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A LETTER
TO
LORD FOLKSTONE,
ON
HIS REVIVING THE CHARGES MADE

BY MR. PAULL
AGAINST THE
MARQUIS WELLESLEY.

TO WHICH ARE ANNEXED
A faithful Copy of the First Letter actually sent;

AND
THE DESPATCH
INTENDED TO BE SENT BY THE EAST-INDIA DIRECTORS
TO
The Marquis.

WITH
HOME TRUTHS
TO
LORDS GRENVILLE, CASTLFREAGH, AND
MR. SHERIDAN.

AND
A HINT TO MR. WYNDHAM,
BY AN ENGLISHMAN.

LONDON:

PRINTED FOR THE AUTHOR;
AND SOLD BY EFFINGHAM WILSON, OPPOSITE THE CHAPTER
COFFEE-HOUSE, ST. PAULS; AND ALL
OTHER BOOKSELLERS.

A LETTER, &c.

MY LORD,

THE system of government which has been adopted in India by Marquis Wellesley, calls most imperiously upon the British House of Commons, upon the justice and humanity of our country, for investigation. The motion your Lordship lately made relatively to the Marquis's treatment of the Nabob of Oude, promises an obedience to these calls, and is alike honourable to your principles and feelings; it may help to renovate the confidence of the people, for it presents a picture equally new and interesting; it shews, that, notwithstanding the miserable daubings and automaton figures which represent in your House depopulated towns and moss-grown boroughs, (a mighty disgusting groupe brought in, unlike all the rest, without a *canvass*, grotesque and bifomed;) that there is one member of parliament, and he a *Lord besides*, who does his duty under circumstances of great weight, great difficulty, and great labour; all the others *may* do their stipulated duty, so does a blind horse

in a mill. That there is one who exerts himself to bring before the tribunal of the public a vast and mighty nobleman, to answer for his misdemeanors—oppressions—disobedience, and wanton waste of those revenues it was his bounden duty to watch with the most sedulous care, and use with the greatest frugality; for such your exertions, my Lord, you have my thanks from the bottom of my heart, and my warmest wishes for their success. I delight to see a spirit bold enough to encounter the whole united influence of the administration, their wishes, and their resentments, and by this formidable and alarming phalanx, my Lord, you will be opposed in the prosecution of any inquiry upon Marquis Wellesley, if any judgment can be formed of the future, from all that has yet passed; and not from the administration only will you meet opposition—Lord Castlereagh must be (however difficult to him) somewhat consistent; he was the head of the board of controul, and the chief barrier between the East India Directors' remonstrances and the Marquis; he prevented the transmission of the intended despatch to the Marquis: why he did so, his Lordship has never condescended to explain.—Were the statement and allegations against

the Marquis unfounded, the East India Directors have libelled him; if they were true, how will his Lordship justify the detention of that despatch? He cannot; it is most incontestibly true, that the Marquis arrogated to himself powers and authorities unknown before to the Indian Governors-General; his own will guided all; he vested in himself the combined functions of the supreme council; he acted as independently of the Directors as if they had been *his* servants, forgetting at once his duty as *their servant*, and the rules prescribed for his government. His despatches to England were sent at protracted periods; and when they came, were frequently silent upon subjects of importance; he delayed to record occurrences of great moment; he was profuse in his expenditure, and has enormously increased the Company's debt. The act of parliament has prescribed "moderation, justice, and good faith, towards all the native princes;" it has forbidden "schemes of conquest and aggrandisement." Where shall we look for his moderation; in the treatment of the Nabob of Oude? Will his justice and good faith appear upon the face of the treaty made with that wronged, oppressed, and degraded prince? Shall we find

the Marquis acting in obedience to the law, by rejecting schemes of aggrandisement in compelling that prince to transfer to the Company his entire civil and military authorities? All these assertions, my Lord, are true, and capable of proof; and if these were not enough, I could add a disgusting detail of insults and wrongs in accumulated numbers, heaped upon other princes and the East India Directors, all in their result connected with the real interest and honour of this country, injurious to the former, by staining the latter. Lord Castlereagh was well acquainted from that intended despatch, from actual occurrences, from his own personal knowledge, that the strongest grounds of complaint existed against the Marquis's whole system of government in India. Yet, as head member of the Board of Controul, he could reconcile it to his conscience, to justice, and to his duty, to keep back the communication of those complaints:—from such a Lord as this, “Good Lord, deliver us.” Your Lordship from him will expect little in aid of your intentions; he is a tender-hearted man, his sympathies for a cashiered servant have lately been greatly increased. From the sullen, subtle, proud, Grenville

expect still less; his coalition with Mr. Fox was an ill omen to the country; both knew that the conduct of the Marquis would not bear a parliamentary inquiry; and I lament to say, that Mr. Fox meanly sacrificed his dignity and consistency, in forming any connexion which should fetter his powers, or impose silence upon him, when the vigour of his mind and the thunder of his speeches were so peculiarly necessary, as in the case of the Marquis of Wellesley. I forbear to speak of Mr. Fox's conduct in the different attempts made by Mr. Paull, to convince the House of Commons that there were great and real causes for investigation. But, notwithstanding my reverence for the astonishing talents and overpowering eloquence of that gentleman, I must deplore that Providence did not take him before he had such an opportunity of adding another degrading proof of the weakness and instability of human nature; of the facility with which the greatest minds, and the best men, can lower themselves, and compromise their character and independance for interest, place, and power—but Lord Lauderdale was his friend. His Lordship *would be* Govenor-General of the East; Marquis Wellesley was loved by Lord

Grenville, and he could not, would not, believe that the Marquis had been an unwise, oppressive, unjust, and disobedient governor. Love is blind, and in this respect Lord Grenville was a true lover. Yet every one saw, when these two heterogeneous bodies united through the medium of appointment for Lord Lauderdale, and impunity for the Marquis of Wellesley, that the country had nothing to hope, and all to fear, from such a political refinement, resolution, and amalgamation. Alas, poor human nature! Mr. Sheridan you may reckon upon; he boasts of his consistency, and challenges the world to shew him at *variance with himself*. I refer to the Carnatic—he was then a consistent opposition man, out of place and unmuzzled; England then “was stained;” she was “perfidious, cruel, and unjust.” The groans of the Nabob of Arcot were heard within St. Stephen’s walls; motion upon motion, papers accumulated on papers, at the expense of nearly £1500 to the public; this was in the year 1802, from which time the generous, humane, the patriotic, consistent Mr. Sheridan left the Nabob groaning, and the stain on England’s honour to sink the deeper, as it remained so long unwiped by the tear-dewed handkerchief

of this mock sympathy orator—such delightful sensibility would make “Queen Dolla Lolla smile;” no bad consort by the bye for the “*Royal blood flowing in his veins*.” In 1806 the subject was renewed by another gentleman, Mr. Paull, but Mr. Sheridan was then a ministerial man in place, and muzzled, by the fear of risking a division of his Majesty’s ministers, that is, if he had done his duty, followed up, or joined to prosecute the inquiry upon Marquis Wellesley, that the then administration had strength enough to turn him out of his place—aye, even before his salary would pay him the expense of the grand fête he gave at Somerset-house. The costliness and magnificence of this entertainment afford a pretty good idea of the sweets of office, or the credit that a placeman can obtain before he is well warmed in his saddle. Yet this gentleman says, he *is consistent*, and that he is a patriot—with ardour to evidence to the native princes of India, that England would shudder at, so far from countenancing, their oppression—with benevolence to extend his sympathies to, and exertion enough, to obtain redress for, all the wronged and plundered provinces of the East. On such a character your Lordship may repose, and

not the less so, since he says he has "Royal blood flowing in his veins." This he never hinted at, until he became a servant of *his Majesty*; and it must be admitted, he wears the royal livery in his face highly embossed, all glowing red. I believe, my Lord, you will find his royal blood and his patriotism only in the rich high colouring of his visage, and the stream of eloquence which flows from his *own mouth* about his *own* consistency, his love of the country, and of the people: he has proclaimed that the Marquis Wellesley was "Criminal; the Board of Controul more criminal; and the East India Directors most criminal; that whoever would bring forward the subject, should have his firm, zealous, and active support." If his proclamation be true, who will, who can exculpate Mr. Sheridan, with such a conviction of crime, as should authorise so general an assertion? Has he discharged any one duty either to the nation, to humanity, or to himself, by abandoning so vast a number of criminals to impunity? the first, to ravage and desolate; to connive at, countenance, and screen, the second; while the third, although, as he says, it has been the most criminal, is left to reap the fruit of these misdeeds in empty coffers and great

debts. In these points only can the crime of the East India Directors consist; in these they resemble him, and he must be unprejudiced who imputes crime to others, only because they are like himself. Mr. Sheridan has impeded, as much as in him lay, all inquiry upon the very man who has been the agent of the others, and consequently the perpetrator of their misdeeds, "lest he should risk a division of his Majesty's ministers;" yet he is "friendly to inquiry," and will give his support. Do you believe he will? does any man? It is possible Mr. Sheridan may keep his word, and another miracle be worked. But, my Lord, as he has left the Nabob in the desert to perish, I fear he will not lead you to the land of promise; his stuff is not very corrigible, and his self-sufficiency is quite commensurate with his talents. You know what dependance to place upon such a man with such "royal blood," and such patriotism. Mr. Wyndham too, I am sorry to say, has disappointed my expectations—upon one of Mr. Paull's motions he started up a *volunteer*, and interposed his voice, and the authority of his abilities, to bring the charges against the Marquis on the table of the House. At what *muster-roll* of the *last* ministry

Mr. Wyndham was found a *deserter* from his own *volunteer system*, enlisted as a *regular* amongst the *sharp-shooters* of that ministry, and the Grenville *guards* of the Marquis; or whether he is in *training* under his own *bill*, or raising *auxiliaries* to attack the man whom Mr. Sheridan has denominated "a criminal," I know not; but I could wish Mr. Wyndham not to come up by *forced marches*; his years and experience claim veneration; his wisdom and erudition our reverence, his country therefore expects that he will not *club the battalion*, but preserve his character, exert his abilities, and give his cordial co-operation with your Lordship's in the proposed investigation. The people have conceived some opinion of the personal honour and integrity of Mr. Wyndham; that he loves justice, and his heart is open to the touch of humanity; such a man would be unhappy, should he yield to any solicitation inconsistent with his duty and feelings; his reputation with the public, and his own happiness, are therefore to abide the result of his conduct on this question. My Lord, your views are noble, constitutional, and calculated to redeem our national character with the princes of the East, a redemption most devoutly to be wished: the

Eastern Empire is one of our most important possessions, a vast source of our wealth, and the great support of our country; without these possessions we could not pay our taxes. Impressed with these considerations, proceed, my Lord, to accomplish those views. I trust there is yet in the bosom of my countrymen an active energetic spirit, that will not fail to come forth when your serious endeavours shall invoke it to your assistance; that will unequivocally answer your invocation; that will animate the timid, and fix the irresolute; a spirit that you will find ready to join in every labour, every task, which justice, moderation, and public honour can impose upon it. Even in the House of Commons, I would fain think you will find a certain portion of this spirit among men, who have hitherto concealed it from false shame,—partial ignorance—feelings for individuals—hopes or fears—who remain to be led on to their duty, and who will then do it without any other impulse and without hesitation. The glory of being their leader is reserved for your Lordship—a glory that will excite equally the envy and admiration of every Englishman, and of all Europe; one which will immortalize, and place you upon the first record of

English patriots; if your inquiry proceed upon a cool, steady, deliberate principle, unmixed with anger and scurrility, (qualities that disgraced the managers of Mr. Hastings' impeachment, and Lord Melville's too), an inquiry which justice has incited; let prudence invigorate, moderation characterise, and the love of your own fame sustain—the end is, the sacred establishment of our national honour and humanity; be the means dignified, patient, and equable.

I have had occasion to address several men of high rank before, one illustrious personage (by birth) in particular; in doing so, it has been my misfortune to have committed a complicated crime, to have made them angry with me—more so with themselves; most so in having used arguments unanswerable upon truths—irrefragable, with the most critical justice in their applications. It is true, my Lord, I did not address either upon even the prospect of performing, much less on a performance of, any one public duty, or upon an *attention* to and discharge of any social or private virtue. My letters have therefore been painful to myself; and not very agreeable to their objects; vice must be

lashed; corruption and depravity lose no part of their foul contagious quality, because they are introduced into society by persons of exalted station—on the contrary, it is under such patronage that they most thrive and spread. When I have therefore found men of high rank vicious, and so insensible as not to regard the exposition of their vice, I have personified the vice in the man, and exposed them both together without ceremony or reserve;—titles, honours, I worship not; a fool may have the former, and a knave the latter. Lord Temple is distinguished by a title, Mr. Sheridan may be; I love honesty and public spirit. I should esteem myself honoured by the friendship of Mr. Paull, while I should loath the disgraceful compliment of acquaintance with the Marquis Wellesley. I hear he has commenced a prosecution against the publisher of a speech made by Mr. Paull; in the result Mr. Paull must be the object. This is spirited, betraying a just sense of his honour, and a determination to redeem his character; so the Marquis thinks—so his friends advise: but we know he has not always thought justly, nor his friends counselled always safely; a proud and elevated mind, irreproachable in itself, and conscious of its own

purity and rectitude, would have met every charge; answered it, and found his acquittal by the laws of the land, before he had applied to those laws for redress, and punishment of him who sought only by legal and justifiable means a great national end. But the Marquis will not by this prosecution deter others from thinking, speaking, and acting; nor will he elude the public vigilance, or escape parliamentary inquiry.

As a stranger to your Lordship, I ought perhaps to apologize for addressing you; if so, my motive must plead my excuse; it is at least a disinterested one. In *this* respect it is like your Lordship's, and, if I know not so well as you the extent of those causes which call for a parliamentary inquiry, I am perfectly sensible that I know enough to justify it; and, that the public may be acquainted likewise with some of them, I have annexed to this letter the East India Company's intended Despatch to Marquis Wellesley, which that virtuous, conscientious, good member, Lord Castlereagh, kept back.—I recommend to the public the perusal of this epitome—this miniature of the faith—obedience—duty—humanity—and justice of the good Marquis Wellesley.

I have the honour to remain

Your Lordship's

Obedient servant,

AN ENGLISHMAN.

No. I.

COPY-LETTER from the COURT OF DIRECTORS in the Political Department to the Governor-General in Council, dated 28th November, 1804.

Our Governor-General in Council, At Fort William, in Bengal.

1. ON the 9th of September a dispatch was received by our Secret Committee from the Governor in Council in Bombay, dated 17th May, 1804, referring to sundry enclosures, by which it appears that the Governor-General had come to a determination to commence hostilities against the Mahratta Chieftain Jeswunt Row Holkar, both from Hindostan and the Decan. By these enclosures it further appears, that the orders which were issued for the commencement of hostilities are in the name of the Governor-General only, without mention being made of his Council. This would seem to in-

Hostilities against, Jeswunt Row Holkar.

dicate, that the Governor-General had directed hostilities to be commenced on his single authority, without any concurrence on the part of his Council: if the fact be so, such an assumption of authority on the part of the Governor-General cannot be justified by any existing act of the Legislature.

2. Our attention is the more attracted to this circumstance, from a reference to the Governor-General's late orders to Major-General Wellesley, of the 26th of June, and to Lieutenant-General Lake, of the 27th July, 1803, delegating to those officers, respectively, extensive powers, both civil and military. To these instructions the same reasoning applies; and however we are led to entertain doubts, whether some of the powers therein granted are not of a nature and description, which even the Governor-General in *Council* is unauthorised by law to delegate, we can have none, that the powers of the Governor-General alone (more especially when exercising his functions in his own Presidency) are wholly incompetent to such a delegation.

3. The Governor-General's letter to the Commander in Chief, directing him to undertake active operations against Holkar, without

waiting for further orders; his letter to Major-General Wellesley, directing that officer to cooperate with the Commander in Chief; and his instructions to Major Malcolm, Resident at the Court of Dowlut Row Scindia, in consequence of this determination, are all dated the 16th April, 1804. But it was obviously the duty of the Governor-General, agreeably to the directions in the 42d clause of the Act of the 33d of his present Majesty, cap. 52, to have communicated, at the same time, to the Court of Directors, or the Secret Committee, by the most expeditious means, the resolution he had come to for commencing hostilities against Jeswunt Row Holkar, together with a full statement of the information and intelligence upon which such hostilities were to be commenced, and his motives and reasons for the same, at large.

4. It was, likewise, contrary to the invariable usage of the service, that no direct communication of the Governor-General's determination to commence hostilities against Jeswunt Row Holkar was, at the same time, made to the Governor at Bombay, with reference to the circumstances which required their immediate exertions, in the preparations necessary to be made upon such an occasion, and instructions

in consequence: instead of which, it is left to the option of Major-General Wellesley to make the communication to the Governor of Bombay, at such time as he might think proper. Even the communication to the Bombay Government, by an order from the Governor-General, singly, of a measure of such great importance, would have been deficient in the legal authority with which such a proceeding should have been conveyed.

5. The Governor-General's letter to Major-General Wellesley upon this occasion, of the 16th April, 1804, was forwarded to him at Bombay, where he was then residing, and by him communicated to the Governor of that Settlement: upon which we must remark, that had the Governor-General forwarded, at the same time, to the Bombay Government, for transmission to Europe, a dispatch from himself, either to the Court of Directors, or to the Secret Committee, agreeably to the injunctions of the Legislature, we should have been able, at the present moment, to have formed a decisive opinion of the reasons and motives upon which the Governor-General's resolution for commencing hostilities against Jeswunt Row Holkar was founded.

6. We feel that we have the more reason to complain of this omission, as we have since received dispatches from Fort St. George, dated the 6th June, 1804, and from Bombay, of the 6th July, 1804; whereas our latest advices from Bengal are dated as far back as the 23d March, 1804. Had advices been dispatched over-land to us from Bengal, even so late as the beginning or middle of June, we must now have been in possession of any information and intelligence from the Governor-General himself, of the grounds upon which he has directed hostilities to be commenced against Jeswunt Row Holkar, instead of being left, as we are at this moment, in total ignorance of the ground of the rupture, long subsequent to our being informed of the commencement of the war. We are the more impressed with this neglect, as his Lordship, after announcing to us, in his dispatch of the 20th June, 1803, the then critical state of the discussions between the British Government and the Mahratta Powers, preserved, after hostilities commenced, and nearly throughout the entire period of the war, upon grounds which appear to us altogether unsatisfactory, a silence of nearly five months, whilst we were receiving from every quarter, except that from which, of all others, we had a right to expect it, even from the Calcutta Gazettes themselves, for-

warded from Bombay, details of events in India, without any intermediate advices from our Governor-General in Council.

7. The reasoning contained in the above paragraphs might naturally seem to lead us to the consideration of other measures of his Lordship's government, which have attracted our serious attention; but our purpose, at the present moment, is to confine ourselves to such observations and directions, as grow immediately out of, and are connected with the dispatches lately received from Bombay, reserving, for a future opportunity, the expression of our sentiments upon those measures.

8. Although destitute, at the present moment, of the means of forming any judgment of the origin of the war, we feel it necessary to enter into some consideration of the subject, as far as the enclosures in the dispatches from Bombay, and documents previously received, enable us to do, more particularly with regard to the instructions addressed by the Governor-General to Major Malcolm, dated April 16th, in which an intention is announced (should success attend the progress of our arms in reducing the power of Juswunt Row Holkar) to divide the possessions of the Holkar Family between the Peishwa,

the Soubadar of the Decan, and Dowlut Row Scindia, subject, however, to a provision for Cashée Row, and for such of the legitimate branches of the Holkar Family, as may not have been concerned in the violation of the public peace, or in the supposed crimes of Jeswunt Row.

9. The nature and extent of this provision is not detailed; but we are led to apprehend, from the fourth and fifth paragraphs of the instructions, which authorise Major Malcolm to hold out to Scindia, and even reduce such a declaration into the form of a Treaty, that it is proposed, after giving Chandore and its dependencies to the Peishwa, and the other possessions south of the Godavrey to the Soubadar of the Decan, to deliver over to Scindia the greater part, if not the entire of the residue of the Holkar territories, provided Scindia shall exert himself in the reduction of Jeswunt Row; thereby intending, if we understand correctly the instructions in question, that the Holkar Family shall hereafter cease to subsist as one of the substantive Powers of the Mahratta Empire.

10. Although, under all the circumstances of the case, no member of the Holkar Family should be considered as absolutely entitled to be put in possession of the entire of those dominions, if conquered from Jeswunt Row, in consequence of his supposed aggression, by the company and their allies, yet we cannot reconcile to ourselves, that the principle of forfeiture should be pushed to the length which these instructions seem to authorise.

11. In the case of a war commenced upon grounds clearly legitimate, against a Prince with the most legitimate title, we should be unwilling (except under circumstances of a special nature) to push the rights of conquest to the entire subversion of his power. This principle applies with more force, if the sovereign, *de facto*, is an usurper, and the rightful sovereign has been, in no respect, a party to his aggression. We feel, however, that there are special circumstances in the present case, which not only strengthen the general principle, but which strongly incline us to apply it to the case of Cashee Row.

12. We concur in opinion with the Governor-General, that the general tranquillity of India can best be established on a permanent founda-

tion, by securing to every state the free enjoyment of its just rights and independence, and by frustrating every project calculated to disturb the possessions, or to violate the rights of the established Powers of Hindostan or the Decan. Upon this principle, how criminal soever the conduct of Jeswunt Row Holkar may have been, of which we are at present entirely ignorant, we see nothing, in the present case, which, either in justice or in policy, should deprive the Holkar Family of the general benefit of its application, or should lead us now to concur in the virtual extinction of one of the established Powers of the Mahratta Empire. But when we look to the personal case of Cashee Row, and the reasoning contained in the Governor-General's instructions to Colonel Close, of the 11th of February, 1803, namely, that the rights of Cashee Row were founded on grounds so indisputable, as not to admit of abrogation, even for the purpose of inducing Jeswunt Row Holkar to remove, without the risk of war, from Poona, we must feel additionally disinclined, on account of any acts done by Jeswunt Row, without the participation of Cashee Row, to withhold from the latter the entire, or even the greater part of his acknowledged dominions, leaving him only a provision in the limited sense we understand it.

13. Our wish would have been to see the legitimate heir of the Holkar Family restored, without a struggle, to the undiminished possessions of his ancestors; but after having been, for nearly seven years, out of possession of the same, the government and resources of his state having passed into other hands, and been employed against other Powers, without Cashee Row having, in himself, the means of preventing or of recovering the same; we feel, that it would be pushing the principle of generosity beyond its just limits, if after Cashee Row shall have been restored to his dominions by the exertions of the Company and their allies, he were to enjoy the same without diminution, or being subject to any tribute of recompense, to those to whose arms he may have been indebted for the recovery of his birth-right.

14. Under all the circumstances of the case, our desire is to restore to Cashee Row the possessions of his family, if he shall be disposed to consent to such reasonable deduction, not exceeding one-fourth of the whole, as may be considered a fair compensation for just claims, if such there should be on the part of our allies, and for services rendered to him by us which he was incapable of achieving for himself.

15. With respect to the disposal of the territories so to be with-held on the restoration of Cashee Row, we are perfectly willing to wave, on the part of the Company, all claim to participate in them. After the declaration made by the Governor-General's authority to our allies, and particularly to Scindia, we are desirous, that any exertions they may have made, or any services they may have rendered against Jeswunt Row, should be liberally rewarded; and we desire, that the portion of the territories in question may be applied to that purpose.

16. Adverting to the best estimate we have been able to procure of the entire revenues of the Holkar Territory, we apprehend that the proportion above alluded to, will form an adequate fund for the liberal remuneration of our allies. Should our Governor-General in Council, however, be of opinion, that any further compensation is necessary, which we can hardly conceive, rather than fail in what may be deemed due, in good faith, to our allies, or consent to a more extensive dismemberment of Cashee Row's dominions, we shall prefer allowing a compensation for the same in some other suitable manner.

17. We feel it scarcely necessary to remark, that the above directions are given upon the supposition, that the war has been declared against Jeswunt Row Holkar upon grounds, the justice of which we shall hereafter approve. Should we have the misfortune to differ with our Governor-General in that respect, we must desire to be understood as reserving to ourselves the right of modifying these our instructions, in such manner as circumstances may appear to us to require.

18. In addition to what we have already observed, respecting the omission of sending us early dispatches on the subject of the war with Holkar, we have further to remark, that notwithstanding the peace was signed with the Rajah of Berar on the 17th, and with Scindia on the 30th of December, 1803, we have not yet received the several treaties, which from the 9th Article of the Treaty of Peace with Scindia, from the 10th Article of that with the Rajah of Berar, as also from the Governor-General's instructions to Generals Lake and Wellesley, previous to the late war, we have reason to suppose

have been concluded with subordinate states, both in Hindostan and the Decan.

We are,

Your affectionate friends,

(Signed)

- W. F. ELPHINSTONE,
- CHARLES GRANT,
- HUGH INGLIS,
- W. DEVAYNES,
- THOMAS PARRY,
- WM. BENSLEY,
- JOHN TRAVERS,
- PAUL LE MESURIER,
- GEORGE SMITH,
- ABRAM ROBARTS,
- SIMON FRASER,
- S. TOONE,
- G. W. THELLUSSON,
- STEPHEN WILLIAMS,
- WILLIAM THORNTON,
- JOHN INGLIS,
- JOHN MANSHIP,
- J HUDLESTON,
- STEPHEN LUSHINGTON.

East-Inda House, London,
28th Nov. 1804.

No. H.

*COPY-DRAFT of a Dispatch proposed by the
COURT of DIRECTORS, to be sent to the
Government of Bengal, the 3d of April,
1805.*

No. 128.

IN our Political Dispatch of the 28th of November, 1804, after animadverting on the conduct of our Governor-General, Marquis Wellesley, in omitting to inform us of the orders he had issued for commencing hostilities against the Mahratta Chieftain, Jeswunt Row Holkar, an omission contrary to obvious propriety, as well as the positive injunctions of an Act of Parliament, and productive of serious inconveniences at home, we intimated an intention of delivering, on a future occasion, our sentiments on other measures of his Lordship's Administration, which had made a deep im-

pression on our minds. We now proceed to perform that intention. On several occasions we have found ourselves called upon to bestow our warmest commendation on the measures of Marquis Wellesley; and that we have embraced those occasions with pleasure, may be evinced by the testimonies given him of our approbation, which have not been exceeded by those conferred on the most illustrious of his predecessors. It has been with the sincerest regret, that we have seen other proceedings of his Lordship, which it was impossible for us to contemplate with satisfaction. Our free opinions upon those measures have been long withheld, partly from reluctance to convey censure, and partly in the hope, that single acts, as they for a time appeared, of an exceptionable nature, would not occur again. We still retain all the consideration for the talents of Marquis Wellesley to which they are justly entitled, and are still willing to bestow our praise upon every measure of his government, which has been, in our judgment, calculated for the public good: but after deliberately reviewing the course of his proceedings for some years past, there appears in it such a series of deviations from the constitution established by law for the government of British India, and from the usages of our service; such frequent instances of disre-

gard, in affairs both of greater and inferior moment, to all other authorities, and of continued assumptions of new authority by the Governor-General himself, that the character of our Indian Government has, in his hands, undergone an essential change. It has, in fact, been turned into a simple despotism; the powers of the Supreme Council have been completely absorbed; the subordinate governments have been reduced nearly to the condition of provinces of the Bengal Presidency; the authority of the Court of Directors has, in many instances, been disregarded; informations of the most important and necessary kind have been withheld from this country; very great irregularities and defects have taken place, in recording important transactions; instead of that economy in public expenditure, which the spirit of the constitution of British India, as well as the constant tenor of our instructions has enjoined, there has been, in many instances, a needless profusion, which has contributed to swell the Company's debt, now increased to an enormous amount; and with regard to foreign relations, although the law has not only prescribed principles of moderation, justice, and good faith, towards all the Native Powers, but expressly forbidden schemes of conquest and aggrandisement, the spirit and intention of that salutary

regulation have been signally violated, and the Company plunged deeper than ever in wars, which, without entering here into their character and consequence, could not, without designs of aggrandisement on the part of the Governor-General, have taken place. These wars, and all the political powers of government connected with them, have been directed by the personal authority of the Governor-General; and, in a word, his sole will and his sole power, have instituted all the most important measures internal and external, originating abroad during the latter years of his government. Deeming it one of the most indispensable parts of our duty, to maintain, in its spirit and entireness, the constitution formed by the wisdom of the legislature for the government of our Eastern Possessions, it is impossible for us, however painful the task of animadversion may be, to pass over in silence numerous and alarming infractions of that constitution, and of principles and usages consonant to it, which reason and experience have established in our service. This is a matter that respects not the personal conduct of Marquis Wellesley only, but the conduct of our governments, and the welfare of our affairs in future time.

We shall, therefore, proceed to a statement of transactions, which, in their detail, will unfold and substantiate the positions here specifically advanced, not meaning to enumerate all the instances that might be adduced, and having specially in view the prevention of such evils and irregularities hereafter.

Infractions of the Law and the constitutional authority & rights of the council.

By the 24th Section of the Act of the 33d of his present Majesty, cap. 52, the whole civil and military government, and the management of the territorial acquisitions and revenues of the three Presidencies, respectively, are vested in the respective Governors and three Counsellors, the Governors and Councils of Fort St. George and Bombay being, however, subject to the superintendance and controul of the Governor-General in Council of Bengal. The establishing of a separate correspondence between the respective Governors, in India, and the authorizing of the Governors to record or withhold any part, or the whole, of such correspondence from the knowledge of their respective Councils, as they may think proper, is not warranted by law; and any orders and instructions issued by the Governor-General, without the concurrence of his Council, to the Governors of Fort St. George and Bombay, and acted upon by them, without the knowledge and concurrence

of their respective Councils, must be considered as illegal, the civil and military government of the three Presidencies being thereby taken out of the hands of the respective Councils, in whom by law it is vested, and confined to the three Governors only. Yet this has been the avowed practice in the Government of Marquis Wellesley; and we have to remark, in particular, that no part of the correspondence carried on between him and Lord Clive in the years 1800 and 1801, relative to so important a subject as the future succession of the Carnatic, in the event of the death of the Nabob Omdut ul Omrah, has yet been recorded.

In our letter in the Political Department to the Government of Fort St. George, of the 2d March, 1803, we directed that the correspondence between our respective Indian Governors, unless under circumstances of a most peculiar nature, (which can but seldom occur, and when they do we ought to receive the earliest intimation thereof) should be carried on by the Governors *in Council*, as formerly. But, to our very great surprise, we find, by advices from that Presidency, that upon those orders being communicated by the Madras Government to the Governor-General, he without alledging any peculiar circumstances, or at all noticing

the subject to us, directed that the separate correspondence should be continued without variation, thereby confirming a practice, not only illegal in itself, but involving also a breach of the positive and recent orders of the Court of Directors. We therefore direct, that from henceforth this separate correspondence be discontinued.

The next circumstance to which we shall allude, as derogatory to the rights of the Council, is the appointment of the Honorable Henry Wellesley, on the 5th of July, 1801, by the sole authority of the Governor-General, then at Calcutta, with instructions from himself to negotiate a treaty with the Nabob of Oude, which was concluded on the 10th of November, and ratified by the Governor-General on the 14th, without any reference being made to his Council: neither does it appear until the treaty was ratified, that the Council was acquainted with the progress of the negotiation, or even that any negotiation was pending.

The deputation of the Honorable Henry Wellesley to negotiate a treaty with the Nabob of Oude, under instructions from the Governor-General solely, cannot be considered otherwise than as an assumption of authority on the part

of the Governor-General, not warranted by the Act of Parliament. The Council ought to have been apprized of the negotiation, and to have had its share in the deliberations, since, by the Act of the 13th George III. cap, 41, sec. 8, the powers of Government given to the Governor-General and other Governors in the different Presidencies, are to be exercised in their respective Councils, in which Councils, in case of a difference of opinion, the determination rests with the major part of those present. The subsequent appointment of Mr. Wellesley, by the Governor-General only, to be Lieutenant Governor of the Provinces ceded to the Company under the Treaty with the Nabob Vizier, was further highly objectionable, on account of that gentleman not being in the Company's service.

In the second paragraph of our Dispatch, in the Political Department, of the 28th November, 1804, on the subject of the extraordinary powers vested in Lieutenant General Lake and in Major General Wellesley, by instructions of the 26th June and 27th July, 1803, we have already observed, that "however we are led to entertain doubts, whether some of the powers therein granted are not of a nature and description, which even the Governor-General *in Council* is unauthorized by law to delegate

"we can have none, that the powers of the Governor-General alone (more especially when exercising his functions in his own Presidency) are wholly incompetent to such a delegation." We refrain from noticing several instances which have occurred, where, in matters of less moment than those above stated, the Governor-General has acted without the knowledge and consent of the Council.

But it is impossible for us here to avoid remarking, that minutes from the Governor-General have been entered upon the Consultations, at which he was not present; that such minutes bear date some days prior to the Consultations, and contain propositions, upon which orders had been issued and carried into operation, previous to their being brought on record. Such evident irregularities in the form of your Proceedings must be in future avoided.

The Governor-General, by his own authority, independently of his Council, could not legally issue the orders to Lieutenant General Lake and Major General Wellesley, dated at Barrackpore, the 16th of April, 1804, directing hostilities to be commenced against Jeswunt Row Holkar. Equally illegal and irregular were the communications made of those orders to the Residents

at the respective Durbars of Dowlut Row Scindia and the Soubahdar of the Decan, through the medium of the Governor-General's Private Secretary. Those communications should have been made by the Public Secretary to the Governor-General in Council, as directed by the Act of Parliament.

In noticing some of the striking instances in which the Governor-General appears to have acted without the concurrence of his Council, we cannot refrain from expressing our surprise, that no attempt appears to have been made, on part of any of the other Members of Council, to check the Governor-General in the exercise of an independent authority, not warranted in law, by claiming to participate, in virtue of their office, and as constituent Members of the Government-General, as by law established, in the deliberations upon subjects of such high importance, of their share of the responsibility attaching to which they could not divest themselves. It is only during the Governor-General's absence from his own Government of Bengal, that he is empowered to issue, if necessary, orders and directions to the other Governments or Presidencies, or to any of the Officers or Servants of the Company, acting under the authority of the said Presidencies: but when the Go-

vernor-General shall be at either of the Presidencies of Fort St. George and Bombay, even *that* power ceases, and the Government is to be carried on with the co-operation of the Councils at those Presidencies respectively, in the same manner as at Fort William.

Upon this subject we continue in the opinion which we have already expressed in the 10th Paragraph of our Letter, in the Public Department of the 11th June, 1800, to the Government of Madras, a copy of which was transmitted to you as usual, *viz.* "That whenever any Member of Council shall see cause of objection to any proposition coming from the Chair, we hold it to be the duty of such Member to record his opinion with perfect freedom, though with moderation and respect. And it is here proper to remark, that although, in extraordinary cases, when the Council differ in opinion from the Governor, we approve of his acting without their concurrence, agreeably to the powers with which he is invested by the Legislature; yet whenever a Governor shall so act, we expect that a free communication be held with the Council, otherwise (in many cases) it will be impossible for us to form a proper decision on the measures that may be adopted by the Governor, or to issue our orders in consequence: at the same time, we shall highly re-

"sent any opposition that shall appear to arise from factious or interested motives." We must also refer you to the sentiments contained in the concluding part of the 13th Paragraph of our letter to Fort St. George, in the Public Department of the 17th December, 1802. "That if a Member of Council is silent, or concurs in measures which, in his conscience, he thinks prejudicial to the interests of his employers, and abstains from opposing with moderation, and recording his dissent with temper, decorum, and respect to the Government of which he is a Member, he certainly is guilty of a dereliction of his duty, and must inevitably incur the displeasure of the Court of Directors."

The investing of Colonel Murray with the chief local military authority in Guzerat, independent of the Government of Bombay, if not absolutely illegal, is unquestionably contrary to usage and the constitution of the Company. The military ought ever to act in subordination to the civil power, and the authority of our respective Civil Governments over the military, within the limits of those Governments, should ever be upheld. The Presidencies of Fort St. George and Bombay are subject to the controuling power of the Governor-General *in Council*;

but the supremacy of those Presidencies over the military serving within their boundaries ought never to be questioned. We have already noticed, in our letter in the Political Department, of the 28th November, 1804, the impropriety of leaving it to Major General Wellesley to communicate, at such time as he might think proper, to the Bombay Government, the resolution for commencing hostilities against Jeswunt Row Holkar, instead of making the communication of so important an event to that Government, directly from the Governor-General in Council, at the earliest period possible.

As connected with the subject of the want of consideration on the part of the Governor-General for the rights of the Council, we must here advert to the novel practice of addressing the public dispatches to the Court of Directors, in the singular number, in the name of the Governor-General in Council. The orders of our Indian Governments are directed by the Legislature to be promulgated in the name of the Governor-General *in* Council; but it must be recollected, that the Government of the several Presidencies is in a Governor *and* Council, whose proceedings are to be reported to us, in regular Dispatches, under their own signatures, necessarily implying that those Dispatches should

be addressed in the plural number, according to the former usage. The Governments of Fort St. George and Bombay have not deviated from that usage; and we direct that the same be observed by the Governor-General and Council of Bengal, in their future dispatches to the Court of Directors.

The superintending and controuling power given by the law to the Government of Bengal over the other Presidencies, is described, as it is fit it should be, in comprehensive terms; but the intention and spirit of the law went to establish one directing authority, and by that means an unity of system in the general conduct of the Governments of British India towards foreign states, and in the general management and application of their resources, both for internal improvement and external security. Such appears to have been the understanding of the law until the time of Marquis Wellesley, before which it was not the practice of the Supreme Government to interfere, unless upon reference from the subordinate Presidencies, in the minute interior details of their affairs, much less to abridge them of any of the authority, political or military, with which the law had invested them. Such, also, was the sense of the Court of Directors, expressed very early after

Extending the controuling powers of the Supreme Government over the other Presidencies, to all the details of those Governments.

a controul over the other Presidencies was vested by law in that of Bengal; for, in their dispatch of the 9th December, 1784, they enjoined, that the Supreme Government, in the exercise of its controul, should avoid taking any steps, which might tend to diminish the weight of the subordinate Presidencies in the opinion of the Country Powers connected with them. And if the Court were thus careful to preserve the respect of those Presidencies with foreign states, in relation to whom the necessity of a controul was most obvious, much more must they have intended, that among the servants and subjects of the subordinate Governments, an equal respect should be maintained, which could be done only, by leaving to them a general freedom in the details of internal administration.

It appears to have been the intention of Marquis Wellesley to concentrate all the political powers of British India in the person of the Governor-General, and to consider the whole but as forming, with respect to him, one Government, through every part and ramification of which his authority was practically and constantly to pervade. The general tenor of his correspondence with the subordinate Governments, for some years past, seems to proceed so much upon this principle, as to render a re-

course to particular instances for illustration unnecessary. The extraordinary powers given, as already noticed, to the military officers, Generals Lake and Wellesley and Colonel Murray, by which the political and military authority of the subordinate Governments, of Bombay in particular, within the sphere of the operations of those officers, was completely superseded, afford examples in the most important affairs. The separate correspondence maintained by the Governor-General with the subordinate Governors is another instance; and, in points of a more minute kind, the following may suffice.

The Accountant of Madras having remarked on the delay and inconvenience of communicating with Bengal on matters of finance, the Governor-General in Council observed, that being determined to maintain unimpaired the exercise of the legal powers of the Supreme Government, in their utmost extent, over every branch of the administration of the subordinate Presidencies, he could not pass without censure any attempt to frustrate the just authority of the Governor-General in Council.

This direct interference is also extended, in another instance, to Bombay, as appears by the

following extract of a letter from the Chief Secretary of Bengal to the Secretary at Bombay, dated 3d February, 1803.

“ I am likewise directed to desire, that you
 “ will inform the Honorable the Governor in
 “ Council, that His Excellency has been pleased
 “ *to order*, that Captain Hayes be permitted to
 “ draw the pay and allowance of First Captain
 “ of the Bombay Marine Establishment, from
 “ the date of the surrender of Ternate to the
 “ British arms, until he shall be regularly pro-
 “ moted to that situation, as a further testi-
 “ mony of His Excellency's approbation of
 “ Captain Hayes's general services, &c. &c.”

Again, in the year 1801, when Marquis Wellesley directed troops to be sent from Bombay to the Red Sea, the Governor, Mr. Duncan, and both the Members of Council, recorded minutes, stating it as their opinion, that the Settlement of Bombay would, by this drain of troops, be left in almost a defenceless state, if any attack should be made upon them by the French, and of which there then appeared to them some probability.

These opinions, so entered, Marquis Wellesley calls discussions inconsistent with the prin-

ciples of subordination and due gradation of authority. Thus the principles of extending the controuling powers of the Supreme Government over all the details of the other Presidencies, is not only directly avowed, but even a decent freedom of opinion, on their part, censured as a resistance of it.

We are aware, that it might be difficult, and would be inexpedient to define, by any exact line, the limits beyond which the interference of the Supreme Government ought not, in any cases, or circumstances, to go, even in the internal affairs of the subordinate Presidencies, and we would be far from countenancing in them any thing like a spirit of disobedience or resistance; but we think it clear, that the law did not intend the Supreme Government should assume the direction, in detail, of the business of the other Governments, as it does the direction of any of the divisions of country under the Bengal Presidency. We know that this is contrary to the intention of the Company and to past usage, and we believe, and we likewise know, that the effects of such a system would be very prejudicial to the affairs of the Company, because it must be impossible for one man, or for three or four, having under their immediate management vast concerns, to ex-

tend their care to the domestic details of other Governments, also of vast extent and complexity; and because the continuance of such a practice would deprive the Governors and Councils of the subordinate Presidencies of that independance and energy of mind, necessary generally for men placed in their high situations, and of the greatest importance in critical conjunctures which may be expected to arise.

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The foregoing recital exhibits, in cases of great moment, instances of conduct, which fall directly under this head. Many others occur, which are of various degrees of importance; but all serve to establish this truth, that the Governor-General has assumed to himself a discretion to dispense with obedience to the orders of the Court, when no necessity could be pleaded for the exercise of such an unwarranted liberty among those instances are the following:

1st. In continuing Sir George Leith, who was not a servant of the Company, in the office of Lieutenant-Governor of Prince of Wales' Island, after the Court had twice directed his removal. The resistance to our orders, in this respect, was upon the plea, that a full and complete report of the state of affairs upon that

Island was in preparation by Sir George Leith, and that, therefore, his removal would be of public detriment: but it was not until after we had a third time issued orders for his removal, that another person was appointed. The expected report from Sir George Leith does not appear to have been made.

2d. In granting 30,000 Rupees to Major-General St. John, and 6,000 Rupees to Captain Pilkington, neither of them servants of the Company, as a compensation for loss of baggage: a most wanton misapplication of the Company's money, and in a mode forbidden by a standing order. It is to be remarked, that the grant to Captain Pilkington was made subsequent to the receipt of our orders, directing the sum granted to Major-General St. John to be refunded.

3d. In appointing Mr. Ewer to be sole Commissioner for investigating the Affairs of Fort Marlborough, instead of a Commission consisting of three Persons, as ordered by the Court of Directors.

4th. In the grant of a pension to Mr. Scawen, of Sa. Rs. 12,000 per annum, instead of appointing him to an office with a salary not ex-

ceeding that sum, as directed by us, and without assigning any reason, at that time, for such deviation from orders.

5th. In the increase of salary to the Advocate-General from C. Rs. 30,000 per annum, at which it had been fixed by the Court of Directors, to Sa. Rs. 3,000 per month.

6th. In the appointment of Mr. Strettel to the post of Advocate-General, without declaring it to be subject to the confirmation of the Court, agreeably to a standing order, that this office should not be permanently fixed without the sanction of the Court of Directors.

7th. In granting a pension to Mr. Tiretta, without any condition of the Court's approval.

8th. In continuing Captain Hook in the office of Secretary to the Governor-General in Council in the Military Department, notwithstanding our positive directions for his removal. The circumstance of the non-removal of Captain Hook is greatly aggravated, by the consideration that, after the receipt of our orders for his removal, and that a civil servant should succeed to the office, Captain Hill has been appointed Deputy Secretary in that department.

We direct, that both these appointments be immediately rescinded, and that gentlemen in the civil service be nominated to succeed Captains Hook and Hill, in their respective offices of Secretary and Deputy Secretary to the Governor-General in Council in the Military Department.

9th. In increasing the salary to the Governor-General's Military Secretary from Rs. 300 to Rs. 1,500 per month, without a previous reference to the Court of Directors, agreeably to their order of 10th June, 1801, which were known in Bengal at the time such increase was made.

10th. In continuing the allowances to Colonels Harcourt and Monson, who were charged with the Governor-General's dispatches to Europe, and pleading the case of Captain Madan, who in 1793 was sent to Europe with dispatches from Lord Cornwallis, as a precedent, notwithstanding the orders of the Court, that the case of Captain Madan should not be considered as a precedent. We must here remark, that the practice of sending packets in the charge of officers has become unnecessarily frequent, at a considerable expense to the Company.

11th. In postponing the dissolution of the College established at Fort William (which dissolution the Court ordered to be immediate) to the distant period of eighteen months, and with the express design of obtaining a reversal of the order of dissolution.

Without entering here into the merits or demerits of the plan of that institution, we must observe, that in all projected measures of importance, where urgent necessity did not require immediate decision, it has been the practice of the service to refer the proposal of such measures home for consideration. In this case there was not the shadow of necessity for hurrying to an instant decision, and there was, on the other hand, cogent reasons for referring to the consideration of the Court of Directors, a project, which involved the question of the education of the young men, who were, by their patronage, to be appointed to that service, of which the Executive Body of the Company are the natural guardians. We must confess, that the precipitate establishment of the College had too much the appearance of an intention to supersede the previous deliberation of the Court, one obvious consequence of which would be, to render the abolition or modification of an institution once formed more difficult to us: and we must here

declare our determination to resist to the utmost, every attempt, by such indirect means, to deprive us of that negative in the institution of measures, not called for by immediate necessity, which the law, for most salutary purposes, has left in our hands.

On this article, too, it is impossible to avoid remarking, that contrary to all usage, no regular statement has, to this day, been sent us, of the annual expenditure of the College, and we are left for information to the financial estimates and accounts of the year, whence indeed we learn, that both the establishment and expenditure have been excessively great. But this mode of making large disbursements from the funds of the Company, without submitting to us, in the first place, if they are matter of establishment, the grounds and reasons on which they are accorded, and in all cases, the regular details of such disbursements, is what we can by no means tolerate.

12th. In ordering the permanent settlement of the revenues of the Fort St. George Presidency, without any condition of rendering that permanency subject to the confirmation of the Court of Directors, or waiting for their determination upon that great measure. The

grant of vast estates in perpetuity is one of the highest acts of sovereignty, and ought to emanate immediately from the sovereign power: and in so momentous a concern, as that of fixing the land rents and tenures of a country for ever, where, too, such a principle was altogether new, and the real value of the lands, in many cases, very imperfectly known, the utmost caution and circumspection were required; which considerations, with the example of the Bengal Government under Marquis Cornwallis, in a similar case, ought to have produced an imitation of that example in a previous reference to this country, against which no exception or expediency could justly be pleaded.

13th. In transferring the management of the provinces of Malabar and Canara from Bombay to Madras, without waiting the sanction of the Court.

14th. In renewing the Settlement at Balamangan, without the previous sanction of the Court, who have not even been advised of the measure, except in a communication from the Government of Madras.

15th. In continuing to make advances on account of buildings, &c. beyond the bounds

prescribed in the Court's letter in the Military Department, of the 28th August, 1801, which limited the disbursements for buildings, and for the purchase of lands for that purpose, in the Public and Judicial Departments, to the sum of one lack of rupees per annum. Notwithstanding the positive and distinct line prescribed by that letter, which was received in Bengal in February, 1802, it appears that the advance made in 1802-3, on account of the new Government-house alone, amounted to Sa. Rs. 2,02,887, and for the purchase of houses and grounds on the same account, to Rs. 125,000, making together the sum of Rs. 327,887. We must here remark, that although the before-mentioned orders, limiting the expense in the Judicial Department, were communicated from the Military Department to that Department, they have not been replied to, or even the receipt thereof acknowledged, although orders of the same date and by the same conveyance, and in the same Department, were regularly replied to, under date the 17th April, 1802.

We have much reason further to complain of the defective state of the information respecting the new Government-house, a work of unexampled extent and magnificence, and which was undertaken without any previous or regular

communication to us of such a design, of its necessity, or the scale of its expense. Although this work was begun in June, 1798, and appears to have been carried on at an enormous cost, the first intimation which we received relative thereto, was in a letter from the Governor-General to our Chairman, dated the 2d April, 1801, transmitting several statements, &c. of reductions in the Civil and Military Departments, among which was a statement tending to prove, that it was cheaper to erect new buildings (including an estimate for building a new Government-house) than to repair the old buildings, or to continue to rent, as heretofore. The expense of building a new Government-house was estimated at Sa. Rs. 5,79,838; whereas it appears, that the advances for the building alone exceed that calculation by nearly three lacks of rupees, and including the purchase of ground, by above seven lacks and a half of rupees, making an expenditure of Rs. 13,38,879, or £167,359, upon a building begun in 1798, without our knowledge and previous consent, and without any information being communicated to us respecting the progress of the building and the expense attending it, until the work was completed, when the plan and elevation were transmitted and referred to us, in a letter from the Governor-General in Council, dated

27th February, 1804. Our being kept so long uninformed, with respect to the expenditure of so large a sum as upwards of thirteen lacks of rupees, or £167,000, forms a striking contrast to the information contained in your dispatches, from time to time, respecting trifling expenditures, particularly in the 64th paragraph of your Military Letter of the 28th February, 1803, by which we are acquainted, that you had authorised the sum of ninety-seven rupees, thirteen annas, to be disbursed in the repair of the temporary military buildings at Captain-gunge.

On several points, upon which we have had occasion to animadvert in our dispatches to your Government, it has been observed by you in reply, "that the Governor-General would address the Court separately on the subject:" but scarcely in any single instance has this promise, on the part of the Governor-General, been fulfilled, which at least implies a deficiency in that respect which is due from the Governor-General to the Court of Directors, and must, in effect, be considered as an evasion of the duty required from him.

We have been led to the foregoing painful recital of some of the principal instances in

which the orders of the Court of Directors have either been evaded or disobeyed, for the purpose of impressing upon the minds of our Governor-General and our Council, the necessity of a due submission to our orders in future, as well for the sake of the example which such a conduct on the part of the Supreme Government in India is likely to produce in the minds of the subordinate Governments, and in the minds of our servants in general, who might thereby be taught to imbibe sentiments of insubordination, dangerous to the existence of the Company's authority in India, as for the sake of conveying to you our determined resolution to resent any future instance of similar disobedience to the plain and positive orders of the Court of Directors, on the part of any of our servants, in an exemplary manner. We think it necessary, at the same time, to remind our servants in general, particularly such as are high in station, that by the 65th clause of the Act of the 33d of His present Majesty, it is enacted, "That the wilful disobeying, or wilfully omitting, forbearing, or neglecting to execute the orders or instructions of the Court of Directors of the said Company, by any Governor-General, Governor, President, Counsellor, or Commander in Chief, or by any other of the officers or servants of the said United Com-

"pany in the East Indies, (unless in cases of necessity, the burthen of the proof of which necessity shall lie on the party so disobeying, or omitting or forbearing to execute such orders and instructions, as aforesaid), and every wilful breach of the trust and duty of any office or employment, by any such Governor-General, Governor, President, Counsellor or Commander in Chief, or by any of the officers or servants of the said United Company in the East-Indies, shall be deemed and taken to be a misdemeanor at law, and shall or may be proceeded against and punished as such, by virtue of this act."

Before we quit this unpleasant subject, we wish to impress upon the minds of our superior servants in India, that when they venture to deviate from orders which they may receive from home, without being able to assign the most substantial reasons for so doing, it is not merely the authority of the Court of Directors that is contemned, but it is setting at naught the authority of the Board of Commissioners for the Affairs of India, appointed by His Majesty, in virtue of an Act of the Legislature, since no orders can be issued by the Court of Directors to their Indian Governments, that have not previously received the approbation of that Board.

A wanton disobedience of orders so sanctioned, if permitted with impunity, might lead to consequences in our Indian Empire, the magnitude of which we cannot contemplate, without experiencing a considerable degree of emotion.

We must here express our concern, that the Governor-General should have been induced, in his letter to Lord Clive, of 28th November, 1801, to give so unqualified an approbation of the sentiments of insubordination, contained in Lord Clive's letter to our Chairman, of the 15th October, 1801, and to express his entire concurrence in the general spirit and substance of that letter. To nominate to any particular office under our several Presidencies, and to remove from office, without assigning any special reason for so doing, is a right inherent in the Court of Directors, and which we shall continue to exercise whenever we may see occasion. Instead of declaring, as the Governor-General has done, that in the instances alluded to, this power has been exercised in a manner highly dangerous in its general operation to the existence of the local Government of Madras, it was the duty of the Governor-General to set an example of submission to the measures adopted by the Court of Directors, and to have stated the objections which occurred to his mind, in a respectful re-

presentation to the Court. The existence of the local Government of Madras, after affording such an example, was likely to be much more endangered by the Governor-General not having followed this obvious line of his duty, than by the Court of Directors having exercised a right, which they indisputably possessed, of appointing and removing from office, whenever they might think such interference on their parts to be necessary; a right, however, which though they may occasionally deem it necessary to assert, they have long made it a rule not to exercise but upon extraordinary occasions. To the support Lord Clive received in this proceeding from the Governor-General, may be, in a great degree, ascribed his subsequent conduct towards the Court of Directors, whom, whilst yet under the oath of fidelity he had taken to the Company, he insulted, by a letter which not only struck at their authority, but at the whole political existence of that Body, under whom he was then acting as Governor of Madras; a situation, from which that conduct would immediately have produced his dismissal, if he had not, in the mean time, resigned. As Lord Clive appears, in all things, to have observed the most entire deference towards and confidence in Marquis Wellesley, it is difficult to conceive, that he

could have with-held from the Noble Marquis the communication of this last act of his towards the Court ; and yet more difficult to conceive, that, possessed of it, the Governor-General could have chosen to bestow on Lord Clive those unqualified eulogiums, which closed his public correspondence with him.

Irregular innovations in the practice of public business.

At the head of several days' Consultations we observe that the following minute is entered :

“ His Excellency, the Most Noble the Governor-General, signifies, that it is not his intention to attend the meeting of Council, and desires that the proceedings which may be held at the meeting be communicated to him for his approbation.”

Between the month of January and the month of August, 1801, this minute occurs nine times. From the 21st August, 1801, to the 21st April, 1802, the Governor-General was absent in the Upper Provinces ; but between the 21st April and the 23d December, 1802, this minute occurs twenty-eight times, and between January and the 18th August, 1803, it occurs twenty-four times. Except in case of illness, we know not upon what justifiable ground the Governor-General could absent himself from Council, or

upon what authority he required the proceedings being sent to him for his approbation.

We have already remarked, in a preceding paragraph, that at some of the Consultations, at which the Governor-General was not present, minutes from him are entered, containing propositions, on which orders had been issued and acted upon, some days previous to their being recorded.

As a further instance of great irregularity, we observe, that the letter from the Governor-General in Council to the Secret Committee of the 1st of January, 1803, details some particulars of the negotiations with the Nabob Vizier, which took place *subsequent* to the conclusion of the Treaty with His Highness of the 10th November, 1801, on points arising out of that Treaty, whilst the negotiations which led to the conclusion of the Treaty were not communicated to the Secret Committee till the 14th February, 1803. It is remarkable, that the letter of the 14th February, 1803, was received by the Swallow, on the 9th July, 1803, whilst that of the 1st of January, 1803, was not received till the 24th April, 1804. We desire that it may be explained to us, why the letter of the 1st January was not transmitted by the Swallow, as well as that of the 14th February.

We direct, that in future you keep us regularly advised of all the material transactions of your Government, as they may arise, and that the progress of every business of importance, particularly such as may be of a political nature, be regularly entered upon your Proceedings, and not, as has been too much the case in recent matters, withheld from the Consultations, for months after they ought to have been recorded, and even for a considerable time after their final accomplishment.

Indeed, it seems to have been the general practice of Marquis Wellesley to commence his political negotiation, without communicating his intentions to the Council, and not to record his correspondence on the Consultations, until such negotiations were terminated or suspended.

His correspondence with the Resident at Lucknow, which began in 1798, and led to the Vizier's proposal to abdicate the Musnud in November, 1799, was not recorded until June, 1800, after the Vizier had refused to abdicate on the terms proposed by the Governor-General, and there appeared no longer any hopes of bringing him to accede to those terms.

In January, 1801, the negociation with the Nabob Vizier was renewed. Although the Treaty, which was the consequence of that negociation, was concluded the 10th November, 1801, yet the Governor-General did not record his correspondence relative thereto in regular series, until the 24th of June, 1802.

The Governor-General returned from the Upper Provinces on the 22d of April, 1802; but, with the exception of a very few letters, he did not record his correspondence with the Resident at Scindia's Durbar, which passed during his absence, until the 16th August, 1802.

His correspondence with the Resident at Poona, from July, 1801, to June, 1802, was not recorded until the 23d June, 1802, the day on which the instructions to Colonel Close were dated, directing him to recommence the negotiations for a subsidiary Treaty with the Peshwa.

The correspondence from the commencement of the negociation to the conclusion of the Treaty of Bassein, was not recorded until the 21st February, 1803.

His correspondence with Generals Lake and Wellesley, commencing in June, 1803, was not recorded until March, 1804.

We must further remark, that the first negotiation for a Treaty with the Peshwa, founded on the Partition Treaty of Seringapatam, was broken off in September, 1799. A detailed statement of this negotiation was contained in a letter to the Court of Directors, dated the 18th January, 1800.

By a letter in April, 1800, the Resident at Poona was authorised to negotiate a Treaty with the Peshwa, the object of which was to compel Scindia to remove from the Decan.

By a letter from the Resident, dated in July, 1800, it appeared, that the Peshwa, fearing for the safety of his person, invested persons with full powers to treat for him with the Resident; the Resident was, therefore, by a letter in August, 1800, authorised to treat to a certain extent.

These three last letters were not brought forward on the Consultations until the 27th November, 1800, which consultations were received here the 31st July, 1801.

In May, 1800, the Governor-General determined, that the negotiation with the Peshwa should be conducted through the medium of the Resident at Hyderabad, of which the Secret Committee were informed by the Governor-General in his letter of the 9th June, 1800.

The letter from the Governor-General in Council to the Secret Committee, dated the 31st August, 1800, also mentions the subject of the negotiation, which letter was received the 2d. March, 1801.

Of the progress of the negotiation, neither the Court or the Secret Committee were directly advised. The Governor-General, it is true, hints at a negotiation depending at Poona, in his letter to the Court, dated the 1st January, 1802, paragraph 6; and the letter from Colonel Palmer, dated 26th September, 1800, informing the Governor-General of the failure of the negotiation, is entered on Consultations the 26th April, 1801, which Consultations were received the 11th August, 1802, but to which no reference is made in the Dispatches.

The Governor-General's instructions to Colonel Close, directing a renewal of the negotiation, are dated the 23d June, 1802, and were re-

ceived with the Governor-General's letter of the 24th December, 1802, advising of the conclusion of the Treaty of Bassein, received here the 9th May, 1803.

Hence it appears, that no notice has been taken of the negotiation at Poona, either by the Governor-General, or by the Governor-General in Council, to the Court of Directors or the Secret Committee, from the 31st August, 1800, until the 24th December, 1802, when the Governor-General advised the conclusion of the arrangement with the Peshwa.

The correspondence with Cole pending the negociation, was not received until the 13th December, 1804.

Under such circumstances of silence with respect to political negociations, and of withholding from the Records all information, which otherwise they might have afforded upon points of great political importance, the Government at Home is not only totally precluded from issuing any orders relative thereto, but is also thereby deprived of the exercise of its authority over the Government in India, on points so highly essential to the general interests of the Empire as peace or war with the Indian Powers.

Further, it does not appear (as has been already observed) that the correspondence between Marquis Wellesley and Lord Clive, which passed in 1800 and 1801, relative to the future succession to the Carnatic, in the event of the expected death of the Nabob Omdut ul Omrah, has yet been recorded by the Governor-General on the Bengal Consultations.

By the orders of the Court of Directors, the correspondence with the Country Powers is to be carried on by the Governor-General singly; but all letters written by him, except in cases of emergency, are first to be approved in Council, and all letters received by him are to be laid before the Council at their next meeting;

The non-observance of this regulation, on the part of the Governor-General, will too fully appear, from the following list of letters to and from the Native Princes of India, during the year 1803, with the date of the transmission and receipt affixed.

Date

<i>Date of Letters written or received.</i>	<i>Entered on Consultations.</i>
Written 13, Septem. 1802, to Dowlut Row Scindia,	22, Feb. 1803.
Received 29, November from Ditto - - - - -	Ditto
Written 15, September to Jeswunt Row Holkar	Ditto
Received 8, December from Ditto - - - - -	Ditto
13, Ditto - - from Dowlut Row Scindia	Ditto
11, Feb. 1803, from Jeswunt Row Holkar,	25, June
Written 13, May - - to Rajah Jagojee Boonslah,	Ditto
Received 15, Ditto - - from Ditto - - - - -	23, Ditto
24, Ditto - - from Dowlut Row Scindia	21, July
Written 3, June - - to Ditto - - - - -	Ditto
22, May - - to Rajah Jagojee Boonslah	Ditto
24, Ditto - - to Ditto - - - - -	Ditto
9, June - - to The Peshwa - - - - -	Ditto
Received 31, July - - from Dowlut Row Scindia,	11, August
Ditto - - - from Rajah Jagojee Boonslah	Ditto
23, August - from Secunder Jah - - - - -	25, Ditto
6, Feb. 1801, from Rajah of Travencore -	2, Nov.
4, May - - from Ditto - - - - -	Ditto
Written 26, Ditto - - to Ditto - - - - -	Ditto
Received 6, February - from The Dewan of	Ditto - Ditto
Written 16, May, 1802 to Ditto - - - - -	Ditto
Received 11, December - from Ditto - - - - -	Ditto
11, Jan. 1803, - from Ditto - - - - -	Ditto
13, Jan. 1804, - from The Nizam, - - - - -	2, April, 1804.

The following further instances of irregularity appear upon the Proceedings; and these instances serve likewise to shew, that points in reference from the other Presidencies, on important subjects, have been entirely neglected.

A letter from the Governor of Ceylon, dated the 20th October, 1800, submitting a proclamation proposed to be issued for the regulation of domestic slavery on that island, is not recorded 'till the 4th May, 1803, and then without any remark.

A letter from the Governor in Council of Bombay, dated the 1st August, 1800, transmitting Mr. Duncan's report of his proceedings at Surat, with a copy of the Treaty concluded with the Nabob of that city, also submitting several codes of regulations for the sanction of the Supreme Government, is not recorded 'till the 31st March, 1803.

A letter from the Governor in Council of Bombay, dated the 22d April, 1800, submitting whether, under the circumstances therein stated, the pensions enjoyed by two Chieftains in the Malabar Province should be continued, is not

recorded 'till the 4th May, 1803, and then without any remark.

A letter from the Governor in Council of Bombay, dated the 7th March, 1800, wherein certain circumstances are related, involving a question of policy in regard to the Company's engagements with the Rajah of Cochin, was withheld from the Records 'till the 4th of May, 1803; when it was entered without any remark.

A letter from the Governor in Council of Bombay, dated the 20th December, 1800, upon the subject of some complaints agasnst Colonel Lloyd, of the King's service, was not recorded 'till the 4th May, 1803.

Not less than eight letters from Bombay, dated in 1801, appear to have been withheld from the Records 'till the 4th May, 1803.

A claim of the Rajah of Tanjore on the Danes, for arrears of tribute during the period Tranquebar was in the possession of the British Government, was referred by the Governor in Council of Fort St. George, in March, 1803, to the decision of your Government, and no answer thereto having been received, in the

month of September following the subject was again submitted, in consequence of the Rajah's importunity for a determination thereon; but neither of the letters in question are recorded upon any of your Proceedings hitherto received.

A letter from the Governor in Council of Fort St. George, dated the 8th July, 1803, appears on the Secret Consultations of the 28th of that month, without any remark, although it requested the instructions of your Government, relative to some deserters from the French frigate, *La Belle Poule*, and persons of that description.

A letter from the Governor in Council of Fort St. George, dated in March, 1803, transmitting several documents relative to the unsettled state of Malabar, appears likewise to have been recorded upon your Proceedings of May, 1803, without any observation.

The letter from your Government, in the Political Department, dated the 1st January, 1803, states, that a compensation had been granted to the agent of Sir Home Popham, for the services performed by the Duchess of York, schooner,

the subject having been previously referred to the consideration of the Marine Board; but the report of that Board in consequence, which is recorded on the Proceedings of the 3d February, was not made 'till the 19th of January, 1803.

By the letter in the Political Department, from Fort St. George, dated in March, 1804, it appears that a dispatch had been received by that Government in July, 1803, from the Governor-General in Council, conveying instructions for the adjustment of the claims of the Rajah of Coorg, by granting him a cession of territory, which dispatch is not recorded upon your Proceedings hitherto received.

During the administrations of Marquis Cornwallis and Lord Teignmouth, a regular correspondence was kept up with the Court of Directors in the Political Department, on subjects not requiring secrecy. Since the accession of Marquis Wellesley, his Lordship has not only confined his correspondence on political subjects, almost exclusively to the Secret Committee, but has even corresponded with that Committee on the subject of finance and investment.

On the 31st October last, the Secret Committee received your letter of the 23d of March, 1804, enclosing a copy of a treaty of defensive Alliance and Subsidy concluded with Dowlut Row Scindia, and also enclosing the Calcutta Gazette Extraordinary of the same date, promulgating the conclusion and ratification of the Treaty. The impropriety of your communicating to the Secret Committee intelligence which had been previously published in the Calcutta Gazette, is too obvious to require animadversion; and as the Secret Committee had previously received dispatches from your Government, containing communications which ought to have been made to the Court of Directors either in the Public, Military, Revenue, or Commercial Department, we direct that your correspondence, in future, with the Secret Committee, be confined to subjects strictly of a secret nature, such as negotiations in progress with any of the Country Powers; intelligence of importance which may come to your knowledge, respecting the intrigues of foreign nations with any of those Powers; and answers to dispatches received from the Secret Committee. Treaties or agreements, actually concluded with any of the Native Princes, as in the case of the

Treaty with Dowlut Row Scindia, should be at once communicated to the Court of Directors from the Political Department.

We must here remark, that during the negotiation between Colonel Collins and Dowlut Row Scindia and the Rajah of Berar, for the return of those Chieftains with their Armies to their own dominions, very little, if any thing, appears to have been transacted in writing, agreeably to the general practice in all diplomatic transactions. We do not mean to object to the conferences which took place between the Resident and those Chieftains, as preparatory to a formal proposition being made in writing; but, ultimately, the proposition should have been reduced in specific terms to writing, and the answer thereto returned in the same manner, by which means we should have been in complete possession of the opinion entertained by those Chieftains respecting the Treaty of Bassein, and have been enabled more accurately to have formed a judgment respecting the justice and policy of the war. In future negotiations of a political nature, this rule should be adhered to, it being highly improper, and even dangerous, to rest the evidence of political negotiations

upon the reports of the Governor-General's agents, instead of transacting with Princes and States by written documents, and bringing forward the letters and papers of those Princes and States, as the best evidence of their own sentiments and arguments.

Notwithstanding our frequent inculcations of economy in the public expenditure, and the revisions of establishments communicated in the Governor-General's letter to our Chairman, of the 2d April, 1801, as well as in the public letter from the Governor-General in Council of the 5th April, 1802, we have observed, with very great concern, a growing increase in the charges of carrying on your Government. The expenses of the general branch brought to account in 1802-3, the last we have yet had an opportunity to examine, far exceed those of any preceding year.

Among the various articles which have contributed to the encrease in this branch, since 1798, we shall notice the alteration made in the Secretary's Department, creating an increase of Sa. Rs. 1,50,000, or at 2s. the Current Rupee, of £17,400 annually; the Institution of the

College at Fort William, of which we have already had occasion to speak in another view, at an annual expense of between four and five lacks of Sicca Rupees, or upwards of £50,000; and the enormous excess in the Dunbar Charges of twelve lacks of Sicca Rupees, or £139,000; by which sum the amount brought to account in 1802-3 exceeds that of 1797-8.

Of the article last mentioned, the increase is, in part, owing to various new, costly, and we fear useless Embassies, particularly that to Persia. The amount charged for such Embassies, in 1802-3, is above seven lacks of Sicca Rupees, or £81,200. The expenses of the permanent Residencies at the courts of the Native Powers have been also much increased within the period above-mentioned.

The expenses we have been put to in building the new Government-house, and for the purchase of furniture, &c. for the same, fall completely within the scope of these observations. The Governor-General, in his minute of the 1st of April, 1801, on the subject of this new edifice, has referred to two statements, calculated to shew that a considerable saving would

accrue from the measure proposed by him of building a new Government-house and offices for the public service; but in order to prove the weakness of arguments founded on such hypothesis, it is only necessary to observe, that the nett expense of building the new Government-house, and purchasing the old house and ground, is estimated, in the second of these statements, at Sa. Rs. 5,40,000, or £62,600, whereas it appears by the Dead Stock Accounts, that Sa. Rs. 8,55,000, or £99,000, had been advanced for these purposes, to the 31st January, 1804; and by the first of these statements, the expense of building the Government-house, and of purchasing houses and grounds for new offices, *including a calculation for repairs*, is given at Sa. Rs. 7,74,000, or £89,784 nearly; but the actual advances, by the Dead Stock Account above-mentioned, amount to upwards of Sa. Rs. 13,20,000, or £153,120, *exclusive of any calculation for repairs*. This exposition will sufficiently shew the fallacy of estimates of the nature referred to by the Governor-General on this subject.

The sum charged for plate, furniture, &c. for

the new Government-house, in 1801-2, and 1802-3, exceeds Sa. Rs. 1,60,000, or £18,560.

We observe, also, that a considerable sum has been disbursed for the Governor-General's house and park at Barrackpore, and for making a new road thither. What we see already charged, on this account, amounts to about Sa. Rs. 46,000, or £5,300.

Among other articles of the Durbar Accounts, of the year 1802-3, that have contributed to the increase of expense, we find no less a sum than Sa. Rs. 2,81,000, or £32,600, charged for the Governor-General's visit to the Upper Provinces; near Sa. Rs. 50,000, or £5,800, for the Governor-General's gardens, &c. at Barrackpore; and Sa. Rs. 28,000, or £3,248, for fireworks and illuminations on account of the peace in Europe.

Of later splendid entertainments given to the public by the Governor-General, we have yet no other account, than the descriptions of them detailed in the Calcutta Gazettes, although we understand that the whole was at the expense of the Company.

It has always been our desire, that the dignity of the office of our Governor General should be maintained with becoming state, suitable to the genius of the national character, and to the peculiar constitution of the governing power. But we think it unnecessary and inexpedient, that he should, in his houses, his attendants, his establishments give into the style of Asiatic pomp and display. Nothing of this kind is requisite for the support of the British authority in the East, which was acquired, and has been preserved, by other means; and we think the indulgence of such a taste would have an unfavourable influence upon the British character in that quarter. If these observations are, in a political view, just, they apply also, with particular force, in the state in which our finances have been for some years past, wherein the necessity has been evident of the utmost practicable retrenchment, in every article of ordinary and accustomed charge, and much more of avoiding expenditures new and superfluous, either in kind or degree, as most of those, on which we are now animadverting, must be acknowledged to be; and they come upon the Company with the greater aggravation, because, to the extent to which they were fairly avoidable, to that extent they entail on the Company a debt, which probably cannot be discharged, without incurring an accumula-

tion of interest larger than the principal. And we feel the more regret at these needless expenditures, because the sums, so lavished, might have been applied towards the charges of the war now carrying on, at points very remote from the seat of our Government, which renders every resource of a pecuniary nature of extreme importance.

It may, we are aware, be alledged, in answer to these remarks, that the revenues of the Company have been augmented since 1798, notwithstanding the excess in some articles of expenditure; but to this we reply, that unless due economy be preserved in the disbursements, it avails little, that the public resources are increased; and although, as on a former occasion, we admit, that considerable additions have, of late, been made to our resources, yet if the augmentation of expense goes hand-in-hand with these additional resources, which appears to us to be too much the case at present, the advantages to the Company, so far as finance is concerned, are in fact less than none.

We cannot, therefore, too earnestly or too often, call the attention of our Governor General and Council to the retrenchment of every unnecessary expense in all the departments under them.

No maxim is more evidently just, than the necessity of a well regulated economy, in such a Government as that administered by the Company, in which, from the nature of things, the income cannot, unless by slow degrees and in auspicious times, be much enlarged, whilst there is a continued tendency, in all departments, to the increase of expenditure; but if this maxim is generally true, it demands peculiar regard at the present crisis, in which the Company are loaded with a vast debt, and to all the accumulated charges of carrying on their affairs occasioned by European war, have to maintain a most expensive war in India.

Strongly impressed by these considerations, we shall, besides giving these injunctions, feel it to be our own duty to go into a particular review of the various branches of the Company's expenditure, and shall, hereafter, have occasion to give you our more particular orders on this important subject.

We shall now proceed to the consideration of some subjects of great political importance, connected with the administration of the Marquis Wellesley.

It is impossible to peruse the papers on the Treaty with

the Nabob
Vizier, 10th
Nov. 1806

subject of the negotiation with the Nabob Vizier, which led to the conclusion of the Treaty with His Highness, of the 10th of November, 1801, whereby a territory is ceded to the Company in perpetual sovereignty, the gross revenues of which amount to one crore and thirty-five lacks of rupees, without experiencing a great degree of surprise and concern. / Previously to our entering upon this subject, we shall briefly advert to the origin and progress of the Company's connection with the State of Oude.

The Company's political connection with Oude commenced in 1765, by the Treaty of Allahabad, whereby a defensive alliance was formed between the Company, the Nabob of Bengal, and the Vizier Sujah-ul-Dowlah. By the second article of this Treaty it was stipulated, that in the case of the Company's forces being employed by the Vizier, the extraordinary expense of such troops should be borne by him.

In 1773 another Treaty was concluded with Sujah-ul-Dowlah, whereby the subsidy for the service of brigade was fixed at Rs. 2,10,000 per month.

Upon the death of Sujah-ul-Dowlah, in 1775, a new Treaty was made with his son and succes-

or, Asoph-ul-Dowlah, by which the expense of the subsidy for the brigade was fixed at R. 2,60,000 per month.

This subsidiary force being found unequal to the external defence of the country, and to the maintenance of internal tranquillity, other troops were, from time to time, introduced, under the denomination of Sibbendies, Temporary Brigade, &c. &c. so that the expense of these troops became an insupportable burthen upon the finances of the country.

It was therefore agreed, in 1781, to withdraw the Temporary Brigade, and all other troops, except the Subsidiary Brigade, and to augment that brigade with one regiment of Sepoys, for which the Nabob was to be charged Rs. 25,000 a month, making the whole subsidy amount to Rs. 2,85,000 per month, or thirty-four lacks of rupees per annum. Whatever further troops might be required, the Nabob was to pay for at a rate which was to be agreed upon.

In 1787 a new agreement was made with the Nabob Vizier by Lord Cornwallis, whereby the subsidy was increased to fifty lacks of rupees, including the expenses of the brigade, the residency and the stipends to the Begums. If the

Vizier should demand more troops, the excess was to be paid for. It was also agreed, that a Resident should continue at the Vizier's court; but, at the same time, it was declared, to be an established system, that the Company should not in any respect, interfere in the details of the Vizier's Government.

In March, 1797, it was found necessary to augment the number of troops in Oude with one regiment of European and one of Native Cavalry, and to increase the subsidy to fifty-five lacks and a half of rupees per annum.

In February, 1798, on the accession of the present Nabob to the Musnud, a new Treaty was made, whereby the Nabob agreed to increase the subsidy to seventy-six lacks of rupees per annum, (including the stipends to the Begums, &c.) in consequence of the Company having been obliged to increase their military Establishments. The force contained in Oude, for its defence, was never to consist of less than 10,000 men: if at any time, it should be found necessary to augment the number beyond 13,000, the Nabob was to pay for the difference. It was also agreed, that in case the Kists of the subsidy should fall in arrear, the Nabob was to give such security for the discharge thereof, and for their

future regular payment, as should be deemed satisfactory; and it was expressly stipulated, that the "Nabob should possess full authority over his household affairs, his hereditary dominions, his troops, and subjects." The preliminary agreement with his Highness contained a condition for an assignment or mortgage of Territory, of not more than ten lacks of rupees, as a security for any arrears of subsidy that might arise. The preliminary agreement contained another condition, for reducing the Nabob's Native troops to a definite number. These two conditions, however, were not inserted in the Definitive Treaty: the first was relinquished, because, to carry it into effect, would have required not only the appointment of civil officers, but the employment of a military Force, besides the unpopularity of such an exaction, and the apprehensions which the publication of it would have excited; the other condition was given up, because it would have occasioned a general clamour among the Nabob's troops, and possibly might have led to tumult and insurrection; and as the Vizier had, by the article substituted for this condition, agreed to consult with the Company's Government, as to the reduction it might be necessary to make in the superfluous charges of his public Establishments, servants, &c. it

it was, in fact, not a renunciation, but a modification of the proposed stipulation.

Although the Treaty of 1798 stipulates, that if at any time, it should be necessary to augment the British troops, serving in Oude, beyond the number of 13,000 men, the difference was to be paid by the Nabob; it is impossible to suppose, that if it should be thought necessary by the Company's Government, for the general defence, to station the whole, or nearly the whole of the Bengal army in the Province of Oude, that the Nabob Vizier, under a fair and liberal construction of the Treaty, could be considered as liable to defray the entire expense. We nevertheless find him willing to assent to such an augmentation of the Company's troops, as should be sufficient for the protection and safety of his country, and declares his readiness to reimburse the expenses, which were fairly and actually incurred by the Company, at the period of Zemaun Shah's approach; but objecting to any charges or degrading conditions. He appears, likewise, to have adopted, though reluctantly, every proposition made to him for the reduction of his own troops, and furnishes cash for the payment of the Company's additional troops: and although he is accused of a want of regularity in the pay-

ment of the subsidy, there is but one instance, during the pending negotiation, of his withholding a monthly kist; but this kist he shortly after discharged, and it was only in case of the kists falling in arrear, that he was required by the Treaty to give such security for their discharge, and for their future regular payment, as might be deemed satisfactory. It does not appear the Vizier was ever charged with any breach of the Treaty of 1798; when we consider, therefore, that under the 17th article, he was to possess full authority over his household officers, hereditary dominions, his troops, and his subjects, we cannot avoid expressing our extreme surprise, that the Resident at his Highness's Court should have been instructed to offer to his adoption the following propositions:

1st. The complete transfer of the whole of his authority civil and *military to the Company*; or

2d. Territorial cessions equal to the subsidy, and the charges of the *augmented force*.

We observe, that at one time the Vizier seemed inclined to cede territorial revenue to the amount of 120 lacks of rupees, on an abatement being made on account of arrears and to be freed from

further demands; but these terms were rejected, and a demand made of territory equal, at least, to 135 lacks, without any abatement of arrears, unless the first proposition should be agreed to; but he was not to be guaranteed from further demands.

It is painful to peruse the correspondence on the negotiation, if a positive demand, accompanied by threats of a most alarming nature, can be so denominated. The Vizier, we observe, repeatedly and positively rejected the first proposition; and it was not till a declaration was made to him, in the most explicit terms, that in case of his refusal, it was the resolution of the British Government to assume the entire civil and military government of the Province of Oude, that his assent was obtained. Under such a menace, he appears to have had no alternative, but to affix his signature to the Treaty which had been proposed, in which not the smallest modification in substance was to be admitted, thereby assigning over to the Company, in perpetual sovereignty, a territorial revenue of Rs. 1,35,00,000; and though his Highness appears to have contended for the sole management and control of the reserved territory, yet the remaining territories are guaranteed to the Vizier and his heirs, under such a system of

administration as may be recommended by the Company's officers. We are not surprised, that during the progress of this negotiation the Nabob, as stated in the Records, should have sometimes seemed to be in a state of intoxication, at others dejected and in tears, declaring that, after the execution of the Treaty, he should be ashamed to shew his face to his people.

In the Governor General's letter to the Vizier, of the 14th of August, 1801, he declares, that no consideration whatever can induce him to relinquish the important object of the pending negotiation; but we know not by what authority he added, that the proposed arrangement was supported by the British Administration in Europe, nor are we able to comprehend what is meant by a passage in Mr. Henry Wellesley's letter to the Vizier, notifying his mission, "that Lord Wellesley will pursue the same course which has already received the approbation of his Sovereign, of Parliament, and of the Company." We are not surprised, however, at the solicitude expressed by the Nabob for such a Treaty, as no future Governor General might have it in his power to alter, change, or infringe.

We observe, that on the Vizier intimating a

design, previously to the introduction of the before-mentioned propositions to abdicate the Government, and to appoint his eldest son as his successor, the Governor General deemed the proposition of importance, as leading to the grand object of acquiring for the Company the exclusive authority, civil and military, over the dominions of Oude; but the Vizier was not to be allowed to appoint a successor.

Upon the whole, the late arrangements with the Nabob of Oude, under the specious form of a Treaty, can be considered in no other light than as a direct infraction of the treaty of 1798, and as wresting from him, against his will, a portion of his territorial dominions, to the amount of Rs. 1,35,00,000, not as the consequence of any breach of engagement on his part, but in pursuance of views formed by the Governor General, of procuring for the Company the dominion of the whole Province of Oude, or failing in that, such a portion of territory as would be fully equal to the former subsidy of 76 lacks, and for the payment of the additional troops to be stationed in those dominions, contrary to the established policy, prohibiting the acquirement of any additional territory, and in direct violation of the Treaty with the Nabob Vizier, of the 21st February, 1798.

We shall take in our early consideration, whether the late Treaty with the Nabob Vizier will not admit of such modification, as may ultimately prove more satisfactory to his Highness, and at the same time be productive of reciprocal advantage to both parties.

Equally unjustifiable were the subsequent negotiation and Treaty with the Nabob of Furruckabad, for assuming the civil and military government of that province, and collection of the Revenues, on the part of the Company, making an allowance to the Nabob of Rs. 1,80,000, from a revenue of about ten lacks of Rupees per annum. In the 6th paragraph of the instructions for carrying the proposed arrangements into execution, it is observed, that "by an engagement concluded between the late Vizier and the Nabob of Furruckabad, *under the guarantee of the Company*, the late Nabob was bound to pay an annual tribute of four lacks and half of rupees to the Vizier. The number of troops to be maintained by the Nabob of Furruckabad was limited to the extent requisite for the purposes of state, and the Vizier was charged with the protection and defence of the province from internal and external enemies." Upon which we shall remark, that had the tribute of Furruckabad not been transferred to the Company by

the late Treaty with the Vizier, the Nabob of Furruckabad, under the Company's guarantee, would have been continued in the possession of his country, and protected from any attempt on the part of the Vizier to disturb him. But no sooner is the Furruckabad, tribute made over to the Company, than his pretensions to the Company's protection are considered as of no validity, and he is to be dispossessed of the management of his country, upon an allowance of Rs. 1,80,000 per annum. We observe, that previously to the conclusion of the Treaty, the Nabob appears extremely anxious to retain his country, at the same time declaring his want of power to make any objection to whatever is proposed to him: the Treaty is accordingly executed, and afterwards ratified by the Governor General.

When we consider, that throughout the whole of the several negotiations with the Peshwa, for the conclusion of a general defensive alliance between his Highness and the Company, and for furnishing a permanent subsidiary force to be stationed in his territories, he manifested, not only a strong disinclination, but even an utter aversion to enter into the engagements which were proposed to him, and that it was not till after the total defeat by Juswunt Row Holkar of the joint forces of the Peshwa and Dowlut Row

Scindia, and at the moment of the Peshwa's flight from Poona, that he consented to a general defensive alliance being carried into effect; we are of opinion, that upon principles of just policy, the negotiation at that critical period ought to have been suspended, rather than that the Company should have entered into engagements with a fugitive Prince, on conditions which he had repeatedly rejected. Besides, the very nature of those conditions, especially the principal one, by which we were to restore the Peshwa to his dominions, had an inevitable tendency to involve the Company in immediate hostilities with the other Mahratta Chieftains, two of whom (Dowlut Row Scindia and the Rajah of Berar) had also manifested an equal repugnance to enter into subsidiary defensive alliances with the Company, upon the grounds, probably, of such engagements having a natural tendency to subvert the independency of the Mahratta Empire.

In treaties of mutual defence, guarantee, and alliance between independent states, it is presupposed, that the contracting parties are sensible of the reciprocal benefits that each may derive therefrom. In the present case, the overtures of one party for the formation of such a mutual alliance are repeatedly and positively

rejected by the other, and his acquiescence cannot be obtained, until he is driven from his dominions, and in that perilous situation embraces the proffered alliance, as the only chance left him for his restoration. Considering, also, that Dowlut Row Scindia, the successor and representative of Madagee Scindia, was the guarantee of the Treaty of Salbey, concluded between the Company and the Peshwa, the Treaty of Bassein might be construed into a breach of the Treaty of Salbey, that guarantee being now destroyed, by the Company and the Peshwa having entered into engagements to guarantee the possessions of each other against any enemies whatever. Considering, also, that Scindia was not only a party to the Treaty of Salbey, but that he was apparently in the interest of the Peshwa, in opposition to Jeswunt Row Holkar, if our interference could at all be justified, upon any sound principle of policy, that interference ought to have been in junction with Scindia: but as he manifested a disposition adverse to such interference, the same should have been relinquished.

The Treaty of Bassein is also liable to legal objection. By the second article it is stipulated "that the British Government will never permit any power or state whatever, to commit with impunity, any act of unprovoked hostility or

"aggression against the rights or territory of the Company are now maintained." The Acts of the 24th and 33d of the King forbid the Governments in India, without the express consent of the Court of Directors or Secret Committee, to commence hostilities against any Country Prince, or State, except preparations for hostilities shall be commenced by such Prince or State against the Company, &c. They are also forbidden to enter into "any Treaty for guaranteeing the possessions of any Country Prince or State," but upon such Prince or State actually in hostility against them, or under preparations of hostility. At the time of the conclusion of the Treaty of Bassein, the Peshwa was not at war with any power against whom the Company were bound to assist him, no such obligation being imposed by the Treaty of Salbey, or by any other existing Treaty, with respect to any other Prince or State whatever. To the same objection, in point of legality, is the Treaty of 1800, with the Soubahdar of the Decan, liable.

In the fourth paragraph of your letter to the Secret Committee, of the 12th April, 1804, it is observed, that the conclusion of the defensive alliance with the Peshwa was connected with the primary causes of the war with Dowlut Row Scindia and the Rajah of Berar. We had been

Scindia and the Rajah of Berar. We had been previously called upon, in the seventh paragraph of the Governor General's letter, of the 21st December 1803, to declare our opinion on the justice and necessity of the war; but as we have reason to believe, that the subject of the war will shortly come under the consideration of Parliament, we feel ourselves precluded, by our respect to so high an authority, from declaring any opinion thereon at the present moment.

A principal ingredient in defensive alliances between States (as we have already in substance observed) is the free will and mutual consent of the parties, founded on motives of reciprocal interests. Where one party enters into such engagements with reluctance or by constraint, the advantages to be expected from such an alliance will not be realized, because the reluctant or the constrained party can never be relied upon in the hour of danger.

The only States which could properly be considered as our allies in the late war, are the Peshwa and the Nizam: but in what manner did they discharge the obligations of their alliance; In the 255th Paragraph of your Secret Dispatch, of the 12th April, 1804, it is stated, that previous to the actual commencement of hostilities, every effort on the part of Major General Wellesley

to induce the Peshwa to equip his contingent force for the purpose of joining our army had failed; in the 797th para. of the same Dispatch we are further informed that Maj. Gen. Wellesley was obliged to March from Poona unaccompanied with any of the Peshwa's Troops, and that after urgent and repeated remonstrances, not more than 3,000 horse could be obtained. We are likewise advised, in the 768th Paragraph, that on the commencement of hostilities, the Peshwa was again urged to complete his contingent of troops, but without success, owing to the mutual distrust and apprehensions, founded on a sense of reciprocal injuries, which subsisted between his Highness and his Chiefs; and that all the Chiefs, except two, returned to their Jaghires.

We must here observe, that by the Governor General's letter to Lord Clive, of the 2d of February, 1803, it appears, that the co-operation of the *majority* of the Jaghiredars for the restoration, of the Peshwa, was considered by the Governor General as forming an indispensable part of the arrangement for the accomplishment of that object. We lament, that the real dispositions of these Jaghiredars was not ascertained previous to the march of the troops, since, as only *two* of those chiefs could be found to co-operate in the

Peshwa's restoration, hostilities with the Mahratas would probably have been avoided.

Having noticed the conduct observed by the Peshwa, previous to and during the war, we proceed to advert to what was the conduct of his Highness subsequent thereto. Although he had not furnished the stipulated number of troops for the prosecution of the war, we find according to the information contained in your Secret Dispatch, of the 10th of June, 1804, that when the Treaties of Peace were presented to him for ratification, he manifested a spirit of cavil and inordinate pretensions, wholly unbecoming his relative situation, refusing at first to ratify the treaties by his seal and signature, and justifying his refusal by claims and pretensions of a most extravagant and unreasonable nature.

With respect to our other ally, the Soubadar of the Decan, the conduct of his officers is represented in the 731st para. of your before-mentioned letter, of the 12th April, 1804, as contumacious and disobedient. In the 731st paragraph it is said, that no exertions were made by the several Kelledars, and other officers of the Nizam's Government, either for the defence of his country,

against the predatory incursions of the enemy, or for the success of the common cause; and that, in some instances, acts of hostility were committed against the British troops by the Nizam's officers. The conduct of the Nizam's officers is ascribed by you, in the 737th paragraph, to the jealousy, distrust, and aversion, with which the connection with the British Government was viewed by almost all descriptions of persons in his dominions, and that the Nizam himself was not free from the contagion. He is said to have charged the British Government with an unauthorized interference in the internal concerns of his administration, and to have denied our right to remonstrate against the conduct of his Kelledars and officers. Such a state of circumstances might well be deemed by you as affecting the fundamental principle of the alliance, and as requiring a remedy, beyond the immediate redress of particular causes of complaint: but although in consequence of the remonstrance delivered to the Nizam by our Resident, in public Durbar and of his being admonished, that the motives and principles ascribed to him would place him in the situation of a public enemy to the British Government, his Highness was induced to give the most solemn and distinct recognition of the principles of the alliance, and executed an additional article in the Treaty to that purpose; yet we fear

that the sentiments and disposition of the Nizam and his subjects, adverse to the Company's alliance, remained unaltered. The feelings of the minister at Hyderabad, during the last negotiation for commuting subsidy for territory, must have been very acute, when he exclaimed, "Surely there must be some bound to demand and to concession lest the city of Hyderabad should be claimed of us next."

With respect to the various other treaties or engagements whether of subsidy, guarantee, or protection, which have been entered into with several Rajahs or Chiefs of the country, during the late hostilities, or subsequent thereto, as advised in your voluminous dispatch of the 12th of April, 1804, we have not yet ascertained whether the advantage to be derived therefrom to those several Chiefs or Rajahs, were of so apparent a nature, as to have induced their voluntary consent to enter into such alliances upon the grounds of reciprocity, without which no such alliances could be considered as desirable, or likely to tend to the permanent interest of either party.

By the Treaty concluded with the Ranah of Gohud, the fort and town of Gwalior were ceded in perpetuity to the Company, who guaranteed

to the Ranah the independent possession of the countries assigned to him, on his agreeing to subsidize a British force of three battalions of native infantry, and to pay a subsidy of nine lacks of rupees per annum.

In the 529th paragraph of your letter of the 12th of April, 1804, you have advised us of a Treaty having been concluded with Rajah Ambajee Ingliah, after considerable delays and systematic evasions on his part, by which all the territory in his possession, situated to the northward of Gwalior, inclusive of that fort, was ceded to the British Government, and the British Government guaranteed to Ambajee the independent possession of the remainder of the territory which had been under his management; but it appears, by the 533d paragraph of that letter, that the commandant of the fortress of Gwalior refused to surrender it to our troops; and it was not until after batteries had been opened against the fort, and a practicable breach effected, that the place was evacuated. It is further represented, that Ambajee expressed no surprise at the measures pursued, and shewed no disposition to palliate his conduct, or to establish the validity of his engagements: on the contrary, it is stated, that there was full proof of treachery on the part of Ambajee. This serves

to shew, that either the Ranah of Gohud, or Ambajee Ingliah, or both, did not voluntarily enter into an alliance with the Company; and the information contained in the 545th paragraph, that the rights acquired by the British Government, under the Treaties with Ambajee and the Ranah, had been acknowledged and confirmed by the 9th article of the Treaty with Scindia, cannot be urged as an argument in favour of the stability of that alliance.

We are decidedly of opinion, that any measures of a tendency to excite the jealousy of the Native Powers, or to occasion their acting in confederacy for the maintenance of their independence, which the several subsidiary engagements proposed to them evidently appear to have done, ought to have been most sedulously avoided. We are further of opinion that the late plan which has been adopted, of commuting subsidy for territorial revenue, has not only been deemed highly repugnant to their feelings, but must also be considered as directly contrary to the system of policy, as by law established. The Governor General appears, at one period, to have been perfectly aware of the line of his duty in this respect. In his instructions to the Resident at Hyderabad, of the 8th July, 1798, for negotiating an increase of the subsidiary

force at that time serving in the dominions of his Highness the Nizam, it is observed, that "the principles of justice, good faith, and moderation, enjoined by Parliament and by the orders of the Court of Directors, must form the basis of those measures, the execution of which is demanded by the peculiar circumstances of the moment. Pursuing no schemes of conquest or extension of dominion, and entertaining no projects of ambition or aggrandizement, either for ourselves or for our allies, it is both our right and our duty, to give vigour and effect to our subsisting alliances and treaties, by restoring to our allies the power of fulfilling their defensive engagement with us, through the means of moderate and pacific representation."—"It must also be our policy to convince the several Powers of India, that their real interests consist in respecting the rights of their neighbours, and in cultivating their own resources within the limits of their several territories." Similar sentiments, were at the same time, expressed in the Governor General's letter to the Resident at Poonah, instructing him to negotiate a subsidiary alliance with the Peshwa. The Resident was likewise directed to inform the Peshwa, "that the Governor General was disposed to enter in the same subsidiary engagements with him, which now exist, or shall

“ here after be contracted between our Government
 “ and the Nizam;” but the Resident was not to
 accept, without previous reference to the Go-
 vernor General, any assignment of territory or of
 revenue, for defraying the payment of the troops
 to be furnished, declaring, “ that it is entirely
 “ contrary to the whole object and policy of the
 “ arrangement proposed, to extend the territories
 “ of the Company at the expense of any of the
 “ parties concerned. It would be injurious to
 “ our character, that any circumstance attending
 “ the negociation should betray the symptoms
 “ of that species of irregular ambition, which is
 “ utterly repugnant to the disposition of our Go-
 “ vernment.”

Most earnestly do we wish, that the subsequent
 measures of the Governor General, particularly
 in his negociation with the Nabob of Oude, which
 ended in the Treaty of November, 1801; with
 the Peshwa, which ended in the Treaty of Bessein;
 and with the Nizam, which ended in the Treaty
 of October, 1800, had been marked with the
 same moderation. { The territories which we
 have lately acquired under those Treaties; under
 others of a similiar kind, and by conquest, are of
 so vast and extensive a nature, and the engage-
 ments lately concluded with several Chiefs and
 Rajahs so complicated, that we cannot take a

view of our situation, and of the political rela-
 tions in which we now stand towards the various
 Indian Powers, without being seriously impres-
 sed with the wisdom and necessity of that solemn
 declaration of the legislature “ that to pursue
 “ schemes of conquest and extension of dominion in
 “ India, are measures repugnant to the wish, the
 “ honour, and the policy of the nation.”

THE END.

101

The first part of the book is devoted to a
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 the human mind, and the manner in which
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THE END

Printed by J. B. ...