

EDMUND BURKE

THE WORKS OF THE
RIGHT HONOURABLE
EDMUND BURKE, VOL.
09 (OF 12)

Edmund Burke

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Edmund Burke, Vol. 09 (of 12)**

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VII.—CONTRACTS

That the Court of Directors of the East India Company had laid down the following fundamental rules for the conduct of such of the Company's business in Bengal as could be performed by contract, and had repeatedly and strictly ordered the Governor and Council of Port William to observe those rules, viz.: That all contracts should be publicly advertised, and the most reasonable proposals accepted; that the contracts of provisions, and for furnishing draught and carriage bullocks for the army, should be *annual*; and that they should not fail to advertise for and receive proposals for those contracts *every year*.

That the said Warren Hastings, in direct disobedience to the said positive orders, and, as the Directors themselves say, *by a most deliberate breach of his duty*, did, in September, 1777, accept of proposals offered by Ernest Alexander Johnson for providing draught and carriage bullocks, and for victualling the Europeans, without advertising for proposals, as he was expressly commanded to do, and extended the contract for *three years*, which was positively ordered to be *annual*,—and, notwithstanding that extension of the period, which ought at least to have been compensated by some advantage to the Company in the conditions, did conclude the said contract *upon terms less advantageous than the preceding contract, and therefore not on the lowest terms procurable*. That the said Warren Hastings, in defiance of the judgment and lawful orders of his superiors, which in this case left him no option, declared, that *he disapproved of publishing for proposals, and that the contract was reduced too low already*: thereby avowing himself the advocate of the contractor, against whom, as representative of the Company, and guardian of their interests, he properly was party, and preferring the advantage of the contractor to those of his own constituents and employers. That the Court of Directors of the East India Company, having carefully considered the circumstances and tendency of this transaction, condemned it in the strongest terms, declaring, that they would *not permit* the contract to be continued, and that, "if the contractor should think himself aggrieved, and take measures in consequence by which the Company became involved in loss or damage, they should certainly hold the majority of the Council responsible for such loss or damage, and proceed against them accordingly."—That the said Warren Hastings, in defiance of orders, which the Directors say were *plain and unequivocal*, did, in January, 1777, receive from George Templer a proposal essentially different from the advertisement published by the Governor-General and Council for receiving proposals for feeding the Company's elephants, and did accept thereof, not only without having recourse to the proper means for ascertaining whether the said proposal was the lowest that would be offered, but with another actually before the board nearly thirty per cent lower than that made by the said George Templer, to whom the said Warren Hastings granted a contract, in the terms proposed by the said Templer, for three years, and did afterwards extend the same to five years, with new and distinct conditions, accepted by the said Warren Hastings, without advertising for fresh proposals, by which the Company were very considerable losers: on all which the Court of Directors declared, "that this waste of their property could not be permitted; that he, the said Warren Hastings, had disregarded their authority, and disobeyed their orders, in not taking the lowest offers"; and they ordered that the contract for elephants should be annulled: and the said Directors further declared, that, "if the contractor should recover damages of the Company for breach of engagement, they were determined, in such case, to institute a suit at law against those members of the board

who had presumed, in direct breach of their orders, to prefer the interest of an individual to that of the Company."—That the said Warren Hastings did, in the year 1777, conclude with — Forde a contract for an armed vessel for the pilotage of the Chittagong river, and for the defence of the coast and river against the incursions of robbers, for the term of five years, in further disobedience of the Company's orders respecting the mode and duration of contracts, and with a considerable increase of expense to the Company. That the farming out the defence of a country to a contractor, being wholly unprecedented, and evidently absurd, could have no real object but to enrich the contractor at the Company's expense: since either the service was not dangerous, and then the establishment was totally unnecessary, or, if it was a dangerous service, it was evidently the interest of the contractor to avoid such danger, and not to hazard the loss of his ship or men, which must be replaced at his own expense, and therefore that an active and faithful discharge of the contractor's duty was incompatible with his interest.—That the said Warren Hastings, in further defiance of the Company's orders, and in breach of the established rule of their service, did, in the year 1777, conclude a contract with the master and deputy master attendant of the Company's marine or pilot service, for supplying the said marine with naval stores, and executing the said service for the term of two years, and without advertising for proposals. That the use and expenditure of such stores and the direction of the pilot vessels are under the management and at the disposition of the master attendant by virtue of his office; that he is officially the proper and regular check upon the person who furnishes the stores, and bound by his duty to take care that all contracts for furnishing such stores are duly and faithfully executed. That the said Warren Hastings, by uniting the supply and the check in the same hands, did not only disobey the Company's specific orders, and violate the fundamental rules and practice of the service, but did overset the only just and rational principle on which this and every other service of a similar nature ought to be conducted, and did not only subject the Company's interest, in point of expense, to fraud and collusion, but did thereby expose the navigation of the Bengal river to manifest hazard and distress: considering that it is the duty of the master attendant to take care that the pilot vessels are constantly stationed in the roads to wait the arrival of the Company's ships, especially in tempestuous weather, and that they should be in a constant condition to keep the sea; whereas it is manifestly the interest of the contractor, in the first instance, to equip the said vessels as scantily as possible, and afterwards to expose them as little as possible to any service in which the stores to be replaced by him might be lost or consumed. And, finally, that in June, 1779, the said contract was prolonged to the said master attendant, by the said Warren Hastings, for the further period of two years from the expiration of the first, without advertising for proposals.—That it does not appear that any of the preceding contracts have been annulled, or the charges attending any of them abated, or that the Court of Directors have ever taken any measures to compel the said Warren Hastings to indemnify the Company, or to make good any part of the loss incurred by the said contracts.

That in the year 1777 the said Warren Hastings did recommend and appoint John Belli, at that time his private secretary, to be agent for supplying the garrison of Fort William with victualling stores; that the stores were to be purchased with money advanced by the Company, and that the said agent was to be allowed a commission or percentage for his risk and trouble; that, in order to ascertain what sum would be a reasonable compensation for the agent, the Governor-General and Council agreed to consult some of the principal merchants of Calcutta; that the merchants so consulted reported their opinion, that twenty per cent on the prime cost of the stores would be a reasonable compensation to the agent; that, nevertheless, the said Warren Hastings, supported by the vote and concurrence of Richard Barwell, then a member of the Supreme Council, did propose and carry it, that thirty per cent per annum should be allowed upon all stores to be provided by the agent. That the said Warren Hastings professed that "he preferred an agency to a contract for this service, because, if it were performed by contract, it must then be advertised, and the world would know what provision was made for the defence of the fort": as if its being publicly known that the fort was well provided for defence were likely to encourage an enemy to attack it. That in August,

1779, in defiance of the principle laid down by himself for preferring an agency to a contract, the said Warren Hastings did propose and carry it, that the agency should be *converted into a contract*, to be granted to the said John Belli, without advertising for proposals, and fixed for the term of five years,—“pretending that he had received frequent remonstrances from the said agent concerning the heavy losses and inconveniences to which he was *subjected* by the indefinite terms of his agency,” notwithstanding it appeared by evidence produced at the board, that, on a supply of about 37,000*l.*, he had already drawn a commission of 22,000*l.* and upwards. That the said Warren Hastings pledged himself, that, *if required by the Court of Directors, the profits arising from the agency should be paid into the Company's treasury, and appropriated as the Court should direct.* That the Court of Directors, as soon as they were advised of the first appointment of the said agency, declared that they considered the commission of twenty per cent as an ample compensation to the agent, and did positively order, that, according to the engagement of the said Warren Hastings, “the commission paid or to be paid to the said agent should be reduced to twenty pounds per cent.” That the said John Belli did positively refuse to refund any part of the profits he had received, or to submit to a diminution of those which he was still to receive; and that the said Warren Hastings has never made good his own voluntary and solemn engagement to the Court of Directors hereinabove mentioned: and as his failure to perform the said engagement is a breach of faith to the Company, so his performance of such engagement, if he had performed it, and even his offering to pledge himself for the agent, in the first instance, ought to be taken as presumptive evidence of a connection between the said Warren Hastings and the said agent, his private secretary, which ought not to exist between a Governor acting in behalf of the Company and a contractor making terms with such Governor for the execution of a public service.

That, before the expiration of the contract hereinbefore mentioned for supplying the army with draught and carriage bullocks, granted by the said Warren Hastings to Ernest Alexander Johnson for three years, the said Warren Hastings did propose and carry it in Council, that a new contract should be made on a new plan, and that an offer thereof should be made to Richard Johnson, brother and executor of the said contractor, without advertising for proposals, for the term of *five years*; that this offer was *voluntarily accepted* by the said Richard Johnson, who at the same time desired and obtained that the new contracts should be made out in the name of Charles Croftes, the Company's accountant and sub-treasurer at Fort William; that the said Charles Croftes offered the said Richard Johnson as one of his securities for the performance of the said contract, who was accepted as such by the said Warren Hastings; and that, at the request of the said contractor, the contract for victualling the Europeans serving at the Presidency was added to and united with that for furnishing bullocks, and fixed for the same period. That this extension of the periods of the said contracts was not compensated by a diminution in the charge to be incurred by the Company on that account, as it ought to have been, but, on the contrary, the charge was immoderately increased by the new contracts, insomuch that it was proved by statements and computations produced at the board, that the increase on the victualling contract would in five years amount to 40,000*l.*, and that the increase on the bullock contract in the same period would amount to above 400,000*l.* That, when this and many other weighty objections against the terms of the said contracts were urged in Council to the said Warren Hastings, he declared that *he should deliver a reply thereto*; but it does not appear that he did ever deliver such reply, or ever enter into a justification of any part of his conduct in this transaction.—That the act of Parliament of 1773, by which the first Governor-General and Council were appointed, did expressly limit the duration of their office to the term of five years, which expired in October, 1779, and that the several contracts hereinbefore mentioned were granted in September, 1779, and were made to continue *five years* after the expiration of the government by which they were granted. That by this anticipation the discretion and judgment of the succeeding government respecting the subject-matter of such contracts was taken away, and any correction or improvement therein rendered impracticable. That the said Warren Hastings might have been justified by the rules and practice or by the necessity of the public service in binding the government by engagements to endure one

year after the expiration of his own office; but on no principles could he be justified in extending such engagements beyond the term of one year, much less on the principles he has avowed, namely, "that it was only an act of common justice in him to secure *every man connected with him*, as far as he legally could, from the apprehension of future oppression." That the oppression to which such apprehension, if real, must allude, could only consist in and arise out of the obedience which he feared a future government might pay to the orders of the Court of Directors, by making all contracts *annual*, and advertising for proposals publicly and indifferently from all persons whatever, by which it might happen that such beneficial contracts would not be constantly held by men *connected with him*, the said Warren Hastings. That this declaration, made by the said Warren Hastings, combined with all the circumstances belonging to these transactions, leaves no room to doubt, that, in disobeying the Company's orders, and betraying the trust reposed in him as guardian of the Company's property, his object was to purchase the attachment of a number of individuals, and to form a party capable of supporting and protecting him in return.

That, with the same view, and on the same principles, it appears that excessive salaries and emoluments, at the East India Company's charge and expense, have been lavished by the said Warren Hastings to sundry individuals, contrary to the general principles of his duty, and in direct contradiction to the positive orders of the Court of Directors: particularly, that, whereas by a resolution of the Court of Proprietors of the East India Company, and by an instruction of the Court of Directors, it was provided and expressly ordered that there should be paid to the late Sir John Clavering "the sum of six thousand pounds sterling per annum in full for his services as commander-in-chief, in lieu of travelling charges and of all other advantages and emoluments whatever," and whereas the Court of Directors positively ordered that the late "Sir Eyre Coote should receive the *same* pay as commander-in-chief of their forces in India as was received by Lieutenant-General Sir John Clavering," the said Warren Hastings, nevertheless, within a very short time after Sir Eyre Coote's arrival in Bengal, did propose and carry it in Council, that a new establishment should be created for Sir Eyre Coote, by which an increase of expense would be incurred by the India Company to the amount of eighteen thousand pounds a year and upwards, exclusive of and in addition to his salary of ten thousand pounds a year, provided for him by act of Parliament as a member of the Supreme Council, and exclusive of and in addition to his salary of six thousand pounds a year as commander-in-chief, appointed for him by the Company, and expressly fixed to that amount.

That the disobedience and breach of trust of which the said Warren Hastings was guilty in this transaction is highly aggravated by the following circumstances connected with it. That from the death of Sir John Clavering to the arrival of Sir Eyre Coote in Bengal the provisional command of the army had devolved to and been vested in Brigadier-General Giles Stibbert, the eldest officer on that establishment. That in this capacity, and, as the said Warren Hastings has declared, "standing no way distinguished from the other officers in the army, but by his accidental succession to the first place on the list," he, the said Giles Stibbert, had, by the recommendation and procurement of the said Warren Hastings, received and enjoyed a salary, and other allowances, to the amount of 13,854*l.* 12*s.* per annum. That Sir Eyre Coote, soon after his arrival, represented to the board that a considerable part of those allowances, amounting to 8,220*l.* 10*s.* per annum, ought to devolve to himself, as commander-in-chief of the Company's forces in India, and, stating that the said Giles Stibbert could no longer be considered as commander-in-chief under the Presidency of Fort William, made a formal demand of the same. That the said Warren Hastings, instead of reducing the allowances of the said Giles Stibbert to the establishment at which they stood during General Clavering's command, and for the continuance of which after Sir Eyre Coote's arrival there could be no pretence, continued the allowances of 13,854*l.* 12*s.* per annum to the said Giles Stibbert, and at the same time, in order to appease and satisfy the demand of the said Sir Eyre Coote, did create for him that new establishment, hereinbefore specified, of eighteen thousand pounds per annum,—insomuch that, instead of the allowance of *six thousand pounds a year, in lieu of travelling charges, and of all emoluments and*

allowances whatsoever, to which the pay and allowances of commander-in-chief were expressly limited by the united act of the legislative and executive powers of the Company, the annual charge to be borne by the Company on that account was increased by the said Warren Hastings to the enormous sum of thirty-eight thousand two hundred and seventeen pounds ten shillings sterling.

That on the 1st of November, 1779, the said Warren Hastings did move and carry it in Council, "that the Resident at the Vizier's court should be furnished with an account of all the extra allowances and charges of the commander-in-chief when in the field, with orders to add the same to the debit of the Vizier's account, as a part of his general subsidy,—the charge to commence from the day on which the general shall pass the Caramnassa, and to continue till his return to the same line." That this additional expense imposed by the said Warren Hastings on the Vizier was unjust in itself, and a breach of treaty with that prince: the specific amount of the subsidy to be paid by him having been fixed by a treaty, to which no addition could justly be made, but at the previous requisition of the Vizier. That the Court of Directors, in their letter of the 18th of October, 1780, did condemn and prohibit the continuation of the allowances above mentioned to Sir Eyre Coote in the following words: "These allowances appear to us in a light so very extraordinary, and so repugnant to the spirit of a resolution of the General Court of Proprietors respecting the allowance made to General Clavering, that we positively direct that they be discontinued immediately, and no part thereof paid after the receipt of this letter." That on the 27th of April, 1781, the Governor-General and Council, in obedience to the orders of the Directors, did signify the same to the Commissary-General, as an instruction to him that the extraordinary allowances to Sir Eyre Coote *should be discontinued, and no part thereof paid after that day*. That it appears, nevertheless, that the said extra allowances (amounting to above twenty thousand pounds sterling a year) were continued to be charged to the Vizier, and paid to Sir Eyre Coote, in defiance of the orders of the Court of Directors, in defiance of the consequent resolution of the Governor-General and Council, and in contradiction to the terms of the original motion made by the said Warren Hastings for adding those allowances to the debit of the Vizier, viz., "that they should continue till Sir Eyre Coote's return to the Caramnassa." That Sir Eyre Coote arrived at Calcutta about the end of August, 1780, and must have crossed the Caramnassa, in his return from Oude, some weeks before, when the charge on the Vizier, if at any time proper, ought to have ceased. That it appears that the said allowances were continued to be charged against the Vizier and paid to Sir Eyre Coote for three years after, even while he was serving in the Carnatic, and that this was done by the sole authority and private command of the said Warren Hastings.

That the East India Company having thought proper to create the office of Advocate-General in Bengal, and to appoint Sir John Day to that office, it was resolved by a General Court of Proprietors that a salary of three thousand pounds a year should be allowed to the said Sir John Day, *in full consideration of all demands and allowances whatsoever for his services to the Company at the Presidency of Fort William*. That the said Warren Hastings, nevertheless, shortly after Sir John Day's arrival in Bengal, did increase the said Sir John Day's salary and allowances to six thousand pounds a year, in direct disobedience of the resolution of the Court of Proprietors, and of the order of the Court of Directors. That the Directors, as soon as they were informed of this proceeding, declared, "that they held *themselves* bound by the resolution of the General Court, and that they could not allow it to be disregarded by the Company's servants in India," and ordered that the increased allowances should be forthwith discontinued. That the said Warren Hastings, after having first thought it necessary, in obedience to the orders of the Court of Directors, to stop the extraordinary allowance which he had granted to Sir John Day, did afterwards resolve that the allowance which had been struck off should be *repaid* to him, upon his signing an obligation to refund the amount which he might receive, in case the Directors should confirm their former orders, already twice given. That in this transaction the said Warren Hastings trifled with the authority of the Company, eluded the repeated orders of the Directors, and exposed the Company to the risk and uncertainty of recovering, at a distant period, and perhaps by a process of law, a sum of money which they had positively ordered him not to pay.

That in the latter part of the year 1776, by the death of Colonel Monson, the whole power of the government of Fort William devolved to the Governor and one member of the Council; and that from that time the Governor-General and Council have generally consisted of an even number of persons, in consequence of which the casting voice of the said Warren Hastings has usually prevailed in the decision of all questions. That about the end of the year 1776 the whole civil establishment of the said government did not exceed 205,399*l.* per annum; that in the year 1783 the said civil establishment had been increased to the enormous annual sum of 927,945*l.* That such increase in the civil establishment could not have taken place, if the said Warren Hastings, who was at the head of the government, with the power annexed to the casting voice, had not actively promoted the said increase, which he had power to prevent, and which it was his duty to have prevented. That by such immoderate waste of the property of his employers, and by such scandalous breach of his fidelity to them, it was the intention of the said Warren Hastings to gain and secure the attachment and support of a multitude of individuals, by whose united interest, influence, and intrigues he hoped to be protected against any future inquiry into his conduct. That it was of itself highly criminal in the said Warren Hastings to have so wasted the property of the East India Company, and that the purpose to be obtained by such waste was a great aggravation of that crime.

That among the various instances of profusion by which the civil establishment of Fort William was increased to the enormous annual sum hereinbefore mentioned, it appears that a Salt Office was created, of six commissioners, whose annual emoluments were as follows, viz.:—

President, or Comptroller, per annum	£18,480
1st member	13,100
2d do	11,480
3d do	13,183
4th do	6,257
5th do	10,307
	—
	£72,807

That a Board of Revenue was created by the said Warren Hastings, consisting of five commissioners, whose annual emoluments were as follows, viz.:—

1st member, per annum	£10,950
2d do	9,100
3d do	9,100
4th do	9,100
5th do	9,100
	—
	£46,350

That David Anderson, Esquire, first member of the said board, did not execute the duties, though he received the emoluments of the said office: having acted, for the greatest part of the time, as ambassador to Mahdajee Sindia, with a further salary of 4,280*l.* a year, making in all 15,230*l.* a year. That the said Warren Hastings did create an office of Agent-Victualler to the garrison of Fort William, whose profits, on an average of three years, were 15,970*l.* per annum. That this agency was held by the Postmaster-General, who in that capacity received 2,200*l.* a year from the Company, and who was actually no higher than a writer in the service. That the person who held these lucrative offices, viz., John Belli, was private secretary to the said Warren Hastings.

That the said Warren Hastings created a nominal office of Resident at Goa, where the Company never had a Resident, nor business of any kind to transact, and gave the said nominal office to a person who was not a covenanted servant of the Company, with an allowance of 4,280*l.* a year.

That these instances are proofs of a criminal profusion and high breach of trust to the India Company in the said Warren Hastings, under whose government, and by means of whose special power, derived from the effect of his casting voice, all the said waste and profusion did take place.

That at the end of the year 1780, when, as the Court of Directors affirm, *the Company were in the utmost distress for money, and almost every department in arrear*, and when it appears that there was a great scarcity and urgent want of grain at Fort St. George, the said Warren Hastings did accept of a proposal made to him by James Peter Auriol, then Secretary to the Council, to supply the Presidency of Fort St. George with rice and other articles, and did appoint the said Auriol to be the agent for supplying *all the other* Presidencies with those articles; that the said Warren Hastings declared that the intention of the appointment "was most likely to be fulfilled by a liberal consideration of it," and therefore allowed the said Auriol a commission of fifteen per cent on the whole of his disbursements, thereby rendering it the direct interest of the said Auriol to make his disbursements as great as possible; that the chance of capture by the enemy, or danger of the sea, was to be at the risk of the India Company, and not of the said Auriol; that the said Warren Hastings declared personally to the said Auriol, "that this post was intended as a reward for his long and faithful services." That the President and Council of Bombay did remonstrate against what they called *the enormous amount of the charges* of the rice with which they were supplied, which they state to be nine rupees a bag at Calcutta, when they themselves could have contracted for its delivery at Bombay, free of all risk and charges, at five rupees and three sixteenths per bag; and that even at Madras, where the distress and demand was greatest, the supplies of grain by private traders, charged to the Company, were nineteen per cent cheaper than that supplied by the said Auriol, exclusive of the risk of the sea and of capture by the enemy. That it is stated by the Court of Directors, that the agent's commission on a supply of *a single year* (the said commission being not only charged on the prime cost of the rice, but also on the freight and all other charges) would amount to pounds sterling 26,873, and by the said Auriol himself is admitted to amount to 18,292*l.* That William Larkins, the Accountant-General at Port William, having been ordered to examine the accounts of the said agent, did report to the Governor-General and Council, that he found them to be *correct in the additions and calculations*; and that then the said Larkins adds the following declaration: "The agent *being upon honor* with respect to the sums charged in his accounts for the cost of the articles supplied, I did not think myself authorized to require *any voucher* of the sums charged for the demurrage of sloops, either as to the time of detention or the rate of the charge, or of those for the articles lost in going down the river; and on that ground I thought myself equally bound to admit the sums acknowledged as received for the sales of goods returned, without requiring vouchers of the rates at which they were sold." That in this transaction the said Warren Hastings has been guilty of a high breach of trust and duty, in the unnecessary expenditure of the Company's money, and in subjecting the Company to a profusion of expense, at all times wholly unjustifiable, but particularly at the time when that expense was incurred. That the said Warren Hastings was guilty of breach of orders, as well as breach of trust, in not advertising generally for proposals; in not *contracting* indifferently for the supplies with such merchants as might offer to furnish them on the lowest terms; in giving an enormous commission to an agent, and that commission not confined to the prime cost of the articles, but to be computed on the whole of his charges; in accepting of the *honor* of the said agent as a sufficient voucher for the cost of the articles supplied, and for all charges whatever on which his commission was to be computed; and finally, in giving a lucrative agency for the supply of a distressed and starving province as a reward to a Secretary of State, whose labors in that capacity ought to have been rewarded by an avowed public salary, and not otherwise. That, after the first year of the said agency was expired, the said Warren Hastings did agree, that, for the future, the commission to be drawn by the said agent should be reduced to

five per cent, which the Governor-General and Council then declared to be *the customary, amount drawn by merchants*; but that even in this reduction of the commission the said Warren Hastings was guilty of a deception, and did not in fact reduce the commission from fifteen to five per cent, having immediately after resolved that he, the agent, should be allowed the current interest of Calcutta upon all his drafts on the Treasury from the day of their dates, until they should be completely liquidated; that the legal interest of money in Bengal is twelve per cent per annum, and the current interest from eight to ten per cent.

VIII.—PRESENTS

That, before the appointment of the Governor-General and Council of Fort William by act of Parliament, the allowances made by the East India Company to the Presidents of that government were abundantly sufficient; and that the said Presidents in general, and the said Warren Hastings particularly, was restrained by a specific covenant and indenture, which he entered into with the Company, from accepting any gifts, rewards, or gratuities whatsoever, on any account or pretence whatsoever. That in the Regulating Act passed in the year 1773, which appointed the said Warren Hastings, Esquire, Governor-General of Fort William in Bengal, a salary of twenty-five thousand pounds a year was established for him, to which the Court of Directors added, "that he should enjoy their principal houses, with the plate and furniture, both in town and country, *rent-free*." That the same law which created the office and provided the salary of the said Warren Hastings did expressly, and in the clearest and most comprehensive terms that could be devised, prohibit him from receiving any present, gift, or donation, in any manner or on any account whatsoever; and that the said Warren Hastings perfectly understood the meaning, and acknowledged the binding force of this prohibition, before he accepted of the office to which it was annexed: he knew, and had declared, that *the prohibition was positive and decisive; that it admitted neither of refinement or misconstruction; and that in his opinion an opposition would be to incur the penalty*.

That, notwithstanding the covenants and engagements above mentioned, it appears in the recorded proceedings of the Governor-General and Council of Fort William, that sundry charges have been brought against the said Warren Hastings for gifts or presents corruptly taken by him before the promulgation of the act of 1773 in India, and that these charges were produced at the Council Board in the presence of the said Warren Hastings. That, in March, 1775, the late Rajah Nundcomar, a native Hindoo, of the highest caste in his religion, and of the highest rank in society, by the offices which he had held under the country government, did lay before the Council an account of various sums of money paid by him to the said Warren Hastings, amounting to forty thousand pounds and upwards, for offices and employments corruptly disposed of by the said Warren Hastings, and did offer and engage to prove and establish the same by sufficient evidence. That this account is stated with a minute particularity and precision; the date of each payment, down to that of small sums, is specified; the various coins in which such payments were severally made are distinguished; and the different persons through whose hands the money passed into those of the said Warren Hastings are named. That such particularity on the face of such a charge, supposing it false, is favorable to the party wrongfully accused, and exposes the accuser to an instant and easy detection: for, though, as the said Warren Hastings himself has observed on another occasion, "papers may be forged, and evidences may appear in numbers to attest them, yet it must always be an *easy* matter to detect the falsity of any forged paper produced by examining the witnesses separately, and subjecting them to a subsequent cross-examination, in which case, if false, they will not be able to persevere in one regular, consistent story "; whereas, if no advantage be taken of such particularity in the charge to detect the falsehood thereof, and if no attempt to disprove it, and no defence whatever be made, a presumption justly and reasonably arises in favor of the truth of such charge. That the said Warren Hastings, instead of offering anything in his defence, declared that *he would not suffer Nundcomar to appear before the board at his accuser*; that he attempted to indict his said accuser for a conspiracy, in which he failed; and that the said Rajah Nundcomar was soon after, and while his charge against the said Warren Hastings was depending before the Council, indicted upon an English penal statute, which does not extend even to Scotland,¹ before the Supreme Court of Judicature, for an offence said to have been committed several years before, and not capital by the laws of India, and was condemned and

¹ 2d year of George II.

executed. That the evidence of this man, not having been encountered at the time when it might and ought to have been by the said Warren Hastings, remains justly in force against him, and is not abated by the capital punishment of the said Nundcomar, but rather confirmed by the time and circumstances in which the accuser of the said Warren Hastings suffered death. That one of the offices for which a part of the money above mentioned is stated to have been paid to the said Warren Hastings was given by him to Munny Begum, the widow of the late Mir Jaffier, Nabob of Bengal, whose son, by another woman, holds that title at present. That the said Warren Hastings had been instructed by the Court of Directors of the East India Company to appoint "*a minister* to transact the political affairs of the government, and to select for that purpose some person well qualified for the affairs of government, to be the minister and guardian of the Nabob's minority." That for these offices, and for the execution of the several duties belonging to them, the said Warren Hastings selected and appointed the said Munny Begum, a woman evidently unqualified for and incapable of such offices, and restrained from acting in such capacities by her necessary seclusion from the world and retirement in a seraglio. That, a considerable deficiency or embezzlement appearing in this woman's account of the young Nabob's stipend, she voluntarily declared, by a writing under her seal, that she had given fifteen thousand pounds to the said Warren Hastings for an entertainment,—which declaration corresponds with and confirms that part of the charge produced by Rajah Nundcomar to which it relates. That neither this nor any other part of the said charge has been at any time directly denied or disputed by the said Warren Hastings, though made to his face, and though he was repeatedly accused by his colleagues, who were appointed by Parliament at the same time with himself, of peculation of every sort. That, instead of promoting a strict inquiry into his conduct for the clearance of his innocence and honor, he did repeatedly endeavor to elude and stifle all inquiry by attempting to dissolve the meetings of the Council at which such charges were produced, and by other means, and has not since taken any steps to disprove or refute the same. That the said Warren Hastings, so long ago as September, 1775, assured the Court of Directors, "that it was his fixed determination most fully and liberally to explain every circumstance of his conduct on the points on which he had been injuriously arraigned, and to afford them the clearest conviction of his own integrity, and of the propriety of his motives for declining a present defence of it"; and having never since given to the Court of Directors any explanation whatever, much less the full and liberal explanation he had promised so repeatedly, has thereby abandoned even that late and protracted defence which he himself must have thought necessary to be made at some time or other, and which he would be thought to have deferred to a period more suitable and convenient than that in which the facts were recent, and the impression of these and other charges of the same nature against him was fresh and unimpaired in the minds of men.

That on the 30th of March, 1775, a member of the Council produced and laid before the board a petition from Mir Zein Abul Deen, (formerly farmer of a district, and who had been in creditable stations,) setting forth, that Khân Jehan Khân, then Phousdar of Hoogly, had obtained that office from the said Warren Hastings, with a salary of seventy-two thousand sicca rupees a year, and that the said *Phousdar had given a receipt of bribe to the patron of the city*, meaning Warren Hastings, to pay him annually thirty-six thousand rupees a year, and also to his banian, Cantoo Baboo, four thousand rupees a year, out of the salary above mentioned. That by the thirty-fifth article of the instructions given to the Governor-General and Council, they are directed "immediately to cause the strictest inquiry to be made into all oppressions which might have been committed either against the natives or Europeans, and into all abuses that might have prevailed in the collection of the revenues, or any part of the civil government of the Presidency, and to communicate to the Directors all information which they might be able to obtain relative thereto, or to any dissipation or embezzlement of the Company's money." That the above petition and instruction having been read in Council, it was moved that the petitioner should be ordered to attend the next day to make good his charge. That the said Warren Hastings declared, "that it appeared to him to be the purpose of the majority to make him the sole object of their personal attacks; that they had taken their line, and might pursue it; that he should

have other remarks to make upon this transaction, but, as they would be equally applicable *to many others* which in the course of this business were likely to be brought before the board, he should say no more on the subject";—and he objected to the motion. That by the preceding declaration the said Warren Hastings did admit that many other charges were likely to be brought against him, and that such charges would be of a similar nature to the first, viz., a corrupt bargaining for the disposal of a great office, since he declared that his remarks on that transaction would be equally applicable to the rest; and that, by objecting to the motion for the personal attendance of the accuser, he resisted and disobeyed the Company's instructions, and did, as far as depended on his power, endeavor to obstruct and prevent all inquiry into the charge. That in so doing he failed in his duty to the Company, he disobeyed their express orders, and did leave the charge against himself without a reply, and even without a denial, and with that unavoidable presumption against his innocence which lies against every person accused who not only refuses to plead, but, as far as his vote goes, endeavors to prevent an examination of the charge, and to stifle all inquiry into the truth of it. That, the motion having been nevertheless carried, the said Warren Hastings did, on the day following, declare, "that he could not sit to be confronted with such accusers, nor suffer a judicial inquiry into his conduct at the board of which he was president, and declared the meeting of the board dissolved." That the board continued to sit and examine witnesses, servants of the Phousdar, on oath and written evidence, being letters under the hand and seal of the Phousdar, all directly tending to prove the charge: viz., that, out of the salary of seventy-two thousand rupees a year paid by the Company, the said Phousdar received but thirty-two thousand, and that the remainder was received by the said Warren Hastings and his banian. That the Phousdar, though repeatedly ordered to attend the board, did, under various pretences, decline attending, until the 19th of May, when, the letters stated be his, that is, under his hand and seal, being shown to him, it was proposed by a member of the board that he should be asked whether he had any objection to swear to the truth of such answers as he might make to the questions proposed by the board; that the said Warren Hastings objected to his being put to his oath; that the question was nevertheless put to him, in consequence of a resolution of the board; that he first declined to swear, under pretence *that it was a matter of serious consequence to his character to take an oath*, and, when it was finally left to his option, he declared, "Mean people might swear, but that his character would not allow him,—that he could not swear, and had rather subject himself to a loss." That the evidence in support of the charge, being on oath, was in this manner left uncontradicted. That it was admitted by the said Warren Hastings, that neither Mussulmen or Hindoos are forbidden by the precepts of their religion to swear; that it is not true, as the said Warren Hastings asserted, that it was repugnant to the *manners* either of Hindoos or Mussulmen; and that, if, under such pretences, the natives were to be exempted from taking an oath, when examined by the Governor and Council, all the inquiries pointed out to them by the Company's instructions might stop or be defeated. That no valid reason was or could be assigned why the said Phousdar should not be examined on oath; that the charge was not against himself; and that, if any questions had been put to him, tending to make him accuse himself, he might have declined to answer them. That, if he could have safely sworn to the innocence of the said Warren Hastings, from whom he received his employment, he was bound in gratitude as well as justice to the said Warren Hastings to have consented to be examined on oath; that, not having done so, and having been supported and abetted in his refusal by the said Warren Hastings himself, whose character and honor, were immediately at stake, the whole of the evidence for the truth of the charge remains unanswered, and in full force against the said Warren Hastings, who on this occasion recurred to the declaration he had before made to the Directors, viz., "that he would most fully and liberally explain every circumstance of his conduct," but has never since that time given the Directors any explanation whatsoever of his said conduct. And finally, that, when the Court of Directors, in January, 1776, referred the question (concerning the legality of the power assumed and repeatedly exercised by the said Warren Hastings, of dissolving the Council at his pleasure) to the late Charles Sayer, then standing counsel of the East India Company, the said Charles Sayer declared his

opinion in favor of the power, but concerning the use and exercise of it in the cases stated did declare his opinion in the following words: "I believe he, Warren Hastings, is the first governor that ever dissolved a council inquiring into his behavior, when he was innocent." Before he could summon three councils, and dissolve them, he had time fully to consider what would be the result of such conduct, *to convince everybody beyond a doubt of his conscious guilt*.—That, by a resolution of a majority of the Council, constituting a lawful act of the Governor-General and Council, the said Khân Jehan Khân was dismissed from the office of Phousdar of Hoogly for a contempt of the authority of the board; that, within a few weeks after the death of the late Colonel Monson, the number of the Council being then even, and all questions being then determined by the Governor-General's casting voice, the said Warren Hastings did move and carry it in Council, that the said Khân Jehan Khân should be restored to his office; and that restoration, not having been preceded, accompanied, or followed by any explanation or defence whatsoever, or even by a denial of the specific and circumstantial charge of collusion with the said Khân Jehan Khân, has confirmed the truth of the said charge.

That, besides the sums charged to have been paid to the said Warren Hastings by the said Nundcomar and Munny Begum and Khân Jehan Khân, and besides the sum of one hundred and ten thousand pounds already mentioned to have been accepted without hesitation by him, as a present on the part of the Nabob of Oude and that of his ministers, the circumstances of which have been particularly reported to the House of Commons, it appears by the confession of the said Warren Hastings, that he has at different times since the promulgation of the act of 1773, received various other sums, contrary to the express prohibition of the said act, and his own declared sense of the evident intent and obligation thereof.—That in the month of June, 1780, the said Warren Hastings made to the Council what he called "a very unusual tender, by offering to exonerate the Company from the expense of a particular measure, and to *take it upon himself*"; declaring that he had already deposited two lacs of rupees [or twenty-three thousand pounds] in the hands of the Company's sub-treasurer for that service." That in a subsequent letter, dated the 29th of November, 1780, he informed the Court of Directors, that "this money, by whatever means it came into their possession, *was not his own*"; but he did not then, nor has he at any time since, made known to the Court of Directors from whom or on what account he received that money, as it was his duty to have done in the first instance, and notwithstanding the said Directors signified to him their expectation that he should communicate to them "immediate information of the channel by which this money came into his possession, with a complete illustration of the cause or causes of so extraordinary an event." But, from evidence examined in England, it has been discovered that this money was received by the said Warren Hastings from Cheyt Sing, the Rajah of Benares, who was soon after dispossessed of all his property and driven from his country and government by the said Warren Hastings. That, notwithstanding the declaration made by the said Warren Hastings, that he had actually deposited the sum above mentioned in the hands of the Company's sub-treasurer for their service, it does not appear that "any entry whatsoever of that or any other payment by the Governor-General was made in the Treasury accounts at or about the time," nor is there any trace in the Company's books of its being actually paid into their treasury. It appears, then, by the confession of the said Warren Hastings, that this money was received by him; but it does not appear that he has converted it to the property and use of the Company.

That in a letter from the said Warren Hastings to the said Court of Directors, dated the 22d of May, 1782, but not dispatched, as it might and ought to have been, at that time, but detained and kept back by the said Warren Hastings till the 16th of December following, he has confessed the receipt of various other sums, amounting (with that which he accepted from the Nabob of Oude) to nearly two hundred thousand pounds, which sums he affirmed had been converted to the Company's property through his means, but without discovering from whom or on what account he received the same. That, instead of converting this money to the Company's property, as he affirmed he had done, it appears that he had lent the greater part of it to the Company upon bonds bearing interest,

which bonds were demanded and received by him, and, for aught that yet appears, have never been given up or cancelled. That for another considerable part of the above-mentioned sum he has taken credit to himself, as for a deposit of his own property, and therefore demandable by him out of the Company's treasury at his discretion. That all sums so lent or deposited are not alienated from the person who lends or deposits the same; consequently, that the declaration made by the said Warren Hastings, that he had converted the whole of these sums to the Company's property, was not true. Nor would such a transfer, if it had really been made, have justified the said Warren Hastings in originally receiving the money, which, being in the first instance contrary to law, could not be rendered legal by any subsequent disposition or application thereof; much less would it have justified the said Warren Hastings in delaying to make a discovery of these transactions to the Court of Directors until he had heard of the inquiries then begun and proceeding in Parliament, in finally making a discovery, such as it is, in terms the most intricate, obscure, and contradictory. That, instead of that full and clear explanation of his conduct which the Court of Directors demanded, and which the said Warren Hastings was bound to give them, he has contented himself with telling the said Directors, that, "if this matter was to be exposed to the view of the public, his reasons for acting as he had done might furnish a variety of conjectures to which it would be of little use to reply; that he either chose to conceal the first receipts from public curiosity by receiving bonds for the amount, or possibly acted without any studied design which his memory could at that distance of time verify; and that he *could* have concealed them from their eye and that of the public forever." That the discovery, as far as it goes, establishes the guilt of the said Warren Hastings in taking money against law, but does not warrant a conclusion that he has discovered *all* that he may have taken; that, on the contrary, such discovery, not being made in proper time, and when made being imperfect, perplexed, and wholly unsatisfactory, leads to a just and reasonable presumption that other facts of the same nature have been concealed, since those which he has confessed might have been forever, and that this partial confession was either extorted from the said Warren Hastings by the dread of detection, or made with a view of removing suspicion, and preventing any further inquiry into his conduct.

That the said Warren Hastings, in a letter to the Court of Directors dated 21st of February, 1784, has confessed his having *privately received* another sum of money, the amount of which he has not declared, but which, from the application he says he has made of it, could not be less than thirty-four thousand pounds sterling. That he has not informed the Directors from whom he received this money, at what time, nor on what account; but, on the contrary, has attempted to justify the receipt of it, which was illegal, by the application of it, which was unauthorized and unwarrantable, and which, if admitted as a reason for receiving money *privately*, would constitute a precedent of the most dangerous nature to the Company's service. That, in attempting to justify the receipt and application of the said money, he has endeavored to establish principles of conduct in a Governor which tend to subvert all order and regularity in the conduct of public business, to encourage and facilitate fraud and corruption in all offices of pecuniary trust, and to defeat all inquiry into the misconduct of any person in whom pecuniary trust is reposed.—That the said Warren Hastings, in his letter above mentioned, has made a declaration to the Court of Directors in the following terms: "Having had occasion to disburse from my own cash many sums, which, though required to enable me to execute the duties of my station, I have hitherto omitted to enter in my public accounts, and my own fortune being unequal to so heavy a charge, I have resolved to reimburse myself in a mode the most suitable to the situation of your affairs, by charging the same in my Durbar accounts of the present year, and crediting them by a sum *privately received*, and appropriated to your service in the same manner with other sums received on account of the Honorable Company, and already carried to their account." That at the time of writing this letter the said Warren Hastings had been in possession of the government of Fort William about twelve years, with a clear salary, or avowed emoluments, at no time less than twenty-five thousand pounds sterling a year, exclusive of which all the principal expenses of his residence were paid for by the Company. That, if the services mentioned

by him were required to enable him to execute the duties of his station, he ought not to have omitted to enter them in his public accounts at the times when the expenses were incurred. That, if it was true, as he affirms, that, when he first engaged in these expenses, he had no intention to carry them to the account of the Company, there was no subsequent change in his situation which could justify his departing from that intention. That, if his own fortune in the year 1784 was unequal to so heavy a charge, the state of his fortune at any earlier period must have been still more unequal to so heavy a charge. That the fact so asserted by the said Warren Hastings leads directly to an inference palpably false and absurd, viz., that, the longer a Governor-General holds that lucrative office, the poorer he must become. That neither would the assertion, if it were true, nor the inference, if it were admitted, justify the conduct avowed by the said Warren Hastings in resolving to reimburse himself out of the Company's property without their consent or knowledge.—That the account transmitted in this letter is styled by himself *an aggregate of a contingent account of twelve years*; that all contingent accounts should be submitted to those who ought to have an official control over them, at annual or other shorter periods, in order that the expense already incurred may be checked and examined, and similar expenses, if disapproved of, may be prohibited in time; that, after a very long period is elapsed, all check and control over such expenses is impracticable, and, if it were practicable in the present instance, would be completely useless, since the said Warren Hastings, without waiting for the consent of the Directors, did *resolve to reimburse himself*. That the conduct of the said Warren Hastings, in withholding these accounts for twelve years together, and then resolving to reimburse himself without the consent of his employers, has been fraudulent in the first instance, and in the second amounts to a denial and mockery of the authority placed over him by law; and that he has thereby set a dangerous example to his successors, and to every man in trust or office under him.—That the mode in which he has reimbursed himself is a crime of a much higher order, and greatly aggravates whatever was already criminal in the other parts of this transaction. That the said Warren Hastings, in declaring that he should reimburse himself by crediting the Company by *a sum privately received*, has acknowledged himself guilty of an illegal act in receiving money *privately*. That he has suppressed or withheld every particular which could throw any light on a conduct so suspicious in a Governor as the *private* receipt of money. That the general confession of the private receipt of a large sum in gross, in which no circumstance of time, place, occasion, or person, nor even the amount, is specified, tends to cover or protect any act of the same nature (as far as a general confession can protect such acts) which may be detected hereafter, and which in fact may not make part of the gross sum so confessed, and that it tends to perplex and defeat all inquiry into such practices.—That the said Warren Hastings, in stating to the Directors that he has resolved to reimburse himself in *a mode the most suitable to the situation of their affairs*, viz., by receiving money privately against law, has stated a presumption highly injurious to the integrity of the said Directors, viz., that they will not object to, or even inquire into, any extraordinary expenses incurred and charged by their Governors in India, provided such expenses are reimbursed by money privately and illegally received. That he has not explained what that situation of their affairs was or could be to which so dangerous and corrupt a principle was or might be applied.—That no evidence has been produced to prove that it was true, nor any ground of argument stated to show that it might be credible, that any native of India had voluntarily and gratuitously given money privately to the said Warren Hastings, that is, without some prospect of a benefit in return, or some dread of his resentment, if he refused. That it is not a thing to be believed, that any native would give large sums privately to a Governor, which he refused to give or lend publicly to government, unless it were to derive some adequate secret advantage from the favor, or to avoid some mischief from the enmity of such Governor.—That the late confessions made by the said Warren Hastings of money received against law are no proof that he did not originally intend to appropriate the same to his own use, such confessions having been made at a suspicious moment, when, and not before, he was apprised of the inquiries commenced in the House of Commons, and when a dread of the consequence of those inquiries might act upon his mind. That such confessions,

from the obscure, intricate, and contradictory manner in which they are made, imply guilt in the said Warren Hastings, as far as they go; that they do not furnish any color of reason to conclude that he has confessed all the money which he may have corruptly received; but that, on the contrary, they warrant a just and reasonable presumption, that, in discovering some part of the bribes he had received, he hoped to lull suspicion, and thereby conceal and secure the rest.

That the Court of Directors, when the former accounts of these transactions came before them, did show an evident disposition not to censure the said Warren Hastings, but to give the most favorable construction to his conduct; that, nevertheless, they found themselves obliged "to confess that the statement of those transactions appeared to them in many parts so *unintelligible*, that they felt themselves under the necessity of calling on the Governor-General for an explanation, agreeably to his promise voluntarily made to them." That their letter, containing this requisition, was received in Bengal in the month of August, 1784, and that the said Warren Hastings did not embark for England until the 2d of February, 1785, but made no reply to that letter before his departure, owing, as he has since said, *to a variety of other more important occupations*. That, under pretence of such occupations, he neglected to transmit to the Court of Directors a copy of a paper which, he says, contained the *only* account he ever kept of the transaction. That such a paper, or a copy of it, might have been transmitted without interrupting other important occupations, if any could be more important than that of giving a clear and satisfactory answer to the requisition of the Directors. That since his arrival in England he has written a letter to the chairman of that court, professedly in answer to their letter above mentioned, but in fact giving no explanation or satisfaction whatsoever on the points which they had declared to be unintelligible. That the terms of his letter are ambiguous and obscure, such as a guilty man might have recourse to in order to cover his guilt, but such as no innocent man, from whom nothing was required but to clear his innocence by giving plain answers to plain questions, could possibly have made use of. That in his letter of the 11th of July, 1785, he says, "that he has been kindly apprised that the information required as above *was yet expected from him*: that the submission which his respect would have enjoined him to pay to the command imposed on him *was lost to his recollection*, perhaps from the stronger impression which the first and distant perusal of it had left on his mind that it was rather intended as a reprehension for something which had given offence in his report of the original transaction than as expressive of any want of a further elucidation of it."²

That the said Warren Hastings, in affecting to doubt whether the information expressly required of him by his employers was expected or not, has endeavored to justify a criminal delay and evasion in giving it. That, considering the importance of the subject, and the recent date of the command, it is not possible *that it could be lost to his recollection*; much less is it possible that he could have understood the specific demand of an answer to specific questions to be intended only as a reprehension for a former offence, *viz.*, the offence of withholding from the Directors that very explanation which he ought to have given in the first instance. That the said Warren Hastings, in his answer to the said questions, cautiously avoids affirming or denying anything in clear, positive terms, and professes to recollect nothing with absolute certainty. That he has not, even now, informed the Directors of the name of any one person from whom any part of the money in question was received, nor what was the motive of any one person for giving the same. That he has, indeed, declared, that his motive for lending to the Company, or depositing in their treasury in his own name, money which he has in other places declared to be their property, was to avoid ostentation, and that *lending* the money was *the least liable to reflection*; yet, when he has stated these and other conjectural motives for his own conduct, he declares *he will not affirm, though he is firmly persuaded, that those were his sentiments on the occasion*. That of one thing only the said Warren Hastings declares he is *certain*, *viz.*, "that it was his design originally to have *concealed* the receipt of all the sums, except the second, even from the knowledge of the Court of Directors, but that, when fortune threw a sum in his way of

² See his letter of the 11th of July, 1785, at the end of the Charges.

a magnitude *which could not be concealed*, and the peculiar delicacy of his situation at the time in which he received it made him more circumspect of appearances, he *chose* to apprise his employers of it." That the said Warren Hastings informs the Directors, that he had indorsed the bonds taken by him for money belonging to the Company, and lent by him to the Company, *in order to guard against their becoming a claim on the Company, as part of his estate, in the event of his death*; but he has not affirmed, nor does it anywhere appear, that he has surrendered the said bonds, as he ought to have done. That the said Warren Hastings, in affirming that he had not time to answer the questions put to him by the Directors, while he was in Bengal,—in not bringing with him to England the documents necessary to enable him to answer those questions, or in pretending that he has not brought them,—in referring the Directors back again to Bengal for those documents, and for any further information on a subject on which he has given them no information,—and particularly in referring them back to a person in Bengal for a paper which he says contained the *only* account he ever kept of the transaction, while he himself professes to doubt whether that paper *be still in being*, whether *it be in the hands* of that person, or whether that person *can recollect anything distinctly concerning it*,—has been guilty of gross evasions, and of palpable prevarication and deceit, as well as of contumacy and disobedience to the lawful orders of the Court of Directors, and thereby confirmed all the former evidence of his having constantly used the influence of his station for the most scandalous, illegal, and corrupt purposes.

IX.—RESIGNATION OF THE OFFICE OF GOVERNOR-GENERAL

That Warren Hastings having by his agent, Lauchlan Maclean, Esquire, on the 10th day of October, in the year 1776, "signified to the Court of Directors his desire to resign his office of Governor-General of Bengal, and requested their nomination of a successor to the vacancy which would be thereby occasioned in the Supreme Council," the Court of Directors did thereupon desire the said Lauchlan Maclean "to inform them of the authority under which he acted in a point of such very great importance"; and the said Lauchlan Maclean "signifying thereupon his readiness to give the court every possible satisfaction on that subject, but the powers with which he was intrusted by the papers in his custody being mixed with other matters of a nature extremely confidential, he would submit the same to the inspection of any three of the members of the court," the said Court of Directors empowered the Chairman, Deputy Chairman, and Richard Becher, Esquire, to inspect the authorities, powers, and directions with which Mr. Maclean was furnished by Mr. Hastings to make the propositions contained in his letter of the 10th October, 1776, and to report their opinion thereon. And the said committee did accordingly, on the 23d of the said month, report, "that, having conferred with Mr. Maclean on the subject of his letter presented to the court the 11th instant, they found, that, from the purport of Mr. Hastings's instructions, contained in a paper in his own handwriting given to Mr. Maclean, and produced by him to them, Mr. Hastings declared he would not continue in the government of Bengal, unless certain conditions therein specified could be obtained, of which they saw no probability; and Mr. George Vansittart had declared to them, that he was present when these instructions were given to Mr. Maclean, and when Mr. Hastings empowered Mr. Maclean to declare his resignation to the said court; that Mr. Stewart had likewise confirmed to them, that Mr. Hastings declared to him, that he had given directions to the above purpose by Mr. Maclean."

And the Court of Directors, having received from the said report due satisfaction respecting the authority vested in the said Lauchlan Maclean to propose the said resignation of the office of Governor-General of Bengal, did unanimously resolve to accept the same, and did also, under powers vested in the said court by the act of the 13th year of his present Majesty, "nominate and appoint Edward Wheler, Esquire, to succeed to the office in the Council of Fort William in Bengal which will become vacant by the said resignation, if such nomination shall be approved by his Majesty": which nomination and appointment was afterwards in due form approved and confirmed by his Majesty.

That the Court of Directors did, by a postscript to their general letter, dated 25th October, 1776, acquaint the Governor-General and Council at Calcutta of their acceptance of the said resignation, of their appointment of Edward Wheler, Esquire, to fill the said vacancy, and of his Majesty's approbation of the said appointment, together with the grounds of their said proceedings; and did transmit to the said Governor-General and Council copies of the said instruments of appointment and confirmation.

That the said dispatches from the Court of Directors were received at Calcutta, and were read in Council on the 19th day of June, in the year 1777; and that Warren Hastings, Esquire, having taken no steps to yield the government to his successor, General Clavering, and having observed a profound silence on the subject of the said dispatches, he, the said General Clavering, did, on the next day, being the 20th of June, by a letter addressed to the said Warren Hastings, require him to surrender the keys of Fort William, and of the Company's treasuries; but the said Warren Hastings did positively refuse to comply with the said requisition, "denying that his office was vacated, and declaring his resolution to assert and maintain his authority by every legal means."

That the said General Clavering, conceiving that the office of Governor-General was vacated by the arrival of the said dispatches, which acquainted the Council-General of the resignation of

the said Warren Hastings and the appointment of the said Edward Wheler, Esquire, and that he, the said General Clavering, had in consequence thereof legally succeeded, under the provisions of the act of the 13th year of his present Majesty's reign, to the said office of Governor-General, become vacant in the manner aforesaid, did, in virtue thereof, issue in his own name summonses to Richard Barwell, Esquire, and Philip Francis, Esquire, members of the Council, to attend the same, and in the presence of the said Philip Francis, Esquire, who obeyed the said summons, did take the oaths as Governor-General, and did sit and preside in Council as Governor-General, and prepared several acts and resolutions in the said capacity of Governor-General, and did, amongst other things, prepare a proclamation to be made of his said succession to the government, and of its commencing from the date of the said proclamation, but did not carry any of the acts or resolutions so prepared into execution.

The said Warren Hastings did, notwithstanding thereof, and in pursuance of his resolution to assert and maintain his authority, illegally and unjustifiably summon the Council to meet in another department, and did sit and preside therein, apart from the said General Clavering and his Council, and, in conjunction with Richard Barwell, Esquire, who concurred therein, issued sundry orders and did sundry acts of government belonging to the office of Governor-General, and, amongst others, did order several letters to be written in the name of the Governor-General and Council, and did subscribe the same, to the commandant of the garrison of Fort William, and to the commanding officer at Barrackpore, and to the commanding officers at the other stations, and also to the provincial councils and collectors in the provinces, enjoining them severally "to obey no orders excepting such as should be signed by the said Warren Hastings, or a majority of his Council."

That the said Warren Hastings did, by the said proceedings, which were contrary both to law and to good faith, constitute a double government, thereby destroying and annihilating all government whatever; and, by his said orders to the military officers, did prepare for open resistance by arms, exposing thereby the settlement, and all the inhabitants, subjects of or dependent on the British government, whether native or European, not only to political distractions, but to the horrors of civil war; and did, by exposing the divisions and weakness of the supreme government, and thereby loosening the obedience of the provinces, shake the whole foundation of British authority, and imminently endanger the existence of the British nation in India.

That the said evils were averted only by the moderation of the said General Clavering and Philip Francis, Esquire, in consenting to a reference, and submitting to the decision of the judges of the Supreme Court of Judicature, although they entertained no doubts themselves on the legality of their proceedings and the validity of General Clavering's instant right to the chair, and although they were not in any way bound by law to consult the said judges, who had no legal or judicial authority therein in virtue of their offices or as a court of justice, but were consulted, and interposed their advice, only as individuals, by the voluntary reference of the parties in the said dispute. And the said Warren Hastings, by his declaration, entered in Minutes of Council, "that it was his determination to abide by the opinion of the judges," and by the measures he had previously taken as aforesaid to enforce the same by arms, did risk all the dangerous consequences above mentioned: which must have taken place, if the said General Clavering and Philip Francis, Esquire, had not been more tender of the public interests, and less tenacious of their own rights, and had persisted in their claim, as they were by law entitled to do, the extra-judicial interposition of the judges notwithstanding; and from which claim they receded only from their desire to preserve the peace of the settlement, and to prevent the mischiefs which the illegal resistance of the said Warren Hastings would otherwise infallibly have occasioned.

That, after the said judges had delivered their opinion, "that the place and office of Governor-General of this Presidency had not yet been vacated by Warren Hastings, and that the actual assumption of the government by the member of the Council next in succession to Mr. Hastings, in consequence of any deduction which could be made from the papers communicated to them,

would be absolutely illegal," and after the said General Clavering and Philip Francis, Esquire, had signified to the said Warren Hastings, by a letter dated the 21st of June, "their intention to acquiesce in the said opinion of the judges," and when the differences in the Supreme Council were by these means composed, and the calamities consequent thereon were avoided, the said Warren Hastings and Richard Barwell, Esquires, did once more endanger the public peace and security by other illegal, unwarrantable, and unprovoked acts of violence: having omitted to summon either the said General Clavering or the said Philip Francis, Esquire, to Council; and having, in a Council held thus privately and clandestinely and contrary to law, on the 22d day of June, come to the following resolutions, viz.

"Resolved, That, by the said acts, orders, and declarations of Lieutenant-General John Clavering, recited in the foregoing papers," (meaning the proceedings of General Clavering in his separate Council on the 20th of June,) "he has actually usurped and assumed and taken possession of the place and office of Governor-General of the Presidency of Fort William in Bengal, granted by the act of the 13th of his present Majesty to Warren Hastings, Esquire.

"Resolved, That Lieutenant-General John Clavering has thereby relinquished, resigned, surrendered, and vacated the office of Senior Counsellor of Fort William in Bengal.

"Resolved, That Lieutenant-General John Clavering has thereby relinquished, resigned, surrendered, and vacated his place of Commander-in-Chief of the Company's forces in India.

"Resolved, That Richard Barwell, Esquire, by virtue of the said act of Parliament, and by the death of the Honorable George Monson, Esquire, is promoted to the office of Senior Counsellor of the Presidency of Fort William in Bengal, in consequence of the said relinquishment, resignation, surrender, and vacation of General Clavering.

"Resolved, That the office of Commander-in-Chief of the Company's forces in India, by the relinquishment, resignation, surrender, and vacation of General Clavering, and by the death of the Honorable George Monson, Esquire, does no longer exist.

"Resolved, That, for the preservation of the legality of our proceedings, Lieutenant-General John Clavering be not in future summoned or admitted as a member of the Governor-General and Council."

And the said Warren Hastings and Richard Barwell, Esquire, did again sit in Council on the next day, being the 23d of June, without summoning either General Clavering or Philip Francis, Esquire, and did come to several other resolutions, and make several orders, contrary to law or justice, and inconsistent with the tranquillity and the security of the settlement: that is to say, they ordered their secretary "to notify to General Clavering that the board had declared his offices of Senior Counsellor and Commander-in-Chief to be vacant, and to furnish him with a copy of these proceedings, containing the grounds of the board for the aforesaid declaration."

And they ordered extracts of the said proceedings "to be issued in general orders, with letters to all the provincial councils and military stations, directing them to publish the same in general orders"; and they resolved, "that all military returns be made to the Governor-General and Council in their military department, until a commander-in-chief shall be appointed by the Company."

That on the day following, that is to say, on the 24th of June, the said Warren Hastings did again omit to summon General Clavering to Council, and did again, together with Richard Barwell, Esquire, who concurred therein, adhere to and confirm the said illegal resolutions come to on the two former days, declaring "that they could not be retracted but by the present authority of the law or by future orders from home," and aggravating the guilt of the said unjustifiable acts by declaring, as the said Warren Hastings did, "that they were not the precipitate effects of an instant and passionate impulse, but the fruits of long and most temperate deliberations, of inevitable necessity, of the strictest sense of public duty, and of a conviction equal in its impression on his mind to absolute certainty."

That the said Warren Hastings was the less excusable in this obstinate adherence to his former unjust proceedings, as the said declarations were made in answer to a motion made by Philip Francis, Esquire, for the reversal of the said proceedings, and to a minute introducing the said motion, in

which Mr. Francis set forth in a clear and forcible manner, and in terms with which the Court of Directors have since declared their entire concurrence, both the extreme danger and the illegality and invalidity of the said proceedings of Warren Hastings and Richard Barwell, Esquire, concluding the said minute by the following conciliatory declaration: "And that this salutary motion may not be impeded by any idea or suspicion that General Clavering may do any act inconsistent with the acquiescence which both he and I have avowed in the decision of the judges, I will undertake to answer for him in this respect, or that, if he should depart from the true spirit and meaning of that acquiescence, I will not be a party with him in such proceedings."

That the said Warren Hastings could not plead ignorance of the law in excuse for the said illegal acts, as it appears from the proceedings of the four preceding days that he was well acquainted with the tenure by which the members of the Council held their offices under the act of the 13th of his present Majesty, and had stated the same as a ground for retaining his own office, contrary to an express declaration of the Court of Directors and an instrument under the sign-manual of his Majesty; and the judges of the Supreme Court, in their reasons for their decision in his favor, had stated the provisions in the said act,³ so far as they related to the matter in dispute, from which it appeared that there were but four grounds on which the office of any member of the Council could be vacated,—namely, death, removal, resignation, or promotion. And as the act confined the power of removal to "his Majesty, his heirs and successors, upon representation made by the Court of Directors of the said United Company for the time being," and conferred no such power on the Governor-General, or a majority of the Council, to remove, on any ground or for any cause whatever, one of their colleagues,—so, granting the claim of General Clavering to the chair, and his acts done in furtherance thereof, to have been illegal, and criminal in whatever degree, yet it did not furnish to the rest of the Council any ground to remove him from his office of Counsellor under the provisions of the said act; and there could therefore remain only his *resignation* or *promotion*, as a possible means of vacating his said office. But with regard to the promotion of General Clavering to the office of Governor-General, although he claimed it himself, yet, as Mr. Hastings did not admit it, and as in fact it was even receded from by General Clavering, it could not be considered, at least by Mr. Hastings, as a valid ground for vacating his office of Senior Counsellor, since the act requires for that purpose, not a rejected claim, but an actual and effectual promotion; and General Clavering's office of Counsellor could no more be vacated by such a naked claim, unsupported and disallowed, than the seat of a member of the House of Commons could be vacated, and a new writ issued to supply the vacancy, by his claim to the office of Steward of the Chiltern Hundreds, when his Majesty has refused to appoint him to the said office. And with regard to resignation, although the said Warren Hastings, as a color to his illegal resolutions, had affectedly introduced the word "resigned" amongst those of "relinquished, surrendered, and vacated," yet he well knew that General Clavering had made no offer nor declaration of his resignation of his offices of Senior Counsellor and Commander-in-Chief, and that he did not claim the office of Governor-General on the ground of any such resignation made by himself, but on the ground of a resignation made by the said Warren Hastings, which resignation the said Warren Hastings did not admit; and the use of the term *resigned* on that occasion was therefore a manifest and wilful misconstruction and misapplication of the words of the act of his present Majesty. And such misinterpretation and false extension of the term of resignation was the more indecent in the said Warren Hastings, as he was at the same moment disavowing and refusing to give effect to his own clear and express resignation, according to the true intent and meaning of the word as used in the said act, made by his agent, duly authorized and instructed by himself so to do, to an authority competent to receive and accept the same.

That, although the said Warren Hastings did afterwards recede from the said illegal measures, in compliance with the opinion and advice of the judges again interposed, and did thereby avoid

³ 13 Geo. III. c. 63, § 10.

the guilt of such further acts and the blame of such further evils as must have been consequent on a persistence therein, yet he was nevertheless still guilty of the illegal acts above described; and the same are great crimes and misdemeanors.

That, although the judges did decide that the office of Governor-General, held by the said Warren Hastings, was not *ipso facto* and *instanter* vacated by the arrival of the said dispatches and documents transmitted by the Court of Directors, and did consider the said consequences of the resignation as awaiting some future act or event for its complete and effectual operation, yet the said judges did not declare any opinion on the ultimate invalidity of the said acts of Lauchlan Maclean, Esquire, as not being binding on his principal, Warren Hastings, Esquire; nor did they declare any opinion that the obligation of the said resignation was not from the beginning conclusive and effectual, although its operation was, from the necessity of the case, on account of the distance between England and India, to take place only in future,—or that the said resignation made by Lauchlan Maclean, Esquire, was only an offer or proposal of a resignation to be made at some future and indefinite period, or a mere intimation of the desire of Warren Hastings, Esquire, to resign at some future and indefinite period, and that the said resignation, notwithstanding the acceptance thereof by the Court of Directors, and the regular appointment and confirmation of a successor, was still to remain optional in the said Warren Hastings, to be ratified or departed from at his future choice or pleasure; nor did the said judges pronounce, nor do any of their reasonings which accompanied their decision tend to establish it as their opinion, that even the time for ratifying and completing the said transaction was to be at the sole discretion of the said Warren Hastings; but they only delivered their opinion as aforesaid, that his said office "has not *yet* been vacated, and [therefore] that the *actual* assumption of the government by the member of the Council next in succession was [in the actual circumstances, and *rebus sic stantibus*] illegal."

That the said Warren Hastings does nowhere himself contend that the said resignation was not absolute, but optional, according to the true meaning and understanding of the parties in England, and so far as the acts of Lauchlan Maclean, Esquire, and the Court of Directors, were binding on him; but, on the contrary, he grounds his refusal to complete the same, not on any interpretation of the words in which the said resignation, and the other instruments aforesaid, were conceived, but rather on a disavowal (not direct, indeed, but implied) of his said agent, and of the powers under which the said agent had claimed to act in his behalf. Neither did the said Warren Hastings ground his said refusal on any objection to the particular day or period or circumstances in which the requisition of General Clavering was made, nor accompany the said refusal with any qualification in that respect, or with any intimation that he would at any future or more convenient season comply with the same,—although such an intimation might probably have induced General Clavering to waive an instant and immediate claim to the chair, and might therefore have prevented the distractions which happened, and the greater evils which impended, in consequence of the said claim of General Clavering, and the said refusal of Warren Hastings, Esquire; but the said Warren Hastings did, on the contrary, express his said refusal in such general and unqualified terms as intimated an intention to resist absolutely and altogether, both then and at any future time, the said requisition of General Clavering. And the subsequent proceedings of the said Warren Hastings do all concur in proving that such was his intention; for he did afterwards, in conformity to the advice of the judges, move a resolution in Council, "that all parties be placed in the same situation in which they stood before the receipt of the last advices from England, reserving and submitting to a decision in England the respective claims that each party may conceive they have a right to make, but not acting upon those claims till such decision shall arrive in Bengal": thereby clearly and explicitly declaring that it was not his intention to surrender the government until such decision should arrive in Bengal, which could not be expected in less time than a year and a half after the date of the said resolution; and thereby clearly and explicitly declaring that he did not consider his resignation as binding for the present. And the said intention was manifested, if possible, still more directly and expressly in a letter written by the said Warren

Hastings to the Court of Directors, dated the 15th of August, 1777, being almost two months after the receipt of the said dispatches, in which the said Warren Hastings declares that "he did not hold himself bound by the notification made by Mr. Maclean, nor by any of the acts consequent of it."

That, such appearing to have been the intention of the said Warren Hastings, General Clavering was justified in immediately assuming the government, without waiting for any future act of the said Warren Hastings for the actual surrender of the said government, none such being likely to happen; and Philip Francis, Esquire, was justified in supporting General Clavering in the same on the soundest principles of justice, and on a maxim received in courts of equity, namely, that no one shall avail himself of his own wrong,—and that, if any one refuse or neglect to perform that which he is bound to do, the rights of others shall not be prejudiced thereby, but such acts shall be deemed and reputed to have been actually performed, and all the consequences shall be enforced which would have followed from such actual performance. And therefore the resolutions moved and voted in Council by the said Warren Hastings, declaring the offices of General Clavering to be vacant, were not only illegal, inasmuch as the said Warren Hastings had no authority to warrant such a declaration, even on the supposition of the acts of General Clavering being contrary to law, but the said resolutions were further highly culpable and criminal, inasmuch as the said acts done by General Clavering, which were made the pretence of that proceeding, were strictly regular and legal.

That the refusal of the said Warren Hastings to ratify the said resignation, and his disavowal of the said Lauchlan Maclean, his agent, is not justified by anything contained in his said letter to the Court of Directors, dated on the 15th of August, 1777,—the said Warren Hastings nowhere directly and positively asserting that the said Lauchlan Maclean was not his agent, and had not both full and general powers, and even particular instructions for this very act, although the said Warren Hastings uses many indirect and circuitous, but insufficient and inapplicable, insinuations to that effect. And the said letter does, on the contrary, contain a clear and express avowal that the said Lauchlan Maclean was his confidential agent, and that in that capacity he acted throughout, and particularly in this special matter, with zeal and fidelity. And the said letter does further admit in effect the instructions produced by the said Lauchlan Maclean, Esquire, confirmed by Mr. Vansittart and Mr. Stewart, and relied on and confided in by the Court of Directors, by which the said Lauchlan Maclean appeared to be specially empowered to declare the said resignation, the words of the said instruction being as follows: "That he [Mr. Hastings] *will not continue in the government of Bengal*, unless certain conditions therein specified can be obtained"; and the words of the said letter being as follows: "What I myself know with certainty, or can recollect at this distance of time, concerning the powers and instructions which were given to Messieurs Maclean and Graham, when they undertook to be my agents in England, I will circumstantially relate. I am in possession of two papers which were presented to those gentlemen at the time of their departure from Bengal, one of which comprises four short propositions *which I required as the conditions of my being confirmed in this government*." And although the said Warren Hastings does here artfully somewhat change the words of his written instructions (and which having in his possession he might as easily have given verbatim) to other words which may appear less explicit, yet they are in fact capable of only the same meaning: for, as, at the time of giving the said instructions to his agents, he was in full possession of his office, he could want no confirmation therein except *his own*; and, in such circumstances, "to require certain things, *as the conditions of his being confirmed in his government*," is tantamount to a declaration "*that he will not continue in his government, unless those conditions can be obtained*." And the said attempt at prevarication can serve, its author the less, as either both sentences have one and the same meaning, or, if their meaning be different, the original instructions in his own handwriting, or, in other words, the thing itself, must be preferred as evidence of its contents to a loose statement of its purport, founded, perhaps, on a loose recollection of it at a great distance of time.

That the said refusal of Warren Hastings, Esquire, was a breach of faith with the Court of Directors and his Majesty's ministers in England; as the said resignation was not merely a voluntary

offer without any consideration, and therefore subject to be recalled or retracted at the pleasure of the said Warren Hastings, but ought rather to be considered as having been the result of a negotiation carried on between Mr. Maclean for the benefit of Warren Hastings, Esquire, on the one hand, and by the Court of Directors for the interests of the Company on the other: which view of the transaction will appear the more probable, when it is considered that at the time of the said resignation a strict inquiry had been carrying on by the Court of Directors into the conduct of the said Warren Hastings, and the solicitor and counsel to the Company, and other eminent counsel, had given it as their opinions, on cases stated to them, that there were grounds for suing the said Warren Hastings in the courts of law and equity, and that the Company would be entitled to recover in the said suits against Warren Hastings, Esquire, several very large sums of money taken by him in his office of Governor-General, contrary to law, and in breach of his covenants, and of his duty to the Company and the public; and the Court of Directors had also come to various severe resolutions of censure against the said Warren Hastings, and amongst others to a resolution to recall the said Warren Hastings, and remove him from his office of Governor-General, to answer for sundry great crimes and delinquencies by him committed in his said office. And on these accounts it appears probable that the said resignation was tendered and accepted as a consideration for some beneficial concessions made in consequence thereof to the said Warren Hastings in his said dangerous and desperate condition.

And the said refusal was also an act of great disrespect to the Court of Directors and to his Majesty, and, by rendering abortive their said measures, solemnly and deliberately taken, and ratified and confirmed by his Majesty, tended to bring the authority of the Court of Directors and of his Majesty into contempt.

And the said refusal was an injury to General Clavering.

And was also, or might have been, a great injury to Edward Wheler, Esquire.

And was an act of signal treachery to Lauchlan Maclean, Esquire, as also to Mr. Vansittart and Mr. Stewart, whose honors and veracity were thereby brought into question, doubt, and suspicion.

And the said refusal was prejudicial to the affairs of the servants of the Company in India, by shaking the confidence to be placed in their agents by those persons with whom it might be for their interests to negotiate on any matter of importance, and by thus subjecting the communication of persons abroad with those at home to difficulties not known before.

X.—SURGEON-GENERAL'S CONTRACT

That the said Warren Hastings, in the year 1777, did grant to the Surgeon-General a contract for three years, for defraying every kind of hospital and medicinal expense,—not only in breach of the general orders of the Court of Directors with respect to the duration of contracts, but in direct opposition to a particular order of the Court of Directors, of the 30th of March, 1774, when they directed "that the Surgeon should not be permitted to enjoy any emolument arising from his being concerned in dieting the patients, and that the occupations of surgeon and contractor should be forthwith separated." That the said contract was in itself highly improper, and inconsistent with the good of the service; as it afforded the greatest temptation to abuse, and established a pecuniary interest in the Surgeon-General, contrary to the duties of his station and profession.

XI.—CONTRACTS FOR POOLBUNDY REPAIRS

That the Governor-General and Council at Fort William did, on the motion and recommendation of Warren Hastings, Esquire, enter into a contract with Archibald Frazer, Esquire, on the 16th of April, 1778, for the repairs of the pools and banks in the province of Burdwan, for two years, at the rate of 120,000 sicca rupees for the first year, and 80,000 rupees for the second year.

That on the 19th of December, 1778, the said Warren Hastings did further persuade the Supreme Council to prolong the term of the above contract with Archibald Frazer for the space of three years more on the same conditions, namely, the payment of 80,000 sicca rupees for each year: to which was added a permission to Mr. Frazer to make *dobunds*, or special repairs, whenever he should judge them necessary, at the charge of government.

That the said contracts, both in the manner of their acceptance by the Supreme Council, without having previously advertised for proposals, and in the extent of their duration, were made in direct violation of the special orders of the Court of Directors.

That, so far from any advantage having been obtained for the Company in the terms of these contracts, in consideration of the length of time for which they were to continue, the expense of government upon this article was increased by these engagements to a very great amount.

That it appears that this contract had been held for some years before by the Rajah of Burdwan at the rate of 25,000 rupees per annum.

That the superintendent of poolbundy repairs, after an accurate and diligent survey of the bunds and pools, and the Provincial Council of Burdwan, upon the best information they could procure, had delivered it as their opinion to the Governor-General and Council, before the said agreement was entered into, that, after the heavy expense stated in Mr. Kinlock's estimate, viz., 119,405 sicca rupees, if disbursed as they recommended, the charge in future seasons would be greatly reduced, *and, after one thorough and effectual repair, they conceived a small annual expense would be sufficient to keep the bunds up and prevent their going to decay.*

That, whatever extraordinary and unusual damages the pools and bunds might have sustained, either from the neglect of the Rajah's officers, or from the violence of the then late rains, and the torrents thereby occasioned, to justify the expense of the first year, yet, as they were all considered and included in the estimate for that year, there could be no pretence for allowing and continuing so large and burdensome a payment as 80,000 rupees per annum for the four succeeding years.

That the said Warren Hastings did, in his minutes of the 13th of February, 1778, himself support that opinion, in the comparison to be made between Mr. Thomson's proposals, of undertaking the same service for 60,000 rupees a year for nine years, and the terms of Mr. Frazer's contracts: preferring the latter, because these were "to effect a complete repair, which could hardly be concluded in one season, and the subsequent expense would be but trifling."

Notwithstanding which, the said Warren Hastings urged and prevailed upon the Council to allow in the first year the full amount proposed by Mr. Kinlock in his estimate of the necessary repairs, and did burden the Company with what he must have deemed to be, for the greater part, an unnecessary expense of 80,000 rupees per annum for four years.

That the permission granted to Mr. Frazer to make *dobunds*, or new and additional embankments in aid of the old ones, whenever he should judge them necessary, at the charge of government, (the said charge to be verified by the oath of the said Frazer, without any voucher,) was a power very much to be suspected, and very improper to be intrusted to a contractor who had already covenanted to keep the old pools in perfect repair, and to construct new ones wherever the old pools had been broken down and washed away, or where the course of the rivers might have rendered new ones necessary, in consideration of the great sums stipulated to be paid to him by the government.

That the grant of the foregoing contracts, and the permission afterwards annexed to the second of the said grants, become much more reprehensible from a consideration of the circumstances of the person to whom such a grant was made.

That the due performance of the service required local knowledge and experience, which the said Archibald Frazer, being an officer in the Supreme Court of Justice, could not have possessed.

XII.—CONTRACTS FOR OPIUM

That it appears that the opium produced in Bengal and Bahar is a considerable and lucrative article in the export trade of those provinces; that the whole produce has been for many years monopolized either by individuals or by the government; that the Court of Directors of the East India Company, in consideration of the hardship imposed on the native owners and cultivators of the lands, who were deprived of their natural right of dealing with many competitors, and compelled to sell the produce of their labor to a single monopolist, did authorize the Governor-General and Council to give up that commodity as an article of commerce.

That, while the said commodity continued to be a monopoly for the benefit of government, and managed by a contractor, the contracts for providing it were subject to the Company's fundamental regulation, namely, to be put up to auction, and disposed of to the best bidder; and that the Company particularly ordered that the commodity, when provided, should be consigned to the Board of Trade, who were directed to dispose thereof by public auction.

That in May, 1777, the said Warren Hastings granted to John Mackenzie a contract for the provision of opium, to continue three years, and without advertising for proposals. That this transaction was condemned by the Court of Directors, notwithstanding a clause had been inserted in that contract by which it was left open to the Court of Directors to annul the same at the expiration of the first or second year.

That, about the end of the year 1780, the said Warren Hastings, in contradiction to the order above mentioned, did take away the sale of the opium from the Board of Trade, though he disclaimed, at the same time, *any intention of implying a censure on their management.*

That in March, 1781, the said Warren Hastings did grant to Stephen Sullivan, son of Lawrence Sullivan, Chairman of the Court of Directors of the East India Company, a contract for the provision of opium, without advertising for proposals, and without even receiving any written proposals from him, the said Sullivan; that he granted this contract for four years, and at the request of the said Sullivan did omit that clause which was inserted in the preceding contract, and by which it was rendered liable to be determined by orders from the Company: the said Warren Hastings declaring, contrary to truth, that such clause was now unnecessary, as the Directors *had approved* the contract.

That the said Sullivan had been but a few months in Bengal when the above contract was given to him; that he was a stranger to the country, and to all the local commerce thereof, and therefore unqualified for the management of such a concern; and that the said Sullivan, instead of executing the contract himself, did, shortly after obtaining the same, assign it over to John Benn and others, and in consideration of such assignment did receive from the said Benn a great sum of money.

That from the preceding facts, as well as from sundry other circumstances of restrictions taken off (particularly by abolishing the office of inspector into the quality of the opium) and of beneficial clauses introduced, it appears that the said Warren Hastings gave this contract to the said Stephen Sullivan in contradiction to the orders of the Court of Directors, and without any regard to the interests of the India Company, for the sole purpose of creating an instant fortune for the said Sullivan at the expense of the India Company, without any claim of service or pretence of merit on his part, and without any apparent motive whatever, except that of securing or rewarding the attachment and support of his father, Lawrence Sullivan, a person of great authority and influence in the direction of the Company's affairs, and notoriously attached to and connected with the said Warren Hastings.

That the said Stephen Sullivan neither possessed nor pretended to possess any skill in the business of his contract; that he exerted no industry, nor showed or could show any exactness, in the performance of it, since he immediately sold the contract for a sum of money to another person, (for the sole purpose of which sale it must be presumed the same was given,) by which person another

profit was to be made; and by that person the same was again sold to a third, by whom a third profit was to be made.

That the said Warren Hastings, at the very time when he engaged the Company in a contract for engrossing the whole of the opium produced in Bengal and Bahar in the ensuing four years on terms of such exorbitant profit to the contractor, affirmed, that "there was little prospect of selling the opium in Bengal at a reasonable price, and that it was but natural to suppose that the price of opium *would fall, from the demand being lessened*"; that in a letter dated the 5th of May, 1781, he informed the Directors, "that, owing to the indifferent state of the markets last season to the Eastward, and the very enhanced rates of insurance which the war had occasioned, they had not been able to dispose of the opium of the present year to so great an advantage as they expected, and that more than one half of it remained still in their warehouses." That the said Warren Hastings was guilty of a manifest breach of trust to his constituents and his employers in monopolizing, for their pretended use, an article of commerce for which he declared *no purchasers had offered, and that there was little prospect of any offering, and the price of which, he said, it was but natural to suppose would fall.*

That the said Warren Hastings, having, by his own act, loaded the Company with a commodity for which, either in the ordinary and regular course of public auction, or even by private contract, there was, as he affirmed, no sale, did, under pretence of finding a market for the same, engage the Company in an enterprise of great and certain expense, subject to a manifest risk, and full of disgrace to the East India Company, not only in their political character, as a great sovereign power in India, but in their commercial character, as an eminent and respectable body of merchants; and that the execution of this enterprise was accompanied with sundry other engagements with other persons, in all of which the Company's interest was constantly sacrificed to that of individuals favored by the said Warren Hastings.

That the said Warren Hastings first engaged in a scheme to export one thousand four hundred and sixty chests of opium, on the Company's account, on board a ship belonging to Cudbert Thornhill, half of which was to be disposed of in a coasting voyage, and the remainder in Canton. That, besides the freight and commission payable to the said Thornhill on this adventure, twelve pieces of cannon belonging to the Company were lent for arming the ship; though his original proposal was, that the ship should be armed at his expense. That this part of the adventure, depending for its success on a prudent and fortunate management of various sales and resales in the course of a circuitous voyage, and being exposed to such risk both of sea and enemy that all private traders had declined to be concerned in it, was particularly unfit for a great trading company, and could not be undertaken on their account with any rational prospect of advantage.

That the said Warren Hastings soon after engaged in another scheme for exporting two thousand chests of opium directly to China on the Company's account, and for that purpose accepted of an offer made by Henry Watson, the Company's chief engineer, to convey the same in a vessel of his own, and to deliver it to the Company's supra-cargoes. That, after the offer of the said Henry Watson had been accepted, a letter from him was produced at the board, in which he declared that he was unable to equip the ship with a proper number of cannon, and requested that he might be furnished with thirty-six guns from the Company's stores at Madras; with which request the board complied.

That it appears that George Williamson, the Company's auctioneer at Calcutta, having complained that by this mode of exporting the opium, which used to be sold by public auction, he lost his commission as auctioneer, the board allowed him to draw a commission of one per cent on all the opium which had been or was to be exported. That it appears that the contractor for opium (whose proper duties and emoluments as contractor ended with the delivery of the opium) was also allowed to draw a commission on the opium then shipping on the Company's account; but for what reason, or on what pretence, does not appear.

That the said Warren Hastings, in order to pay the said Stephen Sullivan in advance for the opium furnished or to be furnished by him in the first year of his contract, did borrow the sum of

twenty lacs of rupees at eight per cent, or two hundred thousand pounds sterling, to be repaid by drafts to be drawn on the Company by their supra-cargoes in China, provided the opium consigned to them should arrive safe; but that, if the adventure failed, whether by the loss of the ships or otherwise, the subscribers to the above loan were to be repaid their capital and interest out of the Company's treasury in Bengal.

That the said Warren Hastings, having in this manner purchased a commodity for which he said there was no sale, and paid for it with money which he was obliged to borrow at a high interest, was still more criminal in his attempt, or pretended plan, to introduce it clandestinely into China. That the importation of opium into China is forbidden by the Chinese government; that the opium, on seizure, is burnt, the vessel that imports it confiscated, and the Chinese in whose possession it may be found for sale punished with death.

That the Governor-General and Council were well aware of the existence of these prohibitions and penalties, and did therefore inform the supra-cargoes in China, that the ship belonging to the said Henry Watson would enter the river at China as an armed ship, *and would not be reported as bearing a cargo of opium, that being a contraband trade.*

That, of the above two ships, the first, belonging to Cudbert Thornhill, was taken by the French; and that the second, arriving in China, did occasion much embarrassment and distress to the Company's supra-cargoes there, who had not been previously consulted on the formation of the plan, and were exposed to great difficulty and hazard in the execution of their part of it. That the ship was delayed, at a demurrage of an hundred dollars a day, for upwards of three months, waiting in vain for a better market. The factory estimate the *loss* to the Company, including port charges, demurrage, and factory charges allowed the captain, at sixty-nine thousand nine hundred and ninety-three dollars, or about twenty thousand pounds sterling.

That the Company's factory at China, after stating the foregoing facts to the Court of Directors, conclude with the following general observation thereon. "On a review of these circumstances, with the extravagant and unusual terms of the freight, demurrage, factory charges, &c., &c., we cannot help being of opinion that private considerations have been suffered to interfere too much for any benefit that may have been intended to the Honorable Company. We hope for the Honorable Court's approbation of our conduct in this affair. The novelty and nature of the consignments have been the source of much trouble and anxiety, and, though we wished to have had it in our power to do more, we may truly say we have exceeded our expectations."

That every part of this transaction, from the monopoly with which it commenced, to the contraband dealing with which it concluded, criminales the said Warren Hastings with wilful disobedience of orders and a continued breach of trust; that every step taken in it was attended with heavy loss to the Company, and with a sacrifice of their interest to that of individuals; and that, if finally a profit had resulted to the Company from such a transaction, no profit attending it could compensate for the probable risk to which their trade in China was thereby exposed, or for the certain dishonor and consequent distrust which the East India Company must incur in the eyes of the Chinese government by being engaged in a low, clandestine traffic, prohibited by the laws of the country.

XIII.—APPOINTMENT OF R.J. SULIVAN

That in the month of February, 1781, Mr. Richard Joseph Sullivan, Secretary to the Select Committee at Fort St. George, applied to them for leave to proceed to Calcutta *on his private affairs*. That, being the confidential secretary to the Select Committee at Fort St. George, and consequently possessed of all the views and secrets of the Company, as far as they related to that government, he went privately into the service of the Nabob of Arcot, and, under the pretence of proceeding to Calcutta on his private business, undertook a commission from the said Nabob to the Governor-General and Council, to negotiate with them in favor of certain projects of the said Nabob which had been reprobated by the Company.

That the said Sullivan was soon after appointed back again by the said Warren Hastings to the office of Resident at the Durbar of the said Nabob of Arcot. That it was a high crime and misdemeanor in the said Hastings to encourage so dangerous an example in the Company's service, and to interfere unnecessarily with the government of Madras in the discharge of the duties peculiarly ascribed to them by the practice and orders of the Company, for the purpose of appointing to a great and confidential situation a man who had so recently committed a breach of trust to his employers.

That the Court of Directors, in their letter to Bengal, dated the 12th of July, 1782, and received there on the 18th of February, 1783, did *condemn and revoke* the said appointment. That the said Directors, in theirs to Fort St. George, dated the 28th of August, 1782, and received there the 31st of January, 1783, did highly condemn the conduct of the said Sullivan, and, in order to deter their servants from practices of the same kind, *did dismiss him from their service*.

That the said Hastings, knowing that the said Sullivan's appointment had been condemned and revoked by the Court of Directors, and pretending that on the 15th of March, 1783, he did not know that the said Sullivan was *dismissed* from the Company's service, though that fact was known at Madras on the 31st of the preceding January, did recommend the said Sullivan to be ambassador at the court of Nizam Ali Khân, Subahdar of the Deccan, in defiance of the authority and orders of the Court of Directors.

That, even admitting, what is highly improbable, that the *dismissal* of the said Sullivan from the service of the said Company was not known at Calcutta in forty-three days from Madras, the last-mentioned nomination of the said Sullivan was made at least in contempt of the censure already expressed by the Court of Directors at his former appointment to the Durbar of the Nabob of Arcot, and which was certainly known to the said Hastings.

XIV.—RANNA OF GOHUD

That on the 2d of December, 1779, the Governor-General and Council of Fort William, at the special recommendation and instance of Warren Hastings, Esquire, then Governor-General, and contrary to the declared opinion and protest of three of the members of the Council, viz., Philip Francis and Edward Wheler, Esquires, who were present, and of Sir Eyre Coote, who was absent, (by whose absence the casting voice of the said Warren Hastings, Esquire, prevailed,) did conclude a treaty of perpetual friendship and alliance, offensive and defensive, with a Hindoo prince, called the Ranna of Gohud, for the express purpose of using the forces of the said Ranna in opposition to the Mahrattas.

That, among other articles, it was stipulated with the said Ranna by the said Warren Hastings, "that, whenever peace should be concluded between the Company and the Mahratta state, the Maha Rajah should be included as a party in the treaty which should be made for that purpose, and his present possessions, together with the fort of Gualior, which of old belonged to the family of the Maha Rajah, if it should be then in his possession, and such countries as he should have acquired in the course of war, and which it should then be stipulated to leave in his hands, should be guaranteed to him by such treaty."

That, in the late war against the Mahrattas, the said Ranna of Gohud did actually join the British army under the command of Colonel Muir with two battalions of infantry and twelve hundred cavalry, and did then serve in person against the Mahrattas, thereby affording material assistance, and rendering essential service to the Company.

That, in conformity to the above-mentioned treaty, in the fourth article of the treaty of peace concluded on the 13th of October, 1781, between Colonel Muir, on the part of the English Company, and Mahdajee Sindia, the Mahratta general, the said Ranna of Gohud was expressly included.

That, notwithstanding the said express provision and agreement, Mahdajee Sindia proceeded to attack the forts and lay waste the territories of the said Ranna, and did undertake and prosecute a war against him for the space of two years, in the course of which the Ranna and his family were reduced to extreme distress, and in the end he was deprived of his forts, and the whole not only of his acquired possessions, but of his original dominions, so specially guaranteed to him by the British government in both the above-mentioned treaties.

That the said Warren Hastings was duly and regularly informed of the progress of the war against the Ranna, and of every event thereof; notwithstanding which, he not only neglected in any manner to interfere therein in favor of the said Ranna, or to use any endeavors to prevent the infraction of the treaty, but gave considerable countenance and encouragement to Mahdajee Sindia in his violation of it, both by the residence of the British minister in the Mahratta camp, and by the approbation shown by the said Warren Hastings to the promises made by his agent of observing the strictest neutrality, notwithstanding he was in justice bound, and stood pledged by the most solemn and sacred engagements, to protect and preserve the said Ranna from those enemies, whose resentment he had provoked only by his adherence to the interests of the British nation.

That, in the only attempt made to sound the disposition of Mahdajee Sindia relative to a pacification between him and the Ranna of Gohud, on the 14th of May, 1783, Mr. Anderson, in obedience to the orders he had received, did clearly and explicitly declare to Bhow Bucksey, the minister of Mahdajee Sindia, the sentiments of the said Warren Hastings in the words following: "That it was so far from your [the said Hastings's] meaning to intercede in his [the said Ranna's] favor, that I only desired him to sound Sindia's sentiments, and, in case he was desirous of peace, to mention what I had said; but if he seemed to prefer carrying on the war, I begged that he would not mention a syllable of what had passed, but let the matter drop entirely."

That it afterwards appeared, in a minute of the said Hastings in Council at Fort William, on the 22d of September, 1783, that he promised, at the instance of a member of the Council, to write to Lieutenant James Anderson in favor of the Ranna of Gohud, and lay his letter before the board.

That, nevertheless, the said Hastings, professing *not to recollect* his said promise, *did neglect to write a formal letter to Lieutenant Anderson in favor of the said Ranna of Gohud*, and that the private letter, the extract of which the said Hastings did lay before the board on the 21st of October, 1783, so far from directing any effectual interference in favor of the said Ranna, or commanding his agent, the said James Anderson, to interpose the mediation of the British government to procure "*honorable terms*" for the said Ranna, or even "*safety to his person and family*," contains the bitterest invectives against him, and is expressive of the satisfaction which the said Hastings acknowledges himself to have enjoyed in the distresses of the said Ranna, the ally of the Company.

That the measures therein recommended appear rather to have been designed to satisfy Mahdajee Sindia, and to justify the conduct of the British government in not having taken a more active and a more hostile part against the said Ranna, than an intercession on his behalf.

That, though no consideration of good faith or observance of treaties could induce the said Hastings to incur the hazard of any hostile exertion of the British force for the defence or the relief of the allies of the Company, yet in the said private letter he directed, that, in case his mediation should be accepted, it should be made *a specific condition*, that, *if the said Ranna should take advantage of Sindia's absence to renew his hostilities, we ought, in that case, on requisition, to invade the dominions of the Ranna*.

That no beneficial effects could have been procured to the said Ranna by an offer of mediation delayed till Sindia no longer wanted "*our assistance to crush so fallen an enemy*," at the same time that no reason was given to Sindia to apprehend the danger of drawing upon himself the resentment of the British government by a disregard of their proposal and the destruction of their ally.

That it was a gross and scandalous mockery in the said Hastings to defer an application to obtain honorable terms for the Ranna, and safety for his person and family, till he had been deprived of his principal fort, in defence of which his uncle lost his life, and on the capture of which, his wife, to avoid the dishonor consequent upon falling into the hands of her enemies, *had destroyed herself by an explosion of gunpowder*.

That, however, it does not appear that any offer of mediation was ever actually made, or any influence exerted, either for the safety of the Ranna's person and family or in mitigation of the *rigorous intentions* supposed by Lieutenant Anderson⁴ to have been entertained against him by Mahdajee Sindia after his surrender.

That the said Hastings, in the instructions⁵ given by him to Mr. David Anderson for his conduct in negotiating the treaty of peace with the Mahrattas, expressed his determination to desert the Ranna of Gohud in the following words. "You will of course be attentive to any engagements subsisting between us and other powers, in settling the terms of peace and alliance with the Mahrattas. I except from this the Ranna of Gohud.... Leave him to settle his own affairs with the Mahrattas."

That the said Anderson appears very assiduously to have sought for grounds to justify the execution of this part of his instructions, to which, however, he was at all events obliged to conform.

That, even after his application for that purpose to the Mahrattas, whose testimony was much to be suspected, because it was their interest to accuse and their determined object to destroy the said Ranna, no satisfactory proof was obtained of his defection from the engagements he had entered into with the Company.

That, moreover, if all the charges which have been pretended against the Ranna, and have been alleged by the said Hastings in justification of his conduct, had been well founded and proved to be

⁴ 29 February, 1784.

⁵ Dated, Benares, 4th of November, 1781.

true, the subject-matter of those accusations and the proofs by which they wore to be supported were known to Colonel Muir before the conclusion of the treaty he entered into with Mahdajee Sindia; and therefore, whatever suspicions may have been entertained or whatever degree of criminality may have been proved against the said Ranna previous to the said treaty, from the time he was so provided for and included in the said treaty he was fully and justly entitled to the security stipulated for him by the Company, and had a right to demand and receive the protection of the British government.

That these considerations were urged by Mr. Anderson to the said Warren Hastings, in his letter of the 24th of June, 1781, and were enforced by this additional argument,—"that, in point of policy, I believe, it ought not to be our wish that the Mahrattas should ever recover the fortress of Gualior. It forms an important barrier to our own possessions. In the hands of the Ranna it can be of no prejudice to us; and notwithstanding the present prospect of a permanent peace betwixt us and the Mahrattas, it seems highly expedient that there should always remain some strong barrier to separate us, on this side of India, from that warlike and powerful nation."

That the said Warren Hastings was highly culpable in abandoning the said Ranna to the fury of his enemies, thereby forfeiting the honor and injuring the credit of the British nation in India, notwithstanding the said Hastings was fully convinced, and had professed, "that the most sacred observance of treaties, justice, and good faith were necessary to the existence of the national interests in that country," and though the said Hastings has complained of the insufficiency of the laws of this kingdom to enforce this doctrine "by the punishment of persons in the possession of power, who may be impelled by the provocation of ambition, avarice, or vengeance, stronger than the restrictions of integrity and honor, to the violation of this just and wise maxim."

That the said Hastings, in thus departing from these his own principles, with a full and just sense of the guilt he would thereby incur, and in sacrificing the allies of this country "*to the provocations of ambition, avarice, or vengeance,*" in violation of the national faith and justice, did commit a gross and wilful breach of his duty, and was thereby guilty of an high crime and misdemeanor.

XV.—REVENUES

PART I

That the property of the lands of Bengal is, according to the laws and customs of that country, an inheritable property, and that it is, with few exceptions; vested in certain natives, called *zemindars*, or landholders, under whom other natives, called *talookdars* and *ryots*, hold certain subordinate rights of property or occupancy in the said lands. That the said natives are Hindoos, and that their *rights and privileges are grounded upon the possession of regular grants, a long series of family succession, and fair purchase*. That it appears that Bengal has been under the dominion of the Mogul, and subject to a Mahomedan government, for above two hundred years. That, while the Mogul government was in its vigor, the property of zemindars was *held sacred*, and that, either by voluntary grant from the said Mogul or by composition with him, the native Hindoos were left in the free, quiet, and undisturbed possession of their lands, on the single condition of paying a fixed, certain, and unalterable revenue, or quit-rent, to the Mogul government. That this revenue, or quit-rent, was called the *aussil jumma*, or *original ground-rent*, of the provinces, and was not increased from the time when it was first settled in 1573 to 1740, when the regular and effective Mogul government ended. That, from that time to 1765, invasions, usurpations, and various revolutions took place in the government of Bengal, in consequence of which the country was considerably reduced and impoverished, when the East India Company received from the present Mogul emperor, Shah Allum, a grant of the *dewanny*, or collection of the revenues. That about the year 1770 the provinces of Bengal and Bahar were visited with a dreadful famine and mortality, by which at least one third of the inhabitants perished. That Warren Hastings, Esquire, has declared, "that he had always heard the loss of inhabitants reckoned at a third, and in many places near one half of the whole, and that he knew not by what means such a loss could be recruited in four or five years, and believed it impossible." That, nevertheless, the revenue was *violently kept up to its former standard*,—that is, in the two years immediately preceding the appointment of the said Warren Hastings to the government of Fort William,—in consequence of which *the remaining two thirds of the inhabitants were obliged to pay for the lands now left without cultivation*; and that from the year 1770 to the year 1775 *the country had languished, and the evil continued enhancing every day*. That the said Warren Hastings, in a letter to the Secret Committee of the Court of Directors, dated 1st September, 1772, declared, "that the lands had suffered unheard-of depopulation by the famine and mortality of 1769; that the collections, *violently kept up to their former standard*, had added to the distress of the country, and threatened a general decay of the revenue, unless immediate remedies were applied to prevent it." That the said Warren Hastings has declared, "that, by intrusting the collections to the hereditary zemindars, the people would be treated with *more tenderness*, the rents more improved, and cultivation more likely to be encouraged; that *they* have a perpetual interest in the country; that *their* inheritance cannot be removed; that *they* are the proprietors; that the lands are *their* estates, and *their* inheritance; that, from a long continuance of the lands in their families, it is to be concluded they have riveted an authority in the district, acquired an ascendancy over the minds of the ryots, and *ingratiated their affections*; that, from continuing the lands under the management of those who have a natural and perpetual interest in their prosperity, solid advantages might be expected to accrue; that the zemindar would be less liable to failure or deficiencies than the farmer, from the perpetual interest which the former hath in the country, and because his inheritance cannot be removed, and it would be improbable that he should risk the loss of it by eloping from his district, which is too frequently practised by a farmer when he is hard-pressed for the payment of his balances, and as frequently predetermined when he receives his farm." That, notwithstanding all the preceding declarations made by the said Warren Hastings of the loss of one

third of the inhabitants and general decline of the country, he did, immediately after his appointment to the government, in the year 1772, make an arbitrary settlement of the revenues for five years at a higher rate than had ever been received before, and with a progressive and accumulating increase on each of the four last years of the said settlement.

That, notwithstanding the right of property and inheritance, repeatedly acknowledged by the said Warren Hastings to be in the zemindars and other native landholders, and notwithstanding he had declared "that the security of private property is the greatest encouragement to industry, on which the wealth of every state depends," the said Warren Hastings, nevertheless, in direct violation of those acknowledged rights and principles, did universally let the lands of Bengal *in farm* for five years,—thereby destroying all the rights of private property of the zemindars,—thereby delivering the management of their estates to farmers, and transferring by a most arbitrary and unjust act of power the whole landed property of Bengal from the owners to strangers. That, to accomplish this iniquitous purpose, he, the said Warren Hastings, did put the lands of Bengal up to a pretended public auction, *and invited all persons to make proposals for farming the same*, thereby encouraging strangers to bid against the proprietors,—in consequence of which, not only the said proprietors were ousted of the possession and management of their estates, but a great part of the lands fell into the hands of the banians, or principal black servants of British subjects connected with and protected by the government; and that the said Warren Hastings himself has since declared, that *by this way the lands too generally fell into the hands of desperate or knavish adventurers*.⁶ That, before the measure hereinbefore described was carried into execution, the said Warren Hastings did establish certain fundamental regulations in Council, to be observed in executing the same.⁷ That among these regulations it was specially and strictly ordered, that no farm should exceed the annual amount of *one lac* of rupees, and "that no peshcar, banian, or other servant, of whatever denomination, of the collector, or relation or dependant of any such servant, should be allowed to farm lands, nor directly or indirectly to hold a concern in any farm, nor to be security for any farmer." That, in direct violation of these his own regulations, and in breach of the public trust reposed in him, and sufficiently declared by the manifest duty of his station, if it had not been expressed and enforced by any positive institution, he, the said Warren Hastings, did permit and suffer his own banian or principal black steward, named Cantoo Baboo, to hold farms in different purgunnahs, or districts, or to be security for farms, to the amount of thirteen lac of rupees (130,000*l.* or upwards) per annum; and that, after enjoying the whole of those farms for two years, he was permitted by the said Warren Hastings to relinquish two of them. That on the subject of the farms held by Cantoo Baboo the said Warren Hastings has made the following declaration. "Many of his farms were taken without my knowledge, and almost all against my advice. I had no right to use compulsion or authority; nor could I with justice exclude him, because he was my servant, from a liberty allowed to all other persons in the country. The farms which he quitted he quitted by my advice, because I thought that he might engage himself beyond his abilities, and be involved in disputes, which I did not choose to have come before me as judge of them."⁸ That the said declaration contains sundry false and contradictory assertions: that, if *almost all* the said farms were taken against his advice, it cannot be true that *many* of them were taken without his knowledge; that, whether Cantoo Baboo had been his servant or not, the said Warren Hastings was bound by his own regulations to prevent his holding any farms to a greater amount than one lac of rupees per annum, and that the said Cantoo Baboo, being the servant of the Governor-General, was excluded by the said regulations from holding any farms whatever; that, if (as the Directors observe) it was thought dangerous to permit the banian of a collector to be concerned in farms, the same or stronger objections would always lie against the Governor's banian being so concerned; that the said

⁶ Revenue Consultation, 28th January, 1775.

⁷ Revenue Board, 14th May, 1772.

⁸ Address to the Court of Directors, 25th March, 1775.

Warren Hastings had a right, and was bound by his duty, to prevent his servant from holding the same; that, in advising the said Cantoo Baboo to relinquish some of the said farms, for which he was actually engaged, he has acknowledged an influence over his servant, and has used that influence for a purpose inconsistent with his duty to the India Company, namely, to deprive them of the security of the said Cantoo Baboo's engagement for farms which on trial he had found not beneficial, or not likely to continue beneficial, to himself; and that, if it was improper that he, the said Warren Hastings, should be the judge of any disputes in which his servant might be involved on account of his farms, that reason ought to have obliged him to prevent his servant from being engaged in any farms whatever, or to have advised his said servant to relinquish the remainder of his farms, as well as those which the said Warren Hastings affirms he quitted by his advice. That on the subject of the said charge the Court of Directors of the East India Company have come to the following resolution: "*Resolved*, That it appears that the conduct of the late President and Council of Fort William in Bengal, in suffering Cantoo Baboo, the present Governor-General's banian, to hold farms in different purgunnahs to a large amount, or to be security for such farms, contrary to the tenor and spirit of the 17th regulation of the Committee of Revenue at Fort William, of the 14th May, 1772, and afterwards relinquishing that security without satisfaction made to the Company, was highly improper, and has been attended with considerable loss to the Company"; and that in the whole of this transaction the said Warren Hastings has been guilty of gross collusion with his servant, and manifest breach of trust to his employers.

That, whereas it was acknowledged by the said Warren Hastings, that the country, in the years 1770 and 1771, had suffered great depopulation and decay, and that the collections of those years, having been violently kept up to their former standard, had added to the distress of the country, the settlement of the revenues made by him for five years, commencing the 1st May, 1772, instead of offering any abatement or relief to the inhabitants who had survived the famine, held out to the East India Company a promise of great *increase* of revenue, to be exacted from the country by the means hereinbefore described. That this settlement was not realized, but fell considerably short, even in the first of the five years, when the demand was the lightest; and that on the whole of the five years the real collections fell short of the settlement to the enormous amount of two millions and a half sterling, and upwards. That such a settlement, if it had been or could have been rigorously exacted from a country already so distressed, and from a population so impaired, that, in the belief of the said Warren Hastings, it was impossible such loss could be recruited in four or five years, would have been in fact, what it appeared to be in form, an act of the most cruel and tyrannical oppression; but that the real use made of that unjust demand upon the natives of Bengal was, to oblige them to compound privately with the persons who formed the settlement, and who threatened to enforce it. That the enormous balances and remissions on that settlement arose from a general collusion between the farmers and collectors, and from a general peculation and embezzlement of the revenues, by which the East India Company was grossly imposed on, in the first instance, by a promised *increase* of revenue, and defrauded, in the second, not only by the failure of that *increase*, but by the revenues falling short of what they were in the two years preceding the said settlement to a great amount. That the said Warren Hastings, being then at the head of the government of Bengal, was a party to all the said imposition, fraud, peculation, and embezzlement, and is principally and specially answerable for the same; and that, whereas sundry proofs of the said peculation and embezzlement were brought before the Court of Directors, the said Directors (in a letter dated the 4th of March, 1778, and signed by William Devaynes and Nathaniel Smith, Esquires, now Chairman and Deputy-Chairman of the said Court, and members of this House) did declare, that, "although it was rather their wish to prevent future evils than to enter into a severe retrospection of past abuses, yet, as in some of the cases then before them they conceived there had been *flagrant corruption*, and in others great oppressions committed on the native inhabitants, they thought it unjust to suffer the delinquents to pass wholly unpunished, and therefore they directed the Governor-General and Council forthwith to commence a prosecution against the persons who composed the Committee of Circuit, and their representatives,

and against all other proper parties"; but that the prosecutions so ordered by the Court of Directors in the year 1778 have never been brought to trial; and that the said Warren Hastings did, on the 23d of December, 1783, propose and carry it in Council, *that orders should be given for withdrawing the said prosecutions,—declaring, that he was clearly of opinion that there was no ground to maintain them, and that they would only be productive of expense to the Company and unmerited vexation to the parties.*

REVENUES. PART II

That the said Warren Hastings has on sundry occasions declared his deliberate opinion generally against all innovations, and particularly in the collection and management of the revenues of Bengal: that "he was well aware of the expense and inconvenience *which ever attends innovations of all kinds*, on, their first institution;⁹ —that innovations are *always* attended with difficulties and inconveniences, and innovations in the revenue with a suspension of the collections;¹⁰ —that the continual variations in the mode of collecting the revenue, and the continual usurpation on the rights of the people, have fixed in the minds of the ryots a rooted distrust of the ordinances of government."¹¹ That the Court of Directors have repeatedly declared their apprehensions "that a sudden transition from one mode to another, in the investigation and collection of their revenue, might have alarmed the inhabitants, lessened their confidence in the Company's proceedings, and been attended with other evils."¹²

That the said Warren Hastings, immediately after his appointment to the government of Fort William, in April, 1772, did abolish the office of *Naib Dewan*, or native collector of the revenues, then existing; that he did at the same time appoint a committee of the board to go on a circuit through the provinces, and to form a settlement of the revenues for five years; that he did then appoint sundry of the Company's servants to have the management of the collections, viz., one in each district, under the title of *Collector*; that he did then abolish the General Board of Revenue or Council at Moorshedabad, for the following reasons: "That, while the controlling and executive part of the revenue and the correspondence with the collectors was carried on by a council at Moorshedabad, the members of the administration at Calcutta had no opportunity of acquiring that thorough and comprehensive knowledge which could only result from *practical experience*; that the orders of the Court of Directors, which established a new system, which enjoined many new regulations and inquiries, could not properly be delegated to a subordinate council, and it became absolutely necessary that the business of the revenue should be conducted *under the immediate observation and direction of the board*."¹³— That in November, 1773, the said Warren Hastings abolished the office of Collector, and transferred the collection and management of the revenues to several councils of revenue, commonly called *Provincial Councils*. That on the 24th of October, 1774, the said Warren Hastings *earnestly offered his advice* (to the Governor-General and Council, then newly appointed by act of Parliament) *for the continuation of the said system of Provincial Councils in all its parts*. That the said Warren Hastings did, on the 22d of April, 1775, transmit to the Directors a formal plan for the future settlement of the revenues, and did therein declare, that, "with respect to the mode of managing the collection of the revenue and the administration of justice, none occurred to him so good as the system which was already established of Provincial Councils." That on the 18th of January, 1776, the said Warren Hastings did transmit to the Court of Directors a plan for the better administration of justice, that in this plan the establishment of the said Provincial Councils was specially provided for and confirmed, and that Warren Hastings did recommend it to the Directors *to obtain the sanction of Parliament for a confirmation of the said plan*. That on the 30th of April, 1776, the said Warren Hastings did transmit to the Court of Directors the draft or scheme of an act of Parliament for the better administration of justice in the provinces, in which the said establishment of Provincial Councils is again specially included, and special jurisdiction assigned to the said Councils. That the Court of

⁹ 3d November, 1772.

¹⁰ 24th October, 1774.

¹¹ 22d April, 1775.

¹² 5th February, 1777; 4th July, 1777.

¹³ 3d November, 1772.

Directors, in a letter dated 5th of February, 1777, did give the following instruction to the Governor-General and Council, a majority of whom, viz., Sir John Clavering, Colonel Monson, and Mr. Francis, had disapproved of the plan of Provincial Councils: "If you are fully convinced that the establishment of Provincial Councils has not answered nor is not capable of answering the purposes intended by such institutions, we hereby direct you to form a new plan for the collection of the revenues, and to transmit the same to *us for our consideration*."—That the said Warren Hastings, in contradiction to his own sentiments repeatedly declared, and to his own advice repeatedly and deliberately given, and in defiance of the orders of the Directors, to whom he transmitted no previous communication whatever of his intention to abolish the said Provincial Councils, did, in the beginning of the year 1781, again change the whole system of the collections of the public revenue of Bengal, as also the administration of civil and criminal justice throughout the provinces. That the said Warren Hastings, in a letter dated 5th of May, 1781, advising the Court of Directors of the said changes, has falsely affirmed, "that the plan of superintending and collecting the public revenue of the provinces through the agency of Provincial Councils had been instituted for the temporary and declared purpose of introducing another more permanent mode *by an easy and gradual change*"; that, on the contrary, the said Warren Hastings, from the year 1773 to the year 1781, has constantly and uniformly insisted on the wisdom of that institution, and on the necessity of never departing from it; that he has in that time repeatedly advised that the said institution should be confirmed *in perpetuity* by an act of Parliament; that the said total dissolution of the Provincial Councils was not introduced by any easy and gradual change, nor by any gradations whatever, but was sudden and unprepared, and instantly accomplished by a single act of power; and that the said Warren Hastings, in the place of the said Councils, has substituted a Committee of Revenue, consisting of four covenanted servants, on principles opposite to those which he had himself professed, and with exclusive powers, tending to deprive the members of the Supreme Council of a due knowledge of and inspection into the management of the territorial revenues, specially and unalienably vested by the legislature in the Governor-General and Council, and to vest the same solely and entirely in the said Warren Hastings. That the reasons assigned by the said Warren Hastings for constituting the said Committee of Revenue are incompatible with those which he professed when he abolished the subordinate Council of Revenue at Moorshedabad: that he has invested the said Committee *in the fullest manner with all the powers and authority of the Governor-General and Council*; that he has thereby contracted the whole power and office of the Provincial Councils into a small compass, and vested the same in four persons appointed by himself; that he has thereby taken the general transaction and cognizance of revenue business out of the Supreme Council; that the said Committee are empowered to conduct the current business of the revenue department without reference to the Supreme Council, and only *report to the board such extraordinary occurrences, claims, and proposals as may require the special orders of the board*; that even the instruction to report to the board in extraordinary cases is nugatory and fallacious, being accompanied with limitations which make it impossible for the said board to decide on any questions whatsoever: since it is expressly provided by the said Warren Hastings, *that, if the members of the Committee differ in opinion, it is not expected that every dissentient opinion should be recorded*; consequently the Supreme Council, on any reference to their board, can see nothing but the resolutions or reasons of the majority of the Committee, without the arguments on which the dissentient opinions might be founded: and since it is also expressly provided by the said Warren Hastings, *that the determination of the majority of the Committee should not therefore be stayed, unless it should be so agreed by the majority*,—that is, that, notwithstanding the reference to the Supreme Council, the measure shall be executed without waiting for their decision.

That the said Warren Hastings has delivered his opinion, with many arguments to support the same, in favor of long leases of the lands, in preference to *annual* settlements: that he has particularly declared, "that the farmer who holds his farm for one year only, having no interest in the next, takes what he can with the hand of rigor, which, even in the execution of legal claims, is often equivalent to

violence; he is under the necessity of being rigid, and *even cruel*,—for what is left in arrear after the expiration of his power is at best a doubtful debt, if ever recoverable; he will be tempted to exceed the bounds of right, and to augment his income by irregular exactions, and by racking the tenants, for which pretences will not be wanting, where the farms pass *annually* from one hand to another; that the discouragements which the tenants feel from being transferred every year to new landlords are a great objection to such short leases; that they contribute to injure the cultivation and dispeople the lands; that, on the contrary, from long farms the farmer acquires a permanent interest in his lands; he will, for his own sake, lay out money in assisting his tenants in improving lands already cultivated, and in clearing and cultivating waste lands."¹⁴ That, nevertheless, the said Warren Hastings, having left it to the discretion of the Committee of Revenue, appointed by him in 1781, to fix the time for which the ensuing settlement should be made, and the said Committee having declared, that, *with respect to the period of the lease, in general, it appeared to the Committee that to limit them to one year would be the best period*, he, the said Warren Hastings, approved of that limitation, in manifest contradiction to all his own arguments, professions, and declarations concerning the fatal consequences of *annual* leases of the lands; that in so doing the said Warren Hastings did not hold himself bound or restrained by the orders of the Court of Directors, but acted upon his own discretion; and that he has, for partial and interested purposes, exercised that discretion in particular instances against his own general settlement for one year, by granting perpetual leases of farms and zemindaries to persons specially favored by him, and particularly by granting a perpetual lease of the zemindary of Baharbund to his servant Cantoo Baboo on very low terms.

That in all the preceding transactions the said Warren Hastings did act contrary to his duty as Governor of Fort William, contrary to the orders of his employers, and contrary to his own declared sense of expediency, consistency, and justice, and thereby did harass and afflict the inhabitants of the provinces with perpetual changes in the system and execution of the government placed over them, and with continued innovations and exactions, against the rights of the said inhabitants,—thereby destroying all security to private property, and all confidence in the good faith, principles, and justice of the British government. And that the said Warren Hastings, having substituted his own instruments to be the managers and collectors of the public revenue, in the manner hereinbefore mentioned, did act in manifest breach and defiance of an act of the 13th of his present Majesty, by which *the ordering and management and government of all the territorial revenues in the kingdoms of Bengal, Bahar, and Orissa* were vested in the Governor-General and Council, without any power of delegating the said trust and duty to any other persons; and that, by such unlawful delegation of the powers of the Council to a subordinate board appointed by himself, he, the said Warren Hastings, did in effect unite and vest in his own person the ordering, government, and management of all the said territorial revenues; and that for the said illegal act he, the said Warren Hastings, is solely answerable, the same having been proposed and resolved in Council when the Governor-General and Council consisted but of two persons present,—namely, the said Warren Hastings, and the late Edward Wheler, Esquire, and when consequently the Governor-General, by virtue of the casting voice, possessed the whole power of the government. That, in all the changes and innovations hereinbefore described, the pretence used by the said Warren Hastings to recommend and justify the same to the Court of Directors has been, that such changes and innovations would be attended with increase of revenue or diminution of expense to the East India Company; that such pretence, if true, would not have been a justification of such acts; but that such pretence is false and groundless: that during the administration of the said Warren Hastings the territorial revenues have declined; that the charges of collecting the same have greatly increased; and that the said Warren Hastings, by his neglect, mismanagement, and by a direct and intended waste of the Company's property, is chargeable with and answerable for all the said decline of revenue, and all the said increase of expense.

¹⁴ 14th May, 1772.

XVI.—MISDEMEANORS IN OUDE

I. That the province of Oude and its dependencies were, before their connection with and subordination to the Company, in a flourishing condition with regard to culture, commerce, and population, and their rulers and principal nobility maintained themselves in a state of affluence and splendor; but very shortly after the period aforesaid, the prosperity both of the country and its chiefs began sensibly and rapidly to decline, insomuch that the revenue of the said province, which, on the lowest estimation, had been found, in the commencement of the British influence, at upwards of three millions sterling annually, (and that ample revenue raised without detriment to the country,) did not in the year 1779 exceed the sum of 1,500,000*l.*, and in the subsequent years did fall much short of that sum, although the rents were generally advanced, and the country grievously oppressed in order to raise it.

II. That in the aforesaid year, 1779, the demands of the East India Company on the Nabob of Oude are stated by Mr. Purling, their Resident at the court of Oude, to amount to the sum of 1,360,000*l.* sterling and upwards, leaving (upon the supposition that the whole revenue should amount to the sum of 1,500,000*l.* sterling, to which it did not amount) no more than 140,000*l.* sterling for the support of the dignity of the household and family of the Nabob, and for the maintenance of his government, as well as for the payment of the public debts due within the province.

III. That by the treaty of Fyzabad a regular brigade of the Company's troops, to be stationed in the dominions of the Nabob of Oude, was kept up at the expense of the said Nabob; in addition to which a temporary brigade of the same troops was added to his establishment, together with several detached corps in the Company's service, and a great part of his own native Troops were put under the command of British officers.

IV. That the expense of the Company's temporary brigade increased in the same year (the year of 1779) upwards of 80,000*l.* sterling above the estimate, and the expense of the country troops under British officers in the same period increased upwards of 40,000*l.* sterling; and in addition to the aforesaid ruinous expenses, a large civil establishment was gradually, secretly, and without any authority from the Court of Directors, or record in the books of the Council-General concerning the same, formed for the Resident, and another under Mr. Wombwell, an agent for the Company; as also several pensions and allowances, in the same secret and clandestine manner, were charged on the revenues of the said Nabob for the benefit of British subjects, besides large occasional gifts to persons in the Company's service.

V. That in the month of November, 1779, the said Nabob did represent to Mr. Purling, the Company's Resident aforesaid, the distressed state of his revenues in the following terms. "During three years past, the expense occasioned by the troops in brigade, and others commanded by European officers, has much distressed the support of my household, insomuch that the allowances made to the seraglio and children of the deceased Nabob have been reduced to *one fourth* of what it had been, upon which they have subsisted in a very distressed manner for two years past. The attendants, writers, and servants, &c., of my court, have received no pay for two years past; and there is at present no part of the country that can be allotted to the payment of my father's private creditors, whose applications are daily pressing upon me. All these difficulties I have for these three years past struggled through, and found this consolation therein, that it was complying with the pleasure of the Honorable Company, and in the hope that the Supreme Council would make inquiry from impartial persons into my distressed situation; but I am now forced to a representation. From the *great increase of expense*, the revenues were necessarily farmed out *at a high rate*; and deficiencies followed yearly. The country and cultivation is abandoned; and this year in particular, from the excessive drought, deductions of many lacs" (stated by the Resident, in his letter to the board of the 13th of the month following, to amount to twenty-five lac, or 250,000*l.* sterling) "have been allowed the farmers, who

were still left unsatisfied. I have received but just sufficient to support my absolute necessities, the revenues being deficient to the amount of fifteen lac [150,000*l.* sterling], and for this reason many of the old chieftains with their troops, and the useful attendants of the court, were forced to leave it, and there is now only a few foot and horse for the collection of my revenues; and should the zemindars be refractory, there is not left a sufficient number to reduce them to obedience." And the said Nabob did therefore pray that the assignments for the new brigade, the corps of horse, and the other detached bodies of the Company's troops might not be required from him: alleging, "that the former was not only quite useless to his government, but, moreover, the cause of much loss, both in the revenues and customs; and that the detached bodies of troops under their European officers brought nothing but confusion into the affairs of his government, and were entirely their own masters."

VI. That it appears that the said Nabob was not bound by any treaty to the maintenance, without his consent, *even of the old brigade*,—the Court of Directors having, in their letter of the 15th December, 1775, approved of keeping the same in his service, "*provided it was done with the free consent of the Subah, and by no means without it.*" And the *new brigade* and temporary corps were raised on the express condition, that the expense thereof should be charged on the Nabob only "*for so long a time as he should require the corps for his service.*" And the Court of Directors express to the Governor-General and Council their sense of the said agreement in the following terms: "But if you intend to exert your influence first to induce the Vizier to acquiesce in your proposal, and afterwards *to compel him to keep the troops in his pay during your pleasure, your intents are unjust; and a correspondent conduct would reflect great dishonor on the Company.*"

VII. That, in answer to the decent and humble representation aforesaid of the Nabob of Oude, the allegations of which, so far as they relate to the distressed state of the Nabob's finances, and his total inability to discharge the demands made on him, were confirmed by the testimony of the English Resident at Oude, and which the said Hastings did not deny in the whole or in any part thereof, he, the said Warren Hastings, did, on pretence of certain political dangers, declare the relief desired to be "without hesitation *totally inadmissible,*" and did falsely and maliciously insinuate, "that the *tone* in which the demands of the Nabob were asserted, and the season in which they were made, did give cause for *the most alarming suspicions.*" And the said Warren Hastings did, in a letter to the Nabob aforesaid, written in haughty and insolent language, and without taking any notice of the distresses of the said Nabob, alleged and verified as before recited, "require and insist upon your [the Nabob's] granting *tuncaws* [assignments] for the full amount of their [the Company's] demands upon you for the current year, and on your reserving funds sufficient to answer them, *even should the deficiencies of your revenues compel you to leave your own troops unprovided for, or to disband a part of them to enable you to effect it.*"

VIII. That, in a letter written at the same time to the Resident, Purling, and intended for his directions in enforcing on the Nabob the unjust demands aforesaid, the said Warren Hastings hath asserted, in direct contradiction to the treaties subsisting between the said Nabob and the Company, "that he [the Nabob] stands engaged to our government to maintain the English armies which at his own request have been formed for the protection of his dominions, and *that it is our part, and not his, to judge and determine in what manner and at what time these shall be reduced and withdrawn.*" And in a Minute of Consultation, when the aforesaid measure was proposed by the said Hastings to the Supreme Council, he did affirm and maintain that the troops aforesaid "had now no *separate* or distinct existence from ours, and may be properly said to consist of our *whole* military establishment, with the exception only of our European infantry; and that they could not be withdrawn without imposing on the Company *the additional burden of them,* or disbanding nine battalions of disciplined sepoy and three regiments of horse."

IX. That in the Minute of Consultation aforesaid, he, the said Warren Hastings, hath further, in justification of the violent and arbitrary proceedings aforesaid, asserted, "that the arrangement of measures between the British government and their allies, the native powers of India, must, in case

of disagreement about the necessity thereof, *be decided by the strongest*"; and hath thereby advanced a dangerous and most indecently expressed position, subversive of the rights of allies, and tending to breed war and confusion, instead of cordiality and coöperation amongst them, and to destroy all confidence of the princes of India in the faith and justice of the English nation. And the said Hastings, having further, in the minute aforesaid, presumed to threaten to "bring to punishment, if my influence" (his, the said Hastings's, influence) "can produce that effect, *those incendiaries* who have endeavored to make themselves the instruments of division between us," hath, as far as in him lay, obstructed the performance of one of the most essential duties of a prince engaged in an unequal alliance with a presiding state,—that of representing the grievances of his subjects to that more powerful state by whose acts they suffer: leaving thereby the governing power in total ignorance of the effects of its own measures, and to the oppressed people no other choice than the alternative of an unqualified submission, or a resistance productive of consequences more fatal.

X. That, all relief being denied to the Nabob, in the manner and on the grounds aforesaid, the demands of the Company on the said Nabob in the year following, that is to say, in the year 1780, did amount to the enormous sum of 1,400,000*l.* sterling, and the distress of the province did rapidly increase.

XI. That the Nabob, on the 24th of February of the same year, did again write to the Governor-General, the said Warren Hastings, a letter, in which he expressed his constant friendship to the Company, and his submission and obedience to their orders, and asserting that he had not troubled them with any of his difficulties, trusting they would learn them from other quarters, and that he should be relieved by their friendship. "But," he says, "when *the knife had penetrated to the bone*, and I was surrounded with such heavy distresses that I could no longer live in expectations, I then wrote an account of my difficulties. The answer I have received to it is such that it has given me inexpressible grief and affliction. I never had the least idea or expectation from you and the Council that you would have given your orders in *so afflicting a manner, in which you never before wrote, and I could never have imagined*. I have delivered up all my *private* papers to him [the Resident], that, after examining my receipts and expenses, he may take whatever remains. That, as I know it to be my duty to satisfy you [the Company and Council], I have not failed to obey in any instance; but requested of him that it might be done so as not to distress me in my *necessary* expenses. There being no other funds but those for the expenses of my *mutseddies* [clerks and accountants], household expenses, and servants, &c., he demanded these in such a manner, that, being remediless, I was obliged to comply with what he required. He has accordingly stopped *the pensions of my old servants for thirty years, whether sepoy[soldiers], mutseddies [secretaries and accountants], or household servants, and the expenses of my family and kitchen, together with the jaghires of my grandmother, mother, and aunts, and of my brothers and dependants, which were for their support*."

XII. That, in answer to the letter aforesaid, the Resident received from the said Warren Hastings and Council an order to persevere in the demand to its fullest extent,—that is to say, to the amount of 1,400,000*l.* sterling.

XIII. That on the 15th of May the Nabob replied, complaining in an humble and suppliant manner of his distressed situation: that he had at first opposed the assigning to the use of the Company the estates of his mother, of his grandmother, of one of his uncles, and of the sons of another, but that, in obedience to the injunctions of the gentlemen of the Council, it had been done, to the amount, on the whole, of 80,000*l.* sterling a year, or thereabouts; that whatever effects were in the country, with even his table, his animals, and the salaries of his servants, were granted in assignments; that, besides these, if they were resolved again to compel him to give up the estates of his parents and relations, which were granted them for their maintenance, they were at the Company's disposal; saying, "If the Council have directed you to attach them, do it: in the country no further sources remain. I have no means; for I have not a subsistence.—How long shall I dwell upon my misfortunes?"

XIV. That the truth of the said remonstrances was not disputed, nor the *tone* in which they were written complained of, the same being submissive, and even abject, though the cause (his distresses) was by the said Hastings, in a great degree, and in terms the most offensive, attributed to the Nabob himself; but no relief was given, and the same unwarrantable establishments, maintained at the same ruinous expense, were kept up.

XV. That the said Warren Hastings, having considered as incendiaries those who advised the remonstrances aforesaid, and, to prevent the same in future, having denounced vengeance on those concerned therein, did, for the purpose of keeping in his own power all representations of the state of the court and country aforesaid, and to subject both the one and the other to his own arbitrary will, and to draw to himself and to his creatures the management of the Nabob's revenues, in defiance of the orders of the Court of Directors, a second time recall Mr. Bristow, the Company's Resident, from the court of Oude,—having once before recalled him, as the said Directors express themselves, "without the shadow of a charge being exhibited against him," and having, on the occasion and time now stated, produced no specific charge against the said Resident; and he, the said Hastings, did appoint Nathaniel Middleton, Esquire, to succeed him,—it being his declared principle, that he must have a person of *his own* confidence in that situation.

XVI. That the said Warren Hastings, after he had refused all relief to the distresses of the Nabob in the manner aforesaid, and had described those who advised the representation of the grievances of Oude as *incendiaries*, did himself, in a minute of the 21st May, 1781, describe that province "as fallen into a state of great disorder and confusion, and its resources in an extraordinary degree diminished,"—and did state, that his presence in the said province was requested by the Nabob, and that, unless some effectual measures were taken for his relief, he [the Nabob] must be under the necessity of leaving his country, and coming down to Calcutta, to represent the situation of his government. And Mr. Wheler did declare that the Governor-General's representation of the state of that province "was but too well founded, and was convinced that it would require his utmost abilities and powers, applied and exercised on the spot, to restore it to its former good order and affluence."

XVII. That the said Warren Hastings, in consequence of the minute aforesaid, did grant to himself, and did procure the consent of his only colleague, Edward Wheler, Esquire, to a commission or delegation, with powers "to assist the Nabob Vizier in forming such regulations as may be necessary for the peace and good order of his government, the improvement of his revenue, and the adjustment of the mutual concerns subsisting between him and the Company." And in the said commission or delegation he, the said Warren Hastings, did cause to be inserted certain powers and provisions of a new and dangerous nature: that is to say, reciting the business before mentioned, he did convey to himself "such authority to enforce the same *as the Governor-General and Council might or could exercise on occasions in which they could be warranted to exercise the same*, and to form and conclude such several engagements or treaties with the Nabob Vizier, the government of Berar, and with any chiefs or powers of Hindostan, as *he should judge expedient and necessary*." Towards the conclusion of the act or instrument aforesaid are the words following, viz.: "It is hereby declared, that all such acts, and all such engagements or treaties aforesaid, shall be binding on the Governor-General and Council in the same manner, *and as effectually, as if they had been done and passed by the specific and immediate concurrence and actual junction of the Governor-General and Council, in council assembled*." And the said powers were, by the said Warren Hastings, given by himself and the said Wheler, under the seal of the Company, on the 3d July, 1781.

XVIII. That the said commission, delegating to him, the said Warren Hastings, the whole functions of the Council, is destructive to the constitution thereof, and is contrary to the Company's standing orders, and is illegal.

XIX. That, in virtue of those powers, and the illegal delegation aforesaid, the said Warren Hastings, after he had finished his business at Benares, did procure a meeting with the Nabob of Oude at a place called Chunar, upon the confines of the country of Benares, and did there enter

into a treaty, or pretended treaty, with the said Nabob; one part of which the said Warren Hastings did pretend was drawn up from a series of requisitions presented to him by the Nabob, but which requisitions, or any copy thereof, or of any other material document relative thereto, he did not at the time transmit to the Presidency,—the said Warren Hastings informing Mr. Wheler, that the Resident, Middleton, had taken the *authentic* papers relative to this transaction with him to Lucknow: and it does not appear that the said Warren Hastings did ever reclaim the said papers, in order to record them at the Presidency, to be transmitted to the Court of Directors, as it was his duty to do.

XX. That the purport of certain articles of the said treaty, on the part of the Company, was, that, in consideration of the Nabob's *inability* (which inability the preamble of the treaty asserts to have been "repeatedly and urgently represented") to support the expenses of the temporary brigade, and of three regiments of cavalry, and also of the British officers with their battalions, and of *other* gentlemen who were then paid by him, the several corps aforesaid, and the other gentlemen, (with the exception of the Resident's office *then on the Nabob's list*, and a regiment of sepoy for the Resident's guard,) should, after a term of two and a half months, be no longer at his, the Nabob's, charge: "the true meaning of this being, that no more troops than one brigade, and the pay and allowances of a regiment of sepoy," (as aforesaid, to the Resident,) amounting in the whole to 342,000*l.* a year, should be paid by the Nabob; and that *no officers, troops, or others, should be put upon the Nabob's establishment*, exclusive of those in the said treaty stipulated.

XXI. That the said Warren Hastings did defend and justify the said articles, in which the troops aforesaid were to be removed from the Nabob's establishment, by declaring as follows. "That the *actual* disbursements to those troops had fallen upon *our own funds*, and that *we* support a body of troops, established *solely* for the defence of the Nabob's possessions, *at our own expense*. It is true, we charge the Nabob with this expense; but the large balance already due from him shows too justly the little prospect there was of disengaging ourselves from *a burden* which was daily adding to *our* distresses and must soon become *insupportable*, although it were granted that the Nabob's debt, then suffered to accumulate, *might at some future period be liquidated*, and that this measure would substantially effect an instant relief to the pecuniary distresses of the Company."

XXII. That Nathaniel Middleton, the Resident, did also declare that he would at all times testify, "that, upon the plan of the foregoing years, the receipts from the Nabob were only *a deception*, and *not an advantage*, but *an injury* to the Company," and "that a remission to the Nabob of this *insufferable burden* was *a profit* to the Company." And the said Hastings did assert that the force of the Company was not lessened by withdrawing the temporary troops; although, when it suited the purpose of the said Hastings, in denying just relief to the distresses of the said Nabob of Oude, he had not scrupled to assert the direct contrary of the positions by him maintained in justification of the treaty of Chunar, —having in his minute aforesaid, of the 15th of December, 1779, asserted, "that these troops" (the troops maintained by the Nabob of Oude) "had no *separate or distinct existence*, and may be properly said to consist of our whole military establishment, with the exception only of our European infantry, and that they could not be *withdrawn, without imposing on the Company the additional burden of their expense*, or disbanding nine battalions of disciplined sepoy and three regiments of horse."

XXIII. That he, the said Warren Hastings, in justification of his agreement to withdraw the troops aforesaid from the territories and pay of the Nabob of Oude, did further declare, "that he had been too much accustomed to the tales of hostile preparation and impending invasions, against all the evidence of political probability, to regard them as any other than phantoms raised for the purpose of perpetuating or multiplying commands," and he did trust "all ideas of danger from the neighboring powers were altogether visionary; and that, even if they had been better founded, this mode of anticipating possible evils would be more mischievous than anything they had reason to apprehend," and that the internal state of the Nabob's dominions did not require the continuance of the said troops; and that the Nabob, "*whose concern it was, and not ours*" did affirm the same, —notwithstanding he, the said Hastings, had before, in answer to the humble supplications of the

Nabob, asserted, that "*it was our part, and not his*, to judge and determine in what manner and at what time they should be reduced or withdrawn."

XXIV. That the said Warren Hastings, in support of his measure of withdrawing the said brigade and other troops, did also represent, that "the remote stations of those troops, placing the commanding officers beyond the notice and control of the board, afforded too much opportunity and temptation for unwarrantable emoluments, and excited the *contagion of peculation and rapacity throughout the whole army*, and, as an instance thereof, that a court-martial, composed of officers of rank and respectable characters, unanimously and honorably, 'most honorably,' acquitted an officer upon an acknowledged fact which in times of stricter discipline would have been deemed a crime deserving the severest punishment."

XXV. That the said Warren Hastings, having in the letter aforesaid contradicted all the grounds and reasons by him assigned for keeping up the aforesaid establishment, and having declared his own conviction that the whole was a fallacy and imposition, and a detriment to the Company instead of a benefit, circumstances (if they are true) which he might and ought to have well known, was guilty of an high crime and misdemeanor in carrying on the imposture and delusion aforesaid, and in continuing an insupportable burden and grievance upon the Nabob for several years, without attending to his repeated supplications to be relieved therefrom, to the utter ruin of his country, and to the destruction of the discipline of the British troops, by diffusing among them a general spirit of peculation; and the said Hastings hath committed a grievous offence in upholding the same pernicious system, until, by his own confession and declaration, in his minute of the 21st of May, 1781, "the evils had *grown* to so great an height, that exertions will be required more powerful than can be made through the delegated authority of the servants of the Company now in the province, and that he was far from sanguine in his expectations that *even his own endeavors would be attended with much success*."

XXVI. That, at the time of making the said treaty, and at the time when, under color of the distress of the Nabob of Oude, and the failure of all other means for his relief, he, the said Hastings, broke the Company's faith with the parents of the Nabob, and first encouraged and afterwards compelled him to despoil them of their landed estates, money, jewels, and household goods, and while the said Nabob continued heavily in debt to the Company, he, the said Warren Hastings, did, "*without hesitation*," accept of and receive from the Nabob of Oude and his ministers (who are notoriously known to be not only under his influence, but under his absolute command) a bribe, or unlawful gift or present, of one hundred thousand pounds sterling, and upwards. That, even if the said pretended gift could be supposed to be voluntary, it was contrary to the express provision of the Regulating Act of the 13th year of his Majesty's reign, prohibiting the receipt of all presents upon any pretence whatsoever, and contrary to his own sense of the true intent and meaning of the said act, declared upon a similar, but not so strong a case,—that is, where the service done, and the present offered in return for it, had taken place before the promulgation of the above laws in India: on that occasion he declared, "that the exclusion by an act of Parliament *admitted of no abatement or evasion*, wherever its authority extended."

XXVII. That the said Warren Hastings, confiding in an interest which he supposed himself to have formed in the East India House, did endeavor to prevail on the Court of Directors to violate the said act, and to suffer him to appropriate the money so illegally accepted by him to his own profit, as a reward for his services.

XXVIII. That the said Warren Hastings has since declared to the Court of Directors, that, when *fortune threw a sum in his way* (meaning the sum of money above mentioned) *of a magnitude which could not be concealed, he chose to apprise his employers of it*:¹⁵ thereby confessing, that, but for the magnitude of the same rendering it difficult to be concealed, he never would have discovered it to them. And the said unlawful present being received at the time when, for reasons directly

¹⁵ See his letter of the 11th July, 1785, at the end of the Charges

contradictory of all his former recorded declarations, he did agree to remove the aforesaid troops from the Nabob's dominions, and to recall the pensioners aforesaid, it must be presumed that he did not agree to give the relief (which he had before so obstinately refused) upon the grounds and motives of justice, policy, or humanity, but in consideration of the sum of money aforesaid, which, in a time of such extreme distress in the Nabob's affairs, could not be rationally given, except for those and other concessions stipulated for in the said treaty, but which had on former occasions been refused.

XXIX. That, notwithstanding his, the said Warren Hastings's, receipt of the present of one hundred thousand pounds, as aforesaid, he did violate every one of the stipulations in the said treaty contained, and particularly he did continue in the country, and in the service of the Nabob of Oude, those troops which he had so recently stipulated to withdraw from his country and to take from his establishment: for, upon the 24th of December following, he did order the temporary brigade, making ten battalions of five hundred men each, to be again put on the Vizier's list,—although he had recently informed the Court of Directors, through Edward Wheler, Esquire, that any benefit to be derived from the Nabob's paying that brigade was *a fallacy and a deception*, and that the same was *a charge* upon the Company, and not *an alleviation of its distresses*, as well as *an insupportable burden* to the Nabob: thus having, within a short space of time, twice contradicted himself, both in declaration and in conduct.

XXX. That this measure, in direct violation of a treaty of not three months' duration, was so injudicious, that, in the opinion of the Assistant Resident, Johnson, "nothing less than blows could effect it": he, the said Resident, further adding, "that the Nabob was not even able to pay off the arrears still due to it [the new brigade]; and that the troops being *all* in arrears, and no possibility of present payment, so large a body assembled here [viz., at Lucknow] without any means to check and control them, nothing but disorder could follow. As one proof that the Nabob is as badly off for funds as we are, I may inform you that his cavalry rose this day upon him, and went all armed to the palace, to demand from thirteen to eighteen months' arrears, and were with great difficulty persuaded to retire, which was probably more effected by a body of troops getting under arms to go against them than any other consideration." But the letter of Warren Hastings, Esquire, of the 24th of December, giving the above orders for the infraction of the treaty, and to which the letter from whence the foregoing extracts are taken is an answer, doth not appear, any otherwise than as the same is recited in the said answer.

XXXI. That, notwithstanding the disorders and deficiencies in the revenue aforesaid had continued and increased, and that three very large balances had accumulated, the said Warren Hastings did cause the Treasury accounts at Calcutta to be examined and scrutinized, and an account of another arrear, composed of various articles, pretended to have accumulated during seven years previous to the year 1779, (the articles composing which, if they had been just, ought to have been charged at the times they severally became due,) was sent to the Resident, and payment thereof demanded, to the amount of 260,000*l.* sterling; which unexpected demand, in so distressed a situation, did not a little embarrass the Nabob. But whilst he and his ministers were examining into the said unexpected demand, another, and fifth balance, made up of similar forgotten articles, was demanded, to the amount of 140,000*l.* sterling more. Which said two last demands did so terrify and confound the Nabob and his ministers, that they declared that the Resident "might at once take the country, since justice was out of the question."

XXXII. That the said Hastings, in order to add to the confusion, perplexity, and distress of the Nabob's affairs, did send to his court (in which he had already a Resident and Assistant Resident) two secret agents, Major Palmer and Major Davy, and did instruct Major Palmer to make a variety of new claims, one of a loan to the Company of 600,000*l.* sterling, although he well knew the Nabob was himself heavily in arrear to the Company, and was utterly unable to discharge the same, as well as in arrear to his own troops, and to many individuals, and that he borrowed (when he could at all borrow) at an interest of near thirty per cent. To this demand was added a new bribe, or unlawful present, to

himself, to the amount of 100,000*l.* sterling, which he did not refuse as unlawful and of evil example, but as *indelicate* in the Nabob's present situation,—and did, as if the same was his own property, presume to dispose of it, and to desire the transfer of it, as of his own bounty, to the Company, his masters. To this second demand he, the said Hastings, added a third demand of 120,000*l.* sterling, for four additional regiments on the Nabob's list, after he had solemnly engaged to take off the ten with which it had been burdened: the whole of the claims through his private agent aforesaid making the sum of 820,000*l.* sterling.

XXXIII. That the demands, claims, &c., made by the said Warren Hastings upon the government of Oude in that year amounted to the enormous sum of 2,530,000*l.* sterling; which joined to the arrears to troops, and some internal failures, amounting to 255,000*l.* sterling more, the whole charge arose to 2,785,000*l.* sterling, which was considerably more than double the net produce of the Nabob's revenue,—the same only amounting to 1,450,000*l.* "nominal revenue, never completely realized."

XXXIV. That, towards providing for these extravagant demands, he, the said Warren Hastings, did direct and authorize another breach of the public faith given in the treaty of Chunar. For whereas, by the second article of the treaty aforesaid, it was left to the Nabob's discretion whether or not he should resume the landed estates, called jaghires, within his dominions, and notwithstanding the said Hastings, in defence of the said article, did declare that the Nabob should be left to the exercise of his own authority and pleasure respecting them, yet he, the said Hastings, did authorize a violent compulsion to be used towards the said Nabob for accomplishing an universal confiscation of that species of landed property; and in so doing he did also compel the Nabob to break his faith with all the landholders of that description, not only in violating the assurance of his own original grants, but his assurance recently given, when, being pressed by the Company, he, the Nabob, had made a temporary seizure of the profits of the lands aforesaid, in the manner of a compulsory loan, for the repayment of which he gave his bonds and obligations; and although he had at the same time solemnly pledged his faith that he never would again resort to the like oppressive measure, yet he, the said Warren Hastings, did cause him to be compelled to confiscate the estates of at least sixty-seven of the principal persons of his country, comprehending therein his own nearest relations and the ancient friends and dependants of his family: the annual value of the said estates thus confiscated amounting to 435,000*l.* sterling, or thereabouts, upon an old valuation, but stated by the Resident, Middleton, as being found to yield considerably more.

XXXV. That the violent and unjust measure aforesaid, subversive of property, utterly destructive of several ancient and considerable families, and most dishonorable to the British government, did produce an universal discontent and the greatest confusion throughout the whole country,—the said confiscated lands being on this occasion put to rack-rents, and the people grievously oppressed: and to prevent a possibility of redress, at least for a considerable time, the said confiscated estates were mortgaged (it appearing otherwise impracticable to make an approach towards satisfying the exorbitant demands of the said Hastings) for a great sum to certain usurious bankers or money-dealers at Benares.

XXXVI. That, besides these enormous demands, which were in part made for the support of several corps of troops under British officers which by the treaty of Chunar ought to have been removed, very large extra charges not belonging to the military list of the said Nabob, and several civil charges and pensions, were continued, and others newly put on since the treaty of Chunar, namely, an allowance to Sir Eyre Coote of 15,554 rupees per month, (being upwards of 18,664*l.* sterling a year,) and an allowance to Trevor Wheler, Esquire, of 5,000 rupees per month (or 6,000*l.* sterling and upwards a year); and the whole of the settled charges, not of a military nature, to British subjects, did amount to little less than 140,000*l.* yearly, and, if other allowances not included in the estimate were added, would greatly exceed that sum, besides much more which may justly be suspected to have been paid, no part whereof had at that time been brought forward to any public account.

XXXVII. That the commander of one of these corps, of whose burden the said Nabob did complain, was Lieutenant-Colonel Alexander Hannay, who did farm the revenues of certain districts called Baraitch and Goruckpore, which the said Hastings, in the ninth article of his instructions to Mr. Bristow, did estimate at twenty-three lacs of rupees, or 230,000*l.*, per annum: but under his, the said Hannay's, management, the collections did very greatly decline; complaints were made that the countries aforesaid were harassed and oppressed, and the same did fall into confusion, and at last the inhabitants broke out into a general rebellion.

XXXVIII. That the far greater part of the said heavy list was authorized or ordered by him, the said Warren Hastings, for the purpose of extending his own corrupt influence: for it doth appear, that, at the time when he did pretend, in conformity to the treaty of Chunar aforesaid, to remove the Company's servants, "*civil and military*, from the court and service of the Vizier," he did assert that he thereby did "*diminish his own influence*, as well as that of his colleagues, by narrowing the line of *patronage*"; which proves that the offices, pensions, and other emoluments aforesaid, in Oude, were of *his patronage*, as his patronage could not be diminished by taking away the said offices, &c., unless the same had been substantially of his gift. And he did, at the time of the pretended reformation aforesaid, express both his knowledge of the existence of the said excessive and abusive establishments, and his sense of his duty in taking them away: for in agreeing to the article in the treaty of Chunar for abolishing the said establishments, he did declare himself "actuated solely by motives of *justice* to the Nabob, and a regard to *the honor of our national character*"; and, according to his own representation, the said servants of the Company, civil and military, "by their numbers, their influence, and the *enormous amount* of their salaries, pensions, and emoluments, were an *intolerable burden* on the revenues and authority of the Vizier, and exposed us to *the envy and resentment of the whole country*, by excluding the native servants and adherents of the Vizier from the rewards of their services and attachment."

XXXIX. That the revenue of the country being anticipated, mortgaged, and dilapidated, by the counsel, concurrence, connivance, and influence, and often by the direct order of the said Warren Hastings, the whole civil government, magistracy, and administration of justice gradually declined and at length totally ceased through the whole of the vast provinces which compose the territory of Oude, and no power was visible therein but that of the farmers of the revenue, attended by bodies of troops to enforce the collections; insomuch that robberies, assassinations, and acts of every description of outrage and violence were perpetrated with impunity,—and even in the capital city of Lucknow, the seat of the sovereign power, there was no court of justice whatever to take cognizance of such offences.

XL. That the said Warren Hastings, when he did interfere in the government of Oude, was obliged by his duty to interfere for the good purposes of government, and not merely for the purpose of extorting money therefrom and enriching his own dependants,—which latter purpose alone he did effect, in the manner before mentioned, but not one of the former. For the said Hastings, having procured the extraordinary powers given by and to himself by his delegation of the 3d of July, 1781, did declare the same to be for the purpose, among many others, "of assisting the Nabob Vizier in forming such regulations as may be necessary for the peace and good order of his government and the improvement of his revenue." And in consequence of the said powers, the said Warren Hastings did, in the treaty of Chunar, obtain an article from the Nabob by which the said Nabob did promise to attend to his advice in the reformation of his civil administration; and he did give certain instructions to the Resident, Middleton, to which he did require him to yield *the most implicit obedience*

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