

3  
0  
17  
2

Letter...to the Proprietors  
of East India Stock, Relative to  
his Claims on the East India Com-  
pany

By  
George Dodwell

A

0  
0  
0  
0  
1  
7  
6  
9  
3  
3

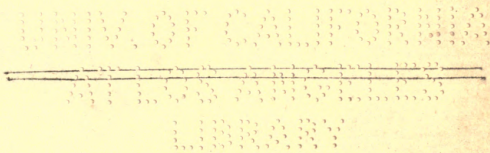


UC SOUTHERN REGIONAL LIBRARY FACILITY

A  
L E T T E R  
F R O M  
G E O R G E D O D W E L L, Esq.  
T O T H E  
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,  
Relative to his Claims on the East India  
Company.

W I T H  
A N A P P E N D I X,

Containing some Original Papers.



L O N D O N,

Printed in the Year MDCCLXXVII.

L E T T E R

FROM

GEORGE DODWELL, ESQ.

TO THE

PROPRIETORS

EAST INDIA STOCK

RELATIVE TO THE VOTING ON THE PART OF

THE COMPANY

AND THE ASSOCIATED

WITH

A N A P P E N D I X

CONTAINING

LIST OF CALIFORNIA

AT LOS ANGELES

LIBRARY

LONDON

PRINTED BY THE PROPRIETORS

463  
A2P2  
1777  
v. 2

C O N T E N T S.

Letter,	Page I
Appendix.—Mr. Godfrey's affidavit,	25
Letters from Capt. Dodwell to the Court of Directors, and their Answers,	30, & seq.

LIBRARY SETS

OCT 10 1940

Zamboni

# CONTENTS

Index	Page
Appendix—Mr. Godfrey's affidavit	23
Jackson v. Capt. Roberts to the Court of Directors	30 & 31
and their Answer	

---

---

TO THE  
PROPRIETORS  
OF  
EAST INDIA STOCK.

GENTLEMEN,

HAVING a considerable demand on the Company, and being disappointed in all my endeavours to obtain an amicable settlement from the Court of Directors, I am reduced to the disagreeable necessity of troubling the proprietors at large; and as the proposition I mean to submit to your consideration is not for an *allowance* of my claims, but for a *reference* of them to an *impartial* examination, *without any expence to the Company*, I trust, that my request will not be deemed unreasonable.

My demand is for the balance of an account current between the Company and me, and for damages. But the relative facts are of such a kind, that it is not possible to state them with justice to myself, without criminating some persons of high rank in the Company's service abroad; whose connections and influence will sufficiently account for the difficulties, which have opposed me in seeking for redress at home. However, I hope to be able to exhibit a short account of my case, with temper and moderation; and, notwithstanding the length of my sufferings from the injuries I have sustained, to avoid all unnecessary reflections.



In July 1765, the Governor and Council at Madraſs agreed with Mr. Kerr, to take up on freight a ſhip of 365 tons, called the *Patty*, for a voyage to the iſland of Sooloo and back again. The objects of the voyage were to ſettle the Eaſt India Company's accounts with the people of Sooloo; and to bring back to Madraſs ſuch of the Company's effects as could be collected, together with ſome Seapoys, who had been left at Sooloo on their return from the ſiege of Manilla, at the concluſion of the late war, and were under the command of Captain Des Plans, a native of Switzerland, who had previously been an officer in a corps of French deſerters at Manilla. I was applied to by the Governor and Council to undertake the voyage, as commander of the ſhip, and as agent to the Company; and being anxious to eſtabliſh a connection with the Company, I accepted of the offer, and gave up a very advantageous voyage to Pegu, in a ſhip, of which I was commander, ſupercargo, and part owner. There was no *written* agreement as to the terms on which I was to perform this voyage, except a covenant in the charter party, that the Company ſhould pay me and my officers at the rate of 1000 Arcot rupees a month, for the purchaſe of that part of the tonnage, which is called the privilege, and otherwiſe might have been claimed by us for private trade. But I was informed by letter from the ſecretary to the Governor and Council, that I was to victual the troops from the time of their embarkation; and I underſtood, that I was to have the uſual batta or ſea allowance for defraying the expence of victualling. I alſo underſtood, that I was to have a ſatisfaction for my trouble as agent to the Company, ſuch as had been paid to others, charged with like commiſſions.

The agreement for the voyage being thus ſettled, I ſet ſail for Madraſs the 1ſt of Auguſt 1765, which was leſs than three weeks after engaging in the ſervice, and ſcarce more than a day after receiving my letters of inſtructions; and notwithſtanding the lateneſs of the ſeaſon, which the Governor and Council themſelves took notice of, I arrived at Sooloo the 25th of October.

At Sooloo I gave my utmoſt attention to the ſeveral affairs which my inſtructions pointed out. I ſettled, in  
writing,

writing, the Company's accounts with the various persons, who were indebted to the Company, received in goods such parts of the balances as could be recovered, and took proper acknowledgments, in writing, for the remainder. Further, in conformity to my instructions, I exerted myself in establishing a good correspondence, both with the Sultan of Sooloo and his people, and with the Buggusses and other foreigners trading there.

When I had transacted the whole of the Company's business with the people of Sooloo, as far as it was practicable, I proceeded to embark the Seapoys; and on the 24th of December 1765 so many were embarked, that I expected to have been ready for sailing back to Madrafs the next day. But captain Des Plans, finding that two of the Seapoys, who strayed out of their limits, had been killed in the woods at Sooloo, insisted on relanding a party of them to revenge the injury, notwithstanding the particular directions I had received at Madrafs to cultivate a good understanding with the Sooloo people, and my strong remonstrances. To gratify this imprudent thirst for revenge, captain Des Plans went in person with a party of 150 men in pursuit of the suspected murderers; and as they were fled, he burnt their habitations and destroyed their stores of provision. This accident gave occasion to a delay of several days. However, on the 12th of January 1766, my ship set sail from Sooloo to return directly to Madrafs. But instead of being able to effect this, I lost two of my anchors; the ship's sails and rigging were greatly damaged by hard weather; and the ship itself, by working to the windward to pass the straits of Balaback, was so overstrained, and became so leaky, as to require two pumps constantly at work. In this situation I held a consultation of my officers, at which it was unanimously resolved to return to Sooloo to stop the leaks; which resolution was signed by captain Des Plans. Accordingly the ship was brought back to Sooloo, where she arrived the 19th of February 1776. On examining her, three dangerous leaks were discovered; and as for want of carpenters and other conveniencies these could only be botched up at Sooloo, it was unanimously resolved in a second con-



sultation, to proceed through the straits of Macassar to Batavia, in order to have the ship thoroughly repaired there before attempting to cross the Indian sea. After this resolution, which was also signed by captain Des Plans, the ship was slightly repaired, and on the 12th of March 1766, I again left Sooloo, and crossing the line stopped at Passier in the island of Borneo the 22d of March, to take in wood and water. Whilst at Passier I had an invitation from the King of that place, and during a visit to him obtained under seal the grant of a free trade for the East India Company to his kingdom, exclusive of all other Europeans, with liberty to erect a fort. This grant, in respect as well of the extent and riches of Passier itself, as of its nearness to Celebes the key of the spice islands, I thought would be agreeable to my employers, and might be the groundwork for a great enlargement of their trade. I also received an invitation from the King of Mandar, a powerful Prince in the island of Celebes, who sent his son to me with a present of gold-dust for the Governor of Madras, and a letter containing an offer of a grant to the East India Company similar to that from the King of Passier.

On the 10th of April 1766, I left Passier, and sailed to Banjarmasseen; and after waiting there ten days to see the S. E. monsoon regularly set in, I proceeded for Batavia, but could not reach it till the 26th of May. Immediately on my arrival I sent to the Governor-general and Council at Batavia a written request for leave to repair the ship; and they ordered a survey of her by the proper officers, who reported her to be in so very bad a condition, that the repair would require too much time to allow her to be refitted by the Dutch artificers. However liberty was given to me to repair the ship by other workmen; and I accordingly used all the means in my power, to expedite the making her fit for going to Madras. But the great variety of the repairs, the difficulty of procuring proper artificers, my being confined to my bed for forty days by the Batavian fever, the loss of all use of my first mate by the same disorder, and the death of my second mate, prevented the effecting this before the 25th of August, when I left Batavia in my way to Madras.

The

The 29th of August I stopped at Prince's island to complete my store of water, as is customary for ships sailing westward. When this was doing, I had not the least suspicion of any discontent on the part of captain Des Plans. The latter indeed, whilst at Sooloo, had expressed some dissatisfaction on account of not having a larger vessel for the troops, and complained to me, for ordering their baggage to be searched, as they were embarking, and their gun-powder to be taken away and deposited in the ship's magazine. But on its being explained to him, that there was more than sufficient room in the ship, and that the taking away the gun-powder was a necessary precaution to prevent fire, he acquiesced ; and afterwards a perfect harmony seemed to prevail. I had the greater confidence in this appearance ; as I had several times accommodated Des Plans both with money and goods, on having his bond and receipt ; and during our stay at Batavia had received from him several friendly letters, the last of which, still in my possession, was only a fortnight before beginning to embark the troops, and contained an application for the loan of 3 or 400 rupees, which were immediately advanced without any written acknowledgement. Taking advantage of this unfortunate security on my part, of my not being recovered from the Batavian fever, and of the opportunity from his being on shore, he formed a plan for seizing the ship and dispossessing me of the command. His chief confederate was one John Marr, a sailor from the Dutch service, who had been retained by me at Batavia, and acted as a substitute for the deceased second mate. In prosecution of their mutinous scheme, they exasperated the Seapoys by telling them, that Des Plans had intercepted a letter from me, offering to sell them to the Malays ; and by this wicked story, and, as it is presumed, by other falsehoods of a like kind, the Seapoys were seduced to join in the conspiracy. Accordingly upon receiving orders from Des Plans, Mahommed Usab, one of the Subadars, assembled a party of the Seapoys under arms the 2d of September in the morning ; and by his command these seized me on the quarter-deck, and forced me into close confinement in my  
cabin.

cabbin, first robbing it, and afterwards taking full possession of the ship. In the afternoon of the same day, Des Plans came on board, and ordered Mr. Godfrey my first mate to take the command of the ship; but on his refusing, Des Plans went on shore again. About twelve the next night, Des Plans, accompanied by Marr and a party of Seapoys, returned to the ship. On their first coming on board, the behaviour and discourse of Des Plans and Marr proved an intention of putting me to death, and orders to fire upon me in my bed were actually given by Des Plans to the Seapoys. But Mahommed Usab objected to killing me, without first bringing me on the quarter-deck and hearing what I could say for myself. This so disconcerted Des Plans, that he found it necessary to give up the design of murdering me; and upon consulting with Marr for a short time, the latter, having first upbraided Des Plans for cowardice in not going through the business, went on shore in the long-boat with his things, and fled to the woods, from which he refused to return without a pardon for his crime under my hand. Des Plans followed Marr on shore with a party of Seapoys; but finding, that he could not be prevailed upon to return, Des Plans went on board the ship again, and once more urged Mr. Godfrey to take the command of her. But he in the most peremptory terms refused, telling Des Plans, that by the laws of the sea, to obey his orders would be death, and repeating the same thing to the ship's company. Thus reduced to the extremity of not being able to proceed without my aid, Des Plans sent Mr. Godfrey with a letter to me, and also with a message desiring me to navigate the ship to Bencoolen. I answered, that if I was released from confinement, I would take charge of the ship as pilot. This was agreed to, but before Des Plans would permit the ship to weigh anchor, I was required to sign a paper promising to carry the ship to Bencoolen; and, as I knew, that all opposition would be fruitless, I complied.

In this state of things, the ship left Prince's island the 6th of September, shaping her course towards Bencoolen. During the passage Des Plans, though often applied

to, refused to permit the chests and lumber on the deck to be put into the hold, or any part of the ship to be cleansed; his object being to have her appear at Bencoolen with every possible disadvantage, in order, that he might thereby create a prejudice against me, and colour his own criminality, by the pretence of having seized the ship to rescue the troops from ill treatment. On the 15th, perceiving a ship and a snow with Dutch colours at a small distance, I desired Mr. Godfrey to give a signal of distress, and fire a gun; but Des Plans being informed of it by one of his people, and knowing, that the laws of the sea would authorize even foreigners to give me aid, and to imprison those who had forcibly seized my ship, commanded the signal to be taken down, and the gun to be unloaded.

After this incident of meeting the Dutch vessels, nothing material happened till the ship's arrival at Bencoolen, which was on the 24th of September, 22 days from Des Plans's piratical seizure of the ship; a time fully sufficient, at that season of the year, for carrying her to Madras. When the ship reached Bencoolen, my Batavian fever having been greatly aggravated by my sufferings from the criminal acts of Des Plans, I was so enfeebled, as to be scarce capable of moving without support. However, immediately on being landed, I made shift to wait on Mr. Carter, the Governor at Bencoolen, and, in the best manner the fever I languished under would allow, represented the crime Des Plans had committed, and declared my intention of bringing Des Plans and his confederates to trial at a court of admiralty. But Des Plans had been previously with the Governor, to whom he endeavoured to exculpate himself, by falsely imputing to me ill treatment of the Seapoys, and insinuating that I had an intention of carrying them to Bengal; and the cold reception, my complaints met with, convinced me, that Des Plans's base representations had succeeded too well, to leave me much hopes of redress from Mr. Carter; for he affected to treat the charges against Des Plans as a *private difference*, which ought to be settled at Madras, adding, what, since my return from the East Indies, I have found to be a gross falsehood, that there was *no admiralty*

*rality jurisdiction at Bencoolen.* On leaving the Governor I went into lodgings, where I was confined to my bed by the violence of my fever for more than ten days, with little expectation of recovery; during which time the Governor and Council, taking a *cruel* advantage of my situation, discharged my ship from the Company's service, and signed a protest against me and Mr. Kerr the owner, full of the most injurious allegations. This injustice was the grosser, as the protest was made without any examination of witnesses, or giving me the least opportunity of justifying myself. However, the violence of my fever being in some degree abated, I was not discouraged from taking measures to secure justice to myself, and punish Des Plans. With this view, I wrote a letter to the Governor and Council, requesting to have a copy of Des Plans's written charge against me; proposing, that they should take the affidavits and depositions of the several persons on board the ship, lest death, or other accident, should deprive me of their testimony; offering to enter into bonds to prosecute Des Plans and the partners of his crime; and suggesting, that, notwithstanding the want of an admiralty jurisdiction, they might, perhaps, be authorized to compel him to give security for his appearance. But this letter was wholly disregarded by the Governor and Council. They refused a copy of Des Plans's charge; *because they proposed sending it to Madras, and did not intend to enter into the merits of the dispute between Des Plans and me.* They declined taking the examination of witnesses, *because they could not be of any use.* They refused to take any precaution to oblige Des Plans to appear, *because they had no doubt of his going to Madras.* They artfully confirmed me in the *error*, into which I had been previously led, about the *admiralty jurisdiction*; for *they avoided explaining to me, that they had a grant of it*, and referred me to the Governor and Council of Madras.—It is scarce possible to conceive grosser misbehaviour than what appears on the face of the letter, which contains this answer from the Governor and Council at Bencoolen.—My charge against Des Plans was for a *capital* crime, stated with the *affecting* circumstances of *ingratitude, treachery, and a design to murder.*

*Goldly*



*Coldly* to denominate this a *dispute*, was an *unfeeling abuse* of words. To *refuse to examine* into the grounds of this charge, when they were possessed of jurisdiction to try the *crime*, was a *shameless breach of their duty*; and to *deceive me into a belief of their not having a jurisdiction*, was a *meanness* of the lowest species.—Des Plans's charges against me, though not for crimes, were of a serious kind, both in respect to my fortune and character. To ground a protest against me upon these charges, without hearing me or my witnesses, was of itself a great injustice. But, after thus *deciding* on the affair *without a hearing*, to say they did not intend entering into the merits, to refuse me a copy of the accusation, to tell me that I should see it at Madras, and in the mean time to refuse taking any examinations, was complicating *inconsistency* with *injustice*, and made the highest and most insulting aggravation of the original injury.—On receiving this injurious letter from the Governor and Council at Bencoolen, I resolved to embrace the earliest opportunity of going to Madras, in order to obtain that justice there, which at the former place I had been so strangely disappointed of. But as the *Patty* for want of proper assistance was stranded at Pullo-bay near Bencoolen, I was under the necessity of purchasing another vessel for the voyage. The only one, I could meet with, was a snow belonging to Governor Carter; and, though his agent Mr. Coles had bought her a few months before for 800l. when she was in a much better condition, yet the Governor was so exorbitant as to insist upon 2500l. from me. My situation was such, that I was obliged to buy the snow at this unreasonable price; the Governor taking a respondentia bond for one half of the money, and a draught on the presidency at Madras for the other half.

As soon after purchasing Mr. Carter's snow as the season would permit, I set sail for Madras, where I arrived the 16th of July 1767. I immediately waited on Mr. Bouchier, then governor of Madras, and delivered to him a packet from the Governor and Council of Bencoolen, which I understood to contain an account of the proceedings in my case, together with a



private letter from Governor Carter. Mr. Bourchier received me in the rudest manner; and, after reading Mr. Carter's letter, broke out into a violent passion, and reflected upon me with very indecent language, such as at any time would have been deserving of severe reprehension, but was then particularly unmanly; because he knew, that there was no sort of insult, but what in his situation as governor might be offered with impunity. This beginning, so inauspicious to me, was soon followed with other events, which proved, that I was as far from justice at Madras, as when at Bencoolen.

One of the first things done by me, after coming to Madras, was preparing my account with the Company, the ballance of which amounted to upwards of 5000l. in my favour, though I only carried the account to the time of the ship's discharge at Bencoolen; and also though I *suspended* making any charge for my trouble as agent to the Company at Sooloo; which I was induced to do; because no terms had been stipulated on that head, and I was then ignorant what was the usual allowance, and I wished to remove every obstacle to immediate payment. In this account credit was given to the Company for the half of the 2500l. for which I had given a bill to Mr. Carter. But notwithstanding the large ballance claimed by me, the Governor and Council by a letter of the 10th of June 1767, informed me, that they declined accepting the bill given to Mr. Carter, till *all* my accounts were adjusted. This delay of the acceptance furnished Mr. Bourchier, as attorney for Mr. Carter, with a pretence for protesting the bill, which was accordingly done, with a threat from Mr. Bourchier to sue me, unless the respondentia bond was immediately paid. Such a step was of course a great shock to my credit. But it was still further hurt by Mr. Bourchier's unjustly, and, as it is conceived, without authority, *refusing to permit my snow*, which could not stay at Madras without great danger from the season of the year, and a heavy expence and loss, to set sail for Bengal, till both the respondentia bond and the bill were paid; a step the more oppressive, as I declared my intention of remaining myself at Madras. How-  
ever

ever I was able to give sufficient security for paying off the respondentia bond. As to the bill, the protest having sufficiently wounded me, and the intention being to effect this without prejudice to Mr. Carter, the Governor and Council at last found out, that there would be a *ballance due to me* beyond the bill, and therefore paid it without waiting for the adjustment of the account. The resolution of the Governor and Council for this purpose is dated the 13th of August, 1767, and was thus expressed: "*As there will, upon settling Captain Doddwell's accounts, remain a ballance due to him, exceeding his bill, for Spanish Dollars 5000. drawn in favour of Roger Carter Esquire, it is agreed, that the said bill be discharged.*" But this payment was made without notice to me; nor was I informed of it till afterwards, when, there being no purpose to answer for Mr. Carter, the Governor and Council once more altered their language, and charged me with a ballance of 520l. Is it possible to state a more apparently partial proceeding, than this shifting and capricious conduct of the Governor and Council? Was it not natural, that, on comparing Mr. Bouchier's personal abuse at the first interview, with his subsequent illegal conduct in preventing my snow from leaving Madrafs, I should impute this oppressive partiality of the Council to his influence?

The next thing I gave my attention to was obtaining written depositions from Mr. Godfrey the chief mate, Edward Johnson the gunner, and such of the sailors on board the Patty, when Des Plans's mutiny broke out, as I had been able to keep together; and, as I found no steps taken by the Governor and Council for examining them, I applied to Mr. Sadlier the Mayor of Madrafs, who examined the witnesses personally, after which they signed affidavits, and he subscribed to their having been taken in due form. These affidavits, containing the fullest proof as well of the crime committed by Des Plans and his accomplices, with all the circumstances already stated, as of my good usage of the Seapoys, were soon after transmitted to the Governor and Council. I had some hopes, that the sight of these proofs might remove the ill impressions of the Council, and expedite the settling of my accounts.

But their silence soon convinced me, that they were equally averse to all attempts to criminate Des Plans or to exculpate myself; and, though I addressed them with several very pressing letters, they suffered me to remain without an answer till the 28th of September, when they sent me a letter, containing objections to the account I had delivered in; and giving notice, that they should suspend a final settlement of the account till the arrival of Des Plans. As this letter explains the reasons, on which the Board afterwards made out an account charging me with a ballance to the Company, an answer to it will fall within the observations I shall make, when I come to that account.

Three or four days after my receipt of this letter from the Governor and Council, Des Plans arrived at Madras in the Royal Admiral; and in the same ship Marr, who had absconded from me at Prince's island, was brought in irons for mutinous behaviour to the chief of a settlement subordinate to Bencoolen. When I heard of their landing, I immediately went to Mr. Pybus one of the Council, who was sitting magistrate for the week; and I told him, that I came to charge Des Plans and Marr, and their accomplices, with the crime they had committed on board my ship whilst at Prince's island; and *I required Mr. Pybus to take my information on oath, and grant me a warrant for apprehending the criminals.* At the same time I shewed him my information in writing, together with the affidavits, which Mr. Godfrey and eight others of the sailors on board the Patty had sworn to before Mr. Sadleir, observing to Mr. Pybus, that *these witnesses were ready to attend him and to add their testimony to mine.* After some hesitation he peremptorily refused to take my information or in any other respect to interpose his authority. This shameful breach of duty by Mr. Pybus as a magistrate convinced me, that the course of justice was entirely obstructed in my case, and that it would be fruitless to persevere in the prosecution of Des Plans. However in order to record in the best manner I could Mr. Pybus's indecent misconduct, I signed a protest against him for denying the exercise of his authority, and sent it to him regularly attested by a notary publick.

It being now manifest, that I was not to expect even the semblance of justice from the Governor and Council at Madrafs, I had little hopes of their paying me the *whole* of the balance due on my account current. Yet a conviction of the fairness of my demands led me to suppose, that I should receive a *considerable* part, which, in the distressed circumstances such a series of oppressions had involved me, was an object of importance. But the Governor and Council at last condescended to release me from the mistake I was under; for, about three weeks after Mr. Pybus's extraordinary refusal to take any information against Des Plans, they sent me an account, by which I was made a debtor to the Company in 1280 Pagodas or 512 l. The manner of converting me, by a few strokes of the pen, from a *creditor* into a *debtor*, was briefly this.

In my account I had charged the *usual* batta or sea allowance, for victualling the troops from Sooloo to Bencoolen. But the Governor and Council, in their account, only credited me for *one half*, under pretence, that I had not treated the troops properly, either in respect to *provisions* or *accommodation*, and that I had been guilty of *unnecessary delays* in the voyage. This deduction, *making a difference of more than 1900 l.* was founded on the most unjust accusations. As to the provisions and accommodations, Mr. Godfrey, and the sailors on board the Patty, who were examined on oath, deposed, that the Seapoys were treated in the same manner as my own crew; that the provisions were good and sufficient; and that they never heard the Seapoys complain either of their provisions or accommodations, till after the seizure of the ship at Prince's Island; and I am still in possession of vouchers, which prove my having purchased at Batavia a quantity of provisions, treble more than might be expected to be necessary for the voyage to Madrafs, and at such a price, as will evince the goodness of the quality to those conversant with the subject. In respect to the delays in the voyage, independently of their being merely inferred from length of time, the Governor and Council had before them the fullest proof, that they were all unavoidable. Two of the instances of imputed delays were returning to  
Sooloo



Sooloo a second time, and afterwards going to Batavia. But the necessity of both these measures was proved, not only by the log-book, and the affidavit of Mr. Godfrey, my first mate, but was even attested by Des Plans himself, who had subscribed his name to the previous consultations I held. The other principal instance alledged was the length of my stay at Batavia. But this was accounted for, by the bad state of my ship when I arrived at that place, the difficulty of repairing there, and my illness, and that of my officers; and Mr. Godfrey had sworn to our time's having been employed in refitting the ship; and if the board at Madras had not decided without hearing me, I could have adduced other proofs, particularly vouchers shewing the expenditure of nearly 1000 l. upon the ship whilst at Batavia.

Another charge in my account was the sum of 1991 l. for the privilege of me and my officers, being after the rate of 1000 Arcot rupees a month, from my leaving Madras, to the ship's discharge at Bencoolen, according to the terms of the charter-party with the Company. But the Governor and Council at Madras, in their account, did not think fit to allow any thing for privilege. The reason they assigned, was, that I had forfeited all pretensions to *privilege by private trade* on board the ship. To this I answer.—1. That the private trade I carried on *bore no proportion to the extent of the privilege*; for the privilege amounted to *sixty one tons* in the hold; but I carried to Sooloo on my own account *scarce three tons* of goods, as appears by the invoice, and if the hold had not been under ballast, these might have been stowed, either in the great cabin, the gun-room, or the store-rooms, all of which I was entitled to the use of, *independently of the privilege*.—2. That the goods, I carried out, were put on board publicly, *with the knowledge of the Governor and Council at Madras*; and *more than half* were purchased with 2000 Pagodas, *which themselves had advanced me towards victualling*, and the other contingent expences of the voyage; and *all were essential to the voyage*, as Pagodas were not current at Sooloo, and Dollars were not to be had at Madras, which the Governor and Council themselves

themselves mentioned in their letter of instructions.—

3. That the goods, I brought back on my own account, did not exceed *nine tons*, and were the *barter for such of the goods I had taken out, as I could not dispose of for money*; the remainder of the goods I had on board, when the ship arrived at Bencoolen, being either the *property of the Company*, or such as I *had taken upon freight for their benefit, instead of ballast*.—If this explanation had been attended to, and the Governor and Council at Madras had not been under the influence of the most invincible partiality, I apprehend, that they would not have construed my taking goods on board, under the circumstances I have stated, a forfeiture of the sum agreed to be allowed for privilege.

Another article in my account was a charge of 300 dollars or 75l. for an interpreter to enable me to transact the Company's business. But the Governor and Council in their account did not allow me *one shilling* for this article. The reason they assigned was, that *Captain Des Plans declared he acted as an interpreter whenever I desired him*. But Des Plans's assertion against me, who accused him of a capital crime, ought not to have been credited without the support of more unexceptionable testimony; and if the assertion had been true, it was *too vague* to warrant the inference of the Governor and Council. The fact was, that Des Plans did not know the Malayan language well enough to act as an interpreter; that I had hired one at Malacca in my way to Sooloo; and that I kept him to the time I left Batavia, which was about twelve months. Without such a person I could not have transacted my business; and he was particularly necessary at Sooloo, where I had so many accounts to settle between the Company and the natives. To this interpreter I paid much more than 75l. for that sum was only the proportion I thought it reasonable to charge to the Company with; the *remainder* being charged to the ship's owner, who, notwithstanding the example of the Governor and Council, allowed the charge in the accounts I settled with him.

A further charge in my account was the sum of 275 dollars, or 62l. 10s. for presents I had sent to the king of Passier and his nobility. But the Governor and Council



Council at Madras disallowed the whole of this article ; because *I had no authority to transact with him on the Company's account.* Yet Governor Bouchier accepted of the *gold-dust*, which I brought from the King of Passier, and which, as I had reason to believe, was much more than equal to the presents I charged the Company with. Some will think, that the man, who obtained for the Company the grant of a free and exclusive trade to a country of no small consequence in the East, without any stipulations on the Company's part, ought at least to be paid the trifling sum of 62l. 10s. as a part of his expences on the occasion ; whether the charge is strictly legal or not. But be this as it may, how can Governor Bouchier reconcile his retaining the gold dust I brought from the King of Passier, with refusing to allow for the presents I gave in return ?

I had charged in my account 275 dollars or 68l. 15s. for wood and matts, bags, boat, and cooly-hire, for some sago and cowries, which I had received in part of payment of the Company's debts at Sooloo. But the Board in their account omitted this sum intirely ; though it was a very reasonable charge, and I then had and still have the vouchers to support it.

Another article in the credit of my account was a sum of 11118 rupees, or 1389l. 15s. for money and goods advanced to Des Plans on the joint credit of the Company and himself ; for which he had given me his bond and receipt. But the Governor and Council, in their account allowed me credit for only 1010l. under pretence, that the goods, which Des Plans had from me, were sold at an exorbitant price ; though they did not explain, what the overcharged articles were. The fact was, that I had sold them to Des Plans at less than the *whole-sale* price, which was current at Sooloo, and he had preferred them to money ; and by so doing made a great profit, as he discharged with them some debts to the Buggusses, which, if they had been paid in money, would have been a great disadvantage to Des Plans. In order to render this injustice in depriving me of 370l. out of 1380l. more plausible, the Governor and Council, in their account, falsely stated only 1100 rupees to have been advanced by me, in money ; when the truth was,

was, that Des Plans by a receipt acknowledged to have received 2000 rupees in *money*, and not more than 2000 of the 9118 rupees remainder of the debt, for which he gave his bond, were advanced in goods; nor was there any evidence to the contrary, except the verbal assertion of Des Plans.

Having thus deprived me of above 4400l. in the *credit* of my account, the Governor and Council completed the injury, by adding to the *debit* two sums, neither of which I was chargeable with.—Of these the principal, and only one worthy of notice here, was a sum of 1025l. for an alleged deficiency in the produce of some goods, which I took in barter on the Company's account. The facts relative to this article were these. Before I sailed from Madras for Sooloo, the Governor and Council sent some blue and white long cloths on board my ship, with written instructions to dispose of them to the best advantage in concert with Captain Des Plans. When I was at Sooloo, I found, that these cloths were so ill chosen for the market, as to render an advantageous sale of them for *money* impracticable. This being the case, I was glad of the opportunity of bartering them for some wax pearls camphire and ebony, which I had reason to believe would finally bring a very large profit to the Company; their cloths being rated in the barter at 100 per cent more than the invoice price; and the wax camphire and ebony, taken in return, being valued according to the rate settled between Mr. Dalrymple and the people of Sooloo when he was there as agent for the Company; and the pearls being rated in a way equally for the Company's benefit. As this barter was likely to be so profitable to the Company, and was made with the knowledge and consent of Des Plans, I had not an idea, that I should be deemed to have acted against the sense of my instructions. On the ship's arrival at Bencoolen, the Governor and Council there insisted on taking these bartered goods into their possession, and gave me a receipt for them; from which time I considered this transaction as wholly closed between the Company and me; especially as they sold the wax before I left Bencoolen. But more than a year after, the Governor and Council at Madras

D

required

required me to take the camphire pearls and ebony, back again; and, though I refused to take them, as well on account of the camphire's being injured in quality by the length of time, and the season's being so far advanced, that the pearls could not be sent to the China market for a year to come, as because I did not choose to open a closed transaction, yet the Governor and Council at Madrafs, in their account, not only charged me for the Company's bartered cloths, but rated them 100 per cent beyond the invoice price, in the same manner as I had done in bartering them. But I submit to those conversant with mercantile subjects, whether this manner of proceeding was not wholly unjustifiable. The spirit of my instructions seems fully to have warranted the barter I made; or if it had not been so, taking the bartered goods from me at Bencoolen, and selling part of them, so confirmed the transaction, as to take away all pretence for afterwards impeaching it; or should I be mistaken in both these points, still it was a most unreasonable thing to charge me with a profit of 100 per cent on the invoice price of cloths, which, though I bartered them after that rate, could not be sold at Sooloo for money at any rate, and, if they had been brought back to Madrafs, would not have sold there for more than three fourths of the invoice price. There is the less excuse for this injustice, as I actually made an offer to take the remainder of the goods I received in barter, if the Governor and Council would accept of the *invoice price* of the Company's cloths, and *nine per cent interest from the date of the invoice*, which would have been a *profit of 25 per cent.* on the invoice price. This offer being rejected, the camphire pearls and ebony were left in the Company's warehouse at Madrafs, where I suppose they still remain.

Such were the principal operations, by which the Governor and Council eluded the large ballance, which was due to me; and the result was, that, instead of having more than a principal sum of 5000 l. with East India interest to receive, I found myself charged with a debt of above 500 l. to the Company, a charge, which was equally contrary to the truth of the case, and the *Board's own resolution* two months before, and proved, that

that I was to be *debtor* or *creditor*, as, for the present moment, best suited the plan of oppression. Left, too, this gross injustice should fail to deter me from any further proceedings, they gave the finishing stroke, by promoting Des Plans to a majority; one reason, *expressly* assigned in the Council books, being *his spirited conduct in obliging me to proceed with the Patty to Fort Marlborough*.

After experiencing so much oppression from the Board at Madras, I thought it high time to remove myself out of the reach of their persecution; and accordingly, I left that place about January 1768, and went to Pondicherry, whence I proceeded to Calcutta. Having settled various accounts with some merchants there, I went to Bombay, and at this last place was engaged by Governor Hodges and others in two voyages, which turned out so profitable, that I found my circumstances such, as enabled me to return to England, where I arrived in November 1771. I immediately began to prepare a narrative of my case for the Directors; but the relative papers and vouchers were so numerous, that I was not able to lay it before them till a year after my return. My case was referred to a committee of trade; but they suffered *nine* months to pass without proceeding in the business. At length, in consequence of several pressing letters, I was summoned to attend the committee; but nothing of consequence passed; and not hearing from them for three months more, I, in January 1774, wrote a letter to the Directors, reminding them of the business. But before I sent this letter in, I showed it to the then chairman Mr. Wheeler, who, to my great astonishment, told me, that my case had been decided against me above a month before. This information was soon confirmed to me by a letter from the Company's secretary. Extremely mortified at having my claims thus decided upon by the Directors, without examining me to any of the points in question, or so much as entering into the consideration of any one article of the account current, though whenever I heard of the committee's meeting, I attended with my papers and vouchers; I applied to the court of Directors for a revision, and accordingly my case was once more referred to a committee. The first time of attending them, I

found, that the delay, imputed to me in the voyage between Sooloo and Batavia, was the object under their immediate enquiry, and that they were ready to adopt an erroneous opinion in consequence of some *gross falsifications* in the copy of my journal, which had been transmitted by the Governor and Council at Bencoolen. These immediately occurred to me, and at the next meeting I laid before them the original journal, on comparing which with the copy, the latter appeared, and was acknowledged, to be so essentially different from the former, that I understood the Committee to *approve* of my conduct in respect to the navigation of the ship till my arrival at Batavia; and as the charge of wilful delay, before I reached that place, was one principal foundation of the protest for discharging my ship at Bencoolen, I at length entertained hopes of a full and candid examination. But these were soon dissipated; for, instead of proceeding to the other points of the case, the Committee stopped short in the inquiry, and reported it as their opinion, that I *had no just demands on the Company*. The substance of this report, as it was afterwards confirmed by the Court of Directors, and therefore, without explanation, might raise a presumption against the justness of my claims, is proper to be stated and observed upon.

The first opinion it contained was, that *my going into Quedah* in my way to Sooloo *was unnecessary*, and therefore *improper*. This charge was not only new, but *unknown* to me, till I read the report; and had I been examined to it, when I attended the Committee, nothing could have been more easy than to have answered it. Quedah, at the season I left Madras, was right in my way, and was the best and safest passage to Sooloo, on account of the land and sea winds, which then prevailed on the Malay coast. I stopped only four days, to take in wood, water, and provisions; part of which time I was kept for want of wind; and if I had not taken this advantage of supplying myself at Quedah, I must afterwards have staid a longer time at Malacca, to have procured the like necessaries. Further, notwithstanding the lateness of the season, I made good my passage to Sooloo before the shifting of the Monsoon.



Monsoon. In other words, my going to Quedah made no sort of difference in the voyage ; and so the Committee would have found, if they had examined me to this point, or had understood the nature of the navigation, and had sufficiently adverted to my journal, and the affidavit of Mr. Godfrey, my first mate. But at the worst, as my passage was not lost, the imputation is of too trifling a nature to have any influence on my demands.

In the next paragraph the report acquits me of every misconduct in the navigation of the ship from Quedah to Sooloo, and from thence to Batavia. This, I conceive, to be a very important concession, as it wholly exculpates me from the principal parts of those unnecessary delays, which were imputed to me by the boards at Bencoolen and Madrafs.

The next passage in the report alledges, that *my stay at Batavia was much longer than appeared to have been necessary*. But if the particular circumstances, by which I explained my stay at that place, had been taken into consideration, together with the vouchers in my custody, relative to the repairs of my ship, which would have been produced, if the Committee had continued their enquiry, they could no more have blamed me for my stay at Batavia, than for going there.

The remainder of the report consists of a general conclusion against my having any demand on the Company, expressed to be chiefly founded on the decision of the Board at Madrafs, and without specifying an opinion on so much as *one article of the account current*, containing a *single word* on the *piratical seizure of the ship*, and the *various injuries and oppressions* of the Company's servants abroad.—Thus, after flattering me for nearly *two years* with hopes of a full discussion of my case, the Directors avoided going into the principal points of it, and ended with *presuming* in favour of that very decision of the Governor and Council at Madrafs\*, from which I appealed.

When

\* It is the more extraordinary, that the Directors should give such implicit credit to the Board at Madrafs ; as soon after my leaving that place, the Court of Directors ordered Governor



When the Directors had come to this second resolution against allowing my demands, I saw it would be in vain to attempt troubling them with any further application of an amicable kind. I therefore filed a bill in Chancery against the Company, knowing, that, from the necessity of an answer, the Directors, however disinclined, must once more resume the consideration of my case. But, immediately after, I sent in a letter to the Directors, explaining this to be the principal view with which I made this last effort to procure justice, and proposing an amicable adjustment of my affair. The substance of my proposal was, that the Company's Solicitor should draw a state of my case for the Attorney General's opinion on my account current; and that his decision should be final to me, but not binding upon the Directors, unless they should think proper to make it so; the only terms, I desired to stipulate for myself, being a liberty to see the case when stated, and to transmit to the Company's Solicitor such observations, as I should conceive to be necessary for my own justification. I added, that if the Attorney General should decline giving his opinion, I was ready to submit to the award of the Solicitor General, or any other indifferent gentleman of the bar the Directors should name; that I would pay the whole costs of the reference; and lastly, that, if this reference to my account current was consented to, I would release the Company from all claims for damages, and in respect to these, would wholly rely on the Company's honour for any sum the gentleman, to whose opinion the case should be left, might recommend.

This proposal the Directors have thought proper to reject, founding themselves on the discussion they have *already given* to my pretensions, and also suggesting,

vernor Bouchier *home for misconduct*, and severely reprimanded the council under him. This appears by the following extract from the Company's general letter, which was sent to the Board at Madras in 1775, when Lord Pigot was last appointed to the Government there.

"So great was our *resentment* against our *President and Council*,  
 "that we not only ordered Mr. Bouchier to quit the government,  
 "but *severely reprimanded the members of our Council.*"

that

that they have acted with the *assistance of the Company's law-officers*. Naming the law-officers induced me to apply to know, whether any case was ever stated to the Company's counsel, or he had given any written opinion, and if so to have copies; but the Directors have thought fit to refuse every *part* of the information I desired.

Thus disappointed in the attempt to obtain an amicable reference from the Court of Directors, I now make my appeal to the justice of the Proprietors at large; trusting, that from their sensibility I shall experience a very different sort of treatment.

I do not request, that the Proprietors should give me credit for any of the facts I have stated, or that they should allow the debt I claim to be due from the Company; or, even that they should give themselves the trouble of deciding upon my claims.

What I apply for, is a reference of my demands to the decision of an impartial arbitrator between the Company and me. To render the proposal more unexceptionable, I submit to be finally bound by his decision, however unfavourable to me; and yet I agree, that, if favourable, it shall not be conclusive to the Company.

It cannot be objected, that complying with my request will bring upon the Company any improper expence; for I consent to pay all the fees and other incidental charges.

It cannot be objected, that I expect an unreasonable sum for damages; because though I know myself to have been most cruelly oppressed by the Company's servants abroad, yet I consent to wave my claim to damages, and to confine the reference to my *account current*.

If it is objected, that the Directors have already given a full discussion to my claims, I deny the fact; and I beg leave to assert, that, either in consequence of the influence arising from Mr. Bouchier's connections and fortune, or from the want of sufficient time to examine into my case, their inquiry was most imperfect; and I appeal to the terms of their own report. But should I admit the fact to be otherwise, it would not prove the  
reference

reference I ask for to be unnecessary; because the Directors, though not *personally* interested against me, are so *officially*, and therefore their opinion, without any disrespect to them, may be well supposed to have been influenced by a partiality for the Company and their servants; nor is it any incivility to impute a like partiality to the Company's law-officers, if *they really did* give any opinion to the Directors, which I have reason to believe was not the case.

Upon the whole, I submit, that the proposed reference is free from every sort of objection; that, as on the one hand it will remove improper obstacles to the satisfaction of my claims, if they are *just*, so on the other hand, it will produce an effectual condemnation of them, if they are *unjust*; and lastly, that thus opening the door to an impartial examination, without forcing me to risque a suit, which, however well-founded, might by its tediousness and expence create *new embarrassments*, instead of healing *old injuries*, will not more conduce to justice to me, than it will reflect honour on the Company.

GENTLEMEN,

I have the honour to be

Your most obedient

and most humble servant

London,  
April 25, 1777.

GEORGE DODWELL

## A P P E N D I X.

## Affidavit of Mr. GODFREY, Captain Dodwell's First Mate.

**W**ILLIAM GODFREY, \* late chief mate of the ship *Patty*, Captain George Dodwell commander, maketh oath, and saith : That he proceeded in the said ship from Madras to Sooloo, as second mate ;—that, in crossing the bay, meeting with fresh gales, they split the sails, and occasioned many other accidents ;—that, on the twenty-third of August, in the year of our Lord one thousand seven hundred and sixty-five, being off the port of Cudda, and having little else but light airs and calms, Captain Dodwell embraced the opportunity of stopping there, to enlarge his stock of provisions, and continued there about four days, and from thence proceeded to Malacca ; where the said ship arrived the seventh day of September, in the said year one thousand seven hundred and sixty-five, and procured water, and such other necessaries as could be procured, for the said ship's use ; and, on the eleventh day of the said month of September, sailed for Sooloo, and arrived there on the twenty-fifth day of October following ; and after staying there about seventy-five days, transacting the Company's affairs, and taking in necessaries for the ship, &c. Captain Dodwell received the troops on board, and put to sea, in order,

\* The principal facts, sworn to in this affidavit, are confirmed by the affidavits of *eight* others of the crew of Captain Dodwell's ship, being all of his sailors who happened to be at Madras when the examinations were taken. If the Governor and Council at Bencoolen had not refused to take the examinations, when Captain Dodwell proposed it, there were many witnesses more, who were ready to have sworn to the same facts.

as this deponent verily believes, to return to Madras ; but meeting with a hard gale of wind, the ship's sails and rigging were very much damaged ; and having lost two anchors, and sprung a leak, a consultation was held, on the eighteenth day of February, in the year of our Lord one thousand seven hundred and sixty-six, between the said Captain Dodwell, Captain Des Plans, Dennis Holland first mate, and this deponent ; the result of which was, to return to Sooloo, which was done accordingly ; and, after getting what small assistance that place could afford, towards refitting the said ship, and she still remaining very leaky, another consultation was held, in Sooloo roads, on the twenty-fourth day of the said month of February, and it was determined to proceed to Batavia ; in pursuance of which, on the twelfth day of March following, the said Captain Dodwell put to sea for that purpose, and stopt at Passier on the twenty-second day of the said month of March, provided wood and water, and, on the ninth of April following, put to sea, and endeavoured to weather the south end of Borneo ; which, with great difficulty, was done ; and, on the twenty-third of the said month of April, came to an anchor off Tomborneo, and continued there till the tenth day of May following, and then proceeded to Batavia, where the said ship arrived the twenty-sixth day of the said month of May ; and, during her stay there, the time was chiefly taken up in repairing her ; but as it was very difficult to obtain water there, the said Captain Dodwell determined to proceed to Princes Island, and on the said Captain Dodwell, Capt. Des Plans, Mr. Burnet of Batavia, and this deponent's going on board for that purpose, on the twenty-second day of August, Mr. John Marr, whom Captain Dodwell received on board, at Batavia, as second mate, in the presence of this deponent, the said Mr. Burnet, and Captain Des Plans, complained to Captain Dodwell, that the Seapoys, when they went on board, were inclined to be mutinous, persisting in carrying jars, and all manner of dirt and filth between decks ; which he endeavouring to prevent, one of them took a billet of wood, threatening to throw it at him ; upon which he was under the necessity of going to the  
cabin



cabin, and bring out a pistol to terrify him ; threatening, if they would not desist, he would immediately make a signal of distress to the Dutch ships, and have them secured, and punished for mutiny, or to that effect ;—that the said Captain Dodwell proceeded with the said ship to Princes Island, where he arrived the twenty-ninth day of August ; and, during her stay there, Mahomad Uiab, subadar, in a mutinous manner, on the second day of September following, got the Seapoys under arms, forced Captain Dodwell (who was then on the quarter-deck) into his cabin, and closely confined him there ; robbed the cabin, and took full possession of the ship ; placing two centinels, with bayonets fixt, before the cabin door, and one centinel in the stern gallery, with a drawn scymetar ; and, for some time, refused him, this deponent, admittance to speak to the said Captain Dodwell, or even to go to the stern gallery :—that, the next morning, the mutineers, or part of them, seized the long boat, forced into her a Lascar, and took her on shore ; and, in the afternoon of the same day, Captain Des Plans came on board, and ordered him, this deponent, to take the command of the ship, without assigning any reason for it, or telling him where he wanted him to carry her to : but, on this deponent refusing so to do, the said Captain Des Plans returned on shore again. The mutineers, or part of them, were constantly armed :—that, the next night, the long boat returned, bringing with her Captain Des Plans, the said Mr. Marr, and a party of Seapoys, and they drew up in two ranks, upon the larboard side of the quarter-deck, armed ; and, to the best of this deponent's recollection, with bayonets fixt. Mr. Marr, coming into the ship, said, “ I am Captain of this ship : he's a dead man : ” (meaning, as this deponent verily believes, that the said Captain Dodwell was a dead man) : and this deponent desired to know whom he meant ; and he replied, “ Ask no questions : if you have any regard for yourself, go forward.” But on this deponent's requesting leave to stay to receive Captain Des Plans, he, this deponent, obtained it ; Mr. Marr, having first asked Captain Des Plans's consent : and when the said Captain Des Plans came on board, he,



this deponent, asked him the occasion of the people's being drawn up, and under arms; and told him, he feared some bad design was going forward. He replied, "There is no harm meant to you; (meaning this deponent) make yourself easy." This deponent replied, "I know you intend me none, but I fear Mr. Marr may." Upon which this deponent and Captain Des Plans embraced each other; when the former burst into tears:—that this deponent found, the said Captain Des Plans had got one or more pistols on each side, under a cloak which he had on. Mr. Marr coming up to Captain Des Plans, told him, there was no time to be lost: making use of the words, "Let us do the business," (or to that effect): after which the said Captain Des Plans, and Mr. Marr, went on the quarter-deck, towards the cabin door, and this deponent went forward:—that the gunner and quarter-master coming up about that time, were ordered forward, (all, or most of the ship's company being forward before):—that, by a Seapoy's information to this deponent, Captain Des Plans was the person agreed on, to carry their design into execution; which was, as the said Seapoy informed this deponent, to murder Captain Dodwell when in his cot: he also informed this deponent, that the said Mahomed Usab told the said Captain Des Plans, that it was cowardice to murder him, as he was their prisoner, and likewise under their hands, to do as they pleased with him: that he might be brought upon the quarter-deck, to say or consider of any thing, before his death; or to that effect:—that the said Captain Des Plans and Mr. Marr went forward, and consulted, or talked together for some time; and Mr. Marr upbraided Captain Des Plans with cowardice, in not going through with what he had undertaken—that Mr. Marr left him, and went into the long-boat, taking with him a box and other things:—that, soon afterwards, Captain Des Plans followed him in tears, with the party they brought along with them:—that, after Captain Des Plans had got ashore, he wrote to this deponent, requesting him to go on shore; to which this deponent returned for answer, he could not do so:—that, the day following, the said Captain Des Plans

went

went on board the said ship again, and still continued to request this deponent to take the command of the said ship; and desired to know, what harm it would do him so to do: and this deponent begged to know, why he should be so desirous of taking away his life. Captain Des Plans replied, "How do you mean?" This deponent returned for answer, if he complied with his request the civil law would hang him; and, if he did not, that his life was at his, the said Captain Des Plans's, mercy: and that, if the ship's company obeyed his orders (meaning Captain Des Plans), they likewise would suffer:—that he, this deponent, repeated the same to the ship's company:—that this deponent, by the particular desire of the said Captain Des Plans, went to Captain Dodwell, who was confined in his cabin, with a letter from Captain Des Plans, and a message desiring Captain Dodwell to pilot the said ship to Bencoolen; and Captain Dodwell desired this deponent to tell him, that, if he would take the centinels from him, he would take charge of the ship, as pilot:—that then the centinels were taken off, and Captain Dodwell released. But, before Captain Dodwell could obtain permission to weigh, they obliged him to sign a paper, that he would go no where else but to Bencoolen; or to that effect: and the said Captain Dodwell departed with the said ship, from Princes Island, for Bencoolen, on the fifth day of the said month of September:—that, upon the passage there, Capt. Des Plans complained of not having room enough, between decks, for the people: and he, this deponent, offered several times to put the people's chests, or any lumber, into the hold; which Captain Des Plans refused to permit him to do; declaring, it should not be cleaned until their arrival at Bencoolen:—that, upon the passage, the sail being split, and having occasion to bend a new one, he, this deponent, attempting to get another, Captain Des Plans asked him, if he had not already ordered nothing should be done without first acquainting him; and this deponent saith, he imagines the vessel, on leaving Batavia, would have been too crank, or top-heavy, if she had drawn less water; her draught, at that time, being only thirteen feet forward, and thirteen

teen feet abaft: and further this deponent faith, that there was sufficient room in the hold, to stow every thing away that was between decks, and more, if there had been occasion: and this deponent faith, that, from the time of leaving Sooloo, to the vessel's arriving at Prince's Island, he never heard any complaint made to Captain Dodwell by the Seapoys, for the want of rice; nor doth he think they had occasion to complain: but that, a short time after their leaving Sooloo, Captain Des Plans thinking their allowance too great, reduced it himself, after having applied to Captain Dodwell, in this deponent's hearing, for that purpose: and the deponent further faith, that Captain Dodwell used his endeavours, to make every thing as agreeable and commodious to the Seapoys as he could; and he, this deponent, cannot think the Seapoys could have any just cause of complaint: nor does this deponent believe, that the said Captain Des Plans, and Mr. Marr, or either of them, had any just cause or reason whatsoever for behaving in the manner before-mentioned, on account of the said Captain Dodwell's behaviour, either with regard to the said ship, or themselves, or on any other account.

WILLIAM GODFREY.

Sworn at Fort St. George, this 21st day of June, in the year of our Lord one thousand seven hundred and sixty-seven, before me,

ANTHONY SADLEIR, MAYOR.

Letters from CAPTAIN DODWELL to the COURT of DIRECTORS, and their Answers.

To the Honourable Court of Directors of the United Company of Merchants of England trading to the East-Indies.

GENTLEMEN,

SOON after your resolution of the 21st of October 1774, in respect to my demands on the East India Company, my affairs required me to make a visit

visit to my father and his family in Ireland, where, not having been since my first going into the navy, I was necessarily detained till last April. But immediately on my return to England, I consulted some friends, in whose opinion I have a great confidence, on the propriety of taking further measures with the Company; and, notwithstanding the ill success, which has hitherto attended my applications, so favourable was their idea of my case, that I was advised to make another effort for procuring justice. The result of this advice was the bill, which I have lately filed in Chancery against the Company. Lest however this adverse step should be misconstrued, I beg leave to explain the views and expectations, by which I have been influenced to adopt it.

Notwithstanding a consciousness of the rectitude of my conduct towards the Company, and of having performed my engagements with them in the most exact and honourable manner, so far as the piratical violence used towards me by Captain Des Plans and his confederates would permit; notwithstanding a conviction, not only, that I have not wilfully made any improper charge in my account current, but that a recompence ought to be made to me by the Company for the great injuries, which I have sustained from their servants abroad; I say, that, notwithstanding these feelings of my integrity, and this persuasion of the justice of my demands, yet I am far from flattering myself with sanguine hopes of procuring a full compensation from the Company in an adverse way. I am aware of the very great disadvantages, under which an individual must contest with a great trading Company so distinguished both for wealth and power. I foresee too, how difficult it must be to establish the purest claim in a court of justice, when the facts, on which it depends, have happened in a distant country: and even, though it should be practicable to collect all the necessary evidence, how expensive and tedious the proceedings would necessarily be. These considerations would not leave great room for hopes of an effectual remedy in a court of justice to a person of any description, however important his situation, opulent his fortune,

tune, or extensive his connections. Much less can such expectations be indulged by one, whose fortune is so greatly exhausted, as mine is, by a series of misfortunes and oppressions, and whose pretensions in other respects are so inconsiderable. In truth my chief hopes of redress are of another kind. They arise from the opinion, which, in spite of the ill success of my former applications, I still have, that the great public body, against which I have been forced to commence a proceeding in Chancery, will finally do me some justice of their own accord. To give them the opportunity of so doing, was one great object I had in view, when I filed my bill; nor would this adverse step have been taken, if I had seen any other way of inducing the Company to reconsider my case.

My claims on the Company being thus once more brought before you, I beg leave to submit to your consideration a proposal for an amicable settlement of them; one, which, if they are wholly ill founded, will expose them to decisive condemnation, and, at all events, will reduce my demand to a sum of little importance to the Company, though very material to me.

The claims, I have made, consist of the ballance due on my account current to the Company, and of damages for the injuries done to me by their servants.

In respect to my account current, the articles annexed to the printed narrative of my case still appear to me proper, with an exception only of part of the article for Captain's privilege. This charge, as I am advised by a friend of the law, who has scrutinized the whole of my affair, should have been confined to the discharge of the ship at Bencoolen, instead of being carried to the arrival of the Seapoys at Madras; the charge for the latter time being rather of the nature of damages: and therefore I desire, that a proportionable deduction may be made from this article of the account current. Nor do I ask that the other articles should be acquiesced in without a severe examination. On the contrary, though I know myself to be incapable of so dishonourable a conduct, as intentionally to exceed the due charge, yet, not being over-confident in my own judgment, I shall not deem it a reflection on myself



self to abate from or waive any article, which, on hearing the objections to it, or on a further consideration, I shall find the least reason to think exceptionable. In order to give the best proof the sincerity of this declaration, I now propose that you should direct your Solicitor to state the whole of my case to the Attorney-General, and whether his decision shall be for or against me, I will abide by it, and will previously enter into any engagement for that purpose, without expecting that the decision should be binding on the Company, unless you on their part shall afterwards voluntarily think proper to make it so; the only terms, I wish to stipulate for myself, being a liberty to see the case before it goes to the Attorney-General, and to submit to him through your Solicitor such observations and papers, as I may conceive to be necessary for my own justification. Should the Attorney-General, upon being applied to, decline the settlement of this affair, I am ready on the like terms to submit to the award of the Solicitor-General or any other indifferent gentleman of the bar you shall think fit to name; and whatever fees of counsel may be thought proper, which on a subject so dependent on a multiplicity of papers, must of course be very considerable, I am ready to pay my share of, or, should it be required, the whole.

As to the damages, I have been told, that the largeness of the sum at the bottom of my account current, created great prejudice against me, when my affair was heretofore under your consideration. But I apprehend, that this prejudice arose from a misconception of the nature of my statement of the damages. I did not name a sum, such as the strict rules of a court of justice would allow me, or one, which I meant absolutely to insist upon from the Company. What I intended to give, was a probable estimate of the fortune, which I might have made before my return from the East Indies, if Des Plans's act of piracy, together with the subsequent proceedings of the two Boards of Bencoolen and Madras, had not disappointed me. In this point of view, I took into consideration, not only the immediate injury, but all the consequences. Such being my own idea, of the damages; and being informed, that under-

rating them might in case of my being forced to resort to a law suit be very prejudicial, the impropriety of the sum did not strike me. But the letter, which accompanied my narrative, plainly intimated, that a recompence computed on a much narrower scale would satisfy me ; for that letter only expresses an expectation of *some* compensation for my great losses. However, in order to put an end to all difficulties about damages, and, that by waving one part of my claim, I may give myself every chance of securing the other, I now declare that if it should be thought proper to settle my account current by a reference, such as I have proposed, I shall be ready to give the Company a discharge in full of my legal demands of every kind, and will rely wholly on the honour of the Company as to any sum for damages the Attorney-General, or other gentleman to whose opinion the affair shall be referred, may think proper to recommend.

With these concessions and explanations, I leave my case for your last determination ; and, as on the one hand I do not make a proposal of accommodation from any want of confidence in the justice of my case, so on the other, I trust you will receive the proposal with the same candid attention, and give me the same favourable answer, as if I was capable of contesting with the Company on the most equal terms, and of enforcing my demands with the utmost facility.

Gentlemen, I have the honor to be,  
with great respect

Inner Temple, Jan. Your most obedient, and  
18, 1777. most humble Servant

GEORGE DODWELL:

To GEORGE DODWELL, Esq.

S I R,

THE Court of Directors of the East India Company having this day taken into consideration the contents of your letter to them dated the 18th instant, and particularly the proposal therein made that the  
Company's

Company's Solicitor do state your case for the consideration of the Attorney-General, and by his decision thereon, be it as it may, you are willing to oblige yourself to abide, I am thereupon commanded by the Court to acquaint you, that as they have already with the assistance of the Company's law-officers, given the minutest discussion to your pretensions, they have agreed that your proposal cannot be complied with.

I am,

East India House,  
the 22d of  
January, 1777.

Sir,  
Your most obedient  
Humble Servant

P. MICHELL, Secretary.

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

GENTLEMEN,

THE proposal I made, for referring my claims to the Attorney-General, or should he decline it, to the Solicitor-General or any other disinterested Gentleman of the bar, appears to me so unexceptionable, that I cannot conceal my astonishment at the negative you have thought proper to put upon it. I observe, that in your resolution for this purpose, you found yourselves on having already, with the assistance of the Company's law officers, given the minutest discussion to my pretensions; from which, it seems as if my case had been already stated to the Counsel for the Company, and he had given an opinion upon it. How the fact is, may be very material for my information; and therefore I request, that you will please to direct your Secretary to inform me, whether any case has ever been stated; and if so, whether it was stated before, or since the filing of my bill against the Company; and also to permit Messrs. Chamberlayne and White, my Solicitors, to see and take copies, both of the case and the opinion upon it.

Gentlemen,

Inner Temple, 19th  
February, 1777.

I have the honor to be,  
Your most obedient Servant

GEORGE DODWELL.

To

TO GEORGE DODWELL, Esq.

S I R,

**T**HE Court of Directors of the East India Company having considered the request in your letter to them of the 19th instant, that you might be informed whether your case has ever been stated to the Company's Counsel, and if so, whether it was stated before or since the filing of your bill against the Company, and also that Messrs. Chamberlayne and White your Solicitors, might be permitted to see and take copies, both of the case and the opinion upon it, I have the commands of the Court to acquaint you that your said request cannot be complied with.

I am,

East India House, 27th      Sir,  
of February, 1777.      Your most obedient Servant

P. MICHELL, Secretary.

T H E E N D.