DE TERUGGAVE DER NEDERLANDSCHE FACTORIJEN IN HINDOSTAN KRACHTENS HET LONDENSCH TRACTAAT VAN 13 AUGUSTUS 1814

DOOR

P. H. VAN DER KEMP.

Ten tijde der Nederlandsche Oost-Indische Compagnie was ons koloniaal bezit in Hindostan niet bijzonder omvangrijk geweest; doch de factorijen ontleenden vooral haar gewicht aan zekere daaraan verbonden voorrechten omtrent salpeter- en opiumleveringen tegen bepaalde prijzen, omtrent gemonopoliseerde parelvisserij, vrijdom van in- en uitvoeren, enz. Oorspronkelijk waren ze ons door de inlandsche besturen toegestaan, doch ook, nadat dezen in het souverain gezag van Groot-Britannië ten ondergingen, had Engeland die voorrechten nog tot 1795 in beginsel blijven erkennen.

Sinds waren evenwel onze kantoren in handen van Engeland gevallen; wel beloofde de vrede van Amiens ons de teruggave, doch de spoedig weder uitgebroken oorlog verhinderde de uitvoering van het tractaat. Niettemin werden ze gerekend tot die streken, welke wij op 1 Januari 1803 bezaten en vielen zij ons dientengevolge toe, krachtens den door het tractaat van 13 Augustus 1814 aangenomen datum van bezit. Bij de sluiting van deze overeenkomst hebben echter onze staatslieden niet gedacht aan het bestaan der met de vroeger aan onze factorijen verbonden voorrechten.

Wij waren overigens niet de eenigen, die in Vóór-Indië bezittingen hadden terug te nemen uit handen der Engelschen; immers ook de Franschen, de Portugeezen, de Denen herkregen hunne rechten op aldaar vroeger bezeten hebbende kantoren. Naar de opvatting van het Engelsche bestuur kon echter de terugkeer van al die vreemdelingen een bron van gevaar worden voor de Britsche uitbreiding van het gezag in Hindostan, waarnaar in de laatste tientallen jaren voortdurend was gestreefd. Werd het

van Engelsche zijde der Nederlandsch-Indische regeering hoog en als bekrompen aangerekend, dat deze tegen intriges in van ons afhankelijke landen door Britsche fortuinzoekers waakte, reeds in 1815 werden de autoriteiten in Vóór-Indië geïnstrueerd, dat alle pogingen moesten worden tegengegaan, die wellicht de te verwachten vreemdelingen zouden aanwenden, om verbintenissen te sluiten met van Engeland nog *onafhankelijke* staten in Hindostan: „to counteract”, luidde de lastgeving, „any attempts on the part of foreigners to establish themselves in the territories of any native states unconnected with the British Government”; en toen in April 1819, een paar dagen vóór de komst van den Nederlandschen commissaris voor de overneming van de factory te Surat, de Nabob een brief schreef aan het Engelsch plaatselijk bestuur, houdende de mededeeling, dat, nu beide natiën in vriendschap verkeerden, hij gaarne een vertrouwd persoon naar Surat wilde zenden om onzen commissaris te verwelkomen, werd den vorst het verlof daartoe geweigerd! Waarlijk, de heeren hadden wél reden om onze besturende ambtenaren van bekrompen uitsluitingszucht te beschuldigen. (a)

Geheel denzelfden geest ademt de naar Londen door het Britsch-Indisch bestuur gezonden missive dd. 30 Juni 1817. In die dépêche, geschreven toen pas te Batavia het besluit was genomen ter afvaardiging der commissie voor de overneming, dus toen deze nog niet eens was aangekomen, werden de bezwaren tegen het gemengd bezit in Vóór-Indië en de wenschelijkheid om de vreemde factorijen te annexeren, breedelijk uiteen gezet. Men rekende de luttele geldelijke winsten voor, die de Indische kas er uit had getrokken en kwam diensengevolge tot de conclusie, dat men moest trachten ze voor een appel en een ei over te nemen, en ze dus af te koopen, daar het bestuur niet zeide te weten: „that territory in any other quarter of the globe could be ceded to the powers possessing them as an equivalent for the sacrifice, small as in reality we had shown it to be” (b).

(a) De beide hier medegedeelde feiten komen voor in de §§ 3 en 71 van een rapport dd. 9 October 1819 door het Engelsche Bombay-bestuur aan het bestuur der O. I. C. te Londen gericht. Het is mogelijk, dat dit lijvige stuk betrekkelijk de overgave der Hindostansche bezittingen ook in andere opzichten belangrijk voor onze geschiedenis blijkt, waarom ik het in bijl. 1 heb doen afdrukken.

(b) De inhoud van dit schrijven van 30 Juni 1817 leest men in eene missive dd. 1 Juli 1821, weergegeven in bijl. 2.

De redeneering was in den grond verkeerd, doch zoo plachten steeds de Engelsche gezaghebbers afstanddoenigen door andere mogendheden als *onbeduidende opofferingen* voor te stellen. Wat toch een onbeduidend bezit kon geacht worden voor de natie, die over het gansche land in den omtrek havens en handelswegen had, kon althans van een zeer groot belang zijn voor mogendheden, die bij gemis van deze op zichzelf onbeduidende plaatsen, in het geheel geen vasten voet meer in het land zouden hebben. Dat gevoelden de Engelsche bestuurders zelve ook wel; en omdat zij zeer goed het groot belang van een onverdeeld bezit inzagen, waren zij zoo verlangend om er de Nederlanders met de Franschen, Portugeezen en Denen uit te verdrijven. Nog geen half jaar waren wij er terug, of de Eerste Secretaris van het Britsche hoofdbestuur te Calcutta, de heer Ricketts, gaf in een onderhoud van November 1817 met onzen voor de overneming aldaar gezonden commissaris J. A. van Braam te kennen, dat wij maar van onze bezittingen in Hindostan moesten afzien en wel, *door ze tegen Engelsche in onzen archipel te verruilen*. „De heer Ricketts avanceerde”. luidde het particuliere schrijven van Van Braam aan commissaris-generaal Elout (a), „dat bij de differentie, waarmede zij thans het Hindostansche rijk bezaten, onze positie aldaar veranderd, en van een werkelijk bezwaar geworden was; dat het voor Nederland vrij voordeliger zoude zijn om zich van deze possessiën te ontdoen, en onze bezittingen meer om de Oost te concentreeren; — dat hij volkomen zou medewerken en zelfs aandringen, wanneer dit zoodanig mocht voorgesteld worden, en mij aanraadde dit aan UExc. voor te stellen.”

Waar deze ruilingsdenkbeelden begonnen op te komen, was het tevens van Engelsche zijde zaak om aan onze ambtenaren in Vóór-Indië onderwijl goed te doen gevoelen, dat er het Nederlandsch bezit van niet de geringste waarde was, dat wij er niets beteekenden, dat wij er nooit iets aan zouden hebben, dat wij maar beter deden ten spoedigste weer te vertrekken; en het traktaat van 1814 met de betreuwenswaardige weglating omtrent de vroeger genoten voorrechten maakte dit streven bijzonder gemakkelijk. Wanneer men hier van *nrachtig* kan spreken, dan moet overigens erkend worden, dat de Britsch-Indische heeren het op prachtige wijze hebben verstaan; want

(a) Van Deventer „Nederlandsch gezag” bl. 243 noot 1). Verg. Falck's „Ambtsbrieven” bl. 123—bl. 124.

klachten op klachten van onze ambtenaren, officieele en particuliere, bereikten Batavia en Nederland; over het ellendige van onzen toestand in Bengalen. „De situatie der plaatsen is in aller deerniswaardigsten staat”, schreef Van Braam dd. 26 Mei 1818 van Sadras (op de kust van Coromandel) particulier aan Falek: „alle forten en publieke gebouwen zijn deels door de Engelschen geraserd, en deels door den tijd als zonder reparatiën blijvende, geheel ingestort; zoodat in alle de possessiën op deze kust geen enkel publiek gebouw meer is, waarin men kan huisvesten. De weinige plaatselijke inkomsten van alle de bezittingen kunnen niet eens goedmaken dat, hetwelk volgens de voormalige bepalingen aan subsidiepenningen voor differente bezittingen moest betaald worden, laat staan de tractementen en pensioenen, welke aan de dienaren en de armen en ongelukkige oude gebrekkige lieden en weduwen hebben moeten toegelegd worden. Vooruitzichten tot eene verbetering van staat en inkomsten durf ik Uwe Exc. niet mede vleien. Deze plaatsen waren enkel geschikt tot den inzaam van lijnwaden, waartoe importante voorschotten moesten gedaan worden. Het gouvernements systeem dat niet medebrengende en de handel in lijnwaden voor Europa den bodem geheel ingeslagen zijnde, is omtrent den staat dezer bezittingen geen verbetering te wachten, te minder daar het belang der Engelsche O. I. Compagnie is *om de positie der vreemden in deze gewesten zoo onaangenaam te maken als immer mogelijk is.*” (a)

De man, aan wien dit *onaangenaam maken*, zooals Van Braam spatieërend schreef, vooral buitengewoon ergerde en daaraan op origineele wijze lucht gaf, was onze driftige resident der op den 15^{en} September 1817 overgenomen en over te nemen Ganges-factorijen D. A. Overbeek, door commissaris Van Braam, die zich niet zoo lang aldaar kon ophouden, er achtergelaten om de quaestiën verder af te wikkelen (b).

(a) Zie in „Ambtsbrieven” bl. 121.

(b) Volgens Hoek's „Herstel”, bl. 155, bestonden onze bezittingen in Bengalen uit Chinsurah, Fultha, Calcapore, Padna en Behar. — Smulders in zijne dissertatie over het tractaat van 1824 noemt op bl. 25 noot 1, slechts de drie eerste, doch in den tekst op die bladzijde maakt hij tevens melding van Cassembazaar. — Van Braam spreekt in zijn rapport aan C. C. G. G., gedagteekend Calcutta, 4 December 1817 van „Calcapoor, een klein plaatsje te Cassambazaar”.

Hoek deelt verder op gezag van Mr. Mijer's kroniek mede, dat de door hem genoemde factorijen dd. 15 September 1817 ons werden teruggegeven. Dit is wat Calcapoor betreft, niet juist, wijl de overgave hiervan werd geweigerd, op grond, bericht Smulders op bl. 25, van al. 2 art. 4 der conventie van 23 Augustus 1814, waarbij wij hadden beloofd geene versterkingen te leggen

Onze resident van Chinsurah had een brievenboek aangelegd, waarin hij niet alleen opnam wat het bestuurshoofd aan het ondergeschikt Engelsch bestuur te Calcutta schreef (de brieven komen voor in het Hollandsch, ofschoon zij natuurlijk in het Engelsch zullen verzonden zijn), maar tevens wat er in zijn gemoed omging, alvorens hij zich tot het schrijven zijner epistels nederzette! Dit geeft natuurlijk kleur aan zoo'n officieele correspondentie. Ongeukkig wist hij zich evenmin altijd in te toomen, wanneer hij met de regeering te Batavia moest correspondeeren, als deze zijne ontevredenheid had gaande gemaakt.

Een der voornaamste middelen om ons den voet dwars te zetten, bestond in het betwisten der „voorrechten” indertijd aan het bezit onzer factorijen verbonden, en waaraan, blijkens het op bl. 247 aangeeteekende, de Nederlandsche bewindslieden in Europa niet gedacht hadden. Onze oude Compagnie's dienaren daarentegen waren hiervan volkomen op de hoogte en vorderden ze dan ook als de natuurlijkste zaak ter wereld aanstonds op. — Geen quaestie van, voegde men hen van Engelsche zijde bij brief dd. 30 September 1817 toe: terug-gave van territoriale bezittingen doet geene bevoorrechte handels-betrekkingen herleven, tenzij uitdrukkelijk bepaald, en dat was geenszins geschied (*a*). Later als de onderhandelingen te Londen voor de herziening van het tractaat van 1814 geopend worden, blijkt het, dat de Britsche gemachtigden geneigd waren onze vorderingen ten deze, althans voor een deel, wel zeker te erkennen (*b*). Maar intusschen zag het er met onze bezittingen *om de West*, zooals het heette, treurig uit. Aanspraken op eene bevoorrechte positie met betrekking tot in- en uitvoer ontzegd, eigen territoir voor invoer geweigerd; op die wijze werden wij zoo goed als iedere andere vreemde natie in onze factorijen met differentieele rechten

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„in the establishments which are to be restored to Him, within the limits of the British sovereignty upon the continent of India.” Het verband is moeilijk in te zien; trouwens in de door mij weder te geven correspondentie wordt niet speciaal van al. 2 art. 4 der conventie, doch wel van art. 4 zonder meer — zie b.v. § 17 op bl. 13 — melding gemaakt m. a. w. er word gehandeld over de al of niet handhaving der bij al. 1 van het artikel vermelde privilegiën, doch dezen hadden blijkbaar geen betrekking op de speciale voorrechten in Hindostan.

(*a*) Zie den brief aan onzen commissaris Van Braam sub 8 mijner verhandeling betreffende de overnemng van Padang: Bijdragen dl. XLIX (1898), sub 8, bl. 240 vv.; *ov.* bl. 36.

(*b*) Zie sub 72 van mijn „Singapoorsche papieroerlog”; Bijdragen deel XLIX, bl. 546—bl. 547; *ov.* bl. 158—bl. 159.

gekweld, zoodat de daar gevestigde handelshuizen en de voorname ingezetenen, die er de lasten van moesten dragen, naar naburige meer bevoorrechte Engelsche havenplaatsen verhuisden (a).

Fultha of *Foltha*, sinds 1738 eene factorij onzer O. I. C aan de Hoogly, was gedeeltelijk door de rivier weggeslagen, had een moordend klimaat, terwijl het eene handelstoekomst ook daarom niet scheen te hebben, wijl de schepen het naderbij gelegen Calcutta verkozen; aanstonds deed men van Engelsche zijde aan Overbeek het voorstel om het haar maar voor wat geld te laten, evenals wij *Bernagore* reeds bij het tractaat van 1814 hadden afgestaan (b); weder eene opmerkelijke bijdrage omtrent het verkeerde van koloniën als het ware te *verkoopen*; van het eene komt men er mede op het andere en men daalt al lager. Zoo zat het reeds van beide zijden vroeg in de lucht, dat de bezittingen in Vóór-Indie door ons maar prijs gegeven moesten worden: in *Nederland* wist men ze niet te waardeeren, omdat men met de daaraan verbonden voorrechten onbekend was (c); in *Vóór-Indië* van *Engelsche* zijde, omdat men de vreemde eend in den bijt al bijzonder onaangenaam vond.

Overbeek erkende ook voor zich zelve de geringe waarde van *Foltha*, doch enkel, teekende hij in zijn brievenboek verstandig aan: „als men alleenlijk ziet op pecuniel belang, en er niet om geeft, of de vlag van Nederland aan de boorden der Ganges op meer dan eene plaats blijft waaien”; en in zijn antwoord aan Dowdeswell dd. 7 Januari 1818, waarin hij aandringt op de overgave, die geweigerd was, — omdat men de grootte van het terrein niet precies wist op te geven! — schrijft hij mede over de beweerde onwaarde der factorij: „UEd. schijnt juist te redeneeren, wanneer men de zaak in het afgetrokkene beschouwt; dan het kan UEd. niet onbekend zijn, dat vele plaatsen door rijken en staten van groot gewicht worden beschouwd, schoon zij, verre van voordeel op te leveren, niets anders dan lastposten zijn” (d).

(a) Smulders bl. 27.

(b) Zie den brief dd. 2 Januari 1818 van den vice-president van den Raad te Calcutta G. Dowdeswell, in bijl. 3, waarin deze aan Overbeek de redenen uiteenzet, die de ondergeschikte autoriteiten aan de Hoogly de overgave der factorij deden weigeren.

(c) Zie de correspondentie tusschen Falek en Fagel bij het sluiten van het tractaat van 1814 in mijne verhandeling hierover: bl. 278 dl. XLVII (1897) der Bijdragen; *ov.* bl. 40.

(d) Zie zijn antwoord geheel in bijl. 4.

Onze resident kreeg daarop dd. 16 Januari 1818 van het bestuur te Calcutta ten antwoord, dat aan zijn ondergeschikten zou overgegeven worden het stuk van Foltha, dat nog volgens Dowdeswell in Rade (Stuart en Ricketts) van de Hoogly-overstromingen was verschoond gebleven (a). Dit kwam hierop neder, dat Foltha in het geheel geen ligplaats voor zijne schepen zou hebben; zoodat het antwoord den heer Overbeek ten zeerste verbitterde, wegens: „de lage streken, waartoe het Engelsche gouvernement zich vernedert, om ons te ontzetten van onze rechten” (b).

Evenzoo had de weigering tot de teruggave van Calcapoor Overbeek's ergernis opgewekt. Door Van Braam was reeds te vergeefs de plaats met de vroeger daaraan verbonden voorrechten opgeëischt; en wijl de commissaris op de afwikkeling der quaestie niet had kunnen wachten, werd Overbeek opgedragen voor de zaak verder zorg te dragen.

Deze nu ontving een voorstel om dan maar alvast de factorij alléén over te nemen, en de quaestiën er over aan het oordeel der regeeringen in Europa te onderwerpen (c); hetgeen onzen resident alweder deed zien: „dat deze brief, zoowel als alle de handelingen van het gouvernement van Fort William in deze gewesten, blijken draagt van den ingevreten haat, dien zij Nederland en alle andere vreemde natiën toedragen”; en „dat het Engelsche gouvernement met de zwakheid onzer bewijzen bekend, daar zij door eigenbaat gedreven, steeds gereed gestaan hebben onze archieven te doorsnuffelen en te vertalen, en thans daarop doordraven (d).

Wij wilden ons ook natuurlijk in de eenmaal terugverkregen factorijen als een Nederlandsch tehuis inrichten, met eigen rechtspleging, ook eigen loodsdienst; maar op Van Braam's verzoek dd. 19 September 1817 kwam evenzeer dd. 9 Januari 1818 een afwij-

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(a) „Under these circumstances We deem it our duty to comply with your application, and the Magistrates of the 24 Purgannahs will accordingly be authorised at once to make over to Mr. Hoff such portion of the land, as may be ascertained to have heretofore belonged to the Dutch factory at Fultha, and which may have been preserved from the encroachments of the river, on the terms prescribed in our original instructions to the Magistrate, relative the transfer.”

(b) Zie de deliberaties van Overbeek in bijl. 5 op den in den tekst vermelden Calcuttaschen brief dd. 16 Januari 1818.

(c) Zie het geheele stuk in bijl. 6.

(d) Zie het geheele stuk van Overbeek in bijl. 7.

zend antwoord van Dowdeswell in Rade (a). — Overbeek vervulde dit antwoord „met verontwaardiging”. Een eigen loodsdienst hadden wij er immer gehad; gedreven door „eigenbaat, bevelzucht en ongenegenheid”, door „laag zelfbelang” wilde men ons dien niet toestaan; doch, aangezien „er geene reden altoos is”, teekende Overbeek aan, „die Nederland verplicht voor Engelsche convenientie de knieën te buigen en zijne rechten op te geven”, zond hij een ernstig protest tegen dergelijke schending onzer rechten te Calcutta in (b). „Het is hunne genegenheid”, schreef hij verder in zijn verbaal over Calcapoor dd. 22 Januari 1818, „ons in dit land alle mogelijke vexatiën aan te doen en daardoor ons verblijf zoo verdrietig te maken, dat wijzelven tot heengaan en eene overdracht voor geld besluiten (c).

En zoo is het ook gebeurd. De eerste stappen, die de Nederlandsche regeering bij het Britsche ministerie heeft gedaan om tot eene herziening van het tractaat van 1814 te komen, vonden hare rechtstreeksche aanleiding in den treurigen staat onzer factorijen in Hindostan, gelijk den lezer nader zal blijken, wanneer ik mij in de gelegenheid zal bevinden om die herziening zelve te publiceeren.

DEN HAAG, Maart 1899.

(a) „This Government will be at all times anxious to conform to the wishes of the officers of His Majesty the King of the Netherlands, to the extent, consistent with its public duty, but as the adoption of that plan is opposed by many considerations, connected with the convenience of the British Government, we are not prepared to admit a claim of that nature. At the same time, we refrain from any lengthened discussion of the subject, in the hope that the convenience and advantage of the subjects of His Netherlands Majesty will be found to be sufficiently consulted by the regulations at present established at this port, under which foreign nations generally are subject to the payment of single duty for British pilotage.”

(b) Zie bijl. 8.

(c) Zie Falck's „Ambtsbrieven” bl. 121—bl. 122.

BIJLAGEN

BEHOORENDE TOT HET ARTIKEL

„De teruggave der Nederlandsche factorijen in Hindostan krachtens het Londensch tractaat van 13 Augustus 1814.”

DOOR

P. H. VAN DER KEMP. (a)

Bijl. 1 noot a bl. 248. Rapport dd. 9 October 1819 van het Britsch-Indisch Bombay-bestuur aan de Oost-Indische Compagnie te Londen (B):

1. Our last address to Your Honorable Committee in this Department was dated the 8th Instant.

2. We have now the honour to detail to Your Honorable Committee our proceedings in relation to the provisions of the 8th, 11th, 12th and 14th Articles of the Treaty of Paris of the 30th May 1814 and the 1st, 3rd, 4th and 5th articles of the convention with the United Netherlands of the 13th August of the same year.

3. In the month of June 1815 we were furnished by the Honorable the Vice-President in Council at Fort William, with the instructions of Your Honorable Committee dated the 7th November 1814 founded on the above mentioned articles of the Treaty of Paris and in consequence of which we called on the Chief at Surat to furnish us with such informations as he could collect in respect to the tenures under wick all the lands or other property formerly possessed by the French had been held, and in communicating such parts of your instructions to the Chief Civil Authorities at each station, as their purport required, we called for their exertions to counteract any attempts on the part of Foreigners to establish themselves in the territories of any Native States unconnected with the British Government. In the same month we were also furnished by His Excellency the Governor-General, for our guidance, with the copy of a letter which His Lordship had received from His Majesty's principal Secretary of State forwarding the warrant of His Royal Highness the Prince Regent for the restoration of the French possessions.

(a) De bijlagen (B) zijn uit Mr. Bisschop's verzameling; al de overigen uit 's Rijks archief.

4. In the reply from the Acting Chief of Surat dated the 24th June 1815, he stated to us that the factory and privileges of the French at Surat appeared to have been granted to that nation by the Emperor Aurungzebe in the 11th year of his reign, about the year A. D. 1668, but that the records at Surat did not go further back than 1719, that there could not be found among them any copies of their Royal Firmauns nor of the title deeds to two small pieces of ground without the walls (described in a letter from him of the 30th January preceding) although a diligent search had been made by the Nabob at his request amongst his records for that purpose.

5. That the two pieces of ground above noticed were the only lands the French had ever held to the Northward of Bombay; and that their right to them, as well as to their Firmaun privileges, had been acknowledged by their restoration on every return of peace.

6. It appeared also from the letter of January above mentioned that the French never owned any building or ground within the walls of the city, and that for the purposes of factory they rented a building in the town.

7. In the month of December 1816 the Governor-General in Council transmitted to us for our guidance a copy of the warrant of his Royal Highness the Prince Regent for the restitution of the Dutch possessions to the Government of the Netherlands under the Convention which had been received from his Majesty's principal Secretary of State; accompanied by the instructions of the Honorable Committee.

8. In acquainting His Lordship in Council that we should be prepared to deliver up the Dutch premises at Surat, the only possessions held by them within our limits, we informed his Lordship that we conceived ourselves authorized to act upon the authority, conveyed to us in the dispatch from the Supreme Government of the year 1815 already noticed, in restoring to the French the premises which had been occupied by that nation at that place, the operation of which had been suspended in consequence of the state of affairs in Europe. This measure His Lordship in Council was pleased to approve, intimating to us at the same time that, should any claims be preferred by the French or Netherlands Officers for privileges or powers similar to those they possessed within the limits of their own colonies and possessions, which were not considered to extend to more factories, the question should be referred to the Supreme Government.

9. In the month of March 1818 we received from the Honorable the Vice-President in Council at Fort William a communication of the proceedings which had taken place relative to the transfer of the Dutch possessions within the Bengal Presidency, by which it appeared that on the restoration of the factory of Calcapore, the Netherlands Commissioner (the Honorable J. A. van Braam) had claimed, as annexed to it, the exercise of sovereign and independent authority within its limits, that the question had been referred to the Honorable Court, and that it was to be considered simply on the footing of a Commercial Factory.

10. The Netherlands Commissioner having deputed Mr. B. C. Verploegh to receive charge of the Dutch premises at Surat, we authorized Mr. Elphinstone, the Chief, to conduct their restitution, under the provision contained in the documents with which we had been furnished by His Lordship in Council, and directed the records and documents belonging to the Factory to be given up, but that any public stores which might be there of value or utility should be tendered to Mr. Verploegh at a fair valuation. We further directed that all Allowances, Establishments and Pensions on account of any of the Dutch Officers during the occupation of the Factory should cease.

11. The Premises which have been delivered over to the Netherlands Commissioner are the Dutch Factory and Garden House, an area of ground within the city with a shed built upon it, and another piece of ground appropriated as a cemetery. In respect to the public stores Mr. Verploegh claimed their restoration, considering them as coming under the 1st Article of the Convention, and they ought consequently to be delivered up as part of the Dutch possessions.

12. Although we did not, as we apprized Mr. Verploegh, concur with him in that opinion, still as the value of the stores amounted only to about 5000 Rs., and desirous of manifesting our disposition to remove every obstacle that could create any dissatisfaction on the part of the Netherlands Government connected with the restoration of their Factory, we authorised Mr. Elphinstone to deliver over the stores without reference to the condition originally prescribed.

13. Adverting to the terms of the document delivered by Mr. Elphinstone to Mr. Verploegh, in restoring the Dutch premises, we perceived it contained a declaration that it was restored with all the rights and privileges formerly possessed by the Dutch East India Company, which was neither in conformity with the instructions Mr. Elphinstone had received nor

the provisions of the convention, and apprized Mr. Verploegh that these terms could not be sanctioned; calling on him at the same time to state what he conceived to be the extent of the privileges it acknowledged.

14. In reply thereto Mr. Verploegh informed us that the only construction to be put on the general terms used in the act of transfer was in substance «that all merchandize shall be imported freely and directly into the Dutch Factory at Surat, free of all duty, and that in the event of sending into the interior of the country, or exporting merchandize, a fixed duty of two and a half percent, shall be paid», the above mentioned privileges in trade being such as the Dutch East India Company enjoyed at the time the British Government took possession of their property at Surat on the commencement of the last war.

15. Mr. Verploegh subsequently, in explanation of what he had before stated, referred to the contents of the Firmauns of the Kings of Delhi, and particularly to those of the years 1618, 1627, 1645, 1662, 1769, 1712 (a), of which the following is the substance, «that for every species of goods imported and exported or returned, the usual duty of two and a half percent shall be paid with the exception of every article for the use of the Factory, such as all articles of dress, eatables, wrought gold, silver or copper, and every kind of jewelry which are exempted from all duty», observing at the same time that it appeared to him the same thing whether the customs duties were paid at the time of importation or after their exportation from the Factory.

16. In reply to that letter we acquainted Mr. Verploegh that the question connected with the restoration of the privileges granted bij those Firmauns remained for decision with the superior authorities; in the meanwhile (as he was then on the eve of departure for Java) we had no hesitation in admitting the trade of the Dutch at Surat to be subject to the payment of a duty of $2\frac{1}{2}$ percent only, but that their claim to import articles for the use of the Factory free of duties would be considered and determined on in communication with the Dutch Resident at Surat. That in respect to the place where the duty should be collected we were desirous it should be done at the Custom House at the time of importation as calculated to remove these inconveniences which must arise by the adoption of any other system since if the goods were allowed to be carried to the Factory and the duty not to be levied until after

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(a) Wellicht 1812? is de aantekening op de copy.

they might be sold and issued from it, the British Government must possess some degree of control over the warehouses wherein the goods might be deposited.

17. While these subjects were under our consideration, we deemed it expedient to request the opinion of the Supreme Government whether the terms of the 12th Article of the Treaty of Paris and the 4th Article of the Convention with the Netherlands Government ought to be considered as superseding the privileges formerly enjoyed by the French and Dutch at Surat under the Firmauns granted by the Moghul authority, and were informed by the Vice-President in Council that previously to any conclusive opinion being formed on that subject it would be necessary we should furnish full information regarding the origin, nature and extent of the privileges which the Portugese actually enjoyed, and which the French and Netherlands officers might be expected to claim under the Firmauns of the ancient Moghul Government.

18. In reply to this call of the Vice-President in Council we acquainted him that the Firmauns possessed by the Portuguese were purely of a commercial nature, fixing the duty payable on their trade and on gold, silver and copper at 2½ per cent on the market price, payable in money or in kind.

19. That no documents were traceable on the records nor had any ever been produced explanatory of the privileges of the French, but that there was no doubt they had been also exclusively of a commercial character.

20. The Firmauns possessed by the Dutch were forty in number, of the contents of which we forwarded abstracts to the Vice-President in Council observing that besides fixing the duty at 2½ percent, they provided for the decision of disputes among themselves by their Chiefs, a privilege which had probably been enjoyed by the Chiefs of the Portuguese and French as far as related to the members of their factories respectively within their precincts.

21. That the privileges enjoyed by the Honorable Company were of the same description until the year 1759, when possession having been obtained by conquest of the castle of Surat the power vested in the Killadar or Governor of that Castle of administering justice in civil matters to those of the Natives applying for it (as explained in the preamble to the Regulation I, 1800, of the Bombay Code) devolved on the Chief in whose hands that Government was placed, who was also considered as the protector of the privileges of the foreign factories against encroachments on the part of the Nawaub; but

that all applications from foreign factories for redress against the Natives or against the Members of another foreign factory were preferred to the Nawaub, in whom the government of the city was vested previously to that year.

22. That, on the termination of the war in 1783, the Dutch and French factories were restored, without any restriction on their firmaun privileges, but that there was a material difference in the terms of the Treaty of Paris and the Convention between Great Britain and the United Netherlands, compared with former Treaties since the British sovereignty upon the Continent of India was for the first time recognised and acknowledged.

23. That a material change had also taken place in the internal Government of Surat since the occupation of the French and Dutch factories. By the 2nd Article of the Treaty concluded with the Nawaub, «the administration of Civil and Criminal Justice, and, generally, the whole Civil and Military Government of the City and its dependencies was vested for ever entirely and exclusively in the Honorable English Company”.

24. That we had not the means of being informed of the nature of the connection that subsisted between the British and the Moghul authority at Delhi, but that it might be of importance to a decision of the question to state that, notwithstanding the rights of the Moghul have been considered to have been entirely superseded for many years prior to the Treaty in 1800, the Moghul flag continued to be displayed at the Castle with the British, a circumstance, though nominally recognising the existence of the Moghul's authority, that tended to countenance pretensions the permanency of which might otherwise have been more affectually resisted.

25. That on a reconsideration of the Convention and of the Treaty of Paris, it appeared to us that the 1st Article of the former and the 8th of the latter, by using the term „restore”, contemplated the re-establishment of the foreign factories under their former grants, and those under the 3rd Article of the one and the 12th of the other of these documents had relation to their trading to ports on the Continent of India at which they had no privileges, and wherein they were to enjoy the same facilities, privileges and protection as were then granted, or should be granted, to the most favoured nations, but that this interpretation did not appear to be supported by the tenour of the instructions of your Honourable Committee, dated the 7th November 1814.

26. That we, however, conceived that the French would not have any just grounds of complaint if the 12th Article were to be strictly applied to their commerce at the Port of Surat,

until, by the production of their Firmauns, they established the privileges to which they might be entitled; — that the records would explain the privileges they had been permitted to enjoy, but that they might have originated from grants or concessions from the Nawaub and not from Delhi, and would not, therefore, be considered as valid.

27. Such was the substance of the communication we made to the Vice-President in Council on which he remarked that until the French and Dutch Agents, empowered to receive charge of the factories at Surat, should have declared the nature and extent of the privileges they claimed and the grounds on which they might demand them, it would be difficult to define the terms on which those factories should be restored.

28. That he had experienced considerable difficulty in forming a conclusive judgment respecting the precise character and scope of the privileges conveyed by the Firmauns of the former Emperors of Hindostan to the subjects of the European Powers in question, and apprehended that the solution of the difficulty must depend on the nature of the case itself, if not to be found in the terms of the Firmauns, or that, in fact, the main object of enquiry was, whether the privileges granted to those Powers by the Emperors of Delhi were binding upon them and their successors in perpetuity or whether the Moghul Government was at liberty, under the powers which every State must, generally speaking, be considered to possess with regard to taxation, to alter the rates of duty established on the trade of the Portuguese and others by the Firmauns in question. That the answer to these questions would necessarily determine the course which should be pursued by the British Government as exercising the powers formerly possessed by the Emperors of Delhi and bound as their successors to fulfil all obligations contracted by those sovereigns towards Europeans, foreigners, in common with all other classes of persons.

29. That in like manner the Vice-President in Council was not aware that the decision of the question could be in any material degree affected by the circumstances of the change in the internal British Government of Surat, for the decision of the Government must ultimately be made to rest upon the broad basis of equity and good faith. That adverting, however, to the difficulties in which the question was involved, he was solicitous to be apprised of our sentiments on the subject, and with a view to facilitate the ultimate decision of the case, wished to be furnished with copies and translations of such of the Firmauns or other instruments as might appear from the

terms and tenour of them, best calculated to show whether the privileges should be regarded as of a permanent character or revocable at the pleasure of the authority exercising the sovereign powers of the State.

30. In this communication the Vice-President in Council did not make any distinction between the Portuguese and Dutch on the one hand, and the French on the other; because supposing the claims of the former powers to be admitted, the French might reasonably expect an exemption from any higher rate of duty than $2\frac{1}{4}$ percent at Surat under the 12th Article of the Treaty of Paris, by which they were to be placed upon the footing of the most favoured nations; but that should we see this question from a different point of view, it was still open to a full and unreserved discussion.

31. As it was essential to obtain the most correct information of the extent and nature of the privileges enjoyed by the Foreign Factories at Surat, we appointed a Committee composed of the Chief, Collector and Custom Master at Surat to ascertain those points from the records of their respective Departments. Attention was particularly directed to the following points, viz

1stly Whether, to entitle Foreign Nations, having factories at Surat, to the enjoyment of their Firmaun privileges, the goods they exported were, or were not, required to be *bona fide* their own property, and to be exported in ships of their own nation? Or in other words, could a foreign factory trade to either of the Gulphs on Arab, or other Asiatic bottoms, or to China in British or Asiatic bottoms, under the Phirmaun privileges, and thus evade the British rates of duty?

2ndly Could a subject of the Honourable Company, a Merchant of Surat or any member of the Nawaub family, claim as matter of right, to carry on his trade through any of the foreign factories, and thus evade the British rates of duty?

3rdly Did the Phirmaun grant any greater privileges to the import trade of Foreign factories than to the export?

4thly Were treasure, jewels and precious stones liable by the Phirmauns to the same rate of duty on import and export as articles of merchandise?

5thly Whether articles intended for the use of any of the foreign factories at Surat, namely, articles of dress, eatables, wrought gold, silver and copper and jewelry of all kinds have been imported free of duties either as a claim of right or as an indulgence?

6thly Whether the Phirmauns should be regarded as of a permanent character or revocable at the pleasure of the authority exercising the sovereign power of the state?

32. We refer your Honourable Committee to the reply of the Committee to the various queries above stated.

33. On the 1st Query, the Committee observed that the tenour of the Portuguese Phirmaun (which seemed to be founded on the privileges granted to the Dutch) in their opinion implies that the goods were required to be the *bona fide* property of that nation and that their own ships and vessels only should be employed in the Trade. But the Government of this Presidency had acted on a different construction of the nature of the privileges, and sanctioned the practice of allowing others to trade under the privileges of the foreign factories, by declaring that the duties should be regulated according to the flag born by the vessel importing or exporting the goods without reference to the nation of the owner of the property.

34. In the course of the enquiry the Committee had ascertained that the Dutch, French and Portuguese were accustomed to trade from Surat to the two Gulphs of Persia and Arabia to Europe, to China, to Bengal and to places to the Eastward on the payment of 2½ per cent, the rate of duties specified in their Phirmauns, though the particular nation of the vessels by which this trade was carried on did not appear, and that the Portuguese had the additional privilege which their trade still enjoys of deducting 5 percent from the amount valuation of their goods, so that that nation pays on 95 rupees at the rate of 2½ per cent.

36. It appeared, however, that in 1806, it was decided by the then Government that the trade of the Portuguese with the Gulphs was to be subject to the extra duty on that branch of the commerce of Surat.

36. On the 2nd Query, in addition to what is stated in reply to the 1st, the Committee observed that although they had not been able to discover an instance of any merchant of Surat, or subject of the Honourable Company, having ever claimed that privilege as a matter of right, they entertained no doubt it was enjoyed through the medium of the Foreign Resident, who according (as they believe) to an understanding between him and the merchant, makes application for the goods to be passed, as if belonging to his nation, by which means they become only liable to the Firmaun duty of 2½ percent, and hence the difference between that rate and the duty which they would otherwise have to pay becomes a positive loss to the Company.

37. On the 3rd Query, it appeared by the Portuguese Firmaun, that no distinction was made between Imports and Exports, both of which they were of opinion were intended

to be charged with $2\frac{1}{2}$ percent «on the cost of the goods» or «current price in the Bazar».

38. The question adverted to the 34th paragraph seemed to the Committee to give rise to an expectation that all merchandise imported by the Dutch into their Factory at Surat should pass free of duty and only be liable to the fixed rate of $2\frac{1}{2}$ percent in the event of its being sent into interior of the Country or re-exported by sea, but an application from the Representatives of the Netherlands Company to the Governor in Council of the 15th of July 1786, claiming a right to export all merchandise from Surat free of duty, which had previously paid the duties on importation, contains an acknowledgment that their goods were subject to and had previously paid an import duty, and that this was fully confirmed by a letter from the Phooza Master in the same year, which clearly established that goods imported by the Dutch, after having paid the import duty, were further liable to, and actually did pay customs on exportation both before and after the acquisition of the Castle of Surat by the Honourable Company in the year 1759.

39. On the 4th Query «whether treasure, jewels and precious stones were liable by the Phirmauns to the same rate of duty on import and export as articles of Merchandise» their opinion was in the affirmative, as the Portuguese Firmaun expressly states that «the duties on their gold, silver and copper, etc., shall be fixed at $2\frac{1}{2}$ percent, the same as the Dutch». That so far as they have been able to trace, they do not find that any duties have been levied on the importation of bullion by the Foreign Factories since the year 1760, and that no article of jewellery has ever been manifested by them for export, on which customs could be collected; although it was well known that the Portuguese annually make large purchases in the city of Surat, which must be clandestinely exported. That the late Portuguese chief had indeed acknowledged in a note to the custom master in the year 1805 that such articles were liable to duties. That in the year 1815 the above articles were exempted generally from customs and town duties, and as no exemption was made in regard to the Foreign Factories, it had been considered by the Custom Master, as well as on this account as from the practice which had so long prevailed, that the articles in question were to be passed altogether free.

40. That on the 5th Query, the Committee were not aware of any ground on which it could be maintained that articles intended for the use of the Foreign Factories could as matter of right be imported free of duties.

41. With regard to eatables the Committee observe that in the Firmaun to the Dutch of 1627 it is provided «that they may embark on their vessels custom free according to ancient usage the provisions requisite for their consumption», and that in as far as relates to liquors they had found a claim advanced by the Portuguese Director in the year 1808 that wines imported in Portuguese bottoms should be exempted from the payment of customs, was conditionally sanctioned by Government on the 5th of March of the same year, on the grounds of former practice, if found to exist, and that this having been certified by different merchants said to be acquainted with the former usages of the Factory, to the satisfaction of the Chief of Surat, the claim was accordingly admitted and the exemption may still be considered to exist.

42. On the last question «whether the Firmauns should be regarded as of a permanent character or revocable at the pleasure of the authority exercising the sovereign powers of the State», we beg to refer Your Honourable Committee to the 14th and subsequent paragraphs of the report under consideration for information of the grounds on which the Committee have offered an opinion «that the enjoyment of their Firmaun privileges by the Foreign Factories, since the transfer of the Government of the city and its dependencies to the Honourable Company in the year 1800, may be regarded rather as matter of favour than of right; and that the British Government, as exercising exclusively sovereign authority in Surat, possesses at any time the power of annulling those antiquated privileges of Foreign nations, which can no longer be claimed as matter of right».

43. In forwarding the Committee's report to the Supreme Government, we observed that on a full consideration of the subject we could not perceive that the privileges conceded to the Foreign Factories could be viewed as binding in perpetuity, even on the Emperors of Delhi, much less on successors.

44. That in the year 1778, prior to the introduction of the British sovereignty into Surat, the French Chief had protested against our occupation of the French Factory as a conquest, on the plea of the neutrality of the Port and of its being a dependency of the Moghuls, but that this plea had been disregarded on the ground of the sovereignty of the Moghuls having ceased to exist.

45. That the Firmaun privileges, moreover, fixed the rate of duty to be paid on the trade of foreigners, on its transit from Surat to Agra, Delhi and even to Calcutta, concessions

which have not been considered binding by the Mahrattas.

46. That these grants could not be viewed in the light of treaties or alliances. That the latter, however, «fall to the ground with the public power that had contracted them”; and that permanency of possession could not therefore be conveyed by an instrument which may be considered of a character inferior even to a personal Treaty.

47. That the provisions of the recent treaties with the Dutch and French had restored their factories but not the privileges under which they were formerly held, though they grant, in respect to trade, the same privileges as are enjoyed by the most favoured nations, that is, favoured as we submit not by Foreign but British concessions, since they could not be admitted to more favourable terms than were enjoyed by our own subjects, which they would be if admitted to the privileges enjoyed by the Portuguese.

48. Whilst then we entertained little doubt of the terms on which the French and Dutch Factories had been restored, we were of opinion that if the right of domain which he had acquired since the grant of the Firmauns empowered us in the exercise of our supremacy, to render Foreigners, as they have been, amenable to our Courts of law in their intercourse and dealings with our own subjects; we possessed the right also of regulating the rates of duty to which the trade of Foreigners should be subjected, independently of any ancient concessions by a Power whose sovereignty was no longer recognised.

49. That the amount of pecuniary loss to which we should be subject by preserving to the Foreign Factories their Firmaun privileges could not be immediately estimated, as it depended on the extend to which their trade might be carried, but that the inconvenience which would be felt by that decision could easily be remedied by reducing the rate of duty on the British trade to $2\frac{1}{2}$ per cent, a modification the adoption of which we should recommend at the earliest period, should His Lordship in Council take a different view of the nature and extent of the privileges to which the Foreign Factories at Surat were entitled under the Firmauns granted by the Emperors of Delhi.

50. Shortly after the preceding enquiries regarding the Firmaun privileges were submitted for the final decision of the Supreme Government, we received from the Chief at Surat a report of a right claimed by the Portuguese Director to consider all merchandise laden on board of Portuguese bottoms, as Portuguese property, to the subjects of whatever nation it might belong, and as such to be cleared out from the Portu-

guese Factory and to be liable to a duty of $4\frac{1}{2}$ per cent of which $2\frac{1}{2}$ was to be made over to the Honourable Company, and the difference, or 2 per cent to remain for the use of that Factory. This claim was brought forward by the Portuguese Director in consequence of Mr. Agar, our Collector of Customs, having levied the regular duties of $3\frac{1}{2}$ per cent on a quantity of cotton, the property of a British subject residing at Bombay, laden on board of two Portuguese boats for its conveyance to the Presidency.

51. This claim was stated to be founded on an order passed by this Government on the 4th of April 1800; but having carefully examined all the proceedings connected with this question we acquainted the Chief at Surat that we had failed to trace any authority in support of Mr. Loureiro's statement that *goods laden* on Portuguese vessels should be subject to the duty of $4\frac{1}{2}$ per cent divided in the manner above stated.

52. That the instructions of the Bombay Government of the 4th of April state generally that goods imported at Surat in Portuguese bottoms, are to pay Portuguese duties; but do not prohibit the levy of English duties to which the trade of British subjects is liable.

53. That the Firmaun privileges, of the Foreign Factories relate exclusively to goods *bona fide* the property of the subjects of each nation and that the admission of a contrary principle would place British subjects trading from a British port, under the protection of Foreign Factories by which they would enjoy (if Mr. Loureiro's construction of the rate and appropriation of the duty were correct) greater advantages than their own Government extends to its trade; a result sufficiently preposterous to prove the inaccuracy of his data.

54. We therefore confirmed the levy of the regular customs of $3\frac{1}{2}$ per cent which had been made by the Custom Master on the cotton belonging to British Merchants exported in Portuguese boats and as they had thought proper to ship their cotton on a foreign bottom we abstained from all interference in regard to the claims of additional duty which the Portuguese director might prefer, these persons having sought the protection of a Foreign Flag ought to abide the consequences, and should be left to take their award in the Courts of Law if they conceived themselves aggrieved.

55. Your Honourable Court will observe this decision was founded on the same authority as that on which the Portuguese Director grounded his pretensions, though under a different interpretation; but the order of the Bombay Government of

the 4th April 1800, even if it had supported Mr. Loureiro's claims, obviously had been superseded by Regulation 9, 1800, passed on the 18th June of that year by the Governor of Bombay whilst at Surat, and confirmed by the Government on the 1st of August following.

56. Sections 5 and 7 — Clause 2nd — of that enactment prescribed the means to be adopted for ascertaining what goods shall pass through the Latty or Phoorza Departments, and the Rules in respect to Foreign European Nations trading under Firmauns which we conceived must constitute the law from the date of its promulgation.

57. The regulation in question had not in any degree affected the rights claimable by the Firmauns. Under that instrument, the Portuguese, Dutch and French are Phoorza Merchants and must carry on their trade through the Phoorza Custom House, but if a British Merchant should think fit to resort to that Department, he would not only forfeit the privileges of that Regulation, but be liable also to the British and Foreign duties. Under this construction Section 8 and its clauses apply only to English goods, or in other words to the trade carried on through the Latty; and no exemptions from the payment of further duties were accordingly allowable on goods imported into the Phoorza, nor were any certificates to be granted in favour of goods exported from that Department, and in order that no further misconception might arise on these points, we issued a Proclamation at Surat in conformity to this interpretation of the Regulation.

58. On the same occasion we confirmed the decision assumed by Mr. Romer when acting for Mr. Elphinstone during the absence of the latter at Bombay, that no duties would be levied by the Portuguese Factory on articles imported at Surat which having been exempted from the payment of Sea duties by the Moghul authority have continued so under the regulation of the Honourable Company's Government.

59. Having submitted our correspondence on this subject to His Lordship in Council he has informed us that this claim is so intimately blended in the general subject of the privileges to be allowed to the Dutch, French and Portuguese nations trading at Surat, it was advisable that the whole question should be considered at once, that His Lordship in Council could not however satisfactorily ascertain from the documents then before him the exact grounds on which the Portuguese assert a right to collect duties for their own benefit on goods imported at their Factory, on vessels bearing their flag, and he therefore

directed that the Portuguese authorities at Surat might be called upon to represent the grounds of their claim to the privilege in question in such a precise shape as to enable His Lordship to pronounce an opinion on its merits. This call has accordingly been made on the Portuguese and here the questions regarding the Firmaun privileges at present rest.

60. The following questions respecting the jurisdiction of our Courts over the Factories were submitted to us by the Judge at Surat grounded on the 4th paragraph of your Honourable Committee's instructions to the Governor-General of the 7th November 1814 in which it is stated that with the exception of the precincts of their own territories they are, equally with other Europeans resident in India, amenable to the jurisdiction exercised under the authority of the British Government.

1st Are the precincts of Foreign Factories situated within the walls of the City of Surat or gardens and houses belonging to the same, without the walls of the place, open to the ordinary process of the Judge or the Magistrate of the Adawlut in matters civil or criminal?

2nd Are the persons of Foreigners residing within the precincts of the said Factories, gardens or houses subject to like process within the said limits?

3rd Are the persons of natives of India residing within these limits, in the service of such Foreigners, subject to the like process?

4th. Are matters of a civil or criminal nature, arising within the precincts of the said Factories, gardens or houses in which both parties may be foreigners cognizable by the local, civil and criminal courts?

61. These questions, having been submitted to the Advocate-General, he stated to us that from the best view he could take of the subject he did not suppose that either the Dutch or French Commissioners would acquiesce in the determination of Government should it be founded on his opinion; though there could be no doubt that neither the Supreme Government nor the Court of Directors meant to recognise the right of any of the European Powers to hold an independent jurisdiction in India, except where they have an independent and exclusive territory, a right which he did not conceive could by possibility exist within the limits of British sovereignty. Vattel B II Ch. 7, S. 84.

62. That the Firmauns of the Dutch appeared to him to be nothing more than commercial licences or grants of protection from the ruling powers, whereas the British sovereignty over

Surat and the Territories, places and other dependencies thereof was expressly recognised in the treaty with the Nabob and had been exercised at least since the year 1800 without being once questioned even by the Native Power.

63. On these principles Mr. Macklin was of opinion that the civil and criminal jurisdiction of the Zilla Court of Surat extended to every person and place within the territory defined by the Regulation and that the Foreign Factory was only an estate in that territory to the possession of which as an estate the foreigner was entitled but not to the exercise of any civil or criminal jurisdiction, an opinion which we have adopted for the guidance of the judicial authority at Surat.

64. In the month of January we received from the City Magistrate at Surat a report of his having failed to obtain from the Portuguese Chief an amicable adjustment of the circumstances connected with a serious breach of the peace committed by part of the crew of the Portuguese ship *Amelia* then lying in the river; and it appearing to us that the Chief had evaded the demand, made upon him by the British Magistrate for the surrender of the persons accused preparatory to an investigation, in a manner unbecoming the representative of a Sovereign in such close alliance with the British Government, we thought it proper to support the dignity of our Government and to direct the British Chief to make an immediate demand on the Portuguese for the surrender to the Magistrate of the persons so charged with a violation of the peace, and empowered the Chief, in the event of the demand not being complied with, to declare the commercial privileges enjoyed by the Portuguese at Surat to be suspended until a representation of the circumstances should have been made to the Vice-Roy at Goa.

65. Before these instructions reached Surat, the *Amelia* had sailed; and in communicating the circumstance, and that he was therefore unable to produce the accused persons before the Magistrate, the Portuguese Director observed that even if the ship had been in the river it would have been necessary that the parties accused would have been actually pointed out to him, professing that he had done all in his power to discover the offenders though without success, and that he could not be expected to deliver up innocent people.

66. The sincerity of these professions, however, may easily be refuted by a reference to the correspondence, where the conduct of Mr. Loureiro appears manifestly evasive and failing in his promise to deliver up the parties under the pretence that the name of the offender was not made known «it being

impossible», observes the Magistrate, «either for the complainants or myself to spell with accuracy a Portuguese appellation».

67. Your Honourable Committee will observe from the deposition of the complainants that the assault was said to have been made by «Francis Chico and others», and there can be no doubt that if the Portuguese Director had, in his professed disposition to support the British Magistracy, produced the crew or allowed the complainants to have access to them, the persons of the delinquents would have been identified.

68. The suspension of the commercial privileges under the circumstances above detailed not having been enforced, we informed the British Chief that after a full review of the Proceedings we could not refrain from expressing our regret that so little disposition should have been manifested on the part of the Portuguese Director to assist the Magistrate in promoting the ends of public justice; that such communications as had lately been made to him by the Magisterial authority with the view of bringing matters to an amicable adjustment were not to be considered as a matter of right, but conceded as acts of courtesy towards the representative of a Foreign nation, and that a failure on the part of the Portuguese Director to meet those marks of attention in a manner the Government had a right to expect, must discline it to continue them in future.

69. That although, in instances where public justice may not be impeded by applications to the Portuguese Director, such acts of courtesy might be continued, still in all other cases, the Magistrate was directed to proceed to execute the process in the mode prescribed by the regulations.

70. The Portuguese Director, having in a subsequent letter stated that the conduct of the Magistrate in the proceedings under review was derogatory of the customs privileges and invariable practice of the Portuguese Factory acknowledged by the Honourable Company and the Government of Bombay from the time of their having received charge of the administration of Surat from the Nawaub, and still preserved and enjoyed by the Portuguese Chief and Director, we called upon Mr. Loureiro to state the grounds on which this assertion was founded; but have received no specific reply. In a late visit to Bombay Mr. Loureiro wished to enter into a verbal explanation on the subject with the President, but he was informed that it would be regular for him to send an official reply through the same channel through which the call had been made, when it could be regularly laid before the Government by our Chief.

71. In the month of April last, a few days before the arrival of the Netherlands commissioner to receive charge of the Dutch Factory at Surat, a message was delivered to the British Chief from His Highness the Nawaub intimating that as the British and Dutch Governments were now on terms of amity, he was desirous of sending some confidential person to congratulate the Dutch Commissioner upon his arrival. Had nothing more been intended than a mere complimentary message Mr. Elphinstone conceived there would have been little cause for hesitation in acceding to his request, but aware that it might be considered as a prelude to a direct intercourse in future with the Dutch and other Foreign Chiefs, he very judiciously expressed his regret that he did not feel himself at liberty to sanction the intercourse of the nature proposed, without the previous authority of Government. We approved of this communication to the Nawaub and authorised Mr. Elphinstone, in case His Excellency should express any wish to hold an intercourse with the Chief of the French Factory on his arrival at Surat, to follow the same line of conduct.

72. Mr. Elphinstone was at the same time directed to acquaint His Excellency that, should he wish it, he would refer for instructions to the Government on the subject, but not until he had pointed out to His Excellency that such intercourse was open to doubtful constructions, which it would be impolitic on the part of His Excellency to raise, and had better be avoided.

73. Monsieur de Maisonneuve, whose appointment by the Government of France to be Chief of the French Factory at Surat was notified to us in the Honourable Court's despatch of the 27th August 1817, having arrived at Bombay on the 17th May, was received with every mark of attention and respect due to his rank, and after passing some days at the Presidency, was provided with one of the Honourable Company's Patta-mars for his conveyance to Surat, the best vessel then available, and in conformity with the definitive Treaty of Peace, signed at Paris on the 30th May 1814, and the instructions of your Honourable Committee of 7th November. The British Chief was directed to restore Mons. de Maisonneuve, the French Factory and all the buildings and grounds connected with it together with all records and documents belonging to the late Factory, which might then be under his charge.

74. Shortly after the Chief's arrival at Surat, Mr. Elphinstone reported to us that Mons. de Maisonneuve had declined to sign the receipt tendered to him on the transfer of the French Factory, since it did not expressly provide for the restoration of the

rights and privileges formerly enjoyed by the French nation at Surat.

75. We conceived that the instructions we had previously transmitted to Mr. Elphinstone would have enabled him to answer not only the present, but any other claim which might be made in respect to such privileges; but as he appeared to wish for more specific instructions, we acquainted him that, if the claim to commercial privileges was founded, as it appeared to be, on the Convention of 1787, he was to inform Mr. de Maisonneuve that, under the instructions which had been received by this Government from the Authorities in England, the stipulations of that instrument were not to be considered applicable to the relative situation of the two nations in India, as established under the Treaty of 1814, and consequently any pledge which may have been intended to have been given in a letter from Mr. Cherry, the Secretary to the Council at Surat, addressed to Mr. Bruix on the 9th April 1793 and on which Mr. de Maisonneuve appeared particularly to found his claim, could no longer have affect.

76. That by the 12th Article of the Treaty concluded at Paris on the 30th May 1814, the subjects of the Most Christian King were entitled to the same facilities, privileges and protection, with respect to commerce and the security of their persons and property within the limits of the British sovereignty on the continent of India as are now, or shall be granted, to the most favoured nation, an engagement which it was the first wish of the British Government in India to see fully and permanently maintained, that the subject of the duties levied at Surat on the Trade of Foreign Nations, having been some time since submitted to the consideration of the Most Noble the Governor-General in Council at Fort William, it was impossible to say what His Lordship's decision on this important question might be, but in order that Mr. de Maisonneuve might experience no inconvenience in his commercial arrangements for the ensuing season, Mr. Elphinstone was authorised to assure him, that until His Lordship in Council should decide otherwise, the duty to be levied on the trade of his nation at Surat would be calculated at 2½ per cent, the same as is now paid by the Portuguese and Dutch.

77. That with regard to the several articles of moveable property taken charge by the British authorities on the capture of the Factory in 1793, which Mons. de Maisonneuve seemed to claim, we observed that we could hardly suppose that that gentleman could place much importance on their restauration,

even if they were now in existence, particularly when he adverted to their perishable nature, and to the ruinous state in which they were acknowledged to be by Mr. Bruix so far back as the 1st of March 1791, — as will appear by his Memorandum at the bottom of the statement wherein they are particularised. That it appeared therefore only to be necessary that Mr. Elphinstone should explain the circumstance to Mons. de Maisonneuve and acquaint him that the only trace that could now be obtained of them was an entry on the public accounts of the year 1799, wherein it is stated that sixty rupees had been received as the proceeds of the sale of four bullocks, formerly belonging to the French gardens.

78. It occurred to us also to explain to Mr. Elphinstone that, according to the 11th Article of the Treaty of Paris the places to be restored to His Most Christian Majesty were to be given up in the state in which they might be at the time of the signature of that Treaty, and that under these circumstances we conceived M. de Maisonneuve would no longer hesitate in signing the receipt tendered to him by the Chief after some slight alterations introduced by us and into which it could not be necessary that any mention should be made of commercial rights and privileges, and having heard no more on the subject we conclude that everything has been satisfactorily adjusted.

Documents transmitted.

79. By this opportunity we have the honour to forward the following Diaries, viz: —

A continuation of the ship to ship diary in this Department from the 11th of November to the 31st December 1818 with index complete.

Ditto, Ditto, from the 2nd January to the 9th October 1819. This index is not complete, a press of business in the Office not admitting of a fair copy being made for this opportunity.

Secret Diary from the 2nd January to the 31st December 1818 for the Right Honourable the Commissioners of the Board of Control, with Index complete.

We have the honour to be with the greatest respect,
Honourable Sirs,

Your most faithful and obedient humble servants,

Bombay Castle,
9th October 1819

EVAN NEPEAN,
A. BELL,
G. L. PRENDERGAST,
J. WARDEN.

Bijl. 2 noot b bl. 248. Brief dd. 1 Juli 1821 van Calcutta aan Londen over de Nederlandsche bezittingen in Vóór-Indie (B):

In our letter to Your Honourable Committee of the 1st of March last (*a*) we had the honour to intimate our intention, as soon as we should have collected the information contained on our records, to submit our sentiments on the subject of the 24th paragraph of your letter of the 8th August 1820.

2. On a reference to our former proceedings we find that all the information which we possess respecting the extent and value of the Dutch possessions in India, as well as of those of the French and Danes, has already been submitted either to your Honourable Committee or the Honourable, the Court of Directors.

3. In our letter to your Honourable Committee of the 30th June 1817, we had the honor to express our opinion of the inconvenience and embarrassment likely to result from the existence of settlements under an independent foreign authority in the heart of our possessions and, after some detail of the sources of inconvenience above alluded to, we earnestly recommended to the attention of your Honourable Committee and His Majesty's ministers, the measure of endeavouring to obtain the annexation of those settlements to the British possessions.

4. In the same despatch we did ourselves the honour to lay before your Honourable Committee a statement of the gross and net revenue of the colonies in Bengal for the last five years, from that date of the British administration, and to state that we had directed the Governor of Fort St. George to transmit, by the earliest opportunity, a similar statement of the settlements which were under the charge of that Presidency.

5. Your Honourable Committee will have learnt from those statements, that the net revenue of French, Dutch and Danish settlements in Bengal, and on the Coromandel and Malabar coasts, during the five years of British management above alluded to, averaged about 51.000 rupees per annum in Bengal, and about 48.000 at the Presidency of Fort St. George; and you will have been apprised of our opinion at that period, that, as far as we were able to judge, the annexation of those foreign possessions to the British territory could only be effected by

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(*a*) Dit is een brief, dien ik reeds herhaaldelijk aanhaalde; men zie o. a. sub 130 mijner verhandeling over „Fendall's en Raffles' opvattingen” Bijdragen dl. XLVII (1894) bl. 463; *ov.* 123. In mijne nog te verschijnen verhandeling over de herziening van het tractaat van 1814 geef ik dien brief geheel terug.

purchase, since we were not aware (and if the case were otherwise it would not be within our competence to propose it) that territory in any other quarter of the globe could be ceded to the powers possessing them as an equivalent for the sacrifice, small as in reality we had shown it to be.

6. Respectfully referring your Honourable Committee to the communications, above alluded to regarding the foreign settlements, as comprising all the information which it is in our power to afford on the several points to which you have called our attention, it only remains for us to state, that nothing has since occurred to alter the sentiments we had formerly the honour to express, and that we trust an arrangement may still be effected with the several European powers holding possessions within our Indian empire, by which those settlements may either be wholly annexed to our dominion, or be reduced at least to the condition of mere factories, without any exclusive privileges or independent jurisdiction.

Bijl. 3 noot b bl. 252. Brief dd. 2 Januari 1817 van Dowdeswell aan Overbeek :

Mr. Van Braam having requested to be apprized of the reason why the transfer of the former Dutch possessions at Fultah to the authority of the officers of the Netherlands Government had not taken place, we called upon the magistrate of the 24 Purgannahs to explain the cause of the delay in carrying into execution the orders with which he had been furnished, directing him to deliver over Fultah to such persons as should produce sufficient powers from Mr. Van Braam to receive it.

It appears from the Magistrate's reply that the agent of the Dutch Government had not found it practicable to ascertain with precision the extent of land formerly appropriated to the site of the Dutch Factory at Fultah. It is further stated that of the ground which formed a part of the Dutch possessions a considerable portion had been washed away by the current of the river, and that under these circumstances the completion of the transfer had necessarily been postponed.

Adverting to these difficulties and to the small advantage which the Netherlands Government may be expected to derive from the possession of a tract of land of such very circumscribed limits as appears to have been assigned to the Dutch Factory at Fultah, it has occurred to us that a proposition for the transfer to the British Government of the reputed Dutch possessions at Fultah for an annual pecuniary compensation.

as in the case of Bernangore (a), would receive the concurrence of the Dutch authorities on the East Indies, and ultimate prove acceptable to His Majesty the King of the Netherlands; under this impression it is our intention to recommend to the Honorable the Court of Directors that a communication be made to His Majesty's Ministers on the subject with the view of effecting the arrangement in question with the Netherlands Government. — In the mean time we propose with your acquiescent to suspend all further proceeding in this quarter relative to the transfer of Fultah.

- Bijl. 4. noot d bl. 252. Overbeek ging in zijn antwoord aan Dowdeswell dd. 7 Januari 1818 achtereenvolgens na: 1^o de weigering der overgave; 2^o de weinige voordeelen der nederzetting; 3^o het voorstel tot afstanddoening aan Engeland. Omtrent een en ander schrijft hij dan het volgende:

Op het eerste punt zij het mij alleen gegund te remarqueeren, dat ofschoon niet met nauwkeurigheid te bepalen is, de uitgebreidheid lands voorheen door de Hollandsche Factory beslagen, omdat een gedeelte door de stroom der rivier is weggespoeld, evenwel de plaats vanwaar de Nederlandsche vlag weleer woei bepaald scheen te zijn aangetoond. Dit zoo zijnde, weet ik niet wat zwaarigheid men heeft kunnen vinden om de Nederlandsche vlag aldaar weder te doen hijschen. De order tot het overnemen van alle plaatsen is positief; ik, als een ondergeschikt dienaar, ben genoodzaakt daar aan te obedieeren en verzoek derhalve op nieuw, dat Fultha aan Nederland wordt overgegeven op dezelfde wijze als die plaats weleer is bezeten geweest, te weten: als de ligplaats van Nederlandsche schepen en vaartuigen onder de protectie der Nederlandsche vlag.

Over het gewicht der bezittingen van Fultha zal ik geen oordeel vellen. UEd. schijnt juist te redeneeren, wanneer men de zaak in het afgetrokkene beschouwt; dan het kan UwEd. niet onbekend zijn, dat vele plaatsen door Rijken en Staten van

(a) Het tweede additioneele artikel van de Londensche conventie dd. 13 Augustus 1814 luidde nl. aldus: „The small district of Bernagore, situated close to Calcutta, being requisite to the due preservation of the peace and police of that city, the Prince of Orange agrees to cede the said district to His Britannic Majesty, upon a payment of such sum annually to His Royal Highness as may be considered by commissioners to be appointed by the respective Governments, to be just and reasonable, with reference to the profits or revenue usually derived by the Dutch Government from the same.”

Zie over den afstand van Bernagore mijne verhandeling over het tractaat van 1814, in dit Tijdschrift, dl. XLVII (1897). bl. 273 en bl. 278; *ov.* bl. 35 en bl. 40.

groot gewicht worden beschouwd, schoon zij, verre van voordeel op te leveren, niets anders dan lastposten zijn.

Alle propositiën, die UwEd. zoude gelieven voor te slaan tot het afstaan der Nederlandsche bezittingen te Fultha voor eene jaarlijksche compensatie in geld, zal ik gaarne overnemen, om daarvan rapport te doen aan Hunne Excellentien de Commissarissen-Generaal bij mijne volgende depêche.

Bijl. 5 noot b bl. 253. In Overbeek's brievenboek leest men de volgende overwegingen op ontvangst van het Calcuttasche voorstel dd. 16 Januari 1818:

Waarop gedelibereerd zijnde, is met verwondering opgemerkt, hoe de geheele inhoud van dien brief kenbaar maakt de lage streken, waartoe het Engelsche Gouvernement zich vernedert, om ons te ontzetten van onze rechten en hoe zij het in de onderhandeling over Foltha daarhenen zoeken te wenden, om ons af te schepen met een gewaand bezeten stukje grond, voor het grootste gedeelte weggespoeld door de Hoogly, mits dat wij aantoonen, hoeveel er overig is, schijnende zij als nu berouw te hebben over haar splendied aanbod van pecuniele consideratie, omdat de Resident in zijn laatsten brief van den 7ⁿ Januari 1818 eene geheel andere wending aan de onderhandeling had gegeven door te begeeren dat Foltha aan Nederland zou worden overgegeven «op dezelfde wijze als die plaats weleer was bezeten, te weten als de ligplaats voor Nederlandsche schepen en vaartuigen, onder de protectie der Nederlandsche vlag» — een begeerte steunende op recht, reden en het belang van den Staat, omdat wij nooit een bijzonderen lap lands te Foltha bezeten hebben, dus ons recht van eigendom op niets kunnen aantoonen en ergo zouden wij verliezen, alles wat wij te voren als een voorrecht genoten hadden, zoo wij op den vorigen aanleg der onderhandelingen wilden voortgaan. En is derhalve goedgevonden en verstaan te rescribereen op de volgende wijze:

Dat de Resident bedankt voor de vriendelijke dispositie, die het eerste deel des briefs bevat, dat de heer Hoff bereids lang van den heer Commissaris last gehad heeft, om Foltha over te nemen, zoodanig als de Nederlanders die plaats bezeten hebben vóór den oorlog;

Dat de Instructiën voorgeschreven aan den Magistraat der 24 Purgannas aan den Resident onbekend zijn, en dat hij dus niet kan oordeelen of de termen daarin begrepen hem autoriseeren om Foltha onder dezelve over te nemen;

Dat plicht en geneigdheid den Resident aansporen om allen

misverstand met het Engelsch Gouvernement te vermijden, en dat daarom noodzakelijker wijze de volgende elucidatie moet gegeven worden:

Dat Foltha sinds onheugelijke tijden de ligplaats der Nederlandsche schepen geweest is, dat als zoodanig die plaats ons nooit betwist wierd door de vorige bezitters van het land, noch door het Engelsche Gouvernement;

Dat de Nederlandsche vlag te Foltha woei, en dat de Nederlanders daar rechtsgebied hadden over haar eigen subjecten;

Dat zij aldaar onderhielden een geweldiger of onderschout als representant van den Magistraat te Chinsurah, dat die man de goede orde hield en van alles rapport zond naar het Hoofdkantoor;

Dat reeds zoo vroeg als 1738 de Nederlanders aldaar gebouwen hadden tot berging hunner goederen; dat de plaats waar die gebouwen gestaan hebben nu met geen zekerheid te bepalen is; dat wellicht het geheele stuk grond reeds lang in het bed der Hoogly begraven ligt;

Dat de plaats vanwaar de vlag geheschen werd bij het uitbreken des oorlogs, nog aanwezig is; dat de laatste geweldiger Hennis woonde op drie biggas grond, welke hij in huur had van Bakk'r Mahomed, wiens weduwe nog in leven is;

Dat het Engelsche Gouvernement ons nooit hinderlijk was in ons ongestoord verblijf te Foltha; integendeel dat wij altoos hetzelfde genegen vonden om ons te bewaren bij onze rechten en onzen vrede, waarvan onder vele voorbeelden de brief, geschreven door Lord Cornwallis in den Raad van Fort William sub dato 4 Januari 1788, ten blijke kan strekken;

Dat dit eenvoudig verhaal in een klaar licht stelt wat de Resident bedoelde toen hij in zijn brief van 7 Januari 1818 verzocht, «Dat Foltha aan Nederland mocht worden overgegeven op dezelfde wijze als die plaats weleer was bezeten, te weten, als de ligplaats voor Nederlandsche schepen en vaartuigen onder de protectie der Nederlandsche vlag»;

Dat als zoodanig de Resident in naam Zijns Konings, zijn vlag wenscht te hijschen, en dat hij presumeert, dat het jongste tractaat hem daartoe recht geeft;

Dat de Resident een verschil over eenige weinige voeten gronds van het ongezonde en woeste Foltha wenscht te vermijden, zoowel als alles wat aanleiding kan geven tot het krenken der harmonie tusschen de beide natiën.

Bijl. 6 noot c bl. 253. Het voorstel der Engelsche autoriteiten aan Overbeek over Calcapoor:

Mr. Van Braam having previous to his departure for the Coast of Corromandel, requested that the final answer of this Government relative to the terms of the transfer of the Dutch Factory at Calcapore might be transmitted to you, we have the honor to address to you the following communication expressive both of His Lordships sentiments and of our own on that subject.

You will have been apprized by Mr. Van Braam, that we have deemed it proper to consult the Most Noble the Governor-General on a question, involving so many important consequences, and the delay which necessary took place in the notification of His Lordships sentiments, — which as already noticed are in entire consonance with the opinion we had formed on the subject, — had precluded an earlier intimation of our resolution respecting Calcapore.

Mr. Van Braam has founded his demand for the restitution of Calcapore with the liberal privileges specified by him, as being annexed to the possession of it, on the 1st article of the convention, concluded between Great Britain and the United Netherlands, on the 13 of August 1814. The provisions of that article however are so general, that we cannot consider them to convey any precise intimation of the terms on which the possession of Calcapore is to be restored to the Dutch authority, nor to warrant the British Government to conclude the transfer of that factory with the annexation of the extensive privileges claimed by the Dutch Commissioner. — Mr. Van Braams claims indeed for the privileges in question rests sole on prescription, for he has produced no sunneds in support of these claims, nor is it even alleged, that any such instruments ever existed. Although in practa very extensive powers may have been exercised heretofore by the Dutch authorities at Calcapore, it is impossible, we presume, at this distance of time to obtain any correct information of their nature and under the uncertainty which thus prevails regarding the rights demanded on behalf of the Netherlands Government, we regret that we cannot reconcile it to our sense of public duty to reinstate the Dutch officers in the possession of Calcapore on the footing demanded by Mr. van Braam until we shall have been furnished with further instructions from the authorities at home.

A reference on the subject will accordingly be addressed at an early period of time to the Government in Europe, through the Honorable the Court of Directors, but as a considerable interval may elapse before the result of this reference can be known in India, we have the honor to tender the immediate restitution of Calcapore to the officers of the King of the

Netherlands, simply on the footing of a commercial Factory, according to the instructions originally conveyed to the Magistrate of Moorshedabad.

Bijl. 7 noot d bl. 253. In Overbeek's brievenboek leest men namelijk op ontvangst van het voorstel om Calcapore zonder de daaraan verbonden rechten terug te geven, het volgende:

Dat deze brief zoowel als alle de handelingen van het Gouvernement van Fort William in deze gewesten, blijken draagt van den ingewreten haat, dien zij Nederland en alle andere vreemde natiën toedragen; dat het een zonderlinge stelregel is, dat zij niets kunnen doen, omdat artikel 1 van het verbond van 13 Augustus 1814 een uitgebreid veld opent om veel te verrichten; dat men evenwel niet kan pretendeeren dat ons bezit van Calcapore niet zoude steunen op oude firmans, want dat de firman tot de constructie der Loge, gedateerd is geweest 1650; dat uit kracht daarvan die Loge is begonnen in 1651 en voltooid in 1739, hebbende gekost 153000 sicca-ropijen; dat het evenwel niet kan gezegd worden, dat alle de privilegiën, daar zoo lang uitgeoefend, zouden steunen op openbare verleende vergunningsbrieven van den Vorst van Dilly, of een zijner gedelegeerden, ten minste dat zij aan den Resident niet bekend zijn, en ook niet in den jare 1757, toen de beschrijving van Bengalen door den Raad van Indië Pieter van den Velde werd ten papiere gesteld, zijn aangehaald; dat de Nederlanders evenwel die extensieve privilegiën niet hebben kunnen uitoefenen, zonder het openbaar of oogluikend consent der gebieders in het Soubaschap Bengalen; dat voor dat consent ontwijfelbaar enorm zal zijn betaald, maar dat de bewijzen daarvan nu niet meer voorhanden zijn, en ook niet in de schaal van het recht zouden wegen, zoolang de balans gehouden wordt door ijverzucht en kwaadwilligheid; dat het Engelsche Gouvernement met de zwakheid onzer bewijzen bekend, daar zij door eigenbaat gedreven, steeds gereed gestaan hebben onze archieven te doorsnuffelen en te vertalen, en thans daarop doordraven; dat zij evenwel ons langjarig bezit en uitoefening der door den heer Commissaris gevraagde extensieve privilegiën moeten erkennen, en die moettende erkennen, Calcapore hadden behooren te restitueeren, zoo het hunne geneigdheid niet was, ons in dit land alle mogelijke vexatie aan te doen, en daardoor als het ware ons verblijf zoo verdrietig te maken, dat wij vanzelve tot heengaan en tot een overdracht voor geld besluiten....

Op grond van een en ander besloot Resident Overbeek te antwoorden :

Dat het den heer Resident leed doet, dat hij de gevoelens van Zijn Lordschap en die van den Vice-President in Rade zoo strijdig vindt met den wensch van het Nederlandsch Gouvernement en dien van den heer J. A. Van Braam ;

Dat Zijner Lordschaps, zoowel als des Heeren President in Rade positief uitgedrukt besluit om de zaak in quaestie te refereeren aan de decisie der Britsche en Nederlandsche autoriteiten in Europa, alle verdere discussiën tusschen de beide Gouvernemen ten in dit rijk, voor het tegenwoordige blijkbaar geheel noodeloos maakt ;

Dat even zoo zeer als het den Vice-President in Rade leed doet, dat het onbestaanbaar is met zijne publieke plichten, om Calcapore aan de Nederlandsche autoriteiten over te geven, op den voet gevraagd door den heer Commissaris, het den Resident evenzoo zeer smart, dat hij het onbestaanbaar met zijne plichten vindt, de plaats over te nemen op de door den Vice-President in Rade aangeboden voorwaarden, namelijk simpel als eene commercieele factory ;

Dat de Resident de determinatie van zijn Lordschap en die des Vice-Presidents in Rade zal communiceren aan Hunne Excellentien de Commissarissen-Generaal . . . .

Bijl. 8 noot b bl. 254. In het brievenboek leest men als een gevolg der weigering van den loodsdienst :

Waarop gedelibireerd zijnde, is met verontwaardiging bespeurd, dat het Engelsche Gouvernement, overtuigd dat deszelfs weigering alleen steunt op eigenbaat, bevelzucht en ongenegenheid om aan Nederland te restitueeren hare rechten, tracht te evadeeren alle discussiën over het punt der loodssloepen tegen welke zij niets weten in te brengen als eigen convenientie ; dat als men die convenientie in beschouwing neemt, op den bodem niets anders vindt dan laag zelfbelang, want dat het geheele etablissement hare loodsschepen doet varen voor rekening der koloniale kas, en een important saldo, na aftrek van alle ongelden, overlaat ; dat aan eene andere natie een deel te geven in eenig voordeel, hoe ook genaamd, geenszins strookt met het Engelsche systema, doch dat er geene reden altoos is, die Nederland verplicht voor Engelsche convenientie de knieën te buigen en zijne rechten op te geven ; dat de Engelschen weliswaar hebben opgeofferd de dubbele loods- en bakengelden, maar dat zij zulks niet deden uit liefde voor Nederland ; dat

wij daarvan ook niet alleen jousseeren, dus voor die sacrifice geen verplichting altoos hebben, noch die kunnen of behooren aan te merken als een regard voor de convenientie en het voordeel van Nederlandsche subjecten, ergo ook niets daarvoor behooren te laten varen of op te geven.

Op grond waarvan Overbeek besluit aan den Vice-President in Rade te Calcutta het volgende te schrijven:

Dat de Resident evenzoo zeer als de Vice-President in Rade advers is van lange en vruchteloze discussies; dat hij evenwel niet kan afzijn als in het voorbijgaan aan te stippen, dat Nederlands recht tot het houden van loodssloepen zeer wel gegrond scheen te zijn; dat dat recht nooit is betwist; dat de Nederlandsche loodssloepen de Ganges sinds onheugelijke tijden hebben bevaren; dat zij bestonden toen deze kolonie in den jongsten noodlottigen oorlog werd in bezit genomen en dat met geen mogelijkheid als een stelregel kan worden geadmitteerd, dat om den wil en de convenientie van het Britsche Gouvernement, Nederland hare welgegronde eischen zou moeten opgeven; dat de Resident bedankt voor de communicatie der regulatiën, welke de vreemde natiën ontheft van het betalen van dubbele loodsgelden; dat hij met den Vice-President hoopt, dat de Nederlandsche onderdanen die regulatiën zullen aanmerken als genoegzaam voorziende in hare convenientie en adventagie, doch dat hij Resident moest aanmerken, dat de nationale schepen door de Nederlandsche loodssloepen steeds voor niets werden binnengeloodst, en dat derhalve de regulatie uit dat oogpunt beschouwd, althans niet strookt met het belang van Nederland; dat de inhoud der missive zal worden gecommuniceerd aan Hunne Excellentien de Commissarissen-Generaal, en afgewacht wat Hoogstdezelve zullen gelieven te besluiten.