



Dear Sir,

Lucknow, 21 Feb. 1785.

I have had the honour to receive your letter of the 9th instant, with the enclosures of one for Hyder Beg Cawn, and one for Almas Ally Cawn, and duplicates of your former letters to these persons, and to Haffin Rezza Cawn.

Herewith I have the pleasure to transmit to you answers from the Nabob Vizier and his two principal ministers to your first letters: I am acquainted with their contents, although I had no share in their composition. I can assure you, that they contain the genuine and unmixed sentiments of the writers; and, for this reason, I am persuaded will afford your real satisfaction. I have the pleasure further to assure you, from the opportunity of daily personal observation, that the Shah Zaada, the Vizier, and his ministers, entertain the most entire confidence in your justice and friendly intentions towards them; and that no uneasiness remains upon their minds, but what arises from their personal attachment and esteem for Mr. Hastings.

I am willing to believe that you will consider the mention which is made of me in these letters, as a proof that I had no part in dictating them. I own that my vanity is gratified by the favourable opinions expressed of me; yet a sense of delicacy would induce me to desire they might be suppressed, if it had not occurred to me that they might serve as an argument in support of the honour which you have done me to continue me in the charge of the affairs of your Government at this Durbar.

The Shah Zaada is preparing his answer. Almas is at a distance; but I expect his also in a day or two.

The enclosed order for two hundred and two gold mohurs is the accustomed nazars of congratulation from the ministers Haffin Rezza Cawn and Hyder Beg Cawn.

As your letter informs me that Mr. Hastings had finally taken his departure, I beg leave in this place to offer you my sincere congratulations on your accession to the honourable and important station which he has resigned, and my warmest wishes that your administration may be invariably prosperous.

In my letter of the 13th instant I had the honour to acquaint you with the state of the most material concerns of the Vizier's Government. The incursion of the Seiks was sudden and predatory, they retired on the first appearance of the Vizier's troops, without any considerable booty, nor have they since attempted to disturb the Vizier's dominions; on the contrary, the chief who is at this time with a body of those people near the Vizier's frontier, on the western side of the Ganges, has written to the Aumil of Rohilkund, that the late incursion was an act unauthorized by and offensive to their State. The greatest part of these freebooters have retreated across the Jumna, on the approach of Lieutenant Colonel Knudson's detachment, and those who remain in the Doab will avoid giving him any pretext for attacking them; their present purpose is to levy their tribute upon the country of the late Zaabita Cawn.

In this situation of security from their further ravages, the Vizier has recommended it to Colonel Sir John Cumming to return to Futty Ghur, with the principal part of his force, leaving Lieutenant Colonel Knudson, with two regiments, at Anoopshire, until the rise of the river shall make the passage of the enemy impracticable, which will be early in the month of April.

The minister and Almas Ally Cawn continue on terms of entire cordiality and confidence. I have not the smallest apprehension that their good understanding will be interrupted, since you have given them both such encouragement to rely upon your protection and support, whilst they discharge their respective duties for the advantage of both Governments: and as they know how essentially their own honours and interests depend upon their zeal and fidelity, there can be no doubt of their best exertions.

I advised Mr. Hastings on the 22d ultimo, of the suspicions which the minister entertained of Almas Ally Cawn; but as I considered the exceptionable part of his conduct as calculated merely to obtain some advantage or indulgence in his farms, I told the Governor that I would not alarm Administration until I had proofs to justify the apprehension of serious danger. The truth is, that Almas Ally Cawn has been made too powerful and opulent a subject, and certainly would be too much for the Vizier's government, if he was not restrained by his connection with us: but as matters are now circumstanced, his defection would be attended with many ill consequences, and it cannot be denied that his opulence is productive of some good ones. His punctuality in payments



payment may be relied on; and he frequently affixes Government with the advance of very considerable sums in its exigencies. He knows that he can no where obtain such a degree of security for his person and property as he finds in his present situation; it must therefore be very unjust and rigorous treatment that will induce him to desert it; and so long as he continues it, proper management will turn it to the benefit of the State.

There can be no doubt that all the transactions between your Government, the Shah, and Mahajee Scindia, might be managed by a single agent: but I am almost certain that these two powers would not negotiate confidently with the same person. The Shah is far from being satisfied with the exercise of the authority and influence which Scindia has acquired over his affairs, and will struggle to free himself from his controul, whenever he thinks there is a prospect of changing it for another that will leave him a greater choice of action. He will never lose sight of your government, as his best resource against the injuries and indignities which are offered to him by those who assume the direction of his affairs; and as a time may come when it shall be thought as politic and expedient, as it may be thought just and honourable, to support the house of Timur, and as at all times Shah Allum will not fail to apply to you when he feels his situation too irksome for his patience, it will perhaps be necessary to have an express agent from your Government to reside with him for the purpose of confidential communication, which it would be difficult to conduct without one. I find also, that at this time the residence of an agent in the service of the Company is useful to the Vizier; and that he is desirous a separate agent should remain with the Shah until his return to Delhi, when it will be clearly known whether his Majesty is determined to continue the influence and authority of Scindia and the Mahratta State, or is disposed to change it. In the former case, an agent from you will not only be useless, but may be pernicious, whilst your Government, and that of the Mahrattas, continue in their present relative situation.

These reasons against giving any intimation to Major Browne of your sentiments upon this subject, have occurred to me upon a short reflection, but your judgment and information are so superior to mine, that I cannot expect my arguments should be conclusive; I offer them as my excuse for not hinting, until I hear from you again, any thing upon the subject to Major Browne.

Left the desire which is expressed in the Vizier's letter to you, of my continuing here, should be any restraint upon your inclination, at any time hereafter, to place another gentleman in my station, the smallest hint from you shall suffice to make the change my own act; and I sincerely declare, that whenever you may think proper it shall take place, I shall have a pride and satisfaction in the opportunity of evincing the extent of my wishes to deserve the confidence which you have reposed in me, and the regard which you have expressed for me.

I shall dispatch, by the public dawk bearers, to-morrow, and successively, some baskets of fruits, of which Hyder Beg Cawn requests your acceptance.

I have the honour to be,

with the truest attachment and respect,

Dear Sir,

Your most obedient,

and faithful humble servant,

(Signed) Wm. PALMER.

Dear Sir,

Lucknow, 24th February, 1785.

I have the honour to transmit to you herewith, a letter from the Shah Zaada, in answer to yours to him; and I have the satisfaction to assure you, that he is disposed to conduct himself entirely by the wishes and advice of your Government, and to place the firmest reliance upon your personal kindness and friendship.

The Prince and the Vizier live in perfect harmony; and the former appears to be very happy and contented with his present situation.



The Seiks have entirely evacuated the frontiers of the Vizier's dominions, and every thing within them is in a state of tranquillity, without the least appearance of further disturbance or obstruction in the collections.

I have the honour to be, with perfect attachment and respect,

Dear Sir,

Your most obedient,
and faithful humble servant,

WM. PALMER.

From the Prince: Received 7th March, 1785.

Your letter has been received, in which you write that you are ready and active, from your heart and soul, in obedience and fidelity to the presence, and that at all times, and in all situations, you consider your allegiance as your greatest happiness; and that you are hopeful of the same favour and protection from the Presence, as were experienced by the late Governor General. Before this I had been convinced of your fidelity and attachment to me; and now, from the representation of Major Palmer, and from the receipt of your arzee, I have been a hundred-fold more inclined towards you. The proofs of obedience in the late Governor General, and his labour and attention to forward my concerns, are well known to you, and that he was even desirous of returning to this quarter, to shew his attachment to the Presence, he must have acquainted you; as it has been necessary for him to depart for Europe, the settled allegiance which he had in his heart will, by the blessing of God, shew itself in your conduct. I am convinced of and depend firmly upon your attachment, and whatever favour and protection were shewn from the Presence to the late Governor General, will be doubled towards you. Know me to be beyond measure favourable, and well inclined to you; write constantly the accounts of your situation.

Read the following letters to the Governor General, from his Excellency the Nabob Vizier, and the Nabobs Husein Reza Cawn and Hyder Beg Cawn:

From the Vizier: Received 3d March 1785.

Your friendly letter, containing the proofs of your friendship and affection, and full of words of friendship, and letters of kindness, arrived and gladdened me with all the particulars of your sincerity and affection.

The connection and alliance which existed between the Company; the Governor General, Mr. Hastings, and the gentlemen of the Council, and the deceased Dawab during his life, need not be mentioned. By the blessing of God, the strength of this mutual affection is every day encreasing. Mr. Hastings was at all times ready to support the connection of friendship, to improve the affairs of the Company, to add benefits and advantages, and stability to the concerns of my government, and to preserve the credit and satisfaction of my ministers, who are faithful servants to both parties; and when he came to Lucknow, he settled an agreement with them for the payment of the debt to the Company, and for the good management of all my concerns. These circumstances are all known to you; and as you, out of regard to the sincere and close friendship, in conformity to the customs and rules of the English, who never deviate from their engagements, have determined to preserve it, and having from your friendship approved those plans are inclined to support between yourself and me the agreement made by the Governor General, Mr. Hastings; you have by this auspicious news made me happy and easy on all accounts. This matter was fully explained to the utmost satisfaction of my heart, by the letters of the Governor General, Mr. Hastings, and the representations of Major Palmer. I am now from your letter fully convinced that you will maintain that agreement, which is full of advantages to both sides; and Major Palmer has given me the greatest reliance upon you. I am now, hopeful, from your friendship, that in the same degree as the Governor General, Mr. Hastings, supported and maintained the strength of friendship, and the stability of my concerns, and the credit and the honour of my ministers, you also will at present, from friendship, be inclined to maintain the connection of intimacy, the establishment and promotion of good management in my affairs, and the honour and credit of my ministers; and I will at all times be equally steadfast in my friendship with you, as with the Governor



vernor General, Mr. Hastings. By the blessing of God the debt to the Company will be properly settled under the plan fixed by Mr. Hastings with my ministers. I have been highly delighted that Major Palmer remains with me on the former footing, because Major Palmer is always labouring with me to confirm the mutual friendship. From his letters you will learn all particulars of my friendship and satisfaction.

From Husein Reza Cawn: Received 3d March 1785.

Your gracious letter, containing the particulars of your friendship for his Highness the Vizier, and of your approval and resolution to maintain the plan which the Governor General, Mr. Hastings, settled before his departure from Lucknow, honoured me by its arrival in a happy hour. The letters of the Governor General, Mr. Hastings, assuring that you were determined to preserve the friendship of his Highness, and to shew favour to his ministers and dependants arrived, and the particulars were further and fully explained by Major Palmer, in consequence of your and the Governor General, Mr. Hastings's, instructions, and gave the highest satisfaction. As the labours of the Company's Chiefs have been always steadfast and firm in preserving the connection of friendship between the Company and his Highness the Vizier, and to this time its encrease has, under the Governor General, Mr. Hastings's, management, been published to the world and its inhabitants: At present, that your letters are arrived, and that with the pen of friendship you promise to preserve the connection in the same state of strength and steadfastness, his Highness and all his wellwishers are made happy and grateful for your favours. I am an old servant, was from the beginning the faithful servant and wellwisher of both governments; and now also, being fixed in the same obedience and fidelity, and considering you the same as Mr. Hastings, and being ready with my life, under a reliance upon your favour and protection, I will perform the duties of attachment, and will in no instance be deficient in the execution of your orders. I am convinced, from your kindness and favour, that the same protection as Mr. Hastings gave to my credit and honour, and the same favours as he bestowed, you, who have now expressed your approbation of my conduct, will fulfil my hopes, by bestowing upon me the further particulars of my readiness and obedience; and my dependance upon, and confidence in, the favours and kindness which you have expressed will be explained to you by the letters of Major Palmer, who formerly, in consequence of Mr. Hastings's instructions, and now, in obedience to your orders, has given his Highness and us, and all his Highness's servants, the greatest confidence in you. I am hopeful that I may be honoured with frequent letters.

From Hyder Beg Cawn; received 3d March 1785.

In the same words as the preceding.

From Husein Reza Cawn; 8th March.

Your gracious letter, full of the particulars of favour and friendship, arrived, and encreased my dignity; and I received the greatest pleasure and happiness from learning your favour and kindness, and your reliance upon the fidelity of me, whose sole desire is to experience your satisfaction and protection. By the blessing of God, and your good auspices, all matters will be completed in conformity to your wishes, and your great name and your dignity will be published in all Hindostan. The shadow of your favour and protection alone is necessary to produce that happy state of affairs which you wish; and the plan which the Nabob Governor General Amaud ul Dowla Bahadre settled in his own presence at Lucknow, will, through your protection, meet with a happy completion to your utmost satisfaction; at this time that from your knowledge of men, and your protection of your servants, you have written so full a consolation to us, and Major Palmer, in your name, has assured us of your favour and kindness, and your reliance upon us, not the smallest hope, doubt, or alarm, is left in the heart of his Highness and his servants. My present only wish is, that, employing myself from my heart and soul in the execution of your orders, and in obedience to your commands, I may preserve your satisfaction and pleasure, which I must conceive as my greatest happiness, in the same degree as I employed, obeyed, and executed the orders of the Nabob Governor General Amaud ul Dowlah; knowing my happiness to be concerned, I will from my heart and soul employ myself in fidelity and obedience to your commands,



mands, having and being at all times firm in my attachment to the Company's government, and that of his Highness, which are every way the same. I will now, through hopes of your favour and protection, be doubly so; for I, considering my own interests to depend upon my proper management of the concerns of both governments, and in your satisfaction, you will learn all these particulars from Major Palmer's letter.—The concern which, from your kindness, you mention to have felt on account of the Seiks disturbance in the neighbourhood of Bevelly is very flattering. The case is, that in the beginning, from the ghauts of the Ganges being fordable, the Seiks crossed the river, but immediately on the approach of the army of the Vizier, having no power to remain, they returned, and his Highness's army being again put under the command of Raja Jugnaut Bahadre, has in a proper manner disposed all the ghauts of the Ganges, and for a greater protection two regiments from the Company's forces at Futty Gurr are marching towards Andopshire; and his Highness's army having crossed at the ghauts, in the country of the King and Zabeta Khan, are going towards the river Jumna. The disturbances of the Seiks are now at an end, which I write for your information; and through your assistance, and the firmness of your favour and protection, all matters will be properly settled. I am, beyond dispute, full of attachment to both governments, and am hopeful that I may be gladdened by letters of favour and kindness. Further particulars of my attachment and ready fidelity to you, and my wishes to procure your satisfaction, will be fully known to you by Major Palmer's letters.

From Hyder Beg Cawn; Do.

In the same words.

EXTRACT of Company's Letter to Bengal, dated 11th April 1785.

Par. 63. **T**HE resolution you passed on the 31st December 1783 to withdraw the Residency from Lucknow, and to accept the offer made by the Vizier and his minister, to give the security of bankers of known credit and responsibility for the payment of the balance due to the Company, and the current kists, has our approbation; but by this approbation it is by no means our intention, either on the one hand to condemn the conduct of our Residents, or on the other to preclude ourselves from examining into the complaints exhibited against them by the Vizier and his minister. We approve likewise of the continuance of an Accomptant or Receiver at Lucknow, so long as any of the Company's troops shall be stationed in the Vizier's dominions, whose business must be confined to the sole purpose of adjusting and keeping the accounts between the Nabob and the Company, receiving the stipulated subsidy for those troops, and for appropriating the same in such manner as you shall think proper to direct.

LETTERS from Mr. Macpherson to the Nabob Vizier, Hyder Beg Khan, &c. and Fyzeulla Khan.

To the Nabob Vizier: Written 16th June 1785.

IN consequence of Major Palmer's wishes to return from his present office of minister for the Governor General at your Highness's court, I have appointed Colonel Harper to his office.

In this appointment I have been guided by my knowledge of your Highness's high opinion of Colonel Harper, and the real attachment which he bears to your family, as well as the great esteem which your ministers and people bear to him from the experience which your late most illustrious father had of his attachment and honour.

Major Palmer will introduce Colonel Harper with the proper ceremony to your Highness. Permit me to add, that it was the wish of the late Governor General, though he had no personal friendship for Colonel Harper, that he should be minister on the part of my government at your Highness's court, after the departure of Major Palmer.

If I had it in my power to shew a stronger mark of my attachment to your Highness, and of my determination to maintain the engagements settled between us than I now do by the appointment



ment of Colonel Harper, I would gladly give such a proof of my friendship. In every matter you will find me the true friend of your family, and the just supporter of your rights. Colonel Harper will explain particulars.

As Major Palmer is speedily to return to Calcutta, I trust your Highness will mark his departure from your court with civility and favour.

To Hyder Beg Khan, Hussen Reza Khan, and Almas Ally Khan, of the same tenor and date.

To Akbar Ally Khan: Written 16th June 1785.

I have the pleasure to acquaint you, for the information of his Royal Highness, that Colonel Harper is appointed my minister for the transaction of the affairs of my government at the court of the Nabob Vizier.

Colonel Harper will receive a separate and higher commission from me as my minister at the court of his Royal Highness, for whom I could not testify greater loyalty and affection than by such appointment.

Please to inform his Royal Highness of my constant attachment to his person, and that it will be my greatest ambition to obtain for him solid proofs of the regard and friendship of the English. The Nabob Vizier cannot oblige me more than by his constant proofs of obedience and personal friendship to his Royal Highness; and this is fully known to the Nabob Vizier, to his ministers and people. Write to me frequent accounts of his Highness's welfare, and of your own prosperity.

To Fyzeulla Khan.

In consequence of Major Palmer's wishes to retire from his present office of minister for the Governor General at the Nabob Vizier's court, I have appointed Colonel Harper to his office.

In this appointment I have been guided by my knowledge of his Highness's high opinion of Colonel Harper, and the real attachment which he bears to his Highness's family, as well as the great esteem which his Highness's ministers and people bear to him, from the experience which the late most illustrious Nabob had of his attachment and honour.

Permit me to add, that it was the wish of the late Governor General, though he had no personal friendship for Colonel Harper, that he should be minister on the part of my government at his Highness's court, after the departure of Major Palmer.

Considering me to be your true friend, write frequently, and let all your letters, and every information respecting your concerns, be forwarded to me through the Colonel, to whom I refer you for particulars.

To Muzuffer Jung, of Furruckabad.

Of the same tenor and date, except the last paragraph, which is as follows:

In consequence of your friendship for the Company, I have given you this information; and request that, considering me to be your true friend, you will constantly write me the news of your health.

*EXTRACT of Court's Letter to Bengal, dated 21st September 1785.*

Para. 6. **I**N your letter of the 17th January last you have submitted the following question to our determination, viz. "Whether the Company or the Vizier shall be charged with the expence of the detachment commanded by Sir John Cummings;" and we have taken an early opportunity of communicating to you our directions herein. As your late Governor General, in virtue of the powers with which he was invested, had agreed with the Vizier to strike out the charge of this detachment from his account from 1st January 1785, we hereby direct that the said agreement be punctually adhered to.

7. In the final arrangement of the military peace establishment which will accompany this dispatch, we have had in view the whole of the service which it will be necessary to provide for under your Presidency; such part of that establishment as will be stationed in the Vizier's dominions will be paid by him according to the stipulations of the subsisting agreements. But it is our positive order, that no greater number of troops be employed upon that service, unless at his Excellency's particular application and request; and that all the troops so employed be considered as part of our fixed establishment, which is not upon any account to be enlarged.

8. We cannot help expressing our regret that the opinion of your Board did not concur with that of the Governor General, when the question concerning the recall of Colonel Cumming's detachment was under your consideration, as the expence of it will, before the receipt of this letter, amount to nearly the sum of £. 300,000; and we agree with Mr. Hastings, that the brigade which by treaty is to be constantly resident in those dominions, would be found fully adequate to their protection. We therefore direct, that upon receipt of this letter not a moment be lost in ordering the recall of Sir John Cummings's detachment, so that the Company may be instantly relieved from the burden of that enormous expence.

16. The irruption of the Seiks, of which you advise us, leads to no other conclusion but the propriety of keeping a watchful eye over the western frontier of our own provinces, and those of the Vizier, which is the conclusion you properly draw from it.

17. In a preceding paragraph, we have directed the immediate recall of the Fatty Ghur detachment. But as by your last advices we find that in consequence of these hostilities from the Seiks in the province of Rohilcund, the Vizier had applied for the assistance of a part of this detachment, and that it was probable he would make a further request for the whole, we hereby order, that the detachment be continued so long as the Vizier shall deem such continuance necessary for his own security, in which case the expence thereof must be carried to his account, agreeably to the stipulations of the treaty of 1781.

18. But as soon as the Vizier shall cease to require the assistance of all or any part of that detachment, we direct our former orders to be carried into execution; and even during the time the Vizier may call for their assistance, we hereby order, that the whole expence of the staff, batta, and other contingencies, be immediately abolished.

19. And while upon this subject, we think it proper to express our approbation of the principles contained in Mr. Macpherson's letter to the Vizier, bearing date the 18th February last, and we expect that the agreements made between the Vizier and Mr. Hastings will be invariably adhered to.

20. Upon the same principle we must express our opinion, that if the continuance of Major Palmer with the Vizier is wished for by him, it would be improper at present to recall him, and far less would it be proper to send any person to reside with him whose presence would be peculiarly adverse to his feelings.

21. We observe what is stated relative to the good opinion Mr. Macpherson entertains of Mr. Bristow and Mr. Cowper. Upon that subject we purposely refrain from giving any opinion whatever; for the whole transactions in Oude for a considerable time past will very soon receive our full consideration, and it would be improper to anticipate any opinion at present.

22. In your letter of the 22d February last, we find it stated, that the sum charged to the Vizier for the brigade at Cawnpore is short of the actual expence, in the monthly sum of current rupees 33,760. 12. 4, and for the Fatty Ghur detachment is current rupees 49,287. 11. 8, and for the regiment at Lucknow current rupees 984. 3. 10. It is not our intention to charge to the Vizier more or less than by the treaty he has stipulated to pay; but we must at the same time direct,



rect, that you make such arrangements in the corps serving in his Excellency's dominions, without diminishing their actual force, as will reduce their expences within the sum stipulated for them.

23. As we consider the troops stationed in the territories of the Nabob of Oude as forming a strong barrier to our own provinces, and as in our separate letter of this date we have stated the established force which we think fully adequate to their defence, it is our meaning that those troops shall be considered as forming a part of such establishment.

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

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

Fort William, 20th March 1783.

Honourable Sirs,

IN your letter to the Governor General and Council, dated the 28th August 1782, you have been pleased to enter into a large discussion of my proceedings at Benares, and to apprise the Board of certain resolutions comprehending your judgment upon them. These resolutions, as the immediate cause and subject of my present address, I shall, to avoid the perplexity of frequent and remote reference, hereto subjoin.

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

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

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

“ That it appears to this Court that Rajah Cheit Sing performed his engagements with the Company in the regular payment of his tribute of sicca rupees 22,66,180.

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

I understand that these resolutions were either published, or intended for publication. As they have proceeded from an authority so respectable, every reader of them will naturally and without hesitation believe that the facts on which they necessarily and indispensably depend have been fully established.—And who are the readers? Not the Proprietors alone, whose interest is immediately concerned in them, and whose approbation I am impelled, by every motive of pride and gratitude, to solicit, but the whole body of the people of England, whose passions have been excited on the general subject of the conduct of their servants in India; and before them I am arraigned, and prejudged of a violation of the national faith in acts of such complicated aggravation, that if they were true, no punishment short of death could atone for the injury which the interest and credit of the public had sustained in them.

I hope therefore I shall not be thought to give unnecessary trouble in calling your attention to a subject not wholly personal, nor to fail in the respect in which I have never yet failed, to your



Honourable Court, in the mode of my vindication, which will not admit of the common delicacies of expression; for I cannot admit facts, however affirmed, which I know to have no existence, and by which my character has been blasted, nor will a simple denial or refutation of them be sufficient against such a charge, if I can at the same time appeal to your own knowledge, proved by the evidence of your own arguments, and to what your Honourable Court possesses of candour for my first justification and acquittal.

The facts affirmed, or expressed in terms equal to affirmation, in your resolutions, are as follows:

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

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

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

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

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

6th. The judgment passed on my conduct as deducible from these facts is that it was "improper, unwarrantable, and highly impolitic, and may tend to weaken the confidence which the native Princes of India ought to have in the justice and moderation of the Company's government."—Here I must crave leave to say, that the terms "improper, unwarrantable, and highly impolitic," are much too gentle, as deductions from such premises; and as every reader of the latter will obviously feel, as he reads, the deductions which inevitably belong to them, I will add that the strict performance of solemn engagements on one part, followed by acts directly subversive of them, and by total dispossession, on the other, stamps on the perpetrators of the latter the guilt of the greatest possible violation of faith and justice.

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

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

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

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

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

I deny that Rajah Cheit Sing, was bound by no other engagements to the Company, than for the payment of his tribute of ficca rupees 22,66,180.

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

I deny

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I deny that Rajah Cheit Sing was a native Prince of India.

Cheit Sing is the son of a collector of the revenue of that province, which his arts, and the misfortunes of his master, enabled him to convert to a permanent and hereditary possession. This man, whom you have thus ranked amongst the Princes of India, will be astonished, when he hears it, at an elevation so unlooked for, nor less at the independant rights which your commands have assigned him; rights which are so foreign to his conceptions, that I doubt whether he will know in what language to assert them, unless the example which you have thought it consistent with justice, however opposite to policy, to shew, of becoming his advocates against your own interests, should inspire any of your own servants to be his advisers and instructors.

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

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

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

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

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

The resolutions of your Honourable Court, as they stand unconnected in their original state, must be accepted as the conclusions from certain and established evidence; and this evidence, I must presume, you meant to produce in the long progress of detailed argument which precedes them in your general letter. This consists of pierced extracts from opinions delivered by me in the debates of council, which not only preceded the settlement made with the Rajah Cheit Sing, when his Zemindary became the property of the company; but, strange as it will appear, which passed on an occasion wholly foreign to it, and at a time when the company had not obtained the cession of the Zemindary. At the point of the settlement your detail stops; had it proceeded, it must have exhibited the conditions of the settlement, which would have contradicted every fact which you have asserted, and every man of candour will believe, that this was the only reason why it did not proceed; for why are my speculative opinions on the claim made upon the Nabob Affou ul Dowlah to the Cession of the Zemindary of Benares, which I thought an infringement of a treaty already subsisting with him, and upon the mode by which we should allow Rajah Cheit Sing to exercise the management of his Zemindary, when it had become the property of the Company, quoted in evidence against me when the actual deeds which conveyed to Cheit Sing his possession of the Zemindary, and all the conditions on which he held it, were the only criteria by which my conduct towards him could be tried? The debates from which my opinions are extracted are so voluminous, and my share in them bears so large a proportion, that it would take up much time and argument to prove what I could prove, that in their collective and relative sense they



they are perfectly consistent, so far as they can apply at all to my subsequent conduct; but were it otherwise, they were not to be made the rules of my conduct; and God forbid that every expectation dictated by the impulse of present emergency, and unpremeditatedly uttered in the heat of party contention, should impose upon me the obligation of a fixed principle, and be applied to every variable occasion.

The wisdom of the legislature has declared, that the whole collective body of the Governor General and Council shall be bound by the opinions of the majority; but the doctrine implied in your quotation of my opinion is the reverse of that obligation, if my opinions were not conformable to those of a majority of the Board, formed on such concurrent opinions, ought to be quoted as the rules of my conduct, not the opinions which only led to them.

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

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

But it is not in this partial consideration that I dread the effects of your commands; it is in your proclaimed indisposition against the first executive member of your first government in India; it is as well known to the Indian world as to the Court of English proprietors, that the first declaratory instruments of the dissolution of my influence, in the year 1774, where Mr. John Bristow and Mr. Francis Fowke. By your ancient and known constitution, the Governor has ever held forth and understood to possess the ostensible powers of government; all the correspondence with foreign Princes is conducted in his name; and every person resident with them for the management of your political concerns is understood to be more especially his representative, and of his choice: And such ought to be the rule; for how otherwise can they trust an agent nominated against the will of his principal? or how, knowing him to act under the variable instructions of a temporary influence, or the casual dictates of a majority, can they rely on the measures which he may propose, and which a sudden change of influence, always expected in a deviation from constitutional forms, may undo, and subject them, in every instance of their connection, to a continual fluctuation of affairs?

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

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

I almost shudder at the reflection of what might have happened at these denunciations against your own minister, in favour of a man universally considered, in this part of the world, as justly attainted for his crimes, the murderer of your servants and soldiers, and the rebel to your authority, arrived two months earlier. You will learn with your common dispatches what difficulties

Mahdajee

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Mahdajee Scindia has had to surmount in reconciling the different members of the Mahratta State to the ratification, and even when ratified, to the interchange of the duty included by him in May last with this government. I dare to appeal even to your judgment for the reply; and to ask, whether the ministers of the Peshwa, possessing the knowledge of such a circumstance, would not have availed themselves of it to withhold their consent to the treaty, either claiming to include Cheit Sing as a party in it, or either overtly or secretly supporting his pretensions, with the view of multiplying our difficulties; or, which is most probable, waiting for the event of that change in the superior government of Bengal, with such symptoms portended, before they precipitated their interest in a connection with a declining influence, which they might obviously conclude would render this, with all its other acts, obnoxious to that which succeeded it?

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

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

You, Honourable Sirs, can attest the patience and temper with which I have submitted to all the indignities which have been heaped upon me in this long service. It was the duty of fidelity, which I essentially owed to it; it was the return of gratitude, which I owed, even with the sacrifice of life, had that been exacted, to the Company, my original masters, and most indulgent patrons. To these principles have I devoted every private feeling, and persevered in the violent maintenance of my office, because I was conscious that I possessed, in my integrity, and in the advantages of local knowledge, those means of discharging the functions of it with credit to myself, and with advantages to my employers, which might be wanting in more splendid talents; and because I had always a ground of hope, that my long sufferance would disarm the prejudices of my adversaries, or the rotation of time produce that concurrence in the crisis of your fortune with my own, which might place me in the situation to which I aspired. In the mean time, there



there was nothing in any actual state of your affairs, which could discourage me from the prosecution of this plan. There was indeed an interval, and that of some duration, in which my authority was wholly destroyed; but another was substituted in its place, and that, though irregular, was armed with the public belief of an influence invisibly upholding it, which gave it a vigour scarce less effectual than that of a constitutional power. Besides, your government had no external dangers to agitate and discover the looseness of its composition.

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

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

It therefore remains to perform the duty which I had assigned to myself as the final purpose of this letter, to declare, as I now most solemnly do, that it is my desire that you will be pleased to obtain the early nomination of a person to succeed me in the government of Fort William;—to declare, that it is my intention to resign your service, as soon as I can do it without prejudice to your affairs, after the allowance of a competent time for your choice of a person to succeed me;—and to declare, that if in the intermediate time you shall proceed to order the restoration of Cheit Sing to the Zemindary, from which, by the powers which I legally possessed, and conceive myself legally bound to assert, against any subsequent authority to the contrary, derived from the same common source, he was deposed for crimes of the greatest enormity, and your council shall resolve to execute the order, I will instantly give up my station and the service.

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

I have the Honour to be,

Honourable Sirs,

Your most obedient,

and faithful Servant,

WARREN HASTINGS



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

W. H.

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

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

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

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

Resolved unanimously, 3d. That it appears to this Court, That the Governor General and Council did, on the 5th July 1775, recommend to Rajah Cheyt Sing to keep up a body of 2,000 horse, but at the same time declared there should be no obligation on him to do it.

Resolved unanimously, 4th. That it appears to this Court, that Rajah Cheyt Sing performed his engagements with the Company, in the regular payment of his tribute of Sicca rupees, 22,66,180.

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

OBSERVATIONS,



O B S E R V A T I O N S, &c.

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

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

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

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

"The letter from which the foregoing extracts were taken, was signed by the two Chairs and eleven Directors."

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

That for the 1st resolution they were 22 Directors against one.

For the 2d resolution there were 15 against 8.

The 3d resolution passed unanimously.

The 4th resolution, "that Cheyt Sing performed his engagements, &c." passed likewise unanimously.

For the 5th resolution, after the terms of it, respecting the conduct of Mr. Hastings, had been much softened, there were 16 Directors against 7.

The Governor General, in his letter respecting the said resolutions, has expressed himself in the following words:

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

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

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

On



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

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

The negotiation for establishing Cheyt Sing in the Zemindary of his father, was carried on by Captain (now Colonel) Gabriel Harper.—The following passage, in a letter from him of the 8th October 1770, to the President and Council of Bengal, giving an account thereof, points out the true line of policy which ought to have been followed by those who afterwards took the lead in that country: "I will leave to the young Rajah, and others, to acquaint you how I have conducted myself; only thus much let me say, that I have kept a strict eye not to *diminish our national honour, disinterestedness, and justice*; which I will conclude has had a greater effect in securing to the Company their vast possessions, *than even the force of their arms, however formidable, could do.*"

The settlement of the Zemindary in the family of Bulwant Sing was deemed of such consequence to the Company's affairs, that the President and Council, in their letter to the Court of Directors of 31st of October, 1770, offer their congratulations in the following words.—"Permit us, honourable Sirs, to congratulate you on so very happy a *conclusion* of an event we deem highly important to your interest. And in their letter to the Court of 24th of December following, they say, "that Cheyt Sing is now **FULLY** invested with the government, to the entire satisfaction of every one, and is considered by the Vizier as holding that country on the same terms as his father, the difference in the revenues excepted."

The Rajah, by a letter to the Governor received the 7th of November, expressed his sense of the obligation thus conferred upon him, in the following words: "The favour of the English Sirdars is such that I cannot describe the smallest particle thereof, and if even every hair of my head was a tongue, it would be impossible to express my sense of it."

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

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

In the beginning of the year 1773, it was determined by the Council of Bengal, that their President, Mr. Hastings, should proceed to Benares, in order to obtain a personal interview with the Vizier. And in their instructions to him upon this occasion, dated 23d June 1773, they say "We empower you to *renew*, on behalf of Rajah Cheyt Sing, the stipulation which was formerly made with the Vizier in favour of his father Rajah Bulwant Sing, *in consideration of his services to the Company in the year 1764.*"

Mr. Hastings having executed his commission, he, on the 4th of October, resumed his seat at the Board, and delivered in a report of his negotiations.

These negotiations, so far as they relate to Rajah Cheyt Sing, are reported in the following words:

"No. 3, is a Persian copy of a coulnama, or *engagement*, which I obtained from the Vizier, *confirming to Rajah Cheyt Sing and his posterity, the stipulations formerly made in behalf of his father Bulwant Sing.*—No. 4, is an English translation of it.—No. 5, a copy of the Vizier's pottah or rent roll, fixed with Rajah Cheyt Sing for the year 1178*, and alluded to in the coulnama.



“—No. 6, an English translation of the Pottah.—No. 7, the translation of a letter which I wrote to Rajah Cheyt Sing, as a further assurance of the condition promised in the *coulnama*.”

“The *coulnama* was executed in my presence, and attested by me. The Vizier desired that the stipulations made in favour of the Rajah might be executed in this mode, rather than by an article in the treaty, and it was equally satisfactory to the Rajah.—I must remark that he had already given the Rajah a *coulnama* of this tenor, soon after the death of Bulwant Sing, through the solicitation of Captain Harpur, by the orders of the Select Committee.—He could therefore have no reasonable plea to refuse the confirmation of it. Nevertheless he seemed to think his former act of so little validity, that he pressed me, in very earnest terms, for my consent that he should dispossess the Rajah of the forts of Luteefgur, and Bidjygar, and take from him 10 lacks of rupees over and above the stipulated rent; and he seemed greatly dissatisfied at my refusal. He argued, that the treaty of Allahabad related to Bulwant Sing *solely*, and was never meant to extend to his posterity. I confess the letter of the treaty expresses no more, yet I cannot conceive that either the Rajah or Lord Clive, when the treaty was made, could have intended it in that sense. It has certainly been differently understood, both by the Company and by this administration; and the Vizier himself had before put it out of all dispute by the solemn act passed in the Rajah's favour, on his succession to the Zemindary. I am well convinced that the Rajah's inheritance, and perhaps his life, are no longer safe than while he enjoys the Company's protection, which is his due BY THE TIES OF JUSTICE, AND THE OBLIGATIONS OF PUBLIC FAITH; and which policy enjoins us to afford him ever most effectually.”—
“His country is a strong barrier to ours, without subjecting us to any expences, and we may depend upon him as a sure ally, whenever we may stand in need of his services.”

In the translation of the *coulnama* given by Sujah Dowlah to Rajah Cheyt Sing, which was laid before the Council by Mr. Hastings, are the following passages:—“exclusive of the jumma* specified in the *cabooleat*, no increase shall ever hereafter be demanded. By the word of God, and the holy Koran, and of the blessed Imaums, this agreement is made between me and my heirs, and you and your heirs, and it shall never be deviated from.”

The Pottah fixes the tribute at rupees 22,48,449; and concludes in this manner: “by the favour of God there shall never be any deviation from this agreement.”

The paper No. 7, referred to in the before-mentioned report, which is a translation of a letter from Mr. Hastings to Rajah Cheyt Sing, as a further assurance of the conditions promised in the *coulnama*, is as follows:

“From the Governor to Rajah Cheyt Sing.

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

Such was the relation in which Rajah Cheyt Sing stood to the Company, previous to the sovereignty of Benares being transferred to them, upon the succession of Asoph ul Dowlah to the Subahship of Oude.

Mr. Hastings' idea that the rights of Cheyt Sing were established, even before the Company were the guarantors for the performance of the agreement between him and the Vizier, is clearly expressed, by his refusal to permit the Vizier to dispossess the Rajah of the forts of Luteefgur and Bidjygar, and to take from him 10 lacks of rupees over and above the stipulated rents.—But when Mr. Hastings, on behalf of the Company, became himself the guarantor of a treaty, which confirmed the Zemindary to Cheyt Sing and his heirs for ever, under a certain fixed tenure, how much more was the Company's protection due to the Rajah, “by the ties of justice and the obligations of public faith?”

* Amount of the tribute.

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

“ I quoted (to the Vizier) the treaty subsisting between the late Vizier and Rajah Cheyt Sing, and their heirs respectively, of which the Company were the guarantees. So long as the Rajah paid his kists when they became due, his Excellency on his part could not demand an increase of rent or sums in advance.”

And on the very eve of the conclusion of the treaty with Asoph ul Dowlah, the young Vizier, Mr. Hastings slept in between him and the Rajah to shield the latter from the unjust demands of the former, notwithstanding if the money had been received from the Rajah, the Vizier had promised to pay it to the Company in part liquidation of his debt. On that occasion the Rajah wrote a letter to Mr. Hastings, which he received on the 13th May 1775, expressing his acknowledgments in the following words: “ I have been honoured with your friendly letter, informing me, that, “ agreeably to my desire, you have written to the Nabob Asoph ul Dowlah, “ to desist from his demand of 6 lacs of rupees in advance.” It concludes, “ may the Almighty grant you a long continuance of every blessing which this world can afford, for your kindness to me on every occasion, who have no other dependance but on your favour!”

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

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

The death of Sujah Dowlah happened in the beginning of February 1775; and it having been agreed by the Bengal Council, on the 13th February following, that a new treaty should be executed with Asoph ul Dowlah, his son and successor, the Governor General proposed, “ That each member of the Board should deliver in his sentiments of the conditions to be required or acceded to for the new treaty; observing that not having sufficiently considered the subject in the latitude which has been given to it by the foregoing resolutions, he wishes to prepare what he may have to offer himself.”

Upon which it was “ resolved, to adjourn unto the evening, that every member may prepare his ideas on the subject.”

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

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

The Board being assembled in the evening, the members delivered in their separate opinions in writing; so far as those opinions relate to the province of Benares they are here subjoined.

§ The Resolutions here spoken of related only to the Vizier.

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Mr.



Mr. Francis's Opinion.

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

"The present Rajah of Benares to be confirmed in the Zemindary, which may be perpetuated in his family, under a *fixed annual tribute*, and a *fixed fine* at each future investiture; a free trade to be opened between these provinces and his country.—*The Rajah's authority in his own government to be left free and untrouled.*"

Mr. Barwell's Opinion.

"The *independency* of Gauzeepoor on Oude is a great political object, and ought to be insisted on; and whatever may be resolved respecting the revenue paid by the Rajah of that country, the *English Government ought not to stand in the same relation to it as the late Vizier*; because the country of Benares and Gauzeepoor is a *natural barrier to these provinces*; and the Rajah should have the *strongest ties of interest to support our Government, in case of any future rupture with the Subah of Oude*. To make this his interest, *he must not be tributary to the English Government*; for from the instant he becomes its tributary, from that moment we may expect him to side against us; and by taking advantage of the troubles and commotions that may arise, attempt to disburthen himself of his pecuniary obligations."

Colonel Monson's Opinion.

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

General Clavering's Opinion.

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

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

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

Governor General's Opinion.

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

"2d. That an equal partition be made of the revenue of the Zemindary of Benares, between the Company and the Nabob of Oude; that is to say, that the Rajah shall pay monthly to each the sum of rupees 98,823. 2. 9; amounting, on the whole, to rupees 23,71,656. 12, per annum; that this participation be expressly declared to be intended as a pledge and acknowledgment of the equal relation in which the Rajah and his successors are hereafter to stand to both Governments."



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

Observation on the first Proposition.

" The Rajah of Benares, from the situation of his country, *which is a frontier both to the provinces of Oude and Bahar*, may be made a serviceable ally to the Company, whenever their affairs shall require it. He has always been considered in this light, both by the Company, and the successive members of the late Council; but to insure his attachment to the Company, his interest must be connected with it, which cannot be better effected, than by freeing him *totally* from the remains of his present vassalage, under the *guarantee and protection* of the Company; and at the same time *guarding him against any apprehensions from this Government*, by thus PLEDGING ITS FAITH, that no encroachments shall ever be made on his right by the Company."

Observation upon the second Proposition.

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

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

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

That all these opinions might be duly weighed by every member, the Board did not resume the consideration of them till the 3d of March. In the intermediate space, the Governor General and Council wrote to the Court of Directors, on the 24th of February, that as the subject then under consideration was "of great magnitude and importance, they had chosen to enter upon it in council, *with all the deliberation which it requires*." "The ideas of the different members," (say they) will appear in some of their consultations; they are not given in as conclusive opinions, but as sentiments subject to be canvassed, modified, and corrected, and tending only to *throw light upon the subject*, before the final determination of the Board; when that determination takes place, you shall be duly advised." Yet these opinions, so deliberately given, and to which the attention of the Court of Directors is thus particularly drawn, even before they became final resolutions, are interpreted by Mr. Hastings, in his letter, as expressions "*unpremeditatedly uttered in the heat of party contention*." And their subsequent letter to the Court of the 24th March, say, "The subject was agitated in council with every degree of *attention* and *circumstantial discussion* which its consequence demanded."

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

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

" Mr. Francis. Yes.

* Which relate only to the Vizier.



“ Mr. Barwell. Yes.

“ Col. Monson. No, I think not, as I see no advantage in it for the Company's interest.

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

“ Governor General. Yes.”

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

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

“ Whether it shall be made an article in the treaty, that, in consideration of the engagements to be entered into by this Government, to guarantee the possessions of the Nabob of Oude, as before resolved, he shall cede and make over to the Company the whole, or any part of the tribute due from the Zemindary of Gauzepoor?”

And the several members of the Board having given their opinions thereon, it was resolved, “ That a demand be made (of the Vizier) for the tribute of Gauzepoor, but that it be not considered an absolute and indispensable article in the negotiation with the Nabob.”

On consultation the 8th March, is entered another minute of Mr. Francis upon this business, in which is the following clause:

“ In agreeing to the proposed *independency* of the Rajah of Benares, my meaning was to adhere strictly to the 3d paragraph of my minute of the 13th of February. The Zemindary may be perpetuated in his family, on *fixed and unalterable conditions*. The conditions I proposed tend to secure us a great accession of revenue, without any accession of territory. It is highly for his own advantage to be considered as a vassal of the sovereign of these kingdoms, holding a great hereditary fief by a *fixed tenure*, and acknowledging the sovereign of Bengal and Bahar to be his Lord paramount.”

At length the new treaty with the Vizier was finally settled; by the 5th article of which the *sovereignty of Benares, and its dependencies, was ceded in perpetuity to the Company*.

The sovereignty of Benares being thus transferred to the Company, the Governor General, on the 12th June 1775, laid before the Board the following minute and observations for their consideration, with this preface:

“ The sovereignty of the Zemindary of Benares, and its dependencies, having been ceded in perpetuity to the Honourable Company, by the 5th article of the treaty lately formed with the Nabob Asoph ul Dowlah, it becomes immediately necessary to determine in what manner this right shall be exercised, and the regular payment of the revenue due from the Rajah secured.”

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

Before the recital of the Governor General's plan of settlement, it is necessary to remark, that though the *sovereignty* of Cheyt Sing's territories was removed into other hands, yet his *known and established rights* in those territories had undergone *no change whatever*. They are here acknowledged to exist in as full and compleat a manner as when the Vizier was his sovereign, and the



the subsisting engagements are allowed to remain in full force and virtue. The nature of those *just rights*, and the actual extent of *those engagements*, here recognized by the Governor General, may be ascertained by the several instruments already referred to, and by the construction put thereon by the Governor General, in his several interferences to prevent more being taken from the Rajah than the amount of his tribute.

But to proceed in the recital of the Governor General's propositions, with his observations thereon.

PROPOSITIONS.

" 1st. That Rajah Cheyt Sing shall pay in-
to the treasury of the Honourable Company
at Patna, in equal monthly payment, the
yearly revenue of 22,48,449 Sonaut rupees,
being the sum settled with the late Nabob
Sujah Dowlah, and confirmed by an agreement,
executed by the same Nabob, in presence of the
President of the late Council of Fort William,
at Benares, under date the 6th September,
1773."

" 2d. That the Rajah shall be empowered
to exercise a complete and uncontrouled au-
thority over his Zemindary, under the ac-
knowledgeed sovereignty of the Company; in
the government of the country dependant on
him; in the collection of the revenues; and
in the administration of justice."

OBSERVATIONS.

" There is no question that the Rajah can
well afford to pay this proportion of the rents
of his Zemindary; which consists of as rich
and well cultivated a territory as any district
perhaps of the same extent in India.—The
Company have a clear and indisputable right
to this sum, nor is it likely that he will either
contest it, or desire any remission of it. Be-
sides, the other conditions proposed in this
plan will virtually prove both an augmenta-
tion of his means, and a diminution of his
real payments to government, as will be shewn
in the remarks on the last article. It is pro-
posed to receive the payment of his rents at
Patna, because that is the nearest provin-
cial station, and because it would not frustrate
the intentions of rendering the Rajah indepen-
dent. If a Resident was appointed to receive
the money as it became due, at Benares,
such a Resident would unavoidably acquire
an influence over the Rajah and over his
country, which would in effect render him
the master of both. This consequence might
not perhaps be brought completely to pass
without a struggle, and many appeals to the
Council, which in a government constituted
like this, cannot fail to terminate against the
Rajah; and, by the construction to which
his opposition to the agent would be liable,
might eventually draw on him severer restric-
tions, and end in reducing him to the mean
and depraved state of a mere Zemindar."

" 2d. The advantage which the Rajah will
receive from these concessions, exclusive of
the gratification which his pride would ob-
tain from the possession of a state of power and
dignity, unknown to any of his ancestors, and
the security of his person and possessions,
from the Company's protection, may be
rated equal to many lacks of rupees; which,
though saved to him, are no loss to the
government on which he depends; being all
articles of invisible expence in fees to the
ministers, and officers of the Nabob, in the
charges of a double establishment of Va-
keels to both governments, in presents and
charges of accommodation to the Nabob, during
his residence at any place within the bound-
aries of his Zemindary; in the frauds, em-
bezzlements, and oppressions exercised in the
mint, and the Cutwally, besides the allowed
profits of those officers; and the advantages
which every man in occasional power, or in
the credit of it, might make of the Rajah's
known weakness, and the dread he stood in,
both



PROPOSITIONS.

OBSERVATIONS.

“ That funnuds be granted to the Rajah, especially conferring upon him the power of appointing officers to the charge of the Catwally, and the mint of Benares: the latter to be subject to such orders and regulations as the Governor General and Council shall at any time think it proper to decree.”

“ both of the displeasure of the Nabob, and the ill-will of individuals among the English who were all considered, either in their present stations or connections, or the right of succession, as members of the state of Bengal. It would be scarce possible to enumerate all the inconveniences to which the Rajah was liable *in his former situation*; or to estimate the precise effect which they produced on his revenue, and on the gross amount of his expences; but it may be easily conceived, that both were enormous, and of a nature the most likely to lessen the profits of government, instead of adding to them.”

“ 3d. These offices have been *considered as marks of sovereignty*; at least this has served for the pretext to with-hold them from the Rajah, to whom they have been a heavy grievance. The Catwally especially, which being held in farm, and exercised under the authority of a prince, who had no interest in the welfare or ease of the people, has always been represented, as in it's obvious tendency it could scarce fail to prove, a source of the worst corruption and oppression, from which there was no appeal. If there be any weight in the plea for referring these prerogatives to the Company, the grant of them to the Rajah himself, by special funnuds, will be a sufficient expression of their *sovereignty*; although the solemn renunciation of it, already made by the Nabob of Oude, is the the best and most valid charter under which it can be claimed; and while they have three brigades, and a full treasury to assert it, there is no fear that their rights to it will be opposed by reasonings drawn from implied symbols of dominion. Some regulations will be immediately necessary for the mint, and others may occasionally become so. No alteration should be made in the weight or alloy of the coin to be debased, and the Rajah himself hold his right to the mint, on condition of his faithful observance of these rules. By the custom of Benares, all rupees struck in the mint are called ficeas, and pass as the current coin of the country for one year, after which they are charged with a batta, varying from 2 to 3 $\frac{1}{2}$ per cent. according to their dates, and pass under the denomination of Sonauts, or Gawker Shakees. It is in these species that the rents are payable to Government; and while they continue of equal and proper qualities, they may be introduced into circulation in the province of Bahar, without loss to the Company, and with an advantage to the collections. But the greatest care ought therefore to be taken, that the rupees be not debased; for if they are, they will occasion a double loss on the Company, by the immediate discount on them “ in



PROPOSITIONS.

OBSERVATIONS.

" 4th. That in return for these concessions, and for the performance of his duty as a vassal to the Company, the Rajah shall engage to maintain in constant pay, and ready at all times for immediate service, a body of 2,000 horse, on such a fixed establishment as shall be prescribed by the Governor General and Council; and that whenever the service of this corps shall be required by the Governor General and Council, it shall be assigned to the command of such officer or officers as they shall appoint, and be allowed from the Company an additional pay or gratuity of fifteen rupees per month, for each private man, and in proportion for the officers of the said corps, during the time of such service."

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

" in the treasury, and by a false currency introduced into the revenue."

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

" The voluntary restraint laid by Government on its own actions will afford the Rajah the greatest confidence, and naturally inspire him with sentiments of fidelity and attachment; both from the principles of gratitude and self-interest. Without some such appearance, he will expect, with every change of government, additional demands to be made upon him; and will, of course, descend to all the arts of intrigue and concealment practised by other dependent Rajahs, which will keep him indigent and weak, and eventually prove hurtful to the Company. By proper encouragement and protection, he may prove a profitable dependent, a useful barrier, and even a powerful ally to the Company; but he will be neither, if the conditions of his connection with the Company are left open to FUTURE VARIATIONS."

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

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

Upon the 4th article being read, several opinions were delivered in, of which the following are extracts:

Mr. Francis.—" I object to our compelling the Rajah to keep up an extraordinary force for our service, considering it in effect as an increase of the tribute; which is contrary to the principles which have guided my judgment from the first outset of this negotiation."

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



Colonel Munson.—“I am of opinion the Company should receive the Rajah's assistance on the same terms he gave it to the Vizier, or the present Nabob.”

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

Governor General.—“It was far from my intention to propose *this or any other article* to be imposed on the Rajah by **COMPULSION**; I only proposed it as an article of *speculation*.”

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

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

“Read the 5th article; approved the proposition in this article.”

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

“Resolved, That while the Rajah shall continue faithful to these engagements, and punctual to his payments, and shall pay due obedience to the authority of this government, *no more demands shall be made upon him, by the Honourable Company, of ANY KIND; or on any pretence whatsoever shall any person be allowed to interfere with his authority, or to disturb the peace of his country.*”

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

Some subsequent arrangements were made for ascertaining the exact amount of his tribute, which was finally settled at sicca rupees 22,66,180, and the royalties of the mint, of the administration of justice, and of the police, were afterwards settled upon him.

But Mr. Hastings is by no means willing to consent, that, in his examination of the rights and privileges which were possessed by the Rajah, any reference should be made to the instruments which passed between him and Sujah Dowlah in 1770, and to those of 1773, between the Rajah, the Vizier, and the Company, previous to the sovereignty of Benares being transferred to the latter; or to the opinions of the several members, and the resolutions of the Board in consequence, which were taken subsequent to such transfer; or to the solemn declarations which were made to the Rajah on his investiture. He wishes these to be buried in oblivion, and only desires to apply to the deeds which passed in consequence of those resolutions, and has accordingly pointed out the 9th and following pages of his narrative, printed in Calcutta, in which reference is made to the Sunnud, the Pottah, and the Cabooleat, dated the 15th April 1776.

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

That it was at one time the intention of the Board to make the Sunnuds accord with their own resolutions, as they ought to have done, appears evidently from the following minute of Council, 26th February 1776.

“Ordered, That the Secretary do prepare a draft of separate Sunnuds for the Zemindary and Cutwalla of Benares and Jaunpore, also of the mint of Benares, in the usual form, *expressing the conditions already resolved on, in the several proceedings of this Board.*” On the same day a letter was written to the Resident, wherein, after mentioning the terms of the remittance of the Rajah's tribute to Calcutta, they inform him “that they have ordered proper Sunnuds to be prepared, specifying the above, *as well as the several other conditions which have already been agreed to, and shall forward it to you to be delivered to the Rajah.*” And in their letter to the Court of Directors



rectors in the secret department of the 20th of the following month, they again explain the terms of the remittance, and say, "that a Sunnud for his (Cheyt Sing's) Zemindary shall be furnished him on these, and the conditions before agreed on."

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

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

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

As the Governor General's narrative has been long since in the hands of the public, where the Sunnuds, &c. by which Cheyt Sing held his Zemindary, are said to be contained, it is necessary, in this place, to compare them with those held by the Rajah under the Vizier.

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

In the Coulnama given by Sujah Dowlah, in 1773, are the following words: "*No increase shall ever after be demanded.*" In the Sunnud given by the Company, in 1776, these words are omitted.

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

Having pointed out these variations, it is necessary to answer an objection, that, to the uninformed, seems naturally to arise out of the subject, viz. That though the spirit of the several resolutions of the Board is not incorporated with the actual deeds, as it ought to have been; yet, as Cheyt Sing was ignorant of those resolutions, he was bound by the terms of the Sunnuds, after he had accepted them, notwithstanding their deviation from the genuine intent and meaning of the Council, as expressed in those resolutions.

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

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

"That under the acknowledged sovereignty of the Company, we are determined to leave him the free and uncontrouled management of the internal government of his country, and the collection and regulation of the revenues, so long as he adheres to the terms of his engagements; and will never demand any augmentation of the annual tribute which may be fixed.

"As we deem it very essential that the Rajah, for the protection of his Zemindary, should maintain a body of regular troops, we would strongly recommend to him the keeping in constant pay, and ready at all times for service, 2,000 horse, disciplined and clothed after the European manner. We cannot authorize you to insist upon this article. However, as it appears so obvious

"for



for his own interest, we doubt not but he will readily agree to it; and it must be left to his option to keep up, or reduce his present military establishment in consequence: And as an inducement we will agree, whenever we may find occasion to call for the assistance of this corps, or any part of it, *we will pay a gratuity of 15 rupees per month for each private man, and in proportion for the officers, during the time that they may be in our employ.*"

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

The following is extracted from it.

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

This letter also mentions, that Sunnuds for the grant of the mint and cutwally would be hereafter transmitted; and concludes, "the other sources from which the Nabob of Oude drew a revenue, will also be granted you, that you may possess *an uncontrouled and free authority in the regulation and government of your own Zemindary.*"

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

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

"Agreed, That the Sunnuds, Pottah, and Coulnama, be now signed and transmitted to Mr. Francis Fowke."—And on the 20th of November following, the Court of Directors were acquainted, "that Rajah Cheyt Sing had been invested with the Sunnuds for his Zemindary, and a Kellaut in all the proper forms."

Mr. Hastings has complained to the Court, that at the point of the settlement their detail stopped. The detail was necessarily stopped here; for the Sunnuds, &c. which passed upon the investiture, are not entered upon the Company's records. And it is fair to suppose, that these instruments agreed exactly with those which Cheyt Sing received from the Vizier in 1773; for in his letter to the Governor General, entered on the Persian correspondence of the 11th October 1775, he himself points out, that the Kellaut, with which he was to be presented on his new investiture, *is not of the same kind as that which he received from the late Vizier on the like occasion;* and in consequence thereof, the Board, in their letter to the Resident, of the 11th of October, "desire him to make enquiry respecting the nature of that Kellaut, and invest him with one of the same sort, on the part of this government, instead of that which they formerly described to him."

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

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

But one material piece of information respecting them, Mr. Hastings has thought proper to withhold; viz. *That the Rajah declined the acceptance of the Sunnud and Pottah, and objected to the execution of the Caboolat.*



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

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

Notwithstanding the before-mentioned transaction, the Governor General has printed the Sunnud of 15th April, without the alteration; and the words, "*all former Sunnuds to become null and void*," are suffered to remain in the instrument, which the Governor General has referred to as the *actual agreement.*

With regard to the Cabooleat, on which Mr. Hastings has laid so much stress, it was not possible for the Court of Directors to gain any information from that, for it is nowhere entered upon the Company's records; and the Governor General's narrative is the only place in which it is to be found.

As it clearly appears that there were three sets of grants executed, though only one set is to have been necessary, and one only actually subsisting, it is proper here to recapitulate the various circumstances of these transactions. On the 24th August 1775, the Board ordered the necessary Sunnuds to be prepared for Cheyt Sing's Zemindary. On the 4th September they were signed, though they are not entered on the Company's records. On the 24th of October, the Rajah was invested with these Sunnuds by the Resident, Mr. Powke. And on the 20th November the Court of Directors were acquainted, "*That Rajah Cheyt Sing had been invested with the Sunnuds for his Zemindary, and a Kellaut, in all the proper forms.*" After the investiture it was resolved, that the sovereignty of the mint and cutwally (administration of justice) should be vested in the Rajah. On the 22d of January 1776, the Rajah requested of the Board, through the Resident at his Court, that he might be furnished with Sunnuds, under their signature, for those offices. On the 30th of December, the precise amount of the Rajah's tribute was settled at rupees 22,66,180, with which the Board expected his acquiescence in consequence of the mint and cutwally being settled on him, "*and for the very great advantages he will derive by being thus secured in the free and independent government of his country.*" On the 26th February, the Resident expressed to the Board the Rajah's consent to the amount of the tribute as last settled. On which day the Board ordered the Secretary "*to prepare a draught of separate Sunnuds for the Zemindary and Cutwally;*" also "*of the mint, in the usual form, expressing the conditions already resolved on in the several proceedings of the Board.*" On the 15th of April the Board signed one Sunnud and a Pottah (not separate Sunnuds) in which Sunnud the Zemindary, the cutwally, and the mint, are included. A translation of the Sunnud and Pottah is entered upon the records, but not of the Coulnama. The Rajah objected to the Sunnud, on account of the clause, declaring all former Sunnuds to be null and void. The Board on the 29th July ordered new instruments to be made out (which are likewise not entered upon the records) omitting those words. These instruments were transmitted to the Rajah, and delivered to him by the Resident, Mr. Powke, who received back the former Sunnuds, and returned those of September 1775 and April 1776, to the presidency.

But it is not from the *letter* of the deeds of April, printed by the Governor General, supposing they had not been rejected by the Rajah, that a judgment on this important matter is to be formed. The *spirit* of them is to be attended to; *with a due regard to all the relative circumstances of the case;—to the minutes and resolutions of the Board;—to the declarations which were made to the Rajah in consequence of those resolutions;—and to the great political object of establishing a barrier for the security of the provinces in case of a future rupture with the Vizier.* In 1773, the Governor General was sensible that the *spirit* and *intention* of a treaty ought to be adhered to when he gave so liberal a construction, in the Rajah's favour, of the treaty which had been made between his father and the late Vizier, and in his several interferences, to prevent more being exacted from the Rajah, than the amount of the tribute.

Having thus shewn the relation in which Cheyt Sing stood to the Vizier, who settled on him and his heirs for ever the Zemindary of Benares, *on certain fixed conditions*; and likewise the guarantee of the English, that those conditions should be adhered to on both sides; the subsequent agreement (*acknowledging the former to be in full force*) which was made with him upon the sovereignty of the province being vested in the Company; and the *solemn assurances which were given to the Rajah, by the Supreme Council, in explanation of that agreement*; it is presumed every unpreju-



deed person must be of opinion, that the Court of Directors were warranted in resolving, "That Rajah Cheyt Sing was confirmed by the Governor General and Council of Bengal, in the management of the said Zemindary, (subject to the sovereignty of the Company) on his paying a certain tribute to the Company, which was settled at rupees 22,66,180; and that the Bengal government pledged itself, that the free and uncontroled possession of the Zemindary of Benares, and its dependencies, should be confirmed and guaranteed to the Rajah and his heirs forever, subject to such tribute; and that no other demand should be made upon him, nor any kind of authority or jurisdiction exercised within the dominions assigned him, so long as he adhered to the terms of his engagements."

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

On the 9th July 1778, the Board resolved, "That Rajah Cheyt Sing be required, in form, to contribute his share of the burthen of the present war (with France) by the establishment of three regular battalions of sepoy, to be raised and maintained at his expense."

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

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

It must be remarked in this place, that though this extra demand was contrary to the existing engagements, yet as the Rajah consented to the payment thereof, *for one year only*, it was, in a measure, legalized.—And it really seemed at one time to have been the intention of Mr. Hastings to abide by this condition, as appears from the following circumstance: On the 5th May 1779 the Resident at Benares wrote to the Board, that being applied to by the provincial council of revenue at Patna for eight lacks of rupees, on account of their very urgent necessities, he desired the Rajah to supply him with that sum, beyond the amount of what was then due. In their reply to the Resident on the 31st, the Board express their surprise at his "having ventured to make a demand upon Rajah Cheyt Sing, not warranted by his engagements with the Company, and without any authority from us." The Resident's answer of the 10th June following is worthy of particular attention. "At the time I mentioned to Rajah Cheyt Sing the sum of money government stood in need of for their present occasions, I was well aware that I could neither *consistent with your Honourable Board's orders, nor his engagements with the Company*, demand more of him than was thereby authorized; and therefore it was I only demanded payment of the amount of his kist due the 4th May, and left it to his discretion, upon the information given, whether to *lend further assistance or not*."

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

On the 18th July, the very day preceding the resolution of the Board to demand an additional five lacks for the year 1779, Mr. Hastings received a letter from the Rajah, saying, that his sole reliance was on him, "and that in every instance I depend on your faith, religion, promises, and actions."

After

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

This letter was received on the 27th August. On the 28th the Governor General replied to it; and without taking the smallest notice of the Rajah having charged him with a breach of promise, he says, "I now repeat my demand, that you do on the receipt of this, without evasion or delay, pay the five lacks of rupees into the hands of Mr. Thomas Graham, who has orders to receive it from you, and authority, in case of your refusal, to summon the two battalions of sepoy, under the command of Major Carnac, to Benares, that measures may be taken to oblige you to a compliance; and this case, the whole expence of this corps from the time of its march will fall on you."

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

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

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

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

Whoever seriously considers the agreement made between Cheyt Sing and the Vizier in 1770; the nature of the subsequent connection between the Rajah, the Vizier, and the Company, formed in 1773, as before described; the force of the minutes and resolutions of the Board upon the sovereignty of Benares being transferred to the Company, as above recited; the solemn declarations which were made to the Rajah on his investiture, as contained in the instructions to the Resident at his court, and in the Governor General's letter to him upon that occasion, which have been already referred to; the line of policy which the Bengal Government had prescribed to itself; and the general tenure by which Cheyt Sing held his country,—Whoever seriously considers all these points, with their relation to each other, must be convinced, that the various demands thus made upon the Rajah were not founded in justice; nor are they to be defended by any arguments drawn from the wants and necessities of a Government involved in difficulties, or the reputed wealth and prosperity of the Rajah.

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

* His Vackeel.



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

There was but too much of a prophetic spirit in this minute of Mr. Francis; for notwithstanding in the credentials given to the Governor General and Council, (consisting only of himself and Mr. Wheeler) the 3d July 1781, previous to his setting out on his intended journey to Benares, the arrangements he was to make in that province, were to be "*consonant to the mutual relation and actual engagements subsisting between the Company and the Rajah*;" it appears from the evidence of Mr. Wheeler, that Mr. Hastings had actually come to the secret resolution (for it is nowhere entered on the records) without the smallest regard to that relation and to those engagements, of obtaining 40 or 50 lacks of rupees from this very Rajah; and in case of his refusal, he determined either to remove him from his Zemindary entirely, or by taking immediate possession of all his forts, to obtain out of the treasure deposited in them, the above sum for the Company."

This is further corroborated by the affidavit of Major Palmer, the Governor General's military Secretary, with this additional circumstance, that by some means or other the Rajah, having heard of the Governor General's intentions, had made him an offer of 20 lacks of rupees for the public service; "but that he, the Governor General, was resolved to insist upon the first mentioned sum of 50 lacks of rupees; and if the Rajah should absolutely refuse the demand, that he, the Governor General, would deprive him of his Zemindary, or transfer the sovereignty thereof to the Nabob Vizier."

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

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

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

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

But wherein did the Rajah's delinquency consist? not in his want of punctuality in the payment of his tribute; this has never been affirmed. It must consist then, in his not complying with the repeated demands of the Board for a subsidy, contrary to the existing engagements. Let it be ad-

* Vide Governor General's Narrative.

† Narrative, Appendix.

‡ Narrative.



mitted that the Rajah discharged these with that reluctance which ever attends the liquidation of unwarrantable demands, yet there was nothing due on any of these new demands for months preceding the Governor General's journey to Benares.

The demand of 1778 was made in July, and wholly discharged by the 10th of October.

That of 1779 was likewise made in July, and wholly discharged by the 21st of October; and in November the Rajah paid 20,000 rupees for the expence of the detachment sent to enforce this demand.

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

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

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

It is equally unnecessary to remark on Mr. Hastings's denial, respecting the 4th resolution.—This is likewise a resolution of fact, that the Rajah was regular in the payment of his tribute, and what is not denied by the Governor General. The Court have acknowledged the sovereignty of the Company over the Rajah in their 2d resolution. But, that the Governor General and Council had a right to issue any orders in direct violation of the actual agreement subsisting with the Rajah, no one who seriously considers the nature of that agreement, in all its circumstances, will venture to assert.

But with respect to the last resolution of the Court of Directors, every one must join issue with the Governor General, and agree, that from the premises which have been already established, in the former part of these observations, "the terms *improper, unwarrantable, and highly impolitic*, are much too gentle. *The strict performance of solemn engagements on one part, followed by acts directly subversive of them, and by total dispossession on the other, stamps on the perpetrators of the latter, the guilt of the great & possible violation of faith and justice.*"

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

"I deny that Rajah Cheyt Sing was a native prince of India. Cheyt Sing is the son of a collector of the revenue of that province, which his arts, and the misfortunes of his master, enabled him to convert to a permanent and hereditary possession."

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

With respect to Cheyt Sing, Mr. Hastings himself has called the Zemindary "*his inheritance.*" In the instrument printed by the Governor General, 15th of April 1776, he is termed "*the great Chief Rajah Cheyt Sing Bebadre.*" By the instructions to the Resident at Benares, of the 24th of August 1775, he was to be invested "*with a kullaut in his palace, with all the usual formalities.*" And by the Resident's account of this matter, the ceremony was performed in all the parade of Eastern magnificence. But here another, and a more striking circumstance, may be added in proof of the Rajah's elevated situation. On the 24th of November 1775, Lieutenant Colonel Parker, who had the command of a brigade in the neighbourhood of Benares, acquainted General Clavering, that the Rajah had paid him a visit, and had made him presents, "*which,*"



“(says he) I did not reject, as it would be looked upon as the greatest slight I could offer to an *Eastern Prince*.” This letter was laid before the Council on the 6th of December. And so far was Mr. Hastings from being disposed, at that time, to dispute the rank which Mr. Parker thought he had among the Princes of Hindostan, that he immediately gave it as his opinion, “That neither the Rajah ought to have made the presents, nor Colonel Parker accepted them, because they were the pledges and marks of *inferiority* of the giver to the receiver; and I think it will become both the *justice and dignity* of this Board, to lay down such rules as shall prevent the Rajah hereafter from subjecting himself, or being subjected to ceremonies *unbecoming his rank and character*.” Upon which the Board resolved, that the Rajah should pay the first visit to none but the Governor General, the Chief Justice, and the members of the Board.

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

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

As to the annual sum which the Rajah was to pay on account of his Zemindary not being to be considered in the light of a tribute, it is termed so, with very few exceptions, from one end of the records to the other; in most of the letters from the Council to the Court of Directors, which speak of the subject, and even in the Governor General's own letter to the Rajah on his investiture.

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

But a perusal of the following minute of the Board, will put the matter beyond dispute.

Consultation, 4th September, 1775.

“The Secretary informs the Board, that the *Sunnuds* for the Rajah Cheyt Sing being prepared, he circulated the following proposal of the Governor General for their opinion:

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

“Agreed, that the *Sunnud*, Pottah, and *Coulnama*, be now signed, and transmitted to Mr. Francis Fowke.”

But to sum up the whole in a few words:—In 1765, Bulwant Sing, on account of military services rendered to the Company, was, through their means, secured in the possession of his country. In 1770, Cheyt Sing, his son and successor, was confirmed in the government of his father's territories, on paying a fixed tribute, by a treaty executed by the Vizier, declaring the terms of it to extend to the *posterity of either party*; under which treaty Mr. Hastings, from motives of justice and policy, would not suffer the Vizier to take from the Rajah more than the stipulated sum. In 1773, the former agreement was renewed between the parties, which, as before, was to extend to *their respective heirs*. To this agreement Mr. Hastings, on the part of the British Government, was the guarantee. In 1775, the sovereignty of Benares was transferred to the Company;



Company; and with a reservation of the just rights of the Rajah, and a due regard to the actual engagements subsisting with him, new sunnuds were issued in consequence of sundry resolutions of the Bengal Council, adopted with a view to the Rajah's independency, thereby establishing a strong barrier to the Company's provinces. Assurances were at the same time given to the Rajah that no demands of any kind should be made upon him beyond his tribute, and that no one should be suffered to disturb the peace of his country. In 1778, regardless of former assurances, and in direct opposition to the established policy, an additional demand was made upon him of five lacks of rupees, on account of the war with France. In 1779, notwithstanding his consent was for one year only, and his insisting that he had a promise from Mr. Hastings, that it should not be repeated, and which was not contradicted by him, another demand was made for five lacks more, and troops were ordered into his territories to enforce this demand, the expense of which he was obliged to defray. In 1780 the demand was repeated; and notwithstanding the Rajah had actually discharged all these extra demands, and was ever punctual in the payment of his settled tribute; yet in 1781 Mr. Hastings repaired to his capital, with an avowed intention to exact from him the enormous sum of fifty lacks of rupees, (though the Rajah, hearing of his intention, had previously made him an offer of twenty lacks) and in case of his refusal, to dispossess him of his Zemindary. He was arrested in his palace at Benares, a city held in the highest veneration throughout India. His own soldiers overpowered the party which guarded him, and in the confusion "the Rajah found means to escape through a wicket, which opened to the river, and the banks being exceedingly steep in that place, he let himself down by turbans, tied together, into a boat which was waiting for him, and conveyed him to the opposite shore*." Several actions afterwards took place between the troops of the Company and those of the Rajah; and his several forts, to which he had fled for protection, were successively captured by our forces. And as (according to Mr. Hastings) "the existence of a fugitive chief in the wilds and mountains would be little regarded, when he was expelled from the capital of his government, and the seat of his collections†," he was proscribed by public proclamation; the Range‡ was conferred on the grandson of Rajah Dulwant Sing, by a daughter married to Bauboo Deoghejey Sing, and the unfortunate Rajah Cheyt Sing (*a wretch § indeed!*) is now a wanderer in Hindostan!

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

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

EXTRACT of Court's Letter to Bengal, dated the 28th January, 1784.

Par. 7. **W**E must not suffer the Governor General's letter, relative to our resolutions about Cheyte Sing, to be passed over in silence, wearing, as it does, the appearance of animadversions on the conduct of his superiors, not to be justified in his situation.

8. The Court of Directors have not only an undoubted right, but their duty calls upon them to condemn any measure that shall appear of a dangerous tendency; the conduct towards Cheyte Sing was, in their eye, liable to destroy that confidence so necessary to be preserved with the country powers; the Court therefore hoped, by their marked disapprobation, to prevent any steps of the like kind in future. After the resistance which the Rajah had made, no countenance could be consistently shewn him; nor was any measure for his restoration ever proposed. But whilst the Governor General remains subject to the orders of the Court of Directors, he is bound to yield to their decrees. Therefore as his letter, addressing them with such unguarded warmth, must carry with it the appearance of tending to resist those whom it is his duty to obey, we consider him in that respect to have been very blameable. However, we turn aside from this disagreeable subject, to express great approbation at the extraordinary exertions of our Governor

* Governor General's Narrative.

† Ditto.

‡ Ditto.

§ Vide Governor General's Letter.



General and Council, to counteract the designs of our numerous enemies, and to furnish such large assistance and supplies for the Carnatic, in its wasted and desolate condition. It is to the abilities of our Commander in Chief, whose loss we sincerely lament, aided by your vigilance and support, we owe the preservation of that country, as the powerful irruptions of Hyder, and the hostile measures of France, had disabled our Governor and Council of Fort St. George from defending the possessions of our Ally the Nabob of Arcot.

To the Honourable William Hornby, Esquire, President, &c. Select Committee at Bombay.

Gentlemen,

OUR regret at the unfrequency, or perhaps unavoidable interruption of your correspondence with us upon the affairs of your Presidency, is proportioned to our anxiety for their prosperity, and the critical relation which the conduct of those affairs now bears to the general fortune of Britain in India.

From the commencement of the Mahratta war this Government, under even a change of opinion, had but one line of pursuit, and that was directed to peace. The difference of opinion extended only to the ground upon which that peace should be established and secured. In the first stage of the war, the ruling opinion of this Government, dissident either of the principle upon which it was begun, or of the force with which you conducted it, interposed its pacific check. In the subsequent and actual stage of the war, it was the wish of this Government to enable you to conduct it to an honourable and advantageous termination; a termination which was connected with the proper establishment of the reputation of your arms, and the necessary exclusion of our natural enemies from any footing in your neighbourhood.

It is neither our meaning, nor of present utility, to enter into any discussions of retrospect, much less of accusation. The public interest calls for other measures; and these should be, the union of every sentiment and every ability to make the best of our actual situation, and to secure the public safety amidst the attacks of our numerous enemies.

The late positive orders of our employers, in their commands of the 11th of April last, are, to conclude a peace with the Mahrattas at all events, and to carry the war from your coast into the dominions of Hyder Ally, the avowed ally of our natural enemies, and the most dangerous invader of our possessions.

From the necessity of the times, and obvious line of policy, which dictated those injunctions of our employers, a letter was addressed to you on the 11th September last, signed by Lord Macartney, Sir Eyre Coote, Sir Edward Hughes, and Mr. John Macpherson; that letter was transmitted through the Mahratta minister at Poonah, and it was left to their pleasure to forward it or not, as they adopted the conditions upon which it was to claim your attention,

In October last, we addressed to you a letter through the communication of our Governor General, who was then at Benares, and whom we vested with the fullest powers of this Government to correspond with you upon the subject of a peace to be concluded with the Administration at Poonah.

Copies of the joint letter from Fort St. George of the 11th of September last—of the letter upon the same occasion to the Peshwah—of the letter from the Court of Directors in April last—and of our letter to the Governor General in October, and of that addressed by us to you through him, as well as of his instructions to Mr. Anderson, who is appointed Minister Plenipotentiary upon the part of this Government to Poonah, go numbers with this letter.

The purpose and object of those respective papers is clear and definitive. We communicate them to you to impress more forcibly, if possible, upon your minds the general wish, both here and at home, to conclude a peace with the Mahrattas, and prosecute the war more vigorously against Hyder Ally. The separate peace which has been concluded with Scindia will certainly facilitate both those objects: but the first object is become daily more interesting, as experience convinces us that no military efforts from the coast of Coromandel can repel Hyder from the Carnatic,



natic, while that country can afford no subsistence to our army, and while the enemy has undisturbed supplies from his own extensive dominions in his rear.

In this situation, not all the provisions and extra revenue and credit which this Government is able to supply can do more, even when we command the sea, than sustain the army upon the coast of Coromandel, and enable it to march through the desolated tracts of the Carnatic, to meet the enemy where he chuses to stand, and relieve those interior fortresses, which, should they once fall under the dominion of Hyder, would advance the limits of his empire almost to the walls of Fort St. George.

Our enemy may now be said to interpose the Carnatic as a desert between him and our vengeance from that quarter, with the advantage upon his part of keeping us continually in the field without our having the power to improve our situation, even when we defeat him; but with this momentous disadvantage upon our side, that while we are thus situated upon the coast of Coromandel, our European enemies may, if they come in superior naval force, unite with Hyder, to starve us out of our strongest hold in the country. Is there no extrication from this dilemma? We trust there is; nor does there seem to be a moment to lose to decide about the necessary measures for this important end.

It is obvious to the plainest judgment, that the first necessary step to the relief of the Carnatic must be an interruption to these supplies which enable Hyder Ali to keep the field with such decided advantages. The query then is, Whether it is most expedient to leave our posts in the Carnatic unprotected, and, while we are superior at sea, to embark our troops from Fort St. George to invade Hyder upon his own coast? or, supposing it should be found impracticable to effect a peace with the Mahrattas by any formal stipulations, that you should relinquish all the countries upon the continent that you cannot maintain if a considerable part of your army is withdrawn; and, that after garrisoning Bombay and other posts effectually, that you should, with the remainder of your forces, make an exertion against Hyder Ali where he is most vulnerable, in his own dominions?

In a political situation, such as we are in at present, it is often necessary, without yielding to any dependence, to have in view the worst turn that affairs may be likely to, or can possibly take, in order to be prepared for the event.

Let us then suppose that every advance we make to peace with the Mahratta administration shall only tend to raise their demands, and encourage their insolence; that they may exact conditions which we cannot in honour accede to; and that while Ragoba is, in any shape, under our protection, or the administration that first espoused his cause continued at Bombay, the ministers at Poona may not think themselves sure in any peace that our present necessities may dictate.

Let us suppose farther, that any connection with either, or even their hopes from the aid of France, may encourage them to look beyond the recovery of those possessions which they have lost in the war; and, in a word, that neither our management in negotiation, or the fears of our resentment, can obtain for us an immediate peace with Poona: under these suppositions, the most unfavourable that can be advanced, it is of moment to determine, whether our withdrawing from the Mahratta war, under the reputable cover of orders from home, is not preferable to the carrying it on feebly,—while a war, not of conquest, but of self-defence, presses hard upon the existence of our influence in a quarter where, if the influence is lost, it cannot be easily regained as in your neighbourhood.

To suppose that this Presidency, or the abilities of the Company, can support the Mahratta war, so as by conquest (at the expence General Goddard has stated) to enforce a peace, and at the same time defray the expences of the defensive war in the Carnatic, is to suppose an impossibility, and under visionary hopes to embrace a system that would inevitably endanger all our possessions in India.

If this position then is true, it follows clearly, that if we cannot effect an immediate peace with the administration of Poona, we ought, in prudence, and independent even of the command of our employers, to desist from the Mahratta contest at all events, and turn our whole force against Hyder.

The solid principle upon which such a determination becomes necessary, is this: If the Carnatic is lost, our enemies must be immovably established there, and the valuable possessions of this government are afterwards exposed, notwithstanding their natural security, to the operations of



an enemy most advantageously situated; an enemy that might then choose its season of attack, if superior at sea, or successful in raising enemies upon our western and northern frontiers.

Whereas, if every place and possession dependent on the island of Bombay was lost, future efforts, supported from the Carnatic and this country, might regain them at any favourable crisis.

We have thus, gentlemen, we hope, with attentive and unpresuming discussion, gone over the ground of a very interesting alternative, which presents itself in our present involved situation.

Prepared for every disappointment that can happen in the present general hostility that is armed against us, we wish to avoid delusive systems of hope; but we are fortified against either dependence, or an undignified and timid pursuit of peace.

From a separate letter we address you, it will appear, that we are anxious to have an exact state of your debts, of your actual resources and disbursements, and likewise of your probable resources and disbursements for the ensuing year, with the best estimate you can send us of the investment you mean to send home to the Company, and an account of the bills you have drawn upon them. We have requested the same information from the Presidency of Fort St. George.

With these lights before us, and a view of our own resources and necessary disbursements, we shall have a pretty just idea of the faculties which the Company possesses, to carry on the contests in which they are engaged.

Confident that our zeal, if not our management, shall entitle us to the fair opinion of our country, and resolved rigidly to retrench every possible expence that can be saved, consistent with the most vigorous system of carrying on unavoidable branches of the war, we shall have no apprehension of wanting resources, while the property of our fellow subjects in this country, and the credit not only of our immediate employers, but of the power that constituted our present authority, can command finance.

The object that is at stake is the preservation of India to Great Britain, with those consequent advantages, which the Asiatic dominions of the state may hereafter be capacitated to refund for the relief of the whole empire.

In the exertions to maintain so valuable a branch of the Empire, a great and enlightened nation will soon discriminate the merit of real services, from either the parade of affected zeal, or that cold reserve of duty which hedges itself within the letter of orders, while public ruin is accumulating.

Permit us to hope, Gentlemen, That, sensible of the general danger, and animated with a consequent zeal, you will assist us cordially in the great object which we have thus variously stated to you, that of effecting, either by a defensive system with the Mahrattas, and an offensive plan of operation against Hyder, the essential purposes of a peace with the former, and a war with the latter.

Should Major General Meadows (who deserves so well of the Company in particular, and of his country in general, for resolving to come to the relief of India) arrive upon your coast, you will find him very able and willing to co-operate with you upon this system; and should any untoward accident prevent the speedy and safe arrival of Mr. Anderson at Poonah, you and General Goddard will please to peruse most attentively along with this letter, the Governor General's instructions to Mr. Anderson, as well as the instructions to Mr. Chapman, who is deputed to Nagpoor, you will then comprehend fully the decided and united wishes and resolutions of this government.

You will observe particularly, that the Governor General's instructions go to a Cession of all that can be yielded for peace. To deliver up Ragoba, or annul our treaty with Futty Sing, he justly considers as conditions that cannot be granted, for the public dishonour which such acts would stamp upon our national character. An Assent to have such a dishonour connected with the reputation of English Councils, would be weakness, and that weakness would occasion new and unanswerable demands. But it is the address of negotiation, and the wisdom of states to contrive, in difficulties such as these, a remedy that may obviate the embarrassment, and yet preserve



preserve every necessary dignity of proceeding. From General Goddard's letter to your Board from Surat, in September last, it appears that Ragoba was in separate negotiation with the ministers of Poonah for a maintenance to himself, and he has upon many former occasions shewn a wish to leave you. Those wishes might not only be permitted, but indulged and encouraged, and, in that event, the obstacle removes itself. The conduct of Futty Sing must be singularly meritorious as a native ally, if occasions do not occur where the annulling of the treaty would not be his own act and deed. In a word, Gentlemen, when the wishes of a government correspond forcibly with the public necessity, difficulties such as these we have supposed are made to vanish; and in the question we have thus discussed, there is one evident and relieving alternative which we have already stated—a defensive relinquishment of the Mahratta contest upon your side of India, which is in a manner tantamount to a peace with them by any formal surrender of all your continental acquisitions. Nor let us be disinclined to this alternative, from false ideas relative to those reflections which may in general be thrown out regarding the supposed misfortunes, mismanagements, and losses of this war from the beginning.

Were we disposed to enter into such discussions, observations might not be found wanting, to shew that good as well as evil consequences have followed from the war. One consequence has, we hope, certainly followed, and which is of infinite importance; that is, the tranquillity of these provinces from Mahratta invasion, maintaining during the war, and probably secured in future, from the impression which our arms have made in the heart of Hindostan.

In the preceding view of this question, it cannot escape you, that we have supposed the most unfavourable possible turn to the negotiation. We have done so purposely to leave no room for a misconception of our wishes; and that you should be prepared to adapt your measures to the general system, in the worst event of the Mahratta negotiation. Our real hopes are, that our Governor General shall, before this letter arrives at Bombay, have concluded not only a peace with the Poonah administration, but have arranged with them a treaty offensive against Hyder. We know that the ministers at Poonah have exhausted their treasures in the continuance of the war: That it has been a most ruinous war to their whole general system of controul over the revenues of India: But the Mahratta Empire is now broken, and we trust for ever, into separate states; and they have suffered so much in the dispute, that they will avoid war with us in future, and what is more essential, be so deterred from any European connection, that our natural enemies must remain excluded from any alliance with them that could be hurtful to our possessions.

To avoid the evils which we apprehend from a continuance of the Mahratta War, in our present situation with other enemies, and to avail ourselves of every advantage that your co-operation can give to the general system of affairs, is the ardent object of this full and candid address; as well as to obviate every possible embarrassment that may be created by a difference of opinion, or a reference to what is past, against our present operations.

We trust that our labour is not in vain, and that what is dictated by a most anxious zeal for the general relief of our affairs, will not be perverted to any little purpose of remark, but carry an effectual impression to your councils.

We observe to you, more for the sake of that form which candour requires, than from any possible apprehension that we shall have occasion to disprove of your future measures, or find fault with your inactivity, that we are unanimously and unalterably resolved to exert every authority of this government to enforce a correspondence of political system in all the Presidencies, and upon the foundation of the Company's orders; nor, in case of evident failure or neglect in any branch, shall we think a common proceeding sufficient. Before that power to which we wish our own conduct to be submitted, and which established our controuling authority, we are determined to hold forth, under special accusation, whatever conduct may in our opinion merit to be impeached.

Happy shall we be, on the other hand, to have occasion of marking to the notice of the Company and our country, those measures which may reflect lustre upon the discharge of the trust with which you are vested, and which, in the present most interesting situation of the state must, in the sensibility connected with a conscious fidelity and zeal, convey a gratification beyond every other advantage that situation can obtain or bestow.

We have, &c.

Fort William,
26th December 1781.

(Signed) Governor General and Council.

* Signed by Mr. Wheeler and Mr. Macpherson.

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COPY



(352)

COPY of the Minute of the Court of Directors, conveying their
Unanimous Thanks to Mr. Hastings, on the the 28th of June 1785.

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

It was moved, and, on the question,

RESOLVED UNANIMOUSLY, That the Chairman be directed, in the name of the Court, to congratulate Governor Hastings on his safe arrival, and to return him the thanks of this Court, for the long, faithful, and able services he had rendered the Company.

Mr. Hastings being then introduced,

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

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

East India House,
the 30th March 1786.

A true Copy.

THOMAS MORTON,
Secretary.

END OF THE FOURTH VOLUME.



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