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CORRESPONDENCE IN INDIA.

BETWEEN THE

COUNTRY POWERS

AND THE HONOURABLE ITEE

EAST INDIA COMPANY'S SERVANTS

CONTAINING

AMONGST MANY OTHERS,

THE LETTERS OF

GOVERNOR HASTINGS, J. Macpherson, Esq. J. STABLES, ESQ. E', WHELER, Esq. Sir John Cumming, Col. Morgan, Nath. Middleton, Esq. Major Palmer, FRANCIS FOWKE, Esq. | MAJOR BROWN.

James Fraser, Esq.
John Bristow, Esq.
David Anderson, Esq.
General Stibbert. &c. &c. &c. &c. &c. &c.

IN SIX VOLUMES;

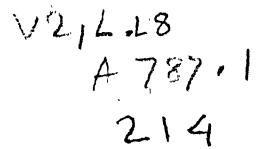
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O N D O Ni

PRINTED FOR J. DEBRETT, OPPOSITE BURLINGTON-HOUSE, PICCADILLY.

M DCC LXXXVII.

The Censures of the Court of Directors are placed first in the following Collection of Papers, because they contain a Series of Evidence relative to the greater Part of the Charges, which could not be separated under the several Heads.



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# Loci David OF THE Beland From DIRECTORS

On Mr. HASTINGS,

Under the Administration of Lord North.

Extract of General Letter to Bengal, dated 15th December,

#### ON THE ROHILLA WARL

Par. 2. A S the separate addresses of our Governor General, and of the majority of Council, to the Court of Directors, and of the latter to our late Chairman, and Deputy Chairman, are entered upon your records, we shall consider them as proceedings or minutes of Council, and as such, reply to those particulars which require our observation, direction, or determination; and herein we shall be guided by that equal regard which we bear towards every member of your Board, expressing our approbation of such measures as are right, and reprehending those which appear to us deserving of censure; but before we proceed to those particulars we think it necessary to communicate the following resolutions, agreed to by a General Court of Proprietors, held on the oth instant, relative to fundry objects on which you have been divided.

Resolved unanimously, That, notwithstanding this Court hath the highest opinion of the services and integrity of Warren Hastings, Esquire, and cannot admit a suspicion of corrupt motives operating on his conduct, without proof; yet they are of opinion, with their Court of Directors, that the agreement made with Sujah Dowlah for the hir of a part of the Company's troops for the reduction of the Rohillah country, and the sublequent steps for carrying on that war, were sounded on wrong policy, were contrary to the general orders of the Company, frequently repeated, for keeping their troops within the bounds of the provinces, and for not extending their territories; and were also contrary to those general principles which the Company wish should be supported.

Vol. I. B Refolved

Resolved unanimously, That this Court do agree with the opinion of the Court of Directors, that the whole correspondence between the Governor General and Mr. Middleton should have been laid before the members of the Superior Council, who ought to have received every formation respecting the transactions of the Company's Agent at Sujah Dowlah's Court, in order to regulate their conduct at that critical period.

Resolved, That this Court do agree in opinion with the Court of Directors, that it is necessary to wait the arrival of the Anson, or some further advices from Bengal, before a precise judgment can be formed relative to the future re-

fources of that Presidency.

Resolved; That this Court do agree in opinion with the Court of Directors, that the measure of recalling the troops from the Rohillah expedition, as soon as it could be done with propriety, was agreeable to the spirit of the Company's general orders; but, considering the situation of affairs at that time between the Company and Sujah Dowlah, and other circumstances, the Court think the recalling them so hastily might have been attended with inconveniencies.

## Extract of the Company's General Letter to Bengal; dated 31st January, 1776.

Adjourning the Council, when enquiring into his Condutt.

Para, 17. THE importance of the question, Whether the Governor General is legally empowered to dissolve the Council at pleasure, contrary to the declared sense of the majority, is so great, that we have judged it proper to state the case to some of the most eminent lawyers in this kingdom, and to have their opinions, before we finally decide thereon; which opinions we have not yet been able to obtain. But however the question may be determined respect. ing the legality of the power, we are clearly of opinion, that it is highly improper that fuch a power, which may be attended with the most fatal consequences, should be exercifed by our Governor General, or by any President of our Council; and therefore, to prevent further inconvenience, and totally to suppress all claims of this kind in future, it is our express command, that no meeting of our Council (the members having been duly fummoned) shall be difsolved or adjourned by the authority of our Governor General, or of any President for the time being, without the consent of a majority of members present at every such meeting of our faid Council.

18. And if it shall hereafter happen that the Governor General, or any member or members of Council, not be-

ing a majority, shall think proper to withdraw from the Council Board, and leave a majority of the whole Council sitting; and if such majority shall be of opinion that it may be necessary, and for the good of our service, to proceed to the dispatch of public business; we hereby direct that they continue to sit so long (and to adjourn from time to time) as they shall think it requisite and for our interest so to do; and that their minutes, resolutions, and proceedings, shall be recorded in the same book and form as would have been the case if no member had withdrawn.

19. It is our further command, that all orders which shall be issued by such majority, so assembled in Council as aforesaid, to any of our servants in Bengal, civil or military, be implicitly obeyed in the same manner, to all intents and purposes, as though such orders had been authorized and signed by all the members of our said Council.

20. The heavy charges brought against our Governor General have impressed us with the most serious concern; but the state of this interesting business is as yet too imperfectly before us, to enable us to decide thereon at present.

Extract of the Company's General Letter to Bengal; dated the 5th April, 1776.

For suffering his Banyan, Cantoo Bahoo, to hold Farms contrary to Regulation.

Para. 27. HAVING investigated the charges exhibited against some of the members of our late administration, we have come to the following resolutions:

"Resolved, That it appears that the conduct of the late " Prefident and Council of Fort William; in Bengal, in " fuffering Cantoo Baboo, the present Governor General's 66 Banyan to hold farms in different Purgunnahs to a large 44 amount, or to be security for such farms, contrary to the " tenor and spirit of the 17th regulation of the Committee " of Revenue at Fort William, of the 14th May, 1772, se and afterwards relinquishing that security, without satis-" faction made to the Company, was highly improper, " and has been attended with confiderable loss to the Com-44 pany; that the Governor General and Council be di-" rected to prepare an exact statement of such losses or da-" mages as the Company have fustained by their servants " permitting Cantoo Baboo, and other persons, to with-" draw the security they had given, and to take the most " effectual measures for the recovery of the same. And "there being reason to expect, by the next advices, a fur-" ther investigation and elucidation of those charges which respect the receiving of presents by the late President and " Council

"Council at Fort William, as the subject was under condideration of the Governor General and Council when
the Anson left Bengal; and as, in all probability, proceedings may have been had thereon before the Supreme
Court of Judicature, that the Court of Directors do
fuspend their final determination on the said charges till
further lights shall enable them to decide thereon with
precision.

Resolved, That it appears that a considerable sum of money has been given by one of the Company's tenants, for holding the salt farms of Selimabad and Duccansa-vagepore, in the districts of Dacca, over and above the engagements for those farms to the Company, contrary to the letter and spirit of the 11th regulation of the Committee of Revenue of the 14th May, 1772; and that Mr. Barwell has acknowledged having charged the said tenant, for his own use, and the other Gentlemen of the Factory, with the amount of R<sup>5</sup> 1,25,500, for permitting him to hold the said farms."

## Postcript to the General Letter to Bengal; dated 25th October, 1776.

#### Acceptance of Mr. Hastings's Resignation.

UPON taking into confideration a letter lately received from Col. Lauchlin Macleane, dated the 10th instant, representing that he was authorized, empowered, and directed to fignify to us the desire of Warren Hastings, Esquire, to refign his office of Governor General of Bengal, and to request, our nomination of a successor to the vacancy which would be thereby occasioned in the Council there; and it having appeared, from an inspection of the powers with which Mr. Macleane was invested from Mr. Hastings, and from collateral testimony, in confirmation of fuch powers, that Mr. Macleane was authorized to fignify to us Mr. Hastings's desire to resign his said office, we unanimously refolved to accept such refignation; and thereupon, in consequence of the powers delegated by the act of the 13th year of his present Majesty, did nominate and appoint Edward Wheler, Esquire, to succeed to the office in the Council of Fort William, in Bengal, which would become vacant thereby, if fuch nomination should be approved by his Majesty, to whom a proper memorial and petition was presented, praying his Majesty's consent to such nomination, agreeable to the directions of the faid Act of Par-Itament, a copy of which memorial and petition is enclosed. The The diffeches by his Majesty's ships of war being unexpectedly detained, we have the opportunity of acquainting you, that Lord Viscount Weymouth, one of his Majesty's principal Secretaries of State, hath fignified to us by his letter, of which we also inclose a copy, that the King is graciously pleased to approve our nomination, and that the proper instruments of his Majesty's approbation will be prepared accordingly for the royal fignature.

The shortness of the time since we were informed of his Majesty's pleasure upon this nomination, will not permit our writing more at large at present; but whatever shall occur to us as necessary upon this alteration in the administration of the Presidency of Bengal, will be communi-

cated to you by our next dispatch.

Extract of the Company's General Letter to Bengal, the 24th of December, 1776.

THE CONDUCT OF MUNNY BEGUM, &c. Par. 34.—Re-

Para. 34. THE Resident at the Durbar, who has been the principal agent in this business, could not be ignorant of the above resolution, because he was a member of the Committee; and it was the indispensable duty of our Prefident and Council not only to have taken care that regular and frequent accounts of the advances made by the Resident at the Durbar to the Nabob were laid before them, but also of the expenditure of his stipend, which should have been transmitted to us for our information: And we must conclude, that if they had done their duty in this respect, such unaccountable and extensive errors could not have happened in the accounts, the effects whereof must operate to our disadvantage, as we do not find that his stipend will enable him to discharge the debts he has incurred; and when we consider that the large overplus paid to the Nabob has really been diffipated in his infancy, and must either be a dead loss to the Company, or tend to distress him exceedingly. by putting him under large stoppages, though his real wants. are necessarily encreasing as he grows up to manhood, we cannot but manifest our resentment at the conduct of those of our servants whose remissiness has in this instance involved both the Company and the Nabob in fuch great inconveniences.

35. The easy prey which the Nabob has been made to his menial servants, and their utter want of ability, integrity, and attention, to render him in any degree respectable, even in the eyes of the natives, are circumstances that have led us to re-consider our instructions to our late Presi-

dent and Council respecting Mahmud Reza Khan. We were always of opinion that an able oftenfible Minister. during the minority of the Nabob, would be necessary, and late events have but too strongly confirmed us in such opinion; and as the abilities of Mahmud Reza Khan have been sufficiently manifested, as official experience qualifies him for so high a station in a more eminent degree than any other native with whom the Company has been connected, and as no proofs of mal-administration have been established against him, either during the strict investigation of his conduct, or fince his retirement, we cannot, under all circumstances, but approve your recommendation of him to the Nahob to constitute him his Naih; we are well pleased that he has received that appointment, and authorize you to affure him of our favour, so long as a firm attachment to the interest of the Company, and a proper difcharge of the duties of his station, shall render him worthy of our protection.

26. We are by no means prepared to decide upon that part of your instructions, which commits the administration of criminal justice entirely to the superintendance of Mahmud Reza Khan, nor of his plan for carrying the same into execution: We observe it has had your approbation, and therefore suppose it is at present operating in the country; but whether, in the present state of things, such authority could be legally conferred on Mahomed Reza Khan, or whether his instructions to his inferior Phowsdarry officers will clash with the jurisdiction of the Supreme Court, established by his Majesty's charter, are questions of too great importance for us to hazard an hasty opinion thereon. We have already laid before his Majesty's Ministers a collection of such papers as must explain our embarrassments, occasioned by the extensive operation of the authority and jurisdiction of the Supreme Court of Judicature, over natives not in the tervice of the Company; and if any alteration should be made, in consequence of our application or otherwise, you will of course receive information: In the mean time, copies of your instructions to Mahomed Reza Khan, and of his plan for the execution of criminal justice, shall be laid before the most eminent Counsel in this kingdom, in order to obtain their opinions, whether any objections arise thereto in point of law, which opinions we shall transmit to you by the earliest opportunity, for your information and future guidance.

Extract of the Company's General Letter to Bengal, the 5th February, 1777.

TREATY OF PORUNDER, Par. 20.—ABUSES IN LETTING LANDS, AND COLLUSIONS IN SALT CONTRACTS.

Para. 20. BY the 48th paragraph of our letter, dated 15th December, 1775, you were informed of our intention, under every circumstance, to keep all territories and possessions ceded to the Company by Ragobah; and you were directed forthwith to adopt such measures as might be necessary for their preservation and desence. Our letter could not be before you at the time of concluding the treaty of Poonah; but we are extremely concerned to find, by the terms of that treaty, that so great a sacrifice has been improvidently made, and especially that the important cession of Bassein to the Company by Ragobah has been rendered of no effect.

30. It is with equal furprize and concern that we have received your proceedings respecting abuses which have prevailed in letting the lands, and collusions practised in forming contracts for salt with the Company.

Extract of the Company's General Letter to Bengal, the 4th July, 1777.

RECAL OF MR. BRISTOW FROM OUDE, to Par. 36.— MR. HASTINGS'S PLAN OF MANAGING THE REVENUES.

Para. 11. UPON the most careful perusal of your proceedings of the 2d of December, 1776, relating to the recall of Mr. Bristow from the Court of the Nabob of Oude, and the appointment of Mr. Nathaniel Middleton to that station, we must declare our strongest disapprobation of the whole of that transaction.

12. We observe, that the Governor General's motion for the recall of Mr. Bristow includes that for the restoration of Mr. Nathaniel Middleton; but as neither of those measures appear to us necessary, or even justifiable, they cannot

receive our approbation.

13. With respect to Mr. Bristow, we find no shadow of charge against him; it appears that he has executed the orders of the Board to the entire satisfaction even of those members of Council who did not concur in his appointment. You have unanimously recommended him to our notice; attention to your recommendation has induced us to afford him marks of our favour, and to re-annex the emoluments affixed by you to his appointment, which had been discontinued by our order. And as we must be of-

opinion, that a person of acknowledged abilities, whose conduct has thus gained him the esteem of his superiors, ought not to be degraded without just cause, we do not hestitate to interpose in his behalf; and therefore direct, that Mr. Bristow do forthwith return to his station of Resident at Oude, from which he has been so improperly removed.

36. In our letter of the 5th of February, 1777, we expressed our apprehensions that a sudden transition from one mode to another, in the investigation and collection of our revenues, might have alarmed the inhabitants, lessened the confidence in our proceedings, and been attended with other evils; yet as we were led to hope that such information had been obtained as would enable us to ascertain, with a sufficient degree of precision, what revenues might be collected from the country without oppressing the natives, we felt some satisfaction in considering those evils as at an end, and proceeded to give such instructions as appeared to us necessary for your guidance in a future settlement of the lands.

37. In this state of the business our surprize and concern were great, on finding, by our Governor General's minute of 1st November, 1776, that, after more than seven years investigation, information is still so incomplete as to render another innovation, still more extraordinary than any of the former, absolutely necessary, in order to the formation of a

new fettlement.

38. In 1769, Supervisors were appointed professedly to investigate the subject. In 1770, Comptrolling Councils of Revenue were instituted. In 1772, the office of Naib Duan was abolished, natives were discarded, and a Committee of Circuit formed, who, we were told, precisely and distinctly ascertained what was necessary to be known; and now, in 1777, two junior servants, with the assistance of a sew natives, are employed to collect and digest materials, which have already undergone the collection, inspection, and revision of so many of our servants of all denominations. We by no means disapprove the attempt to obtain surther information, if it be necessary, but are forry that the conduct of the majority of the Council on the occasion has been such as must have our utter disapprobation.

39. We should have hoped, that when you knew our sentiments respecting the conduct of our late Administration, in delegating powers to their President, it would have been sufficient to prevent us surther trouble on such occasions; but to our concern we find, that no sooner was our Council reduced, by the death of Colonel Monson, to a number which rendered the President's cashing vote of consequence to him, than he exercised it to invest himself with an improper degree of power in the business of the Revenue, which he could never have expected from other authority.

40. Tha

Ao. The Governor General states, in answer to General Clavering's objection, that there is a clear and solid-distinction between the powers of preparing and those of ordering, governing, and managing the revenues; and adds that the Council have conferred upon him no authority which he did not before legally and constitutionally posses. Without entering into the Governor General's legal distinctions, we declare the powers assumed by him, with the consent of Mr. Barwell, such as we neither approve, nor can permit to be exercised by any person whatever. We therefore direct, that no separate controus be henceforth exercised by the Governor General, nor any order issued from any public office, or otherwise, in the name of the Governor General only, except military orders in the garrison of Fort William.

41. And we further direct, that no Member of the Board be debarred the infpection of any papers, accounts, or materials, which may have been collected, in the first instance, nor precluded from the exercise of that controus which is invested in him by law, on any account or pre-

tence whatever.

. 42. The reasons given by the Governor General, why the business could not be entirely left to the Provincial Councils, namely, because it "required uniformity in design, and "authority in execution," are totally inadmissable. It was certainly in your power to render the proceedings of the Provincial Councils uniform, and perfectly safe to trust them with any degrees of authority which could with propriety be delegated to their juniors in the service, or to any officer of this temporary establishment.

43. And as to arranging the materials, when transmitted to Fort William—if the experience of the officers of the Khalsa has not rendered them capable of executing a work of this nature more speedily, and to greater advantage than two strangers, be their abilities what they may, we must

declare them unfit for their employments.

44. The Ray Royan was the regular channel of fuch communications as require the interpolition of a native, and not Gunga Govind Sing, whose dismission from the Calcutta Committee had rendered him an improper person

to transact affairs of such moment to the Company.

45. The Superintendant of the Khalfa Records, and Persian Translator, are unworthy of their offices, if unable to direct the arrangement of papers so immediately connected therewith; and as we consider the preparation of materials, upon which a general rent roll of the provinces must be formed, as interfering most essentially with the ordering and management of the revenues,

revenues, we must be of opinion that the Members of our Council could not legally relinquish their power of immediate inspection and superintendance of those materials in the first instance, nor delegate a separate power of suture controul, in the degree and to the extent now vested in the person of the Governor General; because though there might be no reason to expect unsair proceedings in the present case, it was absolutely necessary to guard against the possibility of enabling the Governor General to suppress or reject papers or accounts which might be decemed necessary instruments of information by other Members of the Council.

46. In regard to the idea of deputing natives on occafional investigations, we are really aftonished at such a proposition. If a Committee of Circuit, and Council of Revenue, composed of the most intelligent and respectable characters in our service, and armed with all the power of the Prefidency, have failed in their attempts to obtain necessary information, from whence are these natives to procure it? And if collusions have been practifed by Members of Administration, when deputed into the districts, what reason have we to expect that the conduct of native deputies, who cannot be ignorant of former transactions, will be found more unexceptionable than that of their superiors? It will certainly be allowed, that they are liable to great temptations, because their report must determine, in some degree at least, the amount of revenue to be taken from those districts which are to be the subjects of their investigation.

Extract of the Company's General Letter to Bengal, dated the 28th November 1777.

Improper Appointment of Commissary General, to Par. 24.—Salt Balances, to p. 37.—Elephant Contract with Mr. Thackeray, to p. 49.—Encrease of Fees and additional Offices in the Supreme Court.—Remission of Costs recovered from Commal ul Dien.

Para. 16. ON your consultations of the 14th of October 1776, during the indisposition and absence of General Clavering, we observe a motion was made by the Governor General, that Mr. Nathaniel Brassey Halhed should be appointed Commissary General. To this motion Mr. Francis very properly replied, that though he had no personal objection to Mr. Halhed, yet from the nature of the office of Commissary General, and its inseparable connexion with the Commander in Chief, he thought considerable weight was due to his opinion; but by the concurrence of Mr. Barwell in the Governor

Governor General's motion, before the General was confulted, it is evident, that whatever might be his fentiments, they could have no other effect than that of being recorded for our information.

17. The reason affigned by Mr. Barwell for his conduct on this occasion, was, because he could not, consistent with his principles, "decline supporting the constitutional nomination of servants to the different offices under the Press sidency by the Governor General;" which he affirms to have been a power exercised by Presidents of the Council ever since he served the Company, and which power he conceives "the Company propose should always be exercised."

18. We are equally surprized and concerned to find a Member of our Council capable of making such declaration, when, by adverting to the 47th article of our instructions, dated the 29th March, 1774, he would have found, that whatever might have been the powers exercised by former Presidents of the Council, our Governor General is only authorized to nominate the Town or Fort Major; and it is expressly directed, that "the Commander in Chief shall re-" commend all officers for the staff;" also those who shall be appointed to fill all vacancies in the sepon corps; and that the Governor General and Council shall pay proper regard to the recommendation of the Commander in Chief."

10. After so manifest a difregard of our express commands, by the Governor General and Mr. Barwell, we cannot wonder at the indignity offered to our Commander in Chief, by asking his opinion in a measure which was in effect predetermined; and rejecting that opinion without vouchfafeing to assign a reason for so doing, though given upon information received from Colonel Daw (whose abilities and experience rendered him perhaps the most proper person in Bengal to be consulted on the subject) that an intimate acquaintance with the ulages of the army was absolutely necessary for any man who should hold the office of Commissary General; however, it does not appear, that either the experience of Colonel Daw, or the mortification expressed by General Clavering, at the idea of our military affairs relapsing again into disorder and consusion, had the least weight with the majority of the Board.

20. In strict conformity with the line of official duty prescribed by our instructions, the General named to the Board two officers who, as he declared, possessed all the qualifications requisite for Commissary General; but this discharge of his duty was passed over with silence, and the appointment of Mr. Halhed finally settled, without a single remark on the General's observations.

21. The Commander in Chief says, he "could have" wished that the Governor General had thought less of obliging

"obliging a favourite with a good place, than of filling it by a man whose peculiar abilities were adapted to the soffice," and we most fincerely join the General in such wish; but as this does not appear to have been the case, it becomes us to interfere, and remedy the evil immediately: We therefore direct, that if the General shall recommend either Mr. Murray, Secretary to the Board of Ordnance, or Captain Kyd, Town Major, the two perfons whom he has declared duly qualified for the office of Commissary General, that the person so recommended be forthwith appointed to that office.

24. Another subject of altercation at your Board, since the death of Colonel Monson, is that of Salt Balances.

25. In the 4th paragraph of your letter per Syren you inform us, that the sum of 10 lacks of rupees reserved for the discharge of Salt Balances, is the amount claimed by those individuals who had made advances to the molungees, or salt makers, at the time when it was resolved (in 1772) to appropriate, for the benefit of the Company, all the salt

made in the feveral provinces of Bengal.

26. It appears upon the proceedings of our President and Council, of the 17th of October, 1768, that on a sormer occasion the Company had paid claims of this nature to the amount of rupees 5,33,045, which was to be reimbursed by an increase of revenue. The payment was real; but the President and Council observe, that the reimbursement was solutious, because the Company might have increased the Khallary revenue, without discharging the incumbrance occasioned by former balances.

27. Convinced of the impropriety of subjecting the Company to inconveniences and losses of this nature, and in order to prevent them effectually in suture, the Board, in 1768, unanimously agreed, amongst other regulations, that in consideration of the heavy balances due from the molungees to the merchants on account of the preceding year's advances, the merchants should have the preference of the molungees services for that season (meaning 1760); but that the molungees should not be liable to be called upon for any balances whatever after the expiration of that season.

28. In our letter of the 31st of January, 1776, after noticing what happened respecting the evasion of the above regulation in 1771, in the case of Mr. Reed, we stated the reason why we thought the claims of former salt merchants, for balances from the molungees, ought not to be satisfied by the Company; namely, because we did not find, that by any proceedings of the Governor and Council, the specific injunctions, which prohibit demands being made on the molungees for old balances, had been set aside or repealed; and

we also cautioned you to attend carefully to all the circumflances of former regulations, before you admit claims which might subject the Company to the payment of money on account of such balances.

29. We find, however, on your consultation of the 8th of October, 1776, the Governor General declares his opinion, that the Company ought to charge themselves with the amount of those balances, when divested of accumulation of interest, supplies of provisions, and other articles, by which debts of this kind have been swelled to the most exorbitant amount; and he gives as a reason for his opinion, that it was for the benefit of the Company that the molungees were disabled from discharging their balances, or rather the merchants prevented from receiving the equivalent of them, by the profits arising from the produce of the labour of

the molungees.

30. This acknowledgement of the Governor General. that the balances have been swelled (to use his own phrase) by "arts of this kind," conveys to us a very unfavourable idea of the conduct of the claimants, and renders it, in our opinion, very doubtful, whether they would be justly entitled to any compensation whatever, either from the molungees or the Company, even supposing the regulations of 1768 had never been formed. And as to the benefits derived to the Company, we have our doubts, whether, exclusive of interest upon advances of agency, and of all other expences which have attended the falt business since the new regulation took place, the net profits brought to the Company's treasury would be more than equal in amount to the fum claimed by the merchants in discharge of their old balances; and if so appropriated, the Company's advantages on falt, which have been held out to us in a light so favourable by our late administration, would again be reduced to a fictitious révenue.

31. The minutes of General Clavering and Mr. Francis, in answer to the Governor General, manifest an attention to the Company's interest which does them much honour, and leaves us little to add on this subject; but as the Governor General allows, that if it shall appear that the regulation of the 7th of October, 1768, was made public, and in such a manner as was requisite to give it the effect of a legal sanction, it must of course invalidate all claims made in contradiction thereto, we shall add one word respecting

the promulgation of the faid regulation.

32. At the time when this regulation took place, Mr. Becher held the office of Collector General, and confequently had the superintendance of the Purgunnahs near the Presidency; Mr. Sykes was Resident at the Nabob's court at Moorshedabad, and Mr. Rumbold was Chief at Patna.

33. The Collector General was present at the Council Board when the regulation was formed; it was nevertheless directed, that he should be furnished with an official copy of the consultation, in order that he might issue the same in the districts under his inspection; and Mr. Becher declares, in his letter of the 11th of March, 1769, that in consequence of the resolutions of the 7th of October, regarding the conduct of the inland trade in salt, the necessary publications had been issued throughout the districts under his management; and that from a revisal of the extract of that day's proceedings, his successor could be at no loss as to what might be further needful to be done.

34. The 7th of October, 1768, the Governor and Council also transmitted copy of their plan to Mr. Sykes at Moorshedabad, and to Mr. Rumbold at Patna; the former was defired earnestly to recommend it to the Nabob's Minister to adopt them, and the latter enjoined to pay the

strictest regard and attention thereto.

35. With these authorities before us, we are really concerned to find it afferted by the Governor General, that the orders of 1768 "were never made public nor enforced." If this affertion be true, how shall we ever be able to give credit to what we read in minutes of Council? And if the orders were actually published, how shall we account for the Governor's affertion, or indeed for his attempt to invalidate them, in his comment upon the subsequent act of the Board, in 1771, which seems intended to afford individuals an advantage against the Company, in matters of

property, to so great an amount?

36. Under the above circumstances, we have the fatiffaction to find, that Mr. Francis declares himself convinced that the claims in question " cannot be supported in a " court of justice;" that he denies the right of the claimants; and that unless new facts be produced, of which he is ignorant, he confiders the argument urged in our letter of 31st of January, 1776, against admitting such claims, as unanswerable; that General Clavering has, in our opinion, fully refuted the Governor General's arguments, respecting the declaration of the Board in 1771, and declared it has resolution to protest against every measure which may tend to fatisfy these extraordinary claimants for any part of the debt pretended to be due to them. We earnestly hope that the attention of the General and Mr. Francis to our interest on this occasion will have the defired effect, and prevent the Governor General and Mr. Barwell from proceeding further in the business. And it is our express direction, that no money be paid by you on account of falt balances, until you shall have obtained our licence for such payment, unless the claimants shall establish their claims by law, which we believe

believe to be impossible. But should this be attempted, and a verdict at any time be obtained in the Supreme Court of Judicature, at is our order that you appeal to his Majesty in Council, in every such case where the amount shall war-

tant an appeal.

37. A further instance, in which the conduct of the Governor General and Mr. Barwell, as a majority of the Board, appears to us not only improper, but highly reprehensible, is that of rejecting the advice of our standing Counsel, and refusing to concur in filing a bill of discovery to oblige Mr. Thackeray to declare who were the persons concerned with him in surnishing the Company with elephants.

38. We observe that our late President states to the Council, in consultations of the 6th of September, 1774, that the farmers of Sylhet had made a tender to him of about 66 elephants, at 1000 rupees each; that the Board esteemed it an advantageous offer, and accepted the elephants under

certain conditions.

39. We find that the farm of Sylhet was granted by the Committe of Circuit; that the Company's advance to the farmers of Sylhet, of 33,000 rupees for elephants, was received by one of the Members of that Committee. It has however fince appeared, that the oftenfible farmers, or perfons named in the Committe's settlement, never existed; and that Mr. Thackeray, the Company's Resident at Sylhet, was the real farmer, under sictious names.

40. The circumstances which more immediately claim our attention are, the Company's Agent, who was to receive the elephant's from the supposed farmers (but in reality from Mr. Thackeray) was appointed by himself; that when the elephants were delivered by Mr. Thackeray's agent at Patna, it is stated that they were unfit in every respect for service; that some died on the first day's march; and that only 16 out of 66 survived the march from Duna-

pore to Belgram, the place of their destination.

41. From these and other circumstances the majority of our Council, before the death of Colonel Monson, thought proper to put such questions to Mr. Thackeray as might lead to a discovery, whether any collusion had been practised, or improper influence used by persons in power to induce the Council at Patna to accept elephants in the condition above described, so much to the damage of the Company. To their questions Mr. Thackeray made evalive answers, and in short resuled to give the desired satisfaction; whereupon the Board resolved, that the balance claimed by Mr. Thackeray should not be paid by the Company.

42. As Mr. Thackeray was the Company's Resident at Sylhet, and has acknowledged that the Company's Agent,

who was to receive the elephants from the supposed farmers, was appointed by himself, and as the elephants were delivered at Patna in a state unsit for service, we deem the questions put to him by General Clavering, Colonel Monson, and Mr. Francis, not only proper, but absolutely

necessaty.

43. The teasons assigned by Mr. Thackeray for withholding information from the Board were, because, having given his word and honour that he would not divulge particulars, he might, by breaking his promise, forseit the character of "a man of principle and honour," and suffer in the opinion of his friends. These reasons appear to us very extraordinary, when urged by a man whose duplicity had just been manisested; who had, to use the Governor General's words, "been convicted of having secretly obtained the farm of Sylhet, under fistitious titles, and punished for "that offence." Nor are we able to reconcile the Governor General's tenderness for Mr. Thackeray's honour and delicacy with his own further declaration, that from the above transaction Mr. Thackeray had been "unanimensly and if justly condemned."

44. Your letter of the 19th of December informs us, that the Supreme Court had passed a decree in favour of Mr. Thackeray for rupees 29,000, and costs of suit, and

that you had ordered the money to be paid.

45. We observe that our Attorney was served with notice of trial the 14th November, about twenty days after the death of Colonel Monson; and to our cost we find, that the majority of Council, confishing then of the Governor General and Mr. Barwell, instead of preparing for a proper desence, deserted the gause, and thereby subjected the

Company to the payment of the money.

46. The amount of the Company's loss on this occasion is not the principal object, of consideration; but when we find it suggested by General Clavering; that the cause was lost by "a most shameful desertion" on the part of the defendants, whose duty it certainly was to guard our property; that not a single witness was produced on the part of the Company, we are induced to think, with the General, that a majority of the Board; though they may not chuse to make a formal order on the treasury to satisfy unjust claims, may nevertheless encourage suits to be instituted in the Supreme Court, overrule the opinion of the Company's Counsel, prevent their attornies from adopting the best mode of desence, suffer verdicts to be given against the Company, and shelter themselves under such verdicts, in disposing of our property to individuals.

47. Mr. Farrer not only gave his opinion fully and clearly against the possibility of Mr. Thackeray's recovering

the money by a suit at law, but also declared, that in every part of the transaction, from the origin to the close, he perceived such strong marks of fraudulent misrepresentation and concealment, that it seemed to him essential to justice, to investigate the matter to the bottom, by a bill of discovery; that forbearance would be to suffer, in matters of property, those things to be concealed under a false idea of honour and principle in one of the parties concerned, which the justice of the case required to be revealed. And we are forry to observe, that by the death of Colonel Monson, the Governor General and Mr. Barwell, though trisling, became sufficient to set aside the most solemn opinion of our Counsel in a matter which concerned the Company's property, and which opinion appears to us equally just and judicious.

48. Upon the whole of this transaction, as we fully approve the conduct of General Clavering and Mr. Francis, because it has been, in our opinion, highly meritorious, so we are compelled to declare, that the behaviour of our Governor General and Mr. Barwell has, in this instance, been

highly improper, and inconfistent with their duty.

49. In the 31st article of our instructions, dated the 29th March, 1774, we recommended the strictest frugality in your approval of salaries to be paid by the Company to the officers of the Supreme Court of Judicature. Upon the receipt of your advices, specifying the amount of sees and salaries appointed and annexed to the said officers, we expressed our opinion, that they were very bigb, but acquiesced therein for the present; suggesting however, our hopes, that in case any alteration should take place, you would not agree to any plan that should not be formed with more ecconomy, until you should have transmitted the same to us for our final determination.

50. The 11th paragraph of your letter of the 12th of February, 1777, informs us, that the Judges had fent you a 11st of additional offices, and a proposal to increase the fees to other particular offices already established; and to our astonishment we find, that you have approved the proposal of the Court, and granted your consent to the increase of sees and additional establishments.

of Council, whose conduct we have so justly censured, have again exercised their authority in manifest disregard of the intimations given in our instructions, and in opposition to the most unanswerable arguments urged to the contrary by General Clavering and Mr. Francis, who had also protested against the unreasonable and excessive salaries and emoluments, as established by the Judges of the Supreme Court of Judicature, for the officers of that Court at its first institution.

52. We observe it stated by Mr. Francis, that the salaries of the officers of the Court, exclusive of the Judges themselves, as they stood before the late addition, amount to current rupees 1,23,436, besides their sees. To this must be added house rent, at the rate of current rupees 4,428 per annum, and contingent charges, which are indefinite. It is now proposed to hire another house, which he concludes will not be done for less than 500 rupees a month; and he states the expence of the new officers' salaries at upwards of 32,000 rupees per annum, besides the additional allowance of sees.

53. When we consider this profusion of expence, we cannot but express our concern, that the power of granting away our property in perpetuity should have devolved upon persons, whose compliance to the Court has, in our opinion, greatly exceeded their attention to the interest of the Com-

pany.

55. After trifling with our substance in the manner above stated, we are not surprised at your consenting to forgive Cumal ul Dien his costs of suits. Indeed the intimation of the Chief Justice convinces us, that had you withheld your consent, the Company would not have been benefited thereby; but as we regard the example as a dangerous precedent, and the remission of costs to Cumal ul Dien as an encouragement to other natives to tread in his steps, we cannot but approve the opposition given to the measure by General Clavering and Mr. Francis, upon the grounds set forth in their minutes, on consultation the 4th of February, 1777; and we consider it as another instance of the saithful discharge of their duty to the East India Company.

Extract of the Company's General Letter to Bongal, dated 30th January, 1778.

Petition of Mucherjee against Mr. Batemen, to Par. 60.—Mr. Hastings's Plan of annual Hustabood by native Aumeens, to p. 64.—Addition to the Secretary's Salary, p. 64.—Recal of Mr. Fowke from Benares, p. 65.—Irregularity in the Ass of Council, p. 69.

Par. 50. THE petition of Monshur Muckerjee, stilled the dismissed farmer of Currickpore and Mongheer, pointed out to our particular notice in your revenue letter per Syren, exhibits another instance of loss to the Company, occasioned by that duplicity which has been practised by our servants during the late administration, in the letting and holding of lands and sarms in Bengal.

51. We find the circumstance which occasioned Muckerjee's petition, was a complaint made by the Roy Royan, that a balance of 13,000 rupees was due from him, as the dismissed farmer of Corrickpore and Mongheer, and that the Khalsah Peons had been sent to demand the money; but were interrupted by Mr. Wodsworth. To this charge Mr. Wodsworth, who had been an affistant at Mongheer, replies, that the Roy Royan must have been misinformed, because Dundoo Bahader and Kerperam Roy were the two farmers dismissed from Currickpose and Mongheer; and that the fact was too notorious to be doubted. Muckeries also declares, on his examination, that he was Mr. Bateman's servant, and not the farmer of the districts in question; that Mr. Bateman was collector, Dundoo Bahadar farmer of one pergunnah, and Kerperam of the other; and that at Mr. Bateman's request, he (Muckerjee) became fecurity for payment; that he never faw Dundoo Bahader; that Kerperam was one of his own people; that he believes mo such man as Dundoo Bahader exists in Bengal; and that he was security only for Mr. Bateman. That Mr. Bateman gave in proposals under the seals of Dundoo Bahader and Kerperam; that feals were cut in the above-mentioned names, and affixed to the cabooleats by Mr. Bateman's Moonthy, who wrote the cabooleats, and always kept the seals in his own hands; that Mr. Bateman had the possesfion, and enjoyed the profit of the farms, and paid him 200 rupees per month as his muttasuddie; that Mr. Bateman fold him Dundoo Bahader and Kerperam were only nominal persons; that on asking Mr. Bateman if the two pergunnahs were his own, he replied, that he had one share in Mongheer, and Mr. Vansittart two shares; but that he was the fole proprietor of Currickpore; that the mahals or districts, having been put under the Council at Moorshedabad, Mr. Baber told the petitioner, that Mr. Bateman was not to receive the profits that year; but that they (meaning the faid Council) were to receive the advantages ariling therefrom; and that Mr. Baber proposed his continuing in the mahals; and that he should give him a teep for 10,000 rupees, which he declined, but to which he afterwards confented.

52. The orders of your Board on the occasion were, that a copy of Muckerjee's petition should be transmitted to Mr. Bateman, and so much of it to Mr. Baber as had relation to that gentleman, and that his answer thereto should be required; but, to our assonishment, we find Mr. Barwell objects to this mode of admitting on the records matter of a tendency foreign to the public business, stating, as reasons for his objection, that the wisdom of the legislature having established a jurisdiction that alone is competent for the cognizance of all private claims and demands, if any thing was intended against Mr. Baber, further than

the mere introduction of his name in an odious manner. your Board was not the tribunal to give redress; that though your time and attention might be diverted from public business, and broke in upon by the introduction of matter calculated to answer the partial resentments of individuals, you must revert to the business of the public; and of course could not pass through a tedious and accurate examination, to clear aspersed characters, or, if not aspersed, to relieve the injured. For which reason, and that your records might not become a channel of villification, as he stiles it, he was against admitting any claims of individual against individual. He therefore moves, that Monshur Muckerjee be told, that if there be justice in his representations against Mr. Baber, he must apply to the Court of Judicature, and prove his claim before that court, where alone matters of private property can be decided; that if he does this, the demand will be made upon Mr. Baber in a regular manner, and Mr. Baber will have an opportunity of controverting the pretentions of the claimant,

53. We have been thus particular in stating Mr. Barwell's objection and motion, because we conceive them to have been contrary to the letter and spirit of the 35th article of our general instructions, which expressly directs, that you cause the strictest enquiry to be made into all oppresfions committed against natives or Europeans, and into all abuses which may have prevailed in the collection of the revenues, or in any part of the civil government; and that, you communicate to us all the information you may be able to obtain relative thereunto. Supposing, therefore, for a moment, that Muckerjee's petition had proved utterly untrue; that Mr. Bateman had not, in the smallest degree, been concerned in the farms of Mongheer and Currickpore; that Mr. Baber was perfectly innocent of receiving the teep.—One fact was nevertheless indisputable, namely, that the districts were 13,000 rupees in arrear; and the supposed farmer having declared himself not the farmer, but the servant of the collector, and therefore refused payment, certainly the admitting of his reasons for such resusal upon your proceedings was strictly regular, and the only proper channel by which you could communicate to us the information required by our general instructions; nor do we conceive that, confishently with your duty, you could polfibly have suppressed them.

54. We are forry to observe, that a motion so very extraordinary should be approved by our Governor General We agree with the other Members of our Council, that the resolution, is carried, would have been equal to a denial of justice; that it would have put a stop to complaints against Company's servants, and would have suppressed the discovery of all abuses, whether past or to come, because no investigation of such complaints could ever have taken place; and therefore we cannot but approve the conduct of

the majority in overruling the motion.

55. It feems the Council at Patna had the letting of Mongheer and Currickpore; and Mr. Bateman pretends that, on account of former troubles and inconveniencies, there was no person to be found that would engage for the above farms; for which reasons, and to save the charges of collection, and the risk of balances, Mr. Vansittart requested him to take them, and that Mr. Vansittart had no private concern whatever in the farms: but furely, if no more was meant by Messrs. Vansittart and Bateman than to render the Company a fingular service, and to free them from expences, there could be no necessity for substituting fictitious names to cover so meritorious a transaction. Mr. Baber's reply was received before that of Mr. Bateman. We observe he denies the charge, and fays the man was a farmer of Mongheer and Currickpore; but he mentions one additional circumstance of some consequence to the Company, namely, that the Vackeel had, during the time of the Collector, petitioned for a deduction of 11,000 rupees, which was admitted by the Council at Patna, and finally allowed by the Prefident and Council at Calcutta; but, indeed, if collectors can fo far forget their duty as to become farmers under fictitious names, and if Chiefs of Provincial Councils recommend it to them to take farms, we cannot wonder that petitions for abatements should be numerous, nor that fuch petitions should meet with success.

56. We find it acknowledged by Mr. Bateman, that he actually took the farms in the names specified by the petitioner; that those names were merely nominal; that he himself proposed Muckerjee for security; and that Muckerjee was at that time his servant. We therefore do not hesitate to declare, that we pay no regard to the future declarations of Mr. Batemen respecting Muckerjee, but hold him alone responsible to us for the unpaid balances of the third year's rents, and also for the abatement of 11,000 rupees, if made during that period; and we therefore direct that you forthwith adjust the said account on this principle, and

demand the amount of Mr. Bateman.

57. And if Mr. Bateman shall refuse or neglect to pay such sums as you may think we have an equitable right to receive from him, it is our order, that you institute a suit against him for the amount, in the Supreme Court of Judicature; and if judgment shall be given against the Company, in such case we direct that you appeal to his Majesty in his Privy Council.

60. Our letter dated the 4th of July, 1777, contained our disapprobation of the Governor General's scheme for a new investigation of the provinces, by the deputation of native Aumeens into the districts. We now read on your proceedings, that Nundololl, one of those Aumeens, has been furnished with a guard of fifty sepoys from Dacca, without the knowledge of the Commander in Chief; and from your debates relative to the power of the faid Aumeens. it appears that Nundololl has also deputed subordinate Aumeens, for whose protection the Governor General seems to think part of this military force might be necessary. We confess ourselves alarmed at these proceedings, and more fo when we consider that Zemindars, and other respectable inhabitants of a country, from which the Company and the nation draw immense advantages, should be liable to vexatious inquisitions, and even to the possibility of suffering abuses and grievous oppressions from other natives, vested with an authority which we utterly disapproved, before we could have the opportunity of preventing such abuses.

our ideas of humanity and of found policy, we have only to add, that if one part of the Governor General's plan be more exceptionable than the rest, it is that order which enjoins the Provincial Chief and Council, "on any complaint made by any Aumeen," to support and enforce the authority of the said Aumeens, by compelling the attendance of such native revenue officers as the Aumeens might require, and by arresting and punishing those who should dare to oppose or disobey what is stilled by the Governor General and Mr. Barwell the orders of government

in those instances.

64. We disapprove the addition of 600 rupees per month, made to the Secretary's salary; we think 1,200 rupees per month, and the sees and emoluments of the office, as mentioned by General Clavering, a very sufficient income for the Secretary of the Revenue Department, and also for those officers whose salaries have been lately regulated thereby; we therefore direct, that the said addition be discontinued immediately upon the receipt of these our orders.

os. In your secret letter of the 19th of December, 1776, you inform us, that the purposes for which Mr. Francis Fowke was appointed to proceed to Benares being fully accomplished, you had annulled his commission, and ordered him to the Presidency. But it appears by your letter of the 6th of January, 1777, that in less than twenty days you thought proper to appoint Mr. Thomas Graham to reside at Benares, and Mr. Daniel Octavus Barwell to be his affisant;

69. The

69. The mode adopted the 14th of March, 1777, by the Governor General, of introducing motions agreed to by Mr. Barwell, and not waiting to take the official opinions of the other Members of the Board, before such motions were allowed to become acts of government, appears to us so new and extraordinary, and so destructive of the freedom of debate, that we are at a loss to conceive how the Governor General could venture upon the measure; we shall in this place only declare, that it has our utter disapprobation, and that we will endeavour, by another conveyance, to establish such regulations as shall, if possible, effectually prevent the like proceedings in future.

Extract of the Company's General Letter to Bengal; dated 4th March, 1778.

#### Job of the Ship Ashburnham.

of Ashburnham has received considerable damage, we must suspend our remarks on that circumstance till the amount of such damages can be ascertained; but as your proceedings relative to the taking up of that ship are completely before us, and appear in several instances very exceptionable, we proceed to examine the necessity of the measure, your different opinions thereon, the terms granted to the owners, and the conduct of our Board of Trade respecting the whole of this extraordinary transaction.

19. The 19th of August, 1776, you wrote to the Governor and Council of Bombay, informing them that six ships would be scarcely sufficient for your investment; that our servants at Fort St. George wanted four; that you could allot them but three, and therefore you requested that the Latham might be dispatched to you so soon.

venient, according to her original destination.

20. The 7th October, before the receipt of your letter at Bombay, the President and Council had addressed you on the subject. At that period they had received no intimation from you, or from Fort St. George, that tonnage was wanted, and therefore, having sufficient cargoes for two ships, they informed you that they should return the Latham directly to Europe, and proposed dispatching her early in November.

21. On your consultation of the 9th December, immediately after your entry of the above advice from Bombay, we find an address from Messrs. Crofts, Killican, Robinfon, and Grant, Proprietors of the ship Earl of Ashburnham, offering to freight her to England on the Company's

account.

Poard of Trade, with your request to be informed if another ship would be wanted for the investment, they acquaint you, that they were confirmed in their expectation of fix sull cargoes; that they thought it for the Company's interest that the Ashburnham should be employed; and they recommend it to be effected without loss of time.

23. The proposals of the owners were, to be paid for 716 tons certain, and for as much more as the ship might carry, after the rate of £. 22 10s. per ton, provided the Company should maintain and send back the lascars, or £. 25 per ton, if those charges were defrayed by the

owners.

24. Having submitted the proposals to the Board of Trade, and received their opinion thereon, you all agree; except General Clavering, on consultation the 13th of

Tanuary, to take up the Ashburnham.

23. The Governor General was of opinion, that there was an apparent inconfistency in the conduct of the Board of Trade in reducing the freight, but Mr. Barwell seems to have construed the resolution of the Board of Trade favourably for the owners, by declaring that there was no

reduction made in the freight.

26. At this critical period a letter arrived from Bombay, in reply to yours of the 19th of August, inserming you, that as the Latham's lading was nearly completed when they received your requisition, it would have been very inconvenient to have altered her destination; but that, in order to supply tonnage for Coast and Bay, they would return the Hester immediately to Fort St. George; and therefore you might detain, for your own investment, one of the ships intended to have been sent to that Presidency.

27. This letter arrived with you the 9th of January; upon the receipt thereof General Clavering recommended to the Governor General to take immediate measures with the Board of Trade for breaking off the negociation for the Earl of Ashburnham; but hearing nothing further on the subject, the next day the General, searing it might have escaped the Governor's memory, craved leave to repeat his

application for that purpole.

28. The Governor acknowledges the General's recommendation did not escape his memory, but that he found, on enquiry, it was too late, as the owners of the Ashburnham had received notification of the Board's resolution before

the Bombay letter was returned from circulation.

29. At this consultation Mr. Francis informed you, that, notwithstanding it had been recommended to you to take up an additional ship for the investment of the season, the Captain of the Triton had made repeated applications

to the Board of Trade for 40 tons of surplus tonnage, which had not been complied with, and which fact he defired might be communicated to us by the ship then un-

der dispatch.

39. To this request of Mr. Francis the Governor General objected, because he did not allow the information to be regularly before the Board; and Mr. Barwell concurred in the Governor's objection. They consent, indeed, that the representation of Mr. Francis may be sent to the Board of Trade, and have no objection to our being addressed on the subject when completed; but these proposals were declined by Mr. Francis, because he found it impossible to receive an official answer from the Board of Trade in time to go home by the ship proposed.

31. The Governor General's answer to General Clavering, that the owners had received notification of your resolution before the Bombay letter was returned from circulation, leads to an investigation which convinces us that the interest of individuals, rather than that of the Company, was the object in taking up the ship Earl of Ash-

burnham.

32. As the Secretary's notification to the owners was made in writing, it ought to have been entered, but we do

not find it in your proceedings.

33. The answer of the owners is dated the 10th of January; it acknowledges the receipt of your Secretary's letter, informing them, that the terms on which they had tendered the ship were accepted, with exceptions to the sirst, second, and fifth articles; and that his said letter was dated the 9th instant (viz. the 9th of January) which happens to have been the very day on which the Bombay letter arrived.

34. It however appears that the Secretary had waited upon the Governor General on the 10th of January in the morning, and requested a further explanation of your resolution relative to the Ashburnham, and that your notice of acceptance was not wrote to the owners till after that interview. The Secretary returned directly from the Governor General to the office, and then wrote and dispatched the notification of acceptance; but we must be of opinion that he ought rather to have immediately dispatched the letter recommended by General Clavering to be wrote to the Board of Trade, to break off the negociation.

35. Supposing the Secretary's notification to have been in the possession of the owners during the short space of one hour, when the Bombay letter was returned from circulation, it must have occurred to you, that they could have suffered no inconvenience thereby. No expence was incurred, no measure could possibly have been taken to equip

the ship for sea. In short, no damage whatever could at that time have been sustained; and therefore, as a ship of our own was in readiness, and the Ashburnham was, in one hour after notification, deemed unnecessary, it was even then your duty to have communicated the circumstance forthwith to the owners; and, as good servants of the Company, they ought to have acquiesced without a murmur.

36. But after all, we find the notification made by the Secretary was of very little consequence. The owners were therein told, that you had accepted their tender, with exceptions to three articles. Was this an absolute agreement? Were the owners bound thereby? They had requested £. 25 per ton freight; you had agreed to give them 1, 22 10s. Were they bound to accept it? The event proves the contrary.—Another proposition was received from them, and by you submitted to the Board of Trade. And the Governor General himself proposed, that the said Board should again be requested to give their opinion, whether the freight required by the owners of the Ashburnham should be allowed? This question was also repeated by you so late as the 20th of January, although the Governor General had ten days before declared, that it was then too late to break off the negociation, as had been very prudently recommended by General Clavering.

37. Your consultations inform us, that the General's proposal being agreed to by the other Members of Council, a letter was accordingly written to the Board of Trade; which letter is, with great apparent regularity, entered at large, and dated the 10th of January; but to our utter assonishment we find, on your consultations of the 13th, the said letter, so formally recorded, as having been written to the Board of Trade, had been kept back, and that no advice whatever of the Bombay letter had been given to

the faid Board.

38. If it were possible to conceive that this omission was purely accidental, it would nevertheless be very reprehensible; but if it was the effect of design, it is utterly un-

pardonable.

39. Upon the whole, we are fully of opinion there was no necessity for taking up the ship Earl of Ashburnham; and from various circumstances attending the transaction, we do not scruple to declare, that the promoters of the measure were convinced of the impropriety thereof, and that, had the interest of the Company been their object, the line of their duty was evident, and could not have been mistaken.

40. We cannot suppose that the Secretary would, of his own authority, either antedate his notification to the own-

ers, or prefume to delay the dispatch of a letter of so much importance as that which was ordered to be wrote to the Board of Trade, more especially as he must have known that immediate dispatch was of the utmost consequence. We however think it necessary that he should justify his conduct, in order to confirm us in the opinion we entertain of his fidelity: We therefore direct, that you examine strictly into the above circumstances, and report to us the result of your inquiry by the sirst convenient opportunity.

41. We have already declared it our opinion, that there was no necessity for taking up the Ashburnham; we now proceed to examine your reasons for granting £. 23 10s. per

ton for the freight of that ship.

42. The original tender of the Ashburnham states, that the ship must be partly manned with lascars, and £. 22 10s. per ton is proposed, provided the Company maintain and send back those lascars; or £. 25 per ton if this charge is defrayed by the owners, who nevertheless declare, that they preser the former proposition.

43. The Board of Trade, to whom you refer this tender, do not deem £.22 10s. in itself unreasonable; but refer the decision respecting the addition of £. 2 10s. per

ton, for maintaining the lascars, to you.

44. The Governor General remarks the inconfishency of reducing the rate of the freight (from £. 25 to £. 221. 101. per ton) while the Board of Trade feemed to admit the propriety of the conditions for which the additional freight was claimed. Mr. Francis agrees with the Governor General. Mr. Barwell denies that any reduction was made in the rate of the freight; and General Clavering having, as became a faithful fervant of the Company, opposed the measure in every former stage of the business, now leaves the responsibility with those who promoted it.

45. In answer to your notification accepting the tender, the owners state, that the maintenance of 40 lascars for five months in England, and their passage back to Bengal, will amount to £.850; and therefore they propose that the Company shall pay them an additional allowance of £.. per ton, as a moderate compensation for such expence; and on this point we observe, that although the Governor General seems to think the proposition reasonable, he acts with caution, and endeavours to avoid responsibility.

46. The Board of Trade had just declared that the point came not within their department; that they did not think themselves qualified to judge thereon for the Company, and therefore they referred it to the Governor General and Council. The Governor General, in his turn, thinks it not cognizable by the Council, and recommends another

reference

reference to the Board of Trade. Mr. Barwell concurs. Mr. Francis adheres to the former offer of f. 22 10s. withwithout subjecting the Company to any other condition or obligation; and General Clavering once more formally discharges himself from all responsibility.

47. In answer to your reference, the Board of Trade transmit you an extract of their proceedings, wherein they deem f. I per ton a reasonable compensation for the charge

in question.

48. Mr. Bentley (who feems to have thought lascars would really be employed) humanely proposes, that in order to secure a proper care of the lascars, and their speedy teturn to Bengal, payment of the additional freight should be withheld, till it were certified to the Court of Directors that those people had been shipped off for India; but the Board of Trade were of opinion that Mr. Bentley's propo-

fition was not an object of their deliberation.

49. The Board of Trade having given a direct answer, that f. I per ton was a reasonable compensation for the maintenance of lascars in England, and their passage back to Bengal, you immediately change your ground, tell them they have mistaken your reference; that your question was not whether f. 1 per ton was a reasonable compensation? but whether "the freight altogether of f. 23 10s. per ton, 46 which is now required for the Ashburnham, should be " allowed?"

50. The Board of Trade feem fully aware of the difingenuous treatment they were suffering; but it is doubtful to us, whether any persons, except the owners of the Ashburnham, and the majority of our Council, could be privy to what we deem a premeditated design to obtain undue ad-

vantages from the Company on account of lascars.

51. The Board of Trade observe, that they have noticed a tendency to throw the responsibility wholly upon them, notwithstanding the power of treating, and of determination, remained entirely with the Governor General and Council; but being urged to give a direct and explicit anfwer to this new modelled question, they acquaint you, in direct terms, that they think the fum of twenty-three pounds ten shillings per ton should be allowed—and you immediately resolve that it shall be allowed accordingly.

52. The original tender of the ship was made at f. 22 10s. per ton, provided the Company would relieve the owners from a supposed unavoidable expense attending the maintenance and return of lascars; only by contrivance and management, the Company were actually subjected to the certain additional payment of one pound per ton, as an indemnification to the owners on that account, for on no

other pretence was the faid additional sum demanded; but on the most careful examination, we do not find that there was one lascar on board, and therefore we must conclude, that we have suffered an imposition, and sustained a direct loss, to the amount of one pound sterling per ton on the whole freight of the Earl of Ashburnham.

53. The excuses of the Board of Trade for rejecting Captain Elphinstone's application for surplus tonnage, ap-

pear to us very frivolous, and altogether insufficient.

54. They inform you, that the Secretary's public notice had fixed the 4th of January for the delivery of the Triton's papers. That Captain Elphinstone's application was dated the 2d, and considered the 3d of January, at which time his invoices had been delivered in to the Board, and therefore that he was too late. That he nevertheless applied again on the 7th of January, when the time for closing the packet was actually elapsed, and was told, that had he applied sooner, his request should have been granted.

55. We observe, you seem struck with the impropriety of the conduct of the Board of Trade in not occupying the surplus tonnage of the Triton—and no wonder, because you knew, from the Governor General's examination of Captain Elphinstone, that he had made his application for more tonnage the moment he received the abstract of his cargo, and when his ship was but half laden; and that finding his cargo consist principally of raw silk, which stows in small compass, he declared his ship would hold 40 tons

more than was laden.

- 56. Admitting all that the Board of Trade have faid on this subject to be true, they are nevertheless very reprehensible, because a separate invoice might have been formed, without delay, for any quantity of additional goods for the Triton, in the manner proposed by Mr. Palk for Captain Webb, when he applied for surplus tonnage for the ship London.
- 57. We apprehend it was not in the power of Captain Savage to make his owners answerable for the risk and freight of surplus tonnage to the ship, in case he should not be able to receive it on board, nor to alter the terms of charter-party respecting demurrage; but it was certainly the duty of the Board of Trade to have granted his request, and to have submitted the event to us, rather than to let goods remain another season in the warehouse, or in preference to lading surplus tonnage on the Ashburnham, more especially as the Cumberland was supposed to have been much better manned, and must of course sail sooner than the Ashburnham. The Board of Trade, however,

rejected the application of Captain Savage, and granted two hundred additional bales to the owners of the Ashburnham, though they knew the former would have taken them at half freight, and that the latter must be paid full freight, according to the terms of the charter-party. The excessive attention of the Board of Trade to the interest of their Secretary, your Accomptant General, and of the other owners of the ship Ashburnham, carried them in this instance, as in many others, beyond the bounds of prudence. She was chartered for 670 tons certain; no more than 668 tons were laden on board; and therefore we are deprived of the goods reserved for her surplus tonnage, although they might have been brought home at half freight by the Triton and Cumberland.

58. We have ordered particular enquiry to be made, whether all the bale goods fent home on the Ashburnham could have been laden with propriety on board our own ships; and if it shall appear that they might have been so laden, we shall then calculate what additional charge has been incurred for freight in taking up the Ashburnham; and unless such additional charge be forthwith reimbursed to the Company, it is our determination that the parties toncerned shall experience the severest marks of our refertment.

59. In your secret letter of the 9th May, 1777, you advise us, that you have under consideration a plan produced by the Governor General, for regulating the Vizier's troops, commanded by British officers, copy whereof you transmit for our information; and on consultation the 19th of May, you resolve that the plan be adopted.

Extract of the Company's General Letter to Bengal, dated 23d December, 1778.

Mr. Hastings's Resulat to confirm his Resignation made by Colonel Macleane, to Par. 40.—Mr. Templer's Contract for Elephants, p. 40 to 60.—Surgeon General's Hospital-Contract, p. 60 to 74.—Additional Salary, p. 74 to 78.—Captain Forde's Pilotage-Contract, p. 79 to 89.—Marine-Contract to Mr. Sampson, p. 89 to 95.—Mr. Johnson's Bullock-Contract, p. 95 to 107.—Mr. Belli's Agency, p. 107 to 119.—Colonel Parker's Contract for repairing Cantonments, p. 119 to 131.—Ranny of Burdwan, &c. p. 131.—Mr. Lacam's Representation, p. 132.—Regulations of Supracargoes, p. 134 to 139.—Commissioners of Law-Suits, p. 139.—Increase of Salaries, p. 141 to 145.

Par. 21. YOUR address from the revenue department, dated the 25th of June, 1777, together with copy of your proceedings

proceedings from the 20th to the 25th of that month inclusive, also a letter from our Governor General, dated the 15th of August, were duly received; and from the importance of the subject contained in your proceedings, we deem it expedient to take the best legal opinions and advice, before we decide finally on questions which must necessarily result therefrom; but having not yet been able to obtain those opinions and advice, we proceed to make such remarks as occur to us in the present state of this extraordinary affair.

22. In the Governor General's letter of the 15th of August, 1777, he says, no event ever besel him for which he was so little prepared, as for the news of the notification made by Colonel Macleane of his desire to resign the service: And as this affertion appears to us very extraordinary, a review of the authority upon which the notification was made, becomes of course an object of our immediate attention.

23. The Governor General's letter has furnished us with an avowed acknowledgment of his having constituted Mr. Macleane his agent. But before the receipt of that letter. from the conduct of the Governor General respecting Mr. Macleane, and the part taken by him whenever that gentleman's affairs were under confideration in Bengal, the Court of Directors could have no doubt of a strict intimacy having subsisted between them; and from the apparent zeal shewn by Mr. Macleane for promoting the honour and interest of the Governor General in England, the Court had as little doubt of Mr. Macleane having been duly authorized, by express instructions from Mr. Hastings, to signify his defire to refign the office of Governor General, and his request to have a successor nominated to the vacancy, which would thereby be occasioned in the Supreme Council of Bengal.

24. It now appears, from the letter before us, that Messers. Graham and Macleane were regularly appointed the Governor General's agents in England; that he actually gave them powers and instructions, in writing, when they undertook that office: That those instructions contained several distinct propositions, which propositions required something to be done, or performed, as the conditions of the Governor General being consirmed in the government, and that the last proposition was explained by a secret or separate paper.

25. That befides these written documents, the Governor General gave verbal and cautionary injunctions to Messis. Macleane and Graham; and that one of those injunctions was, an earnest recommendation to give up the defence of bis

cause, if it could not be maintained without being used as

the instrument of a party.

26. The death of Mr. Graham happening soon after his arrival in England, and no other person appearing to have been associated with Mr. Macleane in this extraordinary agency, nor nominated or authorized by the Governor General to assist in negociating or adjusting the conditions of his being confirmed in the government, we must conclude that Mr. Macleane remained the Governor General's sole agent in England for that purpose; and from the Governor General's own account, now under consideration, we remain of opinion, that Mr. Macleane was duly authorized and impowered to agree to such conditions, on the Governor General's behalf, as might appear to him expedient respecting the objects of his negociation.

27. The Governor General fays, Mr. Macleane has, in this instance exceeded his powers: of the truth of the affertion the Court are not competent to judge. The Governor General has not yet thought proper to define the powers actually given to Mr. Macleane. He has not communicated to the Court the written propositions, which he required to be complied with, as the conditions of his being confirmed in the government of Bengal, nor informed us what are the contents of the paper which was explanatory of the last of his propositions; nor has he acquainted us with the purport of more than one of the verbal injunctions

alluded to in his letter.

28. If the usual accuracy of the Governor General had been observed, we should not have been at a loss to affix precise ideas to his declarations. In the information which he is now pleased to communicate, he mentions the conditions of his being confirmed in the government. But it is notorious, that he was at that time in sull possession of the government; that he had been so for several years; that he had also been actually and recently confirmed therein by a most solemn act of parliament; that the act of the legislature was full, complete, and stood in no need of confirmation, of which we assure ourselves the Governor General was fully aware when he gave his instructions to his agent.

29. In order therefore to account for this fingular phrase, namely, "the being confirmed in the government," we must be of opinion, that it contains a direct implication, that if the required conditions were not obtained, the Governor General would not remain in the government; and this idea is in perfect agreement with the instructions produced by Mr. Macleane, in the Governor General's own hand writing, declaring, that he would not continue in the government of Bengal, unless the conditions therein specified were

complied with.

30. The

30. The credit due to the testimony of Messrs. Vansittart and Stewart must be determined by the general character of those gentlemen. The Governor General says he never called them to bear witness to his transactions. We can readily allow that the Governor might not think it necessary to call them in as formal witnesses, nor to authorize them to give testimony on the above occasions; but it was fufficient for the Court of Directors to know that they were persons who, from their former intimacy with the Governor General, were the most likely to possess authentic information; and the Court had good reason to believe they were by no means partial to the interest of the person next in succession to the government. If therefore Messrs. Vanfittart and Stewart were of fufficient credit to be believed, their evidence was unexceptionable; it was also full, explicit, and directly in point. The means by which they obtained knowledge of the fact to which they gave testimony, were candidly and unrefervedly explained. Mr. Vansittart declares, he was present when the instructions were given to Mr. Macleane; and Mr. Stewart confirms the account of Mr. Vansittait, by a solemn asseveration, that the Governor General had declared to him that he had given directions to the above purpose to Mr. Macleane.

31. As to the agent having exceeded his powers, it is a xircumstance which can only affect the interest of his employer, and his own reputation. The Governor General had selected and chosen Mr. Macleane, upon the most intimate, perfect, and perfonal knowledge of his ability, principles, and conduct: his commission and instructions were concealed by the Governor General from the Court of Directors, and remained unknown to them, till announced by Mr. Macleane himself; but when he stood forth as the public and avowed agent of the Governor General, and declared himself " authorized, impowered, and directed to " fignify to the Court of Directors his defire to refign his " office of Governor General of Bengal, and to request the 44 nomination of a successor to the vacancy, which would "thereby be occasioned in the Council;" and when the Court found his declaration confirmed by the respectable testimony of the Governor General's most intimate friends; they could no longer hesitate to receive Mr. Macleane as the undoubted agent of the Governor General; to treat his propositions as those of his employer, and consequently to accept the proposed offer of refignation.

32. After avowing the commission and instructions given to his agent, we must declare, that the extracts quoted by the Governor General are nugatory: the offer of resignation was made subsequent to the date, and even to the receipt of all those letters. The Governor General has put

it beyond a doubt, that Mr. Macleane acted by his immediate authority; he has no where pointed out to the Court of Directors the time when the negociation of his agent was to commence, nor the period to which his commission was limited. The letters reterred to contain no revocation or abridgement of the powers of Mr. Macleane; and as to the Governor General's intimation, that subsequent correspondence with Messrs. Macleane and Graham might have operated to destroy conclusions drawn from former instructions, the Court of Directors think it sufficient to remark, that to this hour they remain totally ignorant of the contents of

fuch correspondence.

33. In regard to the proceedings had in Bengal, although General Clavering acted unwarrantably, and even illegally, in directing the Secretary to iffue a fummons in his name, as Governor General, to Messrs. Barwell and Francis to meet him in Council, and Mr. Francis in concurring in those transactions, before Mr. Hastings had acknowledged and confirmed the proceedings of his agent, we cannot, nevertheless, but be displeased at the Governor General, for not giving a direct and candid explanation of the whole; but the Governor General has now sufficiently explained the motives of his filence. He tells us he could not difavow the declaration of Colonel Macleane, without appearing adverse to a man, who had given him the most undoubted proofs of his friendship; and who, though in this instance he bad exceeded his powers, he knew had been actuated by a sincere and honest, though a mistaken zeal to serve him. This open declaration of the Governor General needs no comment.

34. If the answer of the Governor General and Mr. Barwell, that they knew of "no act or instrument by "which the place and office of the Governor General were vacated," had been accompanied with a direct disavowal of the pretended authority by which the offer of resignation had been made to the Court of Directors, the Governor General had been less reprehensible; and surely the solemn proceedings in England, undeniably evidenced by the documents before him, rendered such explanation his indissible duty. Indeed, official deserence to his employers, had there been no other motive, required that the Governor General should in the most unreserved manner have contributed to detect a slagrant imposition, if he found such had been practifed in his name upon the Court of Directors of the East India Company.

35. But however great the improprieties above noticed may be, they bear little proportion to the subsequent pro-

ceedings of the Governor General and Mr. Barwell.

36. In

36. In the first place, it was an act of indecency in the Governor General and Mr. Barwell to meet, even by adjournment, as a council, to enter upon public business, and to form the most important resolutions, without having summoned Mr. Francis to attend his duty as a counsellor, at every such meeting; but Mr. Francis has declared, that he neither received a summons, nor knew till late in the day, and then only by report, that a Board had been affembled, by which the offices of General Clavering had been declared vacant.

37. It was an act of great presumption in the Governor General and Mr. Barwell, to resolve and declare, that General Clavering had vaced his place of Commander in Chief of the Company's forces in India, to which command he had been appointed by a special commission from the Company, without admitting that he had succeeded to the office

of Governor General.

38. And we must be of opinion, that the resolutions and declarations of the Governor General and Mr. Barwell, that General Clavering had vacated the office of Senior Counsellor of the Presidency of Fort William in Bengal, and that Mr. Barwell was promoted to the said office of Senior Counsellor, were, to all intents and purposes, not

only unwarrantable, but illegal.

39. We have thus given you our fentiments on these extraordinary transactions. What measures it may be necessary for us to take in consequence thereof, in order to retrive the honour of the Company, and to prevent the like abuse from being practised in future, will have our earliest and most serious consideration, so soon as we shall be furnished with the opinions mentioned in the former part of this letter. But we cannot, even for the present, dismiss the subject, without expressing our approbation of the sentiments of Mr. Francis, minuted on your proceedings of the 24th of June.

40. In your advertisement for the Army Contract, you state, that proposals will be received for supplying the army with provisions and bullocks, and for feeding the Company's

elephants.

41. Before you come to any determination on the general proposals transmitted to you in consequence of your advertisement, a different proposition is received from Mr. Templer, deviating from the terms of your advertisement respecting elephants.

42. In addition to the feeding of Company's elephants, Mr. Templer proposes to replace, at his own expence, every elephant that shall die during the time of his contract; and also to procure and keep in readiness, over and above the establishment, three elephants for each brigade, in order to replace

those which may dre, or to provide for other casualties; which three elephants were to be always ready for service,

without any additional charge to the Company.

43. In confideration of the risk attending this proposal, Mr. Templer demands a certain sum per month for feeding of the elephants, greatly exceeding all other offers before the Board for the performance of that service.

44. The fum demanded by Mr. Templer was excessive, and your acceptance of his fingle proposal a direct breach of

the Company's orders.

45. In the 36th article of the Court's general instructions, dated the 20th of March, 1774, it was directed, "that all "contracts, with the conditions, should be publically advertised; that sealed proposals should be received for the same; that every proposal should be opened in Council; and that the preference should be given to the lowest, with suffi-

" cient security for the performance."

46. These orders are plain and unequivocal; but in the case before us an individual makes a proposal, essentially different from your advertisement, and you accept it, not only without having recourse to the proper means for ascertaining whether the said proposal was the lowest that would be offered, but with another actually before you, nearly

30 per cent. lower than that made by Mr. Templer.

47. We' reed not inform you, that one of the Members of your Board objected to the acceptance of a fingle proposal, as being a direct breach of the Company's orders; nor that his objection was accompanied by an absolute offer, to find a responsible person who should hold the whole stock of elephants on his own account, and at his own risk, not only under every circumstance of disadvantage proposed by Mr. Templer, but evens with additional responsibility, and at 50 rupees per month instead of 70, which was 20 rupees per month less for every elephant than was demanded by that gentleman. We are extremely concerned to find that this plain proposition produced no reduction in the price thus attempted to be imposed on the Company.

48. The original contract was concluded with Mr. Templer for three years. In your letter per Europa, par. 66, you inform us of his representation, fetting forth losses suftained, and claiming your further indulgence to have the elephant contract extended for five years, as the only means by which he could expect to be indemnified for such losses; and you surther acquaint us, that having reason to be satisfied of the justness of Mr. Templer's representation, and being desirous of affording encouragement to a scheme which appeared calculated for the good of the Company, you had acquiesced, and prolonged the contract until the first day of

January, 1782.

.49. By

49. By the same letter we learn, that Mr. Templer having undertaken to supply and maintain elephants for the temporary brigade, at the rates allowed for the brigade in the field, you had authorized this addition also to be made to his contract, and fixed the establishment at 35, being a number equal to those of the other brigades on a peace establishment.

50. When Mr. Templer applied for a prolongation of his contract, and for leave to supply the temporary brigade, his letter was accompanied with new and distinct proposals for compleating the brigades in the provinces with elephants, which, as on the former occasion, you accepted without advertising for other proposals. This was another breach of the Company's orders; but the circumstances are

not noticed in your letter.

51. We observe, that the Board immediately rejected Mr. Templer's application for an extension of his contract; but we find from the Governor General's minute of the 23d October, that, in consequence of a personal interview with Mr. Templer, and of an explanation of his losses, the Governor General afterwards moved for the prolongation of the contract, to which Mr. Francis objected; but Mr. Barwell agreeing, the measure of course became an act of the Board.

52. The Governor General says, he was unwilling to extend the contract, before he could clearly ascertain the benefits which the service would derive from it, or be convinced, that from losses incurred in the faithful performance of his engagements, the contractor had a claim to such indulgence. The Company's benefits and the contractor's losses shall be briefly confidered. It is with pain we animadvert on subjects of this nature; but as guardians of the Company's property we cannot pass them over in silence.

53. Concerning the first proposals of Mr. Templer, we have already noticed, that an offer was made by a \* Member of your Board, by which, had it been accepted, 20 rupees per month on every elephant would have been saved to

the Company.

54. The number of elephants included in Mr. Templar's contract is 175. Supposing the like saving to have been made upon the whole contract, the excess given to Mr. Templer amounts to Sonaut rupees 42,000, or upwards of £. Sterling 5,000 per annum.

55. Without impeaching the veracity of Mr. Templer, we must be of opinion, that in a transaction of this nature, his own account of losses ought to be accompanied with

## \* General Clavering.

other testimony, or proofs, before it gained official ere-dit.

56. Admitting, however, that the Governor General's statement was just, to what does it amount? Mr. Templer's strift contract was concluded in January, 1777; in October following the Governor alledges, that 29 of the contractor's elephants had died, and 34 had been maintained at different places for nine months at his own expence; but he allows, however, that 105 of the contractor's elephants were then

in the Company's pay.

57. Upon this number the contractor was entitled, in one year only, to receive Sonaut rupees 25,200, or upwards of £. 3.000 Sterling more than would have been paid for the fame number of elephants, if General Clavering's offer had been accepted; and therefore we cannot in justice confider the contractor entitled to further indulgence, or even to your compassion, on account of his losses; but we can readily perceive that the Company, at that early period of the contract, must have been very considerable losers by having accepted his proposals.

58. As the contractor had 34 elephants upon his hands, and 105 in the Company's pay, in October, 1777, we take it for granted, that he might procure 36 more to complete the establishment within the first year. It would then be sour complete years before his contract expires, and the Company would be subjected to pay upwards of £. 5,000 Sterling per annum to Mr. Templer, for sour years certain, more than would have been paid for the same service, if the proposition of General Clavering had been attended to by

your Board.

59. This waste of our property cannot be permitted: you have difregarded our authority, and disobey our orders, in not taking the lowest offers; we therefore direct that the contract for elephants be annulled at the expiration of the year in which you receive this our order; that you receive back the Company's elephants, and such other as shall have been provided by Mr. Templer, at the stipulated price; that you advertise for proposals according to the terms of his contract, and accept the lowest that shall be offered with good security for the due performance of that service; and if Mr. Templer's proposals shall entitle him to a preference, we shall then have no objection to his holding the contract; but if the contractor shall object to this adjustment, and recover damages of the Company for breach of engagement, we are determined in such case to institute a suit at law against those Members of our Council who have presumed, in direct breach of our orders, to prefer the interest of an individual to that of the Company.

60. In

60. In the 45th paragraph of our letter, dated the 30th of March, 1774, we fignified our pleasure that the Head Surgeon should not be permitted to enjoy any emolument arising from his being concerned in dieting the patients, and directed you forthwith to separate the occupations of Surgeon and Contractor. From this plain order you have thought proper to deviate, by granting the Surgeon General a contract for three years. It is true, you have rendered it his interest to have as few patients as possible in the hospital, by suffering him to farm the whole at a gross expence; but this is a manifest perversion of the principle suggested by us, when we expressed our disapprobation of the Surgeon being concerned on any account in dieting the patients by contract.

61. We allow the propriety of the Surgeon General's remark, that the Company's hospital expenses have for some years past run very high, and that from the manner in which they were then conducted there might be little probability of a diminution; and his professed desire to lessen the Company's expense, and to put the hospitals on a more regular footing, must have had our warmest approbation and support, if it had appeared to us that those were the sole,

or even the principal objects of his attention.

62. But if the Surgeon General would have had us belive, that his plan and regulations were principally defigned to retrench unwarrantable charges, and to promote the good of the fervice, instead of farming the hospital by contract on his own account, he should have remained utterly disinterested in the ssue of the proposed reformation, he should have contributed all in his power to reduce improper expences, and to rectify abuses; and in proportion to his success he might have depended upon the Company for a

proper gratification.

63. We lay it down as a fundamental principle, that neither the Surgeon General, nor any of the profession should be interested, directly or indirectly, in the quantity of medicines faved or expended, nor in the increase or decrease of patients admitted into our hospitals, or attended by the Surgeons at the expence of the Company; and on this account, were there no other objections, we should disapprove the contract given to the Surgeon General, because he is not only to furnish all the medicines at his own expence, but seems constituted the sole judge of what may be necessary; and, without impeaching his honour or integrity, we think it exceedingly improper that his pecuniary interest should be so deeply concerned, and stand in competition with his immediate duty, in the application of that part of his plan, a circumstance which ought never to be admitted in regulations of this nature; for it is possible, at least, that

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medicines may be more sparingly administered, and patients more speedily discharged, than can be consistent with the

good of the forvice.

64. As the Surgeon General must have conceived himself sufficiently at leisure to attend to the execution of regulations formed for the hospital, and even, in a degre, to superintend the detail of that business, we see no reason why the same service might not have been performed for the Company, instead of taking it upon Contract for his own benefit. His proper emolument, as hinted above, would have been a recompence in proportion to savings made for the Company, or an additional salary adequate to his merit.

65. We observe in the Surgeon General's proposals, and in the deed first drawn and executed, he was to defray every kind of hospital and medicinal expence for a certain sum per annum: but, at his desire, you have revised the first deed, and agreed to another, with alterations in his favour, one of which is the granting him an addition of the common diet money usually paid by the Company for patients in the hospital before the contract took place; on this occasion, you have acted more like friends of the Contractor, than as faithful servants of the East India Company.

66. The words of the Contractor's proposals are, to defray "every kind of bespital and medicinal expence, of what"feever denomination;" but you have not scrupled to declare, in direct contradiction to a plain proposition stated on your own proceedings, that the Surgeon General's proposals were only to desray the medical charges incurred by the Company; and therefore you have ventured to add the

diet money to his contract,

-67. To put it beyond a doubt, that the Surgeon intended in his proposals to include every charge of diet, he has inferted therein every kind of specific breakfast, dinner, and supper, at full diet, middle diet, low diet, milk diet, and even the quantity of bread, to which by public regulations. to be hung up in the hospital, every patient was to confider himfelf entitled, and as having a right to complain if he found them abridged; and to make it manifest that the Surgeon General expected no additional confideration on this account, he in the next paragraph declares, that, except in the article of doolies, the actual expence of the Company cannot exceed the fum stated in his proposals. You have however proved him mistaken, by granting him diet money over and above the fum required by those proposals, and bound the Company to make good this improvident grant for three years.

68. The medium expense of the hospitals, said to be taken for several years past, is stated by the Surgeon General at Sonaut rupees 2,65,500; supposing this a just state-

ment, and that the proposed annual faving would be Sonaut rupees 30,500; before you ventured to bind the Company in a contract of such extent and importance, you ought to have published the Surgeon General's plan, to have advertised for proposals, and to have taken the lowest offers, with good fecurity for performance; by which means, we have no doubt, a much greater faving might have been made than that apparently established by the present contract; and we are confirmed in this opinion, because we find the combined average of hospital charges, civil and military, for the years 1771-2, 1772-3. and 1773-4, amount only to current rupees 2,16,360, which is 77,760 tupees less than the annual fum granted to the Surgeon General for three years certain: the Surgeon General would, in such case, have been the proper person to have checked the Contractor's proceedings, or to have enabled you to establish sufficient checks for that purpose; and it would also have been his duty to report to your Board his opinion, whether the Contractor properly fulfilled his agreement; whether the plan was capable of further improvement; and whether it ought to be renewed, altered, or confirmed for a longer period than one year, but in all events, the first contract should not have been for a longer term than one year; nor should it have been renewed, unless experience had proved it to have been for the good of the fervice.

69. By felling all the Company's medicines and chirurgical instruments to the Surgeon General at prime cost, and reducing all the Surgeons to the necessity of re-purchasing medicines and instruments of him at 10 per cent. advance, you have established an absolute monopoly in articles conducive to the preservation of the lives of our servants, which we can neither approve nor permit. We do not find that any check is established to prevent the Surgeon General from taking a greater profit than 10 per cent. upon medicines and and instruments, nor do we perceive the possibility of guarding against imposition or abuse in these particulars.

70. You have agreed that the whole of our confignments of medicines shall be delivered to the Surgeon General at prime cost, and that the pound sterling shall be reckoned at no more than eight current rupees. The Surgeon affirms that the Company will save 30,000 rupees per annum by this measure. The truth is, that the average amount of medicines sent to Bengal, for five years past, is only rupees 20,548; therefore the most that can be estimated as a saving on this head, is 20,548 rupees per annum, but by agreeing that eight current rupees shall be accounted equal to a pound sterling, the Company will lose nearly two rupees on every such pound, besides the interest of their money, from the

time of purchasing the medicines in London to the time of

their being delivered at Bengal.

71. Instead of monthly advances, you have agreed to grant the Surgeon General a full moiety of the annual expence, or rupees 1,13,250 in advance every fix months; fo that he is not only paid fix months actual disbursements before hand, but even the whole amount of his profits arifing upon this lucrative contract, one moiety fix months, and

the other moiety twelve months in advance.

72. We find no provision made, that at the end of the term of three years the medicines and instruments on hand shall be returned to the Company at prime cost, or even at any rate.—We do not mean to intimate, that in case it shall be found inexpedient to renew the contract, the present Surgeon General would take advantage of this circumstance, and diffress the service by withholding or refusing to deliver over to the Company such medicines and instruments as may be remaining in store; nor that at the close of his contract he will not have taken care to have a sufficient quantity on hand for the use of the settlement; neither do we believe that Mr. Campbell will knowingly permit Bazar or country medicines to be substituted in lieu of European medicines; nor can we be of opinion, that gentlemen of liberal principles and profession will suffer those who are to be supplied with medicines, and attended gratis, as being included in the contract, to be worse supplied or attended than those who pay the Surgeon liberally for their medicines and attendance; but as it is possible, that in other hands all these evils may happen, and that it is evidently become the interest of the Surgeons to starve the hospital, we must declare that the contract entered into with the Surgeon General cannot, on these accounts, receive our approbation.

72. We therefore direct that you forthwith inform the Surgeon General and Mr. Williams, who is also a party to the deed, that we think it inconfishent with their occupation, and with the station they hold in our service, to engage in contracts of this nature; that we likewise hope they will, on reconsideration, be equally sensible of the impropriety thereof, and not only confent to abolish the present contract, but exert their wimost influence in regulating the hospital, and afford you every assistance in their power to enable you to retrench superfluous charges; and you are to acquaint the Surgeon General, that on no other terms will we consent to any addition being made to his usual salary.

74. And it is our further order, that if the Surgeon General shall not consent to relinquish the contract, nor actually cancel the deed within one month after the arrival of this letter at Fort William, that you forbear to pay him any other salary or emolument on the Company's account than that which he enjoyed before the addition granted him. as recorded on your proceedings of the 4th of December.

75. We observe the additional falary was granted to the Surgeon General within fix months after giving him the hospital contract; but whatever necessity there might have been for increasing his emoluments before that period, we must be of opinion it was totally obviated by the bargain then concluded.

76. The amount of the additional salary granted to the Surgeon General appears to us very large; and we are furprized, with our former orders concerning commission on the revenues before you, how you could venture, in your computation, to affign a fum to the Surgeon General in lieu of fuch commission, equal to that usually received by

a Lieutenant Colonel.

77. In order to prevent the Company's money from being thus given away in future without their consent, we positively direct that no augmentation be henceforth made by you to the falary and emoluments that have been established or approved by the Court, without their licence first obtained for that purpose, except in cases of extreme necessity; and in every such case, that you take sufficient fecurity that all money which may be paid on that account, and which shall afterwards be disallowed by the Court of Directors, be refunded, with interest thereon from the time of payment. This regulation is also to be strictly observed by our Board of Trade, and to remain a standing order in all time to come, unless repealed by the Court of Directors.

78. We shall not by this opportunity confirm the specific allowance made by you to the Surgeon General; but we consent, for the present, that in addition to his former allowance, and in consequence of his giving up the contract. and attending to the regulation of our hospital, and to the reduction of our charges, he be paid the additional fum of 10,000 current rupees per annum; and if it shall hereafter appear, that by his affiftance and influence our hospital is put under proper regulations, and our medical charges so reduced as to warrant a further recompence being made to him, he may rely upon our attending to the subject as soon as the regulations are established, and the amount of the favings shall become an object worthy of our consideration.

79. Another article which comes under our inspection, is the contract concluded for five years with Captain Forde, for an armed vessel for the pilotage of the Chittagong river, and for the defence of the coast and river against the incur-

tions of the Muggs.

80. Our objections respecting this contract are to the inutility of the measure, to the principle upon which it is founded. founded, to the time which it is concluded, and to the

expence incurred by the Company on that account.

81. The defence of the coast, and the protection of the country from the incursions of plunderers, are no doubt proper objects of the Company's care, but furely not to be farmed out to any Contractor whatever. If it be not a dangerous service, the establishment is totally unnecessary; if it be a dangerous service, it is evidently the interest of the Contractor to avoid danger, and not to hazard the loss of his ship or men, because they must be replaced at his own expence; and therefore, as an active and faithful difcharge of the Contractor's duty feems incompatible with his interest; we must on that account disapprove the contract in question.

82. We find it suggested in General Clavering's minute, that during the twelve months which Captain Forde commanded the Company's fnow Amazon, at Chittagong, he never stirred out of harbour, nor ever moved at the appearance of the Muggs on the neighbouring coast. If this be true, when the ship and men were at the risk of the Company, we have no reason to conclude that the service will be

better performed at the fole risk of the Contractor.

82. The marine charges at Chittagong for the year preceding the contract, were current rupees 5,071, but the annual charge to be incurred by Captain Forde's contract, exclusive of naval and ordnance stores, which are to be furnished to him at the Company's expence, is rupees 33,000 per annum; and as it does not appear to us, that the utility of the measure by any means warrants so great an addition to our standing charges at Chittagong, it must therefore be disallowed on account of the expence.

84. The contract is for the term of five years. We conceive it was impossible for you to judge with certainty, at the time of contracting, whether the experiment you were about to adopt would answer the ends proposed even for one year, or whether it could be attended with the smallest benefit to the country or the Company, and therefore we must also disapprove of the length of time to which this

contract is extended.

85. We observe Mr. Francis has remonstrated, and General Clavering protested against the measure under consideration: We now direct you forthwith to inform Captain Forde, that we deem contracts for protection and defence of any part of the country highly improper; that we have no doubt of his acquiefcing in the propriety of our remarks, and relinquishing a contract which we think inconfistent with his duty; but if Captain Forde shall not agree, and actually cancel the deed within one month after the receipt of your notification, then we direct, that you

forthwith.

forthwith suspend him from the execution of any other office in our service than the command of his own ship, the better to enable him to execute the service for which that ship is intended; and that you take such surther measures for the protection and defence of the coast and river of Chittagong, as shall appear to you absolutely necessary for

those purposes.

89. In the 68th paragraph of your letter per Europa, you inform us, that as the marine contract held by Mr. Keble had been some time expired, and the disbursements of that department defrayed by him only from month, to month, you had accepted proposals from Captain Wedderburne and Mr. John Sampson, your Master and Deputy Master Attendant, for two years, upon the terms allowed to the late contractor for the last year of his contract. We find Mr. Keble's contract expired the 1st of September. The application of Messis. Wedderburne and Sampson was made the 22d of October, and their contract concluded the 1st of November.

go. One great objection to this transaction is, that the Master Attendant, instead of becoming the Marine Contractor, certainly was, or ought to have been, the proper check upon any other person who might have undertaken that service upon contract; and your destroying this check, as it respects the interest of the Company, appears to us very exceptionable.

or. Upon the expiration of Mr. Keble's contract, it was indispensable duty, in case you found it expedient to renew the marine contract, to have advertised for fresh proposals, and take the lowest, with good security for performance, according to the letter and spirit of our instructions.

92. As the new Contractor offered no better ferms than those of his predecessor, it was an act of great partiality to grant his request, and of unnecessary severity to disposses Mr. Keble at a moment's warning, without obtaining

terms more advantageous for the Company.

93. Mr. Wedderburne having deceased since the conclusion of the contract, we direct you forthwith to signify to Mr. Sampson, that he must relinquish the marine contract in November following the receipt of this our order, and be no longer a competitor for, or interested directly or indirectly in. any future contract of this nature, except he resign his office of Master Attendant. We think either of those employments sufficient to occupy the attention of one person; but were it otherwise, we are determined that our Master Attendant shall remain a constant check upon the Marine Contractor.

94. If Mr. Sampson should prefer the office of Master Attendant, and give up the marine contract, you are then

to advertize for proposals, and take the lowest, in the manner directed in the 36th paragraph of our instructions of 20th March, 1774. But if Mr. Sampson shall rather chuse to hold the marine contract, you are then to appoint the next person in succession to fill the office of Master Attendant, provisionally, until our surther pleasure on this subject shall be known.

95. In the 134th paragraph of the Company's general letter, dated the 23d March, 1770, the President and Council were positively directed not to sail, every year, to advertile for and receive such proposals as might be offered for Supplying the troops with provisions, and for feeding draught and carriage bullocks to be employed with the army. and that, in all cases, those proposals which should appear lowest in point of charge should be accepted. They were also to take care that in all advertisements a sufficient time should be allowed for candidates to prepare proposals, before the expiration of the subfifting contract, and before the time limited for receiving them. And in the 39th article of your general instructions, dated the 20th of March, 1774. you were expressly directed not only to attend strictly to the standing orders of the Company, but to " all such orders and instructions as the Court of Directors had transmitted se to the Governor and Council, or Select Committee at Fort 46 William."

of. In September, 1777, Mr. Johnson (who had held the army contract in 1775) gives in proposals for providing and feeding draught and carriage cattle, and for victualling the Europeans. Instead of proceeding according to the Court's orders, and to the established usage of the service, you direct Mr. Johnson's proposals to be compared with the terms of the unexpired contract; and by the report of your Secretary we find them correspond with the terms of the said contract, except in two particulars, namely, that Mr. Johnson demanded an additional sum of one rupee permonth for feeding camels not on assual service, and 15 rupees per month for every camel which should be his own property, though no such stipulation had been made by the Contractor in the subsisting contract.

97. Admitting, as we do, that the increase of charge to the Company was inconsiderable, your proceedings were nevertheless totally irregular, and your acceptance of Mr. Johnson's offers was in many points of view a most deliberate breach of your duty; you have extended a contract for three years, which was positively ordered to be annual; you have resused to advertise for proposals, though expressly commanded by the Court of Directors; and you have concluded this contract for three years upon terms less advan-

tageous

tageous than the preceding contract, and therefore not upon

the lowest terms procurable.

98. The person who then held the contract had just petioned you for an extension of his term, and expressed his hope for holding the contract for three years. He also signified a wish to be allowed half price for discharged bullocks, and prime cost for extra bullocks procured during the march of the army; which regulations were not in his former contract.

og. With these materials before you the question is put, whether the Contractor's terms, or the proposals of Mr. Johnson, shall be accepted? Mr. Francis, in strict conformity with the Company's orders, and according to established usage, was of opinion that the contract should be advertised. Mr. Barwell thought the present Contractor had (the preceding year) by making low proposals (to use his own phrase) ejected Mr. Johnson, in hopes of obtaining suture indulgence, and therefore he could not hesitate to give

his vote for Mr. Johnson

100. However strange Mr. Barwell's motive for giving his vote for Mr. Johnson may appear to us, we must confess the Governor General's reasons for concurring therein were still more extraordinary; his words are, "I disapprove of publishing for proposals; the contract is reduced too low already, and will require a vigilant attention to it on the part of the Commanding Officer of the corps of the army, that it be duly performed." To which he adds, that according to the best information he had been able to obtain, little profit would be made by the Contractor if he did his duty.

roi. But although the Governor General has thought proper to express so direct and pointed a disapprobation of the mode adopted and positively enjoined by the Company for conducting so great a branch of their affairs as that of the army contrast, we nevertheless adhere to the propriety of the Court's orders; and hereby renew the injunction, that you fail not every year, three months at least before the expiration of the substituting contract, to advertise for and receive such proposals as may be offered for supplying the troops with provisions, and for feeding bullocks and camels to be employed with the army; and that in all cases you accept the lowest, with sufficient security for performance.

ro2. If the present Contractor shall think proper to conform to this regulation, and give in proposals lower than those of any other person who shall offer good security for performance, he will be enabled to hold the army contract for another year, or it may be to the end of his present term, but on no other conditions will we permit it. And if he shall thank himself aggrieved, and take measures

in consequence, by which the Company becomes involved in loss or damage, we shall certainly hold the majority of our Council responsible for such loss or damage, and proceed against them accordingly; but as one of the Members of your Board has very properly entered his dissent to the measure, he will of course be exempted from prosecution, and in justice to his sentiments and conduct on the occasion, we hereby declare, that they have our entire approbation.

103. And we further direct that the before-mentioned 134th paragraph of the Court's general letter on this subject, dated the 23d of March, 1770, be forthwith given out in general and brigade orders, and read at the head of every brigade and detachment of our troops in Bengal, by the respective Adjutants doing duty with such troops, once in every three months at least; and likewise, that the Commander in Chief, and Commandants of the said corps, report to you every month in what manner the troops are victualled, the cattle fed, and in general how the terms of the contract are observed and suffilled by the Contractor, so far as shall have come to his or their knowledge, for your information and guidance in rectifying abuses, if such shall hereaster occur in the carrying on of this important service.

107. In your plan for victualling the new fort we observe the stores are to be furnished by the Agent at the bazar or market price, and changed, at his expence, so often as shall be found necessary. They are to be purchased with the Company's advances, and the Agent is to be allowed a commission or per centage for losses which may be occasioned by decay, wastage, and variation of the markets, and also for servants wages, and other expences.

108. In order to ascertain what sum would be a reasonable compensation for the Agent, you very properly agree to consult the principal merchants of Calcutta on the subject.

100. The persons consulted were Mr. John Robinson, Mr. Charles Crostes, and Mr. David Kellican; they report 12 per cent. as a compensation for loss by decay, wastage; and variation of markets; 5 per cent. for the Agent's trouble; and 3 per cent. for Cooley Hire, servants wages, and charges of that nature; amounting in the whole to 20 per cent. upon the prime cost of stores to be provided.

110. In the Governor General's minute, respecting the cost and expenditure of stores, it is stated, that a loss has been sustained of 45 per cent, per annum for two years; the Governor General therefore concludes, that an allowance of 20 per cent, would neither afford the Agent the smallest encouragement, nor even the prospect of an indemnishment of the losses which might be sustained in perishmable

able stores. He therefore moves, that 30 per cent. per annum be allowed upon all stores to be provided by the

Agent.

111. Mr. Barwell fays the opinion of Merchants cannot be opposed to facts, and that as the loss sustained had been 90 per cent. in two years (or 45 per cent. per annum) he gives his affent to the Governor General's propofal for 30 per cent. per annum.—But if the Company's interest had been duly regarded by the Governor General and Mr. Barwell, they must have observed that the excessive loss of grain, upon which their estimate was calculated, had been occasioned by the want of proper magazines, and by other circumstances easy to be remedied or corrected, and therefore ought not to have been urged as arguments for granting 30 per cent, instead of 20 per cent, commission, in direct opposition to a report made at your own request, by the most respectable Merchants in Calcutta, who doubtless would gladly have taken the contract upon the terms of their own propositions.

112. As the idea of taking the opinions of Merchants originated with Mr. Francis, we find he resolved to abide

by their opinion.

mense profits of the Agent.—He estimates the amount of provisions for the fort at three lacks of rupees, and of

course the agency at rupees 90,000.

114. And besides the commission to be paid by the Company, the General observes, that Merchants calculate upon a profit being gained from 15 to 25 per cent. on provisions brought from the country to Calcutta; he therefore concluds, that the Agent may secure an additional profit of 20 per cent. on that account, which, added to his commission, renders the total rupees 1,50,000 on the first half-year's

delivery of stores.

objected to by General Clavering. The person proposed by the Governor General was Mr. Belli, his private Secretary. The General reminds the Board of the Company's order that contracts should be advertised. Had this mode been pursued, the Governor General's Secretary could only have obtained the agency on the lowest terms. The Governor General objected to advertising, lest the world should know what provision was made for desence of the fort; this reasoning the General reprobates, because, supposing it publicly known that sour months provisions were safe in the fort, it would discourage an enemy, rather than invite them to attack the place.

vernor General has pledged himself, that if required by the Court of Directors, the profits arising from the agency Vol. I.

shall be paid into the Company's treasury, and appropriated as the Court shall direct.

117. On this view of facts, we deem it equitable that the amount paid, or to be paid, to Mr. Belli by the Company, for agency, be reduced to 20 per cent. which sum, for the reasons above mentioned, must be considered as an ample compensation for his trouble, risk, loss, and all expences whatever.

118. It is therefore our positive order, that, according to the engagement of the Governor General, the Agent's accounts be forthwith laid before your Board, and that the commission paid, or to be paid, to Mr. Belli on those accounts, be reduced to 20 per cent. and likewise, that the said commission be calculated upon the prime cost of provisions furnished, and not upon the Bazar price at Calcutta.

on the expiration of Colonel Parker's contract, many proposals were received for keeping in repair the cantonments of Barumpore and Dinapore; but that before you closed with any of them, the late Contractor had stated the expence incurred by him in the first year, and offered to engage for that sum, and for a per centage for his profit, to continue his superintendance of the said repairs; that upon consideration of the subject, you were of opinion, the expence attending the said repairs could not be ascertained by any fixed standard; that it would be most for the interest of the Company to reject all the proposals, and to adopt another mode for conducting the business.

120. On reference to your proceedings, we find, that when you came to this determination, proposals were before you to perform the service in question for 27,251 rupees per annum less than the offers made by Lieutenant Colonel Parker. Mr. Francis and General Clavering thought you were bound to accept the lowest proposal, with good fecurity for performance; but Mr. Barwell being of opinion, that if Lieutenant Colonel Parker would deliver in bills upon honour, a commission of 15 per cent. should be allowed him thereon for his trouble; and the Governor General concurring in Mr. Barwell's proposition, it of course became a resolution of the Board; and in consequence of this resolution, General Clavering justly observes, that " every good effect which the Court of Directors " expected from advertizing for contracts, seem entirely de-" feated."

121. Instead of Lieutenant Colonel Parker's offers being the lowest, they were the highest. He could not on those terms obtain the contract; you therefore determine to reject all proposals, and to grant him 15 per cent. upon his disbursements, without requiring any other check or voucher for the same than his own boneur.

122. When

122. When Lieutenant Colonel Parker proposed to superintend the repairs by agency, he requested 25 per cent. for his trouble, or fuch less sum as should be settled by the Board, by whose determination he declares he will implicitly abide; but the Board having agreed to allow only 15 per cent. he then declines the proposal; says he is unable, without personal inspection into the charges and conduct of his Agents, to pledge his honour for the amount of the real expence incurred; and informs you that his principal reason for soliciting the continuance of the contract was, because he had a considerable quantity of stores on hand; and that as Mr. Vanderheyden had offered to take them off his hands, provided he might enjoy the terms offered to Colonel Parker, he hoped you would indulge him with liberty to relinquish the trust in favour of that Gentleman, which would enable Colonel Parker to attend to the more indispensable duties of his military station: Whereupon you immediately resolve on the measure, and require Mr. Vanderheyden to accept the offer.

123. As the case now stands, the bonaur of Mr. Vander-heyden is to be taken for the justness of his bills; and it is evidently become his interest to expend as much money as possible on the cantonments, because he draws a commission of 15 per cent. on his disbursements. We do not mean to arraign the integrity of the present Agent, but we shall-ever disallow all modes of conducting public business on principles which make the honour of the Agent the criterion of the amount of his disbursements, and render his interest incompatible with frugality, and consequently

with the welfare of the Company.

124. We therefore direct, that the agency of Mr. Vanderheyden, on the principles above mentioned, be forthwith discontinued, and that you again advertise for proposals to keep the cantonments in repair by contract, with good security for performance, unless you shall be convinced it may be better performed, and at less expence, by agency; and in such case the Agent's emoluments must arise from savings made in conducting the business committed to his care, and on no account be calculated upon the amount of his expenditures.

131. From a view of your conduct towards the Ranny of Burdwan, and the Ranny of Radshahy, and her adopted fon Rajah Ramkissen, and from your interesting debates concerning those persons, we have already been induced, in the the 92d paragraph of our letter of the 4th of March, to express our disapprobation of every mode of vexatious interference in the private concerns of the Zemindars, and of the idea of disturbing them in the quiet enjoyment of their possessions; and as the Rannies above mentioned appear to have suffered an unusual degree of inconvenience

and diffress fince, by the death of Colonel Monson, the Governor General and Mr. Barwell became a majority of the Board, we now direct, as the most eligible mode of doing justice to all parties, that soon as conveniently may be, after the number of our Council shall be complete, and confift of Five Members, the whole of the proceedings of our Council relative to the Ranny of Burdwan, and to the Ranny of Radshahy, be taken into your most serious confideration, and that to the utmost of your power the most impartial justice be rendered to the Zemindars above mentioned; and if it shall appear to Three Members of the Board, that the requifitions and injunctions of the Governor General and Mr. Barwell, respecting the Ranny of Burdwan, were improperand the re-establishment of Bridjoo Kissore Roy, who had been removed by the late majority, and the placing a military force upon the Rajah's house, were acts of oppression: or that the dispossession of the Ranny of Radshahy and her adopted fon, and the distinction in her disfavour, respecting outstanding balances, were unwarrantable proceedings. we direct that you make such reparation to those Zemindars as their respective cases shall require: but if, on the contrary, you shall at full Board be of opinion, and resolve, that the proceedings of the Governor General and Mr. Barwell, concerning the Ranny of Radshahy and the Rhanny of Burdwan, were founded in justice, then we hereby direct, that you ratify the faid proceedings, and forthwith inform the parties concerned, that you have our orders to fignify to them our confirmation thereof.

122. We have attended to the representation of Mr. Benjamin Lacam, fetting forth the distress to which he is reduced by your determination concerning harbour rates, and boats navigating that part of Channel Creek which is included in his Pottah; and upon the fullest consideration we are convinced of the impropriety of fuffering a toll to be imposed on boats, and direct that Mr. Lacam be informed thereof, and restrained from collecting such toll; and if Mr. Lacam shall nevertheless insist on having a right to receive toll on boats, then our pleasure is, that the validity of his Pottah, and of his right to collect fuch toll, be forthwith tried in the Supreme Court of Judicature; and that no toll be in the mean time collected on boats; that you make strict enquiry whether Mr. Lacam has expended any, and what fums of money, in consequence of his supposing himself entitled, by the terms of his Pottah, to a toll on boats; and if you find that charges have actually been incurred by him on that account, then our pleasure is, make Mr. Lacam such compensation for the faid charges, as the justice

of the case may require.

134. Having thought fit to appoint Thomas Fitzhugh, Esquire, Mr. Thomas Bevan, and Mr. Matthew Raper,

to be a Select Committee of Supracargoes, with full powers to transact the Company's business in China, we direct, that you address the said Committee, whenever our affairs shall render it necessary for you to correspond with our fervants at Canton.

135. We have appointed the following persons to be Supracargoes under our Select Committee at China; viz. Messrs. James Bradshaw, William Henry Pigou, George Rogers, Abraham Roebuck, Henry Browne, John Harrison, George Cumming, Alexander Bruce, Charles Ed-

ward Pigou, Henry Lane, and David Lance.

136. We have refolved to allow our Supracargoes, below the Select Committee, and Writers of five years standing, the privilege jointly of transacting business by commission for private persons, care being taken that it be for such persons as are licensed by us to trade in India; but no person whatever in our fervice in China shall be permitted separately to receive confignments, or to transact any business by commission, or otherwise, except on account of, and for the

East India Company.

137. We have further resolved, that the whole amount of profit arising or to arise to the Company's servants from executing commissions for private persons, be divided in equal proportions, share and share alike, amongst the perfons next below the Select Committee, including all Writers of five years standing in such division; but as we have found it necessary to prohibit the commanders of our ships from carrying out to Canton, without our special licence, any clock, watch, temple, toy, or other curious article whatever, of which prohibition due notice has been given; in order to render this regulation more effectual, we have excepted the above articles from the privilege granted to our Supracargoes and Writers, and positively directed, that no clock, watch, temple, toy, or other article of the like nature, received by them, or by any of our servants in China, be disposed of by commission or otherwise, after the publication of our orders to the contrary, on any account or pretence whatever, unless the importer shall first produce to our Select Committee at Canton the Company's special licence for carrying any such article to China; and we have further directed, that every person offending against this regulation be forthwith suspended, and not restored but by application to the Court of Directors.

128. But as the Court of Directors thought fit, by their instructions, dated the 4th of November, 1775, to authorize and permit any of the Company's Supracargoes to receive commissions for any bullion, goods, and merchandize, which might be committed to their care, provided such bullion, goods, and merchandize, be received from, or configned to, any person or persons licensed to reside at any

of our Prefidencies in India; and as we conceive it probable. that, in consequence of the said permission granted in November, 1775, our Supracargoes have already received, or have had configned to them, bullion, goods, and merchandize, which cannot be disposed of consistently with our present orders; and as the confignees may not deem themfelves warranted, without authority from the confignors, to bring the same to the joint account of our Supracargoes, and Writers of five years standing, as above directed; for the relief of such persons, we hereby direct, that every Supracargo in our fervice who shall, before the arrival of these our orders at Canton, have actually received goods to be difposed of by commission, in consequence of the Court's authority, granted in their letter of the 24th November, 1775, or to whom goods shall have been actually configned, by persons licensed to reside at any of our Presidencies in India, before the publication of these our orders at any such Presidency respectively, then and in every such case the merchandize actually received or configned as aforefaid, before the publication of our orders to the contrary, may be disposed of by such Supracargo or Supracargoes to whom they shall have been so configned or received, without bringing the fame to the joint stock account, subject however to all the limitations and restrictions contained in the Court's said orders of the 24th November, 1775, and not otherwise. And after goods to configned or received, before our orders were made public, shall have been disposed of, no person or persons whatever in our service in China, or at Macao. or who may hereafter proceed thither, either from England, or from India, shall, on any account, be permitted, jointly or separately, to receive any confignment, or to dispose of any bullion, goods, wares, or merchandize whatever, or to transact any business by commission, or otherwise, except in the manner above directed in these our orders and instructions.

139. We consider the new office of Commissioner of Law Suits as a breach of the Company's bye law, improper in its nature, and totally unnecessary. You have five public Secretaries, one of them ought certainly to transact the business assigned to this new office. All correspondence respecting law suits must, in the first instance, come before your Board, and your proceedings thereon be regularly entered on consultation, and also in a separate book to be kept for that purpose, in the manner directed concerning contracts; broken sets must also be carried up to the latest period possible before the dispatch of every ship, and be transmitted for our information. We therefore direct, that the office of Commissioner of Law Suits be forthwith discontinued, and that all facts and circumstances necessary for the information

of our Attorney and Advocate General, to enable them to defend our property and privileges, be duly arranged by one of your Secretaries, and invariably submitted to your confideration in such department as you shall think proper for taking cognizance of matters of this nature. [Commissioners Monthly Salary, rupees 1,200, House Rent 400, Writers 400, Total rupees 2,000, or £, 2,784 per annum.]

141. We observe, that in March 1776, on the Governor General's motion, the falary of the Persian Translator was increased from 100 to 600 Sicca rupees per month, which was to be in full of every other emolument. Three hundred rupees per month were however added for House You have now resolved, that the office of Persian Translator shall be put on the same footing, respecting salary, as the Secretary of your principal department; fo that an office which, in March 1776, was executed for 100 rupees per month, is, in January, 1778, increased to 1,800 Sicca rupees per month, and 300 for House Rent. These proceedings deserve our severest censure. And we direct, that the falary of the Persian Translator be not only reduced to 600 rupees per month, and not again increased without our permission first obtained for that purpose, but that all above that amount, which shall have been received by him on the arrival of this letter, be forthwith repaid into our treasury, on pain of suspension from our service.

144. We are very sensible of the merit of Mr. Larkins, and permit you to render his salary equal to that of your Accountant General of the Revenue Department; but as we have, in our letter of the 30th January, 1778, disapproved your increasing the Revenue Secretary's salary from 1,200 to 1,800 rupees per month, and ordered the said increase to be discontinued, we think it improper that the salaries of either of your Accountants should exceed that of your Secretary in the Revenue Department, and therefore direct, that the salaries of your Accountants be fixed at 1,200 Sicca rupees (£.1,670 per annum) per month respectively, which is more than equal to the salary of the Members of our Board of Trade, and that they be not again increased, except by order of the Court of Directors.

145. Upon the removal of Mr. John Stewart, you very properly reduced your Public Secretary's allowance from 2,500 to 1,800 rupees per month; and as he has the care both of the public and fecret departments, we acquiesced in his receiving that allowance, more especially as it was so much below the sum enjoyed by his predecessor; but we cannot permit other salaries to be unnecessarily increased, because they happen to be inferior to that of your Public Secretary, who transacts the business of two principal departments.

E 4 Extrast

Extract of the Company's General Letter to Bengal, the 14th of February, 1779.

Censure of the Removal of Mahomed Reza Khan, and Reappointment of him.

Para. 8. WE be no means approve your late proceedings on the application of the Nabob Mobarick ul Dowlah, for the removal of the Naib Subahdar. The requisition of Mobarick ul Dowlah was improper and unfriendly, because he must have known that the late appointment of Mahomed Reza Khân to the office of Naib Subahdar had been marked with the Company's special approbation, and that the Court of Directors had affured him of their favour fo long as a firm attachment to the Company's interest, and a proper discharge of the duties of his station, should render him worthy of their protection: We therefore repeat our declaration, that to require the dismission of a Prime Minifler, thus circumstanced, without producing the smallest proof of his infidelity to the Company, or venturing to charge him with one instance of mal administration in the discharge of his public duty, was improper, and inconfistent with the friendship subfishing between the Nabob of Bengal and the Company.

9. Admitting the Nabob's complaint, that Mahomed Reza Khan is not connected with him by relative ties, to be well founded, it by no means follows that he has been deficient in duty, or incere attachment to him, or that his power is oppressive and dishonourable to the Nabob and his family; nor can affertions of this nature, unattended by

proof, have any weight with us.

10. In regard to the Nabob's claim, to take charge of his own affairs, merely because he is of age, and thinks himself capable of conducting them, we find it declared by one of your Members, and not contradicted, that he knew with certainty that the Nabob is in his own person utterly incapable of executing any of those offices which were deemed of essential importance to the welfare of the country; and we are forry to find, that neither this declaration, nor the protests of two Members of the Council, seemed to have been thought worthy of an answer, or even of consideration, by the Majority of the Board.

11. The Nabob hopes, from your favour and regard to justice, to be delivered from the authority of Mahomed Reza Khân. He ventures to declare the Company solely indebted to the warm support of his ancestors for their present greatness and advantages. He claims the management and administration of the Soubahdarree as his right; and

fays;

favs it will be highly inequitable in the Company to refuse

their approbation to his request.

12. We pass over these extraordinary suggestions of the Nabob without reply; only observing, that in justice to him and ourselves we must take the best care in our power of the peace and internal good government of the country; and we are not disposed to hazard the effects which might be occasioned by committing the entire management thereof to his inexperience, without enjoining him to accept such assistance, and to employ such ministers about his person, as may be deemed necessary on the part of the East India Company.

13. The 23d February we find the Nabob's letter, and a question thereon, were circulated by the different Members of the Board, for their opinions to be taken at the next meeting of Council; which meeting happened on the 2d day of March, but one of the Members being indisposed

did not attend at that Board.

14. We have carefully noticed your debates on the subject; the resolution of Council of that day, that the Nabob's letter should be referred to the Court of Directors, and that no resolution should be taken in Bengal on his requisitions, without our special orders and instructions, appears to us very proper; we must therefore express our disapprobation, on finding the said resolutions rescinded, on the frivolous pleas urged by the Majority of the Board three days afterwards.

15. If the absence of a Member of Council were sufficient to preclude the discussion of any subject, which might have been referred for consideration by a sormer Board, or to invalidate resolutions taken during such absence, it would be in the power of any Member effectually to deseat the ends proposed by the institution of a Council, and to put a total stop to public business, whenever he thinks proper. We shall not waste time in resuting claims of privilege advanced on this occasion, because they appear to us unworthy of consideration, and beneath all argument.

16. The Nabob having intimated that he had repeatedly flated the trouble and uneafiness which he had suffered from the Naibship of the Nizamut being vested in Mahomed Reza Khân, we observe one of the Members of your Board desired the Nabob's repeated lettters on the subject might be read; but this reasonable request was over-ruled, on a plea of saving the Board's time, which we can by no means ad-

mit as a sufficient objection.

17. The Nabob's letters of the 25th and 30th of August, of the 3d September, and 17th of November, leave us no doubt of the true design of this extraordinary business being to bring forward Munny Begum, and again to invest

her with improper power and influence, notwithstanding our former declaration, that so great a part of the Nabob's allowance had been embezzled or misapplied under her superintendance.

48. Instead of your declaring that the Nabob's demands were grounded on positive rights which will not admit of discussion—that the Nizamut is his inheritance—that the dependants of the Nizamut Adawlut and Foujedarry appertain to that inheritance—that as he is pleased to demand and assert the positive rights of his office as Nazim of the provinces, there is no ground for denying his request—and that a reference to the Company would be an evasion unbecoming the honour of government; the Nabob might have been reminded that a Naib Subadar was appointed, and the office continued without interruption or objection during the government of his ancestors, who must have been supposed more capable of governing the provinces than a youth

of twenty years of age.

10. You have requested this inexperienced young man to permit all the Judges and Officers of the Nizamut and Foujedarry Adamluts, or Courts of Criminal Justice, and also all the Foujedars or Officers appointed to guard the peace of the country, to continue in office until he, the Nabob. shall have formed a plan for a new arrangement of those officers; and it is with equal surprize and concern that we observe this request introduced, and the Nabob's oftenfible rights fo folemnly afferted at this period by our Governor General, because on a late occasion, to serve a very different purpose, he has not scrupled to declare it as visible as the light of the sun, that the Nabob is a mere pageant, and without even the shadow of authority; no circumstance has happened fince that declaration was made to render the Nabob more independent, nor to give him any additional degree of power or consequence; you must therefore have been well apprized that your late concessions to Mobarick ul Dowlah were unnecessary, and as such unwarrantable.

20. As we deem it for the welfare of the country that the office of Naib Subahdar be for the present continued, and that this high office should be filled by a person of wisdom, experience, and approved fidelity to the Company; and as we have no reason to alter the opinion given of Mahomed Reza Khân, in our letter of the 24th of December, 1776, we positively direct that you forthwith signify to the Nabob Mobareck ul Dowlah our pleasure, that Mahomed Reza Khân be immediately restored to the office of Naib Subahdar; and we surther direct that Mahomed Reza Khân be again assured of the continuance of our favour, so long as a sim attachment to the interest of the Company, and a pro-

per discharge of the duties of his station, shall render him worthy of our protection.

Extract of the Company's General Letter to Bengal, dated the 14th April, 1779.

Mr. Wombwell confirmed Paymaster in Oude.

Para. 13. IN answer to the 24th paragraph of your letter per Eagle, dated the 17th August, 1778, stating, that you expected an amendment of our orders to answer the change of circumstances which had taken place in troops serving with the Vizier, you will have been informed, by our letter, of the 23d December, 1778, that whatever change may have been made, or shall hereafter be made, in the denomination or arrangement of those troops which are now formed into a brigade, Mr. John Wombwell was to be continued in the office of Paymaster to the said troops, with the full pay and emoluments specified in our letter of the 28th November, 1777: We now repeat that order, and expressly command, that Mr. John Wombwell be forthwith directed to take charge of the faid office of Paymaster to the temporary brigade, and to all the troops, of whatever denomination, that are under the command or charge of British Officers, in the service or pay of the Vizier.

Extract of the Company's General Letter to Bengal, dated 14th May, 1779.

Censure on Mr. Hostings's projected Alliance with the Rajah of Berar.

Para. 1. BY the Eagle packet we have received your advices relative to the measures taken for establishing an alliance with the Rajah of Berar. At present we shall only remark, that the undertaking appears contrary to the Company's former policy, to our engagements with Ragobah and Nizam Ally, and doubtful respecting any reasonable prospect of advantage to arise therefrom to the Company. These are our general ideas, on a summary view of your proceedings; but as the subject is important, it shall have an early and impartial confideration, and our further fentiments and orders thereon shall be communicated to you by the ships which remain to be dispatched as soon as convoy shall be ready to sail for their protection. In the mean time, we enclose a transcript of instructions sent over land by Colonel Capper to Bombay, dated the 31st August, 1778, concerning Ragobah, copy whereof, and also a packet for you, were transmitted by the same conveyance, which

which we hope you have received; and that the injunctions contained in the letter to you of that date have been duly observed.

Extract of the Company's General Letter to Bengal, dated the 27th May, 1779.

Censure on the Resolution to suspend the Orders relative to Mr. Fowke.

Para. 40. We have read, with aftonishment, your formal resolution to suspend the execution of our orders relative to Mr. Francis Fowke. Your proceedings at large are now before us: We shall take such measures as appear necessary for preserving the authority of the Court of Directors, and for preventing such instances of direct and wilful disobedience in our servants in time to come. At present, we repeat the commands contained in the 67th paragraph of our letter of the 30th of January 1778, and direct that they be carried into immediate execution.

Extract of Court's Letter to Bengal, dated 18th October, 1780.

Extra Allowances to Sir Eyre Coote.

Par. 4. YOUR proceedings, relative to several extra allowances granted to Sir Eyre Coote, have been but a few days before us. By an early opportunity we shall give you our sentiments and instructions fully upon that subject. At present we only observe, that these allowances appear to us in a light so very extraordinary, and so repugnant to the spirit of a resolution of the General Court of Proprietors respecting the allowance made to General Clavering, that we positively direct that they be discontinued immediately, and no part thereof paid after the receipt of this letter.

Extract of the Company's General Letter to Bengal, dated 2d February, 1781.

Encreased Allowance to Sir John Day.

Par. 51. WE are much concerned at feeling ourselves under an absolute necessity of disapproving the conduct of our Governor General and Council, in giving an increased salary to our Advocate General; not thinking ourselves at liberty either to grant, or to countenance the granting, of an increased salary, beyond the £. 3,000 a year allowed by the General Court, and declared expressly by the resolution to be " in full consideration of all demands and allowances.

whatfoever,

whatsoever for his services to the Company at that Presifidency." It is unnecessary for us to discuss Sir John
Day's merits or services; to determine on the measure, it
is sufficient for us to say, that the General Court have declared that £. 3000 a year should be a full satisfaction to
Sir John Day for his services; and that we hold ourselves
bound by the resolutions of the General Court, and cannot
allow it to be disregarded by the Company's servants in India; therefore we direct, that the increased allowance made
to Sir John Day, of 2,500 rupees per month, by the
Governor General and Council, on 17th June, 1779, be
discontinued from the receipt of this.

52. We wish to support the dignity of our Advocate General in every thing that is proper; but we cannot think we should be justified in countenancing his refusal to comply with such formalities as the Court of Judicature, by its authority and jurisdiction, have a right to require. In this, however, as it is a law matter, we have not depended on our judgments, but have taken the opinions of his Majesty's Attorney and Solicitor General, and our own Standing Council, of which we send you copies herewith.

Extract of the Company's General Letter to Bengal, dated 25th January, 1782.

Defalcation of Paymaster:, to Par. 121.—Capt. Forde's Contract, p. 121.—Mr. Sampson's ditto, p. 122 to 124.—Mr. Vanderheyden's ditto, p. 124 to 127.—Two Lacks (Bribe from Cheyt Sing) given by Mr. Hastings to the Company's Service; and Three Lacks (Chout) advanced to Chimnajee, Son to the Rajah of Berar, par. 127 to 130.

Par. 114. We have read with great concern that part of your public letter of the 29th of November, 1780, rela-

tive to the defalcation of Paymasters.

115. In the 38th paragraph of the Court's inftructions, dated the 29th of March, 1774, it was ordered, that all Paymasters, and other persons who might apply for money in advance, should at the same time specify whether they had any of the Company's money in hand, and to what amount, and also the particular services to which the money applied for was to be appropriated; and it was expressly ordered, that no advance should be made from the treasury, upon any application which should be desicient in any of the circumstances above mentioned.

116. If these instructions had been regularly attended to, from the institution of the late Government to the time of discovery, it must have been impossible for the balances in the hands of Paymasters to have risen to the alarming amount

amount specified in your letter, and for which they now stand defaulters. We observe, that you have taken such measures as appeared most likely to recover so much as possible of the said balances; and must rely on your care and assiduity, not only to prevent the like transactions in suture, but to render the present desiciency and loss to the

Company on that account as small as possible.

ract for an armed vessel for the pilotage of the Chittagong river, and for the protection of the coast and river against the incursions of the Muggs, the injunction contained in the close of the 85th paragraph of the Court's letter of 23d December, 1778, became positive, and ought to have been immediately obeyed. Your having recorded his letter for our information was proper, but can be no reason for delaying to execute the Court's orders, which did not admit of reference to suture consideration; if peculiar circumstances had been such as could justify delay, they would have had due weight with us, but it no where appears to have been the case respecting the contract with Captain Forde.

122. We see nothing in Mr. Sampson's letter to induce us to alter our fentiments respecting the impropriety of your Master Attendant being Marine Contractor; on the contrary, we repeat the observation contained in the Court's letter of the 23d December, 1778, that the Marine Contractor is, or ought to be, the proper check upon any other person who undertakes that service upon contract. We Thall not controvert the testimonies given of Mr. Sampson's conduct as Marine Contractor; but we must remark, that no stress can be laid upon the certificate of Mr. Doveton. the Deputy Master Attendant, for the following reasons: Mr. Doveton was a Partner with Mr. Sampson in the Ma-Mr. Doveton was also Deputy Master Attenrine Contract. dant-Mr. Sampson was Master Attendant: He thinks it necessary to bring proofs of having done his duty as Marine Contractor; and Mr. Doveton, his Partner in the Contrast, and his Deputy in office, figns an official testimonial in favour of his own Partner in the Contract, who was also his immediate superior in office.

124. We do not mean to imply that the testimony of Mr. Doveton was not true; for we remark with satisfaction, that the masters of sourteen of our vessels have signed very sull and ample testimonials that their vessels had been kept in constant and good repair; that they had been regularly surnished with all necessary stores since the commencement of the contract; that they had been annually resisted in the completest manner; and that all wages had been regularly paid every month, as they became due; this

was very proper evidence of the Contractor having acted upon principle, but the impropriety of his holding the contract is not lessened thereby; we therefore consist the instructions given in the 93d and 94th paragraphs of the Court's letter of 23d March, 1778, and positively direct, that our Master Attendant be never admitted a competitor for, or interested directly or indirectly in, any surure contract of this nature. We observe Mr. Sampson thought it his duty to comply implicitly with the Court's commands. His conduct in that respect was becoming his station, and has our approbation.

of Mr. Vanderheyden to be discontinued, they also directed you to advertise for proposals to keep the cantonments in repair by contract, unless you should be convinced that it might be better done by agency; and in such case the Agent's emoluments were to arise from savings made, and not to be calculated upon the amount of his expenditures.

125. We see nothing on the face of your proceedings to warrant a conclusion that the terms proposed by Mr. Vanderheyden to execute the work by contract were excessive; they were considerably lower than the charges incurred by his predecessor, and about 6,700 rupees less than the estimate of repairing by agency; but, nevertheless, the accepting a single proposal was irregular and unwarrantable. We do not find any Member of the Board objected to the amount of the annual charge to be incurred, but to the length of the term.

ment to put a stop to the works, if thought proper, when two years of the contract shall be unexpired, obviates General Coote's objection respecting the utility of the post for so long a period, but affords no relief in case the repairs be continued. We therefore direct, that immediately upon receipt hereof, you signify our pleasure to Mr. Vanderheyden, that the contract be advertised, and that the lowest proposals, with good security for performance, be accepted; and if Mr. Vanderheyden, from experience in the work, shall find himself able to perform it upon lower terms than others offer, we shall be well pleased to find him tinued in that employment, but not otherwise.

127. We have received a letter from our Governor General, dated the 20th of November, 1780, relative to an unufual tender and advance of money made by him to the Council, as entered on your confultation of the 26th of June, for the purpose of indemnifying the Company from the extraordinary charge which might be incurred by supplying the detachment under the command of Major Camac, in the invasion of the Maratta dominions, which lay be-

yond the district of Gohud, and thereby drawing the attention of Madajee Scindia, to whom the country appertained, from General Goddard, while the General was employed in the reduction of Bassein, and in securing the conquests made in the Guzerat country; and also respecting the sum of three lacks of rupees, advanced by the Governor General for the use of the army, under the command of Chimnajee Boossa, without the authority or knowledge of the Council; with the reasons for taking these extraordinary steps, under the circumstances stated in his letter.

conceive that in the then state of the Council, the Governor General might be induced to temporary secrecy respecting the Members of the Board, not only because he might be apprehensive of opposition to the proposed application of the money, but perhaps because doubts might have arisen concerning the propriety of appropriating it to the Company's use on any account; but it does not appear to us that there could be any real necessity for delaying to communicate to us immediate information of the channel by which the money came into his possession, with a complete illustration of the cause or causes of so extraordinary an event.

129. Circumstanced as affairs were at the moment, it appears that the Governor General had the measure much at heart, and judged it absolutely necessary. The means proposed of defraying the extra expence were very extraordinary, and the money, as we conceive, must have come into his hands by an unusual channel; and when more complete information comes before us we shall give our

sentiments fully upon the whole transaction.

130. In regard to the application of the Company's money to the army of Chimnajee Boosla, by the sole authority of the Governor General, he knew that it was entirely at his own risk, and he has taken the responsibility upon himself: nothing but the most urgent necessity could warrant the measure, nor can any thing short of sull proof of such necessity, and of the propriety and utility of the extraordinary step taken on this occasion, entitle the Governor General to the approbation of the Court of Directors; and therefore, as in the former instance, relative to the sum advanced and paid into our treasury, we must also, for the present, suspend our judgment respecting the money sent to the Berar army, without approving it in the least degree, or proceeding to censure our Governor General for this transaction.

## Under the Marquis of Rockingham's Administration.

Extract of the Company's General Letter to Bengal; dated the 30th April, 1782.

Private Dispatches to Major Scott.—Sir Elijah Impey's Appointment to Sudder Dewannee Adaulet rescinded.

Par. 3. AND we are the more displeased, that notwith-flanding you neglected to transmit to us such important advices, yet the material parts of your revenue letter, and other papers of great consequence, were sent by the Governor General to Major Scott, which we cannot but look upon as the highest inattention to the duty you owe your employers, as well as a great disregard to the legislative authority of this kingdom; and although we shall, by suture conveyances of several ships which will be soon under dispatch, acquaint you with our sentiments more fully upon this and other particulars, yet we could not omit this opportunity of expressing our displeasure for such great neglect.

6. Since our letter to you of the 25th January last, we have resumed the consideration of Sir Elijah Impey's appointment to the office of Judge of the Court of Sudder Dewannee Adaulet; and being sully convinced of the impropriety of that appointment, and that no time should be lost in coming to a determination on that subject, we have resolved, that Sir Elijah Impey be removed from the said

office immediately upon the receipt hereof.

## Under Lord Shelburne's Administration.

Extract of the Company's General Letter to Bengal, dated 12th July, 1782.

Agreement with Mr. Kellican annulled, to Par. 36.—Appointment of Sir R. Chambers at Chinsura, revoked, p. 36.—Mr. Auriol's Contrast annulled, p. 41 to 51.—Agreement of Mr. Hastings with the Nabob of Arcot annulled, p. 51.—Appointment of Mr. R. J. Sullivan revoked, p. 52.—Opium Contrast with Mr. S. Sullivan censured, p. 53.—Commissions of Captain improperly given, p. 70.

Par. 17. WE have attended to your advices of the 25th November, 1780, in your Revenue Department, respecting the grant to Mr. David Kellican of the exclusive privilege Vol. I.

of the trade of Asiam for four years, from the 1st of January, 1781, on his paying the annual sum of 50,000 Arcot rupees to the Company for such exclusive privilege; we have likewise perused the grant itself, as entered on your revenue consultations, together with the petition of Gonganarain Roy, complaining of the injuries he will thereby sustain; and a letter from Mr. George Lear, a free merchant, to the Revenue Council at Dacca, on the same subject.

18. Grants of this nature are so repugnant to every principle of commerce, so detrimental to the revenue, and so prejudicial to the interest of the natives, and others, who ought to be allowed a free and uncontrouled trade over India, on paying the accustomary duties to government, that we cannot hesitate a moment in declaring our condemnation of them; and we hereby direct, that the agreement with Mr. Kellican be forthwith annulled: And we not only forbid all future monopolies, but also declare, that we shall hold you responsible for the consequences of any breach of our positive orders in this respect.

36. As we confider it highly improper that a Judge of the Supreme Court should hold any office under your appointment, we hereby revoke the appointment of Sir Robert Chambers to be President of the Court of Justice at Chinfora, or any other appointment that may have been made by you to him, or either of the other Judges, and positively direct that you do, on no account whatever, confer any office upon that gentleman, or any other of the Judges

of the faid Court, in future.

41. Having taken into our confideration the appointment of Mr. Auriol to be Agent for supplying the other Presidencies, and our island of St. Helena, with grain, with a commission of 15 per cent. on his disbursements; and having examined all your proceedings thereon, we cannot but express our displeasure at such an unnecessary expenditure of

the Company's money.

42. Our Presidency of Bombay have informed us that they received a consignment from Bengal of 3,040 bags of rice; and that they could not but be struck with the enormous amount of the charges, which were said to be near rupees 7 per bag. The freight alone was charged at 5 rupees per bag, when they could have contracted for it at Bombay, free of all risk and charges, at rupees 5.3 per bag; but what appeared inexplicable to them was, the commission of 15 per cent. to the Agent, which commission was not only charged on the prime cost of the rice, but also on the freight, and all other charges. It likewise appears, from the estimate which you have transmitted to us of the probable resources and disbursements of your govern-

ment within the 30th of April, 1781, and 1st May, 1782, that the amount which it is expected the Agent will require from your treasury in 1781-2, will be current rupees 15,92,500. At 15 per cent. on this sum, the commission will amount to current rupees 2,38,875, or (taking the rupee at 2s. 3d.) f. 26,873.

43. This profusion of expence is at all times wholly unjustifiable. But that you should have adopted it when the Company were in the utmost distress for money, and almost every department in arrear, shews how little attention has

been given to our real interests.

44. In thus disapproving a measure so wholly unjustifiable, we mean not to convey censure on Mr. Auriol, or on any other persons who may have been appointed to similar agencies. But all such appointments are to be forthwith annulled, adhering to, and repeating our former orders, that such parts of the Company's business as can be done by contract be so executed; and in concluding such contracts, you are to take the instructions already before you for your guidance,

51. We have paid due attention to your advices respecting the agreement made between your Government and the Nabob of the Carnatic in March, 1781; and upon the maturest consideration of the paper entityled, "The Re"quest of the Nabob," and also of the replies thereto from the Governor General and Council, we cannot be of opinion that the said agreement was either necessary or expedient, and do therefore positively direct that the same be forthwith

annulled.

52. We were extremely furprized at the appointment of Mr. Richard Joseph Sullivan, in consequence of the beforementioned agreement, to refide with the Nabob as the Representative and Minister of your Government; for unless you had cause to suspect that our Governor and Council at Madras would not have followed your instructions, or that they had before actually disobeyed your orders, respecting such subjects as they are obliged by Act of Parliament to receive and obey your instructions upon, such an appointment must naturally tend to lessen the respect which ought ever to be shewn to them, not only by the Nabob and his family, but also by the neighbouring Princes. The Nabob's residence at Chepauk, which is in the vicinity of Madras, clearly points out our Governor and Council as the fittest persons to negociate any matters with his Highness from your Government; we do therefore hereby revoke the faid appointment of Mr. Sulivan.

53. Having by our letter of the 23d December, 1778, paragraphs 86 to 88, condemned the contract entered into with Mr. Mackenzie for the provision of Ophium, we can-

not but be surprized at your having concluded a new contract for four years relative to that article, with Mr. Stephen Sulivan, without leaving the terms of it to the decision of the Court of Directors. We do not mean to convey any censure on Mr. Sulivan respecting this transaction, but we cannot withhold our displeasure from the Governor General and Council at such an instance of contempt of our authority. Neither can we approve of your having abolished the office of Inspector, and at the same time ordering all the Ophium to be consigned to the vendue master, allowing him a commission thereon, when, in our opinion, it should have been sent to the Board of Revenue, or to the Board of Commerce.

70. Your giving Majors Commissions to Captains John Dodds, James Lewis, and Alexander Maglashan, on purpose to enable them to partake of the military fund in such advanced rank, was highly improper; and as we cannot but consider such appointments as tending to pervert the real intentions of that institution, we positively forbid the like being practised in suture.

Extract of the Company's General Letter to Bengal, dated 28th August, 1782.

Rights of the Rajah of Tanjore, to Par. 4.—Proceedings relative to Mr. Fowke, p. 4 to 6.—Mr. Bristow, p. 6.— New-modelling of the Army, p. 7 to 22.—Road to Chunargur, p. 22 to 39.—Improper and unnecessary Appointment of Major Fairfax to take Care of Mr. Hastings's Narrative of Transactions at Benares, p. 39.—Cheyt Sing, p. 44 to 50.

Par. 2. THE Right Honourable Lord Macartney has transmitted to us copy of a letter which he received from the Governor General, dated 23d July, 1781; an extract from which is as follows:

"I can say little upon the subject of Tanjote, for I can hardly allow it the credit of a serious argument. The meanness of our first settlers dignissed the Rajah with title of King, and by that missomer, if I may call it so, he has acquired all the prerogatives of royalty, though the Nabob, his undoubted Sovereign, has been without scruple treated as a dependant. If these ridiculous prejudices are allowed to operate against every principle of justice and policy, and (I must add) of common sense, it is a pity that they could not be confined to the season of peace and security. Surely this is not a time to encourage or yield to the delusion. The late President and Select Committee informed us, that the

Rajah had refused to contribute a store of grain to the " subsistence of the army, for which the President had written to him a letter expressive of his displeasure. This is a language fo remote from my conceptions of the actual and absolute rights of your Government, while it is charged with the entire defence of the state of which \* the Rajah of Tanjore is a member, and of his dependence, that I can scarce offer an opinion which shall not. e appear extravagant in the comparison. In a word, I think it improper, at such a time, to leave the Rajah an opinion to withhold a grain of his store, or a tupee of 66 his treasury, from the service of the general state; and " most heartily advise, that while that service, in the pre-" fent desperate condition of it, lasts, the whole (with the is fingle refervation of his own personal subsistence) be taken out of his hands, in better trust for the public " use. These are my public, not private sentiments, and " your Lordship is welcome to avail yourself of them in " any manner you please. Most heartily do I wish, that "they may be conformable to your own."

3. The sentiments contained in the preceding extract are so diametrically opposite to those which we entertain respecting the rights of the Rajah of Tanjore, and the other powers connected with the Company, and are so repugnant to every idea of justice and moderation, and the agreements sublisting between us and the Rajah, that we cannot but express our extreme surprize thereat. We hope and trust, that they have made no impression upon the minds of the Governor and Council of Fort St. George, that may prove derogatory to the rights of the Rajah. We have written a letter to his Excellency by this dispatch, a copy whereof is inclosed for your notice, wherein we have affured him of our unalterable determination to support and protect him in the management of his own territories, according to the agreement subsisting between the Nabob of Arcot, the Rajah, and Company, and to guarantee to him and his family the quiet possession of his country. We have therefore given directions to our fervants at Madras to govern themselves, in all their transactions with the Rajah, agreeable to these determinations.

4. Your proceedings respecting Mr. Francis Fowke are really surprizing to us. Mr. Fowke's first appointment to be Resident at Benares was in August 1775; he was recalled from thence in December 1776, and Mr. Graham appointed to succeed him. Our orders, however, of the 30th January, 1778, were positive for his restoration, but they were rendered ineffectual by your resolution, in July 1778, to suspend the execution of them. In May 1779

we repeated the orders respecting Mr. Fowke, and in confequence thereof Mr. Fowke was again appointed to proceed to Benares. But judge of our association to find that, in January 1781, in contempt of our authority, Mr. Fowkes was once more removed from his station at Benares. So far from a charge having been brought against him, on which ground alone his removal could be justified, we find his conduct approved, and his character esteemed; and in lieu of the station from which he is thus removed, another positive order of the Company was broken through, by his being appointed Agent for the provision of boats to be employed for the military service of your establishment, with a commission of 15 per cent. upon his disbursements, and an allowance given him of rupees 1,000 per month, until the expiration of the then subsisting boat contract.

5. Without meaning to disapprove of the conduct of Mr. Markham, who was appointed to succeed Mr. Fowke at Benares, but merely to vindicate the authority of the Court of Directors, we hereby direct that Mr. Fowke do immediately resume his station at Benares. As to the boat agency, that appointment must be immediately annulled, and the business performed by contract, in the manner re-

peatedly laid down for your guidance.

6. Equally extraordinary and unwarrantable have been your proceedings respecting Mr. John Bristow: He was appointed Resident at Owde in December 1774; in December 1776 he was recalled, without the shadow of a charge being exhibited against him. By our letter of 4th July, 1777, we fignified our disapprobation of the proceedings against Mr. Bristow, and directed that he should be restored to his station; which direction we confirmed by our subsequent letter of the 23d December, 1778. Mr. Bristow arrived in India in February 1700, and in October of the same year it was resolved by your Board, that Mr. Bristow should return to Owde, but that his appointment should be limited folely to the conduct of political negociations, Mr. Middleton being at the same time nominated to settle pecuniary matters with the Vizier. On the 21st May, 1781, upon receiving a letter from the Vizier, expressing his defire that Mr. Bristow should be removed from his Court, he was again recalled: But without entering into the confideration of this matter, and in order to vindicate and uphold our own authority, we do hereby positively direct, that Mr. Bristow do forthwith proceed to Owde in the station of our Resident there. We do not mean in the least to reslect on the character and ability of Mr. Middleton, who must be immediately recalled from thence, but it is a duty incumbent upon us thus to maintain the respect due to the orders of the Court of Directors. You are likewise to observe;

that we shall not suffer any other person to proceed to Owde for the management of the sinance, one person being, in our opinion, sufficient to transact our business there, as principal in both those departments; and we expect our orders respecting the succession to that Residency be fully complied with.

7. When we consider the peremptory and repeated orders which we have given respecting the appointment of Field Officers, we cannot but express our displeasure at the various instances of disobedience thereto; but we are struck with particular astonishment, to find, that, in consequence of your military arrangements in 1780, no less a number than thirty-fix Captains were promoted to the rank of Major, besides 84 Lieutenants to the rank of Captain, and 124 Ensigns to the rank of Lieutenant.

8. We do not find that Sir Eyre Coote, our Commander in Chief, was consulted upon the occasion; but on the contrary, we have before us a strong protest from him, both against the arrangements, and the promotions in consequence of them, declaring the whole to be "irregular, unmilitary, and burthening the Company with an enormous additional expence, which he was clearly satisfied there was no necessity for incurring, and much less at a time when the Company's funds could so ill afford it."

9. Admitting, however, the necessity for the arrangement made in the sepoy corps, we see no reason for putting a Major at the head of each regiment, with an additional allowance of 600 rupees per month, when, in our opinion, a Captain might have done the duty; nor for appointing a Captain to the head of each battalion, when the service might have been performed by a Lieutenant: We do therefore hereby positively direct, that the advanced pay and allowance to the Officers thus appointed to the rank of Major and Captain, be immediately discontinued, until those Officers shall have risen to such superior rank, according to the establishment of the army, before the regulations abovementioned took place.

to our orders, you have promoted Lieutenant Colonel Blair to the rank of Colonel, thereby superseding a very deserving Officer, Lieutenant Colonel Tottingham; we therefore direct that you grant to the latter a brevet commission of Colonel upon the receipt hereof, and that he be restored to his proper rank, which is next below Colonel Muir in the infantry; but neither of the said Officers, nor such others as may have been promoted to the rank of Field Officers, or any others advanced to superior rank, contrary to our orders, are to receive the pay and allowances annexed to

their advanced rank, until they shall have tisen thereto ac-

cording to the establishment of the army.

11. We shall take another opportunity of remarking, in stronger terms, on the deviations from our orders in this respect. In the mean time we positively direct, that you do not make any promotions of Field Officers above the establishment, on any account or pretence whatsoever.

- 12. We have already given you our fentiments on your late military arrangements, fo far as they regard the appointment of Officers to superior rank, beyond the establishment of the army: We continue of the same opinion respecting such a disobedience of orders, and think it necesfary to repeat our directions, that you not appoint any additional Field Officers, on any pretence whatsoever. General Coote's last letter to us from Fort St. George, of so late a date as the 20th January, 1782, has confirmed us in our opinion on this subject. This letter was written after your regulations had time to operate: The detachment under Colonel Pearse was included in those regulations; the General must therefore have experienced the ill effects of them. He has expressed himself in the following words: "The swelling of the Bengal military list, with the crea-" tion of such a number of Field Officers, and the advancement of the inferior ranks in proportion, has been of productive of a grievance severely selt by the Company's old and experienced Officers on this, as well as on the 66 Bombay establishment; as, acting as they now are upon 44 the same services, it has been attended with all the hard-" ships incident to supercession. The Officers also in his " Majesty's service, whilst acting in this country, suffer 46 from this new arrangement."
- 13. H wever competent we may be to give an opinion upon the appointment of Officers to superior rank, yet we confess ourselves not sufficiently able to judge of the plan for new-modelling your corps of native infantry. Much must depend on local knowledge. A plan, the objects of which were to lessen expences, and to do justice to the native troops, is certainly entitled to a liberal construction; but as we had appointed a Commander in Chief of such distinguished abilities and experience as Sir Eyre Coote, his opinion ought certainly to have been asked, and his approbation obtained, before you resolved to put it in execution.
- 14. We cannot, however, avoid remarking, on a very extraordinary passage in the letter from General Stibbert on this occasion, and which was adopted by you in your letter of the 7th of January, 1781. After observing that abuses had, from a long course of practice, infinuated themselves throughout the army, and which were of a nature tending immediately to the ruin of the corps composing our native

infantry.

infantry, and consequently to the endangering the British interests in India. General Stibbert adds, that totally to debar Officers from all perquisites and emoluments whatsoever, without advancing their rank and salary, would produce no other consequence than that of rendering them, to a

man disaffected to the service.

15. Such unmilitary ideas, coming from a Provincial Commander in Chief, cannot but aftonish us. have crept into the fervice leading to its immediate ruin, and a remedy is not to be applied without countenancing other abuses, and without a positive breach of our orders. preserve the British interests in India these abuses must be remedied, but the remedy is to be at the expence of the Company; and if we do not consent to this, our Provincial Commander in Chief has told us, that, to a man, the Officers will be disaffected to the service: But we have a better opinion of the generality of the Officers employed in India; we think they will chearfully acquiesce in measures taken for the remedy of abuses, without a compensationwill content themselves with the fair emoluments of their stations, and not be disaffected to a service, the advantages of which are allowed to exceed any other, because it is necessary to make reforms, in order to prevent that service being brought to ruin. We defire that you communicate these our sentiments to General Stibbert.

22. Your proceedings of the 7th of July, 1781, refpecting the road to be made from Calcutta to Chunargur, could not fail to attract our notice. This undertaking, we find, is to cost the Company at least two lacks and an half

of rupees.

- 23. When we consider the enormous amount of your military charges; the scarcity of cash at our other Presidencies, whereby they are unable to pay the troops; the want of money for the provision of an investment; and the absolute necessity of every rupee being applied to the purposes above-mentioned, we are associated at the measure; nor can we with-hold our surprize at your having agreed to allow the Officer appointed to superintend the work the enormous gratuity of 50,000 Sicca rupees, which we can by no means give our consent to; but if, upon the completion of the business, the Officer shall appear entitled to some reward, we will, upon your recommendation, take the same into our consideration.
  - 24. In time of peace, and with a flowing treasury, there might not have been much objection to a work of this kind; but even then the matter ought to have been submitted to our previous consideration and final determination, agreeably to our orders of the 16th April, 1777, para. 52 and 53, the Governor General having declared it

to have been long in contemplation; but so trifling, in your estimation, even in the present critical situation of the Company's affairs, is the expenditure of two or three lacks of rupees, that you have not so much as mentioned the subject to us in any of your letters.

25. However, as the business will be in great forwardness by the time of your receipt hereof, we have only to enjoin you never to exceed the sum of rupees 16,000 per annum for keeping the road in repair; and to direct, that all suture projects of this kind be submitted to our consi-

deration before you carry them into execution.

30. Having examined your proceedings relative to the appointment of Major Fairfax, with his pay and allowances, to have charge of the Governor General's narrative of his transactions at Benares, we are of opinion, that the faid appointment was not only unprecedented, but highly improper and unnecessary, and utterly inconsistent with the economy which ought to be observed in the management of the Company's affairs. We are the more aftonished at this appointment, as Major Fairfax has candidly acknowledged to us, that the state of his health obliged him to return to England at the time he did, and that he should have come home the preceding feafon, had not the fituation of public affairs induced him to stay. Should you, however, be of opinion, that he is entitled to any compensation on this account, the same is to be given by yourselves, as we will never confent to the Company being put to the smallest expence by such an unjustifiable transaction; and hereby positively direct, that no such appointment be made in future, on any presence whatsoever.

44. The proceedings of your Government respecting Rajah Cheyt Sing have been for some time under our serious confideration. Our enquiry commenced with the death of Sujah Dowlah, in 1775, when the Governor General and Council concluded a treaty with his successor, by which the Zemindarry of Benares, with its dependencies, was surrendered in perpetuity to the Company.

45. Previous to the conclusion of the before-mentioned treaty, we find that on the 13th February, 1775, the Governor General proposed that each Member of the Board should deliver in his sentiments of the conditions to be required or acceded to for the new treaty: This was accordingly done, and on the opinions then delivered, the Governor General proposed that the perpetual and independent possession of the Zemindarry of Benares, and its dependencies, be confirmed and guaranteed to Rajah Cheyt Sing and his heirs for ever, subject only to the annual payment of the 1evenue hitherto paid to the late Viziera amounting to Benares Sicca rupees 23,71,656. 12, that no other

other demand be made upon him, either by the Nabob. of Oude or your Government, nor any kind of authority or jurisdiction exercised by either within the dominions affigned him. The Governor General's observations on this proposition are as follow: " The Rajah of Benares. from the fituation of his country, which is a frontier 66 both to the provinces of Oude and Bahar, may be made a serviceable ally to the Company, whenever their affairs. " shall require it. He has always been considered in this, " light, both by the Company and the successive Members of the late Council; but to ensure his attachment to the Company, 'his interest must be connected with it, which' cannot be bette effected than by freeing him totally from the remains of his present vassalage, under the guarantes " and protection of the Company, and at the same time se guarding him against any apprehensions from this Gose by thus pledging its faith that no encroachment shall ever be made on his rights by the Company."

46. On the 3d of March the Board resumed the confideration of the business; and the Governor General proposed the following question: "Whether it shall be made a condition of the new treaty, that Rajah Cheyt Sing shall exercise a free and independent authority in his own dominions, subject only to the payment of his trist bute?"—This question was resolved in the affirmative.

47. Every preliminary being fettled with the Vizier, and the treaty executed, the Governor General, on the 12th June, 1775, laid before the Board a minute, with observations respecting the arrangements to be made with Rajah Cheyt Sing, in which he declares his readiness to acquiesce in any plan which may be proposed on terms by which more effectual provision may be made for the interest of the Company, without an encroachment on the just rights of the Rajah, or the engagements actually subfifting with him. He proposes, that Cheyt Sing shall pay to the Company, in equal monthly payments, the yearly revenue of 22,48,440 Sonaut rupees; that he shall be impowered to exercise a complete and uncontrouled authority over his Zemindarry. under the acknowledged fovereignty of the Company; that he shall maintain in constant pay a body of 2,000 horse for the service of the Company, whenever they shall be required; and that while the Rajah shall continue faithful to these engagements, and punctual in his payments. and shall pay due obedience to the authority of your Government, no more demands should be made upon him by the Company, of any kind, nor on any pretence whatfoever shall any person be allowed to interfere with his authority, or to disturb the peace of his country. At the conclusion of this minute, the Governor General observes,

observes, "that voluntary restraint laid by the Government 66 on its own actions, will afford the Rajah the greatest " confidence, and naturally inspire him with sentiments of " fidelity and attachment, both from the principles of grastitude and felf-interest. Without some such appearance. 66 he will expect, with every change of Government, ad-44 ditional demands to be made upon him, and will of 66 course descend to all the arts of intrigue and concealment of practifed by other dependent Rajahs, which will keep 46 him indigent and weak, and eventually prove hurtful to 44 the Company. By proper encouragement and protection 46 he may prove a profitable dependant, a uleful barrier, s and even a powerful ally to the Company; but he will 66, be neither, if the conditions of his connection with the • Company are left open to future variations." On the 5th of July the Board agree with the Governor General, except in the article to oblige Rajah Cheyt Sing to keep up a body of 2,000 horse; they resolved, indeed, to recommend the same to him, but declare there shall be no obligation on him to do it; the Governor General at the same time obferving, that it was far from his intention to propose this or any other article to be imposed on the Rajah by compulfion.

48. We are much surprized at the conduct of the Governor General towards the Rajah on his arrival at Benares, when we observe that, by the instructions he received for his guidance previous to his departure from Calcutta, the arrangements he was to make with Cheyt Sing were to be consonant to the mutual relation and assual engagements subsist-

ing between the Company and bim.

49. The imprisonment of his person, in the midst of his country, which for time immemorial has been the residence of the most respectable persons of Hindostan, thereby disgracing him in the eyes of his subjects and others, was unwarrantable, and highly impolitic, and may tend to weaken the considence which the native Princes of India ought to have in the justice and moderation of the Company's Government.

50. The resolutions of the Court of Directors, on your

proceedings relative to Cheyt Sing, are as follow:

That it appears to this Court, that on the death of Sujah Dowlah, in 1775, a treaty was made by his successor, by which the Zemindarry of Benares, with its dependencies, was ceded in perpetuity to the East-India Company.

"That it appears to this Court, that Rajah Cheyt Sing was confirmed by the Governor General and Council of Bengal in the management of the faid Zemindarry (subiest to the sovereignty of the Company) on his paying a

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certain tribute, which was settled at sicca rupees 22,66,180; and that the Bengal Government pledged itself, that the free and uncontrouled possession of the zemindarry of Benares, and its dependencies, should be confirmed and guaranteed to the Rajah and his heirs for ever, subject to such tribute; and that no other demand should be made upon him, nor any kind of authority or jurisdiction exercised within the dominions assigned him, so long as he adhered to the terms of his engagements.

"That it appears to this Court, that the Governor General and Council did, on the 5th July, 1775, recommend to Rajah Cheyt Sing to keep up a body of 2,000 to horse, but at the same time declared, there should be no

" obligation on him to do it.

Fhat it appears to this Court, that Rajah Cheyt Sing performed his engagements with the Company in the regular payment of his tribute of ficca rupees 22,66,180.

That it appears to this Court, that the conduct of the Governor General towards the Rajah, whilst he was at Benares, was improper, and that the imprisonment of his person, thereby disgracing him in the eyes of his subiects and others, was unwarrantable, and highly impoit litic, and may tend to weaken the confidence which the native Princes of India ought to have in the justice and moderation of the Company's Government.

# Extract of the Company's General Letter to Bengal, dated 26th September, 1782.

Thirty Persons, not Servants of the Company, bold Offices of 20,000 l. a Year, contrary to Orders.—Company's Servants out of Employ.

Par. 4. WE have already, in our letter of the 12th July last, repeated our orders of the 29th March, 1774, that no person should hold any appointment under the Company who was not regularly admitted into the service by the express authority of the Court of Directors.—We are confirmed in our opinion of the necessity of these orders, from observing the expence incurred by the Company on account of near 30 persons holding offices who are not covenanted servants, which amounts to no less a sum than £. 20,000 a year.

5. When we consider that by our late regulations for the management of the revenues, a great number of our servants, of long standing, are totally out of employ, we cannot but express our assonishment that persons should have been appointed Salt Agents, Deputy Paymasters, Commissaries,

&c. who

&c. who are not in our service, and many of whom remain

in India even without our license.

6. We do therefore most positively forbid the like in suture; and direct, that every person not in the Company's service, who may be employed in those, or in any other stations, be forthwith removed, and our own covenanted ser-

vants appointed in their stead.

7. We likewise observe, that the charge for monthly writers at your Presidency amounts to upwards of £.4,000 a year. This is not only a great expence to the Company, but is likewise extremely injurious to our interests, as our junior servants are thus kept out of employment, and must of course run into dissipation. Nor is this the only evil; since, for want of being trained in that regular official line of business which is so necessary to a perfect knowledge of our affairs, they contract habits of idleness, conceive a contempt for many material parts of their duty, and when they advance in station, find themselves ignorant of the Company's concerns.

8. We therefore direct, that all monthly writers be forthwith discharged, and their places supplied by our own junior servants. But should any of these results to act in the disferent offices, such persons must be immediately suspended from the service, and remain so till our pleasure shall be

known.

9. We shall expect that the directions which we have thus thought it absolutely necessary to give be implicitely obeyed, according to the true intent and meaning thereof, and which we will not suffer to be evaded by any private recommendation, or on any other pretence whatsoever. And we likewise require you to send us by every ship a list of covenant servants, with their employments, that we may be enabled to judge how far our orders, in this respect, shall have been rendered effectual.

Extract of the Company's General Letter to Bengal, dated 15th January, 1783.

Perpetual Leases, contrary to Orders, cancelled, Par. 34.— New Pian for the Management of the Customs, to be revised, Par. 41 to 53.—Irregular Promotion of Officers leaving India, Par. 53.

Par. 34. THE granting mocurrery or fixed leafes being contrary to our positive order of the 24th December, 1776, par. 44, and 23d December, 1778, par. 130, we cannot but express our astonishment at your having given perpetual leases for the farm of the Pergunnah of Tellaurah, the Zemindarry of Baharbund, the Pergunnahs of Havelly, Hamieters, 1990re,

jenote, and Tuppah Murvah, and many of the principal diffricts in the Patna province. We positively direct, that you procure these leases to be cancelled, in such mode as shall be agreeable to justice in respect to the parties to whom they are made; and we repeat our orders, that you do not grant fixed leafes in future on any pretence whatever. the expediency of letting the lands for a longer period than one year, or in perpetuity, is a great political question, on which, in the present critical situation of our affairs, we cannot at this time come to any determination, you are to be guided by our before-mentioned orders on the subject. until you shall receive our further instructions. you have granted these perpetual leases contrary to our positive orders, we shall hold you responsible for the consequences should any expence or difficulty arise in procuring their refumption. But we do not mean hereby to disposses the present holders of their lands; on the contrary they are to continue to possess them from year to year, so long as they pay their rents, and otherwise behave to your satisfaction.

41. Your advices and confultations especting the new plan for the management of the Customs have been very attentively perused and considered. As the arrangement was avowedly formed not so much by the desire of increasing the Cstoms as of promoting the internal commerce of the provinces, by the removal of restrictions and oppressions, we are much concerned to find so many instances upon your records of its having produced a contrary effect. The complaints from Scrool, on the borders of Burdwan, in particular, are very alarming. The enormous tax of 15 per cent. upon thread alone could not fail to produce the consequences which followed; viz. That not an anna's worth of thread is brought to market, nor a piece of cloth manufactured. This we do not wonder at, when it is stated that the whole tax upon cloth amounts to upwards of 36 per cent.

42. It is certainly a most impolitic measure, for many reafons, to tax the materials for manufacture at so high a rate, more especially in the present instance, the Company's investment must be very materially affected thereby. Equally impolitic in our opinion is the tax laid on rice, and the other necessaries of life. This also will be felt in the investment, as it will be the means of raising the price of the

manufactures.

43. So much depends upon local knowledge, that it is impossible for us to give any specific direction upon the subject. We are all aware that the introduction of new modes, though they be really beneficial, is too apt to produce murmurings, from a natural prejudice in favour of old customs, and a dislike to whatever bears the appearance of innovation:

we therefore would willingly believe, that from these causes proceeded Captain Stewart's declaration, that there are sew individuals in the town of Calcutta who have not experienced the operation of authority in some department or other of the customs, very different from what it was the mean-

ing of the Board it should be exercised.

44. However it is a matter well worthy of the greatest attention. We confess that we do not think the subject has had that mature consideration which the importance of it so highly deserves. Mr. Wheler, though he concurred in adopting the new regulations, seems to confirm us in this opinion, where he says, that the period of the decline of trade was an ill chosen one for adding new burthens. If, as Mr. Wheler has asserted, the import and export trade of Bengal has of late years considerably decreased, you certainly ought to have been extremely careful how you adopted any measure which had a tendency to increase the evil.

45. Seeing therefore the necessity of some mode being thought of for recovering the drooping commerce of Bengal, we recommend it to you in the most earnest manner to take the subject into your early consideration. After traceing the causes of the decline, you will be the better enabled to apply a remedy. But even yourselves, with all the advantage of a residence upon the spot, and with the best inclination to adopt some salutary regulation for the benefit of the country over which you are deputed to preside, will not be able to lay down a perfect and invariable system. An anxious attention to circumstances as they arise, can alone enable you to remedy desects; as by gradual improvements the people will be induced to acquiesce more chearfully in a total change of system.

46. We wish to see every obstruction to a free commerce removed. But, as we have before observed, it is impossible for us to lay down any specific rule, we therefore again recommend it to you to take the matter into your most serious consideration, that such wise measures may be pursued as will ultimately tend to the good of the country, and the ease, prosperity, and happiness of those under our Govern-

ment.

47. Whatever regulations may be adopted, it is absolutely necessary that the Chowkies under the appointment of the Zemindars should be prevented from continuing their exactions. The Zemindars cannof complain of this, as we find by your proceedings that when the customs were brought under the controul of the Company, and the inferior Chowkies appointed by the Zemindars were in consequence removed, a proportional abatement was made in their rents.—How it happens that the regular customs were not by this means increased we are at a loss

to know; and we were surprized to find, that though the amount of the deduction from the annual revenue was 9,77,227—yet the customs, on a medium of fix years,

have produced only 7,29,433.

48. It is impossible to lay the inferior officers employed in the Collection of the Customs under too great restriction. We are led to this observation from a complaint upon your records of the improper behaviour of some of them in the Buzars at Calcutta. The farmer of the Buzar duty ought not to be molested in making his collection; and the venders of grain should be at liberty to carry it to such markets as they may prefer.

49. The amount of fees on the Rowannah appears to be very exorbitant.—We find it stated that goods to the amount of one lack pay a fee to the collector of supees 250, where two rupees were paid formerly; and that as the 15th regulation stands, the fee on one lack may amount to a thousand rupees —We agree entirely with Mr. Wheler, that the commerce of the country is thus loaded with

a charge which it can ill support.

may who purchases eight annas worth of rice or any other article is obliged to go 80 miles for a passport to convey it from the market to his own house, though the distance may not be one mile, or he is liable to the payment of double duties. This is another instance how little attention was paid to the real utility of the plan when you re-

solved upon its institution.

51. We remark likewise that the Zemindars of Beerboom have complained that the Collectors at Scrool collect money upon travellers and passengers, and upon two or three occasions, where the wives of Bengal men have been carried from the habitations of their fathers to that of their husbands, ornamented with new cloaths, he has collected a duty upon them. The Zemindars conclude their reprefentation with faying, that unless their complaints are redressed, the trade will be entirely stopped, and Government will not only experience delays, but great losses in the Revenue. The Committee of Revenue likewise declare, that unless some immediate steps are taken for circumscribing the powers of the Officers of the Customs, a very confiderable failure in the revenues will enfue; Mr. ...Wheler at the same time observing, that the dissatisfaction which generally prevails, from the powers of the Commissioners of the Customs, very evidently appears, both from the recorded and verbal complaints of all men, and he does not see any reason to doubt the reality of the grievances which are faid to exist; therefore we do not hesitate to pronounce that your late regulations for the Vol. I. management

management of the customs appear to us to have been made rather with a view of creating lucrative posts for a certain description of men, than with any defign either of increasing the revenue, or of promoting commerce. And we are confirmed in this opinion by the enormous per centage which you have fixed for the commission on the amount of the collections. If we only take the customs at 8,26,346, which is the amount of their estimated produce for 1782 (as appears by your letter of the 8th of April last) 15 per cent. on that sum will be rupees 1,22,951. But when we consider that though the duty is not to be paid on the Company's investment, you have notwithstanding permitted the Commissioners to draw the same per centage as if it were actually collected, a very confiderable addition must be made to their emoluments. The other establishments under the Commissioners, from the most accurate account we have been able to form, amount to upwards of two lacks per annum; so that the total expence of collecting that part of our revenue cannot be estimated at less than three lacks—though we cannot account for your having estimated the customs at only eight lacks, when we understand that in former years they produced a confiderable deal more.

52. Upon the whole, we have great reason to be distatissized with the late arrangements, and direct that you revise your proceedings respecting the managements of the customs, and report to us the result for our final deter-

mination.

53. The promoting officers to superior rank on their departure from India, with a reservation of the rights of their superiors, as was lately done in the case of Captain Kennan, being not only irregular and improper, but contrary to our orders of the 10th of December, 1773, we cannot approve the same; and therefore positively direct that no such promotions be made in suture. As the letters of the Commander in Chief and Colonel Camac are not before us, we cannot at present determine with respect to the merits of Captain Kennan.

Our Governor General and Council, at Fort William in Bengal.

Treaty of Chunar; Military Regulations in Oude, to Par. 4.

—Resumption of the fagbires, p. 4 to 11. — Fyzoola
Khân, p. 11 to 28.—Nabob of Furruckabad, p. 28 to 33.

Par. 1. HAVING taken into our consideration the late arrangements made by the Governor General withthe Vizier, we shall now proceed to make such observations thereon as appear to us necessary.

2. In

- 2. In our letter of the 4th of March, 1778, we fignified our disapprobation of the military regulations of 1777, respecting the Province of Oude; we therefore can see no objection to the temporary brigade and the three regiments of cavalry being withdrawn from thence. Indeed, it appears that the Nabob was utterly to defray the expence of these troops. We hope that, agreeably to an intimation from the Governor General, this corps has been dissolved.
- 3. According to the present agreement, no more troops are to be placed to the account of the Vizier than one brigade, at rupees 2,60,000 per month, and a regiment of sepoys, at rupees 25,000 per month, making the annual sum of about 37 lacks; and we trust he will be punctual in the payment of this subsidy. To enable him to be so, we find that he has engaged to reduce his troops to regular and complete establishments, their number never to exceed the certain means of paying them; and that he has likewise agreed to adopt other economical regulations.

4. By the 2d article of the treaty, the Nabob is permitted to resume such jaghires as he shall think proper, with a reserve, that all such jaghiredars, for the amount of whose jaghires the Company are guarantees, shall, in case of a resumption of their lands, be paid the amount of the net

collections through the resident.

5. We do not see how the Governor General could consent to the resumption of such lands as the Company had engaged should remain in the hands of those who possessed them previous to the execution of the late treaty, without stronger proofs of the Begum's defection than have been laid before us. Neither can we allow it to be good policy to reduce the several Jaghiredars, and thus uniting the territory, and the troops maintained for the protection of that territory, under one head, who may by that means, at some future period, become a very powerful enemy to

the Company.

6. With respect to the resumption of the jaghires possessed by the Begums in particular, and the subsequent seizure of the treasure deposited with the Vizier's mother, which the Governor General, in his letters to the Board, 23d January 1782, has declared he strenuously encouraged—and we hope and trust, for the honour of the British nation, that the measure appeared to be fully justified in the eyes of all Hindostan—the Governor General has informed us, "that it can be well attested, that the Besignms principally excited and supported the late commositions; and that they carried their inveteracy to the English nation so far, as to aim at our utter extirpa-

" tion."

7. It must have been publicly known, that in 1775 the Resident at the Vizier's Court not only obtained from the Begum, widow of the late Sujah Dowlah, on the Nabob's account, 30 lacks of rupees, half of which was to be paid to the Company, but also the forbearance of 26 lacks, for the re-payment of which she had security in land, on the Nabob's agreeing to renounce all further claims upon her, and that to this agreement the Company were guarantees.

8. We find that on the 21st of December, 1775, the Begum complained of a breach of engagements on the part of the Nabob; foliciting your protection for herself, her mother, and for all the women belonging to the Seraglio of the late Nabob, from the distresses to which they were reduced: in consequence whereof, it was agreed in consultation 3d January, 1776, to remonstrate with the Vizier: the Governor General remarking, "That as the representative of our Government has become an Agent " in this business, and has pledged the honour and faith of the Company for the punctual observance of the " conditions under which the treaty was concluded, you 44 had a right to interfere, and justice demanded it, if it 4 should appear that those engagements have been violated." And the Board at the same time resolved, That as foon as the Begum's engagements with the "Nabob, to " which Mr. Bristow is a party, shall be fulfilled on her of part, this Government will think themselves bound to protect her against any further demand or molestation."

o. If therefore the disaffection of the Begums was not a matter of public notoriety, we cannot but be alarmed for the effects which these subsequent transactions must have had on the minds of the natives of India. only confolation we feel upon this occasion is, that the amount of those jaghires for which the Company were guarantees is to be paid through our Resident at the Court of the Vizier; and it very materially concerns the credit of your Government on no account to suffer such pay-

ments to be evaded.

10. If it shall hereafter be found that the Begums did not take that hostile part against the Company which has been represented (as well in the Governor General's narrative, as in several documents therein referred to; and as it no where appears, from the papers at present in our possession, that they excited any commotion previous to the imprisonment of Rajah Cheyt Sing, but only armed themselves in consequence of that transaction; and as it is probable that fuch a conduct proceeded entirely from motives of self-defence, under an apprehension, that they themselves might likewise be laid under unwarrantable contributions) we direct that you use your influence with the

Vizier, that their jaghires may be restored to them; but if they should be under apprehensions respecting the suture conduct of the Vizier, and wish our surther protection, it is our pleasure, that you afford those ladies an assumm within the Company's territories, and their be paid the amount of the net collection of their jaghires, agreeably to the 2d article of the late treaty through the medium of our Resident, as may be ascertained upon an average estimate of some years back.

Khan, the Rohilla Chief; before we could form an opinion upon it, we were led to an examination of such parts

of your records as in anywife related to him.

12. We found, that at the conclusion of the Rohilla war, in 1774, a treaty was made between the late Sujah Dowlah and Fyzoola Khan, whereby the latter, on certain conditions, was put into the possession of Rampore, and some other districts in the Rohilla country. Though it does not appear upon the face of the treaty what equivalent was made to the Vizier, yet we find, by a letter from Colonel Champion, entered on your consultations of the 31st October, 1774, that Fyzoola Khan was to give the Vizier half his treasure.

- 13. On the 9th March, 1778, a confiderable time after the death of Sujah Dowlah, you were informed by the Resident at the Vizier's Court that there were reports of hostile intentions in Fyzoola Khan. The Resident added. that the Rohilla Chief might be justly alarmed by the Nabob's refumption of a number of jaghires granted by his father, and by his oppressive conduct in general. were likewise informed, that Fyzoola Khan was solicitous to obtain the guarantee of the Company to his engagements with the Vizier; and the professed motives of the Refident for fending a deputation to Fyzoola Khan were, that in case of the latter's acquitting himself, it would se give him a confidence in the Company, which might " induce him to look up to that influence as the furest " defence against any invasion of his right, and thereby " render him a faithful, and perhaps a useful ally, upon "fome future emergency." On a motion of the Governer General, the Resident was authorized to offer the Company's guarantee for the observance of the treaty; the Governor General at the same time observing, that the many letters which he had received from Fyzoola Khan, at various times, proved the necessity of such an intervention.
- 14. On the 4th May following, the Refident acquainted the Board, that Fyzoola Khan appeared in no respect to G 3 have

have violated the treaty, transmitting at the same time z

new treaty under the guarantee of the Company.

15. We find that Fyzoola Khan declared to the person who negociated this matter with him on the part of the Company, "that without the guarantee of the Company, he could not look upon himself secure in his present " possessions; that the Company were the only power in which he had confidence, and which he could look up to " for protection." There never was, perhaps, a treaty concluded with more folemnity. According to the report of Mr. D. Barwell, entered in your consultations, 21st May, 1781, it was figned in the presence of the greater part of his subjects, in order to establish a firm conviction in their minds, " that it was an act fully authorized by the 46 English Government; which was now become bound " to exact, with impartiality, a strict observance of each ar-"ticle of the treaty." This business was finally settled by the Governor General being defired by the Board to write to Fyzoola Khan, confirming the obligation of the Company as guarantees; and by your acceptance of a lack of rupees on behalf of the Company, as an acknowledgment from Fyzoola Khan.

16. In November, 1780, upon receiving information that the Seiks and Goodies were committing depredations in Rohilcund, we find that the Board agree to apply to the Vizier, to require from Fyzoola Khan his quota of troops; in confequence of which, the Governor General wrote for 5,000 horse; but judge of our surprize, to find by the treaty\*, that whenever the Vizier declared war, Fyzoola Khan was to join only with two or 3,000 men, unless the Vizier had marched in person. Where then was the justice of this demand? Fyzoola Khan replied, as appears by your Cons. 15th February, 1781, that he would send 2,000 horse, which were all the cavalry in his service; that the 3,000 foot kept up by him were for the management of the concerns of his jaghire, and that without them the collections could not be made.

\* "That be shall consider the Vizier's friends as his friends,
"and all his enemies as his own. That with whomsoever the
"Vizier shall declare war, Fyzoola Khân shall join with his
"army two or three thousand men, to the utmost of his ability;
and that if the Vizier marches against any enemy in person,
be shall then bring his whole army to join him; and if he is
unable to join him, because the number of 5,000 men, to
which his standing army is limited, are too sew, in such case
he shall have leave to raise four thousand more, that he may
then join him with a sufficient force, and these expences shall
be described."

17. We

17. We cannot here avoid remarking, that at the very time of your making this improper demand, 500 of Fyzoola Khan's troops had actually joined our forces, though he was under no obligation to furnish the Company with a fingle man, but had granted this supply merely to shew his attachment to the English.

18. The beforegoing answer from Fyzoola Khan was immediately followed by a minute of the Governor General, declaring that he had evaded the treaty; in consequence of which, it was instantly resolved to send a deputation to insist upon its being complied with, and to demand the immediate delivery, not of 5,000, but of 3,000 horse. To make so hasty and peremptory a demand for three thousand horse, after you had been positively assured that he had but 2,000 in his service, carries with it the appearance of a determination to create a pretext for depriving him of his jaghire entirely, or to leave him at the mercy of the Nabob; and all the subsequent proceedings seem to confirm us in this idea.

19. Notwithstanding it is stated on Cons. 4 June, 1781, that a state refusal was the verbal answer to this deputation with respect to 3,000 horse, yet we find at the conference Fyzoola Khan willing to agree, "that in compliance with "the treaty which specified no definitive number of cavalry, he would furnish 2,000 horse and 1,000 foot; that he would give them one year's pay in advance, and surnish further funds during the war." On the very day you received an account of the result of this deputation (4 June, 1781,) a letter is read at your Board from the Vizier, proposing to resume the grant, and leave the Nabob Fyzoola Khan to join his other saithless brethren that were sent across the Ganges, and in lieu thereof to pay him the amount stipulated by treaty, after deducting the pay of 5,000 troops; and shortly after the Governor General proceeded up the country.

20. We do not find any further mention of this buliness until we read the following article of the new treaty with the Nabob of Oude, which was executed on the 19th September, 1781, viz. 3dly. "That as Fyzoola Khan has by his breach of treaty forfeited the protection of the English Government, and causes by his continuance in his present independant state great alarm and detriment to the Nabob, he be permitted, when time shall suit, to resume his lands, and pay him in money, through the Resident, the amount stipulated by treaty, after deducting the amount and charges of the troops he stands engaged to surnish by treaty, which amount shall be passed to the account of the Company, during the continuance of the present war."

21. The beforegoing article is exprassly faid to be founded on a breach of the treaty by Fyzoola Khan; and yer, in the observation which the Governor General has made upon this article, he acknowledges that the conduct of Fyzoola Khan was not an absolute breach of treaty, though evasive and uncandid. We confess ourselves of opinion, that his conduct was neither evasive or uncandid. But admitting the fact, does it furnish a justifiable ground for breaking through a most solemn engagement? Was it a time to seize slight pretences for evading a treaty, when the most alarming confederacies were formed against the Company.

22. We fear, that by observing such a conduct as this, few of the country powers of India will in suture adopt the sentiments of Fyzoola Khan, "in considering the Comfe pany as the only power in which they have considence.

" and to which they can look up for protection."

23. We do not only arraign the justice of the meafure, but its policy also; and if we wanted an argument upon this occasion, the Governor General, in his observations upon this article of the treaty, has furnished us with an unanswerable one. "I am of opinion," says he, that neither the Vizier's nor the Company's interest " would be promoted by depriving Fyzoola Khan of his " independency, and I have therefore referred the execution of this agreement to an indefinite term; and our "Government may always interfere to prevent any ill " effects from it."-We have thus agreed to commit an act of injustice, by which neither the Vizier's nor the Company's interest will be promoted; and yet, if we donot fuffer this injustice to take place, we shall be guilty of a breach of treaty with the Vizier. It is not by fuch a policy as this that we can ever hope to break the confederacies, and regain the confidence of the several powers of India.

24. In our letter of the 12th of July last, we expressed our apprehensions for the event of the deputation sent to Fyzoola Khan; and we are sorry to find that those apprehensions were but too well founded. Fyzoola Khan had reason to expect other treatment at the hands of the Governor General; for did he not, at the breaking out of the war with France, to shew his attachment to the Company, make a voluntary offer to maintain 2,000 cavalry for our service? The Resident at the Vizier's Court writes, under the 5th December, 1778, that he found such a promptness in Fyzoola Khan to render the Company any assistance within the bounds of his sinances and ability, as even surpassed his own expectations: and did you not resolve in consultations 28th of the same month, "That the thanks

" of your Board be returned to him for this mark of his faithful attachment to the Company?" In the Governor General's letter to Fyzoola Khan upon this occasion are the following words: "In my own name, and that of the Board, I return you my warmest thanks for this in"stance of your faithful attachment to the Company;" and you yourselves have acquainted us, in your secret letter of the 1st of February, 1779, that on requesting the aid of part of the offered assistance, "he, without hesitation or delay, sent 500 men to co-operate with our forces."

25. Thus, in March 1778, you pledge the Company's faith for the performance of the treaty between Fyzoola Khan and the Vizier: In December following, the thanks of your Board are given to him for his attachment to the Company, in fending troops to their affiftance on the breaking out of the war with France: In November 1780, you make an unwarrantable demand upon him, which it not being in his power to comply with, furnishes a pretext for depriving him of his lands; and in September 1781, a treaty is finally concluded, by which his territory is wrested from him, and given to the Vizier.

26. Fyzoola Khan's merits with the Company on the one hand, and the Governor General's treatment of him on the other, must be known to all the surrounding powers; and if such singular marks of attention to the Company's interest and government are to be thus requited, we have reason to dread suture combinations against us, which may end in the utter extirpation of the English from Hindostan. It is only by a strict regard to justice, moderation, and good faith, that we can hope to maintain our present sooting in

India.

27. As we can no where discover that Fyzoola Khan has been guilty of a breach of treaty, and thereby forseited the protection of the Company, and as the Governor General has informed us, that he has reserved the execution of the agreement contained in this article to an indefinite term, and that our Government may always interfere to prevent any ill effects from it; and as Fyzoola Khan appears to have had great merit with the Company in the particular instance above referred to; we direct that that article be not carried into execution, and that you obtain the consent of the Vizier, to Fyzoola Khan's continuing in the possession of his jaghire unmolested.

28. The 4th article of the treaty is as follows:—" That "no English Resident be appointed to Furruckabad, and "the present one recalled."—In order that we might fully understand this article, we had recourse to your proceedings of the 22d of May, 1780; for the reasons of your first sending a Resident to Furruckabad: We find that Mozusser

Jung, Nabob of that place, complained of fuffering hard-Thips under the person who collected the annual tribute for the Vizier; upon which the Governor General remarked, that he is extremely defirous, as well from motives of common justice, as due regard to the rank and situation which that Chief holds among the powers of Hindostan, that some means may be devised of affording him relief: The Board accordingly, on the same day, appointed a person to reside at his Court, and the motives for such an appointment were highly praise-worthy—we wish the real grounds for revoking the appointment had been equally so; but on the contrary we conceive that this removal of our Resident was rather calculated to afford the Vizier an opportunity of exercifing his oppression uncontrouled; and the Governor General's observation upon this article of the treaty justifies this opinion, wherein he fays, " If the Nabob Muzuffer Jung must endure oppression (and I dare not at this time proof pose his total relief) it concerns the reputation of our "Government to remove our participation in it." But wherein did this political necessity consist? In our opinion it concerned the reputation of our Government much more to have removed the oppression altogether, than to have fanctified that oppression by an article in a formal treaty: To fay that Muzuffer Jung himfelf defired the removal of the Resident can, as is represented by the Governor General in the Appendix to his Narrative, have little weight in the argument, fince it was always in your power to have punished any improper conduct in the Resident, or to have nominated in his room one on whom you could depend. And when the Nabob expressed such a desire, was he acquainted with the previous determination of the Vizier to heap oppression on him, and that too under the fanction of the British Government?

29. It is true, that Muzussur Jung does not stand in the same relation to the Company as Fyzoola Khan, but still "those motives of common justice, and a due regard to the rank and station held by that Chief among the Princes of Hindostan," which actuated your Board upon a former occasion, ought certainly to have had some weight in the present instance: We trust, however, that by means of the mutual good understanding which the Governor General, in his observations on this article of the treaty, says subsists between the Vizier and himself, you will have frustrated the intended oppression towards the Nabob of Furruckabad, and thus have preserved the honour of the Company.

30. And as you have before stood forth in the protection of this Nabob, in a manner worthy of the British character, we wish that the same protection may be continued to him; and we recommend it to you, to use your influence with

the Vizier, in order to shield him from that oppression, which it highly concerns the credit of the British name should not be exercised upon him.

Extract of the Company's General Letter to Bengal, dated 1st March, 1783.

Orders respecting Military Appointments not executed.

Par. 17. AND as our orders of the 28th November, 1777, 23d December, 1778, and 17th May, 1780, respecting these appointments, have been never carried into sull effect, it is our express and positive direction, that you do immediately comply therewith, and that the said appointments do extend to all troops, under whatever denomination, serving without the Company's Dewanny Provinces to the westward of the Caramnassa river, whether of the strength of the Company's regular establishment, or in the service of the Vizier, commanded by British officers; provided, however, that Mr. Wombwell, and his successor, Mr. Taylor, be willing to accept the above appointments in preference to the stations or employments they may respectively possess upon the receipt of this letter.

# Under Mr. Pitt's Administration.

Extract of the Company's General Letter to Bengal, dated the 28th January, 1784.

Mr. Haftings's Libel on the Directors, relative to Cheyt Sing.

Par. 7. WE must not suffer the Governor General's Letter, relative to our resolutions about Cheyt Sing, to be passed over in silence, wearing, as it does, the appearance of animadversions on the conduct of his superiors, not to be

justified in his situation.

3. The Court of Directors have not only an undoubted right, but their duty calls them, to condemn any measures that shall appear of a dangerous tendency: The conduct towards Cheyt Sing was in their eye liable to destroy that considence so necessary to be preserved with the country powers; the Court therefore hoped, by their marked disapprobation, to prevent any steps of the like kind in suture. After the resistance which the Rajah had made, no countenance could be consistently shewn him; nor was any measure for his restoration ever proposed: But whilst the Governor General remained subject to the orders of the Court of Directors, he is bound to yield to their decrees; there-

fore as his letter, addressing them with such unguarded warmth, must carry with it the appearance of tending to refift those whom it is his duty to obey, we consider him in that respect to have been very blameable: However, we turn aside from this disagreeable subject, to express great approbation at the extraordinary exertions of our Governor General and Council to counteract the designs of our numerous enemies, and to furnish such large affistance and supplies for the Carnatic in its wasted and desolate condition. It is to the abilities of our Commander in Chief, whose loss we fincerely lament, aided by your vigilance and support, we owe the preservation of that country, as the powerful eruptions of Hyder, and the hostile measures of France, had disabled our Governor and Council of Fort St. George from defending the possession of our ally, the Nabob of Arcot.

Extract of the Company's General Letter to Bengal, dated 16th March, 1784.

Appointments of 24 Assistant Surgeons, revoked, p. 10.—Regulations respecting Surgeons, p. 11 to 15.

Par. 10. WE disapprove the appointments made by you, between the 1st January, 1782, and 10th March, 1783, of twenty-four Assistant Surgeons; viz.

Hugh Mahon, Robert Anderson, John Lamb, — Morris. James Grant, Wm. Hunter, John Shaw, Patrick Ivory. Thos. Watt, Walter Williams, Thos. Luke Stoke, John Burgh.

Alex. Morine, Tames Orrack. Geo. Davidson, James Campbell, Alex. Russell, Wm. Cooper Wm. Jones, Thos. Wilkins, Wm. Davidson, Thos. Clarke, Wm. Cooke, Thos. Powles,

And positively direct that, on receipt of this letter, you

revoke the faid appointments.

11. And in order to fill up the vacancies occasioned by the removal of the faid twenty-four persons, and to provide for other casualties, we have resolved to permit twenty-six Affistant Surgeons, should so many offer to proceed to India this feason, on the usual conditions.

12. We permit the twenty-four Affistant Surgeons appointed by you to remain in India to practife in their profession, and direct that they be re-appointed to vacancies, as they may happen, after the faid twenty-fix Affistant Sur-

geons shall have been provided for.

13. Mr.

14. Mr. T. Morris, one of the faid twenty-four Affistant Surgeons, whom you ordered to proceed to England as Surgeon of the Warren, has obtained our leave to return to your Presidency under the circumstances above mentioned.

14. We have further resolved that no more Surgeons be allowed to proceed till it shall be known whether their services be wanted in India; and in order to ascertain this point, we direct that you regularly transmit to us statements of the number of Surgeons and Surgeons Assistants necessary for your establishment, describing the different departments where they are to be employed; and also that you forward annually (in duplicate at least) lists of Surgeons, and Assistant Surgeons, belonging to your Presidency.

15. And in case it should happen at any time that the establishment at one Presidency should be more than complete, while that at another is desicient, it is our order that the desiciency at one settlement be supplied from the redundancy of the other. We therefore direct you to advise our other Presidencies, from time to time, of the number upon your establishment, in order for their making the necessary arrangements accordingly.

[See Par. 47 in Extracts from Papers, in No. 3.]

Extract of the Company's General Letter to Bengal, dated 9th December, 1784.

Salaries of reversionary Members of the Board of Trade, countermanded.—Directions for Conduct of the Supreme Council toward the other Settlements.

Par. We observe with great surprize, by your general letter dated the 9th of February last, that you had thought proper to make it a standing rule, that all servants of the Company appointed to reversionary stations in the Board of Trade, should be allowed to draw the salaries which they would be entitled to were they Members of that Board, until you should receive our commands upon the subject. We cannot avoid expressing our disapprobation of the resolution in question, by which we should be subjected to a considerable and indefinite expense; and we therefore direct that the standing rule before mentioned be annulled immediately upon receipt of this letter, and that persons appointed to reversionary stations in the Board of Trade, be paid the salary and allowances of a senior Merchant only.

It is our further pleasure that all allowances granted to Mr. Bateman, or any other person, in consequence of the rule established by you as before stated, do forthwith cease

and determine upon the arrival of this our order at Fort William; and we cannot omit adverting to the impropriety which occurs in this case, of grounding a general order upon the particular instance of Mr. Bateman. From a regard to the peculiar circumstances of distress attending his case, we have not ordered a reimbursement to be made of the sums he may have received in consequence of this order; if it had not been for this consideration, we should certainly in that, and every other way, have expressed our highest disapprobation of a proceeding so contrary to the general spirit of our orders, and so inconsistent with that economy essentially necessary for the very existence of our Government in India.

We can in no degree think it right that you should appoint Agents to act for your Government independently of our other settlements, at the Court of any of the Princes so connected with them, or that you should receive Agents from those powers separately addressed to you; still less should we think such a measure justifiable, if the same person should be allowed by you to act in both capacities, and more especially if he should be chosen from among the inferior servants of that Government whose dignity would thus be lessed.

Whatever representations from the native powers so connected with our subordinate settlements, whatever propositions for surure arrangements, and above all, whatever complaints against the conduct of our Governments in those settlements, are made to you, must be transmitted to those Governments alone; with them you are immediately to communicate on those subjects, and whatever steps you take in consequence, you are to pay every attention to the honour and dignity of our servants placed by us in high situations: This is a line of conduct due to them as well from the character which they derive from us, as from the indispensable necessity of holding, in the eyes of the different powers of India, the weight and authority of every branch of the British Government.

Extract of the Company's General Letter to Bengal, dated the 8th July, 1785.

New Committee of Accounts abolished, Par. 31.—Enquiry ordered into the Provision Agency, p. 49 to 51.

Para. 31. WE have perused your proceedings relative to the appointment of a Committee of Accounts to transact the business appertaining to your Board in the department of inspection. Even if the present situation of the Company's affairs did not absolutely and indispensably require that

that every possible reduction in their expences should immediately take place, we should be far fix being convinced of the necessity of the present arrangement. Peace being now re-established, we conceive that you will have fufficient leifure to fet apart at least one day in a week for affembling as a Board of Inspection, with the affishance of the Accountant General in the Civil Department, and of the Commissary General in the Military, who should, in the intermediate days, audit and examine the feveral accounts, and thus come prepared to make their observations or objections thereon to the Board, all the purposes of the original institution in 1772 might be fully answered, and an effectual check and controll in every branch of expenditure completely established. We do therefore hereby direct, that the Committee of Accounts be forthwith abolished, and that you do immediately resume the business of that department as a Board of Inspection—that your meetings be constant and regular, and that your proceedings be transmitted to us in the same manner as those in the other departments.

40. The President and Council of Fort St George have lately complained to us of the bad quality of provisions configned to them from your fettlement. They state, that out of 1,282 casks, 1,022 were wholly unserviceable; that the rest must be sold for whatever they could get for them, and that their storehouses would not have been by any means fo much burthened with this unferviceable article, had you attended to their repeated remonstrances against your continuing to fend it. But that, notwithstanding every argument they could urge to the contrary, confignment upon confignment, both of falt provisions and of rum, have unremittingly been made to them, the former of which, as they alledge, have often been of a very bad quality; and 320 casks which arrived at Madras in May 1784, appeared to be so entirely decayed, that after landing and examining some of the casks, they thought it best to return it by the veffel it came in, at a trifling freight, in order that you might recover the amount of the cost from the Contractors, as it was not actually worth the expence

of boat hire to bring it on shore,

50. We are forry to observe, by your letter to Fort St. George of the 2d August last, that, from the particular declarations contained in the answer from the different Agents for supplies, you deemed yourselves precluded from all hopes of recovering the property from any further prother procedure in this business.

51. But we can by no means submit to so heavy a loss without a more particular enquiry being made herein.— Either the Agents for the supplies, the Contractors, or the

Owners

Owners of the vessels, must have materially failed in their respective duties. We do therefore direct that you immediately enter upon as strict an examination as possible into the subject of the present complaint; and that you take the opinion of the Adsocate General, whether any, and what legal methods ought to be pursued for the recovery of the loss the Company has sustained herein; and if you shall find it to have arisen from any misconduct in our own fervants employed in this transaction, we direct that you adopt the most vigorous and effectual measures for bringing them to a severe and exemplary punishment.

Extract of the Company's General Letter to Bengal, dated 14th March, 1786.

Appointments at Goa, contrary to repeated Orders, and to posifitive Law, Par. 1 to 3.—Improper Pension to Mr. Crammelin, p. 3.

Para. 1. PREVIOUS to the receipt of your letter of the 14th January last, advising the appointment of Mr. John Carnac to be Resident on the part of your Government at the Portugueze settlement of Goa, on the resignation of Mr. Charles Crommelin, we had come to the resolution of abolishing that office, as will appear by the list which accompanied our letter of the 11th April following,

and which we hereby confirm.

2. We cannot permit this subject to pass, without particularly adverting to the conduct of your Board, in the appointment both of Mr. Crommelin and Mr. Carnac; neither of them are servants of the Company, and yet both have been appointed to the Residency of Goa, in contradiction to our repeated orders, that no European, on any pretence whatever, should be suffered to hold any post, or exercise any office, civil or military, under the Company, who had not been admitted into the fervice by the express authority of the Court of Directors. You will further attend to the illegality of those appointments. The Act of Parliament of the 13th of his present Majesty has very clearly laid down the rule to be observed in the restoration of dismissed servants; namely, that it shall not be done without the consent of 3 4ths of a Court of Directors, and 3-4ths of a Court of Proprietors, to be taken by ballot; but in the instances before us you have assumed a power which does not belong to you, and by a fummary mode of proceeding have restored dismissed servants, and appointed them to a place of great trust and confidence by a simple resolution of your own Board. 3. We

3. We disapprove of the pension to Mr. Crommelin, and direct that it do cease immediately upon the receipt hereof; and we trust all our servants abroad will be cautious of any such unwarranted grants of the revenues of the Company; for otherwise we shall in suture find ourselves under the necessity of ordering sums so granted to be reimbursed by those servants who shall concur in making them.

# Permission to Mr. Hastings to resign.

# \* Extract of Court's Letter to Bengal, dated 10th of March, 1785.

Par. 2. OUR Governor General having, in his letter of the 20th March, 1783, fignified his earnest desire that we would nominate a successor to the Government of Bengal, we have accordingly appointed Lord Macartney as successor to the Government General; and having taking into consideration the long, faithful, and able services of Warren Hastings, Esquire, we have unanimously resolved, that he be permitted to resign the Government of Bengal, agreeably to his request contained in the above letter.

3. We have not fixed any particular day for his quitting the Government; but direct, that he take the first opportunity in the ensuing season, commencing in October next, to return to Europe. And as we have instructed Lord Macartney to hold himself in readiness to proceed to Bengal immediately after the departure of Mr. Hastings, we order, that the Senior in the Supreme Council, on whom the Government is in the interim to devolve, shall lose no time in conveying to Lord Macartney the earliest information of that event.

\* Meved by Major Scott.

\* Copy of the Minutes of the Court of Directors, conveying their Unanimous Thanks to Mr. Hastings, on the 28th of June, 1785.

THE. Court being informed that Warren Hastings, Esquire, late Governor General of Bengal, was attending, in order to be introduced to the Court;

It was moved, and, on the question,

Resolved unanimously, That the Chairman be directed, in the name of the Court, to congratulate Governor Hastings on his safe arrival, and to return him the thanks of this Court, for the long, faithful, and able lervices he has rendered the Company.

Mr. Hastings being then introduced,

The Chairman addressed him to the purport of the above resolution.

Mr. Hastings expressed his happiness, in having his uniform endeavours to promote the Company's interests thus amply rewarded, by the distinguished honour now conferred on him; and then withdrew.

East India House, A true copy. the 30th March, 1786. THO. M

THO. MORTON. Sec.

\* Moved by Major Scott.

# CHARGE I.

### ON THE ROHILLA WAR.

See the 5th Report of the Secret Committe, and the places of reference in the Appendix to that Report. See also Censures of the Directors, p. 1. and the Refolutions of the House of Commons, May 28th, 1782.

#### CHARGE II.

INFRACTION OF TREATIES WITH THE GREAT MOGUL.

See the 5th Report of the Secret Committee, and the Places of reference in the Appendix to that Report. , See also Resolutions of the House of Commons, May 28th, 1782.

# CHARGE III. PARTS I, II, III,

RIGHTS OF CHEYT SING, AND TREATMENT OF HIM BY MR. HASTINGS.

Papers marked, Charge III. No. 1, 2, 3, 4, 5.
For more particular Information, fee the 2d Report of the Select Committee; the Supplement (with the Appendix) to the 2d Report; and the 11th Report of the same Committee. -See also Censures of the Directors, p. 74 & 91.

# CHARGE III. PARTS IV. V.

SECOND AND THIRD REVOLUTION IN BENARES. Papers marked, Charge III. No. 6, 7, 8, 9.

Copy of Letter from Warren Hastings, Esq. to the Court of Directors, relative to their Censure on his Conduct at Benares; and also the Answer of the Court of Directors thereto.

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

Honourable Sirs, Fort William, 20th March, 1783. IN your letter to the Governor General and Council, dated the \* 28th August, 1782, you have been pleased to enter into a large discussion of my proceedings at Benares,

<sup>\*</sup> See above among the Censures of the Directors, p. 68. and H 2

and to apprize the Board of certain resolutions comprehending your judgment upon them. These resolutions, as the immediate cause and subject of my present address, I shall, to avoid the perplexity of frequent and remote reference, hereto subjoin.

"That it appears to this Court that on the death of " Sujah Dowlah, 1775, a treaty was made with his succeffor, by which the Zemindary of Benares, with its dependencies, was ceded in perpetuity to the East India

" Company.

" That it appears to this Court that Rajah Cheit Sing was confirmed by the Governor General and Council of 4 Bengal in the management of the faid Zemindary (fubiect to the fovereignty of the Company) on his paying a " certain tribute, which was fettled at Sicca rupees 4 22,66,180; and that the Bengal Government pledged " itself that the free and uncontrouted possession of the « Zemindary of Benarcs, and its dependencies, should be " confirmed and guaranteed to the Rajah and his heirs for ever, subject to such tribute, and that no other demand 66 should be made upon him, nor any kind of authority or jurisdiction exercised within the dominions assigned " him, so long as he adhere to the terms of his engage-" ments.

"That it appears to this Court that the Governor Ge-" neral and Council did, on the 5th of July, 1775, recommend to Rajah Cheit Sing to keep up a body of 44 2,000 horse, but at the same time declared there should " be no obligations upon him to do it.

That it appears to this Court that Rajah Cheyt Sing performed his engagements with the Company in the regular payment of his tribute of Sicca rupees 22,66,180. "That it appears to this Court that the conduct of the Governor General towards the Rajah whilst he was at 66 Benares was improper; and that the imprisonment of his ee person, thereby disgracing him in the eyes of his subef jects and others, was unwarrantable and highly impolitic, 44 and may tend to weaken the confidence which the native

SPrinces of India ought to have in the justice and mo-"deration of the Company's Government."

I understand that these resolutions were either published, or intended for publication. As they have proceeded from an authority so respectable, every reader of them will naturally and without hesitation believe that the facts on which they necessarily and indispensably depend, have been fully established.—And who are the readers? Not the proprietors alone, whose interest is immediately concerned in

them, and whose approbation I am impelled, by every

motive

motive of pride and gratitude, to folicit, but the whole body of the people of England, whose passions have been excited on the general subject of the conduct of their servants in India; and before them I am arraigned, and prejudged of a violation of the national faith, in acts of such complicated aggravation, that if they were true, no punishment short of death could atone for the injury which the interest and credit of the public had sustained in them.

I hope therefore I shall not be thought to give unnecessary trouble in calling your attention to a subject not wholly personal, nor to sail in the respect in which I have never yet sailed, to your honourable Court, in the mode of my vindication, which will not admit of the common delicacies of expression; for I cannot admit sacts, however affirmed, which I know to have no existence, and by which my character has been blasted; nor will a simple denial or resutation of them be sufficient against such a charge, if I can at the same time appeal to your own knowledge, proved by the evidence of your own arguments, and to what your honourable Court possesses of candour for my first justification and acquittal.

The facts affirmed, or expressed in terms equal to affir-

mation, in your resolutions, are as follows:

1st. That the Bengal Government pledged itself that the free and uncontrouled possession of the Zemindary of Benares, and its dependencies, should be confirmed and guaranteed to the Rajah and his heirs for ever.

2d. That it pledged itself that no other demand should be made upon him, nor any kind of authority or jurisdiction exercised within the dominions assigned him, so long

as he adhered to the terms of his engagements.

3d. That the Governor General required him to keep up a body of 2,000 horse, contrary to the declaration made to him by the Governor General and Council, on the 5th July, 1775, that there should be no obligation on him to do it.

4th. That Rajah Cheit Sing was bound by no other engagements to the Company than for the payment of his tribute of Sicca rupees 22,66,180.

5th. That Rajah Cheit Sing was a native Prince of India.

6th. The judgment passed on my conduct as deducible from these facts is that it was "improper, unwarrantable, "and highly impolitic, and may intend to weaken the "considence which the native Princes of India ought to "have in the justice and moderation of the Company's "Government."—Here I must crave leave to say, that the terms "improper, unwarrantable, and highly impolitic," are much too gentle, as deductions from such premises;

H<sub>3</sub> and

and as every reader of the latter will obviously feel, as he reads, the deductions which inevitably belong to them, I will add that the strict performance of solemn engagements on one part, followed by acts directly subversive of them, and by total dispossession, on the other, stamps on the perpetrators of the latter the guilt of the greatest possible violation of faith and justice.

But this, and every other conclusion from the facts adduced in proof of them, will fall, if the facts themselves have no existence.—I do therefore most positively and

folemnly deny their existence.

I deny that the Bengal Government pledged itself, that the free and uncontrouled possession of the Zemindary of Benares, and its dependencies, should be confirmed and

guaranteed to the Rajah and his heirs for ever.

I deny that the Bengal Government pledged itself that no other demand should be made upon him, nor any kind of authority or jurisdiction exercised within the dominions assigned him, so long as he adhered to the terms of his engagements.

I deny that I ever required him to keep up a body of 2,000 horse, contrary to the declaration made to him by the Governor General and Council, on the 5th July, 1775, that there should be no obligation on him to do it.

My demand (that is the demand of the Board) was not that he should maintain any specific number of horse, but that the number which he did maintain should be employed for the desence of the general state.

I deny that Rajah Cheit Sing, was bound by no other engagements to the Company, than for the payment of

his tribute of Sicca rupees 22,66,180.

He was bound by the engagements of fealty, and absolute obedience to every order of the Government which he served. The various and repeated professions of his letters are proofs and acknowledgments of this construction of his vassalage; and his own Cabuleeat, or the instrument by which he engaged to perform the duties of his Zemindary, expresses it in the acknowledgment of the Company's Sovereignty.

I deny that Rajah Cheit Sing was a native Prince of

India.

Cheit Sing is the son of a Collector of the Revenue of that province, which his arts, and the missortunes of his master, enabled him to convert to a permanent and hereditary possession. This man, whom you have thus ranked amongst the Princes of India, will be assonished, when he hears it, at an elevation so unlooked for, nor less at the independent rights which your commands have assigned him; rights which are so foreign to his conceptions, that I doubt

whether

whether he will know in what language to affert them. unless the example which you have thought it consistent with justice, however opposite to policy, to shew, of becoming his advocates against your own interests, should inspire any of your own servants to be his advisers and instructors.

I forbear to detail the proofs of these denials: In legal propriety I might perhaps claim a dispensation from it, and require the charges to be proved, not myself disprove them; but I have already disproved them in my narrative of my proceedings at Benares, which has been long fince in your hands, and is, I hope, in the hands of the public.—So that I think it sufficient to refer, and to point out the ninth and following pages of the copy which was printed in Calcutta for a complete explanation, and I prefume as complete a demonstration of the mutual relation of Rajah Cheit Sing. the vassal and subject of the Company, and of the Compa-

ny his Sovereign.

The subject to which I now proceed, and on which I rest my fullest acquittal, is too delicate to admit of my entering upon it without requesting your indulgence and pardon for whatever may appear offensive in it; and declaring that I should have submitted in silence to the severest expressions of censure which you could pass upon me, had they been no more than expressions, and applied to real facts; but where the censures are not applied to real facts, and are fuch as substantially affect my moral character, I should be myself an accomplice in the injury, if I suffered the flightest imputation to remain, which it was in my power wholly to efface.

A breach of faith necessarily implies antecedent and existing engagements, and can only be construed such by express terms of those engagements. I have been guilty of this crime in my treatment of Rajah Cheit Sing, or of none; and I may be allowed to regret, that while you flated fuch facts as implied it, you did not in terms declare it. There is an appearance of tenderness in this deviation from plain construction, of which, however meant, I have a right to complain; because it imposes on me the necessity of framing the terms of the accusation against myself, which you have only not made, but have stated the leading arguments to it so strongly, that no one who reads these can avoid making it, or not know to have been intended.

But permit me to ask—May I not presume, that this deviation arose from something more than a tenderness for my character of feelings? that it was dictated by a confcioulnels that no fuch engagements existed; for if any such did exist, why were they not produced in support of the

charges?

Even the facts which are affirmed in the resolutions are such as must depend on some evidence; for they cannot exist independently. If the Bengal Government "pledged itself," its pledge must be contained in the written instruments, which were expressly formed and declared to define the reciprocal relation and obligation of the Rajah and

the Company.

The resolutions of your Honourable Court, as they stand unconnected in their original state, must be accepted as the conclusions from certain and established evidence; and this evidence, I must presume, you meant to produce in the long process of detailed argument which precedes them in your General Letter. This confists of pieced extracts from opinions delivered by me in the debates of Council, which not only preceded the settlement made with the Rajah Cheit Sing, when his Zemindary became the property of the Company; but, strange as it will appear, which passed on an occasion wholly foreign to it, and at a time when the Company had not obtained the cession of the Zemindary. At the point of the settlement your detail stops; had it proceeded, it must have exhibited the conditions of the settlement, which would have contradicted every fact which you have afferted, and every man of candour will believe, that this was the only reason why it did not proceed; for why are my speculative opinions on the claim made upon the Nabob Affof ul Dowlah to the cession of the Zemindary of Benares, which I thought an infringement of a treaty already fublishing with him, and upon the mode by which we should allow Rajah Cheit Sing to exercise the management of his Zemindary, when it had become the property of the Company, quoted in evidence against me, when the actual deeds which conveyed to Cheit Sing his possession of the Zemindary, and all the conditions on which he held it, were the only criteria by which my conduct towards him could be tried? The debates from which my opinions are extracted are so voluminous, and my share in them bears fo large a proportion, that it would take up much time and argument to prove what I could prove, that in their collective and relative sense they are perfectly confissent, so far as they can apply at all to my subsequent conduct; but were it otherwise, they were not to be made the rules of my conduct; and God forbid that every expression dictated by the impulse of present emergency, and unpremeditately uttered in the heat of party contention, should impose upon me the obligation of a fixed principle, and be applied to every variable occasion.

The wisdom of the Legislature has declared, that the whole collective body of the Governor General and Council should be bound by the opinions of the Majority; but the

doctrine implied in your quotation of my opinion is the reverse of that obligation, if my opinions were not conformable to those of a majority of the Board; and if they were, the acts of the Board, formed on such concurrent opinions, ought to be quoted as the rules of my conduct, not the opinions.

nions which only led to them.

Having folemnly pronounced that Rajah Cheit Sing had performed his engagements with the Company, and that my conduct toward him was " improper and unwarrantable," you proceed to fay, that " fuch further resolutions as you may think proper to come to on this important subject will be communicated to us by a future conveyance." This I cannot otherwise understand than as an indication of your intention to order the restoration of Rajah Cheit Sing to the Zemindary of Benares: It will be expected, after the judgment which you have passed, as an act of indispensible justice; and whenever this promissory declaration is made public, as it must be, if not already known, what may have been expected will be regarded as a certainty. any thing were wanting but the express notification of your intention to confirm it, the recall of Mr. Markham, who was known to be the public agent of my own nomination at Benares, and the re-appointment of Mr. Francis Fowke, by your order, contained in the same letter, would place it beyond a doubt. This order has been obeyed; and whenever you shall be pleased to order the restoration of Cheit Sing, I will venture to promise the same ready and exact submission in the other Members of your Council.

Of the consequences of such a policy I forbear to speak. Most happily, the wretch whose hopes may be excited by the appearances in his favour, is ill qualified to avail himself of them, and the force which is stationed in the province of Benares is sufficient to suppress any symptoms of internal sedition; but it cannot fail to create distrust and suspence in the minds both of the rulers and of the people,

and fuch a state is always productive of disorder.

But it is not in this partial consideration that I dread the effects of your commands; it is in your proclaimed indisposition against the first executive Member of your first Government in India; it is as well known to the Indian world as to the Court of English Proprietors, that the first declaratory instruments of the dissolution of my influence, in the year 1774, were Mr. John Bristow and Mr. Francis Fowke. By your ancient and known constitution, the Governor has been ever held forth and understood to possess the ostensible powers of Government; all the correspondence with foreign Princes is conducted in his name; and every person resident with them for the management of your political concerns is understood to be more especially his representative,

representative, and of his choice: And such ought to be the rule; for how otherwise can they trust an agent nominated against the will of his principal? or how, knowing him to act under the variable instructions of a temporary insluence, or the casual dictates of a majority, can they rely on the measures which he may propose, and which a sudden change of insluence always expected in a deviation from constitutional forms, may undo, and subject them, in every instance of their connection, to a continual fluctuation of affairs.

When the state of this Administration was such as seemed to admit of the appointment of Mr. Bristow to the Residency of Lucknow, without much diminution of my own influence, I gladly seized the occasion to shew my readiness to submit to your commands: I proposed his nomination; he was nominated, and declared to be the Agent of my own choice. Even this effect of my caution is deseated by your absolute command for his re-appointment, independent of me, and with the supposition that I should be adverse to it. I am now wholly deprived of my official powers, both in the province of Oude and in the Zemindary of Benares.

Nor will the evil stop at these lines.—My general influence, the effects of which have been happily manifested for the support of your interests, is now wholly lost, or what may remain of it sustained only by the prescription of long possession, and something perhaps of personal attachment,

impressed by the habits of frequent intercourse.

I almost shudder at the reflection of what might have happened had these denunciations against your own Minister, in favour of a man universally considered, in this part of the world, as justly attainted for his crimes, the murderer of your servants and soldiers, and the rebel to your authority, arrived two months earlier. Youwill learn by your common dispatches what difficulties Mahdajee Scindia has had to furmount in reconciling the different Members of the Maratta State to the ratification, and even when ratified, to the interchange of the treaty concluded by him in May last with this Government. I dare to appeal even to your judgment for the reply; and to ask, whether the Ministers of the Peshwa, possessing the knowledge of such a circumstance, would not have availed themselves of it to withhold their consent to the treaty, either claiming to include Cheit Sing as a party in it, or either overtly supporting his pretentions, with the view of multiplying our difficulties; or, which is most probable, waiting for the event of that change in the superior Government of Bengal, which fuch symptoms portended, before they precipitated their interests in a connection with a declining influence which they might obviously conclude would render this with

with all its other acts, obnoxious to that which succeed-

Their counterpart of the treaty is ratified, and in our actual pollession; and such is the character of the man whom we have made our principal and guarantee of it, that it will insure us against any change of sentiment which might arise, from any cause, in the breasts of his countrymen. I am happy in having been the fole instrument of the accomplishment of so great an event. It originated in a scene of universal revolt, encompassing my own person; it began with the immediate separation of the first power of the Mahratta State from the general war, and was followed by the inftant and general cessation of hostilities, in essect by a permanent peace; for I have a right now to affirm this, having positively assured you that it would prove such, while the formal confirmation of it remained so long in a state of suspence. In every progressive state of it, it has met with obstructions which might have discouraged even the most determined perseverance; in the known indisposition of the Presidency of Bombay; in the calamities of the Carnatic; in the alarming interference of the President and Select Committee of Fort St. George, by the exaggerated portrait of their affairs in a letter addressed to our Minister, and sent in circulation through the midst of Decan and Indostan; entreating him at all events, and with whatever facrifices, to precipitate the conclusion of the treaty, and fave them from destruction; but above all, in the vehement exclamations for peace from men of every description in Great Britain. To all these counteractions I have opposed the principle of firmness and defiance; and, aided by the peculiar talents and wariness, and incomparable perseverance of Mr. David Anderson, I have at length brought my wishes and yours to their destined point. Perhaps, with a less able Minister, I might yet have failed; but even the merits of his services I claim as my own; for it was my choice which called his mind into action, and my confidence that gave it its best exertion. Pardon, Honourable Sirs, this digressive exultation; I cannot suppress the pride which I feel in this successful atchievement of a measure so fortunate for your interests and the national honour; for that pride is the source of my zeal so frequently exerted in your support, and never more happily than in those instances in which I have departed from the prescribed and beaten path of action, and assumed a responsibility which has too frequently drawn on me the most pointed effects of your displeasure. But however I may yield to my private feelings in thus enlarging on the subject, my motive in introducing it was immediately connected with its context, and was to contrast the actual state of your 308

your political affairs, derived from a happier influence, with that which might have attended an earlier dissolution of it.

It is now a complete period of eleven years fince I first received the first nominal charge of your affairs; in the course of it I have invariably had to contend, not with ordinary difficulties, but such as most unnaturally arose from the opposition of those very powers from which I primarily derived my authority, and which were required for the support of it. My exertions, though applied to an unvaried and confistent line of action, have been occasional and defultory; yet I please myself with the hope, that in the annals of your dominion, which shall be written after the extinction of recent prejudices, this term of its administration will appear not the least conducive to the interests of the Company, nor the least reflective of the honour of the British name; and allow me to suggest the instructive reflection of what good might have been done, and what evil prevented, had due support been given to that Administration which has performed such eminent and substantial services without it.

You, Honourable Sirs, can attest the patience and temper with which I have submitted to all the indignities which have been heaped upon me in this long service. It was the duty of fidelity, which I effentially owed to it; it was the return of gratitude, which I owed, even with the facrifice of life, had that been exacted, to the Company, my original masters, and most indulgent patrons. To these principles have I devoted every private feeling, and perfevered in the violent maintenance of my office, because I was conscious that I possessed, in my integrity, and in the advantages of local knowledge, those means of discharging the functions of it with credit to myself, and with advantage to my employers, which might be wanting in more splendid talents; and because I had always a ground of hope, that my long sufferance would disarm the prejudices of my adversaries, or the rotation of time produce that concurrence in the crisis of your fortune with my own, which might place me in the fituation to which I aspired. In the mean time, there was nothing in any actual state of your affairs, which could discourage me from the profecution of this plan. There was indeed an interval, and that of fome duration, in which my authority was wholly destroyed; but another was substituted in its place, and that, though irregular, was armed with the public belief of an influence invilibly upholding it, which gave it a vicour scarce less effectual than that of a constitutional power. Besides, your Government had no external dangers to agitate and discover the looseness of its composition. The

The case is now most widely different.—While your existence was threatened by wars with the most formidable powers of Europe, added to your Indian enemies, and while you confessedly owed its preservation to the seasonable and vigorous exertions of this Government, you chose that season to annihilate its constitutional powers. You annihilated the influence of its executive Member; you proclaimed its annihilation; you virtually called on his affociates to withdraw their support from him, and they have withdrawn it; but you have substituted no other instrument of rule in his stead, unless you suppose that it may exist, and can be effectually exercised, in the body of your Council at large, possessing no power of motion, but an inert submission to the letter of your commands; which, however necessary in the wise intention of the Legislature, have never yet been applied to the establishment of any original plan or fystem of measures; and seldom felt, but in instances of personal favour, or personal displeasure.

Under fuch a fituation, I feel myself impelled, by the fame spirit which has hitherto animated me, to retain my post against all the attempts made to extrude me from it, to adopt the contrary line.—The feafon for contention is past.—The present state of affairs is not able to bear it,— I am morally certain that my successor in this Government, whoever he may be, will be allowed to possess and exercise the necessary powers of his station, with the confidence and support of those who by their choice of him will be interested in his success. I am become a burthen to the service. and would inflantly relieve it from the incumbrance, were I not apprehensive of creating worse consequences by my abrupt removal from it.—Such an act would probably be confidered by Mahdajee Scindia as a defertion of him in the instant of his accomplishment of the treaty, and defeat the purposes of it, which remain yet to be effected by his agency. I am also persuaded, that it would be attended with the loss of the Commander in Chief, in whose prefence alone I look for the restoration of peace to the Carnatic, which he perhaps would think too hazardous an undertaking, with no other support than that of a broken Government.—I have now no wish remaining, but to see the close of this calamitous scene, and for that I hope a few months will be fufficient.—My services may afterwards be safely withdrawn; but will still be due, in my conception of what I owe to my first constituents, until they can be regularly supplied by those of my appointed successor, or until his fuccession shall have been made known, and the interval but short for his arrival.

It therefore remains to perform the duty which I had affigned to myself as the final purpose of this letter, to de-

clare, as I now most formally do, that it is my desire that you will be pleased to obtain the early nomination of a person to succeed me in the Government of Fort William;—to declare, that it is my intention to resign your service. as soon as I can do it without prejudice to your affairs, after the allowance of a competent time for your choice of a person to succeed me;—and to declare, that if in the intermediate time you shall proceed to order the restoration of Cheyt Sing to the Zemindary, from which, by the powers which I legally possessed, and conceive myself legally bound to affert, against any subsequent authority to the contrary, derived from the same common source, he was dispossessed for crimes of the greatest enormity, and your Council shall resolve to execute the order, I will instantly give up my station and the service.

To these declarations, suffer me to add this reservation, that if in the mean time the acts of which I complain shall, on a mature revision of them, be revoked, and I shall find myself possessed of such a degree of your considence as shall enable me to support the duties of my station, I will continue in it until the peace of all your possessions shall be restored, or it shall be your pleasure to allow me to resign it.

I have the honour to be;

Honourable Sirs,

Your most obedient,

and faithful Servant,

WARREN HASTINGS.

P. S. Upon a careful revifal of what I have written, I fear that an expression which I have used, respecting the probable conduct of the Board, in the event of orders being received for the restoration of Cheyt Sing, may be construed as intimating a sense of disfatisfaction applied to transactions already past.—It is not my intention to complain of any one, but to vindicate my own character, and to state the difficulties of my situation.—Neither do I mean, by excepting one person, to cast a censure on any others: Yet I feel, in my esteem for Mr. Wheler, and in my folicitude to avoid even the imputation of reflecting unjustly on his conduct, a duty impelling me to declare, that, in my experience of it, fince the time that we were first in the habits of mutual confidence, it has been fair and honourable to myfelf, and zealous to the public; equally free from profession and subterfuge; and his support given to me, in every instance, equal to whatever claim I might have to it,

W. H.

Observations on a Letter to the Court of Directors of the East-India Company, from Warren Hastings, Esquire, Governor General of Bengal, dated at Fort William, the 20th March, 1783, interspersed with such authentic Documents, as tend to show the Grounds upon which the Directors established their Resolutions respecting Mr. Hastings' Conduct towards Chejt Sing, the Rajah of Benares.—Printed by Order of the Court of Directors, November 19, 1783.

At a Court of Directors, held on Thursday the 18th July, 1782.

RESOLVED, 1st. That it appears to this Court, that on the death of Sujah Dowlah, in 1775, a treaty was made by his successor, by which the Zemindary of Benares, with its dependencies, was ceded in perpetuity to the East-India.

Company.

Resolved, 2d, That it appears to this Court, that Rajah Cheyt Sing was confirmed by the Governor General and Council of Bengal in the management of the said Zemindary (subject to the sovereignty of the Company) on his paying a certain tribute, which was settled at Sicca rupees 22,66,180; and that the Bengal Government pledged itself, that the free and uncontrouled possession of the Zemindary of Benares, and its dependencies, should be confirmed and guaranteed to the Rajah and his heirs for ever, subject to such tribute; and that no other demand should be made upon him, nor any kind of authority or jurisdiction exercised within the dominions assigned him, so long as he adhered to the terms of hise ngagements.

Resolved unanimously, 3d. That it appears to this Court, that the Governor General and Council did, on the 5th July, 1775, recommend to Rajah Cheyt Sing to keep up a body of 2,000 horse, but at the same time declared there

should be no obligation on him to do it.

Resolved unanimously, 4th: That it appears to this Court, that Rajah Cheyt Sing performed his engagements with the Company, in the regular payment of his tribute

of Sicca rupees, 22,66,180.

Resolved, 5th. That it appears to this Court, that the conduct of the Governor General towards the Rajah, whilst he was at Benares, was improper; and that the imprisonment of his person, thereby disgracing him in the cyes of his subjects and others, was unwarrantable and highly impolitic, and may tend to weaken the considence which the native Princes of India ought to have in the justice and moderation of the Company's Government.

## OBSERVATIONS, &c.

The Court of Directors having thought proper, after the most mature deliberation, to come to sundry refolutions respecting the conduct of the Governor General of Bengal towards Cheyt Sing, the Rajah of Benares, the same were transmitted to the Governor General and Council; with several presatory paragraphs. These resolutions have produced a very extraordinary reply on the part of the Governor General, denying, in the most positive terms, the existence of the sacts on which they were founded.

As the Governor General has forborne " to detail the " proofs of these denials," notwithstanding his opinion, " that a simple denial of them would not be sufficient," his letter would probably have remained unnoticed, had not the zeal of his friends, by printing and circulating it, forced it upon the public attention. A letter calculated to bring contempt as well as an odium on the Court of Directors, for their conduct on this occasion.

This step, taken by Mr. Hastings's friends, makes it necessary, in vindication of the conduct of the Court of Directors, to bring forward such observations as naturally occur on the various affertions contained in the Governor General's letter: and in order to remove any unfavourable impressions which it may have made on the minds of the

public.

The printed letter above mentioned, is preceded by extracts from the Company's general letter to Bengal, dated the 28th of August, 1782; at the conclusion of which extracts is added the following note or memorandum.

The letter from which the foregoing extracts were taken, was figned by the two Chairs and Eleven Direc-

" tors."

It may therefore be proper, before we enter on a justification of the resolutions, to which part of the foregoing extracts allude, to state,

That for the 1st resolution there were 22 Directors

against 1.

For the 2d resolution there were 75 against 8.

The 3d resolution passed unanimously.

The 4th resolution, "That Cheyt Sing performed his

engagements, &c." passed likewise unanimously.

For the 5th resolution, after the terms of it, respecting the conduct of Mr. Hastings, had been much softened, there were 16 Directors against 7. The Governor General, in his letter respecting the said resolutions, has expressed himself in the following words:

"I deny that the Bengal Government pledged itself, that the free and uncontrouled possession of the Zemindary of Benares, and its dependencies, should be confirmed and guaranteed to the Rajah and his heirs for ever.

"I deny that the Bengal Government pledged itself,
"I that no other demand should be made upon him, nor
"any kind of authority or jurisdiction exercised within
"the dominions assigned him, so long as he adhered to the

" terms of his engagements."

Rajah Bulwant Sing, the father and immediate predecessor of Rajah Cheyt Sing, had rendered great assistance to the Company in the war between them and the late Vizier, Sujah Dowlab, Nabob of Oude. Upon the conclusion of that war, General Carnac was, on the 11th June, 1765, empowered by the President and Council of Bengal to settle certain preliminary articles with Sujah Dowlah, one of which was, to secure Bulwant Sing in the possession of his country. And by the 5th article of the definitive treaty concluded by Lord Clive at Illahabad, on the 16th August following, " His Highness Sujah Dowlah engages, in the " most solemn manner, to continue Bulwant Sing in the "Zemindaries of Benares, Gauzipore, and all those districts he possessed at the time he came over to the late "Nabob Jaffier Aly Khan and the English, on condition of " his paying the fame revenue as heretofore."

On the death of Bulwant Sing, in August 1770, his son Cheyt Sing was, at the recommendation and request of the President and Council of Bengal, invested with the government of his father's territories, on his giving a nazerannah of 20 lacks of rupees, and agreeing to an increase

of two lacks and an half in his annual tribute.

The instrument which was delivered to Cheyt Sing by the Vizier upon this occasion is called a treaty; in which are the following words: "Excepting what is included in the present agreement, nothing shall ever be demanded of you in future."——It then concludes, "In this, God, and the Prophet of God, and the Koran, are included, that between us, and our joint posterity, there will never be a variation herein."

The negociation for establishing Cheyt Sing in the Zemindary of his father, was carried on by Captain (now Colonel) Gabriel Harper.—The following passage, in a letter from him of the 8th October, 1770, to the President and Council of Bengal, giving an account thereof, points out the true line of policy which ought to have been followed by those who afterwards took the lead in that country.

try: "I will leave to the young Rajah, and others, to
"acquaint you how I have conducted myself; only thus
"much let me say, that I have kept a strict eye not to
"diminish our national honour, disinterestedness, and justice;
"which I will conclude has had a greater effect in securing
to the Company their wast possessions, than even the force
of their arms, however formidable, could do."

The settlement of the Zemindary in the samily of Bul-want Sing was deemed of such consequence to the Company's affairs, that the President and Council, in their letter to the Court of Directors of 31st of October, 1970, offer their congratulations in the following words.——" Permit us, Honourable Sirs, to congratulate you on so very happy a conclusion of an event we deem highly important to your interest." And in their letter to the Court of 24th of December sollowing, they say, "that Cheys Sing is now FULLY invested with the Government, to the entire satisfaction of every one, and is considered by the Vizier as holding that country on the same terms as his father, the difference in the revenues excepted."

The Rajah, by a letter to the Governor received the 7th of November, expressed his sense of the obligation thus conferred upon him, in the sollowing words: "The sa" vour of the English Sirdars is such, that I cannot de" scribe the smallest particle thereof, and is even every hair
of my head was a tongue, it would be impossible to ex-

" press my tense of it."

This event happened more than twelve months before Mr. Hastings succeeded to the office of President and Governor of Bengal; yet he has asserted in his printed narrative, (p. 8.) "That Cheyt Sing obtained from our instuence, "exerted by myself, the first legal title that his samily ever possessed of property in the land of which he, till then, was only the Aumil, and of which he became the active knowledged Zemindar, by a sunnud granted to him by the Nabob Sujah Dowlah, at my instance, in the month of September, 1773."

This ill-grounded affertion has been noticed here in order to shew the necessity of a careful examination of the several positive affertions in the Governor General's letter, before a decided opinion be formed of the conduct of the

Directors.

In the beginning of the year 1773, it was determined by the Council of Bengal, that their President, Mr. Hastings, should proceed to Benares, in order to obtain a personal interview with the Vizier. And in their instructions to him upon this occasion, dated 23 June, 1773, they say, We empower you to renew, on behalf of Rajah Cheyt Sing, the stipulation which was formerly made with the

Vizier in favour of his father Rajah Bulwant Sing, in consideration of his services to the Company in the year 1764."

Mr. Hastings having executed his commission, he, on the 4th of October, refumed his feat at the Board, and delivered in a report of his negociations.

These negociations, so far as they relate to Rajah Cheyt

Sing, are reported in the following words:

"No. 3, is a Persian copy of a Coulnama, or engage-" ment, which I obtained from the Vizier, confirming to \*\* Rajah Cheyt Sing and his posterity, the stipulations for-\*\* merly made in behalf of his father Bulwant Sing.— No. 4, is an English translation of it.—No. 5, a copy of the Vizier's pottah, or rent-roll, fixed with Rajah "Cheyt Sing for the year 1178, [Bengal style.] and " alluded to in the Coulnama.—No. 6, an English tran-" flation of the pottah.—No. 7, the translation of a letter " which I wrote to Rajah Cheyt Sing, as a further affur-

ance of the condition promised in the Coulnama."

"The Coulnama was executed in my presence, and " attested by me. The Vizier defired that the stipulations " made in favour of the Rajah might be executed in this " mode, rather than by an article in the treaty, and it was " equally fatisfactory to the Rajah.—I must remark that he " had already given the Rajah a Coulnama of this tenor, " foon after the death of Bulwant Sing, through the foli-44 citation of Captain Harpur, by the orders of the Select " Committee.—He could therefore have no reasonable plea "to refuse the confirmation of it. Nevertheless he feem-" ed to think his former act of so little validity, that he " pressed me, in very earnest terms, for my/consent that " he should disposses the Rajah of the forts of Luteefgur, " and Bidjygur, and take from him 10 lacks of rupees over and above the stipulated rent; and he seemed greatly dis-" fatisfied at my refusal. He argued, that the treaty of " Illahabad related to Bulwant Sing folely, and was never "meant to extend to his posterity. I confess the letter of the treaty expresses no more, yet I cannot conceive that either the Rajah or Lord Clive, when a treaty was " made, could have intended it in that sense. It has cer-" tainly been differently understood, both by the Company " and by this administration; and the Vizier himself had " before put it out of all dispute by the solemn ast passed in " the Rajah's favour, on his succession to the Zemindary. I am well convinced that the Rajah's inheritance, and perhaps his life, are no longer fafe than while he enjoys the " Company's protection, which is his due BY THE TIES OF 46 JUSTICE, AND THE OBLIGATIONS OF PUBLIC "FAITH; and which policy enjoins us to afford him ever" most effectually." His country is a strong barrier to curs, without subjecting us to any expences, and we may depend upon him as a fure ally, whenever we may " fland in need of his fervices."

In the translation of the Coulnama given by Sujah Dowlah to Rajah Cheyt Sing, which was laid before the Council by Mr. Hastings, are the following passages:-46 Exclusive of the jumma [Amount of the tribute] speci-" fied in the Cabooleat, no increase shall ever hereafter be demanded. By the word of God, and the holy Koran, and of the bleffed Imaums, this agreement is made between me and my beirs, and you and your beirs, and it " shall never be deviated from."

The pottah fixes, the tribute at rupees 22,48,449; and concludes in this manner: " By the favour of God there

" shall never be any deviation from this agreement."

The paper, No. 7, referred to in the before mentioned report, which is a translation of a letter from Mr. Hastings to Rajah Cheyt Sing, as a farther affurance of the conditions promised in the Coulnama, is as follows:

" From the Governor to Rajah Cheyt Sing.

44 At this time, the Vizier of the empire having given 46 you an agreement under his hand and feal, which I have countersigned, and also affixed my seal to; it is necessary, that, conformably thereto, and according to the treaty 66 concluded at Allahabad by Lord Clive, and the Vizier, 46 respecting Rajah Bulwant Sing, your deceased father, " you, with the greatest cheerfulness, pay to the Vizier the rent thereby established, in which case the Company will always attend to your welfare, and afford you their care and protection; and in the agreements afore-mentioned, \* there shall never be any breach or deviation."

Such was the relation in which Rajah Cheyt Sing stood to the Company, previous to the Sovereignty of Benares being transferred to them, upon the succession of Asoph ul

Dowlah to the Subahship of Oude.

Mr. Hastings' idea that the rights of Cheyt Sing were established, even before the Company were the guarantee for the performance of the agreement between him and the Vizier, is clearly expressed, by his refusal to permit the Vizier to dispossess the Rajah of the forts of Luteefgur and Bidjygur, and to take from him to lacks of rupees over and above the stipulated rents.—But when Mr. Hastings, on behalf of the Company, became himself the guarantee of a treaty, which confimed the Zemindary to Cheyt Sing and his heirs for ever, under a certain fixed tenure, how much more was the Company's protection due to the Rajah, " by the ties of justice and the obligations of public « faith!"

E`ven

Even after the death of Sujah Dowlah, and immediately preceding the transfer the Sovereignty of Benares, the Resident at the Court of the new Vizier was equally sensible of the rights of the Rajah, as appears by the following extract of a letter from him to the Governor General, dated 14th of April, 1775.

"I quoted (to the Vizier) the treaty subsisting between the late Vizier and Rajah Cheyt Sing, and their beirs respectively, of which the Company were the guarantees.

So long as the Rajah paid his kifts when they became due, his Excellency on his part could not demand either an

44 increase of rent or sums in advance."

And on the very eve of the conclusion of the treaty with Asoph ul Dowlah, the young Vizier, Mr. Hastings stept in between him and the Rajah to shield the latter from the unjust demands of the former, notwithstanding if the money had been received from the Rajah, the Vizier had promised to pay it to the Company, in part liquidation of his debt. On that occasion the Rajah wrote a letter to Mr. Hastings, which he received on the 13th of May, 1775, expressing his acknowledgments in the following words: "I have been honoured with your friendly letter, informing me, that, agreeable to my defire, you have written " to the Nabob Asoph ul Dowlah, to desist from his demand of six lacks of rupees in advance." It concludes, " May" "the Almighty grant you a long continuance of every " bleffing which the world can afford for your kindness to 66 me on every occasion, who have no other dependance " but on your favour!"

Having thus shewn the connection between Rajah Cheyt Sing and the Company, previous to the Sovereignty of Benares being transferred to the English, and the unalterable tenure by which he held his Zemindary under the Vizier, it is proper to examine the proceedings of the Governor General and Council, which led to the treaty with the successor of Sujah Dowlah, by which that Sovereignty

was vested in the Company.

In doing this, it is impossible to separate the simple negotiation for obtaining the Sovereignty of the Zemindary from the terms upon which the Rajah was to hold it under the Company; for so far from the latter subject being, as Mr. Hastings has afferted in his printed letter, "wholly foreign to the former," it will be seen they are so blended together, that they cannot, nor indeed ought not, to be separated.

The death of Sujah Dowlah happened in the beginning of February, 1775; and it having been agreed by the Bengal Council, on the 13th February following, that a new treaty should be executed with Asoph ul Dowlah, his

fon and fucceffor, the Governor General proposed, "That each Member of the Board should deliver in his sentiments of the conditions to be required or acceded to for the new treaty; observing that not having himself sufficiently considered the subject in the latitude which has been given to it by the foregoing resolutions. The re-

"folutions here spoken of related only to the Vizier.] he wishes to prepare what he may have to offer himself."

Upon which it was "Resolved, to adjourn unto the evening, that every Member may prepare his ideas on the

" fubject."

But how has Mr. Hastings spoken of the cool and deliberate opinion which he prepared in consequence of the preceding resolution, when he afterwards saw that opinion quoted by the Court of Directors? "God forbid (says he) that any expression, dictated by the impuse of present emergency, and unpremeditately uttered in the heat of party contention, should impose upon me the obligation of a fixed principle, and be applied to every variable occa-

So far from its being the intention of the Board, that their opinions in this business should be considered as mere words passed in debate, it will be presently shewn, that even in this impersect stage of it, they desired the attention of the Court of Directors to those very opinions; nor was it possible for the Court to consider them in any other light than as the deliberate sentiments of each individual Member, which were hereafter to be so modified, as to meet the general concurrence.

The Board being assembled in the evening, the Members delivered in their separate opinions in writing; so far as those opinions relate to the Province of Benares they

are here subjoined.

Mr. Francis's Opinion,

"The Zemindary of Benares is to be made dependant as a fief on the united kingdoms of Bengal and Bahar; and the tribute, lately paid by the Rajah to the Vizier, to be paid to this Government.

"The present Rajah of Benares to be confirmed in the "Zemindary, which may be perpetuated in his samily.

" under a fixed annual tribute, and a fixed fine at each fu-

ture investiture; a free trade to be opened between these provinces and his country.—The Rajah's authority in his

" own Government to be left free and uncontrouled."

Mr. Barwell's Opinion.

The independency of Gauzepoor on Oude is a great

political object, and ought to be infifted on; and whatever may be resolved respecting the revenue paid by the

46 Rajal

## Papers relating to Charge III. Parts 1, 2, and 3.

Rajah of that country, the English Government ought not to stand in the same relation to it as the late Vizier; because the country of Benares and Gauzepoor is a natural barrier to these provinces; and the Rajah should have the strongest ties of interest to support our Government, in case of any suture rupture with the Soubah of Oude. To make this his interest, be must not be tributary to the English Government; for from the instant he becomes its tributary, from that moment we may expect him to side against us; and by taking advantage of the troubles and commotions that may arise, attempt to disburthen himisels of his pecuniary obligations."

Colonel, Monfon's Opinion.

"We should require that Cheyt Sing's Zemindary be annexed to the Subahship of Bengal, or Bahar, or to both."

General Clavering's Opinion.

"That the Zemindary of Benares and Gauzepoor shall be held by Cheyt Sing, off the Company, instead of the Subah of Oude.

"The Nabob to relinquish to the Company the So"vereignty of Benares and Gauzepoor, to be held, as at present, by Cheyt Sing, on his paying his tribute to the Company.

"In order to attach this Rajah to the Company, his tribute ought to be diminished, at least three lacks of ru-

Governor General's Opinion.

That the perpetual and independent possession of the Zemindary of Benares, and its dependencies, be confirmed and guaranteed to Rajah Cheyt Sing, and his heirs, for ever, subject only to the annual payment of the revenue hitherto paid to the Vizier, amounting to rupees 23,71,656. 12, to be disposed of as expressed in the following article: that no other demand be made upon him, either by the Nabob of Oude, or this Government, nor any kind of authority or jurisdiction exercised by either, within the dominions assigned him.

"2d. That an equal partition be made of the revenue of the Zemindary of Benares, between the Company and the Nabob of Oude; that is to fay, that the Rajah fall pay monthly to each the fum of rupees 98,823, 2.9.; amounting, on the whole, to rupees 23,71,656. 12, per annum; that this participation be expressly declared to be intended as a pledge and acknowledgment of the equal relation in which the Rajah and his successors are hereafter to stand to both Governments."

The Governor General's observations upon his own propositions, are as follow:

I 4. Observation

120

Observation on the First Proposition.

The Rajah of Benares, from the situation of his Country, which is a frontier both to the provinces of Oude and Bahar, may be made a serviceable ally to the Company, whenever their affairs shall require it. He has always been considered in this light, both by the Company and the successive Members of the late Council; but to infure his attachment to the Company, his interest must be connected with it, which cannot be better effected, than by freeing him totally from the remains of his present vassage, under the guarantee and protection of the Company; and at the same time guarding him against any apprehensions from this Government, By Thus Pledger Ing Its faith, that no encroachments shall ever be made on his rights by the Company."

Observation upon the Second Proposition.

"I propose this article with some reluctance, as contrary to my idea of the right of the Nabob of Oude, in virtue of his agreement originally formed between his father and the Company; but it is conformable to the principle adopted by the Board on the resolutions passed this morning, and may perhaps be obtained without much opposition from the Nabob; at the same time that it contributes to fix the independency of the Zemindary of Benares on the most permanent foundation."

These various written opinions were ordered to lie for the consideration of the Board.

Before it was stated what were the final resolutions of the Board upon this important subject, it is necessary to remark that the establishing the independency of the Rajah of Benares (whether he was to hold his country under the Sovereignty of the Vizier, or the Company, or both) was a point in which there was no difference of opinion. It was a great political arrangement. A mere glance at the map will at once shew the wisdom of such a policy, and how much it was for the good of the Company to bind the Rajah to their interests, on conditions that were not to be altered or varied.

That all these opinions might be duly weighed by every Member, the Board did not resume the consideration of them 'till the 3d of March. In the intermediate space, the Governor General and Council wrote to the Court of Directors, on the 24th of February, that as the subject then under consideration was " of great magnitude and importance, they had chosen to enter upon it in Council, with all the Deliberation which it requires." " The ideas of the different Members," (say they) " will appear in the

<sup>\*</sup> Which relate only to the Vizier.

"consultations referred to in the margin; they are not given in as conclusive opinions, but as sentiments subiect to be canvassed, modified, and corrected, and tending only to throw light on the subject, before the final determination of the Board; when that determination takes place, you shall be duly advised." Yet these opinions, so deliberately given, and to which the attention of the Court of Directors is thus particularly drawn, even before they became final resolutions, are interpreted by Mr. Hastings, in his letter, as expressions "unpremeditately uttered in the heat of party contention." And the Board in their subsequent letter to the Court of the 24th March, say,
The subject was agitated in Council with every degree of attention and circumstantial discussion which its consequence demanded."

On the 3d of March, 1775, as has been before observed, the Board resumed the consideration of the separate Minutes delivered in by each Member on the 13th February. And among other leading points, relative to the proposed treaty with the young Vizier, the Governor General proposed the following question.

"Whether it should be made a condition of the new treaty, that Rajah Cheyt Sing should exercise a free and independent authority in his dominions, subject only to the

" payment of his tribute."

"Mr. Francis. Yes. "Mr. Barwell. Yes

" Col. Monfon. No, I think not, as I fee no advantage in it for the Company's interest.

"Gen. Clavering. Provided he pays his tribute to the Company, I think it should be rendered independent.

4 The Governor General. Yes."

Here is a folemn resolution of the Board, with only one differient voice, that Rajah Cheyt Sing should exercise a free and independent authority in his own dominions, subject only to the payment of his tribute. And on the 24th of the same month, the Board acquainted the Court of Directors with their having resolved, "That the Rajah of Gauze-" poor should be rendered totally independent, and be left to exercise a free authority in his own dominions, subject only to the payment of his tribute."

The general terms upon which Cheyt Sing was to hold his Zemindary, whether under the Sovereignty of the Vizier, or the Company, or both, being thus fettled, the next question proposed by the Governor General was as

follows:

Whether it should be made an article in the treaty, that, in consideration of the engagements to be entered into by this Government, to guarantee the possessions of the

"the Nabob of Oude, as before resolved, he shall cede and make over to the Company the whole, or any part of

" the tribute due from the Zemindary of Gauzepoor?"

And the feveral Members of the Board having given their opinions thereon, it was resolved, "That a demand be made (of the Vizier) for the tribute of Gauzepoor, but that it be not considered an absolute and indispensible article in the negociation with the Nabob."

On consultation the 8th of March, is entered another Minute of Mr. Francis upon this business, in which is the

following clause:

of Benares, my meaning was to adhere strictly to the third paragraph of my Minute of the 13th of February. The Zemindary may be perpetuated in his family, on fixed and unalterable conditions. The conditions I propofed tend to secure us a great accession of revenue, without any accession of territory. It is highly for his own advantage to be considered as a vassal of the Sovereign of these kingdoms, holding a great hereditary sief by a fixed tenure, and acknowledging the Sovereign of Bengal and Bahar to be his Lord Paramount."

At length the new treaty with the Vizier was finally fettled; by the fifth article of which the Sovereignty of Benares, and its dependencies, was ceded in perpetuity to the Com-

pany.

The Sovereignty of Benares being thus transferred to the Company, the Governor General, on the 12th June, 1775, laid before the Board the following Minute and Obfervations for their confideration, with this preface:

"The Sovereignty of the Zemindary of Benares, and its dependencies, having been ceded in perpetuity to the Honourable Company, by the fifth article of the treaty lately formed with the Nabob Asoph ul Dowlah, it becomes immediately necessary to determine in what manner this right shall be exercised, and the regular payment

of the revenue due from the Rajah secured."

The Governor General then moved, that this subject be taken into the consideration of the Board; and submits to their correction and approval, the following plan of settlement with Rajah Cheyt Sing, to be observed until the pleasure of the Company respecting it shall be known; declaring his readiness to acquiesce in any other which may be proposed, on terms by which more effectual provision may be made for the interest of the Company, without an encroachment on the rights of the Rajah, or the engagements actually subsisting with him."

Before the recital of the Governor General's plan of fettlement, it is necessary to remark, that though the Sovereignty reignty of Cheyt Sing's territories was removed into other hands, yet his known and established rights in those territories had undergone no change whatever. They are here acknowledged to exist in as sull and compleat a manner as when the Vizier was his Sovereign, and the subsisting engagements are allowed to remain in full force and virtue. The nature of those just rights, and the actual extent of those engagements, here recognized by the Governor General, may be ascertained by the several instruments already referred to, and by the construction put thereon by the Governor General, in his several interserences to prevent more being taken from the Rajah than the amount of his tribute.

But to proceed in the recital of the Governor General's

propositions, with his observations thereon.

#### PROPOSITIONS.

" 1st, That Rajah Cheyt " Sing shall pay into the " Treasury of the Honour-44 able Company at Patna, " in equal monthly pay-" ment, the yearly revenue " of 22,48,449 Sonaut ru-" pees, being the fum fet-" tled with the late Nabob 46 Sujah Dowlah, and con-" firmed by an agreement, executed by the same Nabob, in " the presence of the President " of the late Council of Fort 14 William, at Benares, under " date the 6th September, " 1773."

#### OBSERVATIONS.

" There is no Question "that the Rajah can well " afford to pay his propor-" tion of the rents of his " Zemindary; which con-" fifts of as rich and well cul-" tivated a territory as any s district perhaps of the same extent in India. The " Company have a clear and " indisputable right to this " fum, nor is it likely that " he will either contest it, or " defire any remission of it. "Besides, the other condi-" tions proposed in this plan " will virtually prove both " an augmentation of his " means, and a diminution " " of his real payments to "Government, as will be " hewn in the remarks on " the last article. It is pro-" posed to receive the pay-" ment of his rents at Patna, 44. because that is the nearest " provincial station, and be-" cause it would not frus-44 trate the intentions of ren-" dering the Rajab independ-" dent. If a Resident was " appointed, to receive the money as it became due at " Benares,

"2d. That the Rajah fhall be empowered to exercise a complete and uncontrouled authority over his Zemindary, under the acknowledged Sovereignty of the Company; in the Government of the country dependant on him; in the collection of the revenues; and in the administration of justice."

OBSERVATIONS. " Benares, fuch a Resident 45 would unavoidably acquire " an influence over the Ra-" jah, and over his country, " which would in effect re-" der him the Master of " both. This consequence " might nòt perhaps be " brought completely to pais " without a struggle, and " many appeals to the Coun-" cil, which, in a Govern-" ment constituted like this, " cannot fail to terminate " against the Rajah; and, " by the construction to " which his opposition to the " Agent would be liable, " might eventually draw on " him fevere restrictions, " and end in reducing him " to the mean and deprayed " state of a mere Zemindar." The advantage " which the Rajah will re-" ceive from these conces-" fions, exclusive of the gratification which his pride " would obtain from the pof-" session of a state of power and dignity, unknown to " any of bis ancestors, and the " fecurity of his person and " possessions, from the Com-" pany's protection, may be " rated equal to many lacks " of rupees; which, though " faved to him, are no loss to the Government on " which he depends; being " all articles of invisible ex-" pence in fees to the Mini-" sters and Officers of the " Nabob: in the charges of is a double establishment of " Vackeels to both Govern-" ments; in presents and " charges of the accommo-

" dation

OBSERVATIONS. " dation to the Nabob; dur-" ing his refidence at any " place within the bounda-" ries of his Zemindary; in 44 the frauds, embezzie-" ments, and oppressions " exercised in the Mint, and "Cutwally, besides the al-" lowed profits of those Of-" ficers; and the advantages " which every man in oc-" cafional power, or in the " credit of it, might make " of the Rajah's known " weakness, and the dread " he flood in, both of the "displeasure of the Nabob. " and the ill-will of indivi-" duals among the English, " who were all confidered, " either in their present sta-" tions or connections, or "the right of fuccession, as " members of the State of " Bengal. It would be scarce " possible to enumerate all "the inconveniencies to " which the Rajah was li-" able in his former situation; " or to estimate the precise " effect which they produ-" ced on his revenue, and " on the gross amount of his " expences; but it may be " eafily conceived, that both " were enormous, and of a " nature the most likely to " lessen the profits of Go-" vernment, instead of ad-" ding to them." "3d. These offices have

"3d. That funnuds be granted to the Rajah, efpecially conferring upon him the power of appointing Officers to the charge of the Catwally, and the Mint of Benares;

" the

been confidered as marks of fovereignty; at least this thas ferved for the pretext to with hold them from the Rajah, to whom they have been a heavy griev-

4ª ance.

\*\* the latter to be subject to fuch orders and regulations as the Governor General and Council shall at any time think it proper to decree."

#### OBSERVATIONS.

" ance. The Catwally e-" fpecially, which being held in farm, and exercised " under the authority of a " Prince, who had no inte-" terest in the welfare or " ease of the people, has " always been represented, " as in its obvious tendency "it could scarce fail to prove, " a fource of the worst cor-" ruption and oppression, " from which there was no " appeal. If there be any " weight in the plea for re-" ferring these prerogatives "to the Company, the " grant of them to the Rajah himself, by special " funnuds, will be a fuffi-" cient expression of their " fovereignty; although the " solemn renunciation of it, " already made by the Na-" bob of Oude, is the best " and most valid charter un-" der which it can be claim-" ed; and while they have " three brigades, and a full " treasury to affert it, there " is no fear that their rights "to it will be opposed by " reasonings drawn from " implied fymbols of domi-" nion. Some regulations " will be immediately necef-" fary for the Mint, and " others may occasionally " become fo. No alteration " should be made in the " weight or alloy of the coin to be debased, and the Rajah himself hold his " right to the Mint, on " condition of his faithful " observance of these rules. "By the custom of Benares, 44 all rupees struck in the " Mint

OBSERVATIONS. " Mint are called Siccas, " and pass as the current " coin of the country for " one year, after which they " are charged with a batta, " varying from 2 to 31 per " cent. according to their " dates, and pals under the " denomination of Sonauts, " or Gawker Shakees. It is " in these species that the " rents are payable to Go-" vernment; and while they " continue of equal and " proper qualities, they may " be introduced into circu-" lation in the province of " Bahar, without loss to the " Company, and with an " advantage to the collec-"tions. But the greatest " care ought therefore to be " taken, that the rupees be " not debased; for if they " are, they will occasion a "double loss on the Com-" pany, by the immediate " discount on them in the " treasury, and by a false " currency introduced into " the revenue.

"I rather propose this for consideration than recommend it; such a body of well-disciplined and wellappointed cavalry will give credit to the Rajah, and may prove serviceable to this Government, though the occasions will rarely happen in which we shall want it; the additional pay will make them our own when we do want them, and will be no great expence."

4th. That in return of for these concessions, and " for the performance of his " duty as a vassal to the " Company, the Rajah shall " engage to maintain in " constant pay, and ready s at all times for immediate " fervice, a body of 2,000 " horse, on such a fixed " establishment as shall be \* prescribed by the Gover-" nor General and Council; " and that whenever the fervice of this corps shall " be required by the Gover-" nor General and Council.

cil, it shall be configned to the command of such Officer or Officers as they shall appoint, and be altiqued from the Company an additional pay or gratuity of fifteen rupees per month, for each private man, and in proportion for the Officers of the said corps, during the time of such service."

"5th. That while the Rajah shall continue faithful to these engagements, and punctual in his payments, and shall pay due obedience to the authority of this Government, no more demands shall be made upon him by the Honourable Company, of ANY KIND, or on any pretence whatsoever shall any person be allowed to interfere with bis authority, or disturb the Peace of his country."

# ÓBSERVATIONS.

"The voluntary restraint " laid by Government on " its own actions will afford " the Rajah the greatest con-" fidence, and naturally in-" fpire him with fentiments " of fidelity and attachment; " both from the principles " of gratitude and felf-inte-" rest. Without some such " appearance,' he will ex-" pect, with every change " of Government, additional " demands to be made upon " him; and will, of courfe, " descend to all the arts of " intrigue and concealment " practifed by other depen-" dent Rajahs, which will keep bim indigent and weak, se and eventually prove hurt. se ful to the Company. proper encouragement and " protection, he may prove " a profitable dependent, a " useful barrier, and even a " powerful ally to the Com-" pany; but he will be nei-" ther, if the conditions of his connection with the Comsh pany are left open to Fu-"TURE VARIATIONS."

On

The foregoing minute was ordered to be circulated to the Members of the Board, for their more attentive perusal and deliberation.

## Papers relating to Charge III. Parts 1; 2, and 3. . 129

On the 5th July, the Board re-confidered the Governor General's minute and plan proposed for a settlement with The 1st, 2d, and 3d articles were, Rajah Cheyt Sing. with some alterations, agreed to.

Upon the 4th article being read, several opinions were

delivered in, of which the following are extracts:

Mr. Francis.—" I object to our compelling the Rajah to " keep up an extraordinary force for our service, considering it in effect as an encrease of the tribute; which is " centrary to the principles which have guided my judga

ment from the first outlet of this negociation."

Mr. Barwell.—" I am of opinion, that the Rajah " should keep up such a body of forces; but entertain the fame fentiments with Mr. Francis, respecting its being an enhancement of his tribute, and of any degree of com-" pulsion to induce him to do it."

Colonel Monson.-" I am of opinion. the Company 44 should receive the Rajah's assistance on the same terms

he gave it to the Vizier, or the present Nabob."

General Clavering.—" I would not compel the Rajah to 46 keep up any troops, but I would recommend it to him to " maintain the number which the Governor General has " proposed.".

Governor General.—" It was far from my intention to or propose this or any other article to be imposed on the Raiah by computsion, I only proposed it as an article of

" speculation."

"Upon which the Board resolved, That it be recom-" mended to Rajah Cheyt Sing to keep up a body of 2,000 " cavalry, to be disciplined after the European manner, but that there be no obligation on him to do it."

There was fuch a perfect unanimity in the Board respecting the 5th article of the Governor General's propositions. that all which is recorded respecting it is in these few words:

" Read the 5th article; approved the proposition in this " article."

But as this article is the most material of the whole, a ready excuse will be made for repeating it in this place.

" Resolved, That while the Rajah shall continue faith-" ful to these engagements, and punctual in his payments, " and shall pay due obedience to the authority of this "Government, no more demands shall be made upon bim, by " the Honourable Company, of ANY KIND; or on any pre-"tence whatfoever shall any person be allowed to interfere " with his authority, or to disturb the peace of his country."

Such were, in general, the terms on which Rajah Cheyt Sing was to hold his Zemindary, and by a faithful adherence to which, on his part, the Company were bound to abide by them on theirs.

Some subsequent arrangements were made for ascertaining the exact amount of his tribute, which was finally settled at Sicca rupees 22,66,180, and the royalties of the Mint, of the Administration of Justice, and of the Police, were asterwards settled upon him.

But Mr. Hastings is by no means willing to consent, that. in the examination of the rights and privileges which were possessed by the Rajah, any reference should be made to the instruments which passed between him and Sujah Dowlah in 1770, and those of 1773, between the Rajah, the Vizier, and the Company, previous to the Sovereignty of Benares being transferred to the latter; or to the opinions of the several Members, and the resolutions of the Board in consequence, which was taken subsequent to such transfer; or to the folemn declarations which were made to the Rajah on his investiture. He wishes these to be buried in oblivion, and only defires to apply to the deeds which passed in consequence of those resolutions, and has accordingly pointed out the oth and following pages of his narrative, printed in Calcutta, in which reference is made to the funnud, the pottals, and the cabooleat, dated the 15th April, 1776.

But before we proceed to speak of these deeds, every one would naturally suppose that they contained the substance of the Board's resolutions, which were to serve as instructions to those employed in preparing the deeds; otherwise the deliberations of the Board were a mere solumn mockery; or the sunnuds might as well have been made out immediately on the treaty being concluded with Asophul Dowlah, and the terms of these sunnuds left for suture

discussion.

That it was at one time the intention of the Board to make the funnuds accord with their own resolutions, as they ought to have done, appears evidently from the follow-

ing minute of Council, 26th February, 1776.

"Ordered, That the Sccretary do prepare a draft of separate sunnuds for the Zemindary and Cutwalla of Benares and Jaunpore, also of the Mint of Benares, in
the usual form, expressing the conditions already resolved on,
in the several precedings of this Board." On the same
day a letter was written to the Resident, wherein, after
mentioning the terms of the remittance of the Rajah's
tribute to Calcutta, they inform him "that they have ordered proper sunnuds to be prepared, specifying the
dabove, as well as the several other conditions which bave
already been agreed to, and shall forward it to you to be
delivered to the Rajah." And in their letter to the
Court of Directors in the Secret Department of the 20th
of the following month, they again explain the terms of

the remittance, and fay, "that a funnud for his (Cheyt

see Sing's) Zemindary shall be furnished him on these, and the conditions before agreed on."

It is therefore plain, not only from the reason of the thing, but from the Board's own sense of the matter, that the written deeds ought to have contained the precise terms on which it was agreed that Cheyt Sing should hold his Zemindary; and the resolutions of the Board, and the sunnud, should have been, as nearly as possible, counter-parts of each other.

Indeed it is confessed, by one of the Members of the Board (Mr. Francis) that "the terms which were originally agreed to give the Rajah, and which he consented to, were made the fundamental tenure by which he held his

" Zemindary."

Why, therefore, the deeds were not made conformable to the refolutions; why they even fell short of the sunnuds granted to the Rajah by the Vizier, to which the Company was the guarantee, notwithstanding the avowed policy of the Bengal Government, to render him more independent than he was before, is difficult to conceive.

As the Governor General's narrative has been long fince in the hands of the public, where the funnuds, &c. by which Cheyt Sing held his Zemindary, are faid to be contained, it is necessary, in this place, to compare them with

those held by the Rajah under the Vizier.

It has already been feen, that Mr. Hastings was the guarantee of the former sunnuds; and that upon the Sovereignty of Benares being transferred to the Company, it was clearly understood, that in the suture plan of settlement with the Rajah, no encroachment was to be made on his just rights, or the engagements actually subsisting with him.

In the coulnama given by Sujah Dowlah, in 1773, are the following words: "No increase shall ever after be de"manded." In the sunnud given by the Company, in

1776, thefe words are omitted.

In the Pottah of 1773, is the following fentence: "By "the favour of God, there shall never be any deviation in "this agreement." In that of 1776, this sentence is omitted. And the Governor General's letter to Cheyt Sing, in 1773, concludes thus: "In the agreements before mentioned, there shall never be any breach or deviation." Whether there were any variations in the Cabooleat, cannot be ascertained, for if, in 1773, Cheyt Sing executed such an instrument, it is not entered on the records.

Having pointed out these variations, it is necessary to answer an objection, that, to the uninformed, seems naturally to arise out of the subject, viz. That though the K 2

fpirit of the several resolutions of the Board is not incorporated with the actual deeds, as it ought to have been; yet, as Cheyt Sing was ignorant of those resolutions, he was bound by the terms of the sunnuds, after he had accepted them, notwithstanding their deviation from the genuine intent and meaning of the Council, as expressed in those resolutions.

They who suppose that these resolutions were confined to the narrow limits of the Council Chamber; and that they remained locked up in the silent repositories of the other records, are much mistaken. Cheyt Sing was fully acquainted with them. And by whom? By the Governor General and Council themselves. For in their instructions to the Resident (Mr. Fowke) at the Rajah's Court, which were dated the 24th August, 1775; not much above a month after the resolutions passed, are the following words, viz.

"It will be proper to assure the Rajah, that we do not mean to encrease his tribute, but to require from him the

es exact sum.

That under the acknowledged Sovereignty of the Company, we are determined to leave him the free and uncontrouled management of the internal Government of his country, and the collection and regulation of the revenues, so long as he adheres to the terms of his engagements; and will never demand any augmentation of the annual

" tribute which may be fixed.

"As we deem it very essential that the Rajah, for the protection of his Zemindary, should maintain a body of regular troops, we would strongly recommend to him the keeping in constant pay, and ready at all times for service, 2,000 horse, disciplined and clothed after the European manner. We cannot authorize you to infift upon this article. However, as it appears so obvious for his own interest, we doubt not but he will readily agree to it; and it must be lest to his option to keep up, or reduce his present military establishment in consequence: and as an inducement we will agree, whenever we may find occasion to call for the assistance of this corps, or any part of it, we will pay a gratuity of 15 rupees per menth for each private man, and in proportion for the officers, during the time that they may be in our employ."

But the Board were not fatisfied with instructing their Resident to make the before-going representation; they resolved that a letter should be written by the Governor General himself, to Rajah Cheyt Sing, to be delivered to

Mr. Fowke, the Resident, with his credentials.

The following is extracted from it.

"The Board being willing to continue the grant of the Zemindary to you, in as full and ample a manner as you possessed it from the former Sovereigns, and upon the fame terms, on your paying the annual tribute, &c."

This letter also mentions, that sunnuds for the grant of the Mint and Cutwally would be hereaster transmitted; and concludes, "the other sources from which the Nabob "of Oude drew a revenue, will also be granted you, that "you may possess an uncontroused and free authority in the

regulation and government of your own Zemindary."

It will plainly be seen, that these letters were written in the very spirit of the resolutions of the Board. Indeed, those resolutions were afterwards considered by Mr. Francis (consultation 28th of September, 1778) as "the voil luntary and fundamental engagements of the Government it
"Indeed, those resolutions were afterwards considered by Mr. Francis (consultation 28th of September, 1778) as "the voil luntary and fundamental engagements of the Government it
"Indeed, those resolutions as "the voil luntary and fundamental engagements of the Government it
"Certain acts of their own." But with regard to the original instruments which passed between the Rajah and the Company, it is impossible to say whether they did, or did not, accord with those resolutions.

The deeds which Mr. Hastings has produced in his narrative, are dated the 15th of April, 1776, and made out in consequence of the Sovereignty of the Mint and Cutwally being vested in the Rajah; whereas the original ones for the Zemindary were signed by the Board on the 4th of September, 1775, as appears by the following minute of Council on that day, made in consequence of an information from the Secretary, that he had prepared the sunnuds for Rajah Cheyt Sing.

"Agreed, I hat the funnuds, pottah, and coulnama; be now figned and transmitted to Mr. Francis Fowke."—And on the 20th of November following, the Court of Directors were acquainted, "that Rajah Cheyt Sing had been invested with the funnuds for his Zemindary, and

" a Kellaut in all proper forms."

Mr. Hastings has complained to the Court, that at the point of the settlement their detail stops. The detail was necessarily stopped here; for the sunnuds, &c. which passed upon the investiture, are not entered upon the Company's records. And it is fair to suppose, that these instruments agreed exactly with those which Cheyt Sing received from the Vizier in 1773; for in his letter to the Governor General, entered on the Persian correspondence of the 1st October, 1775, he himself points out, that the Kellaut, with which he was to be presented on his new investiture, is not of the same kind as that which he received from the late Vizier on the like occasion; and in consequence thereof, the Board, in their letter to the Resident, of the K3

11th of October, "defire him to make enquiry respecting 44 the nature of that Kellaut, and invest him with one of the se same fort, on the part of this Government, instead of that

which they formerly described to him."

The impossibility of the Court's referring to the original deeds which passed at the settlement of the Zemindary on Rajah Cheyt Sing being clearly shewn, as well as the probability that those deeds were similar to what he received from the Vizier; we shall proceed to observe on the new funnuds, which were passed several months after the settlement and investiture in 1775.

On the 15th of April, 1776, the Secretary informed the Council, "that having prepared the funnuds and pottah for Rajah Cheyt Sing's Zemindary, he begs leave 46 to lay them before the Board, with copy of an obliga-46 tion to be executed by him for the remittance of his tribute:" the Board then figned the former, and ordered all three to be transmitted to the Rajah.—These instruments Mr. Hastings has annexed to his narrative, and has referred to them in his letter.

But one material piece of information respecting them. Mr. Hastings has thought proper to withhold; viz. That the Rajah declined the acceptance of the sunnud and pottah, and

objected to the execution of the cabooleat.

The Resident states to the Board the Rajah's objections to them, in his letter of the 17th of July, one of the principal of which was to the clause of the funnud and cabooleat, by which the former funnuds are declared to be null.

The Rajah was sensible of his rights, and afferted them. The Board were not at this time disposed to infringe those rights; having, according to the Governor General's expression, " A full treasury;" but immediately (29th July) ordered the Secretary to prepare a new funnud and pottah, omitting the sentence declaring the farmer sunnuds to be null. These deeds were delivered to the Rajah, and the others, which he objected to, as well as those originally delivered to him, were received back and returned to the presidency.

Notwithstanding the before-mentioned transaction, the Governor General has printed the funnud of 15th April, without the alteration; and the words, " all former funnuds 46 to become null and void," are suffered to remain in the instrument, which the Governor General has referred to

as the actual agreement.

With regard to the cabooleat, on which Mr. Hastings has laid so much stress, it was not possible for the Court of Directors to gain any information from that, for it is no where entered upon the Company's records; and the Go-

vernor General's narrative is the only place in which it is to be found.

As it clearly appears that there were three fets of grants executed, though only one feems to have been necessary, and one only actually subfifting, it is proper here to recapitulate the various circumstances of these transactions. On the 24th August, 1775, the Board ordered the necesfary funnuds to be prepared for Cheyt Sing's Zemindary. On the 4th September they were figured, though they are not entered on the Company's records. On the 24th of October, the Rajah was invested with these sunnuds by the Resident, Mr. Fowke. And on the 20th of November the Court of Directors were acquainted, " That Rajab " Cheyt Sing had been invested with the sunnuds for his Zeet mindary, and a Kellaut, in all the proper forms." After the investiture it was resolved, that the Sovereignty of the Mint and Cutwally [administration of justice.] should be vested in the Rajah. On the 22d of January, 1776, the Rajah requested of the Board, through the Resident at his Court, that he might be furnished with sunnuds, under their figuature, for those offices. On the 30th of December, the precise amount of the Rajah's tribute was settled at rupees 22,66,180, with which the Board expected his acquiescence in consequence of the Mint and Cutwally being fettled on him, "and for the very great advantages he " will derive by being thus fecured in the free and indese pendent Government of his country." On the 26th of February, the Refident expressed to the Board the Rajah's consent to the amount of the tribute as last settled. On which day the Board ordered the Secretary " to prepare a " draught of separate sunnuds for the Zemindary and Cut-" wally;" also " of the Mint, in the usual form, ex-44 pressing the conditions already resolved on in the several pro-" ceedings of the Board." On the 15th of April the Board figned one funnud and a pottah (not feparate funnuds) in which funnud the Zemindary, the Cutwally, and the Mint, are included. A translation of the funnud and pottah is entered upon the records, but not of the coulnama. The Rajah objected to the funnud, on account of the clause, declaring all former sunnuds to be null and void. The Board on the 29th July ordered new instruments to be made out (which are likewise not entered upon the records) omitting those words. These instruments were transmitted to the Rajah, and delivered to him by the Refident, Mr. Fowke, who received back the former funnuds, and returned those of September, 1775, and April 1776, to the Presidency.

But it is not from the letter of the deeds of April, printed by the Governor General, supposing they had not

been rejected by the Rajah, that a judgment on this important matter is to be formed. The spirit of them is to be attended to; with a due regard to all the relative circumstances of the case—to the minutes and resolutions of the Board;—to the declarations which were made to the Rajah in consequence of those resolutions;—and to the great political object of establishing a barrier for the security of the provinces in case of a suture rupture with the Vizier. In 1773, the Governor General was sensible that the spirit and intention of a treaty ought to be adhered to when he gave so liberal a construction, in the Rajah's savour, of the treaty which had been made between his sather and the late Vizier, and in his several interferences, to prevent more being exacted

from the Rajah, than the amount of the tribute.

Having thus shewn the relation in which Cheyt Sing stood to the Vizier, who settled on him and his heirs for ever the Zemindary of Benares, on certain fixed conditions; and likewise the guarantee of the English, that those conditions should be adhered to on both sides; the subsequent agreement (acknowledging the former to be in full force) which was made with him upon the Sovereignty of the province being vested in the Company; and the folema assurances which were given to the Rajah, by the Supreme Council, in explanation of that agreement; it is prefumed every unprejudiced person must be of opinion, that the Court of Directors were warranted in refolving, "That " Rajah Cheyt Sing was confirmed by the Governor General and Council of Bengal, in the management of the faid Zemindary, (subject to the Sovereignty of the Company) on his paying a certain tribute to the Company, which was fettled at rupees 22,66,180; and that the Bengal Government pledged itself, that the free and uncontrouled possession of the Zemindary of Benares. " and its dependencies, should be confirmed and guarani' teed to the Rajah and his heirs for ever, subject to such " tribute; and that no other demand shall be made upon him, nor any kind of authority or jurisdiction exercised "within the dominions affigned him, fo long as he ad-" hered to the terms of his engagements."

The grounds of the preceding resolution of the Court of Directors having been thus established, and it having been proved, that the conditions upon which Rajah Cheyt Sing held his Zemindary were fixed and unalterable; it is necessary in the next place to shew what was the conduct of the Governor General and Council to the Rajah, previous to Mr. Hastings' last visit to Benares, in 1781.

On the oth of July, 1778, the Board resolved, "That Rajah Cheyt Sing be required, in form to contribute

his there of the burthen of the prefent war (with France)

by the establishment of three regular battalions of sepoys,

st to be raised and maintained at his expence."

Notwithstanding this was, both in the letter and spirit of the former resolutions of the council, a direct Breach of the agreement, yet the Rajab quietly submitted himself. and authorized his vackeel to declare his acquiescence, for ane year only, in the requisition of a subsidy, equal to the expence of three battalions of Sepoys. This subsidy was accordingly fixed by the Board at five Lacks of rupees; and the Governor General expressed himself pleased with the Rajah's ready compliance, in a letter to him under date of the 15th August; and on the 17th the Governor General and Council informed the Court of Directors. that the Rajah had agreed to pay this subsidy for one year. But on the Rajah's pleading his inability to pay the whole fum at once, so little ceremony was used with him on the occasion, and so much were all former agreements forgotten, that, on the 28th September, directions were given to the Resident, Mr. Graham, " to wait on the Rajah forthwith, and demand of him, in person, and by writing, the payment of the full fum of five lacks of Muchildar rupees, the fum at which the fublidy is fixed, in specie, to that amount, to be made to you within five days of " fuch demand; and declare to him, in the name of this "Government, that his evading or neglecting to accomplish the payment thereof, within that space of time, shall be so deemed equivalent to an absolute refusal; and in case of his non-compliance with your demand, we peremp-46 torily enjoin you to refrain from all further intercourse " with him."

The Rajah compleated this payment by the 10th of October.

It must be remarked in this place, that though this extra demand was contrary to the existing engagements. yet as the Rajah confented to the payment thereof, for one year only, it was, in a measure, legalized.—And it really seemed at one time to have been the intention of Mr. Hastings to abide by this condition, as appears from the following circumstance: on the 5th May, 1779, the Refident at Benares wrote to the Board, that being applied to by the Provincial Council of Revenue at Patna for eight lacks of rupees, on account of their very urgent necessities, he defired the Rajah to supply him with that sum, beyond the amount of what was then due. In their reply to the Resident on the 31st, the Board express their surprise at his "having ventured to make a demand upon Rajah "Cheyt Sing, not warranted by his engagements with the " Company, and without any authority from us." The Resident's answer of the 10th June following is worthy

of particular attention. 45 At the time I mentioned to 66 Rajah Cheyt Sing the fum of money Government stood in need of their present occasions, I was well aware that 56 I could neither confishent with your Honourable Board's orders, nor his engagements with the Company, demand es more of him than was thereby authorized; and there-66 fore it was I only demanded payment of the amount of 66 his kist due the 4th May, and lest it to his discretion, se upon the information given, whether to lend further ss assistance or not."

Though the condition of his compliance with the demand of 1778 was, that it should not be drawn into a precedent, yet on the 19th of July, 1779, the Rajah was again required to contribute the further fum of five lacks for the ensuing year; and on the 22d June, 1780, five lacks more; and on the 2d of November following, he was required to furnish part of his cavalry,

On the 18th July, the very day preceding the resolution of the Board to demand an additional five lacks for the

year 1770. Mr. Hastings received a letter from the Rajah. faying, that his sole reliance was on him, " and that in " every instance I depend on your faith, religion, pro-

" mifes, and actions."

After he had come to the knowledge of his demand, the Rajah wrote to the Governor General as follows: "Last " year you directed Sheik Ally Nuckey [His vackeel,] that I should by any means, by disposing of my effects, or by borrowing, make this one payment (alluding to the de-mand of 1778) and I fould not be called upon in future; and that you would take every means for my advantage and support. I accordingly put in practice every method in my power; and by loans made good the requisition. 66 It is now absolutely out of my power to raise the sum required, and I am therefore hopeful that you will be so kindly pleafed to excuse me the five lacks now demand-\* ed, and that nothing may be demanded of me beyond the \* amount expressed in the pottab."

This letter was received on the 27th August. On the 28th the Governor General replied to it; and without taking the smallest notice of the Rajah having charged him with a breach of promise, he says, "I now repeat my demand, that you do on the receipt of this, without evaso fion or delay, pay the five lacks of rupees into the hands 46 of Mr. Thomas Graham, who has orders to receive it 46 from you, and authority, in case of your refusal, to of fummon the two battalions of sepoys, under the com-\* mand of Major Camac, to Benares, that measures may 46 be taken to oblige you to a compliance; and in this case,

44 the whole expence of this curps from the time of its march

" will fall on you."

The Rajah, nowithstanding the positive terms of the last-recited letter, was yet unwilling to believe, that the " faith, religion, promises, and actions," on which he had placed so much dependence, would all them prove of no avail. He accordingly addressed another letter to Mr. Hastings, which was received the 20th of September, and of which the following is a copy:

" Every two or three days, I am called upon to pay five " lacks of rupees; your gracious letter on this subject ho-" noured me by its arrival; I have dispatched an Arzee in " answer, which will have been presented to you. so obedience to your order, I last year, by every means, " and borrowing from all quarters, raised the sum, and at that time, you promised that it should not bappen again. I 66 have it not in my power at present. You have before "honoured me with the title of fon, and regarded me as " your fon; you have protected me; I am therefore hope-" ful, that I may be excused from this requisition."

Here the Governor General is again charged with a direll breach of promise to the Rojah. Mr. Hastings replied to this on the 25th, repeating the threat of sending troops into his country, but taking no notice, as before, of the repeated charge of having broken his word with the Rajah.

Thus upon the Rajah's declaring his inability to comply with the demand of 1779, and pleading the promise of exemption, two battalions of Sepoys were ordered to march to Benares, to intimidate him; and the Board infifted on his paying the expence of the troops thus fent to second their demand. And on their requiring the balance of the fubfidy in October 1780, the Governor General and Council not only again ordered troops to march into his territories. but they threatened him with a fine of one lack for disobedience.

Whoever feriously confiders the agreement made between Cheyt Sing and the Vizier in 1770; the nature of the fubsequent connection between the Rajah, the Vizier, and the Company, formed in 1773, as before described; the force of the minutes and resolutions of the Board upon the Sovereignty of Benares being transferred as above recited; the folemn declarations which were made to the Rajah on his investiture, as contained in the instructions to the Resident at his Court, and in the Governor General's letter to him upon that occasion, which have been already referred to; the line of policy which the Bengal Government had prescribed to itself; and the general tenure by which Cheyt Sing held his country.-Whoever seriously considers all these points, with their relation to each other, must be conyinced, that the various demands thus made upon the Rajah

were not founded in justice; nor are they to be defended by arguments drawn from the wants and necessities of a Gozvernment involved in difficulties, or the reputed wealth and

prosperity of the Rajah.

Obliging the Rajah to pay an additional subsidy of five lacks for the expence of three battalions of Sepoys, could only be justified upon the plea, that by the original agreement he was to maintain a body of 2,000 horse. But it has been shewn, that the Board resuled to assent to this proposition. They lest it entirely optional in the Rajah; and if at any time they needed the assistance of this force, he was to be paid at the rate of sisteen rupees per month, per man; and so in proportion for the Officers, during the time they might be in the Company's employ.

One of the Members of the Board (Mr Francis) declares in his minute of the 14th September, 1778, "That he did, from the first, express a doubt, whether the Board had strictly a right to encrease their demands upon the Rajah, beyond the terms which they originally agreed to give him, which he consented to, and which, as Mr. Francis has constantly understood it, were made the fundamental tenure by which he held his Zemindary. If such demands can be encreased upon him at the discretion of the superior power, he has no right, he has no property, or at least, he has no security for either. Instead of sive lacks, it let us demand fifty; and whether he resuses, or is unable to pay the mony, the forseiture of his Zemindary may be the immediate consequence of it, unless he can find

" means to redeem himself by a new treaty."

There was but too much of a prophetic spirit in this minute of Mr. Francis; for notwithstanding in the credentials given to the Governor General in Council (confifting only of himself and Mr. Wheler) the 3d July, 1781, previous to his fetting out on his intended journey to Benares, the arrangements he was to make in that province, were to be so consonant to the mutual relation and actual engagements sub-" fisting between the Company and the Rajah;" it appears from the evidence of Mr. Wheler, that Mr. Hastings had actually come to the fecret resolution (for it is no where entered on the records) without the smallest regard to that relation and to these engagements, of obtaining 40 or 50 lacks of rupees from this very Rajah; and in case of his refusal, he determined " either to remove him from his Zemindary, " entirely, or by taking immediate possession of all his 44 forts, to obtain out of the treasure, deposited in them, • the above fum for the company."

This is further corroborated by the affidavit of Major Palmer, the Governor General's Military Secretary, with

Blide Gevernor Genéral's printed narrative, p. 13.

this additional circumstance, that by some means or other the Rajah, having heard of the Governor General's intentions, had made him an offer of 20 lacks of rupees for the publi service; "but that he, the Governor General, was resolved to insist upon the first mentioned sum of 50 lacks of rupees; and if the Rajah should absolutely resule the demand; that he, the Governor General, would deprive him of his Zemindary, or transfer the Sovereignty thereof to the Nabob Vizier."

It is faid, that the "Governor General thought the Rajah's offences were such as to require early punishment; and as his wealth was great, and the Company's exigencies pressing, it was thought a measure of policy and justice to exact from him a large pecuniary mulci for their relief."\*

But how different were Mr. Hastings's ideas of policy and justice at a sormer period, which has been already referred to, when he would not suffer the Vizier to "disposses the "Rajah of the Forts of Luteesgur and Bidgygur, and take from him 10 lacks of rupees!" At that time the Governor General was convinced "that the Rajah's inheritance, and perhaps his life, were no longer safe than while he enjoyed the Comany's protestion, which (says the Governor General) is his due by the ties of justice and the obligations of public faith; and which policy enjoins us to afford him ever most effectually."

Thus, in 1773, the natural Sovereign of Rajah Cheyt Sing is prevented from taking from him two forts and 10 lacks of rupees above the flipulated rent, through motives of justice and policy; and in 1781, after the Sovereignty had been transferred, though with a reservation of the "just rights of the Rajah" under the former Sovereign, justice and policy required that his new Sovereign should exact from him 40 or 50 lacks of rupees more than his rent, or

wrest from him the whole of his Zemindary!

If justice and policy were to be the guide of Mr. Hastings actions upon this occasion, they ought to have operated more strongly than ever in the Rajah's favour. As to the first, were we not bound to him by additional obligations? And as to the last, it was surely become merely our interest to cement his attachment by gentle treatment, than when he was only an ally. For in his new situation, had he been, on any suture rupture with the Nabob of Oude, from ill usage, induced to take part against us, we should not only have lost the benefit of his alliance, but also a clear annual revenue of upwards of £.260,000 per annum.

But wherein did the Rajah's delinquency confift? not in his want of punctuality in the payment of his tribute; this

has never been affirmed. It must consist then, in his not complying with the repeated demands of the Board for a fubfidy, contrary to the existing engagements. Let it be admitted that the Rajah discharged these with that reluctance which ever attends the liquidation of unwarrantable demands, yet there was nothing due on any of these new demands for months preceding the Governor General's journey to Benares.

The demand of 1778 was made in July, and wholly

discharged by the 10th of October.

That of 1779 was likewise made in July, and discharged by the 21st of October; and in November the Rajah paid 20,000 rupees for the expence of the detachment fent to en-

force this demand.

The demand of 1780 was discharged by the 18th of October; and whoever reads the charges brought against the Rajah, as contained in the Governor General's first letter to him, after his arrival at Benares, which is printed in the Narrative, must be convinced, that they were clearly resuted by the Rajah's answer.

As to the third resolution of the Court of Directors, it was merely a resolution of fact, sounded on the proceedings of the Bengal Government, in July 1775, and went to show the independency of the Rajah's situation. The following passage, therefore, in the Governor General's letter,

feems utterly unintelligible.

" I deny that I ever required him to keep up a body of 44 2,000 horse, contrary to the declaration made to him by 46 the Governor General and Council, on the 5th of July,

44 1775, that there shall be no obligation on him to do it. It is equally unnecessary to remark on Mr. Hastings' denial, respecting the 4th resolution. This is likewise a resolution of fact, that the Rajah was regular in the payment of his tribute, and what is not denied by the Governor General. The Court have acknowledged the Sovereignty of the Company over the Rajah in their 2d resolution. But, that the Governor General and Council had a right to issue any Orders in direct violation of the actual agreement subfifting with the Rajah, no one who seriously considers the nature of that agreement, in all its circumstances, will venture to affert.

But with respect to the last resolution of the Court of Directors, every one must join issue with the Governor General, and agree, that from the premises which have been already established, in the former part of these observations, the terms improper, unwarrantable, and highly impolitic, 44 are much too gentle. The firit performance of folemn en-" gagements on one part, followed by alls directly subversive of them, and by total dispossession on the other, stamps on the · perpetrators

er perpetrators of the latter, the guilt of the greatest possible

violation of faith and justice."

The observations on what has fallen from Mr. Hastings, respecting the resolution of the Court of Directors last spoken of, must not be dismissed without a remark on the following passage in the Governor General's letter:

I deny that Rajah Cheyt Sing was a native Prince of India. Cheyt Sing is the son of a Collector of the Revenue of that province, which his arts, and the missortunes of his master, enabled him to convert to a perma-

" nent and hereditary possession."

Though it is no where afferted in the resolutions of the Court of Directors, that Cheyt Sing was a native Prince of India, yet it may not be improper to observe, that, with regard to Cheyt Sing's predecessor, Bulwant Sing, who is here called "a Collestor," it has already been shewn, that for the powerful military assistance which he afforded the Company in the war with Sujah Dowlah, Mr. Hastings was, in 1773, empowered to renew, in behalf of Rajah Cheyt Sing, the stipulation which was formerly made with the Vizier in savour of the father. And in a letter from Rajah Shitabroy, which is entered upon the Bengal consultation of the 21st of November, 1764, Bulwant Sing is called, 2 person of bigh rank, and the Zemindar of a frontier counter try."

With respect to Cheyt Sing, Mr. Hastings himself has called the Zemindary " bis inheritance." In the instrument printed by the Governor General, 15th of April, 1776, he is termed, " the great Chief Rajah Cheyt Sing Behadre." By the instructions to the Resident, at Benares, of the 24th of August, 1775, he was to be invested " with a Kellaut in his palace, with all the usual " formalities." And by the Resident's account of this matter, the ceremony was performed in all the parade of Eastern magnificence. But here another, and a more striking circumstance, may be added in proof of the Rajah's elevated fituation. On the 24th of November, 1775, Lieutenant Colonel Parker, who had the command of a brigade in the neighbourhood of Benares, acquainted General Clavering, that the Rajah had paid him a visit, and made him presents, which, says he, " I did not reject, as it "would be looked upon as the greatest slight I could offer of to an Eastern Prince." This letter was laid before the Council on the 6th of December. And so far was Mr. Hastings from being disposed, at that time, to dispute the rank which Mr. Parker thought he had among the Princes of Hindostan, that he immediately gave at his opinion, "That e neither the Rajah ought to have made the presents, nor "Colonel Parker accepted them, because they were the \*\* pledges " pledges and marks of inferiority of the giver to the receiv" ir; and I think it will become both the justice and dig" nity of this Board, to lay down such rules as shall pre" vent the Rajah hereafter from subjecting himself, of being subjected to ceremonies unbecoming his rank and 
" character." Upon which the Board resolved, that the Rajah should pay the first visit to none but the Governor General, the Chief Justice, and the Members of the Board.

Such as are still doubtful of Cheyt Sing's elevated station, are referred to the 33d and 34th pages of Mr. Hastings' printed letter, where there is as strong an implication of his princely rank, as it is possible for words to convey.

With the same view of lowering in the eyes of the public the real standard of Cheyt Sing's situation, the Governor General says, in his printed narrative, "I suspect that the deeds which passed between him and the Board, on the transfer of the Zemindary to the Company, in 1775, are by many understood to bear the quality and force of a treaty of optional conditions between equal states. To such I reply, that such an opinion is itself criminal to the state of which he was a subject; and that he was himself amenable to its justice, if he countenanced the belief. He paid no tribute to the Company, but a fixed annual rent: And the instruments for his Zemindary were drawn precisely in the same form as instruments of the same denominations interchanged with the Zemindars of Bengal."

As to the annual fum which the Rajah has to pay on acacount of his Zemindary not being to be confidered in the light of a tribute, it is termed so, with very sew exceptions, from one end of the records to the other; in most of the letters from the Council to the Court of Directors, which speak of the subject, and even in the Governor General's

own letter to the Rajah on his investiture.

With regard to his being looked upon as a mere Zemindar, the Resident at the Court of the Vizier, in a letter written to the Board, the 14th April, 1775, which was previous to the Sovereignty of Benares being vested in the Company, declared to his Excellency, "That he must expect to see Cheyt Sing protected; for that he was not to be put on a footing with his other Zemindars." And in a letter from the Board to the Resident at Benares, the 30th May, 1776, it is acknowledged, "That he is on a very different footing from other Zemindars."

But a perusal of the following minute of the Board, will

put the matter beyond dispute.

"The Secretary informs the Board, that the Sunnuds for the Rajah Cheyt Sing being prepared, he circulated the

the following proposal of the Governor General for their opinion:

"The Governor General directs me to request the opinion of the Board, whether the Pottah, Sunnud, and
Coulnama, for the Zemindary granted to Rajah Cheyt
Sing, should be figned by him alone, or by the Board;
remarking, at the same time, that it has been customary
for dnanny funnuds to receive only the fignature of the
Governor; but he thinks, that as the nature of the prefent grant is different, and may be considered more in
the light of a TREATY, they should be figned by the
Board."

"Agreed, that the funnud, pottah, and coulnama, be now figned, and confirmed to Mr. Francis Fowke."

But to sum up the whole in a few words:—In 1765, Bulwant Sing, on account of military fervices rendered to the Company, was through their means, secured in the possession of his country. In 1770, Cheyt Sing, his fon and successor, was confirmed in the government of his father's territories, on paying a fixed tribute, by a treaty executed by the Vizier, declaring the terms of it to extend to the posterity of either party; under which treaty Mr. Hastings, from motives of justice and policy, would not fuffer the Vizier to take from the Rajah more than the stipulated sum. In 1773, the former agreement was renewed between the parties, which, as before, was to extend to their respective beirs. To this agreement Mr. Hastings, on the part of the British Government, was the guarantee. In 1775, the Sovereignty of Benares was transferred to the Company; and with a refervation of the just rights of the Rajah, and a due regard to the actual engagements fubfifting with him, new funnuds were issued in confequence of fundry resolutions of the Bengal Council, adopted with a view to the Rajah's independency, thereby establishing a strong barrier to the Company's provinces. Assurances were at the same time given to the Rajah, that no demands of any kind, should be made upon him beyond his tribute, and that no one should be suffered to disturb the peace of his country. In 1778, regardless of former asfurances, and in direct opposition to the established policy, an additional demand was made upon him of five lacks of rupees, on account of the war with France. 'In 1779, notwithstanding his consent was for one year only, and his infifting that he had a promise from Mr. Hastings, that it should not be repeated, and which was not contradicted by him, another demand was made for five lacks more, and troops were ordered into his territories to enforce this demand, the expence of which he was obliged to defray. In 1780 the demand was repeated; and notwithstanding the Vol. I. Rajah

Rajah had actually discharged all these extra demands, and was ever punctual in the payment of his settled tribute, yet in 1781 Mr. Hastings repaired to his capital, with an avowed intention to exact from him the enormous fum of fifty lacks of rupees (though the Rajah, hearing of his intention, had previously made him an offer of twenty lacks) and in case of his refusal, to disposses him of his Zemindary. He was arrested in his palace at Benares, a city held in the highest veneration throughout India. His own soldiers overpowered the party which guarded him, and in the confusion "the Rajah found means to escape through a wicket, which opened to the river, and the banks being exceedingly steep in that place, he let himself down by turbans tied together, into a boat which was waiting for " him, and conveyed him to the opposite shore." Several actions afterwards took place between the troops of the Company and those of the Rajah; and his several forts. to which he had fled for protection, were successively captured by our forces. And as (according to Mr. Hastings) the existence of a fugitive Chief in the wilds and moun-46 tains would be little regarded, when he was expelled from 44 the Capital of his Government, and the Seat of his Collections;" he was profcribed by public proclamation; the Rauge was conferred on the grandson of Rajah Bulwant Sing, by a daughter married to Bauboo Doorgbejey Sing, and the unfortunate Rajah Cheyt Sing (a wretch indeed!) is now a wanderer in Hindostan!

It only remains to observe, on the conclusion of Mr. Hastings's letter, where, in the same spirit of disobedience to the orders of the Company which has too long characterized his Government, he declares his intended oppositions to any directions which may be given him for the restoration of Rajah Cheyt Sing to the Zemindary of Benares.

Whether such a measure be expedient, or not, will probably be the subject of suture consideration. And as the Company's affairs are now under the investigation of Parliament, it must be the wish of every one, that such regulations may be formed, and such sundamental principles established, for the suture government of the Company, as will ensure to the natives of India, of all denominations, that security and happiness which they have a right to enjoy under the influence of the mild and equitable spirit of the British Government.

# TAKING OF BEJYGUR.

Copy of Correspondence, &c. relative to the Wife and Mother of Cheyt Sing, and the taking of the Fort of Bejygur.

Extract of Bengal Secret Consultations, 29th October, 1781.

READ the following letter and enclosures from the Sub Secretary.

Honourable Sir.

I have the honour to obey the Governor General's directions, in forwarding to you the enclosed letter from Major William Popham to the Honourable Board.

I have the honour to be, with great respect, &c. Benares, (Signed) E. HAY,

13th Oct. 1781. Sub Secy. to the Honble Board.

Extract of Letter from Major Popham to the Governor General and Council, dated Camp near Bijieghur, 9th October, 1781.

On the 24th the detachment moved to Lateefpore, and the 20th arrived before this place, where such dispositions have been made as will, I hope, make it a speedy acquisition. The fort is in good repair, with a wall and towers verging close to the steep of the highest hill I have ever seen fortified in the country.

Extract of Bengal Secret Consultations, 5th November, 1781.

The Secretary lays before the Board the following letters, and inclosure, from Mr. Hay.

Sir,

I transmit to you, by order of the Governor General, the enclosed letter from Major William Popham to the Honourable Board, that the same may be laid before them.

Benares, I have the honour to be, &c. 22d Oct. 1781. (Signed) E. HAY.

Gentlemen,

I did myself the honour of giving you a detail of the operations of this detachment fince its being formed, as far down as the 8th instant. The 16th two batteries were opened on the fort, at the distance of about five hundred yards; one of four fix pounders, and two five and half-inch howitzers; the other of an eight-inch mortar, and two eight-inch howitzers fixed as mortars. For some time the fire of the besieged was superior to ours, but in an hour or two it became stack, and at length totally ceased on the sace next the batteries. We continue to fire and throw shells, yet the damage they have done I cannot learn, as spies

fpies are not able to obtain admission into the fort. Two eighteen pounders are on the way from Chunar, and a battery for them will shortly be ready within four hundred yards of the wall; so that on their arrival I shall immediately begin to effect a breach, which will, I hope, alarm the besieged to surrender.

The Rajah's mother, wife, and all his women, with those of many of his principal dependants, are in the fort; on their account I hope we shall not be obliged to storm, and also for that of the troops, as the rock is so exceedingly steep that it must be very difficult to ascend, and if the as-

failed should act resolutely, next to impossible.

Some proposals have already been made by the Rajah's mother, but they are too unreasonable to deserve attention, being nearly demands of a continuance in the Raje; yet it is probable her fears, and those of the other besieged, will encrease with the danger, and lead them to capitulate on assurances of protection for their honour, and a decent provision agreeable to their ranks.

Cheit Sing, by every intelligence, arrived at Rewa some days past, and is probable by this time in Bundelkhund, where he will receive protection from the Bundelas, or Marattahs, who will perhaps, while he has money, flatter him with hopes of invading the country in his favour, but never perform the promises they make. The fall of Bijeeghur will entirely ruin his interest, and awe our neighbours into neutrality.

The late heavy rains have occasioned much sickness among the troops, but the fine weather which has just commenced will, I hope, create a favourable change. Report says, that the besieged suffer much from severs, which rage

among them with great violence.

I have the honour to be, with the highest respect, Gentlemen,

Camp, Bijeeghur, 19th October, 1781.

Your most obedient, very humble, &c. &c. (Signed) W. POPHAM.

Extract of Bengal Secret Consultations, the 19th November, 1781.

The Secretary lays before the Board the following letter, and enclosures, from Mr. Hay.

Sir,

I have the honour to fend you, by the Governor General's order, the enclosed letter from Major Popham to the Honourable Board.

I have the honour to be, &c.

Benares, (Signed) E. HAY, 5th Nov. 1781. Sub Secry, to the Honble, Board,

Gentlemen.

Gentlemen.

I did myself the honour of informing you, in my letter of the 19th ultimo, of the operations of the detachment to that date. Since that two eighteen pounders have been opened on the fort from the former batteries, but not with the effect hoped for, as the wall has proved to be very strong, and result the shot with but little damage. A few days ago one of the large guns was rendered totally useless by splitting, which has obliged me to send to Chunar for more, and I am now waiting their arrival from thence; but that no unnecessary delay might occur, a mine has been opened under the contiguous work to the intended breach; the first gallery is finished, and near four feet carried on towards the breached work; fo that if no accident happens, I hope by the 6th to blow up as much of the wall as will make an accessible breach for the storm.

Three hill mangees, with their followers, attacked the batteries, but were repulsed immediately. We had only four people wounded. Five of the enemy were found dead in the morning, which leads me to suppose they must have had many wounded.

A detachment marched this morning to scour the woods. and feize the families of these offenders. This must put

a stop to such insolence in future.

Cheit Sing has effected his escape into Bundlechund : but I do not hear that he is likely to receive more than perfonal protection from the Bundelas, or any other country powers.

I have the honour, &c. Camp, Bijeeghur, 4th Nov. 1781. (Signed) W. POPHAM.

I have the pleasure to send you, by the Governor General's order, a letter from Major Popham to the Honourable Board, conveying to them the agreeable information of the Honourable Company's troops being in possession of the fort of Bidjeghur.

I have the honour to be, Sir, Your most obedient humble Servant. (Signed) E. HAY, Sub Secry. to the Honble. Board.

Gentlemen.

I have the honour to inform you of the furrender of this place last night, on terms of granting the Rannee 15 per cent. on the property in the fort, and a refidence agreeable to the Governor General's wishes in this province, unless the prefers going to her fon, in which case she is to be escorted to our frontiers, and to be delivered over to such persons as Cheit Sing shall send to receive her.

The T 3

The fall of Bidjeeghur must effectually restore tranquillity to the Zemindary, and ensure the peaceable possession to

the Honourable Company.

The alacrity and gallant behaviour of the officers and troops, during the whole fervice, will, I flatter myself, meet with your approbation, and be in some measure rewarded by the prize money accruing from the capture.

The dread of a mine, which was ready for springing, had, I believe, a great weight with the besieged in their determination of the surrender. I shall do myself the honour to acquaint you with further particulars in a day or two.

Camp, near Bidjeeghur, I have the honour, &c. 10th Nov. 1781. (Signed) W. POPHAM.

Extract of Governor General's Narrative of his Proceedings at Benares in 1781.

After having gained possession of Luttespore, Major Popham lost no time in prosecuting his march to Bidjeegur.-Cheit Sing did not wait his approach, but fled, taking with him as much treasure as his elephants and camels could carry, which has been reported to me to have confifted of one lack of mohrs, and fifteen or fixteen of filver, befides jewels to an unknown amount. His wife, a woman of an amiable character, his mother Paund, and all the other women of his family, and the furvivors of the family of his father Bulwant Sing, who were connected with his, were left in the fort of Bidjeegur. He took the route of Rewa, and from thence, proceeded to Panna, the capital of Bundlecund, paying as plundered as he passed. He was, by the last advices, in that country-The Rajah professing in his letters to me a resolution to withdraw his protection from him, and fecretly favouring him.

The fortress of Bidjeegur surrendered by capitulation on the 10th of November, yielding to Major Popham the peculiar credit of having surmounted all the obstacles which nature and art had opposed to the conquest of two of the fortresses of Hindostan, which had been before universally

deemed impregnable.

Extract of Bengal General Consultations, 23d May, 1782.

Letter from the Governor General to Major Popham, dated Benares, \* 22d October, 1781, P. M.

I am this instant favoured with yours of yesterday; mine to you of the same date has before this time acquainted you

The initial and concluding addresses of this letter are omitted in the only copy of it preserved by the Governor; but he knows that the letter was familiar, and not official,

with

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with my resolutions and sentiments respecting the Rannee. I think every demand she has made to you, except that of safety and respect for her person, is unreasonable. If the reports brought to me are true, your rejecting her offers, or any negociations with her, would foon obtain you possession of the fort upon your own terms. I apprehend that she will contrive to defraud the captors of a confiderable part of the booty, by being suffered to retire without examination; but this is your confideration, and not mine. I should be forry that your officers and foldiers lost any part of the reward to which they are fo well entitled, but I cannot make any objection, as you must be the best judge of the expediency of the promised indulgence to the Rannee. What you have engaged for, I will certainly ratify; but as to permitting the Rannee to hold the Purgunnah of Kurleek, or any other in the Zemindary, without being subject to the authority of the Zemindar, or any lands whatever, or indeed making any conditions with her for a provision, I will never consent to it.

Benares, 22d Oct. 1781, I am, &c. 10 o'clock, P. M. (Signed) WARREN HASTINGS.

Dear Major,

My Dewan Cantoo Baboo has shewn me a letter addressed to him from Panna, the mother of Cheyt Sing, entreating his intercession, that she may be relieved from the hardships and dangers of her present situation, and offering to surrender the fort of Bidjygur, and the treasure and valuable effects contained in it, provided she can be assured of safety and protection to her person and honour, and to that of her family and attendants, and that Cantoo himself will undertake to conduct her out of the fort to such place of security as she shall choose. As this offer affords a prospect of your obtaining possession of the fort, and the wealth which it contains, without further loss or delay, I have judged it proper to accept it, and directed Cantoo to repair to your camp immediately, with as many doolies and

as can be collected for the conveyance of Ranna, her family, and such necessaries as are indispensable to women of their condition.

You will be pleased, when Cantoo arrives with you, to send a messenger of your own, accompanied with one from him, to acquaint Panna that I have sent him, conformably to her request, to receive and conduct her with safety and honour to whatever place she may choose as her residence, and that I am willing to grant her now the same conditions to which I at first consented, provided that she delivers into your possession, within twenty-sour hours from the time of

L 4 receiving

receiving your message, the fort of Bidjygur, with the treasure and effects lodged therein by Cheyt Sing, or any of his adherents; with the referve only, as above mentioned, of such articles as you shall think necessary to her fex and condition, or as you shall be disposed of yourself to indulge her with: If the complies, as I expect the will, it will be your part to secure the fort and the property it contains for the benefit of yourfelf and detachment. only further to request that you will grant an escort, if Panna should require it, to conduct her here, or wherever The may choose to retire to. But should she refuse to execute the promise she has made, or delay it beyond the term of 24 hours, it is my positive injunction that you immediately put a stop to any further intercourse or negociation with her, and on no pretext renew it. If the disappoints or trifles with me, after I have subjected my Duan to the difference of returning ineffectually, and of course myself to discredit. I shall consider it as a wanton affront and indignity, which I can never forgive; nor will I grant her any conditions whatever, but leave her exposed to those dangers which she has chosen to risk, rather than trust to the clemency and generosity of our Government. I think she cannot be ignorant of these consequences, and will not venture to incur them; and it is for this reason I place a dependance on her offers, and have confented to fend my Duan to her.

Benares, Your's, &c. 3d Nov. 1781. (Signed) WARREN HASTINGS,

Extract of a Letter from Major Popham to the Governor General, dated at Camp Bejee Gbur, 10th Nevember, 1781.

I have the honour to inform you, that last night about twelve o'clock, the grenadiers took possession of the western gate of Bejee Ghur, after the Rhannee had played with and deceived us from ten o'clock in the morning, when she had agreed that it should have been given up to us.

Dear Sir,

I did myself the honour, the day before yesterday, to inform you of the surrender of this place, and the situation of affairs at that time.

The Rhannee came out of the fort with her family and dependants the 10th at night, owing to which such attention was not paid to her as I wished; and I am exceedingly forry to inform you, that the licentiousness of our followers was beyond the bounds of controul; for, notwithstanding all I could do, her people were plundered on the road of most of the things which they brought out of the fort;

by which means one of the articles of surrender has been much infringed. The distress I have felt upon this occafion cannot be expressed, and can only be allayed by a firm performance of the other articles of the treaty, which I make it my business to ensorce.

The suspicions which the officers had of treachery, and the delay made to our getting possession, has enraged them, as well as the troops, so much, that the treaty was at first regarded as void; but this determination was soon succeeded by pity and compassion for the unfortunate besieged.

The women are now in tents at a little distance from the camp, with a proper safeguard, and I have sent into the fort for those conveniencies which are necessary to their situation, and the Rhanee will have her share of fifteen per cent, exactly paid her. . She will remain here until fuch time as bearers and carriages can be procured to convey her to Benares, where the withes to refide; but the earnestly begs that she may not be dependant upon the old Rhanee, the new Rajah, or Oussaun Sing. She tells me that she has a house at Benares (that I believe in which the Nabob Saadut Alli now lives) also another at Gungapore, about four cose from the city: Both these she hopes from your indulgence, and, for future support, she most humbly submits to your generofity. Cantoo Baboo is with the Rhanee; and as he has particularly requested that Captain Scott may pitch his tent near hers, and accompany her on the way to Benares, I have consented, and he will move accordingly.

I have to request that you will give orders for such a number of bearers and coolies as can be collected to be sent here immediately, to conduct the Rhanee and her samily, &c. who are in all about three hundred women, besides children. Thirty or forty choupalas will also be necessary, and if some bazar is likewise sent, it will make the journey perfectly convenient: 'I shall surnish a sufficient escort—every means is taking to procure bearers here, but I fear this country will afford but very sew; on which accounts, I

hope many will come from Benares.

Dhouda Buggutt may justly be said to have occasioned the Rhannee's sufferings, as he caused the delay in the surrender of the fort Bogweisdial; the Buxey, on the contrary, acted with the greatest honour, and should he survive the sever he is now ill of, I think he will merit the attention of Government. Ghumput Roy also demands praise, for the sufferings which his attachment to our Government has drawn on him. He is likewise with the Rhanna.

I have the honour to be, &c.

Camp, Bijee Ghurr, 12 November, 1781. (Signed) WM. POPHAM. Extract of Letter from the Governor General to Major Popham, dated Chunar, 14th November, 1781.

I have received your letter of the 12th, and fincerely congratulate you on the easy conquest which you have made of

Bidjygur.

It gives me great concern, that the licentiousness of any persons under your command should have given cause to complain of the infringement of the smallest article of the capitulation in favour of the mother of Cheyt Sing and her dependants. I hope you will discover the offenders, and oblige them to make restitution, and also punish them in the most exemplary manner. I rely on your humanity and justice to make her all the recompence in your power, by a scrupulous attention to ensorce the performance of the remaining stipulations in her favour.

Bearers, coolies, and other conveyances, have been ordered for the women and their effects. The mother of Cheyt Sing, her family and attendants, may refide wherever the pleases, and she shall be put in possession of such houses

as are her own immediate property.

Extract of Letter from Major Popham to the Governor General, dated Camp, near Bijee Gur, 16th November, 1781.

Yesterday evening I was honoured by your letter, without date, too late to reply to it by the return of the Dawk.

My most earnest endeavours have been used in performing every article of the treaty of capitulation in favour of the mother of Cheyt Sing; and she will have the whole of, if not more than those effects, &c. which were agreed to be given up. I have provided as many bearers, doolies, and other conveyances, as will suffice for her journey to Benares, which she began this day, accompanied, at her own particular request, by Captain Scott and Cantoo Baboo. I could have wished her to remain a day or two longer, till more conveniencies could have been provided; but as she was exceedingly anxious to move, I did not think it adviseable to prevent her.

# BEJYGUR PRIZE MONEY,

Letter from Mr. Hastings to Major Popham, Sir,

I HAVE received your letter of the 12th, and fincerely congratulate you on the easy conquest which you have made of Bidjygur.

It

It gives me great concern that the licentious sess of any persons under your command should have given cause to complain of the infringement of the smallest article of the capitulation in favour of the mother of Cheyt Sing, and her dependents. I hope you will discover the offenders, and oblige them to make restitution, and also punish them in the most exemplary manner. I rely on your humanity and justice to make her all the recompence in your power, by a scrupulous attention to enforce the performance of the remaining stipulations in her savour.

Bearers, coolies, and other conveyances have been ordered for the women and their effects. The mother of Cheyt Sing, her family, and attendants, may refide whereyer she pleases, and she shall be put in possession of such

houses as are her own immediate property.

The subject on which I am now to write is a very disagreeable and painful one, but indispensable. I have received information, which though private, is certainly authentic, that you have already distributed one dividend of the treasure found in Bidjygur among the officers and troops on the spot. If this be true, I am very forry for it; as on many confideration; it appears to me that fuch distribution is premature. I apprehend that it is a propofition not to be disputed, that every thing acquired by the arms of a State belonging to the State which employed those arms: by charters and acts of Parliament the sole right to all the conquests or captures made by the Company's arms is vested in the Company.—It was however my intention to have used my utmost authority and influence to have obtained, for the troops engaged in the fervice against Cheyt Sing, the whole booty which might be found in Bidjygur, or other places: I regarded it as the due reward of their services, and recompence of their sufferings, but I never meant that they should seize it and scramble for Besides, if the actual right was in the army at a time like this, when the exigencies of the Company are so great. furely they might have expected to have benefited by the immediate use of it as a loan. I had, I must own, such confidence in your differetion, that I did expect, if the treasure found in the fort should prove very considerable, you would not have proceeded to any distribution of it, until you had reported the amount to the board, and obtained their fanction for appropriating it to the troops, or at least that you would have represented it to me, as I am fo near you.

It gives me still greater concern to learn, that you have excluded from any benefit in this valuable capture all the troops not immediately acting in the siege of Bidjygur. I have received a strong representation from the officers of Major White's regiment, of their claim to an equal share with

with the troops composing your detachment. And when I confider the fervices and fufferings of that regiment, I cannot help being of opinion that their title is good: you will recollect that it was the first employed, and was exposed in two actions where only danger and honour were to be expected; that it marched to our relief at Benaris, and has ever fince been furnishing detachments and escorts to facilitate the success of your operations: surely neither justice nor generofity will admit that a partial distribution of benefits thould take place amongst corps engaged in the same service, and co-operating to the same effect, because a part of them happen to be employed at a distance from the place where such benefits are immediately obtained. will hardly be supposed by those claimants that you could have overlooked their pretentions, or not have expected that they would have urged them; and they will interpret so precipitate a division of the booty into a defign of pre-Whatever may be the cluding them from any share in it. decision of the Board respecting the treasure in question, the claim of the 6th regiment is unquestionably as just as that of the actual captors. I must therefore require of you to suspend any further dividend or distribution until the orders of the Board respecting it are received; and I desire you will order and require the officers who have already shared, to refund the fums which they have respectively received; and acquaint them, if they do not, they will be responsible to Government, and that such sums, as well as what shall remain, are and must be subject to the final decision of the Board.

Let me add, as a suggestion worth our attention, that if you do persist to decide by your own authority on the claims of the captures, you may, and I foretell that this will assuredly prove so, withdraw the question from our immediate Government to make it a national concern. You might have expected every partial regard from the Board (for myself especially, who have been a personal object of your operations) which we could legally bestow and whatever we had decreed on so meritorious an occasion would have received the undoubted approval of the Company, with whom it would have finally rested; or have fallen, with their displeasure, if they had not approved it, on us alone.

Chunar, I am, &c. 14th Nov. 1781. (Signed) WARREN HASTINGS.

Extract of Bengal General Consultations, the 22d March, 1784.

READ the following letter and report from the Company's Attorney:

To

To William Bruere, Efq. Secretary, &c.

ir.

I request you will please to submit the inclosed report of the opinions of the Judges, in the cause of the Company against Major Balsour, to the Honourable Board, and acquaint me if it is their pleasure that I should proceed to obtain payment of the amount of the decree and costs from Major Balsour.

Calcutta, (Signed) GEO. WROUGHTON. 23d Dec. 1783. Attor. for the Hon. Company.

In the cause the Company

Major Arther Balfour.

The Report of the Company's Attorney.

This cause was heard on Saturday the twenty-second day of November, and the Court decreed in savour of the Company. Of the opinions delivered upon that occasion by the Judges, the Company's Attorney, think it his duty

at this time to make the following report,

The Chief Justice, as soon as the evidence was closed on both fides, expressed great concern that a case of this kind should have come before the Court, after the great and glorious fervices that the army had performed in quelling the rebellion of Cheyt Sing; that he confidered the proposition in one of the Governor's letters produced in the cause, "that acquisitions in war belong to the State who " employed the force," as clear and decifive; and that the Company ought to be confidered as the Trustees of the nation for the plunder taken by their forces, who are subject to the State of Great Britain; that as to the affertion made. by the Counsel for the Defendant, "that the action should have been brought against the Governor General," he was clearly of opinion that they could not support such a claim against him, unless he had given the money to the army by public order, not under private opinion or intimations; and that he was of opinion the Company could support their claim against Major Balfour (although he acted under Major Popham) as well as all the other officers who received the plunder, as it came wrongfully to their possession. Upon the case itself he said, he doubted as to the legality of a delegation of power by the Council to a fingle Member; but that he thought it unnecessary to determine that point in the present case; that he thought, nevertheless, the public order announcing that delegation

a very material ingredient in the cause; and that he underflood it to go no further than to give the command of the army beyond the provinces, to the Governor General, but not to extend fo far as to vest a power in him to give away the property of the Company, or even a reward to the troops; but that supposing the Governor General to have had full power under that order, the question still remains whether he had actually given the property in question, or not. To establish this point, two letters of the Governor General's had been read, which appeared to be very strong, if standing by themselves, and without the Governor General's own construction upon them. The Governor in his evidence fays, he intended the whole booty should have been for the benefit of the troops engaged in the war with Cheyt Sing, not as a right, but as a reward; and that, he meant to interest himself as far as his influence with the Council would go, to that effect: that it was very extraordinary that those letters should be constructed into an order; that though Major Popham might have been justified in thinking it was the Governor's private intention to give the plunder to the army, yet that his letters upon the subject were certainly not meant to be made public, nor were they intended to convey an order; for that if they were; they ought to have been published to the army in general; that the stile of them was private, and meant to be confidential—they begin, he believes, with the words, "Dear Popham," and in one of them he has requested Major Popham to send Major Craufurd's troops to Ramguer, if not wanted, not ordered him so to do. The Chief Justice observed also, that in another of his letters he defires Major Popham to receive the fort, as well as the treasure, for the benefit of himself and his detachment; and here the Chief Justice asked, "was this giving up the right of the Company to "the fort as well as to the treasure?"—He proceeded to observe, that he thought a proposition advanced by Mr. Davies, "That he, Governor, could not give up the legal rights of the Company," strictly just; and that he might have gone further, for that if even the East India Company had directed the money to be distributed, not knowing that they were the persons legally entitled to it, they could afterwards have a right to reclaim it, upon being better advised, and upon discovering that the right was in themselves; that with respect to the haste in distribution, it appeared that there had been no intimation given of it to the Governor General till after it had been made, it appearing upon the evidence that Major Popham issued the orders for that purpose on the same day on which the fort was taken; and that in the course of the two following

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days the proportions were adjusted even before the amount had been ascertained: That he understood the cause was intended to be appealed, and was therefore glad that the sum was sufficient to enable the parties to appeal; that he had no doubt the Company were entitled to the plunder, independently of the charter, under the regulating act of paraliament. That if there had been no such act, the right would have been in the Crown; and that he wished the army had waited to take the treasure as a reward, as no right existed in them to take it.

That he thought the action properly brought against Major Balfour, because Major Popham had acquiesced in the proposition made by the Council, but that Major Balfour

was at the head of those who had opposed it.

### ROHILLA PRIZE MONEY.

To Colonel Alexander Champion, Commander in Chief of the Forces under the Presidency.

Sir.

THE Honourable the Prefident and Select Committee having thought proper to refer to our confideration your letter to the President of the 8th instant, with a copy of the Vizier's inclosed, informing him of a donation of seven lacks of rupees, granted by the Vizier to the army in actual fervice under your command, by his obligation payable in fix months, we have chosen to avoid any discussion on the propriety of this measure, as we find ourselves precluded from a decision upon it by an express clause in the late act of parliament transmitted us by the Honourable the Court of Directors, which prohibits the servants of the Company, civil or military, from receiving any presents, upon any pretence whatfoever. For your better information, we fend fend you inclosed a copy of the said clause, which will doubtless appear to you a sufficient reason for us to resules our assent to the acceptance of this gift.

Fort William, the 29th August, 1774.

We are, with esteem, &c.

### To Colonel Champion, &c.

Dear Sir,

I Received your favour of the 8th instant on the 27th, as I was on the point of dispatching letters, which I had already written and closed, to the Vizier, the Resident, and yourself, on the subject of the Vizier's intentions, communicated to me by Mr. Nath. Middleton, to reward the services

services of the Brigade in the manner in which your letter informs me he has fince carried into execution. Your letter. placing the subject in a new point of view, determined me to suspend my dispatches until I had taken the sense of the Members of the Committee upon their contents. By their advice I now forward to you the letter which I had before prepared; and am authorized by Messrs. Aldersey and Dacres to declare, that they concur with me in the fentiments therein expressed. Your letter I have laid before them in Select Committee, and it was agreed to refer it to the Council at large, as we did not think ourselves, as a Committee. authorized to give our affent to the donation. The mode of it not being strictly conformable to the past resolutions of the Board, nor (considered in respect to the time) to the order of the Court of Directors; it was accordingly referred. and the Board readily confented to give their fanction to the Vizier's donation, and to empower the troops to receive it. But they could not help disapproving of the manner in which this transaction had been conducted, for the following reasons:—Because it was more the appearance of a stipulation made for future fervices, than a return of gratitude for past—Because, by the declaration of the Vizier, which provides against a refusal on my part, and by your own publication of his intention to the army, notwithstanding the reserve admitted of the sanction of Government, the Government is in effect precluded from deciding upon it-And because, in both these points of view, the donation is repugnant to the sense of the Court of Directors, in the orders above alluded to. In this manner the Board had formed their determination; but it did not then occur to us to consult the new act of parliament, a surmise on this Subject was only suggested before we broke up. Upon a reference, however, to it, I was much disappointed, and forry to find that our intentions were entirely defeated, by a clause in the act, to be in force after the 1st of August, 1774, which deprives us of the power to grant, and expressly prohibits the army to receive, the Nabob's intended donation. I inclose a copy of this clause, although I make no doubt. of your having received the act from your correspondents. Agreeable to the positive sense of this clause, notwithstand. ing it is expressed individually, there is not a doubt but the army is included, with all other persons, in the prohibition for receiving presents or donations; a confirmation of which is, that in the clause of exceptions, wherein " Counsellors et at Law, Physicians, Surgeons, and Chaplains, are permitted to receive the fees annexed to their profession," no mention whatever is made by any latitude given to the army, or any circumstance wherein it would be allowable for them to receive presents. This point it seems was particularly

ricularly debated in the House: Lord Clive stated the cases. wherein he thought it would be proper and necessary to allow the army to receive gratuities or prefents; but his reafoning was overruled, and no exception admitted in favour of the army. This unlucky discovery of an exclusion by act of parliament, which admits of no abatement or evafion wherever its authority extends, renders a revifal of our proceedings necessary, and leaves no option to our decision. It is not like the ordinances of the Court of Directors, where a favourable construction may be put, and some room is left for the interpolition of the authority vested in ourselves, but positive and decisive, admitting neither of refinement nor misconstruction: I should be happy if in this instance a method could be devised of setting the act aside, which I should most willingly embrace; but, in my opinion, an opposition would be to incur the penalty. The most eligible plan that I can think of in the present circumstances, is, for the administration to receive the sum intended by the Vizier as a donation to the brigade, and deposit it in the Company's cash; to proceed to the calculation of the proportion due to each individual of the army; to make a public record of the name of every person entitled to a share, with the exact fum specified which is due to him, by which means, if the donation should be admitted, the right and property of every individual will be exactly aftertained and fixed, beyond the possibility of any future event to alter—equally recoverable, whether he may be in the fervice, or removed from it, and in case of death, attainable to the heirs or executors of the deceased. This appears to me the best expedient for the interest of the army; but as I do not know your fentiments upon it, nor the general sense of the army, I have not offered it to the public confideration of the Board-the proposal, if approved, will come with the greatest propriety from you; and I can venture to affure you, that the Members of Administration will readily adopt it, and that they will strongly recommend the Vizier's donation to the approbation of the Court of Directors; or if the power of granting acceptance should not be vested in them, that the parliament may be petitioned in favour of their army. As I confidently hope that the issue of such an application would be favourable, the only inconvenience to the army will be the delay in the payment of their shares, which I shall endeavour to prevent from becoming a lo's to them, by proposing the payment of interest for the loan of their money to the Company .- Since writing the first part of this letter, the Board have reconfidered the subject of the donation; and as it appears to them that their former resolutions, with their remarks upon the mode of accepting the donation, might fuggest argu-VOL. I. M

ments to invalidate the claim of the army, which now must rest upon a reference home, they agreed to give up every consideration respecting the transaction of this business to the interest of the army, and to suppress every circumstance that might affect their plea with the Court of Directors; resting the matter solely upon the act of parliament, and entirely obliterating their former proceedings. You will with this receive a letter from the Board, and with it a copy of the clause of the act of parliament, which prevents me from sending it, as I have mentioned above.

Fort William, I am, dear Sir, the 31st August, 1774. Your most obedient servant, (Signed) WARREN HASTINGS.

Received September 22d

Information, in Obedience to the 2d, 3d, and 4th Orders of the Honourable House, dated 24 die Martii, 1786.

Veneris, 24 Die Martii, 1786 \*.

Ordered. THAT the Directors of the East India Company do lay before this house, a copy of any proceedings they might have held at the India House in the year 1779, in consequence of a resolution taken by the Governor General on the 9th July, 1778, to demand from Cheyt Sing five lacks of rupees, as his proportion of the expence incurred by the war with France; that they do also specify at what time they received the account of this demand, and at what time they received the Secret Confultations of the Bengal Government of the 28th of September, 1778: And also, a copy of any orders fent to Bengal, or proceedings, observations, or protests of the Court of Directors, or of any of the Directors that may appear upon the Minutes of the Court, either upon the receipt of the secret letter from Bengal of the 17th of August, 1778, or in consequence of Mr. Hastings having recorded it as his opinion, in the fecret confultations of the 28th of September, 1778, that "Mr. Fowke's " instructions related only to the fixed and annual revenue, " but could never be understood to preclude that right et which every Government inherently possesses, to com-

of pel all its dependencies to contribute, by extraordinary fupplies, to the relief of extrordinary emergencies."

<sup>\*</sup> Mived by Majer Scott.

Ordered.

That the Directors of the East India Company do lay before this house, a copy of any proceedings they may have held at the India House in consequence of a resolution taken by the Government General of Bengal, on the 19th of July, 1779, to require from Cheyt Sing five lacks of rupees as his proportion of the expence incurred by the war with France for that year; that they do also specify at what period they received the fecret Bengal confultations upon the subject of the above demand, and when they received the secret letter from Bengal of the 13th of March, 1780, which informed them that the demand had been enforced by the march of two battalions of Sepoys to Benares. and that the Rajah had been compelled to defray the expence of this detachment: that the Directors be further required to lay before this house, a copy of any orders that were fent to Bengal on this subject in 1780 or 1781, or of the observations or protests of the Court of Directors, or of any of the Directors, in confequence of those proceedings in Bengal.

Ordered.

That the Directors of the East India Company do lay before this House, a copy of any proceedings they may have held at the India House, in consequence of a demandmade by the Government General of Bengal upon Cheyt Sing, on the 22d of June, 1780, for five lacks of rupees, as his share of the expende of the war for that year; that they be directed to inform the house at what period the advices relative to this subject were received by them, and what orders were fent to Bengal in the year 1781, in consequence of the information contained in the fecret letter from Bengal, of the steps taken in that year to enforce Cheyt Sing to pay the five lacks of rupees; also copies of the observations and protests of the Court of Directors, or of any of the Directors, made in consequence of the information transmitted from Bengal, relative to Cheyt Sing in 1780.

I. HATSELL. Clk. Dom. Com.

The fecret letters from Bengal, dated the 17th of August 1778, was received by the Eagle, the 11th April, 1779. The fecret confulations of 9th July, 1778, were received per Eagle, the 12th April, 1779.

The fecret consulations of 28th September, 1778, received per Godfrey, the 26th December, 1779: And the

Secret consultations of the 19th July; 1779, received

per Swallow, 28th July, 1780

There is no fecret letter of 13th March, 1780, but a public letter of that date, received per Ceres, the 21st of M 2 anuary January, 1781. The secret letter by that dispatch is dated

the 15th of March.

It is the secret letter of the 29th Nov. 1780, received by the Fox the 19th October, 1781, which mentions that compulsive measures had been used to oblige Cheyt Sing to acquiesce in the demand for five lacks made on him the 22d of June, 1780. But there was no proceedings had in consequence of the receipt of these advices, or any orders sent to Bengal.

# BENARES - DOORBEJEY SING.

Extract of Bengal Secret Consultations, the 4th December, 1782.

THE Secretary having received the following minute with the letter inclosed in it, from the Governor General, they were circulated agreeable to his instructions.

27th November, 1782. Governor General, I defire the Secretary to lay the accompanying letters from Mr. Markham before the Board, and request that orders may be immediately fent to him concerning the sub-jects contained in them. It may be necessary to inform the Board, that on repeated information from Mr. Markham, which indeed was confirmed to me beyond a doubt by other channels, and by private assurances which I could trust, that the affairs of that province were likely to fall into the greatest confusion, from the misconduct of Baboo Doorkbejey Sing, whom I had appointed the Naib; fearing the dangerous consequences of a delay, and being at too great a distance to consult the Members of the Board, who I knew could repose that confidence in my local knowledge, as to admit of this occasional exercise of my own separate authority, I wrote to Mr. Markham the letter to which he alludes, dated 29th September last, of which I now lay before the Board a copy. The first of the accompanying letters from Mr. Markham arrived at a time when a fevere teturn of my late illness obliged me, by the advice of my physicians, to leave Calcutta for the benefit of the country air, and prevented me from bringing it earlier before the notice of the Board. It had indeed been my intention, but for the same cause, to have requested the instructions of the Board for the conduct of Mr. Markham in the difficulties which he had to encounter immediately after the date of my letter to him, and to have recommended the substance of it for an order of the Board, of which indeed I had given him expectation; and this will account for his letter of the 24th October, stating the subject, without any reference to the orders which I had given him; and for his subsequent leters referring to my orders, for what he had done in obedience dience to them, and in default of orders from the Board—I do now most earnestly recommend that the Board will be pleased to confirm the appointment which Mr. Markham has made, and to direct him to exact from Baboo Doorkbejey Sing with the utmost rigour, every rupee of the collections which it shall appear that he has made and not brought to account; and either to confine him at Benares, or to send him a prisoner to Chunar, and keep him in confinement until he shall have discharged the whole of the amount due from him.

I feel myself, and may be allowed on such an occasion to acknowledge it, personally hurt at the ingratitude of this man, and the discredit which his ill conduct has thrown on my appointment of him. In my own justification it will be fufficient to recur to the remembrance of my affigned motive for his appointment. The Rajah himself, scarcely arrived at the verge of manhood, was in understanding but little advanced beyond the term of childhood, and it had been the policy of Cheyt Sing to keep him equally feeluded from the world and from business. It was therefore indifpenfibly necessary to depute some person for the management of his affairs, and no one certainly could appear fo fit for this trust as his own father, whose external appearance and behaviour, and the mode of his education (which qualities were all that could be yet known of his character) feemed besides to qualify him for that charge. He has deceived me; he has offended against the Government which I then represented, and merits at least the punishment of a rigid exaction of its dues, and, in my opinion, a forfeiture As he was allowed a jagheer of a very of its bounties. liberal amount, to enable him to maintain a state and confequence suitable both to the relation in which he stood to the Rajah, and the high-office which had been affigued to him, and sufficient also to free him from the temptation of little and mean peculations, it is therefore my opinion, and I recommend that Mr. Markham be ordered to divest him of his jagheer. and re-unite it to the Maulguzary, or the land paying it's revenue through the Rajah to the Company.

The opposition made by the Rajah, and the old Rannee, both equally incapable of judging for themselves, do certainly originate from some secret influence which ought to be checked by a decided and peremptory declaration of the authority of the Board, and a denunciation of their displeasure at their presumption. If they can be induced to yield the appearance of a chearful acquiescence in the new arrangement, and to adopt it as a measure formed with their participation, it would be better than that it should be done by a declared act of compulsion; but at all events it ought to be done. In the management of this business I would re-

commend that the Board trust to Mr. Markham's discretion for the execution of their orders.

I must beg leave farther to recommend that Mr. Mark-ham be authorized to grant the Khelaut for the Niabut to Baboo Jaggar Deo Sing, and to carry into execution the other points of my letter of the 20th September. The institution of the new offices therein recommended will effectually guard against the embezzlements and concealed practices which the example of Doorkbijey Sing may suggest to others intrusted with that charge,

WARREN HASTINGS.

Nia Serai, September 29th, 1782.

I have received your letter of the 8th instant, and am no less pleased with your conduct than I am dissatisfied with that of Doorbijey Sing. I am thoroughly convinced of his incapacity, and of the necessity of removing him. Your recommendation of Ally Ibrahim Khawn gives me pleasure; I consider it as a confirmation of his worth, and as an additional proof of yours, that you have conceived a friendship for the man who from the nature of his office might possibly have been to many others in your situation an object of jealousy. For the reasons you have assigned, I think he cannot with propriety accept the Neabut, and for the same reasons I should be unwilling to make him a Sizawal; it is an invidious office, inferior in point of dignity even to that of Naib, and invariably exposes the person who possesses it to the ill-will, not only of his immediate superior in his district, but of all over whom his authority extends: The post he already fills is as laborious as it is useful and important; not only perfect leisure, but popular esteem is in some measure necessary to the perfect discharge of its duties, and I should be very forry to give him an employment that might contribute to rob him of either, Avail yourself however of his experience and abilities upon all occasions where they can be of service to you in your public business, and particularly upon the arrangements which this letter will authorize you to make\*.

I need not tell you, my dear Sir, that I possess a very high opinion of your abilities, and that I repose the utmost considence in your integrity: The whose of your conduct

<sup>\*</sup> Lest it should be suspected that Mr. Markham's recommendation of Al'y Ibrahim Cawn was produced by his knowledge of Ally Ibrahim Cawn's wishes to be employed in the charge of the collections, I think it proper to mention that I received a letter from him a very short time after mine was written, containing his objections to the charge which Mr. Markham wished to assign to him, in substance exactly similar to my own.

**u**nlei**s** 

fince our acquaintance has ferved to impress me with these sentiments, and mine I hope has proved that I entertain them. From your long residence at Benares, and from the part you have had in the business of that Zemindary, you must certainly best know the men who are most capable and deserving of public employment. From among these Lauthorize you to nominate a Naib to the Rajah in the room of Doorbijey Sing, whom on account of his ill conduct I think it necessary to dismiss from that office. will hardly be necessary to except Oossaun Sing from the description of men to whom I have limited your choice, yet it may not be improper to apprize you that I will on no terms consent to his being Naib. In forming the arrangements consequent upon this new appointment, I request you will, as far as you can with propriety, adopt those which were in use during the life of Bulwant Sing, so far at least as to have distinct offices for distinct purposes, independent of each other, and with proper men at the head of each, so that one office may detect or prevent any abuses or irregularities in the others, and together form a system of reciprocal checks. Upon that principle I desire you will in particular establish, under whatever names, one office of receipts and another of treasury; the officers of both must be responsible for the trust and regularity of their respective accounts, but not subject in the statement of them to the controul or interference of the Rajah or Naib, nor should they be removeable at pleasure, but for manifest misconduct only. At the head of one or other of these offices I could wish to see the late Buxey Rogosher Dyall. His conduct in his former office, his behaviour on the revolt of Cheit Sing, and particularly at the fall of Bidjeygur, together with his general character, prove him worthy of employment, and of the notice of our Government. It is possible that he may have objections to holding an office under the present Rajah-offer him one however, and let him know that you do so by my directions. In forming these arrangements do not wholly neglect the Rajah; confult with him in appearance, but in appearance only: His fituation requires that you should do that much, but his youth and inexperience forbid that you should do more.

With respect to Doorbijey Sing, he has dishonoured my choice of him. It now only remains for me to guard against the ill effects of his misconduct, to detect and punish it.-To this end I defire that the officers to be appointed in: consequence of these instructions do, with as much accuracy and expedition as possible, make out an account of the receipts, disbursements, and transactions of Doorbijey Sing during the time he has acted as Naib of the Zemindar of Benares; and I defire you will in my name affure him that M<sub>4</sub>

unless he pays at the limited time every rupee of the revenue due to the Company, his life shall answer for the default. I need not caution you to provide against his slight, and the removal of his effects.

I am, &c. (Signed) WARREN HASTINGS.

The letters which follow were also circulated with the above minute.

Benares, 24th October, 1782.

To the Honourable Warren Hastings, Esquire, &c. &c.

Honourable Sir, and Sirs,

I have delayed fending to you the accounts treasury for the month of September, as I have yet only received from Rajah Myipnarain the sum of 155,000 rupees, in part payment of the kist of Bahdown, due to the 21st ultimo.

The month of Assin is now elapsed, and I see no probability of his speedily completing the balance due on account malguzarry of the last year. I have in the strongest terms represented to the Naib Durbeetzy Sing the impropriety of his conduct, and the ruin which must attend him, if thus acting contrary to my advice, he wilfully abuses the trust reposed in him by your Honourable Board. He cannot plead inability, for I am consident that he has ready cash now by him more than sufficient to answer every demand.

I am forry that my duty obliges me to mention to your Honourable Board my apprehensions of a severe loss accruing to the Honourable Company, if Baboo Durbeetzy Sing is continued in the Naibur during the present year. I ground my fears on the knowledge I have had of his mismanagement, the bad choice he has made of his Aumils. the mistrust which they have of him, and the several complaints which have been preferred to me by the Ryotts of almost every Purgunnah in the Zemindarry. I did not choose to waste the time of your Honourable Board, in listening to my representations of his inattentions to the complaints of oppression, which were made to him by his Ryotts, as I hoped that a letter he received from the Honourable Governor General would have had weight sufficient to have made him more regular in his business, and more careful of his son's interest. I am sorry to observe that it was but a ten porary remedy to the evil.

During a course of two months illness he was incapable of transacting any business whatsoever. In the most prefing letters I repeatedly enjoined him to appoint either one of his brothers, or some confidential servant, for the set-

tling

tling the accounts of his Aumils, and for receiving the kifts due from them. I imagine he will find himself a very

confiderable lofer by neglecting this advice.

An innate floth in his disposition, studied procrastination in every business where application and dispatch are necessary, mark him as unfit for the present station to which he has been elevated by his alliance with the old family of Bulwant Sing, and the regard which the Honourable Governo General paid to the obvious idea of the father's being the most proper person for the management of the son's affairs.

I intended to have represented these circumstances to your Honourable Board some weeks ago, but was prevented by a severe intermittent sever, which consined me to my bed.

I acquainted Mr. Day, the Paymaster to Sir John Cumming's detachment, that I had your directions for advancing three months pay; but he required only two lacks of rupees, for which I have taken his drafts on the Military Paymaster General.

I have the honour to be, &c. &c. &c. WILLIAM MARKHAM, Refident.

Honourable Sir, and Sirs,

The loss which would accrue upon the year's collections, if some immediate step had not been taken, has obliged me to put in force the orders which I received from the Honourable the Governor General, in a letter dated 29th of September; and which I at that time delayed to do, hoping that the difference of a few days would occasion no detriment in the collections, and that I should be able to perfuade the Naib Deerbeetzy Sing to pay up the balances of bis last year's mulguzary. I have been deceived in the latter of my expectations, and find Deerbeetzy Sing more obslinate than ever in withholding the balance of his Bahdoor kist, two lacks of which only have as yet been received. It is necessary that I should make one observation to you. that I am confirmed in an opinion which I formerly had, but which I could not with propriety mention to your Honourable Board, that it never was Durbeetzy Sing's intention to hold the country longer than throughout the Fusfulee year one thousand one hundred and eighty-nine. My reason is as follows:—He has often expressed a disgust that the country should be given to him on harder terms than those on which the late Cheyt Sing held it; and you will observe that he has this year only paid twenty-feven lacks twentyfeven thousand rupees, which is nearly the amount of what Rajah Cheyt Sing's tribute was after the five lacks on his contribution towards the expences of the war was levied upon him. I am confident, and hope I shall be able to prove, that he has collected at least forty lacks from the Raie

Raje. I have therefore, in consequence of the Honourable the Governor General's orders, sent him a letter, informing that he is dismissed from his former employment; a translation of which I have the honour to inclose. I thought it proper that Dubeetzy Sing should be put under a gentle confinement until I shall receive your Honourable Board's orders for any future measures

As the Honourable the Governor General has given me an authority to select a proper person for Naib; and as Baboo Nachul Sing, and Baboo Jagger Deco Sing, are the only two of the family of Rajah Bulwant Sing who are fit for such a trust, I recommended the latter to the Honourable the Governor General; and as his illness has prevented me from receiving further instructions, I have appointed

him Naib.

The Honourable the Governor General also ordered me to establish offices which might not only be a reciprocal check upon each other, but might also prevent any collusion on the part of the Naib, I shall therefore appoint a Dewan; one office for receipts of revenue into the treasury, a treafury, and a fourth office in which are to be kept all difbursements from the treasury. If I had waited for further directions from the Honourable the Governor General, or your Honourable Board, the collections on the Khareef Fusfil would have been entirely lost, and a deficiency perhaps happened in the forty lacks which is the malguzary from Rajah Myhipnarain this year, as a most unusual drought has been univerfally felt over the country, no rain having fallen fince the latter end of August, which may prove very detrimental to the Rhabee Fussil.

Babbao Durbeetry Sing has certainly money by him sufficient to pay up the arrears of the month Bhadoon; and it would be proper that some stricter confinement should oblige him to part with it for that purpose: Yet let me assure your Honourable Board, that I will exert myself as much as possible to recover any balances which may be due to him from the country, and that it shall be my most earnest endeavour to avert any loss from the Honourable Company, which his obstinate conduct and impolitic dishonesty might

otherwise occasion.

I hope that your Honourable Board will approve of my conduct in this business, and that you will believe I am,

Honourable Sir, and Sirs, &c. &c. &c. Benares, WM. MARKHAM, Resident. 12 Nov. 1782.

#### BENARES RESOLUTIONS.

Extract of Bengal General Confultation, the 14th Oct. 1783.

THE Governor General lays before the Board the fol-

lowing letter from the Resident at Benares.

Benares, 6th October, 1783. Sir. I have received an official letter from the Chief Magiftrate, representing the great distress to which the town of Benares is subject, from the want of grain in the present great scarcity and drought, and requesting that I would direct the Naib to take off the duty on that article; the Naib, on the contrary, has represented this as a probable Ioss to a very large amount. I beg to receive the honour of your instructions with respect to the extent of the Chief Magistrate's authority in this point, and how far I may confider his request as authorizing the remission of the duty. In the mean time, however, to relieve the immediate distress of the town, I have directed a partial remission of the duty, which I have confined to the Chokies in and near Benares. In this I had also in view the support of the Chief Magistrate's authority and dignity in the eyes of the public, who looked up to him for relief, and having heard of his application, were perfuaded it would not be in vain. I have ordered the Custom Master to give me an exact and daily account of the loss arising from this remission, which I shall do myself the honour of laying before you. I have the honour to be, &c.

(Signed) F. FOWKE.

# Arzie from the Widow of Rajah Bulwant Sing; received 14th April.

A teep for the money of the balances has been fettled from the house of Gopaul Doss Sahoo; accordingly, before this, I addressed an arzie on this subject to your presence; it will have been perused by your High-I am hopeful, from your favour, that orders may be iffued from your presence, that the teep being delivered, the guard may be removed; and of the present collections, whatever part may be in the hands of Baboo Durbeetzy Sing, he has paid into the Khezannah of the Besides this, whatever may appear to be due on inspection of the receipts, he is ready to pay; but in what manner Baboo Jugeer Deo Sing has made out the accounts of the receipts, your Highness will learn from the arzie of my son, Rajah Mehipnarain Behader. As the Almighty has made your Highness the distributor of Justice to the world, I am hopeful, from your justice and equity, that an order on this subject may be issued from the presence to thethe Audaulet, that ally Ibarhim Khunt Behader may fettle the present receipt of the collections of Baboo Durbejie Sing, having ascertained it from real proofs, agreeable to the daily entries and vouchers, and by confronting the Chowdries and Canongoes; and that he enquire into and ascertain the balances which, to the amount of large sums, are due from the Maulguzars.

### Arzie from Rajah Mehipnarain.

A teep for the money of the balances has been fettled from the house of Gopaul Doss Sahoo; accordingly, before this. I addressed an arzie on this subject to your presence; it will have been perused by your Highness. I am hopeful, from your favour, that orders may be issued from your presence, that the teep being delivered, the guard may be removed. The collections of the present year 1190, Fusfulle, were not current before this, without the order of Mr. Markham; when that gentleman gave his order, then the collections commenced. Whatever money has been received by Baboo Durbeeetzy Sing, he has paid into the Khezanna of the Sircar. Besides this, whatever may appear to be due on the inspection of the receipts, he is ready to pay. At this time Baboo Jugger Deo Sing has drawn the account of the receipts in this manner; he has flationed an Aumeen in every place from among his own dependants; whatever money of the balances the Aumils and Assumees, having carried to the balance account, have taken receipts for, those he now wishes from his malice to include in the present receipt, and thus settle the receipts. My master, this is not the custom of the Matropolis lands; and the money which the Maulguzars have in the present year given as part of the balances, should be included by any person, from enmity, in the receipts of the present year. The doing justice in this matter de-pends upon your Highness. Balances to the amount of large fums remain in the country. As the Almighty has made your Highness the distributor of justice to the world. I am hopeful, from your justice and equity, that an order on this subject may be issued from the presence to the Adaulet, that ally Ibrahim Cawn Behader may fettle the present receipt of the collections of Baboo Durbeetzy Sing. having ascertained it from real proofs agreeably to the daily entries and vouchers, and by confronting my Muttesiddies, and the Choudries and Canongoes, and that he enquire into and ascertain the balances which, to the amount of large fums, are due from the Mulguzars.

True translations. (Signed) EDW.

EDW. COLEBROOKE, Perf. Translator.

Honourable

Honourable Sir and Sirs,

MR. James Miller, acting Accountant General, has applied to me for an estimate of receipts and disbursements of this department for six months, agreeably to the orders of your Honourable Board. In forming this estimate, I find it necessary to address your Honourable Board on the subject of balances due from Babboo Durbetzy Sing, which (from his conduct in the office he lately filled) I have

fet down in my estimate as doubtful.

Babboo Durbetzy Sing was put into confinement, by order from your Honourable Board, on the 13th day of November, 1782—he was in possession of his office till that time. The new year commenced the 21st September, 1782. From the 21st September to the 13th November nearly two kists were due from him to the Government of the present year; these kists were that of Assin, due the 20th of October, and that of Cattick, due on the 19th of November. On the 13th day of November the day on which Durbetzy Sing was put into confinement, only six days remained of the period at which the second kist of the present year would have been due from him to Government.

The payments made by Durbetzy Sing, on his being releafed from confinement, as stated in a public letter from the late Resident to your Honourable Board, dated the 9th April, 1783, were solely on account of the last year; and a written engagement was taken by the late Resident, from Durbetzy Sing, under his seal and signature, to this effect: That he would pay the amount of the different sums he had collected for the present year, whatever they might be determined to be.

The present Naib, Baboo Jugger Deo Sing, has paid the full amount of this year's kists up to this time, independent of the collections made by Baboo Durbetzy Sing in the beginning of the year; and will, I believe, discharge all that will be fairly due from him, notwithstanding the failure which the scarcity of rain at the usual period has occasioned, and which has been almost as severely felt in this country as in the dominions of his Excellency the Vizier. But it appears just and reasonable that Babboo Durbetzy Sing should be made answerable for the kists of Assen, which was due from him nearly one month before his imprisonment: I must request to be savoured with the orders of your Honourable Board on this subject.

It may perhaps appear extraordinary to your Honourable Board, or at least doubtful, how the present Naib has been enabled to discharge the whole amount due from this country to Government, independent of collections made at the beginning

beginning of the year by his predecessor Durbetzy Sing, and

not brought to public account.

The kistbundee, or general statement of payments to be made from his Zemindary to Government in the course of the year, will explain the seeming inconsistency. The amount of each kist or monthly payment to be made through the year, is 2,90,000 rupees for each, except the last kist in the year, that of Bhudoon, which is 8,10,000. The sums actually collected from the country for the month of Badoon are less than those of every other month, and the sum of 8,10,000 rupees is made up by the surplus collected from the country in the course of the eleven preceding months. Eight months of the present year are now elapsed; I have therefore set down the sum of 2,90,000 rupees opposite to the month of Bhudoon, as doubtful in the estimate transmitted to Mr. James Miller, it will occasion a balance in that kist, when due, if not previously adjusted.

I cannot conclude without taking the liberty of observing, that the most speedy orders will probably be the most effectual in recovering this amount from Derbeitzy Sing; his conduct at the close of the last year, I think, fully justifies the suspicion on which this observation is grounded.

Benares, I have the honour to be, &c.
5th July, 1783. (Signed) F. FOWKE,
Rest.

Honourable Sir, and Sirs,

In the public accounts of this station, which I had the honour to transmit for your inspection last month, there would appear an unappropriated balance then remaining in the Honourable Company's Treasury here, to the amount of 4,05,457. 6. In a few days I shall receive a further sum of 2,00,000 rupees from the Naib Babboo Jagger Deo Sing, being the amount of the next kist for Assur.

After defraying the civil and military charges of this station for the month of July, there will remain an unappropriated balance in the Treasury of more than sive lacks of

rupees.

The withholding this sum from circulation in the city of Benares, the residence of many capital Shroffs, and particularly of Gopauls Doss Saw, whose concerns with the Honourable Company's military expence is well known to your Honourable Board, is attended with many and great inconveniencies, both immediately to them, and will also be felt in the payments of the public revenue to be made in the two succeeding months.

For these reasons I have been induced to submit to your consideration, whether the remitting this sum to the Presidency by bills of Exchange, or to any other station where

the

the calls of Government may require a supply of cash, may not be necessary. The monthly receipts exceeds the monthly disbursements of this station, it cannot therefore be immediately necessary at Benares.

Benares, I have the honour to be, &c.
28 July, 1783. (Signed) F. FOW KE.
Rest.

Honourable Sir, and Sirs,

I Received the honour of your letter of the 20th ultimo, directing me to endeavour to obtain from the Rajah's Naib the kifts of Cautick, Augun, and Poofe, and also that of Maug.

By my accounts transmitted to your Honourable Board, under date the 31st January, 1784, you would be informed, that the kists of Cautic had been received; the kists of Aughun has since been paid, and I hope shortly to

receive that of Bose.

The cause of the present difficulty that the Naib finds in liquidating the Rajah's kists, proceeds principally from the heavy loss which this country sustained in the Kurrees harvest for want of rain. This is the harvest on which the kists at the beginning of the year solely depend; great part of this was lost by the drought, and the Aumils, consequently, rendered less capable of making good their engagements with punctuality than in a plentiful year. To this may be added the loss which the collections of this country suffered in striking off all duties upon grain; which, though, absolutely necessary to lessen the high price of grain which, the drought occasioned, was nevertheless attended with a heavy loss to the collections.

There is also one fund which, in former years, was often applied in this country to remedy temporary inconveniencies in the Revenue, and which, in the present year, does not exist: This was the private fortunes of Merchants and Shroffs resident in Benares, from whom Aumils of credit could obtain temporary loans to satisfy the immediate calls of the Rajah. These sums, which used to circulate betwirt the Aumil and the Merchant, have been turned into a different channel by bills of exchange, to defray the expences of Government, both on the West coast of India,

and also at Madras.

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

Honourable Sir, and Sirs,

Benares,

Your most obedient,

14th Feb. 1784.

Signed)

F. FOWKE, Rest.

Extract of Bengal Secret Consultations, the 20th April, 17.84.

READ the following letter from the Honourable the Governor General.

Lucknow, the 2d April, 1784.

Edward Wheler, Efquire, Council, &c. &c. &c. Fort William.

Gentlemen,

Having contrived, by making forced stages, while the troops of my escort marched at the ordinary rate, to make a flay of five days at Benares, I was thereby furnished with the means of acquiring some knowledge of the state of the province, which I am anxious to communicate to you. Indeed the inquiry, which was in a great degree obtruded upon me, affected me with very mortifying reflections on my own inability to apply it to any useful purpose.—From the confines of Buxar to Benares I was followed and fatigued by the clamours of the discontented inhabitants; it was what I expected in a degree, because it is rare that the exercise of authority should prove satisfactory to all who are the objects of it. The diffresses which were produced by the long continued drought unavoidably tended to heighten the general discontent; yet I have reason to sear that the cause existed principally in a defective, if not a corrupt and oppressive Administration. Of a multitude of petitions, which were presented to me, and of which I took minutes, every one that did not relate to a personal grievance continued the representation of one and the same species of oppression, which is in its nature of an influence most fatal to the future cultivation. The practice to which I allude is this:—It is affirmed, that the Aumils and Renters exact from the proprietors of the actual harvest a large increase in kind on their stipulated rent, that is, from those who hold their pottahs by the tenure of paying one half of the produce of their crops, either the whole without a subterfuge, or a large proportion of it by falle measurement, or other pretexts; and from those whose engagements are for a fixed rent in money, the half or a greater proportion is taken in kind. This is, in effect, a tax upon the industry of the inhabitants, fince there is scarce a field of grain in the province, I might say not one, which has not been preserved by the incessant labour of the cultivator, by digging wells for their supply, or watering them from the wells of masonry, with which this country abounds, or from the neighbouring tanks, rivers, and nullahs. The people who imposed on themselves this voluntary and extraordinary

traordinary labour, and not unattended with expence. did it in the expectation of reaping the profits of it; and it is as certain, that they would not have done it, if they had known that their rulers, from whom they were entitled to an indemnification, would take from them what they had so hardly earned. If the same Administration continues. and the country shall again labour under a want of the natural rains, every field will be abandoned, the Revenue fail, and thousands perish through the want of subsistence; for who will labour for the fole benefit of others, and to make himself the subject of vexation? These practices are not to be imputed to the Aumils employed in the districts, but to the Naib himself. The avowed principle on which he acts. and which he acknowledged to myself, is, that the whole fum fixed for the revenue of the province must be collected; and that for this purpole, the deficiency arising in places where the crops have failed, or which have been left uncultivated, must be supplied from the resources of others, where the foil has been better fuited to the season, or the industry of the cultivators more successfully exerted; a principle which, however specious and plausible it may at first appear, certainly tends to the most pernicious and destructive consequences. If this declaration of the Naib had been made only to myself, I might have doubted my construction of it, but it was repeated by him to Mr. Anderson, who understood it exactly in the same sense. In the management of the Customs, the conduct of the Naib, or of the officers under him, was forced also upon my attention. The exorbitant rates exacted by an arbitrary valuation of the goods, the practice of exacting duties twice on the same goods, first from the seller, and afterwards from the buyer, and the vexatious disputes and delays drawn on the Merchants by these oppressions, were loudly complained of; and some instances of this kind were said to exist at the very time when I was in Benares. Under fuch circumstances we are not to wonder if the Merchants of foreign countries are discouraged from resorting to Benares, and if the commerce of that province should annually decay. Other evils, or imputed evils, have accidentally come to my knowledge, which I will not now particularize, as I hope that, with the affistance of the Resident, they may be in part corrected. One, however, I must mention, because it has been verified by my own observation, and is of that kind which reslect an unmerited reproach on our general and national charac ter. When I was at Buxar, the Resident, at my desire, en joined the Naib to appoint creditable people to every town through which our route lay, to persuade and encourage the inhabitants to remain in their houses, promising to give them guards as I approached, and they required it for their Vol. I. protection:

protection; and that he might perceive how earnest I was for his observation of this precaution (which I am certain was faithfully delivered) I repeated it to him in person, and dismissed him that he might precede me for that purpose; but, to my great disappointment, I found every place through which I passed abandoned, nor had there been a man left in any of them for their protection. I am forry to add, that from Buxar to the opposite boundary, I have seen nothing but the traces of complete devastation in every village; whether caused by the followers of the troops which have lately passed for their natural relief (and I know not whether my own may not have had their share) or from the apprehensions of the inhabitants, left to themselves, and of themsclves deserting their houses. I wish to acquit my own countrymen of the blame of these unfavourable appearances, and in my own heart I do acquit them, for at one encampment near a large village called Derrera, in the Pergunnah of Zemannea, a crowd of people came to me, complaining that their former Aumil, who was a native of the place, and had long been established in authority over them, and whose custom it had been, whenever any troops passed, to remain in person on the spot for their protection, having been removed, the new Aumil on the approach of any military detachment, himself first fled from the place, and the inhabitants, having no one to whom they could apply for redress, or for the representation of their grievances, and being thus remediless, fled also; so that their houses and effects became a prey to any person who chose to plunder them. The general conclusion appeared to me an inevitable consequence from such a state of facts, and my own senses bore testimony to it in this specific instance; nor do I know how it is possible for any officer, commanding a military party, how attentive foever he may be to the discipline and forbearance of his people, to prevent disorders, when there is neither opposition to hinder, nor evidence to deter them. These, and many other irregularities, I impute solely to the Naib, and I think it my duty to recommend his instant removal. I would myself have dismissed him, had the controul of this province come within the line of my powers, and have established such regulations and checks as would have been most likely to prevent the like irregularities. I have faid checks, because unless there is some visible influence, and a powerful and able one, impended over the head of the Manager, no system can avail. The next appointed may prove from some defect as unfit for the office as the present; for the choice is limited to few, without experience to guide it. The first was of my own nomination: His merits and qualifications stood in equal balance with my knowledge of those who might have been the candidates for

the

the office: But he was the father of the Rajah, and the affinity funk the scale wholly in his favour; for who could be so fit to be entrusted with the charge of his son's interests, and the new credit of the rifing family? He deceived my expectations. Another was recommended by the Resident; and at my instance the Board appointed him. This was Juggerdeo Sing, the present Naib; I knew him not, and the other Members of the Board as little. While Mr. Markham remained in office, of whom as his immediate patron he may have stood in awe. I am told that he restrained his natural disposition, which has been described to me as rapacious, unfeeling, haughty, and to an extreme vindictive. I cannot avoid remarking, that excepting the city of Benares itself, the province depending upon it is in effect without a Government, the Naib exercifing only a dependant jurisdiction, without a principal. The Rajah is without authority, and even his name disused in the official instruments issued or taken by the Manager. The reprefentation of his fituation shall be the subject of another letter; I have made this already too long, and shall confine it to the fingle subject, for the communication of which it was begun: This permit me to recapitulate-The Administration of the province is misconducted, and the people oppressed; trade discouraged, and the Revenue, though faid to be exceeded in the actual collections by many lacks (for I have a minute account of it, which states the nett amount, including jaghires, at something more than fifty-one lacks) in danger of a rapid decline from the violent appropriation of its means. The Naib or Manager is unfit for his office: A new Manager is required, and a system of official controul—in a word, a Constitution; for neither can the Board extend its superintending powers to a district so remote from its observation, nor has it delegated that authority to the Resident, who is merely the representative of Government, and the receiver of its Revenue in the last process of it; nor indeed would it be possible to render him wholly fo, for reasons which I may hereafter detail. Gentlemen, you shall think it proper to entrust me with powers for this purpose, I will chearfully undertake the reformation of the country, and will be answerable for its effects; but I entreat that your resolves may be instant, for from the hour that it is known that such a design is in contemplation (and it will be known in ten days after your receipt of it) the authority of the Manager will fink with his influence, unless it is preserved by some immediate pledge of confirmation; and such I would advise, if you should deem it improper to yield to my recommendation. I have the happiness to find all men satisfied and happy in the excellent Administration of the city of Benares; and have experienced

perienced, what few men of the first station have known in the intercourse with the natives of India, if of any other country, the voice of adulation diverted even in my own presence from myself, in the eagerness of bestowing a better merited praise on another. Such is the tribute which the wildom and integrity of Ally Ibrahim Cawn have extorted from the hearts of those who have been subjected to his jurisdiction; and I dare trust to the result of your own enquiries, let who will make the report of him, for a confirmation of mine.

> I have the honour to be. &c. &c. &c. WARREN HASTINGS.

P. S. The above letter was written immediately after my leaving Benares; but the interruptions of travelling occasioned a delay in transcribing it until the present day. This delay has, however, given me an opportunity of afcertaining more fully the informations I received at Benares, and of confirming the opinion I before entertained. W.H. (Signed)

Extract of Bengal Secret Consultations, the 20th May, 1784.

RESOLVED, by the majority of the Board. That the following letter be written to the Honourable the Governos General.

Honourable Sir.

We have been honoured with your letter of the 2d of hast month, in respect to the Zemindary of Benares, and have taken it into our most serious confideration. have already had the honour to advise you, that this was protracted until there should be a full meeting of the Board; and we hope that no ill consequence can have arisen from

the delay.

We shall be happy to be made acquainted with your intended plan for the reformation of the country, and make no doubt that you will keep in view the particular circumstances in which this Government is situated with respect to Benares. We wish as much as possible to avoid frequent changes in the Administration of the collections, from the consequences which such changes must inevitably produce. We shall readily adopt any checks which you may think likely to be effectual for securing the happiness of the people, and equal collection and regular payment of the revenue, without encroaching upon the rights which have been established to the Rajah, by the agreement which you made with him in 1781.

We are much concerned at those appearances of oppresfion which you observed in your progress through the Ze-

mindary,

mindary, and wish it may be in the power of this Government to apply a sufficient and permanent remedy.

Fort William, We have the honour, &c. Secret Department,

20th May, 1784.

#### Extrast of Bengal Secret Confultations, 30th June 1784.

Mr. Wheler begs leave to put the following question to the Members of the Board.

Shall the plan submitted to us by the Governor General, for the collection of the revenues of the Zemindary of Benares, receive the sanction of this Government?

Mr. Stables.—I do not wish to make any alteration for the present in the management of the Zemindary of Benares, the kisls having been regularly paid up by the prefent Naib, as we are informed by the Resident's letter of the 27th ultimo, and no complaint having been made by the Resident against the conduct of that Naib.

Mr. Macpherson.—The present Rajah of Benares possesses, I imagine, a power from his sunnud to appoint or dismis his own Naib; but the Rajah is acknowledged, or supposed, to be incapable of exercising a proper judgment in such cases. The present Naib was confirmed by this Government in December 1782; and, except in the appearances of oppression which the Governor General saw in his route through Benares, and the complaints then made to him by the natives, the Members of the Board are uninformed in regard to the Mal-admistration of that Naib. He appears to have paid up the Rajah's kists regularly, nor has the Resident made any complaints against him.

The regulations proposed by the Governor General are stated to be an expedient; and he pledges his own responfibility for the success of the agreement. In consideration of these assurances on the part of the Governor General, and as it appears from his letter that Ajiab Sing is the choice of the Rajah and the Rannee, I shall agree to his appointment, with the checks which the Governor General proposes—I mean those of the Canongoes and Aumean, which promise a security to the ryots. There appears to me an objection to that part of the Governor General's first profition which declares, "That the Rajah shall not refuse " or delay his authentication of such papers, &c. or or-"ders, as shall be presented to him by the Naib." The influence of such a regulation might be understood; but the regulation itself should not be publicly declared or enforced by our Government. I imagine the Naib will always have sufficient influence to obtain those sanctions

from the Rajah; and the onfideration that this power refts ultimately in the Rajah, though he may have little capacity, may be necessary for his protection and consequence.

(Signed)

J. M'PHERSON.

Mr. Wheler.—In my minute of the 10th of last month. recorded on our proceedings of the 20th, I delivered my opinion on the reply which I thought proper to be given to the Governor General's letter of the 2d April, in respect to the condition of the Zemindary of Benares, "I re-66 gretted that the Governor General had not communi-" cated to us the plan by which he intended to accomof plish the reformation of the country, because the subject "would have been then completely before us, and our " resolutions on it might have been as instant as he wished; and I proposed that the Governor General should be requested to lay before us the whole of his intended of plan, on receiving which we should determine finally on his letter; and if he should conceive that bad conse sequences to the Company, or a failure of revenue, 44 might enfue from this delay in our resolution, that we 46 should give our fanction to the Governor General for dismission of the present Naib, and for the appointment of any person who is at present an inhabitant of the country of Benares, whole qualifications are fuited to the charge, who is known and respected by the people, 44 and whose trust shall be exclusively confined to the ma-16 nagement of the Zemindary, to succeed to the office " now held by Jugger Deo Sing."

In the letter addressed by the Board to the Governor General on the 20th of last Month, they expressed themselves

as follows:

"We shall be happy to be made acquainted with your intended plan for the reformation of the country; and make no doubt that you will keep in view the particular circumstances in which this Government is situated with respect to Benares. We wish as much as possible to avoid frequent changes in the administration of the collections. From the consequences which such changes must inevitably produce, we shall readily adopt any checks which you may think likely to be effectual for securing the happiness of the people, and the equal collection and regular payment of the revenue, without encroaching upon the rights which have been established to the Rajah, by the agreement which you made with him in

We are much concerned at those appearances of oppression which you observed in your progress through the Zemindary, and wish it may be in the power of

this

this Government to apply a sufficient and permanent re-

" medy."

The Governor General has now submitted to our consideration, and defires our early decision on it. The Rajah is represented as incapable of the management of the Zemindary; and the Governor justly observes, that if he were otherwise, we could not with any shew of justice transfer the management of it from him to any other person. His incapacity has been long a subject of our belief; and it was also known to us, that the rauze was bestowed on Bauboo Mahipnarain, in the year 1781, merely because he was the next lineal heir to it. I confidered him in the light of a minor Zemindar, who has the nominal charge of a country by right of inheritance; but as he is not able to manage it, a Dewan or Naib is appointed to manage it for him. The office of Naib of Benares was given by the Governor General, in the year 1781, to Doorbey Sing, the father of Rajah Mahipnarain. Doorbejy Sing behaved ill, and was guilty of oppression, and was therefore removed from the Naibut at the end of 1782. He was succeeded by Jagger Deo Sing; but this man is also reprefented to us by the Governor General as oppressive; and the Governor General proposes his removal from office. It is true, that he has discharged the Rajah's kists with regularity; but if the people grieve under his management, and if the country is desolated, no time should be lost in removing him, and with him, if possible, the evils that are complained of; and this opinion I deliver at the same time I coincide entirely in that of the Board, that we' ought to avoid as much as possible frequent changes in the administration of revenue collections—yet I would not on this principle perfift in allowing the continuance of an evil reported to us by the first authority, where it is thought that fuch evil may be stopped, because fuch allowance must ultimately turn to the ruin of the country, and, in the present instance of a country which has, until lately, been esteemed above every other in India for its fertility.

The Governor General's plan proposes checks which he, informs us are "not so much intended for the security of "the Company's rent, as the faithful administration of the charge held by the representative of the Rajah, to whom we owe that attention, while we preclude him from the direct management, and authorize an intermediate agency for his behalf." But I suppose that the Company's rent cannot be prejudiced by the plan, since the Governor does not propose a dimunition of it; and there is nothing in the spirit of the plan which I conceive will have that tendency. It is proposed as a temporary expedient; and the Governor declares he will be answerable.

for the effect of it as such. He has the greatest reliance on the wisdom and integrity of Ally Ibrahim Cawn—He acquaints us, that the same opinion is universally entertained of him—Ajaib Sing, the person recommended to be the Naib in the room of Jagger Deo Sing, is represented to us by the Governor General to be generally respected, and reputed to be well qualified for the office; we are informed, that he is the Ranny's brother, and that he is her choice, and the choice of the Rajah; the allotment to the Canongoes of the full charge of their offices, seems to be very proper, and well calculated for the happiness of the people.

I acquiesce therefore in the plan, leaving the responsibility of its effect, as a temporary expedient, with the Governor General; but I agree with Mr. Macpherson to an exception of that part of the part of the plan, which proposes that the Rajah " shall not resule or delay his au-" thentication of such papers as shall be presented to him" It may be supposed that this will never, but we ought not to prescribe what may, bear even the construction of an

injury to the Rajah's rights.

(Signed) E. WHELER.

Resolved, That the Governor General be authorized to carry into execution the plan submitted to us in his letter of the 13th instant, the Governor being responsible for its effect as a temporary expedient; and an exception being made to that part of the first article of it, which proposes that the Rajah shall not resuse or delay his authentication of such papers as shall be presented to him.

# Copy from F. Fowke, Esquire.

Benares, 22d June, 1784. Dear Sit, A VERY strong 1 has prevailed at Benares, of g a new Naib for the approachyour intention of appoiing year. I mention this on account of the effect which the prevalence of such an idea amongst the Aumils will probably have on the cultivation at this particular time. The heavy mofustil kists have now been collected by the Aumils; the feason of tillage is arrived; the roots must be indulged, and even affisted by advances; and the Aumil must look for his returns in the abundance of the crop, the consequence of this early attention to the cultivation. The effect is evident which the report of a change in the first officer of the revenue must have on the minds of the Au-'mils, by leaving them at an uncertainty of what they have in future to expect; and in proportion to the degree of their uncertainly, their efforts and expences in promoting the cultivation will be languid and sparing. In

In compliance with the Naib's request, I have written to all the Aumils, encouraging and ordering them to at-

tend to the cultivation of their respective districts.

But I conceive I should be able to promote this very defirable intention much more effectually, if you would honour me with the communication of your intentions on this subject; at the same time I cannot help just remarking, that if a change is intended, the sooner it takes place the more the bad effects I have described will be obviated. I am, &c.

(Signed) F. FOWKE.

Extract of Bengal Secret Consultations, the 26th May, 1785.

READ the following letter from the Resident at Benares.

To Mr. Secretary Hay.

Sir,

I have received the honour of your letter of the [Do ori-

ginal] respecting the death of Dur Bidjay Sing.

I beg you will inform the Honourable Board, that every endeavour was made, both by myself and my predecessor, to recover the debts to the Company, but without success; and in consequence, when the late Governor General was last here, he ordered him into strict confinement; I shall continue those endeavours to secure his property to the Honourable Company's care, should I be able to discover where any of it exists; but the event of his death has, for obvious reasons, rendered this debt more desperate than before.

Benares, 18th May, 1785. I am, Sir,
Your very obedient fervant,
(Signed) F. FOWKE,
Refident.

Copy of Correspondence, &c. relative to the State and Alterations in the Government and Administration of the Landed Revenues of the Province of Benares, since the Settlement with Rajah Mahipnarain\*.

Extract of Bengal General Confultations, the 5th February, 1782.

RECEIVED the following letter from the Resident at Benares:

\* Moved 10th April by Major Scott.

Honourable

Honourable Sir, and Sirs,

I herewith have the honour to transmit to you an account of the receipts and disbursements at this Treasury, from the 1st Assen, answering to the 14th September, 1781, to the 20th January, 1782, by which you will perceive that Rajah Myipnarain has liquidated the three first kists of Assin, Kautick, and Augun.

Cheyt Sing, the late Rajah, had paid his kists only to that due the 4th July; the late disturbances which broke out the 16th August prevented my receipt of the one due

the 4th of that month.

On the 16th July, 1781, I had compleated the payment of two kifts, or the fum of Benares Sicca rupees 3,40,356.

13. 8. to the house of Gopaul Doss, Hurry Kissen Doss; the sum of Benares Sa Rr 1,74,678. 6. 10. was due to him on the accession of Rajah Myipnarain. By the accompanying account you will perceive, that I have disbursed Benares Sicca rupees 50,000, in part payment of this demand.

Benares, Lhave the honour to be, &c.

25th January, 1782. (Signed) WM. MARKHAM.

Ordered, That the accounts inclosed in the above letter

be referred to the Accomptant General.

Extract of Bengal General Confultations, the 18th March, 1782.

RECEIVED the following letter from the Resident at Benares.

Honourable Sir, and Sirs,

I herewith have the honour to transmit to you an account of the receipts and disbursements at this Treasury, from the 21st January, 1782, to the 3d March 1782, by which you will perceive, that Rajah Myipnarain has liquidated his fourth kist, or that for Poos.

You will observe, that Rajah Myipnarain has not as yet liquidated his two kists for Maug and Phagun. I expect to receive the whole of the former in five days at farthest, when I shall do myself the honour of addressing your Ho-

nourable Board.

I have paid to Gopaul Doss the whole of his demand upon this Treasury, as directed by your Honourable Board, in your letter of the 25th May, 1781, and have taken his receipt. He applied to me for interest on the money due to him, from the 4th August, 1781, being 1,74,678. 6. 10. and which the late disturbances prevented me at that time from disbussing; but I informed him I could not comply with his request till I received your directions to that purpose.

Benares, 8th March, 1782. I have the honour, &c. (Signed) WM. MARKHAM. Ordered. Ordered, That the accounts inclosed in the above letter

be fent to the Accountant General.

The Governor General recommends, that Mr. J. M. Playdell may be appointed fecond affishant to the Resident at Benares.

Agreed to the Governor General's recommendation, and ordered accordingly.

Extract of Bengal General Confultations, the 8th April, 1782.

READ the following letters from the Resident at Benares. Honourable Sir, and Sirs,

I do myself the honour of transmitting to you, according to the orders of the Honourable Governor General, when at Benares, account particulars of the Customs, as designed to be levied, and of the duty as levied by Rajah

Cheit Sing.

You will perceive that, to preferve uniformity, and to point out whatever difference there may be between the present duty and that proposed to be levied, in a more striking manner, I have rated the three last columns on a tungay or fix maunds, the load which a bullock is supposed to carry, as the former method of collecting the duty was on the weight, not on the value of the goods.

I shall trust to the candour of your Honourable Board for my excuse, in pointing out some articles on which a duty of 5 per cent. will be too heavy, and by which the collection would be required; viz. mace, cloves, nutmegs, cin-

namon, and filk.

The people who principally trade in these articles, are the Maratta merchants, and a religious sect called Ahteels, who generally land their goods at Mirzpore, and from thence carry them by land and bullocks into the Decan or to Dellhy; and they will find it more profitable to unload their hoats at Patna, and carry their goods through Ramgur, than to pay so heavy a custom as 5 per cent. will amount to in the road from Patna to Mirzapore.

I know for certain, that on the remour being spread, in December last, that 5 per cent, was to be levied on every article, by the directions of the Honourable Governor General, that the principal houses in the Decan immediately ordered their Gomassahs to stop all their boats at Patna, and to send their goods by the rout above-mentioned, if the

I beg leave to lay before your Honourable Board another proposition, whether it will not be judicious to reduce the 5 per. to 2½, on our own staple commodities; viz. broad

cloth, Europe iron, steel, and copper.

Benares, I have the honour to be, &c. the 20th March, 1782. (Signed) WM. MARKHAM.

P. S. I have not been able to bring some certain articles within the accompanying statement, on account of their indefinite value and weight. You will observe, that cloths more particularly are in the above predicament.

(Signed) WM. MARKHAM.

To J. P. Auriol, Esquire, Secretary to the Honourable Board, Fort William.

Sir,

IN the letter of the 20th instant, which I did myself the honour of writing to you, the Honourable Board, I by mistake inclosed an unfinished copy of the average rate of Benares duties. You will oblige me by adding at the bottom of last page the following words.

" N. B. According to the perwannah, granted by the Honourable Governor General to Rajah Cheit Sing, for

- the collection of duties in the Zemindary of Benares, the
- 44 Aumeen of the town of Benares levies 2 per cent upon
- 46 the price of all goods, exclusive of the duties above-

es mentioned. This collection is still continued."

Benares, I am, &c.

March 29th, 1782. (Signed) WM. MARKHAM.

Ordered, That the account inclosed in the letter of the 20th March be entered after the consultation.

Resolved, That the duties of 21 per cent. collected by

the Aumeen, be abolished.

Agreed, That the following letter be written to Mr. Markham.

Sir,

WE have received your letter of the 20th ultimo, with the account of duties designed to be levied by the Governor General's late new arrangement, and of these exacted by the late Rajah.

As we agree with you in opinion, that the duty of 5 per cent. being a great encrease upon the former rates on some articles would be too heavy, we direct, that it be reduced to 2½ per cent. upon the following goods, viz.

Saffron, cinnamon, mace, cloves, nutmegs, cochineal,

raw silk, broad cloth, Europe iron, steel, copper,

Fort William, the 8th April, 1782.

We are, &c.

Account Particulars of the Benares Duties, containing every An the Average Bazar Prices; how much the Amount of Duty and at present continued; and how much that Duty is per Cen  NAMES OF THEARTICLES.	Average Bazar prices of	articles, as delivered to be	me by the Honourable of Governor General.	hewing the amount du-	ty, at 5 per cent. on the	ticles, per tungay of fix maunds, on the average	hewing the rate of duty,	Rajah Chiet Sing, and	ed, per tunga of fix squares.	Shewing how much the	ing column-of s per cent. per	a of fix maunds.	Papers relating to Charge
Keraneli — drugs, spices, &c.  Separce poorbe, beetle nut of the east.  1st fort — per maund — 2d fort — per maund — Separce deckannee, beetle nut of the south per maund Gool murruck,  or Black pepper, 2 sorts.  Titfillee gerd.	12 11 42	8	Herena Herena Herena Herena	.1	3 3 12	9 7½ 4 9÷	77		directors of the second	9 10	9	6 8 <u>1</u> 3 <del>1</del>	III. Parts 4 and 5.
1st poorbe — per maud — 2d deckanee — per maud —	22 40	Barbara Barbara	-		612	9 7	9	· -	6	,6 3	13 12	5° 2 <del>1</del> 2 <del>1</del>	681

# NAMES OF THE ARTICLES.

Peepul,
or
Long pepper, per maund
Titfillee Deraz

Peepla mool, Long pepper roots, 3 forts

ift — per maund
2d — per maund
3d — per maund
Muckana, 2 kind of water nut, per maund
Herrumjee, an earth used in washing cloths, 2 forts
ift poorbie, per maund
2d deckanee, per maund
Hubdie
Jurdee Chol
Turmeric

ift fort — per maund
2d fort — per maund
Nergeel — Cocoa-nuts, per cent.

#### Extract of Bengal Secret Consultations, 8th April, 1782.

THE Governor General lays before the Board a letter which he has just received from the Resident at Benares. He deems the subject of so much importance, that he wishes the Board to take it immediately into consideration, and whatever orders it may be necessary for him to give to the chief Magistrate of that city, he thinks that an answer to the Resident should be sent in the name of the Board.

Sir.

It is with much concern that I find myself obliged to inform you of the ill behaviour of Durbeetzy Sing, and its melancholy consequences, on the morning of yesterday.

The plain statement of the case is as follows:

A body of armed men, to the amount of an hundred and fifty or two hundred, entered the town of Benares, and attempted to carry off by force the person of one Bussant Loll, whom Durbeetzy Sing affirms is indebted to him on account of revenue. The man, assembling his friends, opposed force by force; in the skirmish an unconcerned spectator was shot through the body, and two of the Naib's parties were desperately wounded.

Immediately as the intelligence reached me, I directed Captain Hogan to parade two companies of sepoys, and in a message to the Chief Magistrate, informing him that a military force, if he judged it necessary, was ready to march

to his assistance.

Durbeetzy Sing, on my requisition, delivered up three people who were the leaders of the party in this distur-

bance,

bance, and I have fent them to Ally Ibrahim Cawn, that

justice may be done upon them according to law.

It will however be an hard case, should these poor wretches suffer capitally for the obedience which they paid to the commands of the Naib; they were ignorant of the illegality of the service on which they were sent. Durbeetzy Sing is the person criminal on whom the whole centure ought to fall, and the punishment be inslicted.

His direct procedure should have been either to have applied, through me, to the Chief Magistrate for the enforcement of the payment of the money due to him, or for the delivery of the person of his debtor. In such a case there is an absolute necessity for supporting his claim, lest the collection of his revenue should be impeded; but it is equally as incumbent on me to watch with a jealous eye, lest any encroachment should be made, as in the present case, on the authority of the Chief Magistrate, as the peace and quiet of the town in a great measure depend on the reverence and respect with which his character is considered, and the knowledge which the public ought to have of his independence from any control of the Rajah.

I should be wanting in equity to Ally Ibrahim Cawn, was I to be filent on the moderation and propriety of his conduct, since he has been vested with his present appointment. He has, I believe, given universal satisfaction; and by how much it was more difficult for him to escape from censure in a town where the institution of an adawlut was new, and its powers heretofore unexperienced, by so much he deserves applause from you and the Honourable Board, and I hope it will be given to him as a just reward of his merit.

Benares, I have the Honour, &c.

April 1st, 1782. (Signed) W. M. MARKHAM.

P. S.—I have enclosed a letter from Ally Ibrahim Cawn.

(Signed) W. M.

Agreed, That the following letter be immediately written to Mr. Markham.

Sir.

The Governor General has just received, and imparted to us, your letter addressed to him under date the 1st instant.

We approve the conduct which you observed on occafion of the disturbances caused by the violence of Durbeetzy Sing's people, by parading the troops, and offering their aid to the support of the Chief Magistrate in keeping the peace of the town, but we are pleased to find that the tumult was quelled without their affistance. We think that Durbeetzy Sing was very reprehensible, in attempting to introduce a military force into the city of Benares; we direct that you fignify our displeasure to him, and acquaint him that if any person in Benares is indebted on account of the revenue, he may summon him by his own warrant, but must apply to the Chief Magistrate for his authority to apprehend him, in case of disobedience, and not assume that power in his own person. We shall give orders to the Chief Magistrate to grant him every necessary assistance in cases of this kind, but not to suffer the peace of the city to be disturbed by the lawless acts of his dependants; at the same time it will be necessary to publish that all persons who endeavour to shelter themselves in the town, in order to avoid payment of their rents, shall be liable to severe punishment.

Fort William, 9th August, 1782. We are, &c.

Agreed, That the Governor General be requested to issue the necessary orders in consequence to the Chief Magistrate at Benares.

Resolved, That the Commander in Chief be directed to order Colonel Sir John Cumming, with five regiments, to return immediately towards the Carunnassar, and to halt in any convenient situation, within the province of Bahar, in that neighbourhood.

#### Extrast of Bengal General Consultations, the 22d April, 1782.

READ the following fetter from General Stibbert. Gentlemen.

The Governor General having intimated to me the necessity of forming a corps for the immediate defence of the fort of Beejai Gharr, and the neighbouring districts, and having requested that I would draw out a plan of such an establishment as I judged would answer the purpose, I beg leave to submit the accompanying to your consideration.

As we have always experienced a difficulty in recruiting the regular regiments stationed in Bengal, which difficulty now increases, there will arise to the service a very great advantage from having a body of disciplined men, from whence draughts may at all times be made; I therefore propose that this corps, besides performing the services of the above garrison, shall be a nursery for supplying recruits to fill up all occasional vacancies in the regiments below.

The Board will see that I propose this corps shall receive brigade pay, and half batta; less than that I am afraid would not be sufficient for the men, considering the services on which they may be employed; and were they

to receive more, on being draughted to corps in cantonments, they would confider a reduction of pay as a hard-

thip, and not be prevailed upon to remain.

To the end that the intention of this corps may be fully answered. I shall in the event of the Board's complying with the proposition, give such instructions as shall appear to me best calculated for the purpose.

For the command of the corps I beg leave to propose Captain Archibald Hook, who is, I think, in every respect

well qualified for the charge.

Fort William, I am, &c. the 15th April, 1782. (Signed) GI. STIBBERT.

Plan of a Corps to be raised for the Service of the Garrison of Beejai Ghurr, and Defence of that Frontier; and for a Nursery to supply the Regiments of Sepoys stationed in Bengal with Recruits, to fill up all Vacancies which may bappen in them.

#### ESTABLISHMENT, for the Corps.

1 Captain Commandant, 1 European Adjutant, 1 Aflistant Surgeon, 1 Serjeant Major, 1 Quarter Master Serjeant, 1 Drill Serjeant, 10 Subakdars, 10 Jemantdars, 40 Havildars, 40 Naicks, 700 Sepoys, 10 Drummers and Fifers, 10 Trumpeters, 10 Beesties.

Native Staff effective.—I Jemmadar Adjutant, i Havildar Major, 3 Black Doctors, 10 Sircars, 3 Gurry-men.

Artificers.—1 Mistry Smith, 1 Fireman, 1 Hammerman, 1 Armourer, 1 Sicklegar, 1 Carpenter, 1 Sail-maker, 2 Chucklers.

Lascars, Bildars, &c.—i Tindal, 10 Lascars, 5 Bildars, for pitching and trenching tents, clearing ground, &c.—3 Sweepers, 3 Watermen, for the officers and serjeants.

#### ESTABLISHMENT for the Artillery.

For the garrison.—1 Serang, 2 Tindals, 2 Cassobs, 50 Lascars, 1 Head Smith, 2 inferior ditto, 1 Head Carpenters, 2 Inferior Carpenters, 10 Builders, 10 Coolies, 2 Sweepers, 1 Bullock Bheesty, 1 hand ditto.

The sum of 150 rupees per month is to be allowed the Captain Commandant, for iron, steel, charcoal, bazar medicines, repairs of camp equipage, &c. required for the service of the garrison and corps; 50 rupees per month is also allowed for writers and stationary; and 120 for Hircarrahs, &c.

The same off-reckonings to be deducted from the pay of the men of this corps, as from the brigade regiments, the amount of which is to be paid to the Captain Commandant at the end of the year, who will furnish his men with clothing made up after the usual form.

Whenever any drafts of men are made from this corps, their arms, accourtements, and clothing are to be retained for fresh levies, which are to be immediately made to complete the establishment, and be ready to answer further de-

mands.

(Signed) GI. STIBBERT.

The native officers, sepoys, and other people belonging to this corps, are to receive the pay which is established for the regular regiments, and half batta, whether stationed in or out of the garrison.

(Signed) GI. STIBBERT.

The Governor General delivers in the following minute on this subject.

Governor General.

Having had an opportunity of viewing the fort of Bidjy Gur, I am of opinion, both from the importance of its fituation, on the extreme frontier of our provinces, and from its great elevation, which renders it impregnable, if properly defended, against any number of assailants, that it ought to be maintained, and a small garrison would be sufficient for that purpose; but if neglected by us, such a post, in the possession of a foreign or hostile power, might prove of infinite danger to our interests in that quarter: I therefore recommend, as the first point of consideration, that it be kept and garrisoned by the Company's forces. The General's plan has two objects: First, the defence of the place, for which, as I have faid, a very few men will be sufficient against multitudes; but they would require frequent reliefs, on account of the unhealthiness of the air, both in the fummer and rainy seasons.

The 2d object is, to make this establishment a nursery for recruits, which may be had of very fit men for the service in the neighbourhood; I recommend the establishment

accordingly.

The forts of Augoury and Luteifpoor being of little or no consequence to the security of the frontier, or of the province, whilst we have a garrison at Bidijgur, I recommend their being given up to the Zemindar, or destroyed, as the Board shall judge best; but no ill consequence is to be apprehended from putting them into the hands of the Zemindar.

I deferred giving any final orders on these subjects whilst I was at Benares, wishing that the Board and Commander in Chief might have an opportunity of discussing those points, and forming their ultimate opinion from personal enquiry.

Agreed to the Commander in Chief's plan and propolal.

Ordered. That it be issued in general orders.

Resolved, That the forts of Leitteespore and Augoury be delivered up to the Zemindars by the Resident, he taking their receipts for the same, with a promise to deliver them up to any garrison that the Board may think proper to place them in.

Agreed that the following letter be written to Mr. Mark-

Agreed that ham.

Sir.

We direct that the forts of Augoury and Lutteefpore, in the Zemindary of Benares, be delivered up to the Zemindar, on his giving you a receipt in writing for the fame, with an obligation to restore them, or either of them, when demanded, if at any time hereafter this Government should deem it necessary to garrison them with the Company's troops.

Fort William;

We are; &c.

22d April, 17821

Read the following letter from General Stibbert.

Gentlemen,

I do myself the honour of laying before you the copy of a letter addressed to me by Colonel Blair, and have to request, that the Board will be pleased to give such instructions to the Resident at Benares, as they may judge proper, respecting the payment of the arrears due to the troops stationed in that Zemindary.

Fort William, I have the honour to be, &c. 18th April, 1782. GI. STIBBERT.

Major General Stibbert, Commander in Chief of the Forces,

Sir,

I consider it as my duty to acquaint you, that the garrison of Chunar, and the troops under my command in the Zemindary of Benares, will be four months in arrears the end of this month.

Chunar, I am, with respect, &c. the 9th April, 1782. (Signed) WM. BLAIR. A true copy.

WM. SCOTT, Secretary.

Governor General,

I recommend that the Resident at Benares be immediately instructed to discharge the arrears due to the troops in that O 2 province.

province, as stated by the Commander in Chies. And that in suture the monthly disbursements of the Paymaster's office on that station be advanced by the Resident to the Paymaster, for which the latter shall grant his bills on the Paymaster General.

Agreed to.—The following letter is accordingly written

to Mr. Markham.

Sir.

It having been represented to us that the troops commanded by Colonel Blair will be four months in arrears of pay by the end of this month, if no present means are taken to satisfy them, we direct that you discharge the arrears which shall be due to these troops, and that in suture you advance the sums requisite for the monthly disbursements of the Paymaster on that station, taking his drafts on the Military Paymaster General for the amount, transmitting them to the Presidency.

Fort William, We are, &c.

the 18th April, 1782.

Received a letter as follows, from Colonel Blair. Gentlemen.

In compliance with the instructions of the Honourable the Governor General, dated the 14th January, 1782, directing me to order a survey to be made of the grain taken and deposited in the forts of Beejie Ghur and Leetiespore,

I hereby enclose the reports that have been made to me. fpecifying the different forts of grain, also the quantity and

quality of each, contained in the above forts.

From the general bad state which this grain has been found to be in, and the great proportion of it reported unferviceable, partly from age, but mostly owing to the bad condition in which the golas are reported to me to be in, there is my reason to conclude, that the first rain will render the whole useless. I would therefore beg leave to recommend it to Government to order it to be disposed of in what manner they may think proper, without delay.

Chunar Ghur, I have the honour to be. &c. the 28th March, 1782. (Signed) WM. BLAIR.

Ordered, That the enclosures in Colonel Blair's letter be entered after the consultation.

Resolved, That the following letters be written to Mr. Markham and Colonel Blair:

Sir,

Having received reports from Colonel, Blair of the quantity of grain lying in store in the forts of Bidjee Gurr and Luttiespore, we enclose copies thereof for your information. We direct that you receive charge of the same, and

erder it to be fold on the Company's account, either on the fpot, or at such other place as you shall deem most advantageous.

Fort William, We are, &c.

22d April, 1782.

(Signed) Governor General and Council.

'Sir,

We have received your letter of the 28th ultimo, with the reports enclosed of the grain in store at Bedjy Gur and Luttiespore, which we have directed the Resident to receive charge of, and to order to be sold at public auction. You will therefore cause the same to be delivered over to him.

Fort William, We are, &c.

22d April, 1782.

(Signed) Governor General and Council.

Extract of Bengal Secret Consultations, the 10th May, 1782.

Honourable Sir, and Sirs,

I HAVE the honour to acknowledge the receipt of your letter, dated 9th April, and have, in obedience to your orders, fignified to the Naib Durbedzy Sing your displea-fure at his attempt to introduce a military force within the town of Benares; and the mode which he is to observe in suture, should any persons indebted to him attempt to skreen themselves by taking resuge within the city.

I have the honour to be, &c.

Benates, (Signed) WM. MARKHAM, 30th April, 1782. Resident.

# Extract of General Letter from Bengal, dated 9th May,

Par. 19. In consequence of a representation from the Resident at Benares, that the duty of 5 per cent. which had been fixed as the amount of the Customs to be collected by Rajah Mahipnarain were too heavy upon spices, raw filk, and other valuable articles of considerable traffic, which would consequently be conveyed thro other channels to the ultimate place of their destination, we agreed to reduce the duty on such goods to  $2\frac{1}{2}$  per cent. which will be more equitable, and nearer the rates levied upon these commodities by the former Raja.

Extract of Bengal General Confultations, the 13th May, 1782.

READ two letters, as follows, from the Resident at Benares.

Honourable Sir, and Sirs,

I was duly honoured with your favour of the 18th April, and shall in obedience to your orders discharge the arrears due to the troops stationed at Chunar Ghur, and shall henceforward advance the sums requisite for their monthly disbursements, taking the Paymaster's drafts for the same.

Benares, I have the honour to be, &c. 30th April, 1782. (Signed) WILLM. MARKHAM.

Honourable Sir, and Sirs,

I have the honour to acknowledge the receipt of your letter, dated the 6th instant, and have in consequence notified to the Naib Durbeetzy Sing your directions respecting the establishment of the Customs; pointing out to him the particular articles of merchandize on which the duty of 2½ per cent. only is to be levied; I have likewise informed the principal Merchants of Benares, by a circular perwannah, of your orders on this head, and have also published the mode for the collection, and the rate of duties, by the public cryer.

Benares, I have the honour to be, &c. the 30th April, 1782. (Signed) WM. MARKHAM.

The Secretary lays before the Board the following letter from the Refident at Benares.

Sir.

Having received a letter from Doctor Balfour, the Surgeon at this station, desiring to be instructed what allowances the Honourable Board have directed me to make to him, I must request that you will inform me if any have been as yet settled, and if not, that you will mention the circumstance to the Members of the Board, and acquaint me with their determination.

Benares, I am, &c. 25th April, 1782. (Signed) WM. MARKHAM.

Agreed that the following establishment be fixed for Mr. Balfour.

As Surgeon to the Resident, and for giving medical affissance to gentlemen resorting thither for the sake of his advice—Majors field allowances of pay, and batta.

For supplying the station with medicines and defraying the other expences of an hospital—the same allowances that are given at Chunar.

For house rent — — — — — Rs 300 For acting as Perlian Interpreter to the Resident — 300

Agreed, That the Resident at Benares be authorized to pay the above establishment.

Ordered,

Ordered, That notice thereof be given to the Board of Inspection.

Extract of Bengal General Consultations, the 20th May, 1782.

READ the following letter from the resident at Benares. Honourable Sir, and Sirs,

I herewith have the honour to transmit you an account of the receipts and disbursements at this Treasury, from the 3d March, 1782, to the 3d April, 1782; by which you will perceive that Rajah Myipnarain has liquidated his two kists for Maug and Phaugun.

I have likewise enclosed an account current of a bill which the Honourable the Governor General sent me from Patna, and the amount of which he directed me, on receipt, to advance to the paymaster at Chunar Ghurr, for the disbursements of the arrears due to the troops stationed at that garrison.

Mr. Steel, the Paymaster, has appolled to me for the monthly pay of the troops stationed in the Zemindary of Benares; but as I have orders only to liquidate the abstracts of the fixth regiment, I could not comply with his request, but informed him I should mention his request to your Honourable Board, and wait for directions on this head.

As there will be a confiderable sum of money in my hands, even after deducting the amount pay of the Chunar Ghurr troops, I wish to receive directions, whether I shall send it down by bills to Calcutta, or in what manner I shall dispose of it.

Benares, I have the honour to be, &c.

3d April, 1782. (Signed) Wm. MARKHAM.

The Board observe, that the Resident, at the date of the above letter, had not received their orders for the payment of the troops commanded by Colonel Blair, which were

four months in arrear.

Ordered, That the accounts enclosed in the above letter be sent to the Accountant General.

Extract of Bengal General Consultations, the 11th July, 1782.

READ the following letter from Colonel Blair, Gentlemen,

I some time ago took the opportunity of the Reverend' Mr. Blanchard's passing this station, to send under his charge, addressed to your Honourable Board, two boxes, containing musters of ordnance stores, captured from the late Rajah Cheyt Sing, agreeable to the inclosed list.

They have been kept under my own charge ever fince the day they were captured, in an engagement against the O 4 Rajah's Rajah's troops, near the town of Petitat; and I do hereby certify, upon honour, that they have been declared by every officer, both artillery and infantry, that have examined them, to have been manufactured and compounded in this country; and I also hereby testify, that they are the identical stores that were delivered to me, as being taken in the before-mentioned action.

Chunar, I have the honour to be, &c. 2d July, 1782. (Signed) WM. BLAIR.

List of stores dispatched to the Presidency, in two boxes, as samples of those captures, from Cheyt Sing.

	Catridges filled light filled, and fixed to	chain shot	_  .	3)
	to grape	-	_	1
No. I.			<b>(</b> :	3
	Mulquet-balled		1	0
	Blue lights —	• -	<b></b> [:	2
	Port fires —		1:	5
	Powder —		<b>j</b> -	-1
	Shot, fixed to bottoms,	grape	<del></del>	2[
	Tubes, filled, copper	-		2
No. 2.	Shot, loose chain	<del></del>	\ :	2 2 8
	of fizes, round		1 :	8]
Chuna	ır Ghur,	(Signed)	WM. BI	AIR.
5th Ju	ly, 1782.	· <del>-</del> , ·	Colo	

Ordered, That the ordnance stores, mentioned in the above letter, be produced before the Board for inspection, as soon as they shall arrive at Calcutta.

Extract of Bengal General Consultations, the 15th July, 1782.

READ the following letter, and enclosure, from the Resident of Benares.

Honourable Sir, and Sirs,

I herewith have the honour to transmit you an account of the receipts and disbursements at this Treasury, from the 3d of May, 1782, to the 3d of June, 1782; by which you will perceive, that Rajah Myipnarain has liquidated his eighth kist for Bysauch.

I likewise have the honour to inclose you Captain Thomas Hogan's receipt in duplicate, account disbursements of the seven companies of Sepoys stationed at Benares.

The Deputy Paymaster of the cavalry has applied to me for the arrears due to the second regiment; but as your Honourable Board have directed me to advance no sums whatever, unless by your special order, I resused to comply with

his

1. By Cash paid Ibrahim Ally Khaun, his allowance for the month of May, 8,136 --- -1782 1. By cash paid the rent of the house occupied by the Resident, for the month of May, 1782, as per order of the Honourable Governor General 300 ---1. By cash paid the rent of the house occupied by Ibrahim Ally Khaun, for the month of May, 1782, as per order of the Honourable Governor General 100 ---1. By cash paid Captain Thomas Ho-

gan, as per his abstracts for the month of May, 1782, on account of difburfe-

ments

ments of the tioned at Ber order of the	nares, aco	ording to	the			
General	-			11,120	3	
June 3. By balance	remainin	g in my h	ands	44,609 3,24,826	2 6	6
	•	Benares S	• R•	3,69,435	8	8
Benares, 3d June, (Sig	1782. ned) per	WILL:	rrors IAM	excepted. MARKI	HA]	м.
Rajah Myipnarain Dr.	on accou	nt Reven Company.	ue w	ith the Ho	οποι	n-
1782. April 27. 7 from the Rajah, eighth kist for I	being the		f his	2,78,000		energi Terrent
Cr.	Benares	Sicca rup	ec <b>s</b>	2,78,000		
1782. June 2d. E ceived from Ra	jah Myir	narain, t	oeing			

Benares Sicca rupees 2,78,000 ———

Benares, 3d June, 1782 Errors excepted.
(Signed) per WM. MARKHAM,
Resident,

Extract of Bengal Secret Consultations, the 12th August, 1782.

RECEIVED the following letter from the Commandant of Artillery.

Honourable Sir, and Sirs,

In obedience to your commands, I examined some amunition sound in possession of Rajah Cheit Sing, of which I have the honour to transmit to you a report.

Fort William, And am, &c.

1st August, 1782. (Signed) PATRICK DUFF,

Lieut. Col. commanding the Artillery.

Report of ammunition taken from Rajah Cheit Sing, examined by order of the Honourable Governor General and Council, Fort William, 1st August, 1782.

Cartridges, light, 2.—The cartridge bags made of country cloth. fit for fixing the morning and evening gun.

Filled

Filled and fixed to chain shot, 2.—The shot hammered, but round, the chains good, with double swivels in the center, and fingle swivels at each end; the shot and chains weigh 4 lb. 6 oz. and 4 lb 9 oz. powder wt. 3 lb. 10 oz. and 3 lb. 11 oz.

Ditto, ditto to grape, 1 .- Shot, leaden, quilted after the European manner, and fixed as we do; cartridge bag country cloth double, the shot weight 5 lb. the powder 3 lb.

II oz.

Ditto, ditto to round shot, 3.—The shot are fixed without bottoms, and with a little oakum between the powder and shot; the cartridge bags country cloth double, the shot and powder weight as follows:

Ib. ozs. lb. ozs. No. g. Shot 3½ - Powder IZ 2. Ditto — 2 15 Ditto — 15
3. Ditto — 2 4 Ditto — 2 2
Balled musquetry, French, 9.—The balls hammered,

but round; the powder glazed, and very good; the ammunition as well made up as ours, but the paper rubbed by carriage, and being long made up.

Light, blue, 2.—One of which I burned, and found good. Port fires filled, 5 .- Tried one of them, it burned clear. and for near ten minutes, but not strong; the paper damp, and the port fires rather loft, owing to the wet season; there are only sulphur and salt petre used in the composition, but they are fit for use.

Powder, country, fires found, 1.—The powder looks well, but it is not proof, owing perhaps to the dampness of

the weather.

Leaden shot, fixed to bottoms, grape, 2.—Leaden shot, quilted after the European manner; not being painted, they are not so firm as our grape, but still serviceable...

Shot, loose chain, 2.-Weighing 4 P. 9, and 4 1 oz. chains good length, two feet feven inches, with double Swivels in the center, and fingle swivels at each, and ferviceable.

Round 6 pounders, 2.—They are hammered, but extremely round, and so well executed, that the mark of the hammer is hardly to be perceived; one shot weighed 6 lb. 1-2.02. the other 6 21, fit for service.

Ditto of fizes, 6.—From 4 pound 6½ oz. to 2 P. half an ounce, hammered, but round, and so well done, that the mark of the hammer is hardly to be seen on any of them:

but one serviceable.

Tubs filled, 2—Burned one, and found it extremely quick, and fit for service, made up exactly after the European manner.

(Signed) PATRICK DUFF, Lieut. Col. commanding the Artillery.

The Governor General thinks it necessary to add to this report, that these specimens were prepared and sent to the Board by Colonel Blair, in consequence of instructions left with him at the Governor General's department, from Chunar, with the expectation that they would have arrived at the Presidency before him. The length of time which has elapsed since they have been received into our own stores must have produced a very great alteration in the qualities, both of the powder and the composition of every other article of the converted stores, that their appearance in their present state will be sufficient to shew whether they were the effect of present necessity, or the work of men long practifed in the business both of the forge and laboratory. The Members of the Board themfelf have inspected them; and I wish to appeal to them for their own observations of the qualities of these articles.

The Board are clearly of opinion, That the several stores have been manufactured by men who were conversant in the arts, and that the regular preparation of them evidently carries the appearance of a premeditated resistance

in the Rajah.

Extract of Bengal General Consultations, the 19th August 1782.

READ the following letters from the Readent at Benares.

Honourable Sir, and Sirs,

I herewith have the honour to transmit you an account of the receipts and disbursements at this Treasury from the 3d July, 1782, to the 3d August, 1782, by which you will perceive that Rajah Myipnarain has liquidated his 10th kist for Assam.

I likewise have the honour to enclose you Captain Thomas Hogan's receipt in duplicate, account disbursements of the Seven Companies sepoys stationed at Benares, and the Chunar Gur Paymaster's drafts for 275,000 rupees.

Benares, I have the honour to be, &c. 5th July, 1782. (Signed) W. MARKHAM.

Honourable Sir, and Sirs,

I herewith have the honour to transmit you an account of the receipts and disbursements at this Treasury from the 3d of June, 1782, to the 3d July, 1782, by which you will perceive that Rajah Myipnarain has liquidated his 9th kist of Jaut.

I likewise have the honour to inclose you Captain. Thomas Hogan's receipt in duplicate, account disbursements of the Seven Companies sepoys stationed at Benares.

the

the Chunar Gur Paymaster's receipt for 150,000 rupees, and Doctor Balfour's for arrears of pay from the month of December, 1781, in which he was appointed to act as Surgeon at this station, to the month of June inclusive.

Benares, I have the honour to be, &c.'
19th July, 1782. (Signed) WM. MARKHAM.

Honourable Sir, and Sirs,

I have the honour to acknowledge the receipt of your letter of the 1st July; and shall, according to your orders, answer such bills of exchange as the Paymaster General, Brigade Paymasters, or their deputies, shall draw upon me, for the payment of the troops within the provinces.

Benares, I have the honour to be, &c. 20th July, 1782. (Signed) W. MARKHAM.

Honourable Sir, and Sirs,

Herewith I have the honour to transmit you the account sales of the grain at Lutisspoor, by which you will observe that there is 496 maunds 19 steer above the statement signed by William Taylor, Quartermaster Serjeant. Although much of the grain was undamaged, it would not sell at an equal price with the grain of the country.

With respect to the grain in the fort of Beidzai Ghur, I find that after a very diligent exertion on my part, it will by no means answear the ideas which your Honourable Board perhaps conceive of its value: the labour requisite to transport it from the fort to the valley, and the distance of any gunge from the place, have prevented my receiving any offers which I considered sufficiently advantageous for Government; I have therefore directed small sheds to be erected for its preservation, the expence of which will not prove above 150 rupees, and would recommend that it either be left as store for the garrison, or be delivered over to the commanding officer, to be retailed to the sepoys of that station at a reasonable rate.

Benares, I have the honour to be, &c. 22d July, 1782. (Signed) WM. MARKHAM.

Ordered, That the accounts inclosed in the above letter be sent to the Accountant General, and the receipts for money advanced to the troops, to the military Paymaster General.

Agreed, That the following reply be written to Mr. Markham.

Sir,

We have received your feveral letters to the 22d July. We observe what you say respecting the grain remaining at Beejy Ghur, for the preservation of which you found it necessary necessary to erect temporary sheds. We approve of its being kept as a store for the service of the garrison there, and at the same time desire you will authorize the commanding officer to retail any part of it that he may be able to dispose of to the sepoys under his command.

Fort William, We are, &c.

19th August, 1782.

### Extract of Court's Letter to Bengal; dated 28th Aug. 1782.

Par. 4. YOUR proceedings respecting Mr. Francis Fowke are really surprising to us. Mr. Fowke's first appointment to be Resident at Benares was in August, 1775. He was recalled from thence in December, 1776, and Mr. Graham appointed to succeed him. Our orders, however, of the 30th January, 1778, were positive for his restoration; but they were rendered ineffectual by your resolution, in July 1778, to suspend the execution of them. In May, 1779, we repeated the orders respecting Mr. Fowke, and in consequence thereof Mr. Fowke was again appointed to proceed to Benares. But judge of our astonishment to find that, in January 1781, in contempt of our authority, Mr. Fowke was once more removed from his station at Benares. So far from a charge having been brought against him, on which ground alone his removal could be justified, we find his conduct approved, and his character esteemed; and, in lieu of the station from which he is thus removed, another positive order of the Company was broken through, by his being appointed Agent for the provision of boats to be employed for the military service of your establishment, with a commission of 15 per cent. upon his disbursements, and an allowance given him of rupees 1,000 per month, until the expiration of the then subsisting boat contract.

5. Without meaning to disapprove of the conduct of Mr. Markham, who was appointed to succeed Mr. Fowke at Benares, but merely to vindicate the authority of the Court of Directors, we hereby direct, that Mr. Fowke do immediately resume his station at Benares. As to the boat agency, that appointment must be immediately annulled, and the business performed by contract, in the manner repeatedly laid down for your guidance.

6. Equally extraordinary and unwarrantable have been your proceedings respecting Mr. John Bristow. He was appointed Resident at Oude in December, 1774. In December, 1776, he was recalled, without the shadow of a charge being exhibited against him. By our letter of 4th July, 1777, we signified our disapprobation of the proceedings against Mr. Bristow, and directed that he should

be restored to his station; which direction we confirmed by our subsequent letter of the 23d December, 1778. Mr. Bristow arrived in India in February, 1780, and in October of the same year it was resolved by your Board that Mr. Bristow should return to Oude, but that his appointment should be limited solely to the conduct of political negociations. Mr. Middleton being at the same time nominated to fettle pecuniary matters with the Vizier. On the 21st of May, 1781, upon receiving a letter from the Vizier, expressing his defire that Mr. Bristow should be removed from his Court, he was again recalled. without entering into the confideration of this matter, and in order to vindicate and uphold our own authority, we do hereby positively direct, that Mr. Bristow do forthwith proceed to Oude in the station of our Resident there. We do not mean in the least to reflect on the character and ability of Mr. Middleton, who, must be immediately recalled from thence; but it is a duty incumbent upon us thus to maintain the respect due to the orders of the Court You are likewise to observe, that we shall of Directors. not fuffer any other person to proceed to Oude for the management of the finance, one person being in our opinion sufficient to transact our business there, as principal in both those departments; and we expect our orders respecting the fuccession to that residency be fully complied with.

Extract of Bengal General Consultations, 30th September, 1782.

READ the following letters from Benares.

Honourable Sir, and Sirs,

I herewith have the honour to transmit you the account particulars of the Benares Mint for five years; viz. from the Keggrie year 1190 inclusive, to 1194, as I received them from the Saheb Eyart, the Chowdry and Cannongore, and according to the result of a very strict enquiry, which I made upon the subject.

Benares, I have the honour to be, &c.'
2d June, 1782. (Signed) WM. MARKHAM.

Honourable Sir, and Sirs,

I herewith have the honour to transmit you an account of the receipts and disbursements at this Treasury from the 3d August, 1782, to the 3d September, 1782, by which you will perceive that Rajah Myipnarain has liquidated his eleventh kist, for Sawun.

I likewise have the honour to enclose you Captain Thomas Hogan's receipt in duplicate, account disbursements of the seven companies sepoys stationed at Benares, the Chunar Ghur Paymaster's draft for 85,000 rupees,

and Doctor Francis Balfour's receipt for his allowance for the months of July, August, and September 1782.

Benares, I have the honour to be, &c. the 22d Sept. 1782. (Signed) WM MARKHAM,

Resident.

Ordered, That the enclosures in the letters of 22d September be transmitted to the Accountant General, and that the Mint accounts be entered after the consultation.

Inclosures in the Letter from Benares, dated 22 September.

Account Particulars of the Duties collected at the Benares Mint for the Higgerie Year 1190, or the English Year 1776.

#### Dauroobzurub (or Tanksaul)

Muskook (implies Sicca coin) either gold mohurs or rupees.

#### Gold Mohurs, 16,108.

Gold mohurs coined in the Benares Min<sup>t</sup> this year.

Expence of coining the above gold mohurs, as paid into the Mint, at the rate of 14 rupees 1 anna per 3 gold mohurs 2,265 3—

Zemindary duty, at two rupees per cent.

322 4—
2,587 7 0

Ba. Sa. Rs. 13,64,659.

Sicca rupees coined this year as per particulars.

From Chande or filver bullion, 3,19,960 Sicca rupees.

Expence of coining the above Sicca rupees from filver bullion, as paid into the Mint at the rate of 1 rupee 4 annas per 2 Sicca rupees 3,999 9

Zemindary duty, at 2 ans. per cent. — 400 — 6

-4,399 9 6

From Cuttaie, 6,13,061 Benares Sicca ru-

Cuttaie implies old plate, old and light rupees, &c. &c. &c., at are brought to the

Mint,

Mint, and coined into Benares Sicca rupees.

Expence of coining the above Sicca rupees, from Cuttaie, as paid into the Mint, at the rate of 14 annas per 8 Sicca rupees 5,364 13 6

pees \_\_\_\_\_\_ 5,364 13 6
Zemindary duty at 2 annas
per cent. \_\_\_\_\_ 766 5 \_\_\_\_\_ 6,131 2 6

Ghourshaie rupees coined into Benares Sièca rupees 4,31,638.

Expence of coining the above Sicca rupees from Ghourshaie rupees, as paid into the Mint, at the rate of 7 annas per ? Sicca rupees — 1,888 11 9

Zemindary duty, at 1 anna per cent. — 269 12 —

2,158 7 9

#### Murraddie (implies copper picé.)

Expence of coining 710 maunds 10 feer of copper into pice, as paid into the Mint this year, at the rate of 14 annas per maund of copper — 621 7 9 Zemindary duty — 88 12 6

710 14 3 In all — 15,986 15 0

# Mullerpheikaut.

Tolehs, 71,759—Massas 14. From Godaicz Passa.

This article implies bullion which is melted down into ingots for the conveniency of making gold and filver thread.—Expende of melting and making the above tolehs of filver into ingots, as paid into the Mint this year, at the rate of 1 rs. 3 annas per 3 tolehs

7 minday daty 25 0 200 per 2

Zemindary duty, at 2 ans. per toleh — 102 7 6

819 5 0

Tolebs, 859—Massas, 3. From Vossul Taillah.

This article implies the gilding with gold fuch of the Godauz Passa as is appropriated for manufacturing the gold thread only.—Expence of gilding the above tolelis of silver for making gold thread, as paid into the Mint this year, at the rate of 2 anns. 9 pice per toleh — 141 I 9 Zemindary duty, at 3 pice per toleh — 20 — —

161 1 9

# Tolebs, 37,139—Massas, 6. From Gotay.

This article implies bullion that is extracted from old embroidered filks, cloths, linen, &c. which are brought to the Mint, and melted down.

Expense of melting, &c. the above tolehs, as paid into the Mint for this year, at the rate of 11 ans. per ? tolehs 254 1 6 Zemindary duty, at 1 anna 6 pice per ? toleh — 36 3 6

290 5 0

#### Benares Sa. Rs. 3,096 4 9 From Currul Sullonie.

This article implies the drofs and filver that remains in the earthen vessel, bullion, &c. is melted in.

Expense of coining the above Benares Sicca rupees, as paid into the Mint for this year, at the rate of 1 rupee 12 annas per cent.

54 4 3

Zemindary duty, at I anna per cent. 7 II

61 15 9

#### Avoab Mullehpherkaut.

The ashes and sweepings of the Mint this year amounts to

18 0 0

In all - 1,350 ii 6

Nuckauses

Nuckausee Roaker Mahajanaun.

This article implies a duty which is paid into the Mint for all treasure that is transported out of the town of Benares, by those refiding in it, at the rate of 3 annas 6 pice per cent. and amounts, to on 7,12,795 rupees, to — 1,575 2 6 Zemindary duty, at 6 pice per cent. — 225 0 3

In all — 1,800 2 9

#### Mhehallaut.

Cissah or lead.

To profit gained on the tales of 176 maunds
3 feer of lead this year, amounts to 1,082 3 0

'Tis the custom of the Dagorah of the Mint to purchase a quantity of lead, which he afterwards retails to Merchants, who bring silver, bullion, coins, &c. &c. for alloy.

#### Jumboo Bazar.

Duty paid into the Mint for lead used in the Bazars of Benares, at the rate of 6 pice per seer, and amounts this year to

147 11 3

#### Jawvyher Kanna.

Duty paid into the Benares Mint on glass, stones, beads, &c. &c. and amounts this year to Benares Sicca rupees

157 12 6

#### Betal Mehal.

The estates of deceased persons who have no heirs, such immediately become the property of the Mint, and this year amounts to - 36 3 3

N. B. Information is obtained of the decease of persons intestate, as follows:

A cast of people, called Dooms, are bound by a Mochulker to give information at the Mint when corpse are brought down to the river side to be either burnt or thrown into the Ganges; and

the

# 212 Paper relating to Charge III. Parts 4 and 5.

the servants of the Mint on such intelligence immediately proceed and make enquiry if such persons died intestate, or not: If they have, their valuables, &c. become the property of the Mint.

To the amount of the yearly rent of a large house, which became the property of the Mint in the reign of Aurenzeib, and is let out for the manufacturing of gold thread

10 all - 1,872 9 0

Total amount collections of the Benares
Mint for the Higgeree year 1190, or English year 1776, Benares Sicca supees - 21,010 6 3
Deduct amount falaries to the servants employed in the Benares Mint for this year,
is Benares Sicca rupees - - 2,311 12 9

Balance neat profit, — Benares Sicca rupees 18,698 9 6

Total amount duty of the Benares Mint, exclusive of the Zemindary duty, Bs. Sa. rupees

Total amount Zemindary duty, Bs. Sca. rupees

Amounting together to Bens. Sicca rupees

2,239 6 3

Account Particulars of the Duties collected at the Benares Mint for the Higgerie Year 1191, or the English Year 1777.

Dauroobzurroob (or Tauksaub).

Muskook (implies Sicca coin) either gold mohurs or rupees.

Gold Mohurs, 3,719.

Gold mohurs, coined this year in the Benares Mint.

Expence of coining 635 gold mohurs, from Surat mohurs and old gold coins, as paid into the Benares Mint, at the rate of 7

rupees 6 pice per 3 gold mohurs 44 10 9

Zemindary duty, I
R. per cent. - 6 5 9

Expence of coining 3,084 gold
mohurs from gold bullion, &c.
as paid into the Mint, at the

Expence of coining 3,084 gold mohurs from gold bullion, &c. as paid into the Mint, at the rate of 14 Rs. i As. per egold mohurs 433 11 0 Zemindary duty, at

2 Rs. per cent. - 61 11

495 6 3

#### 10,40,997

Sicca rupees coined this year in the Benares Mint, as per particulars, viz.

From chandie, or filver bullion, 2,49,073
'Benares Sicca rupees.

Expence of coining the above Sicca rupees from filver bullion, as paid into the Mint, at the rate 1 R. 4 A. per cent. 3.113 7 0 Zemindary duty, at annas per cent. 311 5 0

) | 2.42*i* | 12 (

From Cuttaie, 7,79,405 Sicca rupees.

Cuttaie implies old and light coins, &c. brought into the Mint, and coined into Benares Sicca rupees.

Coined on account of the Merchants, Sicca rupees 7,20,381.

Expence of coining the above Sicca rupees, as paid by the Merchants, at 14 annas per 2 Sicca rupees, is 6,303 11 6 Zemindary duty, at 2 annas per cent. 900 7 0

Coined on account of Justick Roy, Sicca rupees 24,021.

Expense of coining the above Sicca rupees, as paid by Just-

tick

# 214 Papers relating to Charge III. Parts 4 and 5th

tick Roy, at the rate of 10
Ans. 6 pice per ° Sicca rupees — 157 10 6
Zemindaryduty, at
1 An. 6 pice per cent. — 22 8 0

180 2 6

Coined on account of Gocul Chund, Benares Sicca rupecs 35,003.

Expence of coining the above Sicca rupees, as paid by Go-cul Chund, at the rate of 7 annas per ° Sicca rupees — 153 2 3 Zemindary duty, at 1 An. per cent. 21 14 0

7,559 5 3

## From Ghourshaie rupees.

Coined Benares Sicca rupees 12,519.

Expence of coining the above Sicca rupees from Ghourshaies, at the rate of 3 annas 6 pice per & Benares Sicca rupees 27 7 9. Zemindary duty, at 6 pice per cent. — 3 14 6

31 6 3

## Murradie (implies copper pice.)

Coined this year in the Benares Mint 1,779 maunds 20 feer weight, as per particulars.

Benares weight 537 Mds. 37 Seer 2 Ck.

Expence of coining the above maunds of copper into pice, agreeable to the Benares weight, at the rate of 14 annas per maund of copper - 470 II 3

Zemindary duty, at

2 As. per maund 67 4 0

537 15 3

Allahabad weight, 1,241 Mds. 23 Seer, 3 Ck.

Expence of coining the above maunds of copper into pice,

agreeable to the Allahabad weight, at the rate of 1 R. 5 A. per maund 1,629 8 9 Zemindary duty,

at 3 As. per maund - 232 12 9

1,862 5 6

## Mullerpherkaul.

Tolehs, 71,532—Massas, 31/4. From Godauz Passa.

This article implies bullion which is melted down into ingots, for the conveniency of making gold and filver thread, &c.

Expence of melting and making the above tolehs of filver into ingots, at the rate of 1 R. 3 ans. per 3 tolehs, is - 741 I 9 Zemindary duty, at 2 Ans. per 3 tolehs — 105 10 9

846 12 6

## Tolebs, 777.

From Vosful Taillah.

This article implies gilding with gold fuch of the Godauz Passa as is appropriated for manufacturing the gold thread only,

Expence of gilding the above tolehs of filver for making gold thread, at the rate of 2 annas 9 pice per toleh, is 127 8 6 Zemindary duty, at 3 pice per toleh — 18 2 6

145 11 0

# Tolehs, 38,216. From Gotay.

This article implies bullion that is extracted from old embroidered filks, cloths, linen, &c. which are brought to the Mint, and melted down.

298 9, 6 Bens

P. 4

Bens. Sa. Rups. 4,291

From Currel Sullonie.

This article implies the drofs and filver that remains in the earthen vessel, bullion, &c. 1s melted in.

Expence of coining the above Sicca rupees, from Currul Sullonie, at the rate of I R. 12 Ans, per cent. is 75 3 3 Zemindary duty, at 4 annas

per cent.

85 15 0

10 11 9

## Avoal Mutterpherkaul.

The ashes and sweepings of the Mint, &c. fold this year, and amounts to

22 II 1,399 11

## Nuckausee Roaker Mahajanaun.

This article implies a duty which is paid into the Mint for all treasure that is transported out of the town of Benares, by those residing in it, at the rate of a Ans. 6 pice per cent. and on 6,21,042 Rs, amounts to

\*Zemindary duty, at 6 pice per cent. 199 20

1,592 7 Q

## Mehallaut.

Cissah or lead.

To profit gained on the sales of 170 Mds. 20 S. 12 Ck. of lead, this year.

912 12 9

'Tis the custom of the Darogah of the Mint to purchase a quantity of lead, which he afterwards retails to Merchants, and others, who bring filver bullion, coins, &c. for alloy.

## Jumboo Bazar:

Duty paid into the Mint, for lead used in the Bazar of Benares, at the rate of 6 pice per seer, and amounts this year to

201

Jawvyher

## Jawayher Kanna,

Duty paid into the Benares Mint, on glass beads, stones, &c. &c. and amounts this year to

200 1 6

#### Bital Mehal, or

The estates of deceased persons, who have no heirs, fuch immediately become the property of the Mint, and this year amount to Sicca rupees 54 10 Q N. B. Information is obtained of the decease of persons intestate, as follows:

A cast of people, called Dooms, are bound by a Mochulker to give information at the Mint. when corpse are brought down to the river fide, to be either burnt or thrown into the Ganges; and the fervants of the Mint, on fuch intelligence, immediately proceed, and make enquiry if fuch persons died intestate, or not: if they have, their valuables, &c. become the property of the Mint.

To the rent of a large house. which became the property of the Mint in the reign of Aurenzieb, and is let out for the manufacturing of gold thread 444 0 0

1,812 12 18,767 2 3

498 io

pees Deduct amount falaries to the fervants employed in the Benares Mint for the year 1777

Total amount collections of the Benares Mint, for the Higgerie year 1191, or English year 1777, Benares Sicca ru-

16,744

2,022 15

Balance neat profit, Benares Sicca rupees

Total

218 Papers relating to Charge III: Parts 4 and 5.
Total amount duty of the Benares Mint, exclusive of the Zemindary duty, Bs. Sa. Rs 16,767 15 9
Total amount Zemindary duty - 1,999 2 6
Amounting together to Bs. Sicca Rs. 18,767 2 3
Account Particulars of the Duties collected at the Benares Mint, for the Higgerie Year 1192, or the English Year 1778.
Dauroolzurrub (or Tankfaul.)  Musiook implies Sicca coin, either gold mohurs, or rupees.
Gold Moburs, 14,389 Gold mohurs coined this year in the Benares Mint. Expence of coining the above gold mohurs, as paid into the
Mint, at the rate of 14 ru- pees 1 anna per 8 gold mo- hurs - 1,991 3 0
Zemindary duty, at 2 rupees per cent 283 3 9 2,274 6 9
9,88,118 Sicca rupees coined this year, as per particulars; viz. From chandee, or filver bullion, Sicca rupees, 1,65,437. Coined on account of the merchants, 1,64,270 Sicca rupees.
Expence of coining the above Sicca rupees from filver bullion, as paid by the Mer- chants, at the rate of 1 R. 4 As. per 8 Sicca Rs. — 2,053 5 9 Zemindary duty, at 2 annas per cent. — 205 5 6
Coined on account of Justick Roy, 1,167 Sicca rupees.  Expence of coining the above Sicca rupees from bullion, as paid by Justick Roy, at the rate of 15 annas per Sicca rupees — 10 15 3  Zemindary duty, at 1 A. 6 P. per cent. — 1 1 3
2,270 11 9 From

From Cuttaie, 6,96,923 Sicca rupees.

Coined on account of the Merchants, 6,70,137 Sicca rupees.

Expense of coining the above Sicca rupees from Cuttaie, as paid by the Merchants, at the rate of 14 As. per 3 Sicca rupees - 5,863 15 6

Zemindary duty, at 2 As. per cent. 838 3 0

- 6,702 26

Coined on account of Justick Roy, 26,786 Sicca rupees. Expence of coining the above

Expence of coining the above Sicca rupees from Cuttaie, as paid by Justick Roy, at the rate of 10 Ans. 6 Pice per 3 Sicca rupees 175 12 6

Zemindary duty, at 1 A. 6 P. per

cent. — — 24 15 9

200 12 3

Cuttaie implies old plate, old and light rupees, &c. &c. that are brought to the Mint, and coined into Benares Sicca rupees.

From Ghourshaie rupees.

Coined 1,25,758 Benares Sicca rupees.

Expence of coining the above Sicca rupees from Ghourshare rupees, at the rate of 7 Ans. per 8 Sicca rupees, is 550 2 3

Zemindary duty, at 1 An. per cent. — 78 9 6

628 II 9

Murraddie implies copper pice.

Coined this year on account of the Merchants 264 maunds, 26 feer.

Expence of coining the above maunds of copper into pice, as paid by the Merchants, at the rate of 14 annas per maund of copper, 231 10 0 Zemindary, 2 an-

nas per maund 33 1 6

264 11 6

€ashmeirimul

Cashmeirimul rented the Mint this year for the coining of pice, and paid for the contract

5,000 0 0 5,264 II 6 17,341 8 6

## Mutterpherkaut.

## Tolehs, 72,772.

From Godauz Passa.

This article implies bullion, which is melted down into ingots, for the conveniency of making gold and filver thread, &c.

Expense of making the above tolehs of filver into ingots, at the rate of 1 Rs. 3 As. per 3 tolehs - 735 14 6 Zemindary duty, at 2 As. per 3 tolehs - 105 1 0

105 1 9

841 0 3

## Tolehs, 700-Messa, 11

From Vossul Taillah.

This article implies the gilding with gold fuch of the Godauz Passa as is appropriated for the manusacturing the gold thread only.

Expense of gilding the above tolehs of filver for making gold thread, at the rate of 2 anas 9 pice per toleh 115 0 6 Zemindary duty, at 3 pice per

toleh - -

16 6.3

131 6 9

## Tolehs, 29,298.

From Golay.

This article implies bullion that is extracted from old embroidered filks, cloths, linen, &c. which are brought to the Mint and melted down.

Expense of melting, &c. the above tolehs, at the rate of 11 annas per % tolehs - 200 9 6 Zemindary duty, at 1 Ans. 6 pice per % tolehs - 28 9 3

229 2 9

#### Bs. Sicca Rupees, 4,852 10

From Currul Sullonie.

This article implies the drofs and filver that remains in the earthen vessel, bullion, &c. is melted in.

Expence of coining the above Benares Sicca rupees from Currel Sullonie, at the rate of 1 Rs. 12 annas per cent. 84 4 9 Zemindary duty, at 4 annas per cent. - 12 0 3

96 5 0

## Avoab Mutterpherkaut.

The ashes and sweepings of the Mint, &c. fold this year, and amounts to

In all - 1,319 6 9

## Nuckausee Roaker Mahajanun.

This article implies a duty which is paid into the Mint for all treasure that is transported out of the town of Benares, by those residing in it, at the rate of 3 annas 6 pice per cent. and on 5,68,254 rupees, amounts to

Zemindary duty, at 6 pice per cent.

1,239 7 3 117 0 9

In all - 1,416 8 0

#### Mehallaut.

Cissah, or lead.

To profit gained on the fales of 224 Mds. 26 Seer 32 Ck. of lead this year

1,133 12 0

It is the custom of the Darogah of the Mint to purchase a quantity of lead, which he afterwards retails to Merchants and others, who bring silver bullion, coin, &c. for Alloy.

## Jumboo Bazar.

Duty paid into the Mint, for lead used in the Bazares of Benares, at the rate of 6 pice per seer, amounts this year to

74 14 3 Jawyyher

#### Jawyyher Kanna.

Duty paid into the Benares Mint on glass beads, stones, &c. &c. and amounts this year to

198 15 3

#### Bital Mehal, or

The estates of deceased persons who have no heirs, such immediately become the property of the Mint, and this year amounts to

8 7 0

Total

N.B.—Information is obtained of the decease of persons intestate, as follows:

A cast of people called Dooms, are bound by a Mochulker to give information at the Mint when corpse are brought down to the river side, to be either burnt or thrown into the Ganges; and the servants of the Mint, on such intelligence, immediately proceed, and make enquiry if such persons died intestate, or not: If they have, their valuables, &c. become the property of the Mint.

To the rent of a large house which became the property of the Mint in the reign of Aurenzib, and is let out for the manusacturing of gold thread

444 ---

سے اس حیاد سے	452	7	****
In all —	1,860		6
Total amount collections of the Benares Mint for the Higgerie year 1192, or En- glish year 1778, — Bens. Sicca Rs.	21,937	7	9
Deduct amount salaries to the servants employed in the Benares Mint for this year, is — Benares Sicca rupees Khyraut, agreeable to the Rajah's per-	1,676	9	6
wanna	1,384	9	6
In all	3,061	3	

Balance, neat profit — Ben. Sicca Rs. 18,764

Total amount duty of the Benares Mint, exclusive of the Zemindary duty, Benares Sicca rupees 20,133 13 Total amount Zemindary duty, Bs. Sa. Rs. 1,803 10 Amounting together to Bens. Sicca rupees 21,937

Account Particulars of the Duties collected at the Benares Mint for the Higgerie Year 1193, or in the English Year 1779.

Dauroolzurub (or Tanksaul.)

Muscook implies Sicca coin, either gold mohurs or rupees.

Gold mohurs. 10,122 ---

Gold mohurs coined this year in the Benares Mint.

Coined on account of the merchants, 9,813' gold mohurs.

Expence of coining the above gold mohurs, as paid by the merchants, at the rate of 14 R. I A. per ? gold mo-1,367 15 Z emindary duty, at 2 Rs. per ? ditto 149 11 -1,562 11 6

Coined on account of Justick Roy 309 gold mohurs.

Expence of coining the above gold mohurs, as paid by Justick Roy, at the rate of 10 Rs. 8 As. per gold mo-Zemindary dut, at

1 R. 8 A, 8 per do 4 10

37 3 9

1,599 15 3

Sicca Rupees. 7,61,289 - -Sicca rupees coined this year as per particulars, viz.

From Chande, or filver bullion, Sicca rupees. 1,53,242.

Expence

#### Jawvyher Kanna.

Duty paid into the Benares Mint on glass beads, stones, &c. &c. and amounts this year to

198 15 3

#### Bital Mehal, or

The estates of deceased persons who have no heirs, such immediately become the property of the Mint, and this year amounts to

8 7 0

N.B.—Information is obtained of the decease of persons intestate, as follows:

A cast of people called Dooms, are bound by a Mochulker to give information at the Mint when corpse are brought down to the river side, to be either burnt or thrown into the Ganges; and the servants of the Mint, on such intelligence, immediately proceed, and make enquiry if such persons died intestate, or not: If they have, their valuables, &c. become the property of the Mint.

To the rent of a large house which became the property of the Mint in the reign of Aurenzib, and is let out for the manufacturing of gold thread

444 ---

المسيع المداع المستبينية	452	7	_
In all —	1,860	<del></del>	6
Total amount collections of the Benares Mint for the Higgerie year 1192, or En- glish year 1778, — Bens. Sicca Rs.	21,937	7	9
Deduct amount falaries to the fervants employed in the Benares Mint for this year, is — Benares Sicca rupees	1,676	9	6
Khyraut, agreeable to the Rajah's per- wanna	1,384	þ	6
In all	3,061	3	0

Balance, neat profit — Ben. Sicca Rs. 18,764 4 9

Total

Total amount duty of the Benares Mint, exclusive of the Zemindary duty, Benares Sicca rupees

Total amount Zemindary duty, Bs. Sa. Rs. 1,803 10

Amounting together to Bens. Sicca rupees 21,937 7 9

Account Particulars of the Duties collected at the Benares Mint for the Higgerie Year 1193, or in the English Year 1779.

Dauroolzurub (or Tankfaul.)

Muscook implies Sicca coin, either gold mohurs or rupees.

Gold mohurs. 10,122 ---

Gold mohurs coined this year in the Benares Mint.

Coined on account of the merchants, 9,813' gold mohurs.

Expence of coining the above gold mohurs, as paid by the merchants, at the rate of 14 R. 1 A. per 3 gold mohurs - 1,367 15 9

Zemindary duty, at 2 Rs. per 3 ditto - 149 11 9

Coined on account of Justick Roy 309 gold mohurs.

Expence of coining the above gold mohurs, as paid by Justick Roy, at the rate of 10 Rs. 8 As. per 8 gold mohurs - 32 9 6 Zemindary dut, at

1 R. 8 A. o per do 4 10 3

37 3 9

1,599 15 3

Sicca Rupees. 7,61,289 — —
Sicca rupees coined this year as per particulars, viz.

From Chande, or filver bullion, Sicca rupees. 1,53,242.

Expence

```
Papers relating to Charge III. Parts 4 and 3.
Expense of coining the above Sicca rupees.
  from filver bullion, at the rate of 1 R. 4
  annas per o Sicca rupees 1,916 3 6
Zemindary duty, at 2 As. per
  <sup>o</sup> Sicca Rs.
                            101
                                            2,107 12 6
   From Cuttaie 1,94,252 Sicca rupees.
  Cuttaie implies old plate, and light ru-
pes, &c. &c. that are brought to the Mint,
and coined into Benares Sicca rupees.
Expence of coining the above Sicca rupees
  from Cuttaie, at the rate of 14 As. per ?
  Benares Sicca rupees - 1,699 13 3
Zemindary duty, at 2 An. per ?
  Sicca rupees
                               242 15 0
                                            1,942 12 3
        From Ghourshaie rupees.
  Coined 4,13,795 Benares Sicca rupees.
Expence of coining the above Sicca rupees
  from Ghourshaie rupees, at the rate of
  7 annas per ? Sicca rupees 1,810 7
Zemindary duty, at 1 anna
  per <sup>o</sup> Sa. Rs.
                              258 9 9
                                            2,060 I
      Murraddie implies copper pice.
Coined this year in the Benares Mint, 996
  Ma. 23 Seer weight, as per particulars.
Benares weight, 52 Md 7 Seer.
Expense of coining the above
  maunds of copper, agree-
  able to the Benares weight;
  at the rate of 14 annas per
  maund
                45 10 -
Zemindary duty,
  at 2 As per
                      8 3
  maund
                               52 2 3
Allahabad weight, 944 Mds 16
           Seer.
Expence of coining the above
  maunds of copper, agreeable
  to the Allahabad weight, at
```

the rate of 1 R. 3 As per 3 maunds of copper 1,321 7

```
Papers relating to Charge III. Parts 4 and 5. 225
Zemindary duty,
  at 3 As per
  maund
                 191 10
                           1,533
                                           1,585
                              In all — 9,304 12
             Mütterpherkaut.
            Tolebs. 91,740.
From Godauz Passa.
  This article implies bullion, which is
melted down into ingots, for the conveni-
ency of making gold and filver thread, &c.
Expence of melting and making the above
  tolehs of filver into ingots, at the rate of
  1 rupee 3 annas per 3 tolehs 873 1
Zemindary duty, at 2 Asper ?
  tolehs
                              124 12 ---
                                             997 13 9
               Tolehs. 805.
From Vosful Taillah.
  This article implies the gilding with
gold fuch of the godduz passa as is appro-
priated for the manufacturing the gold
thread only.
Expence of gilding the above tolehs of fil-
  ver, for making gold thread, at the rate
  of 2 annas 9 pice per toleh
                              132 3 Q
Zemindary duty, at 3 pice per
  toleh
                               18 13
                                              151 0 9
       Tolehs. 25,161 Massa. 9 -
From Golay.
   This article implies bullion that is ex-
tracted from old embroidered filks, cloths,
linen, &c. which are brought to the Mint,
and melted down.
Expence of melting, &c. the above tolehs,
   at the rate of 11 annas per ?
   tolelis
                               172
Zemindary duty, at 1 anna 6
   pice per tolehs
                                24
                                              196 11
   Vol. I.
                                                  Bg. Sa.
```

226 Papers relating to Charge III. Parts 4 and 51

Bs. Sa. Rupees. 6,261 15 6.

From Currul Sullonie.

This article implies the drofs and filver that remains in the earthen vessel, bullion, &c. is melted in.

Expence of coining the above Benares Sicca rupees from Currul Sullonie, at the rate of 1 rupee 12 annas per cent. 109 2 6 Zemindary duty, at 4 annas per cent. 15 8 0

15 8 9

124 11 3

## Avoab Mutterpherkaut.

The ashes and sweepings of the Mint, &c. fold this year, and amounts to

- 26 4 0 In all - 1,496 9 0

## Nuckausee Roaker Mahajanaun.

This article implies a duty which is paid into the Mint for all treasure that is transported out of the town of Benares by those residing in it, at the rate of 3 annas 6 pice per cent. and on 2,25,301 rupees, amounts to

Zemindary duty, at 6 pice per cent.

492 12 9 70 7 3

In all -

→ 563 4 °

#### Mehallaut.

Cissah, or lead.

To profit gained on the sales of 113 Mds

36 seer. 21 Ck. of lead this year

Tis the custom of the Darogah of the Mint to purchase a quantity of lead, which he asterwards retails to merchants and others, who bring silver bullion, coin, &c. for alloy.

## Jumboo Bazar.

Duty paid into the Mint for lead used in the Bazars of Benares, at the rate of 6 pice per seer, and amounts this year to

78 4 0

Jawyyher Kanna.

Duty paid into the Benares Mint on glass. beads, stones, &c. and amounts this year to

278 10 6

#### Bital Mehal.

The estates of deceased persons who have no heirs, fuch immediately become the property of the Mint, and this year amounts to

is 2 6

N. B. Information is obfained of the decease of persons intestate as follows:

A cast of people, called Dooms, are bound by a Machulker, to give information at the Mint when corpse are brought down to the river fide to be either burnt or thrown into the Ganges; and the fervants of the Mint, on fuch intelligence, immediately proceed, and make enquiry if fuch persons died intestate, or not t If they have, their valuables, &c. become the property of the Mint.

To the rent of a large house, which became the property of the Mint in the reign of Aurinzieb, and is let out for the manufacturing of gold thread, Benares Sicea rupees 428 9

In all —

Total amount collections of the Benares Mint for the Higgerie year 1193, or English year 1778, Benares Sicca rupees. 12,696 13 0 Deduct amount amount falaries to the fervants employed in the Benares Mint for this year, is Benares Sicca rupees

1,332

•	_		•		
Khyraunt, agreeable to the R wanna	lajah's	per-	1,565	11	6
	In a	n –	3,502	6	0
Balance, neat profit, — — I	Benare:	s Sico	9,194	7	0
Total amount duty of the Be exclusive of the Zemindary Total amount Zemindary duty	duty	Mint,	11,351		
Amounting together to Ben	s. Sa. 1	rupees	12,696	13	0
Account Particulars of the Dutie for the Higgerie Year 1194	s collect , or th	ted at e Eng	the Benar slish Year	es M 178	lint Bo-
B: Sa rupees. 4,47,181	gold man he rated	ohurs	} 9 2,141	0	9
Sicca rupees coined this year ticulars, viz.  From Chandee or filver bull Sicca rupees, 1,13,	lion, E	_			
Expence of coining the above from filver bullion, at the r 4 annas per ? Sicca rupees Zemindary duty, at 2 Apper cent.  From Cuttie 1,59,323 B S	Sicca ate of: 1,413	9 9 5 —	9	. 14	9

Cuttaie implies old and light rupees, &c. &c. that are brought to the Mint, and coined into Benares Sicca rupees.

Expence

Expence of coining the above maunds of copper into pice, agreeable to Allahabad weight, at the rate of 1 R. § A. per maund 31 13 3 Zemindary duty, 3
As per maund 4 9 3

36 6 6 41 9 0 In all — 5,204 15 3

Mullerpherkaut.

Tolehs. 82,825 Massal. 1 - 1

From Godauz Passa.

This article implies bullion, which ismelted down into ingots, for the conveniency of making gold and filver thread.

Expence of melting and making the above tolehs of filver into ingots at the rate of 1 rupee 3 annas per o tolehs 121

971 1 3

### Tolehs. 681 - -

## From Vossul Taillah.

This article implies the gilding with gold such of the Godauz Passa as is appropriated for manufacturing the gold thread only.

Expence of gilding the above tolehs of fil-ver, for making gold thread, at the rate of 2 annas 9 pice per toleh 111 13 Zemindary duty, at 3 pice per tolch 35 14 ---

127 IX Q

## Tolebs. 27,224 ---

## From Golay.

This article implies bullion that is extracted from old embroidered filks, cloths, linen, &c. which are brought to the Mint, and melted down.

Expence of melting, &c. the above tolehs, as paid into the Mint, at the rate of 11' annas per 8 tolehs 186 6 — Zemindary duty, at 1 A. 6 P. per 2 tolehs 26 9 3

212 15

# Bens. Sa. Rupees, 2,481

## From Currel Sullonie.

This article implies the drofs and filver, that remains in the earthen vessels, bullion, &c. is melted in.

Expence of coining the above Benares Sicci	Ł
rupees from Currel Sullonie, as paid into	- <del>)</del>
the Mint, at the rate of 1 R.	
12 A. per cent 13 1 5	)
Zemindary duty, at 4 Ans. per cent 6 0 9	
	49 1 9
Avoab Mullerpherkaut.	
The ashes and sweepings of the Mint, fold	l
this year, and amounts to	18 0 6
Nuckausee Roaker Mahajanaun.	
This article implies a duty which is paid	
into the Mint for all treasure that is trans-	•
ported out of the town of Benares, by	
those refiding in it, at the rate of 3 anna	
4 pice per cent. on 57,525 rupees.	
Zemindary duty, at 6 pice per	
cent 17 15 6	
	143 13 9
Mhehallaut,	
Cissah, or lead,	
To profit gained on the fales of 78 Mds.	
21 feer. 14 Ck. of lead this year	294 4 0
*Tis the cuftom of the Darogah of the	
Mint to purchase a quantity of lead, which	
he afterwards retails out to Merchants and	
others. who bring filver bullion, coins, &c.	
for alloy.	
Jumboo Bazar, or	
Duty paid into the Mint for lead used in the Bazars of Benares, at the rate of	
6 Pice per seer, and amounts this year to	
Jawyher Kanna.	
Duties paid into the Mint on glass beads,	
	_
stones, &c. &c. for the year, and amounts	265 15 9
to - Benares Sicca rupees	
to - Benares Sicca rupees	
Bital Mehal.  The effates of deceafed persons who have	
to - Benares Sicca rupees	propert <del>y</del>

232 property of the Mint, and this year amounts to Benares Sicca rupees 115 53 N.B. Information is obtained of the decease of persons intestate as sollows: A cast of people, called Dooms, are bound by a Mochula. ker to give information at the Mint when corple are brought down to the river fide, to be either burnt or thrown into the Ganges; and the servants of the Mint, on fuch intelligence, immediately proceed, and make enquiry if such perfons died intestate, or not: if they have, their valuables, &c. become the property of the Mint. To the amount of the yearly rent of a large house, which became the property of the Mint in the reign of Aurinzieb, and is let out for the manufacturing of gold thread 00 559 1,187 Total amount collections of the Benares Mint, for the Higgerie year 1194, or English year 1780, Benares Sicca rupees 7,914 11 Deduct amount salaries to the servants employed in the Benares Mint, for this year, Benares Sicca rupees 1,834 14 Khyraut, agreeable to the Rajah's perwanna 812 14 2,647 12 Balance, neat profit - Bens. Sa. rupees 5,266 15 Total amount duty of the Benares Mint, exclusive of the Zemindary duty 7,130 0 nares Sicca rupees Total amount Zemindary duty 784 10

Amounting together to - Bens. Sa. rupees

7,914

Extract of Bengal Secret Consultations, the 6th Sept. 1782.

RESOLVED, That the following letter be written to the Resident at Benares.

Sir,

A detachment, confisting of five regiments or Sepoys, and one company of artillery, having been ordered to march from Dinapore to Cawnpore, under the command of Colonel Sir John Cumming, we desire that you will reserve as much money in your hands as you may be able, confistent with the other exigencies of the service, and that you issue the amount, to the extent of three months pay for the detachment, to the paymaster, on his application to you for the same,

Fort William, 6th September 1782. We are, &c.

Extract of Bengal General Confultations, the 7th Oct. 1782,

READ the following letter, and enclosure, from the Secretary to the Board of Ordnance:

Gentlemen,

I am directed by the Honourable the Governor General and Board of Ordnance, to transmit to you the accompanying extract of a letter from Captain Hook, commanding at Bidjey Ghur, relative to the state of damaged grain, &c. in that fort; and they beg leave to recommend to you, to give directions to the Resident at Benares, to order the removal of it, so that the fort may be cleared out, and Captain Hook be enabled to surnish this Board with an exact return of all the ordnance and ordnance stores already there, and to sit up proper places for the reception and preservation of such stores as they may think necessary to order to be lodged in that Fort.

Ordnance Office, I have the honour to be, &c. the 1st Oct. 1782. (Signed) JOHN MACENTYER. Sec. Board Ordnance.

Extract of a Letter from Captain Archibald Hook; dated Camp, Samereeah, near Bidjee Ghur, 4th September, 1782.

On my arrival at this place I found the fort lumbered up in such a manner, by the mixture of various stores, that it was impossible to lodge one third of my people, so as that they would be sheltered from the inclemency of the weather during the approaching rains, nor did I think it safe to have so many people within the fort in the situation in which I found it.—Vast quantities of rotten grain, mixed

with loose gunpowder, heaped up in filed houses, which, after a little rain, sent forth a smoke as if it were actually burning; this I thought proceeded from the heat of the sun acting upon the damp grain, which, when dried to a certain degree, I seared might communicate to the whole garrison. The officer whom I relieved not having received any regular account of what the fort contained, could not give me any particular one, or an exact return, but mentioned that the granaries were locked up, and under charge of the Resident at Benares, with whom I find the keys are all lodged, which adds to the inconveniency and danger of keeping many people in the fort, as the doors cannot be occasionally opened, which would prevent the accumulation of foul air, and other bad consequences.

A true extract.

(Signed FRAs. PEREGRINE KINLOCK.

Acta Affi. Secretary Board Ordnance.

The Board remark, That the Resident at Benares was ordered, on the 19th August last, to deliver over the grain grain in Begee Ghur to the commanding officer as a store, with a licence to retail it to the sepoys.

Agreed that the following letter be written to the Reli-

dent at Benares:

Sir,

The commanding officer at Bidjy Ghur having reprefented that fortress to be much lumbered with old and rotten, grain, we desire that you will appoint a proper person to take an account of all the grain with him, to separate the bad from the good, and to deliver over the latter to the charge of the commandant, agreeably to our orders of the 19th August.

Fort William, We are, &c.
the 7th October, 1782, (Signed), Governor General
and Council,

Extract of Bengal General Confultations, the 19th Nevember, 1782.

READ the following letter from the Committee of Re-

To the Honourable Warren Hastings, Esq. Govenor General, &c. Council of Revenue, at Fort William.

Honourable Sir, and Sirs,
As the demands upon the Patna Treasury will greatly exceed the receipts account the months of Badun, Assin, and Catick, the kists of which are very small, we beg leave.

leave to submit to you the propriety of directing the Resident at Renarcs to make an immediate remittance to the Chief of Patna of five lacks of rupees, or such a sum as the state of his treasury will admit of; and we request that your Honourable Board will be pleased to inform us whether such a supply can be afforded from Benarcs, without prejudice to the demands of Government upon that residency, in order that, in case it cannot, we may take some other means of providing the Chief of Patna with the necessary funds.

Calcutta, We are, &c.

14th Nov. 1782. (Signed) J. SHORE.

C. CROFTES.

Agreed that the following letter be written to Benares:

Sir.

As the Revenue Chief at Patna will have occasion for money to answer several demands upon him, we desire that you will make him remittance as soon as possible, to the amount of sive lacks of rupees, and advise him when he may expect them from you, that he may give timely information to the Committee of Revenue.

Fort William, We are, &c., 19th Nov. 1782.

# A Translation of a Persian Letter to the Naib Durbeetzy Sing.

AFTER compliments.—The impropriety of your conduct, and intentional delays in paying up your Bhadoon kifts, have at length determined the Honourable Nabob Imaund ul Dowlah, &c. &c. to remove you from the high flation to which he formerly raifed you, from all interference in the affairs of your son, and consequently of this

Zemindary.

You have, fince the first of Asseen of the Fusfillee year 1180, paid no more into the treasury than twenty-seven lacks twenty-seven thousand rupees: it is impossible from a country, by your own account affording an easy revenue of forty-nine lacks, that no more should be collected; I therefore recommend it to you most earnestly, to make up the balance due, and avoid the dishonour and shame, and perhaps even worse, which will inevitably pursue you, if you difregard these injunctions. In the mean time I have thought proper to keep a guard upon your person; I desire that you, without delay, give me'a paper containing the names of all your Mutzuddies, writers of accounts, &c. &c. &c.; that you in the course of this day send me a list of the balances due to you from the Aumils whom you have employed; that you give the most positive orders to your

your Mutzuddies, &c. &c. &c. to render me a just account and information of the present state of the country, and to attend me whenever I shall call upon them.

Wм. MARKHAM.

Honourable Sir, and Sirs,

In a letter which I did myself the honour of writing to you on the 12th instant, I informed you that I had given Babboo Jagger Deco Sing the appointment of Naib; he could not at that time be invested with the Khelaut, as the Bramins prognosticated a day of ill omen, and the 15th was fixed upon for the Company.

Since that time the old Rannee and the Rajah, inspected by Derbeetzy Sing, have most vehemently declared to me, that they will by no means give their consent that any other person shall be appointed Naib: I therefore have deferred the ceremony of granting him the Khelaut, 'till I receive further orders from your Honourable Board.

It is necessary to be remarked, that Baboo Jagger Deco Sing, and Baboo Neehul Sing, are the only two of the old family of Bulwant Sing, and indeed the only two men with whom I am acquainted in the Zemindary, to whose hands fo high an employment can be entrusted; and I gave the preference to the former, as age and deafness are great impediments to business in the latter.

I have the honour to be, &c. &c. &c. Benaris, Nov. 14th, 1782. WILLIAM MARKHAM, Resident.

The following minute was returned with the foregoing papers; and the letter which is entered after it written to Mr. Markham.

In circulation.

A minute from the Governor General.

Three letters, and one enclosure, from the Resident at Benares.—Copy of the Governor's letters to ditto, dated 20th September.

Thursday, 28th November, 1782. J. P. A. Secry.

Mr. Wheler.

I approve of the measure recommended by the Governor General's minute, respecting Baboo Doorkbijoy Sing, and of the mode of carrying them into execution, through the Resident of Benares, which is his official duty; and also of the appointment of Jagger Deco Sing to fill the office of which Doorkbijey has been dispossessed, and of the appointments recommended in the Governor General's letter of the 29th of September. The severe indisposition with which the Governor General was afflicted when these letters were received, and his absence from the presidency, are subjects well known to every Member of the Board.

(Signed)

E. W. M'P.

I.S.

To Mr. Markham.

Sir,

We have now before us your letters of the 24th October, 12th and 14th November. The Governor General has likewise communicated to us a copy of the letter which he wrote to you on 29th September, from Nia Serai.

The measures which you have taken with Baboo Doorbijey Sing are perfectly right and proper, so far as they go; and we now direct that you exact from him, with the utmost rigour, every rupee of the collections which it shall appear that he has made, and not brought to account, and either confine him at Benares, or send him a prisoner to Chunar, and keep him in confinement until he shall have discharged the whole of the amount due stom him.

We likewise direct, That, for the offence which he has been guilty of, you divest him of the Jagheer, which was affigned him, and re-unite the property of it to the Mulguzarry, on the land paying its revenue, through the

Rajah, to the Company.

We approve and confirm your appointment of Baboo Jagger Deco Sing to the office of Naib of the Zemindary, in the room of Doorbijey Sing; and defire that you will invest him immediately with the usual Khelaut, in due form.

We also direct you to carry into execution the other parts of the Governor General's letter to you of the 29th September, which remain to be accomplished.

Fort William, We are, &c. &c. &c.

4th December, 1782.

Extratt of Bengal General Consultations, 2d January, 1783.

Honourable Sir, and Sirs,
I THIS morning received your

I THIS morning received your letter of the 19th inflant, and shall, as directed, transmit to the revenue chief of Patna 5,00,000 rupees, with all possible expedition.

Benares, I have the honour to be, &c..
30th November, 1782. (Signed) MARKHAM.

Extract of Bengal General Consultations, the 27th January, 1783.

RECEIVED the following letters from Mr. Markham:

Honourable Sir, and Sirs,

I herewith have the honour to transmit to you an account of the disbursements at this treasury, from the 3d November,

November, 1781, to the 3d December, 1782. A severe fit of sickness prevented an earlier dispatch of these accounts.

Benares, I have the honour to be, &c. 30th December, 1782. (Signed) WM. MARKHAM.

Honourable Sir, and Sirs,

I herewith have the honour to transmit to you an account of the receipts and disbursements at this treasury, from the 3d of October, 1782, to the 3d of November, 1782, by which you will perceive that only 2,00,000 rupees of the Bhadoon kist, due the 21st of September, have been received, and that a balance of 6,05,333. 5. 10, yet remains to be liquidated.

I am in hopes of obtaining this balance in a few days, from the late Naib Durbutzy Sing, who, according to your

orders, still remains in confinement.

Benares, I have the honour to be, &c. 3cth December, 1782. (Signed) WM. MARKHAM.

Honourable Sir, and Sirs,

I herewith have the honour to transmit you an account of the disbursements at this treasury, from the 3d September, 1782, to the 3d October, 1782.

Benares, I have the honour to be, &c.
30th December, 1782. (Signed) WM. MARKHAM.

Honurable Sir, and Sirs,

I have the honour to inclose you an account of the receipts and disbursements at this Treasury, from the 3d December, 1782, to the 3d January, 1783, by which you will perceive that Baboo Jogger Devo Sing has liquidated Rajah Myipnarain's first kist for Assin, due the 21st October.

I expect to receive the second kist for Kautick, in the course of sour or sive days.

Benares, I have the honour to be, &c. 8th January, 1783. (Signed) WM. MARKHAM.

# Extract of Bengal Secret Letter, 30th January, 1783.

Mr. Markham, the Resident at Benares, having complained against the conduct of Baboo Doorbejy Sing, the Naib or Minister of that Zemindary, we find it necessary to order his removal, and to re-annex the Jaghire, which had been granted him for the support of his station; to the revenue lands; and Baboo Jagger Deo Sing has been appointed in his room to the Naibut. Doorbejy Sing was in consinement for the balance of collections due from him; and the refident at Benares informs us that he hopes shortly to recover it from him.

Extract of Bengal General Confultations, the 27th February, 1783.

READ the following letter from the Resident at Benares:

Honourable Sir, and Sirs,

I have the honour to enclose you an account of the receipts and disbursements at this Treasury, from the 3d January, 1783, to the 3d February, 1783, by which you will perceive, that Baboo Jagger Deoo Sing has liquidated Rajah Myipnarain's kists for Kautick and Aughun,

Benares, I have the honour to be, &c.

14th Febry. 1783. (Signed) WM. MARKHAM,

Resident.

Ordered, That the accounts enclosed in this letter be fent to the Accountant General.

Extract of Bengal General Consultations, the 7th March, 1783.

READ the Company's General Letter, dated 28th Au-gust, 1782.

On paragraph 4, 5; and 6.

The Governor General.

As I am already apprized on the fentiments and intentions of the members of the Board, what I shall have to say on the subject of the preceding paragraphs, cannot in justice be imputable to a difrespect of the Court of Directors orders, to which in all cases I shall pay the most implicit obedience; with the fingle exceptions of fuch as shall in my opinion tend to the destruction of their own affairs. have already afforded the strongest evidence, both of the respect of the obedience which I profess, in the conduct which I have observed both to Mr. Bristow and to Mr. Fowke. Had it been dictated by that vindictive spirit which feems to have been imputed to me, I should have shewn it by vindictive acts; but neither can Mr. Bristow nor Mr. Fowke charge me with such a treatment of them, even in the flightest instance. Though the first instrument used and proclaimed for the diffolution of my authority during the existence of a late influence, yet I have most studiously conformed to the orders of the Company respecting both, as far as I could do it without destroying the influence of my office, and that of the Government connected with it, by conforming to the letter of the Court of Directors with respect

respect to the one, and the spirit of them with the other: As foon as an occasion afforded for the appointment of Mr. Bristow, under such circumstances as I thought would maintain the powers of this Government undiminished by it, I myself proposed his appointment; and to give it every posfible effect in my power, I commissioned my own Secretary, Major Palmer, to introduce him to the Vizier, as a man of my own choice and in my own confidence. As a further proof of my temper, and wariness of my conduct in an occassion so delicate, I appeal to a fact in the knowledge of the members of this Board, and which Mr. Bristow himfelf will attest; but when I had privately declared to him my intention of recommending him for the appointment, I defired Mr. Bristow himself to write a letter to the Nabob Vizier, mentioning my wish in this respect; and my further defire, that it should be effected with his entire concurrence, which I confidered as indispensible. At the same time I directed Rajah Govindram, the Agent or Vakeel of of the Nabob Vizier, to inform him of the favourable fentiments which I at that time entertained for Mr. Briftow, lest he might be missed, by a contrary opinion, to withhold the declaration of his affent. I received his af-

fent, and immediately proposed the appointment.

With respect to Mr. Fowke, when I conceived it an obligation of public duty to remove him from a station in which his continuance appeared to me prejudicial to the fervice, I proposed, and the Board made him a most ample compensation for the loss of it, by bestowing on him an office of higher emolument, and better adapted to his talents; and in that construction of the Company's orders. I did conceive that I had conformed most exactly to the spirit though not the letter of them, since it was impossible for me to believe, that the preference given by them to Mr. Fowke could arise from any consideration of his superior My present objection to his appointment I qualification. dare not put upon record; the members of the Board individually know it. I lament, that while the preservation of the Company's existence depends wholly and exclusively upon this Government; while it has been acknowledged even by the Court of Directors themselves, that the exertions of this Government have been equal to that dependance; while I am pointed out by their constitution, and considered by all the Chiefs of Hindostan, as the executive member of this Government, and of course every person representing it, as more especially representing myself; and while the Court of Directors themselves, knowing me to possess no more power than any other member of the Company's, pass their censures on me singly, for many acts done by the Council at large, they should not be aware of the

the great danger to which they expose their affairs, by acts which disqualify me for the official discharge of my duty, which obviously tend to excite distrust in such of the powers of India who were disposed to be connected with the Company, and to invite their own subjects to rebellion. I forbear to say more in this place.—The Board know what is due to their stations under the conclusive ties by which they are bound to exercise the powers of this Government, entrusted to them by act of parliament, for the preservation of the great interests of the Company and the nation, which are connected with it, and to obey the orders of the Court of Directors, enjoined by the same high authority; and they well know to whom a preserence shall be given, if in the present instance the latter shall appear to them incompatible with the former.

Ordered, That these paragraphs, with the Governor General's minute thereon, be circulated for the consideration of the members of the Board, that they may deliver their opinion at the next meeting in this department.

# Extract of Bengal General Confultations, the 10th March, 1783.

THE Board now record their different opinions respect-

ing Mr. Fowke's appointment to Benares.

The orders of the Court of Directors, regarding the appointment of Mr. Fowke to Benares, are positive and distinct, and in my opinion ought to be carried into execution immediately.

(Signed) JOHN STABLES.

Mr. M'Pherson.

The ground upon which the Court of Directors are pleased to order obedience to their orders relative to the appointment of Mr. F. Fowke to the Residency of Benares, is so strong, that nothing remains with the Board but to carry the orders into execution. I cannot at the same time but observe, that the conduct of the Governor General upon this occasion, in not soliciting, directly or indirectly, a concurrence with any opinion we may have upon this subject from any member of the Board, is much to his credit, as well as his conduct in carrying into effect the appointment of Mr. Bristow to Qude, upon a late occasion, when that appointment had the countenance not of party, but of an united Council, supporting the wishes and orders of their constituents.

I am persuaded that the Court of Directors have been made to believe, that the remoyal of Mr. Fowke from Benares, originated from motives of personal resentment to-

wards Mr. Fowke, and a difrespect to their own authority, otherwise they would not have ordered so positively an immediate change in the respective administration of a pro-

vince fo recently recovered from rebellion.

The future administrators of these provinces will acknowledge their obligations to the Governor General, in having on every occasion maintained the policy as well as privilege which should vest in the immediate rulers of this, as of every State, the choice of their own agents; and had not the dispute about the filling the Residency of Benares originated at this Board, the Court of Directors would not, I believe, have taken so decided a line relative to the appointment.

#### Mr. Wheler.

Although it will require the peculiar attention of this Government to avert the consequences which may reasonably be expected to result from so sudden and unlooked-for a revolution in the management of the Company's affairs at Benares, I am nevertheless of opinion, that the orders of the Court of Directors respecting the re-instatement of Mr. Fowke, are restrictive on this Board; and I am the more confirmed in the propriety of carrying them into effect, from the knowledge which the Court of Directors possessed at the time they wrote this letter, of the steps taken by the Governor General to conciliate Mr. Fowke to his removal from the Residency at Benares.

March 10th, 1783.

Sir Eyre Coote.

It does not appear to me that any confideration is allowed me, in respect of the obedience required by the Court of Directors, to the orders contained in their last general letter of the 12th July. The terms are such as to leave nothing with me but acquiescence, and I am answerable for that only. In the case of Mr. Fowke, the words are most particularly and strongly pointed; viz. "That their rea" son for his re-instatement is, to vindicate the authority of the Court of Directors." After this declaration, I cannot think any alternative is lest me; I therefore give it as my opinion, that the orders of the Court of Directors are to be carried into execution.

(Signed) EYRE COOTE.

#### Governor General.

Since it is finally resolved, by the opinions which have been delivered by the members of the Board, that Mr. F. Fowke shall be appointed Resident at Benares, it becomes me, and me peculiarly, to propose, that he be appointed

with

with all the powers of his predecessor in that office, which

I beg leave to recommend to the Board accordingly.

Resolved, That a Khelaut be given to Mr. Fowke to Baboo Juggerdroo Sing, the new Naib or manager, in the name of the Government, and with a promise of its patronage and support, so long as he conducts himself properly, in order to confirm his authority in the country.

Extract of Bengal Secret Consultations, the 24th March, 1783.

THE following instructions to Mr. Francis Fowke are approved, and ordered to be sent to him:

#### To Mr. Francis Fowke.

Sir.

Having appointed you to the station of Resident at Benares, we think it necessary to furnish you with the follow-

ing instructions, for your guidance in this trust.

Mr. Markham, the late Refident, has been ordered to deliver over to your charge, on your arrival at Benares, all the treasure, papers, accounts, and other documents or dependencies of his office. By these you will learn the state of Rajah Mahipharain's kistbundee for the present year, and you will continue to demand and receive from him, or his Naib, Juggerdeo Sing, the monthly instalments which may become due according to his kubbooleat or agreement, a copy of which, together with the pottah granted him for the Zemindary, and his general Kistbundees, as settled by the Governor General at Benares, on the 14th September 1781, are enclosed.

Baboo Doorbijy Sing, the late Naib, having been guilty of gross mismanagement and peculation of the revenues, was removed, and confined, for payment of the amount due to the Company, which he had collected, and at the same time deprived of his Jagheer, which was ordered to be re-united to the Mulguzarry of the land paying revenue through the Rajah to the Company. Mr. Markham will give you the state of this account, and you will use your endeavours to recover the whole from him as soon as

possible.

Babboo Juggerdeo Sing, who, with our approbation and conformation, has been appointed Naib in the place of Doorbijy Sing, will in future be accountable for the rents of the Zemindary, agreeably to Kistbundee, and you will treat with him in that character upon all subjects which may be committed to you respecting the Zemindary.

We directed Mr. Markham, on the 4th December laft, to invest the new Naib with a Khelaut in due form on the part of this Government, and to carry into execution certain orders and instructions given by the Governor Ge-

neral on the 29th September preceding; we enclose a copy of them, and desire that such points as remain unexecuted by Mr. Markham, may receive your earliest attention and accomplishment of them. At all events, we think it proper, for the confirmation of the Naib, and to prevent any ill effects which the appearance of a change might have on his influence, that you should invest him with a Khelaut, in the name of the Governor General, and we

direct it accordingly.

We enclose copy of a paper of requests delivered by Rajah Mahipnarain to the Governor General while at Benares. with his replies thereto; by which you will perceive that it was intended to deprive the new Rajah of every prerogative which denoted either fovereignty, or independence of the Company. For which reason the Mint and the Administration of Justice were both separated from the Zemindary; the former was given in charge to the late Resident, with directions to ascertain the amount of the annual revenue paid from it to Rajah Cheyt Sing, during the preceding five years, that the average thereof might be carried to the credit of the present Rajah, in the payments of his revenues to Government; and the Resident was ordered to erect proper offices for the function of Mint, and to continue the service of it until some future arrangement should be made respecting it. This office you will receive charge of from Mr. Markham, and likewise continue to execute the duties of it.

The administration of justice in the town of Benares, and the internal police of it, are separately committed to Ally Abrahim Cawn, with whose province you are forbid all interference, except in instances requiring your protection and support of his authority; and that it may be clearly defined to you what his duties are, we enclose a copy of the regulations made by the Governor General for administering them.

You will follow the example of the former Resident, in making such advances of money for the payment of the troops at Chunar and Buxar, as may be requisite; and in all payments of this kind you will observe the rules prescribed by us, in special letters written to Mr. Markham

for that purpole.

The Governor General having made a regulation before he left Benares, concerning the future collection of the customs, and ordered that no duties should be levied in any part of the Zemindary, except at the stations of Mirzapore, Benares, and Ghazypore, you will find a table of rates established by the late Resident, and corrected by us on the 8th of April last for that purpose.

For

For the rest, you will receive such information from the late Resident as will leave you at a certainty whether any, and what duties, remain to be performed in that station, and will attend to them accordingly.

You will keep us constantly advised of your proceedings, and of every occurrence you may think worthy of our in-

formation.

Fort William, We are, &c. &c. &c. 24th March, 1783.

Extract of Bengal General Confultations, the 24th March, 1783.

READ a letter, as follows, from the Resident at Benares.

Honourable Sir, and Sirs,

I herewith have the honour to enclose you an account of the receipts and disbursements at this Treasury, from the 3d February, 1783, to the 3d March 1783; by which you will perceive, that Babboo Jagger Deoo Sing has liquidated Rajah Myipnarain's 4th kist for Poos, due the 17th January, 1783.

Benares, I have the honour to be, &c. 3d March, 1783. (Signed) JOHN BENN.
Acting Resident.

The following letter was written on Sunday last to the Resident at Benares.

To Mr. William Markham, at Benares.

Sir.

We defire that you will immediately fend down to the Presidency, either in specie or by bills of exchange, the amount of the treasure which you may have in your hands at the receipt of this letter.

Fort William, 22d March, 1783, We are, &c.

Extract of Bengal General Confultations, 19th May, 1783.

READ the following letters from the Resident at Benares:

Honourable Sir, and Gentlemen,

Mr. Markham, the late Refident at Benares, has left this station to proceed to the Presidency, agreeable to your orders, having previously delivered the public letters, accounts, and other documents belonging to the apointment of Resident, to me, in charge till the arrival of Mr. Fowke.

Mr. Markham's letter, inclosing the public accounts, would inform your Honourable Board, that the kifts for R 3

the present year, and the balance due from Baboo Durbidzy Sing on account of the last, have been received into the Company's Treasury, except such sums as your Honourable Board may not think just, and consequently not admit to the claims which Baboo Durbidzy Sing has made for deductions.

Benares. I have the honour to be. &c. 12th April, 1783. (Signed) JOHN BENN, Affistant to the Resident at Benares.

Honourable Sir, and Sirs,

I have received the honour of your letter of the 24th of March, 1783, with the feveral enclosures mentioned

I have received from Mr. Benn the accounts, letters, and papers of the Refident's Office, left in charge to him by Mr. Markham. There is no balance of cash in the treafurv.

The Naib Baboo Jagger Deo Sing is not now at Benares; as foon as he arrives I shall invest him with a Khelaat, in the manner you have been pleased to direct.

I shall punctually obey the orders you have given me respecting the several branches of this office; I shall advise you regularly of my proceedings; and shall immediately inform you of any occurrence which may appear to me worthy of your notice.

I have the honour to be, &c. Benares. (Signed) F. FOWKE, the 24th April, 1783.

Honourable Sir, and Sirs,

In obedience to your commands, I invested the Naib Jagger Deo Sing with a Khelaat on the 3d instant, in the name of the Honourable the Governor General.

I have also the honour to inclose the accounts of receipts and disbursements of this Treasury from the ninth of April to the fixth of May, by which you will perceive the Naib Jagger Deo Sing has liquidated Rajah Myipnarain's 7th kist for Chaiel.

I have the honour to be, &c. Benares. May 6th, 1783. (Signed) F. FOWKE, Resident.

Ordered. That the accounts be fent to the Accounan: G eneral and Military Paymaster General.

Extract of Bengal Secret Consultations, the 28th July, 1783.

RECEIVED the following letter from the Resident at Benares.

To the Honourable Warren Hastings, Esquire, Governor General, &c. Supreme Council.

Honourable Sir, and Sirs,

I have the honour to enclose you an account of the receipts and disbursements at this Treasury from 9th June to 13th July, 1783, by which you will perceive that the balance remaining in my hands is Benares Siccas 4,05,457.

6, and that the Baboo Jagger Deo Sing has liquidated Rajah Myipnarain's 9 kist for Jayet.

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

Honourable Sir, and Sirs,

Your very obedient and
Benares, most humble servant,
the 13th July, 1783.
F. FOWKE.

• COPY OF CORRESPONDENCE, &c. RELATIVE TO THE STATE AND ALTERATIONS IN THE GOVERN-MENT AND ADMINISTRATION OF THE LANDED REVENUES OF THE PROVINCE OF BENARES, SINCE THE SETTLEMENT WITH RAJAH MAHIPNARAIN.

Extract of Bengal General Confultations, the 14th October, 1783.

Francis Fowke, Esquire, Resident at Benares.

THE Honourable the Governor General and Council having received information that the periodical rains have been hitherto so very unfavourable as to expose the Vizier's provinces to the most dreadful of all calamities, a famine, and that a scarcity is already apprehended as far down as Benares, I am directed to acquaint you, that they have been pleased to issue orders, and to cause the same to be made public, that the duties be taken off for two months, beginning with the first day of next month, from the transportation of grain of all kinds to the Upper Country: After which period the Board will consider the necessity, if any should exist, for prolonging the term.

I have the honour to be, &c.

Council Chamber, (Signed) E. HAY,
the 29th September, 1783.

Sub Secretary.

\* Moved 10th April by Major Scott.

Extra&

Extract of Bengal Secret Consultations, the 25th Nevember, 1783.

THE Governor General lays before the Board the following letter, and enclosures, from the Resident at Benares. Sir.

I do myself the honour to lay before you the enclosed copies I have received from Colonel Blair; I have written to the Burdy Raja, demanding in peremptory terms the surrender of the persons concerned in this disturbance, and restitution for the damage done, and effects plundered.—But I have not thought myself authorized to order the detachment to march into the Burdy Raja's country; on which subject, request to receive the honour of your commands.—In the mean time I have directed Colonel Blair to take such measures as he may deem most effectual for opposing and checking any suture attempt of the kind that may be made, without marching beyond the boundaries of this Zemindary.

Benares, I have the honour to be, &c. 14th Nov. 1783. (Signed) F. FOWKE,

To Francis Fowke, Esquire, Resident at Benares. Sir.

For your full information respecting the late depredations that have been committed in this Zemindary, I forward the officer's letters to me who commands the detachment sent against these hostile pillagers, who were, it seems, eleven hundred strong.—Although I did not think it expedient to give Captain Meredith authority to march beyond the limits of this Zemindary, yet it is matter of sact, that the Burdy Rajah has encouraged or assisted this body of men to plunder and destroy any part of our districts: In my opinion some steps ought to be taken to punish his temerity and insolence, if he does not, upon being wrote to immediately deliver up their leaders.

I have directed Captain Meredith to correspond with you, and give you every information upon this subject which he can obtain. Whatever steps is judged most adviseable to adopt, you will please to communicate to me, that I may send the necessary orders to the officer commanding the detachment.

Chunar, I have the honour to be, &c.
13th Nov. 1783. (Signed) WILLIAM BLAIR.

To Colonel William Blair.

I did myself the honour of addressing you the day of my arrival at this place, since which one of the Zemindars of this village has thought proper to return, and has requested permission

Permit

permission to take up his former residence; however, as I have reason to think he is one of the men mentioned in my instructions, I have thought it most advisable for the present to keep him in confinement, where he shall remain until I receive your instructions regarding him; he came to me under a different name from any mentioned in the in-Arnctions, as Zemindars of this village; I have made particular enquiry, what number of Zemindars relided here, and have been informed by the Aumil, and the Rajah of Augowree, there were three, which is the number mentioned in your instructions. The Zemindar has acknowladged that he is a near relation of Baboo Hurgobin Sing, and also that he was one of the Zemindars belonging to this yillage; from these circumstances I am fully persuaded that he is the man mentioned under the name of Albalage Sing.—The Aumil, and the Rajah of Augowree, have been applying to me for permission to detach some of their people after the plunderers, to endeayour to recover the whole, or part of it, as also for permission to retaliate on the Burdy Rajah, who, they inform me, has been a principal instigator of the depredations already committed in this Purgunnah; I have for the present desired them not on any account to fend people into the Burdy Purgunnah, and shall wait your further advice and instructions on this head.—Permit me to request the favour of you to inform me, whether it is necessary I should correspond with the Resident of Benares, or any other person excepting yourself.

Camp, near I have the honour to be, &c.

Bulwanur, 12th Nov. 1783.

(Signed) J. MEREDITH, Captain, Commanding 1st Bat. 30th Reg.

#### To Colonel William Blair.

I arrived here this morning about an hour before daylight, in hopes, from the intelligence I received from the Aumil, of being able to furprize the Zemindars your infructions ordered me to apprehend; but by some means they had received intelligence of my approach about fun-set yesterday afternoon, and immediately decamped with (from what I can learn) about nine hundred head of cattle, loaded with all kinds of grain, and other plunder, which they had collected in the different villages adjacent to this place; from the intelligence I have received, the whole of the refractory Zemindars have crossed the Sone, and have (for the present) taken up their residence in the village of Dourah, about five coss from this, in the Purgunnah of the Burdy Rajah, to which place my instructions forbid my following them.

Permit me to observe to you that, from the information the Aumil has given me, I have every reason to believe they are both encouraged and protected by the Burdy Rajah to commit the depredations they have lately done in this Purgunnah; I therefore think he should be applied to for permission to seize, in any part of his purgunnah they are to be found, or for he to feize, and deliver them to me. I will make the application, if you approve of it, and wait, in my present encampment, for your reply, without some circumstance occurs which may require my moving. They have burnt several villages, and plundered about thirty.— The villages hereabout are entirely deferted by the inhabitants, from the dread they entertained of these robbers; however, I hope, from the protection I shall take care they shall receive, they will soon be reinstated in their former popularity, as I shall make it my principal study that they are not oppressed either by the camp followers, or others.

I have the honour to be,
(Signed) J. MEREDITH.
Capt. commanding 1st Battal. 30 Regt.

Agreed that the following letters be written to the Resident at Benares, and to Colonel Blair.

To Mr. Francis Fowke, Resident at Benares.

The Governor General has laid before us your letter of the 14th November, and the papers accompanying it, and we, in consequence, direct, that you immediately apply to the Burdy Rajah to make reparation for the injuries done in the Zemindary of Benares by the robbers, who are said, in Colonel Blair's letter to you of the 13th, to have been assisted and encouraged by the Rajah in committing depredations in your district, and to deliver up the several perfons who have been concerned in these disturbances, should they be yet in his country.

In the event of his refusal to comply with this requisition, we desire you will immediately write to Colonel Blair to detach a sufficient force to seize the robbers, or to act in such other manner, for the reparation of the injuries done by them, as you may think advisable.—Colonel Blair has received our orders to comply with your requisitions for this

purpose.

Fort William, 25th Nov. 1783. We are, &c.

### To Colonel William Blair.

We have received a letter from the Refident at Benares, enc'ofing copy of one addressed to him by you, on the subject of the depredations committed in that Zemindary, by

a party of robbers, said to be assisted and encouraged by the Burdy Rajah; and we think proper to direct that you will detach from Chunar, at Mr. Fowke's requisition, a force sufficient to seize the people concerned in these disturbances, or to act in such other manner as Mr. Fowke shall recommend, in order to obtain reparation for the injuries sustained by the inhabitants of the province.

Fort William, We are, &c.

25th Nov. 1783.

# Extract of Bengal Secret Consultations, the 27th Dec. 1783.

THE following letter from the late and present Resident at Benares, having been for a long time before the Board, they were considered by the different Members, and the following resolutions passed on them.

Honourable Sir, and Sirs,

I have the honour to inclose you an account of the deductions demanded by Baboo Durbeetzy Sing; for the Fusfilly year, 1189; I should not have deferred fending it so long, but that I was prevented by Durbeetzy Sing not being able to give an exact account of the demand for the duties on the salt petre from the Nabob Vizier's dominions.

For the first eight articles, the Honourable Governor General, when at Benares, agreed to allow him the medium rate of the five preceding years, viz. the Mint, Adaulet, and Phousedarry, Cutwallic, Nuchus, Delolly Perdaisic, Tallassic, Khimar Khannah, and the Duston Angustarry.

Your Honourable Board directed that the Mint should be put under the direction of the Resident; his demand upon it is not exorbitant, though, according to the papers

I have been able to collect respecting it, the exact medium rate is 13,410.

With respect to the Adaulet and Phousedarry, the amount of loss by not being continued in the Rajah's hands, cannot be definitively ascertained, as both offices were conducted, during Cheyt Sing's and even Bulwant Sing's time, in a manner by no means conformable to justice.—The Courts were sometimes held at Ramnaghurr, the place of residence of the Rajah, sometimes at Benares: by the enquiries I have made, I do not conceive that the clear income arising from these two articles would be more than 10,000 or 12,000 rupees.

The Cutwalic was in the hands of a man whom I believe to have been fince dead, as I can get no accounts of

him .- I believe the amount to be just.

The Nuckhass is a duty taken on all horses, oxen, &c. sold in the Bazar, the amount set down is just; but Durbertzy

beetzy Sing collected on this article 235 rupees, so that he

is only entitled to 965 rupees.

The Delolly Perdaissic was a tax collected on all travellers, people coming from the Decan to Benares upon religious purposes, &c. which the Governor General forbade to be collected, as great impositions were made on people thus coming to Benares, and is I believe fully just.

Tellashic was a duty collected on every boat that passed Benares, independent of the regular duties. I believe its

amount never exceeded more than 2,000 rupees.

The Khimar Khanna was a duty collected on all gam-

ing houses, and is I believe a just demand.

The Dustoor Angastarry did not amount to above 10 or 12 rupees; was a duty collected on small iron and pewter rings, which the people who wash at the Benares Ghunts are obliged to wear,

The demand of deductions for Govind Jut, Idoll Sing, and Buckhut Sing's Malkhanna, are undoubtedly just.

A village granted by the Honourable Governor General's Purwannah to Musii Khurriem Oulah is likewisejust, as the Governor General confirmed the Sunnud given to his samily by Aurungzebe.

Land confirmed to Zubrage Sing stands in the same

predicament, and is likewise just.

The land established by the Governor General to the

Chunar Fachier.—The amount just.

The duty on the stones, granted by the Governor General to the commanding officer at Chunar, was given for

the following reasons.

To prevent disputes which often happen between the Rajah and the commanding officer, and as the stones were cut close to the fort, and within the limits of his command, the Governor General judged any perquisite arising from them to appertain more properly to him than the Rajah; as this point was not settled before the signature of the pottah and cabouleat, the Rajah demands a deaduction.

The 4,000 cubits, mentioned as 4,347 rupees, is the land which the Governor General directed to be measured out, and given to the commanding officer, as being within gun shot of his fort.—The Honourable Governor Gene-

ral will be able to explain the foregoing articles.

Your Honourable Board directed me, in a letter of July, 1781, to pass the salt-petre which came from the Nabob Vizier's country, free of duties. His demand upon this account is about 2,000 Rs. less than it ought to be. The loss which accrued on the establishment of the permit through the Zemindary he has rated very high, and is the most exceptionable part of his demand; a loss, a heavy

heavy loss was certainly occasioned, partly from goods being sent on different routes by the Merchant, partly from the deductions of the Shair, which he was obliged to allow to his Aumils, and from the collections of the permit not being equal to that deduction.

The Paymolly he originally fet down at 10,000 rupees; he afterwards attempted to impose another 10,000 rupees

on the amount.—This I refused to admit of.

The unavoidable damage which a detachment so large as Colonel Cummings's must occasion in marching through a country like this, at a time when the grain was ripe, and his encampment at Chousah during part of the rainy season, will be a sufficient guide for your Honourable Board's decision on this article.

Benares, I have the honour to be, &c. 17th Feb. 1783. (Signed) WM. MARKHAM, Refi.

Deductions deman	ided b <b>y</b> Bal	000 Dur	beetzy Sin	g.	
Mint -	<u> </u>	•	16,465		5
Adaulet and Phousdar	ry	, <del>=</del>	25,000		
Kutwalic -	•	•	12,000		
Nuckhass -	•	-	1,200		
Delolly Perdaiffic	•	•	1,740		
Tellashy -	•	•	6,000		-
Khunnah Khunnah	_	,,,,	880		
Dustoor Angusterry -	-	_	108		
Govind Jut's Malkani	12 -	_	37,500		
Idoll Sing ditto	-	•	8,000		
Boggut Sing ditto	=	-	11,000		
A village granted by	the Hono	urable	2-,		
Governor General	s Perwann	ah to			
Mufti Khunem Oul					
grant of Auringzebe			1,822	T -	
Land ditto to Jalfage		mino	29022	- 3	•
a grant of ditto	ome, com	5	1,000		
Land ditto to the Cl	hunar Tuc	khur	1,000		
confirming a grant of		Zuu,	500		
Half the Mehal duties	y alico	from	500	_	_
Chunar -	OII MONCS	110011	*`11,028	è	
	. Lam at 17h.	-			
4,000 cubits round the			*4,347		·
Duties for faltpetre f	tom mê t	Vadod	-6		
Vizier's dominions	_	-	16,512 *91,778 10,477	3	3 3
Loss on the duties	•	-	<b>*</b> 91,778	5	3
Paymolly -	-	_	10,477	· 8	3
A	C'		***************************************		
Ame	ount, Sicca	rupecs	2,57,359	O	3

Not allowed, but enquired into.

<sup>\*</sup> Not allowed.

Honourable Sir, and Sirs.

I have the pleasure to inform your Honourable Board. that I have received from Baboo Durbeetzy Sing the fum of Benares Sicca rupees 3,48,973. 10. 7, being the amount balance of his Bhadun kift for the Fusfilly year 1189, unless your Honourable Board shall disallow any part of the deductions which he demanded; an account of which I transmitted to you in my letter dated 16th February, 1782. I have taken a Mochulka from him, expressed in the strongest terms, that whatever part of the deductions demanded by him shall be judged inequitable, and consequently disallowed, he shall, without delay, make good and pay into the Benares Treasury; and that whatever sum of money he shall be proved to have received from the collections of the Fusfullee year, 1190, shall be likewise paid without hesitation to the present Naib, Baboo Jugger Deo Sing. In consequence of the payment of the above fum, and the engagement entered into by him, I have taken off the two companies of sepoys, stationed as his guard, until the further pleasure of your Honourable Board shall be made known.

I have the honour to enclose your bills of exchange for the sum of Benares Sa. Rs. 3,48,973. 10. 7, or Calcutta

Sa. Rs. 3,28,875. 13. 3.

Having the Honourable Governor General's permissions to leave Benares, I have entrusted the care of all public papers, receipts, &c. to the assistant, Mr. Benn, who will deliver over charge to my successor, Mr. Fowke, on his arrival at this station.

It is needless to observe, I have lest no charge in the Treasury, the whole amount balance having been transmitted, by bills of exchange, to Calcutta in favour of the Honourable Company.

Benares, I have the honour to be, &c. 9th April, 1783. (Signed) WM. MARKHAM.

Resident.

Honourable Sir, and Sirs,

I enclose the copy of a letter I have received from the Resident at Oude. On this representation of the very urgent necessity there is in the Vizier's country for an immediate supply of grain, I have thought it proper to comply with Mr. Bristow's request, and have ordered the duty to be remitted on grain dispatched thither. I have, however, directed the Merchants, who wish to send grain with this indulgence into the Vizier's country, to apply to me for dushuhs; and I have limited the remission of duty to such only as are surnished with the dushuhs. By this restriction of the indulgence I mean to ascertain the exact amounts.

amount of the duties so remitted, and to reserve to myself the power of immediately checking this exportation, should the Merchant's be inclined to send so large a quantity as to cause in this country the scarcity intended to be relieved in the Vizier's. This last precaution appears to me particularly necessary, as the failure of rain at the usual period, and the consequent thinness of the crop in the Zemindary, has raised the price of grain very high.

Benares, I am, &c. 14 May, 1783. (Signed) F. FOWKE, Resident.

#### To the Resident at Benares.

Sir,

I have this day submitted to the Board the expediency of remitting, during the present alarming scarcity of grain throughout the Vizier's dominions, the heavy duty levied on this article in the Zemindary of Benares. measure will, I am in hopes, prove a great encouragement to its importation from the Company's provinces. As a great deal of time would be lost in waiting the Board's anfwer, and the emergency calls for immediate supplies, I have, in the confidence that you would affent to it 'till the pleasure of the Board may be known, caused it to be circulated among the Merchants of the Bahar province, as well as those in the Vizier's dominions, as a measure actually determined on: I am likewise to request that you will notify the same throughout the Zemindary of Benares. and otherwise encourage, as much as may be in your power, the Merchants in importing grain into these provinces.

Lucknow, 5th May, 1783.

I have the honour to be, &c. (Signed) JOHN BRISTOW, Refi. at the V. Court.

A true copy, by F. Fowke, Rt.

Honourable Sir, and Sirs,

INCLOSED I have the honour to forward the public accounts of this station, for the month of May, by which you will observe, that Baboo Jagger Deo Sing has siquidated Rajah Mehipnarain's eighth kist for Bysack.

In the account of disbursements your Honourable Board will observe, that the actual expenditure falls short of the estimate which I transmitted to Mr. James Miller, by the sum of 23,229. 13, this difference was occasioned by the drafts of the Paymaster of the garrison of Chunar Ghur, and troops in this Zemindary, being less for this month

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than the estimate, which he furnished me with on forming a general estimate for Mr. Miller.

Benares, I have the honour to be, &c. 9th June, 1783. (Signed) F. FOWKE, Resident.

Honourable Sir, and Sirs,

I have the honour to enclose you an account of the receipts and disbursements at this Treasury, from 13 July to 12 August, 1783, by which you will perceive that the balance remaining in my hands is Benares Sicca rupees 4,78,489. 7. 7, and that Babboo Jagger Deo Sing has liquidated Rajah Mehipnarrain's 10th kist for Assur.

Benares, I have the honour to be, &c.
12th August, 1783. (Signed) F. FOWKE, Resi.

Honourable Sir, and Sirs,

Agreeably to your orders, contained in your letter bearing date the 28th ult. I have this day dispatched to the presidency in five boats the sum of Benares Sicca rupees 4,65,000, configned to Mr. Charles Crosts, Sub-treasurer, being the balance of my Treasury, after deducting Benares Sicca rupees 13,489. 7. 7, which I have detained in my hands to answer the drasts which I am in daily expectation of receiving from the Paymaster of the garrisons, whose bills you have ordered me to honour in your letter of the 12 June last.

Benares, I have the honour to be, &c. 17 August, 1783. (Signed) F. FOWKE, Refi.

Honourable Sir and Sirs,

I have the honour to enclose you an account of the receipts and disbursements at this Treasury, from 12 August to 24 September, 1783, by which you will perceive that the balance remaining in my hands is Benares Sicca rupees 2,57,520, -7, and that Baboo Jugger Deo Sing has liquidated Rajah Mihipnarrain's 11th kist for Haubon.

Benares, I have the honour to be, &c. 24 Sept. 1784. (Signed) F. FOWKE, Refident.

The Board's resolutions on the preceding letters are as follow:

17 February.

Agreed that the claims made by Baboo Durbetzy Sing on the following accounts, be admitted at the rates given to them respectively by the late Resident.

Mint.

Awdawlet or Fouzdarry,

Retwallee,

Nehaus.

Eellaushy.
Khumah Kama.
Dustoor Angustin.
Govind Jett's Malkanna.
Idol Sing's ditto
Boggul Sing's ditto.

Duties for faltpetre from the Nabob Vizier's dominions. Agreed also, That the late Resident be applied to by the Secretary; and if it shall appear that the claims of deductions made on account of a village granted by the Governor General's Perwannah to Musti Kurreim Ullah, and Inbrage Sing, in confirmation of grants from Aurengzebe, are sounded on any acts done by the Governor General's authority, it is agreed to admit them.

The following are lifts of deductions claimed by Dur-

beetzy Sing.

Account of Deductions from the Mulgazaree of Benares, claimed by Baboo Durbetzy Sing for the Fusfillee Year 1189.

. 1189.	_
ARTICLES.	Deductions claimed.
Mint _	- 16,465 - 5
Audawlet and Phouzedarry -	- 25,000
Kutwallee -	- 12,000
Nuckhass	- 1,200
Delolly Perdaissee	<b>- 1,740</b>
Tellashy	- 6,000
Khemah Khama	<b>-</b> 880
Dustoor Angusterry -	- ro8
Govind Jett's Malkannah	- 37,500
Idol Sing's ditto	- 8,000
Boggul Sing's ditto	- 11,000
A village granted by the Honourable	Go-
vernor General's Perwannah to M	/ufti
Kurrem Oulah, confirming a gran	
Aurengzebe	- 1,822 13 1
Land ditto to Jerbrage Sing, confirmi	ing a
grant of ditto	- 1,000
Land ditto to the Chunar Fauhkier,	con-
firming a grant of ditto -	- 500
Half the Mehal duties on stone from Ch	unar 11,028 8 —
Four thousand cubits round the for	
Chunar	4,347 <del></del> -
Duties for faltpetre from the Nabob	Vi- ****
zier's dominions	`
Loss on the duties	- 91,778 ,5 3
Paymolly	- 16,512 3 3 - 91,778 ,5 3 - 10,477 8 3
,,	10,4// - 3
Fort William, Amount Sicca rup	nees 2,57;359 6 3
27 Dec. 1783.	
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Account of deductions, from the Mulgazaree of Benares, allowed to Durbetzy Sing for the Fusfullee year 1180.

	A	R	T	Ĭ	C	L	E	s.			
								An	nount al	llow	ed.
Mint	-		-	-	-		-		13,410	-	
Awdawlet a		hou	zeda	rry		-			10,000		
Kutwallee		<b>-</b>		_		•			12,000		_
Nuckhauss	1200	, 23	5 be	ing	colle	cted	, th	ere'	•		
remains		•	-	-	-	_		1	965		-
Tellashy		•	•	•		-			2,000	_	-
Khemah Kl	bama	l	•	• -		-		_	880		
Dustoor An	guste	rry		-		<b>-</b>		_	10		
Govind Jee	t's M	<b>l</b> alka	ınna		-		4		37,500		-
Idol Sing					_ `		<b>-</b> (		8,000		
Boggul Sing	<b>Y</b>	ditte	0		-		<b>.</b>		11,000		
Duties for	faltp	etre	fror	n t	he l	Nabo	do Y	Vi-	•		
zier's don	ninio	ns		-		•	•		16,512	_3	3
								I,	12,277		3

Fort William, 27th Dec. 1783. oth April.

The Secretary acquaints the Boad, that the bills mentioned in this letter were fent on receipt of them to the Sub-treasurer.

12th August.

Ordered that the accounts enclosed in this letter be sent to the Accountant General.

24th September.

Ordered that the accounts enclosed in this letter be fent

to the Accomptant General,

The following minute having been delivered by the Governor General on the 23d instant, the proposition contained in it was agreed to by the other members of the Board,

as appears at its conclusion.

The Governor General—Mr. Hay, who attended me in the year 1781, by the Board's orders, to do the public duties that I might require of him in his line in the general department, while I was absent from Calcutta, on a visit to the upper provinces, and who prepared and signed the Sunnud which I granted to Rajah Myhipnarain, having acquainted me that neither Mr. Colebrook, the Persian translator, nor himself, have yet received any part of the see due to them from that Sunnud, notwithstanding a requisition which the late Resident made thereof by my orders from the then Naib, Baboo Durbeetzy Sing—I propose that Mr. Fowke be directed to demand it from the Rajah,

and if the Rajah should hesitate to comply with the demand, that he made accountable for the amount from his Jaghire, and that Mr. Fowke do receive it, and pay it to Mr. Colebrook and Mr. Hay, in the usual proportions to each.—The see given by Rajah Cheyte Sing for his Sunnud, was one per cent. on the annual Jumma, and the same is due from Rajah Mehipnarain.

(Signed) W. HASTINGS.

Agreed, That this request be made to the Rajah according to the Governor General's proposition.

(Signed) EDWD. WHELER, J. McPHERSON, J. STABLES.

The Secretary lays before the Board the following letter from Mr. Markham.

Sir,

The Honourable the Governor General confirmed the grants of Aurungzebe to Musti Kheremdulah, and Jubraad Sing, to the best of my recollection, by signing his name on the original Sunnuds: I have not copies of them, but the present Resident can easily procure them.

December 26th, 1783. I am, &c. (Signed) WM. MARKHAM.

Agreed that the following letter be written to the Refident at Benares.

Sir,

We have lately taken into confideration a letter from our late Resident at Benares, dated 17th February, inclosing an account of the deductions demanded by Baboo Durbeetzy Sing for the Fusfildar year 1189; and we have also had before us sundry other letters from Benares, bearing the following dates, 9th April, 14th May, 5th and 9th June, 28th July, 12th and 17th August, and 24th September.

We enclosed an account of the deductions claimed by Durbeetzy Sing, and an account of those which we agreed to; we will not allow of any addition to the latter, unless it be for the village and land given by the Governor General's Purwannah and grant to Mustee Khurreim Oulah and Jubrage Sing, in confirmation of a grant of the Emperor Aurungzebe, and amounting to the total sum of Sicca rupees 2,822. 13. 1; this deduction we permit you to add to our account, if, as the late Resident informs us is the case, the Governor General's name appears on the original Sunnuds, and in such case only.

You will observe that the difference between the amount of Durbeetzy Sing's claims, and that which we agree to, even including the deductions for the village and land

granted to Musty Khurreim Oulah, and Jubrage Sing, is Sa. Rs. 1,42,259. 5. 8: We direct that you make an immediate claim of this sum on Dubreetzy Sing, who according to the Muchulea which he gave to our late Resident on being released from consinement, is engaged to pay it into

the Benares Treasury.

We understand that in consequence of a request made by the widow of Rajah Bulwant Sing, and by the present Rajah Myhipnarain, the amount due from Rajah Durbeetzy for the collections of that part of the Fusfullee Year 1190, during which he held the office of Naib, was agreed to be lest to the arbitration of Ally Ibrahim Cawn; and your letter of the 5th of June informs us, that his successor, Babboo Jugger Deo Sing, has paid the full amount of that year's kists up to the date of it, independent of the collections made by Babboo Durbetzy Sing at the beginning of the year: We have not yet learnt whether Ally Ibrahim Cawn has delivered in his award; but if he has, we direct that you claim and receive the amount adjudged by him to be due from Baboo Durbeetzy Sing, and transmit a copy of the award to us.

Being informed that Mr. Hay, who attended the Governor General in the year 1781, by the Board's orders, to do the public duties that might be required of him in his line in the general department, while the Governor General was absent from Calcutta, and Mr. Colebrooke, the Persian translator, have not yet received any part of the see due to them from the Sunnud which the Governor General granted to Rajah Mihipnarrain, notwithstanding the requisition which the late Resident made thereof, by the Governor General's orders, from the then Naib Durbetzy Sing, we direct that you demand it from the Rajah, and if the Rajah should hesitate to comply with the demand, that he be made accountable for the amount from his Jaghire.—That you receive it, and pay it to Mr. Hay and Mr. Colebrook, in the usual proportions to each. given by Rajah Cheyte Sing for his Sunnud was one per cent. on the annual Jumna, and the same is due from Rajah Mihipnarrain.

Fort William, We are, &c.

Secret department, 27th Dec. 1783.

# Extract Bengal Secret Consultations, the 31st December, 1783.

THE Governor General having proposed that orders should be sent to Derbetzey Sing, to repair immediately to Benares, as he was here without licence, and his accounts were unsettled, directions were accordingly sent to him-yesterday

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yesterday by the Secretary, in the name of the Governor General, and the Secretary is ordered to communicate these orders to Mr. Fowke.

Extract of Bengal Secret Consultations, the 20th January, 1784.

READ a letter as follows, from the Resident at Benares, Gentlemen.

I have the honour to enclose you an account of the receipts and disbursements of this Treasury, from 12th November to 27th December, 1783, by which you will perceive that the balance remaining in my hands is Benares Sicca rupees 150,285. 3. 3, and that Baboo Jagger Deo Sing has liquidated Rajah Myhipnarain's first kist for Assin.

I have written to Mr. C. Wattel, the Deputy Paymaster at Chunar, informing him, that the balance of the above account will be delivered to his order, agreeably to your commands transmitted to me by Mr. Secretary Bruere, in in his letter of the 20th November, 1783.

Benares, I have the honour to be, &c. 31st Dec. 1783. (Signed) F. FOWKE,

Resident.

The accounts enclosed in the above letters were sent to the Accountant General on the 9th instant.

Extract of Bengal Secret Consultations, the 3d February, 1784.

THE following letter was written to Mr. Fowke on the 29th of last month.

Sir,

Observing by your account of the 27th of last month, sent to the Accountant General, that you had then received payment only of the Rajah's kist for Assin, and those for Cautic, Angheen, and Pooss, being therefore due from him, in the total amount of Sa. Rs. 8,70,000, we desire that you will endeavour to obtain not only the immediate payment of this sum from the Naib, but of that for that Many, which will be due in the beginning of the next month; and we conceive that you will have but little, if any, difficulty in so doing, as, excepting the kist for the month of Bhadoon, every other kist is very light in proportion to the revenue which the country is capable of yielding.

Fort William, 29th January, 1784. We are, &c.

The following Durkhaust having been received from Cashmeeree Mall on the 29th ult, it was circulated and agreed, at the recommendation of the Governor General, that the letter, which is entered after it, should be written to the Resident at Benares.

Requisition of Cashmeeree Mull Sahoocor.

A lac and a half of Moorshedabad Sicca rupees, is now due from the Calcutta Treasury to your Servant. As your servant has urgent occasion for a bill of two lacs of Moorshedabad Sicca rupees on Benares, he will pay (in addition to the above lac and a balf) half a lac of Calcutta Siccas into the Treasury here, and hopes, from your goodness, that an order for a tuncau may be granted to him for two lacs of Moorshedabad Sicca rupees on the Benares Treasury, at the same rate of exchange as has been granted to Gopaul Daus Sa, that he may take the same with him to Benares.

Sir.

We transmit to you inclosed the translation of a Durk-haut from Cashmeeree Mull Lahoocor; and having complied with the request contained in it, we direct that you advance him the amount of two lacs of Moorshedabad Sicca rupces from your treasury, in liquidation of his claims upon the Company, at the same rate of exchange as has been granted to Gopaul Doss.

Fort William, 20th January, 1784. We'are, &c.

The Secretary acquainted the Board, that Colonel Morgan has represented to him the occasion which he will have for four lacs of rupees, for the pay of his troops on their arrival at Etayak;

Ordered. That the Resident of Benares be directed to remit this amount to Colonel Morgan immediately, either from the balance of cash in his hands, or by loans re-payable from the first monies that he shall receive after complying with the order in favour of Cashmeree Mull.

Agreed, That the following letters be written to Mr.

Fowke and Colonel C. Morgan.

## To Mr. Francis Fowke, &c.

Sir,

Colonel Morgan, commanding the Bengal detachment from the West of India, which is arrived, as we suppose, by this time at Etaya, having occasion for four lacs of rupees, for the pay of the troops, it is our order that you remit this sum immediately to him, or the officer commanding them, either from the balance of cash in your hands, or by making loans re-payable from the first monies that you may receive

receive from the Rajah kist, after complying with the order sent to you on the 20th ult. for two lacks of rupees in favour of Cashmeree Mull.

Fort William, Secret Department, 3d Feb. We are, Sir, Yours, &c.

The Secretary lays before the Board the following letter, and its enclosures, from the Resident at Benares, which he received on the 27th ult. from the Secretary to the public department.

To the Honourable Warren Hastings, Esquire, Governor General, &c. Supreme Council.

Honourable Sir, and Sirs,

Enclosed I have the honour to transmit the accounts of

this station for the month of September.

On the credit fide of the account, betwixt the Honourable Company and Rajah Myhipnarain, your Honourable Board will him of two lacs two hundred thirteen rupees eleven annas three pice, placed to the Rajah's credit.—The particulars of this fum are fully explained to your Honourable Board in a letter from the late Resident, bearing date the 16th of February, 1783, a copy of which I have the honour to enclose.

There is also one article in the account placed to Baboo Duskbidgey Sing, under the head of Wassillauts or collections made by him (belonging to the present year's revenue) before he was put into confinement, by orders from your Honourable Board.

By a letter under date the 9th April, 1783, from my predecessor, your Honourable Board, were informed of the release of Babboo Duskbidgey Sing, and also of the conditions of his enlargement, one of which was, that he should pay, without hesitation, to the present Naib, whatever sums he had collected belonging to the Fussellee year, 1190.

By a letter under date the 5th June, 1783, your Honourable Board was informed of the probable effect that
these collections would have, when the rest for the month
of Bhadoon, which is the close of the year, came to be
adjusted on the engagement entered into by Babboo Duskbidgey Sing at the time of his release, the chief magistrate,
Ally Ibraham Khaun, is chosen by such party as an umpire, and Babboo Duskbidgey Sing binds himself to abide
by his accession in adjusting the amount of his Wassellauts.
The sum determined by Ally Ibraham Khaun, as sent down
in the account, amounts to 1,22,536. 7. 6, Benares Sicca
rupees.

The Babboo Duskbergey Sing did not make collections. from the revenue of the present year, is not a matter of dispute, as he has himself acknowledged it by a written engagement, under his seal and signature; the amount of such collections was the only point that remained doubtful.—As both the late and present Naib chose Ally Ibraham Khaun as an umpire, the business of investigating and determining the amount due from Babboo Duskbidgey Sing, devolved of course upon him: I must acknowledge myself much indebted to Ally Ibraham Khaun, for the labour and trouble which attended the adjustment of accounts in themfelves so intricate, and for the readiness with which he has at all times afforded his affistance, whenever the interest of the Honourable company, or the business of Government required it. The mode in which he adjusted these accounts, was as follows:

Four mutsuddees were appointed, two by the present. Naib, and two by Babboo Duskbidgey Sing, to examine into the accounts; four mutsuddies attended the chief magistrate daily, the Connangoes of such Purgunnhas attended, as the accounts of each were investigated. The different collections of each Purgannah (after having undergone the examination of these four mutsuddies in the presence of Ally Ibrahim Khawn, assisted by the Connangoes) was determined by them, and the mutfuddies appointed by each affixed their fignatures to the amount which appeared, upon this examination, to have been collected from the country by Babboo Duskbedgey Sing. In any instance where a dispute arose, which must unavoidably have been the case, in examining and adjusting accounts so complicated as revenue accounts are, the chief magistrate accommodated the differences that arose, and refused to admit any fum as collected, which was not attested by the fignatures of each party.

I have the honour to be,
Benares, With the greatest respect,
12th Nov. 1783. Honourable Sir, and Sirs,
Your most obedient and
Humble servant,
(Signed) F. FOWKE.

Copy of a letter from William Markham, Esquire, dated Benares, 16th February, 1783.

To the Honourable Warren Hastings, Esquire, Governor General, &c. Supreme Council.

Honouralde Sir, and Sirs,

I have the honour to inclose you an account of the deductions demanded by Babboo Dusbedgey Sing, for the Fusfielli Ensielli year 1189. I should not have deserted sending it so long, but that I was prevented by Babboo Dusbedgey Sing's not being able to give me an exact account of the demand for the duties on the saltpetre from the Nabob Vizier's dominious.

For the first eight articles the Honourable Governor General, when at Benares, agreed to allow him the medium rate of the five preceding years, viz. the Mint, Adaulut, and Phousdarry, Cutuallic, Nuckhass, Dilloby, Pardaisuc, Tellassic, Khimar Khanna, and the Dustoorie Angustarry.

Your Honourable Board directed, that the Mint should be put under the direction of the Resident, his demand upon it is not exorbitant, though according to the papers which I have been able to collect respecting it, the exact

medium state is 13,410 rupees.

With respect to the Audaulut and Pharrsdarry, the amount of loss by not being continued in the Rajah's chands cannot be definitely ascertained, as both offices were conducted during Chiet Sing's and even Bulwant Sing's time, in a manner no means conformable to justice. The Courts were sometimes held at Ramnagur, the place of residence of the Rajah, and whatever presents were made on the decision of causes, were by no means regular, and cannot be ascertained but by his own Treasury accounts; by the enquiries which I have made, I do not conceive that the clear income arising from these two articles would be more than 10,000 or 12,000 rupees.

The Cutuallic was in the hands of a man whom I believe to have been fince dead, as I can get no accounts of him.—

I believe the amount to be just.

The Nuckhass is a duty taken on all horses, oxen, &c. sold in the Buzar, the amount set down is just, but Durbedgey Sing collected upon this article 235 rupees, so that

he is only entitled to 965.

The Dilloby Pardarssu was a tax collected on all travellers, people coming from the Decan to Benares, on religious purposes, &c. &c. which the Governor General forbid to be collected, as great impositions were made on the people thus coming to Benares, and I believe fully just.

Tellassore was a duty collected on every boat that passed Benares, independent of the regular duties. I believe its amount never exceeded more than 2,000 rupees yearly.

The Khimar Khanna was a duty collected on all gaming

houses, and is I believe a just demand.

The Dustoorie Angustarry did not amount to above 10 or 12 rupees, was a duty collected on rings, small, iron and pewter rings, which the people who washed at the Benares Gauts are obliged to wear.

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The demands of deductions for Govind Jut Idull Sing. and Buckhut Sing's Mulkanna, are undonbtedly just.

A village granted by the Honourable Governor General's Perwanna to Muftie Khurrim Aulla, is likewise just, as the Governor General confirmed the Sunnunds given to his family by Aurungzieb.

Lands granted to Jubrage Sing stands in the same predi-

cament, and is likewise just.

The land granted by the Governor General to the Chu-

nar Fackhur-The amount just.

The duty on the stones granted by the Governor General to the Commanding Officer at Chunar Ghur, was given for the following reasons; to prevent the disputes which often happen between the Rajah and the Commanding officer; and as the stones were cut close to the fort, within the limits of his command, the Governor General judged any perquifite arifing from them to appertain more properly to him than to the Rajah; as the point was not fettled before the fignature of the Pattah and Caboliat, the Rajah demanded a deduction.

The 4,000 cubits, mentioned at 4,347 rupees, is the land which the Governor General directed to be measured out, and given out to the Commanding Officer, as being

within gun shot of his fort.

Your Honourable Board directed me, in a letter of July 1781, to pass the salt petre, which came from the Nabob's country, free of duties, his demand on this account is about 2,000 rupees less than it ought to be; the loss which accrued on the establishment of the permit through the Zemindary, he has rated very high, and is the most exceptionable part of his demand.—A loss, a heavy loss, was certainly occasioned, partly from goods being sent a different route by the merchants, partly from the deductions of the khair, which he was obliged to allow to his Aumils, and from the collections of the permit not being equal to that deduction.

Particulars of deductions claimed by Babboo Jagger Deo Sing, as granted to Babboo Durkbedgy Sing last year, as by a letter from the late Resident, dated 16th February, 1783, a copy of which is inclosed.

Mint - Adawlut and Pho	ouldar	rv -		-		13,410 — —
Cutually · Nuckhafs	-	· •	-,		•	1,200 —
Delly Paisduissey	-	•	-		•	1,740
Tellashry Khimar Khanna	•	•	•	•	•	2,000 — —
						Dustoar

Papers relating to Charge III. Parts 4	and 5, 26y.
Dustoar Angoosterry Govind Jut's Mkhamia Cidal Sing's Malkhamia Boggat Sing's ditto A village granted to Khurrum Ullah Ditto to Jubrag Sing To the Chunnar Fakeirs Fourthousand cubits round the fort of Chunn Loss on the permit Salt petre passed this year on account of the Honourable Company	91,000
Francis Fowke in Account with the Honour	able Company.
Dr. Sept. 24, 1783. To balance remaining in my hands, as per account transmitted of this day date	2,57,520 — <del>7</del>
To cash received from Babboo Jagger Dio Sing, in part payment on account of Rajah Myepnarain's 12 kists, due for Bhadoon  Benares Sicca rupees	4,87,249 13 3
Benares, 12th November, 1783.	7777777 -3 -0
Cr. Oct. 1, 1783. By cash paid Nabob Suadant Ally Kawn, his allowance for the month of September, 1783.  and Sci 25,000 — — Ded. Batta 5 P. C. 1,247 — 6	23,752 15 6
By ditto paid Rhanas Sing his allowance for the month of September, 1783, at per order of the Honourable Gover- nor General	200 ←
2. By ditto paid the allowance to the Adaulet, as fettled by the Hon. Governor General, for the month of September, 1783.  By ditto paid the family of the late Cossim Ally Kawn, as per order of the Honourable Governor General, for the	8,136 — —
month of September, 1783.	3. By

parain's 12 kists, due for Bhadaun

4,87,249 1,3 By

```
Papers relating to Carge III. Parts 4 and C. 260
 By amount remission, as per account par-
   ticulars enclosed
                                          2,00,213 11 3
 By amount Wossillauts, due from Babboo
   Auskbedgey Sing, the late Naib, as per
   account particulars fettled by the Chief
   Magistrate Ally Ibraham Kawn -
                                          1,22,536 7 6
                   Benares Sicca rupees 8,10,000 ---
   Errors excepted.
                (Signed)
                               F. FOWKE, Refident.
   The Board cannot agree to allow the present Naib any
increase on the deductions which were allowed to the late
Naib Durbeetzy Sing.
   Ordered, That an account of these deductions, and an
account between the Company and Durbeetzy Sing, be
laid before the Board by the Secretary at the next meeting.
Durbeetzy Sing not having yet complied with the directions fent to him some time since by the Governor Ge-
neral, to repair immediately to Benares; ordered, that the
same be repeated.
 Extract of Bengal Secret Consultations, the 18th Feb. 1784.
   THE Secretary, in conformity to the Board's orders of
the 3d instant, now lays before them an account between
the Company and Durbeebyy Sing, late Naib of Benares.
and an account of the deductions to be allowed to the pre-
fent Naib Jaggerdeo Sing, grounded on those granted to
Durbeebyy Sing.
Baboo Durbeebyy Sing in Account with the Honourable
                     Company, Dr.
To amount of Wushlaut due from him, as
  fettled by the Chief Magistrate, Ally
  Ibraham Cawn, on account of 1190
                                         1,22,536 7 6
To difference of account between the de-
 - ductions claimed by, and those allowed
  to him for 118g
                                         1,45,082
                       Benares S. rupees 2,67,618 10 6
 Fort William,
                                Cr. \
                  By balance, Be. S. Ru. 2,67,618 10 6
17th Feb. 1784.
```

(Signed) E. HAY, Sec.

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Deductions to be allowed to Jaggudeo Sing, founded on those allowed to the late Naib Doorbeebyy Sing.

ARTICL	ES,	1	lmount allowed.
Mint Adaulet and Phousdary Kutivalli Nuckhass Tellashy Khemah Khamah Dustoor Augusteny Govind Jeit's Malkama Idol Sing ditto Beggul Sing ditto Duties for falt petre fi Vizier's dominions	rom the	Nabob	13,410 — — 10,000 — — 12,000 — — 1,200 — — 2,000 — — 880 — — 37,500 — — 8,000 — — 11,000 — —
		Rupees	1,12,512

N. B. The Resident at Benares was directed, on the 27th December, to allow a deduction of rupees 2,822. 13. 1 to Baboo Durbeebyy Sing, on account of some villages granted to Mustu Khinium Ullah and Jubrage Sing, provided the Governor General's name appeared on the original sunnuds, and not otherwise. If this appears to be so, the amount deduction to be allowed will be rupees 1,15,334. 13. 1.

Agreed, That the foregoing accounts be transmitted to the Resident at Benares, with the following letter.

Mr. Francis Fowke, Resident at Benares.

We have received your letter of the 12th November,

and the papers enclosed in it.

We cannot allow the deductions claimed by Baboo Juggerdeo Sing, but we agree to allow him the same as were granted to Babboo Durbeebyy Sing, agreeably to the account herewith transmitted.

The account between the Company and Durheebyy Sing, appears to us to be as stated in the enclosed paper. We defire that you will make a peremptory claim of the balance due from him, as therein mentioned, or if that statement should not be perfectly accurate, of such sum as we are entitled to demand.

Fort William, Secret We are, &c. Department, 18th Feb. 1784.

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Extract of Bengal Secret Confultations, the 24th February, 1784.

READ the following letter from the Resident at Benares:

Honourable Sir, and Sirs,

I have received the honour of your commands of the 27th of last December: on Durkbidzy Sing's arrival at Benares I shall immediately make a claim upon him for the sum of Sicca rupees 1,42,259. 5. 11, the Governor General's fignature being actually affixed to the original funnuds of Mufti Kurrum Oulah and Joberaje Sing .- I have demanded of the Naib, and brought to the Honourable Company's credit in the accompanying account, the difference of the amount of deductions recommended in the late Resident's letter of the 17th of February, and those which your Honourable Board has been pleased to allow. -To these I have added the sum of 235 rupees, which was collected on account of Nuckhals in the year 1180, no part of which was collected in the enfuing year. Having repeatedly demanded of the Rajah the amount of the fee for his funnuds, without receiving payment of any part of it from him, I shall immediately make him accountable for the amount of it from his Jaghire, and pay it to Mr. Hay and Mr. Colebrooke.

I have the honour to enclose you an account of the receipts and disbursements at this Treasury, from the 27th December, 1783, to the 31st January, 1784, by which you will perceive that the balance remaining in my hands is Benares Sicca rupees 2,06,488. 3. 7, and that Baboo Jagger Dio Sing has liquidated Rajah Myhipnarain's 2d

kist for Khautick.

I beg leave to observe, that I had written to Mr. Watel, informing him that the balance of the above account would be delivered to his order; and that I have fince paid to him the sum of Benares Sicca rupees 1,95,127.—

11, I have further discharged the balance of your draft upon me in favour of Gopaul Dos, for 2,00,000, with an advance of 10 per cent. Hoondian, both which sums will appear in my accounts of the month of February.

Benares, I have the honour to be, 10th Feb. 1784. Honourable Sir, and Sirs, Your most obedient. Humble fervant,

(Signed) F. FOWKE, Refident.

Honourable Sir, and Sirs, Enclosed I have the honour to transmit the award of Ally Ibraham Khan, Chief Magistrate of Benares, agreebly to your orders of the 27th of last December.

Benares, I have the honour to be, &c. &c. &c. 12th February, 1784. (Signed) F. FOWKE.

Refident.

An account of the Washlauts of the districts of Sircar Renares, Chunar, Gauzipore, and Joncpore, collected by Baboo Durkbidzy Sing, the Naib for the Fusfelly year 1190, from the beginning of the month Assin, or 4th Shawal, to various dates of the above year, agreeably to the request of Baboo Jagger Deo Sing, and the Ekraur Nanna of Baboo Durkbidzy Sing, to abide firmly by the decision of Ally Ibraham Kham Bahadur, Chief Magistrate of the city of Benares, for the amount of the above Wassilauts, on account of the above-mentioned Fusfelly year 1190, and conformably to the direction of Mr. William Markham, and Mr. Francis Fowke, and Mr. John Benn; and in the adjustment of the above accounts the late Zemindars, Canongoes, Aumils, and those now employed, and the officers of the present Naib Baboo Jaggerdio Sing, and the officers of the late Naib Rajah Myepnarain Baboo Durkbidzy Sing, have been confronted, before Ally Ibraham Khan Bahauder, Chief Justice of Benares, in his Adawlet; settled and decided the 4th November, 1783, or 8th Tehidge 1198, with the exception of the farm of Dorfunny Sing, who has fled, the account of which is given separately. has been affixed to this account with the confent of Summet Sing and Amraw Sing, the Muttessuddies of Baboo Durkledzy Sing, and Khob Chund, the Mutteffuddy of Baboo Jaggerdio Sing.

# Tassil by Rajah Myepnarain.

By his agent Gurroobocose, of Pergunnah			
Beallsey	4,401	5	6
Ditto Dollipfing, ditto ditto Khol Aslah	5,767	2	0
Ditto Diaram, of ditto Khaunpore -	1,297		
Ditto Huslaul Sing, of ditto Mungrah	16,223	13	g.
Ditto Dollip Sing, of Taaluck Khoondey	233	4	0
In all —	27,922	13	3

# Tall by Surrupzet Sing.

Of Purgunnah Coppackit, Sircar Gauzipore 3, Ditto Khawred, of ditto Jonepore - 4,

3,138,10 6 4,940 12 9 Ditto

Papers relating to Charge III. Parts 4	and 5.	` 2	73
Ditto Seckunderpore, ditto Gauzipore #	2,223	6	0
Ditto Bulliah, — ditto ditto — Ditto Lucknessur ditto ditto —	2,090	13	3
Ditto Lucknessur ditto ditto -	19	12	ó
Ditto Taaluck, of Pergunt Packhouter, ditto	250	11	9
In all —	12,664	2	3
Tassil by Bullomdoss.			
Of Pergunnah Johurabad, &c. Sirear Gau-			
zepore -	4,994	5	3
Of Havelly Gauzipore $\begin{cases} 600 & 0 \\ 2,840 & 8 \end{cases}$		-	Ī
(2,840 8 3		0	
Service of the servic	3,440	٥	3
In all —	8,434	13	6
Tassil by Tackooroy Rhano Sin	σ.		
	_		_
Of Taaluck Sorhome, Havilly Gausepore	691		3
Taffil by Nimma Sing.			
Of Taaluck Muzapore, Purgunnah Bheflev	125	0	9
Of Taaluck Muzapore, Purgunnah Bhesley Ditto ditto Juckney, ditto Khauswar	3,645	15	6
In all -	3,770	15	6
Taffil by Rhanney Gollaub Koonv	var.		
Of Manray Inmittable of Havelly Innerers	706	^	_
Of Mouray Jomittah, of Havelly Jonepore Of Sayer Ramnagore	2.236	11	ă
			-
In all —	-		_
Observed, that 196 Rs. of Mouray Jomit mut Sing and Omraw Sing, that it is not in Nizamut, as the same was purchased by Clazdulla Khan, Do. of Rs. 3,236. 11. 9, of nagore, which is also not included in the same having been inhabited by Cheyt Sing.	ncluded i heyt Sin Sayer I	n th g, c Ran	ie of i-
Taifil by Purvoonarine.			
Of Purgunnah Mahaatch, Sircar Chunar	4,324	ĮI	3
Observed, by Summut Sing and Omraw Sing, that the above is the Jagheer of Baboo Durkbidzy Sing.			_

You, I. Taffil

2	7	4	
_	1.	Ŧ	

Taffil Nondun Sing.

Of Purgunnah								
Chunar	Mungr	haur,	of	Sircar	•	873	2 (	<b>5</b>
Observed, by Sing, that the ab Nizamut, bein Bullwant Sing.	ove is n	ot inc	ludeo	l in the	;	,,		
7	Tassil by	Simb	oo R	utton.				
Of Taaluck Los	_		-	•		101	0	0
Tai	al by Bh	aunfe	y Ta	ckoora	in.			
Of Purgunnah B						1,220	11	Q
Taffil by Agahm	undy, of	Saver	Gau	zipore	{	10,040	II	6
	,				Į.	621	15	0
						10,663	10	6
Tafl	lil by Lal	la Ch	ampa	aut Ro	y. <sup>-</sup>			
Of Sayer Benar		_		7		9,592	10	6
Of Mohaul Ama	anaut		-	•	•	2,200		
					•	11,792	10	6
	Taffil b	v Dui	bar	Sing.				
		,						
Of Saver Merza	pore	_		- '		12,359	12	6
Of Sayer Merza		- Meer	· R 111	molhy		12,359	12	6
	rassil by	- Meer	Rur	molhy	•			
-	Taffil by	,	•	•	•		12	
Of Mouly Murl	Taffil by hampore Taffil b	y Byr	- oona	ut.				
	Taffil by hampore Taffil b	y Byr	- oona	ut.		38		0
Of Mouly Murl	Taffil by hampore Taffil b	y Byr Pergu	- roona innal	ut. a Cuthi		38	0	0
Of Mouly Murl	Taffil by hampore Taffil b nwar, of	y Byr Pergu Lerpva	coona innal Che	ut. Cuthi	ır	38	0	0
Of Mouley Ban T Of Pergunnah R	Taffil by hampore Taffil benwar, of laffil by I haloopor	y Byr Pergu Lerpva e, of C	coona innal Che Circai	ut. Cuthi oudry.	ır	38	0	0
Of Mouley Ban T Of Pergunnah R	Taffil by hampore Taffil benwar, of affil by I haloopor	y Byr Pergu Lerpva e, of C	coona innal Che Circai	ut. Cuthi oudry. Chuna ing.	ır	38	0	0
Of Mouly Murl Of Moulay Ban T Of Pergunnah R Of Pergunnah C	Taffil by hampore Taffil benwar, of affil by I haloopor Taffil by Zawntitt,	y Byr Pergu Lerpva e, of C Omr of Sir	coona innal Che Circai aw S	ut. Cuthi oudry. Chuna ing. Carhau	ır	38 20 1,505	0	o o 6
Of Mouley Ban T Of Pergunnah R Of Pergunnah C	Taffil by hampore Taffil by nwar, of faffil by I haloopor Taffil by Cawntitt,	y Byr Pergu Lerpva e, of C Omr of Sir	coona innal Che Circai aw S car 7	nut.  Cuthing  Chung  ing.  Carhau  ing.	ır nr	38 20 1,505	0	o o 6
Of Mouly Murl Of Moulay Ban T Of Pergunnah R Of Pergunnah C	Taffil by hampore Taffil by nwar, of faffil by I haloopor Taffil by Cawntitt,	y Byr Pergu Lerpva e, of C Omr of Sir	coona innal Che Circai aw S car 7	nut.  Cuthing  Chung  ing.  Carhau  ing.	ır nr	38 20 1,505	0 0 4	0 0 6
Of Mouly Murl Of Moulay Ban T Of Pergunnah R Of Pergunnah C T Of Rergunnah C pore	Taffil by hampore Taffil by nwar, of faffil by I haloopor Taffil by Cawntitt,	y Byr Pergu Eerpva e, of C Omr of Sin Goma at, of	coona innal Che Circar aw S ccar 7 un S	out.  Cuthurdry. Chuna ing. Carhau ing. ur Jone	ır nr	38 20 1,505 11,309	0 0 4	0 0 6
Of Mouly Murl Of Moulay Ban T Of Pergunnah R Of Pergunnah C T Of Rergunnah C pore	Taffil by hampore Taffil b nwar, of affil by I haloopor Taffil by Cawntitt, Taffil by Cahurwarr affil by Caffil by C	y Byr Pergu Eerpva e, of C Omr of Sin Goma at, of	coona innal Che Circar aw S ccar 7 un S	out.  Cuthurdry. Chuna ing. Carhau ing. ur Jone	ır nr	38 20 1,505 11,309	0 0 4	0 0 6

Papers relating to Charge III. Parts 4 a	ind's.	·2	275
Tassil by Omraw Sing. Of Taaluuck Mahjowah, of Pug. Kusswar	3,249	3	3
Taffils by Ramdial Sing and Hurrier Of Taaluck Cheteypore Haveellie, Sircar Benares	Sing.	3	3
Tassil by Behauder Sing.		•	
Of Taaluck Jalloopore, Pergunnah Havel- ley Shcopore	t,308	5	6
Tassil Dunsing and Jaundah Tackoor	•		
Of Pergunnah Murhay Ahoo, Sircar Jonc- pore	19,956	3	9
Taffil by Joyjil Sing.  Of Taabuck Muzwhowah of Pergunnah Kufwar	1,109	15	9
Tassil by Bahauder Sing.			
Of Purgunnah Mahwechee and Mohowarry, of Circar Chunar	2,058	. 3	6
Taffil by Dyaram.			
Of Pergunnah Sattefsghur	475	13.	6
Taffil Munhur Sing.			
Of Pergunnah Kundah, Sircar Gauzipore	1,138	12	ô
Taffil Mungull Sing.	- 0		
Of Taaluck Bohinfah Diorahim	541	12	ò
Taffil by Tonraun Sing.	-		
Of Taaluck Nodiah, of Pergunnah Murhay Ahoo, Sircar Jonepore	6,165	12	3
Taffil by Tackooroy Hannoo Sing.			
Of Pergunnah Ghurhay and Dimmay, of Sircar Gauzipore	238	0	0
Taffil by Tackooroy Omraw Sing.			
Of Pergunnah Nurween, Sircar Chunar	2,310	14	0
Tassil by Pulevan Sing.			
Of Pergunnah Muzwar, Sircar Chunar	842	8	9
T z	}	Γaf	61

# 276 Papers relating to Charge III. Parts 4 and 5.

Tassil by Mungul Sing.  Of Mousay Moordey, &c. Pergunnals
Kaunra Put 179 20
Taffil by Shake Mahomed Ekram.
Of Pergunnah Shadiabad, Sircar Jonepore 3,558 10 3
Tassil by Permanund.  Of Mausay Khemrandy, Sircar Boohy - 160 6 •
Tassil by Zhit and Merwan.
Of Mohaul Chunabuny 1,873 00
Taffil by Sheobocole Sing.
Of Mausay Bhurkey, &c. Pergunnah Kherra Rut, Sircar Jonepore 635 14 9
Tassil by Nessarally Khan.
Of Ommudpore, Pergunnah Havilly Jone-
Tassil by Futtaywullah Beg.
Of Ramroypore, Pergunnah Havelly Chu- nar - 40 0 0
Tassil by Husnut Sing and Resaut Sing.  Of Mousa Bella, &c. Pergunnah Cutaghur  75 1 3
Taffil by Rammonoraut.
Of Dayaut, Pergunnah Kuswar - 225 5 6
Tassil by Dawlut Sing.
Of Mausa Suttampore, Pergunnah Havelley Joncpore - 182 4 9
Rupees 1,67,842 — 3
Particulars of the above.
••
Sicca rupees — 1,41,051 7 3 Terfully and Pergunnah 26,790 9 0 1,67,842 0 3
Taffil of Maul.
Terfulby and Hurlannah 26,168 10 0
1,29,323 9 3
Tami

Tassil of Sayer.

Sicca rupees — 37,896 8 0
Terfulhy — 621 15 0

1,67,842 0 3

Summut Sing and Omraw Sing, Muttussedies of Baboo Durkbidzy Sing, and Koobehund, Muttussedy of Baboo Jaggerdio Sing, objected to put their signature on the following particulars—Taaluck Gopallapore, Tassi by Burwant Cawl, Aumil of Baboo Durkbidzy Sing, as pr. Wassilaut, stated by Bridjoo Bassey Cawl, an Aumeen by Mr. Markham Sa. Rs.

4,314 11 0

Tassil by Durriaw Sing, Aumil of Baboo Durkbidzy Sing claimed by Durriaw Sing, as an assignment in payment of his wages; the Muttissudies of Durkebidzy Sing call upon Durriaw Sing to produce the sunnuds signed by Baboo Durkibidzy Sing, which he has not yet done, viz.

Deyhaut of Pergunnah Murhay
a Hoo — — 344 5 9
Mausay Barhoyn, of Pergunnah Cuttagher — 359 6 6

Sa. Rs. — 5,018 7 3

Total of the above two fums must be accounted for by Baboo Durkbidzy Sing, as follows:

Rupees 1,67,842 0 3 Ditto 5,018 7 3 Rupees 1,72,860 7 6

Particulars of Wassilaut of Sacrupnoo Pissarah, &c. which were formerly sent to Mr. Francis Fowke in three different papers; viz.

 Sàcrupnoq Pissarah
 — 4,818 12 q

 Pergunnah Bhogwat
 — 1,220 11 q

 Do. Aurora
 — 4,052 8 q

 Do. Tattrah
 — 1,463 0 0

 Taahuk Gapaulpore
 — 955 1 6

 T 4
 Dedud

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Deduct Wassilaut.
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Of Purgunnah Brogwat, as per Wassilaut, brought to account in Durkbidzjy Sing's Wassilaut, amounting to 1,220 II Q Of Purgunnah Tolliah, Tassil by Oakun Sing. Aumil of Baboo Jagger Dio Sing, which Jag-

ger Deo Sing is to account for 1,463 0 0

2,683 11 9

9,826 7 0

Paid into the hands of Sauker Pundit, as per account transmitted by him, in which this amount is stated as paid by Daissuny Sing, and carried to account of the Honourable Company, as follows:

Of Purgunnah Sanymoo Peffarah '---Of do. Aurora

3,000 0 0 1,999 8 0

Balance

Of Taaluck Go-500.00 paulpore -

5,499 4,326 15 0

Particulars of the above Balance.

Of Purgunnah Sainymoo Pesfarah - -Of do. Aurora

1,818 12 9 2,053 0 9

Of Taluck Gopaulpore

455 4,326 15 0

The Mutsuddies of Baboo Durktidzy Sing obferve, that Daissunny Sing was employed by Taggu Deo Sing as his own Agent after the difmittion of Baboo Durktidzy Sing, and that he fent Daissanny Sing to collect the Purgunnah of Sairymoo Passarah, that after this Daissanny Sing, being the servant of Baboo Taggu Deo Sing, attimded; it also appears, from the accounts of Sunher Pundit, that Daissunny Sing paid the Collectors of the above Pergunnah down to the 24th of Mohunum, 1190 Fusfully, and Baboo Durktidzy Sing continued in office no longer than 6 Zehidge of the fame year. The Mutsuddies of Baboo Durktidzey Sing further fay, that if Baboo Taggu Deo Sing will produce Daissunny Sing, and deliver him to them, they will agree to pay whatever Wassilaut may be proved against him. In this case it depends upon Baboo Taggu Deo Sing to produce Daiffunny Sing, and deliver him to the Officers of Baboo Durktidzy Sing, and it is incumbent on the Officers of Baboo Durktidzy Sing to pay to Baboo Taggu Deo Sing whatever amount of Wassilauts is proved to have been collected by Daissanny Sing.

Particulars of the Washlaut of Baboo
Durktidzy Sing, of the year 1190
of Fusfully, being Rups. - - 1,72,860 7 6
Deduct, paid by Baboo Durktidzy Sing,
in the hands of Sunker Pundit, which
was known by his Mutsuddies - 50,324 0 0

Balance, Rups. 1,22,536 7 6

Extract of Bengal Secret Consultations, the 9th March, 1784.

READ the following letters from the Resident at Benares:

Honourable Sir, and Sirs,

In obedience to your orders, fignified to me by a letter under date the 3d of this month, I have forwarded bills of exchange to the amount of four lacks of Ettiah rupees, to Colonel Charles Morgan, for the use of his detachment,

The receipts of my treasury had been anticipated before the arrival of this order, I was therefore under the necessity of availing myself of the licence granted me of taking these bills as a loan; and have given a written engagement to Passaub Doss Saw and Salah Cashmery Mull (the Merchants who furnished them) to pay the amount, with such interest as might be due thereon, out of the first assets in

T.4

my possession, as soon as all prior claims should be satisfied.

I have the honour to be, &c.
Benares, (Signed) F. FOWKE,

23d February, 1784.

Honourable Sir, and Sirs,

I have the honour to enclose you an account of the receipts and disbursements at this treasury, from 31st January to 20th February, 1784, by which you will perceive that the balance remaining in my hands, is Benares Sicca rupees, 4,346. 11. 1, and that Baboo Jagger Deo Sing has liquidated Rajah Myepnarain's 3d kist for Augun.

Benares, I have the honour to be, &c. 24th Feb. 1784. (Signed) F. FOWKE, Refi.

The Secretary informs the Board, that the account inclosed in the foregoing letter has been sent to the Accountant General.

READ the following letter from the Resident at Bear

Honourable Sir, and Sirs,

I have the honour to enclose you an account of the receipts and disbursements at this Treasury, from 20th February to 21st March, 1784, by which you will perceive, that the balance remaining in my hands is Benares Sicca rupees 8,523. 15. 9. and that Babboo Jaggerdio Sing has liquidated Rajah Myipnaraim's 4th kist for Poose, and 5th kist for Maug.

I also have the honour to enclose a bill drawn by Major W. Sands on Mr. Charles Crostes, Sub-Treasurer, payable to your order, for Sicca rupees 50,000, dated Benares,

14th March, 1784.

I have the honour to be, &c. &c. &c.

Benares, (Signed) F. FOWKE,

21st March, 1784. Refident.

The Secretary acquaints the Board, that the accounts mentioned in Mr. Fowke's letter have been fent to the Accomptant General, and that the bill therein mentioned was transmitted to the Sub-Treasurer.

Extract of Bengal Secret Consultations, the 11th May, 1784.

READ the following letter from the Refident at Benares.

Honourable Sir and Sirs,

I have the honour to enclose you an account of the receipts and disbursements at this Treasury, from 21st March to 21st April, 1784, by which you will perceive, that the balance remaining in my hands is Benares Sicca rupees 4,096. 10. 2; and that Babboo Jaggerdio Sing has liquidated Rajah Myipnaraim's 6th kist for Faugun.

I have the honour to be, &c.

Benares, 22d April, 1784. (Signed) F. FOWKE, Refid

The Secretary begs leave to acquaint the Board, that the account inclosed in the foregoing letter was transmitted on the 3d instant to the Accountant General.

Extract of Bengal Secret Confultations, the 20th May, 1784.

THE following minute having been delivered by Mr. Wheler, and Mr. Wheler not being yet sufficiently recovered from his indisposition to attend the Board in the Council Chamber, the Members are met in his house, to consider the minute which he has laid before them.

Mr. Wheler. May 19th, 1784.

As the letters received by the Board from the Governor General, fince I have been prevented by illness from attending the meetings of it, comprehend several subjects of great importance, and, in my opinion, such as require our immediate decision and seply, I have desired the Secretary to attend me with them, to receive my sentiments on such points as appeared to me most particularly deserving of my attention, that business of such consequence may not be delayed till I am sufficiently recovered to affist you person-

ally in your deliberations.

His letter of the 2d April, giving a description of the present state of the Zemindariy of Benares, contains matter of a very important as well as disagreeable Those districts are represented by the Governor General not only to have suffered in an extreme degree from the drought of the last season, but he adds, that this natural calamity has been rendered more grievous and more dreadful in its effects, by the mismanagement and oppressions of the present Naib. The Governor General points out also, in this letter, many defects in the plan of government established for the regulation of that country, and recommends a new system of official controul; adding, that, if " we think it proper to entrust him with powers for this purpose, he will cheerfully undertake the re-" formation of the country, and will be answerable for its " effects."

I regret that the Governor General has not communicated to us the plan by which he intended to accomplish the reformation of the Zemindary of Benares, because the

subject would have been then completely before us, and our resolutions on it might have been instant as he wished; and I now propose that the Governor General should be requested to lay before us the whole of his intended plan in respect to Benares, on receiving which we shall determine sinally on his letter; and if he shall conceive that bad confequences to the Company, or a failure of Revenue, might ensue from this delay in our resolution, that we give our sanction to the Governor General for the dismission of the present Naib, and for the appointment of any person who is at present an inhabitant of the country of Benares, whose qualifications are suited to the charge, who is known and respected by the people, and whose trust shall be exclusively confined to the management of the Zemindary, to succeed to the office now held by Jagger Deo Sing.

Read again the Governor General's letter, dated the 2d April, and entered in confultation the 20th April, in re-

spect to the Zemindarry of Benares.

Read again Mr. Wheler's proposition on the foregoing subject, viz. "That the Governor General be requested to lay before us the whole of his intended plan, in respect to Benares, on receiving which we shall determine finally on his letter; and if he shall conceive that bad consequences to the Company, or a failure of Revenue, might ensue from this delay in our resolution, that we give our fanction to the Governor General for the dismission of the present Naib, and for the appointment of any person who is at present an inhabitant of the country of Benares, whose qualifications are suited to the charge, who is known and respected by the people, and whose trust shall be exclusively confined to the management of the Zemindarry, to succeed to the office now held by Jugger Deo Sing."

# Extract of Bengal Secret Consultations, 8th June, 1784.

READ the following letter from the Honourable the Governor General.

Gentlemen,

In a very long letter, dated the 2d April, I represented to you the distressed state of the province of Benares, and the misconduct of the Naib, and the necessity of applying some early measures to prevent what I apprehended would be the consequence of his continuance, and the want of a due system of controul. I have not yet been savoured with your answer, and suspect that my disappointment in this instance may have arisen from your disapproval of the offer which I made of my services for the establishment of a system for the administration of that province, and perhaps

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an unwillingness to give my proposal a direct and unpleasant refusal.

To me personally, provided an adequate system is established, it is of little consequence through whom it is essected: But to our employers, and the inhabitants of an extensive territory under our Government, it is of great consequence that some better system should be established, and in this the credit of our Administration in general is deeply concerned, independent of the motives which we must possess in common.—For my part I have had the sensible mortification of being an eye witness of evils which I could not redress; and I have seen the hopes of a suffering people raised by the approach of the superior Member of your Administration, whilst I selt that instead of being able to afford them relief, I could only send them away with disappointment.

It is my duty to represent to you again, that some changes ought to be made, and speedily; that the present Naih must be removed, and a system of some controul placed over whomever it may be determined to substitute in his stead, or some entire new mode of superintendance established; or that the loss of the revenue, and disaffection of the people, will be the infallible consequence of the pre-

fent Administration being suffered to remain.

If you shall think it improper, for whatever reason, to confide this temporary charge to me, I must still recommend and intreat, that you will take the subject into your consideration, and apply such measures as your judgment may suggest for the security of the dominion and revenue

of the province.

I am forry that the temper and current of the times compel me to obviate a conclusion which might be made one ground of objection, by declaring that I have not the most distant idea of removing Mr. Fowke, of diminishing his influence, or of rendering his fituation less eligible, by any plan which I may have in contemplation. If I have furnished an argument against my own proposal, by not de-scribing the minute detail of it, I must beg leave to observe that much of this must be formed on the instant of execution, and will depend on circumstances arising out of it; and that until I have some encouragement to expect that the general plan, so far as I have determined it in my own breast, will be adopted, I do not know that I have a right to commit deserving men, who may be either named or too plainly indicated by it, to the effects of private vengeancefrom those whose interests would be affected by the projected change, in case it should not take place.

Lucknow, I have the honour to be, &c. 23d May, 1784. (Signed) WARREN HASTINGS.

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Agreed, That the subject of the foregoing letter do lie for consideration until the Board shall receive the Governor General's reply to the letter addressed to him on the 20th of last month.

Read letter, as follows, from the Resident at Benares.

Honourable Sir, and Sirs,

I have the honour to enclose you an account of the receipts and disbursements at this Treasury, from 11th to 27th May, 1784, by which you will perceive that the balance remaining in my hands is Benares Sicca rupees 28,795. 9. 3, and that Baboo Jagger Deo Sing has liquidated Rajah Mahipnarain's 8th kist for Bysack.

I also have the honour to enclose three bills of exchange drawn in your favour, for Calcutta Sicca rupees 1,95,000,

as per invoice enclosed, dated 26th May, 1784.

Benares, I have the honour to be, &c. 27th May, 1784. (Signed) F. FOWKE, Resdt.

The Secretary acquaints the Board, that the account enclosed in the foregoing letter was sent to the Accountant General on the 4th instant, and that the invoice and bills of exchange were transmitted on the same day to the Sub-Treasurer.

Extract of Bengal Secret Consultations, 30th June, 1784.

READ letter, as follows, from the Honourable the Governor General.

Gentlemen, Lucknow, 13th June, 1784. In one of the letters which I had the honour to receive from you, both dated 20th ultimo, you are pleased to write, in reply to mine of the 2d, concerning the Zemindary of Benares, that " you shall be happy to be made acquainted with my intended plan for the reformation of the country," and that " you shall readily adopt any checks which I may think likely to be effectual for securing the happiness of the people, and the equal collection and regular payment of the revenue, without encroaching upon the rights which have been established to the Rajah by the agreement which I made with him in 1781"

I have already observed to you, that it was impossible for me to form a plan so complete and absolute, but that it would necessarily require some alteration at the time of its execution; and I also assigned such reasons as, I doubt not, will have satisfied you of the propriety of my reserving the communication of the plan which I might have to recommend, 'till I had the encouragement of some assurance

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from you that it would be favourably received.—I conceive that the last-recited paragraph of your letter conveys to me such an assurance; and upon the strength of it I now write, as I should have written upon the instant receipt of it, if I could have found leisure for it, to offer you the plan which you require: And I request that you will not ascribe it to impatience, that I urge your speedy answer to it, for the reasons which I have already stated, and my own special use in the allotment of the time of my return.

I believe you will find the plan strictly conformable to the engagements under which the Zemindary is held by the present Rajah. If more is meant by the relative fituation of your Government to Benares, perhaps you may allude to the distance at which the management of the province in detail has been hitherto kept from the knowledge of the Board, which, fatisfied with receiving the amount of its stipulated rent, has seldom thought proper to interfere in its internal Administration. In this construction also I have endeavoured to conform to your instructions, the checks which I have proposed being not so much intended for the security of the Company's rent, as the faithful administration of the charge held by the representative of the Rajah, to whom we owe that attention, while we preclude him from the direct management, and authorize an intermediate agency for his behalf. Whenever he shall be qualified to execute that charge for himself, and fulfil his engagements with the Company, I presume that the Board will leave him in the entire and uncontrouled management. but this privilege cannot extend of right to those appointed under him by any other authority than his own.

I beg leave to remind you, Gentlemen, that one of the evils which I enumerated as resulting from the present administration of the province was, that the rights of the Rajah of Benares, and of course the faith of our Government, which was pledged for their observance, had been atterly disregarded. You will therefore readily be affured, that I shall not "encroach," or propose any thing which will have such a tendency, on the "rights which have been established to him by the agreement made with him in

66 1781."

I now submit the plan to your consideration—It is this, rst. That the Rajah be appointed and declared the principal in all official acts of the Zemindarry; that he shall sit as often as he shall choose it in the Cutcherry; that on such occasions all accounts and reports, and other official business, shall receive his inspection, and his name, seal, and signature shall be used for the authentication of all orders and instruments to which, by the custom of his predecessors, they were used to be affixed: But he is neither to conduct

conduct the business himself, nor interfere in it, further than may be necessary for his instruction, nor resuse or delay his authentication of such papers as shall be presented to him.

adly. That Baboo Ajaib Sing, the brother of Ranny Galaub Cooer, the widow of Rajah Bulwant Sing, be appointed the Naib or Deputy of the Rajah, with the intire management and administration of the Zemindary; and his approbation in the official forms, *Munzoor*, shall be added to all instruments to which the Rajah's fignature is affixed.

3dly. That Ally Ibrahim Cawn be appointed Aumeen or Inspector, to assist the Naib with his advice respecting the formation of the settlement, the new appointment of Aumils or officers of the collections, and other important measures relative to the Zemindary, which the Naib shall duly report to him for that purpose, and shall transmit to the Naib the complaints which shall be referred to him by the Canongoes in the manner specified in the following article.—In all the instances premised the Aumeen is only to advise, but is not to command. The decision is to rest solely with the Naib, who in the cases of complaints shall cause an enquiry to be made into them by one person appointed by himself on the part of the Rajah, and another by the Aumeen, the judgment to rest, as has been before provided, with the Naib only.

provided, with the Naib only.

2thly. That the Canongoes of every Pergunnah, and other division where by old cumftom they have been stationed, shall have full charge of their offices; that they shall have access to all Mosusil papers, and take and keep copies of them; that they shall receive and represent complaints from the ryots, and if they shall be ill-sounded, they shall endeavour to pacify the ryots, and distuade them from assembling and complaining on frivolous occasions, but if they should appear well-sounded, they shall refer them to the Aumil, and in case of the Aumil's neglect or inattention, they shall transmit the same to the Aumeen, who shall refer them for enquiry, as above, to the Naib. The Canongoes shall send abstract accounts to the Aumeen, who shall cause them to be registered, and keep them as accounts of perpetual record.

5thly, That Mr. Fowke shall receive from the Rajah and his Naib the monthly payments of the Company's revenue in Mutchildar rupees, and give receipts for each? The Rajah and his Naib shall report to him the names of such Aumils as they shall have chosen for the management of the destricts; the plan formed for the settlement of the revenue, and all other business of consequence relative to the Zemindary, but the Aumils shall receive their appointments and investiture only from the Rajah and the Naib-

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If any complaints shall be made to Mr. Fowke, he shall refer them to the Naib, and they shall be enquired into and decided in the manner mentioned in the third article. When parties of Sepoys shall be wanted for any occasion, the Rajah and his deputy shall make application to Mr. Fowke in writing, with the forms above prescribed in the first and second articles, and Mr. Fowke, if he approves of the fame, shall accordingly apply to the officer commanding either at Chunargur or Buxar, specifying the services required; and in like manner applications shall be made by the Rajah and his Naib to Mr. Fowke, for the recall of fuch parties: and for these purposes the commanding officer of Chunargur and Buxar shall be ordered to conform literally to his requisitions in the first instance, and in emergent cases the officers commanding detached parties shall receive their instructions from Mr. Fowke, and Mr. Fowke shall enter into a book, in the order of their dates, all fuch applications made to him, and all official acts done by him, in consequence, and shall transmit the same every three months to the Board.

6th. That the Rajah and his Naib shall establish a Cutcherry or Office of Treasury for the amdanny or current receipts of revenue; and Mr. Fowke and the Aumeen shall appoint a Muttasuddee jointly, or one on the part of each, who shall sit in the said Cutcherry, and keep a separate copy or copies of the accounts of the daily receipts

and disbursements.

7th. That after payment of the stipulated kists or monthly sums due to the Company, according to the fixed agreement with the Rajah, and necessary provision made for the allowances of officers, and current expences of the collections, the surplus shall be appropriated to the private expences of the Rajah, and as a fund for the extraordinary expences of the Zemindary, such as tucarry, the repairs of forts, and pools or dikes, and bridges, and other emer-

I beg leave to obviate an objection which may occur on the first view of this plan, namely, that the power given to the Aumeen is in effect none, fince he can only inspect and advise without decision, or even an authority to sufpend the execution of any measures which he may disapprove. And his office may appear to approach too near to that assigned to the Resident, so as to be at best useless, and liable to many of the ill consequences, which attend a diversity of opinion: in truth I do not propose this as a permanent arrangement—the time will not admit of it. The constitution of the superior state is yet undetermined, I will be answerable for the effect of it as a temporary expedient; for such is the opinion entertained of the wisdom

and integrity of Ally Ibrahim Cawn, that the Naib will respect his opinions, and will at least fear to commit any gross neglect or misdemeanour, with such an eye constantly regarding him. The present Naib has no check, and dares to presume upon it, even with expressions of defiance. The authority given to the Resident will add to the influence of the Aumeen, while they are on terms of mutual confidence. It is dangerous to commend Mr. Fowke, for his friends (I am fure not with his consent) have most ungenerously taken the advantage of former testimonies which I have given in his favour, to reproach me with them. This shall not induce me to with-hold the acknowledge ment of his real merits in an occasion connected with them.—I believe him to possess much gentleness of manners, and a well cultivated understanding, and therefore well fuited to bear his part in a charge affigned him, with fuch an affistant as Ally Ibrahim Cawn.

I hope that neither the present nor future administration will think of committing the inferior detail to the controul of the British subject. We have already too many English collectors in our Dewany districts. To establish them in this, would be to subvert the rights of the family, to injure the revenues, and loosen the attachment of the ryots, which

it will be ever good policy to conciliate.

with respect to the character of Ajaib Sing, the intended Naib, he is generally respected, and reputed to be well qualified for the office. He is the choice of the Rajah and the old Ranny; and in a charge of such a kind I presume, that you will allow them a right of choice, if the object of it is in other respects unexceptionable; for if the Rajah himself was capable of the management, we could not, with any shew of justice, transfer it to any other from him-

I have the honour be,
Gentlemen,
Your most obedient, and
most humble fervant,
(Signed) WARREN HASTINGS.

Extrast of Secret Letter from Bengal, dated the 5th July, 1784.

Par. 22. ON the precedings of this day [20th April] is recorded a letter from the Governor General, under date the 2d of April, in which he represented to us in strong colours the distressed fituation of the province of Benares, owing to the misconduct and oppression of the Naib Baboo Jaggur Deo Sing, whose instant removal he recommended; and the Governor General offered his services to effect a reformation of the district. As one of our Mem-

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bers was disabled at this time by sickness from assisting at our councils, we deferred the consideration of this letter,

till there should be a full meeting of the Board.

43. Mr. Wheler continuing still so much indisposed as to be unable to attend our councils, we agreed to meet this day [20th May] at his house, for the purpose of taking into confideration the feveral letters which he had lately received from the Governor General, and on which no resolutions had as yet been formed. Having accordingly taken into confideration the Governor General's letter of the 2d April, relative to the Zemindary of Benares, it was proposed by Mr. Wheler, that the Governor General should be defired to communicate to the Board his plan for the reformation of that district, and authorized, if he deemed it absolutely necessary, to dismiss the present Naib, and appoint any other inhabitant of the province to his station. On this proposition it was resolved, by the majority of the Board, to request the Governor General to communicate to us his plans, and to inform him, that we wished to avoid frequent changes in the administration of the revenues, but would adopt any checks which he thight think effectual, without encroaching on the Rajah's rights.

78. On this day [30th June] we took into confideration a letter which had been addressed to us by the Governor, under date the 13th, in which he submitted to us his plan of reform in the management of the Zemindary of Benares. We have the honour to refer you, for the perulal of it, to the enclosed copy of it, and for our fevetal opinions on it, to the enclosed extract of our proceedings on the subject. You will observe by the latter, that we resolved to authorize the Governor General to carry the plan into execution, the Governor being responsible, as he had declared himself willing, for its effect as a temporary expedient; and an exception being made to the first part of that article of it which proposed that the Rajah should not refuse or delay his authentication of such papers as should be presented to him; for we conceived that the influence of fuch a regulation might be understood, but that the regulation itself should not be particularly declared or enforced by Government.

Extract of Bengal Secret Confultations, 13th July 1784.

READ another letter, as follows, from the Honourable the Governor General.

Gentlemen, Lucknow, 27th June, 1784.

I have received a letter from Mr. Fowke, which fo Anongly points out the necessity of taking some immediate

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measures measures regarding the district of Benares, that I think it incumbent on me to submit an extract of it to your perusal. The circumstances mentioned by Mr. Fowke are strongly confirmed by all the accounts that I have lately received from that quarter. They are such as I have constantly apprehended; and they were particularly predicted in my letter of the 23d ultimo.

In my letter to Mr. Fowke, I have approved of the measures he has taken, and recommended to him to continue his endeavours for promoting the cultivation of the country. A short time will, I hope, bring me your determination, and put an end to the present uncertainty, either by carrying into execution the plan I have had the honour to submit to you, or by confirming the present Naib in his appointment.

Lucknow, I am, &c. 27th June, 1784. (Signed) WARREN HASTINGS.

## Dear Sir,

I am favoured with your letter of the 22d. I hope you will be affured that my filence of the subject of my future intentions regarding the district of Benares, has not proceeded in the smallest degree from a want of confidence in you—I will write to you when I can do it with certainty. In the mean time I have only to desire that you will continue to use your endeavours to encourage the Aumils to attend to the cultivation of their respective districts.

Lucknow, 27 June, 84. I am, &c. (Signed) WARREN HASTINGS.

Extract of Bengal General Consultations, the 13th July, 1784.

READ the following letter from the Resident at Benares:

Honourable Sir, and Sirs,

I have the honour to inclose you an account of the receipts and disbursements at this Treasury, from 27th May to 25th June 1784; by which you will perceive, that the balance remaining in my hands is Benares Sicca rupees 1,64,073. 8. 11, and that Baboo Jugger Deo Sing has siquidated Rajah Myipnarain's 9th kist for Jayet.

Benares, I have the honour to be, &c.
25th June, 1784. (Signed) F. FOWKE,
Resident.

The Secretary acquaints the Board, that the account accompanying the foregoing letter was transmitted to the Accountant General on the 4th instant,

Extract of Bengal Secret Consultations, the 27th July, 1784.

READ the following letter from the Resident at Benares.

Honourable Sir, and Sirs,

I have the honour to enclose you an account of the receipts and disbursements from this Treasury, from 25 June to 10 July 1784; by which you will perceive, that the balance remaining in my hands is B. Sa. Ra. 59,996. 1. 4, and that Babber Jagger Deo Sing has liquidated Rajah Meyhipnarain's 10 kist for Assar.

I also have the honour to enclose fix bills of exchange drawn in your favour for Ca. Sa. rupees 300,000 as per

invoice inclosed, dated this day.

Benares. I have the homour to be, &c. 10th July, 1784. (Signed) F. FOWKE, Refident.

The Secretary acquaints the Board, that the bills accompanying the foregoing letter was fent to the Sub-trea-furer, with the invoice of them, on the 20th instant, and that the account was sent to the Accomptant General.

Extract of Secret Letter from Bengal dated the 20th August, 1784.

Par. 12. THE only remaining letter from the Governor General on our proceedings of this day, [r3th July] is dated the 27th June, and conveyed to us an extract of a letter, which he had received from your Resident at Benares; which strongly pointed out the necessity of taking some immediate measures in regard to that country.

Extract of Bengal Secret Confultations, the 2d October, 1784.

THE following letter from the Resident at Benares having been received on the 10th of September, the accounts enclosed in it were immediately transmitted to the Accountant General.

Honourable Sir, and Sirs,

I have the honour to enclose you an account of the receipts and disbursements at this Treasury, from 10th July to the 16th August, 1784, by which you will perceive that the balance remaining in my hands is Benares Sicca rupees 61,037. 12. 6, and that Baboo Jagger Deo Sing has liquidated Rajah Myepnarain's 10th kist for Sawon.

Benares, I have the honour to be, &c.

1 toth August, 1784. (Signed) F. FOWKE, Resident.

Extract of Bengal Secret Consultations, 23d November, 1784.

READ the following letter, and enclosures, from the Governor General.

Gentlemen,

Some weeks before my departure from Lucknow, I issued orders to Mr. Fowke, Ally Abrahim Cawn, and Rajah Myipnarain, and Baboo Agaib Sing, to carry into exocution the plan which I had formed with your approbation for the administration of the government and revenues of this province, on my arrival therefore at this place on the 12th September, I found that the new arrangements had already taken effect, that a confiderable progress had been made in forming the Mofussil settlement, and consequently that there remained little for me to do, except to receive the Rajah's kishbundee, to confirm, by the fanction of my authority, the measures already adopted, and to give solidity to the system of administration newly established, by habituating the members of it under my own inspection to the exercise of the duties of their respective stations. But as the political negociations impending at Agrah, and the recent arrangements in the province of Oude, feemed to require my presence in this part of the country for some time longer, I was defirous of employing the intermediate period in examining more minutely the estate of this province, and enquiring into the causes which, independent of the op-pression of, its late ruler, had tended to promote either its prosperity or declension; and in proportion as I should discern circumstances having one or other of these tendencies, it was my intention to have taken measures for improving or obviating them.

In the midst of these pursuits the melancholy intelligence which I yesterday received from Calcutta imposes upon me a necessity superior to every other consideration, of immediately returning to my place at the Board, and I am obliged to bring my proceedings here to an abrupt conclusion.

I have the honour to lay before you a translation of the kishbundee, which was this day executed by Rajah Meyhip-narrain, for the amount of his annual tribute to the Company for the present Fusiuse year 1192. It corresponds with those of former years in respect to the sum total, but differs in the proportions or kish stipulated for each month. In the kishbundee which was settled with me by the Rajah, in 1781, a very heavy payment was reserved for the latter months. This was an indulgence which the Rajah presengly solicited for that year; and it was necessary at that particular time, when the country was just emerged from

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a state of universal rebellion, and when the credit and autherity of the new government were still imperfectly established, although the season for collecting the revenue was far advanced; but it was not understood, either by the Rajah or myself, that it should be extended, as it has been to subsequent years. Every one conversant in the collection of the revenues knows, that the monthly kists of the reiats or cultivations, must be regulated by the resources or the produce of the harvests, and the aggregate of their kifts must be the rule for proportionating the demand in the different stages of collection, from the relats up to the Government. If the demand anticipates in any great degree the resources, the renter must either fail in his payments, or have recourse to methods of raising money that will terminate in the ruin of himself and the country. the same manner, if the demand follows at too great a distance, the resources will probably be dislipated, or the difficulty of collecting them encreased. On these principles I was induced to propose an alteration to the Rajah, which I have the pleasure to inform you he readily agreed to, and the present kistbundee is accordingly drawn out on an inspection of his own settlement with the Mosfusal Aumils and Farmers.

The Rajah has presented to me a paper of requests, a translation of which, and of my answers, is inclosed with this address; you will observe that these answers are drawn out in terms which, without conveying any new rights to the Rajah, will confirm to him the more secure enjoy-

ment of those he already possessed.

The Rannee has requested that her grandson, the Rajah may be secured in the possession of the districts of Khura and Mangrora, alledging that they have long been separated from the Jumna of Government, and referred as a Jagheer for the maintenance of her family, of which he is the representative. The claim, I believe, is just, and I have accordingly granted a funnud confirming the Rajah in the possession of these districts: but, as I am desirous that this transaction should be ratified on more authentic and official information than my time would admit of procuring at present, I have thought it necessary to insert a provisional clause, specifying that it is to be continued in force only on condition that the Ranny's right shall be fully ascertained and proved, and I have directed Mr. Fowke to enter into an investigation of the tenure, and to report thereon to you. In the same manner the Rajah has on his part executed a paper, which is deposited with Mr. Fowke, declaring that the funnud is to be valid only on the condition above mentioned. This sunnud is in sact of no great consequence, for whilst the province is lest under  $U_3$ 

the management of the Rajah, these districts, as well as the rest of the country, must be in his possession, and as he has himself expressly acknowledged, they will be equally answerable for the payment of his stipulated revenue.

The great advantage which the province of Benares posfesses over almost every other part of India, arises from the supposed fanctity of its capital, which renders it the resort of the pious, the aged, and the wealthy Hindoos from the most distant quarters, and occasions a constant influx of money. These pilgrimages cannot be too much encouraged: When I was here in 1781, I abolished the duties formerly authorized upon them, which being in a great measure arbitrary, had afforded a pretext for extortion, without yielding much immediate benefit to the Government; and I established some other regulations, to secure the pilgrims more effectually against every means of oppression. As these regulations have been carefully attended to under the inspection of Ally Ibrahim Cawn, their effects have fully answered my must sanguine wishes, and I have had the pleasure to find my pains fully requitted in the grateful ac-

knowledgments of all ranks of people.

The centrical fituation of this province betwixt the different trading countries of India, is also another circumstance, which if properly attended to will greatly conduce to its prosperity. The town of Mirzapore was once confidered as the common mart to which the merchants of the Decan and of the western provinces resorted for the sale of their own commodities, and the purchase of the manufactures of Bengal, and the productions of the northern countries of Nepaul and Thibet. Their exports were usually filks, spices, broad cloth, and other articles, comprizing a great value in a small space. And as the same cattle and carriage which brought their imports, were also used in conveying their exports, the difference betwixt the value of the one and the other formed a balance of trade in fayour of this country, which the merchants were necessarily obliged to supply, by braiging along with them gold and Nor were the benefits of this trade confined merely to the place where it was cafried on: Bengal, which furnished the greatest part of the articles exported, enjoyed its full share of the returns of wealth, and its manufacturers found in it ample employment for their industry. The late Bulwant Sing fully understood the importance of this trade, and it flourished under his protection. His successor, more attentive to the gratification of his dependants than the interests of his country, connived at oppressions which deterred the merchants from following their usual pursuits; and when I arrived here in 1781, I found that the trade of Merzapore was greatly decayed. The rates of duties to which

which I myself had given a sanction in 1773, were originally too high, but they had been raised still higher by arbitrary constructions; and the merchants had been exposed to insufferable vexations, from the multiplication of Cho-. keys or Custom-houses, separately collecting duties in every part of the province. To remedy these desects, I formed: some regulations in 1781, and if they had been strictly inforced, I should scarcely have had occasion to resume the subject now. But the fact is, that they have been so little attended to by the executive officers of Government, that they have almost become obsolete. I have therefore compiled them together, and have issued them a-new, with some additional provisions, either occasioned by circumstances of a later date, or formed to prevent the infringement of those which were before established. A copy of these regulations, as they now stand, is submitted to your perusal. They are short and simple, and I flatter myself that they will meet your approbation. The only alteration of consequence which I have made is in the rate of duty to be exacted on filk piece goods manufactured in Bengal.— From the information of the most intelligent merchants, it appeared to me, that the exportation of their goods had confiderably decreased of late, the former rate of 5 per cent. duty, having fo much enhanced the cost of them, that the merchants who found themselves undersold by the manufacturers of Bourhanpore, and other places in the Deckan, were discouraged from dealing in them. Some time agothe Board, at the recommendation of the late Resident. reduced the rate of duties on raw filk at Benares from 5 to 21 per cent. I do not know how it happened, that we omitted to make a fimilar reduction at the same time in the duties on filk piece goods, fince, independent of other confiderations, it is an incontrovertable principle of policy in every populous and commercial state, to encourage the exportation of its manufactures, even in a greater degree than of its raw or unwrought commodities. I have corrected. this omission in the present regulations, and I think I may venture to affirm, that it will be attended with no loss of revenue to the Rajah, as the encrease of commerce, and confequently of customs, which it will occasion, must amply compensate for the reduction of the rate.

By some mistake, either in translating or transcribing the table of rates which accompanied my orders to the Resident, of the 22d November, 1781, the valuation of the Chower, or Cow Tails, was set down at 12 rupees per seer, though the real price of this article have seldom ever exceeded 3 or 4 rupees. It was represented to me, in consequence of this mistake, the duties had been charged at so high a rate, that the merchants of Nepaul had been de-

terred from bringing this article, for some years past, to Benares; and as it is one of the principal commodities which their country affords, the commerce with them had been greatly affected. In the present regulations I have corrected this mistake, and have valued the White Chowers

at 4 rupees, and the Black at 3 rupees per feer.

To obviate effectually the apprehensions of the merchants of Merzapoor, who from their fufferings have contracted a diffidence very unfavourable to the growth of commerce, I have, in compliance with a petition which they presented to me, directed the Resident to depute one of his affiftants to refide at that place, for the purpose of receiving their complaints, which he is to transmit to the Resident, or the officers of Government, with a representation of the circumstances, as far they may come to his knowledge, but he is not to exercise of himself any act of coercive authority. And as the merchants have offered, in their petition to support the expence of this appointment by a voluntary payment of four annas per hundred rupees on the value of the goods exported or imported by them at Mirzapoor, I have for the present authorized the receiving of this fee, but I have given particular directions to the Refident, in case it should ever occasion any complaints, to transmit immediate intimations to you, and suspend the further collections of it until your pleasure shall be known.

Juggerdeo Sing, the late manager, has delivered to me an account Jumma Wassel Baky, from the beginning of the Fusiellee year 1191, until the time when he was removed from office. This account states his collections from the Zemindars, Aumils, and Farmers of the land revenue, at rupees of forts 30,82,164. 8. 3, or Benares rupees 30,44,392. 12. 3, and from the Customs, of Benares rupees 2,81,906. 119; and an account which I have received from Mr. Fowke states the subsequent collections of Bahoo Ajaib Sing, the new Naib, from the land revenue, at rupees of forts 3,24,996. 15. 9, and the Huzzoor collections at rupees 85.729. 10. 0.—The whole of thesa collections falling so far short of the revenue of the province, it was my intention to have caused a minute investigation of Juggerdeo Sing's accounts to have been made ander my own immediate inspection, but the necessity which has occurred for my sudden departure, has obliged me to content myself with directing Mr. Fowke to reser them to the proper officers for examination. I have strongly enjoined Baboo Ajaib Sing to pay attention to the balances that are still due from the Farmers, Aumils, &c. on account of last-year, and to take such measures as may be most effectual for recovering them.

The

The drought which has prevailed in so extraordinary a degree for some years past in the western parts of Indostan, has also been felt with great severity in this province; but though the fatal effects of it may be of some duration, it is with pleasure I can inform you, that the cause itself is at an end. The present season has been extremely favourable, the lands have been cultivated with uncommon care and industry, and the whole face of the country promises a plentiful harvest.

> I have the honour to be, Gentlemen. Your's, &c. WARREN HASTINGS-(Signed)

Kistbundy of the rent due from Rajah Mahipnarrain, to the Honourable Company, for the Fusfully year 1192.

	Koonwar	•	₹	-	-	2,20,000
	Cawtick	•	~	-	-	2,20,000
3	Aughun	••		•	-	3,40,000
4	Pools	-	-	-	-	3,40,000
5	Maug	•	-	-	-	4,12,000
Ğ	Phagoon	-	-	•	-	4,12,000
7	Cheite	<b>/*</b>	-	-	-	4,12,000
8	Byfack	•	-	-	-	4,12,000
9	Jait	*	*	*	-	4,12,000
	Affar	-	-	-	-	2,60,000
	Sawun	•	-	•	-	2,60,000
Į2	Bhadoon	-	•	-	•	3,00,001
						40,00,001

Narrain, 21 Oct. 1784.

1st. That he shall receive credit for the mehals of the Mint, Fouldarry, and other articles, which, according to the paper of request formerly figned, were admitted to be brought to credit in his fettlement.

2d. That he shall receive credit in his Malguzarry for whatever allowances shall be given in future to Zemindars and others.

Requests of Rajah Mehip Governor General's answers.

Whatever was formerly ordered on this subject still continues in force,

Whatever not having been allowed before shall be allowed in future, all be cred ited

3d. That he is hopeful, that the Governor General will confirm, under his fignature, what he has been pleased to declare, that whatever surplus there may be of the revenues after discharging the Company's dues of 40 lacks, shall belong to him.

4th. That wherever he shall believe there may be a capacity of yielding a larger revenue, he may, with the knowledge of the Nabob (Ibrahim Alli Cawn) and the approbation of the Naib, make such a settlement as may be easy and moderate to the kists.

Certainly, that is the right of the Zemindar.

Of fuch mehals as have not already been completely and firmly fettled under mutual obligations, the Rajah may make the fettlement, with the approbation of the Naib and the advice of the Nabob (Ibrahim Alli Cawn) and Mr. Fowke.

Regulations for the management and collections of the customs on the import and export trade of the province of Benares.

ist. That whereas, in the orders which were issued by the Governor General to-Rajah Mehipnarain, under date the 22d of November, 1781, it was enjoined, that there should be Chokies for the collection of the customs at only three places, namely, Ghauzepore, Benares, and Mirzapore; and whereas it appears that, notwithstanding this injunction, a number of petty Chokies have been established for the collection of customs in different parts of the country; it is hereby positively ordered, that no customs, duties, or exactions of any kind, shall be collected on goods passing at any place, except the three Chokies abovementioned of Ghauzepore, Benares, and Mirzapore.

2d. That whereas it was expressly and positively ordered, in the said Perwannah of 22d November, 1781, that the customs should not be let to farm, but collected by Aumiss or Agents; this order is hereby repeated, and must be strictly obeyed, and that the Rajah and his Naib shall accordingly appoint Aumils at the three above-mentioned stations of Ghauzepore, Benares, and Mirzapore, who shall collect the customs on behalf of the Rajah.

3d. That the Rajah and his Naib shall authoize and direct the Aumils of the Custom-houses of Gauzepore, Benares, and Mirzapore, agreeably to the regulations of 22d November, 1781, severally to grant rowannals to traders

or other persons passing goods, on receiving from them the stipulated duties, and these rowannahs shall be issued under

the seals of their respective Custom-houses.

4th. That the Aumils of the three above-mentioned Custom-houses of Ghauzepore, Benares, and Mirzapore, may station Chokies in the neighbouring districts, for the purpose of preventing goods from passing which have not been regularly entered at one of the three Custom-houses, and they shall accordingly be authorized to detain them until the owner shall procure regular rowannahs; that, agreeable to the regulations of the 22d November, 1781, the rowannahs granted at either of the said three Custom-houses shall serve to pass goods from one extremity of the province to the other, by land or by water, and that the officers of the other Customhouses, at the out stations, must endorse the rowannahs, and dispatch the goods, without demanding any other duty or see whatsoever.

5th. That the Aumils at the three principal Custom-houses, and the officers at the out-tations, shall be particularly careful to create no unnecessary delay in returning

or passing the goods.

6th. That the rate of customs to be exacted on all goods shall be 5 per cent. on their fixed valuation, agreeable to the regulations formerly established by the Governor General on the 22d November, 1781, except the following articles, viz. saffron, cinnamon, mace, cloves, nutmegs, cochineal, raw silk, broad cloth, Europe iron, steel and copper, the duties on which were reduced to 2½ per cent, by the orders of the Honourable the Governor General and Council of the 8th of April, 1782; and except also the silk piece goods manufactured in Bengal, and imported from thence, the rate of which is hereby reduced to 2½ per cent.

7th. That the valuation established on the list and table annexed to the Governor General's orders of the 22d November, 1781, shall be continued for all articles therein mentioned, except only chowers or cow tails, the valuation on which is hereby fixed as follows:—White chowers, of every fort and quality, at 4 rupees per seer, and black of every fort and quality at 3 rupees, instead of 12 rupees, at which both sorts of this article ersoneously stand rated in

the lift above-mentioned.

8th. That the value of all articles, not specified in the said list or table, shall be determined by their quality, and the market price of the place at which they are entered, conformably to the former regulations of the 22d November, 1781.

oth. That goods shall pay duties only once: If they shall remain in the province longer than one year after the

date of the rowannah, it will be necessary that a new rowannah be taken out: And accordingly, on the old rowannah being restored, and oath being made by the owner, or proof obtained, or sworn, and good evidence to the identity of the goods, a new one shall be granted, without any further demand of duties.

roth. That whereas it appears that other duties and exactions have been collected at Mirzapore, besides the established rate of 5 per cent. on cotton imported from Nappore, and other parts of the Decan, this practice is

firially prohibited for the future.

11th. That no duties or exactions of any kind be de-

manded or collected in future on empty boats.

12th. That the Resident and the Aumeen shall appoint a Muttesuddee each on his separate behalf, or one jointly for both, at each of the three Custom-houses above-mentioned, who shall keep a maccabella, or check account of all the receipts of customs, and a new register of all rowannahs issued, or indorsements made on the rowannahs of the other Custom-houses, and shall transmit copies of the same to the Resident and Aumeen monthly, or as often as they may be required.

13th. That these regulations, and the corrected table of valuation, be published and assisted at the cutcherries of the three Custom-houses of Ghauzipore, Benares, and Mirzapore, and a penalty denounced for every breach of them, namely, forseiture to the injured persons of double the excess collected; and the Rajah and his Naib should be careful to remove from their offices all persons who may be guilty of slagrant offences, or, by their carelesses and intention, create unnecessary trouble to the merchants.

By order of the Honourable Governor General.

Benares, (Signed) D. ANDERSON.

21st October, 1784.

List of articles, with their fixed values, on which customs are to be levied at one of the stations of Ghauzipore, Benares, and Mirzapore, at the rate of 5 per cent. on their fixed valuation.

Ba Sa Ra Keranch drugs, spices, &c. Soouparee poorbee beetle nut of the East. per maund 12 ift fort 2d ditto ditta 11 0 Ditto Duckenne ditto of the South ditto 42 Gole Murrick, or Black peper, 2 forts. Fibfillee Khurd, ditta 1st Poorbee 0 2d Duckenco ditta 40 0 Prepul,

8

6 o Kut.

ditto

ditto

Sounp,

Bhadean,

Terpaul cassea leade

Aness seeds

Kut.			
		_	
Ist white	per maund	8	ð
2d red — —	ditto	6	0
3d black — —	ditto	4	ō
	ditto	4	U
Lauk Churprah, shell lack			
ıft	ditta	16	Ó
2d — —	ditto		
		14	0
3d <u>←</u> —	ditto	12	0
4th — —	ditto	10	0
	42,000		•
Affayonn, opium.	_		
1ft —	per feer	5	0
2d — —	ditto	4	ò
		-	
Moosubber, Aloes —	per maund	40	0
Dhoona, hammen	3:44-		Ω
Raub, Dammar — —	- ,ditto	2	8
	7144		
Lemaun Benjamin — —	ditto	16	Ø
Loadwood, used in dying —	ditto	3	8
Lucky	per seer		
Lucky		4	0
Sandel foorh, logwood —	per maund	5	0
Mugheet, wood used in dying -	ditto	5	8
	ditto		
Sohaga borax — —	ditto	11	0
Abruk talk:			
1st	ditto	40	0
2d '	ditto	30	0
34	ditto	20	0
4th	ditto		Ö
		10	
Jetamacey —	per feer	2	0
Alcurcunea' —	ditto	Ś	0
Mushk Noseh, musk — "	per tolah*	3	8
	ber totati-	5	0
Selaris.	•••		
Chourah gours dushty; cow tails	peer feer	12	0
7-frame forman	F	•-	•
Zafrann, faffron.			
ift fort	ditto	32	0
2d Tayleah, i. c. mixed wit	hoil ditto	12	0
			•
Daulchumey, cinnamon		_	
ift fort	'ditto'	16	Ö
2d ditto	ditto	Ś	O
Kasorr, camphire —	ditto	4	0
Jowtrey, mace —	ditto	16	0
Bungslochun, or tebaser, camphire of			
Dunghochun, of tebaler, campune of	Hie Daminoo		,
ist fort — —	ditto	12	0
· 2d	ditto	8	0
Saboon, foap -			
	per maund	\$	Q
Suffedah, white lead	ditto	30	0
Kurien-ful, cloves	- ditto	460	Q
	ditto	260	
Zyfull, nutmegs — —.	ditto		0
Moom, bees wax — —	ditto	32	0
• •	-	7	

<sup>\*</sup> A tolab is the weight of one rupee.

King, affafætida			
Kutrum dana — —	er seer	2=	_
Mazou phul —	ditto	_	0
	er maund	2	4
Orenlah — —	maunu		o 8
Zungiehur — — — Barrahur — — ·			8
Behina —		I	8
Koothee		0 16	
	per feer		o 8
Maltumgrie — —	ditto		8
Augur agata wood — — — Bhela	anto	2	•
Bladil P	er maund	I	8
Googul	ditto	_	_
Singhara — — —	ditto	2	8
Nour shhadul sal armoniac			
Articles used in the Celebration of the	he Hooley		
Wildes and in the Otionation of a	de 11001ey	•	
Golaul, the vermillion powder with w	hich the		
or, Hindoos cover their bodies	at the		
Aubar, feast of the Hooley.			
	r maund	20	O.
2d — — —	ditto	15	
3d	ditto	13	O.
Otter.	<b>.</b> .	- 3	
1st fort, Rawree Agrah - pe	r tolah	5	ø
2d - Moolky -		J	4
Gool Aph.			•
ift fort — — po	r maund	2Ô	0
2d	ditto	TO:	0
Tale Phoolayl, oil scented with flowers po	r'feer	2	0
Tall Looghunara, oil highly scented	ditto	4	
Choat Raul, ditto extracted from		7	
	ditto	12	0
Argujj, a perfume composed of fandel,			
and of many other ingredients	ditto	3	o`
Tobacco, &c.		-	
	er maund	4	8
Bhang	ditto-		0
Gongah	ditto	40	Q
Chowrous -	ditto	50	0
Fruits		•	•
Bandaum Coyzie almonds —	ditto · ·	35	8
Khoorma dates -	ditto -	16	0
Keshmish raisins			
ist fort — —	ditto	50	0
2d ditto — —	ditto	40	0
Moonurka, a species of raisins -	ditto	``32	0
•		Mova	ys,

4 74	(., ,	, , , <del>,</del> ,	•	J.		
Movays	ditto	ditto		1		
ist	<u> </u>	-		per feer	3	4
2d			•	ditto	ī	Q
Anaur Jelalaba	ide name	rranatee .	of Te-		•	Ä
lalabad	in the borns	Prantama .	OI JC-	ditto		Ś
Nimuck falt.		<del>-</del>		. uitto	4	9
AVIIIIUCK 1810.		 .i. D 1	L		,	à
III NIO	inck sma	an Poor	Dee	per maund		8
2d ditte	Sahory		_	ditto	13	
3d ditte	Sanber		<del>-</del>	- ditto	4	0
Shora lalt p	etre	-		<ul><li>ditto</li></ul>	ş	12
Rooy, or ]						
Poombay }	itton.					
in Ro	oya, or F	oomba	Pokta			
cotto	on, separat	e from t	he feed	ditto	10	0
od Hun	pos, or B	envilladai	ditto	41110	•	_
			uicto,	ditto -	^	8
	the feeds,	•	<del></del>	CIETO **	2	ā
Fulligaut meta	72 <b>.</b>					
Raungor, or	Tin	-	<b>.</b>	ditto	50	•
	J		_			-
Justuh Too	thenaque	-		ditto	30	Q
Mess copper.					_	
ist Gol	ua Holan	daze <del>e</del>		ditta	65	0
2d Mei	Tay Chan	lufev	-	ditto	60	0
ed ditte	Kathee	F.norazy		- ditto	<b>`59</b>	O
ath ditt	o Kodoli	ah Dingramy		ditto		o
Syfah lead	φ izouoii	ALL.		ditto	55	0
A transitional				αιίτο	23	G
Aken iron,				**		_
1st fort	-	•	-	ditto	4	Ó
2d	*	*	-	ditto	2	_
Fooland der			,	ditto	25	0
Zumafaut .	Akenny,	veilels,	pots,			
pans, &c.	of iron			ditto	12	Ò
Berungu, of	brass	-	يسعم	. ditto	70	ò
Roin		· ·	1	ditto	60	
Messie, of e	ODDEF	-		ditto	.86	
Bhureet, of	bell meta	L	مست	ditto	20	_
China, &c. fu	Dett ince			dicto	2~	•
				J!44	- 4	o'
Colax Cheny fuffu				ditto	10	
Cheny lunu	a white b	owdered	iugar	ditto	7	0
Shakker pro	wn iugar	-	-	ditto	7	8
Shukker Do	yum, 2d	fort	-	ditto	2	12
Kundy Dhutn	s -	-	-	per maund	*	4
Kundy Raub	-	-	-	ditto	2	d
Ghee, &c.				•		
Ghee	الماسي		-	ditto	9	0
Tale oil				ditto		4
Banaut wooller	r clothe				3	4
PENNET HOUSE	- 74411111					

per piece

**2d** 

X

fort in common use

Yor. I.

/	,	-, -		
2d fort, or plain Gool	buddun	per piece	8	Ò
3d —— ditto	·	ditto	6	O.
4th — ditto		ditto	5	0
5th —— ditto		ditto.	4	
Peelaum —	-	per score	200	0
Saurce Aubree Shum Ouseet	-	ditto ditto	150	0
Dooreah Tindah, 1st fort	-		80	0
2d ditto	, ,	ditto	60	0
Ditto Benares —		ditto	50	0
Jaum Daunee Tenda, 1st for	t	ditto	75	0
_ , 2d	******	ditto	70	0
Doorea Purbay Rawsee	-	ditto	200	0
Mulmul Rawsee Nuddea		ditto	200	0
Khasaw Jehanguirnagoree Ou	ıfet —	- ditto	250	0
Dooraa ditto - Ray	wlee	ditto	200	
Terundam —		per piece	50	
Tunzeb Jehanguirnagoree	-	per score	225	0
Shubnum —		per piece	50	0
Cheet Sharaudpery, 1st fort	-	per icore	30	0
2d	-	ditto	25	0
<b>3d</b>		ditto	20	0
4th		ditto	15	0
5th	_	ditto	12	0
Pushmenah.				
Shaul Roomaul, Jamawar, K	Lummurb	and, &c.—	•	
The pieces of these artic	les must d	lepend upon		
their quality, and state	of the ma	ukets.		
Kim Caub Benarussy.				
The price of these articles				
Rs, according to its qua	lity, and	the state of	•	
the market.	•			
Looce, 1st fort —	-	ditto	40	0
2d —		ditto	35	0
3d <del></del>	-	ditto	30	0
4th —		ditto	25	
Gaulecha, per yard, from 1	to 12. 8		_	
Shuhungee Sootee, per yard				
Ditto — Pushnuma				
Kumbul blankets —	•	ditto	30	Ó
2d fort —	-	ditto	25	Q
Zurbasty Benares-price to 1	be determ	ined accord-		
ing to the quality of the	article, a	and the state	<b>:</b>	
of the markets.				
Dooputtah and Woorney Be	nares—pr	ice to be de	•	
- 11 11 11 11	-C -N			

termined by the quality of the goods, and the state of the bazar.

Dhotey Benares Reystum, Kenary, price variable.

Dustar, price from 1 to 7 rupees.

Tauck

Gullaut

Gullaut, grain, Berauniev Baumbaraby, rice, of Baumba-

aby fice, or	Danmba-		
· (	per maund	4	ø
	ditto	2	8
deh coarse di	itto 🖳	I	4
<b></b>		I	o.
******	-	1	0
ર્સાં —	-	O <sup>*</sup>	10
heat –	Normal Normal	0	14
rley -			ıí
pe 🛶	perior.	1	0
istard seed		ß	14
_		I	Ò.
	eck fine rice	reck fine rice ditto deb coarse ditto  asse  heat  arley  pe	per maund 4 reck fine rice ditto 2 reck fine rice ditto 1 reck fine rice ditto 2 reck fine rice ditto 3 reck fine

The value of all articles not specified in the above table, is to be determined by their quality, and the market price, and the duty of 5 per cent. upon the value so ascertained to be paid accordingly.

A true copy.

(Signed) E. HAY.

Sub-fecry. to the Honble, Bd.

Ordered, That copies of the foregoing papers be transmitted to the Honourable Court of Directors, numbers in the packet by the Surprize.

## Extract of Bengal Secret Consultations, the 14th January, 1785.

THE following letter from the Refident at Benares having been received on the 5th instant, the accounts of disaburséments therein mentioned were sent to the Accomptant General, and the bills and their invoice to the Sub Treassurer.

Honourable Sir, and Sirs,

I have the honour to inclose you an account of the receipts and disbursements at this Treasury, from 16th August to 7th December, 1784, by which you will perceive that the balance remaining in my hands is Benares Sicca rupees 2,400. 7. 9, and the balance due from Baboa Assaib Sing, on account of Rajah Myhipnarain's. 12th kist August.

for Bhadoon, is Benaras Sicca rupees 4, 30,000, liquidating

the 1st and 2d kist for Assen and Catuk; the Naib assures me, that the Waselaut, on which the payment of the ba-

lance of Bliadoon depends, will be shortly settled.

I also have the honour to inclose the following bills of exchange, drawn in your favour, as follows.

r Bill

Bill dated 22d September, 1784, drawn by Major Wm. Sands, on Charles Croftes, Esq. Sub Treasurer, for Calcutta Sicca rupees Bill dated 3d October, 1784, drawn by Major Wm. Sands, on Claud Alexander, Esq. Mi- litary Paymaster General, in my savour, at	50,000
10 days fight, current rupees	55,500
Bill dated 12th October, drawn by ditto, on	
Charles Croftes, Efg. Sub Treasurer, at	
fight for Ct. Rs.	33,300
Bill dated the 16th October, drawn by the Honourable Warren Hastings, Esq. Gover-	
nor General, on Mr. Wm. Larkins, at 10	
days fight Currt. rupees	70,000
r Bill dated 18th October, drawn by Major	10,000
Wm. Sands, on Claud Alexander, Esq. Mi-	
litary Paymaster Genl. in my favour, at 10	
days fight Current rupees	11,100
1 Bill dated 21st October, drawn by Major	•
W. Sands, on Charles Crostes, Esq. Sub-	
Treasurer, at fight Ct. rup.	40,000
6 Bills drawn in your favour, as per invoice	
inclosed, dated 7th December, 1784,	
Ct. Sa. rupees	2,20,000
Benares, I have the honour to be, &c.	
toth Dec 1784. (Signed) F. FOWI	<b>7</b> .

(Signed) 10th Dec. 1784. f. fowke, Refident.

Extract of Bengal Secret Consultations, the 12th April, 1785.

READ the following letter from the Refident at Benares.

To the Honourable John Macpherson, Esquire, Governor General, &c. Supreme Council.

Honourable Sir, and Sirs.

I have the honour to enclose you an account of the receipts and disbursements at this Treasury, from 16th January to 28th February, 1785, by which you will perceive, that the balance remaining in my hands is Benares Sicca rupees 72,210. 8. 3, and the balance due from Baboo Ajaib Sing, on account of Rajah Myipnarain's 12th kift for Bhadoon, is Benares Sicca rupees 4,30,000, liquidating the 4th and 5th kists for Poole and Maug.

I have also the honour to enclose four bills of exchange drawn in your favour, for Calcutta Sa. rupees 1,35,326. 10. 6, as per invoice inclosed, dated the 28th

ultimo,

I have to acknowledge the receipt of Mr. Secretary Hay's letter of the 19th ultimo: With regard to the balance of 4,30,000, I beg leave to observe, that it is entirely of the last year 1191, and that it is the gross balance only, and includes the usual deduction of 1,15,335. - 4, and the extraordinary one for the remission of the duty on grain-It depends greatly on the adjustment of the account of Wassilauts to know from which of the Farmers the remainder is due. This account has been referred to the Ameen Ally Ibraim Cawn, who is now returned, and to whose department it particularly belongs. I have every confidence in his knowledge and activity, that it will be settled with all the expedition which the intricacy of the subject admits of; and I shall urge to the Naib the necessity of enforcing immediate payment from the persons from whom these fums shall appear due.

The balance of 72,210. 8. 3, which appeared in my hands by the inclosed account, I have retained, for the payment of the arrears of Captain Hogan's and Major Eaton's corps, for which I have your commands, by Mr. Secre-

tary Hay's letter of the 15th ultimo.

After the payment of these arrears I shall immediately

remit the balance which may remain.

I have the honour to be,

With the greatest respect,

Benares, Honourable Sir, and Sirs, 4th March, 1785. Your most obedient

and humble Servant, Fs. FOWKE, Resident.

The Secretary informs the Board, that the accounts transmitted with the foregoing letter were sent to the Accountant General, on the 13th ultimo, and the bills of

exchange to the Sub-Treasurer.

The Resident at Benares mentions in his letter "the usual deduction of 1,15,335. — 4," to the Naib of the Zemindarry: The Board know not of any usual deduction.—Deductions have been twice allowed upon special representations; but as they arise from different and uncertain causes, they cannot be fixed at any given sum for every year.

Read another letter, as follows, from the Resident at Benares.

To the Honourable John Macpherson, Esquire, Governor General, &c.; Supreme Council.

Honourable Sir, and Sirs,

I have the honour to enclose you an open account of the disbursements at this Treasury, of the balance of my last account

account current, fent you under date of the 28th ultimo, which is liquidated by the payments of the arrears of Captain Hogan's and Major Eton's corps, and by the two bills of exchange which I herewith have the honour to enclose you, drawn in your favour, for Calcutta Sa. Rs. 32, 112. 2. 5, as per invoice inclosed.

I have honour to be, with the greatest respect, Honourable Sir, and Sirs.

Benares. 17th March, 1785. Your most obedient and Humble Servant,

F. FOWKE, Residt.

Ordered, That the account enclosed in this letter be fent to the Accountant General.

The Secretary acquaints the Board, that the two bills of exchange transmitted with it were sent to the Sub-Treafurer on the 30th instant.

Read the following letter from the Affistant to the Refident at Benares.

To the Honourable John Macpherson, Esquire, Governor General, &c. Members of the Supreme Council.

Gentlemen.

I have the honour to inform you, that Baboo Durkbidzy Sing, the father of Rajah Myipnarain, died in Benares on the 25th instant.

I have the honour to be, Honourable Sir, and Gentlemen, Your most obedient humble Servant,

Benares, JNO. BENN, March 26th, 1785.

Affistant to the Residt. of Benares

Baboo Durbidzy Sing being at the time of his decease confiderably indebted to the Company, the Board must suppose that the Resident at Benares has taken the most proper and effectual measures for recovering the amount thereof; but, to meet the possibility of the contrary,

Ordered, That the Secretary do require that such mea-

fures may be taken immediately.

Extract of Bengal Secret Confultations, the 12th May, 1785.

READ the following letter from the Resident at Benares:

To the Honourable John Macpherson, Esquire, Governor General, &c. Supreme Council.

Honourable Sir, and Sirs,

I have the honour to enclose you an account of the receipts and disbursements at this Treasury, from the 1st to 212

the 31st March, 1785, liquidating the 6th kist for Faugun, by which you will perceive that the balance remaining in my hands on that day was Benares Sicca Rs. 2,74,351. 5. 4s fince disbursed, as will appear at the foot of my account.

The two bills of exchange, and the invoice inferted in my account, under the date of 16th March, 1785, have been transmitted to your Honourable Board, in my letter

of the 17th ultimo.

I have also the honour to enclose you a bill of exchange drawn in your favour, for Calcutta Sicca rupees 2,00,000, as per invoice inclosed, dated this day.

I have the honour to be, With the greatest respect,

Benares, Honourable Sir, and Sirs, 25th April, 1785. Your most obedient and

Humble fervant,

(Signed) F. FOWKE, Refidt.

The Secretary informs the Board, that the hill of exchange of the account transmitted with the foregoing letter, were sent to the Sub-Treasurer, and to the Accountant General on the 5th instant.

Read another letter as follows, from the Resident at Benares.

To the Honourable John Macpherson, Esquire, Governor General, &c. Supreme Council.

Honourable Sir, and Sirs,

I have the honour to enclose you an account of the receipts and disoursements at this Treasury, from 1st to 30th April, 1785, by which you will perceive that the balance remaining in my hands is Benares Sicca rupees 1,61,603. 12. 11, liquidating the 7th kist for Chiete.

A bill of exchange, and the invoice inserted in my account under the date of 23d April, 1785, have been transmitted to your Honourable Board in my letter of the 25th

ultimo.

Benares, 3d May, 1784. I have the honour to be, With the greatest respect, Honourable Sir, and Sirs, Your most obedient.

> Humble fervant, (Signed) F. FOWKE, Refidt.

The Secretary acquaints the Board, that the accounts inclosed in the foregoing letter, were fent yesterday to the Accountant General.

Read

READ the following letter, and its enclosures, from he Accomptant General.

To the Honourable John Macpherson, Esq. Governor General, &c. Council of Fort William, in the Secret Department.

Honourable Sir, and Sirs,

I am to request to know whether the allowances specified in the accompanying list of persons appointed, in conformity to the accompanying extract of the Honourable the late Governor General's regulations for Benares, of 14th July, 1784, may be included with the other established allowances that have expressly received the Honourable Board's authority, as, upon a reference to the Resident's, I do not find that these have yet been expressly authorized by you, the first month for which they are charged in the Benares accounts is that for Asin, on the commencement of the present Fusfullee year 1192, in September 1784.

I have the honour to be,

Fort William, with the greatest respect,

Accountant General's Honourable Sir, and Sirs,

Office, 13 May, your most obedient,

1785. humble servant,

(Signed) WM. LARKINS,

Acct. Genl.

Extract of the Honourable the late Governor General's regulations for Benares, dated the 14th of July, 1784.

Sixthly, That the Rajah and his Naib shall establish a Cutcherry, or office of Treasury, for the Amdanny, or current receipts of revenue; and Mr. Fowke and the Omil shall appoint a Muttesuddie jointly, or one on the part of each, who shall sit in the said Cutcherry, and keep a separate copy or copies of the accounts of the daily receipts and disbursements.

A true copy,
(Signed) P. BORDERS.
(Signed) F. F. A true copy,
Refident. (Signed) J. CHEAP.
Sub-accompt. Genl.

## 314 Papers relating to Charge III. Parts 4 and 5.

List of persons, and the allowances assigned to each of them, appointed in consequence of the late Governor General's sixth regulation for Benares, of the 14th of July, 1784, as extracted from the account current of the Resident at Benares of March, 1785.

Cossinaut Cazanchey - - 300 0 0 per month,

Sunker Pundit Mudsuddie at the

Naib's Cutcherry - 200 0 0
Biffonaut ditto ditto 100 0
Mudfuddies of Ally Ibrahim Cawn,

1udfuddies of Ally Ibrahim Cawn,
as Aumeen - -

4 200 O O

13th May, 1785. Total Bs. Sa. Rs. 800 o o per month.

A true Extract. (Signed)

J. CHEAP, Sub-accompt. Genl.

Agreed, That the allowances specified in the foregoing list be permitted; and that the Resident at Benares do transmit to the Board copies of all the orders which he received from the late Governor General during his continuance at that place.

## Extract of Secret Letter from Bengal, dated 31st July, 1785.

Par. 85. BABOO Durbetzy Sing, formerly Naib of the Zemindary of Benares, having died in March last, we sent orders to the Resident to take proper measures for securing the payment of his debt to the Company, if such measures had not been adopted before the receipt of our instructions; we are persuaded that Mr. Fowke will make every exertion for this purpose, but we sear without much effect, as the estate is supposed to be insolvent, or nearly so—the debt amounts to Ct. Rs. 2,93,923. 11. 8, besides interest.

END OF THE FIRST VOLUME.