

Licence to a Missionary.

The original presented to the Society by the Rev. T. V. Tymm, D.D., Vice-President.

This Indenture

made the *Thirteenth* Day of *June*, in the Year of our Lord One Thousand Eight Hundred and Thirty *One*, Between the UNITED COMPANY OF MERCHANTS OF ENGLAND TRADING TO THE EAST-INDIES of the one Part, and *The Reverend John Ellis* of the other Part, **Witnesseth**, That at the request of *John Ellis* the said UNITED COMPANY have given and granted, and by these Presents do give and grant, full and free License, Power, and Authority, unto the said *John Ellis* during the Pleasure of the said COMPANY, and until this License shall be revoked by the said COMPANY or their Court of Directors, or the Governor-General, or Governor of the Presidency where the said *John Ellis* shall from Time to Time be found, to proceed to the Principal Settlement of *Fort William in Bengal* belonging to the said UNITED COMPANY in the EAST-INDIES, there to reside as a *Missionary under the Patronage of the Baptist Missionary Society* according and subject to the Provisions and Restrictions contained in an Act of Parliament made and passed in the fifty-third Year of the Reign of His Majesty King George the Third, entitled 'An Act for continuing in the EAST-INDIA Company for a further Term the Possession of the British Territories in INDIA,

together with certain exclusive Privileges, for establishing further Regulations for the Government of the said Territories, and the better Administration of Justice within the same; and for Regulating the Trade to and from the Places within the Limits of the said Company's Charter; and Subject to all such Provisions and Restrictions as are, or hereafter may be in Force, with regard to Persons residing in INDIA, and also subject to the Covenants and Agreements of the said *John Ellis* hereinafter mentioned. **Provided** always, and these Presents are upon this express Condition, that in case of Bread or Non-Observance of any of the Provisions, Restrictions, Covenants, or Agreements, subject to which this License is granted, and on the Part of the said *John Ellis* to be observed and performed, then and from thenceforth the License hereby granted shall be and become absolutely null and void, and of no Force or Effect whatsoever, and the said *John Ellis* shall be deemed and taken to be a person residing and being in the EAST-INDIES without any License or Authority for that Purpose. And the said *John Ellis* for Himself, his Heirs, Executors and Administrators, doth hereby covenant, promise, and agree, to and with the said UNITED COMPANY, in Manner and Form following, that is to say; That he the said *John Ellis* from the time of his Arrival at *Fort William in Bengal* aforesaid shall and will behave and conduct himself, from Time to Time, and in all Respects, conformably to all such rules and Regulations as now are, or hereafter may be in Force, at the said Presidency, or at any other Presidency, in the EAST-INDIES, where he the said *John Ellis* may happen to be, and which shall be applicable to him or his Conduct, and which he ought to obey, observe, and conform to: That he the said *John Ellis* shall not nor will, by Himself, or in Partnership with any other Person or Persons, or by the

Agency, of any other Person or Persons, either as Principal, Factor, or Agent, directly or indirectly engage, carry on, or be concerned in any Trade, Bank, Dealings, or Transactions whatsoever, contrary to Law. And that in case the said *John Ellis* shall be guilty of any Violence, Oppression, or Wrong, to any Person or Persons, not being an European-born Subject or European-born Subjects of His Majesty, his Heirs, or Successors, or shall commit any Offence against any King, Prince, Government, State, or Nation, within the Limits of the said COMPANY'S Charter, or shall be charged with any such Violence, Oppression, Wrong, or Offence, then, and in such case, the said *John Ellis* shall and will submit himself therein, in all Things, to the Decision of the said UNITED COMPANY, or their Court of Directors, or of the Governor-General in Council, or Governor in Council, of any of the Presidencies of the said Company in the EAST-INDIES, if they, or any of them, shall see fit to interfere therein; and that he, the said *John Ellis*, his Executors or Administrators, shall and will pay and make good all such Sum and Sums of Money, and do and perform all such Acts, Matters, and Things whatsoever, as a Reparation of the Injuries which he shall have occasioned, or the Offence he shall have given, as he shall be required by any such decision to pay, make good, do, or perform; and on Failure thereof, it shall be lawful to and for the said COMPANY, or their Court of Directors, or any of their Agents, to pay, or cause the same to be paid, made good, done, and performed, and thereupon the said *John Ellis* his Executors or Administrators, shall and will reimburse to the said COMPANY, their Successors or Assigns, all such Sum and Sums of Money, as shall be so paid, and all Costs, Charges, and Expenses, which may be incurred thereby: And that before he the said *John Ellis* shall

return to EUROPE, or remove from, quit, or leave the Presidency, or Settlement where he shall reside or shall be found, he the said *John Ellis* shall and will pay and satisfy, and perform all such Debts, Sums of Money, Duties, and Engagements, as he shall owe or be liable to perform to the said COMPANY, or any Person or Persons not being an European-born Subject or European-born Subjects of His Majesty, his Heirs, or Successors, or for any Injury or Offence he may have done or committed, as herein-before mentioned; and that, in case of any Breach of this Covenant, he the said *John Ellis* shall and will pay unto the said COMPANY and their Successors, for the Damages in respect of the Breach thereof such Sum of Money as he shall have owed, and which he shall have omitted to pay, as herein-before mentioned, or such Sum of Money, as shall be equal to the Damage actually sustained by any Person or Persons, by Breach or Non-performance of any Duty or Engagement which, under the Covenant herein-before contained, he ought to have satisfied or performed, before such Return or Removal, to the End that the said COMPANY, if they shall see fit, may pay over such Damages to the Creditor or Creditors, or Injured Party or Parties, for his her, or their own Benefit, or may apply them to any other Purpose, or keep them for the use of the said COMPANY, their Successors or Assigns. **In Witness** whereof, to one part of these Indentures the said UNITED COMPANY have caused their common Seal to be affixed, and to the other part thereof the said *John Ellis* has set his Hand and Seal, the Day and Year above written.

Sealed and delivered (being first duly stamped) in the Presence of
George Henry Broke.