

the absurdity of binding five hundred and fifty-eight men, in case a dissolution should intervene, to decide upon evidence they had not heard. Mr. Fox said, "In his opinion, it was necessary to have the evidence printed, not only for those to read who did not attend, but for those who did attend; for, it being so voluminous, and given at so many different times, many parts of it, he did not doubt, had escaped the memory of the most close attendant to the business; therefore, if there was not time to print and decide upon it this Session, it was good reason for putting it off. . . . He declared he had never acted upon the subject of the Honourable Baronet's cause as a Minister, nor would he ever attempt it.*. The cause was that of all others upon which every sort of influence ought to be avoided, and upon which gentlemen ought to act with the purest freedom and independency,

* In this rather misgiving speech, it is impossible not to remark the inconsistency of the declaration, that "he had never acted in this cause as a Minister," with a private letter given in Mr. Fox's published correspondence, in which he complains of the little parliamentary influence he had been able to exert upon the Bill for securing Sir Thomas Rumbold's property: "We were only," he says, "36 to 33. The Attorney-general and Solicitor-general were both against me; and I had the mortification to depend for support upon the Lord Advocate, Jenkinson, and Mansfield."

taking nothing for their guides but *reason, candour, and justice.*”*

“The Solicitor-general said, he had always considered the proceedings against Sir Thomas Rumbold as illegal; and he was pretty sure he should not have to change his opinion. He was confident that when the day of trial should come, Sir Thomas Rumbold would be honourably acquitted; and therefore he could not, for one, consent that a man, of whose innocence he was thoroughly persuaded, from the defence he had heard, should be any longer kept under the terrors of a restraining Act.”

Other members “thought, as the whole of the evidence had been heard, and it was now seen Sir Thomas Rumbold had not been guilty of such enormous crimes but that his visible property would be able to answer, he ought not to be restrained by a Bill of pains and penalties, but only held to bail.”

There is one incident in that debate which speaks strongly to the fact, that Sir Thomas Rumbold felt himself reinstated in the opinion of those who had not, for their own purposes, conspired to make him a culprit. He knew that

* This debate extends from page 983 to 988, vol. xxiii. of the Parliamentary History.

when Mr. Burke pursued him so fiercely, it was under a sincere impression that he was guilty of the charges made against him; and to Mr. Burke only he now particularly addresses himself. After describing in general terms the delay of justice to which he had been subjected, and the cruelty of putting the business off for another year, "he very affectingly alluded to the manner in which Mr. Burke had treated him in that House, comparing it with the humanity he had of late so powerfully extended to others, standing as he stood in the light of persons accused only, but not proved criminal." *

And Mr. Burke responded to the appeal.

"He felt extremely for the honourable Baronet, who had shown uncommon fortitude throughout the progress of the business, *and thrown himself as fairly upon the candour of the House as any man could have done.*" If any meaning is to be attached to these words, Mr. Burke, hitherto the most strenuous supporter of the prosecution, if he does not here pronounce his sentence of acquittal, at least admits that his former opinions were much shaken. Sir Thomas Rumbold had not pleaded the difficulties of his position, or any extenuating circumstances; but he absolutely

* Messrs Powell and Bembridge.

denied the whole charge, laid everything open to the inspection of the public, and maintained his innocence. On the following day, the 3rd of June, the excessive bail was taken off, and Mr. Dundas declared in the House Sir Thomas Rumbold was free to leave the kingdom.

The accounts from this time are very slender. It is mentioned that there were two or more adjournments of the subject, before the Bill was finally dropped, on the 19th of December, 1783, by a vote of the House. On each of these occasions, it may be inferred, that there was a full attendance, since subjects of importance engaged the House before, and immediately after, the adjournments.* On one more occasion the circumstances of this affair were alluded to. In the year 1783, a discussion concerning the same part of India took place, when Mr. Burke and Mr. Dundas were present. The latter referred

* Here there seems to be a slight mistake. At the sitting of December 19th, 1783, the change of Ministry was announced. This was the first matter brought before the House. When this was over, and in a very thin House, Mr. Lee, the ex-Attorney-general, moved that "the further consideration of Sir Thomas Rumbold's Bill of Pains and Penalties be deferred to the 24th of June next." This was carried by twenty-seven to eight. The effect of this vote was to drop the Bill, the adjournment being for more than "six months."—EDITOR.

to Sir Thomas Rumbold on the question, which was connected with his administration. It is recorded that, "on the 28th of February, Mr. Fox brought the subject before the House in a call for papers, supported by a powerful speech. Mr. Dundas replied at great length, and was followed by Sir Thomas Rumbold, formerly President of Madras, who condemned the decision of the Board in brief but energetic terms."

Mr. Burke commented upon the remarkable spectacle before them. "The right honourable gentleman," Mr. Burke said, "whose conduct is now in question, (Mr. Dundas,) formerly stood forth in this House the prosecutor of the worthy Baronet who spoke last. He charged him with several grievous acts of malversation in office; with abuses of a public trust of a great and heinous nature. In less than two years we see the situation of parties reversed, and a singular revolution puts the worthy Baronet in a fair way of returning the prosecution in a recriminatory Bill of Pains and Penalties, grounded on a breach of public trust, relative to the very same part of India. If he should undertake a Bill of that kind, he will find no difficulty in conducting it with a degree of skill and vigour fully equal to all that have been exerted against him."

In this, and in the following paragraphs of this celebrated speech, the object of the speaker is rather to contrast "the difference of deportment between these two gentlemen, under the same unhappy circumstances," than to eulogize Sir Thomas Rumbold, further than by a passing tribute to his abilities; but these observations of Mr. Burke entirely repel the idea which has been inculcated, that the former proceedings in that House against Sir Thomas Rumbold, although abandoned, had left him with a tarnished reputation, since Mr. Burke could not in such a case, even by way of hypothesis, have ventured to place him in the position which Mr. Dundas then held.

But in this speech of Mr. Burke there is also testimony to the fact, that Sir Thomas Rumbold had courted the fullest inquiry then, as on every occasion from first to last. It may be seen by reference to the Parliamentary Debates,* that he did, when the subject of Indian affairs was under discussion, and before any accusations were framed against him; urge a thorough investigation and inquiry, which he wished should date from the year 1772, and embrace, of course, the period of his administration; and that, on this

* Parliamentary History, vol. xxii., p. 122.

last occasion, in 1785, he advocated the production of papers relating to the transactions then under consideration, in which he had been intimately concerned.*

It is not, however, what Mr. Fox may have said, or what Mr. Burke may have said, or a verdict of either House of Parliament, that can prevail in after-times to efface the stain thrown upon the character of Sir Thomas Rumbold, since all this might still be ascribed to party influence, or other causes. There are sufficient instances to show that the question in such cases remains an open one.

It is to the evidence produced at the Bar of the House of Commons that appeal is now made.

In the last debate upon Sir Thomas Rumbold's restraining Bill, the question being whether this Bill, of which the time had expired, should be renewed and prolonged through another Session, or in the event of a dissolution of Parliament, the difficulty was urged of binding an assembly of five hundred men by proceedings to which they had been no party, or to vote upon

* A further extract is given in a Supplementary Note to this volume from the terrible and magnificent speech of Burke, to which reference is made in the text. From this it will be seen how well the argument in the text is sustained by the scope of the speech.

evidence they had not heard. Mr. Burke replied, "That the evidence being on record, any person who read it would be as competent to pronounce judgment upon it as those who heard it."

This evidence is still open to all, and must bring conviction to the mind of any person who will investigate it, that it was neither owing to "the influence of party," nor to "the insufficient attendance of members," nor was it that "Mr. Dundas was bribed," or that any of the different surmises to which the malice of disappointed enemies had recourse was true, but simply because the charges were completely disproved, that the prosecution was abandoned.

If the manner of the Bill being dropped had been unsatisfactory at the time, or, it should rather be said, had the political party who wished to devote him seen a pretext left to enable them to persevere, why was the matter suffered to rest there? Sir Thomas Rumbold continued in Parliament until his death. During that interval the House did not lose sight of Indian affairs, and Mr. Fox's Bill succeeded to that of Mr. Dundas.*

* It appears, in the Journals of the House, that a vote was passed to pay the costs of the Bill. The names of Mr. Dundas, Mr. Dempster, and Mr. Burke are among those on the Committee.

CHAPTER III.

THE CHARGES AGAINST SIR THOMAS RUMBOLD.

THE object of this vindication is to make a reply to the historians in general, and to the "Parliamentary Reports of the Committee of Secrecy," from which some of these historians have drawn, and others may in future draw, their information.

It will, however, be well to enumerate the charges that were made in "the Bill of Pains and Penalties," which did not adopt all that are to be found in the "Reports."

The order of the charges is here altered, chiefly in this respect,—that the last urged in the Bill, and replied to in the defence, is here placed at the head of the list. They may be stated as follows:—

1st. The remittances made by Sir Thomas Rumbold to England were considered as proofs of a corrupt acquisition of his fortune.

2nd. Charges were brought against him relative to his supposed influence over his Council, or to the effect that he acted independently of them.

3rd. Charges were founded on the facts, that

the Committee of Circuit was suspended by the Council of Madras, and the Zemindars called to the Presidency to settle their tribute there; and also relating to the treatment of the Vizianagrum family at Madras.

4th. The extension of the lease of the Jaghire lands to the Nabob of Arcot was an article in the Bill.

5th. The suppression of Mr. Sadlier's letter to Sir Thomas Rumbold, accusing the subordinates of corrupt practices, was another count of the indictment.

6th. It was alleged that the Council of Madras treated with Bazalet Jung, for the cession of the Guntoor Circar to the Company, without the consent of the Nizam, and that Sir Thomas Rumbold meant to conceal this affair from the Nizam.

7th. That offence was given to Hyder Ali by the march of the troops over part of his dominions.

8th. It was made a charge against Sir Thomas Rumbold that he solicited, through his ambassador, a remission or abatement of the tribute which the Company had bound themselves to pay for the Northern Circars.

9th. The recal of Mr. Hollond from his embassy was a matter of complaint.

10th. The unprepared state of the Carnatic, at the time when Hyder Ali began the war, was made a charge against Sir Thomas Rumbold.

These may stand as the definite heads of accusation, after stripping away the invective which swells the charges to a great length. There are perpetual insinuations of concealment ascribed to Sir Thomas Rumbold, but they will be found frivolous and self-contradictory; the principal of these will be noticed when treating the cases to which they were applied. The last charge, "The unprepared state of the Carnatic," was abandoned by the Counsel for the Bill; and also a charge of "breach of covenant," for having not declared the property he possessed in Bengal, was withdrawn.

I.—THE CHARGE OF CORRUPTION

We proceed now to the charge of corruption grounded upon the fact that Sir Thomas Rumbold remitted large sums to England.*

* From the year 1760 until 1772, Sir Thomas Rumbold had large commercial dealings with Bengal.

In the Resolutions laid before the House of Commons, the sum stated to have been remitted is £160,000. Sir Thomas Rumbold declared to the Directors that he had remitted £167,000, of which sum £38,000 was on account of other people. It may be observed, in the Second Report of the Committee of Secrecy, App., No. 66,

Although there was not one direct charge on that score, a suspicion of corrupt motives was attached to every act of his administration. It is proposed to refute this general suspicion, first, by a statement of the proofs adduced at the bar of the House of Commons, to the effect that at the time Sir Thomas Rumbold left England he was possessed of property in Bengal to a larger amount than the sums he remitted during the time he was Governor of Madras, and that these sums were actually drawn from Bengal; and, secondly, by showing that the measures to which a suspicion of corrupt influence was particularly attached, were in themselves equitable; that they were demanded by the circumstances of the case; and, moreover, that they were followed by beneficial results to the Company and to the country.

The early remittances,* upon which much

also Evidences, p. 170, that the accounts show four sums, specified as sent from other persons, which, when Sir Hector Munro's portion is added, amount to £35,000.

* Of these early remittances, £10,572 (so paid in England) belonged to Sir Hector Munro.—Evidences, p. 529. In the Report of the Committee, and in the Bill, this sum is stated as proved to have been £466.—Supplemental App., Second Report, No. 2.

stress was laid, were in specie, and sent by ships of the Company. It was of these only that the Directors had cognizance; the remaining sums were sent by bills, and were declared to them by Sir Thomas Rumbold himself. Immediately on his return, in 1781, when he found the money he had remitted was made a ground of suspicion against him, he hastened to deliver to the Court of Directors, and to the Committee, a duplicate account, which had been left in England, and which showed him to have been possessed of this property in Bengal, in the securities of the Company, and that it was bearing interest at the time of his departure to assume the government of Madras.*

The papers, also, which he delivered to the Committee, showed that his desire having been to remit this money to England, an engagement had been concluded before his arrival in India, which obliged him to send, by way of China, a large sum before a specified time, or a considerable forfeiture of per-centage would have been incurred.

It is impossible not to remark how surely it would have been in the power of the Directors, when thus challenged by Sir Thomas Rumbold,

* Second Report, Committee of Secrecy, No. 66.

before he was accused in form, had truth been their object, to have verified, or disproved, this statement; it would appear, however, that they did admit the facts, since they grounded upon them the charge of a breach of the covenant which required the servants of the Company to declare, upon their arrival in India, to the Board, "any stock-in-trade, or loans, in which they might be concerned with the country powers."

Sir Thomas Rumbold had not any property which could accord with that description; but the terms of the covenant were altered in passing through the Committee, with a view to criminate him. A comparison with the original covenant shows clearly the difference between the real obligation and the view of it held out to the public in the Report of the Committee, where the limitation of the kind of loans he was bound to declare is omitted.*

It was also an averment in the Bill, "that the failure of Sir Thomas Rumbold to declare the debts that were owing to him was aggravated by the circumstance that no penalty was attached to the covenant;" whereas it was, in fact, guarded by a penalty of £50,000.†

* Second Report, Committee of Secrecy, p. 232.

† Mr. Hardinge's Defence of Sir Thomas Rumbold, p. 21.

This charge of breach of covenant is not rebutted in the evidence for the defence, since it was among many articles of the Bill which it was found necessary for the prosecution to abandon; but it remains in the Parliamentary Report of the Committee, and is accordingly brought prominently forward in Mr. Mill's History.

Another charge was made in the Report. The remittances, it was alleged, were effected secretly; "for they were not inserted in the boatswain's books." This was also an abandoned article, no evidence being attempted to prove that articles of private remittance were inserted in the boatswain's books, though this was boldly asserted in the Report. It may be remarked, that where the examination of the Captain of the ship is given in the Report, the only material part of his evidence *not cited there, but which is to be found in the Appendix*, was, that "such omissions were so very frequent, that he did not even inquire why this was not entered."* And, further, that "those entries were the business of the officer in command at the time, and the person to whom the property belonged could not know anything about it. If no

* Second Report, App., No. 63.

entry were made, the Captain had the whole profit of the freight. *In public cases* the obligation of entry was enforced.” *

If we turn to the Minutes of Evidence, pages 518-532, it will be seen that there was this corroborative testimony in favour of Sir Thomas Rumbold:—the existence of the property in Bengal was known to his agents in England; and also, previously to his departure, he had instructed his agent in Bengal to collect his property in that province, and remit it to him at Madras. The reason that this property had remained in Bengal was also explained by this circumstance, that the channel for remittance by Company's cash had been closed, and the agents had been enjoined to employ no other mode. But the absolute proofs rest upon the bankers' accounts of the sums remitted by them to Madras, or direct to England; and also upon the *agreement* of the statement given by Sir Thomas Rumbold of the whole amount of his property, *at that hour*, (including pictures, plate, and every article of value, in any part of the world,) with what it was proved to have been, by his agents, in the years 1773 and 1777, upon his last departure from England.

* See Evidences, p. 529

This statement Sir Thomas Rumbold had been required to give upon oath; and if he should be found in error £500, he was perjured, and his whole property confiscated at the mercy of an informer, or, it was said in the House, “on pain of death.”

The proofs were in order as follows:—

“The counsel for Sir Thomas Rumbold stated, that they should next proceed to the allegations of the Bill with respect to the remittances made by Sir Thomas Rumbold to England; and that they should on his part admit that, during the time of his being last in India, he had remitted, on his own account, the sum of £130,000; but that, in fact, he had more property than to that amount before he went out.”.....

“The Counsel then proposed to call the clerk, &c., who had the management of Sir Thomas Rumbold’s accounts from the year 1769. This was objected to by the Counsel for the Bill, and then all the Counsel were directed to withdraw, and they were again called in, and the Counsel for Sir Thomas Rumbold directed to proceed.”

After the evidence had been given by the agents in Bengal, and in England, of the amount of property since the year 1769 to that hour,

* Evidences, p. 513.

“ the Counsel stated they would show what had been remitted on Sir Thomas Rumbold's account from Bengal in the years 1778, 1779, and 1780.” These several accounts current being brought up and verified as the handwriting of the agent in Bengal, were read. (See Evidences, pp. 518-532.) The Public Treasurer of Madras was then called to reckon these accounts, and turn them into English money. It will be found that these several sums, with the addition of two bills, amounting together to £15,570, proved to have been paid, one in Bengal, and remitted to Madras; the other, which had borne interest since the year 1769, sent direct from Bengal to England; make up (exclusively of the share belonging to Sir Hector Munro, and the sums specified as sent for other people) £98,133.

It was admitted that £49,000 had been paid to the Governor for salary, commission, &c., and also that he had received £2,283 for the use of his town and country house, and for plate, and that his carriages and wines had been sent to him from England.

Mr. Mill has made some observations upon the money that had remained in Bengal, as stated in the Appendix to the Second Report of the Commission of Secrecy, (No. 66,) which he

describes as very near the amount afterwards proved at the Bar of the House of Commons.*

Professor Wilson has here inserted a note, in which he declares "these particulars to be loosely and inaccurately stated," and has made a calculation of his own of these accounts, in the place of that declared at the Bar of the House of Commons, and turned into English money before vigilant lookers on. In this calculation Professor Wilson has made a mistake, but his remarks are useful, as they serve to bring this portion of the defence into a small compass. He admits it to be "proved that Sir Thomas Rumbold had property in Bengal, in the beginning of the year 1773, to the amount of £121,000." He admits it to be proved that no addition to his property in England, between that time and 1779, had been made. But he questions the inference that no remittances could have been effected. Professor Wilson throws a doubt upon the assumption that this property to the same amount still existed in Bengal, because, he says, "in 1773 it had been delivered over to other agents, and because it may be observed, that Sir Thomas

* It may be observed, the interest of these different sums varied from five to six and eight per cent., and was never higher than ten.

Rumbold's account current with his banker, dated March, 1778, opens with but a small sum, which added to moneys paid on account of sums lent, amounts to something more than £40,000. It is also in evidence that he received £49,000 salary. There remains a considerable sum to be accounted for, to explain the large amount of his remittances to England."

What this amount was proved to be, and what sum the Bill, in consequence, required Sir Thomas Rumbold to justify, Professor Wilson does not seem to have informed himself; but in his calculation he has overlooked one article, which shows an earlier date than he has assigned, and proves also that it belongs *not to the opening, but the continuation, of an account.* This article is the agent's commission upon sums remitted from Bengal to Madras, dated from November, 1777, which shows an amount of £48,000. This article proves also that there were bonds still bearing interest, and of which the interest only had then passed into the agent's hands.

That this account was fragmentary was explained by the circumstance that the ship (the "General Barker") in which Sir Thomas Rumbold returned, was wrecked upon the coast; and many of his books and papers were lost. Happily some accounts were saved, and these did enable the Counsel to

justify with accuracy the sums remitted. Professor Wilson's doubts are unsupported. Against Sir Thomas Rumbold's statements not a tittle of evidence can be brought; while they are abundantly corroborated by all the evidence of which the case admitted.

The foregoing statements have been made as briefly as possible. It remains to show, under the charge of corruption, that Sir Thomas Rumbold's administration of the public funds can be vindicated by proofs which place it beyond the reach of all suspicion.

An increase of revenue was paid into the treasury from the Northern Circars, during Sir Thomas Rumbold's government, of £228,900;* and an average increase of £111,500 for each year, for lands rented by the Nabob of Arcot. Also, accounts were produced at the Bar of the House by the Public Treasurer, showing the amount in the treasury, at different epochs, at Madras and at the subordinate stations, and the expenditure respectively, before and after the military expeditions set on foot.

It was soon after the siege of Pondicherry that Sir Eyre Coote arrived at Madras, and took his seat at the Board for some months before he

* Evidences, p. 245. *Ibid.*, p. 329.

proceeded to Calcutta. The President profited by this occasion to request his particular attention to the state of the treasury, and the extreme difficulties with which they had to contend, in obtaining supplies from the Nabob of Arcot and the Rajah of Tanjore; and he strongly urged, at that early period, the adoption of the plan which was afterwards carried out by Lord Macartney, that the Nabob should assign some portion of the revenues of the Carnatic towards the support of the military force, which he, the President, declared to be on a larger scale than the resources of the presidency could maintain, "in order that Sir Eyre Coote might, when he should take his place at the Council General of Bengal, make such representations as should obtain the support and assistance of that Board, in the measures necessary to be adopted for the preservation of the Carnatic." Letters to this effect were also addressed to the Governor-General and to the Directors. Some extracts of these are given, and also of Sir Eyre Coote's letters and minutes at the end of the volume. In consequence of Sir Eyre Coote's representations at Bengal, the Governor-General and Council granted to Madras a supply of fifteen lacs of rupees, of which ten were sent, and five

promised, but subsequently withheld. On this occasion of granting the supply the Governor-General had required of the Presidency a strict account of their past receipts and disbursements, and their liabilities for the ensuing year. This requirement had been as strictly complied with, and also the claims they would have to meet were stated, among which, it may be observed, mention is made of the tribute due to the Nizam of the Deccan for the Northern Circars, which had fallen into arrears before Sir Thomas Rumbold took charge of the Presidency.*

2.—INFLUENCE OVER THE BOARD.

The unanimity of the Board in passing those measures which the Directors sought to represent as corruptly obtained by the President, threw some difficulty in the way of Sir Thomas Rumbold's accusers. This it appears they obviated by putting forth a false and groundless accusation, which was imposed upon the Committee, who were ignorant of the rules of the Company's service. The slightest observation is sufficient to refute this accusation.

It is borrowed by Mr. Mill, and introduces the subject of the dealings with the Zemindars.

* [Evidences, pp. 208, (No. 164,) 370, (No. 420,) 371, 415, (No. 404,) 418, (No. 405,) 419, (No. 406,) 464, (No. 446.)—Ed.] See also Appendix B, at the end of the Volume.

“In every case the Governor alone negotiated with the Zemindars, and regulated their payments; in no case did he lay the grounds of his treaty before the Council; in every case the Council without inquiry acquiesced in his decrees.”

On this charge very full testimony was given, by four persons high in the service of the Company, at Madras and Bengal, to the fact, that “all business with the country powers, was in the first instance done by the Governor. It was with him alone that they had personal communication. He reported to the Board the progress of the treaty, or matter of business under consideration, giving such explanation as the Board might think proper to call for.”* But, if we open the Appendices to the Reports, it will plainly appear that “the Governor,” here spoken of, did not adhere to this regulation of the service, but acted in most cases in conjunction with the Board; and in the case of the Zemindars, upon which Mr. Mill immediately dwells, he himself quotes the words of “the President,” addressed to the Rajah, where he speaks of “the instances of the Board repeatedly made, conjunctively, as well as separately.” And further,

* See Evidences, pp. 237, 295, 296.

when the reconciliation between the Rajahs had taken place, the President referred them, on the question of an increase of tribute, to the Board independently, declaring himself not wholly satisfied with the terms he had been able to obtain.*

* Second Report, Appendix, No. 51, p. 385.

CHAPTER IV.

THE THIRD CHARGE: RELATING TO THE SUSPENSION OF THE COMMITTEE OF CIRCUIT, THE SUMMONING OF THE ZEMINDARS TO MADRAS, AND, IN PARTICULAR, THE TREATMENT OF THE VIZIANAGRUM FAMILY.

STILL further to refute the suspicions of corrupt motives, thrown upon the conduct of Sir Thomas Rumbold, it shall now be shown that the measures to which those suspicions were attached were equitable, and beneficial in their results. Of these, the chief, and those chiefly in question, were the suspension of the Committee of Circuit, and calling the Zemindars to the presidency, to treat with them there.

This subject, which is classed under Charge No. 3, comprises the treatment of the Vizianagrums family, and also necessarily the suspicion that it was sought to cast upon Sir Thomas Rumbold, of being concerned in the intrigues of his Secretary, Mr. Redhead.

The measure now in question was successful in conciliating the Zemindars, who were combining to resist the Committee of Circuit, to an innova-

* Evidences, p. 318.

tion that alarmed and was altogether obnoxious to them ; their allegiance was secured during the very critical period that followed, and where the revenue had totally failed from the Northern Circars, it was obtained, and was found a fruitful resource, during the war.

When Sir Thomas Rumbold arrived at Madras, he was met by accounts of the distressed condition of the Zemindaries. He then asked for three weeks in which to possess himself of the subject. On the 24th of March, when he declared his views to the Council, the situation in general of the Northern Circars was this :—Abuses had been committed by the Chief and Council of the subordinate governments ; a total failure of revenue had been incurred ; the Zemindars were embarrassed with debts, and almost insolvent ; they had many dissensions among themselves ; they were become jealous of the Government, and the innovation of the Committee of Circuit had inflamed that jealousy to a state bordering upon disaffection.*

The President reasoned thus :—“ Were the subordinates, or the Council of Madras, fitter, at

* The Zemindars of Masulipatam alone owed upwards of £438,000, including debts to their bankers, for which they paid interest of two and a half per cent. a month.

this period of distress and approaching war, to make the new arrangement of tribute? What pledge have we that the subordinates, who have given birth to these difficulties, will extricate the Company from them? We must guard against these enormous balances; but first let us ascertain them. Let us hear the Zemindar, and redress the injuries he has received. The plan we adopt will give them confidence to appeal, in case of grievances and oppression, to the tribunal the most adequate to redress them.”

The attendance of the Zemindars at Madras, in some respects ineligible in itself, was the necessary part of a system; but it also turned out in the event of peculiar advantage. Their inevitable stay at Madras, until after the fall of Pondicherry, made them hostages for the allegiance of their own Governments; and they not only continued in peace, but were found a liberal resource of military supply, of active service, and revenue.*

* In the few observations Professor Wilson has made upon the Minutes of the Evidence, he makes this mention of the circumstances attending the reconciliation of the two Northern Zemindars: —“As Vizieram was childless, his adoption of his nephew was in strict conformity to the Hindu law; the Council of Madras could not choose but concur in it.

“That the reconciliation of the brothers, however enforced, was

The distances from which the Zemindars came are unfairly stated in the "Report." Gangam and Vizagapatam alone are mentioned. From the former, the poorest and the most remote of the Zemindars, none were required to attend; from Vizagapatam, five hundred miles distant, Vizieram Raz only came, and with his free assent. The average distance was three hundred miles.

At the time of these transactions, Vizieram permanent and productive of good effects, was satisfactorily shown by the results. It was effected in July, 1778. The Chief of Vizagapatam, Mr. Casamajor, from June, 1780, to March, 1782, deposes that during that period, the brothers lived in harmony, Sitteram being Duan; that the revenues were improved and regularly paid; and that they could not have been received at all, if the brothers had been at variance. Whatever, therefore, the inducements may have been," (Professor Wilson adds,) "this transaction did not deserve the censure which has been cast upon it."

It is further in evidence, that at a meeting of the Board, September, 1781, (Lord Macartney, President,) it was determined, that no change should be made in that Circar, and that perfect harmony subsisted between the Rajahs. Letters to Lord Macartney are given from the Chief and Council wherein it is mentioned, that all endeavours to obtain loans from the bankers or individuals had failed, and their only dependence was the ample supplies they were enabled to send from the Vizianagrum family.—Minutes of Evidence, pp. 251, 275.

Raz had not very long been of age. He was indolent and easily governed. By intrigues in the family he had become Rajah of this powerful district, in prejudice to Sitteram, his *eldest* brother by some years, (contrary to what has been asserted,) who resisted for a time, but submitted upon terms. A solemn agreement was made that Sitteram should be the Duan, or first minister of his brother, while to Vizieram should be reserved the name and parade of the superior.

For sixteen years Sitteram had acted as the faithful steward of his brother. Shortly before the period of which we have now to speak, a competitor, originally in the confidence of both brothers, had usurped the office, and succeeded in poisoning the mind of the weak younger brother against him, though never, it appears, destroying the mutual affection that had subsisted between them. The consequences of their dissensions had called the troops of the Company into the field, and occasioned a total stoppage of the revenue. The means adopted by the President, when all persuasion had failed, to reconcile Vizieram to his brother, were very simple. He found that the favoured Duan (or Steward) had been a defaulter to his master and

the Company to the amount of £94,000.* In a meeting of the Board, the President proposed that he should be sent to Vizagapatam, to bring his accounts for inspection at Madras. When the influence of this man was removed, the reconciliation of the brothers quickly followed. They had engaged for his debt to the Company, but did not receive from him a rupee. In solvency and flight terminated his career.†

* Evidences, pp. 56-60.

† This is the story, stated as briefly as possible, which Mr. Mill has recorded for all posterity, quoting the words of the Directors, that "their surprise and concern were great at the unwarrantable manner in which the Presidency appointed the intriguing and ambitious Sitteram Duan of the Circar, and thus put him in possession of the revenues of his elder brother," &c; and, further, that "it was selected as one of the Resolutions moved in the House of Commons by Mr. Dundas, on the 25th of April, 1782, where it was declared, 'That the Governor did, by menaces and harsh treatment, compel the Rajah Vizieram to employ Sitteram Raz as the manager of the Zemindary, in the room of a man of probity and good character; and that the gross ill-treatment he received at the Presidency was humiliating, unjust, and cruel, and highly derogatory to the interests of the East India Company, and to the honour of the British nation.'—MILL'S History, chap. iv., p. 104.

The words of Vizieram Raz, before the Board of Madras, when he was resisting the endeavours of the President that he should be reconciled to his brother, are repeated in the Report of the Com-

mittee of Secrecy, and cited by Mr. Mill and other historians ; but no notice has been taken of the remonstrance of the elder brother.

“ Sitteram Raz requested to be allowed to represent some circumstances relative to his own situation, and proceeded as follows :—

“ For a considerable length of time I transacted entirely the affairs of my brother’s Government ; and so much were we at that time upon a footing of equality and brotherly affection, that it was never a question with me whether I acted upon his account or my own. I took all the care I could in the management of his country, and contributed to his welfare and happiness to the best of my ability. I desire to be informed in what light I was to be considered, whether as the brother or servant of the Rajah.

“ PRESIDENT.—The Board look upon you as his brother acting under him.

“ SITTERAM RAZ.—I desire that the same question may be put to my brother.

“ VIZIERAM RAZ.—It is true he is my brother ; but he only held the management of my affairs during my pleasure.

“ QUESTION FROM THE BOARD.—Has Sitteram Raz ever done anything injurious or offensive to you ?

“ VIZIERAM RAZ.—He has taken away the Braminies maniams.

“ SITTERAM.—If I have taken away the maniams, who has enjoyed the benefit arising from them ?

“ VIZIERAM RAZ.—They were received into my treasury.

“ SITTERAM RAZ.—I am sensible that Jaggernaut Raz has contrived and worked up many falsehoods to set me at variance with my brother ; but I desire only that Vizieram Raz may declare what I have ever done to injure him.” Addressing his brother : —“ Your annual revenues, at the time I took the management of them, amounted to about seven lacs of rupees ; and when I gave up the management, I left you possessed of a revenue amounting to

upwards of twenty-two lacs. It generally happens that persons acting in so high a trust, receive some benefit to themselves; but I never received any such advantage.

“Vizieram Raz made no reply.”

PRESIDENT'S MINUTE, AUGUST 18TH, 1778.

“I am happy to acquaint the Board that a reconciliation has taken place between the two northern Rajahs, which I believe to be sincere.....If I wanted any circumstance to confirm me in the opinion I had formed of the necessity of sending Jaggernaut Raz to Vizagapatam,.....the last letters received from that factory will sufficiently evince the propriety of the measure.”—Evidences, pp. 56-60.

This account is taken from the case for the prosecution.

CHAPTER V.

SIR THOMAS RUMBOLD'S RELATIONS WITH MR. REDHEAD.

THE matters explained in the last chapter, which ended happily for the brothers, and favourably for the interests of the Company, were attended by an unfortunate circumstance, of which the Directors afterwards availed themselves, when desirous to wreak their anger upon Sir Thomas Rumbold. "We are in possession of one fact," they say, "which, as far as it extends, seems to convey an idea that the Zemindars were abused, and their money misapplied at the presidency."

The fact referred to was, that Sir Thomas Rumbold had an intriguing Secretary. That corruption extensively prevailed in India was well known to the Directors; but it served their purpose in the present instance to infer the corruption of the master from that of the servant. An examination into the imputations which have been raised against Sir Thomas Rumbold, because of his official connexion with Mr. Redhead, follows naturally upon the refu-

tation of the third charge, and will prepare the way for dealing with the fourth.

The intrigues of Mr. Redhead were not completed, but the intention was sufficiently clear. He had been for a short time the private Secretary of Sir Thomas Rumbold, but was retained in that employment but a few months after he arrived at Madras. The death of Mr. Redhead took place shortly afterwards. A paper was found among his effects to this purport, that the Rajah (or Zemindar) Sitteram Raz promised to pay Mr. Redhead a considerable sum, on condition of his assistance in obtaining several points, of which five were specified:—“1. The appointment of Sitteram Raz to be in effect the Company’s Duan, but the nominal one of his brother Vizieram. 2. The reconciliation of the two brothers, Vizieram and Sitteram. 3. The confirmation of the son of Sitteram as the adopted Rajah by a grant from the Board. 4. The annexation of Ancapilly, and Sitteram (two Zemindaries) to Vizianagrum. 5. The restitution of the fort at Vizianagrum to Vizieram Raz, who had been dispossessed of it by the former Government.”

This paper was described as a translation of an original in the Gentoo language. The paper

was unattested, and not signed by Mr. Redlead. It might have been only offered by Sitteram and not accepted; but the executors of Mr. Redhead deemed it sufficiently valid for them to make application for the payment. The claim was denied. A suit was then instituted in the Mayor's court at Madras, and a decision given in favour of the executors, but under circumstances which led to an appeal to the President and Council, who reversed the decision.

Of the five points specified, the merits of the first have been discussed; the two following were involved in that. As to the fourth—the annexation of the lands*—the fact is, that Vizieram had a mortgage upon them. It was a debt of justice to him to pay the mortgage debt, or give him the real pledge. The lease was only to him, and his passion for the land relieved the Company from his demand as mortgage, and gave to them an increase of revenue. It was, in fact, a losing bargain to Vizieram, except that he obtained the use of the land in perpetuity.

Of the fifth point,—the restitution of the fort,—it was at a later period, and when harmony

* Evidences, p. 280.

had been restored between the brothers, that Vizieram Raz, as it is expressed in the "Report of the Committee of Secrecy," "was got into good humour to petition for his fort." The justice and policy of granting this petition are discussed in Sir Thomas Rumbold's Answer to the Committee and Directors, in the Appendix to this volume.

The coincidence of these points with the determinations of the Council might have warranted suspicion, had the measures been new, or unjust, or only brought forward through the corrupt agreement; but Sitteram Raz was found at Madras, negotiating with the Board, when Sir Thomas Rumbold arrived there; and three of the points were recorded by them as approved, and desirable to be obtained.*

The Committee of Secrecy had something further to add on this case, which was adopted by the Bill, and is repeated by Mr. Mill:†—

"Your Committee find that the Chief and Council of Vizagapatam represented, that the practice had always been to receive reports of

* Second Report, p. 277.

† Sitteram Raz's Account Current with the Company. Appendix, Second Report, No. 54; and President's Report to the Board, No. 34.

the character and ability of those who proposed for leases from them; and that they had been much mortified in being overlooked in this instance;”.....and also that, “on the 10th of April, about a month after Sir Thomas Rumbold’s arrival, the gentlemen of Vizagapatam acquainted the Presidency that they had undeniable proof that a large sum, in money and grain, had been sent to Sitteram Raz at Madras.They represented the tenants as cruelly oppressed to make up this sum; and stated the reason of their making this representation to be, that some of his arrears might be secured for the Company.”

In the first “representation” cited, the Secret Committee have furnished the solution of the hostility Sir Thomas Rumbold met in his reform of this old “practice.” The second representation was shown to rest on no proof whatever. Of the land in question Sitteram had been in possession only two months; the proportions of specie and grain were not specified; Madras was the market for grain from the Northern Circars, and March the time for remitting it. It must have been dispatched, if at all, before Sir Thomas Rumbold’s arrival; but, upon receiving this communication, he, by the desire of the Board, made

application to Sitteram Raz, who denied the allegations, but promised to provide immediately for his instalment; and this promise, made on the 24th of April, was fulfilled on the 1st of May ensuing.*

This circumstance must have been overlooked by "the Committee of Secrecy;" they would not otherwise have been led to affirm, that "*the same kind of promise was accepted by the President in July, which had been made, but not observed, in April preceding.*"

This second promise was observed as punctually as the first; and, before the end of October following, the Rajah had paid what was due to the Company.

There was, moreover, found in the will of Mr. Redhead an assertion that he had received from the Nabob of Arcot a promise of a lac of rupees.† No written order from the Nabob to that effect appeared, and it was not stated that any such existed; neither was any date assigned to the promise, or any condition named.

* Appendix, Second Report, No. 54, Sitteram Raz, Account Current with the Company; and President's Report to the Board, No. 34. See also Evidences, p. 270.

† The executors were Mr. Petrie, an old servant of the East India Company, and Mr. Alexander Brodie, then at Madras. He was the father of the late Duchess of Gordon.

This verbal bargain was made to apply to the lease of the Jaghire, which, according to the date of that lease, was granted unanimously by the Council to the Nabob above a month after Mr. Redhead had been finally discarded, and had quitted the employment of Sir Thomas Rumbold.

Although the executors did not consider the money to be due, since, by memoranda in the handwriting of Mr. Redhead, they were acquainted with the conditions annexed to the promise, and knew that they had not been fulfilled; yet, as a matter of form, advised by their lawyer, one of the executors, Mr. Brodie, stated the claim made in the will to the Nabob of Arcot. He owned the promise, but added, "It was on a condition unperformed."

In three long examinations, evidence was given to the effect of what has been last stated; and, also, that Mr. Redhead had been recommended to Sir Thomas Rumbold by General Joseph Smith, to whom he had acted as Persian translator; that he had since been in the service of the Nabob of Arcot; that he had quitted him to proceed to England, in order to further some of the Nabob's projects with regard to Tanjore; that he returned to India in the ship with Sir Thomas Rumbold and the witness, Mr. Petrie;

that it was apparent to the latter, and confessed then to him by Mr. Redhead, as well as admitted in Mr. Redhead's subsequent correspondence, that "he had not Sir Thomas Rumbold's confidence;" and that this "breach" terminated in his being finally discarded from his office, early in August following.*

Before this evidence had been heard, the Counsel for the Bill had disowned the inferred suspicion, by declaring, before the House, that no imputation of complicity with the Secretary could be cast upon Sir Thomas Rumbold. This is noticed by Mr. Hardinge in "The Defence."

More than once Mr. Hardinge had insinuated that, "without prejudice to their zeal as advocates, they had sometimes deserted their prompter." On this occasion, Mr. Hardinge cited the words of Mr. Cowper: "One of the Counsel, with a manly concession, much to his honour, has told us that Mr. Redhead's guilt was not Sir Thomas Rumbold's guilt; and that no evidence had connected them. He, too, was the Counsel

* Private letters now existing in the possession of Sir Thomas Rumbold's family, written by him on his first landing at Madras, explain the cause of this displeasure; and mention that Mr. Redhead was only retained nominally in his employment, and on his urging that it would be detrimental to him to be discharged abruptly.

who closed the evidence, and who told us that it was his peculiar province to mark which of the charges were proved, and in what manner, and to what extent they were sustained." *

Mr. Cowper's precise words before the House, as recorded in his speech, were addressed to Sir Thomas Rumbold as follows:—"The honourable Baronet will understand me as not saying that Mr. Redhead's guilt is his guilt, or that Mr. Redhead's guilt is brought home to him; but if it appeared upon the records of the Court that he was his Secretary, it behoved him, to extinguish every spark of suspicion that might fall upon himself, to disclose this to the East India Company; but, till this inquiry took place, no notice whatever was taken by Sir Thomas Rumbold, of his reversal of the judgment of the Court."

It was established, however, by evidence, that the Company's knowledge of this transaction was, in the first place, derived from the communication of it to them by the President, sent in the usual course of the service; and that the proceedings of the "Appellant Jurisdiction" at Madras had been transmitted in the first ship that sailed for England.

* Judge Hardinge's Defence, p. 14.

The witness who gave this testimony was asked by a member of the House, "Where is the record of it?"

His answer was: "In the India House." * Thus the last shadow of suspicion against Sir Thomas in respect of Mr. Redhead is dissipated.

* Minutes of Evidence, p. 518.

CHAPTER VI.

THE EXTENDED LEASE OF THE JAGHIRE LANDS.

By the extension to the Nabob of Arcot of the lease of the Jaghire lands from one year to three, the advantages obtained were, that the arrears of rent, amounting to £90,000, which would probably have been lost to the Company if the lands had been taken out of the Nabob's hands, were insisted upon, and actually paid into the treasury. Also that new and very advantageous conditions were imposed.

The Nabob agreed to repair the tanks and water-courses, which had fallen into decay, and were greatly injured by late floods, so that now there were serious apprehensions of famine. These expensive works the state of the Madras treasury did not permit to be undertaken. Very particular stipulations were made in favour of the weavers, who principally dwelt there; they were to be exempt from taxes, with other immunities. Any native, being oppressed, had liberty of appeal to the President and Council of Madras, who reserved to themselves the power

of displacing the Nabob's agents. The rent was to be paid monthly; and, on failure of one month, the Board would be at liberty to resume the Jaghire, and to let it to whom they pleased.

The strict observance of these conditions was secured by the last article of the lease, which provided that the Council should, at any time, send one or more of the Company's servants to survey the lands, and to see that all the conditions were strictly complied with.

Hitherto there had been no regular covenants between the Nabob and the Company for lands leased to him, but simply agreements by letter. Lord Pigot had attempted a similar proceeding to that now adopted, but was opposed by his Council, who prevailed against him. The Nabob had been willing to continue the lease upon the old terms; but, a delay having occurred in the usual application, the President and Council took advantage of it to ascertain more precisely what value might be set upon the lands, and to impose new conditions. At these the Nabob revolted, especially at the reparation of the tanks, the expense of which, he said, could not be repaid to him under five years.

The Council refused to lease for five years,

as the Nabob desired; but they consented to an extension of the lease from one to three years.* After demurring nearly three months, during which three letters were written to ask his decision, his desire to possess the land prevailed, and the Nabob accepted the conditions.

In arraigning Sir Thomas Rumbold for this lease, the Directors endeavoured to represent that his fault was aggravated by their having declared the intention of taking the lands into their own hands. Although the policy of letting them to the Nabob at all had been a question much agitated, and different opinions had been expressed, the Directors, while willing to admit that more might be obtained from the land if farmed by the Company, had relinquished that contingent benefit, assigning expressly as their reason, that they were apprehensive "such a measure would alienate the Nabob;" and also that it could not be carried into effect "until a plan should be settled for taking them into their own hands." No plan of this kind had been formed; and, at this time, very especial injunctions had been given to the Council of Madras to conciliate the Nabob on account of the displeasure recently occasioned to him by

* Evidences, pp. 314, 322, 323.

the affair of Tanjore.* The Directors had written to this effect: "As we wish by every possible means to conciliate the mind of the Nabob, our friend and ally, apparently disturbed by the late transactions, we have herewith enclosed a letter to his Highness; † and we strictly enjoin upon our President and Council to exert their utmost endeavours to conciliate the affections of his Highness and family; and to be particularly careful on no account or pretence to infringe any of his rights, privileges, or immunities. . . . We rely with the utmost confidence on your affording him every assistance in your power towards obviating any difficulties, or removing any embarrassments, in which his affairs may unhappily have been involved." ‡

These injunctions would have been entirely disregarded had this time been chosen to dispossess the Nabob of the land; but the best comment upon the affair is, that the Directors confirmed, and afterwards renewed, the lease, having profited by the terms, which the exten-

* Evidences, pp. 307, 308.

† Ibid., p. 311.

‡ The Counsel for Sir Thomas Rumbold desired to produce the letter from the Directors to the Nabob. This was objected to by the Counsel for the Bill.

sion of the lease could alone have obtained for them.*

In the account of this transaction in the Report of the Committee of Secrecy, the arrears of payment due from the Nabob are inserted immediately after the statement of the lease granted to him by the Council of Madras, although it was known to the framers of the Reports that all arrears, with the current rent for all lands leased to him, had been obtained.†

But, further than this, they produce a long extract from a Minute formerly given, in order "to show" (they say) "that a difference had

* Evidences, p. 309.

† Throughout the statement made of this transaction in the Report of the Committee, the usual dishonesty prevails. The rent the Nabob engaged to pay is there rated at 324,000 pagodas; but this was exclusive of Poonamalee, which formed part of the Jaghire lands, and, with this addition, the rent paid amounted to 364,000 pagodas.

But, further, there were other offers to rent the land. One of these only proposed for the whole, and at a higher rent than was offered by the Nabob. The Board, on giving consideration to this offer, found that no security was given but the previous mortgage of the lands in question, and that the repairs were to fall upon the Company.

In the Report of the Committee the difference of the rent offered is set forth, but the essential circumstances that attended it are suppressed.

taken place in the sentiments of the President on this later occasion." * Here they have merely left out the word "not," so as to change the whole meaning^o of the sentence. They make the President say, "The Nabob has attended to the repair of the tanks." If we turn to the Appendix, it will be seen his words were, "The Nabob has *not* attended to the repair of the tanks." †

* Second Report, Appendix, No. 148. † Ibid., No. 153.

CHAPTER VII.

THE FOURTH CHARGE. SIR THOMAS RUMBOLD'S RELATIONS WITH MR. SADLIER.

At the period of which we have to speak, Mr. Sadlier was at Madras under rather humiliating disabilities, having been partially restored by the influence of Lord Pigot, after a suspension from the Company's service, for his conduct in a distant settlement. It was a special object in Sir Thomas Rumbold's instructions to restore the harmony that had been so seriously interrupted. This object he considered would be promoted by employing the talents and activity of Mr. Sadlier as chief of Masulipatam, the situation being temporarily vacant, rather than at Madras; while, at the same time, he might be a useful instrument of his policy, in the check which he aimed at the subordinate intrigues. Mr. Sadlier was all gratitude for "this protection of him from the grossest calumny," and he sent much useful information concerning the Zemindars of

the district; but he gave the President also very prudential advice, in order to deter him from his object. "Leave the subordinates to themselves, else they will make you answer for them; this very measure of calling the Zemindars to Madras will give them a handle for such a turn in their favour. Will not the effect of former mismanagement be laid to your door? If the settlement is on the decline, would it not be prudent to leave the Government, hitherto charged with responsibility, to justify its measures, to work out its *own misfortunes, and bear the censure it deserves?*" In yielding to these suggestions, Sir Thomas Rumbold would doubtless have consulted his personal ease, and escaped much of the persecution to which he was afterwards exposed; but he would have betrayed his trust, and justly have incurred the censure of having paid no attention to another letter from Mr. Sadlier, of the same date, professedly "written in confidence."—"It may be destroyed." In this letter, without any evidence produced, or hint from what quarter the accusation came, Mr. Sadlier states the corrupt conduct of four servants of the Company by name:—three were his predecessors at Masulipatam; the fourth was the Governor of Madras for the time being, who

was accused of sharing the profits (on the occasion of the renewal of the tribute of the Zemindars) with these subordinates.

It was not pretended that these offences had been committed during the government of Sir Thomas Rumbold; the persons no longer filled those stations, and some were in England. It must also be observed that one of the persons accused, (Mr. Whitehill,) if not others, had been concerned in the former suspension of Mr. Sadlier from the Company's service. This confidential letter, which in the Report of the Committee is represented as "official intelligence," Sir Thomas Rumbold did not conceive himself at liberty to disclose. It was not, however, neglected; he ventured with greater determination upon the hazardous task of reforming abuses, without feeling himself justified in prudence or in honour to direct his attack against persons. He stated, however, fairly and distinctly, the nature and consequences of the abuses to the Court of Directors, whose immediate duty it was to institute an inquiry. The honourable Court, however, never expressed the slightest curiosity with respect to the persons by whom the abuses had been committed.

The covenant which Sir Thomas Rumbold

entered into with the Company, bound him to disclose "offences of this nature *that should take place.*" If he were guilty in not disclosing such as were past that came to his knowledge, how did Mr. Sadlier escape, who was bound by the same covenants, and had the opportunity of investigating the evidence? Yet, after two years and a half, when the secret was grown obsolete in his keeping, and Sir Thomas Rumbold, with whom he was no longer on terms of amity, had left Madras, and Mr. Whitehill had been dismissed in disgrace by the Council of Bengal, Mr. Sadlier delivers up the letter. It was not, however, un mutilated. In the form of an affidavit before the Mayor, he declared this to be an exact copy of what he had sent to Sir Thomas Rumbold; but it was found, when compared with the original, to vary in some material points, and such as it was important to his reputation to suppress.

When Mr. Sadlier was removed by a vote of the Board from the seat to which he had succeeded at Sir Thomas Rumbold's departure, this gentleman, distinguished in the Report of the Committee of Secrecy as the "high-spirited and virtuous Mr. Sadlier," made an offer to sell his integrity and public spirit. He told the Presi-

dent that, if he could but be reinstated at the Board, he would bury the letter in oblivion. This offer was disregarded, and he forwarded the paper to the Secretary of the East India Company.*

A few words must be added on the subject of the Zemindars. Mr. Sadlier endeavoured by every means to deter them from accepting the summons to Madras, by apprizing them of the hard terms that would be imposed upon them there; and that the journey would be annual, which was never contemplated by any of the Board. Those objections, which it is stated in the Report were made by them, were found to be the very words suggested to them by Mr. Sadlier.†

The circumstances of this case have been so far entered into on this account. It was one very strongly insisted upon in the Bill of Pains and Penalties. The exaggerated statements of the sums remitted to England, and adopted by the Committee, were made by Mr. Sadlier; although it may be observed, that he never attempted to shape one charge on that score

* See the Minute of the President, C. Smith. Evidences, pp. 298, 299.

† *Ibid.*, p. 232.

against Sir Thomas Rumbold; and to Mr. Sadlier was principally due the disunion of the Council of Madras, that had so fatal an influence on the early conduct of the war.