Governor of the colony, complaining in violent and contumelious language of the conduct of certain functionaries, and praying for a redress of the injuries he had suffered, was in itself, and independently of all other circumstances attending it, considered, and punished as a criminal act. By the authority of the law quoted by the fiscal, its criminal character and its punishment were defined; and although we cannot concur in the description, or in the consequences that are ascribed to the offence, in the act of accusation, that of being "a public violation of the laws, and tending to disturb the internal peace of the colony," yet it is impossible not

Report of Commissioners of Inquiry,  
7 Dec. 1825.  
continued.

to discover in the composition of the memorial, an intention on the part of Mr. Burnett to defame the characters of the persons denounced in it, and a desire of gratifying personal vengeance, cloaked under the specious pretext of denouncing injustice and of obtaining redress.

It will not, however, have escaped your Lordship's observation, that Mr. Burnett had entered appeals against the several actions, in which he asserted that the injustice and corrupt partiality of the commissioners of circuit had been manifested, and it was, therefore, competent to him to have pursued those appeals, and to have claimed the professional assistance that is always accorded to those whose poverty entitles them to seek it. He, however, neglected to pursue any course that might have enabled him to take advantage of this ordinary mode of redress, and suffered the term of twelve weeks to elapse, within which appeals from sentences delivered in the district of Uitenhage to the High Court, are required to be prosecuted. We are not aware of any equitable ground upon which Mr. Burnett ought now to be admitted to recover his right of appeal; nor do we think that in the event of any new investigation being instituted, it would be followed by different results. The plea, therefore, of being compelled to apply to the Governor by memorial, and to represent the conduct of the commissioners in its true light, by the use of the terms set forth in the act of accusation, is destitute of foundation, and it is only necessary to refer to the memorial itself for an exposition of the real motives that gave rise to it. Censurable as these were, and criminal when coupled with the act itself, and tried according to the principles of the Roman law, we think that as there is no proof that the memorial was attended with any greater degree of publicity than that of addressing it to the Governor, the fiscal would better have consulted the feelings of the community if he had exercised the discretion with which his instructions invest him, and had declined a prosecution that had the effect of exciting the public attention, and perhaps its sympathy, in favour of a person who by his violence of language and demeanour had deprived himself of all claims to public estimation and respect.

During our residence in the Albany district, in the early part of the year 1824, we observed a general disposition amongst the respectable classes of the settlers to withdraw themselves from all connection with Mr. Burnett, and to disclaim all community with him in any public proceeding; and we believe that neither the termination of his connection with the district, nor the embarrassments in which he had involved himself, excited any feelings of pity or regret.

In the interval that took place between the pronouncement of the sentence of banishment and his departure from the colony, Mr. Burnett resided in Cape Town, and was suspected of having been concerned in the composition and publication of an infamous libel, that had been seen by only two persons in a conspicuous part of the town, and that reflected grossly upon the honour of the Governor. A very creditable feeling was evinced by all classes of the inhabitants upon this occasion, and a great anxiety prevailed to discover the persons concerned in such an act of infamy. In consequence of information that he received from three persons, the fiscal applied to the Governor for permission to search the lodgings of Mr. Burnett, as well as of certain other suspected individuals, and upon this permission, authority was given by the president of the Court of Justice to a commissioner to proceed in execution of the warrant; these forms being always observed when any search of the houses of persons of the rank of burghers is considered necessary by the fiscal.

The application for the warrant was founded upon the sworn and direct testimony of an Irish servant of William Edwards, who was confined in the gaol, and under sentence of transportation to New South Wales, for addressing two libellous letters to the Governor, and it was found that Mr. Burnett had paid frequent visits to him, in company with others who had incurred the suspicions of the fiscal, and whose names were also included in the search warrant. Nothing material transpired from the search of Mr. Bishop Burnett's lodgings, but in proceeding to the prison-room in which Edwards was confined, a paper was found, containing a copy, in the hand-writing of Burnett, of a placard that had been recently discovered and brought to the fiscal by the officers of the police, written on the same sheet of paper that had been used by Edwards as a cover for his letters to the Governor. Mr. Burnett acknowledged that the hand-writing was his, but that he had been able, from memory, to furnish it for the amusement of Mr. William Edwards, after a very cursory perusal

perusal of another copy that he had accidentally seen. In consequence of further information received by the fiscal, he obtained permission to make a second search in the lodgings occupied by Burnett, when, amongst his papers, was found a composition reflecting severely upon the character of his Excellency the Governor, the late landdrost of the Albany district, and upon that of a most respectable individual, now deceased, who had filled the situations of fiscal and president of the Court of Justice. No judicial notice was taken of these documents, but the fiscal having considered that Mr. Burnett was abusing the indulgence that had been shown to him, by being allowed to be at large after his appeal had been decided by the full court against that part of the sentence of the commissioners which required his confinement in a place of security until his banishment from the colony could be effected, gave orders to the officers of police to arrest him. Mr. Burnett succeeded for some time in eluding their attempts to seize his person, and at last obtained a passage in a vessel that conveyed him from the colony.

Report of Commissioners of Inquiry,  
7 Dec. 1825.

*continued.*

We have, &c.

Signed

{*John Thomas Bigge,*  
{*William M. E. Colebrooke.*

To the Right Honourable the Earl Bathurst, K. G.

&c. &c. &c.

N<sup>o</sup> 8.

COPY OF A LETTER from Lord Charles Henry Somerset to Earl Bathurst, dated 26th May 1826; containing his Observation on the Report of the Commissioners.

London, 26th May 1826.

MY LORD,

I HAVE read the report of the Commissioners of Inquiry upon the subject of the petition of Mr. Bishop Burnett; which your Lordship directed to be communicated to me.

Ld. C. H. Somerset's  
Letter,  
26 May 1826.

I regret that there has not been time to admit of my entering into a detailed examination of the voluminous Appendix attached to that Report; but I am not aware that this circumstance is of any material importance as respects the gravamen of the charges brought by the petitioner against the Governor, and other persons holding high civil situations at the Cape.

I have only to observe, that in referring what I must regard as the libellous memorial of Mr. B. Burnett to the fiscal, to be dealt with according to that colonial law which as Governor I had sworn to administer, I considered (as I now consider) that I was acting in strict discharge of my public duty, in which I am supported by the matured opinion of the first legal authority in the colony.

I have, &c.

(signed)

*Charles Henry Somerset.*

Earl Bathurst, K. G.

&c. &c. &c.

**EASTERN INQUIRY COMMISSION.**

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**JUDICIAL PROCEEDINGS IN THE CASE OF  
MR. BISHOP BURNETT.**

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N° 1.

(Vide N° 3.)

PROCEEDINGS held before the Courts of Circuit at Graham's Town, in the Years 1822 and 1823, in the Cases of *Bishop Burnett versus Hart*, and *Hart versus Bishop Burnett*.

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PROCEEDINGS held before the Courts of Circuit at Graham's Town, in the Years 1822 and 1823, in the Cases of *Bishop Burnett versus Hart*, and *Hart versus Bishop Burnett*.

1822, October 12.—RECORDS of the Proceedings held before the Court of Circuit, in the case of *Bishop Burnett v. Hart*, for conspiring to drive him away from the Farm.

Cape Town, 1st September 1825.

SIR,

IN compliance with your letter of the 4th August last, I have the honour to transmit herewith to you authenticated copies and translations of the Proceedings held before the Commissioners of Circuit, at Graham's Town, in the years 1822-1823, in the cases of *Bishop Burnett v. Hart*, and of *Hart v. Bishop Burnett*.

I have the honour to be, Sir, your most obedient servant,

D. F. Bannange, Sec.

John Gregory, Esq.

Secretary to H. M. Commissioners of Inquiry,  
&c. &c. &c.

(Translation.)

RECORDS held before Messrs. Walter Bentinck and P. S. Buissiné, constituting the Commission for administering Justice in the Country Districts, holding the Session at Albany.

Saturday, the 12th October 1822.

*Bishop Burnett*, Plaintiff, for conspiring to drive him away from the Place taken by him, the Plaintiff, of the Defendant on Lease, versus *Robert Hart*, defendant.

THE district's clerk exhibits his prothocol as a proof that this case has been duly noted.

The plaintiff says, "I summon Robert Hart, the bailiff or overseer of His Excellency the Governor's establishment called Somerset, to answer my complaint before the worshipful Court of Circuit, for endeavouring illegally to eject me from the premises I occupy.

"On the 25th of July last Mr. Onkruydt, accompanied by Robert Hart, Peter Reteif and Dirk Van Roy, came to my cottage near Graham's Town, and entered upon the premises; when the former read to me a written authority from Mr. Rivers, the landdrost, to proceed to an assessment and valuation of my improvements upon a farm called Doorn Valley, with a view to its restoration to said Robert Hart, on payment of the amount of such valuation to the sequestrator, in whose instruction the whole of this proceeding originated.

"I permitted this nominal valuation to take place; that is to say, I offered no obstruction, let, or hindrance to these people's ramble about my premises, for the period of twenty-seven minutes, which they occupied in this imposing appraisalment of the fruits of my industry and capital for the space of twenty-six months; I merely protested, in writing, against what I conceived a flagitiously unjust proceeding, which protest I request may be laid before the Court.

"In the event of sale, or other disposition of property for the benefit of creditors, under a legally established insolvency, every form of law and equity prescribes, that the lease of leasehold property should be the *sale* of its remaining term of tenure as the best conversion of its value. In this case, however, a public functionary has attempted to restore it to the landlord by a course extra-judicial, and unknown to colonial practice; it is consecutive, therefore, to say, that it originated in culpable error, or manifest corruption.

"Had the lease have come to sale, it was my intention, indirectly, to have been the purchaser, under which determination my pursuits upon the property would have suffered no abatement, whatever measures the sequestrator might have pursued; but when officially apprised by the landdrost, (in his capacity of agent to the sequestrator,) that the farm was positively to be restored to Robert Hart, and that it was necessary I should discharge forth-

with every labourer and servant, even to the personal attendant of feminine delicacy and sickness, my interest in it ceased altogether as a property available either to myself or my creditors; especially when I found its value was to be assessed by two boors under the influence of Robert Hart, to the studious exclusion of any honourable, upright Englishman, surely as competent to decide in questions of horticultural taste, and other improvements in civilization, not yet altogether palpable to the boors, as either Peter Reteif, or Dirk Hatterich Van Roy.

"The consequences are, that I have lost a tenant at more than double the reserved rent of the farm; contracts of great annual profit have been secured by persons who otherwise would not have attempted a competition with my pursuits; valuable servants, discharged at the threatening suggestions of the sequestrator, through his agent the landdrost, are in bond to the holders of those contracts, and a positive loss incurred in consequence to a very serious amount.

"If R. Hart's conduct has been legal in this affair, the conduct of the sequestrator has been illegal. If, unsanctioned by the sequestrator, he had proceeded to the lengths stated on the warranty of his *own* assurance, I call upon the justice of the colony, and its representatives here, to remove from the trammelled wretchedness around them a belief that it is in vain to cope with power in defence of right, and that because a man is in the employ of the government he is necessarily allowed to do just what he pleases."

The plaintiff further says, that he requests damages, which will amount to 5 or 6,000 *R.D.* but that he is perfectly ready to submit this point to two impartial men.

The defendant says, that he knows nothing of the case; that he never interfered in it; and that he only accompanied three gentlemen who were sent by the landdrost, as acting for the sequestrator, to appraise the place; and for which purpose he was, at all events, summoned by the landdrost.

The Court, previously to proceeding to the trial of this case, having endeavoured to effect an amicable adjustment between the parties, it was so far successful that they mutually agreed to postpone this case to a future opportunity.

Done at Graham's Town, day and year above.

(signed) *Walter Bentinck,*  
*P. S. Buissiné.*

In my presence, (signed) *R. J. V. D. Riet, Sec.*

(A true translation.) *Henry Murphy, Sw<sup>a</sup> Trans.*

(Translation.)

RECORDS held before Messrs. P. J. Truter, jun. and P. B. Borchers, constituting the Commission for administering Justice in the Country Districts.

Wednesday, the 29th October 1823.

THE Commission proceeding to the trial of the cases entered on the Civil List, the following documents relating to the cases of Robert Hart *versus* Bishop Burnett, successively received by them, are previously read; namely,

a. Records held before the last Commission of Circuit, on the 12th October 1822; from which it appears that the case, now entered No. 14 on the list, was postponed.

b. Extract Resolution passed by the worshipful Court of Justice on the 10th July last.

c. Letter from the Secretary of the Court of Justice to the Landdrost, H. Rivers, Esq. dated 11th July last.

d. Extract Resolution of said worshipful Court, dated the 5th September last, together with two letters from R. Hart and C. Stone, and the report thereon, sent in by the sequestrator.

e. Letter from the Sequestrator to the Commission of Circuit, dated the 16th September last, with copies of sundry letters.

f. Letter from Government to the Landdrost here, dated the 14th August last, inclosing the Court's report on a memorial from R. Hart, complaining of delay on the part of the sequestrator in proceeding to execution against said Burnett; the last-mentioned documents, together with those marked b and c, being produced by the landdrost, with a declaration that the case has not yet been brought before the board of Landdrost and Heemraden here.

Resolved, agreeably to the arrangement already made, to commence with the Case No. 14.

No. 14.

*Robert Hart*, Plaintiff, for the cancelling of a Lease of the place named Doorn Valley, situated near Graham's Town, executed before the Notary Public, F. H. Steadel, on the 13th June 1820, and for an Ejectment from said Place, *versus Bishop Burnett*, Defendant in said Case.

The parties having appeared, duly assisted by the district's clerk as interpreter, the president informs them, that in consequence of this case having been postponed, as well as of what is

stated

stated in the above-mentioned documents *b* and *c*, the Commission have conceived it indispensable to make the aforesaid arrangement, and to avail themselves of the discretion allowed them by the 13th article of the Proclamation of the 16th May 1811. The contents of these documents being communicated to the parties,—

The Court endeavours to effect an adjustment between the parties, but without success, the defendant declaring that he would not enter into any arrangement.

The district clerk exhibits his prothocol, as a proof that this case was duly noted; and reads his entry, dated the 13th September 1823, as also a letter from the plaintiff, dated the 15th September last, upon which the defendant says, that this case ought not to be commenced before his, because it is of a later date than the one he has entered against the plaintiff, requesting that the Court may be pleased to take this into consideration.

The Court resolves not to deviate from the arrangement made, and leaves it to the plaintiff to state his case.

The plaintiff requests, that as some frivolous arguments have been already made use of, the Court may allow him to be assisted by some person.

The Court, on the grounds of the 39th article of the Proclamation of the 16th May 1811, rejects the request.

The plaintiff exhibits two Cape gazettes, and refers to the sequestrator's advertisements contained therein; from which it appears that the defendant's estate is under the administration of the sequestrator, as being insolvent. Likewise an extract from the Landdrost Journal, as a proof that the defendant has declared on oath, that he does not possess any landed property; also a lease, dated the 13th June 1820, executed before the notary public, F. H. Stædel, and certain witnesses; and requests that the same may be cancelled, and the defendant condemned to immediate ejectment from the place named Doorn Valley, with the costs. The plaintiff declaring not to have any witnesses,—

The defendant hereupon says,—F. I.—The defendant having advanced as far as the 38th page, to the period "*persecution, with all its degrading consequences, has divested me of my proper pride, let me ask,*" &c. and read a part of it, the Commission observes that they hope he will refrain in his defence from using unnecessary personal abuse, allowing him to proceed, but leaving out such expressions,—on which the defendant declares that then he will not go on, and requests permission to file his whole defence as it stands. The defendant likewise declaring not to have any witnesses,—

The plaintiff says for reply:—That of all what has been read by the defendant there is not any thing which appears to him to relate to this case; and produces a certificate, dated the 23d September last, granted him by the Secretary Stædel; and says further, that the lease is besides expired, and that it is specified therein that the rent shall be paid annually, which the defendant has failed to do, and persists in his claim.

The defendant says, for rejoinder,—“Referring to the documents I have now filed, in which a plain answer to what Mr. Hart has advanced is to be found, I am further of opinion that the lease instead of being for three years is evidently for six years, and it has been always considered so by the plaintiff himself. It was a subsequent consideration of my own to make it renewable at the end of three years, in order that I might throw it up if I thought proper. There is not any clause in the lease which prescribes the payment of the rent; and as to the certificate of Secretary Stædel exhibited by the plaintiff, I can on my side produce a certificate from the Secretary Le Sueur, which shows the contrary, that I am not obliged to pay the rent yearly; and besides, the illegal conduct of the plaintiff does not authorize him to demand the rent.”—Persists for rejoinder.

The plaintiff requests to be allowed to refer to the lease itself, by which it is agreed that it expires at the end of three years; that even were it conditioned for, that the rent should be paid only every three years, then the sum of R. 1,800, instead of R. 600 per annum, would have been stated in the lease; and that no application had been made to him by the defendant for a renewal of the lease for another three years.

The defendant says,—“I have to remark hereon, that no specification thereof is to be found in the lease; the words are only *renewable if required*. I have told the plaintiff more than twenty times that I would purchase the place, or continue to rent it for six years. I have laid out upwards of R. 20,000, which would have been the act of a fool in case I had intended to keep it for only three years; and I would have continued to improve the place had I not been obstructed by the illegal conduct of the plaintiff.”

The Court holds this case in advice.

Done at Graham's Town, day and year as above.

(signed)

P. J. Truter, jun.  
B. P. Borchers.

In my presence,

(signed)

G. Bergh, Sec.

(A true translation.)

Hens Murphy, Sw<sup>o</sup> Trans.

(Translation.)

RECORDS held before Messrs. P. J. Truter, jun. and P. B. Borchers, constituting the Commission for administering Justice in the Country Districts.

Wednesday, the 29th October 1823.

No. 4.

*Bishop Burnett*, Plaintiff, in a case of illegal Warning having been given to quit the place named Doorn Valley, taken by the Plaintiff from the Defendant, and of an absolute order given to leave said Place in the month of April of the present year, versus *Robert Hart*, Defendant in said Case.

THE district's clerk and interpreter exhibits his prothocol, as a proof that this case has been duly noted.

The plaintiff says, that he has nothing else to advance in this case than to request that the witness, *Thomas Henry Hals*, who served the insinuation on him may be examined; and submits the further decision in this case to the Commission.

*Thomas Henry Hals*, twenty-nine years of age, born in England, and judicial messenger of this district, who, having been duly sworn, deposes as follows:—

“ About eight or twelve months ago, I was requested by *Robert Hart*, the defendant, to deliver, in my capacity as messenger, to the plaintiff a sealed letter, which I believed contained a notice to quit the place *Doorn Valley*; on delivering of which letter the plaintiff said to me, that he was surprised at the impudence of the defendant to send him such a letter, and that in future he would not receive any thing from the defendant. I then went home and made my report to the defendant.

“ Some days afterwards I received another notice from the defendant for the plaintiff, which I sent to him in writing, and received for answer that the plaintiff would not receive any thing from the defendant; that his case respecting the place had been already decided in his favour by the Court in *Cape Town*, and that if the defendant continued to annoy him, he should apply to the landdrost.

“ I also once (the exact time I cannot say, but I believe it was previously to my having delivered the first letter to the defendant,) repaired to the plaintiff to demand payment of the rent of the place, if I recollect rightly, for twelve months: his answer was, as far as I can remember, that he would endeavour to settle the business.

Question by the Court at the suggestion of the Plaintiff.

§ Did you not hear after you had demanded the rent from me, that I had tendered the payment to *Mr. Le Sueur*?—Answer. No.

The defendant says he has not any question to ask the witness.

The plaintiff being asked what now his claim may be, says, that he will conclude for damages; of which another case for damages has been entered by the plaintiff against the defendant, on the Civil List, under No. 6, and requests that both these cases may be tried together, in order that he may be enabled regularly to make his claim for damages, which is founded on the illegal Warning State in No. 4, he having conceived that these two cases would have been brought forward in one; and further requests that *Major O'Reilly*, *Captain Butler*, *John James*, *William Morgan*, and *J. Davis*, may be heard on his behalf.

The defendant declares that he has not any objection to the combination of the two cases.

The Court grants the request made.

*John James*, twenty-three years of age, born in England, who having been made acquainted with the reasons of his appearance, and thereupon duly sworn, is examined and answers as follows:—

Questions at the suggestion of the plaintiff.

§ Did you not undertake in the month of June last to bring my place into a state of cultivation on condition of receiving the half of the profits, provided I could assure you that no obstacle should be thrown in your way on the part of *Mr. Hart* during that season?—Answer. Yes.

§ What prevented you of fulfilling that engagement?—I was fearful that the place would be taken from me, as I had been so informed; and also, because *Mr. Hart* had been with some people at my hut on the place, and rode round there.

§ Did I not specially refer you to the landdrost, or the secretary *Le Sueur*, in order to be assured in this respect?—No; but you told me that you would write a note to the landdrost or secretary on the subject.

§ Did not *John Davis* speak to the landdrost about this business, and did you not give up the undertaking in consequence of what you heard from the landdrost?—*John Davis* spoke to the landdrost one day on the subject, who said that he knew nothing about it, and in consequence of that I gave up the undertaking.

§ Did

§ Did you not observe, during the time you were in my service, that the others who were employed by me in the farming work stood idle, in consequence of the dispute I had with Mr. Hart?—I am not certain of that.

Question by the Court.

§ Were you then in the service or pay of the plaintiff?—*Answer.* I was in Mr. Burnett's service about eleven months ago.

The defendant says he has not any question to ask the witness.

The plaintiff desists from the evidence of John Davis and W. Morgan, and requests that Francis Fynn may be heard as one of his witnesses.

The defendant consents.

The Court,—*fiat.*

*Francis Fynn*, forty-five years of age, born in England, who having been made acquainted with the reasons of his appearance, and thereupon duly sworn, is examined and answers as follows:—

Questions by the Plaintiff.

§ Did you not once occupy the place Doorn Valley?—*Answer.* Yes.

§ Had you it at your option, to purchase that place from Mr. Hart, and at what price?—*Yes;* he offered let the place to me, and offered it for sale. As to the price, I am not certain whether it was four or five thousand six dollars.

§ What buildings were on the place when I took possession of it?—The small house that is still there, on the upper part of the place under a hill.

§ What part of the place was inclosed?—There was no other fence than that of the garden.

§ When I received the place, was it in such a state of cultivation, that any neglect could have injured it?—There were three pieces of land under cultivation, and if they suffered any neglect, it could have injured them.

§ Can you not remember that you saw a great part of the land cultivated after I had taken possession?—*Yes.*

§ Have you seen many gardens in this colony equal to the one that I made there?—I have not seen any equal to it in point of order, but I have with regard to extent.

§ Do you not know that I stopped the work and discharged the people, in consequence of the manner in which the defendant used me?—*Yes,* all the work was stopped, and I have reason to believe that it was caused by the conduct of the defendant.

§ Did I not, in consequence thereof, recommend my bark-cutters and coal-burners to you?—*Yes,* and I employed them.

§ Should you have undertaken that business if I had continued it?—*No.*

§ What profit do you calculate to have derived from cutting of bark and burning of charcoal since the month of July?

The witness requests that he may answer this question hereafter.

The Court directs the witness to prepare himself against ten o'clock to-morrow to answer this question, and, in consequence of the lateness of the hour, adjourns the further investigation of this case till that time.

Graham's Town, day and year as above.

Continuation of the Trial adjourned yesterday.

Nos. 4. & 6.

*Bishop Burnett*, Plaintiff, versus *Robert Hart*, Defendant, in a cause for Damages.

Thursday, the 30th October 1823.

The parties being admitted, and the witness Francis Fynn duly called out, the messenger reports, that he has been informed that said Fynn has been taken so ill as not to be able to attend, on which the Court proceeds to the examination of the following witnesses:—

*Anthony Alexander O'Reilly*, of competent age, born in Ireland, who, having been made acquainted with the reasons of his appearance, and thereupon duly sworn, is examined and answers as follows:—

Questions by the Plaintiff.

§ Did not Captain Butler wish to take the place Doorn Valley?—*Answer.* I was so informed; and he requested me to speak to the plaintiff on the subject.

§ Was not my answer, namely, that I would very willingly receive any proposition from Captain Butler, accompanied by a direct request that he would immediately go to work and jointly share the profits with me?—Captain Butler said to me that he would collect his cattle and agricultural implements, and take possession of the little roundhouse that was then uninhabited, and that he would share the profits of the farming with the plaintiff.

§ Did you not tell me that Captain Butler wished much to accept of my proposal, and that he would immediately proceed to the place with his cattle and agricultural implements?—I told Mr. Burnett, that Captain Butler would very willingly accept his proposal, and which I should inform him of as soon as I should see him.

§ When I signified my surprise to you at the delay of Captain Butler, did you not say that Captain Butler declined my proposal, in consequence of an answer that he had received to a letter which he had written to Mr. Hart?—I spoke to Captain Butler afterwards, who said to me that he declined entering into the proposal, in consequence of a communication that he had had with Mr. Hart.

§ Did you not generally hear, that the reason why I ceased to work on the place was owing to my having a dispute with Mr. Hart?—I cannot answer generally to this question, because I heard it only from Mr. Burnett.

#### Question by the Defendant.

§ Did you ever see the answer I wrote to Captain Butler on this business?—*Answer.* Captain Butler told me that he had received an answer, but I never saw it.

#### Question by the Court.

§ Can you state the time exactly that you had this conversation with Captain Butler?—*Answer.* Not exactly; it is some months ago.

*Thomas Butler*, of competent age, born in England, who, having been made acquainted with the reasons of his appearance, and thereupon duly sworn, is examined and answers as follows:—

#### Questions by the Plaintiff.

§ What were your motives for refusing the proposal to occupy the place Doorn Valley, after that you told Major O'Reilly you had agreed to it?—*Answer.* My reasons were, because I was informed by Mr. Hart that there was a lawsuit pending about the place, and that he would not have any thing to do with it before it should be decided. I always considered the place as the property of Mr. Hart.

§ What was the specific communication of Mr. Hart to you on this point?—What I have already said, that there was a lawsuit pending, and that he would not have any thing to do with it before it should be decided.

§ Was that verbally or in writing?—By letter.

§ Are you ready to produce that letter to the Court, or such extracts from it as relate to the business in question?—I will readily communicate to the Court the whole of its contents, for it contains only what I have said already.

§ Would you, under those circumstances, have taken over the place from me on any proposals, however favourable?—Certainly not. (Says further,) I had before a communication with Mr. Hart respecting the unfortunate situation in which I found myself and family, on which occasion Mr. Hart evinced a desire to serve me, and appeared to wish to assist me and my unhappy family; and I knew that if I worked for him he would recompense me liberally.

#### Questions by the Defendant.

§ Did you not write a letter to me respecting this business, saying that the last time you were at Graham's Town you had told one of your friends of the very bad treatment I had met with from Mr. Burnett, and that that friend had informed you that he would procure you the possession of the Doorn Valley, with all the papers relative thereto, provided I was willing to employ you, on my account, at the place?—*Answer.* With regard to any bad treatment of Mr. Burnett towards you I know nothing, neither is there any thing said of it in my letter; but a friend of mine told me that he would interfere to obtain for me possession of the place Doorn Valley, with all the papers belonging to it, if Mr. Hart would employ me.

§ Was not the tenor of my answer to this effect: that there was a suit pending about the place; that I could not give my answer; that I could not say any thing to any one who might endeavour to obtain possession of the place, or of any of the papers connected with it, and this in no other manner than under the sanction of the law; and that I could not have any communication with any one who might wish to take steps to obtain any thing from me which was not openly and sanctioned by the law. That I did not want any thing from Mr. Burnett than my own just right, and which I should obtain in due time without the

the interference of any one?—I have already said generally, that Mr. Hart refused to have any thing to do with the place, as it was pending at law. His answer was as he has stated.

§ In case you had occupied the place, would it have been for my account, or jointly with Mr. Burnett?—Certainly for Mr. Hart's account, for I did not know Mr. Burnett then.

Question by the Plaintiff.

§ Will you inform me the name of the friend of whom you have spoken?—*Answer.* Major O'Reilly.

The plaintiff says he has not any further question to ask the witness.

The plaintiff having declared that he absolutely requires the evidence of Francis Fynn, the Court postpones the further investigation of this case.

Done at Graham's Town, day and year as above.

Friday, the 31st October 1823.

The Court proceeding agreeably to the resolution passed yesterday in the case of Nos. 4. & 6, of *Bishop Burnett versus Robert Hart*, to hear the evidence of Francis Fynn, one of the witnesses called by the defendant, and the messenger having declared that said Fynn is not present, the district's clerk exhibits the judicial report of the messenger F. H. Hals, as a proof that Fynn is so ill that he is not able to stand, and consequently cannot possibly appear.

Upon which the Court resolves to proceed to the dwelling of Mr. Fynn at three o'clock this day, in order to take his evidence; which resolution is communicated to the parties.

The Court, conformably to the resolution passed this morning, having proceeded to the house of the witness, Francis Fynn, accompanied by Mr. M. Onkruydt as interpreter, the underwritten questions are put to him in presence of the plaintiff and defendant, to which he answers as follows, under impression of the same oath already taken by him in this case.

Questions by the Plaintiff.

§ What profit do you calculate to have gained, since the month of June last, by cutting bark and burning of charcoal?—*Answer.* I calculate my income on both the bark and charcoal at R. 250 per month, without, however, deducting the expenses required thereto.

§ What was your opinion respecting the relation between me and Mr. Hart as tenant and owner of the place?—I conceive, that till the time the dispute arose between you and Mr. Hart you did every thing as a good tenant.

§ Did you not say, that I acted foolishly in laying out money on a place from which I could not derive any profit?—Yes; I have some recollection of having expressed myself so, that you laid out money on a place which you only held on rent, in preference to your own place.

§ Did you not frequently make remarks on the number of workmen I had in my service?—Eighteen months ago I saw a great number there, but I cannot say how many.

§ Did you not consider yourself aggrieved by Mr. Hart having made you leave the place, and by such conduct having broken his engagement to let it to you?—I cannot conceive the engagement was violated, because I was at the place. The neglect on my part was just as great as that of Mr. Hart, that the contract was not concluded; I felt it hard that I was obliged to leave the place before I had another dwelling to live in.

§ What sorts of fruit trees were on the place when it was given up to me; I mean with respect to their general and particular qualities?—On the upper part of the place there were a great many peach, apple and quince trees. In the garden there were peach, apple and cherry trees, some of which were injured by a fire that took place there in the long grass; where the fire did not reach, the trees were in a good state. About twelve or fifteen, I cannot say exactly to a tree, were injured by the fire.

§ Do you think there are fewer trees at present on the place than when I took it over?—Previously to the last flood of last week there were more fruit trees than when you took the place.

§ When you, Mr. Hart and Mr. Reteif went to appraise the damage done to the place, did not Mr. Hart do every thing he could to depreciate all I had done?—Yes; in so far that the buildings were slight and airy, so that they could not stand, or words to that effect.

§ Did he not also say to you, on that occasion, that I should be away from the place within a month, and from the contract within two months, and that you would then have a better neighbour?—Yes; such a conversation did take place.



## Questions by the Defendant, Mr. Hart.

§ What reason have you to think that my conduct with Mr. Burnett prevented him continuing to cultivate the place?—*Answer.* No other reasons than the public opinion that Mr. Burnett was insolvent.

§ What quantity of bark and wood, to burn charcoal, could Mr. Burnett have cut on the place Doorn Valley, from the time that he began the lawsuit to the present?—None; for there is none. Mr. Burnett had the bark and charcoal from his own ground.

§ Did you ever observe, that I either directly or indirectly obstructed Mr. Burnett in any way in his work on the place, excepting by my lawsuit?—Not that I know of.

§ Did you ever observe that I interfered in any manner with the cutting of bark or burning of charcoal by Mr. Burnett, either on his own ground or any where else, or impeded him in any shape to derive any advantage from the place?—That I do not know.

§ What profit did you derive from burning charcoal after Mr. Burnett gave up the undertaking, exclusive of the bark?—On a full calculation I should say sixty six dollars per month.

§ Did not Mr. Burnett employ more people than were necessary for the cultivation of the Doorn Valley, and than were required for the improvements which are said to have been made at the place?—That number was used and employed as long as the bark cutting and charcoal burning continued, but there were too many to be kept constantly.

§ Were they requisite to cultivate and improve the place?—There were six European labourers who worked at the place, besides four others who were employed in the burning of the charcoal. For the constant usual work these six would have been sufficient, but to make many alterations three times the number would be wanted.

§ As there were six persons employed, what were the improvements that these persons made at the place, and how long were they employed for the purpose?—I was not such an accurate observer that I can say how long, or for what purpose they were employed.

§ What number of fruit trees do you think has been taken away from the place Doorn Valley, since Mr. Burnett has had possession of it?—There was a great number of peach, apple and quince trees on the upper part of the place, but what has become of them I don't know.

§ Did you not some time ago declare an oath before the landdrost, that some hundreds of fruit trees had been taken away from the place?—I do not recollect having spoken to the landdrost about the business.

§ Do you know any thing of the pulling down a house that stood in the garden at the Doorn Valley, and the breaking out of doors and windows from, and further damage done to another building at the same place?—With respect to the building that stood in the garden, I know that the gable end fell in, but of the doors and windows I know that they were taken away.

## Questions by the Plaintiff.

§ If I had not taken away the trees that were on the upper part of the place, would they not have been destroyed, as they had not any fence round them?—*Answer.* They certainly would have been destroyed by the cattle, as they were not inclosed.

§ Do you not know that all the fruit trees were brought to the garden and the orchard?—I have every reason to suppose it, in consequence of making the orchard for fruit trees.

§ Do you not know that I purchased several fruit trees, both from Cape Town and from different places in this district?—I know that Mr. Burnett bought a number of trees from a person named Botha.

§ Did you not hear from me, or from some of my servants, that I had removed the fruit trees, because they would otherwise have died?—I have heard Mr. Burnett say that that was the reason why he had removed the trees.

§ Do you not recollect that I made a fence from the road to the rocks?—Yes, that I remember.

§ Were not the five fields, which I calculate to contain sixty acres, ploughed and sowed by me the first year?—Yes, I recollect that they were cultivated, with the exception of a part of them.

§ Did you think that 10,000 R. a year is too great a calculation of what could be obtained from the place out of green forage and barley?—It is not too much, if one could be certain of the market price.

§ Did you not hear it said, that when I first came to the place I fed from fifty to sixty-eight mouths?—I heard Mr. Burnett observe it.

§ Did

§ Did not one M'Donald tell you that Mr. Hart had let him the place, Doorn Valley, and that he came to Graham's Town to take it?—I do not recollect any thing of that, but I know that I proposed something of the kind myself to M'Donald.

§ Do you not know that he came to Graham's Town with that intention?—No; that I do not.

Questions by the Defendant.

§ Do you know whether there was an orchard, of fruit trees fenced in, in the month of July 1822, and which were carried away from the place before the month of December of that year?—*Answer.* I know that there was such an orchard, and that some of the trees were taken away; but what became of it, I do not know.

§ Were the palisades which Mr. Burnett placed from the road to the rocks of any utility to the place, and if so, what has become of them?—They were of no use unless they were continued. What has become of them I do not know.

§ Is the place Doorn Valley now in such a good state of cultivation, as when you delivered over to Mr. Burnett?—The difference is very trifling; it is only that it has not now been ploughed for a long time.

§ Have you not heard that I have lost upwards of a hundred fruit trees by the last floods?—I have heard it.

§ Were the trees which you heard were washed away by the floods, from the place Doorn Valley, or from Mr. Burnett's own place, from those trees which were transplanted from my place there?—I cannot say whether the trees were from Doorn Valley, or from Mr. Burnett's own place.

Question by the Plaintiff.

§ Did you not hear that it was my positive orders to my servants that no trees should be brought to my place from Mr. Hart's?—*Answer.* I have heard Mr. Burnett declare so himself.

Done at Graham's Town, day and year as above.

Saturday, 1st November 1823.

The Court proceeding to the continuation of the trial of the cases Nos. 4. & 6, and the parties being admitted, the following letter, received this morning from Francis Fynn, communicated to them.

"To the President and Members of the worshipful Court of Circuit.

"Heathest Mount, 27th October 1823.

Gentlemen,—Since I had the honour of being before your Court, I do recollect the question put to me by Mr. Hart, respecting my having been before the landdrost to make oath of such a number of trees missing, to have been the case; even it was totally absent from my memory at the time the question was put. The trees alluded to were those from the upper part of the farm, and those from the orchard.

"I have the honour to be, Gentlemen,

"Your most obedient and very humble servant,  
(signed) "E. Fynn."

The plaintiff says,—“I shall now proceed to my conclusion, and claim that the defendant shall pay me the sum of twenty thousand six dollars, with the costs; for to that time I had engaged labourers to cultivate the place, who were only prevented by a fear that I should be forced to quit it before the harvest was ripe, and so generally was the opinion that I should be ejected from the place before the end of the season, that I gave up all further progress from this consideration, and no other. I now request that the evidence of Charles Stone may be heard.”

The defendant consents.

Charles Stone, of competent age, born in England, who, having been made acquainted with the reasons of his appearance, and thereupon duly sworn, is examined and answers as follows:—

Questions by the Plaintiff, Burnett.

§ Have you not frequently given it me as your opinion that Mr. Hart's conduct to me was revengeful, and contrary to what you expected from him?—*Answer.* I do not recollect any thing of it.

§ Did not Mr. Hart tell you that he had remitted his advocate 1,000 R. and if that were not sufficient, that he would send him another thousand to prosecute me to a prison?—Mr. Hart had such a conversation with me, that he was prosecuting Bishop Burnett, and that if he did not obtain payment, he would proceed against him for imprisonment.

§ Did you not ask me what I had done to create such an inveterate hatred in Mr. Hart, and when I told you I did not know, did you not then observe that, from the manner in which he expressed himself, he must be greatly offended?—I do not recollect any thing of it.

§ Did you not hear that Mr. Hart had sent in, or intended to send in, a memorial to His Excellency the Governor, complaining that I would not give him back his place?—Mr. Hart told me that he had sent in a memorial to His Excellency the Governor about this business, but to what point of the case it related I do not know.

§ Did you not hear further that he had received a favourable answer?—No, I do not know whether Mr. Hart told me if he had received a favourable or unfavourable answer.

§ Were you not also told, on that occasion, that His Excellency considered Mr. Hart's case as a very hard one, and that he had consulted with Sir John Truter on the business, and that orders were to be given to put me out of possession of the place?—I never heard any such conversation.

Question by the Defendant, Hart.

§ Did you ever perceive that I opposed Mr. Burnett in any other way than what the law allowed me to do, in order to obtain my just right?—*Answer.* No, I have not.

The plaintiff having heard this witness at the beginning accuse him of being a fraudulent bankrupt, requests that the same may be recorded.

The defendant says,—“I reject the claim, and request that the place may be delivered over to me in a proper state. That Mr. Burnett is insolvent appears from the Cape Gazette of April 1822; and on the grounds that Mr. Burnett has declared on oath not to possess any property, the contract is broken, and also on the grounds that the lease expired on the 25th May 1823. I deny having ever taken any steps to drive Mr. Burnett from the place, or to do him any injury. I only had recourse to the laws to obtain my right, and that I sent him a positive warning to quit was a legal act.” The defendant exhibits copy of an insinuation, with the answer thereto, being as follows:—

F. I.

“The answer I conceive to be insulting. I beg leave to remark with regard to the witness in this case, Francis Fynn, that no credibility can be attached to his evidence, as he has sworn that he did not give any deposition on oath before the landdrost respecting some hundreds of trees that Mr. Burnett took away from my place, and I request to be allowed to appeal to the landdrost if such a deposition was not given by this witness before him. I have no intention of longer taking up the time of the Court to make my defence; I have said enough already, unless some new points are brought forward, in which case I shall request leave to make a further defence in writing, and I now persist in my conclusion.”

The plaintiff persists likewise.

The Court holds this case in advice.

Done at Graham's Town, day and year as above.

(signed) P. J. Truter, jun.  
P. B. Borchers.

In my presence, (signed) G. Bergh, Sec.

(A true translation.) Hens Murphy, Sw<sup>o</sup> Trans.

(Translation.)

RECORDS held before Messrs. P. J. Truter, jun. and P. B. Borchers, constituting the Commission for administering Justice in the Country Districts.

Thursday, the 30th October 1823.

THE Court being about to proceed to the hearing of the case No. 5, on examining the Civil List conceives that it ought to be combined with No. 8; on which the parties having been called in and informed hereof, the plaintiff Burnett declares that he had been of the same opinion from the beginning, but that the two cases had been separated at the suggestion of the district's clerk. The defendant Robert Hart, and Jan Cruywagen as agent to the sequestrator, being heard hereon, declare to be perfectly satisfied that these two cases shall be combined, in consequence of which they are entered on the roll as follows:—

*Bishop Burnett*, Plaintiff, in a case of Damages, for illegally conspiring to drive him away from the place named Doorn Valley, in the month of July 1822, versus *Robert Hart* and *R. J. V. D. Riet*, Esq. the sequestrator, Defendants in said Case.

The district's clerk and interpreter exhibits his prothocol, as a proof that this case has been duly noted.

The

The plaintiff says,—"In the month of July 1822 the landdrost sent for me, in order to inform me of a communication which he had received from Mr. Van der Rict, purporting that my property must be immediately sold by public vendue; that the improvements which I had made at the place Doorn Valley were to be appraised by two impartial persons, and that the place ought to be restored to Mr. Hart.

"The sale was, notwithstanding, put off, but the appraisal was made.

"In consequence of that communication from the landdrost, I stopped all further work on the place; and I am informed by my agent in Cape Town, who had consulted a lawyer on the subject, that the whole of the transaction was illegal, whether I was insolvent or not. I accordingly instituted an action against Mr. Hart, before the last Commission of Circuit, for damages; but, as the Court informed me that Mr. Van der Rict must be a partner in this illegality, I therefore now bring my action for the same purpose against said Mr. Van der Rict and Robert Hart jointly, and I claim 10,000 R. damages, with the costs."

The plaintiff requests permission to call on the landdrost for the authority he received in this case.

The Court grants the request.

The landdrost hereupon exhibits a letter to him from the sequestrator, dated the 28th June 1822, and marked L<sup>a</sup> A. being of the following tenor:—

F. I.

The plaintiff exhibits a notarial bond, dated the 24th February 1821, executed by him on behalf of the firm of Ebden and Eaton, before the notary F. H. Staedel and certain witnesses, and marked L<sup>a</sup> B. being of the following tenor:—

F. I.

The plaintiff further engages to exhibit to-morrow the power of attorney, executed by Ebden and Eaton, appointing him their agent here, in order to be filed with the other documents; and requests leave further to add to his claim,—

"In the course of the year 1821, Mr. Hart proceeded against me for the payment of 900 rix dollars, and as the amount I had laid out on the place was very great, it was evident that the conduct of Mr. Hart to obtain this money arose from revengeful motives.

"I lost no time in communicating this to my agent, Mr. Eaton, to whom I was indebted between four and five thousand rix dollars, and who, in his answer, recommended me to execute a bond in his favour, under mortgage of my lease of the place. Both Mr. Eaton and myself were so convinced that Mr. Hart would not show me any mercy, that I lost no time to carry my proposition into effect; all the pecuniary difficulties which I have suffered in the colony since that time, are solely to be ascribed thereto. I attribute the enmity of Mr. Hart towards me to the banishment of one Bennet, who is related to his family."

The defendant says,—“I have to observe that the Mr. Bennet alluded to stands in no family or other connection whatsoever with me. My daughter is married to Lieutenant Stretch, of the 38th regiment, whose sister is married to this Bennet, who is to me a total stranger, and I deny that the plaintiff can demand any damages from me. I never in my life had any communication with Mr. Van der Rict, either directly or indirectly, and therefore I cannot have entered into any conspiracy with him; nor have I done any thing with regard to the plaintiff than to obtain my just right. I conceive Mr. Van der Rict has done his duty as a public servant; if he has acted wrongly, it is not my fault; I have always endeavoured to act according to the laws of the place. To the best of my recollection, in the month of July 1822, I received a letter from the landdrost of this district, in his capacity as acting for the sequestrator, stating that, in consequence of sentences obtained against the plaintiff, he the landdrost has been written to by the sequestrator to sell the property of the plaintiff, and to restore the place, Doorn Valley, to me as the owner, and requesting me to come to Graham's Town to take it over.

"On my arrival here, the landdrost informed me that he had received a letter from the sequestrator to postpone the sale of the plaintiff's property; and that he was directed by him to cause the improvements made on the place by the plaintiff to be appraised, and that I might accompany the persons who should be sent there if I pleased. The landdrost appointed the persons; I had nothing to say to that. I accompanied Mr. Onkruydt, Mr. Reteif, and Van Rovyen, who were sent to the place for the purpose; but I did not interfere, in any manner whatsoever, with their proceedings, and I am to this moment ignorant of them. In consequence of the insolvency not having been carried into execution, I instituted an action before the last Commission of Circuit for an ejectment from the place; and the action now brought before this Court is in consequence of that. In the mean time, as I did not get possession of the place to which I conceived I had a right, I instituted an action, I think it was in December last, before the Court in Cape Town, against the plaintiff, for payment of the rent, and for an ejectment. It will be seen from the statement made by the plaintiff himself, that he went and mortgaged his property while he had debts, which could only have been done in order to keep his creditors from their own. It was therefore absolutely necessary for me to take the most severe steps towards obtaining my just right, and preventing a fraudulent transaction. I now request permission to call two witnesses, to

prove that the plaintiff sold goods in his own name since he executed the notarial act, which he has exhibited in Court, by which he mortgaged his property to the firm of Ebdon and Eaton, and since the time that the plaintiff declared on oath that he did not possess any property. I therefore conclude for the rejection of the claim, with the costs."

Jan Meyndert Cruywagen, acting in this case by virtue of a special proxy, exhibits a written document received by him from the sequestrator, marked L<sup>a</sup> C. being of the following tenor:—

F. I.

The plaintiff, in reply to what has been advanced by the first defendant, says,—“ The assertion of the first defendant that I ever acted fraudulently, or with an intention to defraud, is a foul libel. I have always acted under a power of attorney from Messrs. Ebdon and Eaton, which specially authorized me to do as I pleased with the property I bound to them; and ever since I have been in this colony I never purchased, sold, bartered or exchanged any thing whatsoever otherwise than in the name of Bishop Burnett. However vindictive I consider the conduct of the first defendant towards me, I do not believe him capable of spreading such a report if it were not suggested to him by a very malicious person. And with regard to what has been advanced by the second defendant, I am unacquainted with the local laws. If I have acted wrongly in not observing the usual forms, it has been through ignorance. I am here devoid of all legal advice, and stand alone; and therefore it was my intention to have gone to Cape Town, and consulted first with notary Merrington, and then with an advocate, which I informed Mr. Le Sueur, the secretary of this district, of; but he advised me against it, saying that he would defend my cause. Mr. Le Sueur being absent, I applied to the district's clerk for the purpose; but he declared that he could not interfere in the business, because he held the situation of sworn translator here. I still conceive that the sequestrator had no right to make me quit the place, but that the lease ought to have been sold; and I therefore conclude for the rejection of the proposed exception, with the costs.” The plaintiff further says,—“ Mr. Van der Riet, as a public functionary, ought not to have acted with me as he has done, but have given me the elucidation I required, in order that I should know how I was to act; and I am of opinion, after reading the exception proposed by the sequestrator, that he should bear all the costs and damages.”

The first defendant says, in rejoinder,—“ What I have said with respect to the plaintiff is the result of my own ideas; no person suggested it to me; and I submit it to the Court whether the making over of the plaintiff's property to one creditor does not tend to defraud the other creditors; and as the plaintiff has made oath that he does not possess any property, and notwithstanding buys, sells and trades, it is consequently illegal. Herewith I persist for rejoinder.”

The second defendant again persists in his exception.

The Court holds this case in advice.

The above disposition having been pronounced, the plaintiff declares that he has forgotten to call on Francis Fynn as a witness, with respect to the amount of damage he has sustained.

Done at Graham's Town, day and year as above.

Saturday, the 1st November 1823.

The Court, in consequence of the declaration of the plaintiff, in the combined cases Nos. 5. & 8, that he had forgotten to give in the name of Francis Fynn as a witness, having re-opened this case, the plaintiff requests, in presence of both the defendants, that the evidence of Francis Fynn, which is contained in the proceedings Nos. 4. & 6, may be taken into consideration in the decision of this case also; and hereupon exhibits a general power of attorney from the firm of Ebdon and Eaton, executed in favour of him, Bishop Burnett, on the 10th March 1821, before the notary Cadogan; and further says, in refutation of what has been advanced by the second defendant,—“ I passed a mortgage of my property to Ebdon and Eaton, as preferent claimants, with the specific and avowed intention of disarming Mr. Hart's vindictiveness, and preventing his forcing a sale of my property under crushing disadvantages, because Mr. Hart was known to be desirous of possessing my grant of land from the government, which he had applied for to Sir Rufane Donkin within two hours of its being given to me. To suffer the fruits of my lavish expenditure upon the farm thus to fall a prey to Mr. Hart, (be the motive which induced his hostility what it may,) which must have been the case but for this precautionary measure, would have been, in my opinion, as well as in that of many able and most respectable advisers, an act of egregious folly. This, and no other consideration in life, induced me to mortgage the whole of my property to Messrs. Ebdon and Eaton, although that firm had previously applied to me to give them such security, upon the circulation of some slanders to my prejudice. Alluding to my vindication of Captain Stockenstram, in a cabal intended to ruin his reputation, and to prove the force of these slanders, that firm returned me bills I had sent it upon London for 200*l.* only the very post before applied for, which were immediately placed by some other house and honoured.

“ If afterwards I had occasion to buy or sell, was it necessary for me to carry this power in my pocket? If so, I have made the mere mistake (in my ignorance of the laws) of doing just what I pleased in my own name, instead of those of Messrs. Ebdon and Eaton.

“ The

"The direct accusation, of having intended and committed fraud in so doing, I shall not trouble the Court with, because I pledge my solemn word of honour to prosecute it before the worshipful bench of Justice at Cape Town as early as I possibly can; while I must impress upon the Court the manifest little-minded rancour of this accusation, in the fact of my mortgage being for the sum of 6,000 rix dollars, while the extent of Mr. Hart's claim (the only one enforced against me) amounted to but 900 rix dollars; and the authenticated estimate of the value of the land alone is now recorded on the books of the Lombard Bank as underrated at 15,000 rix dollars."

The first defendant requests leave to exhibit a general power of attorney, from the firm of Ebden and Eaton to Duncan Campbell; executed before the notary-public J. S. Merriington, on the 14th June 1822, and says,—“I deny every thing which the plaintiff has advanced in writing, as being false and groundless, and if it were the production of any other person than the plaintiff, I should consider it as an insult to my character, but which is too well established to be injured by any thing that may come from his lips. The Court must be convinced that all what he has said is false and groundless, and that it is solely for the purpose of gaining time and to rob me of my property.”

The plaintiff says,—“I deny any intention to delay this case before the Court; on the contrary, I wish, just as much as the defendant can, entirely to put an end, as speedily as possible, to all the disputes existing between us; and if the law so decides it, nothing will be more agreeable to me than to see the place in his hands, and every thing that I possess in this colony sold to pay what he has to claim from me; but in all what I have said, it has not been my intention, to lay any thing else to his charge than what he, in my opinion, deserves, and I want nothing more than strict justice.”

The second defendant again persists in what has been already advanced by him in this case.

The Court resolves to subjoin the above to the combined cases, Nos. 5. & 8, which have been held in advice.

Done at Graham's Town, day and year as above,

(signed) P. J. Truter, jun.  
P. B. Borchers.

In my presence, (signed) G. Bergh, Sec.

(A true translation.) Hen<sup>y</sup> Murphy, Sw<sup>a</sup> Trans.

(Translation.)

RECORDS held before Messrs. P. J. Truter, jun. and P. B. Borchers, constituting the Commission for administering Justice in the Country Districts.

Friday, the 31st October 1823.

No. 7.

*Bishop Burnett*, Plaintiff, in a case of Defamation, versus *Robert Hart*, Defendant in said Case.

THE district's clerk and interpreter exhibits his prothocol, as a proof that this case has been duly noted.

The Court having endeavoured to effect an amicable arrangement between the parties; the plaintiff declares he has not any objection to withdraw this action, in which the defendant having acquiesced, the parties dispense with the Court taking further cognizance of this case.

The Court holds the same as communicated.

Done at Graham's Town, day and year as above.

(signed) P. J. Truter, jun.  
P. B. Borchers.

In my presence, (signed) G. Bergh, Sec.

(A true translation.) Hen<sup>y</sup> Murphy, Sw<sup>a</sup> Trans.

(Translation.)

RECORDS held before Messrs. P. J. Truter, jun. and P. B. Borchers, constituting the Commission for administering Justice in the Country Districts.

Friday, the 31st October 1823.

No. 15.

*Robert Hart*, Plaintiff, in a case of Debt, versus *Bishop Burnett*, Defendant in said Case.

THE district's clerk and interpreter exhibits his prothocol, as a proof that this case has been duly noted.

The plaintiff says, for claim—"The defendant is indebted to me a sum of 1,000 R. dollars for rent of the place Doorn Valley, as appears by the lease I have already exhibited; R.600 of which was payable on the 25th May 1822, and the remaining R.600 on the 25th May 1823, with the interest since these two dates, and the costs."

The defendant, in answer, says,—“I refer to the tenor of my lease and to the contents of the document which I filed in the case No. 14; I therefore conclude for the rejection of the claim, with the costs.”

The plaintiff persists for reply.

The defendant persists likewise for rejoinder.

The Court holds this case in advice.

Done at Graham's Town, day and year as above.

(signed)

*P. J. Truter, jun.  
P. B. Borchers.*

In my presence,

(signed) *G. Bergh, Sec.*

(A true translation.)

*Hens Murphy, Sw<sup>a</sup> Trans.*

(Translation.)

RECORDS held before Messrs. P. J. Truter, jun. and P. B. Borchers, constituting the Commission for administering Justice in the Country Districts.

Friday, the 31st October 1823.

No. 16, at the request of the parties, combined with No. 17.

*Robert Hart*, Plaintiff in a case of Damages, for taking away a number of Fruit Trees from the place named Doorn Valley, and for breaking down and otherwise destroying two Buildings which had been erected on said place, versus *Bishop Burnett*, Defendant in said Case.

THE district's clerk and interpreter exhibits his prothocol, as a proof that this case has been duly noted.

The defendant requests that David Barnes and George Shellerd may be heard as witnesses on his behalf.

The plaintiff consents.

The Court,—fiat.

"The plaintiff says for claim,—“When I let the place, Doorn Valley, to the defendant, on the 21st May 1820, there was a great number of fruit trees there of different sorts. In the month of July 1822, when I accompanied the persons who were sent there to appraise the improvements that had been made, I perceived that more than two-thirds of the fruit trees had been carried away from the place, and a quince hedge rooted out. There were then two buildings which had been erected there, and an orchard of fruit trees that had been planted by the defendant. About the 9th of June last, I went to visit the place, and saw that the trees in the orchard, which had been planted by the defendant, were pulled out, and also several others from the garden. I cannot exactly say how many fruit trees were on the place, but there were some hundreds, the youngest of which would have been now nine years.

“I also found on that occasion, that of the two houses which had been built by the defendant, one was destroyed, and the other without the doors and windows, and otherwise damaged. Although I have laid the damages in this case at only 2,000 R. I have merely done so to fix a certain sum, and I leave it to the Court to appoint three arbitrators, in order to prescribe the amount of the damage, and likewise determine on the costs.”

The defendant says,—“I have not any objection to the amount of the damages being prescribed by arbitrators, on condition that one of the arbitrators shall be appointed by the Court, one by the plaintiff, and one by the defendant, before whom, then, the witnesses called on both sides can be heard.”

The parties engage to name both their arbitrators in the course of this day.

The Court acquiesces.

The above parties having re-appeared at three o'clock this day, the plaintiff declares that he has appointed Thomas Philips as his arbitrator, while the defendant says that he submits the appointment of his arbitrator to the Court.

Done at Graham's Town, day and year as above.

Saturday, the 1st November 1823.

The Court being about to name the arbitrators in the combined cases Nos. 16. & 17, the defendant declares that he has reconsidered the matter, and cannot enter into the proposed arbitration, but requests that the Court may decide the case.

The

The Court proceeding accordingly to hear this case, the parties request that the evidence of Francis Fynn may be taken into consideration in the decision hereof.

The Court,—fiat.

The following witnesses are hereupon called at the request of the plaintiff.

*Peter Reteif*, born in this colony, forty-three years of age, who having been made acquainted with the reasons of his appearance, and thereupon duly sworn, is examined and answers as follows:—

Questions by the Plaintiff, R. Hart.

§ Did you let the place Doorn Valley to me during the years 1817 and 1818?—*Answer.* Yes.

§ Was there not a great number of fruit trees of different sorts, on the place, at the time it was in your possession?—Yes.

§ When you were constituted one of the commission, which was sent by the landdrost in the month of July 1822 to inspect the place, did you not, on that occasion, perceive that a great number of the trees had been taken away?—I missed a great many trees from the places where they had stood; but where they were carried to, I do not know.

§ Did you then see an orchard bearing fruit at the place surrounding the round-house?—There were some fruit trees on one side of the round-house, but they were then young.

§ How old do you think those trees were, and could they bear fruit?—There were trees of two years old, but the most of them were newly grafted.

§ When you visited the place some time ago, in order to ascertain how many trees had been taken away, were those trees, respecting which I just now questioned you, planted?—I saw some of them standing there, but not all.

§ Did you not at that time depose before the landdrost on oath, that several hundreds of fruit trees were taken away from the place during the time it was in Mr. Burnett's hands?—I did give such a deposition. It did amount to some hundreds, as you planted fully a muid of seeds and stones.

§ Were not the trees which you planted therefrom, and from the hedge, all taken away from the place?—Yes, they were all away from the places where they had stood.

§ How old were those trees, and would they not have borne fruit had they remained?—Yes, they would all have borne fruit.

§ Would they not have borne fruit some years ago?—Yes, there were trees which had already borne fruit when I rented the place.

§ When you visited the place with me some months ago, did you not see that a number of fruit trees of different sorts had been taken away from the garden occupied by Mr. Burnett, excepting those which stood in the Kloof?—Yes, I missed some there also, which were no longer there.

§ What do you think to be the value of the trees that have been taken away from the place, since it has been occupied by Mr. Burnett?—According to the price they are sold for here, I should say they were worth three hundred rix dollars.

§ Would not those trees which would now be eight years old, in case they had remained at the place, and even the youngest of them, be worth more than what they are sold for here?—I have calculated them according to their present size.

§ When you constituted one of the members of the commission which was sent by the landdrost to inspect the place, were there not two houses there which had been built by Bishop Burnett, and which you were directed to appraise?—Yes.

§ Were those two houses still there the last time you visited the place?—One of them not.

§ Did you not hear that Mr. Burnett had pulled down one of them, and dismantled the other?—No, I did not hear any thing of that.

§ Did you not remark in the course of the inspection in the month of July 1822, and also some months ago, when you visited the place with me, that the land lay quite waste in consequence of Mr. Burnett having neglected to cultivate it?—Yes, the lands were foul.

§ Were not the ditches very foul?—Yes.

Questions by the Defendant, Burnett.

§ Was the place offered you for sale, and at what price?—*Answer.* To the best of my recollection about seven years ago for R. 4,000.

§ What rent did you pay to Mr. Hart?—Two hundred rix dollars per year.

§ Do you think that you then paid a high or a low rent?—I conceive it was a low rent; for in the first year I won one hundred and sixty muids of wheat, and between fifty and sixty of barley.



§ At whose request did you go to the place, in the month of July last year, in order to appraise it?—Van Rovyen and I were requested thereto by Mr. Onkruydt.

§ Did you not say that I was wasting money on the place, and that if I succeeded I should be the first person that did so?—If I said that Bishop Burnett spent much money on the place, I said nothing more than the truth; but I do not know of ever having said any thing about his succeeding there.

§ When you first heard that Mr. Hart was prosecuting me for debt, did you not say it was a hard thing against such a tenant as I?—It is possible that I may have said so, but I do not now recollect it.

§ Would you, under similar circumstances, act in the same manner to a tenant?—I know nothing of the circumstances—I am not hard on my fellow creatures—I do not know what took place between Mr. Hart and Mr. Burnett.

§ By what authority did you, with Mr. Fynn and Mr. Hart, come to the place on the 22d of April last?—Mr. Hart came to me, and requested me to do him the pleasure to ride with him to the place.

§ When you saw the place, the preceding year, at what amount did you value the improvements?—At thirteen hundred and fifteen six dollars.

§ Did not Mr. Hart endeavour to lessen your ideas as to the improvements in every respect?—No, I cannot say so.

§ Were not the trees in the Kloof planted free, so as not to be injured by the cattle?—Yes, when I had the place. Then there was a ditch, which was afterwards neglected; but I must say that Mr. Fynn also had the place a year.

§ Do you think that any of the trees would be now remaining in case I had left them there?—The trees which Mr. Hart planted there were as high when I had the place as the top of this room, and must be there still; they could not be well destroyed by the cattle, although the young trees could.

Question by the Plaintiff, Hart.

§ When you let a place to any one, do you consider that person responsible for keeping the ditches in order, and preventing the trees being destroyed or damaged in any manner?—*Answer.* Yes.

*Henry Turner*, forty-nine years of age, born in England, who having been made acquainted with the reasons of his appearance, and thereupon duly sworn, deposes, through the interpretation of Mr. Nuldt Van Onkruydt, as follows:—

I was in the service of Mr. Burnett, and received an order from him before the 26th May last, not to take away any trees belonging to Mr. Hart, on the place occupied by him below that of Mr. Fynn.

Questions by the Plaintiff, Hart.

§ Were you not overseer to Mr. Fynn at the time he occupied the place which is now in the possession of Mr. Burnett; and did you not remain there all that time?—*Answer.* I was in the service of Mr. Fynn, whom, to the best of my recollection, I left on the 5th March, and went into the service of Mr. Burnett on the 29th of May.

§ Were there not a great many trees taken away from the place during the time that it was occupied by Mr. Burnett?—That I cannot say.

§ Are the same fruit trees, which were on the place when Mr. Fynn left it, still there?—That I cannot say.

§ Were you not with me in the month of July last year, and did you not then tell me that you would inform me where all the trees had been taken to, as well for presents as for sale?—No.

§ During the time that you lived in the garden of Mr. Burnett, do you know of his having given orders to pull a house down that stood there?—No.

Questions by the Defendant, Burnett.

§ When I took possession of the place from Mr. Hart, was not every one of the fruit trees brought to the garden and orchard, in order that they might grow better there, as they were liable to be destroyed where they stood?—*Answer.* To the best of my recollection, all the fruit trees were brought there.

§ Did you not report to me the second year after the trees were planted, that they would not grow and were withering?—Yes.

§ Did I not, in consequence, give you orders to transplant them any where, where you could but find room?—Yes.

§ Did you not hear me say to Fuller, that he might dispose of the remainder of the trees as he thought proper, either by selling them or otherwise, and was there not then some left, which were obliged to be thrown away?—It is true.

§ Have I not reared some hundreds of fruit trees, since I have had the place in my possession?—Yes, a certain number; but I cannot say how many.

§ Did

§ Did I not, by great care and attention, considerably improve the quality of the trees on the place in the intermediate time?—Yes, by grafting.

§ Were not you, together with four others, employed the whole of one Sunday in transplanting trees from the place of Botha?—Yes.

§ Did I not receive a great number of trees, both from Cape Town and elsewhere?—Yes.

§ Do you not conceive, that if the number of trees had been counted at the delivery of the place, the number now there would exceed it?—That I cannot say.

§ When I took possession of the place, did I not entirely new plant the garden and level it, in such a manner as if it had never before been worked?—A part of it was levelled by Mr. Fynn, and the remainder by Mr. Burnett.

§ Has the smallest part of it the same appearance as when I took possession of it?—No; I cannot say that it has.

§ Do you not know that the kitchen, long before it fell in, was declared uninhabitable, and not capable of being occupied?—That I cannot say. When I slept there I saw it was dangerous, and one evening that I was out, one of the gable ends fell in; it was a considerable time before, I believe five or six months.

§ Has not that building been cracked and rent on all sides during the last eighteen months?—Yes.

§ When I left the buildings at the place, did I not give orders to take away the doors and windows of the lodge, so that they might not be damaged or stolen?—That I cannot say.

§ What do you think it would cost, in six dollars, to repair the damage done by the last floods to the garden, so as to bring it into the same state as it was before?—I should not be able to bring it into its former state for R. 500.

*Henry Fuller*, twenty-nine years of age, born in England, who having been made acquainted with the reasons of his appearance, and thereupon duly sworn, is examined and answers as follows:

Questions by the Defendant, Burnett.

§ When I first took possession of the Doorn Valley, were not you the person who conducted my establishment?—*Answer.* Yes.

§ Were the fruit trees, which stood on the place in the Kloof, free of being destroyed by the cattle?—No; many of them were broken off, from the first moment that I came there.

§ Was there any fence round the place that could prevent the cattle?—No; the cattle went every where, when I came there.

§ Were there not three ploughs at work, and were you not present at the ploughing?—Yes.

§ Was not that land, as well as that belonging to the labourers, in such a state as if it had never been worked before?—I am not able to answer this question properly.

§ Did I not transplant the trees that were in the Kloof into the garden, and make an orchard?—They were transplanted after I had left the place.

§ Do you not know that I got a great number of trees from the place of Botha, and also from other places?—Yes.

§ When I broke up the orchard, and selected out the best trees, did I not tell you to dispose of the others as well as you could?—Yes.

§ What was the whole amount of the trees you sold?—Thirty-seven six dollars.

§ To the best of your knowledge did I, or any other person, ever sell a tree from the place?—No.

§ Did you not declare the building that served for a kitchen to be irreparable, and unsafe to live in?—I received a letter from Mr. Burnett to examine that building, and as I did not conceive myself, as being a carpenter, a judge of the mason work, I took a mason with me, who declared it would be useless to undertake to repair it, for that it was not safe to live in.

Question by the Court.

§ How long before the building fell in was it that you caused it to be examined by the mason?—*Answer.* To the best of my recollection it was about twelve months before.

Questions by the Defendant, Burnett.

§ Before that you inspected the building, did not one of the gable ends, and a part of the front, fall in through a storm, which you afterwards built up again?—*Answer.* I was not at the place then!

§ Did you not afterwards hear that the building fell in of itself?—No, I did not.

§ When I took possession of the place, was there any thing there that deserved the name of garden?—When I came first to the place, the garden was entirely overgrown with grass, which being set fire to, several of the trees were damaged. The bark of some of the trees was also gnawed by the mice.

§ Did it not consist of hills and hollows, and was I not at considerable expense to level it?—A part of it was very uneven, which Mr. Burnett levelled.

§ Have you not several times heard different people speak of the great expense which I was at on the place?—Yes, I have.

§ How many families did I support at the place, when you were there?—I cannot say to a certainty, but I believe there were fourteen families there at one time.

§ Did I not feed, during the first six months, as far as I can remember, from fifty to sixty-eight persons, as well Hottentots as others, who were at the place?—I never counted them, but there were some large families there.

#### Questions by the Plaintiff, Hart.

§ How many fruit trees do you suppose were taken away from the place during the time it was in the possession of Mr. Burnett, with the exception of those you have already mentioned?—*Answer.* I have not seen the place for the last eight months, and therefore I cannot say.

§ Do you not know that there were a great number of fruit trees on the place when you were there, which were afterwards removed to other places?—I do not know that there were any other trees carried away than those I have already spoken of, or the few that Mr. Philips received.

§ How many trees did you get from Bishop Burnett that were not good for any thing?—I never counted them.

*William Morgan*, twenty-four years of age, born in England, a carpenter, who having been made acquainted with the reasons of his appearance, and thereupon duly sworn, deposes, through the interpretation aforesaid, as follows:—

I know nothing about carrying away any fruit trees, nor about the pulling down of a house. I only know that the gable end of one of the buildings fell in twice; the first time was about eighteen months ago, the last time I do not know when it was, but I believe it was with the last rains. When I passed by the place I saw that the building had fallen in. This is all I know, for I was not present when the kitchen or any of the buildings fell down, excepting that I took up the floor and the boards in the kitchen.

#### Questions by the Plaintiff, Hart.

§ Was not the gable end kept up for a considerable time by thongs of raw hide, which were bound round it to prevent it from falling?—*Answer.* Yes.

§ Did not you, as well as others, leave your beds several times through fear that the building would fall in?—Yes; I did not leave my bed, but I said that if a storm came I should go out, for that I did not think it safe.

§ Were not the walls of the gable ends so rent that they could not be repaired?—It was impossible, according to the best of my opinion, to repair them in such a manner that a good house could be made of it.

§ Did you not hear that it fell down afterwards?—Yes.

#### Question by the Court.

§ Are you in the service of Mr. Burnett or of Mr. Hart?—*Answer.* I was in the service of Mr. Burnett, but I am not now in the service of either.

The defendant says, he desists from the evidence of Jane Milne, David Barnes and George Shellard, as he conceives the points to be sufficiently proved by the other witnesses.

The plaintiff further says,—“I persist in my claim for the payment of a sum of two thousand six dollars, with the costs; and as Mr. Burnett has endeavoured to make it appear that the harvest of the place is worth R. 10,000 per annum, I claim a further R. 2,000 in addition to the other R. 2,000, for the loss of the harvest of this year, the place having been illegally withheld from me after the expiration of the lease on the 25th May last; and I request that the title deed and diagram of the place may be delivered up to me *cum* expenses.”

The defendant says,—That he opposes the claim of the plaintiff; and requests that it may be rejected, with the costs.

The Court holds this case in advice.

Done at Graham's Town, day and year as above.

(signed) P. J. Truter, jun.  
P. B. Borchers.

In my presence, (signed) G. Bergh, Sec.

(A true translation.) Hen<sup>y</sup> Murphy, Sw<sup>o</sup> Trans.

(Translation.)

EXTRACT.

L<sup>a</sup> A.

12th October 1822.

*Robert Hart*, Plaintiff, for the cancelling of a Lease of the place named Doorn Valley, and for an ejectment from said Place, versus *Bishop Burnett*, Defendant in said Case.

THE plaintiff exhibits, 1<sup>mo</sup> a lease executed before the notary public *Staedel* and witnesses, from the plaintiff to the defendant; and,

2<sup>do</sup> An extract from the Cape Town Gazette, from which it appears that the defendant is made known as insolvent, and makes claim and concludes as in the presentation.

The defendant says,—That this action arises out of an advertisement inserted in the Cape Town Gazette by the sequestrator, namely, that his estate is insolvent; and that in order to prove that this is not the case, it is necessary for him to write to Cape Town, which he has not yet been able to do, and therefore requests a term till such time as he can procure from town the requisite documents for his defence; and as a proof that this his assertion is not a mere pretext, he begs leave to refer to the evidence of the landdrost, who knows that a great question still exists whether his estate is insolvent or not.

The landdrost says,—That there has been a correspondence on the subject, and that all further steps have been postponed in consequence.

The Commission postpones this case, as it appears that the defendant has not had proper time to prepare himself for his defence.

(signed) *Walter Bentinck*,  
*P. S. Buissini*.

In my presence, (signed) *R. J. V. D. Riet*, Sequestrator.

(A true extract.) (signed) *M. Onkruyd*.

(A true translation.) *Hens Murphy*, Sw<sup>n</sup> Trans.

(Translation.)

L<sup>a</sup> B.

EXTRACT Resolution passed by His Honor the Chief Justice Sir J. A. Truter, knight, and the Members of the worshipful Court of Justice of this Government, on Thursday the 10th July 1823.

READ a memorial from advocate *H. Cloeti* on behalf of *Robert Hart*, exhibiting a lease of the place named Doorn Valley, belonging to said *Hart*, granted by him to *Bishop Burnett*, and executed before the notary, *F. H. Steadel*, and certain witnesses, on the 13th June 1820, together with a letter dated the 21st February last, from said *Hart* to him the advocate, and requesting, on the grounds more amply stated in said memorial, that authority may be granted to the board of Landdrost and Heemraden of Albany, pending the proceedings between said *Robert Hart* and *Bishop Burnett*, provisionally to dispose on a request to be made by the former to that board for an ejectment from said place Doorn Valley, and that an extract of the resolution to be passed by the Court may be granted without resumption; said memorial being of the following tenor:—

F. I.

Having deliberated thereon, resolved to authorize the board of Landdrost and Heemraden of Albany, and they are hereby authorized accordingly, saving the prosecution of the action before the ensuing Commission of Circuit, with regard to the question between the parties respecting the quitting of the aforesaid place Doorn Valley, to grant a decree of ejectment from said place Doorn Valley, in case the question should be regularly brought by *Robert Hart* before that board, and should they after, having heard the parties, find grounds thereto; and this by default, in case the defendant on being duly summoned should not appear without being prevented by any legal cause.

An extract hereof with resumption to be granted, and the memorial with the documents annexed thereto returned to the advocate aforesaid, for his information and guidance, and a like extract to be forwarded to the board of Landdrost and Heemraden of Albany, to serve as their authority.

(A true extract.) (signed) *D F. Bennangé*, Sec.

(A true translation.) *Hens Murphy*, Sw<sup>n</sup> Trans.

(Translation.)

L<sup>a</sup> C.

Cape Town, 11th July 1823.

Sir,  
I HAVE the honour to transmit you herewith an Extract of a Resolution passed by His Honor the Chief Justice and the Court on yesterday, granting authority to the board of Landdrost and Heemraden of Albany, saving the prosecution of the question between Robert Hart and Bishop Burnett, before the ensuing Commission of Circuit, to take cognizance of an action for ejection from the place Doorn Valley, should the case be regularly brought before the board.

I have the honour to be, Sir, your most obedient servant,

(signed) *D. F. Bennangé, Sec.*

Harry Rivers, Esq.

Landdrost of Albany.

(A true translation.)

*Hen. Murphy, Sw<sup>a</sup> Trans.*

(Translation.)

L<sup>a</sup> D.

EXTRACT Resolution passed by His Honor the Chief Justice, Sir J. A. Truter, Knight, and the Members of the Worshipful Court of Justice of this Government, on Friday the 5th September 1823.

READ a report from R. J. V. D. Rict, esq. sequestrator to this government, on two letters referred to him for the purpose, from Robert Hart and Charles Stone to His Excellency the Governor, respecting the not proceeding in execution against Bishop Burnett; and to which report are added copies of two letters, one to the landdrost and another to the secretary of Albany, said report being of the following tenor:—

F. I.

Having deliberated thereon, resolved to forward copies of the sequestrator's report, and of the letters annexed thereto, as also of the two letters from Robert Hart and Charles Stone to His Excellency the Governor, to the Commission of Circuit, for their information and guidance, with orders to the sequestrator to provide the said Commission, on his part, with all the documents and information, as well with regard to the sentence filed for execution in favour of R. Hart against B. Burnett, as to the estate of said Burnett in general, in order that the Commission may be made acquainted with the whole of the case, and thereby enabled to decide finally thereon.

An extract hereof to be granted to the sequestrator for his guidance, and information of this measure taken by the Court to be transmitted to His Excellency the Governor, and the two original letters from R. Hart and Charles Stone returned.

(A true extract.) (signed) *D. F. Bennangé, Sec.*(A true translation.) *Hen. Murphy, Sw<sup>a</sup> Trans.*

(Copy.)

TO His Excellency Lord Charles Henry Somerset, Governor and Commander of the Forces at the Cape of Good Hope, &c. &c. &c.

My Lord,

I HAVE been honoured with your Lordship's note of the 11th ultimo, and am at a loss for words to express my gratitude to your Excellency for your kindness in the interfering on my behalf in the case of Mr. Bishop Burnett, which has brought a decree from the worshipful Court of Justice, empowering the Landdrost and Heemraden of this district to decide the case; in consequence of which I repaired to Graham's Town, to be present at their first sitting on the first Thursday of August, but am sorry to find that no Court of Landdrost and Heemraden can sit till the 15th September next, owing to the absence of the district secretary, by which of course the whole is frustrated, and Mr. Burnett has again gained time to do as he pleases with my property. The depredations he has committed, and is continuing to commit, cannot be made good by him during his life-time if he was inclined to conduct himself properly, but I fear that is no part of his intention.

May I presume to crave your Lordship's interference once more in my behalf respecting the sequestrator, as all the injuries I have sustained by loss of property, as well as all representations that I have made, have originated (in my opinion) in the sequestrator not carrying into execution the sentence I obtained against Mr. Burnett two years ago, which was handed to him to be carried into effect. All that he has done is to publish the insolvency, authorizing his agent, the landdrost of Albany, to act thereon, which he afterwards stopped, assigning as a reason that Messrs. Ebdon and Eaton were about to make arrangements for the settlement of his debts; but I have heard nothing of any kind from the sequestrator on the subject, and Mr. Burnett is allowed to transact, to a considerable extent, as a solvent person, in fact, as a person of property. I am informed that he has sold two patches of wood or bush on his grant obtained from government, one for R.500, and the other for R.400, and of late he has had three persons to value this property or grant, who, from what motives I cannot tell, have appraised it at R.15,000, for the purpose of obtaining a loan thereon, in mortgage to the Lombard Bank, of two thirds of that amount; it strikes me, that what-

ever

ever this property may be worth, it should be disposed of for the payment of those debts he had contracted up to the period of his insolvency; if a surplus, that it should be appropriated to the liquidation of his debts since that period, which are considerable; and if inadequate, that the sequestrator is responsible for the remainder, not having acted upon the sentence now in his possession. May I crave your Excellency's interference in this case, and beg your Lordship will urge the sequestrator to pay the debts due to me, as no doubt he has good ground for not carrying his sentence into effect; if not, I conceive he is responsible to me for every debt contracted by Mr. Burnett since my sentence has been handed to him, as I have mentioned to him that his, Mr. Burnett's, debts were increasing monthly *R.* 50 for that farm; however, I merely hint my opinion upon this subject, and leave the whole to your Lordship's better judgment.

I have the honour to be, my Lord, your Lordship's most obedient humble servant,  
*R. Hart.*

(A true copy.) *D. F. Bennangé, Sec.*

Graham's Town, 8th August 1823.

(Copy.)

Graham's Town, 10th August 1823.

THE Memorial of Charles Stone, Merchant, Graham's Town, to His Excellency Lord Charles Henry Somerset, Governor of the Cape of Good Hope, &c. &c. &c.

Humbly sheweth,

THAT your memorialist is a creditor on the estate of Bishop Burnett, declared insolvent by the sequestrator in the Cape Courant, dated 27th April and 4th May 1822.

That your memorialist has never received any dividend on said estate, nor does he find that any steps have been taken to dispose of his property for the benefit of his creditors. Your memorialist is acquainted that the sequestrator, soon after the publication of the insolvency, did institute some proceedings here; but they were almost immediately stopped, in consequence of a proposition made by Bishop Burnett, through Mr. Eaton, to the sequestrator, to pay his creditors by bills drawn by him on Sir Robert Burnett & Co. Vauxhall. This proposition was never made to the creditors; and your memorialist, being at the time in Cape Town, was told by Mr. Eaton that it could be of no avail, he having just received letters from his partner, Mr. Ebden (then in England,) that Bishop Burnett's bills would *not be paid*. A year has almost elapsed since that communication, and yet B. Burnett continues to act as a *solvent man*, buying, selling, and exchanging without the fear of the laws before his eyes.

Your memorialist could bring, in proof, many instances; but he will content himself by mentioning only three, namely,

1st. B. Burnett bought of one Mr. Kenny, a tanner, one hundred ox hides, and sold them to one Senets, at Port Elizabeth; this was about six months since.

2d. Nearly about the same time, he sold to one Ulgate, a settler, ten oxen, for 250 rix dollars; and,

3d. Now within a week or two, he has sold to one Lee a patch of wood on his grant for three hundred rix dollars; and to another, of the name of Vancourt, another patch for six hundred rix dollars;

*All in his own name*, although he took an oath before the authorities here, on the 30th March 1822, that he had *no property whatever*. (This was in consequence of two sentences against him by the sequestrator, one in the case of Mr. Hart, and the other of Lieutenant Devenish.) He swore that all he had in possession belonged to Messrs. Ebden and Eaton, by virtue of a bond given to them by him; and that he acted as their agent, by virtue of a power given by them to him.

Your Excellency will no doubt see that this has strongly the appearance of a *manœuvre* to defraud his other creditors.

Your memorialist knows that Messrs. Ebden and Eaton are possessed of a bond to secure their debt, of about four thousand rix dollars; but surely that does not give them (and your memorialist has too high an opinion of those gentlemen to suppose them to claim) the power of disposing of the property for their *sole advantage*.

The bond can be nothing more than a collateral security for their claim. The property (your memorialist presumes to think) should be sold off by the sequestrator for the benefit of all his creditors. This property has been lately estimated (by three persons selected by B. Burnett, for the valuation of it, in order to get an advance from the Lombard Bank,) at fifteen thousand rix dollars!

The delay in the proceedings against Bishop Burnett affects your memorialist in a greater degree than any other of his creditors, having a claim of upwards of eight thousand rix dollars upon the estate of George Bennett, a bankrupt, more than two years ago, to which estate the said Burnett is a debtor two thousand five hundred rix dollars, so that, as the law of the colony seems to be, that the sequestrator can make *no dividend* till he can make a *final one*, your memorialist is kept out of his dividend on George Bennett's estate till the debt due by B. Burnett is *paid or settled*.

Thus your memorialist is deprived of the use of a considerable sum of money for an indefinite time.

Your memorialist in conclusion begs leave to state, that he has no doubt your Excellency will give his case as early a consideration as the multifarious concerns of the government will permit, and adopt such measures for relief as your Excellency's wisdom shall think fit.

And your memorialist, as in duty bound, will ever pray.

C. Stone.

(A true copy.)

D. F. Bennangé, Sec.

(Translation.)

Cape Town, Sequestrator's Office, 4th Sept. 1823.

TO His Honor Sir J. A. Truter, Knight, Chief Justice, and the Members of the  
Worshipful Court of Justice.

Worshipful Gentlemen,

THE undersigned sequestrator has the honour to report on the disposition of this worshipful court, dated the 28th August last, respecting certain complaints sent in by Robert Hart and Charles Stone, of Graham's Town, to His Excellency the Governor.

That in the opinion of the sequestrator, said Robert Hart and Charles Stone have acted very improperly, in not bringing the circumstances mentioned in their letters respecting the transactions between them and Bishop Burnett to the knowledge of the local authorities at Graham's Town, where he lives, who would have been better enabled to have immediately inquired into the case, instead of troubling his Excellency the Governor; and the more so, because they knew, as appears from their letters, that Burnett had declared at the beginning that he did not possess any thing, as they plainly acknowledge in their letters.

The undersigned, on being informed of those complaints, wrote last week to the secretary Le Sueur, his agent, on the subject, as will be seen by a copy of that letter annexed hereto; and as he was informed that his said agent had set out on a journey to Cape Town, without being certain whether he had changed his plan and returned back again, the undersigned enclosed that letter in another to the landdrost, in which he requested the latter, in case the secretary should not be present, as will also appear from the copy of the other letter likewise annexed, then to act with all possible speed according to the tenor of the letter to the secretary, and to the contents of both which letters the sequestrator, for the sake of brevity, begs leave to refer; and it remains to be seen in how far both those statements are conformable to truth. In the mean time, it appears strange to the sequestrator, that as Bishop Burnett declared to the landdrost at the time he was agent, not to possess any property, the landdrost did not mention his having a piece of freehold or quit-rent land, which now appears from the memorials from Hart and Stone; and which he Burnett was said to have valued at R. 15,000 to the Discount Bank, and requested a loan of R. 5,000 thereon. If this be true, which the sequestrator very much doubts, (at least he declares on the oath taken by him on entering on his office to be completely ignorant of it,) the landdrost ought to have known of it, and he has therefore been guilty of an unpardonable neglect in not having seized this freehold or quit-rent, or given the sequestrator information of it, as the sequestrator is unacquainted at Graham's Town, and if he were present could not, possibly, know any thing of it, and the gift of omniscience cannot be expected from him.

The sequestrator will inform himself of all these particulars from the secretary Le Sueur (who arrived in town after the above-mentioned two letters were dispatched) previously to his departure, and give him the necessary instructions in this regard; and he will also make inquiry at the Discount Bank about the loan of R. 5,000 applied for by Burnett.

The sequestrator begs leave to return herewith the two memorials, and to transmit this as his report; while he has the honour to subscribe himself, with the greatest respect,

Worshipful Gentlemen, your most obedient servant,

(signed) R. J. V. D. Riet, Sequestrator.

(A true copy.) (signed) W. J. Smuts, Clerk.

(A true translation.) Henry Murphy, Sw<sup>n</sup> Trans.

(Translation.)

Harry Rivers, Esq. Landdrost, Graham's Town.

Sir,

Cape Town, Sequestrator's Office, 29th August 1823.

AS I understand that Mr. Le Sueur may be on his journey to Cape Town, and as I am ignorant whom he may have surrogated as his agent, I take the liberty to enclose you a letter to him open, requesting that you will, in case of the absence of Mr. Le Sueur, act conformably with the contents thereof, and this as soon as practicable.

Should Mr. Le Sueur be present, you will have the goodness to deliver him the enclosed; in expectation of which,

I have the honour to be, Sir, your most obedient servant,

(signed) R. J. V. D. Riet, Sequestrator.

(A true copy.) (signed) W. J. Smuts, Clerk.

(A true translation.) Henry Murphy, Sw<sup>n</sup> Trans.

(Translation.)

J. T. Le Sueur, Esq. Secretary at Graham's Town.

Sir,  
Cape Town, Sequestrator's Office, 29th August 1823.  
MR. HART having transmitted for execution a sentence in his favour against B. Burnett to Mr. Rivers at the time he was agent, and Burnett having declared to him that he had no property, for that all he had possessed belonged to the firm of Ebdon and Eaton, whose agent he was, some correspondence took place in consequence; and as both said, Mr. Hart and one Charles Stone, the latter of whom has a claim against Burnett, have sent in memorials to his Excellency the Governor, complaining that he is not prosecuted in execution, while he carries on transactions to a considerable extent at Graham's Town, added to the declaration made by said Burnett before the Commissioner of Circuit last year that he was not insolvent; I therefore earnestly request that you will, without delay, summon said Burnett before you, and should he not come, proceed to his house and demand from him a return of property to cover every thing that is in your hands against him, and having obtained it, publicly sell the same to the amount of the man's debts. Should he refuse, you will take down in writing every thing you find that belongs to him; and should he pretend that this or that belongs to another person, he is to mention the names and to prove it to be so.

In case he should assert that he does not possess any thing, you will then make every possible inquiry and scrutiny that may be necessary, so that said Hart and Stone, and others interested in his estate, may state and point out to you what the man possesses, and with whom he has had, or may have, any transactions, in order that you can act securely in every thing.

Should you actually find that this man does not possess any property, you will give a declaration hereof with Commissioner Heemraden, on making the local scrutiny conformably to the instructions.

In expectation of your answer, I have the honour to be, Sir, your most obedient servant,

(signed) *R. J. V. D. Rict.*(A true copy.) (signed) *W. J. Smuts, Clerk.*(A true translation.) *Henry Murphy, Sw<sup>n</sup> Trans.*

(Translation.)

L<sup>a</sup> E.

Cape Town, Sequestrator's Office, 16th September 1823.

TO the worshipful Commissioners, constituting the Commission for administering Justice in the Country Districts, at present holding the session at Graham's Town, in the district of Albany.

Worshipful Gentlemen,

CONFORMABLY to a resolution passed by His Honor the Chief Justice, and the worshipful Court, on the 5th instant, the undersigned takes the liberty to transmit herewith a number of extracts from the letter book of this office, duly authenticated, and also some copies of letters successively written by the agent of that district to the sequestrator; from which it will appear to your worships, as clear as the sun at noon, that certain Bishop Burnett there has solemnly declared, not only before the late landdrost Jones, but also before the present landdrost Rivers, that he does not possess any thing; in which respect the sequestrator answered both the landdrosts Jones and Rivers, that he could not be satisfied with such a declaration, but that this Burnett must do so on solemn oath, and even then a local investigation made to ascertain if the declaration be conformable to truth, without such having been done, at least for so far as the sequestrator knows.

It is impossible for the sequestrator, as he cannot divide himself, to look after the respective agents in the country districts; he must, therefore, be satisfied with corresponding with them on the different subjects; and it frequently happens that these agents, either through ignorance, and not being sufficiently acquainted with the laws of the colony, or through want of activity, neglect to do their duty. It would therefore be too much (with due submission) to expect the sequestrator, in case these agents do not exert themselves properly, to be responsible for all their proceedings and neglects.

The sequestrator begs leave to apologize for not having sent the original letters, but he is fearful that they may be lost, and that he may still require them, the more so as the original letters which have been sent and received can be seen, if necessary, from the records held at the Drostdy there.

Referring to all the same, the sequestrator has the honour to be, worshipful gentlemen, your most obedient servant,

(signed) *R. J. V. D. Rict, Sequestrator.*(A true translation.) *Henry Murphy, Sw<sup>n</sup> Trans.*



## PAPERS RELATING TO THE

L<sup>a</sup> F.

(Copy.)

H. Rivers, Landdrost of Albany.

Sir,

Colonial Office, 14th August 1823.

I am directed by his Excellency the Governor to transmit to you, for your information, the enclosed Extract of a Report from the worshipful court of justice, on the memorial of Mr. Robert Hart, complaining of dilatoriness on the part of the sequestrator in executing an extent issued by the court of justice against the property of Mr. Burnett.

I have the honour to be, Sir, your obedient servant,

(A true copy.)

(signed) C. Bird,  
D. F. Bennangé, Sec.

(Copy.)

EXTRACT of a Letter from the worshipful the Court of Justice to his Excellency the Governor, Lord Charles Somerset, dated 31st July 1823.

My Lord,

WE have the honour to acknowledge the receipt of a letter from the Colonial Office, dated the 22d May last, enclosing copy of a memorial from Mr. R. Hart, complaining of dilatoriness on the part of the sequestrator, in the executing a sentence obtained in our court against Mr. Burnett, and also of the summary manner in which the proceedings in a case, instituted against him as executor to the estate of the late Captain Ellert, have been carried on, for our inquiry and report.

In dutiful compliance with your Excellency's desire, we have the honour to state in elucidation of the first point, that after the sentence mentioned in the memorial had been delivered over for execution, and that the defendant had declared not to possess any property to satisfy it, an action was brought against him before the last Commission of Circuit for ejectment from the place let to him by Mr. Hart, on which occasion the sentence in question, although not in any immediate connection therewith, somehow or other got combined with that action, and the Commission having ordered the case to lay over for an unlimited time, in order to enable said Burnett to prepare for his defence, an impediment was thereby occasioned to the further proceedings for the execution of that sentence. In the mean time, we have the satisfaction to inform your Excellency, with regard to the most important part of Mr. Hart's complaint, namely, the keeping possession of the place by Mr. Burnett, that we have lately given him an opportunity, notwithstanding the suspension of the case by the Commission of Circuit, of regularly obtaining redress, as we have authorized the landdrost and heemraden of Albany, whenever the question of the ejectment shall be brought by Hart against Burnett in a regular manner before them, to give such sentence therein as good justice shall require.

(A true copy.)

D. F. Bennangé, Sec.

EXTRACT from the official Day-book of the Landdrost of Albany, as agent to the Sequestrator; Saturday, 30th March 1822.

RECEIVED of R. Hart, being provided with a special power of John Devenish, a sentence passed by the Court of Circuit against B. Burnett in favour of John Devenish, amounting to ——— R.

Summoned B. Burnett to appear at my office this day at twelve o'clock.

Bishop Burnett, having appeared before me, stated that he has assigned the whole of his property, of whatever description, by a notarial assignment, made before the notary and witnesses, Francis Henry Staedel, dated 4th February 1821, to the firm of Messrs. Ebdon and Eaton, and that he is now acting as their agent by a special power, made before the notary and witnesses, George Cadogan, in Cape Town, dated the 10th March 1821, and that he is not in possession of any property whatever, moveable or landed, of which he can give an inventory.

He further stated, that if his creditors will be satisfied with bills drawn by him on England, that he is ready to pay every thing that he owes, with interest."

To the above declaration he is sworn by me on the same day.

I, the undersigned, do hereby make oath and declare that the statement made by me this day, before the landdrost of Albany, as agent to the sequestrator, is true and correct.

(signed) " B. Burnett,

" Graham's Town, 30th March 1822."

Sworn before me, this 30th day of }  
March 1822.

(signed) H. Rivers. }

(A true copy.)  
(A true copy.)(signed) H. Rivers.  
D. F. Bennangé, Sec.

No. 26.

BE it known by these presents, to all whom it may concern, that on this day the 13th of June 1820, before me, Francis Henry Staedel, secretary, at the Sub Droastdy of Graham's Town, in the presence of the hereinafter mentioned witnesses, personally came and appeared Messrs. Robert Hart and Bishop Burnett.

And did the appearers notify to me, the undersigned secretary, how they had entered with each other into an agreement or contract for hiring and renting the farm called Thorn Valley, situated in the vicinity of Graham's Town, and the property of the first appearer; and how they were desirous that the articles and conditions of their said agreement should be penned and confirmed into a lawful document by me.

And now the first appearer, Mr. R. Hart, did declare, that he had let his farm called the Thorn Valley aforesaid, with all the buildings erected on the premises, to Mr. Burnett the second appearer, for a space of three years certain, at the rate of 600 rix dollars, C. C. per annum, commencing and having began on the 26th day of May 1820, and elapsing on the 25th day of May of the year 1823; the rent being renewable, if required for three more years, at the expiration of the above-named period, on the same terms.

That in case Mr. B. Burnett, the second appearer, should be desirous during the occupation of the farm, to become a purchaser to the same, him, appearer, R. Hart, shall be bound to give immediate possession and transfer of it to Mr. B. Burnett, the second appearer, on paying the sum of 7,000 rix dollars, in good and lawful currency of the colony, under such regulations as are customary in this settlement, with respect to the charges and expenses attending the transfer.

The second appearer, Mr. B. Burnett, now declared and acknowledged to have hired the farm, Thorn Valley, afore-mentioned, from Mr. R. Hart, for a term of three years, commencing and having began the 26th day of May 1820, and elapsing the 25th day of May 1823, at the rate of 600 rix dollars, C. C. per annum, the rent being renewable at the expiration of the above-mentioned period for three more years, if he, the appearer, should desire.

And that in the event of him, the second appearer, B. Burnett, being desirous to become a purchaser to the afore-mentioned farm, the Thorn Valley, during the period of his occupying the same; he hereby pledged himself to pay for it unto the first appearer, Mr. R. Hart, a sum of 7,000 rix dollars, lawful currency of this colony, under such further regulations as are customary in this settlement of His Britannic Majesty.

For the true and honest performance of this present agreement, both appearers pledged themselves, their properties, and goods, as by law.

Thus done, contracted, and agreed upon, at Graham's Town aforesaid, in the presence of Hendrick Tiegman and Bernhard Urinand, as witnesses; who with the appearers and me, secretary, have signed the minute hereof on a stamp of 24 stivers.

(A true copy.)      Quod attestor,      (signed)      F. H. Staedel, Not.  
D. F. Bennangé, Sec.

(Copy.)

DEFENCE of Mr. Bishop Burnett, permitted to be read by him to the Court of Circuit, in 1823.

IN laying before the Court the facts necessary for its guidance to a strict and impartial appreciation of the various points at issue between Mr. Hart and myself, I must unavoidably enter into much detail; but, as what I have to say will apply generally to all the causes pending between us, this course will, in the end, prove less tedious than by the introduction of every action with its specific exordium.

I must first call the attention of the Court to the commencement of Mr. Hart's hostility; because, in a perception of its motive, it will discover nothing that can possibly be pleaded in justification; on the contrary, it will perceive it to originate in a malice, deducible from causes that in any honest mind should have promoted a very different order of feeling, or in a cupidity that has made this the ostensible one, while the real incentive to his persecution is a desire to convert the fruits of my capital and industry to his own purposes.

I dwell with distinct emphasis upon this feature of the proceedings; because, in the admirable spirit of the colonial laws, which make a pure equity their rule of adjudication, is to be found the strongest hold the suitor can seize upon, in defending himself against malice, persecution, and revenge! I accuse Mr. Hart of having been all along governed by these feelings, and if the evidence I am about to adduce bears out the charge satisfactorily, proportioned to the injury I have sustained by their operation, will be my title to a liberal decision of the Court.

The last time I had any personal communication with Mr. Hart was about the middle of my first year's occupancy of his farm. We were then on customary terms of cordiality; nothing had occurred to create misunderstanding between us; indeed within a day or two of this meeting, I had partly engaged to build a house for him in Graham's Town. At this

interview, he suggested, in a very *considerate* manner, the expediency of my devoting less expenditure to embellishment, and more to profit, than I had hitherto been doing upon the farm, and certainly under circumstances which could attach no sinister motive to his advice, because but a few days before, (in confirmation of a declaration I had long made to him,) a *bonâ fide* sale and transfer of the farm had taken place, and he had named to me Mr. Commissary Johnstone, or Mr. M'Donald the storekeeper, as persons to whom, at my convenience, I might pay the first instalment of the purchase-money.

Upon this understanding the title had long been placed in my possession, and I am satisfied that Mr. Hart as much considered the farm my legal property, as positive intention, good faith, and single-minded dealing could make it. Had I have reflected, that the high moral law, called honour, is not of universal potency, and that neither prosperity or a tailor can make the gentleman, I should have that to lay before the Court, in confirmation of what I now assert, which a reliance upon Mr. Hart's integrity deprives me of.

Within a very little time of this interview, a circumstance occurred at Graham's Town, equally remarkable for its developement of ingratitude, and for the application Mr. Hart has made of it to the purposes before you. Through the intervention of Major Somerset my character was redeemed from the consequences of a slander, too execrable for any vice but ingratitude to have engendered, and a man named Bennett was banished the district in consequence. Mr. Hart, far from discerning supernumerary motives of forbearance in the fact of my escape from the results of a conspiracy between this miscreant and his own son-in-law, for which they are still to this hour at my mercy, could see nothing but a blemish in the family escutcheon; something *worse* than a bend sinister in the arms of the Hart's! which nothing short of my ruin could atone for. This, gentlemen, I solemnly aver to be the fact, however expedient it may be to shroud it in a detail no doubt very different to mine.

Shortly after this affair, I received a letter from Mr. Hart: this letter, gentlemen, will be laid before you. In its contents will be amply illustrated what I have just advanced, bearing in mind (as your perspicacity will do) that no sort of intercourse had taken place between us, from the interview spoken of, until the receipt of this letter.

This *insulting* letter will clearly establish two facts:—the building scheme, and a change in Mr. Hart's conduct; no other way consistently to be accounted for, but in the public degradation of his relations: it follows that Mr. Hart has sought my ruin, simply because these persons failed in accomplishing it beforehand! The allusion in the letter to a deficiency of funds, must, I should imagine, point at me,—have its insolence! for I believe no one, scandalous as we are in this district, has had the temerity to question Mr. Hart's capacity in this way, whencesoever he may derive it; and no doubt, while His Majesty's executive in this colony find it politic to discountenance all other predial pursuits, by the maintenance of this *extraordinary* establishment, Mr. Hart will still *flourish*, exempt from any reproach of pecuniary incapacity.

Mr. Hart now commenced legal proceedings against me for the recovery of a debt accruing upon a sale of cattle, whether honestly or not, is unimportant to the Court, unless my sacred assertion may be borne, with other recollections, to my advantage, that Mr. Hart, in this respect, *infracted* his engagement. Whether the prosecution of this suit was conducted with proper and legal formality, I am not sufficiently acquainted with the laws of this colony to determine; but I *will* venture to say, without any hesitation, that the mere leaving at my house two or three papers in Dutch, and the manner of pursuing the action at a distance, absolutely depriving me of all possibility of defending myself, must, at any rate, be considered a very invidious proceeding, when its ruinous consequences are taken into consideration.

On this sentence being obtained against me, I was applied to by the sequestrator's agent for payment of its amount: it is true, I had not the pecuniary facility of *directly* discharging it, but I had property *more* than commensurate to any claims upon me in the colony, as subsequent facts have proved. This property was mortgaged to the firm of Ebden and Eaton; but for a sum, which make it manifest on the slightest inquiry, that a sufficient surplus would be available for the liquidation of every demand against me; and that no manner of necessity existed for adopting the cruel, arbitrary, and illegal measures, which were subsequently pursued.

After this official intimation, a considerable period elapsed without my hearing further upon the subject; a delay which I sanguinely ascribed to the interposition of his Excellency the Governor, as I had memorialled him upon the peculiar hardship of the case; and the very injustice and persecution of the government had absolutely been productive of the dilemma I prayed to be relieved from! The sentence was at length returned, with orders from the sequestrator to bring my property forthwith to public sale; to order the discharge of my labourers and servants, and to restore the farm called Thorn Valley to Mr. Hart, after a valuation of my improvements upon it. This order was read to me by Mr. Rivers the landdrost, in the presence of the district's secretary; and my answer was in terms to this effect,—That I *had* property *more* than sufficient to meet the sentence, although mortgaged to Messrs. Ebden and Eaton; that the order respecting the farm was a proceeding evidently erroneous, inasmuch as the value attached to the lease was the property of my creditors, whose interests would not permit them to wink at a proceeding so partial and irregular.

- To my inquiry, Whether I was strictly forbidden to keep *one* servant as an attendant upon Mrs. Burnett? I was answered, "Certainly not;" with a *further* intimation (as ordered by the sequestrator) that no manner of attention would be paid to any thing I might again advance in stay of the proceedings, but that my property must be immediately brought to sale.

I have here to encounter a difficulty, which I must look to the indulgence of the Court for the means of surmounting. A communication *likewise* took place at this interview with the landdrost, which I have not disclosed, because it involves proceedings still in progress, upon the termination of which a most important question hinges; and that termination would be certainly influenced against me if *any* public discussion of this communication should prematurely arise. The Court shall, however, be strictly satisfied of the inexpediency of pressing me upon this head, as well as that the suppression of the fact alluded to must, if it bears at all upon the question before them, operate to my disadvantage.

That justice should require such *rigid* austerity of execution as the utter annihilation of a settler's prospects in the colony, and his credit every where else, for the recovery of 900 rix dollars, in right of a man upon whose property I had lavished more than double that number of thousands, appeared to me so monstrous an anomaly in its administration, that I thought it necessary to protest in the strongest language against such proceedings; but, as a comparison of dates will at once prove, it was not attributable to this protest, neither was it attributable to the paternal lenity of his Excellency, (as my application for grace had been long peremptorily refused,) that they were very soon suspended, by a caprice just as *fickle*, *arbitrary* and *unaccountable* as that in which they originated. That Mr. Van der Riet would have *dared*—I say DARED, gentlemen, because it is impossible to apply a weaker term to such palpable indiscretion—that he would have DARED to have thus sported with my property, pursuits, character, peace of mind; and (for aught *he* knew) my very existence in such a colony of pauperism, wherein none but the satellites of the government thrive, without higher sanction, is a proposition, I am persuaded, no rational being will venture to maintain, unless with imputations disqualifying him from a sound performance of the functions with which he is delegated. If, agreeably to the tenor of his advertisement, I *was* insolvent, he had no *manner* of discretion in the case before him; the laws *only* were his guide; their sovereign prescription *alone* was his rule of conduct, from which to deviate was at *least* to incur responsibility, if not to deal in justice.

My property *should* have been sold. If, on the other hand, he *did*, in sufficient time, discover something like rashness and inconsideration in the measures he had adopted, how *infinitely* incumbent on him was a frank *avowal* of his error, beyond the obstinate pertinacity he has shown, to the complete *delusion* of the defendant, and the infliction of injury he can probably neither contemplate or redress! but that (in my opinion) he stands blameless on this point, is a tribute to his consistency I cannot withhold from the Court; for it is my firm belief that Mr. Van der Riet, in *all* the official measures he has conducted in my particular, has acted under the *advice* and *indemnity* of a superior functionary; while it must be admitted, that the whole tenor of his proceedings makes *this* insinuation the highest compliment I can pay him. This was formally notified to me on the 22d of July 1822, while on the 24th came another notice, that the improvements on the farm would be valued the following day. To the conduct of this assessment I particularly call the attention of the Court, as a proceeding *flagrantly* unjust, and marked by the grossest indecency on the part of Mr. Hart. In a case where interests of such importance were at stake, a *show*, at least, of impartiality was expected, however adroitly Mr. Hart's colonial experience might have contrived the introduction of *some* little characteristic obliquities; but here, (to use the words of a great orator,) "the reciprocity was all on *ONE* side." Mr. Hart had it *ALL* his own way; and *then*, not satisfied, (as if suspicious of the very agents he had gleaned from all Graham's Town,) he accompanied them in person, to give poignancy to the ruin he meditated, by the cowardly infliction of a malignant and cold-blooded insult! Mr. Reteif (however respectable a man) was nevertheless the intimate acquaintance and friend of Mr. Hart, and Mr. Van Rovyen, a very honest burgher, stood collaterally in the same relation. These considerations *alone* made the situation highly invidious; while Mr. Hart and myself, as denizens of one land, only separated by the river Tweed, could certainly, in the nomination of our own countrymen, have attained all the ends of a just impartial appraisement; but infinitely beyond this consideration, it is against Mr. Reteif's *incapacity* that I point the force of my protest. How can he *possibly* estimate my expenditure by his own rate of disbursement? Mr. Reteif, with the aid of slaves and Hottentots, can construct dwellings, under contracts, to him of profit and emolument, which would plunge an Englishman into ruin! And as Mr. Van Rovyen has probably not been in the habit of making allowances for embellishments, I *maintain* that these two persons were *singularly* unqualified to fulfil the task imposed upon them. That *other* motives also influenced the choice of Mr. Hart there cannot exist a doubt; *some* of them I have developed, and these will be laid before the public, not long hence, in the results of an investigation I shall spare no effort to promote.

On the 26th, I received a peremptory notice to quit the farm in twenty-four hours; and on the 28th, a summons from Mr. Hart to return to him my title-deeds by his messenger. Observe, gentlemen! *all* the spontaneous acts of Mr. Hart: no *legal sanction* to such proceedings from Cape Town, or even the local authorities here! all the lofty emanation of that uncontrolled despotic spirit, *hitherto* unopposed in its mandates, from the flagellation of a drunken Hottentot, to the boasted independence of his patron; and opposition to that patron's son.

In the consequences of these proceedings I have now to bring to the notice of the Court the injury I have sustained. I shall not occupy its time with details which depend upon the evidence substantiating them for the impression they must necessarily make, but confine myself to such abstract notices as will impress, I trust, every important consideration it could not otherwise entertain.

In the compulsory discharge of my servants, or more appropriately speaking, in the deracination of my establishment altogether, every description of pursuit in which a prodial emigrant could engage was absolutely upset. Without labourers I could not till the land, or, in short, carry on any operations in farming wherein they are required. Apprehensions of Mr. Hart's hostility had long weakened me in this respect; still in supplying bark to the tanners and fuel to the smiths my own industry was not dormant; but in this crushing annihilation of all activity, by high authoritative order, so complete a ruin seemed denounced that every labourer shunned me like a pestilence! When at length it was manifest (by the relaxed measures of the sequestrator) that they *might* safely work for me, what was then their let or hindrance?—Mr. Hart, gentlemen! One ferruginous glance from Mr. Hart was sufficient to paralyze all the industry my bankrupt means had left to purchase; the anathema from the Somerset bailiff had the potency of a papal bull.

In this deplorable situation, equally the football between the oppression of the government and Mr. Hart's subaltern, though more galling persecution, I thought it high time to bring the case to issue by the only course apparently left to me in this colony, especially as this course had been pretty broadly deciphered by the colonial secretary, in answer to repeated expostulations on the subject. I accordingly summoned Mr. Hart before the last Court of Assize, to which he had already cited me to appear for the cancelment of my lease, and to the proceedings of that Court I most earnestly entreat the attention of the worshipful body before me. Mr. Hart grounding his action of ejectment on the publication of my name as insolvent in the Cape Gazette, was distinctly answered that his plea was inadmissible; that that proceeding was in error, and that his action could not lie. His suit for the recovery of rent stated to be due was decided to be equally untenable, from the fact of my having also instituted proceedings against him, in which that question would to a certainty be merged; and his application for the title to the farm met with a positive refusal, on the ground of its being my absolute property during the period of my tenure; but what was the fate of my counter process? not at all of this character. The basis of my action was publicly declared to be good, and the Court only declined pronouncing upon its merits from the important omission of Mr. Van der Riet's name as a defendant, to whose irregular and inconsiderate conduct, the act of aggression I had brought before them was mainly to be ascribed. Such, gentlemen, was the decision of the able and enlightened bench who last sat here; such was the administrative justice dealt upon points at issue between the defendant and myself; comparatively as they are, trivial and unimportant to that mass of aggregated injury I have subsequently sustained.

After this equitable treatment, so novel to me at the Cape of Good Hope, I began to respire from the toil of struggling against such combined persecution; and to hope that Mr. Hart would foresee, in the consequences of this contest, sufficient inducement to the abatement of his *avowed* rancour, if not to his appetite for litigation altogether. I was not long suffered to indulge *this* error. On the 11th of February, within a little four months, Mr. Hart renewed hostilities against me, as if alike averse to the pacific suggestions of the Commissioners of Circuit, as to any further contest with me front to front in Graham's Town, probably imagining that the retention of a *good* advocate, with a *good* sum of money, to back him, at a *good* round distance, was a better way of gaining a *good* cause, by a stern application of law only, than by a course which should subject its merits to a *vivâ voce* administration of pure unbought equity.

The 11th of February brought me an insinuation, but of a character so incomprehensible that I have preserved it most piously, for the abler elucidation of the Court.

On the 31st of March, I received a notice to appear in Cape Town.

On the 22d of April, Mr. Hart, Mr. Reteif and Mr. Fynn came to the farm, before I had quitted my bed, to ascertain what *damages* the farm had sustained during my occupancy (not as heretofore what improvements), and this, without any previous intimation to me, or show, at the time, of authority; nor should I have had any knowledge of the circumstance, but for the neighbourly kindness of Mr. Fynn, who called upon me, late the over-night, to apprise me that it was meditated.

On the 7th of June, a messenger of the Court brought me a letter from Mr. Hart, which I refused to receive, with the expression of my astonishment that Mr. Hart could dare have the insolence to address a letter to me.

On the 9th, Mr. Hart went to the farm-house, and asked the people inhabiting it by whose authority they lived there.

On the 10th, a messenger of the Court read to me the request of Mr. Hart that I would yield up possession of the farm; to which I replied, that I should not even deign an answer to it; and that if I was to be further subjected to Mr. Hart's annoyances, I should apply to the local authorities for redress.

On the 16th, I received a letter from the clerk to the sequestrator, that the matters between  
Mr.

Mr. Hart and myself were referred by the bench of justice in Cape Town to the ensuing justiciary commission here.

And finally, on the 24th, a very extraordinary communication from Mr. Van der Riet, which I shall also have occasion to lay before the Court.

In this rapid succession of annoyances, considering who Mr. Hart is, and who I am; allowing for the profound distinction between an obnoxious, half-crushed settler, and his Excellency's bailiff at the Somerset establishment; the difference of being out of favour on the one hand, and highly in it on the other,—I *must* think the Court will concede that I have at least experienced a good deal of vexation in all this unnecessary interpolation within the last year. Surely Mr. Hart should have been sufficiently regulated by the tone of the last Court of Assize, or sufficiently informed by his well-paid advocate in Cape Town, that the matters in dispute between us could not by any possibility be reconciled, or conscientiously adjudicated, but in the neighbourhood of their local origin. Surely I say he should have sufficiently known this, so far at least to have made it manifest that the line of conduct he has followed, if not an impolitic, was, at any events, a very invidious one; because its object *must* have been to inflict upon me intolerable expense, or an unjust judgment; he cannot advance any other motive in justification. Common sense must have told him that our Court could not consistently impugn the decree of another. And common prudence would have taught a much less able financier, that a monstrous deal of money may be unprofitably squandered even upon the right side of a law-suit.

Whatever may be the abstract merit of these facts, the Court is now in possession of them, a knowledge absolutely indispensable to its guidance in the important cause before it; and as no doubt Mr. Hart is prepared to support them as a legal, consistent, and essential train of consequences, growing out of the dispute between us, the Court must allow me, as *ex debito justitiæ*, to call its attention to my version of such a proceeding, and to deprecate its adopting the faintest shadow of a conclusion, from the extraordinary circumstance of Mr. Van der Riet's coadjutation, or the still more extraordinary one of Mr. Hart's having found another legal abettor to back him, long after Mr. Van der Riet had dropt him by the way, as a coal far too scorching for even the callosity of his fingers to retain. If judgment is to be given against me, because Mr. Hart can plead high sanction to his persecution, while I have advanced nothing in opposition to it but my own single-handed struggle, alone stimulated as I have been by a hatred of tyranny and oppression;—if, gentlemen, I am to be defeated because some high functionary might be inculpated in the consequences of my triumph, I can only say, God help my cause and that of every unfortunate settler in the district; because, known as we are to be a body—decried, despised, and discountenanced by this government, it will be only necessary, in crushing any one of us, for some tool or placeman to pick a quarrel with his victim to bring down certain destruction upon him, according to law.

Now to show that Mr. Hart's proceedings, separated from that support he has all along found in the government, are illegal and cruelly oppressive, I beg the marked attention of the Court to this summary recapitulation. Admitting for a moment that they were formal up to the date of my sale being suspended, they could be so no longer; the government from that hour had completely tied up my hands; I was defenceless and incapable, at the mercy of any coward who chose to assault me. Was it then for Mr. Hart, when bounden at his feet, to continue battering me with the cudgels of the law? Was it for the government to countenance such inhumanity? And for what, gentlemen? because I would not become a party to the iniquitous endeavour to abrogate my lease of the farm, and thus commit an overt act of robbery and swindling upon my creditors. From this period, as the different acts I have recited must clearly establish, Mr. Hart has granted me no peace or respite—this day an insinuation, the next a slander; now a peremptory order to quit the farm in twenty-four hours, and now a personal trespass upon it, with appraisers at his heels! How, in the name of God, can Mr. Hart calculate on my capacity to pay him rent? how can he equitably expect it, when his own act has suspended all industry upon it, and rendered it to me as barren of return as the floor I am now treading upon. If Mr. Hart maintains that, prior to these violent proceedings, I had incurred its forfeiture, I deny the charge. If he again takes up the Cape Gazette, and points at that slander upon my credit—the advertisement of my insolvency,—I call upon the Court to tell him, and if the Court declines so to do, I will tell him, without the slightest fear of its contradicting me, *that that advertisement is a foul libel upon my character, a proceeding illegal and unwarrantable, and for the consequences of which I shall forthwith institute an action for the recovery of damages.* I will tell him, moreover, that the government knows this to be the case; that the grounds of its illegality are incontrovertible; and that my statement of this unparalleled act of oppression is already before both His Majesty's Government and the Commissioners of Inquiry. If Mr. Hart founds his procedure on the non-payment of his rent, I rebut his title on two distinct grounds; first, according to competent and respectable authority, that his agreement gives him no power to exact it until the expiration of its period; this authority, gentlemen, is Mr. Le Sueur, our secretary, and a notary public. But the second disqualification is infinitely of greater force; the landlord, in all countries, is expected to support and encourage his tenant, not to harass and torment him. What has been Mr. Hart's conduct,—from the first year of my tenure, from that period when the general calamity made our misfortunes a subject of universal commiseration—when my claims upon him as a landlord were rather for increased forbearance—when I was reproached by every one for my lavish expenditure upon his farm,—

what support did Mr. Hart extend? he picked a quarrel with me for no other purpose in life but to pocket the fruits of my capital and industry, and seized the lucky moment of general embarrassment to make my ruin more complete and irretrievable! Will the Court permit such iniquity to triumph? Will the government permit it? Merciless as it has hitherto been to me, I have no hesitation in saying, No.—These, gentlemen, are the bases of Mr. Hart's aggression. The one it is in your power instantly to dissipate, by telling him that he has nothing to hope from the publication in the Cape Gazette; and the other will assume features very different to his perception, if you tell him also that if he by his conduct absolutely disqualifies me from paying him rent, he has no right or title to demand it.

These propositions once admitted, it lies in the bosom of the Court to award me what it may conceive a just remuneration for such accumulated injury. The defendants must have acted legally or illegally; if legally, so prodigious a departure from all custom or precedent must prove to every one that some law has been enacted expressly to suit my case; in this event I have only to shift my battery: but if illegally, I have no doubt the Court will impress a salutary lesson, both upon Mr. Van der Riet and Mr. Hart, that the one cannot inflict injustice merely because he is sequestrator, nor the other because he happens to be bailiff at the Somerset farm.

You shall judge, gentlemen, in a further instance, what reliance is to be placed, without assurance. The form of your proceedings has extracted from Mr. Hart, that he stands before you uninfluenced by malice and revenge. For no motive in the world, but to save an old man and his family from destruction, I became security to Mr. Hart for the repayment of five thousand rix dollars. This old man was the late Captain Ellert, who represented that Hart would make him this advance upon my security, and that without it he must inevitably be ruined. I did so within a very few weeks. Mr. Hart applied to me for the money, declaring solemnly that he advanced it to Ellert on my security alone. Will the Court believe that this money never was advanced in spite of this assurance, and that my generosity was made the cat's paw to cover an old debt? Will it believe that after this assurance I can show Mr. Hart's own admission to the contrary, and Major Somerset's positive assertion that Mr. Hart knew Ellert to be in a state of insolvency long before he suffered me to be so egregiously taken in! It may naturally be asked how I extricated myself from this dilemma? I will tell you, gentlemen,—Mr. Hart did it for me. The fact is, Mr. Hart in a display of his epistolary talents launched into such a sea of discussion, where he so completely lost his reckoning that he furnished me with matter of defence infinitely more than I had occasion for, and to the possession of that precious letter my safety is alone attributable.

However these causes may be determined by the Court, it is not possible that I can permit their consequences to cease here. I have been too cruelly persecuted to be satisfied with even the full amount of that redress I am soliciting at its hands; and as I have substantial reasons for believing that Mr. Hart is not single handed, (or at any event single headed,) in the commission of these wrongs, it becomes a duty, though a painful one, in my necessary attempts at developement, to pursue a line of interrogation with the evidence, which, but for this explanation, the Court might deem vexatious and irrelevant; I can give no other reason for my motive in following this course, than that I conceive it indispensable to my success this day, as well as upon more important occasions hereafter. The questions I shall apply are without a spice of frivolity or malice; and the end contemplated is wholly subservient to the purposes of justice. Possibly they may appear altogether foreign to the point at issue, but the Court must necessarily be restricted in its perceptions to the matter merely before it; while I give it this distinct assurance that there is much more in these proceedings than is apparent or avowed, it will, I trust, so far extend its forbearance as to await the end, whatever want of essential relation it may attach to the means.

Persecution, with all its degrading consequences, has not yet divested me of my proper pride. Let me ask in the fullness of it, *who* is this man who stalks about the district seeking whom he may rebuke or humble? Who is he? Who is this Mr. Hart, other than a man preferred through all the gradations of indigence to a calling which patronage has sanctified with His Majesty's commission? Who is he? retired as he is with the *otium cum dignitate*! from buffeting poor adventurers like himself, to all the ridiculous dignity of subaltern magistracy at Somerset. His Excellency's farm at Somerset! Is such a man with insolent impunity to set his force against the current intention of a nation! Is he to blast the fair prospects of industry and enterprize at pleasure, because he is my lord's understrapper. I trust, for the credit of your commission, gentlemen, you will think not; and that Mr. Robert Hart, although he can back his lawyer with thousands to pursue me to a gaol, is still, in the estimation of dignified and proper feeling, but Mr. Robert Hart, Lord Charles Somerset's private agent at Somerset.

Unhappily embarked in this emigration, I have followed its stream to the limits of human fortitude. No one among the settlers has suffered so acutely as myself. Yet I call my God to witness that all my losses, privations, and discomfitures, are trifles in my estimation when compared with the irreparable insult I have sustained from such a man. That I should ever have been brought into contest with him must be a subject of miserable retrospection, but that I should be subjected to the degradation I have so long endured is a feeling intolerably humiliating. I will swear to his calculation of support from the government, or he would not have the audacity to stand the brunt of this day; he would not otherwise

otherwise, brazened as he is in all the obliquities of jesuitical espionage, dare to confront my honest case with one steady look, practised as those looks are in a wily money-getting deception of his species. But the Court will tell him, that if integrity had guided his quarrel, there would be now no dispute between us; that any common friend might at an instant have appeased our ill blood; but that he having no pretension or title to the honourable caste by birth, rank or education, can be nothing else in this colony but Mr. Robert Hart, his Excellency's bailiff at Somerset.

I shall not trouble you, gentlemen, with a single observation upon the puerile and ridiculous actions Mr. Hart has brought against me. I consign them to that fate the evidence must unquestionably mark out for them; and the result I trust will be your pointed reprehension, that an intention so palpable as that in which they have originated should be sought countenance far from you; manifest as that intention must be to involve the dispute between us in unnecessary complexity and expense. Nor shall I trespass further upon your indulgence than to request—to entreat of you, the utmost limit of that patient consideration so characteristic of your calling. Your decision of this day must necessarily establish one of two facts: whether the recent strangers to your shores are a welcome auxiliary contribution to the physical strength of the colony, equally entitled with yourselves to the support and defence of the laws and the fostering solicitude of the government; or whether the hopes which expatriated us, excited and encouraged as they were by our native country, are at length to prove a delusion upon the land which has hitherto so inhospitably treated us, under misfortunes calculated to awaken a different—very different feeling, and that we are to continue alike aliens to political countenance, and legal protection. In fine, gentlemen, whether, in bearing record of our riches, we are to say, that rectitude, impartiality, and beneficence are the influencing principles of their dominion; or that, in cases in any shape referable to our condition, "*melius, pejus; prosit, obsit; nil vident, nisi quod lubent.*"

(A true copy.)

D. F. Bennangé, Sec.

(Copy.)

Uitenhage, 23d Sept. 1823.

I HEREBY certify, at the request of Mr. Robert Hart,—

That during the time I acted as secretary at the former Sub Drostdy, Graham's Town, in the year 1820, I drew out an agreement between said Mr. R. Hart and Mr. Bishop Burnett, respecting the hiring of the farm Thorn Valley, belonging to Mr. Hart, and situated in the vicinity of Graham's Town.

That among the conditions of said agreement, a rent of 600 rix dollars per annum was fixed, which rent, at the time the agreement was drawn out, I wholly and fully understood, by both parties, to be payable at the expiration of each year.

And I further certify and declare, that if I had understood or conceived at the time that the rent of 600 rix dollars *per annum* was only payable at the expiration of the whole term of three years, I certainly would have mentioned this clause in the agreement.

(signed)

F. H. Staedel, Sec. at Uitenhagen.

(A true copy.)

D. F. Bennangé, Sec.

(Copy.)

## MESSENGER.

IN the name of the undersigned, agent for the sequestrator, repair to Bishop Burnett, and announce to him, that the undersigned having received instructions from the sequestrator to have the improvements made by him on the farm of Robert Hart, of which he held a lease, valued by two impartial persons, and thereupon to deliver the said farm to its owner, the said Mr. Hart. The undersigned accordingly has chosen two impartial persons, who yesterday repaired for the purpose to the said farm, and after examining the same have duly forwarded the report of their proceedings to the undersigned.

That the undersigned, being now obliged to put the said Hart in possession of his property, you the messenger are further ordered to warn the said Bishop Burnett to quit the said farm, within twenty-four hours from this date, in order that the undersigned may be able to comply with the latter part of the above-mentioned instructions.

(signed)

Harry Rivers,

Graham's Town, 26th July 1822.

(A true copy.)

D. F. Bennangé, Sec.

(Copy.)

MR. BURNETT, having had read to him a summons from the landdrost to quit possession of the farm hired of Robert Hart in the space of twenty-four hours from twelve o'clock at noon of the present instant, under the assurance that the improvements on the said farm have been impartially assessed,—protests, first, that the assessment is not made by impartial persons, or according to the instructions of the sequestrator; and, secondly, that the whole act is contrary to the laws of the colony, and a scandalous violation of justice.



Mr. Burnett therefore declares his determination not to quit possession of the said premises unless compelled thereto by actual force: and before Mr. Burnett pays any further attention to applications of any kind connected with the said Hart, he demands to see the title of the said Hart to the premises in question.

The whole proceeding in this case is one of the most arbitrary, violent and flagitious that ever disgraced a government, and one Mr. Burnett will forthwith transmit to Earl Bathurst.  
Farm, July 26th, 1822.

(A true copy.)

D. F. Bennangé, Sec.

(Translation.)

L<sup>a</sup> A.

Harry Rivers, Esq. Landdrost of Albany.

Sir,

Cape Town, Sequestrator's Office, 28th June 1822.

HAVING had some conversation with Mr. Eaton on behalf of the firm of Ebden and Eaton, I have perceived, and which also appears from the accompanying vouchers, that Bishop Burnett does not act as agent to that firm; but that he is indebted to it something more than R.4,000, and that all the goods in his possession are his property.

You will therefore be so good, and not regard any longer the pretext of Bishop Burnett, but seize and sell all his property, under whatever title he possessed it, and remit the proceeds to me.

What regards the land let by Mr. Hart to Burnett, he had no right to let it to another; but it must go back to the owner.

It therefore speaks for itself, that the alterations made by Burnett on this place must be made good by Hart, according to the appraisement of persons of judgment; and this must be allowed in part payment of his claim on Burnett.

I have the honour to be, Sir, your most obedient servant,

(signed)

R. J. V. D. Rict, Sequestrat'.

(A true translation.)

Henry Murphy, Sw<sup>a</sup> Trans.

(Copy.)

BE it known by these presents to all and every one whom it may concern,—

That on this 24th day of February, in the year of our Lord one thousand eight hundred and twenty-one, before me François Henry Staedel, secretary at Uitenhagen, and there acting as a notary, in the presence of the hereinafter-named witnesses, personally came and appeared,

Mr. Bishop Burnett, of Graham's Town, and did the said appearer to me, notary, declare—

That feeling desirous to give to the firm of Messrs. Ebden and Eaton, at Cape Town, to whom the appearer declared to be indebted a capital sum of six thousand six hundred dollars, Cape currency, the best possible security, in his the appearer's power, he was hereby, by a regular bond of assignment, making over to said firm of Ebden and Eaton, their heirs, administrators or executors, all and the whole of his the appearer's possessions and property, nothing excepted, now on or at his place near Graham's Town, or at his erf near Bathurst, consisting of stock, implements of agriculture, household furniture, plate, and whatever other property he, appearer, might be possessed of; promising most solemnly and faithfully not to dispose of any of the same, or the whole, without the written consent of the said Messrs. Ebden and Eaton, and submitting his person to the constraint and adjudication of the laws of the colony for the true and faithful fulfilment of this present act.

Thus done at Uitenhage aforesaid, in the presence of Adriaan de Waal and Hendrich Langenbach as witnesses, who, with the appearer and me the notary, have signed the minute of this on a stamp of two rix dollars.

Quod attestor,

(signed)

F. H. Staedel, Not.

(A true copy.)

D. F. Bennangé, Sec.

(Translation.)

L<sup>a</sup> C.

Dictum for the Roll, drawn up by the undersigned Sequestrator, and sent to his agent at Graham's Town, being provisionally Jan Meindert Cruywagen, in order, should his official agent, Mr. J. T. Le Sueur, not be present, to be submitted to the Worshipful Commissioners constituting the Commission for administering Justice in the Country Districts.

Worshipful Gentlemen,

THE undersigned sequestrator has to his sorrow received a summons from Mr. M. J. Onkruydt, the district's clerk, hereunto annexed in original, by which he is informed that certain

certain Bishop Burnett had notified to him that he had an action against the undersigned, on a charge of having conspired with one Robert Hart, residing at Graham's Town, in the month of July 1822, to drive him, Burnett, in an illegal manner from the place named Doorn Valley; giving the sequestrator therefore notice hereof, in his capacity as district's clerk of Albany, and summoning him to appear on the 20th of this month of September, at his office, to make his cross-statement of this case, in order to its being duly noted, and at the same time to make a return of the documents or witnesses upon whose evidence he meant to ground his defence.

The sequestrator not having received this summons till Friday the 5th instant, wrote to the district's clerk, last week, that he was not able to send him an answer earlier, and therefore feared whether that answer would be delivered him previously to the 20th instant. That however, being unacquainted with the grounds of this action, and not able, in consequence of the multiplicity of his official duties and advanced age, to attend in person, he would nevertheless, out of respect to the Commission of Circuit, appear by proxy, and therefore that he did not need any witnesses.

The sequestrator not being cited before your worships to defend this imaginary action, but merely officially informed of it, and called upon for his witnesses and defence, conceives however that the appearance before your worships in this case will be a sequel hereof, and therefore takes the liberty to bring to the cognizance of your worshipful Commission, namely,

That it is solely from respect to the Commission, and not in consequence of the pretended justice of this action, that he appears by proxy; that he is totally unacquainted with the grounds of the action, and that, besides, this same Bishop Burnett has neither applied for, nor obtained *veniam agendi*, to institute this imaginary action. The sequestrator therefore proposes the exceptions of non-qualification and incompetency, with rejection of the action, free of all cost and expenses; and likewise that said Burnett may be referred to the usual course of law, to prosecute the defendant before his competent Court here, after having previously obtained *veniam*, in order that the sequestrator may be enabled in this manner to found his defence on grounds acknowledged in law.

Concludes therefore for the rejection of this action, free of all costs and charges; and that the plaintiff may be referred, and also condemned in all the costs, as not having instituted his action according to law, or otherwise do justice, &c.

(signed) *R. J. V. D. Rict*, Sequestrator.  
(A true translation.) *Henry Murphy*, Sw<sup>a</sup> Trans.

(Translation.)

Sir,

BISHOP BURNETT having notified to me on the 25th August, that he had an action against you on a charge of your having conspired with Robert Hart, in the month of July 1822, to drive him away from the place named Doorn Valley, in an illegal manner; you are therefore with all respect informed by me, the district's clerk of Albany, of this action, and at the same time appointed to attend at my office, on Saturday the 20th September next, to make your cross-statement of this case, in order to its being duly noted by me. You are also to acquaint me, at the same time, with the documents and evidences upon which you mean to found your defence.

Done at the Drosty of Albany, on the 26th August 1823.

(signed) *M. Onkruydt*, D. C.

*R. J. V. D. Rict*, Esq.  
Sequestrator, Cape Town.

(A true translation.) *Henry Murphy*, Sw<sup>a</sup> Trans.

(Copy.)

KNOW all men by these Presents, That on Saturday the 10th day of March, in the year of our Lord 1821, before me George Cadogan, notary public, by the authority of parliament, duly sworn and admitted, residing in Cape Town, Cape of Good Hope, in the presence of the subscribed witnesses, personally came and appeared Richard Webber Eaton, one of the partners in the house of trade, acting under the firm of Ebden and Eaton, also of Cape Town, merchants.

And the said appearer did declare, that by a certain deed of assignment dated the 24th day of February last past, executed by Mr. Bishop Burnett, of Graham's Town, in the district of Uitenhagen, before François Henry Staedel, secretary to the district of Uitenhagen aforesaid, and acting as a notary public, he the said appearer is become possessed of certain property, being immovable and moveable, situate, lying and being near Graham's Town, as also an erf near Bathurst, including stock, implements of agriculture, household furniture, plate, and whatever other property he the said Bishop Burnett possessed at the time of the execution of the aforesaid bond of assignment.

That for the trust, good faith and confidence he the said appearer hath and doth repose in him, the said Bishop Burnett, he further declared, in his aforesaid capacity, to have made, nominated, authorized, constituted and appointed, as by these presents he doth make, nominate, authorize, constitute and appoint him, the said Bishop Burnett, to be their true and

lawful attorney and agent, with power and authority, for his the said appearer's aforesaid house of trade, in their names, and for their use, account, risk and benefit, for the special purpose of continuing at the aforesaid place, near Bathurst, to proceed in the management and direction, cultivation and improvement thereof, as may tend most to the interest and advantage of him the said appearer, as fully and effectually, to all intents and purposes in law and equity, as he himself might or could do if personally present and acting herein. Finally, ratifying, allowing and confirming, and promising to ratify, allow and confirm all and whatsoever his said attorney or agent shall lawfully do, or cause to be done, in and about the premises by virtue of these presents.

Thus done and passed in Cape Town aforesaid, in the presence of Richard Bland and John Jurgen Kotzee witnesses hereto required, who, with the appearer and me the notary, have subscribed to the original hereof, written upon a stamp of 24 stivers.

Which I attest, (signed) *P. Cadogan*, Not. Public.

(A true copy.) *D. F. Bennangé*, Sec.

(Copy.)

Be it hereby made known, That on this the 14th day of June, 1822, before me, John Samuel Merrington, of Cape Town, Cape of Good Hope, notary public, duly admitted and sworn, personally came and appeared—Richard Webber Eaton, on behalf of his house of trade of Messrs. Ebden and Eaton of Cape Town, merchants, who declared to have revoked and recalled, as by these presents he doth revoke, recall, and utterly make void, to all intents and purposes whatsoever, a certain procuration or letter of attorney, granted by said Ebden and Eaton in or about the month of March 1821, whereby Bishop Burnett was appointed attorney and agent of the said Ebden and Eaton for the purposes therein mentioned, and did declare to have nominated and appointed, as by these presents he doth nominate, constitute and appoint Duncan Campbell, esquire, near Graham's Town, to be the true and lawful attorney and agent of the said Messrs. Ebden and Eaton, with full power and authority for them and in their names to call the said Bishop Burnett to account for all transactions by him done and performed under the aforesaid procuration or letter of attorney, and to demand and receive said procuration from him, or any other person or persons in whose hands or possession it may be, with power also, if need be, to apply to all courts and magistrates, and take such other means as may be necessary to enforce and compel the delivery thereof; also to notify this revocation to all whom it may concern, and so far as may be to settle and adjust all accounts subsisting between the said Ebden and Eaton and Bishop Burnett. And generally for them, the said Ebden and Eaton, to do, transact and perform all such further and other acts, matters and things, and to have, use and take all such lawful ways, means and methods as may be necessary in and about the premises, as fully and effectually, to all intents and purposes, as they themselves might or could if actually present and acting therein: hereby ratifying and confirming all and whatsoever the said Duncan Campbell shall lawfully do, or cause to be done in the premises by virtue of these presents.

Thus done and passed at Cape Town the day and year aforesaid, in the presence of Joseph Sturges and Alexander Gray.

As witnesses,  
(signed) *J. Sturges*,  
*A. Gray*.

(signed) *R. W. Eaton*, for  
*Ebden & Eaton*.

A counterpart hereof is also signed by the appearer, witnesses, and me, the notary, and now remaining in my protocol.

Quod attestor,  
(signed) *J. S. Merrington*, Not.  
(A true copy.) *D. F. Bennangé*, Sec.

N° 2.

PROCEEDINGS before Commissioners of the Court of Justice and before the Full Court (A. D. 1824) in the Case of *H. M. Fiscal versus Bishop Burnett*, for a Libel upon the Court of Circuit.

Act of Accusation	-	-	-	-	-	-	-	-	p. 90.
Letter from the Colonial Secretary to the Fiscal	-	-	-	-	-	-	-	-	p. 91.
Libel	-	-	-	-	-	-	-	-	ibid.
Claim of H. M. Fiscal	-	-	-	-	-	-	-	-	p. 94.

John Gregory, Esq. secretary to His Majesty's Commissioners of Inquiry.

Sir,

Cape Town, 18th August 1825.

IN compliance with that part of your letter of the 4th instant, whereby His Majesty's Commissioners of Inquiry requested a translation of the proceedings, held before the Court of Justice last year, in the case of *His Majesty's Fiscal v. Bishop Burnett* for a libel on the Commissioners of Circuit, I have the honour to transmit herewith the same, and to be,

Sir, your most obedient servant,

D. F. Bennangé, Sec.

(Translation.)

RECORDS held before Messrs. J. H. Neethling and R. Rogerson, commissioned Members from the Worshipful the Court of Justice, in the case of *His Majesty's Fiscal v. Bishop Burnett*, defendant, in person, on a charge of open violation of the Laws, tending to disturb the internal tranquillity of the Colony, and to lessen the dignity and power of the judicial Authorities within the same;—on

Saturday the 8th May 1824, ten o'clock, A. M.

HIS Majesty's fiscal having taken his seat, and the defendant in person being duly called out, the messenger reports that he is not present, and exhibits his report of the answer he received to a message that he this morning served on the defendant, on which occasion he delivered to him a resolution passed by the Court on Thursday last the 6th instant, with a translation thereof in English, the report being as follows:—

" On this day, the 8th May 1824, I repaired to Bishop Burnett and delivered to him an extract resolution of the Court of Justice, with a translation thereof, to which I received the following answer:—

" I am prevented appearing through indisposition, which I will prove, if required, by a certificate from a doctor, and I shall send a written answer to the Court."

" Cape Town, date as above.

(signed)

" C. Ziervogel, First Messenger."

(A true translated copy.)

D. F. Bennangé, Sec.

His Majesty's fiscal exhibits the summons served on the defendant in person to appear this day, with the messenger's report; and, requests, in consequence of his non-appearance, the second default, with the profit thereof, or such other disposition as the Court in good justice may deem proper.

The Court having examined the messenger's report exhibited, postpone granting the requested default, with the profit thereof, till such time as the defendant in person shall have produced or sent in a certificate of his indisposition; for which purpose he is hereby allowed a term till Monday next, at nine o'clock in the forenoon; while a translation in English of this disposition shall be duly and officially delivered to the defendant in person by the messenger in the course of this day, who is thereupon to report the result to the secretary.

Thus done, day and year as above.

(signed)

J. H. Neethling,  
R. Rogerson.

In my presence,

(signed)

D. F. Bennangé.

Monday, 10th May 1824, nine o'clock, A. M.

The secretary, previously to the opening of the Court, states, that he caused the disposition given by Commissioners on last Saturday to be duly served on the defendant in person, Bishop Burnett, at his house, and exhibits the report of the messenger who served it (1). That the communication mentioned in the defendant's answer contained in said report consists in a letter to him (the secretary) of the same day, with a note (2) enclosing the same, and which, after reading, the secretary returned, agreeably to the request contained in said note, in order to be exhibited by the defendant in person this day.

The Court being hereupon opened and His Majesty's fiscal having taken his seat, and the defendant in person called up, the fiscal requests that the defendant shall purge his defaults.

The defendant in person, in excuse of his non-appearance on Saturday last, refers to Doctor Roberts, whom, he says, can certify that he was actually prevented by indisposition of appearing, and that he is still so indisposed as to be scarcely able to take his trial; that besides, he cannot conceive how the fiscal can call him a defaulter, when the fiscal, on his (the defendant's) verbal question, whether, in case he did not appear, he could suffice with stating the reasons in writing, had answered, that he believed it would be sufficient.

The fiscal says, that it is true he told the defendant that he could do so, but that he did not promise him not to request a default against him.

The defendant in person says, that not being in the possession of the necessary documents for his defence, he is, at all events, not ready for his trial; and, with respect to the first default, the defendant requests he may be allowed to read the letter sent by him last Saturday to the secretary, and returned by the latter, as containing the reasons for his first non-appearance; and reads said letter, being of the following tenor:—

F. L.

The defendant, in person, hereupon requests a term of three weeks, in order, when put in possession of the necessary documents, to prepare himself for his defence.

Doctor Roberts, being called in, corroborates the defendant's indisposition; further stating, that he was obliged to administer laudanum to him to allay the pain. Being asked by the presiding member for a certificate to this effect, he gave one (3) during the sitting of the Court.

The defendant, in person, requests that an advocate may be appointed to assist him, which request he is informed cannot be complied with till after his examination.

The fiscal declares that he is satisfied with the purge of the defaults, and submits the point to the judgment of the Court.

The Court admits the purge of both defaults, and having heard the submission of the prosecutor rejects the request for corporal apprehension; and on the grounds of the declaration of Doctor Roberts, with respect to the defendant's indisposition and consequent inability to take his trial, grants him a term of three weeks from this day, namely, to the 31st instant; leaving him, however, at liberty, should he be sufficiently recovered, in the mean time to address the Court for the trial being proceeded with, which will in such case appoint a proper day for the purpose; the aforesaid term being granted to the defendant in person on this express condition, that he engages, under promise of hand and word, to appear before this Court whenever duly summoned hereto, *sub poena confessi et convicti*. And further, that should the defendant's indisposition continue at the expiration of the said term, in such manner than he may not be able then to appear, he is to give due proof of his incapability to this Court. For the rest, referring the defendant in person, with regard to the documents required by him, to the resolution already, or which may be hereafter passed by the full Court in this respect.

The above dispositions having been pronounced, the defendant in person gives his hand and word to the presiding member to appear whenever duly summoned, *sub poena confessi et convicti*.

(signed) J. H. Neethling,  
R. Rogerson.

In my presence, (signed) D. F. Bennangé, Sec.

Wednesday, 26th May 1824.

The Court being opened, and the fiscal having taken his seat, the messenger reports, after having duly called out the defendant in person, that he is not present, and produces the following certificate, which he says he has just received from one John Baker, before the Court Hall door:—

"I certify and declare, that Mr. Bishop Burnett is indisposed, under my professional care, and unable to attend the worshipful the Court of Justice this day.

"J. Atherstone,

"26th May 1824."

"Fellow of the Royal College of Surgeons."

The fiscal likewise exhibits a summons (4) served on the defendant in person on the 25th instant, calling on him to appear this day, in order to hear request made for the Court's disposition as to the necessity of summoning or not F. H. Staedel, whom the defendant has called as a witness to give evidence; together with the messenger's report and a written answer given thereto by the defendant in person. The fiscal further adding, that the second part of the messenger's report relates to a notice he caused to be served on the defendant to attend at his office with a translation of the summons, in order to see if it were correct, and properly served according to the object of the summons; said report and answer being as follows:—

"I hereby certify, that I duly served this summons on Mr. B. Burnett, and thereon received the annexed written answer:—

"Call back at three o'clock, and I will give you an answer.

(signed)

"W<sup>m</sup> Mills, Ass<sup>t</sup> Messenger."

"Cape Town, May 25th 1824."

" Mr. Burnett is confined to his apartments by sickness, which precludes him from attending to the orders of the Court.

" He nevertheless does not recognize the right of the Court, by any extant application of laws, to make it a subject of discussion at all, whether the evidence he has regularly intimated to the fiscal, as necessary upon his defence, should be admitted or rejected.

" If the law admits no *justificatory* evidence in defence upon a charge of libel, it surely admits *extenuatory*; and no principle of justice can be distorted to manifest a necessity for a defendant to promulgate the main point of his defence before trial!

" Both by the English and Roman Dutch laws Mr. Burnett's case, by the fiscal's own showing, is not cognizable as libellous—a fact he is prepared to prove.

" Mr. Burnett therefore, with all possible respect to the Court, and protesting against any matters to his prejudice being deduced from this answer, will give no voluntary attention to the order in question for the purpose stated, or answer interrogatories upon the same.

' 20, Burg-street, 25th May 1824."

" I hereby certify, that I duly summoned Mr. B. Burnett to appear in person before H. M. fiscal, and to bring the copy of the translation of the summons with him, and thereon received for answer, viz.

" I am prohibited, by the doctor, leaving my apartment, owing to indisposition.

" If Mr. Denyssen wishes particularly to see me, he will find me in my lodgings, and I shall be very happy to see him.

" W<sup>m</sup> Mills, Ass<sup>t</sup> Messenger."

" Cape Town, May 25th, 1824."

The fiscal further exhibits a summons (5) from J. P. Cuyler, esq. landdrost of Uitenhagen, in the name of the deputy fiscal J. T. Lind, served on F. H. Staedel, to appear before this Court on the 8th March last, to give evidence on behalf of the defendant in person, with the messenger's report; together with a letter (6) from said landdrost to said deputy fiscal.

The fiscal also exhibits another summons (7) calling on said Staedel to appear before this Court on the 8th instant, in order to give evidence on behalf of the defendant in person, with the messenger of Albany's report.

Likewise a notice dated 26th April last (8), served on Bishop Burnett, with the messenger's report of an authentic copy of the Act of Accusation, with a translation thereof in the English language, having been delivered to the defendant in person, and of his having been called on, on that occasion, to give a list of the names of his witnesses; the fiscal adding that he never received the list mentioned in the said report of the messenger.

The fiscal lastly exhibits another letter (9) from J. P. Cuyler, esq. landdrost of Uitenhagen, dated the 28th April last, showing that a summons on said F. H. Staedel had been transmitted by him to the landdrost of Albany, in whose district said Staedel is, without the landdrost Cuyler, according to his letter, having received any answer from the landdrost of Albany.

The fiscal having filed all the above-mentioned documents, submits to the Court the reasons of the defendant's non-appearance, as stated in the medical certificate filed; and requests a second summons against the defendant in person, in order as yet to hear request made for the Court's disposition as to the necessity of summoning or not the witness F. H. Staedel thereupon, to answer forthwith, and to proceed according to law.

The presiding member having hereupon remarked to the fiscal that the defendant in person, although not now present, has sufficiently evinced his wish in his answer to the summons of the 25th instant, that Staedel should be examined on his behalf, and having requested the fiscal's opinion with respect to the summoning of this witness, the fiscal says, that as he supposes the object of the defendant in person, in calling on this witness, is to prove one of his charges of corruption, he, in such case, conceives that the evidence of said Staedel, according to the system of the Court, should not be admitted.

The Court rejects the request of the prosecutor for a new summons against the defendant in person, and orders the fiscal to summon the witness Staedel to appear on a certain eligible day before this Court; the Court reserving to itself to dispose respecting the admission of the evidence of this witness, when he appears, in such manner as may be then found meet.

Thus done and disposed, day and year as above, and pronounced the same day.

(signed) J. H. Neethling,  
R. Rogerson.

In my presence, (signed) D. F. Bennangé, Sec.

Monday, the 31st May 1824, ten o'clock, A. M.

The Court being opened and the fiscal having taken his seat, and the defendant in person appeared, the former exhibits, conformably to the disposition of this Court of the 26th instant, a copy of a summons on F. H. Staedel, transmitted to Uitenhagen by the last post, calling on him to appear on the 20th July next, and requests that the trial, which was fixed for this day, may be postponed to the said 20th July, at ten o'clock in the forenoon.

The above request having been communicated to the defendant in person, through the interpretation of Mr. Murphy, the English assistant secretary, the defendant acquiesces therein; at the same time stating that he has not yet received the papers he desires from the translator; on which Mr. Murphy declares that he has been prevented by other pressing business, but that every possible expedition shall be used: after which conversation between Mr. Murphy and the defendant in person, the presiding member informs the latter that the papers he requires have nothing to do with his case, which constitutes the subject of this trial.

The Court postpones the trial to the 20th July next, at ten o'clock in the forenoon.

Thus done and disposed, day and year as above.

In my presence, (signed) D. F. Bennangé, Sec.

Monday, the 20th July 1824, ten o'clock, A. M.

The Court being opened, and His Majesty's fiscal and the defendant in person present, the usual prayer is read.

The fiscal hereupon exhibits the following documents:—

I. Act of Accusation, in the Dutch and English languages, accompanied with the under-mentioned documents; said Act of Accusation being of the following tenor:—

“Act of Accusation in a criminal process by *His Majesty's Fiscal*, *ex officio* prosecutor, versus *Bishop Burnett*, defendant, in person.

“Be it hereby made known,

“That Bishop Burnett, (an inhabitant of the Albany District, in this colony,) has rendered himself liable to be charged with a wilful and malicious intention to expose to the public contempt the judicial dignity of this place in general, and more especially that of the late Commission of Circuit, (which was constituted of the members from the worshipful the Court of Justice, Petrus Johannes Truter, jun. and Petrus Borchardus Borchards, during their session in the Albany District, on the 27th October and following days;) and of his defamation towards said Commission of Circuit, (by having prepared, or caused to be prepared for and in his name, and having signed it with his sign manuel, and by having presented it to his Excellency the Governor of this place,) in publishing certain libellous writing in the form or shape of a memorial, addressed to his Excellency the Governor aforesaid, thereby requesting that his Lordship would be pleased to order a revision, by the Court of Justice of this place, of the process which was decided by the last Commission of Circuit in the Albany District, in which suit the defendant in person has been interested as one of the contending parties, in order to be decided by said Court in an equitable manner, on the grounds of the proofs already exhibited; the defendant in person having falsely and maliciously represented that the reasons which induced him to make the said request consisted in the following insulting and defamatory accusation against the said Commission of Circuit, that they had committed themselves by ‘prejudice, partiality, and a corrupt violation of justice.’ And further that said Commission had committed themselves ‘by a manifest injustice, and a wanton assassination of his character; tending to prejudice the causes wherein he is appellant, and to forestal a corresponding judgment.’

“To which accusations the defendant in person also added general defamation, with respect to all the processes in which he has been interested in this colony, as well as with respect to the last Commission of Circuit, and all the persons connected therewith in this colony, with the exception of himself; having called it ‘a transaction of flagrant injustice, of legal error and perversion, of inconsistency, of extra judicial procedure, of scandalous oppression and intolerable persecution.’ The defendant in person having concluded the said memorial in accusing, before his Excellency the Governor, the said Commission of Circuit, on the grounds of the before-mentioned accusations, as ‘persons morally disqualified to fulfil the sacred functions entrusted to them.

“And as crimes of such a nature as those of a public violation of the laws, tending to disturb the internal peace of the colony, and derogatory to the high dignity and power of all judicial authority within the same, cannot be tolerated in a place where impartial justice is administered, but on the contrary should be punished by a corporal punishment, as an example to deter others from committing similar offences.

“Fiscal's Office, Cape Town, 1824.

(signed) D. Denysen, Fiscal.

Translated from the Dutch. (signed) J. T. I. Roselt, Sw<sup>n</sup> Translator.

No. 1.—Letter from the colonial secretary, dated the 11th December 1823, to His Majesty's Fiscal, enclosing the memorial from the defendant in person to the Governor, and containing his Excellency's directions to prosecute the defendant for defaming the members of the Commission of Circuit; said letter and memorial being as follows:—

Sir,

“ Colonial Office, 11th December 1823.

I am directed by his Excellency the Governor to transmit to you herewith, in original, a memorial from Mr. B. Burnett, a settler in the Albany District, in which he uses language so offensive towards the two members of the Court of Circuit, Messrs. Truter and Borchers, that his Excellency has no alternative but to desire that you may be pleased to institute proceedings against the said Mr. Burnett, for defaming those members of the worshipful Court of Justice.

“ I have the honour to be, Sir, your obedient servant,  
D. Denyssen, esq. H. M. Fiscal. (signed) C. Bird.

“ To His Excellency the Right honourable General Lord Charles Somerset, Governor of the Cape of Good Hope, Commander of the Forces, &c. &c. &c.

“ The Memorial of Bishop Burnett respectfully sheweth,—

“ That the judicial conduct of causes in which your memorialist has been engaged before the last Commission of Circuit, and from the decisions upon which he has appealed, leaves him no alternative but to claim the high protection of your Excellency, if the safety of his property, his character and his life, may be esteemed considerations worth struggling for.

“ Founding his proof alone upon the recorded proceedings of this commission in sundry actions brought before it by himself, and Robert Hart the bailiff, at the Somerset Farm, your memorialist has no scruple whatever in accusing the members of that commission of *prejudice, partiality, and a corrupt violation of justice*, accusations he is resolved to lay forth with before His Majesty's Commissioners of Inquiry and the Secretary of State for the Colonies.

“ That your memorialist, appellant in sundry causes to the high court of Appeals, solemnly protests to your Excellency, as the highest judicial authority, against the competency of any court of judicature to try the said causes of which Messrs. Truter and Borchers are a component part; and that your memorialist will suffer judgment to pass against him by default in the event of such causes being proceeded with before any tribunal so constituted.

“ That an inquiry, upon the authority of the said members of justice, into an accusation of Charles Stone, a shopkeeper of this town, that your memorialist is a *fraudulent bankrupt*, prior to the legal establishment of such bankruptcy, and while the question, by their own reference to the full bench of justice at Cape Town, is still pending, is a manifest injustice and a wanton assassination of your memorialist's character, tending to prejudice the causes wherein he is appellant, and to forestal a corresponding judgment.

“ That the whole history of the law proceedings in which your memorialist has been engaged during his abode in this colony is one of flagrant injustice, of legal error and perversion, of inconsistency, of extra judicial procedure, of scandalous oppression, and of intolerable persecution.

“ That your memorialist, deducing from the premises, denounces the said members of the worshipful the Court of Justice, Messrs. Truter and Borchers, as persons morally disqualified to fulfil the sacred functions entrusted to them, and prays—

“ That your Excellency will be pleased to order a revision of the proceedings before the bench of justice at Cape Town, with a view to an equitable decision upon the evidence already adduced, and your memorialist will ever pray, &c.

(signed) “ B. Burnett.”

“ Graham's Town, 2d December 1823.”

No. 2.—Containing, *a*, letter (10) from the landdrost of Albany respecting a summons served on the defendant in person; *b*, summons itself (11); *c*, decree of the Court for a summons in person against the defendant, being as follows:—

“ Friday, the 19th December 1823.

“ Present—Messrs. J. H. Neethling and R. Rogerson, commissioned members of the worshipful the Court of Justice.

“ D. Denyssen, esq. His Majesty's fiscal, having appeared before the afore-mentioned Commissioners, exhibited a letter addressed to him in the name of his Excellency, transmitting certain writing addressed to his Excellency the Governor, directing him to institute an action against the said B. Burnett for the defamatory accusations contained in the same against the late Commission of Circuit, exhibiting for that purpose the said address, and requesting, on the grounds thereof, a decree of personal summons against said B. Burnett, for making and publishing a libel tending to vilify and grossly to defame the dignity and authority of the late Commission of Circuit, which recently had their session in the district of Albany.



" Whereupon, after examination of the said document, the request of the R. O. prosecutor has been granted accordingly, as is done by these presents. A decree of personal summons is therefore issued against the said B. Burnett, in order on a proper day, which is to be next Monday seven weeks, to appear before the sitting Commissioner for the purpose of receiving communication of the act of accusation relative to the above charge, on which he will be tried afterwards.

" Extract hereof to be transmitted to His Majesty's fiscal for his information and guidance.

(A true extract.) (signed) " J. T. Turgess.  
(A true translation.) (signed) " P. Auret."

d, Messenger's report (12); and e, answer of the defendant in person himself, being of the following tenor:—

" Messenger of the Court;

" Graham's Town, Dec. 29th, 1823.

" In answer to your citation delivered to me on Saturday the 27th instant, you will notify to the proper authority that I shall formally protest against its legal efficiency, as a document incorrect and unintelligible.

" Collecting, however, its purport, you will similarly notify, that I shall personally join issue with His Majesty's fiscal on the charge exhibited at the period stated, if practicable; and that the list of names at foot is the evidence, in both, to be summoned in my behalf.

(signed) " B. Burnett."

" Richard Satchwell," with thirty-five more names."

No. 3.—Letter from the defendant in person to His Majesty's fiscal, dated the 6th January 1824 (13), containing his excuse for not appearing on the appointed day.

No. 4.—Letter from the colonial secretary to His Majesty's fiscal (14), enclosing an application to his Excellency from the defendant for a postponement of his trial; said application being as follows:—

" To his Excellency the Right honourable General Lord Charles Henry Somerset, Governor of the Cape of Good Hope, Commander of the Forces, &c. &c. &c.

" The memorial of Bishop Burnett, respectfully sheweth,—

" That your memorialist, calculating more upon an inquiry into the merits of his charges against the recent Commission of Circuit than the *ex parte* assumption of libel thereon, is so much taken by surprise at the measures instituted by your Excellency, as to conceive (abstractedly from other considerations) a longer time absolutely necessary for the combined labours of a journey to Cape Town and preparation for his defence, admitting copies of the proceedings of that commission in his particular had been supplied him on application, which has not been the case.

" That your memorialist, amongst such other considerations, has a right to demand postponement of his trial, in the fact of his having to make important disclosures to His Majesty's Commissioners of Inquiry, whose retarded arrival on the frontier necessarily subjects your memorialist to a corresponding delay in manifesting his obedience to the citation of His Majesty's fiscal, and the proud alacrity with which he would spring to court its consequences. One, at any event, your memorialist would hesitate to lay before your Excellency if the obligation of his attention to it was not equally paramount and uncontrollable.

" On an application of your memorialist to Earl Bathurst for protection and redress, arising out of the injustice and intolerable persecution your memorialist has sustained throughout the whole period of his abode in this colony, his Lordship referred your memorialist's complaints to forthcoming Commissioners of Inquiry, with an intimation that they had specific instructions to investigate, if necessary, your memorialist's case; and the communication since held with those gentlemen is decisive of their intention so to do.

" If then an inquiry so manifestly interesting, both to the government and your memorialist, had not the precedence usage and propriety has given to it, your Excellency, it might be expected, would find sufficient inducement to protract the day of your memorialist's trial in the motives stated.

" Although in a colony where your memorialist incurs the risk of a criminal prosecution in the slightest struggle against acts of oppression, however arbitrary and flagitious, he still, under these terrors, cannot refrain from calling your Excellency's attention to the illegal and scandalous misconduct of Mr. Van der Riet, the sequestrator, throughout all his concerns with your memorialist; and praying,

" That your Excellency will have the humanity to order some provision from the estate of your memorialist for the support of himself and family, the said sequestrator having neglected his duty in this particular for the last twenty months, and the late Commission of Circuit having encouraged a conspiracy against your memorialist in consequence, who from the ceaseless oppression and persecution of the government has been without the necessaries of life for himself and family for many months past.

" And your memorialist will ever pray.

(signed) " B. Burnett."

" Graham's Town, 6th January 1824."

No. 5.—Letter from the landdrost of Albany to the deputy fiscal J. T. Lind, esq. communicating that notice had been given to the defendant of the postponement of his trial, and containing the defendant's answer and two reports of the messenger (15.)

No. 6.—Letter from the landdrost of Albany, enclosing the messenger's report, with the defendant's answer to the last summons served on him (16.)

No. 7.—Letter from the defendant in person to His Majesty's fiscal, insisting on the examination of F. H. Staedel (17.)

No. 8.—Extract of the records of the right honourable Court of Appeals, containing an order for the sentence of the Commission of Circuit against the defendant, and in favour of Robert Hart, being carried into effect notwithstanding the appeal (18.)

No. 9.—Letter from the landdrost of Uitenhagen to the fiscal, respecting the summons served on F. H. Staedel, and enclosing a letter from said Staedel, the summons, and Staedel's answer (19.)

No. 10.—Summons served on the defendant in person to appear this day (20.)

II. Interrogatories for the examination of the defendant in person (21.)

III. List of the witnesses (22.)

The Act of Accusation being publicly read, the defendant in person is informed by the presiding member, that he will now be examined on the interrogatories exhibited by the prosecutor, and such further questions put to him by the Court as the Court may deem proper.

The said interrogatories being put to the defendant in person, through the interpretation of the English assistant, the defendant answers to the same as follows:—

1. What is your name, age, birth-place, place of residence and calling?—*Answer.* Bishop Burnett, thirty-six years of age, born in England; I have been put out of my dwelling by the Governor, and live now in Cape Town; a gentleman.

A written paper, being a memorial from the defendant in person to his Excellency the Governor, dated the 2d December 1823, being exhibited to the defendant, he is asked,—

2. Do you acknowledge to have composed and written this memorial, or to have caused it to be composed and written?—Yes, I did compose it, and it is my hand-writing.

3. Do you acknowledge to have signed this memorial with your name?—Yes; it is my signature, and it is the original memorial which I sent to the Governor.

4. Do you acknowledge to be guilty of the crime with which you are charged in the act of accusation, and therefore to deserve punishment?—Not a shadow of guilt.

The fiscal says,—That as the defendant in person has acknowledged to have composed, written, and sent the memorial to his Excellency the Governor, he desists from the defendant's further examination on the remaining interrogatories, and also from the evidence of the witnesses who were called to prove the defendant's hand-writing.

The defendant in person says,—That it affords him pleasure to have so far met the prosecutor, and to have facilitated the proceedings.

The witness, *François Henry Staedel*, being called into Court and made acquainted with the reasons of his appearance, is duly sworn; states himself to be forty-one years of age, that he resides at Uitenhagen, and was formerly secretary of that district; and thereupon answers the underwritten questions of the defendant in person, as follows:—

1. Did you not tell me, when the Commissioners of Inquiry were at Albany, that the Commission of Circuit, which was then in the country districts, had been guilty of falsifying evidence, and that you had represented the circumstance to the Commissioners of Inquiry?—*Answer.* I never said any such thing to the defendant Burnett, that the Commission of Circuit had falsified evidence; I only said to him, that I had spoken with His Majesty's Commissioners of Inquiry respecting the conduct of the Commission of Circuit.

2. Did you not send me word, by Peter Reteif, that you particularly wished to speak to me previously to your seeing the Commissioners of Inquiry, on a subject of the greatest importance connected with the Commission of Circuit?—Never.

3. Did you not say to me, that the Commission of Circuit, in recording what had been deposed before them, had taken down the matter quite differently to what had been stated?—As far as I can recollect, I only told B. Burnett, that the evidence given in the Court of the Commission of Circuit was not taken down as it was given.

The defendant in person says, "I only wished to know this, and I have not any more questions to ask."

The memorial from the defendant in person to his Excellency the Governor, respecting the Commission of Circuit, and the letter from the Colonial Office, whereby that memorial was transmitted to His Majesty's fiscal for prosecution, are hereupon publicly read at the request of the defendant in person.

The defendant says,—That he is not able to make his defence before he has all the documents from the different proceedings carried on before the last Commission of Circuit, and that as soon as he shall have received them all, he will make every possible haste to prepare himself for his defence; but that he shall want at least a month after he has got the whole of them.

The presiding member observes to the defendant in person, that the term granted him was not on the grounds that he should be put in possession of such a number of documents as he might choose to call for; but that that term was granted him without thereby acknowledging the necessity or utility of all those documents for his defence.

The Court declares the investigation of this case closed, and orders the prosecutor to proceed forthwith to his claim, and to make such conclusion as he may deem advisable, according to the nature of the case and the laws of the land, the Court reserving to itself to dispose on the defendant's request for a term for his defence, after the fiscal shall have made his claim, in such manner as the Court may deem meet.

His Majesty's fiscal hereupon says for claim,—

Worshipful Gentlemen,

The charge brought by me against the defendant in person is, that of having, in a criminal manner, composed and presented to his Excellency the Governor a defamatory writing, tending to vilify the judicial authority here in general, and in particular that of the last Commission of Circuit, which was composed of Messrs. Truter and Borchers; in one word, of a libel. I have already observed, in similar cases as the present, that the Dutch law, I mean the law of the former United Netherlands, is the touchstone on which we must try whether the charge of libel be grounded or not; it has as it were been born with the colony, and for this reason nourished here. I have already remarked and briefly demonstrated from the law, that, with respect to libel, the Dutch law is referred to the Roman law, which supplies its place. This doctrine, on which I will not at present expatiate, is here particularly applicable, as I shall proceed to shew that, notwithstanding the memorial which constitutes the subject of this prosecution is seemingly a memorial presented to his Excellency the Governor for a redress of pretended grievances, it must still however be considered as a libel. Were I to attempt to deduce this from the English law, however well adapted in many respects to guide the judge on a question of libel, I should meet with difficulties, which, as I must follow the Dutch jurisprudence, will not now obstruct me. Perhaps it may be said that every Englishman has the right to address the King and his representative by memorial for a redress of true or pretended grievances. The so highly valued right of petitioning, which by the 1st of William and Mary, s. 2, c. 2, is allowed to the subjects of Great Britain, and quoted by Blackstone in his Commentaries, book 1, p. 143, might be opposed to us, as a peremptory ground of opposition against this criminal prosecution; but although the inhabitants of this colony are entitled to this right within reasonable bounds, the abuse thereof however, for the purpose of calumniating, is liable to a criminal prosecution for a libel. In order to prove this, I shall refer, setting aside the English law, which I have merely mentioned *en passant*, to the Roman law, which is to be considered as a part of the Dutch law, and especially in this respect. The learned Voët, in his *Commentarius ad D. lib. 47, tit. 10, § 10*, gives a description of libel almost in the very words of the Roman law, as it is found in *Leg. 15, § 29, D. de injuriis*. He says, "*litteris injuria fit si quis libello principi vel alteri dato famam alicujus insectatus fuerit*." Since the reign of the Roman emperor Adrian, it was a thing by no means unusual with the Romans to refer their private disputes to the decision of the emperors themselves, by presenting memorials for redress. Such a memorial was called a Libel; the same as the word libel in a good sense is frequently used in modern times for such writings. It happened, the same as now, that under the pretext of obtaining redress for some alleged injuries, such memorials were addressed to the emperor, and also to some of his magistrates, to whom was given the right to decide in the emperor's name on the complaints of his subjects, which memorials were full of slander. One thought himself safe under the usual cloak of grievances and complaints; "for how was redress to be obtained in case one might not address the emperor, and if one might not freely, and without fear of punishment, lay his grievances before the highest authority in the country?" And in this manner the slander was propagated with impunity. But the penetrating eye of the Roman jurisprudence soon saw through the fine spun artifice, and it was accordingly adopted as a law principle by the Romans, that even if the memorial were addressed to the emperor himself, and that it (only) appeared to have a tendency, not to obtain justice but to defame private persons, it should be considered and held for a defamatory libel, and should subject the author thereof to the well-deserved punishment for injury. — *Vide Leg. 15, § 29, seq. C.* It is here the proper place to remark, that the *libel* which is described in various ways in the Roman law, and at one time is called *famosus libellus*, as in the title of the *Codex de famosis libellis*, and then *famosa scriptio libellorum*, is also called *libellus* alone, as in the title of the *Codex Theodosius de famosis libellis*, and in *Leg. 15, § 29, D. de injuriis*. Then again *liber* or *libellus ad infamiam alicujus scriptus*, as in § 1. *Just. and L. 5, § 9, D. de injuriis*, and the like; mostly, (the same as in the Roman law already quoted, *L. 15, § 29, D. de injuriis*), in a general sense, when it contains all kinds of written injuries, and also those under which the writer has put his name. But it is also taken in a more confined sense, and is understood of anonymous writings, prints or pictures, &c. tending to defame private persons, as in the two titles of both the *Codices* of Theodo-

sus and Justinian, *de famosis libellis*. But as it is not taken in this sense either by me or by the expounders of the Dutch law, I shall refrain from treating on libels in such a confined sense.

The memorial presented by the defendant in person to his Excellency the Governor is subscribed by him with his own signature. He openly avows that he wrote and sent it to the Governor; but it contains the calumnies stated in the act of accusation, and therefore comes within the tenor and meaning of those defamatory writings alluded to by Voët. It is true the purport of the memorial, as it states, is to obtain redress; but on what other grounds than on those of the most pernicious calumny which can exist in society, a calumny whereby the foundation of the entire edifice of a peaceable and good government is undermined? for who does not feel that when once the inhabitants are deprived of their confidence in the honour and integrity of the judicial authority, it becomes nothing else in the eye of the public than a system of artful oppressions; that nothing more can be safe; that there is no longer any security for persons or property, as soon as the judicial authority is open to corruption, as soon as the judges listen to any thing else than the dictates of their judicial duty and of an unpolluted conscience? So it would be in this their unfortunate country, in case the accusations contained in the defendant's memorial to the Governor were true. And who does not now feel instantly that it was well done of his Excellency, when he was pleased to transmit that memorial, so unprovided with any proof, to me for the purpose of prosecuting the author for his defamation. Not having been prepared to prove such enormous charges, he could not have asserted them without being guilty of calumny. Prejudice and partiality may possibly exist, although seldom, without bad faith; but to accuse his judges of an intentional, a corrupt violation of justice, hereto there should have been previous proof. In what now does this proof of the defendant in person consist? Only in the recorded proceedings of the Commission of Circuit in sundry actions brought before it by himself and Robert Hart. With respect to the culpability of the defendant's offence, it is not necessary to expatiate; for so much has been already said in the case of Edwards, that it is almost superfluous to add any thing more here. We have shown, on that occasion, that the measure of the punishment depends on the *arbitrium* of the judge, and that he is to be guided herein by the more or less aggravating circumstances that have accompanied the crime; and these circumstances, in the present case, are certainly of a most aggravated nature. A charge of a whole heap of grossly bad acts is contained in the defendant's memorial; acts committed by a Court, which, from the nature of its establishment, requires the strictest integrity. A judicial commission, acting by public authority, does the defendant thus dare to attack in the manner so amply stated in his memorial, and he dares just as shamelessly and impudently openly acknowledge his offence in Court. Were the defendant in person a man of property, perhaps a fine could be inflicted; but this would be no punishment for the defendant: he is insolvent, or at least his estate is under sequestration; and it is for this reason that I consider myself obliged to conclude against the defendant in person, that he shall be banished from this colony and the dependencies thereof for the term of five successive years, on pain of more severe punishment should he return within that period; and that he shall be confined in some secure place till an opportunity offers for his being sent away; with condemnation of the defendant in person in the costs and expenses of the prosecution, or to such other greater or lesser punishment as your worships, in good justice, shall deem meet.

The Court grants the defendant in person a peremptory term to Monday the 23d August next, in order to make his defence against the claim, so as he shall deem advisable.

Thus done and decreed, day and year as above.

(signed) J. H. Neethling.  
R. Rogerson.

In my presence, (signed) D. F. Bennangé, Sec.

At a Court of Commissioners, held in the criminal case of *D. Denyssen*, Esq. His Majesty's Fiscal, *R. O. Prosecutor*, v. *Bishop Burnett*, Defendant in person, on a charge of Libel;—on

Monday the 26th July 1824.

MR. J. H. NEETHLING, the presiding member, communicates that he had last Thursday, the 22d instant, received from the secretary of the Court a letter of that date, addressed to the latter by Bishop Burnett, the defendant, in person, of the following tenor:—

" Sir,

" Cape Town, 22d July 1824.

" As I understood the Commissioners, upon my trial for libel, to intimate that their decision would not be influenced by any thing I might bring forward in my defence, and as that defence must necessarily embrace some very serious charges against the Colonial Government, I have come to a determination, which I request you will make known to the Commissioners forthwith.

" If those gentlemen, upon the merits of my case, as it now stands, will accord the full claim of His Majesty's fiscal, and the Executive power will order the sentence to be enforced, I am prepared to receive the judgment of the Court whenever called upon, without offering any defence whatever.

"My object in wishing to ascertain these points is merely, that if another course is contemplated I may not be subjected to an interminable imprisonment without showing, in my defence, that such imprisonment would be flagrantly unjust; and I candidly confess, that, once within the walls of your prison, I never should expect to quit them with life.

"I have the honour to be, Sir, your obedient servant,

(signed)

"B. Burnett."

"D. F. Bennangé, Esq."

That he had communicated the contents of said letter to his coadjutor, Mr. Rogerson, in order that they should now dispose thereon.

Having deliberated on the request of the defendant in person contained in said letter, resolved to inform the defendant in person, and he is hereby informed accordingly, that the Court, without entering into any explanation whatsoever as to the line they intend to pursue in deciding on the merits of the present criminal prosecution of His Majesty's fiscal versus the defendant in person, on a charge of a libel, or without prescribing to the defendant in person any other or further mode of defence than that which is decent and to the point, nevertheless leave the defendant in person at liberty to anticipate the peremptory term fixed for making his defence; and in this case, to give timely information thereof to the secretary of the Court, in order to enable the Commissioners to appoint a day for the purpose, of which the defendant in person shall then be duly informed.

An extract hereof, without resumption, to be granted to the defendant in person, for his information and guidance.

(A true extract.)

(signed)

D. F. Bennangé, Sec.

RECORDS held before Messrs. J. C. Flech (acting for Mr. J. H. Neethling, who is on the Commission of Circuit,) and R. Rogerson, commissioned members from the work-shipful Court of Justice, in the Case of *His Majesty's Fiscal versus Bishop Burnett*, Defendant, in person, on a charge of Libel.

Tuesday, the 10th August 1824.

THIS case having been adjourned by resolution of the Court of Commissioners, dated the 20th July last, to the 23d instant, in order to afford the defendant in person, agreeable to his request, an opportunity of making his defence against the fiscal's claim; but the defendant having, however, anticipated the term by his letters (23) of the 26th and 28th of July and 2d instant, the case has been therefore brought forward by further hearing this day.

His Majesty's fiscal having taken his seat, and the defendant in person appeared, the latter proceeds to his defence, and says as follows:—

As I decline making any defence against the charges upon which I am arraigned, I shall occupy the attention of the Court no further than will be sufficient to account for this determination, and give a very brief reply to the argument of His Majesty's fiscal in aggravation of the offence.

The learned gentleman, as well as I can collect from the translator, enforces his claim with arguments derived from his favourite authority—the Roman laws; over which he glances his eagle eye, from Romulus to the extinction of the empire, in search of enactments wherewith to crush a persecuted settler, in a land unknown to the people whose judicial discipline he is so anxious to introduce! It is very possible, that in looking over our own statute book we may trace, in various acts of the legislature, a spirit strongly analagous to the modes of Chinese domination, and their very framers may admit that they constructed them from the doctrines of Confucius; but would that justify the King's attorney-general in ransacking the whole Chinese code for authority on which to convict a man he was prosecuting on a charge not cognizable by the laws of his own country? Assuredly not; and I maintain that His Majesty's fiscal is precisely aiming at this absurdity.

He states that time was before the march of civilization had made the disclosure of truth harsh and uncourtly, when a Tribune, a Prætor, or the Sovereign himself was accessible to the complaints of the subjects, though couched in expressions of severe crimination and abuse; but that subsequent regulations rendered the same course of petitioning criminal. Debarred as I am from any access to his authorities, I have only a very distant recollection to rely upon; but this, I think, will warrant me in saying, that the fiscal is not justified in straining this circumstance to my prejudice, unless he could produce some specimen of what the Romans did and did not consider libellous, and thus establish by comparison the character of the memorial before the Court. It may, for aught he proves to the contrary, be as susceptible of the later, as of the earlier construction.

It strikes me as a very necessary question to ask the fiscal, by what laws I am to be tried? Not by the English, for there he can find no authority whatever for this proceeding, Dutch law he tacitly admits has no existence, by the necessity he lays under of reviving the obsolete enactments of nearly two thousand years standing, upon no other sanction than his own caprice, and with no justification but his knowledge that provided he carries his point against me, no matter how, he is tolerably secure of impunity and approbation; but I will tell

tell His Majesty's fiscal, that such a departure from the dictates of equity, of justice, and of common sense, is not to be tolerated; that he is bound to define the law by which I am to be tried, and that if he can find neither precedent or authority for this prosecution in the constitution of England or Holland, to one of which countries this colony *must* be tributary, he is no more entitled to rummage in the Roman code for grounds whereon to convict me, than he is in that of the Calmuc Tartars.

"The constitution of one country is formed from the constitutions of others which have preceded it in the march of time. Wisdom rejects those ordinances which are bad, useless, and inapplicable, and adopts the salutary and the good; hence to Saxon, Norman, and Scandinavian legislation we owe the constitution of England, and to the celebrated Justinian code the Dutch are indebted for the basis of their own; but those adoptions are, in neither case, mere transcripts, they have all undergone modification. England is governed by laws, if not indigenious, at least naturalized, and so likewise is Holland; and in neither country would a public prosecutor be permitted to work the condemnation of a defendant by the application of some abstract principle or practice of other countries not formally adopted, solely on the ground that they *had* contributed to the constitution of his own! In other words, would the attorney-general of England be allowed to conduct a prosecution for libel according to the forms of Danish practice, merely because some of the laws of Denmark were amalgamated by Canute with the laws of England?

"But if the fiscal is allowed this discursive range for the materials of his attack, I should be permitted to quote my Roman authority also, and tell him that by the laws of the Ten Tables, the very elements and basis of the Latin constitution, deportation was *not* inflicted for libel. The only punishment awarded there for scandal, in all its ramifications, was a good cudgelling! Not that I reproach the learned gentleman for having preferred a claim of five years banishment, rather than a sound flogging; especially when, in his executive character, he might have been reduced to the difficulty of inflicting it. If, however, in the records of Roman jurisprudence he can find any authority for this claim of banishment, I ask of him to produce it, and *then* I shall resist its application to my case, until he clearly establishes its adoption, by the legislature of Holland, into the body of those laws by which the Netherlands are governed.

"In looking over the Dutch commentator Van Lieuwen I find very little on the subject of libel; from which it may be inferred, that corruption was less prevalent in his days, or that the truth was permitted to be spoken without entailing persecution. Nevertheless, he is sufficiently explicit as to the right of petition. He says, 'If, through ignorance in a judge, or otherwise, an unjust sentence be pronounced, the judge will not be responsible for it; but those who think themselves aggrieved thereby will be obliged to avail themselves of an appeal, or the higher jurisdiction of another judge.'

"Is it possible, Gentlemen, to require a more lucid definition than this? If, no matter from what cause, an unjust sentence be pronounced, and for which iniquity the judge is in no respect responsible, (an exception which enhances the right of the subject to petition tenfold) the aggrieved party may avail himself of an appeal, or the higher jurisdiction of another judge; here is a discretionary course distinctly laid down, which course, thus prescribed by the laws, I scrupulously followed; I did appeal, but finding, in spite of numerous applications, that I could not obtain copies of the various trials in which I had been engaged, indispensable as they were to the conduct of such appeal, I exercised that discretion the law allows, and sought redress from 'the higher jurisdiction of another judge.' In what terms could it be expected I should address the judge? I had to complain of injury. It became necessary to set forth that injury. Seven actions had been tried by these Commissioners, thus said to be libelled, and each action contrary to evidence, to the facts adduced, to manifest equity and common justice, was decided against me! An eighth, wherein I was defendant, was of such palpable malice in its origin, and of absurdity in its complexion, that the Court was *compelled* to give sentence in my favour, but it nevertheless amerced me (the winner) in the costs! A ninth, in whose decision the whole of the foregoing would have been inevitably merged, and which it was clearly manifested to the Court should, with any regard to justice, take precedence of all the others, was wholly unheard, and referred to Cape Town; while the former eight, entirely originating in the merits, and dependent upon the issue of this ninth, were absolutely decided upon, as if that ninth had been tried and sentence pronounced against me. These proceedings throughout were also characterized by the most flagrant indecorum and partiality in these judges; every plan that could possibly oppose my chances of success was sedulously adopted; my opponent was allowed to be made the vehicle of personal insult, and a ruffian was permitted to brand me with epithets in open court, as unfounded as they were detestable. How, let me ask, could I characterize this flagitious aggression to his Excellency, but in terms adapted to it? Would it have become me, with a specific accusation to advance against these men, to have modified that accusation; thus approaching this higher jurisdiction with a lie? I maintain, and I am prepared to prove, that the whole tenor of their conduct in my particular, *was* a corrupt violation of justice, morally disqualifying them for the discharge of those sacred functions with which they were so injudiciously entrusted. In what other language could I then express myself? I had to complain of injustice; how could I possibly effect this, but by stating that injustice? I had to complain of manifest corruption, of venality, of favouritism, and (that most execrable of its kind) judicial oppression, and I glory in having distinguished them by their proper appellations.

"The Court will permit me to put a case to the learned fiscal hypothetically. Suppose I had detected either of these judges in the commission of murder, forgery, or any other offence against the laws, and I had denounced their guilt, like a good subject, to the Governor, would his Excellency have instituted a criminal prosecution against me before ascertaining the truth or falsehood of my charge? and if not, what becomes of the equity of his proceeding in this instance? The cases are here entirely parallel; not a shade of distinction indicates a different course for his adoption, unless the sable robe of justice is to sanctify enormity, and become the panoply of the foulest deeds under the created Heaven; and yet for doing that which self-preservation, conscience and respect for the laws required of me, I am threatened with five years banishment from the colony.

"I am well aware that it has long been the practice at the Cape to try the colonists by Roman, Dutch or English laws, indiscriminately, adapting this caprice to the relative severity with which they may be applied to the respective cases; but as this preposterous system owes its existence to the toleration of the colonists, and not to the faintest shadow of a right in the judicial body who so arbitrarily exercise it, I have no hesitation in telling His Majesty's fiscal that this alone is a monstrous violation of justice, a perversion of delegated power, and an unwarrantable invasion of the subjects rights!! We have it here on record, that the public prosecutor, despairing of a conviction upon Dutch or English statutes, or the bastard progeny of both,—the Cape Gazette proclamations,—can only attempt to legalize the banishment of a British subject by the authority of a Roman pandect! We have it also on record, that causes are alike decided by the Roman Dutch, or purely Dutch laws; and I am prepared to furnish fifty cases within the limited range of my observation, that have been adjudged by Blackstone's Commentaries alone! What shall be said of such a judicatory? To borrow the emphatic phrase of the first talented man in this colony, 'It's all a hash!' a mere hodge-podge of inconsistency, folly and injustice, and will, I make no doubt, be so estimated by that august tribunal before which its victims must inevitably appear. There the local politics of a province will constitute no degree of innocence or guilt, and the spirit which could resist oppression, or the patriotism which could unmask its motives, will be exempt alike from imputations of turbulence and disaffection!

"I shall now proceed to show the learned fiscal that he is all along in error, and that the easy, happy, dignified fruition of his calling, is not to come into this Court (however officially pampered) to dole out his mercies or his maledictions at pleasure; and that the scales of life or death, so long his habitual poize in weighing the destiny of slaves or Hottentots, is not to be the balance to which a British gentleman is subject, whatever may be the specific gravity of a good cause crushed by oppression, or a bad one supported by patronage. In accounting to him for these opinions, I will give a much better authority than the Romans; to wit—the Parliamentary Reports of Great Britain; if this will not satisfy him, I will offer him the Common and Statute Law of the land, and, if then not convinced, I trust his appetite for unquestionable authority will be fully appeased when I refer him to the ministry of England. From either of these sources he will learn, that a British-born subject carries his constitution about him in every part of His Majesty's dominion as his indefeasable birth-right, and that in cases affecting his life, his liberty or his fair fame, he is entitled to be adjudged by the laws of his own country. If such then is the fact, and I defy the learned gentleman to controvert it, I will very soon convince him that I have no more business to be arraigned at this bar on a charge of libel than Lord Charles Somerset himself.

Holt, a very courtier, in his Digest of the Laws on Libel says, 'The plaintiff brought an action against the defendant for a libel, and declared, among other things, that he being Vicar-general to the Bishop of Lincoln, the defendant had caused to be printed a petition to Parliament, charging him with divers crimes, as extortion, oppression, and corruption, in his office.' The defendant justified the publication, and insisted on the truth of the subject-matter of the petition.' The action was holden not to lie, the petition being the necessary and usual mode of complaint to Parliament for the redress of any grievance.'—Lake v. King, 1 Saund. 121.

'Lord Mansfield recognized and approved the doctrine laid down in this case, in Astley v. Younge. So no matter which is stated in any memorial or petition against the conduct of magistrates or public officers shall be deemed libellous, provided it be done, *bonâ fide*, with a view of obtaining redress, and likewise that it be addressed in the proper channel by which such redress may be had; that is, to the persons who may be presumed to have power to give such redress.'

"Is it possible, gentlemen, to have a right more distinctly and satisfactorily laid down, and that as attaching to a nation beyond all others remarkable for its severity against libellers; and can any case be more in point than the one before you, with the contingency manifestly contemplated in this convincing definition! It is here evident, that with the most scrupulous and nice attention I have only followed the suggestions, or rather obeyed the dictates of the laws of my country, and that, so far from having acted illegally, or even violated propriety, by writing this memorial, it is his Excellency the Governor who has contemned the laws, by placing me unjustly at this bar, and neglecting to redress my wrongs, which in duty he is bound to do as the representative of my Sovereign.

Holt further says, 'As when the defendant, being deputy-governor of Greenwich Hospital, compiled and wrote a large volume, of which he printed several copies, containing an account of the abuses of the hospital, and treating the characters of many of the officers of

of the hospital (who were public officers,) and Lord Sandwich in particular, who was then first lord of the admiralty, with much asperity, he distributed the copies to the *governors of the hospital only*; but it did not appear that he had given a copy to any other person. On a rate for an information for this libel Lord Mansfield observed, that the distribution of the copies to the persons only who were, from their situations, called on to redress their grievances, and had, from their situation, competent power to do it, was not a publication sufficient to make that a libel; and he seemed to think, that whether the paper were in manuscript or printed, under these circumstances, made no difference.—*Rex v. Bailie.*

“An action for libel could not be maintained for exhibiting a bill to the Queen, charging the plaintiff to have recovered 400*l.* of the defendant by perjury, forgery, and cozening; because, said the Court, ‘the Queen is the fountain of justice, and all her subjects may lawfully resort to her to complain; but if they will divulge the contents to the disgrace of the person, it is actionable.’—*Hare v. Mellon.*”

“Therefore it has been resolved, that no false or scandalous matter contained in a petition to Parliament, though it charge a person with positive crimes, shall be deemed libellous.”

“If His Majesty’s fiscal holds authorities like these inconclusive, it will be vain to adduce any other.”

“That I may be subject to no reproach hereafter, with having neglected any means of defence in a trial so important, so interesting as a precedent in future prosecutions of the kind, and probably so influential of my future fate in life, I shall record with the Court my reasons for declining to make any defence.”

“In illustrating the motives which led me to address the memorial to his Excellency it would be necessary to go into much detail. I should have to recount occurrences inculcating the conduct of this government, to an extent that would stagger the public belief. I should have to expose a system of persecution, as remorseless and unpitying as it is odious and detestable, and virtually to attach imputations upon the Governor of this colony, his son, whom so many sacrifices have made commandant on the frontier, and the two worshipful gentlemen I am said to have libelled, to a limit that I am persuaded would be productive of fresh persecution, and measures of a nature so rigorous as effectually to hush my complaint for the future. As truth then is not permitted to be spoken in this colony, and as the proceedings of his Excellency, in this instance, is in effect proclaiming to the world that no injustice, however atrocious, is to be laid before him without subjecting the complainant to a prosecution for libel, I shall not encounter the consequences anticipated by giving it publicity here. It will, however, be forwarded to His Majesty’s government, accompanied by very sufficient reasons for the course adopted, and will effectually show with what justice I have been arraigned here on a charge, which has no other origin than the vindictive hostility of his Excellency the Governor! For the truth of this assertion I appeal to the fiscal; and if, after so cheerfully replying to his interrogatories, he will answer one of mine—I would ask him whether he has not repeatedly declared, during the course of this prosecution, that had his advice been followed, it would long since have been abandoned, as wholly unwarranted by the laws.”

“Having combated the arguments of the learned fiscal, I think unanswerably, and having detailed my reasons for omitting my defence, it only remains for me to say, that not one word I have uttered upon this occasion is with a view of extenuating my conduct, or appealing to the lenity of the Court. On the contrary, my unqualified acquittal or the full claim of the public prosecutor is what I entreat of you, gentlemen, to concede. If I merit any punishment, I merit that; and if you award less, you will confirm a too general belief that the severe and arbitrary exactions of the fiscal have no authority in the laws, or that those laws are miserably disproportioned to the offences they profess to punish, in your humane reluctance to enforce them.”

The Court having read and examined the investigation held in this case, having heard the claim of the prosecutor, together with the defendant’s answer, and taken every thing into consideration which deserved attention or could move the Court, administering justice in the name and on behalf of His Britannic Majesty, declares the defendant in person guilty of open violation of the laws, tending to disturb the internal tranquillity of the colony, and to lessen the dignity and power of the judicial authorities within the same; and therefore condemns him to be banished from this colony and the dependencies thereof for the term of five successive years, on pain of more severe punishment should he return within that period, and to be confined in some secure place till an opportunity shall offer for his being sent away; with further condemnation of the defendant in person in the costs and expenses of the prosecution.

Thus done and sentenced by Commissioners aforesaid, day and year as above, and pronounced the same day.

(signed)

J. C. Flech.  
R. Rogerson.

In my presence, (signed)

J. T. Turgens, Head Clerk.



The above sentence being pronounced, the defendant in person requested to be allowed to remain at large on bail.

The Commissioners inform him, that, as they have discharged their duty in this case, he must therefore address himself for the purpose to the proper authority.

The defendant in person having requested to know whom he is to address in this respect, the fiscal answers, that, as the request tends to a partial mitigation of the sentence, the defendant must address himself to his Excellency the Governor.

Of all which this record has been made.

Quod attestor, (signed) J. T. Turgens, Head Clerk.

On this day, the 11th August 1824, D. G. Taylor appeared at the secretary's office of the Court of Justice, and declared, in the name of the defendant, Bishop Burnett, to lodge an appeal to the full Court against that part of the above sentence by which he is condemned to be confined in a secure place till an opportunity shall offer for his being sent away.

Quod attestor, (signed) J. T. Turgens, Head Clerk.

RECORDS held before the Worshipful Court of Justice of this Government in the Case of Mr. Advocate Joubert, counsel for B. Burnett, as appointed hereto by resolution of this Court, dated the 26th August last, Appellant, versus D. Denysen, Esq. His Majesty's Fiscal, Respondent, in order to hear claim and conclusion for the retraction or correction of the Sentence pronounced by two Commissioners from this Court on the 10th August last against the appellant, with the costs; hereupon to answer and terminate according to law.

Tuesday, the 7th September 1824.

All the members present excepting Messrs. W. Hiddingh and J. H. Neethling, on duty.

Advocate Joubert says, that he had thought he should have been able to have prosecuted this appeal this day, but that having consulted with his client on the matter of his grievance against the sentence, he could not receive the necessary instructions from the appellant, in consequence of his not being provided with a translation of his trial; and therefore requests, in consequence of the notorious inability of the defendant, a translation thereof *pro deo*, and a term till after the vacation.

The R. O. respondent submits the request to the Court.

The Court grants the request for a translation of the trial *pro deo*, but rejects that for a term till after the vacation, and directs that this case shall be prosecuted as soon as the appellants shall be provided with a translation of his trial.

Done at the Cape of Good Hope, day and year as above.

In my presence, (signed) J. T. Turgens, Head Clerk.

RECORDS held before the Worshipful Court of Justice of this Government, in the Case of Bishop Burnett, Appellant, from a Sentence of a Court of Commissioners, dated the 10th August last, versus D. Denysen, Esq. His Majesty's Fiscal, R. O. Respondent.

Tuesday, the 9th November 1824.

All the members present, excepting Mr. Borchers, indisposed.

Mr. Advocate Joubert for the appellant, to make claim and conclusion for the retraction or correction of the Sentence in question; hereupon to answer and terminate.

Mr. Advocate Joubert, acting by virtue of a resolution of this Court (24), exhibits the records held in the first instance, at the foot of which the appeal is noted, and says—

The advocate for the appellant being charged with the prosecution of this appeal, conformably to the extract resolution he has exhibited, has the honour to say in support of the conclusion hereafter to be made,—

That the nature of the charge and the whole circumstances of the case, in the first instance, sufficiently appear from the copy of the records which I have had the honour to exhibit, with a certificate of the appeal having been duly noted at the foot of the same. I shall therefore, for the sake of brevity, refer to those records; and will only further remark, that the Court will not find inserted in this copy the defence of the defendant, now appellant, which, however, he assured me he delivered into Court in writing, and to be still deposited among the original papers. We have found it our duty to call the Court's attention to this defence of the appellant himself, because it appears from a copy thereof, which has been delivered to me by the appellant, that setting aside some reflections not in point, it contains a number of very good arguments in his favour. We must also, at the request of the appellant, call to the attention of the Court that in the conclusion of that document exhibited by the appellant in the first instance, there is an error or omission of the copyist; namely, after

the words, "on the contrary," must follow "my unqualified acquittal, or"—and then "the full claim of the public prosecutor is what I claim of you, gentlemen."

That this must be so, not only follows from the whole connection of the defence, but most clearly appears from the sentence following:—"If I merit any punishment, I merit that; &c."

Having thus recommended the records, held in the first instance to the attention of your worships, I shall now confine myself to the following remarks:

As the appellant has lodged this appeal against that part of the sentence only by which he is condemned "to be confined in some secure place, till an opportunity shall offer for his being sent away," I find my hands tied, and I should myself feel that I should be exposed to well-founded oppositions, in case I entered on the appellant's defence generally; but perhaps it will not be amiss to submit to the Court's consideration, that the *arbitrium judicis* cannot be bound by any confession or admission of criminality, (frequently made in despair or through ignorance,) when, on a strict investigation, it be found, that there are other grounds for the acquittal of the accused. What now regards the confinement, to which the appellant has been condemned till there be an opportunity of sending him away: it really appears to me, your worships, that in this there is a great hardship for the appellant, and that such a clause, after a sentence of banishment, cannot be brought exactly to agree with sound reason. A person who is merely banished out of a certain country or district, and has not a sentence of transportation against him, is at liberty to go wherever he pleases, if he but leaves the country from which he is banished; and when he is willing to leave that country the moment after his sentence is pronounced, then he only complies with that sentence, and he need not expose himself to the hardships and infamy of being taken by constables and locked up in a prison. But here we find a clause, after a sentence of banishment, that entirely alters its nature: The appellant must be confined till there shall be an opportunity for his being sent away. A sending supposes a sender, and this sender may let the appellant, who, in the mean time must go to prison, and therefore cannot look out for himself, wait long enough before he sends him away, and even then send him to a place where he does not choose to go. We have only said this, your worships, to show that such a clause can be very properly added to a sentence of transportation, but not of banishment; and that in the latter case such a supplement totally changes the nature of the sentence; yes, even that this manner of executing it involves a more severe punishment than the sentence itself.

It is reasonable and just, it is even necessary, that dangerous subjects, who are condemned, to be sent to a certain place in order to be confined there; or those who by their crimes have forfeited their right to live longer in society; it is reasonable, I say, that such persons should be placed under a certain security till such time as their sentences can be carried into execution, in order to prevent society being further injured by their evil passions or dispositions; but a man whom one does not hesitate to send to another country whenever he may please to go, to be at liberty there, he surely cannot be such a dangerous subject that he ought not to be suffered outside of a prison till that an opportunity be found for sending him away. The control of the police and the power of the magistrate to carry into execution a sentence of banishment, whenever the person banished causes any unnecessary delay, appears to me to be quite a sufficient means for the maintenance of the laws, when a man has been condemned by them to leave a country.

Herewith conceiving that I have acquitted myself of the honourable task laid on me by this worshipful Court, I take the liberty to recommend the lot of my client, who appears to me to be of respectable connexions and is the father of a family, to the favourable consideration of your Worships; and I therefore conclude *ut in presentatione*.

His Majesty's fiscal hereupon says in answer—"Against the sentence of the condemnation the defendant in person has not any thing. He acquiesces therein, and is convinced that he has merited it; but he complains against, and feels himself aggrieved only by the addition that he is to be confined till an opportunity shall offer for his being sent away; here he says is a hardship. But in what does this hardship consist? Confinement is at all times and every where attached to a sentence of banishment; a banished person cannot be relieved therefrom otherwise than by the indulgence of the Sovereign, and on giving the necessary bail. The appellant's advocate, who studied at the university of Leyden, has no doubt seen there, that persons condemned to banishment are brought out of the city by the servants of justice, and are not set at liberty before they are beyond the jurisdiction of the town, and in this manner they are sent away. Without confinement a man condemned to banishment would have it in his power to render his sentence illusory. Banishment is not a joke, it is a real punishment, through which the person condemned forfeits, through the act he has committed, the right and the liberty to remain at large, as being considered a dangerous subject; and if confinement be in any case necessary, then certainly it is in the present one! The defendant has not only not availed himself of the indulgence which the three months that have expired since his sentence have afforded him to look out for an opportunity to leave the colony, and thus evinced an intention not to go, but he has also used, or rather abused, this intermediate time to give the rein to his evil disposition. I am actually in possession of a letter from the appellant, which will oblige me to prosecute, if not him, because there is already a sentence against him, at least those who are concerned therein. The appellant can think of Halloran and others who were just as well confined till their sending away. The appellant's advocate has dwelt on this word, sending away, but what else does it signify, than to make a person to remove? Although the appellant

has it at his option to go where he pleases, he however has it not at his choice to go or not to go. He must go, and to this he can be compelled, and this is the signification of sending away."

On all of which grounds His Majesty's fiscal concludes for the confirmation of the sentence pronounced in the first instance; with the costs.

The Court having read and examined the records held in the first instance, having heard the pleadings on both sides, and taken every thing into consideration which deserved attention or could move the Court, administering justice in the name and on behalf of His Britannic Majesty, declares the appellant not aggrieved by the sentence pronounced by the Court of Commissioners on the 10th August last here in question, and therefore confirms the same; with condemnation of the appellant in the costs and expenses of the prosecution.

Thus done and decreed in the Court of Justice, at the Cape of Good Hope, day and year as above, and pronounced the same day.

(signed)	J. A. Truter,	F. R. Burler,
	W. Hiddingh,	J. C. Flech,
	W. Bentinck,	P. J. Truter, jun.
	J. H. Neethling,	R. Rogerson.

In my presence, (signed) D. F. Bennangé, Sec.  
(A true translation.) Hen<sup>d</sup> Murphy, Sw<sup>a</sup> Trans.

LIST of DOCUMENTS referred to in the Proceedings carried on by His Majesty's Fiscal versus Bishop Burnett on a charge of Libel, which have not been translated or copied.

1. Messenger's Report—Dutch and English.
2. Note from B. Burnett to the Secretary—English.
3. Certificate of Doctor Roberts—English.
4. Summons of the Fiscal—Dutch.
5. Ditto from Landdrost Cuyler on F. H. Staedel—Dutch.
6. Letter from Landdrost Cuyler to J. T. Lind, Esq.—Dutch.
7. Fiscal's Summons of F. H. Staedel, and Report—Dutch and English.
8. Notice of the Fiscal serving the Act of Accusation, with the Messenger's Report—Dutch.
9. Letter from the Landdrost of Uitenhagen, with a summons for F. H. Staedel—Dutch.
10. Letter from the Landdrost of Albany—English.
11. Summons of the Defendant—Dutch.
12. Messenger's Report—English.
13. Letter from Defendant to H. M. Fiscal—English.
14. Letter from the Colonial Secretary to His Majesty's Fiscal—English.
15. Letter from the Landdrost of Albany, with three Enclosures—English.
16. Letter from ditto with its Enclosure—English.
17. Letter from the Defendant to the Fiscal—English.
18. Order of the Court of Appeals—English.
19. Letter from the Landdrost of Uitenhagen, with three Enclosures—English and Dutch.
20. Summons of the Defendant to appear, 20th July—Dutch.
21. Interrogatories for the examination of the Defendant—Dutch.
22. List of the Witnesses—Dutch.
23. Three Letters from Defendant to Secretary Bennangé—English.
24. Resolution of the Court, appointing Advocate Joubert Counsel for the Defendant—Dutch.

3.

## JUDICIAL DOCUMENTS that should have been annexed to N° 1.

The several Sentences of the Court of Circuit will be found at pp. 106 & 107.

## N° 3—continuation of N° 1.

John Gregory, Esq. Secretary to H. M. Commissioners of Inquiry, &c. &c. &c.

Sir,

Cape Town, 25th Oct. 1825.

IN addition to the documents on the different cases of *Bishop Burnett* and *Hart*, already in the possession of His Majesty's Commissioners of Inquiry, I have the honour herewith to transmit to you several copies belonging thereto, from No. 1—39; as also an Inténdit, or Proceedings by default, in the case of *R. Hart* versus *B. Burnett*.

I have the honour to be, Sir, your most obedient servant,  
D. F. Bennangé, Sec.

(Translation.)

— 1. —

J. Jones, Esq. Landdrost of Bathurst, Graham's Town.

Sir,

Cape Town, Sequestrator's Office, 23d November 1821.

IN answer to your letter of the 6th instant, I have to inform you that a declaration of Bishop Burnett is not sufficient; but there must be an attestation, after examination, that his declaration is conformable to truth; previously to which the civil imprisonment cannot take place.

From the, &amp;c.

I have the honour, &amp;c.

(signed)

R. J. V. D. Rict, Esq.

(A true extract.)

(signed)

J. V. Ryneveldt, Chief Clerk.

(A true translation.)

Henry Murphy, Sw<sup>a</sup> Trans.

(Translation.)

— 2. —

Harry Rivers, Esq. Landdrost, Graham's Town.

Sir,

Cape Town, Sequestrator's Office, 15th February 1822.

YOUR predecessor, &c.

Having received your letter of the 30th January last I must frankly declare, that it appears to me suspicious with respect to Bishop Burnett. You are therefore requested to see in future that in all sentences transmitted for execution, the debtors make declaration, and being found not to possess any thing, to send back the original sentences, in order that they may be returned to the creditors with a declaration, so as to enable them to proceed against the debtors for civil imprisonment.

I have the honour, &amp;c.

(signed)

R. J. V. D. Rict, Sequestrator.

(A true extract.)

(signed)

J. V. Ryneveldt, Chief Clerk.

(A true translation.)

Henry Murphy, Sw<sup>a</sup> Trans.

(Translation.)

— 3. —

H. Rivers, Esq. Landdrost, Graham's Town.

Sir,

Cape Town, Sequestrator's Office, 26th April 1822.

YOUR letter respecting the person who has died *ab intestato* does not concern me, but the Colonial Orphan Chamber, to which I have delivered your letter, and from which you will receive further information.

I have redressed the name of Bishop Burnett in this Gazette. In the mean time it is not sufficient that this man says, "I possess nothing, and all what I have belongs to the firm of Ebden and Eaton;" this he must prove and confirm on solemn oath. In the interim, I would advise you to take a general inventory of every thing that you can find, noting therein what belongs to that firm and what to him, were it ever so trifling, and this he must sign and swear to. Having done this, I request you will forward the inventory to me, in order that I can hear Eaton, who is here, on the subject.

I have the honour to be, Sir, your most obedient servant,

(signed)

R. J. V. D. Rict, Sequestrator.

(A true translation.)

Henry Murphy, Sw<sup>a</sup> Trans.

N 4

(Copy.)

— 4. —

R. J. V. D. Rict, Esq. Sequestrator, &amp;c. &amp;c. &amp;c.

Sir,  
 REFERRING to my letter of the 10th instant, I beg leave to state that on the return of Mr. Barnes, I directed him to appear at my office, when Mr. Barnes stated that he purchased the property in question of Mr. Burnett, and that he had now lent it to him, as will appear by the enclosed copy of a document, of which the original is in his possession, and out of which it will be clearly proved that Mr. Burnett has sold this property in his own name and not in that of Messrs. Ebden and Eaton, and apparently on his own account.

I have the honour to be, Sir, your obedient servant,

(A true copy.) (signed) (signed) Harry Rivers.  
 (A true copy.) (signed) J. V. Ryneveld, Chief Clerk.  
 (A true copy.) D. F. Bennangt, Sec.

(Translation.)

— 5. —

Harry Rivers, Esq. Landdrost, Graham's Town.

Sir,  
 AS the firm of Ebden and Eaton, as being the principal creditors in the insolvent estate of Bishop Burnett, are willing to bind themselves to pay the debts of this man, and have requested a provisional suspension of the sale of the estate, I have, therefore, to request you will provisionally postpone the sale till further orders.

I have the honour, &amp;c.

(A true copy.) (signed) R. J. V. D. Rict, Sequestrator.  
 (A true translation.) (signed) J. V. Ryneveld, Chief Clerk.  
 (A true translation.) Henry Murphy, Sw<sup>a</sup> Trans.

(Translation.)

— 6. —

Harry Rivers, Esq. Landdrost, Graham's Town.

Sir,  
 ENCLOSED I have the honour to transmit to you a copy of a letter which I received yesterday from the Colonial Office, respecting complaints from B. Burnett. From the contents thereof you will perceive the reasons why government have called for a report from me, and I therefore solicit you will be so kind as to give me elucidation on this matter as soon as possible, in order that I may send in my report.

I have the honour to be, &amp;c.

(A true copy.) (signed) R. J. V. D. Rict, Seq.  
 (A true translation.) (signed) J. V. Ryneveld, Chief Clerk.  
 (A true translation.) Henry Murphy, Sw<sup>a</sup> Trans.

(Translation.)

— 7. —

Harry Rivers, Esq. Landdrost, Graham's Town.

Sir,  
 ENCLOSED I have the honour to transmit to you copy of a letter addressed to me by Mr. Eaton, for the firm of Ebden and Eaton, respecting the affairs of Bishop Burnett. I therefore request you will be so good as to appraise all the goods which Burnett has in his possession, as well as those which are mortgaged to the said firm, in order to see what this appraisement will amount to; and that you will call together the creditors mentioned in the enclosed list, being all of them persons residing with you, or thereabouts, and submit to them the proposal of B. Burnett to give bills of exchange in payment. Should the creditors consent herein, you will cause them to sign the same, and transmit it to me, together with your appraisement, in order that I may confer further with Mr. Eaton on the subject.

I am not sufficiently acquainted with the condition of the lease between Messrs. Hart and Burnett, but it speaks for itself, that when suspension be granted in the one thing, it regards every thing, and naturally the place held on lease also. It appears to me that Burnett had not any right to let the place to another without the consent of Hart; but as you are better acquainted with the business, I request you will act as the circumstances require.

I have the honour to be, &amp;c.

(A true copy.) (signed) R. J. V. D. Rict, Seq.  
 (A true translation.) (signed) J. V. Ryneveld, Chief Clerk.  
 (A true translation.) Henry Murphy, Sw<sup>a</sup> Trans.

(Translation.)

— 8. —

Harry Rivers, Esq. Landdrost, Graham's Town.

Sir,  
 I HASTEN to answer your letter of the 2d instant, received by me yesterday evening.

That the appraisement of the property must be made of B. Burnett only in order to see if this, together with the goods bound to Ebden and Eaton, be sufficient for the special mortgage

mortgage to that firm; the outstanding debts for as far as they are good included; while the appraisement should be made by two persons who possess the necessary knowledge to value all this, and who should be chosen by you.

The creditors ought also to be heard, afterwards in your presence, and in that of Bishop Burnett, in order to see if they be satisfied with the proposals to be made them by Burnett, respecting bills to be drawn by him, and if they will therefore give their consent to the execution being postponed, and how long.

When all this has been concluded, I shall expect your answer, with the signed consent of the creditors; and after I shall have advised with Eaton on the subject, I shall give you further instructions. In the mean time, it speaks for itself, that every thing and likewise the place of Hart is to remain in *statu quo*, and therefore every thing postponed till further writing.

I have the honour to be, Sir, your most obedient servant,

(A true copy.) (signed) R. J. V. D. Rict, Seq.  
(A true translation.) (signed) J. V. Ryneveld, Chief Clerk.  
Henry Murphy, Sw<sup>n</sup> Trans.

(Translation.)

— 9. —

Mr. Bishop Burnett, Graham's Town.

Sir, Cape Town, Sequestrator's Office, 13th June 1823.

ACKNOWLEDGING your letter of the 19th of last month; I have the honour to say in reply, that immediately on the receipt thereof I inquired of Mr. Bennangé, the secretary of the Court of Justice, respecting the question between you and Mr. Hart, and he informed me that, although the case pursuant to the citation had been before the Court, the Court however had resolved, as it had been already before the Court of Circuit, to refer it to the Commission, which is to go the circuit the present year, and the more so, because the parties being there can the better prosecute and defend the cause, and of which Mr. Bennangé has already informed you; you will therefore be now enabled to do herein what may be best for your interest. In case I owed you a piece of advice, I should advise you, previously to the case being brought forward, to memorial the Commission, or the Court here, to be allowed to proceed *in forma pauperis*, and for this I think you have grounds, as you have declared to the landdrost that you do not possess any thing.

In the mean time I must inform you, that Mr. Hart has complained by memorial to govern-ment both of the Court and of me, in an unfriendly manner, and this because I do not proceed to the sale of your property; on which I have explained that I could not well do so, because no goods have been found in your possession, and, according to your declaration, you do not possess any property.

I have the honour to be, Sir, yours, &c.

(A true copy.) (signed) R. J. V. D. Rict, Seq.  
(A true translation.) (signed) J. V. Ryneveld, Chief Clerk.  
Henry Murphy, Sw<sup>n</sup> Trans.

(Translation.)

— 10. —

EXTRACT from the Records held before Messrs. P. J. Truter, jun. and P. B. Borchards, constituting the Commission for administering Justice in the Country Districts.

Wednesday, the 5th November 1823.

THE Court, &c.

The Court now proceeding to the decision of the five cases between *Robert Hart v. B. Burnett*, and *B. Burnett v. R. Hart* and the Sequestrator, contained on the Civil List, nos. 14, 4 & 6, 5 & 8, 15, 16 & 17; the documents marked *d*, *e* and *f*, filed at the commencement of the Records, are previously brought forward for deliberation, towards a better understanding of the whole of the cases.

Upon which, resolved to require from H. Rivers, esq. the landdrost, in his capacity as agent to the sequestrator here, a report of all his proceedings in this case, and likewise a copy of the inventory of the effects of Bishop Burnett aforesaid, mentioned in the letter from him (the landdrost) to the sequestrator, dated the 10th May 1822, being one of the documents annexed to the sequestrator's letter to the Commission, the present agent of the sequestrator (the secretary of this district) not being here.

The landdrost hereupon exhibits his report, being as follows:—

F. I.

The following memorials from Charles Stone, J. Devenish and James Curney, complaining of the non-execution of sentences in their favour, and against Bishop Burnett, are likewise read:—

F. I.

The Court adjourns till to-morrow morning, at nine o'clock.

Done at Graham's Town, day and year as above.

(signed) P. J. Truter, Jun.  
P. B. Borchards.  
In my presence, (signed) E. Bergh, Sec.  
(A true translation.) Henry Murphy, Sw<sup>n</sup> Trans.

— 11. —

EXTRACT from the Records held before Messrs. P. J. Truter, jun. and P. B. Forcherds, constituting the Commission for administering Justice in the Country Districts.

Thursday, the 6th November 1823.

THE Court having proceeded to judgment in the several cases between *B. Burnett* and *B. Hart* and the Sequestrator, the following Sentences are decreed and pronounced; viz.

In the case No. 14.

*Robert Hart*, plaintiff, for the cancelling of a Lease of the place named Doorn Valley, situated near Graham's Town, executed before the notary public, F. H. Staedel, on the 13th June 1820, and for an Ejectment from said place; versus *Bishop Burnett*, defendant in said case.

The Court having deliberated on the case, administering justice in the name and on behalf of His Britannic Majesty, declares the plaintiff entitled to enter on the possession of his place named Doorn Valley, and therefore condemns the defendant to quit the same immediately; with authority to the landdrost here (should it be necessary) to carry this sentence into execution forthwith; with further condemnation of the defendant in the costs of suit, subject to the taxation and moderation of the board of Landdrost and Heemraden here.

On this day, the 7th November 1823, appeared before me, the secretary to the Commission of Circuit, *B. Burnett* the defendant, who declared to lodge an appeal against the above sentence to the right honourable Court of Appeals for Civil Cases.

Quod attestor, (signed) *E. Bergh*, Sec.

In the case Nos. 4 & 6.

*Bishop Burnett*, plaintiff, on account of illegal Warning having been given to quit the place named Doorn Valley, taken by the plaintiff from the defendant; and of an absolute order given to leave said place in the month of April of the present year; versus *Robert Hart*, defendant in said case.

The Court having deliberated on the case, administering justice in the name and on behalf of His Britannic Majesty, rejects the claim and conclusion made by the plaintiff against the defendant, with condemnation of the plaintiff in the costs of suit, subject to the taxation and moderation of the board of Landdrost and Heemraden here.

On this day, the 7th November 1823, appeared before me, the secretary to the Commission of Circuit, *Bishop Burnett*, the plaintiff, who declared to lodge an appeal against the above sentence to the right honourable Court of Appeals for Civil Cases.

Quod attestor, (signed) *E. Bergh*, Sec.

In the case Nos. 5 & 8.

*Bishop Burnett*, plaintiff, for Damages, for illegally conspiring to drive him away from the place named Doorn Valley, in the month of July 1822, versus *Robert Hart* and *R. J. V. D. Rict*, esq. sequestrator, defendants in said case.

The Court refers the decision of this case, as falling within the tenor of Art. 43 of the Proclamation of the 16th May 1811, to the full Court.

In the case No. 15.

*Robert Hart*, plaintiff, in case of Debt, versus *Bishop Burnett*, defendant in said case.

The Court having deliberated on the case, administering justice in the name and on behalf of His Britannic Majesty, condemns the defendant to the payment of a sum of six hundred rix dollars, with the interest from the 25th May 1822, and also to the payment of a like sum of six hundred rix dollars, with the interest from the 25th May last, both to the full and effectual payment, with the costs of suit, subject to the taxation and moderation of the board of Landdrost and Heemraden here.

On this day, the 7th November 1823, appeared before the secretary to the Commission of Circuit, *Bishop Burnett*, the defendant, who declared to lodge an appeal against the above sentence to the right honourable Court of Appeals for Civil Cases.

Quod attestor, (signed) *E. Bergh*, Sec.

In the case Nos. 16 & 17.

*Robert Hart*, plaintiff, for Damages, for taking away a number of Fruit Trees from the place named Doorn Valley, and for breaking down and otherwise destroying two Buildings that had been erected on said place, versus *Bishop Burnett*, defendant in said case.

The Court having deliberated on the case, administering justice in the name and on behalf of His Britannic Majesty, declares the defendant can suffice with paying to the plaintiff the rent stipulated by the lease dated the 13th June 1820, from the 25th May last to the day of his quitting the place Doorn Valley; with rejection of the further claim for damages made by the plaintiff, and condemnation of the defendant in the costs of suit, subject to the taxation and moderation of the board of Landdrost and Heemraden here. While a copy of the memorial

memorial exhibited by the defendant, *sub* No. 44, is to be transmitted to His Majesty's fiscal, in order to make such use thereof as he may deem proper.

On this day, the 7th November 1823, appeared before me, the secretary to the Commission of Circuit, the defendant, who declared to lodge an appeal against the above sentence to the right honourable Court of Appeals for Civil Cases.

Quod attestor, (signed) *E. Bergh, Sec.*

And finally, the Court, disposing on the memorials from Robert Hart, Charles Stone, Lient. Devenish and J. Curney, complaining of the non-execution of the sentences obtained by them against Bishop Burnett,—

Resolved to direct H. Rivers, esq. the landdrost here, to summon said Bishop Burnett, at the utmost within the term of eight days from this day, to appear before commissioned Heemraden, in order as yet to make a regular return of property; and in case of an insufficient return, or unwillingness of said Burnett to appear, then to take an immediate inventory of all his property, of whatsoever nature it may be, and thereupon to forward forthwith the said return or inventory to the sequestrator, or to his agent here, in order that the execution may be proceeded in. Further orders the landdrost to inquire into the charge of Charles Stone, that Bishop Burnett has been guilty of fraudulent conduct with respect to his creditors, and to proceed therein as he may deem advisable. And finally, leaves to the creditors of said Bishop Burnett, in case of any deficiency on their respective claims, to take such further steps for the maintenance of their good right as they may think proper.

An extract hereof, without resumption, to be granted to the landdrost aforesaid and to the sequestrator, for their information and guidance.

Done at Graham's Town, day and year as above.

(signed) *P. J. Truter, jun.*  
*P. B. Borchers.*

In my presence, (signed) *E. Bergh, Sec.*  
(A true translation.) (signed) *Henry Murphy, Sw<sup>n</sup> Trans.*

(Copy.)

— 12. —

R. J. V. D. Rict, Esq. Sequestrator.

Sir,

Graham's Town, 19th May 1823.

WHAT I conceive a fatal informality in the citation served upon me to appear in Cape Town, as defendant in Mr. Hart's proceeding, had rendered it necessary for you to represent me; and as administrating my property in this colony for the benefit of my creditors, I cannot entertain a doubt but that your exertions in my behalf will leave me nothing to regret on this occasion.

As I only ascertained yesterday evening that my presence in Cape Town is necessary on the 29th instant, I am precluded from laying before you that full exposition of the cause in litigation, certainly necessary to my defence; but with the little time left me, I will endeavour to suggest, for your adoption, the most prominent of those arguments I should urge if personally present.

As my lease is, beyond all question, for six years, any attempt to disturb it is as illegal now, as it was declared to be by the Commission of Circuit in October last, this, *primâ facie*, must be a very striking consideration for the Court.

If Mr. Hart urges any infraction on my part, from non-payment of rent, his attempt to reject the twelve months back, declared by that Commission to be illegal, was the sole cause of my incapacity to pay him, and my action is still pending against him to recover damages for the consequence of such proceedings; and you must allow me to say, that I cannot suffer this ground, from any consideration, to be delicately walked over.

My next stand is one of public notoriety, viz. that the publication of my name as insolvent in the Cape Gazette was also illegal, inasmuch as a *bonâ fide* claim upon the government was tendered to meet the sentence, on which alone this publication was founded, to which fact every consequence hostile to my credit may be traced. This claim was also one of Mr. Hart's.

I think these quite ample grounds of defence against such a proceeding; but that the Court may not be left in ignorance of sufficient detail to bear out these facts, I deem it absolutely necessary that a letter I wrote Mr. Cloeti, (Hart's advocate,) dated 18th February last, should be read in open Court. A copy of it is enclosed, and I protest against any measures pursued for my defence without strict compliance with this injunction.

I am, Sir, your very obedient servant,

(signed) *B. Burnett.*

P. S.—Not having time to copy the letter alluded to, I beg to refer you to Mr. Cloeti for one.

(A true copy.) (signed) *J. V. Ryneveld, Chief Clerk.*

(A true copy.) (signed) *D. F. Bennangé, Sec.*



(Copy.)

—13.—

Harry Rivers, Esq.

Sir,

Graham's Town, 27th September 1822.

IN reply to your letter of yesterday, I beg to state that you are already in possession of the schedule of my property in this colony, which remains precisely in the same state as when taken, with the exception of that necessary consumption of stock from which we derive our support. The very great depredation my property has undergone, owing to the discharge of my people, by the orders of the sequestrator, the entire loss of the season agriculturally, as well as of some valuable contracts, and the hopelessness of industry proving successful in this colony, have altogether determined me to make no further sacrifices; I therefore absolutely decline drawing bills upon England for the liquidation of these claims.

I have however made a communication to Mr. Eaton on this subject, to which I beg to refer the sequestrator, and the instant I receive that gentleman's (Mr. Eaton's) answer I shall do myself the pleasure to make a final communication.

If the sequestrator's object is merely to ascertain whether any supplies would remain over Mr. Eaton's claim, after the sale of my effects, it may very soon be made manifest that the whole property is insufficient at this juncture to pay the preferent claim.

I remain Sir, your very obedient servant,

(signed) B. Burnett.

(A true copy.) (signed) J. V. Ryneveld, Chief Clerk.

(A true copy.) (signed) D. F. Bennangé, Sec.

(Copy.)

—14.—

MEMORANDUM of Proceedings and Correspondence relative to the Estate of Mr. B. Burnett.

Vide Extract from Day Book annexed.

Vide Letter annexed.

ON my arrival here in January 1822, a letter from the sequestrator, dated the 23d November 1821, stating that the declaration of Mr. Burnett was not sufficient, but that an attestation must be made of its truth, was handed to me as agent to the sequestrator by the district secretary; upon which I summoned Mr. Burnett to attend at my office, when he declared upon oath that he did not possess any property whatsoever, having assigned every thing to Messrs. Ebden and Eaton, for whom he then only acted as agent, in proof of which he produced to me his deed of assignment, and the power of attorney from Messrs. Ebden and Eaton. I communicated this declaration on the 30th January to the sequestrator, who informed me in reply, by letter dated 15th February, that there appeared something suspicious in the business of B. Burnett, and requested me to return the sentence, which however had been returned to the sequestrator by my predecessor on the 6th November 1821.

On the 30th March a further sentence in favour of Mr. Devenish was handed to me, when, on being called upon as before, Mr. Burnett made the same reply on oath.

On the 6th April the sequestrator declared the estate of B. Burnett to be insolvent, and requested all persons having claims thereon to transmit them with the necessary vouchers, &c. &c.

Vide Copy annexed.

On the 7th May I received a letter, dated 26th April, from the sequestrator, stating it was not sufficient that Mr. Burnett should say he had nothing, and that every thing in his possession belongs to Messrs. Ebden and Eaton, but that he must prove it, and verify it upon solemn oath; and directing me in the meanwhile to take a general inventory of all that could be found, specifying to whom belonging, no matter how trifling; which should also be verified on oath, and to transmit the inventory; all which was accordingly done and reported to the sequestrator, by letter dated 10th May 1822.

Vide Letter annexed.

On the 7th July I received a letter from the sequestrator, of which the following is a translation.

To H. Rivers, Esq. Landdrost, Graham's Town.

Sir.

Cape Town, Sequestrator's Office, 28th June 1822.

Having applied to Mr. Eaton on the part of the firm of Messrs. Ebden and Eaton, I have learnt, and which appears to be the case, that B. Burnett is not acting as agent to that firm, but that he is debtor to them upwards of 4,000 rix dollars, and consequently all the property in his possession is his own. You will therefore be kind enough not to attend any more to the statements which the said Burnett may make, but to arrest all the property of whatsoever description, and expose the same for sale, transmitting the amount to me.

With respect to the land of Mr. Hart, hired by Burnett, he has no right to let it out to another, but *the same must revert to its owner*; and it speaks for itself, that the alterations made by the said Burnett on the place must be refunded by Hart, on the valuation of two competent persons, or the amount may be admitted in reduction of his claim on Burnett.

I am, &amp;c.

(signed) R. J. V. D. Rict.

The

The contents of this letter, and particularly as to the right of under-letting Mr. Hart's farm, and its reversion to its owner, and the valuation of any improvements thereon, were accordingly communicated to Mr. Burnett, and the property in his possession was declared for sale on the 24th July, which I reported to the sequestrator on the 9th July.

Vide Copy of Letter annexed.

On Sunday the 21st July, I received a letter from the sequestrator, of which the following is a translation.

To H. Rivers, esq. Landdrost, Graham's Town.

Sir,

Cape Town, Sequestrator's Office, 12th July 1822.

Whereas the firm of Messrs. Ebdon and Eaton, as one of the principal creditors in the insolvent estate of Bishop Burnett, are willing to interest themselves to pay the debts of this person, they have requested me to stop the sale of the property of this estate provisionally, you are therefore requested provisionally to postpone the sale until further directions.

I am, &c.

(signed) R. J. V. D. Riet.

I immediately gave public notice of the postponement of the sale, which was officially communicated to Mr. Burnett by the messenger, on Monday the 22d July, about noon. On the 24th July, the day appointed for the intended sale, Mr. Hart attended at my office, and insisted peremptorily and formally on the execution (which he stated ought to have taken place on the receipt) of the other part of the sequestrator's instructions, which had not been revoked, and that the valuation of improvements should be made, and that he should be put in possession of his land forthwith.

Vide Report of Messenger annexed.

Vide Extract from Day-book annexed and the succeeding Letter.

Graham's Town, 5th November 1823.

(signed) Harry Rivers.

N.B.—No sale or ejection did take place, and Mr. Burnett has continued in possession of the goods of which the inventory was taken, and also in possession of the farm to the present time.

H. R.

(A true copy.)

D. F. Bennangé, Sec.

—15.—

EXTRACT from the Day-Book of the Landdrost of Albany, as Agent to the Sequestrator.

January 30th, 1822.—BISHOP BURNETT having appeared, produced a notarial assignment made before the notary and witnesses F. H. Staedel, on the 4th of February 1821, in which all his property, of whatever description, nothing excepted, is made over to the firm of Messrs. Ebdon and Eaton; and produced further, a special power of attorney passed before the notary G. Cadogan and witnesses, in Cape Town, on the 10th of March 1821, in which he is appointed by Mr. Eaton as their agent. Bishop Burnett declared that since the passing of such deeds, no property of any description has become *bonâ fide* his, which declaration he is ready, if called upon, to verify upon solemn oath; and that he has not any property of which he can render an inventory; also, that he now confirms the statement he formerly made before the landdrost.

(A true extract.)

(signed)

M. J. Onkruydt.

(A true copy.)

D. F. Bennangé, Sec.

—16.—

INVENTORY taken by the undersigned, authorized thereto by the Landdrost of Albany, as Agent to the Sequestrator, of all such Goods and Effects found in possession of Mr. Burnett, and stated by him to be assigned to the firm of Messrs. Ebdon and Eaton, according to a Deed of Assignment, under date 4th February 1821.

- |   |   |
|---|---|
| <p><b>Furniture in Cottage.</b><br/>                 1 Yellow wood table.<br/>                 1 Sofa and 8 mahogany chairs.<br/>                 1 Work table, 1 tea caddy, a few books, green baize table cloth.</p> <p><b>Bed Room.</b><br/>                 1 Mahogany bedstead and furniture.<br/>                 1 Washing-stand.<br/>                 Small box of carpenter's tools.<br/>                 2 Silver soup spoons, 6 silver tea spoons.</p> <p><b>Kitchen.</b><br/>                 1 Large table.<br/>                 1 Carpenter's bench.</p> <p>The bedstead, furniture, sofa and chairs are the property of Mr. Barnes, of Graham's Town.<br/>                 The waggon and one span of oxen, the property of Mr. Stone.<br/>                 A grant, one thousand and fourteen acres of land, and an erf at Bathurst.<br/>                 The farm in my occupation is rented from Robert Hart.</p> | <p><b>Sundry crockery, a few iron pots, and tin saucepans.</b></p> <p><b>In the Garden.</b><br/>                 4 Rakes, 4 watering-pots.<br/>                 3 Wheel-barrows, 2 shovels.<br/>                 3 Spades.</p> <p><b>Store Closet.</b><br/>                 Pickling tub, 2 glass decanters, 2 salt cellars, 1 dozen cut wine glasses, 5 tumblers.</p> <p><b>In the Garden.</b><br/>                 2 Broken ploughs, 1 pair of harrows, 1 new roller, 1 waggon, 13 oxen, 10 cows, 4 pigs.</p> |
|---|---|

(signed) B. Burnett.

Graham's Town, 9th May 1822.

Per order of the landdrost.

(signed)

M. J. Onkruydt.

(A true copy.)

(signed)

John Willis, Landdrost Clerk.

(A true copy.)

(signed)

D. F. Bennangé, Sec.

(Copy.)

—17.—

EXTRACT Letter to the Sequestrator, dated Graham's Town, 10th May 1822.

IN reply to your letter of the 26th ultimo, I have the honour to transmit you a copy of a minute inventory of all the goods and effects found in possession of Mr. B. Burnett, stated by him to be assigned to the firm of Messrs. Ebden and Eaton; you will perceive that Mr. Burnett stated that a bedstead and furniture, sofa and chairs are the property of Mr. Barnes of this town, and that a waggon and one span of oxen that of Mr. Stone; it was my intention to have had Messrs. Barnes and Stone at my office, and their statement would have been transmitted to you, but am prevented from so doing by their absence, which however shall be done as soon as possible,

(A true extract.) (signed) M. J. Onkruidt.  
(A true copy.) (signed) D. F. Bennangé, Sec.

(Copy.)

—18.—

EXTRACT Letter to the Sequestrator, dated Graham's Town, 30th January 1822.

I HAVE the honour to acquaint you, that on my arrival at this place the district secretary handed to me four sentences, passed by the worshipful the Court of Justice against Bishop Burnett, William Ousten, John Rafferty and John Michael Cromhaut, I lost no time in summoning these persons to appear before me, in order to take an inventory of their property, and they accordingly appeared this day, when the following statements, which are extracted from my day-book, were respectively made by them.

"Bishop Burnett produced a notarial assignment made before the notary and witnesses F. H. Staedel of Uitenhagen, dated 4th February 1821, in which all his property of whatsoever description, nothing excepted, is made over to the firm of Messrs. Ebden and Eaton; and produced further, a special power of attorney passed before the notary and witnesses, P. Cadogan in Cape Town, dated 10th March 1821, in which he is appointed by Mr. Eaton to act as their agent.

"Bishop Burnett further declared, that since the passing of such deed, no property of any description has become *bonâ fide* his, which declaration, he is ready, if called upon, to verify upon solemn oath, and that he has not any property of which he can render an inventory; also, that he now confirms the statement he formerly made before the late landdrost."

I must therefore transmit you the usual certificate, which I beg leave to enclose.

(A true extract.) (signed) John Willis, Landdrost Clerk.  
(A true copy.) (signed) D. F. Bennangé, Sec.

(Copy.)

—19.—

CERTIFICATE transmitted to the Sequestrator's Office.

I, the undersigned landdrost, of the district of Albany, in my capacity as agent to the sequestrator, hereby certify and declare, that I have, notwithstanding all my endeavours, been unable to discover any property, landed or moveable, nor of credits, actions or claims belonging to Bishop Burnett, to satisfy the execution of a sentence passed against him by the worshipful the Court of Justice in favour of Robert Hart.

Graham's Town, District Albany, 30th January 1822.

(A true copy.) (signed) Harry Rivers, Landdrost.  
(A true copy.) (signed) John Willis, Landdrost Clerk.  
(A true copy.) (signed) D. F. Bennangé, Sec.

(Copy.)

—20.—

COPY of a Letter to Mr. B. Burnett, dated Graham's Town, 26th September 1822.

Sir,

HAVING received directions from the sequestrator, in consequence of a communication to him from Mr. Eaton of the firm of Messrs. Ebden and Eaton, to cause all the goods and property which you possess to be valued, in order that the amount of such valuation may be stated to the creditors residing in this district or its vicinity, together with your proposition to draw bills on England for the liquidation of their claims, and that the consent of the creditors to such mode of settlement may be obtained, I am to request you will furnish me with a statement and inventory of such property and goods in your possession, as may be under mortgage or assignment to Messrs. Ebden and Eaton, and of any and all the property or effects belonging to your estate, upon the receipts of which I shall appoint a time for the said valuation to be taken, and inform you thereof.

I am, &c.  
(A true copy.) (signed) H. Rivers.  
(signed) D. F. Bennangé, Sec.

(Copy.)

—21.—

EXTRACT from the Day Book of the Landdrost of Albany as Agent to the Sequestrator.

Wednesday, 24th July 1822.

ROBERT HART having appeared at my office to be present at the valuation to be taken on the improvements made by B. Burnett on the place hired by him of the said R. Hart, I informed him that I had received a letter from the sequestrator, informing me that the firm of Messrs. Ebden and Eaton had undertaken to pay the debts of the said Burnett, and requesting me to have the sale of the property of the said Burnett, advertised to take place this day, provisionally postponed.

Whereupon the said Hart observed, that as the sequestrator had requested me to have the improvements made by the said B. Burnett on his place valued, which order had not been countermanded, he must request to have the valuation take place, and by means be put in possession of his farm. That the contract between him and the said Burnett, after the insolvency of Burnett, was to all intents and purposes annulled, and that he did not see any reason why he should be kept any longer out of his property; and he requested further, that I would act according to the contents of the letter from the sequestrator in regard to his plea.

On which I have resolved, that as the orders received by me from the sequestrator are not cancelled, and as the contract between B. Burnett and R. Hart, through the insolvency of the former, must be considered annulled, to proceed with the valuation of the same; and for that purpose, the burgher, Peter Reteif, and the field cornet Dick van Rovyen have been chosen to act as appraisers, and to inform the said B. Burnett of this my intention by serving a summons on him to attend on the place for that purpose.

(A true copy.) (signed) John Willis, Landdrost Clerk.  
(A true copy.) (signed) D. F. Bennangé, Sec.

(Copy.)

—22.—

COPY of a Letter to the Sequestrator; dated Graham's Town, 28th September 1822.

Sir,

IN reply to your letter of the 13th, relative to the affairs of Mr. B. Burnett, I have the honour to acquaint you, that, in prosecution of the directions therein contained, I have called upon Mr. Burnett to furnish a statement and inventory of such property and goods in his possession as might be under mortgage or assignment to Messrs. Ebden and Eaton, and of any and all the property and effects belonging to his estate, with a view to the valuation thereof as desired by you; and I enclose a copy of Mr. Burnett's to me, by which, and particularly on reference to the last paragraph, it will appear unnecessary to proceed in the valuation, as the object for which it was proposed cannot be obtained, if Mr. Burnett declines to draw bills for the amount of his debts; I must therefore wait the result of your further communication with Mr. Eaton, and request to be instructed accordingly.

I have the honour, &amp;c.

(signed) H. Rivers.  
(A true copy.) D. F. Bennangé, Sec.

(Copy.)

—23.—

COPY of a Letter to the Sequestrator; dated Graham's Town, 27th August 1822.

Sir,

I HAVE the honour to acknowledge the receipt of your letter of the 16th instant, enclosing a copy of a letter addressed to you by the colonial secretary, relative to the memorial proceeding in the insolvent estate of B. Burnett; in answer to which, I cannot afford more information than is contained in my letters and enclosures to you of the 30th January, 26th February, 2d April, 16th April, 10th May, 14th May, 5th July, 9th July, and 29th July, and in the following replies to the queries of his Excellency the Governor, which appear to require a reference to me; viz.

§ Whether, when the landdrost was directed to stop the sale of B. Burnett's effects, in consequence of Messrs. Ebden and Eaton having undertaken to pay the pecuniary demands against him, it was discretionary with him to stay that part of the sentence which directed Mr. Hart to be put in possession of his farm, then held by Mr. Burnett?—It certainly was not discretionary with the landdrost to stay that part of the instructions which had not been revoked; upon the immediate execution of which, Hart, having the right so to do, peremptorily insisted.

§ Whether it is usual, in case of dispossessing, to give time to the party to move, or whether he should be forced to move at the shortest notice?—Verbally, but officially, notice was given by the landdrost to Burnett, on the 9th July, that he would be required to quit, and the formal notice was served on the 26th, sixteen days afterwards, and Burnett has not been forced to quit, as he is still in possession.

§ Whether, in the appointment of persons to appraise the value of the repairs and additions made to the farm held by Mr. Burnett of Mr. Hart, the landdrost was bound to call upon Mr. Burnett to name one, and Mr. Hart to name the other assessor, or whether his instructions were to nominate the fittest persons in his judgment?—The landdrost could not be bound to call upon Mr. Burnett to name one appraiser, Mr. Burnett being insolvent had no right or interest in the valuation, and the landdrost, as agent to the sequestrator, acted for the estate.

I have the honour to be, &c.

(signed) *H. Rivers.*

(A true copy.) *D. F. Bennangé, Sec.*

(Copy.)

— 24. —

R. J. V. D. Rict, Esq. Secretary.

Sir,

Graham's Town, 29th July 1822.

I HAVE received your letter of the 12th instant, and in consequence of the contents thereof I immediately ordered the sale of the property in the possession of Bishop Burnett to be postponed.

Mr. Hart has, however appeared before me to require the execution of the other part of your instructions of the 28th ultimo, which had not been revoked, relative to the restoration of his land, and the valuation of the improvements made thereon by B. Burnett; and I enclose extracts from my day-book, which will put you in possession of the proceedings which have taken place; and I also enclose the valuation made by the persons appointed for that purpose, and copies of Mr. Burnett's protest and reply.

The perusal of these documents will show the difficulty of acting in this case, and the necessity of very clear and distinct instructions for my future guidance thereon.

I have the honour, &c. &c.

(signed) *H. Rivers.*

(True copy.) (signed) *H. Rivers.*

(A true copy.) (signed) *D. F. Bennangé, Sec.*

(Copy.)

— 25. —

R. J. V. D. Rict, Esq. Sequestrator.

Sir,

Graham's Town, 9th July 1822.

I HAVE the honour to acknowledge the receipt of your letter of the 28th ultimo, relative to the estate of B. Burnett, the contents of which I have communicated to him; and I have the honour to inform you, that I have presented to Mr. B. Burnett the inventory, which I had directed to be made on the 9th of May last, of property then in his possession, and he has declared upon solemn oath, that he is possessed of no other property than therein stated, that the same is still remaining in *statu quo*, and that he has not since become possessed of any other property. I have consequently advertized a public sale to be held of his effects, and the same will take place on the 24th instant, when the particulars will be made known to you. I have also to inform you, that an inventory of the whole of the property of J. M. Croumhaut has been taken, and advertized for sale on the 25th instant, when the proceeds will be transmitted to you without any delay; I have, however, to remark that the property of the said Croumhaut will not be adequate to cover that sentence; I am therefore obliged to declare the said Croumhaut insolvent.

I request you will call on Mr. Eaton, who, I have been informed, is holder of the title of the grant of land ceded to Mr. Burnett, and to have the same sent to me without any delay, in order to be handed to the purchaser of the said grant.

I have the honour to be, Sir, your obedient servant,

(signed) *Harry Rivers.*

P. S.—I enclose a copy of Mr. Burnett's declaration of this day.

Mr. B. Burnett having appeared before me, and the inventory made on the 9th May last having been read to him again, he declared that the articles therein mentioned are the only property now in his possession, and that no change of property has since taken place, and that if any property should come after this to his knowledge he would, without any delay, inform the landdrost of it.

Graham's Town, 9th July 1822.

(signed) *B. Burnett.*

Sworn before me on this day, the 9th July 1822.

(signed) *H. Rivers.*

(A true copy.) (signed)

(A true copy.) *M. J. Onkruydt.*

*D. F. Bennangé, Sec.*

(Copy.)

— 26. —

EXTRACT of Letter to the Sequestrator; dated Graham's Town, 2d September 1822.

Sir,

I HAVE the honour to acknowledge the receipt of your letter of the 21st ultimo, and before I can act thereon I request you will inform me of the method by which I am to proceed in taking the valuation of the goods in the possession of B. Burnett, and as to the persons to be employed to make the valuation, how and by whom to be appointed or chosen, &c. I am also to inform you, I am not at all acquainted with the nature of the contract between Hart and Burnett, upon which you gave me specific instructions, but did not allude to in your subsequent direction for the provisional postponement of the sale of goods in Burnett's possession; and I therefore acted entirely and implicitly under your instructions, and not upon any knowledge of my own of the circumstances of the case.

I must again repeat my former request for clear and specific instruction from you, as I act strictly thereon.

(signed) H. Rivers.

(A true copy.)

(signed)

D. F. Bennangé, Sec.

(Copy.)

— 27. —

TO the worshipful Members of the Court of Circuit.

The Memorial of Lieutenant John Devenish,—

Showeth,

THAT in the month of \_\_\_\_\_ 1821, memorialist obtained a sentence from the Court of Circuit, then sitting at Bathurst, against Mr. Bishop Burnett, for certain debts due to him by said Burnett. That your memorialist made application to the secretary of Albany to have the sentence carried into execution; but after a lapse of time, seeing that no steps had been taken, memorialist obtained the necessary papers from the secretary's office, and transmitted the same through his agent in Cape Town to the sequestrator; but has not heretofore been able to receive the smallest redress.

Your memorialist entreats, that your worships will be pleased to inquire into the cause of this strange delay in not carrying into execution the sentence of a former Court of Circuit; by which delay Mr. Burnett has had sufficient time allowed him to make away with the residue of his property, to the great prejudice of myself and other of his creditors.

Trusting that your worships will give this brief statement a due consideration, your memorialist begs leave to subscribe himself,

Your most obedient humble servant,

(signed) J. Devenish, Lieut. half-pay, Cape Regiment,

Somerset Farm, 9th Sept. 1823.

(A true copy.)

(signed)

D. F. Bennangé, Sec.

(Copy.)

— 28. —

TO the worshipful Members of the Court of Circuit, now sitting at Graham's Town.

The Memorial of James Carney, of Bathurst,—

Showeth,

THAT your memorialist obtained a sentence before the worshipful Court of Circuit, held at Bathurst in October 1821, for the sum of 314 rix dollars with costs, against Bishop Burnett; that your memorialist has never received any satisfaction for said sentence, although the said Bishop Burnett appears to possess landed and other property. Your memorialist begs of the worshipful Court to inform him what steps he must now take to recover the amount of said sentence, and whether the sequestrator, or his agent, is not liable to him for payment of the same, for not having acted as the law directs in such cases. Your memorialist begs of the worshipful Court to take into their consideration the consignment of the said Bishop Burnett to Messrs. Ebdon and Eaton of Cape Town; and his affidavit before the landdrost of Albany, of not being possessed of any property whatever, notwithstanding the said Bishop Burnett has since transacted business as before.

Hoping that the worshipful Court will give these lines a full investigation, I beg leave to subscribe myself, worshipful members of the Court of Circuit,

Your obedient and humble servant,

(signed) James Carney.

Bathurst, 25th October 1823.

(A true copy.)

(signed)

D. F. Bennangé, Sec.

(Copy.)

— 29. —

THE Worshipful the Court of Circuit, &c. &c. &c.  
The Memorial of Charles Stone,—

Respectfully sheweth,

THAT memorialist, for himself and brother, has proved on the estate of Bishop Burnett, (declared insolvent by publication in the Cape Gazette, dated 4th May 1822,) a claim of 973 rix dollars.

Your memorialist is not aware of any steps taken to sell off the property of the said bankrupt for the benefit of his creditors; on the contrary, the said bankrupt continues to act as a solvent man in every respect, except paying his debts.

Your memorialist is a greater sufferer on this account, perhaps, than any other creditor on the said bankrupt estate, as he is the largest creditor (viz. 8,100 rix dollars) upon the estate of George Bennett, a bankrupt, in 1821, to whose estate the said Bishop Burnett is indebted 2,235 rix dollars, by sentence obtained on 24th October 1821, before the worshipful Court of Circuit, at the suit of Mr. Le Sueur, acting in the name and on the behalf of the sequestrator.

Your memorialist begs to state, that he can bring proofs before your worshipful Court of various dealings by the said B. Burnett since his declared insolvency; and further, your memorialist has been informed that he has caused to be issued, in his own name, several summonses by the authorities here, to support actions before your worshipful Court.

Your memorialist begs leave herewith to lay before you copy of a memorial he had the honour to send to his Excellency the Governor in August last, to which he has not as yet received a reply.

Your memorialist begs to be informed by this worshipful Court where he is to look for his remedy for the loss he has sustained in consequence of the several sentences against the said Bishop Burnett not being followed up to execution.

And your memorialist will every pray.

Graham's Town, 27th October 1823.

(signed) C. Stone.

(A true copy.)

(signed)

D. F. Bennangé, Sec.

(Copy.)

— 30. —

EXTRACT from the Day-Book of the Landdrost of Albany, as Agent to the Sequestrator.

Wednesday, the 31st October 1821.

BISHOP BURNETT having appeared this day for the purpose of making an inventory to cover a sentence obtained against him in favour of R. Hart, declares he has no property, either moveable or immoveable, credits or otherwise, in this colony, which could cover the sentence; with a further statement, that every thing on the place which he occupies has been transferred to Messrs. Ebdon and Eaton, merchants, by bond, dated the 24th February 1821; produces accordingly the said bond, and also a general power of attorney passed on him to manage the goods for them.

B. Burnett declares further, he is ready to make oath to the truth of this statement when required. Whereupon the landdrost has resolved to take copies of both of the bonds, for the purpose of sending them with the sentence to the sequestrator, R. J. Van der Riet, to act upon as he may think proper.

(A true copy.)

(signed)

D. F. Bennangé, Sec.

(Copy.)

— 31. —

ON this day, 22d July 1822, I, the undersigned messenger of this Albany District, received orders from H. Rivers, esq. landdrost, to write a notice to the following effect:—

"The sale of the property of Bishop Burnett, as advertized, is postponed;" and to repair to Mr. Burnett to give him notice accordingly.

I wrote the above public notice and showed it to Mr. Burnett, whereupon Mr. Burnett replied, "I smell a rat."

(signed)

J. W. Halte, Messenger.

(A true copy.)

(signed)

D. F. Bennangé, Sec.

(Copy.)

— 32. —

H. Rivers, Esq. &c. &c. &c.

Sir,

Farm near Graham's Town, 25th July 1822.

THE messenger of the Court having shown me a paper appointing persons to assess the value of my improvements upon the piece of waste land hired of Robert Hart, I beg distinctly, before such proceeding is taken, to protest against it as illegal to you, the chief magistrate

magistrate of the district, and to disclaim any manner of participation in it, informing you at the same time that I shall resist, to the very last extremity, any aggression upon this property founded in a measure so arbitrary and unjust.

The rent due to Robert Hart I tendered to Mr. Le Sueur, the secretary, who declined receiving it, and who, as a notary, has given his opinion, after perusal of my lease, that it is quite optional with me either to pay it amicably, or not until the expiration of the full term. It is the universal opinion, that if this measure is persevered in no man's possessions in this colony can be secure.

I beg, Sir, to add, that did I recognize this proceeding, I should assuredly enter a protest against the selection of two Dutchmen to decide the point, more especially as they are acquainted with and interested in obliging the plaintiff; while, on the contrary, one of them must feel prejudice against me for having complained of partiality shown him in the grant of lands by the late acting governor. This person therefore cannot be an impartial assessor, according to the instructions of the sequestrator.

This proceeding is more manifest, partial and suspicious, when there are English gentlemen in the district of unquestionable probity and honour.

I have the honour to be, Sir, your most obedient servant,

(A true copy.) (signed) *B. Burnett.*  
(signed) *D. F. Bennangé, Sec.*

(Copy.)

— 33. —

R. J. V. D. Rict, Esq.

Sir,

Graham's Town, 6th November 1821.

I HAVE the honour to return you the sentence sent to me for execution against B. Burnett and in favour of R. Hart. From the accompanying document you will perceive that Mr. B. Burnett has declared (under presentation of a solemn oath) that he possesses no property to cover the amount.

I have, &c. for the landdrost,  
(signed) *J. T. Le Sueur.*  
(A true copy.) (signed) *D. F. Bennangé, Sec.*

— 34. —

(Copy Translation.)

THE undersigned having been required by the landdrost of this district to value the buildings and other improvements made by Bishop Burnett on the place of Robert Hart, and to report their proceedings to him, are of opinion that the whole taken together do not amount to more than 1,300 R.; and are further ready, should they be called upon, to declare upon solemn oath that they have acted in regard of this valuation to the best of their knowledge and belief, and without any regard to any person.

Graham's Town, 21st July 1822.  
(signed) *P. Reteif.*  
(A true copy.) (signed) *D. W. Van Rooyen.*  
(signed) *D. F. Bennangé, Sec.*

— 35. —

EXTRACT from the Cape Town Gazette of Saturday, April 13th, 1822.

ALL persons having claims against the estates of J. A. Rens and J. Cornelissen, given over as insolvent at Graaft Reinett, (the first on the 9th February, and the latter on the 16th March last); also against the estate of the late J. M. Riecker; likewise of the insolvent estates of Bishop and Burnett at Graham's Town, District Albany; are hereby requested to transmit them, with the necessary vouchers, within three months from this date to the sequestrator, (or to the respective landdrosts of the above districts,) on pain of being deprived of further right.

And those indebted to the said estates are desired to liquidate their debts within that period, on pain of prosecution.

And all persons possessing any goods, promissory notes, &c. belonging to the said estates, are warned to produce them within three months at this office.

Sequestrator's Office, 11th April 1822.

(signed) *R. J. V. D. Rict, Sequestrator.*  
(A true extract.) (signed) *D. F. Bennangé, Sec.*



—36.—

EXTRACT from the Cape Town Gazette of Saturday, April 27th, 1822.

BISHOP BURNETT'S creditors were called in, in last week's paper, under the names of Bishop and Burnett; but notice is hereby given that the advertisement only related to said Bishop Burnett.

Sequestrator's Office, 25th April 1822.

(signed) R. J. V. D. Rict, Sequestrator.  
(A true extract.) (signed) D. F. Bennangé, Sec.

(Copy.)

—37.—

I, the undersigned, have duly repaired to the residence of Bishop Burnett, and in his presence demanded if he was inclined to deliver the farm up to Mr. Hart, the lease of the said farm having expired on the 25th May last.

Whereupon I received for answer from B. Burnett, "I will not give it up; the bench of justice has decided that the farm is mine; and if Mr. Hart troubles me any more, I will apply to the landdrost for protection."

Graham's Town, June 10th 1823.

(signed) J. H. Haln, Messenger.  
(A true copy.) (signed) D. F. Bennangé, Sec.

(Copy.)

—38.—

Graham's Town, 10th June 1823.

MESSENGER of the Court, repair to Mr. B. Burnett, and intimate to him that the lease he holds of my farm, Thorn Valley, has expired on the 25th May last, and beg to know whether he is inclined to deliver it to me this day.

(signed) R. Hart.  
(A true copy.) (signed) D. F. Bennangé, Sec.

(Copy.)

—39.—

MR. STONE communicated to Mr. Burnett in my presence, that Mr. Hart observed in his shop he had remitted to Cape Town R. 1,000, to pursue Mr. Burnett to a gaol, and if that was insufficient, he would remit another but he would effect it. On which Mr. Stone asked, "what has Mr. Burnett done to offend you, and make you so much his enemy?" When Mr. Hart replied, "O! he has written me such insolent letters."

The above statement, if necessary, I am prepared to confirm on oath.

Wednesday, being October 29th.  
(A true copy.) (signed) Mary Burnett.  
(signed) D. F. Bennangé, Sec.

## N° 3.—continuation of N° 1.

(Translation.)

*Intendit* made and respectfully delivered to His Honor Sir J. A. Truter, chief justice, and the Members of the worshipful Court of Justice of the colony of the Cape of Good Hope and the Dependencies thereof, by Mr. Advocate Josua Andreas Joubert, practising before said Court, for and in the name of Reynold Gerhardus Klerk, in his capacity as agent of *Robert Hart versus Bishop Burnett*.

Worshipful Gentlemen,

THE advocate for the (99) plaintiff most respectfully says, that the principal plaintiff having a claim against the defendant amounting to nine hundred and five rix dollars, as appears by the annexed account, *sub* No. 1, used every endeavour to obtain payment by amicable means, in order to prevent unnecessary proceedings; but all of which proved fruitless, as will appear by an answer, *sub* No. 2, from the defendant and defaulter, dated the 10th of January last, to the Secretary Onkruydt, who, at the request of the plaintiff, had amicably warned him to the payment; so that the (99) plaintiff was at last compelled, on the positive orders of his constituent, to prosecute the defendant in this worshipful Court, and he was cited accordingly to appear before your worships on the 8th of March 1821; but the defendant having given a dilatory answer to the summons served on him did not think proper to appear; in consequence of which your worships granted the first default against him, with the profits thereof, as appears by an extract from the Civil Records hereunto annexed, *sub* No. 3. The plaintiff

plaintiff was in expectation that the defendant would have been induced by that first compulsory measure to come to a settlement, but it proving fruitless he gave orders to proceed, and the defendant was again summoned to appear before your worships on the 5th of April last, but equally in vain; so that the second default was granted against him, as will appear by an extract from the Civil Records, dated the 5th of April 1821, hereunto annexed, sub No. 4.

The plaintiff, seeing all his endeavours fruitless, gave orders for a third citation to be served on the defendant, to appear on the 14th of June last, but with which he again did not choose to comply, as will appear by an extract from the Civil Records of that date hereunto annexed, sub No. 5; in consequence of which, your worships were pleased to grant a fourth citation *ex superabundanti* to the plaintiff, in order to file his *intendit*, which is this:—

For which, and other reasons and arguments hereafter to be alleged, if necessary, the advocate for the (99) plaintiff above-mentioned concludes, that the defendant shall be declared by definitive sentence of your worships *contumacious*, and therefore deprived of the exceptions *declinatoire*, *dilatatoire* and *peremptoire*, and of all further means of defence in law which he might or could have availed himself of had he appeared; and thereupon, condemned to the payment of a sum of nine hundred and five six dollars, with the interest *a tempore more vel saltem litis contestata*, till that full and effectual payment be made, *cum expensis*, being the amount which the defendant is truly and legally indebted to the principal plaintiff, as appears by a specific account.

Filed in Court 26th July 1821. (signed) J. A. Joubert, Advocate.  
(A true translation.) Henry Murphy, Sw<sup>a</sup> Trans.

(Translation.)

ON this day, the 5th of March 1821, appeared before me, Jacobus Petrus de Wet, notary public, duly admitted by the government of this colony, and residing in this town, in presence of the under-mentioned witnesses,—

Reynold Gerhardus Klerk, in his capacity as general agent to Robert Hart, as appears by a power of attorney, dated the 12th of June 1820, executed before Mr. Secretary François Henry Staedel, and exhibited to me the notary; who declared specially to substitute, and in the best possible manner in law to empower, as he does by these presents accordingly, Josua Andreas Joubert, esq. admitted advocate before the worshipful Court of Justice of this government, as his attorney at law, to conduct and prosecute such cause before said worshipful Court in a case of debt, as his constituent is obliged to institute against Bishop Burnett; and in this case to perform all such acts and to proceed in such manner as he may deem most advisable for the interest of his the appearer's said constituent, to the final termination of the case; and, if necessary, in execution, appeal, reformation and revision, with promise of approbation, ratification and fulfilment, if required, under security, according to law.

Thus passed at the Cape of Good Hope, day and year as above, in presence of the clerks, Johan Coenraad Wahl and Peiter Christian Groenewald, as witnesses.

The minutes hereof are written and signed on a stamp of forty-eight stivers.

Quod attestor, (signed) J. P. de Wet, Not. Pub.  
(A true translation.) Henry Murphy, Sw<sup>a</sup> Trans.

(Copy.)

No. 1.

Somerset, 23d January 1821.

Mr. B. Burnett, D<sup>r</sup> to Mr. Robert Hart.

1820:		R.	sh.	st.
June 7.	To 31 oxen, at R. 30 each	-	-	-
-	To one ditto for slaughter	-	-	-
-	Fifty weathers at R. 3 each	-	-	-
-	Nine muids of barley from Commissary, at R. 10½ per muid	-	-	-
		R. 905	-	-

The original of this bill sent Mr. Burnett, 25th September 1820.

(signed) R. Hart.  
(A true copy.) (signed) D. F. Bennangé, Sec.

(Copy.)

No. 2.

Onkruydt, Esq.

Sir,

MY credit with both Mr. Hart and Mr. Devenish was to extend to twelve months. On that plea alone I shall defend both actions.

I am, Sir, your obedient servant,  
(signed) B. Burnett.

January 10th, 1821.

(A true copy.) (signed) D. F. Bennangé, Sec.

(Translation.)

No. 3.

EXTRACT from the Civil Records held at the Cape of Good Hope, on Thursday the 8th March 1821.

Mr. Advocate J. A. Joubert for Rynhold Gerhardus Klerk, in his capacity as general agent of *Robert Hart*, plaintiff, versus *Bishop Burnett*, defendant, summoned to hear claim and conclusion for the payment of a sum of nine hundred and five six dollars, with the interest thereon *a tempore more vel saltem litis contestata*, to the full and effectual payment, *cum expensis*, being the amount which the defendant is indebted to the plaintiff by a specific account. To answer on the claim, and further to proceed according to law.

Mr. Advocate Joubert, in consequence of the non-appearance of the defendant, requests the first default; and for the profit thereof, deprivation of the exception *declinatoire*, and a second citation at the usual term.

Translation of the summons being delivered to the defendant on serving the same.

The Court grants as requested.

(A true extract.) (signed) *R. P. J. V. D. Rict*, Second Clerk.  
(A true translation.) (signed) *Hew Murphy*, Sw<sup>a</sup> Trans.

(Translation.)

No. 4.

EXTRACT from the Civil Records held at the Cape of Good Hope on Thursday the 5th April 1821.

Mr. Advocates J. A. Joubert for Rynhold Gerhardus Klerk, in his capacity as general agent to *Robert Hart*, plaintiff, versus *Bishop Burnett*, defendant, summoned in order previously to purge the first default granted against him on the 8th March last, and thereupon *de novo* to hear claim and conclusion for the payment of a sum of nine hundred and five six dollars, with the interest thereon *a tempore more vel saltem litis contestata*, to the full and effectual payment, *cum expensis*.

Mr. Advocate Joubert, in consequence of the non-appearance of the defendant, requests the second default; and for the benefit thereof deprivation of the exception *dilatatoire*, and a third citation at the usual term.

The Court grants as requested.

(A true extract.) (signed) *E. Bergh*, Act<sup>s</sup> 3d Clerk.  
(A true translation.) *Hew Murphy*, Sw<sup>a</sup> Trans.

(Translation.)

No. 5.

EXTRACT from the Civil Records held at the Cape of Good Hope on Thursday the 14th June 1821.

Mr. Advocate J. A. Joubert for Rynhold Gerhardus Klerk, in his capacity as general agent to *Robert Hart*, plaintiff, versus *Bishop Burnett*, defendant, summoned in order previously to purge the first and second defaults granted against him on the 8th March and 5th April last, and thereupon *de novo* to hear claim and conclusion for the payment of a sum of nine hundred and five six dollars, with the interest thereon *a tempore more vel saltem litis contestata*, to the full and effectual payment, *cum expensis*, being the amount which the defendant is truly and legally indebted to the principal plaintiff, as appears by a specific account. To answer on the claim, and further to proceed according to law.

Mr. Advocate Joubert, in consequence of the non-appearance of the defendant, requests the third default, and for the profit thereof deprivation of the exception *peremptoire*; likewise admission to file his *intendit*, and also a fourth citation, *ex superabundanti*, in order to see the *intendit* verified.

Translation of the summons being delivered to the defendant on serving the same.

The Court grants as requested.

(A true extract.) (signed) *E. Bergh*, 3d Clerk.  
(A true translation.) *Hew Murphy*, Sw<sup>a</sup> Trans.

(Translation.)

Friday the 26th July 1821.

All the Members present.

Mr. Advocate J. A. Joubert for Rynhold Gerhardus Klerk, (99) *Robert Hart*, plaintiff, versus *Bishop Burnett*, defendant, summoned in order to see *intendit* exhibited.

Mr. Advocate Joubert exhibits his *intendit* with the verification thereof, and, in consequence of the non-appearance of the defendant, requests the fourth or last default, and for the profit thereof adjudication of the claim *ut in scriptis*.

The Court, in consequence of the non-appearance of the defendant, grants the fourth and last defaults; and for the profits thereof, deprives him of all exceptions, defences and means of law which he might or could have proposed, in case he had appeared; and having read and examined the *intendit*, with the verification appertaining thereto, administering justice in the name and on behalf of His Britannic Majesty, condemns the defendant promptly to pay to the plaintiff, on due act of acquittal and discharge, a sum of nine hundred and five six dollars, with the interest thereon at one-half per cent per month, *a tempore more*, to the full and effectual payment, provided, however, the plaintiff, if required hereto, confirms the legality of his claim on solemn oath; but in default of making this oath, rejects the claim and conclusion made by the plaintiff against the defendant, with condemnation at all events of the defendant and defaulter in the costs of suit, after being duly taxed and moderated.

Done at the Cape of Good Hope day and year as above.

In my presence,	(signed)	<i>D. F. Bennangé</i> , Sec.
(A true copy.)	(signed)	<i>J. T. Turgens</i> , Head Clerk.
(A true translation.)		<i>Hens Murphy</i> , Sw <sup>a</sup> Trans.

N<sup>o</sup> 4.

## MISCELLANEOUS.

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**Mr. Bishop Burnett's Letters to the Sequestrator.**

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(Copy.)

Sir,

Graham's Town, 12th June 1822.

UNDERSTANDING that you have a great discretionary power in the discharge of your arduous duties, and that the final proceedings of your Court are qualified by the nature of the claims to be enforced, I beg to submit to your consideration a few particulars in my own case, that may perhaps moderate, in some measure, the last severe infliction of the law.

The claim of Messrs. Ebdon and Eaton for six thousand rix dollars I put quite out of the question, because, if the rest could be satisfactorily adjusted, I feel persuaded those gentlemen have no desire to exact theirs, at the ruinous sacrifice in contemplation; they would at all events await the issue of a negotiation with London, still retaining their security in the interim. The remaining claims against me in your office are consequently something under five thousand rix dollars, for which, should a sale be held, property now actually realizing above two thousand dollars annually will be sacrificed. I am told that in cases so grievous the administration of this colony possess the equitable privilege of temporizing the rigid inflictions of the law, and prescribing bounds to the remorseless vengeance of an angry creditor. Should such be the case, without citing many powerful pleas to their consideration, it may be sufficient to state that Mr. Hart has publicly boasted of having sent one thousand dollars to his lawyer in Cape Town for the purpose of prosecuting me, and of his determination to remit another should the first prove insufficient, for the avowed purpose, to use his own expression, "of following me up to a gaol." The very fact of my having sunk between two and three thousand pounds upon his farm must, of itself, be sufficient proof that every proceeding on his part has its origin in motives equally artful and degrading.

If therefore in the present situation of my affairs any proposition is admissible, I beg to offer for your election,—my bills upon London for the amount of those claims in sterling money, you still retaining the same rights you at present possess until the bills are honoured, or a liquidation of these claims by instalments of two hundred rix dollars per month. If a modification of this kind is at all customary; of this there is no doubt, that no individual in whose favour it may have been exercised could urge a more equitable title to it than myself.

I must now be permitted to say a few words with respect to the actual justice of the measures in progress against me, without in the slightest degree inculpating the motives or conduct of any functionary whatever. First, whatever views the colonial secretary may take of my position in the colony, my grant of land is no more convertible until the expiration of the third year, than that of any other settler, a fact I pledge my word no dispute will rest upon within one month of my arrival in England. On the faith of Mr. Goulburn's assurance that I should receive every degree of assistance extended to the settlers, I embarked in this disastrous enterprize; I put it therefore to the consistency and common sense of any man, whether the government at home is likely to tolerate such a capricious deviation from their avowed pleasure, or I patiently submit to such a violation of pledges, whose consequences are sequestration and ruin, while their fulfilment would have produced comparative prosperity and success.

Secondly, the claim I have advanced against the colonial government for grass supplied the cavalry is an indisputable one, however pertinaciously it may be evaded; contrary to Colonel Bird's positive assertion, it has not been decided on by a court of law, as a reference to the minutes of that court will prove: the decision in this case was merely, that Captain Stuart, who succeeded Captain Somerset in the command of the regiment, was not answerable for the acts of his predecessor, and that my action must be against Captain Somerset. This gentleman not only recognized my claim, but gave me his word that he would not quit Graham's Town without leaving the necessary voucher with the commissary; nay, further, on his omitting to do this, and my despatching a letter to him on his journey, he expressed much regret at his forgetfulness, and promised on his honour to send me the certificate by the first person returning to Graham's Town. I beg distinctly to impress upon you, Sir, that this case, when strictly inquired into, will be found one of such clear and imperative right, that it will be impossible to resist it, so manifold and unquestionable are my proofs. The prompt payment of this sum would have prevented all the litigation I am involved in. What then can remunerate me for the consequences of its being withheld?

The

The proceedings on the part of Mr. Hart have been unknown to me throughout all their stages. A Dutch messenger has called occasionally, and read some unintelligible jargon, not one word of which could I understand, and no opportunity was afforded me of staying the execution of his sentence by appealing, a course I should certainly have pursued. This man has now commenced proceedings to annul my lease for non-payment of his rent, although I have received no legal application for it, and the very words of our contract leaves entirely to my option the choice of period when to pay it. Oppressed as I have invariably been, I cannot permit myself to think the colonial laws will sanction such an extent of persecution, and warrant Mr. Hart in the perpetration of an act that would enrich him with the fruits of all my industry in the colony.

Under all these considerations, I have to beg you will be pleased to lay my application before the Court of Justice, and that such amelioration may be extended to me as the merits of my case will justify. I wish it to be also considered, that no bill of mine having returned protested to this colony sanctions the inference that these I offer will be honoured also.

I have only to add, that, in my capacity of agent to Messrs. Ebdem and Eaton, I have let the farm for two years certain, at fourteen hundred rix dollars rent, the reserved rent being six hundred, there is consequently eight hundred dollars per year at your disposal. Mr. Hart's rent is ready for him whenever he chooses to make application for it.

I have the honour to remain, Sir, your very obedient servant,

(signed) *B. Burnett.*

(Examined) *W. J. M.*

(Copy.)

*R. W. V. D. Rict, Esq. &c. &c. &c.*

Sir,

Graham's Town, 28th June 1823.

I AM much gratified by the receipt of your letter, the first you have done me the honour to send me in recognition of that predicament which has compelled me to write you several.

As I am informed you speak and write the language which should be officially current in this colony, you will be pleased to excuse my request that any communication you deem it expedient to make me, henceforth, may not be conveyed in a language utterly unintelligible to me, and which by imperfect translation might perhaps undergo a distortion of fact, fatal in some shape or other to my interests.

Through earlier sources of attention than Mr. Bennangé's, I have been some time apprised of the worshipful Court's reference of my cause for the ensuing judiciary sitting in Graham's Town, and I highly appreciate the equity of its decision.

I have to return you adequate thanks for the advice that I should apply to the Court "*in forma pauperis*," on the assumption of having no property in the colony; but permit me to say, that as you are a little mistaken in this respect, from whatever channel you may have derived your information, I have no reason to avail myself of the friendly suggestion you offer. If you have it from Mr. Rivers, your agent here, he must have egregiously mistaken me in any communication I have held with him on the subject of my affairs, or you must have misconstrued his intelligence thereon.

With respect to Mr. Hart's *unfriendly* efforts with the government, I must, I confess, admit myself pleased that you perceive in his conduct something beyond an ordinary desire for mere justice.

If the proceedings against me in your department, and the publication of my name in the gazette as insolvent, have originated in a supposed admission by me that I had not assets to meet a sentence obtained against me by this Hart for nine hundred rix dollars, you are indeed deceived; no such admission has escaped my lips; and as this publication ensued before any other sentence was exhibited, I fear the loss of my credit here, as well as a vital stab to it in the estimation of my family and friends in Europe—the total loss of the capital I have sunk—the persecution—the results and the privations I have so long endured, and the entire demolition of my prospects in this colony, will at length be found to proceed from a mere official mistake.

I cannot trust my feelings to make any commentary upon this supposition.

I am, Sir, your obedient humble servant,

(signed) *B. Burnett.*

(Examined) *W. J. M.*

(Copy.)

*Mr. Van der Rict, Sequestrator.*

Sir,

Graham's Town, 6th January 1824.

THE necessity I am under of again applying to you arises from the circumstance of your having had no agent or representative in this district for many months past, otherwise I should assuredly not address a superior functionary of the government, who from his inattention, even to the forms of business, would seem to think that the publication of insolencies and the receipt of sequestration quite an equivalent in full for the salary of his appointment.

You will be pleased to recollect that more than twenty months have elapsed since you illegally declared me insolvent, during which period of arbitrary experiment upon my liberty you have neither (in obedience to your instructions) apportioned an allowance for the support of my family or communicated any advice for my guidance, although well acquainted with the heavy responsibility I should encounter in procuring, by sale, purchase or barter, the common necessaries of life during so long an interval.

The object then, Sir, of this communication is to acquaint you, that the proceedings of the late Commission of Circuit having betrayed to me the hazard of supplying the daily wants of life without your express sanction, and that in having done so for the last twenty months I incur the risk of degradation by the laws, I am under the necessity of applying to you to extend to me what is customary in such cases.

If I was not withheld by the most profound indignation, I should at least be restrained by caution in suffering my feelings to urge any incentive to your immediate reflection upon the predicament you have been induced to place me in, and to your own responsibility in consequence; for I am sure if it is libellous to arraign the conduct of the Commissioners who have judged between us, it must be infinitely more culpable to reproach you with the misery and the ruin you have been instructed to bring upon me.

If, by the return of the post, you neither relieve me from your publication of insolvency by as public an avowal of your error, you place adequate funds at my disposal for the proper maintenance of my family and journey to Cape Town, or you proceed to the immediate sale of my property which you have so *infamously* injured and trammelled, I shall instantly dispose of it myself, carefully apprising the Secretary of State for the Colonies with the measures I am thus compelled to adopt.

I am, Sir, your obedient servant,

(signed) *B. Burnett.*

(Examined) *W. J. M.*

(Copy.)

*D. Cloete, Esq. &c. &c. &c.*

Sir,

Graham's Town, 17th February 1824.

AFTER so much experience of the pertinacity with which Mr. Van der Riet pursues his measures, however notoriously illegal, it would be a waste of my time and an irritating infringement upon his to make any further remonstrances against his proceedings. They will therefore, for any opposition on my part, assume what character they please. From this moment I have nothing to manifest against the most arbitrary measures of a government, determined to be despotic, but the most unqualified passive obedience, unless resistance may be implied by my resolutely declining to sanction its injustice by any act of my own.

It may be necessary to apprise you that I have a claim upon the commissariat for 1,280 rix dollars, with more than two years interest due upon that sum.

I must also acquaint you that it will be impossible for me to obey the summons of the fiscal to be in Cape Town by the 8th of the ensuing month, the sequestrator not having made a pecuniary provision for my journey.

I have the honour to be, Sir, your most obedient servant,

(signed) *B. Burnett.*

(Examined) *W. J. M.*

N° 5.

REPORT made by Sir John Truter, the President of the Court of Justice, to His Excellency Lord Charles Somerset, on the Allegations of Bishop Burnett's Petition, presented to the House of Commons by Mr. Brougham.

(Copy.)

His Excellency the Right honourable Lord Charles Henry Somerset, Governor and Commander-in-Chief, &c. &c. &c. Cape Town.

My Lord,

Camp Ground, October 12th, 1825.

HAVING attentively perused the petition which Mr. Bishop Burnett, who came out as a settler to this colony, has addressed to the House of Commons, and which was transmitted to me in order to examine and report upon its contents, as far as relates to the administration of justice, and having carefully compared the several heads of complaint contained in the said petition with the records and other documents relating thereto, and deposited in the offices of the secretary to the Court and the sequestrator, I have not been able to trace a single circumstance in support of the petitioner's complaints against the judicial authorities in

in the colony; and this will, in my humble opinion, not be subject to any doubt when the documents and reports of the authorities concerned shall have been laid before your Excellency. As, however, the regular collection and arrangement of these documents and reports will require some time, and as your Excellency might wish to know beforehand what you have to expect from a full inquiry, I beg leave to lay before your Excellency the summary result of what I have been able to learn from the preliminary perusal and examination of the above-mentioned records and other documents.

I have numbered the several paragraphs of Mr. Bishop Burnett's petition, and stated my remarks on the 4th, 5th, 6th, 7th, 8th, 9th, 10th, 11th, 12th & 13th.

#### Ad § 4.

Mr. Bishop Burnett, shortly after his arrival in the colony, hired, on the 26th May 1820, of Mr. Hart a farm, situate in the vicinity of Graham's Town, at the rate of 600 rix dollars per annum, and bought in June following, from the same Mr. Hart, some oxen, sheep and barley, amounting together to a sum of 905 rix dollars. For the payment of this money Mr. Hart seems to have pressed Mr. Burnett in the beginning of 1821, it appearing from a note of Mr. Burnett, dated January 10th, 1821, that he objected to the payment of that sum, on a plea that the goods had been sold on a credit of 12 months. In February 1821, a summons was served on Mr. Burnett to appear on the 8th March following before the Court of Justice for the payment of the above sum of 905 rix dollars. Mr. Burnett, on the 24th February 1821, executed a bond of assignment, making over to one of his creditors, Messrs. Ebden and Eaton, the whole of his possessions and property, consisting of stock, implements of agriculture, household furniture, plate, and whatever other property he might be possessed of. On the 8th March, Mr. Burnett did not appear before the Court of Justice, nor did he on three ensuing summonses; the last of which was, *ex superabundanti*, to appear on the 26th July 1821, when Mr. Hart obtained judgment by default for his oxen, sheep, and barley.

This sentence having been forwarded to the landdrost of Albany for execution, Mr. Burnett was called upon to point out what property he had to cover the sentence, when, on the 31st October 1821, he declared that he had no property, moveable or immoveable, *credits* or otherwise, in this colony, which could cover the sentence, every thing he occupied having been transferred to Messrs. Ebden and Eaton; which declaration, together with the sentence, having been returned to the sequestrator, this officer desired that Mr. B. Burnett should swear to the truth of his said declaration, which consequently he did before the landdrost of Albany, first, in January 1822, for the sentence of Mr. Hart, and in March following for a sentence on behalf of Mr. Devenish; and hereupon the sequestrator seems to have been led to publish, in April 1822, that Mr. Burnett was insolvent.

From this statement it appears,—

*a.* That Mr. Hart's claim had no connection whatever with Mr. Burnett's expenditure on the premises.

*b.* That Mr. Burnett's assignment of all his property to Messrs. Ebden and Eaton was made when he had other just debts to discharge.

*c.* That judgment passed by default without any other form than the serving of summonses, which no civilized man can plead ignorance of.

*d.* That Mr. Burnett never tendered to the landdrost a claim upon the commissariat, but, on the contrary, declared that he had no credits; and,

*e.* That the publication of Mr. Burnett's insolvency took place, *not immediately*, but nearly six months after the sentence in favour of Mr. Hart had been presented to him for payment, and after he (Mr. Burnett) had repeatedly declared on oath that he was unable to pay.

#### Ad § 5.

*Arbitrarily suspended.*—The suspension of the sale took place upon a written proposal of Mr. Bishop Burnett to settle with his creditors, dated 12th June 1822, with the consent and concurrence of Mr. Eaton, the principal creditor for the firm of Ebden and Eaton, and therefore cannot be termed arbitrary by Mr. B. Burnett.

The persons entitled to throw any blame upon the sequestrator were Mr. Hart and other creditors of Mr. Burnett; in which regard, however, it may not be considered amiss to observe, that Mr. Burnett's property in the colony not being sufficient by far to face his debts, it was the interest of his creditors to listen to any proposal promising additional security.

*The proceedings were left in complete abeyance for two years.*—From the documents to be forwarded to your Excellency, it will appear that Mr. Burnett is to be considered as the chief cause of the delays which took place, and that he protracted the final settlement in spite of repeated remonstrances of his creditors.

*Judicial declaration of a Commission of Circuit that the proceedings were in error, &c.*—  
Such declaration does not appear on record; and should the same have fallen from the Court



of Circuit in 1822, nothing but misrepresentation can have led to it, because the sequestrator, in suspending the sale, had been acting on the ground of Mr. Burnett's own request, and with the concurrence of his principal creditors, Messrs. Ebdon and Eaton; whilst with regard to his solvency or insolvency, the documents will prove that there can hardly be any doubt but that Mr. Burnett never possessed so much property in the colony as to be able to pay his debts at any time.

Ad § 6.

*To compel something like decision on the part of the colonial government.*—The colonial government had nothing to do with the judicial conduct of Mr. Burnett's proceedings. Every action Mr. Burnett wished to institute, as well in 1823 as before, was received by the district clerk, and was admitted by the Court of Circuit, after having, with his own consent, been classed under proper heads.

Unfortunately Mr. Burnett's actions, for the greater part, proved unfounded, and were followed by unfavourable judgments, against which he lodged an appeal, without, however, having prosecuted the same, although he might have done so without any expense.

A Report of the judges who composed the Court of Circuit in 1823, will throw the necessary light on the detail of the proceedings between Mr. Burnett and Mr. Hart and the sequestrator.

Ad § 7.

The inference that the decisions of the Court of Circuit had been dictated by the colonial government has not only no foundation whatsoever, but must be considered as a malicious contrivance, in order to give some colour to his unwarrantable assertion of a departure from justice against two judges, who it would be utterly impossible otherwise to place in any aspect of partiality towards Mr. Burnett, a person entirely unknown to them, and in behalf of Mr. Hart, a man with whom, as I am credibly informed, neither of the judges had any intercourse.

*Your petitioner was universally considered an aggrieved and persecuted man.*—Mr. Burnett assumes here a character which I never heard he bore in the colony. Both under your Excellency's administration, and that of Sir R. S. Donkin, Mr. Burnett's letters to the colonial government represent him rather as a turbulent man. It would be difficult for Mr. Burnett to prove that the road of justice has not been constantly as open to him as to any one else, and his not following it justifies a presumption against the goodness of his cause, since not only he might have proceeded here without any expense, but also had a right, in case of failure, to bring his case before His Majesty in Council.

Ad § 8 & 9.

The regular mode of proceeding in this case, for the petitioner, would have been to prosecute his appeal before the competent court. What reason could the petitioner have to charge the whole Court of Circuit with intolerable oppression? Are not oppression, corruption, partiality, injustice, crimes of a most heinous nature in a judge, and ought they not to be proved, in order to justify in any government a departure from the common rules of the administration of justice? Do not the recorded proceedings of the Court of Circuit, upon which alone Mr. Burnett has founded his proof, evince the contrary? Under these circumstances your Excellency was in duty bound to protect the Court of Circuit against the most wanton and malicious attack that was ever made in this colony against the proceedings of any court of justice. The construction of Mr. Burnett's application to your Excellency into a libel, and the punishment of banishment by two judges of the Court, will hereafter be proved perfectly agreeable to the colonial law; of which Mr. Burnett cannot have any reason to complain, since, by his not appealing to the Court of Appeals, he has shown his acquiescence in the dictates of that law, which he has so ignorantly lacerated in his petition.

To this I beg leave to observe, that the Governor's referring any case to His Majesty's fiscal for prosecution, does not bind the fiscal to prosecute if he has no law before him in support of his so doing, much less is the Court before which the fiscal carries on a criminal prosecution bound by any reference to pass a condemnatory sentence, when it has no law to go by. Of this the petitioner himself has adduced a clear proof in contrasting § 9, his case, and that of Mr. L. Cooke.

Ad § 10.

The malice of the petitioner in what he states in this section exceeds all bounds, as will appear when His Majesty's fiscal shall have sent in his report upon the particulars. Suffice it now to state, for the sake of general information, that all searches in the dwellings of burghers and inhabitants are regularly made with the *fiat* of the Governor, and the assistance of a commission from the Court of Justice; but that they initiate with the fiscal, who addresses a letter to the Governor, stating the necessity of a search, and requesting his Excellency's *fiat*, which in the ordinary course of things is granted upon the strength of the fiscal's suspicions, when the letter thus *fiated* by the Governor is presented by the fiscal to the chief justice or president of the Court, who appoints a Commission, in whose presence the search is to be performed.

As to the illegal retention of papers, whereby the petitioner states that his prosecution has been vexatiously protracted, it has appeared to me that the delay in furnishing the papers

papers required by the petitioner cannot be construed to have been wilful, but ought to be attributed to the necessary lapse of time for copying and translating the whole, of the papers, which the petitioner pretended to stand in need of for his defence, although it does not appear that he made use of them on his trial.

The greatest delay in the proceeding appears from the minutes to have been occasioned by the tardy appearance of a witness, Mr. Staedel living at Uitenhage, whose evidence Mr. Burnett declared to be indispensable.

## Ad § 11.

A sentence of banishment from the colony regularly contains a clause of imprisonment until an opportunity offers for the culprit's removal out of the colony. This clause was, as a matter of course, inserted in the sentence of Mr. Burnett, passed by two judges; and from that part of the sentence he appealed to the full Court, who confirmed the whole of the sentence. Mr. Burnett's appeal to the full Court suspended the effect of the first sentence, and he remained consequently at large; but having acquiesced in the sentence of the full Court, without any further appeal, it became the duty of His Majesty's fiscal to enforce the same, the knowledge of which obligation made Mr. Burnett keep out of the way until he found an opportunity to quit the colony without having been imprisoned in the mean time, which I suppose rather to be owing to an unwillingness on the part of the fiscal to use the utmost rigour of the law in a case where there was every reason to expect that Mr. Burnett would avail himself of the first opportunity to comply with the principal sentence, than to any other motive. I at least attributed the non-imprisonment of Mr. Burnett to that motive, and I truly believe that I mentioned the circumstance to your Excellency, and that your Excellency made no unfavourable remark on it.

As to the seizing of Mr. Burnett's papers by His Majesty's fiscal, I beg to refer to what I stated ad § 10th; whilst, as to the particulars, it is to be expected that the fiscal's report will place this measure in its proper light, and show that your Excellency's caprice had no share whatever in it.

What the petitioner states of nine causes in appeal before the Court of Justice is entirely erroneous, no appeal lying from the decisions of the Court of Circuit to the full Court, but only to the High Court of Appeals.

## Ad § 12.

Here it may not be amiss to observe that Mr. Burnett, throughout his petition, has not only not developed the whole of the circumstances which attended his so called persecution, but that he even omitted all dates; which circumstance is the more remarkable, because by referring to the date of every circumstance, and linking by that means the whole regularly together, Mr. Burnett's case becomes quite the reverse of what has been asserted in his petition; and as the documents containing this information have not been prepared for the occasion, they may be considered as the best and strongest evidence that can possibly be adduced.

## Ad § 13.

Mr. Burnett could never have selected a more appropriate example to illustrate the character of the judicial procedure at the Cape, than the case of Mr. L. Cooke and his own. The contrast in these cases proves, that a condemnation is not the inseparable consequence of a reference of the Governor of any case to His Majesty's fiscal for prosecution. Mr. Burnett assumes, as a cause of a different decision in his case from what it had been in the case of Mr. L. Cooke, that Mr. Cooke stood neuter with the colonial government, and that he himself was unfortunately in a different predicament. But not a shadow of probability is to be found for such an assumption, and therefore it is but justice to recur to the nature of the two cases, in which the obvious reason is to be found for a difference of decision, namely, that the petition of Mr. Lancelot Cooke admitted a construction of grievance and complaint, without an apparent intention to calumniate; and, in addition, contained facts which might be made a subject of previous inquiry: whilst Mr. Burnett's memorial to your Excellency contained nothing but the most criminating invectives, without even stating facts which could warrant in any degree a conclusion to them, or in fairness be said to admit a favourable construction. The memorial moreover having been addressed to the same authority from which Mr. B. Burnett might have obtained redress through a regular law proceeding, without expense, and with a right in case of failure to bring his case before His Majesty in Council, excluded every idea of his having had no intention to calumniate.

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

My Lord,

Your Excellency's most obedient and most humble servant,

(signed) *J. A. Truter.*

(A true copy.)

*John Gregory, Sec.*

N<sup>o</sup> 6.

REPORT made by Daniel Denyssen, Esq. His Majesty's Fiscal, to His Excellency Lord Charles Somerset, on the Allegations of Bishop Burnett's Petition, presented to the House of Commons by Mr. Brougham.

(Copy.)

Sir Richard Plasket, Secretary to Government, &c. &c. &c..

Sir,

Fiscal's Office, 14th October 1825.

HAVING attentively perused the extract of the petition addressed by Mr. Bishop Burnett to the House of Commons, and published in the English newspapers, to which his Excellency the Governor has directed you to require my report, and having divided said extract into paragraphs, as per the annexed copy thereof, I have the honour to enclose herewith my report to each paragraph. I also would have annexed copies of the documents to which my enclosed report refers, but as I am informed that it is his Excellency's intention to forward the same immediately to His Majesty's Minister of State for Colonial Affairs, I thought it unavoidable not to incur the delay which may thereby be occasioned; and I will, therefore, take the next following opportunity to forward these documents to you.

I have the honour to be, Sir, your obedient humble servant,

(signed) D. Denyssen, Fiscal.

(Examined) W. J. M.

(Copy.)

REPORT of the Fiscal to the annexed Extract from Mr. B. Burnett's Petition to the House of Commons.

## § 1.

THE letter received from the Colonial Secretary's Office, about the end of the year 1823, on the subject of Mr. B. Burnett's memorial to his Excellency the Governor, was acted upon by me under the impression that the calumnious assertions against the Commission of Circuit, which had its session at Albany in the year 1823, contained in Mr. B. Burnett's said memorial, made him subject to my criminal prosecution. The procurator-general has been instructed not to institute any criminal proceedings, merely in obedience to the orders given him by any of the political authorities in the colony, but to act upon his own persuasion and legal knowledge; and, therefore, I would always have thought it my duty to decline acting upon any such directions from government as had been considered by me incompatible with the laws of this colony.

## § 2.

I do not think it requisite to show the incorrectness of Mr. B. Burnett's assumption that no Dutch decree, nor any summary enactment of a Cape proclamation, should be applicable to his case; nor do I pretend to deny, that in the prosecution of Mr. B. Burnett's case I have referred to the Roman law, knowing that the Roman law is subsidiary to the laws of the late United Netherland Provinces, and to the statutory laws of East India, still in force in this colony, but I cannot help feeling some surprise at Mr. Burnett's very extraordinary quotations from the Roman laws. The laws of the Ten Tables quoted by him are unknown to me, and if he has alluded to the laws of the Twelve Tables, passed by the Roman Decemviri more than four centuries before the Christian æra, it may not be improper to observe that the Roman laws referred to by me, and which I only could refer to as subsidiary to the laws of this colony, are the collection of laws compiled by order of the Roman Emperor Justinian, and sanctioned about one thousand years after the promulgation of the Twelve Tables. In this collection Mr. B. Burnett will find, on proper inquiry, that calumny is a crime punishable with banishment for a time, or other discretionary pains, according to the greater or less atrocity of the case (*see Pandects, lib. 47, tit. 10. lex 45*); and that this crime is punishable, should even the same have been committed in or under the cover of a memorial or petition to the sovereign (*see Pandects, tit. Cod. l. 15, § 29.*)

## § 3.

The protraction of his case, complained of in this paragraph, is partly owing to the conduct of Mr. B. Burnett, which will be proved by his own correspondence, and partly by unavoidable circumstances; and as to the retention of papers necessary to his defence, not being in any way concerned therein, I trust the secretary of the Court of Justice will be able satisfactorily to explain the circumstances relating to such retention; and I am not prepared to form a just opinion of the value of those papers, as a means for his defence, the same not having been produced by him in the proceedings. But the principal complaint contained in this paragraph, to which Mr. B. Burnett has directed the attention of the House of Commons, is what he calls the invasion of his house by H. M. fiscal and attendants, under the sanction of his Excellency's warrant, and the seizure of his papers for the avowed purpose

purpose of implicating him in the publication of a foul charge against his Excellency. Mr. Burnett, in making this complaint, alluded to the authority which has been granted me by his Excellency's warrants of the 7th June 1824, to search his dwelling, on the very strong suspicion which then existed, and never was removed from my mind by any act of justification on his part, that he was concerned in the making and publishing of that infamous placard, which, even in his petition to the House of Commons, he could not help mentioning, with the sarcastic style of a person who delights in such productions of the most depraved minds.

The authority which I thus obtained did not originate in any wish expressed to me by his Excellency the Governor, but application was made by me to his Excellency to obtain the same; and my application was founded, 1st, on the sworn evidence of three persons, proving that the placard had actually existed and had been published by posting it on one of the most frequented public places of the town.

2d. On my discovery of a similar placard, though not so virulent, against the medicina doctor Barry and other individuals, being of the very well-known hand-writing of Mr. Bishop Burnett; copies of that other placard, not dissimilar in form and writing to the placard in question, whereof a description was made in the Court by one of the witnesses who saw the same stuck up on the bridge opposite his dwelling, had been found at more than one public place in Cape Town, two or three days before the publication of the placard in question. The copy which I now allude to was found in a port-folio, among other papers, in the possession of William Edwards, who then was confined in the town prison; and it is very remarkable, that the same was written on the back of a sheet of paper, on which I also found the copy of one of Mr. Edwards's publications, for which he has been tried and sentenced by the Court of Justice to transportation.

3d. On the sworn evidence of Daniel Lee, who accused Mr. B. Burnett, not only of accomplicity in the making and publishing of the libel in question, but also of having suggested to his friends Messrs. Edwards and Greig the idea of sending a copy of it to Lady Charles Somerset in a letter. Having obtained his Excellency the Governor's warrant to effect a search in Mr. B. Burnett's dwelling, with the avowed object to lay my hands on the draft, or on a copy of the placard in question, I did not fail to pass through the usual formality of obtaining the Court's authority for the assistance of commissioned members of the Court. I then went to the house of Mr. Lucas, where Mr. B. Burnett had taken lodgings, attended with one or two commissioners of the Court; and in effecting the intended search, I believe that I have acted with a proper degree of moderation and forbearance, although I very well recollect the conduct of Mr. B. Burnett was bordering on violence. I did not seize, but I examined his papers, and not finding any draft or copy of the placard in question, I allowed Mr. B. Burnett to remain in the possession thereof.

#### § 4.

The reason which obliged me to leave Mr. B. Burnett at large, during his appeal from the sentence of two Commissioners of the Court to the full Court, was the appeal itself by which the sentence of Commissioners was suspended in its operation.

#### § 5. 6. & 7.

The first of these paragraphs relates to three libellous writings, composed in verse, and stated to have been composed by Mr. Bishop Burnett, whereof copies were produced to me on the 18th November 1824 by Mr. D. P. Taylor, then acting as a notary public in this colony. One of these libellous writings was strikingly intended to vilify the character and public conduct of his Excellency the Governor, and to spread distrust against his administration, and dissatisfaction among the inhabitants. The other to brand the memory of the late deceased president of the Court of Justice, Mr. W. S. Van Rynveld; and the third one to ridicule Mr. H. Rivers, then landdrost of Albany, (*now of Zwillingdam.*) According to Mr. Taylor's statement, they were all copied by his wife from the originals, which were lent to him for that purpose by Mr. Bishop Burnett, who had acknowledged to him to be the author of the same; and it was in consequence of his said information that I obtained his Excellency the Governor's warrant to search the dwelling of Mr. B. Burnett. I did not fail again to pass through the usual formalities, and went on Friday the 29th November 1824, accompanied with a commissioned member of the Court of Justice, to the house of Mr. Poultney, where I again examined the papers of Mr. B. Burnett, who lived in that house.

In making my search I succeeded to find a copy of the libel against Mr. Rivers, which, though acknowledged to be of Mr. Burnett's composition, was denied by him to be a libel. No copies of the other libels were found by me.

The case of Mr. B. Burnett for libel against the late Commission of Circuit having been decided in appeal about the same time, I might have commenced a new prosecution against Mr. B. Burnett for libel; but knowing by experience that the prosecution for libel not unfrequently defeats its own object, by giving importance and publicity to what *had better* be disregarded and left to oblivion, I did not think it advisable to commence such prosecution, and I therefore gave orders for the arrestation of Mr. B. Burnett, according to his condemnation. This, however, he evaded by seeking concealment, which has been acknowledged by himself in his petition to the House of Commons; and as the object of his arrestation could be no other but thereby to enforce his compliance with the sentence of

banishment, I avoided making application to his Excellency for searching the dwellings of such persons as could be suspected to assist him in his said concealment; and at last, having discovered, through the information of Mrs. Burnett, that he had taken passage in one of the ships anchored in Table Bay, and having procured certain proof that he had actually embarked, I did not think it requisite to take any further measure for enforcing his condemnation. If this is to be called the instrumentality of the fiscal, it certainly can bear no other reasonable construction, than that I have been instrumental in seeing that the condemnation of the Court of Justice was duly complied with, and at this, or any other period in the course of my prosecutions, I never did allow myself to be guided by the caprice of a governor, although I felt myself in duty bound to assist in the protection of the public character of his Excellency against the wanton and malicious assaults of such persons as Mr. B. Burnett has unfortunately proved to be one, and not to suffer them to prepare the minds of the inhabitants to that state of convulsion and fermentation which at last might prove detrimental to the peace and tranquillity of this colony.

Fiscal's Office, 14th October 1825.

(signed)

D. Denysen, Fiscal.

(Examined) W. J. M.

N<sup>o</sup> .

REPORT addressed to Sir John Truter, Knight, Chief Justice, by Messrs. Truter and Borchers, dated 31st October 1825; relative to the Proceedings held by them as Commissioners of the Court of Circuit in the year 1823, in the Case of *Hart versus Bishop Burnett*.

(Copy.)

Sir J. A. Truter, Knight, Chief Justice, &c. &c. &c.

Sir,

Cape Town, 31st October 1825.

WE have the honour to acknowledge the receipt of your letter of the 1st instant, enclosing one from the secretary to government of the 22d September last, calling for a full elucidation respecting some serious reflections which Bishop Burnett had made with regard to us, as having constituted the Court of Circuit in the year 1823, in a petition addressed by him to the House of Commons, together with an extract from said petition, and requiring from us an ample report of the proceedings held, in order to enable your Honor to give the required elucidation to his Excellency the Governor and Commander-in-chief.

Conformably thereto, we have the honour to return the above-mentioned letter and extract from the petition; and to report,—

That on our arrival at Graham's Town in the year 1823, we received a list of the civil cases to be brought before us, on which we found entered, *sub* Nos. 4, 5, 6, 7, 8, 14, 15, 16 & 17, the following cases,—

Three of Burnett *versus* Hart;  
 One of - Ditto - *versus* Ditto and the Sequestrator;  
 One of - Ditto - *versus* Sequestrator; and  
 Four of Hart - *versus* Burnett;

as will appear by the extract of said list hereunto annexed, *sub* letter (A.)

From an inquiry and statement of the district clerk, it however appeared that some of these actions were split, and comprehended the same object of dispute, and that therefore it would be more regular to combine these in one; which having observed to the parties, in the course of the proceedings, we, with their concurrence, combined the cases 4 & 6, 5 & 8, and 16 & 17, so that by this arrangement the following actions subsisted between the parties:—

(A.)—*Hart versus Burnett*, for the cancelling of a lease of the place named Doorn Valley, situated near Graham's Town, executed before the notary public, F. H. Staedel, and witnesses, on the 13th June 1820, and for an ejectment from said place.

(B.)—*Burnett versus Hart*, for giving an illegal warning to quit the place Doorn Valley, taken by the plaintiff from the defendant, and a positive order to quit said place in the month of April 1823.

(C.)—*Burnett versus Hart and the Sequestrator*, for damages for illegally conspiring to drive him from the place Doorn Valley, in the month of July 1822.

(D.)—*Hart versus Burnett* for debt, for two years rent of said place, from the 15th May 1821 to the 15th May 1823.

(E.)—*Hart*

(E.)—*Hart versus Burnett*, for damages, for illegally taking away a number of fruit trees from the place Doorn Valley, and for breaking down or otherwise destroying two buildings erected on said place.

(F.)—*Burnett versus Hart*, for defamation.

On an examination of the records of the Court of Circuit of 1822, we found that the case entered No. 14 on the list had been already brought before that Court, and that the following disposition had been given: "The Court postpones this case, as it has appeared that the defendant Burnett has not had proper time to prepare himself for his defence." And for this reason we judged it expedient, pursuant to the 13th Art. of the Proclamation of the 10th May 1811, to commence with the trial of this case, but being informed by Burnett that he had arranged his statement according to the order of the cases as they were entered on the list, we resolved not to decide on any one of them until the parties should have been heard in all.

The cases were all accordingly brought forward in the order we prescribed, and the parties had the fullest opportunity of advancing every thing they wished, in the several actions pending between them, till that at last the personal remarks of Burnett having undergone our censure, he, towards the conclusion of his defence, declined to read any farther, as will appear from the records. Having maturely deliberated on all the circumstances, we, on the 6th November 1823, came to the following decisions:—

In the case (A.)—As Bishop Burnett had failed in the payment of the yearly rent of the place Doorn Valley, conditioned for in the lease of the 13th June 1820, confirmed by a subsequent certificate from the former secretary, Staedel, dated the 23d September 1823, (*vide* the Exhibits filed in the proceedings,) we adjudged that Hart was entitled to the possession of the place Doorn Valley, and therefore that Burnett should immediately quit, with authority to the landdrost, if necessary, to carry this sentence into execution forthwith, and condemnation of Burnett in the costs, subject to the taxation and moderation of the board of Landdrost and Heemraaden there.

In the case (B.)—As we conceived that the warning to quit was well and legally given, because the rent was not paid at the stipulated time, we rejected the claim against Hart, with the costs.

In the case (C.)—As the question was of great importance, as well to Burnett as to the sequestrator, we resolved, pursuant to the 43d Art. of the Proclamation of the 16th May 1811, to reserve the decision to the full Court, by which disposition Burnett gained a particular advantage, as having obtained time to provide himself with proofs of his solvency, which he could avail himself of, in case the exception proposed by the sequestrator should be rejected.

In the case (D.)—We decided that Hart should be paid the rent stipulated for in the lease, and therefore Burnett was condemned to the payment of *R.*600, with the interest since the 25th May 1822 (being the pay-day), and also to the payment of a like sum of *R.*600, with the interest since the 25th May 1823, and the costs.

In the case (E.)—We were of opinion that Hart had not shown sufficient grounds to demand damages for carrying away fruit trees, or destroying of buildings, but that he was entitled to the rent of the place from the 25th May 1823, to the day that Burnett should quit; and we declared that Burnett could suffice with the payment of the rent to Hart and the costs, and rejected the further claim of Hart for damages.

And finally, the case (F.) was not proceeded in any farther at the instance of Burnett, as will appear from the Appendit L<sup>a</sup> B. From all these decisions Burnett immediately noted appeals to the right honourable Court of Appeals without having prosecuted any of them, as will appear from Appendit L<sup>a</sup> C.

Previously to giving these decisions, we did not omit taking into consideration the documents filed in the commencement of the proceedings which are noted in the records, and especially the extract resolution passed by the Court of Justice on the 5th September 1823; a letter from the sequestrator, dated 10th September 1823, and government letter of the 14th August 1823, on the subject of the memorials of R. Hart and Charles Stone; the former complaining of delay in the execution of a sentence against B. Burnett, and the latter as a creditor in the estate of Bennett, which could not be liquidated on account of a debt of *R.*2,500 due to it by Burnett. We also read the memorials of J. Devenish and James Carney, likewise complaining of delay in the execution of sentences which they had obtained against Burnett, and finally, a report from the sequestrator on the memorials of Hart and Stone; and all these documents made us resolve, previously to the adoption of any measures in this regard, to direct the landdrost of Albany, as the agent of the sequestrator, (the secretary, who was the agent of the sequestrator in 1823, not being then on the spot,) to send in to us a report of his proceedings concerning the execution of the sentences against Burnett, and also a copy of the inventory of Burnett's estate mentioned in a letter from him, the landdrost, to the sequestrator, dated 10th May 1822.

On receiving that report, with the documents annexed to it, we found that Burnett had not only frequently declared, under offer of oath, that he did not possess any thing (*vide* among the documents extract from the landdrost's journal, dated 31st October 1821, and letter dated the 6th November 1821), but that he had actually made oath repeatedly to the same effect, as will appear by the declarations of the 30th March and 9th July 1822; and

also, that he had assigned over his property to only one of his creditors; so that we found ourselves obliged to take some step to secure the remainder, which according to the inventory was trifling, and at once to be enabled to ascertain the true state of the estate. We therefore directed the landdrost to summon said Burnett, at the utmost within eight days, before commissioned Heemraaden, in order still to make a return of property; and in case of the return being insufficient, or Burnett refusing to appear, immediately to take an inventory of all his property of whatever nature, and thereupon to forward the return of inventory forthwith to the sequestrator, or to his agent, in order to proceed to execution; further directing the landdrost, as R. O. prosecutor, to make inquiry into the charge preferred by Charles Stone against Burnett of fraudulent conduct with respect to his creditors, and to proceed therein as he might deem advisable, leaving to the creditors, in case of any deficiency on their claims, to take such steps for the maintenance of their good right as they might think proper; the term of eight days having been an indulgence to Burnett, to afford him an opportunity of making an arrangement with his creditors; and finally, we granted a copy of Burnett's written defence, as containing insults to, and charges against the constituted authorities, to His Majesty's fiscal, in order that he might act therein, as he, by virtue of his office, should deem meet. We therefore trust, that by comparing what we have stated above with the proceedings held, and the documents filed therein, it will clearly appear to your Honor,—

1<sup>mo</sup>. That the arrangement of the cases was not made arbitrarily, but with the concurrence of the parties, towards the promotion of regularity, and a better understanding of the different questions pending between them.

2<sup>da</sup>. That even if Burnett had fully proved his solvency in the case (A.) no other decision could have been given, the sentence being founded on the doctrine of *S. Van Leeuwen, laid down in his Commentaries on the Roman Dutch Law, book 4, part 21, § 7, in finem.*

3<sup>to</sup>. That the sentences in the cases (B.) and (D.) on the grounds of the same doctrine, must have followed as the necessary consequence of the stipulations of the contract.

4<sup>to</sup>. That in the case (E.) the sentence regarding the costs was given on the grounds that Hart was entitled to rent for the place Doorn Valley, from the 25th May 1823 to the day that Burnett should quit.

5<sup>to</sup>. That in the case (C.) the decision was reserved to the full court, on account of the importance of the question, where Burnett would have every opportunity, in case the exception of the sequestrator should be rejected, to plead and advance every thing he might wish respecting the advertizing of his insolvency in the gazette, and the sequestrator also to defend himself; and that it would have been a great injustice to have deprived the sequestrator thereof, because we found that he was not properly represented at Graham's Town, in consequence of the absence of his agent, and also was not specially cited to appear.—(*Vide his Dictum in this case.*)

6<sup>to</sup>. That Burnett, notwithstanding the favourable disposition of the Court of Circuit in 1822, did not produce any further proofs to us of his solvency.

7<sup>o</sup>. That Burnett, having noted an appeal, he *regularly* should have prosecuted the same before the Court of Appeals here, within twelve weeks, pursuant to the 56th and 60th Art. of the Proclamation of the 16th May 1811, and which he could have then carried further to the King in Council.

8<sup>o</sup>. That the measures adopted on the memorials of Hart, Stone, Devenish and Carney, after having heard the report of the landdrost (*vide* this document and its appendits), had no other objects or tendency than to give effect to the 62d and 63d Articles of the Sequestrator's Instructions, and for once to show the real situation of Burnett's estate, and also to prevent that the holders of legal sentences, the creditors, or other interested parties, should be no longer kept back from their own by a *pretended and unproved solvency*, which was the more necessary, as the landdrost's report confirmed Burnett's insolvency in our eyes.

9<sup>o</sup>. That the order to the landdrost to inquire into the charge of fraudulent conduct preferred by C. Stone, so far from inculpating Burnett, on the contrary afforded him an opportunity, if innocent, to vindicate himself; for at all events it did not contain any decree for a provision of justice.

10<sup>o</sup>. And finally, that the accusations and indirect charges against the constituted authorities, contained in Burnett's written defence, must have called our attention, so that we found ourselves obliged to take at least the mildest step, namely, of bringing it to the cognizance of him, who by the 17th article of his instructions, is charged with the maintenance and protection of all the high and low authorities in the colony.

We shall now conclude with assuring your Honor, that in all our proceedings in this case we have had no other object in view than to maintain and administer justice, as men of honour, to the best of our ability, and according to our consciences; and we solemnly declare, on the oath taken by us on entering on office, that we were not further acquainted with the disputes between Burnett and Hart, previously to our arrival at Graham's Town, than what appeared from the records; that we never before had any connection or transaction whatever with the parties; that even their persons were totally unknown to us; and that (if it were necessary to say so) no attempt was ever made by the colonial government or any individual belonging to it, either directly or indirectly, to influence our proceedings in this case.

Hoping

Hoping that we have herewith enabled you to comply with his Excellency's desire, and referring to the records held, and documents filed in this case,

We have the honour to remain, with the greatest respect,  
Sir,

Your most obedient humble servants,

(signed) P. J. Truter,  
B. Borchers.

The foregoing is a true copy of the original report, transmitted by Sir John Truter for the perusal of the Commissioners of Inquiry, 21st November 1825.

(Examined) W. J. M.

John Gregory, Sec.

N° 8.

LETTERS addressed to the Commissioners of Inquiry, by Messrs. Bentinck and Buissinné, upon the Proceedings of the Court of Circuit in the year 1822.

REPORT of the Secretary of the Court of Justice upon the contents of Mr. Buissinné's Letter.

His Majesty's Commissioners of Inquiry, &c. &c. &c.

Gentlemen,

Cape Town, Oct. 25th 1825.

IN reply to your letter of the 22d instant, enclosing for my perusal an extract from Mr. Bishop Burnett's memorial, addressed to Earl Bathurst, I have the honour to state, that, upon reference to the proceedings of the Court, the statement of Mr. Burnett is found extremely incorrect.

I allude to what occurred three years ago; but, as far as I can bring the ease to my recollection, it is as follows:—

Bishop Burnett not having paid any rent to Hart, and his insolvency being announced in the gazette, Hart wished to eject him from the premises. Bishop Burnett pretended not to be insolvent, and stated that the landdrost, Mr. Rivers, must be aware that there was still a correspondence carried on with the sequestrator respecting his (Burnett's) insolvency.

The landdrost admits such a correspondence, and moreover states that all the papers thereunto relating had been sent to Cape Town.

Under these circumstances the Court could not come to a final decision, and thought proper to postpone the case, in order to give him (Burnett) time to prove his solvency, either to the full Court, or to the next Commission of Circuit.

It was not stated that Mr. Hart had no right to demand rent.

It follows that the title deeds could not be restored to Hart, as the case was postponed.

Mr. B. Burnett further asserts, that in an action against a tenant of his own, he cast him. It appears however from the records of the Court, that only an interlocutory decree was passed *in favour* of the tenant.

I have the honour to be Gentlemen,

Your most obedient servant,

Walter Bentinck.

I return the Enclosure.

EXTRACT from a Continuation of Mr. Bishop Burnett's Narrative, dated 8th March 1825

" I EARNESTLY claim attention to the proceedings of this Commission of Circuit, so decisive as they were of the charge I have advanced.

" The Commissioners on this occasion were Messrs. Buissinné and Bentinck. Mr. Hart's action was first called, when, to his utter astonishment, he was told by the Court that it could not be maintained; that I was not insolvent; that the publication alluded to originated in mistake; that I was consequently as free to act in my own concerns as any other person; that, as his interruptions of my proceedings on the farm had occasioned it to lay unproductive on my hands, he had no right in equity to demand rent. And in answer to his application, that I should be compelled to restore the title deeds, he was informed, that, as they were to all intents and purposes my property until the expiration of the six years, it could not be complied with. On the other hand, my action against Hart was declared to be good, although untenable in its present form from the omission of Mr. Vander Riet's name, who, as equally culpable, I should have joined with Mr. Hart in my suit for the recovery of damages.

" What, may I be permitted to ask, could be more conclusive than these public declarations of the Commission? It was here announced in open Court, that I was not insolvent, that the publication had arisen from mistake; in addition to which, if confirmation had been wanting, I maintained an action at the same sessions against a tenant of my own, and cast him; could it be even conjectured that two judges of the worshipful Court would



pronounce a decision liable to be rescinded by any but a superior tribunal; or run the remotest risk of leading me into measures involving no less a consequence than that, if I was a bankrupt, every day of my life I became a fraudulent one."

(A true extract)

J. Gregory, Sec.

His Majesty's Commissioners of Inquiry, &c. &c. &c.

Gentlemen,

Cape Town, Oct. 29th, 1825.

IN reply to your letter of yesterday's date, wherein you observe that I have omitted to state in my letter of the 25th instant, whether Mr. B. Burnett is correct in saying that "it was announced in open Court that he was not insolvent, and that the publication of his insolvency had arisen from mistake;" I have the honour to state, that no such opinion has been pronounced in open Court.

I beg leave further to submit the impossibility to pronounce any opinion about his solvency or insolvency, as the Court was at that moment not in possession of any documents; and therefore granted to Mr. Bishop Burnett, at his own request, a term, in order to collect the necessary documents.

I have the honour to be, Gentlemen,

Your most obedient servant,

Walter Bentinck.

His Majesty's Commissioners of Inquiry.

Gentlemen,

Caledon, 29th of October 1825.

I DO myself the honour of acknowledging the receipt of your letter of the 28th instant, enclosing an extract of a memorial of Mr. Bishop Burnett, submitted to Earl Bathurst, purporting to give a Statement of the proceedings that took place before a Commission of Circuit at Graham's Town, of which I was a member; and in reply beg leave to state, that it being one of the principal duties of the Commissions of Circuit in this colony, before they enter into an investigation of a case brought before them, to use their best endeavours to bring the parties to conciliation—

The Circuit Commission above alluded to, composed of Mr. Bentinck and myself, did not fail strictly to attend to that point, and consequently did so, in a case of Mr. Hart versus Mr. Burnett; and finding that Mr. Hart, depending too much on the strength of his cause, seemed quite averse of coming to terms, thought it their duty to inform him, that his case was not so good as he imagined, because he had brought forward the same under an impression that Mr. Burnett's estate was insolvent, which, although so asserted by the sequestrator Mr. Ryno Johannes Van der Riet, in an advertisement in the weekly paper, was known to the Commissioners to be still doubtful, the sequestrator having made a mistake, or acted without sufficient caution. This was a fact; for the sequestrator having asserted the insolvency of Mr. Burnett's estate a few weeks before the Commission of Circuit set out, a remonstrance of Mr. Burnett's against it reached the Court of Justice before their departure, and it appeared clear that the sequestrator had done what he was not warranted to do, namely, that he declared Mr. Burnett's estate insolvent without sufficient grounds.

I cannot now recollect what the exact particulars of the case were, but I think that Mr. Burnett, having been called upon by the sequestrator to pay, or give security for the payment of an award against him, tendered a bill on somebody in England; and that the sequestrator took this for a proof that he had no effects to answer the demand, and therefore declared Mr. Burnett's estate insolvent. This, or something of the kind was the case. At any rate, there was something wrong on the part of the sequestrator; and the Commission of Circuit conceived themselves in duty bound to consider Mr. Burnett's estate still in a state of solvency, and to inform Mr. Hart of the circumstance, who, on hearing it, withdrew his case. Something may have been said in regard to interests and the title deeds of a farm in question, but I cannot recollect it.

There was another case between the parties, *vice versa* on the lists, viz. *Burnett versus Hart*; for damages occasioned by illegal proceedings respecting the farm above quoted. Here Mr. Burnett was averse to conciliation, and was therefore told that his action had not been brought forward as it ought; for that if the proceedings respecting the farm were such as stated by him, Mr. Hart and the sequestrator must be implicated, and the action not brought against Mr. Hart individually; and on this Mr. Burnett withdrew this case.

It may perhaps appear strange that judges should adopt such a mode of proceeding in a Court of Justice; but when it comes to be understood, that from the want of a *proper, legal* adviser, (the functionary for that purpose, the district clerk, being inadequate) many of the cases on the list, though founded in themselves, were brought forward in such a lame and irregular way, that had not the judges explained the mistakes, the parties would have been going on in the dark, and heaping expenses on themselves, without being aware of it; the case will become clear.

This is all I can recollect, and therefore close with subscribing myself,

Gentlemen,

Your most obedient humble servant,

P. S. Buissonné.

EXTRACT from a "Continuation of Mr. Bishop Burnett's Narrative," dated 8th March 1825.

"I EARNESTLY claim attention to the proceedings of this Commission of Circuit, so decisive as they were of the charge I have advanced.

"The Commissioners on this occasion were Messrs. Buissinné and Bentinck. Mr. Hart's action was first called, when, to his utter astonishment, he was told by the Court that it could not be maintained; that I was not insolvent; that the publication alluded to originated in mistake, that I was consequently as free to act in my own concerns as any other person; that as his interruptions of my proceedings on the farm had occasioned it to lay unproductive on my hands, he had no right in equity to demand rent; and in answer to his application that I should be compelled to restore the title deeds, he was informed that, as they were to all intents and purposes my property till the expiration of the six years, it could not be complied with. On the other hand, my action against Hart was declared to be good, although untenable in its present form from the omission of Mr. Van der Rict's name, who, as equally culpable, I should have joined with Mr. Hart in my suit for the recovery of damages.

"What, may I be permitted to ask, could be more conclusive than these public declarations of the Commission?—it was here announced in open Court that *I was not insolvent*; that *the publication had arisen from mistake*; in addition to which, if confirmation had been wanting, I maintained an action at the same sessions against a tenant of my own, and cast him; could it be even conjectured that two judges of the worshipful Court would pronounce a decision liable to be rescinded by any but a superior tribunal, or run the remotest risk of leading me into measures involving no less a consequence than that, if I was a bankrupt, every day of my life I became a fraudulent one."

(A true extract.)

John Gregory.

J. Gregory, Esq.

Sir, Secretary's Office of the Court of Justice, Cape Town, Nov. 16th, 1825.

"I HAVE the honour to acknowledge the receipt of your letter of the 9th instant, communicating to me, in the name of His Majesty's Commissioners of Inquiry, that a statement had been made to them by Mr. Buissinné, "that a remonstrance of Mr. Burnett against the declaration of his insolvency, by the late sequestrator Mr. Van der Rict, had reached the Court of Justice before the departure of the Commission of Circuit in the year 1822;" and that it having been further alleged by Mr. Buissinné, "that it appeared clear that the sequestrator had done what he was not warranted to do, namely—had declared Mr. Burnett insolvent without sufficient grounds," the Commissioners had directed you to call upon me "to furnish them without delay with copies of any such remonstrance as described by Mr. Buissinné, and of any proceedings had thereupon before the Court of Justice, in which the declaration of Burnett's insolvency by the sequestrator was resolved by the said Court to be irregular."

In order to be enabled to give every possible information to His Majesty's Commissioners on this subject, I have carefully examined into every thing that in any wise appears to have been done in the Court with regard to Burnett's solvency or insolvency, from which I have found, as will appear by the annexed Extract, No. 1, that the first proceeding before the Court of Justice was on the 18th April 1822, (the third day after the departure of the Commission of Circuit in that year, when the circuit was divided into two different journeys, on the one of which they set out for Clan William on the 15th April, and on the other for Uitenhage the 16th September, as will be seen in the Cape Town Gazettes of the 30th March and 24th August 1822,) when a letter from H. Rivers, esq. the landdrost of Albany, dated the 2d of that month, with certain documents hereunto annexed, *sub* No. 2, and *sub* A, B, C, D, E, and F, were laid before the Court; on which occasion the Court for the first time, after giving a sentence by default on an *intendit* against Burnett, and in favour of Robert Hart, for a debt of R. 905, became acquainted with any of the circumstances relative to the execution of that sentence from which the question of insolvency arose; but there was no remonstrance to the Court of B. Burnett against the declaration of his insolvency. If Mr. Buissinné alludes to the time of the first journey of the Commission of Circuit, there is every reason to suppose he could not have been acquainted previously to his departure, at least not officially, with the contents of the landdrost of Albany's letter of the 2d of April, or of the documents accompanying it; and if he alludes to the period of the second journey of the Commissioner, it could never have come to his knowledge otherwise than in an indirect and inofficial manner, because, from the 18th April 1822 to the 27th May 1823, which was long after the return of the Commission of Circuit the second time, nothing came before the Court respecting B. Burnett; and even then the subject of deliberation was not any question about Burnett's solvency or insolvency, but a memorial, which had been presented to government by R. Hart, and referred to the Court, whereby he complained of delay in the execution of a sentence relative to the place *Doorn Valley*, and on which no other resolution was given than an order to the sequestrator to report thereon, as well as on a subsequent memorial from said Hart, and another similar one from

Charles Stone, presented to government and referred to the Court, complaining of delays in the execution of sentences they had severally obtained against said Burnett. The sequestrator having sent in his report on the 5th September 1823, the Court resolved to transmit the same, with all the papers appertaining thereto, to the Commission of Circuit, for that year, for their information and guidance; while the sequestrator was ordered to furnish the Commission on his part with every document and information, as well with respect to the sentence of R. Hart against B. Burnett, which had been delivered over for execution, as to the estate of the latter, in order that the Commission might be in possession of all the circumstances of the case, and enabled to give a final decision, without the Court having ever entered into the question of solvency and insolvency of B. Burnett, still less declared or decided any thing in this regard.

By whatever indirect means Mr. Buissinné may have acquired a knowledge of the contents of the letter to the Court, from the landdrost of Albany, and the documents annexed thereto, the Court however neither on that, or any other occasion, ever gave any explanation, still less any decision, on the regularity or irregularity of the sequestrator's declaration of Burnett's insolvency; but only ordered the sequestrator to furnish his agent at Graham's Town with proper instructions how he should act in the execution of the sentence in favour of R. Hart, as will be seen from the said annexed Extract Resolution, No. 1; to all of which I further take the liberty to add, that I trust His Majesty's Commissioners of Inquiry will evidently perceive from the enclosed documents, that so far from it having appeared clear that the sequestrator had done any thing which he was not warranted to do, by declaring B. Burnett insolvent without sufficient grounds, or that the Court could have resolved the said declaration to be irregular, there much rather existed reasons for the contrary, in case the Court on that occasion found it necessary to give any decision on this point. I am therefore obliged to declare, for the information of His Majesty's Commissioners of Inquiry, that nothing whatever of any such remonstrance from B. Burnett is known to the Court, neither of any declaration or resolution of the Court thereon respecting the irregularity of the sequestrator's declaration of the insolvency of B. Burnett, and consequently that it is out of my power to furnish His Majesty's Commissioners with copies of any proceedings had thereupon before the Court of Justice.

I have the honour to be, Sir, your most obedient servant,

*D. F. Bennangé, Sec.*

(Translation.)

No. 1.

EXTRACT Resolution passed by His Honor Sir J. A. Truter, Chief Justice, and the Members of the worshipful Court of Justice of this Government, on Thursday the 18th April 1822.

READ a letter from the landdrost of Albany, dated the 2d instant, accompanying a memorial from Robert Hart to the Court, together with three extracts from the said landdrost's journal, and a copy of a letter from said Hart to the landdrost; the letter from the landdrost to the Court containing an account of his proceedings respecting one Mr. Burnett; and the memorial of Robert Hart, a complaint of a fraudulent alienation of goods of said Burnett, against whom he has obtained a sentence, and requesting the necessary directions how he is to proceed in this case for the sale of those goods; said letter from the landdrost, and memorial from Robert Hart, being of the following tenor:—

F. I.

Having deliberated thereon, resolved to transmit copies of the letter and extracts, as also of the memorial of Robert Hart, to R. J. Van der Riet, Esq. the sequestrator, in order that he may give such directions to the landdrost of Albany, as he is authorized to do by his instructions.

An extract hereof, together with the above-mentioned copies, to be granted to the sequestrator for his information and guidance.

(A true copy.) (signed) *D. F. Bennangé, Sec.*

(A true translated copy.) *D. F. Bennangé, Sec.*

(A true translation.) *Henr Murphy, Sw<sup>a</sup> Trans.*

No. 2.

Sir J. A. Truter, Knight, and Members of the worshipful the Court of Justice,  
&c. &c. &c. Cape Town.

Gentlemen,

Graham's Town, 2d April 1822.

I HAVE the honour to forward herewith a memorial from Mr. Robert Hart [*sub L<sup>a</sup> A.*] relative to a sentence obtained by him from your Court against Mr. B. Burnett, whose declaration, when called upon by me to give an inventory of property to liquidate that sentence, I beg leave to enclose, *sub L<sup>a</sup> B.* I consider it right to acquaint you also with the contents of a letter, received by me from the said Mr. Hart, as to the said Mr. Burnett, and therefore enclose

enclose a copy, *sub L<sup>a</sup> C.*; on receiving this information I applied to Mr. Stone, and I enclose an extract from my diary, *sub L<sup>a</sup> D.* on the subject. Mr. Burnett has since been called upon by me, as agent to the sequestrator, to comply with a sentence obtained by John Devenish against him before the worshipful the Court of Circuit, on which Mr. Burnett made the declaration *sub L<sup>a</sup> E.*; feeling it my duty, under these circumstances, not to trust to the simple declaration of any individual, I requested Mr. Burnett to swear to the truth of this declaration, and also beg to transmit a copy thereof, *sub L<sup>a</sup> F.*

I have the honour to be, Gentlemen, your obedient servant,

(signed) *Harry Rivers*, Landdrost of Albany.

(A true copy.) *D. F. Bennangé*, Sec.

(Examined) *W. J. M.*

Let. A.

EXTRACT out of the Diary of the Landdrost of Albany, as Agent to the Sequestrator.

Wednesday, January 30th, 1822.

BISHOP BURNETT, having appeared before me, produced a notarial assignment, made before the notary and witnesses François Henry Staedel, on the 4th of February 1821, in which all his property, of whatever description, nothing excepted, is made over to the firm of Messrs. Ebden and Eaton; and produced further a special power of attorney, passed before the notary G. Cadogan, and witnesses, in Cape Town, on the 10th of March 1821, in which he is appointed by Mr. Eaton as their agent. Bishop Burnett declared that since the passing of each deed, no property of any description has become *bonâ fide* his, which declaration he is ready, if called upon, to verify upon solemn oath, and that he has not any property of which he can render an inventory; also, that he now confirms the statement he formerly made before the late landdrost.

(A true extract.) (signed) *Harry Rivers*.

(A true copy.) *D. F. Bennangé*, Sec.

Let. B.

To Sir John Truter, President, and Members of the worshipful Court of Justice of the colony of Cape of Good Hope, &c. &c. &c.

Gentlemen,

THOUGH, contrary to my inclination to be troublesome to you, it is nevertheless a duty I owe to myself and the community at large to state for your information, and if you deem it proper to request your interference in the following case, pending at law before your worships, as no decisive measures have yet been adopted; viz.

Some time in March 1821, I empowered my agent Mr. J. R. G. Klerk to employ an advocate on my behalf to prosecute before your worships a Mr. B. Burnett, residing on my farm Thorn Valley, near Graham's Town, District of Albany, for a debt he owed me, amounting to R. 905, which debt was contracted in the preceding year for stock to said farm. In the month of September or October last, your worships gave sentence in my favour; I waited patiently in hopes of hearing of some steps having been taken to enforce payment from this individual, but finding that nothing was doing, and frequently hearing that Mr. B. Burnett was disposing of his property, I applied to the landdrost of the Albany district for information on this subject, when, to my no small astonishment, the landdrost informed me that when he called upon Mr. B. Burnett in the beginning of this month to make opgaff of his property for the payment of a debt he owed some other person; Mr. B. Burnett declared that he had no property, and produced a notarial deed dated February 1821, wherein he had made over all his property to the firm of Messrs. Ebden and Eaton, merchants in Cape Town, who had furnished Mr. Burnett with a power of attorney to hold and occupy this property for them, by which means an attempt is made to deprive Mr. Burnett's creditors of recovering their property; it is worthy of notice, that this deed was executed at the village of Uitenhage by the secretary of that district, after there was a complaint for a debt due by Mr. Burnett made to the magistrate at Graham's Town, and which was not settled previous to the execution of this deed; I was also pressing him for the debt due me, though not through any law authority; how far this deed may be lawful I leave to your better judgments.

Mr. Burnett has the lease of my farm as before stated for three years certain, which lease I understand he has made over to the firm of Messrs. Ebden and Eaton. When Mr. Burnett took over my farm, I gave him the diagram and grant for the purpose of ascertaining the precise boundary of the same, which diagram he was to have copied, and return the original to me; this he never did. Some time ago I applied to him for it, when he sent me a message that he knew nothing of it; now at the opgaff of the district, when he was called upon to produce the diagram, he stated to the landdrost that it was in the possession of Messrs. Ebden and Eaton, now this I am convinced is my sole property, and should only be in my possession, nor do I think that the lease of my farm can be transferred to any other individual, it not having been let on those conditions, however this I leave to your better judgments.

I have written to Mr. Joubert, my advocate, some time ago, requesting him to obtain a decree for the commitment of this individual in case the debt was not paid, but I find he is still at liberty.

Gentlemen, you will no doubt perceive by this, that one year has elapsed since I first had recourse to law for the recovery of this debt, and still no effective steps has been taken, though he has had sufficient time thereby to dispose of the very property I have been serving him for the payment of; and in addition to this, I have paid Mr. Joubert one hundred rix dollars expenses. Your worship's interference in this case, or directions how to act for the recovery of the property I conceive myself so fraudulently deprived of, will be acknowledged with gratitude by, Gentlemen, your most obedient servant,

(signed) *Robert Hart.*

(A true copy.) *D. F. Bennangé, Sec.*

Graham's Town, 29th March 1822.

(Examined) *W. J. M.*

Let. C.

(Copy.) *H. Rivers, Esq. Landdrost, &c. &c. &c.*

Sir,

Graham's Town, 29th March 1822.

I HAVE taken the liberty of enclosing herein a memorial, which I have deemed it prudent to address to the worshipful Court of Justice of this colony, praying their interference in a case of law (for debt) pending between me and Mr. B. Burnett, of your district. If it meets your approbation, will you do me the favour to forward it to their worships, with such remarks as you may think the case merits.

I have this day been informed that some articles of Mr. Burnett's furniture were presented for sale at public vendue, at the store of Mr. Stone, some days ago; that part of them were sold, and that a bedstead was still at Mr. Stone's store for private sale. As I wanted such an article, I called at the store to purchase it, when I was informed that Mr. Burnett had taken it back to his house; but if I would purchase it, it would be sent for and delivered to me for 100 R. This is a proof that what I have stated to their worships is correct; and I have no doubt (though your residence has been short here) but you have been troubled with more instances of this individual's improper conduct in this way.

I have the honour to be, Sir, your most obedient servant,

(signed) *Robert Hart.*

(A true copy.) *D. F. Bennangé, Sec.*

(A true copy.) (signed) *Harry Rivers.*

Let. D.

EXTRACT out of the Diary of the Landdrost of Albany, as Agent to the Sequestrator.

Friday, 29th March 1822.

HAVING received information that some goods have been put up for sale on one of the vendues held by Charles Stone, in this town, said to belong to Bishop Burnett; having desired Charles Stone to appear before me, but being informed that he is not at home, but gone to Graaff Reinet, I directed his clerk to appear, who stated that Mr. Stone had the last sale on the 6th of this month, and that commission goods were sold, received from Cape Town; and that a bedstead was also put up for sale, belonging to Mr. Burnett, but that the same was not sold on account of Mr. Burnett wishing to get 100 R. for it: it was put up in no particular name, but, if it was sold, it would have been put down on the roll in Mr. Stone's name. The bedstead was taken back by Mrs. Burnett.

(A true extract.) (signed) *Harry Rivers.*

(A true copy.) *D. F. Bennangé.*

Let. E.

EXTRACT out of my Diary as Agent to the Sequestrator.

Saturday, 30th March 1822.

BISHOP BURNETT, having been directed to appear before me, in order to give an inventory of such property as will be sufficient to liquidate a sentence handed to me for execution, and passed by the Court of Circuit, in favour of John Devenish, who stated that he has assigned the whole of his property, by notarial assignment, to the firm of Messrs. Ebden and Eaton, and that he is now only acting as their agent; and declared further, that he is not in possession of any property whatsoever, either moveable or landed, bonds, deeds, or other property of any description whatsoever, which he is ready to verify upon solemn oath. He further stated, that if his creditors will be satisfied with bills drawn by him on England, that he is ready to pay every thing what he owes with interest.

(A true extract.) (signed) *Harry Rivers.*

(A true copy.) *D. F. Bennangé, Sec.*

(Copy.)

Let. F.

Graham's Town, 30th March 1822.

I, the undersigned, do hereby make oath and declare, that the statement made by me this day, before the Landdrost of Albany, as agent to the sequestrator, is true and correct.

(signed) *B. Burnett.*

Sworn, before me this day 30th of March 1822.

(signed) *Harry Rivers, Landdrost.*

(A true copy.) (signed) *Harry Rivers.*

(A true copy.) (signed) *D. F. Bennangé, Sec.*

His Majesty's Commissioners of Inquiry.

Gentlemen,

Caledon, 26th November 1825.

I DO myself the honour of acknowledging the receipt of your letter of the 18th instant, and its enclosure.

I much regret the trouble I have given you, but at the same time feel a certain pleasure at being at last undeceived.

Mr. Bennangé is right; my information is not direct, but from a quarter that I could not doubt, and never doubted till I perused your letter and the enclosure before mentioned.

As to Mr. Bentinck's assertion, I think I better say nothing about: some persons will evade and deny truth if they can; not so I, thank God! Only one question will I suggest. When Mr. Bentinck hears me, in the name of the Commission, make a declaration, in which he did not concur, was it not his duty to speak? and did he do so?

I shall not trouble you with any more arguments on the subject. You required me to say what I knew on the subject; I thought it my duty to say what I recollected; not to avoid answering the demand by a "I don't recollect." My information proves erroneous; I regret it, crave your pardon, and will stand the consequence rather than deny facts.

I have the honour to be, Gentlemen,

Your most obedient humble servant,

*P. S. Buissinié.*

N° 9.

LETTER of the Secretary of the Court of Justice, enclosing a List of the Causes entered before the Commission of Circuit at Graham's Town in the year 1823.

D. F. Bennangé, Esq. Secretary to the Court of Justice.

Sir,

Cape Town, 2d November 1825.

I AM directed by the Commissioners of Inquiry to request you will furnish them with a translated copy of the district clerk's list of civil causes to be brought before the Court of Circuit, at Graham's Town, in the year 1823.

Referring to one of the causes tried before that Court, namely, that of *Bishop Burnett* versus *R. Hart* and *R. J. Van der Riet*, sequestrator, for illegally conspiring to drive him away from his farm, the decision of which was referred to the full Court of Justice, as falling within the tenor of the Proclamation dated 16th May 1811, I am directed by the Commissioners of Inquiry to request you will inform them whether any, and what proceedings were held before the Court of Justice in this case, and that you will furnish them with a copy of any sentence or resolution that may have been passed thereon.

I have the honour to be, Sir, your most obedient servant,

(signed) *John Gregory, Sec.*

(A true copy.) (signed) *John Gregory, Sec.*

John Gregory, Esq. Secretary to His Majesty's Commissioners of Inquiry, &c. &c. &c.

Sir,

Secretary's Office of the Court of Justice, 9th November 1825.

IN compliance with your verbal application for an extract from the district's clerk's list of civil cases, which were brought before the Court of Circuit at Graham's Town in the year 1823, in as far only as relates to the cases of *B. Burnett*, instead of a copy of the entire list,

list, as mentioned in your letter of the 2d instant, I have the honour to transmit herewith the translated extract required; and I beg leave to add, that I am still in want of some information respecting the action brought by B. Burnett against R. Hart and the sequestrator "for illegally conspiring to drive him away from his farm," which, when I obtain, I shall not fail to reply immediately to the further contents of your letter.

I have the honour to be, Sir, your most obedient humble servant,

D. F. Bennangé, Sec.

(Translation.)

EXTRACT from the List of the Civil Cases to be brought by the District's Clerk of Albany before the Court of Circuit, at said Droedy, in the year 1823.

No. 2.—*B. Burnett*, plaintiff, in a case of debt, versus *John M'Kenny*, defendant.

No. 4.—*B. Burnett*, plaintiff, in a case of illegal warning having been given to quit the place Doorn Valley, taken by the plaintiff from the defendant, and of a positive order to quit said place in the month of April of the present year, versus *R. Hart*, defendant.

No. 5.—*B. Burnett*, plaintiff, in a case of an illegal conspiracy to drive him from the place Doorn Valley, in the month of July 1822, versus *R. Hart*, and the sequestrator *J. R. V. D. Rict*, Esq. defendants.

No. 6.—*B. Burnett*, plaintiff, for damages, versus *R. Hart*, defendant.

No. 7.—*B. Burnett*, plaintiff, in a case of defamation, versus *R. Hart*, defendant.

No. 8.—*B. Burnett*, plaintiff, for damages, versus the sequestrator *J. R. V. D. Rict*, Esq. defendant.

No. 14.—*R. Hart*, plaintiff, for the cancelling of the lease of the place named Doorn Valley, situated near Graham's Town, executed before the notary public F. H. Staedel and witnesses, on the 13th June 1820, and for an ejectment from said place, versus *B. Burnett*, defendant.

No. 15.—*R. Hart*, plaintiff, in a case of debt, versus *B. Burnett*, defendant.

No. 16.—*R. Hart*, plaintiff, in a case of illegally taking away a number of fruit trees from the place Doorn Valley, and of breaking down or otherwise destroying two buildings erected on said place, versus *B. Burnett*, defendant.

No. 17.—*R. Hart*, plaintiff, for damages, versus *B. Burnett*, defendant.

No. 18.—*B. Burnett*, plaintiff, in a case of debt, versus *R. Setchwell*, defendant.

Graham's Town, 27th October 1823.

(signed) *M. J. V. N. Onkruyd.*

(A true extract.)

(signed)

*R. J. Van der Rict*, 2nd Head Clerk.

(A true translation.)

*A. G. Muller*, S. D.

(A true translated extract.)

*D. F. Bennangé*, Sec.

N° 10.

COPY of Mr. Rivers's Report to the Colonial Government, dated 27th August 1822; upon the Allegations contained in Mr. Bishop Burnett's Letter to His Excellency Lord Charles Somerset, dated 29th July 1822.

(Copy.)

To his Excellency the Governor.

Sir,

Graham's Town, 27th August 1822.

I HAVE the honour to acknowledge the receipt of your letter of the 9th instant, transmitting, by direction of his Excellency the Governor, a letter of complaint from Mr. B. Burnett, with his Excellency's instructions that I should furnish my reply to each allegation minutely and separately, and I have the honour to state, for his Excellency's information, that in endeavouring to comply with his Lordship's orders, and to collect the points which require an answer or explanation from me, I find such artful perversions of circumstances that I am hardly able to extract the facts from them, so as to furnish a distinct statement, and to answer Mr. Burnett's allegations in detail. I hope, however, to succeed as far as will be considered in my power, and connected with my own conduct, in transmitting a satisfactory statement and reply.

Mr.

Mr. Burnett's Letter.

Graham's Town, 29th July 1822.

My Lord,

Finding all the ordinary avenues of justice in this colony closed against me, and in utter despair of obtaining the slightest redress for an unparalleled accumulation of wrongs, sustained throughout the whole period of my abode here, I am compelled to appeal direct to your Excellency, and respectfully to solicit the interposition of your authority to relax the vindictive and arbitrary proceedings of the government against me.

Para. 2d. In explanation of the charges thus urged, I take the liberty of referring your Excellency to my memorial of the 26th March last, as exhibiting a series of partial and oppressive inflictions on the part of the colonial government up to that date, and I now beg leave in continuation to state,

Para. 3. The publication in the Cape Gazette of my insolvency, in direct violation of the truth, has been followed by the sequestration of my property, and measures so arbitrary and illegal, as to alarm every settler in this province for the future security of his possessions. My grant of land had been made saleable one year before the customary period, merely to become tangible to the sequestrator, the colonial government having thought proper to distinguish me from every other settler, by refusing me the support accorded to them, and then making my property at once amenable for the very embarrassments this exemption had created. This, my Lord, at any period would have been a most invidious proceeding, but after two successive failures of the harvest, and repeated losses sustained by the aggressions of the military and the local government, to say nothing of the difficulties which invariably attend the early enterprise of a new colonist, it becomes one of extreme severity and hardship. After various delays, throughout a course of proceeding utterly incomprehensible to an Englishman, an order is sent to the landdrost to sell my property by public auction, and restore a farm on which I have expended my capital, and which I have, *bonâ fide*, purchased, to Robert Hart. Against this latter decree of the sequestrator I lost no time in protesting, on grounds I must trespass on your Excellency's time to repeat.

possess any property whatsoever, having assigned every thing to Messrs. Ebden and Eaton, for whom he then only acted as agent, in proof of which he produced to me his deed of assignment, and the power of attorney from Messrs. Ebden and Eaton. I communicated this declaration on the 30th January to the sequestrator, who informed me in reply, by letter dated 15th February, that there appeared something suspicious in the business of B. Burnett, and requested me to return the sentence, which was done. On the 30th of March a further sentence, in favour of Mr. Devenish, was handed to me, when, on being called upon as before, Mr. Burnett made the same reply on oath. On the 6th April, the sequestrator declared the estate of Bishop Burnett to be insolvent, and requested all persons having claims thereon to transmit them with the necessary vouchers; and on the 7th May I received a letter, dated 26th April, from the sequestrator, saying it was not sufficient that Mr. Burnett should say he had nothing, and that every thing in his possession belonged to Messrs. Ebden and Eaton, but that he must prove it and verify it upon solemn oath, and directing me in the meanwhile to take a general inventory of all that could be found, specifying to whom belong-

I do not conceive any reply to be required from me to this paragraph:

I do not conceive any reply to be required from me to this paragraph.

The publication of Mr. Burnett's insolvency was founded, I conceive, on his affidavits, repeatedly taken, that he had not property to cover the sentences in force against him, which I believe constitutes insolvency; but the sequestrator can explain this point, and the complaint as to the sequestration of Mr. Burnett's property, which appears inconsistent with the statements on oath of his having none, and if the affidavits are founded in fact the complaint is without ground. Mr. Burnett's land was granted to him without his being required to conform with the condition of three years previous residence, on which the title of the settlers is contingent, and its liability to his debts is a matter of course, and not peculiar to Mr. Burnett's property.

I am not aware of the support to which Mr. Burnett alludes, as having been refused to him and accorded to every settler; nor of any aggressions by the military and the local government.

This complaint must refer to circumstances that occurred previous to my arrival at Graham's Town, and which are unknown to me.

On my arrival here in January last, a sentence which had been obtained by Robert Hart against Bishop Burnett was handed to me as agent for the sequestrator for execution, and Mr. Burnett was called upon in the usual way to make an inventory of his property to cover the amount thereof, upon which he declared upon oath that he did not



ing, no matter how trifling, which should also be verified on oath, and to transmit the inventory, all which was accordingly done. On the 7th July I received a letter from the sequestrator, of which the following is a translation.

Para. 4. The farm was rented on a six years lease, with the power of purchasing it outright for a stipulated sum at any period of this term, and so worded, that, according to the opinion of a notary, it was optional with me to pay the rent annually or not, until the completion of my tenure. The first years rent was paid, and that now due was never demanded of me, but by a messenger in the public streets, to whom I certainly should not have entrusted it, nevertheless within a few days I tendered it to the secretary in Graham's Town, who refused to receive it.

These, my Lord, are facts I can establish on unquestionable testimony, to disqualify any plea the said Hart may urge for ejection, on the ground of not receiving his rent, admitting he was legally entitled to demand it.

Para. 5. I beg to impress on your Excellency that it has been on unshaken faith and dependence on the inviolability of the notarial acts of this government, that I have steadily contemplated the ultimate possession of this farm, which a positive agreement of sale and purchase between us, and the consequent deposit, and the title deeds in my hands, should sufficiently confirm. I sunk my capital upon it, and brought it to that state of improvement which excited the surprise and observation of every person in the district. Various contingent circumstances have also contributed to enhance its value, of which no stronger proof can be given than my having underlet it at more than double the reserved rent, although that rent is treble what the said Hart had ever been offered before, making altogether by my capital and industry an improvement in the value of this property of six hundred per cent in the short space of two years! How contrary then to any principle of justice, that both my creditors and myself are to be deprived of our right, and the sanctity of a recorded bond be outraged with impunity, merely to restore to a favoured individual a property to which he has no manner of pretension.

Para. 6. If, my Lord, from the mere circumstance of the colonial gazette having libelled my credit, I am held incompetent to the tenure in question, in justice to my creditors and myself, as well as in conformity to colonial practice heretofore, it should be sold at public vendue, to secure to us by competition the increased value it has attained, and not be surreptitiously smuggled into the possession of Robert Hart, in a way that I feel persuaded will excite the strongest indignation of your Lordship.

Para. 7. Within thirty-six hours of the appointed time of sale, a notice of its postponement was exhibited in Graham's Town; and on inquiry into the causes of this delay, I was informed by the secretary that Messrs. Ebden and Eaton of Cape Town had undertaken to arrange the claims against me with the sequestrator. Satisfied on this assurance that there was at length a termination to that dreadful state of suspense we had so long endured, I could scarcely credit the messenger who, on the same day, read to me an order to meet Robert Hart, and his assessors, on the

The ejection is not founded on the non-receipt of the rent by Hart, but on the vitiation and nullity of the lease, which, by the law of the colony, was cancelled by the insolvency of Mr. Burnett; and the Court of Justice had established the legality of the demand, and settled the question, to the date of its becoming due, by passing sentence and condemning Mr. Burnett to pay it. The messenger was the proper person, being authorized to demand the payment, and his receipt would have been a full acquittance to Mr. Burnett.

The secretary denies the tender of the rent to him; and if made, he was not authorized to receive it.

This statement has been answered by the proceedings in the Court of Justice in the case, and I can only state in answer to the latter part, that Mr. Burnett and his creditors cannot have been deprived of any right, as I conceive it appears they possessed none over the land, or beyond payment or allowance for improvements. That the bond has been virtually cancelled, and the individual to whom Mr. Burnett objects to the restoration of the property is its owner.

The increased value of the land is more owing to the present demand for that which it naturally produces, than to the efforts of industry, and the improvements of Mr. Burnett; which, whatever they may have been, were not the inducement to the proposed under-tenant to give the increased rent.

The property of a landholder reverts to him on the insolvency of a tenant, and is not liable to the debts of the insolvent tenant, and cannot be sold for their liquidation.

In continuation of my reply to para. 3, I am to state, that on Sunday the 21st July I received a letter from the sequestrator, of which the following is a translation:

Cape Town, Sequestrator's Office,  
12 July 1822.

To H. Rivers, Esq. Landd<sup>r</sup>, Graham's Town.

Sir,

Whereas the firm of Messrs. Ebden and Eaton, as one of the principal creditors in the insolvent estate of Bishop Burnett, are willing to interest themselves to pay the debts of this

the one following, for the purpose of appraising the value of my improvements upon the farm, preparatory to its restoration to the said Hart, and naming for this purpose two Dutchmen, both under Hart's control, receiving benefits at his hands, and one of them hostile to me, from complaints I have urged in his particular to your Excellency, in my memorial of the 26th March. If this, my Lord, is justice, I am perfectly at loss to understand what may be oppression.

this person: they have requested me to stop the sale of the property of this estate provisionally. You are therefore requested provisionally to postpone the sale until further directions.

I am, &c.

(signed) R. J. V. D. Rict.

I immediately gave public notice of the postponement of the sale, which was officially communicated to Mr. Burnett, by the messenger, on Monday the 22d July, about noon.

On the 24th July, the day appointed for the intended sale, Mr. Hart attended at my office, and insisted peremptorily and formally on the execution, which he stated ought to have taken place on the receipt of the other part of the sequestrator's instructions, which had not been revoked, and that the valuation of improvements should be made, and that he should be put in possession of his land forthwith; and I reported, for the information of his Excellency the Governor, on the 29th July, the proceedings I had adopted.

I have the honour now, in requesting his Excellency's reference to my letter, and its enclosures of that date, to state that I felt, as no reference or revocation had been made to the distinct and separate instructions of the sequestrator for the re-occupancy of the farm by Mr. Hart, that those instructions were still intended to remain in force, and that it was my duty to act upon them, and to comply immediately with Mr. Hart's requisition. I did not act, however, entirely on my own judgment, but consulted the opinion of the secretary of the district, whose knowledge of the law, and practice of the colony, entitled his opinion to regard, and he decidedly recommended the measures I adopted. In confirmation of which I annex a letter from Mr. Le Sueur on the subject. I accordingly called on Mr. Burnett to comply with the requisition of Mr. Hart, who I considered had the law and the justice of the case in his favour, under the former conviction that the contract being null it would have been hard and unjust to keep him out of the property which the law had given him the right to reclaim. I should further observe, that although the payment of Mr. Burnett's debts by Messrs. Ebdon and Eaton would discharge the pecuniary claims against him, it could not give force and effect to a contract which had been cancelled by Mr. Burnett's *insolvency*, and of which state of things Mr. Hart was determined to avail himself.

With respect to the persons named to value the improvements, the one, Mr. Retief, was chosen for his knowledge of the local value and expense of building, and the other (from his official situation of field cornet) was the proper person to be employed on the occasion. I am not aware that either of these persons had been under Mr. Hart's control, or receiving benefits at his hands, or that one of them is hostile to Mr. Burnett, and I do not believe this assertion. The parties interested and concerned in the valuation were Mr. Hart and the creditors of Mr. Burnett. The former was satisfied with the selection, and I, as agent to the sequestrator, acted for the latter.

Para. 8. On the following day the district clerk, accompanied by Hart and the assessors, arrived, and in less than one half hour this appraisement was completed, which I could produce one hundred persons to swear could not have been done with justice under one day. Notice has subsequently been given me to quit the premises in twenty-four hours, to leave a habitation built by myself in reliance on the sanctity of an engagement legally cemented, and on the equity and protection of the laws.

The instructions I gave were full and sufficient to obtain every object of justice for the benefit, and to protect the interests of Mr. Burnett's estate. The parties entrusted with the execution of them are answerable for the rest. They acted under solemn oath as to impartiality, &c. and their characters and credit do not justify the impeachment by Mr. Burnett.

With respect to the period fixed in the notice for possession to be given to Mr. Hart of his farm, the right of resumption had been ascertained and declared, and the claim to

repossession was not founded on a sentence, for a compliance with which certain warning is allowed, but it was the demand of a man to be put in possession of his own property, which, after the insolvency of the tenant could not but be considered as illegally occupied and retained by him, and therefore the shortest notice for removal to Mr. Burnett was sufficient and necessary. No inconvenience or injury has, however, resulted to Mr. Burnett, and he is fully aware that the notices served by me were formal and preliminary proceedings, and that his actual ejection; as has been proved by his continued possession, would require further authority, and that no more steps would be taken without further instructions.

Notice had been officially given by me to Mr. Burnett, on the 9th July, that he would be required to quit the farm, which by his insolvency, I informed him, had reverted to its owner; and seventeen days elapsed before further notice was served by the messenger, making a total notice of eighteen days.

Para. 9. Your Excellency will permit me to observe, that if necessity compels the sequestration of my property I hold in this farm, justice prescribes that it should be realized to the best advantage. This can

only be effected by its sale, or the appropriation of the increased rent from the tenant to whom I have underlet it; that increased rent alone would, at the end of the fourth year, amount to no less a sum than three thousand two hundred six dollars, still leaving me the right of paying for my purchase, the sole inducement to the expenditure I have gone to: but to restore it to the said Hart on such remuneration as two Dutchmen, notoriously under his control, award, is so manifest and so barefaced a robbery, that I feel persuaded your Excellency would despise the submission and timidity that concealed from your knowledge so scandalous an outrage upon the right of a British subject.

That Hart is desirous to repossess the farm is notorious; that he has proclaimed his ability so to do many months back is equally well known, and that the sequestrator has in his instructions, by some extraordinary coincidence, squared exactly with Hart's wishes, is now also apparent; but if a transaction, so disgraceful, had ever by accident have originated in higher authority, I am satisfied it is but to expose it to your Excellency, to see it frustrated with the reprehension it merits.

Para. 10. In making this last appeal to your Excellency, I confine myself strictly to the facts of the case, departing in no instance from that propriety of language, which Colonel Bird has pleased to insinuate. I am

capable of disregarding the infamous transaction recited. I have characterized in terms befitting it, not from the slightest want of respect to your Excellency, or due reverence for the exalted station your Excellency holds, but from that irrepressible indignation I feel at finding laws enacted for the protection of the subject so audaciously perverted to his ruin. It is true, my Lord, I could recount some hundred cases of distinct hardship, but as I have uniformly abstained from mixing in any party or political feelings throughout my abode in this colony, with the exception of one poor tribute of approbation to the magisterial conduct of Captain Somerset, and which Colonel Bird laid before the acting governor, very much to my prejudice, and as the long succession of injuries and oppressions I have endured are cause and motive enough for any measures I may pursue to obtain redress, I trust I may not be confounded with those who may merit the rebuke of your Excellency's proclamation of the 24th of May.

Para. 11. I entreat the interposition of your Excellency to rescue me from the effects of such monstrous oppression, and to support

me in my strict determination, not to resign my farm, without the just equivalent, the rights of my creditors, and my own demand. On the contrary, should it be decided that I am still to continue an alien from the protection of the colonial government, at no time to fall within its notice, but for purposes of persecution, and the land in question should be illegally taken from me, then, my Lord, under the solemn conviction that it would be utter folly to attempt any further settlement in this colony, I beg leave to restore to the government the land they have granted me, and respectfully to request of your Excellency a free passage to England, for myself, family, and seventeen witnesses, in such vessel as your Excellency may be pleased to appoint.

I have the honour, &c.

(signed)

*B. Burnett.*

I have the honour to be, Sir, your obedient servant,

(signed)

*Harry Rivers.*

(Examined)

*W. J. M.*

Mr. Hart's farm cannot under any circumstances be sold for the benefit of Mr. Burnett's estate, and Mr. Burnett cannot underlet it, therefore this reasoning is futile.

The facts of the case are not as stated. It is not for me to comment on the language employed by Mr. Burnett, and I believe the remainder of this paragraph has not the slightest foundation in truth.

This paragraph does not require any reply from me.

N<sup>o</sup> 11.

REPORT made by His Majesty's Fiscal to the Commissioners of Inquiry upon the Allegations of Bishop Burnett, respecting the search of his House for the discovery of a Placard.—Evidence of Daniel Lee.

To J. T. Bigge, Esq. and W. M. G. Colebrooke, Esq. His Majesty's Commissioners of Inquiry.  
Gentlemen,

Fiscal's Office, 11th November 1825.

TO comply with your desire, expressed to me in your letter of the 22d ultimo, relative to a statement made by Bishop Burnett to Earl Bathurst, in which he complains of a search that was made in the house in which he resided at Cape Town, for the purpose of discovering the original placard containing the most atrocious accusations against his Excellency the Governor, I do myself the honour, with reference to the report transmitted to the secretary to government by my letter of the 14th ultimo on the same subject, which I am informed has been communicated to you, and in addition to my said report to state, for your information, that the intimacy existing at that time between Bishop Burnett and William Edwards, a prisoner under sentence of transportation, who was suspected to be one of the makers of the placard, joined to my discovery of a copy of a similar placard, apparently made by the same author or authors, *which was written in the very well known handwriting of Bishop Burnett*, and found in the possession of William Edwards, has given rise to the suspicion entertained against Bishop Burnett, and thereby occasioned my application to his Excellency for a search-warrant in the house in which he then resided, and that my suspicion has been most remarkably strengthened by the repeated evidence of Daniel Lee, sworn to on the 9th June 1824.

Having in my said report referred to that evidence as a reason which induced me to make application to his Excellency for a search-warrant in the house wherein Bishop Burnett resided, I thought it requisite, in my letter of the 3d instant, giving cover to the documents intended to be annexed to my report, to redress my mistake; and as I have no doubt but that you will receive his Excellency's communication of my said letter and annexed documents, I take the liberty only to enclose a copy of my list of the annexures, and venture to request your indulgence for not sending you copies of the documents, which it is not in my power to procure without some delay, being unfortunately deprived of the assistance of the clerk employed in copying the same. Respecting the allegation of Bishop Burnett, "that the act of making and publishing the placard should be attributable to a person of the name of Oliver, known in this colony by the name of Jones, and employed in the superintendance of the government works at Cape Town, as well as to another miscreant," I can only say, that no information whatever has been given me which could have justified such suspicion; but that about the time when the solemn evidence of Daniel Lee was required by me, a report most industriously was brought into circulation that the person named Shee, a tailor, residing in this town, who gave information about Daniel Lee, together with another person named William Jones, the town surveyor, apparently alluded to by Bishop Burnett under the fictitious name of Oliver, should have been induced by the high reward offered by his Excellency's proclamation of the 2d June 1824 to give that information. In justice to Mr. Jones, I am obliged to observe, that never any thing transpired which could give rise to the least suspicion of his having associated with Mr. Shee in giving me the aforesaid information, or of his being implicated in any part of the disgraceful affair on which I was inquiring; nor have I been able to come to the knowledge of any more details respecting the author, writer or publisher of the placard than what are stated in the evidence of Daniel Lee.

I have the honour most respectfully to remain, Gentlemen,

Your most obedient servant,

D. Denyssen.

(Copy.)

LIST of Documents to be annexed to the Report of the undersigned Fiscal, dated 14th October 1825, on certain points contained in Mr. Bishop Burnett's Petition to the House of Commons.

No. 1.—AN extract of the instructions for the Court of Justice, containing art. 98. & 99. thereof;—

Showing, that the procurator-general is not bound to obey the orders of government for instituting criminal proceedings, if such orders are contrary to his own persuasion; but that such orders must be obeyed by him when they are given to him through, or confirmed by, any judicial decree of the Court of Justice.

No. 2.—Copy of the decree of personal summons passed on the 19th December 1823, by Messrs. Neethling and Rogerson, commissioned members of the Court of Justice, against Mr. Bishop Burnett;—

Showing, that the order for instituting criminal proceedings against Mr. Bishop Burnett for libel, given to the fiscal by his Excellency the Governor, has been confirmed in the Court of Justice.

No. 3.—Copy of a resolution passed by the Governor and Council of this colony on the 12th February 1715;—

Showing, that the statutes of Netherland India have from that time been introduced, or rather confirmed, in this colony as subsidiary laws, in so far as the same were applicable to the circumstances of this colony.

No. 4.—An extract of the collection of statutes of Netherland India, which was in existence at the time of the resolutions of the 15th of February 1812, containing the conclusion thereof;—

Showing, in how far the Roman laws, therein called *De beschreven keizerlyke rechten*, that is, the collection of Roman laws made and sanctioned by the authority of the Roman Emperor Justinian, are introduced in *subsidium* in Netherland India and in this colony.

No. 5.—An extract of the criminal ordinance passed by King Philip the Second of Spain on the 5th July 1570, for the use of Netherlands, containing part of article 57. thereof;—

Showing, that the judges are thereby ordered to swear that, in punishing crimes, they shall follow the known law of the land, and where the same appears to them deficient, the Roman laws, therein called *De geschreven rechten en wetten*.

No. 6.—An extract of the ordinance for regulating the manner of proceeding in criminal cases, passed by King Philip the Second of Spain on the 9th July 1570, for the use of the Netherlands, containing art. 1. thereof;—

Showing, that the criminal ordinance of the 5th July 1570 has been embodied in the said ordinance as a part thereof.

No. 7.—An extract of the instructions of the 2d July 1785, for the fiscal in this colony, containing article 5;—

Showing, that in the prosecution of criminal cases he is instructed to follow, as much as possible, the ordination just before quoted.

No. 8.—An extract of the Crown Trial, promulgated in this colony on the 4th December 1819;—

Showing, that the said ordination, in so far as the same is not repeated by the Crown Trial, still remains in observance here.

No. 9.—Copy of a letter from His Majesty's Commissioners of Inquiry to the fiscal, dated 26th January 1824.

No. 10.—Copy of a resolution of two Commissioners from the Court of Justice, dated 12th February 1824.

No. 11.—Extract of a letter of Mr. Bishop Burnett to the fiscal, dated 23d March 1824.

No. 12.—Copy certificate of Mr. E. Roberts, dated 10th May 1824.

No. 13.—Copy of a letter of Mr. B. Burnett to the fiscal, dated 15th May 1824.

No. 14.—Copy certificate of Mr. J. Atherstone, dated 26th May 1824.

No. 15.—Copy of a letter written by Mr. B. Burnett to the secretary of the Court of Justice, dated 26th July 1824.

Nos. 9, 10, 11, 12, 13, 14 & 15, are referred to merely with the object to show that the protraction which took place in Mr. B. Burnett's case are owing to himself, and have by no means been vexatious.

No. 16.—Extract of a record held before one Commissioner of the Court of Justice on the 4th June 1825;—

Showing, that the rumour respecting the putting up a most nefarious placard against his Excellency the Governor and Dr. James Barry, on the 1st June 1824, is founded in reality, and that there exists very great analogy between that placard and another placard that has been put up one or two days before against the same Dr. Barry.

No. 17.—Extract of a record held before one Commissioner of the Court of Justice on the 15th June 1825;—

Showing, that a copy of the just-mentioned other placard against Dr. Barry was written by Mr. B. Burnett in his usual handwriting, and that Mr. B. Burnett was at that time upon terms of great intimacy with Mr. Edwards.

*N.B.*—The libels which are annexed to the original records of the 4th and 5th June 1824 are not copied, but fac-similes thereof will be made and transmitted to the secretary to government, if the undersigned is required so to do.

No. 18.—Copy of a record held before the Court of Justice on the 9th June 1824;—

This record contains the sworn evidence of Daniel Lee, wherein Mr. Bishop Burnett is accused of being one of the makers of that nefarious libel which has been posted on the 1st June 1824, and of having proposed the sending of a copy of the same to Lady Charles Somerset.

No. 19.—Copy of the record of a search effected on the 7th June 1824 in one of the apartments in Mr. Lucas's dwelling-house, where Mr. B. Burnett was living at that time.

No. 20.—Copy of the record of a search, effected on the 19th November 1824, in the dwelling-house of Mr. J. Poultney, where Mr. B. Burnett was living at that time.

No. 21.—Copy of a record held before one Commissioner of the Court of Justice on the 20th November 1824, containing the judicial evidence of Mr. D. P. Taylor.

Nos. 17 & 18 are referred to in explanation of § 5 of my report to his Excellency.

(A true copy.) *D. Denysen, Fiscal.*

## DANIEL LEE'S EVIDENCE.

RECORDS held before Walter Bentinck, Esq. Commissioned Member from the worshipful Court of Justice of this Government, respecting a certain defamatory Writing against his Excellency Lord Charles Henry Somerset, mentioned in the Proclamation of the 1st instant.

Wednesday, the 9th June 1824.

Appears before the Commissioner aforesaid, *D. Denyssen*, esq. His Majesty's fiscal, together with the under-mentioned witness, who, being sworn, is interrogated by the fiscal, and answers as follows, through the interpretation of Mr. Murphy, sworn translator.

- Article 1. Your name, age and birth-place? *Daniel Lee*, upwards of twenty years of age, born in Ireland.
2. Are you not a servant to William Edwards, now a prisoner? Yes, I have been his servant for about three months.
3. Are you satisfied with the behaviour of your master towards you? Yes, I was quite satisfied.
4. Has there never been any dispute or dissatisfaction between you and your master William Edwards? No, never.
5. Do you know any thing of an anonymous writing, in which his Excellency Lord Charles Somerset and Doctor Barry were defamed? Yes, I do.
6. When did you first hear of it? The first time I heard of it was when Mr. Edwards was condemned the second time for transportation.
7. How did you become acquainted with it? I came here to the Tronk one night about eight o'clock, with tea for my master, when I found him writing with Mr. Burnett.
8. Did you know then what they were writing? I knew it was some verses about government, but I did not know that night what it was.
9. When did you become acquainted with it afterwards? The next morning I came down about nine o'clock with breakfast to my master; while I was putting the tea-things on the table my master gave me a note, and desired me to take it to Mr. Burnett at Mrs. Lucas's, which I did; when I came to Mrs. Lucas's, a man opened the door, to whom I gave the note. Mr. Burnett then came out of one of the rooms below and went up stairs, while I waited at the door for an answer. Mr. Burnett shortly after came down with a large bundle of papers wrapped up in another paper, but not sealed, desiring me to take particular care, and not to let any of them drop, but to deliver them safely to Mr. Edwards, which I accordingly did. Mr. Edwards then opened the papers, and the first which he took out was the placard concerning Lord Charles and Doctor Barry's wife, which, when he read it, he laughed so loudly as to make me take particular notice of what he read.
10. What did you hear Mr. Edwards read? It was about that the Governor used to be coming the back way of little Doctor Barry's wife.
11. What did Mr. Edwards do with that paper after he received it? I went home with the breakfast things, and when I came back I found Mr. Greig with Mr. Edwards, and they were both employed in reading the paper. Mr. Edwards then spoke to Mr. Greig about putting it up, but Mr. Greig said it was better he wait till his third sentence was passed, which Mr. Edwards then said was very good.
12. Did you not see any other papers on that occasion in the parcel? I saw a paper with a picture on it of an ugly thick man, with a long nose; on the top was written *the wonderful Cape Punch*, and below there was some verses, which I did not read: there was also another picture, which was not finished, in the table drawer, which was the same picture but not so well drawn out. I saw also another paper in the parcel about *Punch*, which looked like printed.

13. Is this the paper you saw? [exhibiting to the witness a pasquinade beginning with the words—*Wonderful Cape Punch.*]

were many other papers which were sent out to different gentlemen in the town whom I do not know, and some of those gentlemen came to the Tronk, and took some of the papers away with them.

14. Did you also see such a paper as this in the parcel?—[exhibiting to the witness another pasquinade beginning with the words—*His Majesty's fiscal.*]

The one paper which had the picture was written like the paper now shown to me, [printed letters], the other paper contained writing in a usual manner; but besides there were many other papers which were sent out to different gentlemen in the town whom I do not know, and some of those gentlemen came to the Tronk, and took some of the papers away with them.

15. What is the name of Mr. Greig's clerk?

This paper I think I brought from Mr. Greig's clerk, whom I supposed had copied it in printed letters for Mr. Edwards, because when I once took a note from Mr. Edwards to Mr. Greig, the clerk opened it, and gave me for answer, "the paper which Mr. Edwards has sent to be copied is not yet done."

16. In your answer to the 11th interrogatory, you mention a conversation between Mr. Edwards and Mr. Greig; what more did you hear on that occasion than what you have already stated?

Mr. Joseph Green.

Mr. Greig then went away and I remained in the room doing one thing or another, which I do not now recollect; during which Mr. Burnett came in and read the paper; Mr. Edwards then told him what Mr. Greig had said about putting the paper up for the passengers, which Mr. Burnett said was very right, but that it would be a good thing to send a copy of it to Lady Charles in a letter.

17. Did you observe on that occasion that William Edwards and Bishop Burnett were on a confidential footing?

Yes, as long as I have known Mr. Burnett, which is not very long, Mr. Edwards and Mr. Burnett always were talking together as two brothers.

18. Were you permitted on those occasions to be always present during the conversation between said persons?

Generally in the evening after the papers had been read by Mr. Edwards and his friend I was present, but sometimes in the day-time; when he used to have very private conversations with any of his friends, he used to tell me that I might leave the room.

19. As you say you had the liberty to hear all those papers read, was any thing said to you about keeping them secret?

Mr. Burnett and Mr. Edwards told me never to speak of any thing that I saw or heard there, and I said "No, that it is no business of a servant to speak out of doors, but to mind his own work."

20. Did not William Edwards say any thing to you about seeking another place in case he might leave this?

No, but I spoke to him about it myself, and he told me I need not be afraid, for that he would take me to New South Wales; that Mr. Ingram owed him (Edwards) a large sum of money, which would more than clear my passage, and that nobody else could prevent my going with him.

21. Was the offensive writing respecting Lord Charles and Doctor Barry, copied by William Edwards, or did he do any thing else with it?

Mr. Edwards copied it; I saw him copy it, and different other gentlemen who came to see him in the evening copied it; but some of them took it away in the evening, and brought it back again in the next morning.

22. Do you know any of those persons?

No, excepting that I have often seen Mr. Witham there, who wears spectacles, and Mr. Whiston, the merchant; Mr. Twaits also, the brewer, used to see every paper that Mr. Edwards had; Mr. Witham always in the day time, but several others, whom I do not know, used to come at night.

23. Do you know Captain Findlay?

Yes, I know him very well, for I used to go to him with messages, but I never saw him in the Tronk at Mr. Edwards's.

24. Do you know who wrote the paper against Lord Charles and Doctor Barry, which you saw in the parcel that you received from Bishop Burnett?

I do not know who wrote it, but the night that Mr. Burnett and Mr. Edwards were reading a paper together, they laughed very much; and the morning that I brought the bundle of papers from Mr. Burnett to Mr. Edwards, he laughed in the same manner, when he saw the paper I speak of, so that I think the paper that they were writing the evening before was the same paper that I brought the next morning to Mr. Edwards from Mr. Burnett; namely, the paper about the Governor and little Doctor Barry's wife.

25. Do you recollect that there was any correspondence on the 31st May last, between William Edwards and others, respecting that writing?

There was on the 31st of last month. I heard Mr. Edwards read the paper about the Governor and little Doctor Barry's wife; he then sealed it up, and told me to bring it, together with a note, to Mr. Greig, which note he said was for some copies of papers. I did so, and when Mr. Greig opened the paper and the note, he read it to some persons who were there, and they all laughed; he then rolled it up in a piece of brown paper, and sealed it, and gave it to me with the copies of the papers I had been sent for. He asked me if I knew what was in the paper, and I told him it was no business of mine. When I was coming down stairs, Joseph Green met me and gave me another paper for Mr. Edwards, which was something about John Bull; it began with "His Majesty's fiscal," for I heard Mr. Edwards read it after I delivered it to him.

26. Did Mr. Greig return you the paper about Lord Charles Somerset and Doctor Barry's wife, without making any alteration in it?

Yes; he made no alteration in the least in it.

27. Was that paper in printed letters, or written in a running hand?

It was printed letters, but they were larger than the paper beginning with "His Majesty's fiscal."

28. Do you know what became of that paper after you brought it back to William Edwards?

I brought the paper to Mr. Edwards about two o'clock. About four o'clock Mr. Greig came, and I heard them speaking about putting it up. Mr. Greig then went away, but he came back at about eight o'clock, when they again spoke of putting it up, and both of them asked me to do it; I did not refuse, but it surprised me, as they never asked me to put up any paper before; but Mr. Greig then said I was too low to put it up, as it might be taken down; on which they sent me to Castle-street for a man who lives there, whose name I do not know, although I heard it, but whom I know very well by sight, and also the house in which he lives. I found him there, and he came down to the Tronk with me. Mr. Greig, Mr. Edwards and he had some conversation, which I did not hear, but I heard them tell him to put it up on the bridge in the passage leading to the large house, on the parade belonging to the merchants: he asked them what time he should put it up, and they said it did not signify, provided he put it up any time before gun-fire in the morning. The man then went away with the paper, and as I had nothing more to do, I went home.

29. Can you describe the tall man who, you say, was to have put up the paper?

Yes; he lives in the house of Mr. Robertson, the upholsterer, and I believe he is a relation, or some friend of his, for I always

have seen him carrying Mr. Robertson's children. He is a tall man, and generally wears a jacket and white trowsers, with an oil'd-skin hat; and that is all I know about it.

30. Did you hear any thing the following day of that paper having been put up and torn down again?

The next morning I heard that it had been put up; it was the common talk of the town; and I afterwards saw the proclamation on the Town-house offering a reward.

31. After the tall man was told to put up the paper, did you receive any orders from Mr. Edwards?

No, not that time; but Mr. Edwards often told me before never to go near any paper that he caused to be put up, because by so doing I might criminate myself.

32. Do you know any thing of this paper? [exhibiting to the witness a written paper beginning with the words, *Offenders and blacklegs.*]

The day after the placard was taken down I saw several people copying it from a card which was stuck up opposite Mr. Hoffman's house, and I copied it from another copy that was copied by one of the men who was standing there. I brought my copy to Mr. Edwards, who scolded me very much for having done so, saying that if such a thing was found on me I should be put into the Tronk, and that I could not get out so easily as the people who put these things up.

33. What became of the copy that you gave William Edwards?

I never saw the copy again which I gave to Mr. Edwards.



34. Were you not in company with R. O'Grady the evening before you were taken into custody, and what conversation had you on that occasion?

The day before I was apprehended I met R. O'Grady in the forenoon, and he asked me to come and take a bottle of wine with him in the evening and talk about our sweethearts. I told him that I had no objection, and that I would if I could. About the dusk of the evening I met him on the Heere Gracht, where he had watched me till I came down from Mr. Edwards's, after dinner. He then took me to a house near Barrack-street, of the sign of the Sun, where he called for a bottle of old wine; whether we had a second bottle I don't know; I was very tipsy, and he was just as bad. We had a good deal of conversation about our sweethearts, and then he asked me if I knew anything about the placard, for if I did know I might be comfortable for life. I said, "I know about the Offenders and blacklegs;" and I then told him all about it, for I know it all by heart; and while I was telling him we both went to the next box to see if any body was listening; and that was all that I recollect that passed between us.

35. Did O'Grady bring you to any place where it was posted up? Perhaps he might, but I don't recollect.

Done at the Cape of Good Hope, day and year as above.

	(signed)	<i>Walter Dentinck.</i>
(In my presence,)	(signed)	<i>J. T. Turgens, Head Clerk.</i>
(A true copy,)	(signed)	<i>W. J. Smuts, Fourth Clerk.</i>
(A true copy,)	(signed)	<i>J. T. Turgens, Head Clerk.</i>
(A true copy,)	(signed)	<i>S. G. Pains, Chief Clerk.</i>

(Examined) *W. J. M.*

N<sup>o</sup> 12.

ANSWER of His Excellency Lord C. Somerset to the Inquiry of the Commissioners, relative to any Order given by the Government to suspend the Proceedings against Bishop Burnett.

His Majesty's Commissioners of Inquiry.

Gentlemen, Cape of Good Hope, 27th October 1823.  
I HAVE the honour to acknowledge the receipt of your letter of the 22d instant, requesting to be furnished with copies of any order or instructions transmitted by the late colonial secretary to the landdrost of Albany, by which the proceedings that had been carried on by Mr. Robert Hart against Bishop Burnett were ordered to be suspended, and in reply to acquaint you, that no instructions to the effect alluded to has ever been given; but on a reference to the records in the Colonial Office, it appears that Mr. Hart having, on the 30th April 1823, complained of dilatoriness on the part of the sequestrator in executing an extent issued by the Court of Justice against the property of Bishop Burnett, this complaint was (as is usually done in such cases) referred to the Court; an extract of whose report was transmitted to the landdrost of Albany, on the 14th August of that year, for his information, as you will perceive from the accompanying copy of the late Colonial Secretary's letter to Mr. Rivers.

I have the honour to be, Gentlemen,

Your most obedient servant,

*Charles Henry Somerset.*

(Copy.)

N<sup>o</sup> 13.

Harry Rivers, Esq. Landdrost of Albany.

Sir, Colonial Office, 14th August 1823.  
I AM directed by his Excellency the Governor to transmit to you, for your information, the enclosed extract of a report from the worshipful the Court of Justice, on the memorial of Robert Hart, complaining of dilatoriness on the part of the sequestrator in executing an extent issued by the Court of Justice against the property of Mr. Burnett.

I have the honour to be, Sir,

Your obedient servant,

(signed) *C. Bird.*

(A true copy.)

*P. G. Brink, Ass' Sec' to Gov'.*

**EXTRACT** of a Letter from the Worshipful the Court of Justice, to his Excellency the Governor, dated 31st July 1823.

WE have the honour to acknowledge the receipt of a letter from the Colonial Office, dated the 22d May last, enclosing copy of a memorial from Mr. R. Hart, complaining of dilatoriness on the part of the sequestrator, in the execution of a sentence obtained in our Court against Mr. Burnett, and also of the summary manner in which the proceedings, in a case instituted against him, as executor to the estate of the late Captain Ellert, have been carried on, for our inquiry and report; in dutiful compliance with your Excellency's desire, we have the honour to state, in elucidation of the first point, that after the sentence mentioned in the memorial had been delivered over for execution, and that the defendant had declared not to possess any property to satisfy it, an action was brought against him before the last Commission of Circuit for ejection from the place let to him by Mr. Hart, on which occasion the sentence in question, although not in any immediate connection therewith, some how or other got combined with that action, and the Commission having ordered the case to lay over for an unlimited time, in order to enable said Burnett to prepare for his defence, an impediment was thereby occasioned to the further proceedings for the execution of that sentence. In the mean time we have the satisfaction to inform your Excellency, with regard to the most important part of Mr. Hart's complaint, namely, the keeping possession of his place by Mr. Burnett, that we have lately given him an opportunity, notwithstanding the suspension of the case by the Commission of Circuit, of regularly obtaining redress, as we have authorized the landdrost and heemraden of Albany, whenever the question of the ejection shall be brought by Hart against Burnett in a regular manner before them, to give such sentence therein as good justice shall require.

(A true extract.)

P. G. Brink, Ass<sup>t</sup> Secy to Govt.

N<sup>o</sup> 14.

**LETTER** of Mr. Rivers, contradicting a Statement made by Mr. B. Burnett, that he had refused to receive a Protest for not admitting his Claim against the Cape Corps for Grass cut from his Estate.

J. T. Bigge, Esq. and W. G. Colebrooke, Esq. His Majesty's Commissioners of Inquiry.

Gentlemen,

Swellendam, 31st October 1825.

I HAVE the honour to acknowledge the receipt of your letter of the 28th instant, enclosing an extract from a statement of Mr. Bishop Burnett, in which he alleges, that after declaring he had no property to offer in payment of a sentence that had been obtained against him by Mr. Hart, but that he had a claim on the commissariat for grass supplied by him to the Cape corps, which would more than cover the amount, I declined receiving this claim on his formally tendering it in payment of the sentence; and I have the honour, in reply to your questions thereon, to state that I do not recollect Mr. Burnett making any such tender to me, as agent of the sequestrator, of his claim on the commissariat in payment of the sentence which had been sent to me for execution, but Mr. Burnett declared to me on oath that he did not possess any property whatsoever, having assigned every thing to Messrs. Ebden and Eaton, to whom he then only acted as agent, which declaration I reported to the sequestrator.

Mr. Burnett has however, on several occasions, stated to me that he had such a claim, which had not been admitted by the officer commanding the Cape corps, or the commissariat, and for the recovery of which he had unsuccessfully instituted proceedings before the Commission of Circuit in October or November 1821, three months previous to his unqualified declaration of possessing no property which he could assign in payment of the sentence in force against him, and under these circumstances a return or report to the sequestrator of such a claim could not be made.

I have no recollection of any such protest as that stated by Mr. Burnett, but if he presented it I could not but have received it, and I am confident it will in such case be found among the documents in the sequestrator's department at Graham's Town.

In reply to the latter part of your letter I have the honour to state, that I recollect Mr. Buisinné, one of the commissioned members of the Court of Circuit in 1822, stating, after having questioned me as to the then state of the proceedings in the sequestrator's department at Graham's Town against Mr. Burnett, that he knew the subject of Mr. Burnett's insolvency had lately been under the consideration of government in consequence of some alleged irregularity, but I do not recollect his stating in what the irregularity consisted.

I beg to state that I have answered your inquiries from memory, not being in possession of any of the documents of the sequestrator's department in Albany.

I have the honour to be, Gentlemen, your most obedient servant,

Harry Rivers.

EXTRACT from a Continuation of Mr. Bishop Burnett's Narrative,  
dated 8th March 1825.

"ALL that I know of his proceedings in this affair was, that a messenger left at different periods three Dutch papers at my house without translations, purporting to be summons to Cape Town, until the landdrost sent for me to propound what he called a sentence in favour of Robert Hart for R.900. It was then explained to me, that unless the money was immediately paid, or property sufficient to cover the amount was placed in the hands of the sequestrator's agent, that I should be declared insolvent, and my estate would be brought to sale. I objected to the excessive harshness and severity of such a proceeding; and also, that as the whole of my property was mortgaged to the firm of Ebdon and Eaton for a considerable claim that house had upon me, there was no property to offer, but that I had a claim upon the commissariat for grass I supplied the Cape corps, which would more than cover the amount, and this I formally tendered. Mr. Rivers the landdrost, without assigning any reason, peremptorily declined receiving this claim in payment, and refused even to allow a protest, I drew upon the occasion, to be deposited with the proceedings."

(A true extract.) (signed) John Gregory.

N° 15.

COPY of the Laws quoted by His Majesty's Fiscal in the prosecution of Bishop Burnett for Libel.

COPY of the Laws quoted by His Majesty's Fiscal in his Report to his Excellency the Governor, upon the legality of the sentence of Banishment pronounced against Bishop Burnett for Libel.

Digest, lib. 47, tit, 10, lex 45.

Hermogemianus, lib. 5, epit.

De injuriâ nunc extra ordinem ex causâ et personâ statui solet. Et servi quidem flagellis casa domini restituntur: liberi vero, humiliores quidam loci fustibus subjiciuntur; cæteri autem vel exilio temporali vel interdictione certâ rei cœercentur. Digest, lib. 47, tit 10, lex 15. § 29.

Si quis libello dato vel principi vel alicui famam alienam insectatus fuerit, injuriarum erit agendum, Papinianus ait.

N° 16.

EXTRACT from the Minutes of the Court of Appeals, altering the effect of an Order that had been given for suspending the execution of Sentences during appeal.

(Copy.)

John Gregory, Esq. Secretary to H. M. Commissioners of Inquiry, &c. &c. &c.

Sir,

Cape Town, Nov. 21st, 1825.

IN compliance with your letter of the 15th instant, I have the honour to transmit herewith to you a translated copy of a letter from the Commissioners of Circuit in the year 1823, to the Chief Justice, which, besides another to the Court conveying the general list of cases brought before them, is the only one which was addressed by them relative to an action tried before them at Graham's Town, against Mr. B. Burnett, to quit the place Doorn Valley, which letter was produced in Court by the Chief Justice, and in consequence whereof an application contained in the letter, which I certified to be true copy, and returned to you by my note of the 11th instant, was made to the Court of Appeals.

I have the honour to be, Sir, your most obedient servant,

(Examined) W. J. M. (signed) D. F. Bennangé, Sec.

(Translation.)

To His Honor Sir J. A. Truter, knt. Chief Justice, &c. &c. &c.

Sir,

Graham's Town, 11th Nov. 1823.

ON the list of Civil Cases which have been tried here are two in which sentences have been given, the one, *versus* Bishop Burnett, for immediate ejection from the place Doorn Valley, with authority to the landdrost to give the necessary assistance; and the other, *versus* P. Retief, to reimburse to government R. 5,000, which he had received too much, and this by *parata executio*, against both of which sentences appeals have been noted.

The landdrost having asked us whether he should, notwithstanding, proceed to execution immediately, we have deemed it best for the sake of precaution, although we conceive it can be done, to ask your advice previously, and have promised him your answer, which we request by the next post, Hart having engaged to wait about three weeks. We have been the more induced to this precautionary measure, as the landdrost has reason to think that Burnett will resist the ejection.

We have the honour to be, with the greatest esteem, Sir, your most obedient servants,

(signed) P. J. Truter,

P. B. Borchers.

(A true translation.)

(signed)

Henry Murphy, Sw<sup>a</sup> Trans.

(Examined) W. J. M.

(Copy.)

To His Excellency the Right honourable General Lord Charles Henry Somerset, Governor and Commander in Chief, and Judge in the Right honourable Court of Appeals in Civil Cases, &c. &c. &c.

My Lord,

Court of Justice, 9th December 1823.

THE Chief Justice having laid before the Court a letter from the Commission of Circuit, dated Graham's Town, 11th November last, requesting that the landdrost of Albany may be informed whether he (the landdrost) be authorized to carry into execution two sentences passed by the Commission of Circuit, the one against P. Retief, for the payment of R. 5,000 to government by *parata executio*, and the other against Bishop Burnett, for ejection from the possession of the place Doorn Valley, the property of Mr. Hart, in both of which cases the parties have respectively noted an appeal.

We should not have hesitated, in concurrence with the opinion of the Commission, to have forwarded to the landdrost an answer in the affirmative, namely, "that according to the existing laws of this colony, the landdrost is fully authorized to proceed in the execution of both the sentences pronounced by the Commission of Circuit against said P. Retief and B. Burnett, saving the right of both the defendants to prosecute their appeal before this right honourable Court for Civil Cases;" but we have been prevented from so doing, in consequence of being informed by the sequestrator, that he has an order of this right honourable Court not to carry into execution any sentence of our Court against which an appeal has been noted, without a special authority from this right honourable Court.—To this order we have hitherto dutifully submitted, but in which respect however the interests of justice render it necessary in the present case to inform this right honourable Court, that, according to the colonial law, it is beyond all doubt that appeal does not suspend execution, except in definitive sentences appealable by law, and in interlocutory sentences having the force of definitive ones; but that in all other cases, where appeal is noted, the execution of the sentence goes on till the judge in appeal has admitted the appeal, and on that occasion found good to issue a special order that the execution shall not go on: and as both the cases in question from their nature are not appealable without a special admission from this right honourable Court, and as, with regard to the sentence against Retief, the right of government to *parata executio* would thereby be entirely frustrated, while the non-execution of the sentence of ejection against Burnett would leave him in the possession of another's property, whereto he has no longer any right, and which, as appears from the retro acts of our Court, would be thereby exposed to total destruction, besides that said Burnett does not appear to possess any means to make indemnification, we therefore deem it our duty respectfully to request this right honourable Court, that the unlimited order not to proceed in the execution of any sentence pending appeal, may be restricted to such cases as are unquestionably appealable by the colonial laws; and that all other cases shall take their usual course, saving the competency of this right honourable Court in any extraordinary case to admit an appeal; and to issue such orders respecting the execution of the sentence in the interim as may be deemed meet. This would fully answer the ends of justice for all parties, without occasioning the smallest attain to the authority of this right honourable Court.

We have the honour to be, my Lord, your Excellency's most obedient humble servants,

The Chief Justice and Members of the Court of Justice.

(signed) J. A. Truter.

By order of the Court, (signed)

D. F. Bennangé, Sec.

(A true copy.)

(signed) D. F. Bennangé, Sec.

(Examined) W. J. M.

(Copy.)

EXTRACTED from the Minutes of the Court of Appeals for Civil Cases.

ON the 10th day of December, in the year of our Lord 1823.

" *Burnett, Appellant, versus Hart, Respondent.*

" On appeal from a sentence of the Commission of Circuit, bearing date 6th November 1823, whereby the lease was decreed to be annulled, and the farm to be evacuated, and the defendant, now appellant, condemned in the Costs."

It is hereby ordered, that the sentence of the Commission of Circuit in the above cause, dated 6th November 1823, be forthwith carried into execution, notwithstanding the appeal lodged against the same.

(A true copy.)

By absence of the Secretary, (signed) *J. P. Surrurier, Head Clerk.*  
(Examined) *W. J. M.*

(Copy.)

To R. J. Van der Riet, Esq. Sequestrator.

Sir,

Court of Appeal's Office, 2d December 1822.

IN reply to the question you asked me in this office, as to the execution of sentences, when they have been appealed from, I communicated the same to his Excellency the Governor for his opinion, when he informed me, that no sentence of the Court of Justice should be carried into execution pending the appeal without his special order, as judge of that Court.

I am, Sir, your obedient servant,

(Examined)

*W. J. M.*

(signed)

*Thomas Rowles, Sec.*

N° 17.

LETTERS of the Sequestrator, in explanation of his communications with Mr. Eaton, respecting Bishop Burnett's offers to his Creditors.

(Copy.)

R. J. Van der Riet, Esq. Sequestrator.

Sir,

Colonial Office, 15th August 1822.

MR. B. BURNETT, who resides in the vicinity of Graham's Town, having lodged a complaint before his Excellency the Governor, against certain proceedings which had been carried on against him by the landdrost of Albany, acting under directions from you, I am directed to call upon you for a clear statement of the whole of this case.

His Excellency will require to know where the suit was carried on, which caused the sentence which was sent to the landdrost to execute? What the precise sentence was? Whether, when the landdrost was directed to stop the sale of Mr. Burnett's effects, in consequence of Messrs. Ebdon and Eaton having undertaken to pay the pecuniary demands against him, it was discretionary with him to stay that part of the sentence which directed Mr. Hart to be put in possession of his farm then held by Mr. Burnett? Whether it is usual in cases of dispossession to give time to the party to remove, or whether he should be forced to remove at the shortest notice? And whether in the appointment of persons to appraise the value of the repairs and additions made to the farm held by Mr. Burnett from Mr. R. Hart, the landdrost was bound to call upon Mr. Burnett to name one, and Mr. Hart the other assessor? Or whether his instructions were to nominate the fittest persons in his judgment?

I have the honour to be, Sir, your obedient servant,

(A true copy.)

*P. G. Brink, Ass<sup>t</sup> Sec<sup>y</sup> to Gov<sup>t</sup>.*

(signed)

*C. Bird.*

(Copy.)

Lieutenant Colonel Bird, Colonial Secretary, &amp;c. &amp;c. &amp;c.

Sir,

Sequestrator's Office, 19th August 1822.

I HAVE received your letter of the 15th instant, and in order to be prepared to reply to it, I have sent by the last post to the landdrost of Albany, a copy of this letter, requesting to explain the subject, for his Excellency's complete information.

In the mean time, I have the honour, by anticipation, to state for his Excellency's information, that towards the close of last year, and in the beginning of this, two sentences have been

been given against Bishop Burnett, viz. one on account of J. R. Klerck, (99.) for R. Hart, to the amount, independent of the interest from 8th March 1821, R. 905. costs R. 200. 6. 4. and one on account of John Devenish, of R. 75. 4. costs R. 16. 4. 2; that said Burnett being called upon by the landdrost to whom these sentences had been transmitted, in order to obtain payment or security, declared not to be possessed of any thing, and that the goods he sells are the property of the firm of Ebden and Eaton, for whom he was agent.

This report having been received, I sent for Mr. Eaton, the only gentleman of the firm present, and acquainted him with Burnett's declaration. Mr. Eaton then stated that said Burnett was no agent, but a debtor to them for goods sold to him to the amount of R. 6,000. but which debt is now reduced to about one half; that he had no objection to the man's whole property being sold, *ad opus jus habentium*, in case he received his own by preference; whereupon then also I seized Burnett's estate as insolvent, and desired the landdrost to have it publicly sold.

That notice of sale has been given, but without my knowing whether the sale has actually taken place. The said Mr. Eaton has requested me by letter to desist from the sale, since he would find means of arrangement with Burnett's creditors for payment to be made at fixed periods, which declaration I have communicated to the landdrost, with which also I trust he has complied.

Though I am not sufficiently acquainted with the terms of hiring and letting between said Burnett and Mr. Hart, it is in general certain that a contract made for a term of years is *sacred*, provided the renter pays regularly. In case of any improvement of the property, made with the consent of the latter, the money so laid out is to be refunded to the renter at the expiration of the term, the valuation of it should be made by a master carpenter and mason.

But if the renter has made alterations, without the consent of the owner, he is not entitled to recover; on the contrary, he can be obliged by the owner to restore the property to the state he received it in.

I have not been able to give positive instructions to the landdrost respecting the property so rented, not being sufficiently acquainted with the merits of the question.

I am obliged still to add, that in my official capacity, I can only execute sentences in pecuniary matters, while all acts of letting, removal, &c. belong to the respective offices of justice.

Trusting to have therefore satisfied your wishes, I have the honour to be, Sir, &c

(signed) R. J. V. D. Riet.

(A true copy.) P. G. Brink, Ass<sup>t</sup> Sec<sup>y</sup> to Gov<sup>t</sup>.

(Translation.)

(Copy.) Harry Rivers, Esq. Landdrost, &c. &c. &c.

Sir,

Sequestrator's Office, 28th June 1822.

IN a conference with Mr. Eaton, of the firm of Ebden and Eaton, I have discovered, as appears from the annexed documents, that Bishop Burnett is not the agent of this firm, but that he stands indebted to the firm for R. 4,000 and upwards, and therefore all the goods which are in his possession are his own property; you are therefore requested not to take any notice of Mr. Burnett's suggestions, but arrest all his property, under whatever title, to sell the same, and transmit me the net proceeds thereof. Respecting the land belonging to Mr. Hart, rented by Mr. Burnett, he had no right to let to another person, as it must return to the possession of the owner; it is evident that the improvements made on the place by Burnett must be made good, subject to taxation by impartial persons, and which must be deducted from the claim on Burnett.

I have, &c.

(signed) R. J. V. D. Riet, Seq.

(A true copy.) P. G. Brink, Ass<sup>t</sup> Sec<sup>y</sup> to Gov<sup>t</sup>.

(Translation.)

(Copy.) Henry Rivers, Esq. Landdrost, &c. &c. &c.

Sir,

Sequestrator's Office, 12th July 1822.

THE firm of Ebden and Eaton, as principal creditors of the insolvent estate of Bishop Burnett, feeling inclined to discharge the debts of that man, they have requested that the sale of his effects may be provisionally postponed; you are therefore requested to postpone the sale until further orders.

I have, &c.

(signed) R. J. V. D. Riet, Seq.

(A true copy.) P. G. Brink, Ass<sup>t</sup> Sec<sup>y</sup> to Gov<sup>t</sup>.

N° 18. - - - - -

**Sequestrator's ACCOUNT of the Liquidation of Bishop Burnett's Estate,  
for the approbation of**

(Translation.)

**ACCOUNT of the Liquidation of the immovable Property in the District of Bathurst  
of Bishop Burnett,**

	<i>R. sc. st.</i>	<i>R. sc. st.</i>	<i>R. sc. st.</i>
<b>The Government :</b>			
Five per cent of the amount sold ; viz - - -	519 6 4	-	519 6 4
<b>The Sequestrator :</b>			
Attendance at the taking of the inventory, holding sale, and forming of the account - - - - -	-	-	6 - -
<b>The Head Clerk :</b>			
For framing the inventory, and registering and cancelling this account - - - - -	-	-	4 5 -
<b>The Messenger :</b>			
Three appointments and attendance - - - - -	-	-	3 - -
<b>His advances :</b>			
Hire of tables, benches, and announcing sale - - - - -	-	-	2 4 -
<b>Advances made by the Sequestrator :</b>			
Advertisements in the Gazette - - - - -	-	36 4 -	-
Agio on the stamps for the vendue bills - - - - -	-	- 4 -	-
Extract from the Debt Register - - - - -	-	1 4 -	-
Postage - - - - -	-	87 2 -	-
Binding the papers - - - - -	-	3 - -	-
Several advances - - - - -	-	4 2 -	-
Advertisement respecting inspection of documents - - - - -	-	15 - -	-
D <sup>o</sup> - d <sup>o</sup> sentence to be pronounced - - - - -	-	10 - -	-
<b>Advances by the Agent at Graham's Town :</b>			
Premiums to the highest bidders at the sale of the " Erven " - - - - -	R.50 - -	-	-
Handbills - - - - -	10 - -	-	-
Horse hire - - - - -	15 - -	-	-
Stamps to handbills, conditions of sale, and vendue roll - - - - -	6 2 -	-	-
The messenger, hire of tables, benches, and for announcing sale - - - - -	5 - -	-	-
	-	86 2 -	-
Arrears of land rent paid to the receiver - - - - -	-	21 3 2	-
	-	-	215 5 2
<b>Advances of Stamps :</b>			
Stamps for the liquidation account - - - - -	-	-	- 2 2
<b>Balance in hand to be paid out</b> - - - - -	-	<i>R.</i> 491 7 2	4,431 4 4
<b>Costs as on the credit side</b> - - - - -	-	<i>R.</i> 4,923 4 -	-

Thus formed and closed, after having been examined and compared with the documents in support hereof, and found in all points to agree.—Office of the Sequestrator, at the Cape of Good Hope, the 15th December 1824.

- N° 18.

and his proposed distribution of the Proceeds, submitted by the Sequestrator  
the Court of Justice.

and Graham's Town, as also of the movable Property, appertaining to the Insolvent Estate  
sold "in execution."

		R. <i>sc. st.</i>	R. <i>sc. st.</i>
1824 :			
March 22.	BY amount of the vendue roll, accounted for 3d July 1824		38 - -
23.	D <sup>e</sup> of the sale of the Erf, bought by P. Louw for A. P. de Villiers, J. S. and paid in ready money, also accounted for on 3d July 1824		75 - -
	D <sup>e</sup> of the Erf, bought by W. Cock and W. Lee, for R. 4,550, whereof the first instalment has been paid and accounted for 3d July 1824		1,516 5 2
	Whereas the 2d and 3d instalments amount to	3,033 2 4	
	From which is to be deducted nine per cent	273 - -	
			2,760 2 4
April 15.	By amount of the sale held at this place		533 4 -
			R. 4,923 4 -

(signed) R. J. V. D. Riet, Sequestrator.

(A true translation.) (signed) H. F. Hohné, Sw<sup>a</sup> Trans.

(A true copy of the translation.) (signed) John Gregory, Sec.



(Copy.)

(Translation.)

PROPOSED Distribution formed by the Sequestrator of the insolvent Estate of Bishop Burnett, sent from this colony, and submitted for approval to His Honor the Chief Justice and the Members of the worshipful the Court of Justice of this Government, whereby it will appear, that after a deduction of the usual expenses as stated in the Account of Liquidation, amounting to R. 491. 7. 2. a balance of R. 4,431. 4. 4. still remains to be distributed amongst the respective creditors, and by preference to

	R.	sc.	st.
Robert Hart, as per sentence on his account, for two years rent of a place	1,200	-	-
Expenses paid to Advocate Joubert, as per his account	200	6	4
Also paid Cloete for the prosecution	200	-	-
Whereas the remaining sum of	2,830	6	-
ought to be received by the firm of Ebden and Eaton, who claim the remainder of a registered bond amounting to	R. 3,960	1	-
Paid to government for the chart	60	4	-
To the notary Cadogan for notarial acts	14	4	-
Interest on R. 3,960, from 30th August 1820, to 30th March 1825, four years and seven months	1,089	-	-
In all	5,194	1	-
And whereas they only received	2,830	6	-
Thus falls short	2,293	3	-
Makes the above balance	R. 4,431	4	4

	R.	sc.	st.
In payment of which they received the second and third instalments of a bond, amounting to, as per liquidation account	2,760	2	4
And in cash	70	3	2
Cash as above	R. 2,830	6	-

Whereas it is left to the option of the following Creditors, who are the losers by this distribution, to take such steps as they may deem meet.

	R.	sc.	st.
Robert Hart, on his account for the sale of cattle	1,067	-	-
The firm of Ebden and Eaton, as before stated	2,293	3	-
J. C. de la Harpe, as per account	17	4	-
John Devenish, as per sentence	754	-	-
Mr. C. Brand salary account in this case	16	4	2
Anthony Watering, as per bill negotiated	R. 34	5	-
Edward Haley, as per account	278	6	4
George Smets d°	2,109	-	-
D. Lewis d°	67	3	-
Thomas Bainbridge d°	25	-	-
Christopher Harward d°	64	4	-
Edward Haley d°	367	-	-
Deficient	R. 7,061	1	-

Thus done and formed at the office of the sequestrator at the Cape of Good Hope, the 15th December 1824, and submitted for approval the 22d January 1825.

(signed) R. J. V. D. Riet, Sequestrator.

(A true translation.) (signed) H. F. Hohnt, Sw<sup>o</sup> Trans.

(A true copy of the translation.) (signed) John Gregory, Sec.

N<sup>o</sup> 19.EVIDENCE of sundry Persons, taken before the Commissioners of Inquiry,  
respecting the Judicial Proceedings against Mr. Bishop Burnett.

Mr. Le Sueur - - - - -	pp. 157 & 158
Mr. Eaton - - - - -	- 158 & 160
Mr. Borchers - - - - -	- - 160
Mr. Van der Riet, late sequestrator - - - - -	- - 161
Mr. Van der Riet, junior - - - - -	- - 162

(Copy.)

Cape Town, 10th October 1825.

Mr. *Jacobus Johannes Le Sueur*, examined.

WERE you secretary to the district of Albany in the year 1821?—I was.

Do you recollect an action that was brought by Mr. Hart against Bishop Burnett, for the recovery of a sum of nine hundred rix dollars?—I do; the action was brought upon a book debt.

Do you know whether Bishop Burnett received the ordinary notice that is issued by the Court of Justice, to appear and answer to the action?—Yes, he did.

Do you know whether he appeared to the action?—No, he did not, for judgment was given by default against him, on his failure to appear upon the fourth summons.

Have you reason to know that the four summonses were duly served by the messenger of the district of Albany upon Bishop Burnett?—I conceive that they were, though I cannot say so; but the Court of Justice will not grant a default against a defendant, unless it appear by the return of the messenger that the preceding citations have been duly served upon him.

Before the sentence was put in execution, were any other citations necessary?—No citations would be necessary; the warning (*sommatie*) and *renovatie* (renewing) which are required to be served upon two separate days.Have you any reason to doubt that these forms were duly observed, in the case of *Hart v. Burnett*?—Not in the least.

Do you think that the citations were served in the English language upon Bishop Burnett?—I have no reason to doubt it, for it is a standing regulation in the Court of Justice, in cases of English defendants.

Do you know whether an execution was issued and enforced against Bishop Burnett in this action?—I do; it was sent up to Major Jones, then the landdrost of the district, who consulted with me respecting the business that he had to perform as agent to the sequestrator. According to the usual course of proceeding, Bishop Burnett was sent for, to declare what property he was possessed of, to cover the amount of the sentence. I was present when he declared, that he was not possessed of any property; Major Jones was not satisfied with this declaration, but told him, that in case that he should refuse to make an inventory of his property, he should be obliged to send a commission to ascertain it. Bishop Burnett then produced an assignment of his property to the firm of Messrs. Ebdon and Eaton, merchants, of Cape Town, together with a general power of attorney from the firm, to administer the property for their benefit.

Major Jones by my advice sent back copies of these documents to the sequestrator, together with Bishop Burnett's declaration.

Was this declaration taken upon oath?—This is not usually observed, but in this instance the declaration on oath was required by the sequestrator to be taken, and the documents were sent back to Albany for the purpose; whether Burnett did take the oath or not, I am not certain, but it will appear from the documents in the sequestrator's office.

I rather think that Burnett took the oath before the landdrost (Mr. Rivers.)

In the year 1821, two sentences were passed by the Commission of Circuit against Bishop Burnett to considerable amounts, one being for R.3,000, and the other for a higher sum. These sentences could not be put into execution in consequence of the declaration before mentioned.

Some time after these circumstances had occurred, Mr. Hart applied to have the execution of his sentence enforced, and Mr. Rivers, who had succeeded Major Jones, called upon Mr. Burnett to provide for payment of the sentence, or that his insolvency would be declared. B. Burnett availed himself again of the assignment, a copy of which, with his declaration,

was transmitted to the sequestrator. Shortly afterwards a declaration of Bishop Burnett's insolvency from the sequestrator appeared in the Cape Gazette, and the creditors were called upon to give in their claims against the estate. The two sentences before mentioned were handed to Mr. Rivers, as agent to the sequestrator. I heard since that Mr. Eaton had proposed some arrangement to the sequestrator, by which he was induced to suspend the proceedings of insolvency, and Bishop Burnett was allowed to continue in the administration of his estate.

Do you recollect an action that was brought by Mr. Hart against Bishop Burnett, for ejecting the latter from an estate that he had rented of Hart?—This action was brought by Hart against Bishop Burnett, before the Court of Circuit in the year 1822. Mr. Hart alleged the insolvency of Burnett as a ground for claiming re-possession of the estate. Burnett replied, by stating that he was not in possession of the documents necessary to prove his case, and time was allowed him by the Court for that purpose.

Were you present in the Court at Graham's Town on this occasion?—Yes, I was.

Do you recollect whether any remarks were made by Bishop Burnett upon the illegality of the declaration of his insolvency?—I do not recollect that there were.

Did either of the members of the Commission make any observations upon this point?—I recollect that Mr. Buissinné said that he did not consider the declaration of insolvency to be legal, in consequence of the want of the list of claims against and in favour of the estate.

Was this action brought on again before the Court in the year 1823?—It was.

Were you present when it was brought forward?—No, I was not. I was in Cape Town when the circuit was at Graham's Town.

Did you ever hear of any declaration that was made upon this trial by one of the creditors of Bishop Burnett, that he was not only a bankrupt, but a fraudulent bankrupt?—I heard that such a declaration was made, and that it was referred by the Commission of Circuit to the landdrost for investigation. The case was, I believe, brought on by him before the Court of Justice in the year 1824, and I have heard that it was determined by the Court that the judgment should be postponed until the estate should be liquidated by the sequestrator.

Did you ever inform Bishop Burnett, or advise him, that the rent for the place that he had hired of Hart was not payable, and could not be sued for till the expiration of the term of the lease?—It had been recommended to Bishop Burnett to apply to me for information as to his proceedings at law. I felt it my duty to afford him this information, and upon cursorily perusing the contract or lease from Hart to him, I observed that amongst other defects that I found in it the period of payment of the rent was not fixed, but I did not tell him that no action could be maintained upon it. I only saw him on this occasion, and have not spoken to him since upon the subject.

(signed) J. J. Le Sueur.

(A true copy.) John Gregory, Sec.

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Mr. Le Sueur, re-examined 30th October 1825.

Do you recollect whether Mr. B. Burnett ever tendered to you any sum of money in payment of rent due to Mr. Hart in the year 1822?—Mr. Burnett never tendered to me any money in payment of the rent. He once came into my office at Graham's Town, and told me that he was going to pay the rent due to Hart, and asked me whether I would undertake to receive it in case he should bring it to me, and pay it over to Hart, and whether I said that I would, or whether I refused to do it, I am not positive, but I never saw him on the subject again.

Who would, according to the regular course of proceeding, have received the rent, in case the money had been really tendered?—I had nothing to do with it as secretary to the district. If I had received the money it would have been a favour conferred either upon Burnett or Hart.

Do you know whether Hart had brought an action for the rent at that time?—I know that he had not. Hart brought the action for rent in 1823.

(signed) J. J. Le Sueur.

(A true copy.) John Gregory, Sec.

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Cape Town, 12th October 1825.

Richard W. Eaton, Esq. examined.

I believe that you have had some commercial transactions with Mr. Bishop Burnett?—I can hardly call them commercial, for they consisted of pecuniary advances made to himself,

self, in consequence of the introduction of Mr. Johnstone, then the agent victualler at Simon's Town, and of the respectability of the house of business upon which he drew at Vauxhall, (the house of Sir Robert Burnett & Co.)

Were these advances of any great amount?—I first cashed Bishop Burnett's bill for 150*l.* which was paid. I also made advances to him, altogether amounting to the sum of 4,000 rix dollars.

Was any assignment made to your house by Bishop Burnett of the property that he possessed in the district of Albany?—An assignment was executed in our favour some time in the year 1821, but it was applied for in the month of August 1820. It was stated to be an assignment of all his property of every description; and he afterwards received a power of attorney from me to administer the property on our account. At the time we obtained this assignment from Bishop Burnett he had not received his grant of land; but upon our stating the circumstances to Sir Rufane Donkin, he ordered the grant to be made out, with a view to encourage the advances of money to settlers on the security of their lands. The grant of land, consisting of 1,100 acres, was made, and mortgaged to me; but owing to a neglect on the part of the law agent that I employed, it was passed and registered, but not being in presence of two commissioners of the Court of Justice, it was not available to the full extent it would have been if it had been properly executed.

Do you recollect the circumstance of Bishop Burnett being declared insolvent by the sequestrator, and did you prefer your claims to him?—I recollect the circumstance, and sent my account into the sequestrator's office.

Did you make any proposal to the sequestrator, with a view of coming to an arrangement with Bishop Burnett's creditors?—There is a letter of mine in the sequestrator's office, in which, in consequence of an application from Mr. Burnett that the sale of the estate would be prejudicial to the interests of all parties concerned, I stated to the sequestrator that, as principal creditors of Mr. Burnett, our house would consent to a postponement of the sale.

Do you know whether the sequestrator agreed to postpone the sale in consequence of your letter?—I do not know what steps were taken by him.

Do you know whether he had ever rendered any account of the debts that were due by him and of his credits?—I understood that there was such an account in the office.

Do you recollect whether, amongst the debts due to him, he had enumerated one that he claimed of the commissariat for green forage supplied to the Cape cavalry?—I do not know whether it was enumerated in the list of debts and credits, but he has often mentioned to me in his letters that such a debt was due, and that Captain Somerset had promised to procure the payment of it.

Had you ever any opportunity of judging whether, at the period of Bishop Burnett's declared insolvency, he really was so or not?—I never had any satisfactory opportunity of knowing the amount of his property, or the debts against it. I have heard that the house in England upon which he had drawn, in payment to me in the sum of 150*l.* had honoured some other drafts as well as my own.

Did he continue to draw upon that house?—I believe he did; but I had understood from my partner, Mr. Ebdon, and other sources also, that the house in England refused to make advances to him.

Then for the advance you made you took the landed security?—I did.

Were your advances to him considerable?—They amounted to upwards of 4,000 rix dollars, independent of the bill of 150*l.* sterling, which was included in the security, as it was not then known whether it would be paid or not.

Of what articles did these advances consist?—Of furniture, bought in town for him, six chests of tea, and the remainder in cash.

Had you any reason to believe that Bishop Burnett brought to this colony any goods or merchandize that he might turn to account?—None of any consequence that I could ever discover.

Have you any reason to know that the cash advances that you made to him were employed in the improvement and cultivation of his estate?—I am entirely ignorant as to the appropriation of them.

Did he ever act for your house as a commercial agent?—I cannot say he did, further than that the tea was shipped to his order, and I charged him commission upon the whole account. Some correspondence also passed upon the probable proceeds of some sugar that I wished to dispose of at the time; but Bishop Burnett was never employed as our agent, except under the power of attorney that I have mentioned.

Do you imagine that the publication of the insolvency of Bishop Burnett was in any respect detrimental to his interests, or excited his creditors to prefer their claims against him?—I never thought so, as I was not aware that he ever had any creditors except myself to any considerable

considerable extent. He represented to me that Mr. Hart and another person were his creditors, but not to a considerable amount, compared with my own.

Are you aware that Bishop Burnett ever disposed of the property or of his furniture before the sale of his estate?—I know, from the returns of the sequestrator, that the furniture that was shipped by me to him, and which I conceived to have been covered by the security he executed in my favour, was in the hands of some person at Algoa Bay, who claimed it as his property; and as a schedule of the personal property that he had mortgaged to me was not attached to my security, I had no means of disproving the claim or asserting mine.

Have you ever had an opportunity of knowing, or being informed, of the grievances of which Bishop Burnett complained, either as arising from the acts of the government or the judicial departments?—He was in the habit of indulging a vehement tone of accusation against many individuals of the government, but I know nothing of the merits of the grievances of which he complained but from himself.

Can you state the subject of these grievances?—The non-payment of the forage account was a principal ground of complaint, and he seemed to think that he had been deceived in a promise of payment by Captain Somerset, who had in the first instance been disposed to treat him with kindness. He complained very much also of being declared insolvent, and also of the obstruction that he met with from the local authorities.

Do you believe that Bishop Burnett was an industrious man?—I believe that he certainly was.

Had you ever any meeting or correspondence with Bishop Burnett's creditors, with a view to induce them to postpone the sale of the estate?—I never had.

(signed) *R. W. Eaton.*

(A true copy.) *John Gregory, Sec.*

Cape Town, 20th October 1825.

*Richard W. Eaton, Esq. re-examined.*

Do you recollect whether, upon the publication of Mr. Burnett's insolvency in the gazette, you made any proposition to the sequestrator that you would become security for such bills as Mr. Burnett would draw upon his friends in England, in favour of his creditors?—I may verbally have stated to the sequestrator that Mr. Burnett might draw bills in favour of his most pressing creditors, and that the proceedings against him might be staid until the result of the reference to England should be known; but the contents of the letter that I addressed to the sequestrator will explain the exact terms of the proposition that was made on our part.

Did you ever write to Bishop Burnett, informing him, or giving him reason to believe, that the creditors who pressed him would be disposed to take his bills upon London?—No, certainly not.

Then do you think that the sequestrator must have misunderstood your conversation with him, when he says that you undertook or would undertake to settle with Burnett's creditors?—Decidedly so, I think.

Were you acquainted with the proceedings that were instituted by Mr. R. Hart against Bishop Burnett, for the recovery of a debt due to him?—I had no personal knowledge of these proceedings, but they were mentioned to me by Mr. Burnett in some of his letters, and also by Mr. Cloete, the advocate of Mr. Hart.

It has been stated that the securities that were placed in your hands by Bishop Burnett, were so placed with a view to protect Burnett from the unjust severity of Hart's proceedings; will you state if such were the case?—Certainly not to my knowledge, but I cannot say what Bishop Burnett's view might have been.

(signed) *R. W. Eaton.*

(A true copy.) *John Gregory, Sec.*

(Copy.)

Cape Town, 13th October 1825.

*P. B. Borchers, Esq. examined.*

I believe that you were one of the commissioners of the Court of Justice who performed the circuit in the year 1823?—I was, and Mr. Truter was the other.

Do you recollect the trials of several causes at Graham's Town, in which Bishop Burnett was plaintiff and defendant?—I do.

Was it known to you at the time, or was it admitted, that Bishop Burnett had been declared to be insolvent?—It did appear, upon the documents exhibited on the trial, that Bishop Burnett had been declared insolvent by the sequestrator. The Cape Town Gazette, of

of the 13th and 27th April 1822, were produced, in which it appeared that the creditors of Bishop Burnett were requested to send in their claims upon his estate.

Were you informed at the time that the declaration and proceedings of insolvency had been declared to be irregular by the Commission of Circuit in the year 1822?—Not further than what was stated to us by Burnett himself. Upon referring to the proceedings, we found that the Court had adjourned the question of Burnett's insolvency, and the contract upon which the action was brought, upon a declaration of the landdrost that he knew that a correspondence had taken place. The Court, therefore, gave time to Burnett to produce his proofs, but we did not find any recorded declaration of the irregularity of the insolvency. The same action that had been suspended by the Commission of Circuit in the year 1822 was brought before us in 1823, and we thought it right to give it the preference over the others. Burnett opposed this; but he was informed by the Court, that they adhered to their determination of taking the case of ejectment first, and the Court resolved that they would not give their decisions upon any of the cases till they had heard all of them. Upon referring to the original list of the causes, which were nine in number, and after hearing the parties upon the nature of them, the actions were consolidated, and reduced in number to six.

Did you proceed to investigate the case of ejectment in the first instance?—We did.

Did it involve the question of the insolvency of Burnett?—Not altogether: it chiefly turned upon the terms of the contract itself, which, although in themselves ambiguous, were explained by a certificate of the notary by whom the contract was drawn, and proved that the rent was payable at the end of every year. This rent having fallen into arrear, and the defendant also having been declared insolvent, we decided that the contract was annulled.

Did Burnett make any defence or produce any documents by which a doubt was thrown upon the question of his insolvency?—He read a long memorial, containing a great deal of abuse, not only of Hart the plaintiff, but of the government generally, and also of the sequestrator. We endeavoured, but in vain, to stop him, and we afterwards thought it our duty to submit this defence to His Majesty's fiscal, that he might make such use of it as he deemed necessary. Burnett produced no documents to disprove his insolvency.

Did he state in the course of his defence that he was possessed of ample property wherewith to pay his debts, and that he then had a claim upon the commissariat for green forage, that would more than cover the principal demand of Hart?—I refer to his written defence upon this subject, but I do not recollect that he did make the allegation alluded to.

Did the Court consider that from the proceedings of the sequestrator there was sufficient ground to conclude that Bishop Burnett was insolvent?—Certainly so.

(signed) P. B. Borchers.

(A true copy.) John Gregory, Sec.

(Copy.)

Cape Town, 20th October 1825.

Mr. R. J. Van der Riet, late sequestrator, examined.

Do you remember the case of Mr. Bishop Burnett?—I do.

What were the first circumstances that brought it before you?—Two sentences against him, either from the Court of Justice or the Court of Circuit, were sent to my office for execution.

What steps did you take in consequence?—I transmitted them to Major Jones, who was then landdrost of Albany. Upon being summoned, Mr. B. Burnett declared upon oath, both before Major Jones and Mr. Rivers, that he was possessed of no property whatever, and that he had assigned all that he had over to Messrs. Ebdon and Eaton of Cape Town.

What steps did you take when that declaration was returned to you?—I sent for Mr. Eaton to my office, and informed him of the declaration that Mr. Burnett had made. He said that he held a mortgage upon all Mr. Bishop Burnett's property, and that Mr. Bishop Burnett had a power of attorney from him to hold the property for his (Mr. Eaton's) benefit, to remit the proceeds to him with an annual account, as well as a power to sell such goods as Mr. Eaton might consign to Burnett from hence. Mr. Eaton requested me also to stop the proceedings against Mr. B. Burnett, saying that he would write to him to furnish bills upon his friends in England, which he Mr. Eaton would indorse for the purpose of arranging with his creditors. He said that he would write to Mr. Burnett on the subject, and let me know the result.

Did he inform you of the result of his communication, and what was it?—In about two or three months afterwards Mr. Eaton came to my office, and said that Mr. Burnett had declined the proposal that had been made to him.

Were these conversations with Mr. Eaton reduced to writing?—No, they were not.

Upon what ground did you proceed to declare, in the first instance, that the estate of Bishop Burnett was insolvent?—Upon the letters of the landdrost, Major Jones, in which he stated that Mr. B. Burnett had declared on oath that he was possessed of no property. I was then entitled to consider Mr. Bishop Burnett as insolvent.

Did you ever request Mr. Rivers (the landdrost) to stay proceedings against Mr. B. Burnett, in consequence of the intimation you received from Mr. Eaton?—I did inform the landdrost that Mr. Eaton had made a proposition respecting Mr. Bishop Burnett, and I desired him to stay the proceedings.

Had Mr. Eaton informed you of the unsuccessful result of his application to Mr. B. Burnett, previous to the arrival of the Commission of Circuit at Graham's Town, in the month of October 1822?—I think that he informed me of it before that time.

Did Mr. Eaton inform you that it was not his wish to press the sale of Bishop Burnett's estate?—He did.

Amongst the documents relating to Bishop Burnett's insolvency, I perceive a letter addressed by him to you, under date June 1822, in which he states his expectation that his creditors would be satisfied with the bills that he offered to draw upon England in their favour, and mentions to you a claim that he had upon the commissariat for grass forage delivered to the Cape cavalry. Did you ever propose to B. Burnett's creditors, either to take the bills that he offered to draw upon England in their favour, or did you ever inquire into the claim that he alleged to have upon the commissariat?—I referred his proposal to the landdrost on the 21st August 1822, with directions to him to submit it to the creditors at Graham's Town. I also wrote to the landdrost on the same subject, the 13th September 1822, but I did not make any specific inquiry into his claim upon the commissariat.

Did you not conceive that if Bishop Burnett's claim against the commissariat was good, it would have been more than sufficient to pay one of the creditors who was suing him?—Mr. Bishop Burnett never transmitted to me any documents in support of his claim upon the commissariat, and I therefore could not find out whether it was just or not. The landdrost of Albany never mentioned to me that Bishop Burnett had produced to him the demand that he had upon the commissariat.

When you found, from communications with Mr. Eaton, that Mr. B. Burnett would not consent to draw bills upon England, did you give orders to the landdrost of Albany to proceed in the execution of the sentences against him?—No, I did not. I waited for the result of the proceedings of the Commission of Circuit, who were ordered by the Court of Justice, in consequence of a memorial (that Mr. Hart had presented to the Governor, and that was referred to them) to take cognizance of the business. I never received an answer upon the subject, but I heard that the Court had made some resolution respecting it.

(signed) *R. J. Van der Riet*, late sequestrator.

(A true copy.) *John Gregory*, Sec.

Cape Town, 21st October 1825.

Mr. *R. J. P. Van der Riet* examined.

I believe that you acted as secretary to the Court of Circuit in the year 1822?—I did.

Who were the commissioned members of the Court upon that occasion?—Mr. Bentinck and Mr. Buissinné.

Do you recollect the causes between Mr. Hart and Mr. Bishop Burnett that were tried at Graham's Town in that year?—Yes, I do.

Do you recollect whether it was mutually agreed to postpone the action for a conspiracy to drive Bishop Burnett from the farm Doorn Valley?—I believe it was.

Did the plaintiff, Bishop Burnett, read the statement that is inserted in the records of this action?—I believe he did.

Do you recollect the other action that was brought before the Court by Mr. Hart for cancelling a lease that he had granted to Bishop Burnett?—I do.

Were the records of that action made by yourself, and do they contain a true account of all that took place upon this occasion?—Yes, they do.

Did Mr. Hart submit to the Court the declaration of insolvency of Bishop Burnett, that had been made by the sequestrator in the public gazette, as one of the grounds for ejecting him from the farm?—Yes, he did; he exhibited a Cape gazette, in which the advertisement of Bishop Burnett's insolvency was contained.

Did the defendant, Burnett, make any allegations or dispute the fact of his insolvency?—Burnett alleged that he was not insolvent, and called upon the landdrost, Mr. Rivers, to declare what he knew respecting it. Mr. Rivers said that there had been a correspondence between

between the sequestrator and himself respecting the insolvency, and that all the papers had been sent to him.

Was any other evidence called for or produced?—No, there was not.

Did the Court, upon this evidence, decide that the case should be postponed?—It did; and as the papers were in town, that there had not been sufficient time for Mr. Burnett to prepare his defence.

Are you aware of the existence of any resolution of the Court by which the declaration of Bishop Burnett's insolvency was deemed to be irregular?—I do not recollect such a declaration by the Court of Circuit.

Do you think that if such a declaration had been made you must have either heard or known of it?—Certainly, I should.

Did Bishop Burnett make his allegation in writing in the case of *Burnett v. Hart*?—He did; and it is inserted in the minutes of the proceedings.

(signed) *R. J. P. Van der Riet*

(A true copy.) *John Gregory, Sec.*

(Examined) *W. J. M.*

N<sup>o</sup> 20.

RECOMMENDATORY LETTER from the Under Secretary of State, brought from England by Mr. Bishop Burnett.

COPY of the Grant made to him of 1,014 acres in the Albany District.

(Copy.)

General the Right honourable the Lord Charles Somerset,

My Lord, Downing-street, London, 30th November 1819,

THIS letter will be delivered to your Lordship by Mr. B. Burnett, who proceeds to the Cape of Good Hope, with the view of settling there; and I have received Earl Bathurst's directions to desire, that your Lordship will cause a grant of land to be made to Mr. Burnett, proportionate to the means which he may be able to satisfy your Lordship that he possesses for bringing it into cultivation.

I have the honour to be, my Lord,

Your Lordship's most obedient humble servant,

(signed) *Henry Goulburn.*

(A true copy.) (signed) *S. G. Paink, Chief Clerk.*

(Copy.)

BY his Excellency Major-General Sir Rufane Shawe Donkin, Knight, Commander, of the most honourable and military Order of the Bath, acting Governor, and commanding in chief His Majesty's forces at the Cape of Good Hope, &c. &c. &c.

I DO hereby grant, on perpetual quit-rent, unto Mr. *Bishop Burnett*, a piece of five hundred and seven morgen, and three hundred and twenty-six square roods of land, situated in the district of Uitenhage, on the Koure River, in the vicinity of Graham's Town, extending N. W. contiguous to lands requested by Francis Fynn; N. and N. E. to an extensive tract of unoccupied grazing country; S. W. to lands granted to Robert Hart, and the Graham's Town mountains; and S. E. to lands located by Mr. Carlisle and his party of settlers, as will further appear by the diagram framed by the surveyor; on condition of his locating seven persons forthwith on this land, and completing the number to ten as early as he can procure them from Cape Town, and on his punctually paying, or causing to be paid, at the expiration of every twelfth month from the date of these presents, unto the receiver-general of land revenues, the sum of five rix dollars; and be bound (according to the existing laws of this settlement) to have the boundaries properly traced out, and the land brought into such a state of cultivation as it is capable of, within the first three years; the land thus granted being further subject to all such duties and regulations as either are already or shall in future be established respecting lands granted under similar tenure.

Given under my hand and seal, at the Cape of Good Hope, this 11th October 1820.

(signed) *R. S. Donkin.*

(Seal of office.)

By his Excellency's command, (signed) *H. Ellis.*

(A true copy.) *John Gregory, Sec.*

(Examined) *W. J. M.*



## N° 21.

COPIES and TRANSLATIONS of the four Citations served upon Mr. Bishop Burnett in the year 1821; with copies of Mr. Bishop Burnett's replies to each Citation.

The Answers of Mr. Burnett attached to the original Returns of the Messenger are all in Mr. Bishop Burnett's hand-writing.

— 1. —

(Copy.)

Gerechts Bode,  
DAGVAARD namens my ondergetekende Advt. ageerende voor Johan Rynhold Gerhardus Klerk, in qualiteit als gemagtigde van Robert Hart, voor den Hoog Edelen Actbaren Heer Hoofd Justicier, Mr. Johannes Andreas Truter, ridder, benevens den Edele Achtbare Rade van Justitie over de volkplanting van de Kaap de Goede Hoop, en den resorts van dien, &c. &c. &c. tengens donderdag die zyn zal den 8 Maart 1821, des voor middags 9 uren,

Bishop Burnett,  
omme te hooren eyschen en concludeeren tot betaling eener somma van negen honderd en vyf rix dollars, met de renten van deeze *a tempore moræ vel saltem litis contestata*, tot de volle en effecteeve voldoening tot C. E., zynde zoo veel de ged<sup>e</sup> op eene specifieke rekening schuldig is op deeze Eysch te autwoorden en voort te procederen als naar styl.

Exploicteer lever translaat dezer en relateer, &c.

(signed) J. A. Joubert, Advt.

Kaap Stad, 9 February 1821.

(Translation, Copy.)

Messenger of the Court,  
SUMMON in the name of the undersigned Advocate, acting for Johan Rynold Gerhardus Klerk, in his capacity as agent to Robert Hart, before His Honor the Chief Justice Mr. Johannes Andreas Truter, knight, and the worshipful members of the Court of Justice of the colony of the Cape of Good Hope, and the dependencies thereof, &c. &c. &c. against Thursday the 8th March, 1821, at nine o'clock in the morning,

Bishop Burnett,  
in order to hear claim made and concluded for the payment of a sum of nine hundred and five rix dollars, with the interest *a tempore moræ vel saltem litis contestata*, to the full and effectual liquidation thereof, *cum expensis*, being so much the summoned is indebted on a specific account; to answer thereto, and further to proceed as usual.

Summon, deliver translation of this summons, and relate, &c.

(signed) J. A. Joubert, Adv.

Cape Town, 9 Feb. 1821.

(A true translation) H. F. Hohné, Sw<sup>a</sup> Trans.

(Copy.)

Op Heden, den 19 Feb. 1821.  
HEB ik my vervoegd by en ten presentie van B. Burnett en het geannexeerde to autwoorde bekomen.

Verklaare dit geannexeerde door B. Burnett in my presentie te zyn geschrere.

Grah. Stad, 19th Feb. 1821.

(signed) J. M. Cromhout.\*

(Translation, Copy.)

THIS 19th day of February 1821, I repaired to the house, and in the presence of B. Burnett, and received the answer hereunto annexed.

I do declare that the annexure was written in my presence by B. Burnett.

Graham's Town, 19 February 1821.

(signed) J. M. Cromhout,†

(A true translation) H. F. Hohné, Sw<sup>a</sup> Trans.

\* Mr. Burnett will forthwith send a power of attorney to an advocate in Cape Town to defend the action brought against him by Robert Hart. Mr. Burnett does not owe the said Hart the amount of the money claimed; nor is there any money due to said Hart until the month of July 1821

† Mr. Burnett will forthwith send a power of attorney to an advocate in Cape Town to defend the action brought against him by Robert Hart. Mr. Burnett does not owe the said Hart the amount of the money claimed; nor is there any money due to said Hart until the month of July 1821.

— 2. —

(Copy.)

Gerechts Bode,

DAGVAARD namens my ondergetekende advocaat, ageerende voor Johannes Rynhold Gerhardus Klerk, in qualiteit als gemagtigde van Robert Hart, voor den Hoog Edelen Achtbare Heer Hoofd Justicier, Mr. Johannes Andries Truter, ridder, benevens den Edele Achtbaare Rade van Justitie over de volkplanting de Kaap de Goede Hoop en den resorte van dien, &c. &c. &c. tegens donderdag die zyn zal den 5 April 1821, des voor de middags 9 uren precies,

Bishop Burnett; gedee,

omme eerst en vooraf het tegens hem de 8 Maart, S. L. verleende eerste default te purgeeren, en daarna *de novo* te hooren eyschen en concludeeren tot de betaling eener somma van negen honderd en vyf ryxdaalders, met de renten van dien *a tempore moræ vel saltem litis contestatæ*, tot de volle en effecteeve voldoening toe, *cum expensis*.

Exploicteer, relateer, an geef translaat deeze.

(signed) J. A. Joubert, Adv.

Kaap Stad, 9 Maart 1821.

(Copy.)

Grahamstad, den 17 Maart 1821.

HEBBE ik ondergetekende Gerechts Bode my vervoegd ter woon plaats en wel ter presentie van B. Burnett, en naar hem volgens deze geannexeerde citatie behoorlyk gedagvaard hebbende, gaf der zelve my tot antwoord het geen hy my in Engels per papier inhandig.

Het welke relateere.

Datum ut supra.

J. M. Cromhout, Gerechts Bode\*.

(Translation, Copy.)

Messenger of the Court,

SUMMON in the name of the undersigned advocate, acting for Johannes Rynhold Gerhardus Klerk, in his capacity as agent to Robert Hart, before His Honor the Chief Justice, Mr. Johannes Andreas Truter, knt. and the worshipful Court of Justice of the colony of the Cape of Good Hope and the dependencies thereof, &c. &c. against Thursday the 5th April 1821, at nine o'clock in the morning precisely,

Bishop Burnett; summoned,

first, to purge the first default granted against him on the 8th March last, and afterwards *de novo* to hear claim made, and concluded for the payment of a sum of nine hundred and five rix dollars, with the interest on the same, *a tempore moræ vel saltem litis contestatæ*, to the full and effectual liquidation, *cum expensis*.

Summon, relate, and deliver translation hereof.

(signed) J. A. Joubert, Adv.

Cape Town, 9th March 1821.

(A true translation.) H. F. Hohné,  
Sw<sup>n</sup> Trans.

(Translation, Copy.)

Graham's Town, 17th March 1821.

I, the undersigned Messenger of the Court, have repaired to the house, and in the presence of B. Burnett, and after having duly served on him the annexed summons, received the reply, which he handed to me on paper in English.

Which I relate.

Datum ut supra.

(signed) J. M. Cromhout, Mess<sup>r</sup> †.(A true translation.) H. F. Hohné,  
Sw<sup>n</sup> Trans.

\* The answer of Mr. Burnett to the second summons presented him is similar to the first; viz. that Mr. Hart's claim does not amount to nine hundred rix dollars, and that it is not due by agreement until the latter part of the ensuing July 1821.

† The answer of Mr. Burnett to the second summons presented him is similar to the first; viz. that Mr. Hart's claim does not amount to nine hundred rix dollars, and that it is not due by agreement until the latter part of the ensuing July 1821.

— 3. —

(Copy.)

Gerechts Bode,

DAGVAARD namens my ondergetekende advocaat, ageerende voor Johan Reynhard Gerhardus Klerk, in qualiteit als gemagtigde van Robert Hart, voor den Hoog Edelen Achtbaren Heer Hoofd Justicier, Mr. Johannes Andreas Truter, ridder, en Edele Achtbare Rade van Justitie over de volkplanting van de Kaap de Goede Hoop en den resorte

431.

(Translation, Copy.)

Messenger of the Court,

SUMMON in the name of the undersigned advocate, acting for Johannes Reynhard Gerhardus Klerk, in his capacity as agent to Robert Hart, before His Honor the Chief Justice, Mr. Johannes Andreas Truter, knight, and the worshipful Court of Justice of the colony of the Cape of Good Hope and the dependencies thereof, &c. &c. &c. against

X 3

Thursday

resorte van dien, &c. &c. &c. tegens donderdag die zyn zal den 14 Junij 1821, des voor de middags 9 uuren precies,

Bishop Burnett,

omme eerste en vooraf de tegens hem den 8 Maart en 5 April, I. C. verleende 1<sup>e</sup> en 2<sup>e</sup> default te purgeeren, en daar na *de novo* te hooren eyschen en concludeeren tot betaling eener somma van negen honderd en vyf ryxdaalders, met de renten van dien, *a tempore mora vel saltem litis contestatae*, tot de volle en effecteeve voldoening toe C. E. zynde zoo veel den gedaagde aanden principale eischen blykens specifieke rekening wel en wettig debet is.

Op den eisch te antwoorden en voort te procederen als naar styl.

Zynde aan de geds<sup>e</sup> by exploit deesse translaat inhandigd.

Exploicteer, lever translaat en relateers.

J. A. Joubert, Adv.

Kaap Stad, 6 April 1821.

(Copy.)

Heden den 23 April 1821.

HEB ik ondergetekende gerechts bode my vervoegd ter woon plaats en wel ter presentie van Bishop Burnett, naar hem volgens dese geannexeerde citatie behooryk gedagvart hebben, gaf der zelve my tot antwoord in Engels, dese in leggende brief.

Het geene relateere.

Grahamstad, datum ut supra.

(signed) J. M. Cromhout,  
Gerechts Bode\*.

\* Mr. Burnett's answer to Mr. Hart's summons is once again, that Mr. Hart's claim is not due, and that it exceeds what is owing him by Mr. Burnett.  
23d April 1821.

† Mr. Burnett's answer to Mr. Hart's summons is once again, that Mr. Hart's claim is not due, and that it exceeds what is owing him by Mr. Burnett.  
23d April 1821.

— 4. —

(Copy.)

Gerechts Bode,

DAGVAARD namens my ondergetekende advocaat, ageerende voor Johannes Rynhold Gerhardus Klerk, in qualiteit als gemagtigde van Robert Hart, voor den Hoog Edelen Achtbare Heere Hoofd Justicier, Mr. Johannes Andreas Truter, ridder, benevens de Edele Achtbare Rade van Justitie over de volkplanting de Kaap de Goede Hoop en den resorte van dien, &c. &c. &c. tegens donderdag die zyn zal den 26 July 1821, des voor de middags ten 9 uuren precies,

Bishop Burnett,

omme te zien dienen van intendit.

Exploicteere, lever translaat, en relateere, &c.

(signed) J. A. Joubert, Adv.

Kaap Stad, 15 Junij 1821.

Thursday the 14th June 1821, at nine o'clock in the morning precisely,

Bishop Burnett,

principally to purge the 1st and 2d default, granted against him on the 8th March and 5th April last, and afterwards *de novo* to hear claim made and concluded for the payment of a sum of nine hundred and five six dollars, with the interest thereon, *a tempore mora vel saltem litis contestatae*, until the same be fully and effectually liquidated, C. E. being the amount which the summoned is truly and lawfully indebted to the principal, as per specific account; to answer on the claim, and further to proceed as usual.

A translation having been delivered to the summoned at the serving of the summons.

Summon, deliver translation, and relate.

(signed) J. A. Joubert, Adv.

Cape Town, 6th April 1821.

(A true translation.)

(signed) H. F. Hohné, Sw<sup>a</sup> Trans.

(Translation, Copy.)

THIS 23d day of April 1821, I, the undersigned messenger of the Court, have repaired to the dwelling and in the presence of Bishop Burnett, and after having as usual duly served upon him the annexed summons, he gave me a reply in English, as per enclosed letter, which I relate.

Graham's Town, datum ut supra.

(signed) J. M. Cromhout,  
Messenger †.

(A true translation.)

(signed) H. F. Hohné, Sw<sup>a</sup> Trans

(Translation, Copy.)

Messenger of the Court,

SUMMON in the name of the undersigned advocate, acting for Johannes Rynhold Gerhardus Klerk, in his capacity as agent to Robert Hart, before His Honor the Chief Justice, Mr. Johannes Andreas Truter, knight, and the worshipful Court of Justice of the colony of the Cape of Good Hope, and the dependencies thereof, &c. &c. &c. against Thursday the 26th July 1821, at nine o'clock in the morning precisely,

Bishop Burnett,

to see the intendit served.

Summon, deliver translation and relate, &c.

(signed) J. A. Joubert, Adv.

Cape Town, 15th June 1821.

(A true translation.) H. F. Hohné,  
Sw<sup>a</sup> Trans.

(Copy.)

Heeden den 5 July 1821.

HEB ik ondergetekende gerechts bode my vervoegd ter woon plaats en wel ter presentie van de Heer B. Burnett, den zelve volgens deeze geannexeerde citatie behoorlyk gedagvaard hebbende, gaf my tot antwoord deese in leggende brief in Engels geschreeven.

Het geene relateere.

Datum ut supra.

(signed) *J. M. Cromhout,*  
Gerechts Bode\*.

(Translation, Copy.)

I, the undersigned messenger of the Court, have this day, the 5th July 1821, repaired to the dwelling, and in the presence of Mr. B. Burnett duly served on him the annexed citation, who gave me as a reply the enclosed letter, written in English.

Which I relate.

Datum ut supra.

(signed) *J. M. Cromhout,*  
Messenger†.  
*H. F. Hohné,*  
Sw<sup>o</sup> Trans.

(A true translation.)

\* Mr. Burnett, in utter ignorance of the laws of this colony, at an immense distance from Cape Town, and with no advocate to support his cause, can only repeat that Mr. Hart's claim is not yet due.

He protests, therefore, against these proceedings on the part of Mr. Hart, as excessively vexatious, oppressive and unjust.

Mr. Burnett has expended upwards of two thousand pounds upon Mr. Hart's premises!— what sort of a man must he be, who, without the least offence, dispute or misunderstanding, would harass such a tenant for nine hundred dollars not due, and certain to be paid?

Morden, near Graham's Town, July 5, 1821.

† Mr. Burnett, in utter ignorance of the laws of this colony, at an immense distance from Cape Town, and with no advocate to support his cause, can only repeat that Mr. Hart's claim is not yet due.

He protests, therefore, against these proceedings on the part of Mr. Hart, as excessively vexatious, oppressive and unjust.

Mr. Burnett has expended upwards of two thousand pounds upon Mr. Hart's premises!— what sort of a man must he be, who, without the least offence, dispute or misunderstanding, would harass such a tenant for nine hundred dollars not due, and certain to be paid?

Morden, near Graham's Town, July 5, 1821.

N<sup>o</sup> 22.

REPORT of the President and Directors of the Lombard Bank, upon Bishop Burnett's application for a Loan in 1823; with Mr. Eaton's Answer respecting the valuation of his Land.

To His Majesty's Commissioners of Inquiry.

Gentlemen,

Lombard Bank, 21st November 1825.

IN reply to your letter of the 18th instant, requesting us to inform you whether, amongst the records of the Lombard or Discount Banks, there exists any valuation of the estate of Mr. Bishop Burnett in the district of Albany, upon which he had solicited, or it had been agreed by the directors to advance him a sum of money, and the amount of such valuation; we have the honour to acquaint you, that no other document of that description exists in these departments, except such as is comprised in the three several letters written to us by Mr. Burnett himself, on the subject of his application for a loan upon the property in question, copies of which we have the honour to transmit herewith for your information; and at the same time to acquaint you, that no answers were returned to these letters, in consequence of our having been in the course of personal communication with Mr. Burnett's agent, Mr. Eaton, at the time, who, we were informed, transmitted the necessary information to Mr. Burnett. We have the honour further to acquaint you, that the reason Mr. Burnett did not receive the required loan from the Lombard Bank was, first, that the state of its funds did not admit of it at the time; and, secondly, that owing to his name having appeared in the gazette as insolvent, we did not consider ourselves authorized to grant it.

We have the honour to be, Gentlemen,

Your most obedient servants,

(signed) *J. Marshall,* President.  
*G. Hellaasdorp,* Dir.

(Copy, No. 1.)

To the President and Directors of the Bank, &amp;c. &amp;c. &amp;c.

Gentlemen,

Graham's Town, 22d April 1823.

TO my application to the Governor for the loan of a sum of money to facilitate my progress in the erection of a tile and earthenware manufactory, Colonel Bird has communicated his Excellency's answer, of which the following is an extract:—

"You have his Excellency's best wishes for success, as he cannot doubt the great utility such a manufacture will prove to the colony; but his Excellency regrets that he cannot further your wish to obtain a loan of money, as the power of lending the public money rests solely with the president and directors of the bank, under certain regulations, and his Excellency doubts not but they will readily afford you the assistance you solicit, if you can offer them the security required by the instructions which bind them."

As I feel persuaded, if the obstacle to my obtaining this loan was considered insuperable by the colonial secretary, he would at once have discountenanced any hopes I might have entertained on the subject, I am led to imagine, from the kind expressions of his Excellency, that he rather wishes I should be able to surmount it.

This obstacle, Gentlemen, I presume is the condition of my affairs, which I still trust, when thoroughly explained to you, will not be found so formidable as might be supposed. Mr. Eaton, of Cape Town, holds a mortgage on my property for R. 6,000, which, I can arrange with that gentleman to discharge for R. 4,620, and the sequestrator has sentences against me to the extent of R. 4,100 more, making an aggregate of R. 8,720. Whatever course proceedings instituted against me by Mr. Robert Hart, for the recovery of a farm I hold of him, may take, this sum will be materially diminished; and, if a proposition I have to make Mr. Eaton should be acceded to, a still further reduction will follow, by which I may venture to make my application for a loan with an incumbrance on my property not exceeding R. 5,000.

The object of this application, Gentlemen, is to discharge this incumbrance, so that I can tender for your security a convertible estate, certainly of three times the value of the loan required.

The property in question is admitted to be the most valuable of any in this district, from its immediate vicinity to Graham's Town, and the developement of its resources by my expenditure, industry and perseverance, and the improvements I now have in hand, must, when completed, treble its present value.

I have the honour to be, Gentlemen, your obedient servant,

(signed) *B. Burnett.*(A true copy.) *J. C. Giedes, Bookkeeper, L<sup>d</sup> Bank.*

(Copy, No. 2.)

To the President and Directors of the Lombard Bank.

Gentlemen,

Kloof Cottage, Graham's Town, 1st July 1823.

I BEG leave to refer you to my letter of the 22d of April last, requesting a loan upon my landed property, and to solicit your answer thereon.

In addition to the particulars then stated, I have further to communicate, that in the event of such advance being made, Mr. Eaton will cancel and deliver up the mortgage he holds upon my property.

I am not aware of any other obstacle to the fulfilment of my wishes in this respect; or that I am less eligible than Captain Campbell, or any other person, to receive a loan upon my property from the government: the publication of my name in the Cape Gazette as insolvent being notorious an act of illegality, and consequently of heavy responsibility to all the parties concerned in promoting it.

I have the honour to be, Gentlemen, your very obedient servant,

(signed) *B. Burnett.*(A true copy.) *J. C. Giedes, Bookkeeper, L<sup>d</sup> Bank.*

(Copy, No. 3.)

Sir,

Graham's Town, 26th August 1823.

IN the application I made to the bank of which you are president, for a loan of money upon my place, under a very erroneous impression that this assistance could be claimed as a matter of right, I was led to adopt a style of language probably not altogether to be expected from a suitor. Having since discovered my mistake, I beg leave to apologize for it, as a matter of course, without the most distant idea of influencing your determination upon the application itself.

Having

Having just received a letter from Mr. Eaton, in which he says that the bank cannot advance any loans at present; I take this occasion to add, that my property was at my own request considerably undervalued; and that, every circumstance considered, no application of the kind was ever submitted to your body involving more motives for your favourable and early consideration than the one I have laid before you.

I have the honour to be, Sir, your obedient servant,

(signed) B. Burnett.

(A true copy.) J. C. Giedes, Bookkeeper, Lombard Bank.

The Commissioners of Inquiry, &c. &c. &c.

Gentlemen,

Berg-street, 24th November 1825.

IN answer to the note I had the honour to receive from you on the 2d instant, inquiring whether it is within my recollection that I exhibited to the President and Directors of the Lombard Bank any valuation of Mr. Burnett's estate in Albany, and if so, what was its amount, I beg to state, that in July 1823 Mr. Burnett enclosed to me a survey of his estate, made, I believe, by the district surveyor, with the landdrost's certificate (of its value, I presume) appended.

This document, I have no doubt, was either exhibited or transmitted by me to the directors of the bank; and as I am unable now to find it amongst my papers, I should have concluded it would be found in the possession of the bank, had I not been otherwise assured by the directors.

I regret that I cannot recollect the value stated in the certificate.

I have the honour to be, Gentlemen, your most obedient servant,

(signed) R. W. Eaton.

N<sup>o</sup> 23.

COMMUNICATIONS and Evidence respecting the supply of Green Forage to the Troops on the Frontier.

- (A.)—Proceedings held before the Court of Circuit at Bathurst, October 1821.
- (B.)—Letters from Mr. Johnstone to the Commissioners of Inquiry, dated 3d & 31st October 1825.
- (C.)—Lists of Persons who supplied Green Forage in 1820, 21, 22, 23 & 24.
- (D.)—Copy of Mr. B. Burnett's receipt for R. 220 for 44 loads of Grass.
- (E.)—Copy of Mr. B. Burnett's letter to Lt Col<sup>l</sup> Scott, dated 2d November 1822.
- (F.)—Major Fitzroy's letter to the Commissioners of Inquiry, dated 25th October 1825.
- (G.)—Copy of Mr. Johnstone's letter to Mr. Rogerson, dated 18th October 1825.
- (H.)—Copy of Mr. Johnstone's letter to Mr. Rogerson, dated 8th August 1822.
- (I.)—Letter from Major Dundas to the Commissioners of Inquiry, dated 25th November 1825, respecting trespasses of the Cape Corps Cavalry.

(A.)

PROCEEDINGS held before the Court of Circuit at Bathurst, in October 1821, in the case of *Bishop Burnett* versus *Captain Stuart*.

CLAIM for the value of Forage cut from Mr. Burnett's Land for the use of the Cape Corps.

(Copy.)

EXTRACT from the Civil Record held before the Commission of Circuit in the Country Districts.

Tuesday, 23d October 1821.

Present, F. H. Bresler and J. C. Fleck, Esquires, forming the Commission of Circuit in the Country Districts, holding their Session at the Drostdy of Bathurst.

WAS, &c.

The Commission, &c.

Upon the conclusion of the civil roll, the district clerk, Mr. Onkroydt, stated, that previous to the arrival of the Commission he had received a letter from Bishop Burnett, requesting

requesting to summon Captain Stuart of the Cape Corps, to appear before the Commission, without, however, having acquainted him with the cause; in consequence of which, he had summoned Captain Stuart, who is in attendance.

That he not knowing why Captain Stuart had to appear here, did not bring this case on the list; but that B. Burnett had since informed him, that it was his intention that Captain Stuart should be summoned before the Commission to show cause why he should not be condemned to grant a certificate for 256 loads of grass, cut from his land by the Cape Corps cavalry.

The district clerk further applied for instructions how to act in this case, whereupon it was resolved, that this case should be added to the civil list, and be further entered into to-morrow.

Actum, Bathurst, die et anno ut supra.

(signed) F. R. Bresler,  
J. C. Fleck.

In my presence. (signed) J. T. Turgens, Sec.

(True extract and translation.) (signed) George Dyason, District Clerk.

(Examined) W. J. M.

(Copy.)

EXTRACT from Proceedings held at Bathurst, before the Commissioners of the Worshipful Court of Justice, forming the Court of Circuit in the year 1821.

Wednesday, the 24th October 1821.

Present, J. R. Bresler and J. C. Fleck, Esquires, forming the Commission of Circuit in the Country Districts.

According to the Decree of yesterday was brought forward the Case of *Bishop Burnett*, Plaintiff, for a delivery of a Certificate for 256 loads of Grass, contra *Captain Stuart*, of the Cape Corps, Defendant in said Case.

Plaintiff, to prove his claims, states, that on taking possession of my grant of lands, I found that the government waggons were in constant practice of drawing grass from it. The reply to several remonstrances and messages was at length brought me by a serjeant of the Cape cavalry from Captain Somerset,—that the horses must have grass, and Mr. Burnett should be paid for any quantity taken from his premises.

In consequence of this assurance the foragers were never again molested by me, but continued still to supply themselves from my land.

A few days prior to Captain Somerset's departure from the district, I applied to him on the subject, when he promised to leave a certificate for 166 loads (the quantity then taken) with the commissary. Captain Somerset having unfortunately omitted this, I wrote to him by Mr. Francis, a gentleman following him on his route, who overtook him at Hassagay Bush. To this gentleman he expressed his regret at the omission, and sent by him a promise that the certificate should certainly be sent to me by some person returning to Graham's Town. Having waited a considerable period without tidings from Captain Somerset, I addressed him on the subject to Cape Town. In consequence of this letter remaining unanswered I preferred a complaint to the Governor, on his arrival at Graham's Town. His Excellency expressed his determination that I should be paid, and desired his aid-de-camp to accompany me to the commissariat, to ascertain the merits of my application. Mr. Johnston admitted his belief that the greater part of grass consumed by the cavalry was taken from my land, and his utmost willingness to pay me on my producing the necessary voucher for his so doing.

I now applying to Captain Stuart, the commander of the regiment, for a certificate for 300 loads, actually counted by myself, and received in reply a certificate for only 44 loads, with a declaration that, after making the minutest inquiry, he found that to be the utmost quantity taken from my land.

It became absolutely necessary to submit the case to the commander on the frontier, which I lost no time in doing; Major Jones, however, declined to enter into it, as the sum claimed placed it without his cognizance, and informed me that my only mode of proceeding would be to bring it before the Court of Circuit.

In reference to the minute inquiries made by Captain Stuart, I beg leave to impress upon the Court the utter impracticability of eliciting any thing bordering on truth from a body of Hottentots, so far interested in concealing it as a certain punishment would, in their apprehension, await its disclosure; a fact so manifest, that Mr. Markham, His Excellency's aid-de-camp, admitted in the presence of the commissary that my chance of remuneration would be a very remote one indeed, if it depended upon such testimony; and I am prepared to make oath, not only to having counted 300 loads taken from my land, but also to the fact, of

no non-commissioned officer ever having accompanied the Hottentot foragers—two instances to the contrary only excepting.

Plaintiff now requests that his evidence may now be examined,—

*William Morgan*, 22 years of age, born in England, servant to plaintiff; who, after having been duly sworn, answers the questions put to him in the following manner:—

#### Questions by the Plaintiff.

What conversation took place between Serjeant Gill, of the Cape Corps, on an occasion when he was cutting grass on my land?—On a certain morning, while Serjeant Gill was in the act of taking a load of grass from the plaintiff's place, he was hindered by him (plaintiff) so to do; when Serjeant Gill said, that he was ordered by Captain Somerset, late commandant of the cavalry, to cut grass there, and that Captain Somerset told him that the plaintiff should be paid whatever he may demand for it.

Is it not the opinion of almost all my labourers, that all the grass was taken off my land for the use of the cavalry?—Yes; the opinion of almost all the people was, that the greater part of the grass used by the Cape Corps cavalry was cut from your place.

The defendant states, that being a military officer the plaintiff could not have summoned him for the case; but in case the plaintiff may conceive he has an action, such action must be instituted against the colonial government; and as the defendant has not been empowered to defend such action, he proposes the exception of non-qualification, and prays to be absolved from this instance.

The plaintiff states, that he is at a loss to know against whom he is to institute his action. That as he has been exposed to a loss of more than R. 1,200, and moreover receives much injury from the military at the barracks, situated near to his place, concludes that the proposed exception may be rejected.

The Commission of Circuit reject the proposed exception, and order the defendant to answer the claim.

Defendant states, at the time when he took the command of the Cape Corps, being on the 7th March last, when Captain Somerset relinquished the same, he having been informed that the plaintiff had lodged several complaints that the military were cutting grass, gave directions to the adjutant to order the serjeants not to do so; and in order that these directions should be regularly observed, a serjeant was always sent with the waggons; notwithstanding that, he was informed that grass was cut on plaintiff's land, upon which he made an inquiry, and was informed that forty-four loads of grass were taken off plaintiff's premises, for which he granted a certificate, and for which plaintiff has received payment; that in case any other quantities of grass should have been taken from plaintiff's premises previous to his (defendant's) command, he might institute his action against such persons as he may deem proper.

*Vide (D.)*

Defendant observes, that he had often seen troops cutting grass in Grobbelaars Kloof, being government land, and as the road leads through plaintiff's place, he might have been mistaken in thinking the grass was cut from the same. The defendant appeals to his serjeants, that during his command not more than forty-four loads of grass were cut from plaintiff's land, and desires that the claim may be rejected with costs.

The plaintiff states, that it is impossible for defendant to know where the waggons draw the grass from, he not having been present there himself; and that during all the time he never saw more than two serjeants with the waggons, and that he on the contrary had himself seen the troops cutting grass from his land. That it is evident defendant's orders were very little observed, as, notwithstanding his prohibition, yet forty-four loads of grass were cut from plaintiff's premises. That the direct road leading to Grobbelaars Kloof is situated about three minutes from his place, and that he only claims payment for grass which he himself had seen cut and taken away from his place, and to which the landmarks had been placed by the land-surveyor.

Defendant says, that his orders were always duly observed, to which he can with confidence refer to the whole corps, or any body else; that since his command no waggons have ever gone out to procure grass without a non-commissioned officer; and that even the circumstance of the forty-four loads having been cut from plaintiff's place arose alone from its immediate contiguity to government land, on which the troops were cutting grass, there being no landmarks to distinguish plaintiff's boundaries; and finally, defendant conceives that he cannot be compelled to grant a certificate for what occurred before his taking the command, in which he persists without being thereto ordered by the commandant of the frontier.

The Commission of Circuit having heard the parties, administering justice in the name and on behalf of His Britannic Majesty, rejects the claim and conclusion taken by plaintiff, leaving him, however, at liberty to institute such actions to obtain a certificate for such quantity of loads of grass as have been cut and received by the troops from plaintiff's



plaintiff's place previous to the defendants having taken the command, with condemnation of plaintiff in the costs.

Actum at the Droedy, Bathurst, die et anno, ut supra,

(signed) *F. R. Braker.*

*J. C. Fleck.*

In my presence, (signed) *J. T. Jurgens, Sec.*

(True extracts and translations.) (signed) *Geo. Dyason, District Clerk.*

(A true copy.) (signed) *John Gregory, Sec.*

(Examined) *W. J. M.*

(B.)

*John Thomas Bigge, Esquire, and William M. E. Colebrooke, Esquire, His Majesty's Commissioners of Inquiry, &c. &c.*

Sirs, Commissariat, Cape of Good Hope, Graham's Town, 3d October 1825.

I HAVE the honour to acknowledge the receipt of your letter of the 16th ultimo, and in reply I beg to state, that the difficulties in procuring forage on the frontier for the Cape Corps in the year 1820 were so great, and the growers so few, that it was quite impracticable to obtain that species of supply by contract, even had I been in possession of the instructions from the Treasury regarding the mode of advertising and tender, which I was not. I had therefore no other means of providing for the subsistence of the Cape cavalry with this article, as far as could be had, but to purchase from the inhabitants of Graham's Town and its vicinity the small portions which they cultivated principally in their gardens or erven; the whole quantity grown during this year was totally inadequate to the consumption; and to prevent the horses from starvation, part were turned out to graze in the neighbourhood of the cantonments.

No partiality was shown to any individual in the supplying of green forage, nor do I know of any particular encouragement held out to Mr. B. Burnett in the cultivation of it, neither am I aware that his crop was lost in the year 1820, in consequence of undue favour; on the contrary, his name will be found in the list of persons who furnished this article to the commissariat.

As all the sets of my accounts lie at head quarters, I have written to the assistant commissary of accounts to furnish you with a return of the persons supplying green forage to the Cape Corps in the year 1820, with the quantities supplied by each, and the persons paid by the commissariat.

I have the honour to be, Sirs, your most obedient humble servant,

(signed) *Rob. Johnstone, D. A. C. G.*

*John Gregory, Esq. Secretary to His Majesty's Commissioners of Inquiry, &c. &c. &c.*

Sir, Commissariat, Cape of Good Hope, Graham's Town, 31st October 1825.

I HAVE had the honour to receive your communication of the 21st instant, conveying further inquiries from the Commissioners upon the subject of the supply of green forage during the year 1820.

Reverting again to the difficulties under which this species of supply was procured, I beg leave to state, that it was absolutely impracticable to obtain it by contract at the time in question.

Every endeavour was made on my part to ascertain the resources whence green forage could be procured; but so trifling was the quantity grown in the neighbourhood, and even that so very scattered, that I deemed the mode adopted for its supply the most certain and beneficial to the public interests.

A list was made, and the supply was regulated with as due a regard to rotation as circumstances rendered it possible to observe; and to secure the deliveries upon the most economical principle to government, the waggons and fatigue parties from the corps were employed to cut and remove the forage from the different erven, and the payments were certified as fair and reasonable by two competent persons.

Referring to that part of your letter, asking whether any preference was given to the officers of the Cape Corps in the mode of receiving green forage, I beg to state, for the information of His Majesty's Commissioners of Inquiry, that I am not aware of any having existed.

In the year 1823, when the increase of cultivation was very apparent, I thought that there might then be a probability of procuring long forage by public contract, and caused a notice to be posted accordingly. The accompanying copy of the only tender received will show the result: the tender was rejected as a vague and exorbitant offer. This will tend to prove the

the impossibility that existed to carry the mode suggested into effect, even at so advanced a period.

In 1824, I advertised for tenders for the supply of oat hay, when Mr. Rivers's tender, referred to in your letter, was accepted as the lowest offer. This system has been continued to the present time.

I beg leave to state that I am ignorant from what sources Mr. Retief derived his forage; but I am of opinion that it was cut at his own farm in the vicinity, and even in Graham's Town; and further, that he was possessed of the most extensive means of cultivation in the neighbourhood at the period referred to.

I must now add, for the information of His Majesty's Commissioners, that I was perfectly acquainted with the general rules of the commissariat quoted in your letter, and further, that I acted up to the spirit of them as far as circumstances would admit, and with a due regard to the regular supply of the horses, as far as the means would allow.

The statement made in my letter to the Commissioners of the 3d instant, that I was not in possession of the instructions from the Treasury regarding the mode of advertising and tender, bore reference to a circular letter which had not reached me at the time alluded to, and not at all to the general rules of the department, as pointed out in the latter part of your letter.

I have the honour to be, Sir,  
Your most obedient humble servant,  
Rob. Johnstone, D. A. C. G.

**COPY of a Tender for the Supply of Long Forage, for the year, 1823.**

To R. Johnstone, Esq. Dep. A. Comm. Genl.  
Graham's Town, July 1823.

I HEREBY tender to supply the Cape cavalry in barracks, agreeable to your notice, at the rate of three rix dollars per hundred pounds of green forage, and five rix dollars per hundred pounds of oat hay, for the space of six calendar months, commencing on the 25th instant, provided the green forage will be received in the best manner it can be procured for the first three months; as, for reason, on a close inspection of the crops now in the ground, I consider there is what will come in succession for the supply of one month, and that the remainder will be all ripe at one time, but I am ready to use every exertion to do away all difficulty.

I am, Sir, your very obedient servant,  
(signed) F. Fynn  
(A true copy.) A. A. O'Reilly, Brigade Major.

Securities, Mr. Ogilvie and Mr. M'Kenney.

The only tender received; rejected on account of the prices being so exorbitant, and the tender so vague.

(signed) A. A. O'Reilly, B. Major.  
(signed) Rob. Johnstone, D. A. C. G.  
(A true copy.) A. A. O'Reilly, Brigade Major.

(C)

**3d STATEMENT extracted from the Commissariat Accounts of Green Forage supplied to that Department on the Frontier of this Colony, during the Year 1820.**

Date	Name	Quantity	Unit	Price	Total
1820					
February 13th	J. Teeg	2,560	at 1 stiver per lb.	53 2 4	
24th	D. Murray	5,186	d°	108 2 2	
August 24th	P. Retief	28,423	d°	592 1 1	
October 24th	Ditto	65,156	d°	1,357 3 2	
November 8th	D. Barnes	33,372	d°	695 2 -	
14th	Officers of the Cape cavalry, for Green Forage, provided at their own expense	95,997	d°	749 7 3	
27th	B. Burnett	20,926	d°	435 7 4	
December 24th	P. Retief	80,620	d°	1,679 4 4	
	Ditto	46,000	at 14 sks p 100 lbs.	805 - -	
	F. Tabor	43,500	d°	761 2 -	

Cape of Good Hope, 12th October 1823.

Wm. Hayward, Ass. Com. Acc.

## CAPE OF GOOD HOPE.

STATEMENT of Green Forage supplied to the Commissariat Department on the Frontier, during the Years 1821, 1822, 1823, and 1824, extracted from the Commissariat Accounts.

Period of Supply : between	By whom supplied.	Quantities.	Prices.	AMOUNT.
		lbs.		R. s. d.
1821:				
24th Feb.	P. Retief	25,000	14 s <sup>ks</sup> per 100 lbs.	618 4 -
	D. Barnes	20,000	d°	350 - -
	J. Redford	22,616	d°	393 6 1
24th April	P. Retief	6,664	d°	116 4 5
24th June	J. Blakeway	3,416	d°	59 6 -
25th June	M. J. Sparks	5,796	d°	101 3 2
	J. Redford	5,760	d°	100 6 2
	M. J. Onkruyd	14,290	d°	250 - 3
	A. A. O'Reilly	22,465	d°	393 1 -
	A. Macdonald	4,867	d°	85 1 2
	D. Stewart	7,037	d°	123 1 -
	A. Macdonald	1,680	d°	29 3 1
	Ditto	79,736	12 d°	1,196 - 1
	P. Retief	18,456	d°	276 6 -
	Ditto	10,400	d°	156 - -
25th Aug.	D. Barnes	23,395	d°	350 7 2
	R. B. Green	13,515	d°	202 5 4
	M. J. Sparks	1,673	d°	25 1 -
	P. Retief	5,000	d°	75 - -
	C. Schalkwyk	2,985	d°	44 6 1
	G. Van Rooyen	2,450	d°	36 6 -
	A. B. Diets	3,450	d°	51 6 -
	G. Van Rooyen	2,925	d°	43 7 -
	P. Retief	41,525	d°	622 7 -
	J. Blakeway	13,828	d°	207 3 2
	W. H. Williams	34,100	d°	511 4 -
	J. Fair	3,837	d°	57 4 2
25th Oct.	J. Dunford	5,193	d°	77 7 -
	M. Murray	3,620	d°	54 2 2
	A. Macdonald	5,680	d°	85 1 2
	W. Lucas	13,484	d°	202 2 -
	J. Pitt	9,336	d°	140 - -
	A. B. Armstrong	5,875	d°	88 1 -
	J. Levy	2,609	d°	39 - -
	D. Ross	6,790	d°	101 6 4
	C. Stone	19,015	d°	285 - -
	A. B. Armstrong	1,105	d°	16 4 -
	G. Humphreys	5,055	d°	75 6 -
	D. Barnes	5,983	d°	89 4 5
	D. Ross	8,825	d°	132 3 -
	A. Howison	3,395	d°	50 7 2
	M. J. Onkruyd	21,631	d°	324 3 5
	J. Blakeway	9,748	d°	146 - -
1822:				
25th Feb.	A. Macdonald	11,998	d°	179 7 4
	J. Pitt	7,123	d°	106 6 4
	W. Rooney	1,151	d°	17 2 -
	J. M <sup>c</sup> Laren	2,660	d°	39 7 -
2d May	J. Blakeway	5,924	d°	88 4 -
2d April	P. Retief	3,400	d°	51 - -
	D. Barnes	7,717	d°	115 6 -
	Ditto	8,258	d°	123 6 -
	W. Austin	1,195	d°	17 7 2
	J. Blakeway	27,910	d°	418 5 1
25th June	A. Howison	12,000	d°	180 - -
	S. Cuming	16,197	d°	242 7 3
	D. Barnes	39,613	d°	594 1 3
	M. Armstrong	14,648	d°	219 5 3
	A. Macdonald	2,978	d°	44 5 2
	J. Blakeway	3,410	d°	51 1 1

Period of Supply ; between	By whom supplied.	Quantities	Prices.	AMOUNT.
		lbs.		R. sh. st.
1822—continued.				
25th Aug. 24th Oct.	A. Macdonald	11,396	marks per 100 lbs	170 7 1
	M. Armstrong	17,492	d°	262 3 -
	J. Pitt	14,452	d°	216 6 -
	Ditto	12,933	d°	193 7 4
	R. Wallace	6,031	d°	90 3 4
	J. Blakeway	34,115	d°	511 5 2
	A. B. Diets	11,545	d°	173 3 2
	J. Bertram	11,049	d°	165 5 4
	A. Macdonald	7,042	d°	105 5 -
	R. M. Satchwell	6,480	d°	97 1 4
	J. Blakeway	11,654	d°	174 6 2
	W. Sands	7,167	d°	107 4 -
3d Dec.	D. Barnes	9,352	d°	104 2 1
10th Dec.	J. Nelson	19,390	d°	290 6 4
21st Dec.	J. Ward	6,720	d°	84 - -
25th Oct. 24th Dec.	J. Marshall	26,968	d°	404 4 -
	R. M. Satchwell	10,457	d°	156 6 5
	J. Pitt	3,084	d°	46 4 -
	M. J. Onkruydt	20,390	d°	305 6 4
	R. M. Satchwell	7,480	d°	112 1 3
	A. Howison	25,522	d°	382 6 3
	D. Barnes	1,486	d°	18 4 3
	J. Cuming	6,918	d°	86 3 -
	A. Macdonald	7,253	d°	90 5 1
26th Dec.	J. Blakeway	3,472	d°	43 3 1
1823				
24th Feb.	G. Pigot	1,512	d°	18 7 1
25th Feb. 24th April	J. Stanley	1,086	d°	13 4 3
	A. Macdonald	2,042	d°	28 - 3
	J. Stanley	14,010	d°	192 3 -
	J. Pitt	14,138	d°	194 3 -
25th April 24th June	Ditto	15,577	d°	214 3 -
	W. Lewis	2,785	d°	38 2 2
	J. Stanley	4,734	d°	65 - 4
	J. Marshall	34,203	d°	470 2 1
	R. Featherstone	2,921	d°	39 7 -
	W. Lucas	20,326	d°	279 3 5
	R. Featherstone	11,636	d°	159 7 5
	J. Cuming	22,024	d°	302 6 3
	W. Sands	18,059	d°	248 2 2
	J. Ward	8,693	d°	119 4 1
	R. Wallace	14,830	d°	203 7 1
25th June 2d Aug.	A. Currie	12,340	d°	169 5 2
	F. Fynn	9,783	d°	134 4 -
	J. Stanley	4,715	d°	64 6 3
	R. Featherstone	6,936	d°	95 2 3
	J. Cuming	12,489	d°	171 5 4
	R. Wallace	11,443	d°	157 2 4
	W. Sands	3,241	d°	44 4 3
	M. J. Onkruydt	13,955	d°	191 7 -
	R. Wallace	1,972	d°	27 - 5
	J. Ward	5,843	d°	80 2 4
	J. Cuming	3,000	d°	41 2 -
	W. Sands	7,273	d°	100 - 3
	A. Macdonald	28,509	d°	391 7 5
16th Aug. 24th Aug.	J. J. Comfield	7,587	d°	104 3 2
	A. Currie	13,780	d°	189 3 4
	R. Wallace	10,552	d°	145 - 4
	Ditto	13,571	d°	186 4 4
	M. J. Onkruydt	1,858	d°	25 4 2
25th Aug. 24th Sept.	W. H. Rogers	15,955	d°	219 3 -
	F. Fynn	17,419	d°	239 2 -
	J. Willis	9,480	d°	130 2 4
	M. J. Onkruydt	14,043	d°	139 - 4
	J. Manley	1,318	d°	18 - 5
	J. Nelson	8,536	d°	117 2 4
	R. Wallace	22,672	d°	311 5 5
25th Sept. 24th Oct.	H. M'Laughlan	10,324	d°	141 7 3
	J. Tharratt	1,180	d°	16 1 4
	F. Fynn	3,154	d°	43 2 5
	J. J. Hope	20,761	d°	285 3 4

(continued)

## PAPERS RELATING TO THE

Period of Supply : between		By whom supplied.	Quantities.	Prices.	AMOUNT.
1823—continued.			lbs.		R. sh. d.
25th Sept.	24th Oct.	A. Macdonald	16,250	11 sh <sup>s</sup> per 100 lbs.	223 3 2
		J. Fair	5,406	d <sup>o</sup>	74 8 3
25th Oct.	6th Nov.	M. Heley	3,644	d <sup>o</sup>	50 - -
		R. H. Rubidge	3,462	d <sup>o</sup>	47 4 4
		J. J. Hope	7,280	d <sup>o</sup>	100 - 4
		J. Ward	840	d <sup>o</sup>	11 4 2
		J. Carlisle	6,641	d <sup>o</sup>	91 2 3
		J. Manley	2,413	d <sup>o</sup>	33 1 2
		A. Currie	9,598	d <sup>o</sup>	131 7 4
		Ditto	39,710	d <sup>o</sup>	545 7 -
		J. Niland	11,150	d <sup>o</sup>	153 2 3
		J. Marshal	24,077	d <sup>o</sup>	331 - 2
		D. Barnes	4,041	d <sup>o</sup>	65 4 3
		M. Constable	10,334	d <sup>o</sup>	142 - 4
		J. Stanley	2,935	d <sup>o</sup>	40 2 5
		D. Hobson	1,408	d <sup>o</sup>	19 2 -
		A. Currie	1,157	d <sup>o</sup>	15 7 2
		D. Pross	57,604	d <sup>o</sup>	793 2 2
		A. Currie	7,526	d <sup>o</sup>	103 2 5
		G. Price	46,150	d <sup>o</sup>	634 4 3
		F. Carlisle	3,230	d <sup>o</sup>	44 3 1
		M. Constable	7,335	d <sup>o</sup>	100 6 5
		W. Lewis	4,100	d <sup>o</sup>	56 2 -
		M. Giblin	32,993	d <sup>o</sup>	453 5 1
1824:					
10th Jan.	- -	P. Daniel	3,528	d <sup>o</sup>	48 4 -
Grass :					
16th April	24th April	R. H. Rubidge	4,410	13 d <sup>o</sup>	71 5 1
24th May	- -	Ditto	14,455	d <sup>o</sup>	234 5 5
24th June	- -	Ditto	15,190	d <sup>o</sup>	246 6 4
25th July	24th Aug.	F. & J. Carlisle	15,435	d <sup>o</sup>	250 6 2
25th Aug.	24th Sept.	Ditto	13,020	d <sup>o</sup>	211 4 3
25th June	24th Aug.	Ditto	14,700	d <sup>o</sup>	238 7 -
Green Forage :					
25th Sept.	24th Oct.	D. Macdonald	162,608	14 ½ d <sup>o</sup>	2,947 2 -
		J. A. Botma	4,400	12 d <sup>o</sup>	66 - -
		P. Feagan	11,648	d <sup>o</sup>	174 5 -
25th Oct.	24th Nov.	W. Greening	16,016	d <sup>o</sup>	240 1 5
		D. Macdonald	132,120	14 ½ d <sup>o</sup>	2,394 5 2
		J. H. Viljoen	9,996	12 d <sup>o</sup>	149 7 3
		P. Feagan	12,576	d <sup>o</sup>	188 5 -
	24th Dec.	J. A. Botma	30,184	d <sup>o</sup>	452 6 -
25th Nov.	10th Dec.	D. Macdonald	103,780	14 ½ d <sup>o</sup>	1,881 - -
	24th Dec.	P. Feagan	12,672	12 d <sup>o</sup>	190 - 3
25th Oct.	- -	J. Walker	14,952	d <sup>o</sup>	224 2 1

Commissariat of Accounts,  
Cape of Good Hope, 7th November 1825.

W<sup>m</sup> Hayward, Ass<sup>t</sup> Com. Acc<sup>ts</sup>.

(Copy.) (D.)  
 Cape of Good Hope, Graham's Town, 30th June 1821.  
 ACCOUNT of Grass supplied from the Farm of Mr. Burnett, as Litter for the service of the Colonial Cavalry.  
 Forty-four loads of grass, at five rix dollars per load - - - R. 220.  
 We, the undersigned, hereby certify, that the price charged in the foregoing account is fair and reasonable.  
 (signed) J. M. Cromhout, Veld Cornet.  
 Chas. Stone.  
 I hereby certify, that the above number of loads of grass have been received for the service as specified.  
 (signed) O. Stuart, Cap<sup>n</sup> Comm<sup>s</sup> Cape Corps.  
 (Approved.) (signed) James Jones, Major Comm<sup>s</sup> on the Frontier.  
 Received this 30th day of June, 1821, of Ralph Rogerson, esq. Ass<sup>t</sup> Com<sup>r</sup> Gen. by the hands of. Dep. Ass<sup>t</sup> Com. Gen. Johnstone, at Graham's Town, the sum of two hundred and twenty rix dollars, Cape currency, in full of the above account, having signed triplicate receipts.  
 (signed) B. Burnett.  
 (Witness.) (signed) J. J. Smith.  
 (A true copy.) (signed) W<sup>m</sup> Hayward, Ass<sup>t</sup> Com. Acc<sup>t</sup>.  
 (Copy.) (E.)

To Lieutenant-Colonel Scott, &c. &c. &c.

Sir, Farm, Saturday, Nov. 2d, 1825.  
 YOU, or the officers of your regiment, are welcome to take grass from my premises whenever you please.

An article of so little value to myself I have not denied to the use of any one who has applied for it; "and you must allow I cannot exact a less tribute to *proprietorship* than a simple 'if you please!'"

The trespass you allude to was I am persuaded one of perfect ignorance; and from the nature of my rebuke, I am only surprised how it came to your knowledge.

If you were aware of the depredations I have endured, and of my consequent losses, you would not be surprised at a course which makes it necessary for me to grant formally what otherwise you, or the officers of the 6th, might have taken unasked.

I am, Sir, your very obedient servant,  
 (signed) B. Burnett.

Remark made by Lieutenant-Colonel Somerset.

"This is worthy of remark, as it is for this article Mr. Burnett is now so loud in his demand for payment."

The foregoing is a true copy of that deposited in the Colonial Office at Cape Town.  
 (signed) J. Gregory.

(F.)

His Majesty's Commissioners of Inquiry, &c. &c. &c.

Deputy Adjutant General's Office,  
 October 25th 1825.

Gentlemen,  
 I HAVE had the honour to receive your letter of the 22d instant, transmitting an extract of a statement made by Mr. Bishop Burnett, "that I was present at an interview between that person and his Excellency the Governor, and that I suggested to his Lordship a mode of coming to an adjustment of Mr. Burnett's claim, which his Lordship declined to adopt."

In reply I have the honour to state, that I perfectly recollect being present at the interview to which Mr. Burnett alludes, and that (as far as I can call to mind circumstances which I had no particular cause at the time for impressing on my memory) I asked his Lordship "whether a certificate from Mr. Burnett, stating upon honour that the quantity of forage for which he claimed payment had been actually delivered by him for the use of the Cape Corps, would not be sufficient to justify his Lordship in authorizing the payment?" (I beg here to state, that

having then only recently entered upon the duties of military secretary. I was not aware, as I now am, of the Treasury regulations respecting payments by the commissariat department). To this his Lordship replied, "that the Treasury regulations would not admit of his ordering this payment unless proper vouchers of the delivery were produced, but that he would refer the case again to Major Somerset." Mr. Burnett did not appear satisfied with this decision, and expressed his intention of addressing a memorial to his Royal Highness the Commander-in-Chief on the subject. Of course I do not vouch for having given the precise terms made use of, but I believe I am correct as to the substance of this conversation.

With regard to the motives which induced me to make the observation to his Lordship relative to Mr. Burnett's certificate being a sufficient voucher, I can only say that I was not at the time aware that Mr. Burnett's claim had been already investigated, and refused by the proper authorities, during the time of the administration of this government by Sir Rufane Donkin. Neither was I then aware of Mr. Burnett's general character.

I have the honour to be, Gentlemen, your most obedient humble servant,

(signed) *Chas. A. Fitz-Roy.*

(Copy.)

(G.)

Ralph Rogerson, Esq. Ass<sup>t</sup> Commissary Gen<sup>l</sup>. &c. &c. &c. Cape Town.

Commissariat, Cape of Good Hope,  
Graham's Town, 18th October 1825.

Sir,

I HAVE to acknowledge the receipt of your letter of the 8th instant, with enclosures; and beg to acquaint you, that no authentic or *bonâ fide* claim upon the commissariat for forage, stated by Mr. Bishop Burnett to have been supplied to the Cape cavalry, would have been rejected.

Mr. Burnett did set up an extravagant claim for grass, which he alleged had been cut by the Cape cavalry off his grounds; but he only could substantiate a small portion, which met with immediate settlement on the 30th June 1821. The amount being two hundred and twenty six dollars.

The assertion made by Mr. Burnett, that the supplies to the troops on the frontier were derived by private tender is without foundation; the price of twenty-three stivers and a fraction which he has quoted, was the actual average of the contracts entered into for the supply of rations existing up to June 1821, and that average was the rate paid to the Somerset establishment for the provisions furnished by that place.

From the great increase in the population by the arrival of the emigrants, and the failure of the crops during the years 1820 and 1821, there was considerable difficulty in procuring a sufficiency of supplies to meet the great consumption, and so totally inadequate were the resources at that period, even with the assistance afforded by the Somerset establishment, that I was compelled to procure the greater part of the flour and rice from Cape Town through you.

I have the honour to be, Sir, your most obedient humble servant,

(signed) *Robt Johnstone, D. A. C. G.*

(A true copy.) *John Gregory, Sec.*

(Copy.)

(H.)

Ralph Rogerson, Esq. Ass<sup>t</sup> Commissary Gen<sup>l</sup>.

Sir,

Commissariat Office, Graham's Town, 8th August 1822.

I HAVE the honour to acknowledge the receipt of your letter of the 18th ultimo, containing instructions for keeping the transactions, both cash and store, pertaining to the colonial government, separate in my accounts, which shall be strictly complied with.

In answer to the latter part of your letter, I beg to acquaint you, that it is not practicable on the frontier to obtain most of the articles required by the engineer and barrack department by contract, particularly wood and thatch, the quantity being so large; the smaller articles are generally demanded the moment they are wanted, and I have always suggested the propriety of making a requisition in time on the depôt in Cape Town. I have lately entered into a contract, with the sanction of the officer commanding, for the supply of lime and charcoal for the service of these departments; and you may rest assured that I will never lose sight of their Lordship's regulations for all purchases being procured by competition that can possibly be effected on the frontier.

I have the honour to be, Sir, your most obedient servant,

(signed) *Robt Johnstone, D. A. C. G.*

(A true copy.) *John Gregory, Sec.*

## (I.)

His Majesty's Commissioners of Inquiry, &amp;c. &amp;c. &amp;c.

Gentlemen,

Graham's Town, 25th November 1825.

AGREEABLY to the request contained in your letter of the 18th instant, I have the honour to forward copies of all the documents in my office, which relate to transactions which have occurred between Mr. Bishop Burnett and any individuals of the Cape Corps.

I have the honour to be, Gentlemen, your most obedient servant,

W. B. Dundas, Landdrost.

EXTRACT from the Civil Record held before the Commission of Circuit for the Country Districts.

Tuesday, the 23d October 1821.

Present, F. R. Bresler and J. C. Fleck, Esquires, forming the Commission of Circuit for the Country Districts, holding their Session at the Drostdy of Bathurst.

WAS, &amp;c.

The Commission, &amp;c.

Upon the conclusion of the civil roll, the district clerk, Mr. Onkruydt, stated, that previous to the arrival of the Commission he had received a letter from Bishop Burnett, requesting that Captain Stuart, of the Cape Corps, might be summoned to appear before the Commission, without, however, having acquainted him with the cause; in consequence of which he had summoned Captain Stuart, who was in attendance.

That he not knowing why Captain Stuart had to appear here, did not bring this case on the roll; but that B. Burnett had since informed him, that by writing the letter it was his intention that Captain Stuart should be summoned before the Commission, to show cause why he should not be condemned to grant a certificate for 246 loads of grass, cut from his land by the Cape Corps Cavalry.

The district clerk further applied for instructions how to act in this case; whereupon it was resolved, that this case should be added to the civil list, and be further entered into to-morrow.

Wednesday, 24th October 1821.

Present, J. R. Bresler and J. C. Fleck, Esquires, forming the Commission of Circuit in the Country Districts.

According to the Decree of yesterday was brought forward the Case of *Bishop Burnett*, Plaintiff, for the delivery of a Certificate for 256 loads of grass, contra, Captain *Stuart*, of the Cape Corps, Defendant in said Case.

Plaintiff, to prove his claim, states,—On taking possession of my grant of land, I found that the government waggons were in constant practice of drawing grass from it. In reply to several communications, a message was at length brought me, by a serjeant of the Cape Cavalry, from Captain Somerset,—that the horses must have grass, and Mr. Burnett should be paid for any quantity taken from his premises.

In consequence of this assurance, the foragers were never again molested by me, but continued still to supply themselves from my land.

A few days prior to Captain Somerset's departure from the district, I applied to him on the subject, when he promised to leave a certificate for 166 loads (the quantity then taken) with the commissary. Captain Somerset having unfortunately omitted this, I wrote to him by Mr. Frances, a gentleman following him on his route, who overtook him at Assigay Bush. To this gentleman he expressed his regret at the omission, and sent by him a promise that the certificate should certainly be sent to me by some persons returning to Graham's Town. Having waited a considerable time without hearing from Captain Somerset, I addressed him on the subject to Cape Town. In consequence of this letter remaining unanswered, I preferred a complaint to the Governor, on his arrival at Graham's Town. His Excellency expressed his determination that I should be paid, and desired his aid-de-camp to accompany me to the commissariat to ascertain the merits of my application. Mr. Johnstone admitted his belief that the greater portion of grass consumed by the cavalry was taken from my land, and his utmost willingness to pay me, on my producing the necessary voucher for his so doing.

I now applied to Captain Stuart, the commander of the regiment, for a certificate for 300 loads, actually counted by myself; and received, in reply, a certificate for only 44 loads, with a declaration that, after making the most minute inquiries, he found that to be the utmost quantity taken from my land.



It became now absolutely necessary to submit the case to the commandant on the frontier, which I lost no time in doing. Major Jones, however, declined to entertain it, as the sum claimed placed it without his cognizance; and informed me, that my only mode of proceeding would be to bring it before the Court of Circuit.

In reference to the minute inquiries made by Captain Stuart, I beg to impress upon the Court the utter impracticability of eliciting any thing bordering on truth from a body of Hottentots, so far interested in concealing it as certain punishment would, in their apprehension, await its disclosure; a fact so manifest, that Mr. Markham, his Excellency's aid-de-camp, admitted, in presence of the commissary, that my chance of remuneration would be a very remote one indeed if it depended on such testimony; and I am prepared to make oath, not only to having counted 300 loads taken from my land, but also to the fact of no non-commissioned officer ever having accompanied the Hottentot foragers—two instances to the contrary only excepted. Plaintiff requests that his evidence may be examined:—

*William Morgan*, 22 years of age, born in England, servant to plaintiff; who, after having been duly sworn, answered the questions put to him in the following manner:—

#### Questions by Plaintiff.

What conversation took place between me and Serjeant Gill, of the Cape Corps, on an occasion when he was cutting grass on my land?—On a certain morning, while Serjeant Gill was in the act of taking a load of grass from plaintiff's place, he was hindered by him (plaintiff) from doing so; when Serjeant Gill said, that he was ordered by Captain Somerset, late commandant of the cavalry, to cut grass there, and that Captain Somerset told him that the plaintiff should be paid whatever he demanded for it.

Is it not the opinion of almost all my labourers, that all the grass was taken off my land for the use of the Cape Cavalry?—Yes; the opinion of almost all the people was, that the greater part of the grass used by the Cape Corps Cavalry was cut from your place.

The defendant states, that being a military officer, the plaintiff could not have summoned him for this case; but in case the defendant may conceive he has an action, such action must be instituted against the colonial government; and, as the defendant has not been empowered to defend this action, he proposes the exception of non-qualification, and prays to be absolved in this instance.

The plaintiff states, that he is at a loss to know against whom he is to institute his action; that as he has been exposed to a loss of more than 1,200 rix dollars; and, moreover, receives much injury from the military at the barracks, situated near to his place, he concludes that the proposed exception may be rejected.

The Commission of Circuit reject the proposed exception, and order the defendant to answer the claim.

Defendant states, that at the time he took the command of the Cape Corps, being on the 7th March last, when Captain Somerset relinquished the same, he, having been informed that the plaintiff had lodged several complaints that the military were cutting grass on his premises for the use of the cavalry, gave directions to the adjutant to order the serjeants not to do so; and in order that these directions should be regularly observed, a serjeant was always sent with the waggons, notwithstanding which, he was informed that grass was cut on plaintiff's land, upon which he made an inquiry, and was informed that forty-four loads of grass were taken off plaintiff's premises, for which he granted a certificate, and for which plaintiff has received payment. That in case any other quantity of grass should have been taken from plaintiff's premises previous to his (defendant's) command, he can institute his action against such persons as he may deem proper.

Defendant observes, that he had afterwards seen the troops cutting grass in Grobbelaars Kloof, which is government land, and as the road leads through plaintiff's place he might have been mistaken in thinking that the grass was cut thereon. The defendant appeals to his serjeants, that during his command not more than forty-four loads of grass were cut from plaintiff's land, and in conclusion requests that the claim may be rejected with costs.

The plaintiff states, that it is impossible for defendant to know where the waggons drew the grass from, he not having been present there himself, and that during all the time there never were but two instances when a serjeant was with the waggons, and that he, on the contrary, had himself seen the troops cutting grass from his land.

It appears that defendant's orders were very little observed, as notwithstanding his prohibition, yet forty-four loads of grass were cut from plaintiff's land. That the direct road to Grobbelaars Kloof is situated about three minutes from his place, and that his claim is only for grass which he had himself seen cut and taken away from his land, the landmarks on which had been placed by the land surveyor.

The defendant states, that his orders were always duly observed, and that he can with confidence refer to his whole corps and to others, that since he received the command of the corps

corps no waggon was sent to cut grass without a non-commissioned officer; and with regard to the forty-four loads which have since been cut, it was occasioned by the corps cutting grass on government ground next the plaintiff's land, and in consequence of their being no landmarks on the plaintiff's premises the soldiers went on plaintiff's land.

That he, finally, does not consider himself bound to grant certificates for what had been done before his time, unless he should be ordered thereto by the commandant of the frontier: in which he persists.

The Commission of Circuit having heard the parties, having taken every thing into consideration, doing justice in the name and on behalf of His Britannic Majesty, reject the claim of, and conclusion taken by plaintiff in this instance, leaving him at liberty to institute such action for the purpose of obtaining a certificate for such loads of grass as may have been cut from plaintiff's land and used by the troops prior to defendant having had the command of the Cape Corps, with further condemnation of the plaintiff in costs.

Actum, the Drosdy, Bathurst, die ut supra.

(signed) *F. R. Bresler.*

*J. C. Fleck.*

In my presence,

(signed)

*J. T. Jurgens.*

Translated from the records deposited in the district's clerk's office, Graham's Town.

*J. G. De Villiers, D. G.*

Graham's Town, 29th November 1825.

EXTRACT from the Day-book of the Landdrost of Albany, Harry Rivers, Esq. dated Monday, 21st July 1823.

Appeared Mr. B. Burnett, who stated,—

“ That about sun-rise on Saturday morning the 19th instant, I was informed by Mr. Prater, a labourer, that a waggon was loading with fire-wood within three hundred yards of my house; that it was accompanied by six Hottentots of the Cape Corps, and employed by the mess of that regiment.

“ I proceeded to the spot pointed out by Prater, and there learnt by one of my Hottentots, who had been watching it, that it had just started towards the barracks. After a considerable chase I overtook it within the verge of my own land; six hundred yards from the direct and ordinary road; attempting a very dangerous passage through a drift. My Hottentot still with me.

“ Two of the Hottentots, in obedience to my orders, conducted the waggon to my house, there deposited the stolen wood and outspanned the oxen, which I lost no time in sending to the pound, agreeably to a public notice to this effect I have repeatedly affixed in Graham's Town, at the same time distinctly informing the Hottentots that they might take away the waggon.

“ I then wrote to the adjutant of the Cape Corps, stating my complaint, and requesting that the men might be placed in confinement until I had procured warrants for their apprehension from the civil power.”

Friday, 25th July 1823.

The Heemraad Hope stated, that he had held a record in the case of the R. O. prosecutor, against six soldiers of the Cape Corps, on the complaint of Mr. B. Burnett, of their having trespassed on his property and cut therefrom a small quantity of fire-wood; and that, after having taken the evidence of the witnesses, Mr. Burnett had again attended and stated he was actuated by no vindictive feelings, as his only object was to protect his property, and that if he had an assurance that the offence would not be again committed he would be very willing to drop all proceedings.

That by being so repeatedly robbed he has been obliged to resort to these measures.

Resolved to write to the commandant and to the commanding officer of the Cape Corps, requesting that orders may be issued to prevent a recurrence of trespass and depredation by soldiers, and on such orders being issued to release the men of the Cape Corps.

(A true extract.)

*W. B. Dundas, Landdrost.*

(Copy.)

Lieutenant-Colonel Scott, Commandant.

Sir,

Graham's Town, 25th July 1823.

HAVING lately received several complaints of soldiers belonging to the garrison having trespassed on private ground, and cut wood for fuel therefrom, by which the property of individuals is subjected to damage and depredation, and the offenders are liable to prosecution

tion and punishment, which may at times interfere with the public service, I have the honour to report these circumstances to you, and to request you will issue orders for the prevention of such offences in future; and particularly that parties employed in cutting wood should be placed under the charge of some intelligent corporal or soldier, with strict caution as to trespassing on private property.

This measure has become the more necessary in consequence of a recent instance of trespass by a party of the Cape Corps upon the property of Mr Burnett.

I have the honour to be, Sir, your most obedient servant,  
(signed) *Harry Rivers, Landdrost.*

(Copy.)

Sir, Graham's Town, 25th July 1825.  
HAVING received a complaint that a party of the Cape Corps a few mornings ago trespassing were detected cutting wood on the land of Mr. Burnett, adjoining the barracks, I have to request you will take such measures and issue such orders as shall prevent a recurrence of a similar offence, which will subject the parties to prosecution and punishment

I have the honour to be, Sir, your obedient servant,  
(signed) *Harry Rivers, Landdrost.*

RECORD held before the Commissioned Heemraad Faulkner Hope, on a Complaint of Mr. Bishop Burnett, preferred on the 21st July 1823.

Thursday, the 24th July 1823.

Appeared, 1st, *Jan Summers*, soldier, of the Cape Corps, who states,—

Last Saturday morning I was ordered by Serjeant Demsir of the Cape Corps to go with a waggon for the purpose of getting a load of fire-wood for the use of the mess, without, however, having specific instructions where to go. In consequence of this order I inspanned the waggon and left the barracks, accompanied by the under-mentioned Hottentots, who were also ordered by the said serjeant to accompany me, named Andries, Hendrick Bart, Jacob August, Jacob Visser, Genet Jacob. They proceeded along the Kowir River, passed Mr. Burnett's house, until they came to a path leading up to a hill, and to the right of the hill they came to a kloof, where they commenced cutting the fire-wood. When they had cut three pieces, a man (not known to me) came from the side of Mr. Fynne's place and desired them to leave off cutting, which they complied with, and came back with the waggon the same road, and went into the second kloof from the barracks on this side, where they commenced cutting. When they had cut about half a load, Mr. Burnett came up to us, and said we must take the waggon to his house and unload the wood there, and that we must not come there again, as it was his ground, with which we complied; and after unloading the waggon before Mr. Burnett's house, he desired us to carry the wood into his yard; after we had done this, his Hottentot unyoked the oxen, and he told us that we might then go, and that he should send the oxen to the pound. We then went back to the barracks and reported the circumstance to Adjutant Blakeway.

Have you, previous to this, gone there for wood?—Yes, we were in the habit of cutting on the hills close to the barracks.

Defendant says further, when Mr. Burnett came up to us I told him that I did not know it was his ground, as I could not see any beacons.

Did the serjeant tell you where to go for the wood?—No, he only ordered me to go and get a load of wood for the mess.

2. *August Jacob*, soldier of the Cape Corps, states as follows:

Last Saturday I was ordered by Serjeant Demsir of the Cape Corps to go as leader of a waggon, and to bring a load of fire-wood for the mess. The waggon driver, *Jan Summers*, desired me to cut along the river, but not finding any wood there we went up to a hill on the other side of Mr. Burnett's house, where we commenced cutting the wood in a kloof. When we had cut about three pieces, a man living with Mr. Fynn came up to us and said that we must not cut there: we left off cutting, and went away immediately; we went back the same road until we came to the second kloof from the barracks, where we commenced cutting, when Mr. Burnett came up to us and desired us to take the waggon to his house, which we did, and where we unloaded the waggon, and carried, by order of Mr. Burnett, the wood into his yard. Mr. Burnett's Hottentot then unyoked the oxen; and we went back to the barracks and reported the circumstances to the adjutant.

Did the serjeant tell you where to go for the wood?—No.

3. *Genet*

3. *Genet Jacob*, soldier of the Cape Corps, states as follows:

Last Saturday morning Serjeant Demsir ordered me to go for a load of wood for the mess, which we did, and went on the other side of Mr. Burnett's house on a hill, and from there, in a kloof, we cut three pieces of wood, when a man came up to us and said we must not cut there; we immediately left off cutting and turned back with our waggon. When we came to the second kloof from the barracks, we went there and commenced cutting the wood, when Mr. Burnett came up to us and desired us to take the waggon to his house, which we did, and when we came there he desired us to unload the same, and carry the wood into his yard: his hottentot then unyoked the oxen, and Mr. Burnett told us that he should send them to the pound, and that we were to go home, which we did, and reported the circumstance to the serjeant, who reported it to the adjutant, who ordered the waggon driver to be punished, as being aware that he must not go in that direction to get wood. The adjutant then pointed out to us on what land we were in future to get wood, and never to go out in that direction any more; and that if we should wish to get even a bundle of wood, we were to ask the person to whom the wood belonged.

For what reason do you think the adjutant ordered the waggon driver to get punished?  
—Because he went on the land of Mr. Burnett to get the wood.

Could you point out the kloof where you went the last time to get the wood?—Yes.

4. *Andries Windvoyce*, soldier belonging to the Cape Corps, states as follows:

Last Saturday morning I was ordered by Serjeant Demsir to go and get a load of wood for the mess: we went to the other side of Mr. Burnett's house, where we went up a hill and down in a kloof, where we cut the wood, and while we were busy in doing that a man came up to us and desired us to leave off, which we immediately complied with, and came back the same road, and went into the second kloof from the barracks, where we cut the wood, and where Mr. Burnett came up to us, desired us to take the wood to his house, which we did, and unloaded the waggon, and carried the wood into his yard; his Hottentot unyoked the oxen, and took them, by direction of Mr. Burnett, to the pound, and he desired us to go to our barracks, where we reported the circumstance to the serjeant.

Would you be able to point out the kloof where you cut the wood the first time?—Yes.

Says further, on our arrival at the barracks the adjutant ordered us to fall in, and ordered the waggon driver to be flogged, telling him he ought to know better, that he knew he was not to take any wood there. The adjutant then pointed out the place where we were in future to get the wood.

(A true copy.)

*Geo. Dyason*, District Clerk.

N<sup>o</sup> 24.

ACCOUNTS and Information respecting Somerset Farm; and, Letters from the Commissariat Department, respecting the Supplies furnished to the Troops on the Frontier.

(A.)	Evidence of Mr. Rogerson	- - - - -	pp. 184, 188 & 190
	Ditto - of Mr. Jarvis	- - - - -	p. 186
	Ditto - of Mr. Bentinck	- - - - -	p. 187
	Ditto - of Mr. Brink	- - - - -	ibid.
	Ditto - of Mr. M'Carthy	- - - - -	p. 188
	Ditto - of Mr. Marshall	- - - - -	p. 190
	Ditto - of Mr. Hewetson	- - - - -	p. 191
(B.)	Evidence of Mr. Johnstone	- - - - -	p. 192
(C.)	Letters from Mr. Johnstone to Mr. Rogerson	- - - - -	p. 193
(D.)	Letter from Mr. Hewetson to the Commissioners of Inquiry	- - - - -	p. 196
(E.)	Letter from Mr. Rogerson to - - - Ditto	- - - - -	p. 201
(F.)	Letter from Mr. Hayward to - - - Ditto	- - - - -	p. 202
(G.)	General Orders	- - - - -	p. 207
(H.)	Receiver General's Return of all Sums received from the Somerset Farm	- - - - -	p. 210
(K.)	Account of Supplies furnished by the Commissariat Department to Mr. B. Burnett	- - - - -	p. 211
(L.)	Appropriation of the Sums remitted by the Superintendent of the Somerset Farm to the Colonial Government at Cape Town	- - - - -	ibid.

(Copy.)

Cape Town, 21st October 1825.

*Ralph Rogerson, Esq. Examined.*

I BELIEVE that you were at the head of the commissariat department in this colony, during the years 1819-20-21 and 22?—I was at the head of the commissariat department from the year 1815 to the early part of the year 1823.

In what manner was the green forage supplied to the Cape Cavalry, stationed at Graham's Town, in the year 1820?—I understand from Mr. Johnstone, who was stationed at Graham's Town at that time, that he obtained green forage for the cavalry as he was able, from the persons who grew it; but the orders for the supply of this article were so completely local, that all interference on my part was unnecessary.

Were these orders issued by the commanding officer of the Cape Corps, or by the commandant of the frontier?—I presume that the demand was made by the commanding officer of the corps, and subsequently by the commandant of the frontier.

Was not the commissariat officer required, by his instructions, to procure every article of supply by public tender?—The general instruction that Mr. Johnstone had, was to consult with the commanding officer on the frontier, as to the best mode of supply; and the difficulty of obtaining green forage at Graham's Town was so great, that the commissariat officer must have found it impossible to procure it by means of public tender.

Mr. Johnstone has stated to us, that even if he could have obtained the supply by public tender, he was not in possession of any instructions that would have required him to pursue that mode of purchase. Can you state the reason for his not being put in possession of these instructions of the Lords of the Treasury, which strictly enjoined it?—Mr. Johnstone must have been in possession of the general instructions of the Treasury, for previous to this period he had been in the habit of receiving tenders from farmers, and had forwarded them to Cape Town.

I see in the account of green forage rendered in the year 1820, that a payment was made of 749 six dollars to the officers of the Cape Cavalry. Is that mode of supply considered to be conformable to the usage of the service?—It is not.

Were you made acquainted with this mode of supply, and did you ever consider it your duty to report it to the Lords Commissioners of the Treasury?—I was not made acquainted with it till the accounts were sent down and forwarded to the commissary of accounts for examination. As the frontier accounts, with the remarks of Mr. Hayward (the commissary of accounts) were sent direct to the Treasury, I did not consider it necessary to make a report of this mode of supply to them,

Do

Do you believe that it was made with the knowledge of the commander of the forces, or that he had issued any orders respecting it?—The orders to the commissariat officer on the frontier were not at that time transmitted through me; but I conclude that the commander of the forces must have had a knowledge of the mode of supply that was adopted.

Was any difficulty ever experienced in obtaining supplies of dry forage on the frontier?—Great difficulty was experienced; for we were generally obliged to furnish the whole supplies from Cape Town. The tenders for dry forage in Albany being at so high a rate, that it was more economical for government to forward supplies from Cape Town than to purchase them on the spot.

Do you recollect at what period it was that the commissariat department was ordered to make their purchases, and to receive their supplies, through the Somerset Farm?—I think in the year 1816.

Do you recollect upon what grounds this mode of supply was recommended, or adopted, by the commissariat?—I do not recollect the grounds upon which this mode of supply was adopted, but I know that there was an order of the commander of the forces, directing that the Somerset Farm was to supply as many of the posts as they could.

Do you recollect what was the nature of the supplies that were thus furnished?—Rations were generally supplied by the Somerset Farm, and an extra quantity of bread, or meat, or flour, was given to make up the ordinary allowances of coffee and sugar or rice.

In what manner, and at what rate, were the prices of the supplies paid for?—According to an order of the commander of the forces; the rate was fixed at the average of the contracts, entered into on the frontier, for the supply of that part of the colony.

Do you believe that the Somerset Farm was enabled to furnish the rations from its own produce, or did they purchase grain or flour from other sources?—I have understood, that they supplied partly from their own produce, and partly from purchases made by the superintendent of Somerset Farm from the farmers in the district, as well as from the commissariat.

At what price was he allowed to purchase of the commissariat?—At the rate which the supplies cost the government.

Have these supplies been paid for by the colonial government?—I believe that Mr. Hart received orders to settle with Mr. Johnstone for supplies made to the Somerset Farm on the frontier, and claims to a considerable amount against the colonial government were left by me to my successor, for the purpose of obtaining payment.

It has been stated, that the supplies of rations on the frontier could have been made at 10 stivers, when government was paying more than 23 stivers to the superintendent of the Somerset Farm; will you explain if such was the fact?—I have no hesitation in saying that this could not have been the case; and to the best of my recollection, the Somerset Farm undertook the supply at that high rate in consequence of the failure of the contractors, or of their relinquishment of the contract, owing to the scarcity and high price of produce. The rate, I believe, was regulated by the average of the contracts which had been thus relinquished.

How long were the supplies furnished by the Somerset Farm at that rate?—I believe for the remainder of the period for which the contractors who had failed had undertaken to supply—not exceeding six weeks or two months.

Did the Somerset Farm continue to furnish the supplies after the expiration of that contract?—It did; but at a considerably reduced rate, as will appear from the accounts.

Can you recollect the rate at which the Farm subsequently supplied rations, and in what manner it was fixed?—I think the rate that was subsequently fixed was about 16 stivers for the ration. The Somerset Farm was directed to be paid at the average of the other contracts on the frontier.

What other contracts existed from which the average was taken?—As well as I can remember, the contract for the supply of troops at Uitenhage and at Algoa Bay were taken for the average.

It has been stated, that considerable inconvenience resulted from the fluctuations of the colonial rate of exchange. Will you be so good as to explain the mode adopted by the commissariat in drawing on the public account, by which the rates of exchange might thus have been affected?—When monies were required for the public service, an estimate was made out, generally in each month, and on receiving the approval of the commander of the forces, an advertisement was published in the Cape Town Gazette for the amount in specie, or paper currency, in exchange for bills on the Lords Commissioners of His Majesty's Treasury. It had at one time been the practice to open the tenders in presence of the commander of the forces, but in pursuance of orders from the Treasury, about the year 1818, the tenders were subsequently opened in presence of the commissary of accounts, and a schedule prepared for the approval of the commander of the forces. The highest tenders were invariably accepted.

In what manner was it customary to pay the salaries of the Governor and other public officers, fixed in sterling, with reference to the rates of colonial exchange?—I can only state, that the colonial paymaster was in the habit of requiring from the commissariat, every quarter, the average of the exchanges for all bills drawn by the commissariat in that quarter, and at which rate, I understand, the salaries were paid in currency. This arrangement, which was made by Lord Charles Somerset, superseded a practice that had previously prevailed of requiring from the commissariat the average of the three highest tenders during the quarter.

Do you conceive that the rates of exchange were in any degree affected by drafts or remittances, that might have been at the same time negotiated by the Governor or by other public servants?—I am not aware of any private drafts or remittances having been negotiated by the Governor or the other public servants.

Are you aware of any interference on the part of the Governor, by which the rates of colonial exchange in the negotiation of bills on the public account could have been affected?—The effect of the exchange on the colonial finances induced the Governor, on some occasions, to interfere, with a view to prevent the rate from becoming still more unfavourable to the colony; and with this view, his Excellency ordered that the bills should be made out in the name of persons in England, to prevent the sale of them in the colony.

(signed) R. Rogerson,

(A true copy.) John Gregory, Sec.

Continued at page 188.

(Copy.)

Cape Town, 23d October 1825.

Mr. George Jarvis, Examined.

DURING what period did you serve in the commissariat department in the district of Albany?—From the month of June 1820 till July 1823.

In what department did you serve?—I served at Bathurst in the general store, where the only duty was the issue of stores and rations to the settlers. At Graham's Town I served in the cash department.

At what period did you remove to Graham's Town?—In the month of June 1822.

Do you know in what manner the horses of the Cape Corps were supplied with green forage at that time?—Green forage was procured from different individuals who had gardens and land adjoining their houses in Graham's Town. A list was made out of the persons who had green forage to dispose of, and a note taken of the period in which they supposed that it would be ready for cutting. The quarter-master of the Cape Cavalry used to come to the office to inquire from whom he was to receive green forage, and he received the name of the person who was to supply it.

Was any regular rotation observed in taking the forage from the different persons who supplied it?—The list was made out by the direction of Mr. Johnstone, as the persons reported their forage to be ready, and he gave positive orders that no deviation from the list should take place. I recollect an instance of an application being made by Quarter-master Humphrey, on behalf of some other person, to take some of his green forage, as he was apprehensive it would spoil if it remained longer on the ground. Mr. Smith, who had the management of the store branch of the department, refused positively to take the forage, alleging, that he could not deviate from the list, or deprive the person of his turn whose forage was offered, and had been already inserted in the list.

Was any public notice given of the periods or quantities of green forage that would be required?—I cannot distinctly recollect; but I think that at the latter period of my service at Graham's Town some notice was given.

Do you recollect whether Mr. Bishop Burnett ever supplied, or offered to supply, any green forage for the cavalry?—Not in my time.

Did you know his estate at Doorn Valley?—I did, perfectly.

Do you recollect whether, in the years 1821, 1822 & 1823, he grew or cultivated any considerable quantity of green forage?—To my knowledge, he did not.

(signed) Geo. Jarvis.

(Copy)

Cape Town, 11th November 1825.

The Honourable *Walter Bentinck*, Auditor-General, Examined.

YOU have said, on a former examination, that you audited the accounts of the Somerset Farm?—I examined the vouchers of the accounts of Somerset Farm.

Then you did not see or examine the accounts of the superintendent?—I examined the accounts and books that were sent by the superintendent.

Have you found them correct?—Yes, I have.

You are aware that very large profits have been derived by the colonial government from the supply of rations to the troops through the government farm?—I am.

From what cause do you conceive those profits to have arisen?—From the supplies of cattle and grain to the commissariat.

Have you any knowledge of the prices that were given by the superintendent of the farm for the cattle, or of the prices that he obtained from the commissariat department for the rations that he furnished?—I have no other knowledge than that which a reference to the accounts would enable me to acquire.

Do you know the reasons that suggested the expediency of establishing Somerset Farm?—I can't say that I ever heard what they were, but I suppose that it was considered the best mode of supplying the troops.

Did you ever hear that any difficulty or disappointment had occurred in the supply of the troops on the frontier, by the commissariat department, previous to the establishment of the farm?—No, I can't say that I have.

In what manner were the balances applied that appear on the accounts of the Somerset Farm, from the year 1819 to the year 1824?—I am not informed of the manner in which the balances were disposed of.

Did you ever ask for information upon the subject?—I do not recollect that I did.

Did you ever hear or understand to what purposes the balances were applied?—I cannot be positive as to that.

In referring to your report upon the revenues of the year 1822, I observe that you impute the decrease of the land revenue in that year to the falling off in the revenues of the government farm, on account of agricultural misfortunes; am I to infer, that the profits of the farm were carried to the account of the land revenue?—Yes, it would appear so.

In examining the accounts of the land revenue, did you not observe that payments had been made to its credit from the Somerset Farm?—Yes, I did.

Have you ever examined the accounts of the agent of Somerset Farm?—No, I do not recollect that I have.

(signed) *Walter Bentinck.*

(A true copy.)

(signed)

*John Gregory, Sec.*

(Copy)

Cape Town, 11th November 1825.

*P. G. Brink, Esq.* Examined.

HAVE you any knowledge of the appropriation that was made from time to time of the balances arising upon the accounts of the Somerset Farm?—Yes, I have from the latter end of the year 1819.

To whom, or to what department were they appropriated?—Sums have from time to time been paid to the receiver-general through the Land Revenue Office; and the expenses of the erection of barracks at Graham's Town, and I believe of other buildings, have been defrayed from the same source.

Were the balances transmitted from the superintendent of the farm to the bank direct or to the Colonial Office?—The balances were transmitted by the superintendent to the Colonial Office.

Were they paid into the bank, and if so, on what account?—They were paid into the bank on account of Somerset Farm.

By whom were these sums drawn out of the bank?—The drafts were signed by the town agent of the farm (Mr. Klerk) and countersigned by the colonial secretary; and this practice continued until the arrival of Sir Richard Plasket, who transmitted written directions to the bank to pay to the agent when any sums were required for the purposes of the farm, or any other purpose.



Then the warrant of the governor does not seem to have been necessary for authorizing the issues from the bank of the Somerset Farm funds?—The warrants of the governor were not given for authorizing these issues.

Were the balances of Somerset Farm entered as such to the credit of the colony, in the general accounts, as an item of revenue?—No, they were not.

We find in the accounts of the Somerset Farm a charge made for the purchase of merchandize, and sums to the credit of the farm for the proceeds; do you know the reasons that might have existed for carrying on this species of traffic at the farm?—I am not acquainted with them.

(signed) P. G. Brist.

(A true copy.) (signed) John Gregory, Sec.

Cape Town, 30th November 1825.

M. S. J. M'Carthy, Esquire, Examined.

HOW long have you filled the situation of colonial paymaster?—For seven years.

Be so good as to state in what manner, and at what rate, you have paid the salaries of those civil servants of the establishment who received them in sterling?—At the close of every three months I applied to the officer at the head of the commissariat department, to know the average rate of the bills drawn by him during that period upon the Lords of the Treasury; and on receiving that information, I prepared an estimate of the salaries payable according to that average rate in sterling, and sent it in to the Colonial Office to obtain the warrant of the Governor, after the estimate had obtained the signature of the auditor-general in support of its correctness.

Did you transmit to the auditor the letter or information that you received from the commissariat officer, with the estimate?—I did.

Were the averages of the rates of exchange always taken in this manner during the period in which you have filled your present situation?—They were.

Are you aware at what time this mode was adopted?—I am not aware.

Can you state whether the average rates of exchange were affected from time to time by the mode in which the commissariat may have regulated their drawings?—I am not acquainted with the fact, although I am aware that it has been alleged.

Were the quarterly averages taken at certain fixed periods of the year, or at uncertain periods?—The averages were necessarily taken at uncertain periods; as in conversation with the commissary, I have sometimes ascertained that it was not his intention to draw upon the Treasury within any precise period. If I ascertained this before the expiration of the quarter, I did not delay my application; but if he intended to draw again within the quarter, the averages were postponed till that drawing.

(signed) M. S. J. M'Carthy.

(A true copy.) (signed) John Gregory, Sec.

(Copy.)

Cape Town, 30th November 1825.

Ralph Rogerson, Esquire, Re-examined.

ARE you aware of any greater facility that existed in making the supplies to the detachment of troops posted at Algoa Bay than at the other posts on the frontier?—The supply at Algoa Bay being of inconsiderable extent, and the expense of carriage not being added, I conceive that the supplies made at that post would be contracted for at a lower rate than on the other stations.

I believe that the Somerset farm found it necessary, on several occasions, to purchase articles of supply from the commissariat department; were these supplies regularly paid for, or do they now constitute part of the debt due by the colony to the British Treasury?—The establishment was in the habit of receiving supplies from the commissariat department, and at the earlier periods the claim was sent in to the Colonial Office, and settled in Cape Town. Latterly, it was usual for the superintendent to settle for such supplies on the spot: to the best of my recollection, the whole of these supplies have been paid for.

Was any particular rate or price fixed for the rations that were issued to the settlers on their arrival in the colony by the commissariat department?—Rations were ordered to be issued to them, and they were charged to the settlers at the price that the government paid to the contractors, &c. to Somerset Farm. A supply of articles of provision, such as flour and rice, was ordered to be kept in readiness, and to be sold at prime cost to the settlers, which was done. The implements that were sent out from England were also disposed of at prime cost.

Was

Was the price that was charged for the rations issued to the settlers paid to the Somerset Farm by an order of the commander of the forces?—It was.

Was it the contract price that was paid for a portion of the rations received?—The price paid for rations to the Somerset Farm, and issued by that establishment after the arrival of the settlers, was the average of the several contracts entered into on the frontier.

In adverting again to the drawing of bills on the Treasury, will you state by what rules or principles the periods of drawing were regulated?—An estimate was made out by the commissariat of the probable demands of the next ensuing month, and submitted to the commander of the forces, showing also the amount in Spanish dollars and currency, according to the average price given for each at the last preceding drawing.

Did he, upon inspection of this estimate, give the necessary sanction for your drawing bills to cover the amount?—He generally gave a verbal order to advertise for the amount required for the public service.

Did the advertisement specify the amount that was required in Spanish dollars and in currency?—It did.

Did it ever happen that the governor and commander of the forces declined giving the sanction that you required?—Never, that I can recollect.

Were the tenders that were made for bills to the amount required opened in the presence of the governor and commander of the forces?—They were so until the year 1818, when a circular order from the Treasury was received, requiring that they should be opened in the office of the head of the department, in his presence and in the presence of the officer of the account department; and a schedule of the tenders was then ordered to be submitted to the commander of the forces, with their opinions as to which of the tenders should be accepted.

Was the highest tender for currency, and the lowest tender for Spanish dollars, always accepted?—With one exception only this rule was always observed.

What was the nature of the exception?—I had received an order from the commander of the forces, dated 13th May 1816, to stipulate that the name of a person or firm in England should be given in with each tender, in whose favour the respective bills should be drawn, &c. I was also ordered to prevent the amount of the sums likely to be drawn, or even the intention of drawing, from being known to individuals previous to the appearance of the advertisement. I had received some tenders that were not according to the terms of the advertisement drawn up in pursuance of this order, and I was directed by the commander of the forces to reject them.

What do you conceive to have been the reason for requiring the name of some person or house in London to whom the bills were to be made payable?—I believe that his Excellency the commander of the forces was impressed with an idea, that this precaution would prevent the sale and trafficking with bills on the spot, and keep down the exchange.

Were the tenders so excluded at a higher rate than those that were accepted?—They were; and lower tenders that had been made conformably to the advertisement were accepted. I addressed a letter to the commissary in chief upon the subject, in explanation of the circumstances.

Do you conceive that the insertion of the name of the house or person in whose favour the bills were drawn had the effect that was expected from it by the commander of the forces, in keeping down the rate of exchange?—It did not appear to me to have any decisive effect from the subsequent drawings, although I think that it prevented, to a certain extent, the speculation in bills, which had been carried on to the prejudice of those who were *bonâ fide* in want of bills for remittance.

It would appear that it was your duty to dispose of bills for currency at the highest rate of exchange that you could obtain. Did you find, when you proposed to his Excellency the commander of the forces to take advantage of periods favourable to that object, that his Excellency was disposed to meet your views?—I do not recollect that he ever interfered with the periods of advertising, or ever gave any orders to prevent me from taking advantage of the highest rate of exchange that offered; but in conversation I frequently observed that Lord Charles Somerset was impressed with a strong desire to keep down the rate of exchange for the benefit of the colony.

Did you ever receive any accommodation or advances in money for the public service, from the colonial treasury, during the period at which you were at the head of the department?—I believe that we have, but the advances were made to the department on account of claims that it had against the colonial treasury.

For what reasons did you apply to the colonial treasury for such advances?—From any unusual demand that might be made upon the commissariat chest, or its exhausted state, before the period of drawing bills arrived.

Do you think that applications for such assistance were frequently made to the colonial treasury?—Very rarely indeed, I believe.

Did you find that the amount of the tenders for bills fell short of the sums required on any occasion?—Frequently for Spanish dollars, and on many instances we refused tenders of Spanish dollars at a very high rate. The tenders for the sum required in currency were always sufficient.

Had you reason to know or believe that combinations took place amongst the commercial competitors for bills to keep down the rate of the tenders?—I believe that was often the case with respect to tenders for currency, as well as for Spanish dollars.

(signed) *R. Rogerson.*

(A true copy.)

(signed) *John Gregory, Sec.*

Cape Town, 5th December 1825.

*Ralph Rogerson, Esq. Re-examined.*

WITH reference to a former question respecting the tenders for bills, can you state whether you have rejected tenders that were at low rates, when within the amount that was stated to be required for the public service?—I recollect that such was the case on one occasion only, (in June 1822.) The tenders rejected amounted to 4,000*l.* and the sum required was 10,000*l.* the sum accepted was 4,630*l.* and at rates varying from 185  $\frac{1}{4}$  per cent to 205*l.* The tenders rejected were at 100 and 101 per cent, and which, with reference to the rates obtained in two former years, and the rejection of bills above the quantity required from 178 to 190 at the last preceding month, induced us to believe that the bills ought to have been tendered at a much higher rate. Our conjecture was confirmed by the result of the next drawing, (six weeks afterwards,) when 10,000 *l.* was obtained at from 150 to 180 per cent.

As you state that the amount of the tenders, accepted in the month of June, on this occasion fell short by 5,370*l.* of the sum required for the public service, and that you did not find it necessary to draw for money until the month of August, in what manner were the exigencies of the public service met by you during that period?—By the balance in the military chest having been probably found sufficient until the next period of drawing, or by receiving sums due to the commissariat.

Was the mode of advertising a drawing of bills in any manner altered during the administration of Sir Rufane S. Donkin, or different in any degree from what it was previous to Lord Charles Somerset's departure for England in January 1820, and subsequent to his return to the colony in the month of November 1821?—To the best of my recollection I think that no change took place during the administration of Sir R. Donkin.

Were you in the habit of demanding the repayment of sums due to the commissariat at times that the tenders for bills were not on favourable terms?—Not particularly at those times. We had constantly sums due to us by the colonial government, and of which we were entitled to claim the repayment.

(signed) *R. Rogerson.*

(A true copy.)

(signed) *John Gregory, Sec.*

(Copy.)

Cape Town, 5th December 1825.

*Mr. J. Marshall, President of the Bank, Examined.*

HAS it at any time been customary for the colonial government to make advances or payments to the commissariat department, through the medium of the Lombard or Discount Bank?—Not to my recollection.

Has the commissariat been at any time assisted by advances from the bank?—Certainly not within my recollection, and I conceive that the establishment could never have afforded to do so.

Can you state whether the colonial government has occasionally interfered to restrict the accommodations afforded to the public by the Discount Bank?—It has not done so to my knowledge. The accommodations of the Discount Bank have never been restricted that I am aware of, except by a deficiency of its means to afford accommodation.

Have you at times been necessitated to restrict the discounts of the bank, on the application of the merchants?—As the applications for discounts generally exceed the means of the bank to afford accommodation, it has necessarily occurred at times that such accommodations have been refused.

Have such restrictions particularly occurred at periods when bills were advertised to be drawn on the Treasury?—On such occasions the applications for discounts were more numerous than at other times, and it was necessary for the bank to be cautious in its issues as considerable drafts were made on the deposits by those who had occasion for their money to pay for the bills.

Was it usual for the Governor, or the colonial secretary, to send for information respecting the amount of sums deposited in the bank by the merchants?—Never that I am aware of.

Had you any knowledge of the amount of the bills that were tendered for by the merchants?—The government was in the habit of sending to the bank a list of all the tenders for bills, to enable the bank to regulate its discounts.

(signed) *J. Marshall.*

(A true copy.)

(signed)

*John Gregory, Sec.*

Cape Town, 5th December 1825.

*Wm. Hewetson, Esq. Deputy Commissary General, Examined.*

HOW long have you been in charge of the commissariat department in this colony?—Since the 25th April 1823.

Previous to the rate of exchange having been established, were you in the habit of drawing bills on the Treasury at certain periods, and without reference to the probable rates at which they might be negotiated in the market?—The bills were advertised for negotiation according to the wants of the public service, and without reference in any degree to the fluctuating rates of exchange. I made it a rule never in anyway to regulate the drawings by the latter consideration.

Have you at any time rejected tenders for sums you required on account of the rates being low?—Never.

Have you always accepted tenders for the full sum you have advertised for?—I have invariably.

Have you been in the habit of receiving advances or payments from the colonial government, on account of their debt to the British government?—Occasionally I have received small sums on account, which have been remitted to the frontier by the receiver-general. The payments on the frontier amounted altogether to 60,000 rix dollars, and in October 1823 a large payment was also made there from the Somerset Farm for supplies furnished. I deducted this sum, amounting to 88,664 rix dollars, from a claim by the farm for rations supplied to the troops on the frontier. In May 1824, I received at Cape Town, from the colonial paymaster and the receiver-general, 70,105 rix dollars, in further liquidation of the claims of the commissariat. In October 1824, I received from the colonial secretary 10,343 rix dollars, being interest upon the Treasury loans.

Were the sums paid to you by the receiver-general at times that the demand for bills was diminished?—The sums were generally so small, and paid at such distant periods, that they could have had little or no influence upon the negotiations, and were taken without any reference to the wants of the commissariat.

In what manner have you been accustomed to furnish the average rates of bills negotiated by you for the information of the colonial paymaster?—When I first arrived, the average of the drawings during the quarter was usually calculated by the commissariat, but I merely gave the dates of the several negotiations, with the average rate of each, leaving the colonial paymaster to take the average from this document.

Have you any recollection that, in any instance, you were required to include the rate of negotiations on the first or subsequent days of a succeeding quarter?—It happened on one occasion that the tenders for bills were accepted on the last day of the quarter, but the bills, according to practice, were not dated till the money was paid in on the second day of the next quarter; it being a rule I had established to receive tenders on Wednesdays, and to deliver bills on Fridays. I can furnish a copy of my letter to the colonial paymaster in reply to his application for the average of that quarter. As I had doubts whether this negotiation belonged to the averages of the prior quarter, I altered the practice; and to prevent a recurrence of such a doubt, I subsequently completed the drawings on the day on which the tenders were received.

Can you state whether it was decided that the average should include the drawing in question?—I have understood that it was admitted.

(signed)

*W. Hewetson, Dy Comy Genl.*

(A true copy.)

(signed)

*John Gregory, Sec.*

(B.)

Graham's Town, 28th February 1824.

Mr. Robert Johnstone, Deputy Assistant Commissary General, Examined.

WHEN did you arrive in this district in the service of the commissariat department?—  
In the beginning of the year 1818.

By what means were the troops at that time supplied?—Partly by contract and partly by  
the Somerset establishment.

How many by contract and how many by the Somerset Farm?—The troops at Graham's  
Town, where the principal part were stationed, were supplied by contract; the remainder  
by contract and the Somerset establishment. Very few of the posts, and only those in  
the immediate neighbourhood of Somerset, could be supplied from thence.

Who had the contract for the supply of the troops?—Mr. Retief had the contract for  
the supply of the troops at Graham's Town and a few of the out-posts.

At what price did he supply the rations at first?—There was a difference in the rate of  
supply at the different posts, depending upon their locality. The average rate of the supply  
of all the posts at that time by contract was 17  $\frac{1}{2}$  stivers.

At what rate were the troops supplied at the same time by Somerset Farm?—At 6  $\frac{1}{2}$   
sterling, which at the rate of exchange at 130 per cent would give 13 stivers at  $\frac{1}{3}$ ths.

How long did the contracts continue?—For a twelvemonth, and for one period for six  
months.

For what period was the army in this district supplied in this manner?—From the com-  
mencement of the year 1818; Mr. Hart had already taken the supply of a number of the  
posts, and from June of that year he likewise took up Graham's Town and more of the  
posts, charging the commissariat with the cost of rations supplied, which was altered  
by order of the Governor from the rate of 6  $\frac{1}{2}$  sterling to the average of other contracts on  
the frontier.

Do you know in what manner the price of rations supplied from Somerset Farm has been  
fixed?—I understood that it had been fixed by order of his Excellency the Governor when  
I arrived at the station in the year 1818, and it continued at the same rate (6  $\frac{1}{2}$  sterling  
per ration) until the 24th December 1818, when the price of the rations supplied from  
Somerset Farm was taken at the average rate of other contracts.

It has probably varied since?—It has.

Has the greatest part of the rations been supplied by Somerset Farm since 1818?—It  
has.

How, and whom, have you paid for the rations thus supplied to the European troops?—  
I have paid the agent for the Somerset Farm every two months for rations supplied both to  
the European and native troops. Since the month of December last, the native troops  
have been taken on charge by the agent of the Somerset establishment.

You have, I believe, made supplies from time to time to the Somerset establishment from  
the commissariat stores?—We have.

By whose order, and what did the supplies consist of?—By the order of the command-  
ant of the frontier, and the head of the department. The supplies consisted principally  
of flour and rice, and latterly of barley. We turned over a large quantity of that grain to  
Somerset establishment on the 24th December last.

I see that in the last accounts of the Somerset establishment ending December 30th,  
1823, the rations to the British troops and Cape regiment are charged at 13 stivers per  
ration, and that in the month of June they are charged at 19 stivers; do you know the  
reason for this augmentation of price?—I received an order about May last from the  
Governor, transmitted through the commandant of the frontier, directing me to pay for the  
rations at the rate of 19 stivers instead of 13, although this last was the rate of the only  
contract that then existed for the supply of the troops at port Elizabeth.

Was the order retrospective?—It was from December 1822.

At what rate are the European troops now supplied with rations at Graham's Town?—  
At 13 stivers per ration, and by contract with Messrs. Lee and Cock.

By whom are the troops on the other stations supplied, and at what price?—By Mr. Hart  
on the frontier at 18 stivers, and at Port Elizabeth at 7  $\frac{1}{2}$  stivers, but the commissariat  
supply the flour.

Were the rations that were issued to the settlers supplied by the commissariat depart-  
ment or by Mr. Hart?—Partly by both; but Mr. Hart supplied the meat entirely.

At

At what rate?—When he supplied cattle in bulk, he supplied them at the average rate of the country. At Bathurst the commissariat supplied rice and flour, and Mr. Hart supplied the meat.

Do you think that, since the year 1818, you should have been able to have provided for the supply of the troops in the district by the ordinary mode of contract, and at as cheap a rate as Mr. Hart has?—I think so, certainly.

Was Mr. Hart charged for the expense of freight and carriage of the flour and articles that he purchased from the commissariat?—No, he was not; they were charged to him at the cost price in Cape Town. The colonial government generally supplied freight, and the commissariat waggoons supplied carriage from Algoa Bay to Graham's Town, which has not yet been paid for.

By what means are the Cape Cavalry supplied with forage?—Principally from Cape Town. Oat-hay and green forage are procured when they are to be had, but the supply of both is precarious. I endeavoured to procure it last year by contract, but I did not succeed. There is not the quantity necessary to supply the horses, and the consequence is that they are sent out to graze in a neighbouring farm, or upon any vacant land.

What is the price that is now paid for green forage and oat-hay?—For oat-hay 3½ dollars per 100 lbs. which make 11 rations. For green forage the price paid was 1½ rix dollar per 100 lbs. that is to say, when it can be procured at the market, which is very seldom.

Were many applications made to you by the settlers at the expiration of the first two months after their arrival on their locations, to be permitted to receive their rations instead of continuing their rations?—Not many; the only one I now recollect was Mr. Phillips, who made the application to the acting governor, Sir Rufane Donkin, in my presence, to be permitted to receive his money and to draw rations as he wanted, and paying for them as he received them.

What was the answer of the acting governor?—That it could not be allowed.

Do you know what is the amount of the balances now due by the settlers for rations issued to them on account of government?—About the sum of 210,000 rix dollars, including the charges for stores, seed, corn, &c.

I believe that there was a great scarcity of flour in the year 1820?—There was, and it continued to 1821.

Meat, I believe, was never scarce?—Never.

(signed) Robert Johnstone, D. A. C. G.

(A true copy.) (signed) John Gregory, Sec.

(Examined) W. J. M.

(C.)

COPIES of Letters addressed by Deputy Assistant Commissary General Johnstone to Assistant Commissary General Rogerson, during the Years 1818, 1819, 1820, 1821 and 1822, reporting the inadequacy of the supplies of Corn and Forage on the Frontier Districts, and transmitting requisitions for Supplies from Cape Town.

(Copy.)

R. Rogerson, Esq. &c. &c. &c.

Sir,

Graham's Town, 20th February 1818

NUMEROUS complaints having been repeatedly made of the badness and failure of the supply of bread, in consequence of which I thought it my duty to suggest to the commanding officer the propriety of purchasing a quantity of biscuit, as the only way to prevent the like occurring in future, I now beg to report to you that I have received his directions to contract at this place for 10,000 lbs. which I have done with an inhabitant of Graham's Town, at 8 stivers per lb. I hope this price will not be thought by you too high; it is the lowest at what it could be procured. One half is to be thrown into a few central posts, convenient for the others, and the remaining half to be kept at head quarters, principally with a view of rationing any body of troops in advance that may possibly cross the frontier.

Although the ration of spirits has been discontinued, still there is a considerable quantity required for fatigue parties; what is now in store will probably last for this purpose only four months, therefore it would be advisable, if you think proper, that a small supply should be dispatched from Cape Town to Algoa Bay.

I have the honour to be, Sir, your most obedient servant,

(signed) Rob. Johnstone, D. A. C. G.

(Examined) W. J. M.

(Copy.)

William Johnstone, Esq. D. A. C. G. &amp;c. &amp;c. &amp;c.

Sir, Somerset, 25th September 1819.  
I BEG leave to acquaint you, for the information of the officers commanding on the frontier, that there is at present not more than 200 muids of wheat and flour on this place for the supply of the troops, but steps shall immediately be taken to purchase the remainder in the country, which I am sorry to say is not great.

I have the honour to be, Sir, your most obedient servant,

(Examined)

W. J. M.

(signed)

Robert Hart.

(Copy.)

Ralph Rogerson, Esq. &amp;c. &amp;c. &amp;c.

Sir, Graham's Town, 27th November 1819.  
I HAVE the honour to enclose you three tenders for barley, which are all that were offered on the 24th instant, for the supply of that article for one year: the price appeared so enormous both to the commanding officer here and myself, that accepting of any one of them (appeared to us) would have been detrimental to the service, as barley and oats can be procured much cheaper from the Cape. I will purchase in the meantime whatever quantity that can be got in the frontier districts, but am sorry to say the proportion of this grain sown by the farmers is very small ever since the 21st Light Dragoons went from the frontier. I have nearly 10,000 rations at present in store, therefore there is no immediate want.

I have the honour to be, Sir, your most obedient humble servant,

(Examined)

W. J. M.

(signed)

Rob. Johnstone, D. A. C. G.

(Copy.)

Ralph Rogerson, Esq. Assistant Commissary General, &amp;c. &amp;c. &amp;c.

Sir, Graham's Town, 4th July 1820.  
IN forwarding to you the enclosed requisition for barley, I have the honour to acquaint you that this part of the country is nearly exhausted of this article, and that the quantity mentioned in the requisition, with what I have in store, will complete the supply wanted until next crop.

I have the honour to be, Sir, your most obedient humble servant,

(Examined)

W. J. M.

(signed)

Rob. Johnstone, D. A. C. G.

Cape of Good Hope.

REQUIRED for the service of His Majesty's troops, serving on the frontier, the following supply of forage:—

130,000 lbs.

One hundred and thirty thousand pounds of barley.

Graham's Town, 4th July 1820.

(signed)

Rob. Johnstone, D. A. C. G.

(Copy.)

Ralph Rogerson, Esq. Assistant Commissary General, &amp;c. &amp;c. &amp;c.

Sir, Graham's Town, 26th December 1820.  
I HAVE the honour to report to you that I returned a few days ago from a journey through the corn districts, having been in those of Graaff Reinet, Fore and Agter Sneuwberg, Cradock Tarka, Bariaans River, and the upper part of this, and am sorry to state for the information of his Excellency the commander of the forces, that the crops of wheat have almost been destroyed by the mildew or rust in those places (except the Fore Sneuwberg); at a few farms where the grain was early reaped a small quantity has been preserved. The agent at Somerset proposes to burn a considerable quantity of his and sowing the ground again, but which is only a precarious experiment. This has been done in some instances likewise





(Copy.)

Ralph Rogerson, Esq. &amp;c. &amp;c. &amp;c.

Sir,

Commissariat Office, Graham's Town, 20th August 1822.

I HAVE the honour to acknowledge the receipt of Mr. Rennell's letter of the 8th instant, calling for periodical statements of supplies to be submitted to his Excellency the commander of the forces, which shall be strictly complied with; and in the mean time I request that another supply of flour may be sent, with as little delay as possible, (our sole dependence being from the Cape,) for the service of the troops and settlers; a considerable quantity being issued to the latter on payment, and a very small supply having been sent since I requested it by my letter of the 7th May last.

I have the honour to be, Sir, your most obedient humble servant,

(signed)

Robert Johnstone, D. A. C. G.

(Examined)

W. J. M.

(Copy.)

Robert Johnstone, Esq. D. A. C. Genl, &amp;c. &amp;c. &amp;c.

Sir,

Somerset, 11th Dec. 1822.

I HAVE been duly favoured with yours of the 10th, relative to the supplying the troops stationed at Graham's Town, on the Keiskamma and Cat Rivers, with flour for the ensuing year, but am sorry to say that it will be totally out of my power to supply them with any quantity worth calculating upon, the crops on this farm having entirely failed by the rust; nor can I calculate upon receiving any supply of that article from the farmers in the country, as from all I can learn the failure of crops is pretty general. I am of opinion the product of this harvest will not be sufficient for the supply of the inhabitants, that it will be necessary for you to have recourse to some other quarter.

I have the honour to be, Sir, your most obedient,

(signed)

Robert Hart.

(Examined)

W. J. M.

(Copy.)

Ralph Rogerson, Esq. Ass<sup>t</sup> Com. Genl, &c. &c. &c.

Sir,

Commissariat Office, Graham's Town, 18th December 1822.

I HAVE the honour to report to you, that I have returned from a journey into the corn districts on the frontier, and am sorry that it should again become my duty to inform you of the almost total failure of the crops by the rust. By a communication, which I enclose from the agent of the Somerset Farm, you will perceive that the once large and promising crop on them has entirely failed. I visited a very great number of the most extensive farms, the wheat on those most early advanced was not worth the reaping; and the later-sown grain in the Sneeuwberg slightly affected, which, when it comes fully into ear, there is little doubt will share the same fate as the early crops, the blight having attacked them much in the same manner. On two or three farms a middling crop will be procured, which is quite unaccountable, as the neighbouring ones were destroyed. In one particular place on the Melk River, the wheat was saved by stopping the irrigation of the land immediately on the rust making its appearance. On the adjoining farm, belonging to Mr. Cotzee, only three miles off, there is no crop whatever.

In consequence of this calamity, it will again become necessary for flour to be sent from the Cape to the frontier, our wants of which will be seen by my statement every fortnight. Although there will be a small supply of barley got this season from the country, I shall still be under the necessity of looking for the bulk of it likewise from the Cape, and it will be desirable that some should be forwarded soon, as I cannot prevail on the farmers to bring much in but when it suits their convenience.

I have the honour to be, Sir, your most obedient servant,

(signed)

Robert Johnstone, D. A. C. G.

(Examined)

W. J. M.

The foregoing Letters have been copied from the Originals transmitted by Mr. Rogerson for the perusal of the Commissioners of Inquiry.

29th October 1825.

John Gregory.

(D.)

His Majesty's Commissioners of Inquiry, &amp;c. &amp;c. &amp;c.

Gentlemen,

Commissariat, Cape of Hope Hope, Cape Town, 10th Nov. 1825.

IN reply to your letter of yesterday's date, I have the honour to transmit herewith, as requested therein, the following documents:

No. 1. Extract of a letter, under date Cape Town, July 15th 1823, addressed by me to the Secretary to the Right honourable the Lords Commissioners of His Majesty's Treasury, reporting the mode, that, on assuming the charge of the commissariat in this colony, I found was adopted by order of the commander of the forces, for supplying rations to the troops stationed on the frontier.

No. 2. Copy

No. 2. Copy of my letter to the military secretary, under date 10th July 1825, and enclosures therein referred to, upon the subject of an order given by the commander of the forces, dated the 12th following (copy also enclosed), to give a retrospective effect to an instruction to the commandant on the frontier, dated the 19th June 1823, directing the rations supplied by the government farm to be charged at the rate of nineteen stivers each instead of thirteen, the rate of the Port Elizabeth contract for the supply of similar rations.

No. 3. Copy of a letter, under date Cape Town, 14th October 1823, addressed by me to the secretary to the Lords Commissioners of His Majesty's Treasury, with enclosures therein referred to, reporting an arrangement then in progress for obtaining the supplies for the frontier forces for the year 1824, by public competition.

No. 4. Extract of a letter, under date 30th December 1823, addressed as above, stating that the arrangement reported on the 14th October previous had been carried into effect, and that a considerable reduction in the cost of the rations to be supplied for the year 1824 had been effected.

I have the honour to be, Gentlemen, your very obedient servant,

(signed) W. Hewetson, D. C. G.

No. 1.

EXTRACT from a Letter, under date Cape Town, 15th July 1823, addressed by Assistant Commissary General Hewetson to George Harrison, Esq. Secretary to the Lords Commissioners of His Majesty's Treasury; reporting the Mode which, on his assuming the charge of the Commissariat in this Colony, he found was adopted by order of his Excellency the Commander of the Forces, for supplying the Troops stationed on the Frontiers with Rations of Provisions, Fuel, and Candles.

THE garrison at Port Elizabeth, Algoa Bay, is supplied with full rations by contract; the contracting party making the deliveries direct to the troops, upon the order of the resident commissariat officer. The frontier force at Graham's Town, and the several posts dependencies thereto, seven in number, scattered over a wide extent of country, are furnished on the spot, under an arrangement of his Excellency the commander of the forces, with full rations; through the agency of the Somerset colonial Farm, and paid for hitherto at the average of the contract prices for rations of the same description delivered elsewhere; the commissariat officer at Graham's Town furnishing the agent from the public depôt (supplied from Cape Town with considerable expense and labour) with such of the articles, as, from the precarious resources of the frontier, cannot be had in the neighbourhood; or, as it may be in the interest of the farm to require government stores, from the circumstance of the prices charged by the commissariat for the articles so provided being less than what would have to be paid by purchasing through any other channel, occasionally all the articles composing the ration of provisions, except fresh meat, are thus procured by the agent, in account, from the commissariat magazines. This arrangement, with the assistance afforded by the commissariat, is doubtless advantageous to the colonial government, and it must be added that the deliveries appear to be regular and satisfactory; as it, however, embraces not only the posts in the vicinity of the farm, but likewise the most distant, comprehending the head-quarters at Graham's Town, it shuts out all competition for their supply by private individuals; indeed, for the last two years, the only contract open to the public, in the interior, has been for the garrison at Port Elizabeth, Algoa Bay, and according to the rate of which the government establishment has been paid; his Excellency, however, as will be seen from the enclosed copy of a letter, under date 19th June, addressed to the officer commanding on the frontier, does not consider it any longer a fair criterion, and has consequently directed 19 stivers, the Algoa Bay price for last year, to be resumed in favour of the colonial farm, instead of 13 stivers, the rate paid since the 25th December 1822. Copy of a letter I addressed the commander of the forces upon this occasion, together with his reply, is herewith transmitted for their Lordships information."

Vide No. a.

(signed) W. Hewetson, A. C. Genl.

(Copy.)

No. 2.

Major Rogers, Military Secretary.

Sir, Commissariat, Cape of Good Hope, Cape Town, 10th July 1823.

I HAVE the honour to enclose copy of a letter I received yesterday from D. A. C. G. Johnstone, covering copy of your communication to Lieut.-Col. Scott, commanding on the frontier, containing his Excellency the commander of the forces directions to that officer, that 19 stivers, the rate paid by the commissariat during the last year to the colonial establishment at Somerset Farm, for full rations delivered to the troops on the frontier, is to be continued, instead of 13 stivers, the rate paid the establishment since the

25th December last, being the contract price for rations of a similar description furnished the troops at Algoa Bay. In reference thereto I beg leave to observe, that his Excellency's commands, as above, reached D. A. C. G. Johnstone some days subsequent to the 24th ultimo, and as they do not apply retrospectively, they will be acted upon by him for supplies delivered from the 25th of June.

In closing this letter, it may not be irrelevant to submit for the consideration of his Excellency, the practicability, by giving timely notice, of obtaining supplies, to be delivered to the troops on the frontier, by public competition, particularly for the force at Graham's Town, upon terms more advantageous to His Majesty's government than the present, the cost of the ration furnished through the intervention of the colonial farm exceeding by one third the contract rate at Algoa Bay; and, as there is now a considerable depot of flour at Port Elizabeth, which, to prevent loss by deterioration, it will be necessary gradually to consume, supplies might be advertised for, the deliveries commencing from the 25th October, or at latest December next, for full rations to be delivered at the several out-posts, and for rations without bread for the troops at Graham's Town, calling for separate tenders for baking that article from the government flour.

I have the honour to be, Sir, your very obedient servant,

(signed) *W. Hewetson, Ass' Com' General.*

*Wm. Hewetson, Esq. Assistant Commissary General.*

Commissariat Office, Graham's Town, 1st July 1823.

I HAVE the honour to enclose for your information a copy of a letter from the military secretary to the commandant on the frontier, relative to an increase to be paid for rations, that he received from the Somerset establishment.

I have the honour to be, Sir, your most obedient humble servant,

(signed) *Robert Johnstone, D. A. C. G.*

Lieut.-Col. Scott, Commandant, &c. &c. &c.

Sir, Newland's, June 19th, 1823.  
I AM directed by the commandant of the forces to acquaint you, and am to desire that you will be pleased to instruct the commissariat officer on the frontier accordingly, that 19 stivers, heretofore paid the government establishment at Somerset Farm for the supply of the ration to the troops on the frontier, is to continue, until further orders, to be the rate at which the ration is to be charged as the reduced price, at which the contract has been made, for the supply of the small garrison at Algoa Bay, cannot be a fair or equitable pretence upon which to fix the ration furnished from the government establishment at a less rate than will pay the expense; Algoa Bay affording advantages for purchasing every article included in the ration at a much less cost than the same can be delivered throughout the frontier command by the government agent.

I have the honour to be,

(signed) *G. J. Rogers, M. Sec.*

(Copy.)

*Wm. Hewetson, Esq. Assistant Commissary General.*

Sir,

Government House, July 12th, 1823.

HAVING laid before the commander of the forces your letter of the 10th instant, with its enclosures from Deputy Assistant Commissary General Johnstone, relative to the rate at which the ration supplied by the government farm to the troops on the frontier is to be charged, I am directed to inform you that my letter to the officer commanding, dated 19th June last, therein alluded, has a retrospective view, and that payment for the rations supplied prior to the 24th ultimo must be made at the rate of 19 stivers the ration.

The remaining part of your letter on the subject of supplying the troops on the frontiers by contract is under consideration, and as early as circumstances will permit I shall have the honour to notify to you his Excellency's decision thereon.

I have the honour to be, Sir, your most obedient humble servant,

(signed) *G. J. Rogers, M. S.*

(Copy.)

No. 3.

George Harrison, Esq. &c. &c. &c.

Commissariat, Cape of Good Hope,

Cape Town, 14th October 1823.

Sir,

I HAVE the honour to report, for the information of the Right honourable the Lords Commissioners of His Majesty's Treasury, that His Excellency the commander of the forces has notified to me that the colonial government intend to take upon itself the entire supply of its own corps upon the frontier, cavalry and infantry, to commence on the 24th October next.

When this arrangement shall have been carried into effect, I shall be enabled to make a further reduction of the department on the frontier, which their Lordships may rest assured shall be to the utmost possible extent.

In consequence of the decision of his Excellency, that the colony shall provide its own corps, and in reference to my communication to the military secretary of the 10th July last, copy of which accompanied my report to their Lordships under date the 15th following, submitting to his Excellency the practicability of obtaining supplies upon the frontier, by public competition, upon more advantageous terms to His Majesty's government than under the existing arrangement, (through the agency of the colonial farm); I now enclose copy of the military secretary's letter to me, in reply to a recent communication made to him on this subject, under which I have published an advertisement, copy of which is annexed, calling for tenders for the supplies in question; and as no part of the flour sent out from England has yet been appropriated for the use of the settlers, it is my intention, should the approaching harvest turn out well, in order to prevent the loss to the public which would ensue, if kept for any length of time in store as a reserve depôt, to commence under his Excellency's sanction its consumption for the use of the troops on the frontier, in such proportion as will consume the whole while it is wholesome.

I have the honour to be, Sir, your most obedient servant,

(signed) W. Hewitson, A. C. Genl.

(Copy of Advertisement.)

*Supplies for His Majesty's Troops on the Frontier.*

NOTICE is hereby given to such persons as may be desirous of contracting for the supply of full rations of provisions, &c. to His Majesty's European troops stationed at Graham's Town, and the several detached posts on the frontier for twelve months, commencing the 25th December next, that sealed tenders for the same, with reference to the particulars hereunder expressed, will be received by Deputy Assistant Commissary General Johnstone, at his office Graham's Town, until 12 o'clock on Thursday the 20th November next.

*Particulars.*

The rations to be composed as follows, and the deliveries to be made by the contractor direct to the troops at the several posts, free of all extra charge for transport, &c.

No. 1.	{	1 lb. of bread,
Men's full rations, each		1 ½ lb. of fresh beef or mutton, 2 ounces of flour;

English weight, with the usual regulated proportion of fire-wood and candles.

No. 2.	{	½ lb. of bread,
Women and children's rations, each		½ lb. of fresh beef or mutton.

No fuel or candles.

The tenders to specify in words at length the price of each full ration as above. The whole of the articles to be provided by the contractor; and, secondly, to state the price of each ration; the commissariat furnishing from the depôt at Graham's Town the whole of the flour requisite, baking, carriage, and all other expenses in providing and delivering. The ration to be borne by the contractor.

The number of rations to be supplied at each post, the quality of the several articles, and every other information can be obtained, on application to Deputy Assistant Commissary General Johnstone, at his office Graham's Town.

Tenders for the supply of similar rations to His Majesty's European troops at Port Elizabeth, Algoa Bay, for the same period, and according to the foregoing particulars, will also be received by Deputy Assistant Commissary General Craig, at his office Port Elizabeth, to the same date.

Security will be required for the fulfilment of the contract.

Commissariat, Cape of Good Hope, Cape Town, 30th September 1823.

Major G. J. Rogers, Military Secretary.

Sir, Commissariat, Cape of Good Hope, Cape Town, 25th August 1823.  
 IN reference to my letter of the 10th July last, I have now the honour to submit for the consideration of his Excellency the commander of the forces, the enclosed draft of an advertisement for the supply of His Majesty's troops on the frontier, which, under his Lordship's approval, I propose publishing in the ensuing Cape Gazette. His Excellency will perceive I have given up my original proposition of calling for separate tenders for rations without bread at Graham's Town, and for baking the bread required at that post from the government flour in store; having reason to believe, that although considerable competition may be expected for the supply of full rations, little or none would be excited for baking. I have, therefore, drawn up the present advertisement for the supply of full rations generally, providing therein at the same time for the gradual consumption of the English flour.

I beg you will bring under his Excellency's notice that I have left blank the particulars of ration No. 2, for women and children of European corps; and in reference to my letter of the 23d May last, covering a communication from the right honourable the Lords Commissioners of His Majesty's Treasury upon this subject, I have noted in the margin (a) the rations women and children of European corps are entitled to under the Royal Warrant of the 12th July 1816, and (b) the ration they now receive under the existing contract, which includes one quarter of a pound of meat, and one ounce of flour, substituted in the soldiers' ration in lieu of wine; prior to publishing the enclosed advertisement for the ensuing year. I request to be informed which of these rations it is his Lordship's pleasure shall be inserted therein.

(a) Regulated Ration.

$\frac{1}{2}$  lb. bread.  
 $\frac{1}{2}$  lb. fresh meat.

(b) Local Ration.

$\frac{1}{2}$  lb. bread.  
 $\frac{1}{2}$  lb. fresh meat.  
 1 oz. flour.

I have the honour to be, Sir, your most obedient servant,

(signed) W. Hewetson, A. C. Genl.

William Hewetson, Esq. Assistant Commissary General.

Sir, Government House, September 26th, 1823.  
 I AM directed by the commander of the forces to acquaint you, that the colonial government intending to take upon itself the entire supply of its own corps upon the frontiers, cavalry and infantry, the colonial building at present occupied as a commissariat store at Graham's Town, as well as all others of a like description on the frontiers, will be required to be delivered over to the colonial agent with the least possible delay. In consequence of which his Excellency desires you will, without loss of time, direct Deputy Assistant Commissary General Johnstone to look out for (and report to you thereon) such storehouse room as will be required for the King's commissariat on the frontier districts.

I have the honour to be, Sir, your most obedient humble servant,

(signed) G. J. Rogers, M. S.

Major G. J. Rogers, Military Secretary.

Sir, Commissariat, Cape of Good Hope, Cape Town, 27th Sept. 1823.

IN acknowledging the receipt of your letter of yesterday's date, acquainting me, by order of his Excellency the commander of the forces, that the colonial government intending taking upon itself the entire supply of its own corps upon the frontier, cavalry and infantry, the store accommodation afforded the commissariat in the colonial buildings at Graham's Town, and elsewhere on the frontiers, will be required to be delivered over to the colonial agent with the least possible delay, &c. &c. &c. I have the honour to reply, that I have instructed Deputy Assistant Commissary General Johnstone accordingly, and expect that as the greater proportion of the room called for has been occupied for containing forage for the colonial cavalry, which, under the directions contained in your letter, will be now provided by the colony, but little additional store room will be requisite.

As your communication does not mention any date upon which the commissariat is to discontinue the supplying of the colonial corps, may I request you will have the goodness to instruct me upon this point; and, in reference to my letter of the 25th ultimo, submitting for his Excellency's consideration the draft of an advertisement, calling for tenders for contracts for supplying His Majesty's troops on the frontier with full rations for twelve months, commencing the 25th December next, to be delivered at the several posts therein named, convey to me his Lordship's commands thereon; and further, to enable Deputy Assistant Commissary General Johnstone to give full and explicit information upon the number of rations the contractors for supplying the troops of the line will have to furnish at each post, I beg you will acquaint me with their number and intended distribution.

I have the honour to be, Sir, your most obedient servant,

(signed) W. Hewetson, A. C. Genl.

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William Hewetson, Esquire, Assistant Commissary General.

Sir, Government House, 29th September 1825. HAVING submitted to the commander of the forces your letter of the 27th instant, relative to the supply of the troops on the frontier, I am in reply directed by his Excellency to acquaint you, that he considers it will be best that the present mode of rationing the troops there should continue in force until the end of the military year, the 24th December next, and the new arrangement commence from the 25th following.

In regard to the distribution of the force on the frontier, his Excellency desires that you will be pleased to communicate with Deputy Assistant Commissary General Johnstone at Graham's Town, who will be able to obtain for you the most accurate information on this point, of the intentions of the officer in command of the frontier, in respect to the several posts which the King's troops will occupy.

I have the honour to be, Sir, your most obedient humble servant,

(signed) G. J. Rogers, M. S.

No. 4.

EXTRACT from a letter, under date Cape Town, 30th December 1823, addressed by Assistant Commissary General Hewetson to the Secretary of the Treasury,

Treasury Chambers, London.

"THE supplies required for the interior for 1824, their Lordships will perceive are considerably lower than for 1823, a reduction from 19 to 13 stivers having been effected in the price of the full ration at Graham's Town, and from 19 to 18 stivers for the out-posts, occasioned, according to my expectation, by throwing open the frontier contracts to general competition.

"The two rates for rations, which will be observed on the schedule, viz. 13 stivers for the ration complete, the contractor providing at his own charge all the articles of which it is composed, and secondly, 6 1/2 stivers, the commissariat furnishing the requisite quantity of flour, is established in order (as reported to their Lordships in my letter, No. 68, of the 14th October,) to enable me to make use of the English flour, imported last year for the use of the settlers, whenever it may be necessary to consume it more rapidly, than at present."

(signed) W. Hewetson, A. C. Genl.

(E.)

John Thomas Bigge, Esq. William M. Colebrooke, Esq. His Majesty's Commissioners of Inquiry, &c. &c. &c. Cape Town.

Gentlemen, Cape Town, 11th November 1825. I HAVE the honour to acknowledge the receipt of your communication of the 9th instant, relative to the arrangements which were adopted respecting the government farm supplying the troops with rations, &c. on the frontiers of the colony. In answer to which I have the honour to state for your information, that as the principal part of the commissariat expenditure on the frontiers of the colony was for account of the colonial government, his Excellency, the Governor's, orders were generally sent direct to the commandant, landdrost, or responsible officer, stationed on the frontiers, who issued his orders to the commissariat officer on the station, without the communications so made (from the great distance of the station) coming through my office at head-quarters; consequently, being ignorant of these orders and arrangements, I was obliged to send all the frontier accounts, on their arrival at head-quarters, direct to the military auditor for his examination, who forwarded his queries and observations to the frontier accountant for his answers and explanations, and when the accounts were completed the commissioners of accounts forwarded them to me to be included in my general account with the Lords of the Treasury, and were then forwarded to England with all the authorities, &c. and which has been the usual practice on this station for many years. With reference to the transmission of authorities, &c. it has been the custom on this station for the accountant to transmit one copy of his periodical account current direct to the Treasury for the information of the Right honourable the Lords Commissioners of the Treasury, and another with all the vouchers, documents and authorities in support of the account, together with the remarks of the military auditor, to the auditors general at home. The orders respecting the immediate transmission of general orders, authorities, &c. did not reach this station till after I had given over the charge of the commissariat department to Deputy Commissary General Hewetson. Perhaps it may not be irrelevant to state, that from the system adopted on the frontiers, and the irregularity of commissariat officers being under the orders of the civil magistrates, &c. I represented to the Lords Commissioners of His Majesty's Treasury the expediency of a colonial commissariat being established; but their

Lordships were not pleased to authorize such an arrangement. A copy of my letter upon that subject I have the honour to enclose herewith.

From the circumstances within stated, I take the liberty of referring you to the assistant commissary general of accounts for any further information upon this subject.

I have the honour to be, Gentlemen,

Your most obedient humble servant,

(signed)

E. Rogerson.

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George Harrison, Esquire, &c. &c. &c.

Sir, Commissary General's Office, Cape of Good Hope, 1st November 1820.

WITH reference to your letter of the 25th July last, No. 196, I have the honour to transmit herewith, for the information of the Right honourable the Lords Commissioners of His Majesty's Treasury, the enclosures No. 1 & 2, the former being an account of all sums paid on account of the colonial government of the Cape of Good Hope, and the latter an account of sums received by me on account of the disbursements made for supplies of provisions, &c. to the colonial corps, armed inhabitants, &c. &c. in this colony; but as considerable difficulty has arisen in making out the colonial account as to what charges ought to be made against the government (with the exception of rations,) I take the liberty humbly to suggest to their Lordships, that if a colonial commissariat was established such a difficulty would not arise, at the same time a considerable saving to His Majesty's government would be the result. The colonial commissariat officer under the immediate orders of the Governor of the colony would then draw (by warrant) all monies required for colonial services direct from the colonial treasury, and not from sums raised for the extraordinary services of the army, and the commissariat officers and clerks would be paid by the colonial paymaster out of the funds of this colony. The commissariat department under my order having much augmented by the arrival of settlers, and other civilians, ordered to be furnished with provisions, &c. &c. and other novel colonial duties which we have to perform having become extremely irksome and unpleasant, particularly on the frontier of the colony, where the officers and clerks are obliged to obey indiscriminately officers and civil magistrates, contrary to the rules of the service, together with the serious responsibility which attaches to me from the want of proper storehouses, &c. and the difficulty which arises in keeping distinct and regular accounts of the military and civil branches of the service, and of the items to be charged against the colonial government; I trust their Lordships will be pleased to direct the government of the Cape of Good Hope to establish a commissariat of their own for all colonial services, to be paid out of the revenue of the colony, the accounts to be examined by the colonial auditor, &c. &c. by which means I shall be enabled to discharge a number of persons at present paid by me, and whose salaries are charged in my public account current with their Lordships, instead of the civil government of the place.

Trusting the documents herewith transmitted will prove satisfactory to their Lordships,

I have the honour to be, Sir,

Your most obedient servant,

(signed)

R. Rogerson, A. C. Genl.

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(F.)

John Thomas Bigge, Esq. Wm. M. G. Colebrooke, Esq. His Majesty's Commissioners of Inquiry.

Sirs, Commissariat of Account's Office, Cape Town, 12th November 1825.

I HAVE the honour to acknowledge receipt of your letter of the 9th instant, and, in compliance with your desire, beg leave to lay before you the accompanying extracts from the several observations made by me upon the subject of supplies for the troops on the frontier, through the colonial government farm, and upon money advances made by the commissariat on account of the colonial government; which remarks with the explanatory statements thereto annexed, by answer and note, were duly forwarded by me to England,

Representations from my department are thus laid before the Treasury, in the shape most calculated to strike the attention, being in immediate connexion with the item of account whence they originate, and conveying all information on the subjects.

With respect to the payment of 19 stivers per ration, during the year 1823, it was the subject of observation (whereof copy annexed), which was replied to by the production of orders from his Excellency the commander of the forces for the payment at that rate; not only for the current period, but also retrospectively, and submitted by me to the Treasury, with the observation.

I have the honour to be, Sirs, your most obedient humble servant,

W. Hayward, Ass' Com. Acc<sup>ts</sup>.

(Extract.)

**OBSERVATIONS, on Examination of the Cash Account of Deputy Assistant Commissary General Johnstone for Frontier Service, for the period from 25th June to 24th August 1821.**

Description of the Voucher.	OBSERVATION.	ANSWER or Explanation of the Accountant.
<p>Supplies for the Army. On the contracts generally.</p>	<p>The circumstance which lately occurred, of the abandonment of several contracts on the frontier for the two months ending on 24th June 1821, and new contracts entered into at an advanced rate, has drawn the attention to the particular period of the year (25th June) when the contracts on the frontier are entered into. It appears that this time of the year, namely Mid-winter, is the most unfavourable, at least for bread, as at that time the corn is advancing in price, and meat not being dearer, but better in quality at that season. The reason for commencing the contracts at this period appears to have arisen out of the circumstance of the change in the nature of the army rations, directed by the King's warrant, having been notified on this station early in 1817, and the consequent annulling of the contracts, for the old supply, on the 24th June, after the usual notice; from which date they have been since formed for the year. The former practice was to commence them on 25th December, and this is also done in Cape Town. At that season the produce of the harvest is ascertained, and it is natural to expect that the prices for a year ensuing could be fixed at the most equitable rate; whereas it seems contrary to prudence to select the time when the stock in hand is small, and the seed for the ensuing harvest is scarcely yet in the earth.</p> <p>Accountant is requested to consider these suggestions maturely, and to furnish full information thereon.</p> <p>Cape of Good Hope, } 20th Nov. 1821. }</p> <p>(signed) W<sup>m</sup> Hayward, Ass<sup>t</sup> Com. Acc<sup>t</sup>.</p> <p>(A true extract.) W<sup>m</sup> Hayward, Ass<sup>t</sup> Com. Acc<sup>t</sup>.</p>	<p>The abandonment of the contracts on the frontier was the natural consequence of the total failure of crops last year in this part of the world by blight, and which has been nearly equally destructive to the last harvest. It having been the practice to commence the contracts on the 25th June, when accountant took charge he did not feel himself authorized to change the period; but now as the circumstances have been fully pointed out, in the justness of which accountant entirely agrees, he will take measures to comply with the suggestions in the Observation.</p> <p>On account of the failure this season of the crops, accountant does not think that it would be advantageous to the public service to alter the present contracts. On their expiring, however, on the 24th June next, they will be afterwards made up to the 24th December, and thereafter from December to December.</p> <p>Graham's Town, } 24th December 1821. }</p> <p>(signed) Rob<sup>t</sup> Johnstone, D. A. C. G.</p> <p>Note on the above, given by the Assistant Commissary of Accounts.</p> <p>The several circumstances stated in this answer are correct, and the opinions expressed are concurred in.</p> <p>(signed) W<sup>m</sup> Hayward, A. C. Acc<sup>t</sup>.</p>



Cape of Good Hope.

**PUBLIC COMMUNICATIONS made by the Commissariat of Accounts upon the subject  
of the Colonial Government Farm at Somerset**

On the first Payment made to the Colonial Government Farm for Rations supplied to the Troops on the Frontier.

**Observations on Frontier Cash Account from  
25th April to 24th May 1817.**

Vouchers Nos. 1 to 8. Supplies furnished by the Colonial Government Establishment at Somerset, from 25th October 1816 to 24th May 1817.

*Observation.*

The letter of Lieut.-Col. Cuyler, of the 10th April 1817, accompanying these vouchers, goes only so far as to state that the agent at the colonial establishment should be paid the government stoppage for each ration; it is, therefore, requisite that the accountant should produce the first documents, directing the supply of the various posts to be made by that establishment, as it is found, on fully investigating these vouchers, and calculating the relative prices, that the price at 6*d.* sterling per ration, paid in Cape currency, is under the contract price only when the rate of exchange is below 100 per cent, but when the rate of exchange exceeds 100 per cent, it is, in some cases, disadvantageous.

Cape of Good Hope, 28th Jan. 1818.

(signed) *W. Hayward, A. C. Acc<sup>ts</sup>.*

On Advances made for Colonial Government Account by the British Commissariat.

**Observations on Assistant Commissary General Rogerson's Cash Account, from 25th October to 24th December 1820.**

Voucher N, for Advance to Captain Trappes on account of Colonial Government, on the 7th October. *Rds.* 6,000.

*Observations.*

Some light should be thrown on this subject as to the application of the money, that it may be shown for what purpose the British government is called upon to make such an advance to the colonial government; and it should be suggested that the agent of the government farm on the frontier might make such advances, he being in the receipt of large sums for the supplies furnished by the farm.

commissariat; and because such advances made by the commissary general need only be notified here, to be forthwith replaced to the commissariat at this place.

"The impossibility, under the circumstances of communication with those distant stations of this colony, of providing the public servants with money when wanted, has induced the Governor and commander of the forces to admit of this accommodation being given occasionally; it has not been frequently, and it is to be hoped that the time is fast approaching when it will not be necessary to call upon the commissariat in similar cases; but it would be placing the agent of the Somerset Farm in a completely new position, were he to be called upon to make this description of advance, no monies being left in his hands beyond those required for the use of the farm."

*Note on the above by the Assistant Commissary of Accounts.*

It now appearing that advances of the nature alluded to are to be forthwith replaced on being notified, the attention of the Assistant Commissary General has been called to this point, that no time may be lost in reclaiming the amount of any such future advances.

(signed) *W<sup>m</sup> H. A. C. Acc<sup>ts</sup>.*

*Answer or Explanation of the Accountant.*

The general order, directing the supply of the troops by the colonial government farms, is transmitted; and accountant has applied to the military secretary for the authority to corroborate the charge made of 6*d.* sterling per ration.

Cape of Good Hope, 30th Jan. 1818.

(signed) *John Damant, D. A. C. G.*

*Note on the above by the Assistant Commissary of Accounts.*

Letter of military secretary to the assistant commissariat of accounts is judged sufficient authority.

*W<sup>m</sup> H. A. C. Acc<sup>ts</sup>.*

It can also now with propriety be pointed out, that the colonial government farm continues to supply the rations of provisions to very nearly the whole body of the troops stationed on the frontier, for which very large payments are made; these payments comprise the value of the issues made to the Cape regiment, the vouchers for which, after having been paid on the frontier to the government agent, are subsequently included in the accounts of claims upon the colonial government, rendered by accountant, and thereby repaid. But it is suggested that the issues made from the colonial farm to the Cape regiment should no longer be paid for by the commissariat, as it does not appear that the present mode leads to any result: it loads the accountant's account with a needless charge, and becomes, in fact, an advance to the colonial government for supplies furnished by it to its own corps.

Cape of Good Hope, 15th June 1821.

(signed) Wm Hayward,  
Ass<sup>t</sup> Com. Acc<sup>ts</sup>.

An answer on this subject is also annexed from the military secretary.

At first sight the observation of the commissary of accounts relative to Somerset Farm and the Cape Corps would appear a just and expedient one to follow, but one decisive objection is in the way of its execution; namely, that it is in contemplation very shortly to break up Somerset Farm altogether.

Cape of Good Hope, 18th August 1821.

(signed) Ralph Rogerson,  
Ass<sup>t</sup> Com. Gen<sup>l</sup>.

On the Payments made to the Colonial Government Farm generally.

Note on the above by the Assistant Commissary of Accounts.

The circumstance of the advance alluded to in the previous observation led to the suggestion now made; and it does not appear to admit of a doubt, but that it would be the proper plan to pursue if the colonial government establishment should not be discontinued.

(signed) Wm H. A. C. Acc<sup>ts</sup>.

Letter addressed to Ass<sup>t</sup> Com. Gen. Rogerson, on subject of repayment of Advances made on Colonial Government account.

Cape Town, 30th August 1821.

In an account lately received from Dep. Ass<sup>t</sup> Com. Gen. Johnstone for examination, are found two receipts for the sums of R. 1,000 and R. 3,000, advanced on account of the colonial government. As these advances are presumed to be under the same circumstances as pointed out in the answer to my observation No. 14, on your cash account to 24th December 1820, that is, to be forthwith replaced on being notified, I have the honour to hand you these receipts for that purpose accordingly.

(signed) I have, &c. &c.  
Wm Hayward, Ass<sup>t</sup> Com. Acc<sup>ts</sup>.

On advances made for Colonial Government account

The assistant commissary general was also called upon by public observation on accounts to claim immediate reimbursement of such advances.

Note:—These advances were recovered on the 16th September 1821.

Observations on Frontier Cash Account from 25th February to 24th April 1823.

Voucher No. 17, for payment to R. Hart for rations furnished to the troops from 25th December 1822 to 24th February 1823.

Observation.

The schedule and tenders for the supply of rations from 25th December 1822 are required.

10th June 1823.

(signed) Wm Hayward, A. C. Acc<sup>ts</sup>.

Answer or explanation of the Accountant.

R. Hart is agent to the government farm at Somerset, and, by a regulation of very long standing, the rations for Graham's Town and the out-posts are taken from him at the average rate of the other contracts, consequently no tender takes place; the original schedule of tenders for Port Elizabeth sent herewith, (being the only contract entered into.)

10th July 1823.

(signed) Rob<sup>t</sup> Johnstone, D. A. C. G.

On Payments made to Colonial Government Farm.

On the Payment of 19 stivers per Ration to the Agent of the Colonial Government Farm.

Observations on Frontier Cash Account from 25th June to 24th August 1823.

Voucher for payment to R. Hart for rations supplied from 25th April to 24th June 1823.

*Observation.*

The contract price for men's rations is 13 stivers. The reasons and authority for now paying for the same at 19 stivers are required, 10th November 1823.

(signed) *Wm Hayward, A. C. Acc<sup>ts</sup>.*

*Answer or explanation of the Accountant.*

Authority for paying 19 stivers per man's ration herewith.

29th November 1823.

(signed) *Robt Johnstone, D. A. C. G.*

*Note on the above by the Assistant Commissary of Accounts.*

The authority is conclusive.

*Wm H. A. C. Acc<sup>ts</sup>.*

On Payments made to Agent of Colonial Government Farm.

Observations on Frontier Cash Account from 25th December 1824 to 24th of February (1825).

Voucher No. 37, for payment to R. Hart for barley supplied.

*Observation.*

As this barley is for service of, and delivered by, the colonial government, it is not seen that there was any necessity for a cash payment being made.

27th May 1825.

(signed) *Wm Hayward, A. C. Acc<sup>ts</sup>.*

*Answer or explanation of the Accountant.*

The tender for the barley in question was made by Mr. Hart (agent for the Somerset Farm) with other parties, on the occasion of a supply being called for by public advertisement. That establishment (as must have been observed) has for many years furnished similar supplies to the commissariat (under an arrangement of his Excellency the commander of the forces) upon payment, and the proportion of such supplies issued therefrom to the Cape Native Corps made a charge by the commissariat against the colonial government.

Graham's Town, 1st July 1825.

(signed) *Robt Johnstone, D. A. C. G.*

*Note on the above by the Assistant Commissary of Accounts.*

The instruction bears accountant out; yet it might have been agreed to set off the quantity in account of stores issued without the disbursement of cash.

*Wm H. A. C. Acc<sup>ts</sup>.*

Observations on same accounts for the period from 25th February to 24th April 1825.

Voucher for payment to R. Hart for barley and oats supplied.

*Observation.*

It is again to be remarked, notwithstanding the answer to observation on last period of account, that as this forage corn is supplied by the colonial government, and is appropriated solely to its service, it would have been advisable that it were otherwise arranged for than by cash payment.

27th July 1825.

(signed) *Wm Hayward, A. C. Acc<sup>ts</sup>.*

*Answer or explanation of the Accountant.*

The arrangement as before stated was by order of the commander of the forces, and of long standing. The Somerset establishment no longer exists.

Graham's Town, 17th August 1825.

(signed) *Robt Johnstone, D. A. C. G.*

(G.)

A GENERAL Order of 3d October 1816 announced that government had taken upon itself the supply of the troops in the frontier districts from its own farms, as far as their resources would allow.

The rations supplied under the above general order were paid for at the rate, of *s. d.* per ration, it being the regulated stoppage. The authority for the rate of payment was called for and obtained.

From the commencement of the year 1819, the government establishment was paid for the rations at the average price of the contracts then existing, and in the sequel upon the same principle. The authority for this is a letter from the military secretary of 21st January 1819, directing that the establishment should be paid at the same rate as the other contractors.

Thus from October 1816 to the end of 1818 the colonial government establishment was paid at the rate of 6*d.* sterling per ration.

From the commencement of 1819 the payments were made to the farm for the ration at the average price of the existing contracts for the supply of the several posts on the frontier, which was then 16½ stivers per ration, continuing up to 24th June.

From June 1819 to June 1820 there were six posts supplied at five different prices: average 16½ stivers.

From June 1820 to June 1821 there were five posts contracted for at four different prices: average 18½ stivers. But these were all abandoned by the contractors (under due notice) from 24th April 1821, having only two months to run; and new contracts were made for those two months from 25th April to 24th June 1821, for supply of three posts at two different prices: average 23½ stivers.

From June 1821 to June 1822, and subsequently to December 1822, there was but one post supplied under contract (Algoa Bay), which has always been found to be at the cheapest rate. The price was 19 stivers.

From December 1822 to December 1823 the same post was supplied by contract at 13 stivers, and the government farm was paid at that rate until the middle of the year, 1823, when an order was given to the commissariat to pay the agent of the government establishment, for the previous supplies of that year from 25th December, at 19 stivers per ration, that being the rate for the preceding year.

From December 1823 the supply was open to all competitors.

Cape of Good Hope, 25th October 1825.

(signed)

Wm Hayward, Ass<sup>t</sup> Com. Acc<sup>y</sup>.

(Frontier Orders.)

Uitenhage, 18th October 1814.

ALTHOUGH the Lieutenant-Colonel commanding is not aware of any officer he has the honour of having under his command having in any way impeded the contractor, Mr. Retief, in supplying the troops in the interior, he feels it his duty to publish the following extract of a letter this day received from his Excellency's military secretary; viz.

"Sir,

" Government House, 7th October 1814.

" I am again directed to call your attention to the expediency of your issuing the most positive orders to all the officers and men within your command, to afford every possible assistance to the contractor to enable him to bring in his supplies, and not to throw impediments in his way, which his Excellency has every reason to believe has been done, and which, if repeated, will oblige him to take very serious steps to put a most effectual stop to."

(signed)

G. J. Rogers, Military Sec.

(General Orders.)

Head Quarters, 3d October 1816.

HIS Excellency the commander of the forces directs it to be promulgated to the troops in the interior, that government has taken upon itself the supply of the troops in the frontier districts from its own farms, as far as their resources will allow; and his Excellency desires it to be perfectly understood by every officer and soldier concerned, that he expects that they will afford upon all occasions every possible assistance to facilitate and further the intentions and interest of the government herein.

His Excellency is determined to visit with the severest penalties any person who shall presume to throw any obstacles in the way of the government agent in furnishing the supplies, and who is not always found ready and willing to lend the most effectual aid in his power to a measure of such importance to the troops and the colony.

(signed)

M. G. Blake, D. A. G.

J. Damant, Esq. Dep. Ass<sup>t</sup> Com. Gen. Uitenhage.

Sir, Uitenhage, 10th April 1817.  
I HAVE the honour in reply to your letter of this date to inform you, that I was verbally informed by his Excellency's aide-de-camp, Colonel Bird, that the agent at Somerset should receive the government stoppage on each ration, and also that Mr. Retief had his contract for supplying the troops at Graham's Town restored to him, and do not hesitate to say you may act accordingly.

I have, &c. &c.

(signed) J. G. Cuyler, Lieut.-Col.

Wm. Hayward, Esq. Ass<sup>t</sup> Com. Gen. of Accounts.

Sir, Government House, March 3d, 1818.  
DEPUTY Assistant Commissary General Damant having stated that he finds difficulty in passing his accounts, from not having any document to show that he was directed to pay over to the superintendent of the government farm on the frontiers the sum of 6 d. sterling per ration, as deducted from the soldiers pay, for such rations as were supplied from that establishment, I am directed by his Excellency the commander of the forces to acquaint you that, since the first institution of this farm, orders were issued to the officer commanding on the frontier to direct payment to be made at that rate for all supplies of this nature drawn from the government establishment, consequently the payment of 6 d. sterling per man is authorized from the period from which the soldiers ration commenced being supplied by the superintendent of the farm.

I have, &c. &c.

(signed) G. J. Rogers, Mil. Secy

(Copy.

R. Rogerson, Esq. Ass<sup>t</sup> Com. Gen.

Sir, Newland's, January 21st, 1819.  
I AM directed by his Excellency the commander of the forces to desire that you will be pleased to arrange with the commissariat officer on the frontier, that the superintendent of the government farm at Somerset be paid for the rations supplied to the troops from that establishment at the same rate as the other contractors on the frontier.

I have, &c. &c.

(signed) G. J. Rogers, Mil. Secy

(A true copy.) W<sup>m</sup> Hayward, A. C. Acc<sup>y</sup>.

No. 1.

No. 24.—COPY of a Letter from D. A. C. G. Johnstone to A. C. G. Hewetson.

William Hewetson, Esq. Ass<sup>t</sup> Commissary General, &c. &c. &c.

Sir, Commissariat Office, Graham's Town, 1st July 1823.  
I HAVE the honour to enclose for your information a copy of a letter from the military secretary to the commandant on the frontier, relative to an increase to be paid for rations that are received from the Somerset establishment.

I have the honour to be, Sir,

Your most obedient humble servant,

(signed) Rob<sup>t</sup> Johnstone, D. A. C. G.

(A true copy.) Rob<sup>t</sup> Johnstone, D. A. C. G.

No. 2.

COPY of the Military Secretary's Letter to L<sup>t</sup> Col<sup>l</sup> Scott, fixing 19 stivers to be paid for each Ration to the Somerset Establishment.

Lieut<sup>t</sup> Colonel Scott, Commandant, &c. &c. &c.

Sir, Newland's, June 19th 1823.  
I AM directed by the commander of the forces to acquaint you, and am to desire that you will be pleased to instruct the commissariat officer on the frontier accordingly, that 19 stivers, heretofore paid the government establishment at Somerset Farm for the supply of the rations to the troops on the frontiers, is to continue until further orders to be the rate at which the ration

ration is to be charged, as the reduced price at which the contract has been made for the supply of the small garrison at Algoa Bay, cannot be a fair or equitable pretence upon which to fix the ration furnished from the government establishment at a less rate than will pay the expense; Algoa Bay affording advantages for purchasing every article included in the ration, at a much less cost than the same can be delivered throughout the frontier command by the government agent.

I have the honour to be, Sir,

Your most obedient humble servant,

(signed) G. J. Rogers, M<sup>r</sup> Sec<sup>y</sup>.

(A true copy.)

(signed)

A. A. O'Reilly, Brigade Major.

(A true copy.)

Rob<sup>t</sup> Johnstone, D. A. C. G.

No. 3.

COPY of Correspondence relative to the increase of Price of a Ration of Provision issued by the Government Agent, Somerset Farm.

No. 41.—Copy of Letter from A. C. G. Hewetson to D. A. C. G. Johnstone.

Sir, Commissariat, Cape of Good Hope, Cape Town, 15th July 1823.  
 IN reference to the enclosed copies of letters upon the subject of your communication under date the 1st instant, No. 24, respecting the increase, by order of his Excellency the commander of the forces, to be made in the charge by the colonial farm for rations furnished; I have to desire that the claim which will in consequence be made by the agent from the 25th December last, when duly authenticated, be transmitted to me for settlement and liquidation, instead of being paid on the spot; and I have further to direct, that the cost to his Majesty's government of all supplies furnished the agent from the commissariat depôt, with the attendant expenses for their conveyance from Algoa Bay, be retained by you each period from the amount of his accounts, a statement of the same being made explanatory of the items of charge.

I have the honour to be, Sir,

Your very obedient servant,

(signed) W. Hewetson, A. C. G.

(A true copy.)

Rob<sup>t</sup> Johnstone, D. A. C. G.

No. 4.

COPY of Letter from A. C. G. Hewetson to Major Rogers, M. S.

Sir, Commissariat, Cape of Good Hope, Cape Town, 10th July 1823.

I HAVE the honour to enclose copy of a letter I received yesterday from Deputy Assistant Commissary General Johnstone, covering copy of your communication to Lieutenant-Colonel Scott commanding on the frontiers, containing his Excellency's the commander of the forces directions to that officer, that 19 stivers, the rate paid by the commissariat during the last year to the colonial establishment at Somerset Farm for full rations delivered to the troops on the frontier, is to be continued instead of 13 stivers, the rate paid the establishment since the 25th December last, being the contract price for rations of a similar description furnished the troops at Algoa Bay. In reference thereto I beg leave to observe, that his Excellency's commands as above reached Deputy Assistant Commissary General Johnstone some days subsequent to the 24th ultimo, and, as they do not apply retrospectively, they will be acted upon by him for supplies delivered from the 25th of June.

In closing this letter it may not be irrelevant to submit for the consideration of his Excellency the practicability, by giving timely notice, of obtaining supplies to be delivered to the troops on the frontier by public competition, particularly for the force at Graham's Town, upon terms more advantageous to His Majesty's government than the present, the cost of the rations furnished through the intervention of the colonial farm exceeding by one-third the contract rate at Algoa Bay; and as there is now a considerable depôt of flour at Port Elizabeth, which, to prevent loss by deterioration, it will be necessary gradually to consume, supplies might be advertised for the deliveries, commencing from the 25th October, or at latest December next, for full rations to be delivered at the several out-posts, and for rations without bread to the troops at Graham's Town, calling for separate tenders for baking that article from the government flour.

I have the honour to be, Sir,

Your very obedient servant,

(signed) W<sup>m</sup> Hewetson, Ass<sup>t</sup> Com<sup>d</sup> Gen<sup>l</sup>.

(A true copy.)

Rob<sup>t</sup> Johnstone, D. A. C. G.

No. 5.

## Copy of Letter from Major Rogers, M.S. to A. C. G. Hewitson.

Sir, Government House, July 12th, 1823.  
 HAVING laid before the commander of the forces your letter of the 10th instant, with its enclosures from Deputy Assistant Commissary General Johnstone, relative to the rate at which the ration supplied by the government farm to the troops on the frontier is to be charged, I am directed to inform you that my letter to the officer commanding, dated the 19th June last, therein alluded to, has a retrospective view, and that payment for the rations supplied prior to the 24th ultimo must be made at the rate of 19 stivers the ration.

The remaining part of your letter on the subject of supplying the troops on the frontiers by contract is under consideration, and as early as circumstances will permit I shall have the honour to notify to you his Excellency's decision thereon.

I have the honour to be, Sir,

Your most obedient humble servant,

(signed) *G. J. Rogers, M. S.*

(A true copy.) *Rob. Johnstone, D. A. C. G.*

(H.)

STATEMENT of all such sums of Money as have been received in the Department of the Receiver of Land Revenue from the Agent of Somerset's Farm, on the hereunder-mentioned Dates.

DATE of the Qualification.	When received.	AMOUNT.	When accounted for to Government.
		<i>R. sc. st.</i>	
25th January 1820 - } 31st - - - }	26th January 1820 -	90,000 - -	8th February 1820.
28th March 1820 -	29th March 1820 -	20,000 - -	April 1820.
30th September 1820 -	30th September 1820 -	25,000 - -	9th October 1820.
27th February 1821 -	28th February 1821 -	50,000 - -	9th March 1821.
	Total Amount - - R.	185,000 - -	

Land Revenue Office, 24th October 1825.

*J. W. Norah.*

John Gregory, Esq. Secretary to His Majesty's Commissioners of Inquiry, &c. &c. &c.

Sir, Land Revenue Office, 24th October 1825.  
 IN compliance with the requisition of His Majesty's Commissioners of Inquiry, I have the honour herewith to enclose a return of such sums of money as have been received by the receiver of land revenue from the agent of the Somerset's Farm.

I have the honour to be, Sir,

Your most obedient servant,

*J. W. Norah.*

CASE OF MR. BISHOP BURNETT.

217

(K.)

MR. BISHOP BURNETT'S Account for Supplies furnished to him by the Commissariat.

R. 720. 1. 2.

(Copy)

BISHOP BURNETT in Account with the Commissariat Department.

1821 :		R. sc. st.	1821 :		R. sc. st.
Jan. 25, April 24.	To supply Graham's Town, Somerset establishment	332 4 1 1/2	June 24.	By amount at his debit -	720 1 2
April 25, June 24.	- D° - - d° - -	387 5 - 3/4			
	Total - - - R.	720 1 2		Total - - - R.	720 1 2

(signed) Robert Johnstone, D. A. C. G.

Note.--The above supplies were issued on the authority of the magistrate.

877.--Rations of provisions, fuel and candle issued from the Somerset establishment at Graham's Town, to B. Burnett, from 25th January to 24th April 1821, at 18 1/2 stivers per ration - R. 332 4 1 1/2

803 1/2.--To Ditto from 25th April to 24th June 1821, at 23 1/2 stivers per ration - 387 5 - 3/4

Certified that the number of rations were duly issued during the period specified.

(signed) James Jones, Landdrost.

Received the amount from the commissariat.

(signed) Robt Hart.

(True extract.) W. Hayward, A. C. Acc<sup>ts</sup>.

A. C. G. Rogerson's Cash Account, to 24th Oct. 1821,  
Abst. O. N° 1.

(L.)

APPROPRIATION of the several Sums remitted by the Superintendent of the Somerset Farm to the Colonial Government at Cape Town.

	R.
THE total amount of remittances made by Mr. Hart to the colonial government, from November 1819 to 1823, was -	438,765
Articles, the produce of the farm, were sold in Cape Town to the amount of -	3,866
Total amount of Remittances in cash and produce - - R.	442,631
These were appropriated as follows:	
For articles and expenses defrayed in Cape Town on account of the Somerset Farm, from 1817 to 1825 - - - - - R.	118,191
For the discharge of a debt due by the farm to the commissariat department, on account of supplies furnished between 25th Feb. 1822, and 24th April 1823 - - - - -	43,295
For the purchase of a stallion "Orville," for the use of the farm, in the year 1822 - - - - -	5,550
	167,036
Leaving a disposable balance in the hands of the colonial government of - - R.	275,595



This balance of R. 275,595 was disposed of in the following manner:

Cash paid into the colonial treasury, in aid of the general revenues of the colony, in 1820 and 1821	R. 185,000	R. 275,595
Towards the erection of the barracks at Graham's Town - R. 40,000		
Custom House at the Kowie - - - - - 42,160		
Wheat sent up to Albany in 1822 for the settlers - - - 12,920		
	95,080	280,080
The farm remaining indebted to the Bank the sum of	- R.	4,485

The above account has been formed upon an examination of the books and accounts laid before the Commissioners of Inquiry by Mr. Klerck, the agent in Cape Town for the Somerset and other government farms.

Some further remittances have however since been made, and their amount has been paid into the Discount Bank, thereby leaving a small balance in favour of the Somerset Farm.

John Gregory, Sec.

Cape of Good Hope, 29th Nov. 1825.

N° 25.

Lieut.-Colonel Somerset's REPLY to the Statement of Mr. Bishop Burnett, respecting his claim on the Commissariat for Grass supplied to the Cape Corps.

To His Majesty's Commissioners of Inquiry.

Gentlemen,

Cape Town, September 13th, 1825.

I HAVE the honour to acknowledge the receipt of your letter of the 7th instant, wherein I am called upon to answer certain statements made against me by Mr. Bishop Burnett. I have now the honour to forward my reply to this person's statements.

I have the honour to remain, Gentlemen,

Your very obedient servant,

Henry Somerset, Lieut.-Colonel Cape Corps.

Mr. Burnett commences by stating that I sold my erf in Graham's Town for the sum of seven thousand six dollars; it is true I did so, but I purchased this erf from a private individual, paying for it a large sum; I built a dwelling-house upon it, where I lived two years with my family; I also built a very substantial stone stable fifty feet in length; and I sold this property on quitting the frontier at public sale.

My present property was never offered at public sale, neither was it ever for sale in any way.

With regard to Mr. Burnett's statement of having received encouragement from me to cultivate largely, I have to state that Mr. Burnett merely mentioned to me his intention of sowing forage with a view to supplying the troops; I informed him I was glad to hear it. As I was not commandant of the frontier I had no means of holding out any promises of favour to Mr. Burnett.

The individuals who grew forage were but few, and those only grew it on their erven. The manner in which the forage was collected was as follows: each individual who had green forage to dispose of notified it to the commissary on the day appointed for the issue of green forage, the quarter-master of the regiment received a list from the commissary, the foragers commenced cutting according to the list, and when the turn came to an individual, if his forage was not in ear, they passed on to the next on the list. Mr. Burnett's crop was barley, when his turn came his forage was not in ear, he was passed over; when it came again a large quantity was cut, but from the shortness and badness of the crop they were compelled after a period to cease cutting; some time after they were sent again, but what was then left was too ripe; so bad and scattered was Mr. Burnett's forage that it took double the number of hands to cut it that it would have otherwise done.

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The statement, of the troop horses having broken loose, cannot be fact; 1st. from its being impossible that they could get loose out of their stables; and 2dly, had they done so, Mr. Burnett would have had the damage assessed, and the loss would immediately have been made good to him.

I believe that in 1820 not more than one or two officers of the Cape Corps possessed even, and if they sold their produce to the commissary the quantity must have been very trifling.

With regard to myself, I had no forage to dispose of; I had seven horses in my stable and but one acre of land to sow for forage. It has occurred when the quarter-master has been in great want of forage for the officers horses, that he has sent to borrow a load from me, this he repaid me by a load at some future period, or paid my steward for it on my account; but so far from my having forage to dispose of, I actually received oat-hay from Cape Town for the use of my horses.

For information, which may be further desired on the subject, of the manner in which forage was supplied to the Cape Cavalry, I beg to refer to the commissary at Graham's Town. The quarter-master of the Cape Corps could also, I believe, give some information about Mr. Burnett's crop.

I should conceive the quantity of land turned up and under cultivation by Mr. Burnett was about twenty-five acres; the crop bad, poor and scattered.

With regard to my having directed seven of the Cape Corps to cut grass on Mr. Burnett's property, the facts are these:—

The grass for the Cape Corps was always cut at Elard's Kloof, and the road from thence to Graham's Town passed over the ridge above Mr. Burnett's property. I one day received a complaint from Mr. Burnett (accompanied by his usual complimentary epithets against the Cape Corps), stating that they had been cutting a quantity of grass off his property, I replied that had any grass been taken at any time it should be paid for; I heard no more of this for some time. At last, a day or two before my departure from Graham's Town, in March 1821, Mr. Burnett accosted me in the street for payment of his grass; I asked him to what amount his demand was, to my astonishment he replied upwards of 300 loads; I declared it was impossible, but that I would make immediate inquiry of the adjutant and examine the books, and that he should obtain his receipt according to the amount stated in the books.

The grass parties consisted of a serjeant and twelve, and a daily account was kept of the quantity of grass cut and from whence taken.

The necessity of cutting grass arose from our not having a supply of forage for more than about two months in the year.

In consequence of my leaving Graham's Town so shortly, I directed Captain Stuart to examine the books, and to give Mr. Burnett his certificate; he did so, and the amount proved to be only 47 loads; this receipt Mr. Burnett asserted was incorrect, and he refused to receive it, but he continued to demand one from me; he subsequently prosecuted Captain Stuart for the original demand. After the Court had examined the adjutant, and every serjeant who had been employed on the grass duty, it awarded 47 loads; to this amount Mr. Burnett received payment.

Mr. Burnett's complaint and animosity against me is for refusing to grant him a certificate upon his original demand, without my having any document in support of its correctness.

It is needless for me to make any further remark upon this subject; I have only to say that the statement of the various points, as now made by me, is true and correct.

*Henry Somerset, Lieut.-Colonel Cape Corps.*

To the Commissioners of Inquiry, Cape Town.

Gentlemen,

Graham's Town, October 11th, 1825.

IN my letter to you of the 13th of September, replying to a statement of Mr. Bishop Burnett, I find I made a mistake in stating "that the Court of Circuit examined the serjeants and privates of the Cape Corps." On inquiry I find Captain Stuart neglected to take the evidences to Bathurst, and as he himself was in total ignorance of the circumstances without these evidences, he permitted it to be inserted in the proceedings of the Court, that the 44 loads of grass had been cut subsequent to my departure from Cape Town; whereas, had the evidences been examined, they would have proved exactly the contrary to have been the fact.

I have the honour to remain, Gentlemen,

Your very obedient servant,

*Henry Somerset, Lieut.-Colonel Cape Corps.*

N<sup>o</sup> 26.

ANSWER of Captain Trappes to the Allegations contained in Mr. B. Burnett's Statement, addressed to Earl Bathurst, relative to the Sale of Houses and Lands built and cultivated by Soldiers.

J. T. Bigge, Esq. and Major J. Colebrooke, His Majesty's Commissioners of Inquiry, &c. &c. &c.

Gentlemen,

Landdrost's Office, Worcester, 26th October 1825.

I HAVE the honour to acknowledge the receipt of your letter of the 22d instant, enclosing to me an extract from a statement that has recently been submitted to Earl Bathurst by Mr. Bishop Burnett, in which, after complaining of the undue favour shown to the officers of the army on the frontier in the gratuitous appropriation to them of erven in Graham's Town and Bathurst, and that the profit they have been able to derive from the cultivation of their erven in green forage for the supply of the Cape Cavalry, he makes the following statement:—

"Captain Trappes, of the 72d regiment, has realized a fortune by this description of jobbing. One house alone, built by the troops in Graham's Town, which I pledge myself to prove did not cost him five hundred rix dollars, he sold to government for twelve thousand! Two other erven, in or near the town, have proved equally profitable to him. An erf at Bathurst has been quite as productive; only a few weeks since he disposed of another grant from the government for six thousand rix dollars, with a house in Graham's Town for ten thousand more, and he has various other grants in different parts of the colony.

"These gentlemen are all farmers, against whom it is folly for a settler to compete. Their produce is uniformly preferred to the civilians, and this system has his Excellency's sanction. Nay, so unblushing is this preference, that I have had repeated instances stated to me of the foragers being ordered, on the approach of rain, to desist cutting upon a civilian's land and repair to the erf of such an officer; but my own particular grievance upon this head affords such abundant confirmation of the facts adduced, that I cannot do better than lay it before his Lordship in detail."

And although it was not unknown to you that I had received valuable grants from time to time from the government, yet you are not aware, nor have considered it necessary to inquire the amount of the sums at which they have been disposed of to government; that under present circumstances you consider it your duty to inform yourselves of these facts, and also to inquire whether the officers of the army on the frontier have been permitted to avail themselves of the labour of the soldiers of their respective regiments in erecting the houses that they afterwards disposed of to government.

In reply I beg leave to state, that, at the time of my arrival on the frontier, in the winter of 1817, there were no officers quarters whatever in Graham's Town, where I was then stationed, nor were there lodgings of any description to be procured, and the troops were in miserable clay huts erected in the main street; that, at the suggestion of the late Lieut.-Colonel Fraser, I applied to the government for an erf to build upon, and had one granted to me on condition of paying the average price for which they had been sold by public auction, and building a house upon it of certain dimensions. I remember to have purchased the timber from the farmers living in the vicinity of the forests, and to the best of my recollection I paid for it about four thousand rix dollars. The other materials were obtained from different persons, but at this length of time I am unable to state the prices of each. As it was at that time considered a material advantage to Graham's Town that decent houses should be erected, and there being no mechanics or labourers to be procured on any terms, I applied to the late Lieut.-Colonel Fraser for permission to employ the troops to build the house in question, to which he acceded, judging it far preferable to employ them in so laudable a manner to their erecting for me a hut, which other officers had hitherto been allowed; that in 1819, when his Excellency the Governor was on the frontier, a house was required for the commanding officer, and mine being the most eligible I consented to dispose of this house for the sum of twelve thousand rix dollars, having previously provided myself by the purchase of a larger piece of ground out of the village, with a small unfinished house upon it, for which I paid Captain Harding five thousand five hundred rix dollars, and in which I afterwards resided until the time I was appointed provisional magistrate at Bathurst. At that time I applied to the acting Governor for a piece of ground out of the then village of Graham's Town, and his Excellency the acting Governor allowed nearly an erf of ground to be added to what I had purchased from Captain Harding, in order to make it square with the other parts of the town to which it appeared likely to become joined, for this ground I again paid the average price as before mentioned, it being considered equal to an erf; that, after my appointment at Bathurst, the acting Governor directed me to make choice of two erven there; having inclosed them and gained a few oats by their cultivation, I lately disposed of both the erven for the sum of five hundred rix dollars, which, after paying the expenses, does not amount to the sum I laid out upon them; that

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in the year 1821, when his Excellency the acting Governor was at Bathurst, and after he had himself personally examined the grounds in the vicinity, he requested me to make choice of a piece of the unappropriated ground in that neighbourhood, and gave orders to the surveyor to measure for me one thousand two hundred and fifty morgen near Bathurst. This grant I lately relinquished to government, his Excellency Lord Charles Somerset having considered it desirable to divide it amongst the locators in the vicinity. His Excellency the acting Governor also, at the same time, on leaving the frontier in 1821, advised me to look out for another piece of unappropriated ground, which he considered the best method of remunerating me for services he considered unrewarded. After my return from Bathurst, the house I bought from Captain Harding requiring repairs, I judged proper to add considerable to its dimensions; and since my appointment to Tulbagh, it being found a desirable house and premises for the use of the functionaries, it was purchased by government for the sum of ten thousand six dollars, which sum fell considerably short of what I had paid and expended upon it. In these latter repairs I employed settlers and discharged soldiers.

From these circumstances it will plainly appear, that instead of making a fortune, as stated by Mr. Bishop Burnett, I purchased the whole of the property I had in Graham's Town, and sold it, I believe I may safely say, without any profit whatever. It only remains to add, that the latter grant made to me by Sir Rufane Donkin I have since sold for six thousand six dollars, but the purchase is not yet completed. I never had any grant whatever in any other part of the colony. It is impossible for me to state with accuracy whether the officers of the army had permission to avail themselves of the labour of the soldiers. I believe the houses erected since the arrival of the settlers have been built by civil mechanics.

As to the officers all turning farmers, I can only say that the green forage I was able to raise was not sufficient for my own consumption. I am convinced of the great difficulty the commissariat department had in procuring forage for the cavalry, and that the public was considerably benefited by the forage grown in and about Graham's Town, both by the civilians, and those of the military who had any to dispose of. I may safely affirm, that during the time I was on the frontier there was no other means of obtaining a supply of forage for the cavalry, the small quantity then grown by the settlers being of little or no importance.

I have the honour to be, Gentlemen, your most obedient servant,

(signed) C. Trappes.

N<sup>o</sup> 27.

EXPLANATION of Mr. Bennangé, Secretary to the Court of Justice, relative to the several Applications that were made by Mr. Bishop Burnett for Copies of Judicial Proceedings, held before the Court of Circuit in 1823.

John Gregory, Esq. Secretary to His Majesty's Commissioners of Inquiry.

Sir,

Cape Town, 3d December 1825.

IN compliance with the desire of His Majesty's Commissioners of Inquiry, expressed in both your letters of the 25th ultimo and 2d instant, that I would state to you for their information and that of His Majesty's government,—

1st. Whether any and what application was made to me by Bishop Burnett for a copy or copies of the proceedings of the Court of Circuit, held at Graham's Town in the year 1823, in the actions that were brought by *Hart* against *Burnett*, and *Burnett* against *Hart*, and against the sentences in which appeals were noted by Burnett?

2d. What were the answers given to that application?

3d. What was the reason, if any, that prevented the copies from being made?

4th. Whether B. Burnett ever applied for copies of the same proceedings previous to entering upon his defence in the prosecution of the fiscal against him for a libel?

5th. And what may have been the reasons that prevented him from receiving them?

In answer to these several queries I have the honour to inform you, that on the 2d April 1824, I received a letter from Bishop Burnett, dated Graham's Town, 23d March, in which he informed me that exclusive of an application that he had made to the recent Commission of Circuit, he had twice applied to the proper authority for English copies of all the proceedings in the various causes at issue between Robert Hart and himself before those personages, without so much as having received any acknowledgement of his requests; that he then formally acquainted me, that, without being put in timely possession of the documents in question, it would be quite impossible for him to enter upon his trial, and that he should take becoming measures on that occasion, unless they were ready for delivery, through the medium of the sequestrator, immediately on his arrival in town. On the receipt of that letter I prepared an answer, but which was not sent, as I was informed through the channel

No. 1.

- channel of the fiscal's office, although I cannot now recollect in what manner, that Bishop Burnett was on his way hither in the Locust, and in which vessel he actually arrived. Under these circumstances I had reason to suppose that when B. Burnett came to town he would either have called on or wrote to me for an answer to his letter, which, as I have already said, was not forwarded in consequence of his departure from Graham's Town, and could not be delivered to him here as long as I was ignorant of his arrival and lodgings, and which I was not acquainted with till the 6th May 1824, when I received a letter from him dated the day before, which he commences in these words: "I again ask you for the copies of the proceedings had before the last Commission of Circuit at Graham's Town, making my fifth application upon the subject;" further saying, that he could not proceed in his defence in the action pending for libel without them, and that he should make this neglect his first exception. That letter being the first information which I had of Burnett's arrival in town, I communicated it, and also the one of the 23d March before, together with my intended answer to the latter, to the Court of Justice, in which the Court acquiesced, and at the same time passed a resolution, whereby I was authorized to cause to be prepared for, and delivered to B. Burnett at his expense, copies in the Dutch language or in English, for as far as they might be in the latter, of all such documents and extracts from the records, held before the Commission of Circuit at Graham's Town, as he should require for his defence and specifically call for; and that if B. Burnett were unable to bear the necessary expense for obtaining them, he should in this case, previously to the copies and extracts being made, address the Court of Justice, requesting to be furnished with them *pro Deo*, when the Court would come to such disposition thereupon as might be deemed expedient. That resolution was forwarded to B. Burnett, and on the 9th May 1824 I received a letter from him, dated the day before, in which, among other remarks on that resolution, he complains of the Commission of Circuit with respect to his not having obtained the documents, and again presses his demand for them. On the 10th May following, B. Burnett stated to the Court of Commissioners, before which he was about to be tried for the libel, that not being in possession of the necessary documents for his defence, he was not at all events ready for his trial, on which he was referred by the Commissioners to the resolution passed by the full Court in this respect. The letter of the 9th May, as well as a subsequent one which I received from B. Burnett, dated the 13th following, I communicated on the latter-mentioned date to the Court, on which occasion this resolution was passed,—that as far as regarded his application for translations of the documents from the records of the preceding Commission of Circuit, he was at liberty to apply at the office of the Court to the clerk, who acted as secretary to that commission, and having examined the records, to point out to him the documents he required, of which translations should be then prepared for him *pro Deo*, and this resolution was likewise transmitted to B. Burnett.
- No. 1. channel of the fiscal's office, although I cannot now recollect in what manner, that Bishop Burnett was on his way hither in the Locust, and in which vessel he actually arrived. Under these circumstances I had reason to suppose that when B. Burnett came to town he would either have called on or wrote to me for an answer to his letter, which, as I have already said, was not forwarded in consequence of his departure from Graham's Town, and could not be delivered to him here as long as I was ignorant of his arrival and lodgings, and which I was not acquainted with till the 6th May 1824, when I received a letter from him dated the day before, which he commences in these words: "I again ask you for the copies of the proceedings had before the last Commission of Circuit at Graham's Town, making my fifth application upon the subject;" further saying, that he could not proceed in his defence in the action pending for libel without them, and that he should make this neglect his first exception. That letter being the first information which I had of Burnett's arrival in town, I communicated it, and also the one of the 23d March before, together with my intended answer to the latter, to the Court of Justice, in which the Court acquiesced, and at the same time passed a resolution, whereby I was authorized to cause to be prepared for, and delivered to B. Burnett at his expense, copies in the Dutch language or in English, for as far as they might be in the latter, of all such documents and extracts from the records, held before the Commission of Circuit at Graham's Town, as he should require for his defence and specifically call for; and that if B. Burnett were unable to bear the necessary expense for obtaining them, he should in this case, previously to the copies and extracts being made, address the Court of Justice, requesting to be furnished with them *pro Deo*, when the Court would come to such disposition thereupon as might be deemed expedient. That resolution was forwarded to B. Burnett, and on the 9th May 1824 I received a letter from him, dated the day before, in which, among other remarks on that resolution, he complains of the Commission of Circuit with respect to his not having obtained the documents, and again presses his demand for them. On the 10th May following, B. Burnett stated to the Court of Commissioners, before which he was about to be tried for the libel, that not being in possession of the necessary documents for his defence, he was not at all events ready for his trial, on which he was referred by the Commissioners to the resolution passed by the full Court in this respect. The letter of the 9th May, as well as a subsequent one which I received from B. Burnett, dated the 13th following, I communicated on the latter-mentioned date to the Court, on which occasion this resolution was passed,—that as far as regarded his application for translations of the documents from the records of the preceding Commission of Circuit, he was at liberty to apply at the office of the Court to the clerk, who acted as secretary to that commission, and having examined the records, to point out to him the documents he required, of which translations should be then prepared for him *pro Deo*, and this resolution was likewise transmitted to B. Burnett.
- No. 3. On the 31st May, B. Burnett stated to the Commissioners, who composed the Court for his trial for the libel, which on that day was obliged to be postponed to the 20th July, in consequence of F. H. Staedel not being able to be in town before that date, that he had not yet received the necessary documents from Mr. Murphy the translator, who thereupon declared that he had been prevented by other pressing business, but that every possible expedition should be used to prepare them. On the 22d of July 1824, I received a letter of that date from B. Burnett, in which among other matters, he requested me to make known to the Commissioners forthwith, that if those gentlemen upon the merits of his case as it then stood, would accord the full claim of His Majesty's fiscal, and the executive power would order the sentence to be enforced, he was prepared to receive the judgment of the Court whenever called upon, without offering any defence whatever. That letter I immediately laid before the presiding member of the commission, on which the Court of Commissioners on the 26th following passed this resolution,—that they, without entering into any explanation whatever, as to the line they intended to pursue in deciding on the merits of the pending criminal prosecution of His Majesty's fiscal *versus* the defendant in person, (B. Burnett) on a charge of libel, or without prescribing to him any other or further mode of defence than that which should be decent and to the point, they nevertheless left the defendant in person at liberty to anticipate the peremptory term fixed for his defence; in which case he was to give timely information to the secretary of the Court, in order to enable the Commissioners to fix a day for the purpose, and of which B. Burnett should be then duly made acquainted; and this resolution was likewise forwarded to B. Burnett, who on the same day that the resolution was passed, namely, on the 26th July (but of which he appears to have been ignorant at that moment) wrote me a letter, saying, that he deemed it necessary to acquaint me, for the information of the Commissioners appointed to try him for a libel, that he did not require the time granted for the preparation of his defence, and that he was prepared to appear at their bar to receive judgment, whenever summoned.
- No. 4. Notwithstanding the declaration contained in that letter, and which I communicated to the Commissioners, I received another from B. Burnett, dated the 28th July, complaining of his not having received the documents ordered by the Court, contrary to Mr. Murphy's promise, and that they were indispensable in the course he had prescribed to himself; but that if they should be forthcoming at any period within that week, he would be prepared to meet the Court at any subsequent day it might be their pleasure to appoint. On the 2d of August I had another letter from B. Burnett, wherein, without complaining or saying any thing whatever about the documents, which as far as I am informed were then translated and in his possession, he acquainted me that he was ready to receive the judgment of the Commissioners in the prosecution of His Majesty's fiscal against himself, whenever it should be the pleasure of those gentlemen to call upon him.
- No. 5.
- No. 6.
- No. 7.
- No. 8.
- No. 9.
- No. 10.
- No. 11.
- No. 12.
- No. 13.

Having communicated that letter to the Commissioners, the 10th of the same month was appointed for the continuation of his trial, on which occasion B. Burnett read and filed in Court an ample defence against the claim made by His Majesty's fiscal, and sentence was thereupon given and pronounced. Against that sentence, or rather against that part of it by which B. Burnett was condemned to be confined in a secure place till an opportunity should offer for his being sent away, he noted an appeal to the full Court, which was to have been prosecuted on the 7th September 1824, but on which day Mr. Advocate Joubert, who was assigned as counsel *pro Deo* to B. Burnett at his special request, prayed for a translation of the trial *pro Deo*, and a term till he should have obtained it, which was accordingly granted, so that the appeal was not finally prosecuted till the 9th November 1824.

No. 14.

These are all the circumstances with which I am, in good faith acquainted relative to B. Burnett's application for copies of the several proceedings, and in which respect I beg leave further to refer to the documents that I have the honour herewith to annex, *suo* Nos. 1 & 14.

Hoping that I have complied with the desire of His Majesty's Commissioners,  
I have the honour to be, Sir, your most obedient servant,

D. F. Bennangé, Sec.

No. 1.

D. F. Bennangé, Esq.

Sir,

Graham's Town, March 23d, 1824.

EXCLUSIVE of my application to the Commissioners on their recent circuit, I have twice applied to the proper authority for English copies of all the proceedings in the various causes at issue between Robert Hart and myself before those personages, without so much as receiving any acknowledgment of my requests.

To these documents I am entitled by the laws of the colony; and these laws, already violated by the procrastination, I complain of, in this instance I am wholly out of the power or control of the sequestrator, unless his extraordinary functions extend (by no uncommon obliquity here) to a right of withholding from me papers so essential to my defence in the pending prosecution against me for libel at the suit of the fiscal.

I beg leave now, Sir, to acquaint you formally, that without timely possession of the documents in question, it will be quite impossible for me to enter upon my trial; and that I shall take becoming measures upon this occasion, unless they are ready for delivery through the medium of the sequestrator, forthwith upon my arrival in Cape Town.

I am, Sir, your very obedient servant,

(signed) B. Burnett,

(A true copy.)

D. F. Bennangé, Sec.

No. 2.

D. F. Bennangé, Esq. &c. &c. &c.

Sir,

Cape Town, 5th May 1824.

I AGAIN ask you for copies of the proceedings had before the last Commission of Circuit at Graham's Town, making my fifth application upon the subject.

I beg now to inform you that over and above the illegality of withholding documents to which I am by law entitled, I cannot proceed in my defence in the pending action for libel without them, and that I shall make this neglect my first exception.

I am, Sir, your obedient servant,

(signed) B. Burnett.

(A true copy.)

D. F. Bennangé, Sec.

(Translation.)

No. 3.

EXTRACT Resolution passed by His Honor the Chief Justice and the Members of the worshipful the Court of Justice of the Cape of Good Hope, and the Dependencies thereof, on Thursday the 6th May 1824.

THE secretary exhibits a letter dated yesterday, signed Bishop Burnett, and addressed to him, which he has received from the messenger during the present sitting of the Court, stating that he, Burnett, now again requests copies of the proceedings carried on before the last Commission of Circuit at Graham's Town, and that this is the fifth application he has made to the same effect; that over and above the illegality of withholding documents from him to which he is entitled by law, he is not able without them to make his defence in an

action for libel now pending against him, and that this neglect in not furnishing him with those documents will constitute his first exception. Said letter being of the following tenor:—

## F. I.

The secretary also states, that on the 2d April last he received another letter from said B. Burnett, dated Graham's Town the 23d March last, containing among other matters that he, Burnett, besides an application which he made to the last Commission of Circuit, had addressed himself two different times to the proper authorities for English copies of all the proceedings carried on before those personages in the various causes between him and Robert Hart, without having received even an answer; that he officially informs him, the secretary, that it is totally impossible for him to be prepared for his trial, unless he be put in timely possession of those documents; and that he intends on that occasion to take becoming measures in case they be not in readiness to be delivered to him through the sequestrator immediately on his arrival in town, which letter is likewise exhibited by the secretary, and is of the following tenor:—

## F. I.

The secretary hereupon further states, that he had already prepared a great part of his answer to said letter, in order to be forwarded per post on the 2d April last, when he was informed through the channel of the fiscal's office, that B. Burnett was on his way hither in the Locust, for which reason he had kept back his answer. That the tenor of his said answer partly was to inform Burnett, that he the secretary did not know of any other application than of one which was communicated to him a considerable time ago by the head clerk, who acted as secretary to the Commission of Circuit, and who said that he had referred Burnett to the records and documents deposited in the secretary's office at Graham's Town; and that this application only being made to him, he could cause copies of all the proceedings which had been carried on to be prepared at Mr. Burnett's expense, but that it was not in his power to furnish him with translations in the English language. That he the secretary had expected that Burnett would have personally applied to him on his coming to town, when he intended to have acquainted him with the above-mentioned circumstances, and to have desired to know whether any application had been made by him at Graham's Town for the papers he required, and if he then and on what grounds met with any refusal, and also to have required from him a specific statement of such documents from the records of the Commission of Circuit, as he might deem necessary for his defence; but that no other application being made to him than the one by letter received this day, he the secretary requests the Court's directions how he is to act in this case.

Having read and examined the two letters exhibited, and deliberated thereon, resolved to acquiesce in the communication of the Court's secretary, and the same is hereby acquiesced in accordingly, with authority to him to cause to be prepared and delivered to B. Burnett, at his expense, copies in the Dutch or in the English language for so far as there may be any in English, of all such documents and extracts from the records of the Commission of Circuit held before them at their sitting at Graham's Town, as he shall desire for his defence and specifically require; and in case that he, B. Burnett, may be unable to bear the expense of procuring the same, he shall then be obliged, previously to the said copies or extracts being prepared, to address the Court, requesting that he may be furnished with them *pro Deo*; on which such disposition will be given as the Court shall deem meet.

An extract hereof, without resumption, to be granted to B. Burnett for his information and guidance.

(A true extract.) (signed) D. F. Bennangé, Sec.

(A true translation.) Hen<sup>d</sup> Murphy, Sw<sup>a</sup> Trans.

(A true translated copy.) D. F. Bennangé, Sec.

No. 4.

D. F. Bennangé, Esq.

Sir,

Cape Town, 8th May 1824.

IN answer to the resolution of the worshipful the Court of Justice, handed to me this morning, I beg to acquaint you for its information with my answers to such statements of your own in which it originated, as well as to the substance of the resolution itself.

My first application for copies of all the proceedings in which I have been engaged with Mr. Hart during the sitting of the recent Commission of Circuit in Graham's Town, was made to the Court direct, when I was verbally assured by Mr. Truter that I should be put in possession of them as soon as they could be copied out. After fruitless applications at the landdrost's office, where all knowledge on the subject was disclaimed, as well as that that department was the proper one for supplying them, I applied under date January 6th to Mr. Bergh, the secretary to the Commission, by post. This application remaining unanswered, I communicated to His Majesty's Commissioners of Inquiry the procrastination of the proper authorities in supplying me with the documents required, as well as to the landdrost, requesting his advice for my guidance.

To

To every citation received from His Majesty's fiscal, I have invariably recorded in my answer the impracticability of my going to trial without the papers in question. On the 23<sup>d</sup> of March I formally announced this fact to Mr. Bennangé, I presume yourself, and since my arrival here, both to Mr. Bergh and the fiscal in person; it is therefore manifest that no effort has been spared by me to get possession of documents I have upon every occasion declared to be absolutely indispensable to the successful prosecution of my defence against the charge exhibited by the fiscal.

With regard to your expectation that I should have made personal application to you for these papers on my arrival in Cape Town, I must be allowed to say that as no such attendance could be legally exacted, how such could be reasonably expected after the exhaustion on my part of every official and proper means for possession of the papers?

It will, I trust, excite becoming indignation with the worshipful Court, that two of its members should by their own conduct have put it wholly out of my power to comply with the order they have prescribed. I cannot make out a specific list of the documents necessary to my defence, inasmuch as amongst a mass of papers so multifarious and of such heterogeneous quality I cannot, without reference to a list of them, specify which of them I may or may not want, and my want of this list is solely attributable to Messrs. Borchers and Truter, who refused me a receipt for the vouchers I deposited with them, and my earnest application to this effect; and I cannot possibly take upon myself to say, until I have made strict research amongst a vast accumulation of papers, which are in possession of the Court, while as I feel satisfied none were handed in at all irrelevant to the various cases they were meant to illustrate, but each consecutively bearing one upon the other—I cannot with proper regard to my own interest dispense with a single paper deposited with or emanating from the proceedings of the Commission in all the points at issue between Robert Hart and myself.

I could wish the Court distinctly to be assured, that nothing is so remote from my intention as to occasion unnecessary trouble or delay; I wish it to perceive throughout the arduous struggle devolving upon me, that liberality I have so little experienced in this colony, and I pledge myself that no paper shall be read or argument adduced by me in the course of this struggle but what bears strictly upon the points at issue.

As you must be aware that the furnishing me with the copies required in the Dutch language cannot at all accelerate my capacity to meet the Court, and it appears very properly assumed that I am not in a condition to pay for their translation while the government, through the sequestrator, has reduced me to indigence, and his Excellency the Governor withholds the liquidation of a *bonâ fide* claim I have upon it, it will I think be but just in the Court to dispense with any further cavil in this particular, and order me the translations required. I suggest this in general candour, and I shall calculate on your instrumentality in giving my proposition effect, whilst under all the circumstances I can have no objection to be considered as suitor in *formâ pauperis*, or in any other form most congenial to the mild, beneficent and paternal views of his Excellency my prosecutor.

But above all, Sir, I must request of you to impress upon the Court the utter impossibility of my going to trial in less than three weeks or a month from this date. The landdrost of Albany, in announcing to me the fiscal's first protraction, made a mistake in his date of a month. The retarded departure and long passage of the Locust has produced fresh difficulties, which, added to the absence of the documents alluded to in this letter, I trust furnish sufficient motives for the Court to acquiesce in my request, especially as in point of fact I have been guilty of no default throughout the whole progress of this proceeding.

I have the honour to be, Sir, your obedient servant,

(signed) B. Burnett.

(A true copy.)

D. F. Bennangé, Sec.

(Translation.)

No. 5.

EXTRACT from the Records held before Messrs. J. H. Neethling and R. Rogerson, commissioned Members from the worshipful Court of Justice, in the case of His Majesty's Fiscal versus Bishop Burnett, defendant in person, on a charge of Libel, on Monday the 10th May 1824, nine o'clock, A. M.

THE defendant in person having read a letter, containing the reasons for his first non-appearance, requests a term of three weeks, in order, being put in the possession of the necessary documents, to prepare himself for his defence.

The Court refers the defendant in person, with regard to the documents required by him, to the resolution already passed and communicated to him, or which may be hereafter passed by the full Court.

(signed) J. H. Neethling.

R. Rogerson.

In my presence,

(signed)

D. F. Bennangé, Sec.

(A true translation.)

Henry Murphy, Sw<sup>o</sup> Trans.

(A true translated copy.)

D. F. Bennangé, Sec.



No. 6.

D. F. Bennangé, Esq. &amp;c. &amp;c. &amp;c.

Sir,

20, Burg-street, 13th May 1824.

THE accompanying certificate will, I trust, sufficiently excuse to the Commissioners my non-attendance in Court this morning.

In the mean time I think it necessary to say, that as I am extremely anxious to hasten the day of trial, and well enough to occupy myself in preparing my defence, it depends entirely upon the promptitude of the proper officer in supplying me with translations of the documents required, should the Court so ordain, whether that period is early or remote.

I am, Sir, your most obedient servant,

(signed) B. Burnett.

(A true copy.)

D. F. Bennangé, Sec.

(Translation.)

No. 7.

EXTRACT Resolution passed by His Honor the Chief Justice and Members of the worshipful the Court of Justice of the colony of the Cape of Good Hope, and the Dependencies thereof, on Thursday the 13th May 1824.

THE secretary of the Court exhibits a letter of this date, received by him from Bishop Burnett, enclosing a surgical attestation, as an excuse for his non-appearance before the Court of Commissioners this day; and thereby signifying his desire, in order to expedite his trial, to have without delay translations of such documents as he may require from the records of the last Commission of Circuit, to enable him to prepare his defence.

Likewise a letter, dated the 8th instant, from said Burnett, for as far as it has a like tendency, with a further request to be admitted to proceed *pro Deo*; said two letters being of the following tenor:—

F. I.

Whereupon, after declaration of the members who constitute the Court before which the defendant in person is to be tried, that he, Bishop Burnett, was not summoned to appear to-day, and consequently that the attestation transmitted by him is not in point, it was resolved, for as far as regards his application for translations of documents from the records of the last Commission of Circuit, to allow him to make application at the office of this Court, to the clerk who acted as secretary to that Commission, and having examined the records, to point out to him the documents he requires, of which translations shall then be prepared for him *pro Deo*, without, however, the Court legalizing in anywise by this grant the use which the defendant in person would make of those documents.

An extract hereof, without resumption, to be granted to the said Bishop Burnett for his information and guidance.

(A true extract.) (signed) D. F. Bennangé, Sec.

(A true translation.) Henry Murphy, Sw<sup>n</sup> Trans.

(A true translated copy.) D. F. Bennangé, Sec.

(Translation.)

No. 8.

RECORDS held before Messrs. J. H. Neethling and R. Rogerson, commissioned Members from the worshipful Court of Justice, in the case of *His Majesty's Fiscal versus Bishop Burnett*, defendant in person, on a charge of Libel, on Monday the 31st May 1824, ten o'clock, A. M.

THE Court being opened, and the fiscal having taken his seat, and the defendant in person appeared, the former exhibits, conformably to the disposition of this Court of the 25th instant, a copy of a summons on F. H. Staedel, transmitted to Uitenhagen by the last post, calling on him to appear on the 20th July next, and requests that the trial, which was fixed for this day, may be postponed till the said 20th July, at ten o'clock in the forenoon.

The above request, having been communicated to the defendant in person, through the interpretation of Mr. Murphy, the English assistant secretary, the defendant acquiesces therein, at the same time stating that he has not yet received the papers he desires from the translator, on which Mr. Murphy declares that he has been prevented by other pressing business, but that every possible expedition shall be used; after which conversation, between

Mr.

CASE OF MR. BISHOP BURNETT.

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Mr. Murphy and the defendant in person, the presiding member informs the latter that the papers he requires have nothing to do with his case, which constitutes the subject of this trial.

The Court postpones the trial to the 20th July next, at ten o'clock in the forenoon.

Thus done and disposed day and year as above.

In my presence, (signed) D. F. Bennangé, Sec.

(A true translation.) Henry Murphy, Sw<sup>n</sup> Trans.

(A true translated copy.) D. F. Bennangé, Sec.

No. 9.

D. F. Bennangé, Esq.

Sir,

Cape Town, 22d July 1824.

AS I understood the Commissioners, upon my trial for libel, to intimate that their decision would not be influenced by any thing I might bring forward in my defence, and as that defence must necessarily embrace some very serious charges against the colonial government, I have come to a determination, which I request you will make known to the Commissioners forthwith.

If those gentlemen, upon the merits of my case as it now stands, will accord the full claim of His Majesty's fiscal, and the executive power will order the sentence to be enforced, I am prepared to receive the judgment of the Court whenever called upon, without offering any defence whatever.

My object in wishing to ascertain these points is merely, that if another course is contemplated, I may not be subjected to an interminable imprisonment, without showing in my defence that such imprisonment would be flagrantly unjust; and I candidly confess that once within the walls of your prison I never should expect to quit them with life.

I have the honour to be, Sir, your obedient servant,

(signed) B. Burnett.

(A true copy.) D. F. Bennangé, Sec.

(Translation.)

No. 10.

AT a Court of Commissioners held in the criminal case of *D. Denyssen*, Esq. His Majesty's Fiscal, R. O. Prosecutor, versus *Bishop Burnett*, defendant in person, on a charge of Libel, on Monday the 26th July 1824.

Mr. J. H. Neethling, the presiding member, communicates that he had last Thursday, the 22d instant, received from the secretary of the Court a letter of that date, addressed to the latter by Bishop Burnett, the defendant in person, of the following tenor:—

F. I.

That he had communicated the contents of said letter to his coadjutor, Mr. Rogerson, in order that they should now dispose thereon.

Having deliberated on the request of the defendant in person, contained in said letter, resolved to inform the defendant in person, and he is hereby informed accordingly, that the Court, without entering into any explanation whatsoever as to the line they intend to pursue in deciding on the merits of the present criminal prosecution of His Majesty's Fiscal versus the defendant in person, on a charge of a libel, or without prescribing to the defendant in person any other or further mode of defence than that which is decent and to the point, nevertheless leave the defendant in person at liberty to anticipate the peremptory term fixed for making his defence, and in this case to give timely information thereof to the secretary of the Court, in order to enable the Commissioners to appoint a day for the purpose, of which the defendant in person shall then be duly informed.

An extract hereof, without resumption, to be granted to the defendant in person for his information and guidance.

(A true extract.) (signed) D. F. Bennangé, Sec.

(A true translation.) Henry Murphy, Sw<sup>n</sup> Trans.

(A true translated copy.) D. F. Bennangé, Sec.

No. 11.

D. F. Bennangé, Esq. &amp;c. &amp;c. &amp;c.

Sir,

Cape Town, 26th July 1824.

I AM yet without any reply to the letter I had the honour to address to you on the 23d instant, containing a proposition to be submitted for the consideration of the Commissioners appointed to try me for libel.

Whatever may prove the determination of those gentlemen in consequence, I deem it necessary now to acquaint you for their information, that I do not require the time granted for the preparation of my defence, and that I am prepared to appear at their bar to receive judgment, whenever summoned.

I have the honour to be, Sir, your most obedient servant,

(signed) B. Burnett.

(A true copy.)

D. F. Bennangé, Sec.

No. 12.

D. F. Bennangé, Esq. &amp;c. &amp;c. &amp;c.

Sir,

Cape Town, 28th July 1824.

I OMITTED to mention that the documents ordered by the Court are indispensable in the course I have prescribed to myself; and that such documents contrary to Mr. Murphy's promise have not yet been delivered to me.

If these should be forthcoming at any period of the present week, I shall be prepared to meet the Court at any subsequent day it may be their pleasure to appoint.

I am, Sir, your very obedient servant,

(signed) B. Burnett.

(A true copy.)

D. F. Bennangé, Sec.

No. 13.

D. F. Bennangé, Esq. &amp;c. &amp;c. &amp;c.

Sir,

20, Burg-street, 2d August 1824.

I BEG to inform you that I am ready to receive the judgment of the Commissioners in the prosecution, his Majesty's fiscal against myself, whenever it is the pleasure of those gentlemen to call upon me.

I have the honour to be, Sir, your obedient servant,

(signed) B. Burnett.

(A true copy.)

D. F. Bennangé, Sec.

(Translation.)

No. 14.

RECORDS held before the worshipful Court of Justice of this Government in the case of Mr. Advocate Joubert, counsel for Bishop Burnett, as appointed hereto by resolution of this Court, dated the 26th August last, Appellant; versus D. Denysen, Esq. His Majesty's Fiscal, Respondent; in order to hear claim and conclusion for the retraction or correction of the Sentence pronounced by two Commissioners from this Court, on the 10th August last, against the Appellant, with the Costs; hereupon to answer and terminate according to law.

Tuesday, the 7th September 1824.

All the members present excepting Messrs. W. Hiddingh and J. H. Neethling on duty.

Advocate Joubert says, that he had thought he should have been able to have prosecuted this appeal this day; but that having consulted with his client on the matter of his grievances against the sentence, he could not receive the necessary instructions from the appellant, in consequence of his not being provided with a translation of his trial; and therefore requests, in consequence of the notorious inability of the defendant, a translation thereof *pro Deo*, and a term till after the vacation.

The R. O. respondent submits the request to the Court.

The Court grants the request for a translation of the trial *pro Deo*, but rejects that for a term till after the vacation, and directs that this case shall be prosecuted as soon as the appellant shall be provided with a translation of his trial.

Done at the Cape of Good Hope, day and year as above.

In my presence, (signed) J. T. Jurgens, Head Clerk.

(A true translation.) Henry Murphy, Sw<sup>n</sup> Trans.

(A true translated copy.)

D. F. Bennangé, Sec.

N<sup>o</sup> 28.

## LETTERS from the Court of Justice in explanation of the Proceedings in the case of Mr. Bishop Burnett.

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Letter from the President and Members, dated 3d December 1825.

Letter from the Secretary (Mr. Bennangé), dated 3d December 1825.

Letters from Mr. Neethling (Member of the Court), dated 3d and 5th December 1825.

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(Copy.)

J. T. Bigge, Esq. Major W. M. G. Colebrooke, His Majesty's Commissioners  
of Inquiry.

Gentlemen,

Cape Town, 3d December 1825.

WE have the honour to acknowledge the receipt of your letter of the 16th ultimo, covering extract of one from Mr. Buissinné to you under date of the 29th October last, respecting a declaration of Mr. Bishop Burnett's insolvency by the late sequestrator Mr. Van der Riet, and requesting to be informed as to the proceedings referred to by Mr. Buissinné, and also of the result of the reference made by the Commission of Circuit in the year 1823, to the full Court, in an action brought by said Burnett against Robert Hart and the late sequestrator, "for illegally conspiring to drive him away from the place named Doorn Valley, in the month of July 1822."

With respect to the first point of your letter, as to the proceedings said to have been had before our Court upon a remonstrance of Burnett against the late sequestrator's declaration of his insolvency, we take the liberty to refer to a letter to Mr. Gregory from our secretary, dated the 16th ultimo, the contents of which he has communicated to us, and which we beg leave fully to confirm. But with regard to the case or action brought by said Burnett against Robert Hart and the late sequestrator, which was referred to us by the Commission of Circuit in the year 1823, we beg to inform you that we cannot find any sentence in this case, or record of any judgment having been given, although we are informed that such a sentence has been seen in the office of the Court; and we in good faith, in consequence of the recollection of most of the members, do believe that we did come to a decision by which the claim was rejected; and in the supposition that the sentence was forwarded to Albany for promulgation, our secretary has written twice to the secretary of that district, but without having as yet received any answer. This is the only cause of our not having replied to your letter of the 16th ultimo earlier, conceiving that by that previous step we should be enabled to return a more positive and satisfactory answer.

We have the honour to be, Gentlemen, your most obedient humble servants,

The Chief Justice and Members of the Court of Justice.

(signed) J. A. Truter.

By order of the Court, (signed) D. F. Bennangé, Sec.

(A true copy.) John Gregory, Sec.

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John Gregory, Esq. Secretary to His Majesty's Commissioners of Inquiry, &c. &c. &c.

Sir,

Cape Town, 3d December 1825.

IN compliance with your letter of yesterday's date, conveying a request from His Majesty's Commissioners of Inquiry, to be informed "whether the result of an inquiry ordered to be made by the Commission of Circuit in the year 1823, into a charge of fraud against Bishop Burnett, and that was committed to the charge of the landdrost and heemraden of the district of Albany, was transmitted to me as secretary of the Court of Justice, and whether any proceedings have been held thereupon;" I have the honour to inform you that a memorial was transmitted to the Court by the landdrost of Albany, requesting a decree of summons in person against Bishop Burnett on a charge of fraudulent conduct, to the prejudice of his creditors; and which memorial, with the documents annexed thereto, were the subject of deliberation in an extraordinary criminal Court held on the 6th January 1824, when it was resolved to postpone the disposition thereupon till the estate of said Burnett should be finally liquidated by the sequestrator.

I have the honour to be, Sir, your most obedient servant,

D. F. Bennangé, Sec.

His Majesty's Commissioners of Inquiry, &amp;c. &amp;c. &amp;c.

Gentlemen,

Court's Hall, 3d December 1825.

HAVING been honoured with your letter of this day's date, requesting me to state to you whether the statement of the proposed distribution of Bishop Burnett's estate was submitted by the sequestrator for the approbation of the Court of Justice on the 22d January last, and by me examined, and whether it has received the final approbation of the Court; I beg leave to assure you, that I do not recollect that the said statement was by me examined amongst the many statements that have undergone my examination: however, it appears certain, that in the month of January, Messrs. Bentinck and Truter were the Commissioners to whom this task, according to rotation, should have devolved, and that, as according to the Cape Gazette, this statement laid open at the sequestrator's office from the 19th March last for the inspection of the creditors, which must precede the sequestrator's application for the Court's sanction, the examination could not have been expected before that date.

I regret to have it not at present in my power to afford a more direct reply, without having consulted the Court's records and the late sequestrator; and have the honour to be, with the highest regard,

Gentlemen, your most obedient humble servant,

*J. H. Neethling.*

His Majesty's Commissioners of Inquiry, &amp;c. &amp;c. &amp;c.

Gentlemen,

Cape Town, 5th December 1825.

I TOOK the liberty of immediately replying to your esteemed of Saturday last, by which I reserved further to inquire into the circumstances of Bishop Burnett's estate, as far as regards the Court's interference; but as the Court separated but after four o'clock, and yesterday being Sunday, I went this morning to the Court's office, and found from the records that on the 23d June last the statements of Burnett's and several other estates were sent in from the sequestrator's office for the Court's examination and sanction; and this brought to my recollection, that on that very day the Court ordered that all the statements then laid over were to be handed to me and Mr. Rogerson, (then the two Commissioners for civil affairs,) but that I, looking into Burnett's account of distribution, found an error in Messrs. Ebdon and Eaton's claim therein mentioned, and directed Mr. Van der Riet, the chief clerk, then present, to return the same to his father, the late sequestrator, for correction; since which time the said papers have never been in my possession, and I am therefore persuaded that the said statement has not yet received the Court's sanction. I further went to the late sequestrator's house this morning, and requested him to inform me what had become of the statement and documents of Mr. Burnett's estate, when the said Mr. Van der Riet, the late sequestrator, showed me the same, and has forthwith sent them to my house; upon which I have thus now the means of reporting to the Court.

I have the honour to be with the highest regard, Gentlemen,

Your most humble obedient servant,

*J. H. Neethling.*N<sup>o</sup> 29.

LETTERS from His Majesty's Fiscal, D. Denyssen, Esq. in explanation of the Proceedings instituted against Mr. B. Burnett for a Libel; dated 22d November, 29th November, and 30th November 1825.

Corrected translation of the Act of Accusation,

To His Majesty's Commissioners of Inquiry, &amp;c. &amp;c. &amp;c.

Gentlemen,

Fiscal's Office, 22d November 1825.

I HAVE the honour to acknowledge the receipt of your letter of this day's date, requesting my early information on the questions therein proposed to me, namely; first, by what reasons I have been induced to exhibit to the Court of Justice, in my proceedings instituted against Mr. Bishop Burnett, a letter from the colonial secretary, conveying to me his Excellency's desire that I would institute proceedings against Mr. Bishop Burnett for defaming the Commissioners of Circuit; second, whether I had any interview with his Excellency the Governor, or the chief secretary to the government, previous to my receipt of

of the letter before mentioned; and, thirdly, whether I admit or deny having repeatedly declared, during the course of the prosecution, that had my advice been followed it would long since have been abandoned as wholly unwarranted by the laws; and, in compliance with your desire, I have the honour to reply to the first question, that independent of all other reasons which may have induced me to lay before the Court of Justice the direct information which I received from the colonial secretary, it has been always customary in cases where the prosecution has originated in an official information, or order received from government, to exhibit such information or order to the Court of Justice.

I take this opportunity to observe, that in my prosecution I did not strictly follow the wording of the letter; for that I have prosecuted Mr. Bishop Burnett for *libel*, knowing that the defamation which is committed by writing, or the *injuria scripta* of the Roman law, often is comprised in the general signification of the term *libel*, as in the inscription of the title of the Roman pandects, *De Injuriis et famosis Libellis*.

To your second question I have the honour to reply, that I cannot bring to my recollection any interview which, previous to my receipt of the letter before mentioned, I should have had on the subject thereof with his Excellency the Governor, or the chief secretary to government; and to your third question, I must beg leave to reply in the negative. The reason which prevented me to rejoin to the allegations of Mr. Burnett's defence is obvious; because, according to the Crown Trial Process, Articles 48, 58, & 60, after the defence of the accused persons, the proceedings are immediately closed. Perhaps I might have obtained the Court's permission to rejoin; but as I thought my character too well established in the Court to require my personal defence against the imputation of duplicity, laid to my charge by a person under trial for defamation, I did not even make an application to the Court for such permission.

I have the honour most respectfully to be, Gentlemen,

Your most obedient humble servant,

(signed) D. Denysen.

To His Majesty's Commissioners of Inquiry, &c. &c. &c.

Gentlemen,

Fiscal's Office, 29th November 1825.

I HAVE the honour to acknowledge the receipt of your communication of yesterday's date, relative to the proceedings in the case of Bishop Burnett; and in reply to your question proposed to me, whether I consider that the substance of my address, and the references made in it to the Roman law and other authorities, are correctly given? I do myself the honour to say, that the greater part of the address, the translation of which is now before me, is only introductory, and the remainder a mere sketch prepared by me before the trial, with the object not to follow it *verbatim* in my address to the Court, but to fix my attention on the points which probably might require my comment. The same has been delivered to the secretary, with the view to assist his recollection in recording the address which I delivered *viva voce* in the Court, and ought to have afterwards been restored to me, which, however, was not done; nay, I only was allowed yesterday the inspection thereof in my office, in the presence of the chief clerk at the secretary's office of the Court of Justice, which, however, I declined, finding that it was impossible for me to submit to such an indecorous treatment.

Allow me now to say, gentlemen, that I am far from acknowledging that a mere sketch prepared before trial, before it was in my power to guess what defence might be made by my opponent, should contain the substance of my address to the Court. Supposing the translation thereof correct, which I am not enabled now to ascertain; it cannot but have struck your attention that some parts of the translation contain mere hints, without any explanation whatever. You will find therein the words, *In what now does this proof consist? only in the recorded proceedings of the Commission of Circuit, &c.*; and after having mentioned the argument, you will find that I abruptly proceeded to the discussion of another subject. It is clear enough that I cannot have made use of such expressions in my address to the Court, since at the moment I was ordered to *proceed forthwith to my claim*. Mr. Burnett had not produced to the Court any part of the recorded proceedings of the Commission of Circuit. Mr. Staedel's evidence could not be known to me at the time I was preparing my sketch, consequently no reply to his evidence could be prepared by me; still I have no doubt but that I have made some remark relative to that evidence. I take the liberty to annex hereto copy of a memorandum, which I have found in an envelope containing some of my raw drafts in Bishop Burnett's case, and which, though not delivered to the secretary of the Court, must have lain before me at the time I made my address. The contents thereof will show you my intention to compare whatever documents Bishop Burnett might lay before the Court, with each particular point separately numbered by me, and to deduce therefrom whether and in how far the same were to be considered proper means of his defence. As nothing was produced in his defence, I am led to suppose that something has been said by me of the nakedness of his defence, and of the wantonness of his alleging so many heavy charges against the judicial authorities, whereof not a single charge was supported

ported by the least degree of probability. The quotations of the Roman law I find to be correct in the translation before me; and to the question, whether the laws of Holland contain any enactment relative to the offence of libel? I can only reply by saying that many laws are passed in the Netherlands relating to certain descriptions or species of libel, which they are intended to repress, but that no general law was found by me wherein the legislative authorities of the Netherlands have defined what is to be considered the crime of libel, and how the same is to be punished; and as in one of the acts of colonial legislature, the Proclamation of 3d September 1799, only mention is made of libels of an inferior description, such as memorials or petitions addressed the courts or other magistrates, wherein use is made of *disrespectful* and *unbecoming* language against government, and the public boards and officers, which offence has been therein made punishable with a fine of fifty ris dollars, and discretionary punishment to be added to such fine, I have thought it requisite to take recourse to the suppletory laws of the late united Netherlands, in which it has been clearly defined that the *mala fide* defamation, even in a petition to the sovereign, renders the defamer liable to the punishment of *injuria scripta*.

I have the honour most respectfully to be, Gentlemen,

Your most obedient humble servant,

(signed) D. Denysen.

(Copy.)

BELEDIGINGEN & Defamatien waarop B. Burnet, zig te verdedigen heeft.

Speciale defamatien tegens de laatste commissie van rechtspleging.

1. Prejudice.
2. Partiality.
3. Corrupt violation of Justice.
4. Wanton assassination of his character, tending to prejudice the causes wherein he is appelland, and to forestal a corresponding judgment.

Algemeene defamatien tegens de Rechterlyke Auctoriteiten alhier.

5. Flagrant injustice.
6. Legal error and perversion.
7. Inconsistency.
8. Extra-judicial procedure.
9. Scandalous oppression and intolerable persecution.

(A true copy.) D. Denysen, Fiscal.

To His Majesty's Commissioners of Inquiry, &c. &c. &c.

Gentlemen,

Fiscal's Office, 30th November 1825.

HAVING this morning received from the chief clerk at the secretary's office of the worshipful Court of Justice, the original draft of my address to the Court in Bishop Burnett's case, alluded to by me in my communication of yesterday, I hasten to inform you thereof, and to request that no notice may be taken of my information respecting the manner in which it was presented to me on the 28th instant.

I have the honour most respectfully to be, Gentlemen,

Your most obedient humble servant,

(signed) D. Denysen.

(Translation.)

ACT of Accusation in the criminal Prosecution of *His Majesty's Fiscal*, acting *ratione officii*, versus *Bishop Burnett*, defendant in person.

BE it hereby made known, that Bishop Burnett, inhabitant of the district of Albany in this colony, has become liable to the charge of wilfully and *mala fide* with intention to expose to the deepest humiliation and contempt, not only the judicial dignity here in general, but in particular the dignity and authority of the last Commission of Circuit (which consisted of Messrs. Petrus Johannes Truter, junior, and Petrus Borchardus Boroherds, members of the worshipful Court of Justice, and which held their sittings in the district of Albany on the 27th October last and following days), and to defame the members who composed the same, having prepared and caused to be prepared for him, and having subscribed with his name, and by the presenting thereof to his Excellency the Governor of this colony having published, a certain libellous writing in the form of a memorial or petition to his Excellency the Governor,

Governor, wherein he prayed that his Excellency would be pleased to order a revision of the proceedings which were held before the last Commission of Circuit in the district of Albany, and in which the defendant in person was one of the litigating parties, by the worshipful Court of Justice in this town, with a view to an equitable decision by said Court on the evidence already adduced; and wherein the defendant in person falsely and *mala fide* stated and set down, as the reasons which led him to make that request, the following highly insulting and defamatory accusations against the aforesaid members of the worshipful Court of Justice who composed the last Commission of Circuit; namely, as it is written in the English language, "*of prejudice, partiality, and a corrupt violation of the laws;*" and also, that they had been guilty, as it is written in the English language, of "*a manifest injustice, and a wanton assassination of the defendant's character, tending to prejudice the causes wherein he was appellat, and to forestal a corresponding judgment.*"

To which accusations the defendant in person has further added general defamation, extending to all the proceedings in which he has been engaged in this colony, not only of the last Commission of Circuit, but also of all those who have been concerned therein, excepting himself; he having called the whole history of those law proceedings, as it is written in the English language, "*one of flagrant injustice, of legal error and perversion, of inconsistency, of extra-judicial procedure, of scandalous oppression and intolerable persecution.*"

The defendant in person having concluded the said writing, with denouncing to his Excellency the Governor, on the grounds of the above-mentioned accusations, the said members of the last Commission of Circuit, as it is written in the English language, "*as persons morally disqualified to fulfil the sacred functions intrusted to them.*"

Which crimes, as being an open violation of the laws, tending to disturb the internal tranquillity of this colony, and to lessen the dignity and power of all the judicial authorities within the same, cannot be tolerated in a country where justice prevails; but on the contrary should be punished on the body as an example, and to deter others.

Fiscal's Office, 8th April 1824.

(signed) D. Denysen, Fiscal.

(A true translation.) Henry Murphy, Swa Trans.

N<sup>o</sup> 30.

EXTRACT from the Proclamation of the Earl of Caledon, dated 16th May 1811,  
fixing the periods within which Appeals must be prosecuted.

EXTRACTED from a Proclamation of the 16th day of May 1811.

BY his Excellency Du Pré, Earl of Caledon, &c. &c. &c.

PROCLAMATION.

WHEREAS, &c.

Civil Cases.

Art. 56. All sentences pronounced in civil cases, the amount or value of which exceeds the sum of one thousand rix dollars, or the value thereof, may be appealed from by the party cast to the Court of Appeals for Civil Cases, established in this colony by proclamation of the 29th May 1807.

Art. 60. In the district of Zwellendam, George and Tulbagh, the appeal must be prosecuted within eight weeks after the same has been noted; in Uitenhage and Graaff Reynet, within twelve weeks, saving the admission of relief, upon grounds known in law, to be decided on by the judge in appeal.

(A true extract.) H. Temorier, Cf. Ck.