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satisfy the demands of Mr. Dashwood ; the whole of what he had received from the Faro concern was gone. But let the reader observe, that in this receipt was contained 2776*l.* respectively belonging to Mr. Dashwood and Colonel C——; this was gone likewise. Mr. O'Brien had made a generous loan to five anonymous friends, of about 3000*l.* belonging to Mr. Dashwood and to Colonel C——, not only without their permission, but without their knowledge. These friends died insolvent ; and Mr. O'Brien, by a strange perversion of reason, adduces this insolvency, not merely in excuse for his conduct, but as a claim on the pity of Mr. Dashwood.—In the opinion of Mr. O'Brien, speculation is a virtue, and a breach of trust an incitement to compassion.

Does Mr. O'Brien acknowledge this conduct to be criminal? No, he justifies it. He compares himself to a trustee,\* and (in opposition to all law and equity) maintains his privilege of employing, in any manner most advantageous to himself, the sums confided to him for a particular purpose, during the existence of his trust. He diverts, by his own confession, the capital of the Bank, and boldly calls it the privilege of his situation. Could Mr. Dashwood have imagined Mr. O'Brien meant to make such use of the money entrusted to him, he would have withdrawn it immediately. In truth, suspicions of this kind, together with other circumstances not necessary to detail, compelled Mr. Dashwood to

\* Mr. O'Brien's Statement, page 3.

call upon Mr. O'Brien in the Spring of 1798, as that gentleman has described in his statement; and Mr. Dashwood submits to the common sense of mankind, whether, if they had entrusted money to an agent, whom they afterwards discovered employing to one purpose the sums advanced to him for another, they would not act as Mr. Dashwood acted,—apply for his accounts, and a detail of his proceedings. Mr. Dashwood did no more. But Mr. O'Brien says, the application was made before the time had expired during which the capital was to remain in his hands. The answer is obvious: That when Mr. O'Brien employed the capital to different purposes than those for which it was advanced, he, himself, put an end to the agreement, by so scandalous a breach of trust. This misconduct\* of Mr. O'Brien led to the award mentioned in his statement, which charged the payment of Mr. Dashwood's and Col. C——'s bonds upon Mr. O'Brien's premises at Fulham. The bonds were made payable at ten months, in order that the estate might be sold before the expiration of that time. What should a man of honour, as Mr. O'Brien repeatedly calls himself, have done upon the occasion? He should have expedited the sale to the utmost of his power. But neither his conscience, nor his honour, nor his mortgage, nor his bond, could hasten him to the proper conclusion. During the ten months, nothing effective was done: the bonds then became due; and Mr. Dashwood, by himself and agent†, pressed for a sale of the estate. The excuses of

\* Mr. O'Brien's Statement, page 2.

Mr. O'Brien, and the delays he threw in the way of this proposition, appear from his own pamphlet.\* At one time, it was a bad season; at another, it would distress a family residing there; at a third, it might subject them to disagreeable visitors. At last he boldly threatened to prosecute Mr. Dashwood's agent, if he dared to advertise the premises for sale.—Such is the conduct of Mr. O'Brien, who, to the performance of the award, pledged his sacred word, his character, and his honour—

“ And Dennis is an honourable man,”

—so much so, that when he found his evasions disregarded, and his threats treated with contempt, he consented, with great unwillingness, to a sale of the splendid estate at Fulham, on which, by his own account (*credat Judæus*) he had laid out five thousand guineas. The dreadful day approached; the venerable mansion of the O'Briens was exposed to public auction: the expectation of Mr. Dashwood was raised to the highest pitch; the hammer was about to fall,—when at that moment stepped in the agent of Mr. O'Brien, and with great deliberation bought in the estate for his employer, in whose hands it quietly remains at this moment. † Mr. O'Brien bought it in himself at 3560*l.* being 1060*l.* more than Mr. Smith had rated it at, who was employed by Mr. O'Brien to

\* Mr. O'Brien's Statement, page 6.

† See Mr. Hearn's letter, at the end of this publication.

fix the price at which it ought to be sold. Mr. Dashwood now learnt the value of his security, and of Mr. O'Brien's premises. He found that when Mr. O'Brien pledged his word of honour to abide by the award, he did it with a reserve that he was himself to be the judge of the proper time for the sale of his estate, and the amount that ought to be produced by it. For many months he protracted the time of sale; and, when compelled to fix it, he estimated the premises at a value absurdly high, and bought them in himself. Mr. O'Brien talks of a mortgage: he is the first mortgagor that ever hindered the disposal of his estate by purchasing it himself, for a nominal price, at the place of auction.

The real value of the estate in question, appears from the following letter, published by Mr. O'Brien in his Statement :

“ SIR,

“ Every effort has been made to sell Craven Cottage; but the charges upon it being much more than the real value, it is not possible. The utmost that it has been estimated at is 1000*l.*; now my client is willing to take the cottage, field, and premises, at 3300*l.* subject to Mr. Desenfan's claim, but no other. If this meets your approbation, let me know as soon as possible, and you will oblige,

“ Sir, &c.

*To Mr. O'Brien.*

“ J. HEARNE.”

Messrs. Dashwood and C—— having now relinquished all hopes of a public sale, made the proposal mentioned in the above letter, offering to give up their two bonds in part of payment;—surely a fair and honourable offer for an estate which Mr. O'Brien's agent, Mr. Smith, valued at 2500*l.* only : But Mr. O'Brien must tack a rider to the proposal, and absolutely refused to agree, unless it was consented, on the parts of Messrs. Dashwood and C——, that if the premises, at any time, sold for more than 3300*l.*, the overplus should go in discharge of the bond for 650*l.*, due from Mr. O'Brien to Mr. Dashwood. It is not contended, that Mr. O'Brien was bound to accept this offer of Messrs. Dashwood and C——; but it is contended, that the offer was fair and honourable. Mr. O'Brien rejected it; and Mr. Dashwood and Mr. C—— rejected that of Mr. O'Brien. They considered the proposal as a mere artifice of delay.

It is now necessary to mention the bond for 650*l.* Mr. O'Brien has stated this to have arisen from concerns in two Faro Banks, not submitted to the consideration of the arbitrators. Be it so: upon those two Banks there was due to Mr. Dashwood about 1800*l.* upon the securities of persons who had played at them. As these securities did not then appear likely to be paid, Mr. Dashwood, under a pressure for money, relinquished the whole of them to Mr. O'Brien, for his bond of 650*l.*,\* which Mr.

\* As Mr. O'Brien received in exchange for his own bond of 650*l.* securities amounting to 1800*l.*, 1150*l.* is to be added to the receipts of Mr. O'Brien already mentioned; making the whole of his profits 12,158*l.*

Dashwood imagined Mr. O'Brien would be easily able to pay, from the great profits he had made. It was, at the same time, agreed, that the bond, if not sooner discharged, should be paid out of the first money received by Mr. O'Brien, on the securities\* so relinquished. One of these securities, amounting to 600*l.*, has since been paid. Mr. Dashwood, upon a knowledge of the fact, by information from the person who paid it, applied to Mr. O'Brien to discharge his bond. What was that gentleman's answer? He had pledged the security two years before to a pawn-broker, from whom he had not received one third of its value. Where was that third? Gone. The pawn-broker † received 600*l.*, Mr. O'Brien 200*l.*, and Mr. Dashwood nothing. Mr. O'Brien has, however, asserted, that the bond for 650*l.* was to be paid from the Fulham estate, and from that only. This Mr. Dashwood positively denies. It is true, that at the time of relinquishing the securities, Mr. O'Brien assured him the estate would sell for 5000 guineas, and that the bond should be immediately paid by the sale. To Mr. Dashwood it was indifferent from what source he received payment. But can it be supposed he would surrender all claim upon the securities relinquished to Mr. O'Brien, on the bare assertion of that gentleman, that an estate, of which he was then in possession, would produce 5000 guineas at a sale? Or would any man, but Mr. O'Brien, contend, that even if the

\* Mr. O'Brien's Statement, page 4.

† Ditto, page 5.

premises at Fulham had been charged with the debt due on the bond, it ought not, in conscience and in law, to be paid by any other money that might come to the hands of Mr. O'Brien? Mr. Dashwood, finding the estate would not be sold, understanding his bond would not be discharged, and being informed that Mr. O'Brien had deposited the remaining securities in the hands of his banker, for the purpose of raising money for his private use only, considered that Mr. O'Brien had broken the trust upon which the securities had been confided to him. Mr. Dashwood then offered to restore Mr. O'Brien's bond for 650*l.*, if Mr. O'Brien would reinstate Mr. Dashwood in his original situation. This was refused. In consequence, Mr. Dashwood wrote to Messrs. H——, the bankers of Mr. O'Brien, and stated his claim upon the securities deposited in their hands. How this, as Mr. O'Brien declares, should have prevented him from paying Mr. Dashwood, it is difficult to discover. If Mr. Dashwood's assertion of his claim raised any suspicion in the minds of Messrs. H——, concerning the character of Mr. O'Brien, it may be a subject of shame to that gentleman, but gives him no title to complaint.

What now remained for Mr. Dashwood but to put his bonds in suit? They had been long overdue. Mr. O'Brien was of course arrested; and nothing has taken place that is not usual (as Mr. Dashwood is informed) upon such occasions. Of Mr. O'Brien's state of health, Mr. Dashwood was altogether ignorant: a knowledge of that circumstance would certainly have induced him to



delay his measures; but in truth, Mr. O'Brien merely complains, that, having been arrested, an attempt was made to carry him to prison. He complains of the law, and not of Mr. Dashwood.

Mr. Dashwood will re-state the case; with which, and a few words upon the affidavit of Mr. O'Brien, published in his Statement, he will close all he has to advance.

Mr. O'Brien admits himself indebted to Mr. Dashwood in 1763*l.* and to Col. C—— in 1013*l.* From the profits of the several Faro Banks, Mr. O'Brien has received above 11,000*l.*, of the disposition of which no reasonable account is given: he has parted, at one third of its value, with a security, which, in justice to Mr. Dashwood, he was pledged to keep: he has given three bonds to Mr. Dashwood and to Col. C——, which he refuses to discharge: he has pledged his honour to secure two of those bonds on an estate, which he refuses to sell; and this estate, so encumbered beyond its value by Mr. Desenfan's debt, so pledged to the performance of the award, he has since charged with 300*l.* due to two waiters at the Cocoa-tree;—persons, in his own language, *humble in sphere, but interesting to him in many respects.*

As to the solemn deposition of Mr. O'Brien,\* that gentleman well knew, at the time he made it, it could not be produced in a Court of Justice: it ranks, therefore, in degree of credibility, with

\* See the whole of that gentleman's affidavit, at the end of his Statement.

the honour of that gentleman, so often pledged to the performance of the award, and so often broken. That Mr. O'Brien, who has been seen, night after night, seeking subsistence by the casual success of a Faro Table, should swear he is little versed in any illegal game, is one of those audacious assertions by which mankind are sometimes stupified into belief. That Mr. O'Brien should swear he has never been guilty of any baseness, or fraudulent manœuvre, is a solemn declaration that Mr. Dashwood will not otherwise contradict, than by reference to the circumstances Mr. Dashwood has felt himself called upon to make public, and to a letter of Mr. Hearne, with which this statement shall be closed.

“King's Bench Walk, Temple, Feb. 14, 1800.

“MY DEAR SIR,

“My letters which Mr. O'Brien published without my knowledge, speak for themselves. But no gentleman is authorized to publish a private conversation, unless he publishes the whole, or agrees as to facts.

“My object was, *at Mr. O'Brien's request*, to settle, privately and amicably, a business that ought not to have been intruded on the public. I gave up six months to the negotiation without effect; and, convinced that the estate was not to be disposed of,

from the circumstance of Mr. O'Brien buying it in, through the medium of his agent, at the public auction, and refusing, in the presence of Mr. Thompson, M. P. and yourself, my repeated proposal to take the premises at 3300*l.* or whatever might be the amount of the two mortgages and Mr. Desenfan's claim, I thought proper, verbally, and in writing, to give notice that I should be no longer concerned for any of the parties, as I would not permit my name to be made use of in such *legal proceedings*, as the necessity of the case made necessary to bring matters to a conclusion.

“ I have not the honour of being personally known to the gentleman whom you have employed ; but his character and reputation in the profession are such, that he will doubtless do you every justice.

“ I remain

“ Your's truly,

“ J. HEARNE. ”

“ P. S. I understand that Mr. Smith has valued the property at 2500*l.*, and I do not think there can be a more competent judge.”

Mr. Dashwood has now advanced all that appears to him necessary for his defence ; and has only to add, that as he is

( 15 )

resolved not to be drawn into a further written controversy, he shall take no notice of any reply Mr. O'Brien may think proper to publish.

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*ANDREW WILSON*, Printer, Wild-court, Lincoln's Inn Fields.

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*And concise Explanation of the Nature and Use of the*  
**BAROMETER, THERMOMETER, & HYGROMETER,**

WITH

*RULES for foretelling the Alterations of the Weather*  
*by the BAROMETER.*

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OF THE BAROMETER.

**T**HE Barometer is an instrument contrived for measuring the weight of the atmosphere, and its variations; from which may be determined the changes of the weather, height of mountains, &c.

The Torricellian barometer is one of the most perfect and simple of all the constructions, and is the kind now universally made use of.

It consists of a glass tube filled with mercury, hermetically sealed at one end; at the other end left open, and immersed in a bason or reservoir of mercury: now as the weight of the atmosphere diminishes, the mercury in the tube will descend, and, on the contrary, as it increases, the mercury will again ascend. As there is no air between the upper surface of the column of mercury, and the internal part of the tube above it, the column of mercury suspended in the tube must be always equal to the incumbent atmosphere.

This tube is generally inserted in a long mahogany frame, and its upper part placed on a silvered brass scale, divided on one side into inches and tenths, from 27 to 31 inches, and on the other side are engraved the words FAIR, CHANGEABLE, RAIN, &c. serving as a general monitor, and indicating at such heights of the mercury such weather is to be expected. The inches and tenths upon the scale are measured from the surface of the mercury in the bason below.

To determine the height of the mercury with greater accuracy, there is commonly added a sliding piece of silvered brass, called a Vernier, whose index upon the top is to point exactly to the surface of the mercury in the tube; it has 10 equal divisions marked upon it, equal to 11 on the scale, serving to ascertain the height

of the mercury to the 10th of a 10th, or the 100th of an inch. The manner of using it is this: move its index nicely to the edge of the mercury in the tube, then first observe how many inches and tenths the edge of the Vernier, in a line with this index, is against on the scale, and if something more, particularly observe what division on the Vernier *joins* one on the scale; the number on the Vernier opposite to this will be the additional hundredths, and must be added to the inches and tenths shewn upon the scale.

OF THE THERMOMETER.

WHICH consists of a tube of a capillary bore, containing a column of mercury with a bulb at the bottom. The changes of the heat and cold of the air, or other medium, wherein the thermometer is placed, will be shewn by the rising and falling of the mercury, which arises from its being expanded and contracted. The scale whereon it is usually placed is Fahrenheit's, its freezing point being 32°, and boiling water 212°, sometimes Reaumur's scale is used, whose freezing point is 0, and boiling water 80°.

OF THE HYGROMETER.

AN instrument usually in a circular brass box, consisting of the beard of a wild oat; having fixed on it a light index, which it moves over a circular scale of divisions, from 0 to 90°, on the right and left hand side, the beard being influenced by the changes of the moisture, and dryness of the air where the hygrometer is placed, will always turn, when the change happens, towards the Moist and Dry upon the scale.

*N.B.*—Before use, the index should be turned to 0 on the scale by the brass key for that purpose.