



Ex Libris

K.K. Venugopal

*At Court-biren in the High
College Row, London*

A D D R E S S

T O T H E

C O U R T O F P R O P R I E T O R S

O F

E A S T - I N D I A S T O C K .

B Y

J A M E S I N G L I S H K E I G H L Y .



B A T H :

P R I N T E D B Y R . C R U T T W E L L .

M D C C X C I I .

1392

David Baron Mather,
1 College Row, Cambridge

T O T H E
COURT OF PROPRIETORS
O F
EAST-INDIA STOCK.

THE reluctance I feel in addressing The Court of Proprietors of East-India Stock, complaining of the conduct of those whom they have delegated to manage their affairs, as well as the particularly unpleasant alternative that is left me, is far beyond my descriptive powers; nor should I intrude myself upon their attention, but for the purpose of stating those facts which are as unjust and injurious to me, both as your servant, and a subject of the same empire, as they must be contradictory to your wishes or your interest, when extended (when it must be) to considerations far beyond me as an individual. It may perhaps appear very extraordinary, that the person complain-

ing to you, in consequence of the most cruel persecution, was appointed a writer in your service in September 1763; and proceeding in the first Bengal ship, only returned to England in August 1789, without having once quitted the duties of his station; that he regularly rose in your service to the first stations in it; and that he was never promoted from an inferior to superior office, but in consequence of the recommendation of those under whom he acted; that he has been repeatedly thanked, and once indeed by the Court of Directors themselves, for his particular attention and abilities as a Collector in the Behar Province; and that notwithstanding all these circumstances, he has been persecuted and dismissed, without attending to the terms of the existing covenants; and that to calumniate his character, the most base and wanton falsehoods have been advanced. It is humbly presumed, that in delegating twenty-four of your body, you did not mean that they should assert an authority in violation of the most sacred engagements, in violation of every commercial principle, or in violation of those rights inherent in your servants as subjects of the realm; or that in attending to your benefits, and the protection of your rights, they were not to lose sight of those which were due to your servants: On the other hand, it is not to be doubted,

doubted, but that they should attend to all representations which might serve to point out any frauds; but in such cases not to pass judgment and punish before conviction, nor practice the cavils of the law, at the expence of the purse of the proprietors; or advance untruths injurious to the character of the individual, to cover their iniquitous decisions. This is my unfortunate situation, and which I shall take the liberty to state more fully, after observing for your information, that in January 1787 I was officially written to by the Governor-General in Council, that the Court of Directors had ordered a Bill in Chancery to be filed against me, to compel me to account with them for the profits or benefits which I had received as a contractor for providing raw silk at the Beaulcah factory, and which contracts were entered into with your Board of Trade at Calcutta, legally appointed and authorized to manage your commercial affairs upon that establishment; as will appear from the fourth paragraph of your orders, dated 29 March 1774, appointing your Eleven Senior Servants a Board of Trade, viz. “ For managing, conducting, and
 “ transacting our trade and commerce in Bengal,
 “ Behar, and Orissa. And we hereby empower
 “ our Board of Trade to appoint subordinate officers and agents under them from amongst our

“covenanted servants only, and to suspend or
 “remove any such officers or agents, when they
 “shall find it necessary for our interest so to do.”

From these powers of the above date, the Board of Trade justly considered themselves authorized to act; and in May 1775, upon taking into consideration the most beneficial mode of settling the investment of 1775-6, and particularly the raw silk investment, they found it had been provided by agents, and from which very large balances remained due to the Company, and which were mostly deemed irrecoverable; they therefore very wisely determined upon contracting for this part of their investment, and by which the contractor was made responsible for the whole amount of his contract, all out standing balances becoming his loss; the reasons being very fully entered upon the proceedings of the Board of Trade, and proving upon experience very beneficial to the Company, was continued with the tacit, and, I believe, written approbation of the Court of Directors, for they annually received not only a particular account of these contracts, but the names of the contractors, and of which they never disapproved, but practise in some instances at this day. They charge me with acting collusively with the Board of Trade to obtain these contracts, when they must know the
 charge

charge untrue, from the manner in which it originated; they know that they have not, or cannot have a proof of so shameful a charge, or why not produce it? For had such proof existed, whence the filing a bill of discovery, when a much shorter and more just mode of obtaining justice was within their power? But unfounded charges fly to the mean subterfuges of the law, not to the noble and just principles of its institution. The delay of justice is injustice: for what individual can stand against the purse of the publick, and pursue a body corporate through all the cavils and subtilties of the law? And in support of this assertion it might be worthy the attention of the Company to call for a particular account of the suits instituted or bills filed by the orders of the Court of Directors; the expences attending such prosecutions, the decisions past upon those that are closed, and the situation of those not yet brought to issue, which may discover scenes of persecution, from the delay and prolongation of a suit, to the ruin of the individual, without benefit or credit to the Company. Under these circumstances, the reputation of an individual is in their minds of very little consideration. Are men to be deprived of their inherent rights from entering into the service of the Company, and deprived of their very existence in society with impunity?

Are they to be disgraced and stigmatized, upon the information of a vile wretch without any proof, or any one fact to establish the charge? And under such circumstances, are the Court of Directors to be supported with the purse of the publick? Are they to use the names of their constituents to cover their unwarrantable proceedings; and to preclude individuals, by the extent of their pecuniary official resources, from the possibility of obtaining justice? Let me hope, indeed I am convinced, you will adopt some mode to prevent a continuation of these unjust practices, and place your servants within the reach of that resource, which their attention and exertions in your service must entitle them to.

Under these charges, my first consideration was to obtain every information in my power, and collect every material possible both upon a principle of justice to my own honour, and to satisfy the minds of the Court of Directors; for from the certainty of the legality of my contracts with the Board, and having obtained receipts and marked commendations for my conduct in compleating my Beaulcah contracts, I had finally adjusted all my private accounts of that nature, and destroyed every paper that could lead to an elucidation, or enable me to answer the calumny then before me. Having effected this to the best of my power, I drew out
a statement

a statement of facts (from these materials) attended with the different proofs in support of my assertions, and inclosed them in an address to Lord Cornwallis, dated June 1787, (Appendix. No. 1.) It is to be presumed, that no one would have thus come forward without being fully satisfied of the uprightness of his conduct; yet although this letter was transmitted to England, I found, upon my return from India, that I had been stigmatized for delay and procrastination; the Court of Directors precluded Lord Cornwallis from the possibility of immediate investigation, and from the nature of their orders, forced it into a court of law, and then reprobate my character for the mode in which my lawyers thought it adviseable to defend their client against so base a calumny; but I trust, notwithstanding this cruel and marked attack upon my honour, it will stand the test of minute examination, and ultimately appear without blemish. Lord Cornwallis having thanked me for my candour, and the confidence I had reposed in him, declared the impossibility of averting the law proceedings, as the orders of the Court of Directors were peremptory; I had therefore no alternative but to wait the filing of the bill, and, giving my lawyers a full answer to every part of it that came within my knowledge, left the mode to their better judgment; the bill

was

was in part answered, and in part pleaded to; the plea being over-ruled, was appealed to the King in council. Pending this business, I had applied for leave to return to England, more particularly on account of my health, to ascertain which I inclosed the certificates of the Company's principal surgeons, who declared I had little chance to survive a year, unless I left India. I was not only refused, but, to secure my stay, a *ne exeat* was issued to give bail for my personal appearance to the amount of one million of current rupees. I repeated my application for leave to repair to England, giving most ample security, and which in a similar situation had been granted to Mr. Henchman; but if we are to judge from actions, I was to be the victim, and my life to be sacrificed to most extravagant persecution.

Having a contract with the Board of Trade for the providing raw silk and silk piece-goods at the factory of Cossimbuzar, they demanded from me (as a balance due to them) one hundred thousand current rupees. However unjust I considered this demand, the decision could neither rest with me or them, for by a clause in the contract it was expressly stipulated, that all differences, should any arise, were to be determined by arbitration, and to which I appealed. The Board of Trade refused
my

my requisition, as in like manner did the Governor General in council. It may perhaps excite both the contempt as well as the indignation of every one to hear only one of the many extraordinary arguments made use of by the Board of Trade, viz. “ This mode of arbitration proposes a certain delay without any recompence to the Company, and is not after all conclusive.” On the contrary, I have always understood that arbitration is a mode of decision more expeditious, less expensive, and more eligible and satisfactory, than the complicated processes of the law. After a length of correspondence an order was issued to institute suits against me and my securities to the amount of current rupees fifteen hundred and fifty-four thousand, to recover one hundred thousand, and that subdivided into seven different suits;—surely not to support the observation, “ That arbitration proposes a certain delay.” My address to Lord Cornwallis, of the 4th of January 1789, will however explain this transaction more fully, (Appendix No. 2.) From this, finding no relief, I appealed the whole to the consideration of the Court of Directors, where it still rests. There can be no hesitation, I apprehend, to pronounce his conduct most unparalleled, in violation of an express stipulation in the contract, in violation of all commercial faith, and of every principle of honour, justice, and rectitude.

The bill in Chancery was filed against me in the Supreme Court on the 13th of August 1787, and on the 29th I received Mr. Secretary White's letter of dismissal from the service of the Company from the 14th, (Appendix, No. 3.) This letter not having specified the reasons assigned by the Court of Directors for so strong, and indeed wanton and unjust a measure, I applied to the Governor-General in Council to have an attested extract from their orders, when I received another letter from Mr. Secretary White, under date 7 September 1787, (Appendix, No. 4.) My reasons for applying to the above effect was to confute a charge so malevolent and so ill-founded, by an immediate address to the Court of Directors, which was forwarded to them in September 1787, by the Ravensworth, (Appendix, No. 5, and 6.) I had no doubt but this address would call their attention, as it enclosed proofs to the facts I had advanced within their power of directly referring to, but unfortunately my letter was never answered, for I have reason to think it was never read. In this bill the Court of Directors have continual recourse to the covenants I signed in 1763, and those which I afterwards signed the 26th of June 1772, as binding upon me. If they are binding upon me, they must in like manner be so upon them; it may therefore be worthy
observation,

observation, how far their conduct accords with
 the terms they exact from their servants. Permit
 me to quote one of the items, " And it is hereby
 " expressly covenanted, declared, and agreed, be-
 " tween the parties to these presents, and it is the
 " true intent and meaning thereof, that in case the
 " said J. J. KEIGHLY shall make default in any of the
 " covenants herein before contained, or shall em-
 " bezzle any of the said Company's money, goods,
 " or effects, or be guilty of any breach of trust to-
 " wards the said Company, or shall be concerned in
 " buying, bartering, or selling, or disposing of any
 " artillery, ordnance, musquets, fire-arms, ammu-
 " nition or warlike stores, to or for the use of any
 " Prince, Nabob, or Country Power in India, or
 " the natives there, without the express licence of
 " the said Company, or their Court of Directors
 " for the time being, or a majority of them, or of
 " the said Company's President and Council, at the
 " respective settlement where such buying, selling,
 " or bartering shall be; or in case the said J. J.
 " KEIGHLY shall at any time during the conti-
 " nuance of these presents, without the like licence
 " and authority as aforesaid, hold correspondence
 " with any Prince, Nabob, or Country Power in
 " India, or any of their Ministers, or shall supply,
 " lend to or procure, for the use of any foreign
 " Company

“ Company trading in or to India, or any person
 “ or persons trading under the licence or authority
 “ of such foreign Company, any money at respon-
 “ dentia, or any other security, loan, or engagement
 “ whatsoever, that then, in each and every of the
 “ said cases, it shall be lawful for the said Company
 “ or their said Court of Directors for the time being,
 “ or the majority of them, or the President and
 “ Council of the respective settlement where the
 “ said J. J. KEIGHLY shall be resident or employed,
 “ and they are hereby expressly declared to have
 “ full power and authority for that purpose, to
 “ suspend or wholly dismiss the said J. J. KEIGHLY
 “ from the said Company’s service and employ-
 “ ment; the said J. J. KEIGHLY having first had
 “ notice given of such his offence or default, and
 “ a reasonable time allowed him to make his de-
 “ fence against the same, and having been convicted
 “ thereof.” Does this accord with their mode of
 dismissing me from the service of the Company?
 Surely not; for on the 13th the charges were filed,
 and the next day, the 14th of August 1787, I stood
 dismissed, which could not be a reasonable time for
 my defence, nor have I to this day been convicted.
 Is it, or can it be consistent with justice, with ho-
 nour, with reason, or with the true and established
 law of the land; or do the Court of Directors mean

to say, that the covenants attach upon their servants, and not upon them, and consequently that an obligation between them and their servants is not mutual? They may choose to think so, but our learned and just judge at the head of the Court of King's-Bench will tell them, that punishment is not to precede conviction.

In this situation, I again applied to the Governor-General in council for leave to return to England, and which, after a length of correspondence, I obtained, (and which will be very fully stated in my letter to the Committee of Law-Suits, dated the 7th of Oct. 1789) and taking my departure in the Phoenix, I landed at Plymouth in August 1789, so very ill that little hope was entertained of my recovery, and in that situation I remained for several months. The Court of Directors, however, wrote me the 27th of that month, (Appendix, No. 7,) to which I replied on the 1st of September, (Appendix No. 8,) and on the 7th of October I was supported in my bed to write them more fully, (Appendix, No. 9), and the further correspondence, Nos. 10, 11, 12, 13, and 14. After adjusting the business of the securities, my Father and Mr. Williams attended at the India-House to sign the new bonds, and by which the existing bonds that had been signed in India were to be relieved. Upon my application

application for these bonds to be given up, I was informed they were not in England; I then desired that my existing securities might be indemnified, which the Court of Directors refused to do; and indeed in every action, expression, and in writing, I had invariably said to the same effect with my letter of the 11th of February 1790, (Appendix, No. 15.) It is hardly to be credited, that, under these circumstances, the Court of Directors could have written to India to prosecute my security there, much less have ordered that prosecution for reasons (I blush to write it) that were not true, and of which an extract from their general letter to the Governor-General in council of the 4th of Dec. 1789 is in proof, (Appendix, No. 16.)

Having ultimately agreed upon commencing the suit *de novo* in England upon my recommendation, their law officers filed the bill the beginning of July 1790, and which I had promised to answer in two months; yet notwithstanding it contained six hundred sheets, I filed the answer in thirty days. It may be necessary to note in this place another instance of the foolishly persecuting mind of the Court of Directors. My grand object was not only to answer the bill fully, but that the answer should be attended with every written evidence in its support. I well knew the sense of the orders from the India-
House,

House, which I alluded to, but thinking it more respectful to address them for the paper I wanted, with the reasons for so doing, than to send a law authority to oblige them to a compliance, should it be wanted, I wrote them the 14th of July 1790, (Appendix, No. 17), but this was refused. I will not trust myself with commenting upon such conduct. From the above time they employed six months in examining that which I had written, examined, and filed, in one; when they excepted against one answer only. This I explained in the hope of saving time; but still, not satisfied, they argued the explanation before a Master in Chancery, and from that appealed to the Lord Chancellor, all of which terminated in my favour. They then resolved upon amending the bill; this amendment was immediately answered; and thus the prosecution now rests. It may be just to note in this place, that when the security bonds were sent to my solicitor for examination, he hesitated at my binding myself to answer the bill fully in two months, as in the case of illness, exception, or any accidents which might happen to prevent the performance, when “both the solicitor
 “and standing council assured him that an answer
 “so common intent would satisfy them; that it
 “was by no means their intention to be scrupulously nice about it.” Yet they excepted, argued,
 | appealed

appealed, and amended, in direct contradiction to their promise.

One reflection naturally calls my attention in this business, for I well know it has been a question, viz. “If Mr. KEIGHTLY had conducted himself justly and honourably in India, whence this persecution both there and in England?” In speaking to such a question, I fear I shall be considered an egotist; but thus called upon, I flatter myself that I shall stand excused, and be permitted to advance in vindication of that honour which was never before called in question. When I was appointed a writer I was just sixteen; before which I had been at the Havannah. A boy suddenly becoming his own master, can neither act with that steadiness or reflection which can only arise from long experience. That at my first out set in life, I was extravagant, will be naturally supposed; but I am certain no one can prove a premeditated injustice or unkindness from me. I have ever been attentive to the duties of my office, and as a private man fond of society, with, I trust, a liberal mind. To prove the assertion would be indelicate, nor can it indeed be necessary in this stage of the question. My friends have, however, often pressed me to explain, if possible, the motives for such persecution; but that might lead me into error; for insinuations are, in my mind, detestable,

as I might by such a mode do an injury to others, and implicate myself in the very sin against which I have so much reason to complain. One circumstance will, however, be fair to judge from, because (however extraordinary it may appear) I am directly charged with it in the bill, “for having solicited payment of those Company’s bonds which I had received as cash, and which had been due four years and upwards.” This heinous offence, that is set forth, arose from the following circumstance:—Finding myself at a most enormous annual expence, in paying large sums as interest for cash that I had borrowed for the Company’s use, and upon the faith of their bonds, and this expence increasing from compound interest to the ruin of my fortune, I addressed the Board of Trade, and wrote a separate letter to Sir John Macpherson, the 17th of June 1785, soliciting relief. Instead of doing me common justice, I was requested to withdraw my letter, and thus ended my application. This may have been considered as an unpardonable presumption for daring to represent my distresses, which had originated in a blind confidence upon their ideas of justice.

Perceiving no end to this mode of procedure, and that I was to be the victim to delay, I wrote the Court of Directors, under date 23d of June 1791, to the following effect:

To the HONOURABLE COURT OF DIRECTORS of
the EAST-INDIA COMPANY.

Honourable Sirs,

Although, in a former letter to your Honourable Court, I had expressed my intentions of addressing you more fully when the Bill in Chancery was filed against me, I thought, upon further consideration, it would be more just to my honour to answer the bill ere I troubled you upon several questions, which, upon a principle of justice, will call your attention. The bill was filed the beginning of July last year, and though it consisted of more than six hundred sheets of paper, I filed the answer the end of the same month; the answer remained without notice till February last, when an exception was made of about four lines. Although I could not see the justness of the exception, I gave it an answer, more from a wish to convince you I had no disguise, than an admission of its equity. Your Law Officers, however, persisted that the further answer was not sufficient; it was therefore argued before a Master in Chancery, who immediately determined the question in my favour; your Solicitor, still persisting in his first opinion, appeals the opinion of the Master to the Lord Chancellor, who confirms that decision

by

' by over-ruling the exception, and by which my
 ' answer is established as full and compleat: But
 ' understanding that you directed (upon the repre-
 ' sentation of your Law Officers) on the 12th of
 ' June, that the Bill should be amended, I thought
 ' it more just to my honour to answer it ere I made
 ' this representation; but as the law proceedings are
 ' not, I believe, submitted in full to your Court, it
 ' may be the more necessary for me to state the cir-
 ' cumstance relative to this amendment. In an-
 ' swering your bill at large, I had occasion to inform
 ' the Court that my books or accounts were of two
 ' natures; those appertaining to your concerns,
 ' and those which belonged to my private com-
 ' mercial concerns; the first of which had been
 ' delivered over by me to Mr. Collinson, my suc-
 ' cessor in office. Having likewise given in my an-
 ' swer either in the body of it, or as it exhibits several
 ' accounts, estimates and papers; the wisdom of
 ' your Law Officers chose to say, that by implica-
 ' tion I had admitted that those accounts and esti-
 ' mates were extracted from my private commer-
 ' cial books, where, as it will appear, in January
 ' 1787, when Lord Cornwallis sent me a copy of
 ' the proceedings and resolutions of the Council-
 ' General of the 17th of that month, I was with-
 ' out any papers or accounts to answer such a

' length of charges; but deeming it both just to my
 ' own honour, as well as due to you, I immediately
 ' made every enquiry, and collected every material
 ' possible to give you the most satisfactory account
 ' of my conduct in your service, and to such points
 ' as you might require, and to this effect I had the
 ' honour of addressing Lord Cornwallis in May
 ' or June 1787, and which I had the honour to in-
 ' close you. From this letter you will learn why I
 ' was enabled to answer your bill, not by extracts from
 ' any private papers, as asserted in the amendment,
 ' either then or now in my possession, but from a
 ' most earnest and laborious enquiry when in India,
 ' and which I thought necessary to bring forward
 ' in vindication of a character before unimpeached.
 ' I have been charged more than once with evasion
 ' and procrastination; I trust, however, that upon
 ' minute enquiry, neither the one nor the other was
 ' or is just; if, however, every law cavil, of no more
 ' than a few lines, is to employ so much time and
 ' expence, my waiting the event of an ultimate de-
 ' cision, can answer no other purpose than utter
 ' ruin to myself, either innocent or guilty; it be-
 ' hoves me, therefore, to bring the question to early
 ' issue, and in which, Honourable Sirs, I trust I shall
 ' have your assenting voice. I beg leave, therefore,
 ' to call your attention to those points which I
 ' conceive

' conceive grievances, not doubting but that you
 ' will give them mature consideration, to enable
 ' you to form that decision which justice may re-
 ' quire; more particularly as I trust it will appear,
 ' that throughout this scē of unparalleled perfe-
 ' cution, I have conducted myself with marked
 ' temper, and that respect which every publick body
 ' may expect. I am at the same time well aware of
 ' the delicacy necessary on my part, in stating what
 ' I conceive to have been injurious to myself, and
 ' to assure you, that however necessary it may be
 ' to state the question in strong and nervous lan-
 ' guage, I mean only to be justly descriptive, with-
 ' out the most distant intention of giving offence.
 ' In general terms, I must inform you, that my for-
 ' tune is ruined, and my character calumniated;
 ' without having committed any one sin against
 ' the covenants or your regulations, I have been
 ' branded with the most opprobrious epithets, dis-
 ' graceful to the character of a gentleman, and
 ' treated in a manner most dishonourable, viz.

' *First.* For dismissing me from the service of the
 ' Company as a covenanted servant, in violation of
 ' the terms of our mutual obligation as expressed in
 ' my covenants; in contradiction to the sense of an
 ' Act of the 13th of the present reign; and equally
 ' so against my inherent rights and the laws of our

land, that punishment is not to precede conviction. It is a notorious fact in your possession, that your orders for dismissing me the service arrived in Bengal by the Minerva, on the 14th of August 1787, and so soon after filing the bill of discovery, that my answer was not nor indeed could not be filed. The covenants which I signed in India the 26th of June 1772, expressly declare, that it may be lawful for you to suspend or dismiss me the service, after having given me the charges a reasonable time for my defence, and upon conviction. The charges in full were exhibited against me by a bill filed in the Supreme Court the 13th of August 1787; from that time to the 14th of August 1787, the date of my dismissal inclosed in Mr. Secretary Hay's letter, was not a reasonable time for answering so long a bill, nor have I to this day been convicted; indeed by inflicting punishment before conviction, you are superseding the authority vested by the legislature in the Supreme Court, for conviction in that court would be more than dismissal, as it would have rendered me incapable of ever serving the Company again. And your sentence, upon a principle of justice, was not only wrong in itself as relative to me, your covenanted servant, but was wresting justice from those to whom you had

appealed,

' appealed, and in which they were placed by the
 ' Legislature. From this dismissal and prosecution
 ' I was detained in India near two years at an
 ' immoderate expence; and although my life was in
 ' danger, I was refused permission to return in the
 ' Princess Amelia, notwithstanding that I offered
 ' enormous security, and although the same had
 ' been granted to Mr. Henchman, who was prosecuted
 ' in like manner, and to the same effect; and
 ' which is more fully stated in my address to your
 ' Committee of law-suits of the 7th of Oct. 1789.

' *Secondly.* For the reasons assigned for dismissing
 ' me the service, viz. " My conduct being so circum-
 ' stanced respecting my silk contracts, and the
 ' very bad quality of the silk I supplied, compared
 ' to that of others," as will appear by the 344th
 ' paragraph of your letter to the Governor-General
 ' in Council, dated the 27th of March 1787, and
 ' which is very fully replied to in my address to your
 ' Honourable Court, by the Ravensworth, dated
 ' September 1787, and which, to save you the
 ' trouble of reference, is annexed to this letter. In
 ' this instance you have added one more injury to
 ' the illegality of dismissing me but upon conviction,
 ' by charging me with dishonesty and unfaithfulness,
 ' as the covenanted servant of the Company; for no other
 ' meaning can be annexed to your

assigned

' assigned reasons; and, I trust it is unnecessary to
 ' insist it was not only disgraceful, but unjust, to
 ' precede conviction by the infliction of punish-
 ' ment. In this instance I have been treated dis-
 ' honourably, and my character defamed far beyond
 ' my situation in your service. Permit me to ex-
 ' amine the fact. My fortune (and which, as a pe-
 ' cuniary consideration, must fall in the comparision)
 ' being ruined from the circumstances of oppression
 ' and persecution which I have experienced, it be-
 ' came absolutely necessary to look to some other
 ' line of life, to promote not only my own views,
 ' but that of my family; but on looking to your
 ' reasons for dismissing me the service, I find that
 ' every application of the kind must fail, and that
 ' from your fiat, I must not only be precluded from
 ' every possibility of promoting myself in life, but
 ' must be pointed at as a disgraced man in every
 ' society; for it would be in vain to contend, that
 ' a body of men, who represent the first commer-
 ' cial society in the world, could pass such a sen-
 ' tence destructive of the reputation of an indivi-
 ' dual, but upon conviction, being so evidently
 ' against the known laws of the land, my inherent
 ' right as a British subject, every principle of jus-
 ' tice, and equally against an express stipulation in
 ' the mutual engagements entered into by the Com-
 ' pany and their covenanted servant.

' *Thirdly.*

Thirdly. In order to bring into one point of view the immediate and pecuniary loss I have sustained from this illegal dismissal and disgrace thrown upon my character, it will be proper to state the following circumstances:—Let me premise, that I well knew the words or meaning of the covenants upon this subject, and I could well reconcile the clause giving security to your servant upon every principle of justice; and not doubting the good faith and strict adherence to the sense of it on your part, I had no hesitation in subscribing to the very utmost in my power to relieve the distresses of that government under which I acted, and by which I trusted that I should rather recommend myself to your protection, than incur your displeasure. In the year closing the 30th of April 1781, I provided your filature raw silk investment at Beaulcah, not upon contract but as your agent; in providing this investment, I advanced considerable sums of money in cash to your native merchants, and at the close of the year a balance remained due to me of current rupees 82,000; but upon the adjusting my accounts, your Board of Trade informed me of their inability to pay me in cash, and that I must receive bonds, though they were at a discount of 15 a 20 per cent. I had no alternative but that

which

which might appear hostile to government, and
 submitted to the loss which might arise in one year,
 at which period they were made payable. For
 the next year's investment, 1781-2, I contracted
 with your Board of Trade for the whole of your
 investment to be provided at Beaulcah for five
 years at reduced prices, and for the first year I was
 to receive bonds payable in one year. In this
 transaction I calculated that I must experience a
 loss of four per cent. from borrowing cash at 12
 per cent. when you only paid me 8 per cent. and
 upon those terms I contracted. At the expira-
 tion of the year the bonds were not paid, and I
 suffered a further annual loss, in a full reliance that
 I should ultimately be indemnified; but on the
 contrary, on the 14th of August 1787, (after I
 had paid an annual loss for upwards of six years
 of four per cent. per annum with compound inte-
 rest,) I received your orders for dismissing me the
 service, and that for reasons so highly reflecting
 upon my probity, that I was arrested by the sheriff
 of Calcutta for a large sum that I had borrowed
 for your service, and upon the faith of your bonds,
 and was ultimately under the necessity of selling
 them at the discount of 18 per cent. to relieve my-
 self from the disgrace of a prison. The bonds I
 received from the Company on account of the
 Beaulcah

Beaulcah investment, 1781-2, dated 1 May 1781,
 amounted to current rupees 500,000, and upon
 account of the Surdah contract, current rupees
 80,000. Therefore, you will first calculate the
 loss upon the aforefaid three sums of four per cent.
 per annum, with the compound interest, and the
 ultimate discount at 18 per cent. and further what
 I must have gained upon a fair and moderate cal-
 culation, had the bonds been discharged as the
 faith of your government was pledged to perform.
 In addition to this, I regularly paid your servants
 from the year 1781 to February 1787, both as
 resident at Beaulcah and chief of Cossimbuzar,
 and for which I received an order upon your
 treasury, not bearing interest; these discounted
 in general at 20 per cent. and by which all my
 pay and allowances was lost by the discount; I am
 sorry to add, my ultimate reward is disgrace, dis-
 mission, and a ruined fortune.

Fourthly. For not deciding upon my letter of
 appeal of the 1st of February 1789. In this in-
 stance a large sum has been extorted from me, by
 refusing me arbitration to adjust my disputed ac-
 counts upon my contract of 1786-7, in direct
 violation of the following clause of the contract
 itself: "And lastly, it is hereby mutually declared
 and agreed, by and between the said parties to
 these

“ these presents, that in case any difference or dif-
 “ pute shall hereafter happen or arise, touching or
 “ in any wise concerning the performance and dis-
 “ charge of the covenants, conditions, and agree-
 “ ments herein before-mentioned or expressed on
 “ the part of the said United Company or the said
 “ James Inghlish Keighly, to be observed, performed,
 “ and kept, or in any wise relative thereto, then such
 “ dispute or difference shall be referred to the award
 “ and determination of two arbitrators, indifferently
 “ to be chosen by and between the said parties, and
 “ in case of difference between the said two arbi-
 “ trators, then to the umpirage of such one person
 “ as the said arbitrators shall indifferently choose for
 “ umpire; such election and choice of arbitrators,
 “ on the part of the said Company, to be made by
 “ the President and Members of the Board of
 “ Trade, or the major part of them for the time,
 “ being.” It may be worthy observation, that the
 “ contract itself was drawn out and approved by the
 “ same law officers as afterwards agreed and de-
 “ clared their opinion that it was not legally bind-
 “ ing on the Company, and must in the event of a
 “ prosecution have declared an intentional imposi-
 “ tion on the contractor, by advancing that as legal
 “ which they knew not to be so. The doctrine,
 “ however, in England is, I presume, very different;
 “ arbitration

arbitration being a mode of decision more expeditious, less expensive, and in many respects more eligible and satisfactory, than the complicated processes of the law. I flatter myself that in this instance also I have been equally patient in waiting two years for you to determine upon a question so plain and evident as to require little trouble. I have the honour to annex my letter of appeal, under date the 1st of February 1789, addressed to your Honourable Court through the Right Hon. Governor-General in council, in conformity to the form prescribed by your Honourable Court.

Fifthly. The subject of this question I am really at a loss to describe; but you will, I trust, feel for a gentleman circumstanced as I am, who must stand or fall from his conduct in your service, as characteristick of himself through life; but my honour is at stake, and must, Honourable Sirs, be vindicated. If I have done ill, let it be publick, as, on the contrary, my innocence must appear. I allude to your letter of the 4th of December 1789, to the Right Honourable Governor-General in council, the second paragraph of, (I suppose,) the postscript, concludes with these extraordinary words: "Hitherto the time has been spent in trifling altercation on his part; we thought a few days ago that all objections were removed,

" but

“ but on the bonds being delivered over, the whole
 “ substance of your agreement was denied.” As
 “ the present Court do not consist of the same gen-
 “ tlemen as then sat at the Board, it will be necessary
 “ to say thus much: One grand question on my ob-
 “ taining permission to return to England was, to
 “ give new security to the Court of Directors, and
 “ by which the security I gave in Bengal was to be
 “ relieved. You will unanimously admit that no tie
 “ in society can be more sacred than that of a prin-
 “ cipal to his security; Mr. Bristow was my secu-
 “ rity in Bengal, and upon the above letter, was
 “ ordered to be prosecuted upon a bond which he
 “ had signed, relying upon my honour. If the
 “ fact is as stated in your letter, I am unworthy of
 “ all rank in society, and merit all you have written.
 “ But on the contrary, if it should appear not to be
 “ the case, what recompence is adequate to the in-
 “ jury I have sustained? When I asked for a copy of
 “ the order, it was refused me; for had I known the
 “ words of the order, I should have arrested your
 “ judgment, having perhaps been drawn up in a
 “ hurry, without much attention to the fact. But
 “ permit me to examine the facts, which no memory
 “ can controvert, for they are or ought to be upon
 “ the proceedings of your court. When I landed in
 “ England, and for many months after, I was so ill
 “ that

' that neither my friends or professional men thought
 ' it possible for me to live. In this situation, I
 ' addressed the Committee of Law-Suits, under
 ' date the 7th of October 1789, and, amongst
 ' other matter, requested a little more time to ob-
 ' tain the security, on account of my illness. I call
 ' your attention to this letter, which will not shew
 ' any trifling altercation, but a wish to effect it as
 ' soon as possible; but the introductory part of this
 ' letter I must enter here as a matter in point: "A
 " severe indisposition, which has of late much in-
 " creased, renders it necessary for me to go imme-
 " diately to Bath; indeed my physicians pressed it
 " from my first arrival, but a determination to hold
 " out as long as possible, in order to fulfil my en-
 " gagements with the Company, has detained me
 " here till this moment," &c. This application,
 ' was, however, refused; and in consequence, I had
 ' the honour, the very next day after my receiving
 ' the refusal, to propose those very gentlemen who
 ' are now my securities. When my Father and Mr.
 ' Williams attended at the India-House to sign the
 ' bonds, I naturally called for the old bonds to be
 ' cancelled; when I was informed they were not in
 ' England. I then proposed that my original secu-
 ' rities should be indemnified; but that the Court
 ' would not do in such manner as to satisfy Mr.

' Bristow's

‘ Bristow’s agents in England. If there was any
 ‘ trifling altercation, it went to this point, a principle
 ‘ of honour in my conduct towards my security.
 ‘ How, therefore, it can merit the epithet of trifling
 ‘ altercation, I am at a loss to determine. The
 ‘ next question to be noted is, “ On the bonds be-
 ‘ ing delivered over.” Any person knowing that
 ‘ I had engaged to give new bonds to relieve ex-
 ‘ isting ones, would naturally suppose, from this ex-
 ‘ pression, that the existing bonds were produced to
 ‘ be cancelled or delivered over, when, in fact, they
 ‘ were not in England at the time, nor did they
 ‘ arrive till January 1791, in the Houghton, and
 ‘ were only cancelled the 18th of March last. The
 ‘ next and last question, is most seriously heavy
 ‘ upon my moral character, as it conveys an idea
 ‘ that I could descend to the base wretchedness of
 ‘ averring a falsehood, viz. “ That the whole sub-
 ‘ stance of our agreement was denied.” The whole
 ‘ of my correspondence addressed to you, either as
 ‘ a Committee of Law-Suits, or a Court, is, I
 ‘ suppose, recorded. If I have, in any one instance,
 ‘ denied either the agreement itself, or the substance
 ‘ of it, I stand committed. I challenge the proof;
 ‘ the *onus probandi* rests with you, for I deny the
 ‘ fact. I am well aware, Gentlemen, that in the
 ‘ multitude of business transacted by your court,
 ‘ many

' many circumstances of a most serious nature to an
 ' individual may pass without observation; I have
 ' now, therefore, brought it before you, in a full
 ' reliance that I shall experience every recompence
 ' the nature of the case may merit. By some it may
 ' be urged, that I have not written with that respect
 ' which may be considered as due to a publick
 ' body. If such an observation should be made, I
 ' trust, that, upon fair and just examination, I shall
 ' stand acquitted. I have studied to lay before you
 ' plain unadorned matter of fact, soliciting justice,
 ' without the most distant intention of giving you,
 ' collectively, any offence. I have indeed no other
 ' preliminaries to settle with you, than that you
 ' will divest yourselves of prejudice and prepossession,
 ' and suffer your reason and your feelings to deter-
 ' mine for themselves.

' I have the honour to be, &c.

' Gentlemen,

' Your very humble servant,

Bath,

J. I. KEIGHLY.'

June 23, 1791.

Upon a review of my correspondence brought be-
 fore you, with this address, it will plainly and evi-
 dently appear, that I have invariably solicited for
 immediate inquiry and speedy decision, as in the

case of the orders to prosecute me, from my letters to Lord Cornwallis, Appendix, No. 1,—in the case of the demand made upon me on account of my contract 1786-7, Appendix, No. 2;—and the whole of my correspondence with the Court of Directors speak to the same effect. If, therefore, they really and truly wish for a close to this business, why not adopt some mode less tedious and equally just, I mean by arbitration? It has, however, been urged, that the Court of Directors cannot withdraw a suit once commenced; a bill of discovery is not a suit commenced, but for the purpose of ascertaining if there are grounds for a prosecution. An attentive perusal of the bill and answer will soon satisfy their minds upon the subject, for it requires not professional knowledge to ascertain the fact; it is a simple question, Whether I have or have not defrauded the Company, or betrayed the trust reposed in me? I want not to be judged from abstract opinions, but from the truth, the whole truth, and nothing but the truth. But as the Court of Directors may consider the detail too tedious, another resource has occurred, and which I have submitted to their consideration, under date the 28th of November 1791, (Appendix, No. 18,) and which will, I hope, close a correspondence that has already extended far beyond my original wish, and which

has

has been the cause of more anxiety and pain to my mind, than every other occurrence through my life.

Although the questions thus set forth, in the present instance, only belong to an individual, yet they involve questions of great magnitude; for if the Court of Directors are permitted to practise this mode of dismissal, and for reasons as injurious to the individual as they are unfounded, no man is safe. Your children, of whose honour and integrity you have the strongest and fullest testimony, may be ruined and defamed, as I have been; and after having passed the prime of their life in a foreign climate in your service, is forced back to England, perfectly unknown, but by the obloquy passed upon him by the Court of Directors, to seek a provision for himself and family. May Heaven avert such a power in any body of men! for by punishing before conviction, they supersede that noble and grand principle in our law, that no one is guilty 'till he is judged so by his peers, after a fair and just trial.

I have the honour to be,

Ladies and Gentlemen,

Your most obedient,

and faithful humble servant,

Bath,

J. I. KEIGHLY.

Dec. 15, 1791.

A P P E N D I X.

A P P E N D I X.

APPENDIX, No. i.

The Right Honourable EARL CORNWALLIS, K. G.
Governor-General.

My LORD,

IN addressing your Lordship in the present instance, I could wish first to explain to you, if possible, the grateful sense I entertain of your proposal, that your minute in the proceedings of the 17th of January last, with the orders of the Secret Committee, and your resolutions thereon, should be sent to the parties concerned, as by this we have had an opportunity of collecting together such materials as we may have thought necessary to satisfy your Lordship and our employers at home of our innocence. These materials I have prepared, and flatter myself with the hope, that, as my assertions are attended with the written evidence of others long before these charges were known, and which are upon the proceedings of the Board of Trade, that they may be found worthy of your Lordship's consideration. The delay and expence of a Chancery suit, and the consequent

consequent attendant anxiety in the mind of a man, although conscious of the rectitude of his conduct, and who was in the hope of soon returning to his native country, after an absence of near twenty-four years, will naturally call your attention; not that these considerations should preclude enquiry, but that this enquiry may be made in a manner less tedious and without expence, I come before you, my Lord, not only as pleading not guilty to the charges, but as an innocent man, and whose study has ever been to exert himself in his station for the benefit of the Company, to the utmost of his abilities; and that at the time he was obtaining an independency for himself, he never did it at the expence of his employers. I have that confidence in your Lordship's principles of justice, and my own conduct, that I have not a moment's hesitation upon the subject.

‘ In addressing your Lordship so fully upon a subject that is ordered to come before the Court of Chancery, I might perhaps be furnishing materials against myself; upon this subject I am equally satisfied; for your Lordship's ideas of justice, your well-known character in the world, and your own declaration, are perfectly satisfactory to me. I commit myself to your decision, and whatever you may think just, I shall accede to without hesitation.

‘ It is possible that your Lordship may feel some reluctance in deciding upon a matter already submitted to the Company’s Law Officers, in which case, as my chief object is to use every endeavour to bring this business to a speedy conclusion, I humbly intreat your Lordship to refer the matter to the opinion of the Advocate-General, (in whose abilities and principles I have a most perfect reliance,) that he may point out to your Lordship any mode for an investigation, by which I may be relieved from the anxiety, trouble, and expence, of a tedious suit in Chancery.

‘ I have the honour to be, &c.

Calcutta,
June 1787.

J. I. KEIGHLY.’

APPENDIX, No. 2.

‘ *To the Right Honourable* EARL CORNWALLIS, K. G.
Governor-General in Council.

‘ My LORD,

‘ It is with the utmost reluctance, that I intrude my private concerns on your Lordship’s consideration; but the distressed state of my affairs, owing principally to the actions instituted against me in
the

the Supreme Court of Judicature, render every object, however trivial, a matter of very serious importance to my fortune. The impartial justice that has ever been the ruling principle of your Lordship's administration, encourages me to trouble you with a renewal of my representations, on matters which have already occupied too large a space of the public records.

‘ I humbly conceive it to be your Lordship's duty, as chief magistrate of this country, equally to maintain the rights of the Company, and of individuals, and if I consider myself aggrieved, there surely can be no impropriety in a respectful remonstrance in what I deem to be a grievance. I allude, my Lord, to the adjustment of the accounts of my contracts for the provision of raw silk and silk piece goods, in which the Board of Trade have carried several articles to my debit, against the justice of which I think I may safely persist in objecting. The difference in favour of the Company is a few thousand rupees; a little object to government, but of great moment to me. Suppose, however, the sum to be ever so large, I humbly presume this would be no argument, if obtained at my expence; such is the sense in which I feel the adjustment, and I appeal to your Lordship's candour for a final revision and examination of my account.

‘ I may

‘ I may fairly plead some right to indulgence on the grounds of my conduct recommending me to it, for when my claim of arbitration was rejected, I submitted the decision to your Lordship’s judgment, and I have given proofs of a rectitude of intention at least in a ready submission to your Lordship’s decree, by paying in the greater part of the balance, according to the adjustment made of it by the Board of Trade, in contradiction to my declared opinion, that the amount so claimed was not due. It is to be considered as another argument in my favour, that Government was the party against me, and to Government I submitted the decision, which I should hardly have done, had I entertained a doubt of the justice of my cause.

‘ My conviction of right, however, is no proof of its existence; nevertheless, as I still dispute the balance demanded of me by the Board of Trade, I humbly conceive that I am fully warranted in soliciting your Lordship to authorize a final adjustment by arbitration, the usual mode of settlement where differences arise in mercantile transactions; and when my case stands, I believe, unprecedented, in which government have refused to allow it, if my relative situation to the Company be likewise considered, the principles of law and equity may make it appear a matter of some delicacy for them
to

to decree a demand in their own favour, which, owing to the circumstance of my distressed situation, I was precluded from the possibility of transferring to the decision of a court of judicature, the only alternative left me, except that I adopted, of submitting the matter to your Lordship's discretion.

‘ In explanation, permit me to state the extraordinary hardship, to which any individual unfortunately involved in litigation with the Company is exposed in all legal processes, and of which your Lordship was probably not aware, when the suits were ordered to be instituted against me. I have already alluded to my distress, and the fact is, that, right or wrong, I had not the fortune to support any new contest against such powerful opponents. In all situations, comparatively speaking, the Company maintain their suits with every advantage; they entertain law officers permanently in their service, at fixed salaries, and the funds of government are competent to any number of suits, while the expence is the cause of the greatest distress to individuals. My case verifies the assertion, as will be made to appear to your Lordship on perusal of the following copy of a letter, addressed to me by Mr. Johnson, my attorney, explaining the multiplied actions that were instituted against me in this cause.

‘ My dear KEIGHTLY,

‘ In answer to your inquiry regarding the actions
 ‘ commenced against you, I find on searching the
 ‘ prothonotary’s office, that there is one joint action
 ‘ commenced against you, Bristow and Haldane, on
 ‘ the bond dated 7th August 1786, in the penal sum
 ‘ of 3,75,000 rupees. One separate action against
 ‘ you on the bond, dated the 31st of July 1786, in
 ‘ the penal sum of 140,000 rupees. One separate
 ‘ action against Bristow on the same bond. And a
 ‘ third separate action in the same bond against Mr.
 ‘ Collinson, on the bond dated 23d of May 1786,
 ‘ in the penal sum of 2,53,026 rupees. There are
 ‘ three likewise separate actions against you, Bristow
 ‘ and Collinson.

‘ I am of opinion that the Company might have
 ‘ commenced three actions only against you, inclu-
 ‘ ding therein, if they thought proper, your securi-
 ‘ ties, without running any risk of injuring the
 ‘ Company thereby, and without giving up their
 ‘ clause against the securities, who could at any fu-
 ‘ ture period have been sued. One suit against
 ‘ you, or the three bonds, might have answered
 ‘ every purpose; now they have in all commenced
 ‘ seven actions. I take it for granted that the
 ‘ Company’s attorney must have had particular di-
 ‘ rections from the Board of Trade for proceeding
 ‘ in

‘ in this manner, in its effect extremely severe upon
 ‘ you. I see no mode left for you but to institute a
 ‘ suit in equity, as well for relief against the penal-
 ‘ ties of those bonds, as to stop proceedings in all
 ‘ but one action, by which you will avoid accu-
 ‘ mulated expence of defending seven, when the
 ‘ penalty of either bond more than doubles the sum
 ‘ the Company even claim of you. Of this opinion
 ‘ is likewise Mr. Dunkin.

‘ Your’s very truly,

‘ (Signed) W^m. JOHNSON.’

June 26, 1788.

‘ And to shew your Lordship in one point of
 view the great amount of these multiplied actions,
 I beg leave to trouble you with the following ab-
 stract of them:

Abstract of Actions actually instituted.

	<i>Penal Sum Rupees.</i>
1 joint action, Messrs. Keighly, Bristow and Haldane	3,75,000
1 separate action, Mr. Keighly - -	2,53,026
1 Ditto ditto - -	1,40,000
1 Ditto, Mr. Bristow - -	1,40,000
1 Ditto, ditto - -	2,53,026
2 Actions against Mr. Collinson - -	3,93,026

7 Actions. Penal Sum 15,54,078

7 } For me to have been relieved from the penalties of
 } those bonds, I must have instituted 7 actions in equity.

14 Actions, Law and Equity.

‘ From

‘ From the experience I have unfortunately had of suits in the Supreme Court of Judicature, the expence to a man in flourishing circumstances would be distressing;—to a man in mine absolutely ruinous; but multiplying the actions in the manner here adopted by the Company’s Law Officers, was, I humbly conceive, totally unnecessary. For the truth of this remark, I appeal to the opinion delivered by Mr. Johnson in the above letter, that two actions would have sufficed. In addition, I beg leave to remind your Lordship, that my securities were gentlemen of character and responsibility, who did not demur at paying any adjusted balance, but only objected to the payment of a balance which I did not admit, (Mr. Bristow’s minute entered on the records of the Board of Trade, consultation 30th of April 1788.)

‘ I now throw my case on your Lordship’s candour, to determine, whether it has not been attended with circumstances of peculiar hardship, exposed to expences in multiplied suits, if I had entered on them, to which my fortune was inadequate, besides the very painful situation to my feelings, of involving the names of friends in litigations, who had undertaken a very heavy responsibility in becoming my securities, without the possibility of any of the smallest personal interest or advantage. It must have

have been particularly distressing individually to these gentlemen likewise, all of them being in the civil service, and precluded by their covenants from prosecuting the Company, and finding it extremely irksome to be involved directly or indirectly on any footing in litigation, and above all, connected with a man in my predicament, labouring under the displeasure of Government. Thus circumstanced, not only the incompetency of my fortune, but a sense of honour to my securities, proves the impossibility of my going to law.

‘ It may likewise be an argument deserving your Lordship’s notice, on general principles, which I hope to be excused for quoting, as it applies to my case, that, if persons becoming securities to the Company for the performance of covenants of contract, are thus unnecessarily exposed to the hazard of being involved in litigation, few gentlemen of character will undertake so dangerous a responsibility. My covenants specially stipulate for arbitration where differences arise, and of which your Lordship will be convinced on perusal of the condition on this head, which I now beg leave to quote:

‘ And lastly, it is hereby mutually declared and
 ‘ agreed by and between the said parties to these
 ‘ presents, that in case any difference or dispute shall
 ‘ hereafter happen or arise, touching or in any wise
 ‘ concerning

' concerning the performance and discharge of the
 ' covenants, conditions, and agreements herein be-
 ' fore-mentioned or expressed, on the parts of the
 ' said United Company, or the said James English,
 ' Keighly, to be observed, performed, and kept, or
 ' in any wise relative thereto; then such dispute or
 ' difference shall be referred to the award and final
 ' determination of two arbitrators indifferently to be
 ' chosen by and between the said parties; and in
 ' case of difference between the said two arbitrators,
 ' then to the umpirage of such one person as the
 ' said arbitrators shall indifferently choose umpire;
 ' such election and choice of arbitrators on the
 ' part of the said United Company to be made
 ' by the said president and members of the Board
 ' of Trade, or the major part of them for the time
 ' being.'

' This clause was necessarily inserted for the se-
 curity of the contractor; for without it, would any
 merchants of character and property, or indeed any
 man except of most desperate fortunes, venture on
 engagements with the Company, at the hazard of
 being involved in multiplied law-suits, which, for
 reasons before assigned, might eventually terminate
 in his ruin; for subject matter of dispute must,
 in all mercantile transactions, frequently arise.—
 Whether the clause will stand good in law, or not,

I am incompetent to decide; but surely in justice, the intention which caused its insertion should be maturely weighed, and that I conceive cannot be mistaken.

‘ The Board of Trade, in their Secretary’s letter to me, dated the 16th of May 1788, in the first instance deny my right to arbitration, in the following words, because “ I had specified no matter of difference touching the articles of either of my contracts for raw silk or silk piece goods, as the ground of my requisition for arbitration. *2dly.* “ Because this mode of arbitration proposes a certain delay without any recompence to the Company, and is not after all conclusive.”

‘ The Secretary to the Government likewise informed me by letter, dated 6th of June 1788, “ That the Company are not bound to comply with the demand you have made of an arbitration.”

‘ I must persist in humbly conceiving, that the words in my covenants clearly express my right; and in regard to the first plea urged by the Board of Trade, I have to answer, That I finally did specify in my letter to his Lordship in council, dated the 8th of July 1788, several matters of difference. I confess the second plea advanced by the Board of Trade, is of a description to afford me, or indeed any man not lost to every sense of shame or honour,
a most

a most sensible mortification, for I can give no other construction to it, than that my conduct has been such as to justify a suspicion, that I proposed arbitration, with the sole view “ of a certain delay, “ without any recompence to the Company; and “ that I should moreover be so totally void of common sense, as to sacrifice my character by a gross “ violation of faith, in refusing to abide by an award “ of arbitrators, as insinuated by the Board of Trade, “ that arbitration is not after all conclusive,” though held sacred among merchants.

‘ The hazard of involving myself in multiplied actions, at a ruinous expence to my fortune, and, added to my subsequent conduct in having discharged the larger part of the balance, will, I trust, relieve my character from any possible imputation; in this particular I entertain too high an opinion of the liberality of administration to suppose any offence can be taken at my anxiety to justify my conduct and intentions, and in so doing to appeal to your Lordship’s justice for an exculpation from the charges insinuated to the prejudice of my character by the Board of Trade.

‘ In conclusion, I humbly intreat, for these reasons, and a variety of others, which it is unnecessary to mention, that your Lordship will be pleased to consider my demand of arbitration upon the plain

ground of the condition expressed in my covenants of contracts, intitling me to it, and that your Lordship will accordingly be pleased to grant it.

‘ I have the honour to be, &c.

Calcutta, (Signed) J. I. KEIGHLY.
Jan. 4, 1789.

APPENDIX, No. III.

‘ Mr. JAMES ENGLISH KEIGHLY.

‘ SIR,

‘ I am ordered by the Right Honourable the Governor-General in council, to acquaint you, that the Honourable Court of Directors, in the 344th paragraph of their general letter by the Minerva, have resolved to dismiss you the Company’s service, and that you accordingly stand dismissed from the date those advices were received, viz. the 14th instant.

‘ I am, Sir,

‘ Your most obedient, humble servant,

Pub. Dep.
Council-Chamber,
29 Aug. 1787.

‘ JOHN WHITE,
‘ Assistant Sec.’

APPENDIX, No. IV.

‘ *Mr. JAMES INGLISH KEIGHLy.*

‘ SIR,

‘ In compliance with your application of the 5th instant, I forward to you, by order of the Right Honourable the Governor-General in council, such part of the 344th paragraph of the general letter from the Honourable Court of Directors, as relates to the cause of your dismissal from the service.

‘ I am, Sir,

‘ Your most obedient servant,

Pub. Dep.
Council-Chamber,
7 Sept. 1787.

‘ JOHN WHITE,
‘ Assistant Sec.’

‘ *Extract of a General Letter from the Hon. the Court of Directors; dated 27th March 1787.*

‘ *Para. 344.* Mr. James Inghlish Keighly’s conduct is so circumstanced respecting his silk contracts, and the very bad quality of the silk he supplied, compared to that of others, that we see it improper to continue him longer in the service, and have therefore dismissed him.

‘ (A true extract,) JOHN WHITE,
Ex. C. R. ‘ Assistant Sec.’

APPENDIX, No. V.

‘ *Mr.* JAMES INGLISH KEIGHLY.

‘ SIR,

‘ I am directed by the Right Honourable the Governor-General in council, to inform you, that the address to the Honourable Court of Directors, which accompanied your letter of the 11th instant, will be forwarded in the packet per Ravensworth.

‘ I am, Sir,

‘ Your most obedient humble servant,

Pub. Dep.
Council-Chamber,
14 Sept. 1787.

JOHN WHITE,
Assistant Sec.

APPENDIX, No. VI, Letter B.

‘ *To the Honourable* COURT OF DIRECTORS *for the*
Affairs of the East-India Company.

‘ Honourable SIRs,

‘ Your commands by the *Minerva* having been officially signified to me, (by which I stand dismissed the Company’s service, “ as my conduct is so
“ circumstanced respecting my silk contracts, and
“ the

“ the very bad filk I supplied compared to that of
 “ others,”) will, I hope, apologize for my troubling
 you with this address, that at all events, I may testify
 to the Court, that in a service of twenty-three years
 landed in Bengal, and during which time I have
 never been absent from my station or my duty, I
 have exerted myself with faithfulness and diligence
 to perform the duties of my appointment to the
 utmost of my ability, not doubting at the same time,
 that if the proofs advanced with this address should
 appear full and compleat, the present sentence passed
 upon me may be reversed, more especially as your
 orders of 1774 to the Honourable Governor-Gener-
 al and Council direct, that no servant shall be pu-
 nished till he has not only received the charge
 against him in writing, but that he is to have a rea-
 sonable time to prepare his defence, and that then
 they are to give judgment with all circumspection.
 I trust that you will consider this address, not as
 presuming to remark upon the sentence you have
 thought proper to pass upon me, but to ~~bring for-~~
 ward such written evidences as may serve to vindi-
 cate my honour and reputation to the world, and to
 you, Honourable Sirs, in particular; for, I must
 confess, I feel a respect and attachment to a service
 that I have been in from my very youth; and that
 I may do away every idea of ingratitude. When
your

your first orders were signified to me, that I was to be prosecuted, and, pending the prosecution, to be suspended from office, I rested quiet in the certainty that the result would be my acquittal, and waited that event to confirm me in your favourable opinion; but in the present instance, it is more immediately necessary to come forward and prove my own innocence, which will, I am well convinced, give you (upon a principle of justice) infinite satisfaction.

‘ The first contract I entered into with the Board of Trade, was, in consequence of my proposals, for five years, and inclosed in my letter to them dated in May 1781. You will permit me to inclose a copy of these proposals, with an account of absolute savings to the Company, compared with the price before charged in an equal number of years; and indeed, so advantageous were these proposals to the Company, that there could be no hesitation on the part of the Board of Trade. They were consequently accepted of by them, with a clause reserving to themselves the right of annulling the contract at the end of any one year, giving three months notice, or your disapproving them. The next year, 1782-3, commenced the subscription investment, when the Governor-General and Council fixed the price of filature raw silk at 8.12 sicca rupees, and of country wound silk at sicca rupees 7.12 per seer

of 72 sicca weight. I represented my existing contract, the expence I had put myself to, in making drains and reservoirs to the Company's filatures at Beaulcah, upon the faith of the contract, but I was told, as a servant of the Company, it was no time to complain, and I must subscribe to the general distress; I consequently undertook the investment at Beaulcah upon those terms, and did it, Honourable Sirs, I will prove, at a heavy expence, with honour to myself and justice to my employers. These are the only contracts I held at Beaulcah. Those I held at Cossimbuzar were upon the terms fixed by the Governor-General and Council, excepting this last year, when proposals for the piece-goods were delivered to the Governor-General and Council, and were accepted of by them, and the raw silk was fixed at 8 rupees and 7 rupees per seer, and by which I lose considerably, because we received our advances in paper; your agents receive cash; their accounts will shew how much we suffered; nor would I have undertaken this last raw silk contract, but as a mark of obedience and duty.

‘ The next charge is, the very bad quality of my silk compared to that of others. It will be necessary to premise, that the silk made by me at Beaulcah was all made by particular musters, marked and ordered from the export warehouse at the Presidency; and,

and, that the whole of my filk was approved of, the export warehouse prizings, and the repeated commendations of the Board will testify; and I will further advance, that, with the exception of the sales of my subscription investment filk, the Beaulcah filature raw filk, made by me from December 1778 to the close of the investment 1781-2, sold as well, if not better than an equal quantity of filk from any other chief resident or contractor. It remains, therefore, to prove, and, I trust to your satisfaction, that the subscription investment of 1782-3, made by me, and which sold so very ill, was very good filk, and made conformably to your orders, and the directions given by Mr. Baumgartner, the filk superintendent. The Honourable Court, in their general letter of the 12th of May 1780, the 31st paragraph, confine the Board to a particular price, and which was not to be exceeded, viz.

Filature raw filk yellow	5a	6 cocoon thread	12	ficca rupees per seer.
_____	7a	8 _____	11 . 8	ditto
_____	9a	10 _____	11 .	ditto
_____	10a	12 _____	10 . 8	ditto
_____	18a	20 _____	9 . 12	ditto

‘ Mr. Baumgartner, in his letter to the Board of Trade, dated 30 April 1782, says, “ If Cocoons
 “ are picked and sorted as is practised in Piedmont,
 “ the sorts will make a filk of 5 a 6 cocoons, equal
 “ to any that is reeled in Italy. This sort has not
 “ been

“ been sufficiently encouraged, very little of it hav-
 “ ing been made, whilst it is not possible to send
 “ too much of it to England, where an excellent
 “ organfin will be made from it.” I trust this will
 establish the propriety of making fine silk. How-
 ever, that I might obtain every knowledge within
 my power, in February or March 1782, I solicited
 the favour of Mr. Baumgartner, then at Cossim-
 buzar, to visit Beaulcah; he came, and I shewed
 him the manner in which I conducted my business,
 and hoped that he would instruct me, by which he
 thought I might improve the quality of my silk.
 In this very letter of the 30th of April 1782, and
 which I knew nothing of till the year after it was
 written; he says, “ I was very agreeably surprized
 “ when I saw that so much had been done at Jungy-
 “ poor and at Beaulcah, towards attaining perfec-
 “ tion; those filatures are directed by gentlemen of a
 “ liberal turn, who spare neither pains or expence to
 “ render their silk as good as they can make it.”
 This will, I hope, prove my assiduity and desire to
 improve; and the following account will prove the
 quantity and quality of the silk:

Letter A. Maunds 658

B. ——— 460.16

C. ——— 2

1120.16

The,

The Secretary to the Board of Trade writes me by order, on the 9th of September 1783, "That the prizings of the 31st of May and 25th of July 1783, had engaged in a particular manner the attention of the Board, not only from the superior quality of the filk, but also the circumstance of so large a part of the dispatch being of the first assortment." And a paper which was officially sent me, called, a Description by Thomas Tatlock, filk-broker of the Bengal filk, sold at the East-India Company's sales of the 18th day of January 1785, says,

"Are filks of a very good quality,
 " *Keighly's* } but it is all drawn too fine, and
 " *Novi Reel* } can't be worked here, owing to
 its fineness, and no other fault."

It is self-evident, that it must be more expensive to make fine filk than coarse; if so, it is equally true that I made my filk fine, because it was so ordered, to my own cost, and that I sacrificed my ~~own~~ immediate pecuniary interest to my duty to my employers. Had the filk sold ill in England from its bad quality, I might have solicited your forgiveness, but in the present instance, I doubt not but you will be pleased in finding so 'old a servant has not ultimately proved either unfaithful or negligent, and that having from a length of service
 obtained

obtained independence, become indifferent to the duties of his station, I flatter myself that I have closed as I began, with a heart attached to your service, full of gratitude and fidelity. I have thus, Honourable Sirs, answered to the reasons assigned for dismissing me the service; and I doubt not, indeed am certain, that could any other charge have been produced against me, I could have replied with equal credit to myself and satisfaction of my employers; for I can safely aver, that in my length of services, I have never benefited my fortune to the injury of the Company, &c. &c.

‘ (Signed) J. I. KEIGHLIY.’

Calcutta, Sept. 1787.

APPENDIX, No. VII.

‘ SIR,

‘ I am ordered by the Committee of Law-suits of the Court of Directors of the Honourable East-India Company, to remind you, that the leave granted by the Governor-General and Council of Bengal for your coming to England, is upon condition of your giving security to the Company here
 within

within a limited time, as mentioned in the letters wrote to you the 10th and 15th of December 1788 by order of the Governor-General and Council.

‘ I am further to say, that the Committee wish to be furnished with the names of the securities you propose, as soon as you can give them; and that as the time allowed for perfecting this security, is very ample, you are not to expect any indulgence beyond it. I am also to desire information who are appointed Commissioners in the commission to take your answer, in case the order of the Supreme Court, over ruling your appeal, shall be affirmed.

‘ If you have any thing further to say respecting the account of the raw silk and silk piece goods of the investment 1786-7, than what you have already mentioned in your letter of the 1st of February 1789, you are requested to hand the same in writing to me immediately, to be laid before the Committee.

‘ I am, Sir,

‘ Your most obedient humble servant,

East-India House,
27 Aug. 1789.

‘ WM. WRIGHT,
‘ Clerk to the Committee
‘ of Law-Suits.’

APPENDIX, No. VIII.

Low-Layton, Sept. 1, 1789.

SIR,

I have been favoured with your letter of the 27th ult. and have in reply to solicit the favour of you to assure the Honourable Committee of Law-Suits, that I should not have delayed even thus long in addressing them, but a continued and very severe illness for near two years past, has put it entirely out of my power to transact any business, more especially since my arrival in England; the faculty, amongst other rules, having most particularly insisted upon a perfect retirement from all manner of business, that my mind may not be interrupted, as one of the grand essentials to compleat my recovery; as without it, medicine would not avail. Of this, if the Honourable Committee think it necessary, I can send them sufficient attestation. Under these circumstances, I flatter myself, I shall in the present instance stand excused, that I ~~hope~~ soon to be better, and that the very first thing I do, shall be a full answer to your letter now before me. That in the mean time I beg of the Honourable Committee to be convinced, that my first study will be obedience to their commands, so far as I have the power; and that my utmost wish is to convince them,

them of the rectitude of my intentions, and by that means impress them with a favourable opinion of my conduct.

‘ I have the honour to be, &c. &c.

W. Wright, esq;
Clerk of the Committee
of Law-Suits.

‘ J. I. KEIGHLY.’

APPENDIX, No. IX.

‘ To the Honourable COMMITTEE of LAW-SUITS,
 East-India House, London.

‘ Honourable SIRs,

‘ A severe indisposition, which has of late much increased, renders it necessary for me to go immediately to Bath; indeed my physicians pressed it from my first arrival in England, but a determination to hold out as long as possible, in order to fulfil my engagement with the Company, has detained me here till this moment. The cause of the delay has been what I apprehended and intimated in my correspondence with the Governor-General in Council, as the reason for asking a longer time to give in security, viz. That on my arrival, all my intimate friends,

friends, and those best known to me, had left London and gone to different parts of the kingdom, whither from the nature of my illness I could not follow them, and that the favour I had to ask of them was of such a nature, as, without a personal interview and full opportunity of explaining all circumstances in order to satisfy them that they were not to become security for a man unworthy their friendship, as to render it impossible for me to call upon them.

‘ Having premised this as the true, and I hope in your opinions, reasonable apology, for not having dispatched this business sooner, I beg leave to call your attention to some points, which appear to me necessary to submit to your consideration.

‘ Your Honourable Committee well know the solicitations I made to return home in the Princess Amelia. The faculty had pronounced my life in great danger by remaining longer in India. In fact, having been appointed a writer in your service in September 1763, I failed in the first ship for India, and having continued to exercise without intermission down to the moment of my orders to depart the duties of the different stations to which I was appointed, in the discharge of all which I have invariably received commendation, and in one, viz. a supervisorship in the province of Behar, even the approbation of the Court of Directors, I found at

F

the

the expiration of twenty-five years hard service in such a climate, my constitution so much impaired as to afford little hopes of recovery. Your Advocate General, however, thought fit to deny my request to depart, and on the affidavit of a native, a discarded servant of my own, a *ne exeat* issued against me not to quit the jurisdiction of the Supreme Court; but on giving bail in one million of current rupees. My then state of health rendered confinement certain death, and to find bail in that amount was utterly beyond my ability; I was driven to apply to the Governor-General, who was pleased to lessen the security required to four hundred thousand sicca rupees; I forbear to dwell on the exaction of so enormous a sum, and the necessity of the interposition of the government of the country in the proceedings of a court of justice.

‘ Having given the security required by the Governor-General, I applied for leave to return home in the Princess Amelia, giving the like security as had been put in by Mr. Henschman, against whom a similar suit to that against me had been instituted. My application was refused, and the reason assigned, that I had not fully answered the bill, but had pleaded to many parts. Yet Mr. Henschman had done the like, and was nevertheless permitted to depart, giving security, if I am rightly informed, in

no

no more than one lac, to answer the bill fully in England, in case his plea should be over-ruled. I asked only what had been granted to another in all respects in similar circumstances, but that he was in health, and I was dying.

The next season, in October 1788, I again addressed the Governor-General in council, for leave to depart. That letter in date the 28th of October 1788, which is before your Honourable Committee, will point out the situation to which I was reduced; my fortune was impaired and endangered to the last shilling; my constitution totally destroyed, and my character called in question; I had no choice left in any terms that might be imposed upon me. In answer to this application, I was informed by letter from the Secretary to the government, in date the 5th of November 1788, of the terms on which I should be permitted to depart; to these by letter of the 11th of November 1788, I fully assented, explaining particularly the sense in which I understood them. Both these letters I sent to my friend Mr. Bristow, requesting him to be my security on the terms contained in them. In order to prevent the possibility of mistake, in this letter dated the 18th of November 1788, Mr. Bristow repeats the terms so far as relates to my co-securities, and the sense in which he understands them,

viz. Two lacs by two persons of property to put in a full answer in case the appeal be dismissed within one month from such dismissal, (the one month being subsequently prolonged to two) which two lacs he expresses himself to understand as meaning one lac each by such two persons, and on those terms he engages to become my security. Mr. Bristow's letter thus precisely stating the terms, is copied verbatim in my letter to the Governor-General in council of the 25th of November 1788, proposing Mr. Bristow as my security. The Secretary, by letter of the 26th of November 1788, writes in these words, "I am directed to acquaint you in answer to your letter of the 25th instant, that Mr. Bristow's security for you, in the terms which you have quoted for one lac of rupees will be received, and that you are required to furnish security in one or more persons of responsibility for the remaining lac," It was clearly understood that I was myself to be bound in two lacs to abide the decree of the court; the only remaining difficulty therefore was to find another security on the same terms as Mr. Bristow's, for different could not be understood; the sum being large, and my other security, Capt. Williams, having gone to England, I represented this difficulty to the Governor-General in council, who was pleased to propose, that if I could not find
any

any one person of sufficient responsibility to undertake for so large a sum, I might give in the names of more than one; I therefore proposed Messieurs Buchanan, Johnson, and Hickey, and they were accepted. Thus were the terms of my giving security finally and unequivocally settled; it never occurred to me that any possible doubt or difference of opinion could be entertained upon them, and in the full persuasion of this, I applied to the Company's attorney to make out the bonds; accordingly bonds were sent to me to be executed, but to my utter surprize, instead of the terms so clearly and precisely ascertained, a new and essentially different condition, viz. That my securities as well as myself should be bound in two lacs to my performance of the decree, was introduced. Alarmed at so unexpected a change, I addressed the Governor-General in council, by letter the 5th of Dec. 1788, stating what I apprehended to be a mistake, and praying that it might be rectified; but I was astonished to find by the Secretary's answer of the 10th of December 1788, that the Governor-General in council deemed such a condition an indispensable part of the engagement, and that they declared it had never been in the contemplation of the Board to accept security without that clause. On the receipt of this answer, I found myself in a situation

such as rarely occurs:—a long series of faithful services had at an early age worn out my constitution; and the state of my health was such at that moment, as to render a longer continuance in that climate certain death; and if it had been possible for me to have lived, I had not the means of supporting myself another year in India. My negociation with Mr. Bristow and my other securities, was rendered fruitless, and become an obstacle to my obtaining their security on other terms; I could prevail upon my friends to be my securities where their indemnity or discharge depended upon my own honour, but it was impossible to procure in India, nor was it decent even to ask their security, when the effect of it would be to involve them in the anxiety of a tedious litigation, and to endanger their fortunes.

One only alternative was left me, and which the apparent impropriety, not to say injustice, of changing the terms required, and the knowledge of my situation, had extorted from those who, under the colour of legal advice, presumed in this transaction to dictate to the Governor-General in council, namely, to leave the original securities in force till I could put in security in England, to the amount and in the terms required, with the approbation of the Court of Directors, provided I put in security within three months from my arrival. It was in
vain

vain to remonstrate, it was impossible to resist; yet circumstanced as I then was, I yielded, it is true, to the necessity that pressed upon me, but did not acquiesce in the new terms enjoined. In my letter of the 11th of December 1788, I declared my readiness to do every thing in my power, and that my fortune could obtain; that I would myself perform every part; and to convince his Lordship of my sincerity, I engaged to give full and ample security to the Court of Directors, in such terms and to such amount as they might require; that with regard to the time limited, my intention was to perform my engagement immediately on my arrival, if I found my friends in London; but that in case of their absence, I wished that the time might be enlarged, as the Court of Directors might please to allow. In this letter I could not forbear expressing even my gratitude to the Governor-General for the remission or rather qualification of any part of those terms, which, when first communicated to me, had thrown me into despair. I do not wish to disguise that I was told by the Secretary's letter of the 15th of December in answer, that I was at liberty to proceed to England, on condition of a strict and literal accordance to the stipulations on which leave was granted; but in my letter to the Governor-General, of the 20th of December 1788, requesting his

Lordship's

Lordship's order to the Captain to receive me and my family on board his ship, I referred to my letter of the 11th instant, as conveying the sense in which I understood his Lordship's orders, and expressed my hopes that it would be considered as a strict and literal accordance to the terms on which leave of departure was to be granted. My correspondence with the Governor-General closed with the Secretary's letter of the 6th of January 1789, in which the Secretary informed me, that the conditions were to remain as in his letter of the 10th and 15th ult. that it was not intended to stipulate with me, either that the amount of the securities should be left open, or that it should be at the discretion of the Court of Directors to allow me further time to put in the securities required, since they had the power to grant me any indulgence they might think reasonable. Soon after this I obtained his Lordship's order on the Captain, and embarked for England. I have thus, Honourable Sirs, faithfully touched upon the material parts of this transaction, in order to bring my case into a distinct point of view, and to possess you of it without the trouble of a perusal of the whole correspondence, under correction of the correspondence itself, if thought necessary to refer to it, which now lies on your table.

‘ Having

Having done this, I shall make no remarks upon the manner in which it has been thought necessary to treat me. I have been advised, both in India and since my return to England, that I might contest with success the right of the Governor-General in council to change the terms of their permission to depart, after their acceptance of the three additional securities; but it is my fixed intention studiously to avoid such a mode of seeking redress, and so long as I have the choice of any other alternative, I never will adopt it. My conduct throughout the whole of this business, under circumstances most trying and peculiarly afflicting, has been, I trust, temperate and conciliatory, and I shall hardly change the tenor of that conduct, when a ready, I had almost said an infallible way presents itself of obtaining relief, by throwing myself on the candour and justice of your Honourable Committee; to you, therefore, I leave the terms and the time of putting in security; perhaps, however, your Honourable Committee, from what I beg leave to suggest, may deem those considerations unnecessary. It is the object of both parties, but more especially of myself, whose fortune and character are at stake, to bring the questions which are made by this suit to a speedy issue. I am now in England, ready to answer every charge with my person and fortune, and to facili-

tate

tate, by every possible means of dispatch, the final decision of the cause. The state of my health renders it impossible for me to return to India, and the management of my defence there by agents will be matter of great anxiety, expence, delay, and uncertainty. A suit in Chancery at home may be prosecuted more satisfactorily in all respects to both parties; and if the possibility of a second appeal to the King in Council be considered, with infinitely greater dispatch. I beg leave therefore to propose, that the suit in India and the appeal now depending, may, by consent, be put an end to, and that a bill in equity may be forthwith filed; to which I will immediately plead, as I have hitherto done, and if my plea be over-ruled, will put in a full answer within a month, and will lay myself under any reasonable terms of facilitating the collecting of such evidence as your Honourable Committee may be advised is necessary.

‘ Lastly, I have to intreat your Honourable Committee, as the requests and proposals I have made will of course require some time to consult your law officers and to deliberate upon, that in regard to the present deplorable state of my health, I may be permitted to go to Bath, agreeable to the pressing advice of my physicians, and that your Honourable Committee would be pleased to enlarge the time of
my

my giving in security for two or three months beyond the time allowed by the Governor-General in council, or until a reasonable time after your resolution, on the propositions submitted to you, shall be made known to me.

‘ I cannot conclude this long letter to your Honourable Committee, without professing my grateful sense of the repeated favours I have received at your hands, and my firm persuasion that nothing short of gross misrepresentation could have induced your Honourable Committee, to continue a suit begun in private malice, and carried on with unexampled severity; the event of which I confidently pronounce will exhibit me in the light of an innocent man, ever faithful in the discharge of the trusts reposed in me.

‘ I have the honour to be, &c.

(Signed) J. I. KEIGHLIY.’

Low-Layton,
7 Oct. 1789.

APPENDIX, No. X.

East-India House,

‘ SIR,

4 Nov. 1789.

‘ I have it in command from the Committee of Law-Suits, to acknowledge the receipt of your letter, dated 7th ult. requesting a prolongation of the time for your giving in security, and to acquaint you that your^o request cannot be complied with.

‘ I am,

(in the absence of Mr. Wright)

‘ Sir,

‘ Your most obedient servant,

‘ M. WITTWER.’

James I. Keighly, esq.

APPENDIX, No. XI.

' *The Honourable* COMMITTEE of LAW-SUITS,
East-India House.

' Honourable SIRs,

' I received the honour of your commands, yesterday at half past three, in consequence of my address of the 7th ult. and lose no time, in compliance with your orders, to offer Mr. Robt. Williams and the Rev. Mr. Thomas Keighly, as my securities, for your approbation. So soon as the bonds are drawn out, you will do me the favour to send the copy to Mr. Williams, who will act for me, and do all that may be necessary; for myself I shall proceed to Bath, from whence I will attend if necessary; though, as I have only to sign my name, Mr. Williams will forward them to me for that purpose.

' I have the honour to be,

' Honourable Sirs,

' Yours, &c.

Low-Layton,
Nov. 6, 1789.

' J. I. KEIGHLY.'

APPENDIX, No. XII.

‘ *East-India House,*

7 Nov. 1789.

‘ SIR,

‘ I am directed by the Committee of Law Suits to acknowledge the receipt of your letter of the 6th instant, proposing Mr. Robert Williams and the Rev. Mr. Thomas Keighly, as your securities, for their approbation; and to transmit to you copy of the Resolution they have been pleased to come to thereon, which will be submitted to the Court for their approbation on Wednesday next, which, if acceded to by the Court, will be looked upon as final. I am to inform you, that in the mean time it will be necessary, that you should acquaint the Committee whether you accept the terms mentioned in the Resolution.

‘ I am,

(in the absence of Mr. Wright)

‘ Sir,

‘ Your most obedient servant,

‘ M. WITTWER.’

James I. Keighly, esq.

‘ At

*At a Committee of Law-Suits,
Saturday, 7 Nov. 1789.*

Resolved, That the securities proposed by Mr. Keighly be accepted of, provided they enter into a joint and separate bond in the sum of Twenty-two Thousand Pounds, in the stead of separate securities in the sum of One Lac of Sicca Rupees each, which the Committee submit to the Court.

APPENDIX, No. XIII.

*The Honourable COMMITTEE of LAW-SUITS,
East-India House.*

Honourable SIRs,

I am favoured with your commands of the 7th instant, in which you require a joint and separate bond from my securities, and that in the sum of 22,000l. although my agreement with the Governor General in council most particularly specifies, that the bonds of the securities shall be separate, not joint, and for one lack of sicca rupees, or ten thousand pounds each; and upon the execution of which bonds, those now existing are to become null and

void

void. How this is to be effected, I know not, although my first wish is in every instance to conform as far as I can to your wishes; the giving a joint and separate bond by my securities, so far as relates to me individually, can be of no consequence; but as it may and certainly will appear to make an essential difference to the persons whom I have named as my securities, give me leave to remind you, and I hope not without such impressions as the truth of the case calls for; that these new terms are a departure from the conditions prescribed abroad in the most explicit manner on which the original bonds were to become void. I therefore flatter myself, and humbly hope, that you will not insist upon this requisition; and with regard to the other point, I beg leave to submit it to your further consideration.

‘ I have the honour to be, &c. &c.

‘ J. I. KEIGHLY.’

10 Nov. 1789.

APPENDIX, No. XIV.

*To the Honourable COMMITTEE of LAW-SUITS,
East-India House.*

Honourable SIRs,

When I had yesterday the honour to attend your Committee, I understood that you accepted of Mr. Williams as one of my securities, but that the Committee did not think so near a relation as a father proper to be received as a security; that therefore, if my father's name was continued, you wished the security bond to be joint and separate;—that on reference to the copy of the bonds lodged in the sheriff's-office at Calcutta, in possession of the Committee, no mention is made of 10,000l. sterling, but only of one lack of sicca rupees;—that therefore they had demanded from me in return for one lack of sicca rupees, 11,000l. the present rate of exchange.

With respect to the first, permit me, Honourable Sirs, to assure you, that my father would not have suffered me to put down his name, unless he had been fully equal to the responsibility; for in so doing he would have risked a character hitherto without reproach or suspicion; nor would I have committed my own honour, and my claim to your confidence, by offering a person of not sufficient responsibility.

sibility. As a publick body, you can know little of a retired clergyman, or of his pecuniary abilities, and must naturally prefer a mercantile man within your own knowledge. Persuaded, however, as I am of the goodness of the security, I cannot help urging you to accept my father as my second security, and I take the liberty of referring you to Mr. Williams, who transacts all my business and my father's, and who is empowered by me to explain to the Chair and Deputy, what is within his knowledge as to the goodness of the security. If the account he gives should turn out satisfactory to the Committee, I shall flatter myself that his name may be continued; if not, Mr. Williams will use his endeavours to find me a friend in the mercantile line, as I am unacquainted with any one myself.

‘ With respect to the second claim of 11,000l. for one lack of sicca rupees, I beg leave to observe, that whether the original bonds now in the sheriff's office (out of which you have no attested copies) do or do not express 10,000l. sterling, for one lack of sicca rupees matters not, as the terms on which I was permitted by the Governor-General in council to come home, are expressly to that effect.

‘ I have looked through my papers, but have found no attested copy of these terms; but if your Honourable Committee will refer to my letter to
the

the Governor-General in council of the 25th of November 1788, they will there find that the bonds which I was directed to give are expressly for one lack of sicca rupees or ten thousand pounds, and this can be verified by Capt. Steph. Williams, now in England, on the existing bonds. You will, therefore, I hope, do me the honour to order the new bonds to be prepared accordingly, and copies to be sent Mr. Williams, who will act for me upon the occasion.

‘ I have the honour to be, &c.

‘ J. I. KEIGHLY.’

Nov. 11, 1789.

APPENDIX, No. XV.

‘ To the Honourable COMMITTEE of LAW-SUITS,
East-India House.

‘ Honourable SIRs,

‘ I have received your Secretary’s letter of the 10th instant. I beg leave to observe, that both myself and securities are ready and willing to perform every thing contained in my proposition to remove

the cause to England. I have already executed the bond, and my securities are likewise ready to do the same, so soon as you may give up the bonds you at present hold or indemnify against them. The bail already given may be considered very excessive; to give further security without giving up the old bonds or indemnifying against them, would be taking double security, amounting altogether to upwards of eighty thousand pounds, which I am well convinced, Honourable Sirs, cannot be your intention. Under these circumstances, therefore, I repeat, both me and my securities are ready and willing to perform every part of my proposition to the Honourable Committee. Permit me further to add, that by holding these bonds, you require much more than my fortune is equal to; I could not suffer my friends to be my securities without securing them, and that I can only do by receiving back the deposit from Mr. Bristow's attornies; Capt. Williams being willing to return the deposit made to him; and that although the Committee may not consider themselves as having any thing to do with the security to be given to Mr. Williams, yet I humbly presume they have to do with that which relates to the holding double security.

‘ In the mean time permit me to observe, I am ready to answer the bill when filed fully, although
the

the bonds are not actually signed; I am present in England for that purpose, and to give you every satisfaction in my power. I want to expedite the business; it is my wish, for it is what I owe to my own honour.

I have the honour to be, &c. &c.

London,

J. I. KEIGHTLY.

Feb. 11, 1790.

APPENDIX, No. XVI.

Extract of a letter from the Court of Directors to the Governor-General in Council,

dated Dec. 4, 1789.

COMMERCIAL DEPARTMENT.

By the agreement he was to have entered into bonds by himself and securities within three months after his arrival in England, for his putt in a full answer within two months after his seal should be dismissed, and for abiding the event the suit. He arrived early in August;

we

' we very soon afterwards called upon him to per-
 ' form his agreement; he excused himself, and
 ' prayed time on account of illness; before the end
 ' of three months we renewed our application, and
 ' from thence hitherto, the time has been spent in
 ' trifling altercation on his part. We thought a few
 ' days ago that all objections were removed, but
 ' on the bonds being delivered over, the whole sub-
 ' stance of your agreement is denied.'

Par. 3. ' As the time for giving the security is
 ' elapsed, and we have no reason to think Mr.
 ' Keighly means to perform his agreement, we direct
 ' that you immediately put the bail bonds in suit
 ' which were given upon the writ of *ne exeat*.'

APPENDIX, No. XVII.

' To the Honourable COURT of DIRECTORS
 ' East-India House.

' Honourable SIRS,

' To save time and trouble, I take the liberty of
 ' applying to you for a copy of that part your
 ' general letter to the Governor-General and Council,
 ' that

that went out in the Talbot, annulling the old Board of Trade, and appointing the existing one; and likewise which directs their monthly or annual income, either by monthly salary or commission upon the investment. To prevent at the same time the possibility of being misunderstood, it will be right to inform, that I want it as an exhibit in my answer to the bill; at the same time assuring you, that I only ask it upon the principle of expedition.

Permit me in this place to assure you, that I have been assiduous in answering the bill; that I have already given full instructions upon the subject; and that not a moment's delay shall arise on my part.

‘ I have the honour to be, &c.

‘ J. I. KEIGHTLY.’

July 14, 1790.

APPENDIX, No. XVIII.

*To the Honourable COURT of DIRECTORS,
East-India House.*

Honourable SIRs,

You will excuse a further intrusion on your time in addition to my letter of June last; but as my proposition may be a means of bringing the different questions between us to early issue, and at the same time with equal justice to both parties, I have no doubt but that you will gladly accede to it. It is, that both the questions arising from the bill in Chancery, and those in my letter above alluded to, may be submitted to the arbitration of two or more of the first and most respectable merchants of the city of London, and whose decision shall be final according to the rules of arbitration; for as much of it is matter of accounts, and commercial facts, they will more immediately determine it, and without that expence which is the natural consequence of a law decision. Permit me to say further, in answer to the difficulty which is by some supposed to exist, viz. That a suit once commenced cannot be withdrawn by the Court of Directors; that a Bill of Discovery is not a suit commenced, but on
the

the contrary is for the purpose of ascertaining if there are grounds upon which a suit may be instituted.

‘ I make this proposition as a resource still left: the moment is too serious for compliment. Let the immortal daughter of reason and of justice govern; for I would much rather, that whatever is done should issue as the gift of your bounty and beneficence, than as claims recovered against a struggling litigant.

‘ I have the honour to be, &c. &c.

‘ J. L. KEIGHLY.’

Bath,

28 Nov. 1791.

