

A
NARRATIVE
OF THE
TRANSACTIONS

BETWEEN THE
REV. MR. JOHN CROFTS,
AND
MR. DANIEL JONES, the Younger,
OF
FAKENHAM,

Relative to the *Rectory* of TWYFORD in *Norfolk*:

WITH OBSERVATIONS

On Mr. JONES's Conduct and Behaviour therein;
Intended to convey to the PUBLIC a true Idea of that
Gentleman's Character.

To which is added,

A Complete Refutation of the Charges
contained in his Letter of the Tenth Day of
October, 1778.

An hoc inhonestum et inutile factu
Necne fit, addubites, flagret rumore malo quum
Hic

Sed videt hunc omnis domus et vicinia tota
Introrsus turpem, speciosum pelle decorâ.

HORAT.

M,DCC,LXXIX.

APOLOGETICAL

P R E F A C E.

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THE disputes of individuals are not often of such importance, as to be deserving of general attention; and the publication of their mutual complaints and animosities has more frequently arisen from motives of personal pique and revenge, and from a desire to mislead by artful misrepresentation and specious impartiality, than from any real inclination to vindicate the

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cause of innocence and truth by a candid exposition of facts, or to mark out for general information the nefarious principles of those, whose evil designs may in future be rendered abortive by a timely detection.

Publications of the former sort are truly odious and detestable; and the universal contempt with which some late performances of that nature have been treated will surely be sufficient to prevent the repetition of similar attempts: but publications of the latter kind may be sometimes necessary and even useful.

When

When private characters are attacked with undeserved abuse, and when the established laws afford the injured party no adequate means of redress, his only refuge is at the awful tribunal of the public. If his appeal is founded in justice and expressed with decency, his reputation will be established, and it will be fortified by the general suffrage of mankind, against the arrows which malice has sharpened, and which have been winged with calumny and aspersions.

If the facts which he shall find it necessary to state in his own justification, and the observations

observations to which they give birth, should conduce to expose the designs of men whose principles are inimical to the well-being of society; and if the dangers into which one individual has been seduced, and the losses which he has sustained, should serve as a caution and preservative to others, he will derive a degree of comfort from the reflection, that his private misfortune has been of advantage to the public welfare.

The benefits which result to mankind from good and virtuous actions are not confined to their immediate operation in promoting the
happiness

happinefs of fociety; they are felt again as it were by reflection, when they are held out to public view as incentives to others in the purfuit of honour and of Fame. In this fhape it is, that fome degree of utility may be extracted even from vice itfelf: for while the virtues of the beft men are propofed as examples for imitation, the depravity of the worft may be expofed in its natural deformity, to excite the deteftation of mankind and deter others from adopting pernicious principles of action.

Sic teneros animos aliena opprobria sæpe,

Absterrent vitiis ———

· HOR.

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The necessity of the present publication will be sufficiently evident. The personal insults which Mr. Crofts had received, and the expences which the law suits had induced, he might perhaps have born with silent resignation; but when Mr. Jones had written his letter of the tenth of October, and when it was known to Mr. Crofts that the letter had been shewn to others, no choice was left for him as to the measures he was to pursue. Not to answer that letter would be a tacit acknowledgment of the truth of the charges it contains. His character as a clergyman, his particular

lar situation as a man who was intrusted to direct the education, and form the morals of youth, loudly called upon him to repel the imputations of falsehood and ingratitude. It was necessary that the refutation should be extended as wide as the accusation had reached. It was impossible to ascertain how far the industry of malice might have extended its envenomed influence, and nothing less than a public refutation could operate as a complete antidote to the poison.

*An, si quis atro dente me petiverit,
Inultus ut flebo puer?*

HOR.

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It has been intended to state the transactions with all possible accuracy and precision. The greater part of the facts are drawn from the proceedings in Chancery, which are very voluminous; and if any thing material has been omitted, it was not designedly done, but has arisen from the length and intricacy of those papers: It is believed however that nothing of that sort has happened.

The observations are such as the nature of the subject seemed immediately to point out, and care has been taken to avoid any reflections on Mr. Jones's conduct, but such as
were

were connected with the design of vindicating Mr. Crofts's character and of placing the transactions between him and Mr. Jones in their true light.

It is hoped that no unbecoming asperity of style will be discovered in this composition. At the same time that the author endeavoured to sketch out the more striking features of that gentleman's picture, he wished to avoid the most distant approach to a caricature. If any expression has escaped which may appear harsh and improper, a moment's reflection on the completion of the character

to

to be delineated, will furnish an excuse for that appearance. The reader will remember that the colours must necessarily be suited to the prevailing hue of the object to be depicted.

Some kind of apology seemed requisite from Mr. Crofts for the present publication, and it is hoped that enough has been said to shew the propriety, and even the necessity of it. The evidence is now before the public, and the merits of the cause are submitted to their judgment. Conscious rectitude enables him to support that anxious, but respectful solicitude, with which he awaits their decision.

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AND
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It may be proper to introduce the intended narrative, by stating some few transactions that passed between Mr. Jones and Mr. Holl, previous to the time Mr. Crofts became concerned.

It appears, * that in the year 1775, Mr. Holl having urgent occasion, and being in distress for money, employed Mr. Jones to sell the next turn or right of presentation to the
B rectory

* By the answer in chancery of Mr. Holl, taken upon oath the 10th of April, 1778.

rectory of Twyford; and that after some time had elapsed, Mr. Jones told Mr. Holl, “ *that* ‘ he could not find a purchaser.’ and Mr. Jones charged Mr. Holl and was paid for his journeys, trouble and attendance in the affair.

It appears also, † that about January 1777, Mr. Holl and Mr. Jones stated accounts in the above and other matters, and Mr. Holl in such accounts, appeared to be indebted to Mr. Jones in the sum of ninety pounds and upwards, and that Mr. Jones having pressed Mr. Holl for cash, Mr. Holl informed Mr. Jones, that he could not pay him till he could sell the living of Twyford; and Mr. Holl has declared upon his oath, that Mr. Jones did then ask him, ‘ *what present he would make him (Mr. Jones) or what he would give him if he could sell the said living,*’ and that Mr. Jones then said, ‘ *you ought to give me half.*’ which Mr. Holl declares he consented to, being then much distressed for want of money.

ABOUT the latter end of the the year 1776, or beginning of the year 1777, Mr. Crofts became acquainted with Mr. Jones, and was informed by him, that the curacy of Fakenham would soon be vacant. In consequence of this information, Mr. Crofts applied, by a friend, to the rector of the parish, and obtained the curacy. Soon

† By the answer in chancery of Mr. Holl, taken upon oath the 10th of April, 1778.

SOON after Mr. Crofts had obtained the curacy of Fakenham, Mr. Jones informed him, that he could procure for him the living of Twyford, which he described to him as a desirable object.

MR. CROFTS being then in a state of intimacy with Mr. Jones, and reposing full confidence in his friendship and advice, requested him to procure the next presentation upon such terms as he thought proper, and left the management of the purchase entirely to him.

ON the 21st of March, 1777, Mr. Jones wrote the following Letter to Mr. Holl.

S I R,

‘ I beg you will come to my house to-morrow morning, as I shall *have a gentleman here to treat* for the purchase of the next turn or presentation to Twyford living.—I hope you will be here at ten o’Clock.’

THIS letter, it is to be observed, Mr. Jones thought proper to send by Mr. Crofts himself, who *personally* delivered it to Mr. Holl.

MR. HOLL did not come to Fakenham on the following day, but upon a second application, he came to Mr. Jones’s house on the 27th of March, and then and there in the presence of Mr. Crofts, Mr. Jones contracted with Mr.

Holl for the purchase of the said next presentation at the price of two hundred pounds ; and an agreement was immediately drawn up by Mr. Jones, and signed by himself and Mr. Holl, in the following words :

‘ 27th March 1778. It is this day agreed
 ‘ by and between Robert Augustine Holl, of
 ‘ Twyford in Norfolk, gent. and Daniel Jones,
 ‘ the younger, of Fakenham, in the said county,
 ‘ gent. that in consideration of the sum of one
 ‘ shilling, this day paid to the said R. A. Holl,
 ‘ and of one hundred and ninety nine pounds
 ‘ nineteen shillings to be paid as hereafter men-
 ‘ tioned, He, the said R. A. Holl, shall and
 ‘ will, within two months from the date here-
 ‘ of, make a good title to, and by good and
 ‘ sufficient conveyances in law, convey unto
 ‘ the said Daniel Jones, or to, or in trust for
 ‘ such person as he shall appoint, the next
 ‘ turn or presentation, or right of presenting a
 ‘ fit person in holy orders to the rectory and
 ‘ parish church of Twyford aforesaid, and shall
 ‘ and will in such conveyance, enter into such
 ‘ covenants as are usually entered into in the
 ‘ like cases. And the said Daniel Jones, shall
 ‘ and will, on a good title being made, and
 ‘ proper conveyances executed by the said R. A.
 ‘ Holl as aforesaid, well and truly enter into,
 ‘ and execute a bond to the said R. A. Holl,
 ‘ in the penal sum of four hundred pounds,
 ‘ conditioned for the payment of one hundred
 ‘ and

‘ and ninety nine pounds nineteen shillings, on
 ‘ or upon the first day of January, 1778.’

Witness our hands, } DANIEL JONES, jun.
 } R. AUGUSTINE HOLL.

IT is to be observed, that Mr. Crofts himself was present under Mr. Jones’s directions, during all, or the greatest part of the time in which this agreement was making, although he had asked Mr. Jones whether it was proper for him to be present. And it is also to be observed, that when the agreement, in which Mr. Jones’s name was used as a purchaser, was read over, Mr. Holl, who had understood by Mr. Jones’s letter and by Mr. Crofts being present, that Mr. Crofts was to be the purchaser, said to Mr. Jones, ‘ *I thought I sold it to Mr. Crofts, not to you Mr. Jones,*’ to which Mr. Jones replied. ‘ *a Clergyman cannot purchase a living in his own name, so I make use of mine for him ; it is the same thing.*’

IT may also be observed, that there was only one part of this agreement, which remained in Mr. Jones’s hands, and of which Mr. Holl had no counterpart or copy.

THESE circumstances are stated for the purpose of introducing some observations upon Mr. Jones’s unskilful and improper management of this transaction.

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It appears, * that in the beginning of the month of May 1777, Mr. Holl's estates (including the said living of Twyford) were mortgaged to Mr. Collison for 4550*l.* and to Mr. Coulsey for 900*l.* and charged with certain legacies and annuities payable out of them; and Mr. Holl's affairs being nearly in a state of insolvency, he, in order to prevent his estates from being seized and his person arrested, was obliged to assign over all his estates, with the perpetual advowson of Twyford, to his father-in-law Mr. Quarles, and to Mr. Thomas Case of Lynn, by indenture of lease and release dated the 2d and 3d of May, 1777, in trust, to be sold for the best price that could be got; the money arising thereby, to be employed towards payment of mortgages, annuities, debts, and legacies chargeable on the estate, and the expences attending the trust; and the overplus, if any, to be rendered to Mr. Holl. And it appears, that Mr. Holl had not before this time informed, nor did he then inform Mr. Quarles or Mr. Case of the above-stated transaction and agreement with Mr. Jones.

It appears also, * that Mr. Quarles and Mr. Case having undertaken the trust, Mr. Quarles,
on

* By the answer in chancery of Mr. Holl, taken upon oath the 10th of April, 1778.

* By the answer of Mr. Quarles in chancery, upon oath.

on or about the 19th of May, 1777, applied to Mr. Jones for certain title deeds and papers in his custody, belonging to Mr. Holl ; and Mr. Quarles was then first informed by Mr. Jones, of his said agreement with Mr. Holl, at which he was much surprized; and that Mr. Quarles then and still believing the said next turn to be considerably underfold, he desired Mr. Jones to wave the benefit of his agreement, but Mr. Jones insisting upon having his agreement performed, Mr. Quarles told him, he would acquaint the other trustee, Mr. Case, with the affair, and that they would consider of it.

It also appears, that some short time afterwards, Mr. Quarles applied again to Mr. Jones and tendered the debt due to him from Mr. Holl, and demanded the papers: but Mr. Jones refused to deliver them to Mr. Quarles, until he had a copy of the deed of trust, and until the said trustees would convey the next presentation of the living of Twyford to him.

It seems however, that Mr. Jones soon after thought proper to send to Mr. Quarles, and to accept his said debt, and deliver the said papers to him.

AFTER these transactions, Mr. Jones sent for Mr. Crofts, and acquainted him, that Holl would not perform his agreement. Mr. Jones however, having informed Mr. Crofts that he
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had not the least doubt but he could obtain the living for him; and having strongly recommended it to Mr. Crofts to persevere in the purchase, and to commence a suit in chancery to compel a specific performance of Holl's agreement: and Mr. Crofts at that time, relying on Mr. Jones's friendship to him, and reposing the most entire confidence in his professional skill and ability, was thereby determined implicitly to follow his directions.

On the 1st of July 1777, Mr. Jones exacted from Mr. Crofts the authority and indemnity following:

‘ Mr. Daniel Jones,

‘ I do hereby declare, that an agreement, of which the within written is a copy,
 ‘ was entered into by you at my request and on
 ‘ my behalf, and I do hereby engage to fulfil the
 ‘ same when required, and also to indemnify
 ‘ you from all costs, charges, and damages
 ‘ which you will be put to or sustain, for, or
 ‘ by reason of your signing the said agreement;
 ‘ and I do hereby desire, that you will take
 ‘ such steps, and against such persons as you
 ‘ shall judge proper, towards compelling a specific performance of the said agreement; and
 ‘ I do hereby engage to be answerable to you
 ‘ for your charges and disbursements on that
 ‘ account.

‘ account. Witness my hand this first day of
 ‘ July, 1777.

‘ JOHN CROFTS.

‘ To Mr. Daniel Jones, the younger, of Fa-
 ‘ kenham, in Norfolk.

‘ Witness Francis Munhall.’

MR. JONES being now caparisoned with armour both offensive and defensive, with an authority to prosecute every litigation that his skill could devise, and with an indemnity to secure himself from every loss that might accrue, began his operations.

In the month of August 1777, Mr. Jones filed a bill in chancery in his own name against Messrs. Holl, Quarles, and Case, *stating* his before-mentioned agreement with Holl, and that Gregory, the then incumbent of the living, was about 65 years of age, very infirm, and not likely to live; *and stating*, (among other things) that the defendants alledged, that by reason of the before-stated deed of trust, the legal estate and interest in the said advowson and next presentation to the living of Twyford, was become vested in Messrs. Quarles and Case; and praying that Mr. Jones’s agreement with Mr. Holl might be specifically performed and carried into execution. And Mr. Jones thereby
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offered to pay the sum of 199*l.* 1*q*s. the residue of the purchase-money, and to perform his part of the agreement.

BEFORE any answer was put in to this bill, Mr. Gregory, the incumbent of the living of Twyford, died.

UPON Mr. Gregory's death in the month of November 1777, Mr. Jones presented Mr. Crofts to the said rectory, and Mr. Nathaniel Cooper of North Elmham, (who claimed a title to the next presentation) presented the Rev. Mr. Flacke. But neither of them were instituted thereto.

THE engagement now became general, and the whole artillery of legal hostility was put in motion. Bills original, and bills original and amended; bills supplemental, and supplemental and amended bills: *quare impedit* † *ne admittas* and *caveats*, answers and exceptions took their respective posts in the field of battle.

By these proceedings, Mr. Jones and Mr. Crofts became the plaintiffs in chancery, and
Mr.

* In fact there was but one of these. This is noted lest Mr. Jones, in a pitiable defect of other proof, should adduce this term, thus numeratively used as an ample testimony that Mr. Crofts possesses, what he very properly calls a *Satanic disposition*, from which disposition, happy man! Mr. Jones appears so immaculately free.

Mr. Worship, Mr. Cooper, Mr. Flacke, and the bishop of Norwich, together with Messrs. Holl, Quarles, and Case were made parties and defendants to the suit.

IN the month of April 1778, Messrs. Holl, Quarles and Case, and Messrs. Worship, Cooper and Flacke, put in their answers upon oath, to the bills filed by Mr. Jones and Mr. Crofts.

By these answers, or one of them, it appears that Mr. Holl, on the 23d of July 1774, (being then seized in fee of the perpetual advowson of the rectory of Twyford) did, by indenture of that date, in consideration of 150*l.* expressed to be paid to him by Mr. Worship, duly grant, bargain and sell unto Mr. Worship, his executors, administrators and assigns, the next turn or right of presentation to the rectory of Twyford, in order for him (Mr. Worship) or his assigns, to present a fit person thereto, when the same should become vacant. And it appears, that the 150*l.* was secured to be paid to Mr. Holl, by a draft drawn by Mr. Worship on a gentleman in London, for 100*l.* and by a promissory note for 50*l.* signed by Mr. Worship and payable to Mr. Holl. But the 150*l.* was not then paid to Mr. Holl.

It also appears by the answers, or one of them, that by indenture tripartite, dated and executed on or about the 25th day of June,
1777,

1777, and made between Mr. Worship of the first part, Mr. Holl of the second, and Mr. Cooper of the third part. It was witnessed, that in consideration of 38*l.* 7*s.* 5*d.* paid to Mr. Worship by Mr. Cooper, and of 150*l.* paid by Mr. Cooper to Mr. Holl in discharge of the said draft and note, (which 150*l.* had not been before paid to Mr. Holl, and which draft and note were then delivered up to Mr. Worship) that Mr. Worship granted, assigned, and set over, and Mr. Holl ratified and confirmed unto Mr. Cooper, his executors, administrators and assigns, the next turn or right of presentation to the rectory of Twyford. And it is stated by the answers, that the sum of 150*l.* was actually paid to Mr. Holl, and that the sum of 38*l.* 7*s.* 5*d.* was also actually paid to Mr. Worship by Mr. Cooper. And Mr. Cooper also states, that he purchased the next presentation to the living of Twyford, at the request of, and for Mr. Quarles, who advanced the money for that purpose.

Mess. Worship and Cooper deny, by their answer, that they had any notice or information of Mr. Jones's agreement with Mr. Holl, before the execution of the indenture of 25 June 1777, or that they had any reason to believe any such agreement had been entered into, except that Mr. Cooper alone says, he might have, or had heard a report of Mr. Crofts having agreed for, or bought the living of Twyford.

Mr.

Mr. Cooper, by his answer, states, that he had on Mr. Gregory's death, presented Mr. Flacke to the living of Twyford, under and by virtue of the indenture of 25 June, 1777, as he apprehended he had a right to do, and hoped that his presentation would be confirmed by the court.

MR. HOLL, by his answer, contends, that under the circumstances of this case, Mr. Jones could not be entitled to a specific performance of his agreement, or to any relief in a court of equity, because it appeared that his bargain or agreement for the said next presentation was *indirectly* made for the benefit of Mr. Crofts, who was *privy* to the contract and agreement although he was not a party thereto.

THE opinion which the neighbourhood in general entertained that Mr. Crofts would not prevail in these suits gave him much anxiety, and induced him sometimes to express to Mr. Jones his fears as to the event. On these occasions Mr. Jones always declared in the most forcible terms his certainty of success. Sometimes, however, Mr. Jones's civility led him to inform Mr. Crofts, that he had no right to ask any questions about the suit; because Mr. Jones best knew what was advisable to be done, and that the management and conduction of the whole affair must be entirely left to his discretion, who was (as he said) *not the last of his profession*.

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HE condescended however on one occasion, to consult his books, and to assure Mr. Crofts that the agreement he had made with Mr. Holl was not simoniacal

THE incivility of Mr. Jones's behaviour, the various intimations which Mr. Crofts received of the little probability there was of his success, the increasing number of suits depending both at law and in equity, and the consequential increase of expence, all concurred to render Mr. Crofts extremely uneasy, and to make him desirous of putting an end to these disputes upon any reasonable terms.

ABOUT the month of May or June 1778, Mr. Crofts applied to Mr. Jones and requested him to use his endeavours to compromise the matter. But this he absolutely refused to do, declaring that he was still confident of success. At the same time he advised Mr. Crofts to proceed in his suits; and proposed, as he was going shortly to London, to lay a state of the case before Mr. Jackson, for his opinion upon it. To this proposal, Mr. Crofts, finding Mr. Jones yet obstinate in his first opinion, and still presuming Mr. Jones to be competently skilled in his own profession, consented, though with reluctance.

MR. JONES however went to London, and returned from thence without taking the opinion
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nion he had himself proposed to take. Why that opinion was not taken is best known to Mr. Jones, as he never thought proper to give Mr. Crofts any reason for his not having taken it.

SOME time after this, the Rev. Mr. Brown brought a message from Mr. Jones to Mr. Crofts, purporting, ‘*That Mr. Jones bearing Mr. Crofts was ill, and that the law-suits gave him uneasiness, he (Mr. Jones) was willing to take the affair entirely upon himself; and that Mr. Crofts was to stand as nominal rector.*’

THIS message Mr. Crofts received with pleasure, and desired Mr. Brown to signify to Mr. Jones his approbation of, and thanks for this offer.

Mr. Crofts soon after recollecting the indemnity which Mr. Jones had exacted from him, and which remained in his hands, and thinking it ought to be returned to him, requested Mr. Brown, (who had been the mutual agent between them, and who was also of opinion it ought to be returned) to apply to Mr. Jones for it. The indemnity however was not then returned to Mr. Crofts.

SOME time after this, Mr. Jones and Mr. Brown came together to Mr. Crofts’s house,
and

and without any introduction, (except that of the most rude and insolent demeanor on the part of Mr. Jones) Mr. Jones produced an agreement, or the draft of an agreement, comprized in many sheets of paper, which he read over himself to Mr. Crofts, and which he insisted Mr. Crofts should sign if he meant Mr. Jones should take the affair upon himself. If Mr. Crofts's indignation was roused by the insolence of Mr. Jones's behaviour, his wonder and surprize were equally excited by finding, that instead of being delivered from his anxiety about the living, (as he understood he was to be by the message Mr. Brown had brought to him) he was now to be tied down to the payment of such annual sums, and the performance of such articles, as would have rendered his situation worse than if he had absolutely given up his claim to the living and paid Mr. Jones's bill.

THE agreement having been read over by Mr. Jones, Mr. Crofts informed him he was desirous to consult his friends upon it, and requested Mr. Jones to let him have it for that purpose. With this request, however moderate and reasonable, Mr. Jones, in the excess of his politeness and friendship, refused to comply. He condescended however so far as to say, 'that if Mr. Crofts or his friends chose to peruse it, they might do so at his own house.' Mr. Crofts however, for obvious reasons, nei-
ther

ther went himself nor thought proper to introduce any of his friends to Mr. Jones upon this occasion.

MR. CROFTS being disgusted and irritated at the ill usage he had received from Mr. Jones, and desirous to compromise the suits, or at least to take the management of them out of Mr. Jones's hands, did about the 27th of August 1778, write Mr. Jones the following letter :

S I R,

This is to inform you, that I do not
 ‘ intend to sign that string of articles you were
 ‘ pleased to read over to me at our last inter-
 ‘ view, and that I may no longer be subject to
 ‘ that rough, unhandsome treatment I have ex-
 ‘ perience from you, (particularly on Saturday
 ‘ night last) I am come to the following de-
 ‘ termination : If the opposite party will pay
 ‘ expences on both sides, I will give up my
 ‘ claim; if that is not agreed to, I beg you
 ‘ will make out you bill and send it to me, that
 ‘ I may put the present business into other
 ‘ hands, from whence I may expect to find a
 ‘ little more civility.’

A letter in these terms from a client to his attorney, would not, it is presumed, have inflamed the indignation of a man whose pride

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was

was not extremely dilated. Mr. Crofts only desired that Mr. Jones would either follow his directions, in accommodating the dispute ; or if he did not chuse to do that, that he would deliver up the papers to Mr. Crofts, in order to enable him to employ an attorney who would be disposed to comply with Mr. Crofts's inclinations

Reasonable as this request may appear to some, it was not thought so by Mr. Jones, who returned in seeming ire the following answer, dated 27th of August, 1778.

S I R,

‘ On account of your very ungrate-
 ‘ ful and dirty behaviour to me, I desire to have
 ‘ nothing more to do with you, or be any lon-
 ‘ ger concerned for you in any respect whate-
 ‘ ver; and I will as soon as I possibly can, send
 ‘ you my bill, which I shall expect to be forth-
 ‘ with discharged. When my demands are
 ‘ paid, and I am properly indemnified, I shall
 ‘ be happy to deliver the papers into other
 ‘ hands.

D A N. J O N E S, Jun.

About the latter end of September, Mr. Jones sent in his bill to Mr. Crofts, amounting to the sum of 71*l.* 18*s.* accompanied by a
 message,

message, purporting, that he (Mr. Jones) expected the payment of his bill within a fortnight after the delivery of it. Here the matter rested for some time.

On the 10th of October 1778, Mr. Crofts received from Mr. Jones the following note;

‘ Mr. Jones desires to know when a period
‘ is to be put to all kind of connection between
‘ him and Mr. Crofts.’

To this note Mr. Crofts returned a written answer, purporting, that Mr. Jones should be paid and discharged as soon as his bill was properly examined.

On the same 10th of October, Mr. Crofts received from Mr. Jones the following letter.

S I R,

‘ I expect the payment of my bill
‘ on Saturday next without fail, and you will
‘ be pleased to understand, that I am to be in-
‘ demnified against the consequences of the
‘ agreement, which I entered into, at a time
‘ when I did not know you so well as I do now.
‘ When these things are settled, I have a few
‘ words to say to you on the chapter of false-
‘ hood and misrepresentation, joined to the
‘ basest ingratitude.’

To

To this Letter, Mr. Crofts returned the following answer.

‘ I can, with justice, retort one part of your
 ‘ last note upon yourself, by saying, that had
 ‘ I known you as well as I do now, I should
 ‘ never have had any dealings with you : and
 ‘ as I never intend to have any conversation in
 ‘ person with you again, I call upon you to ex-
 ‘ plain your infamous accusation, as I can and
 ‘ will declare, whatever I have said is the ab-
 ‘ solute truth.’

Thus called upon to explain his charge of falsehood, Mr. Jones, the next morning (Sunday) sent to Mr. Crofts the following modest epistle.

S I R,

‘ I hope this letter will not lessen
 ‘ your *devotion*, or shorten the *lecture* of *this*
 ‘ *day*. I mean it as a *serious* admonition to
 ‘ you against *lying*.

‘ You call upon me to explain the charge of
 ‘ falsehood which I have brought against you ;
 ‘ with your leave, I will not only *explain* but
 ‘ *prove* it.

‘ The account you have given Mr. Aspley of
 ‘ the conversation which passed at our last inter-
 ‘ view, is *false*; and the gentleman, who lucki-
 ‘ ly

ly for me was then present, is ready to attest the truth, which you, rev. Sir, have most *infamously perverted and suppressed*. The name of this gentleman is Mr. Brown, who has some *reason to complain* of your *propensity* to that *Satanic vice* called *lying*.

The grateful declarations and acknowledgments which you made to me, at our last interview, very ill accord with your last note; wherein you tell me, that had you known me as well as you do now, you would never have had any dealings with me. Pray, good Sir, When and where had I any other dealings with you, than what were calculated and acknowledged by you to be for your benefit? When you wanted my services you was content to deal with me so much as to accept them. When you wanted *Fakenham curacy*, you dealt to me a profusion of thanks for the trouble I gave myself on your account. Thro' your dealings with me you obtained the *parsonage-house*. Through your dealings with me you was *introduced to the company of gentlemen*, who have since discovered your disposition, and join with me in reprobating your conduct. You was not ashamed of your dealings with me when my *house and table* were at your service. At that time my friendship, generosity and sincerity were your perpetual themes. Whence then this sudden change in your sentiments? Why am I to be dealt with no longer?

‘ er? I will tell you; *Because your Satanic purpose is answered.* It is for that reason my name is added to the list of those gentlemen whom your base heart has deserted and reviled.

‘ *After telling you, that you are an infamous LIAR and SCOUNDREL, I lay down my pen with a resolution of neither receiving nor answering any more letters.*’

D. J.

This is the letter to which the present narrative chiefly owes its publication; and this letter Mr. Jones has not been contented to confine to the perusal of Mr. Crofts alone, but a copy of it was, by Mr. Jones’s direction, shewn to one of the first characters in this county; with a view to injure Mr. Crofts’s reputation; and doubtless Mr. Jones has propagated the charges it contains, (if he has not shewn the letter itself) as far as *his* influence extends.

In order to prevent any interruption to the narrative, this torrent of abuse shall for the present pass unnoticed. When the narration is concluded, every part of that letter shall be fully answered. To proceed therefore,

Some few days after the receipt of this letter, Mr. Crofts applied to Mr. Stokes, an attorney
at

at Fakenham, and requested him to peruse Mr. Jones's bill; and if he thought the charges reasonable, to pay it, and take the papers out of Mr. Jones's hands, in order that the suits might be prosecuted or accommodated, as should be found most advisable under his direction. Mr. Stokes did accordingly wait upon Mr. Jones, and Mr. Jones insisting upon having an indemnification from Mr. Crofts before he delivered up the papers; and Mr. Stokes observing, that Mr. Crofts could not properly prosecute or defend the suits, without the assistance of Mr. Jones's name, and without being authorized by him to do so; and also observing, that he thought it very probable, that a bill might be filed by Holl and his party, against Mr. Crofts and Mr. Jones, to which it would be necessary for Mr. Crofts, that Mr. Jones should put in an answer: It was settled between Mr. Stokes and Mr. Jones, that Mr. Jones should authorize Mr. Crofts to use his name for those purposes, and that Mr. Jones should, at Mr. Crofts's expence, and at his request, do any reasonable acts that Mr. Crofts might find necessary to be done by him, in prosecuting, defending, or accommodating the then, or any subsequent suits relative to Twyford living, and in consequence of this, that Mr. Crofts should indemnify Mr. Jones against any damage to arise by what he had done, or might do at Mr. Crofts's request, in respect to the matters before stated. Articles of agreement were accordingly

cordingly executed between Mr. Jones and Mr. Crofts to that effect.

These articles were executed, Mr. Jones's bill paid, and the papers delivered to Mr. Stokes, on the 30th October 1778. Mr. Stokes having perused the papers, informed Mr. Crofts, that he was of opinion that the agreement which Mr. Jones had made with Holl, and the presentation of Mr. Crofts under it, were *simoniacal*, and could not be supported; and he therefore advised Mr. Crofts to accommodate the dispute upon the best terms he could obtain: That he might not rely upon his judgment alone, Mr. Stokes however recommended it to Mr. Crofts, that a case should be stated of the transaction, and a counsel's opinion taken upon it. This was accordingly done, and Mr. Lloyd, before whom the case had been laid, was of opinion 'that the presentation of Mr. Crofts, and all done under it, was void, under the act of the 12th of queen Anne, and he thought it proper for Mr. Crofts to make the best terms he could with the defendants, and to prosecute his suits no further.'

While these steps were taking, Mr. Holl filed a bill in chancery against Mr. Crofts and Mr. Jones, in order to compel from them a discovery of Mr. Jones's agreement with Holl, and

and how far Mr. Crofts was privy to, or concerned in it. That such a bill would be filed, might easily have been foreseen, since Mr. Jones himself had acknowledged to Holl, that the agreement was in fact made by him for Mr. Crofts's Benefit.

Mr. Crofts now became determined to accommodate the dispute, and Mr. Quarles having proposed. *that Mr. Crofts should give up his claim to the living, that all proceedings at law and in equity should be stopped, and that each party should pay their own costs* ; and Mr. Crofts not having been able to obtain more advantageous terms, he accepted Mr. Quarles's proposal, and agreements consonant thereto have been executed by all persons interested.

Here concludes the narrative of those facts which Mr. Crofts has thought it incumbent upon himself to lay before the public, in order to deduce from them a justification of his own conduct. The remaining part of this book will be employed in that design, and in observations upon Mr. Jones's management and advice to Mr. Crofts in these suits ; in refuting the charges of falshood and ingratitude which Mr. Jones has brought against him, and in rescuing Mr. Crofts's character from the malicious and rancorous attack, which Mr. Jones, with as little candor, as humanity, has made upon it.

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It

It will be proper to introduce the observations upon Mr. Jones's conduct and behaviour in the management of this business, by stating an act of parliament made in the 12th year of the reign of the late queen Anne, in order that the reader may the better comprehend the force and propriety of the ensuing remarks. In that act is the following clause ;

‘ And whereas some of the clergy have procured preferments for themselves by buying ecclesiastical livings, and others have been thereby discouraged, Be it further enacted by the authority aforesaid, that if any person from and after the 29th September 1714 shall or do for any sum of money, reward gift, profit, or advantage, *directly or indirectly*, or for, or by reason of any promise, agreement, grant, bond, covenant, or other assurance *of or for any sum of money*, reward, gift, profit or benefit whatever *directly or indirectly in his own name or in the name of any other person or persons* take, procure or accept the next avoidance of, or *presentation* to any benefice with cure of souls, dignity, prebend or living ecclesiastical, and shall be *presented* or collated thereupon, that then *every such presentation or collation*, and every admission, institution, investiture, and induction upon the same, *shall be utterly void, frustrate, and of no effect in law*, and such agreement shall be deemed and taken to be a SIMONICAL CONTRACT ;

‘ CONTRACT ; and that it shall and may be
 ‘ lawful to and for the queen’s majesty, her
 ‘ heirs and successors, to present or collate un-
 ‘ to, or give or bestow every such benefice,
 ‘ dignity, prebend and living ecclesiastical for
 ‘ that one time or turn only ; and *the person* so
 ‘ corruptly taking *procuring or accepting* any
 ‘ such *benefice*, dignity, prebend or *living*,
 ‘ shall thereupon and from thenceforth be ad-
 ‘ judged a *disabled person* in law *to have and*
 ‘ *enjoy* the same *benefice*, dignity, prebend or
 ‘ *living ecclesiastical* ; and *shall also be subject to*
 ‘ *any punishment*, pain or penalty, limited, pre-
 ‘ scribed or *inflicted by the laws ecclesiastical*, in
 ‘ like manner as if such corrupt agreement
 ‘ had been made *after* such benefice, dignity,
 ‘ prebend or living ecclesiastical *had become*
 ‘ *vacant*, any law or statute to the contrary in
 ‘ any wise notwithstanding.’

It appears by this act, that every clergyman
 is strictly prohibited, either directly or indirect-
 ly, from procuring or accepting, by means of
 any sum of money or reward, or by means of
 any agreement or bond, for any sum of money
 or reward, either in his own name or in the
 name of any other person, any ecclesiastical
 preferment whatever. It also appears, that by
 the same act, every presentation so obtained is
 void, and that any such agreement is simoniacal.
 Nay, by the ecclesiastical law, the clergyman
 who has so simoniacally obtained a living, is not

only disabled from enjoying that living, but he is absolutely disabled from having or enjoying any other benefice whatever.

The words of this act, are so plain and direct, and their application to Mr. Crofts's case is so obvious and forcible, that a man of the meanest capacity, who considers them only for a moment, cannot hesitate to decide, that Mr. Jones's agreement with Holl and Mr. Crofts's presentation under it, were simoniacal, and therefore not available by him.

Mr. Jones advised and pressed Mr. Crofts to purchase the next presentation, and when he agreed to do so, and left the management of it to Mr. Jones, that very Mr. Jones himself, an attorney at law, and in his own language, *not the last of his profession*, that Mr. Jones writes a letter to Mr. Holl, in which he tells him, not that he himself was to purchase the living, but that he was to have a gentleman at his house to treat for the purchase of it. Whom does Mr. Jones send with that letter to Mr. Holl? as if he could have found no other messenger, he sent Mr. Crofts himself with it. When Mr. Holl came to Mr. Jones's house, to make the bargain for the living, whom does he meet there? He meets there Mr. Crofts himself, and Mr. Crofts was present, by Mr. Jones's direction, when the contract was made. The agreement was made in Mr. Jones's name, but
that

that same Mr. Jones acknowledges to Mr. Holl, in Mr. Crofts's presence, ' *that a clergyman could not purchase a living in his own name, and that therefore he used his name for Mr. Crofts* ' If Mr. Jones knew that a clergyman ' could not purchase a living in his own name,' how came he not to know, that neither could a clergyman purchase a living in the name of any other person ; since the same act of parliament that told him the one, would also have informed him of the other. If Mr. Jones had been desirous to furnish the adverse party, with proofs that his agreement with Holl was simoniacal, he could scarcely have taken more certain and decisive measures to have done it. Perhaps Mr. Jones may not choose to be interrogated. It is hoped, however, that he will not be very much offended, if a few plain questions, relative to his own profession, are put to him. Had Mr. Jones, at the time of making this agreement, ever heard or read of such Crime as *Simony*, and if he had, was he at all acquainted with the nature of it ? Had he ever read the acts of parliament relating to that subject ? No excuse can be made surely for that Lawyer, who if he had ever read, could yet have misunderstood an act so clear and explicit as this is. If Mr. Jones had any knowledge of this act what was his reason for permitting Mr. Crofts to be present when the agreement was made with Holl ? what was his reason for acknowledging to Mr. Holl that he used his own
name

name in that agreement on the behalf of Mr. Crofts? Did not Mr. Jones know that a clergyman could neither in his own name, or in the name of any other person purchase any ecclesiastical preferment? Did not Mr. Jones know that he was taking the very measures which would furnish Holl with the means of defeating that agreement, which he had just entered into with Mr. Jones? Did not Mr. Jones know that if Mr. Crofts had obtained the living under that agreement, even then Mr. Crofts would have been liable to all the penalty's inflicted on a clergyman guilty of simony? If Mr. Jones did know these things, how came he to advise Mr. Crofts to purchase this living, and after he had given him such advice, how came Mr. Jones to pursue such measures as evidently tended to defeat the very contract he was making? If Mr. Jones did not know these things, how came he as a Lawyer and, not the last of his profession, to be ignorant of them? He might have known them. — He ought to have known them. — Surely 'tis high time he should learn them and he may take shame to himself for being ignorant of them. If he did know them, how can he reconcile his advice to Mr. Crofts, and his management of the purchase with that friendship for Mr. Crofts which was his professed motive to this transaction?

Giving

Giving (*pro hac vice* only) Mr. Jones credit for the possession of that friendship for Mr. Crofts, which he seems to think himself now so ill rewarded for, we are to regard him as a man who acted from a disinterested, though mistaken principle; as having had the wish, but not skill enough to serve his friend. The most favourable construction might give way to a more criminating one. It is a dilemma in which he must make an election; and whether he chuses to have the mark set upon his *head* or his *heart*, it will in either case justify the conduct of Mr. Crofts in wishing to put an end to these suits.

Mr. Jones it seems in tenderness to Mr. Crofts's anxiety did so far condescend as to consult his books. What books he consulted or what he found in those books he best knows; the result however of this consultation with his books was the most positive assurance to Mr. Crofts that *the contract was not simoniacal*; from what books he drew this conclusion is not known to any but himself; they seem however by the result of his search, to be books, of a nature very different from those to which other lawyers refer. There are law books, which would have told Mr. Jones, 'That if a contract is made when a church is full, to give a sum of money after it shall become void for the presentation thereto,' such a contract is *simoniacal*. The same books would have told him, 'That the buying of the next presentation

tion to a church when it is full, with intent to present a certain person thereto when it shall become void, and the presenting that person is *simony*.' If Mr. Jones has not the sagacity to perceive that Mr. Crofts's case fell under this description, yet others have perceived it; and the similitude is so obvious, that none but those who have previously determined not to perceive at all, can hesitate to pronounce the agreement with Holl to be simoniacal.

Mr. Jones however not yet contented with having held out to Holl these signals, glaring as they were, of a simoniacal contract, determined it should seem to obtain from Mr. Crofts the most permanent proof of it. He exacted from Mr. Crofts the indemnity dated the 1st of July 1777. By which Mr. Crofts declared in writing, that Mr. Jones had entered into his agreement with Holl, on Mr. Crofts's behalf. If Mr. Jones's design really was as he pretended it to be, to serve Mr. Crofts and obtain for him the living of Twyford, he can never maintain that these steps were conducive to such an end: caution and secrecy, not temerity should have been used in the transaction of the business, and Mr. Crofts's name and his person should have been most carefully concealed from any appearance of concern in the contract.

Mr. Jones however seems to have been very anxious for his own security, and very inattentive

tentive to the interest of the man whose friend he was then pleased to call himself, since he might have known that he (Mr. Jones) would have been compellable, if called upon in a court of equity, to have set forth Mr. Crofts's indemnity, which would have instantly proved the simony beyond the possibility of a denial. Nay if he had not been so called upon, and Mr. Crofts had obtained the living, yet would Mr. Crofts have always remained at the mercy of Mr. Jones and his clerk, who was a witness to the indemnity, and in whose power it would have been to have worked Mr. Crofts's ruin by a prosecution for simony, of which that indemnity would have furnished the proof.

It is now proper to advert to the period at which Messrs. Holl, Quarles and Case, Worship, Cooper and Flacke put in their respective answers to the bill which Mr. Jones had filed, and to hazard a few observations upon the objection which they made, and the title which they respectively set up against Mr. Crofts's claim.

And first Mr. Cooper contends, that by virtue of his purchase from Worship, who had purchased from Holl in the year 1774, he was entitled to the next presentation.

And in the next place Mr. Holl contends, that Mr. Jones could not be entitled to a specific

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cific performance of his agreement, or to any relief in a court of equity, because it appeared that the agreement for the next presentation was *indirectly made, for the benefit of Mr. Crofts who was privy to the contract.* That is, in plain terms, *that Mr. Jones's agreement with Holl was simoniacal*, and that therefore at all events it would never be established by a court of equity

Thus two objections were started to Mr. Crofts's presentation, the latter of which, (*simony*) if well founded, went to destroy the very ground-work, and support of Mr. Crofts's title, viz. Mr. Jones's agreement with Holl; since a court of equity would certainly never have directed the performance of a simoniacal agreement; that it was a simoniacal agreement will hardly be doubted by any one who has read the preceding acts of parliament, and observations, which will be strengthened, if they admit of any additional strength, by the opinion of a counsel, whose advice Mr. Jones himself, has not disdained to ask in this very cause.

With regard to the title set up by Cooper, and which Mr. Jones always treated with the most sovereign contempt, as a mere juggle, a few observations will be made, prefaced with a counsel's opinion (Mr. Lloyd's) taken by Mr. Jones himself upon it. That opinion, as far as
it

it concerns the present question, is in these words :

‘ The answers put into this cause, certainly
 ‘ make the transaction appear very suspicious.
 ‘ Mr. Quarles now stands in the place of Wor-
 ‘ ship. If Mr. Quarles purchased of Mr.
 ‘ Cooper, as trustee for Holl, or if he is to have
 ‘ the benefit of it, I think (*supposing Mr.*
 ‘ *Jones’s agreement cannot be impeached, for the*
 ‘ *reasons stated in Holl’s answer*) the plaintiffs
 ‘ will then succeed in the suit. But suppose
 ‘ the sale to Worship was *bona fide*, and he re-
 ‘ ally sold it to Quarles or Cooper, and Co-
 ‘ per sold to Quarles for his own absolute be-
 ‘ nefit, independent of Holl, and that Holl is
 ‘ to derive no benefit from it, then, I appre-
 ‘ hend, Quarles will stand in the place of
 ‘ Worship, who had no notice of plaintiff’s
 ‘ agreement, and therefore Quarles having no-
 ‘ tice of it will not be material.’

From this opinion, it appears, that Mr. Lloyd was very far from being clear that Cooper’s title was bad. On the contrary, Mr. Lloyd seems to think, that if the sale to Worship was *bona fide* made, and he really sold to Quarles or Cooper, and Cooper sold to Quarles for his own absolute use, and that Mr. Holl was to receive no benefit from it ; in that case, Mr. Lloyd’s opinion seems to be, that Cooper’s title was a good one, and would take place of
 Mr.

Mr. Crofts's, even supposing Mr. Crofts's claim not to be liable to the mortal objection of simony. How does Mr. Jones know, or what ground has he to believe that Holl's sale to Worship was not *bona fide* made? Mr. Jones's opinion of the badness of Mr. Cooper's title, seems to rest upon a presumption, that Mr. Quarles, or Mr. Cooper for Mr. Quarles, had bought in Worship's title for Holl's benefit. But upon what ground did Mr. Jones form this presumption? Has he any solid argument to adduce in support of it? It may be fairly said, that the presumption exists as strongly on the one side as the other. True it is, that Mr. Jones had made exceptions to the answers, and the defendants had submitted to put in further answers. It is supposed, however, that Mr. Jones did not possess such a degree of divination, as enabled him to foresee what Mr. Quarles's answer would have been, as to the purpose for which he, or Cooper for him, purchased the next presentation of Worship. But allowing for a moment, that Mr. Quarles did not purchase for his own use, but for the benefit of Mr. Holl; yet even in that case, will Mr. Jones take upon himself to say, what the judgment of the court of chancery would have been upon that point? Does Mr. Jones forget, that Mr. Holl's estates were assigned over by him to Quarles, in trust and for the benefit of his creditors? and will Mr. Jones pronounce, that a court of equity would not have

have decided in favour of Mr. Quarles, the trustee for those creditors, under an absolute conveyance from Holl to Worship, and from Worship to Quarles, in preference to a mere agreement to convey to Mr. Jones; even if that agreement had not been simoniacal? Allowing for a moment, that Cooper's claim was ill-founded; yet it is certain, that as Mr. Jones's agreement with Holl, and his presentation of Mr. Crofts were simoniacal, Mr. Crofts never could have obtained the living. If Mr. Jones therefore derived any expectation of success from the supposed imperfection of Cooper's title, such expectation was groundless and ridiculous.

If it never occurred to Mr. Jones, that his agreement with Holl was simoniacal before, yet it is a little extraordinary, that when Mr. Holl stated that very simony in his answer, as a reason why Mr. Jones and Mr. Crofts could obtain no relief in equity; that even then, he appears to have paid not the least attention to it, for he still persevered in his advice to Mr. Crofts to prosecute his suits; and although Mr. Holl had plainly alledged the simony in his answer, yet Mr. Jones never thought proper to communicate to Mr. Crofts that any such charge had been made against him; and Mr. Crofts being at that time entirely unacquainted with the nature of simony, remained perfectly satisfied on that head, and had not the least apprehension

prehension that he was involved in, or charged with the commission of such a crime.

With what decency or propriety, Mr. Jones could so uncivilly refuse to satisfy the inquiries which Mr. Crofts's anxiety led him to make, in respect to these suits, the public will determine. 'There are many who will suppose, that whether Mr. Jones considered himself as the attorney or the friend of Mr. Crofts, he might, without departing from the dignity of his character, have answered Mr. Crofts's inquiries with a common degree of politeness.

What were Mr. Jones's motives for concealing from Mr. Crofts the charge of simony, which had been made by Holl, and what were Mr. Jones's motives, after the answers were put in, for still recommending it to Mr. Crofts to persevere, after he (Mr. Jones) must have known, if he knew any thing, that he could never prevail, may be guessed at, though they are not known : upon what grounds Mr. Jones can justify his refusal to endeavour an accommodation of the dispute, when requested by his client to do so, are not very obvious to common discernment. Mr. Jones's motives to the first advice he gave Mr. Crofts to purchase the living, seem not indeed to have been of a very delicate or friendly nature, if Mr. Holl may be believed.

Mr.

Mr. Holl has told us upon his oath, that in January 1777, he owed Mr. Jones 90*l* and that he told Mr. Jones, when he pressed him for payment of it, *' he could not pay him till he could sell for him the living of Twyford '* Mr. Jones might therefore have desired Mr. Crofts to purchase the living, that he might, out of the purchase money, pay himself his own debt, which he stood no very probable chance of obtaining by any other means. Nay, Mr. Holl goes a little further, for he adds, upon his oath, *that Mr. Jones insisted upon having half the purchase money of the living as a douceur to him for disposing of it.* The story which Mr. Holl here tells seems indeed a little extraordinary, yet the truth of it is confirmed by nothing less than Mr. Holl's oath. That Mr. Jones in the course of his connection with Mr. Holl, did not always confine his desires within very moderate bounds, might be proved by letters of Mr. Jones's own writing, if it were worth while to go out of the way to introduce them. Mr. Jones indeed appears to have been very far from agreeing in sentiments with Horace that,

—— *vilius argentum est auro, virtutibus aurum.*

He seems on the contrary to have joined most heartily with the vulgar herd in the cry of,

*O Cives, Cives, quærenda pecunia primum,
Virtus post nummos, —————*

We

We must now advert to the message which Mr. Jones sent to Mr. Crofts by Mr. Browne, purporting ‘ *that he, Mr. Jones, was willing to take the affair entirely upon himself, and that Mr. Crofts should stand as nominal rector.*’ In consequence of this message, Mr. Crofts expected that he was to be delivered from his embarrassment in this affair. In some short time however, he found how fallacious that expectation was. Mr. Jones and Mr. Brown came together to Mr. Crofts’s house; Mr. Jones read over to Mr. Crofts some articles of agreement, which he had prepared for him to execute. The main purport of these articles was, that Mr. Jones should take all the expenses of the suits upon himself, and pay the purchase-money of the living to Holl; and in consequence of this, Mr. Crofts was, when he became the incumbent of the living, to pay Mr. Jones the yearly sum of 52*l.* 10*s.* for his own use, and to procure to be done all the duty of the living. Mr. Brown, however, who attended this interview, as the mutual friend of Mr. Jones and Mr. Crofts, objected to this, because he observed that Mr. Crofts would still be liable, as rector, to dilapidations. Mr. Jones then proposed, *that he would take the dilapidations upon himself, and that Mr. Crofts should pay him 60*l.* a year, and also be at the expence of having the duty done.* This last proposal met with Mr. Brown’s approbation. Mr. Crofts

Crofts however declined to agree to it, not as being another simoniacal contract, of which Mr. Crofts did not then know the nature and extent; but the reason why Mr. Crofts so declined, was, that he did not believe the living to be worth more than 75*l.* a year, or thereabouts. And as Mr. Crofts was to pay Mr. Jones 60*l.* a year, and could not have procured the duty to be done for less than 20*l.* more, making together 80*l.* Mr. Crofts would every year have sustained a loss of 5*l.* This was the reason, and the only reason why Mr. Crofts dissented from this agreement, for Mr. Jones's assurances that he should obtain the living, had been hitherto so strong and positive, that Mr. Crofts, still relying on his judgment, had but little reason at that time, to expect any other than a favourable event of his suits.

It has been stated, that in consequence of Mr. Jones's message to Mr. Crofts, by Mr. Browne, Mr. Crofts expected to have been delivered from his embarrassment. Mr. Browne acknowledged at Melton on the 13th of November, 1778, that he himself entertained the same idea when he delivered the message, and Mr. Brown being asked whether he was not surprized when Mr. Jones produced his articles, replied, that Mr. Jones must fix a sum, and that he did not see how it could be done otherwise. It will be shewn however, hereafter, that if any agreement was to be made, it might

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have

have been formed upon more equitable terms than those proposed by Mr. Jones, and approved by Mr. Browne.

It was stated in the narrative, that Mr. Jones's behaviour at this interview, was rude and insolent; and Mr. Brown himself acknowledged at Melton, on the 13th of November, 1778, in the presence of Mr. Crofts and another gentleman, that it was so. But Mr. Browne alledged Mr. Jones's constitution in excuse for his behaviour. Mr. Jones then is allowed to be *constitutionally rude and insolent*. And that very constitution which creates the offence, is at the same time offered as an excuse for it. Be it so, the excuse is worthy of the man for whom it is made.

It has been stated, that Mr. Jones refused to let Mr. Crofts have a copy of the articles of agreement which Mr. Jones had read over to Mr. Crofts, and insisted upon his signing. Mr. Browne acknowledged at Melton, on the same 13th of November, that Mr. Jones had refused Mr. Crofts a copy of the agreement, and Mr. Brown, at the same time, acknowledged, that *he himself thought that agreement to be simoniacal* at the very time when he signified his approbation of it at Mr. Crofts's; and Mr. Brown added, that as this agreement was simoniacal, that was probably the reason why Mr. Jones would not leave a copy of it with
Mr.

Mr. Crofts. That the articles of agreement which Mr. Jones had prepared to be executed between Mr. Crofts and himself were simoniacal, there cannot be a doubt by any one who reads the act of parliament, made in the 31st year of the reign of queen Elizabeth, chap. 6. How Mr. Jones therefore came to propose, that himself and Mr. Crofts should execute an agreement so palpably simoniacal, and how Mr. Browne, who was himself a clergyman, could approve an agreement which *he believed* to be simoniacal, must be left to themselves to explain. Mr. Crofts all this time remained totally ignorant of that simoniacal taint which infected the whole transaction, for neither did Mr. Browne or Mr. Jones give Mr. Crofts the least hint at the time, that such proceeding was simoniacal. Mr. Jones, indeed, by proposing these articles between himself and Mr. Crofts, seems to have sought for every opportunity of ensnaring Mr. Crofts, and involving him in the commission of crimes, which would probably have been attended with the most ruinous consequences.

If Mr. Crofts had obtained the living, yet under the agreement which Mr. Jones had prepared for him to execute, he (Mr. Crofts) would have been liable to deprivation of the preferment, and to a forfeiture of two years value of the living. Mr. Jones, however, had the modesty to represent the offer of this very

agreement as a favour done to Mr. Crofts, although, if Mr. Crofts had obtained and kept the living undisturbed, he would, in consequence of it, have been a loser of 5%. or perhaps more, every year; and although Mr. Crofts would, if the living was obtained, have been, at any time, liable to be deprived of it, and to a forfeiture of two years value of the benefice, and would also have been thereby disabled from enjoying any other preferment. Such is the nature of Mr. Jones's boasted friendship!

If it had been possible to have formed any agreement for securing the profits of the living to Mr. Jones, without rendering that agreement simoniacal, such an agreement might have been formed upon terms much more equitable than those which Mr. Jones had proposed. The terms of the agreement might have been, that Mr. Crofts should, after retaining in his own hands a specific sum for the purpose of procuring the cure to be served, have paid the remainder of the profits of the living to Mr. Jones. Mr. Jones, however, thought proper to fix the value of the living in his own way. It is impossible at present to ascertain, with precision, the real value of the living; but in the opinion of those who are best acquainted with it, the value of it cannot exceed 75%. per annum. And as Mr. Crofts was to pay Mr. Jones 60%. a year, and to do the duty, which is worth,

worth, at the lowest estimation, 20/. a year more, it requires but little arithmetic to discover, how beneficial Mr. Jones's proposal was likely to prove to Mr. Crofts, especially when it is observed, that Mr. Crofts would have been compellable to have resided at Twyford; a residence that would probably have been to him of very pernicious consequence: To say nothing of the penalties of simony which Mr. Crofts would have incurred by embracing this proposal.

It is now proper to state the motives which induced Mr. Crofts to give up his claim to the living, and to accommodate the suits about the same, upon the terms formerly stated in the narrative. It has been observed, that a bill was filed by Mr. Holl against Mr. Crofts and Mr. Jones, for purposes before stated, and Mr. Crofts finding that the suits now depending both at law and in equity, would be attended with a most enormous expence, and that if he ever should obtain the living, yet that it would be attended with such heavy charges as added to the sum of 200/. which he was to pay to Holl would render the purchase ineligible; this consideration alone, exclusive of his desire to avoid the commission of simony, would have determined Mr. Crofts to seek for an accommodation with the adverse parties. Mr. Crofts however did not proceed in this measure until he had taken the advice of proper

per counsel, and that advice precluded a moments hesitation as to the conduct which it was proper for Mr. Crofts to pursue. Mr. Crofts took the opinion of Mr. Lloyd upon his case, the very same counsel whose opinion Mr. Jones had taken more than once in the course of these suits. And as Mr. Jones is still of opinion, or pretends to be of opinion, that he could have obtained the living, Mr. Lloyds answer to the case as far as concerns the present point shall be here stated, in order to shew how little attention was due to Mr. Jones's opinion in this matter,

Mr. Lloyd says, ‘ I think that as the case
 ‘ stands at present, and from the discovery now
 ‘ made the present plaintiffs (Mr. Crofts and
 ‘ Mr. Jones) cannot succeed in the suit. It
 ‘ is now *for the first time* stated that the agree-
 ‘ ment for the purchase of the next presenta-
 ‘ tion of Twyford, was made by Mr. Jones,
 ‘ in trust and for the benefit of Mr. Crofts, and
 ‘ that Mr. Crofts has, under that agreement,
 ‘ been presented by Mr. Jones. That pre-
 ‘ sentation of Mr. Crofts, and all done under
 ‘ it, is, and will, I apprehend, be void, under
 ‘ the act of the 12th of queen Anne. I think
 ‘ clearly, that Mr. Crofts cannot be presented
 ‘ to the living under this agreement, and there-
 ‘ fore, I should think it proper for him to
 ‘ make the best terms he can with the defend-
 ‘ ants. I think the defendants may file a bill
 ‘ against

‘ against Mr. Crofts and Mr. Jones, to know
 ‘ whether the agreement was not made by Mr.
 ‘ Jones for the benefit of Mr. Crofts, and that
 ‘ they must answer such a bill.’

Here therefore is Mr. Lloyd’s opinion, so clearly, so decisively, so positively, declaring, that Mr. Jones’s contract with Holl was simoniacal, and that Mr. Crofts never could obtain the living of Twyford under that contract, as to carry conviction into the breast of every man, whose arrogance and self-sufficiency are not equal to Mr. Jones’s.

It is observable, that Mr. Lloyd, in the outset of his opinion, declares, that it had never before been stated to him, that Jones’s agreement with Holl was made in trust and for the benefit of Mr. Crofts. That the agreement, however, was made in trust and for Mr. Crofts’s benefit, is most certainly true ; and Mr. Jones himself, three months after it was made, exacted from Mr. Crofts an acknowledgment in writing, that the agreement was made on the behalf of Mr. Crofts ; yet Mr. Jones, who, in the course of these suits, had more than once taken Mr. Lloyd’s opinion, never stated that fact to him, although it was a fact of the first importance to be known, in order to judge of the probability of the plaintiff’s success.

These

These observations will, it is presumed, be sufficient to convey to the reader a proper idea of Mr. Jones's professional skill and ability, and his intended friendship to Mr. Crofts. The advice which Mr. Jones gave to Mr. Crofts to purchase this living, and his impolitic behaviour in the conduction of that purchase, particularly his acknowledgment to Holl, that the living was actually bought for Mr. Crofts, seem to contradict his pretended friendship to Mr. Crofts, and his boasted skill in his own profession. Mr. Jones will find it difficult to reconcile, either to the duty which his profession imposed, to the knowledge which it required, or to the friendship he professed to have for Mr. Crofts, the advice which he gave him to persevere in these suits; the concealment which he made from Mr. Crofts of the charge of simony alledged by Holl, the assurances which he made to Mr. Crofts that the agreement was not simoniacal, and the proposal which he made to Mr. Crofts at their last interview stated in the narrative. To these matters Mr. Jones may give any explanation he pleases; they admit of none but what is unfavorable to him.

It is now proper to revert to Mr. Jones's letter of the 10th of October, 1778, to which a full answer has been promised and *shall be* given.

The letter begins in these words; • *Sir, I hope this letter will not lessen your devotion, or shorten*

‘ shorten the lecture of this day. I mean it as a serious admonition to you against Lying’.

This letter Mr. Crofts received on Sunday morning the 11th of October. In order to explain the former part, of this paragraph, it is necessary to observe, that Mr. Crofts had sometime before adopted and begun to execute a plan of reading evening lectures, in order to explain to the lower rank of people, the nature and design of the catechism of the church of England. The sneer which Mr. Jones has here thrown out against these Lectures, is too despicably mean and illiberal to excite any emotions, but those of pity and contempt for the author of it.

Mr. Jones informs us *‘ that he meant this letter as a serious admonition against lying.’* What Mr. Jones’s intention was when he sat down to write this letter is best known to himself. That he meant however to write a serious admonition is extremely improbable from the nature of the letter itself; unless the most ill-grounded and malicious charges expressed in the foulest and most abusive language, can pass with Mr. Jones for serious admonition.

Mr. Jones adds *‘ You call upon me to explain the charge of falsehood which I have brought against you. With your leave I will not only explain, but prove it.’*

The reader will remember, that Mr. Crofts had only called upon Mr. Jones to explain his charge of falsehood, but Mr. Jones boldly undertakes not only to explain, but also to *prove it*. Mr. Jones is a lawyer and therefore ought to be a little acquainted with the nature of proof. Mr. Jones, however, having, in the beginning of his letter, mistaken abuse for admonition, seems here again to have mistaken accusation for proof. Mr. Jones's explanation and his proof follow in these words ;

' The account which you have given Mr. Astley of the conversation which passed at our last interview, is false, and the gentleman, who luckily for me was then present, is ready to attest the truth, which you, rev. sir, have most infamously perverted and suppressed. The name of this gentleman is Mr. Browne, who has some reason to complain of your propensity to that Satanic vice called lying.'

This therefore is Mr. Jones's explanation and proof of his charge of falsehood. Some kind of explanation, though vague, he has indeed given, but what kind of proof this paragraph contains, must be left to Mr. Jones himself to explain. Mr. Jones informs us, that his charge of falsehood, arises upon the account which Mr. Crofts had given Mr. Astley of the conversation that passed at the last interview between Mr. Jones and Mr. Crofts, and

at

at which Mr. Brown was present. Now, the only account which Mr. Crofts had ever given to Mr. Attley of the conversation at that interview, was by a letter dated September 2, 1778; and Mr. Crofts had never given to Mr. Attley any other relation of what passed at that interview, than what this letter contains; upon this ground therefore, chosen by Mr. Jones, Mr. Crofts will meet him, and will rest upon the contents of that letter the establishment or refutation of Mr. Jones's charge. That very letter is now in Mr. Crofts's hands, and so much of it as relates to the present question shall here be stated. It follows in these words :

‘ In the evening of that day (22d. of August, 1778,) I received a message to wait upon Mr. Jones and Mr. Browne, but my indisposition preventing me, they returned for answer they would wait on me. Mr. Jones, whilst in my house, gave himself many impertinent and insolent airs, and shewed me a great deal of rough behaviour, and amused himself with reading over to me a multitude of articles, which he said I must sign, if I chose to come to an agreement, that he was to take the affair upon himself, and even then he made it a favor. The greatness of which favor you will be a judge of, when I tell you, that the main design of those articles was to bind me to pay a greater sum of money to Mr. Jones every year, than the living is or can be worth : For, according to Mr. Jones's article, I was to pay him 52l. 10s. per annum,

‘ annum, and 20l. to a curate besides. To this
 ‘ Mr. Browne objected, saying, he thought that
 ‘ was not right, as no provision was made for
 ‘ dilapidations; which, besides that annual pay-
 ‘ ment to Mr. Jones, I must be answerable for.
 ‘ Mr. Jones then said, I should pay him 60l. per
 ‘ annum, and also 20l. per annum for a curate,
 ‘ and he would take the whole outgoings upon
 ‘ himself. To this proposition Mr. Brown imme-
 ‘ diately consented. The result then, you see, of
 ‘ Mr. Jones’s kind offer to me, is, in short, this,
 ‘ that I was to be bound to pay him 80l. per an-
 ‘ num; when every one knows the living does not
 ‘ amount to that value, and I am assured never
 ‘ can be raised to that sum; consequently I must
 ‘ have been out of pocket every year, whatever
 ‘ might have been the difference. This last piece
 ‘ of ill treatment, added to a sense of former illibe-
 ‘ ral behaviour, induced me to fly to my father
 ‘ for succour and advice.

This is the account, *the only account*, that
 Mr. Crofts ever gave Mr. Astley of that inter-
 view, and Mr. Jones has asserted that this ac-
 count is false. With what justice Mr. Jones
 could make that assertion, will quickly appear.
 Mr. Brown was present at the interview above
 alluded to, and Mr. Jones informs us, that
 Mr. Brown is ready to attest the truth, with
 an infamous perversion and suppression of
 which, Mr. Jones charges Mr. Crofts. Mr.
 Crofts is content to rest the decision of this
 charge upon the evidence of that very Mr.
 Browne,

Browne, to whom Mr. Jones himself has appealed. Mr. Jones has said, that it was lucky for him that Mr. Browne was present at this interview; and indeed if it is lucky for Mr. Jones to be clearly convicted of groundless calumny and aspersion. then, and not otherwise, was it lucky for Mr. Jones that Mr. Browne was present at this interview.

Mr. Crofts's uneasiness, at the charge which Mr. Jones had so confidently levelled against him, induced him, on the 13th of November, 1778, to go to Melton, where he expected to meet, and did meet Mr. Brown; and Mr. Crofts having read over to Mr. Brown, the relation which he had given to Mr. Astley, of the conversation at the interview above alluded to, and having also shewn him Mr. Jones's letter of the 10th of October, and Mr. Brown being desired to point out wherein the falsity of Mr. Crofts's account of that conversation consisted; Mr. Browne did then and there make a declaration, which was instantly taken down in writing, by a gentleman whom Mr. Crofts had desired to be present on this occasion; and that declaration, when so written down, was delivered to Mr. Browne himself, and read over by him, and after it was so read over by Mr. Browne, it was acknowledged by him to be agreeable to truth. That declaration * of Mr. Browne's was comprized in these words:

Memorandum.

* Mr. Browne may, if he pleases, see the original declaration, which is in the hands of the gentleman in whose presence he made it.

‘ Memorandum. That upon reading over part
 ‘ of a copy of Mr. Crofts’s letter to Mr. Astley,
 ‘ containing an account of the conversation which
 ‘ passed at Mr. Crofts’s house, between Mr.
 ‘ Jones, Mr. Browne, and Mr. Crofts; Mr.
 ‘ Brown declares, that there is no difference be-
 ‘ tween the relation of that conversation, and the
 ‘ conversation that passed, except that Mr.
 ‘ Crofts has wrote, that there was to be an al-
 ‘ lowance of 20l. per annum for a curate, besides
 ‘ the several sums of 52l. 10s. and 60l. whereas
 ‘ there was no sum fixed for that purpose; but it
 ‘ was understood, that Mr. Crofts was to be at
 ‘ the expence of having the duty done, exclusive
 ‘ of the 52l. 10s. and 60l. to be paid to Mr.
 ‘ Jones, and the surplus was to go to Mr. Crofts,
 ‘ if there was any.’

Here therefore is a declaration read over and
 agreed to by Mr. Browne himself, and authen-
 ticated by the evidence of the gentleman who
 was present when it was made. From this
 declaration it will clearly appear, that the ac-
 count given by Mr. Crofts to Mr. Astley of
 the conversation which passed on the 22d, of
 August, was substantially and effectually true.
 The only difference, if it can be called a dif-
 ferance, is merely this, that Mr. Crofts has fixed
 the curate’s salary at 20l. per annum: whereas
 on the contrary Mr. Brown declares that no
 fixed sum was mentioned for that purpose. Mr.
 Brown however acknowledges, that Mr. Crofts

was

was to be at the expence of having the duty done, over and besides the payment of 60/. a year which he was to make to Mr. Jones. Every clergyman knows, that Mr. Crofts could not have engaged a curate for this living for less than 20/. per annum, and therefore Mr. Crofts is justified in having said that he was to pay 80/. per annum. There is indeed a mistake in one part of that letter, and a very trivial mistake it is where Mr. Crofts says that he was to pay him (Mr. Jones) 80/. per annum : but it is clear from every other part of the letter that Mr. Crofts included in that 80/. the 20/. which he should be obliged to pay a curate, and therefore the mistake, if such it may be called, is owing entirely to a very pardonable inaccuracy of expression, and not at all to intentional or even accidental misrepresentation. Upon the whole it will be manifest to the candid and impartial, that every part of Mr. Crofts's account of what passed at this interview is substantially and effectually true and right. The virulent and abusive terms in which Mr. Jones has urged his malicious and groundless charge, will now therefore only serve to expose him to that public opprobrium, which such a conduct justly deserves.

Even if it is allowed for a moment that Mr. Crofts had misrepresented the purport of these articles, yet would such a misrepresentation have been very excusable when it is considered, that Mr. Crofts had only once heard these
articles

articles read over, and that Mr. Jones had refused to leave them, or a copy of them, with Mr. Crofts for his perusal. Such misrepresentation, therefore, would have been justly imputable to the conduct of Mr. Jones himself, and not to Mr. Crofts. Mr. Crofts, however, does not want this excuse, since his account, as before observed, is substantially and effectually true.

Mr. Browne, in his declaration, observes, that the surplus of the profits of the living, after payment of the 80*l.* per annum, was to go to Mr. Crofts, if there was any such surplus. Mr. Crofts has not mentioned this circumstance in his letter to Mr. Astley, because he had every reason in the world to suppose that there never could be any surplus after payment of the 80*l.* as the living was not supposed, by those who were best acquainted with its value, to be worth more than 75*l.* per annum, if so much. So far, therefore, would Mr. Crofts have been from enjoying any surplus, that he would have been a considerable loser every year by this agreement. Mr. Crofts's letter, however, fairly admits the inference, that he was to have the surplus, if there was any, nor does the letter warrant any other conclusion,

Mr. Jones in his letter, asserts, ‘ *that Mr. Brown had some reason to complain of Mr. Crofts's propensity to that satanic vice called* ’
‘ *lying.*’

‘*lying.*’ Nothing but the most extreme foolhardiness could have prompted Mr. Jones to make this assertion, since he might have known that the falsity of it was open to complete detection. One would suppose, at least, that Mr. Brown himself had made some complaint, or had authorized Mr. Jones to use his name in this imputation of Mr. Crofts’s propensity to lying. So far, however, has Mr. Brown been from doing either of these things, that he declared at Melton, on the same 13th of November, in the presence of Mr. Crofts and another gentleman, ‘*that he*
‘*(Mr. Browne) had no reason to complain of*
‘*Mr. Crofts’s propensity to lying, nor did he*
‘*ever authorize Mr. Jones to declare, that he*
‘*(Mr. Browne) ever had any such reason to*
‘*complain.*’ This declaration of Mr. Browne’s was instantly taken down in writing, read over, and acknowledged by him to be true. This assertion of Mr. Jones’s, therefore, is totally false and groundless, though, intended by its author, to give a mortal stab to Mr. Crofts’s character, and the detection of so malicious a design, would cover any man but him, of the most matchless impudence, with everlasting shame and confusion.

A few brief observations will now be made on the succeeding paragraph of Mr. Jones’s letter.

‘*The grateful declarations and acknowledgments, which you made to me at our last interview,*

' view, very ill accord with your last note, where-
 ' in you tell me, that had you known me as well
 ' as you do now, you would never have had any
 ' dealings with me. Pray, good sir, when and
 ' where had I any other dealings with you, than
 ' what were calculated and acknowledged by you to
 ' be for your benefit. When you wanted my ser-
 ' vices you was content to deal with me so far
 ' as to accept them. When you wanted Faken-
 ' ham curacy, you dealt to me a profusion of thanks
 ' for the trouble I gave myself on your account.
 ' Through your dealings with me you obtained the
 ' parsonage house; through your dealings with
 ' me, you was introduced to the company of gen-
 ' tlemen, who have since discovered your dispositi-
 ' on, and join with me in reprobating your con-
 ' duct. You was not ashamed of your dealings
 ' with me when my house and table were at your
 ' service. At that time, my friendship, genero-
 ' sity, and sincerity were your perpetual themes.
 ' Whence then this sudden change in your senti-
 ' ments? Why am I to be dealt with no longer?
 ' I will tell you; because your satanic purpose is
 ' answered. It is for that reason that my name
 ' is added to the list of those gentlemen, whom your
 ' base heart has deserted and reviled.'

The gratitude which Mr. Crofts had ex-
 pressed to Mr. Jones at their last interview, he
 thought at that time to have been due, and
 surely Mr. Crofts can deserve no blame for
 having then thanked Mr. Jones for what Mr.
 Crofts at that time believed to be a favour. Mr.

Crofts

Crofts at that very time believed (in consequence of Mr. Jones's assurances) that he should obtain the living of Twyford. Mr. Crofts did not know at that time that Mr. Jones had led him into a simoniacal contract. Mr. Crofts was not at that time suspicious how impolitic Mr. Jones's conduct had been in the transaction of that business. Mr. Crofts did not know at that time, that the expensive suits in which Mr. Jones had involved him must inevitably terminate to his (Mr. Crofts's) disadvantage, perhaps in his ruin. In short, Mr. Crofts did not know at that time, that the whole series of Mr. Jones behaviour in this matter had been invariably impolitic or treacherous, and perhaps both.

It has been observed that Mr. Crofts obtained the curacy of Fakenham through the influence of a friend at Cambridge. Mr. Jones's letter seems to insinuate, if it means any thing, that Mr. Jones obtained the curacy for Mr. Crofts. Mr. Crofts is ignorant that Mr. Jones ever made any application to the rector on his behalf; what gratitude therefore is due to Mr. Jones on this account he himself must explain.

The next thing that Mr. Jones would insinuate is, that he obtained the parsonage house for Mr. Crofts. It is a fact however, that Mr. Crofts himself applied to and agreed with Mr. Rust for the parsonage house

Mr. Jones seems to place great stress upon his having introduced Mr. Crofts to the company of gentlemen; by these gentlemen it is supposed Mr. Jones means the members of a certain book-club at Fakenham, of which Mr. Jones solicited Mr. Crofts to become a member; what mighty obligation there was in this, must be left to Mr. Jones to explain; since Mr. Crofts paid his own subscription, bore his own expences, and might certainly have become a member without Mr. Jones's assistance, as all institutions of this kind are benefited by the increase of members. Mr. Jones adds, that these gentlemen join with him in reprobating Mr. Crofts's conduct; who those gentlemen are, or what part of Mr. Crofts's conduct they do reprobate Mr. Crofts knows not. Mr. Jones has probably represented Mr. Crofts's conduct to these gentlemen in the blackest colours his malice could devise. But if these gentlemen are candid and impartial, they will now perceive their error, and turn the current of their reprobation, from Mr. Crofts, upon one, who so much better deserves it.

Mr. Crofts it seems has dined at Mr. Jones's table, and Mr. Crofts was invited by him to do so. At that time says Mr. Jones my friendship, generosity and sincerity were your perpetual themes. Were they so indeed Mr. Jones. To expatiate on these themes then was surely

surely highly grateful to Mr. Jones's ear, and one would suppose by the grief and disappointment he seems to feel at the discontinuation of that ill founded gratitude, that they are themes which Mr. Jones is not so often treated with, as he could wish. Mr. Jones perhaps invited Mr. Crofts to his table with a view of feasting his imagination upon these delightful themes, and Mr. Jones might in time have supposed that he really possessed these virtues. If such however was Mr. Jones's view, Mr. Crofts's was very different. While he believed Mr. Jones to be his friend, he freely expressed his gratitude, but when he discovered his error, he was entitled to withhold his praise.*

Mr. Jones now inquires, why he is to be dealt with no longer, and he immediately tells us, that it is because Mr. Crofts's satanic purpose was answered. What satanic purpose Mr. Crofts has answered, except the loss of near 80/. can be so called, he is utterly at a loss to

* The completion of the proposed purchase, would, indeed, have gone far towards securing to Mr. Jones, a life's estate of adulation. Let the position be explained. In consequence of it, Mr. Jones would have been armed with all the terrors of temporal loss and spiritual censure, which he might on any emotion, have inflicted upon Mr. Crofts. And in what state must the man be, whose well-being depends upon the friendship, candour, or good temper of Mr. Jones!

to conceive, and must leave it to Mr. Jones's superior intelligence to explain.

Mr. Crofts is not conscious of having deserted or reviled any gentleman, as Mr. Jones has asserted; and if any gentlemen think themselves so injured, it is for them to stand forth, and avow their own complaints; or otherwise this assertion may be fairly presumed to be of Mr. Jones's own fabrication.

The last paragraph of this letter is too vile to need any comment. *'After telling you, that you are an infamous LIAR and SCOUNDREL, I lay down my pen with a resolution of neither receiving or answering any more letters.'*

D. J.

Such is Mr. Jones's letter which he has thought good to hand to third persons with so much exultation; why he has done so, knowing it to be so absolutely false (laying the gross indelicacy of it out of the question) is not easily accounted for. Perhaps he prides himself upon it, as being a piece of masterly composition. He has doubtless read the letters of a celebrated * declaimer, whose animation was of a kind very different from that of Mr. Jones. Who said, that he would not call his antagonist a knave, a liar and a fool; but with all the politeness in the world would perhaps prove him so.

Reasoning

Reasoning from analogy, it cannot now be an unfair postulatum to assume, that Mr. Jones, attempting to imitate, has directly mistaken, the passage, and, without proving, has with all the incivility in the world, thought proper to call the man, he had injured and insulted, ‘ an infamous liar and scoundrel.’ What *He* is proved to be, let facts declare. Where truth and accuracy of delineation prevail, it is not necessary to give a name to the picture. It is for those who are conscious of want of resemblance, in what they would have the world to deem a copy, to write under the piece the names of such, as would not otherwise be thought of. It is not flattery to say that the letter is a matchless production. That its style and manner are (in the most literal sense of the word) truly inimitable, at least by any good and sensible man. A production, that discovers such a spirit of rancorous and (it is hoped Mr. Jones will not quarrel with the term) *Satanic malice*, of mean and petulant abuse and calumny, may well evince to all observers, the danger of having converse with a man, whose acknowledged *constitutional rudeness and insolence*, lamented by his friends, abhorred by his acquaintance, and pitied by all, yield only to the more solemn acts, resulting from his MENTAL DELIRIUM. In excuse for the commission of which, personal irritability cannot possibly be pleaded.

F I N I S.

P O S T S C R I P T.

It seems that Mr. Jones, some time since, applied to Mr. Astley to obtain Mr. Crofts's letter of the 22d. of September, 1778; but Mr. Astley, at Mr. Crofts's request, declined to furnish Mr. Jones with it. Mr. Jones has since, with his usual modesty, declared, that nothing could more clearly shew Mr. Crofts's sense of his own shameful behaviour, than his desire to suppress that letter. The truth is, that Mr. Crofts never wished to suppress that letter, but as his own justification depended upon it, he wished it might not fall into Mr. Jones's hands, and that was the reason, and the only reason why he was desirous it might not be delivered to Mr. Jones. Mr. Jones was so candid as to make his charge of falsehood against this letter, before he ever saw the letter itself; nor has he seen it to this moment. If, however, Mr. Jones desires it, the letter itself may be seen by any gentleman he shall depute for that purpose, upon application to Mr. Crofts, in whose hands the letter now is.