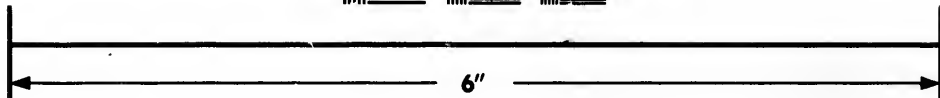
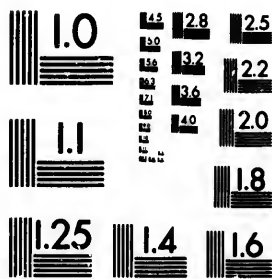


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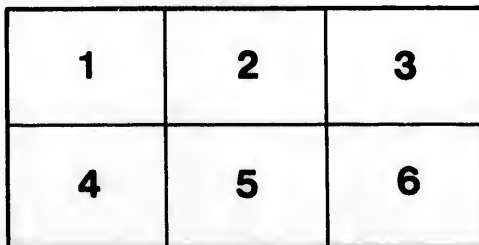
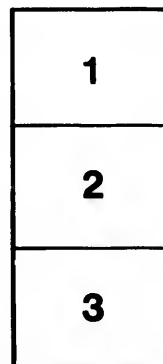
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R E P O R T
FROM THE
SELECT COMMITTEE,

TO WHOM IT WAS REFERRED
TO CONSIDER AND EXAMINE
The Accounts of Extraordinary Services
INCURRED AND PAID,
AND NOT PROVIDED FOR BY PARLIAMENT,

WHICH HAVE BEEN LAID BEFORE THE HOUSE OF COMMONS
IN THE YEARS 1776, 1777, AND 1778.



L O N D O N :

Printed for J. A L M O N, opposite BURLINGTON-HOUSE, PICCADILLY.

MD,CC.LXXVIII.

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R E P O R T, &c.

The Committee appointed to consider and examine the Accounts of Extraordinary Services incurred and paid, and not provided for by Parliament, which have been laid before this House in the Years 1776, 1777, and in the present Session of Parliament, having considered the Extent of the Accounts referred to them, thought it right to select One Branch of the Public Service as the first Object of their Enquiry, and to begin with the Article respecting Rum; and in order to give a clear State of the Evidence that has been laid before them on that Subject, your Committee have arranged their Proceedings under the following Heads:

1st. **T**HE requisitions made by the commanders abroad for rum.

2dly. The agreement entered into for rum in 1775.

3dly. The proposals and contracts made in 1776.

4thly. The reference of the contract made in 1776.

5thly. The payments under those heads.

6thly. The contract entered into with Sir William Howe, and the purchases made by the commissaries abroad. And,

Lastly. The correspondence between his Majesty's secretary of state, and the governors of the West-India islands, relative to the restraining them from granting of licences.

Pursuant to the above plan, your committee proceeded to examine, John Robinson, Esquire, secretary to the lords of the treasury, and a member of the house; who being asked, What, and from whom, were the first requisitions for rum for the service of the army, in the present war, made? said, That in order to explain to the committee the grounds upon which the rum was sent, he must beg leave to refer to the letters of General Gage, from May to October 1775, and of General Howe, after he took upon him the command, and to the representations which came to the secretary of state upon the condition of the army; extracts of which letters your committee have annexed to the report, by way of Appendix, N^o 1, 2, 3, 4, 5, and 6, viz.

Extract of a letter from General Gage to Grey Cooper, Esq; dated Boston, 19 May 1775, requiring supplies from England. Also,

Extract of a letter from General Gage to John Robinson, Esq; dated 23 May 1775, complaining of the distress he is in for procuring supplies. Also,

Extract of a letter from General Gage to John Robinson, Esq; dated 10 October 1775, advising to send claret, &c. for the scurvy. Also,

Extract of a letter from General Howe to John Robinson, Esq; dated 1 December 1775, represents the wants of the army, and recommends six months storage of provisions. Also,

Extract of a letter from General Howe to John Robinson, Esq; dated Boston, 26 November 1775, expressing his approbation at receiving various supplies. And also,

Extract of a letter from General Howe to John Robinson, Esq; dated 19 December 1775, acquainting him of the arrival of most reasonable supplies.

And the witness informed your committee, it was upon the representations contained in those letters, and upon the several conversations had with the adjutant-general and Mr. Pownall, who was then under secretary of state for the American department, that it was judged necessary to send out stores and supplies of various sorts to the army, and among the rest rum, as it was thought it would be of great use to the army upon particular emergencies; that upon a subsequent conversation, the adjutant-general thought it better to send out rum than claret, as being of more service to the army.

Here your committee read a letter from John Robinson, Esq; to General Howe, dated 9 September 1775, with the inclosure C, representing the rum to be new and unwholesome; copy of which letter, with the inclosure, your committee have annexed in the Appendix, N^o 7.

And being asked, From whence did the information come, that the rum which was made at Boston, was new, and unwholesome? he said, It came from the information of various persons from Boston, who were acquainted with the quality of that rum; that he did not recollect that it came from the general officers. Being asked, Whether, in any subsequent correspondence of the commanders in chief, there was any complaint of claret not being sent, or of rum being sent instead thereof? he said, He thinks not; but on the contrary, in almost every letter from General Howe, he has approved of the supplies that were sent out, stating, that they were of the greatest use and service to the troops; and it appears he thought it so absolutely necessary for the army, that he has since established it as a part of the ration; and, according to the last advices we received, distributes a quart of rum to every six men per day; and he further thought it so necessary, that he has made several other contracts for rum, some of which are at higher prices than those made by the treasury; that he

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does not recollect that there was ever at any time any direct requisition for rum; but it appears, through the whole of General Howe's correspondence, that he thought it highly necessary. Being asked, Whether he knew of any other method of supplying the troops with wholesome liquor, besides rum? he said, Certainly, spruce beer; and that it will appear by the treasury correspondence, that orders were given General Howe for that purpose. Being asked, Whether it was intended they should have both rum and spruce beer? he said, It was not known by the treasury that rum was distributed as a part of the ration, or the exact quantity distributed to the soldiers, till the last letters, which came the latter end of last year; in one of which Mr. Wier states, in answer to a letter sent him by the treasury, that they distributed a quart or bottle of rum to six soldiers per day, to which letter he begs leave to refer. [Extract of which your committee have annexed in the Appendix, N^o 8.] And the witness further informed your committee, That in all the treasury orders the commanders were directed to distribute the rum as they thought proper; and refers to a letter dated 29 March 1776, to General Burgoyne. [Extract of which letter your committee have also annexed in the Appendix, N^o 9.]

Your committee also read the treasury minutes of the 7th August 1776, recommending a distribution of spruce beer; which are also annexed in the Appendix, N^o 10.]

The witness was then asked, Whether there were any other directions given, at any time, by the lords of the treasury, or secretary of state, to any commander in chief in North-America, respecting the allowances of rum to the soldiers, except a discretionary distribution of it? he answered, He believed none by the lords of the treasury, but knows nothing of what was done at other offices: that in consequence of the minutes of the treasury, which have been just now read, a letter was wrote to Sir William Howe, dated 10 August 1776, giving him directions about spruce beer. [Extract of which letter, and also extract of another letter, dated 22 October 1776, recommending a daily distribution of spruce beer, are also annexed in the Appendix, N^{os} 11 and 12.]

The witness informed your committee, That he believed the idea of giving spruce beer originated in conversation with General Harvey, whom the treasury generally consulted upon these particular things. Being asked, Whether, since the sending rum to America, there have been any other requisitions made for claret? he said; There were none. Being further asked, When the lords of the treasury first came to the knowledge of rum having been made a part of a regular ration, without their directions given for that purpose? he answered, That the lords of the treasury had no certain account of the quantity of rum distributed to the soldiers, until a very late letter from Mr. Wier, which was in answer to an inquiry made by the directions of the lords of the treasury, as to the mode practised in that

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distribution; which inquiry arose from an observation upon the return of the commissary-general of the supplies in store, by which it appeared that there was a constant consumption of that article. [Which letter, dated 26 September 1776, from John Robinson, Esq; to Daniel Wier, your committee have thought proper to annex in the Appendix, N^o 13.] Being asked, Whether there was any letter of inquiry upon that subject, addressed to the commander in chief? he said, He did not recollect that there was. And being asked, If the treasury did not mean that rum should be made a part of a regular ration, upon what ground does he apprehend that the treasury calculated, in the month of March 1776, 500,000 gallons of rum were a necessary supply? he answered, That he knew of no other method of taking the meaning of the treasury than by referring to their orders, and to the letters sent to the commanders in chief; but he believes in settling the quantity, the treasury proceeded from conversations had upon that subject with General Harvey and General Burgoyne; General Burgoyne thought 125,000 gallons for the Canada service was a proper supply. Being asked, Whether he does not know that the collateral branches of General Burgoyne's army were far more considerable, in proportion to the main body, than they could be in General Howe's army, with the additional circumstance, that the Indians in the former army must be supplied with rum, without any rule or ration? he said, That no returns were made to the treasury of the collateral branches of the Canada army, whereby they could judge of their numbers; the rule of supplying provisions, which the treasury followed, was for 12,000 men in Canada, and 36,000 men with General Howe; except that General Burgoyne desired to have an extra quantity of provisions sent out for four months with him, or very soon after him, by way of an extra depôt for his army, and the persons he might have with him. And being asked, Whether he apprehended under the head of provisions rum was included? he said, He did not apprehend it was a part of those supplies. Being asked, Whether, in the autumn 1775, when these supplies were sent out, there did not come representations from the secretary of state for the American Department, that it was absolutely necessary to send them out without loss of time? he answered, There did; that Mr. Pownall applied to him from Lord North, and the secretary of state, to send out all supplies that were necessary, and that he and Mr. Pownall were to consult with General Harvey, to take the proper steps to send out such supplies with all dispatch.

Your committee then called John Pownall, Esq; who was under secretary of state for the American Department, in autumn 1775: and being asked, What representations were received of the state of the army at that time? he answered, That in general he very well remembered after the affair of Lexington, and after the four New-England governments had in general taken up arms, the commander in chief, in his letters to the secretary of state, represented the difficulties

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culties he was under in procuring supplies and necessaries for the army, in the ordinary way he got them before; particularly, in the latter end of May, and beginning of June, 1775, he was very full upon that subject, stating, That he had met with disappointments in various methods he had tried to procure supplies, and that he had succeeded only in one, which was in getting some live cattle from Long Island; and that the troops were under such difficulties, that they were supplied in part from the king's ships and the transports, which had carried out with them larger supplies than usual to guard against accidents: that upon the receipt of these letters, being at a time when the king's ministers were out of town, he had the honour to lay them before the king, and received his Majesty's commands to communicate them to Lord North, in order that measures might be taken for a speedy and effectual supply; that he accordingly communicated them to Lord North, and received his lordship's directions to send for the contractors, and enquire what the state of their supply of provisions was; which he did, and reported to his lordship what appeared to him from their state; in consequence of which, and of further letters that were then received from General Gage, mentioning the distresses they were likely to be in for fuel in the winter, and of other articles which were necessary for an army, that Mr. Robinson and he received directions to confer with those who understood best the wants of an army, concerning the different things it would be proper to send out immediately; the result of which was, great quantities of provisions of all sorts, such as live stock, coals, and other things, were sent, by the orders of the lords of the treasury; a report of all which was laid before the secretary of state. Being asked, Who was consulted upon that occasion? he said, General Hervey; that he does not recollect that rum was mentioned as one of the necessary articles of supply in that conversation, but he recollects it was either mentioned in letters, or by conversation with persons whom they thought proper to confer with upon that subject. Being asked, What kind of rum he thought was necessary to supply the army with? he said, He could not speak particularly to that, but he remembered it was said there would be a great difficulty in procuring North American rum, and besides which it was in general of a quality pernicious to the soldiers. Being asked, Whether he recollects that General Harvey approved of the supply so sent out, or whether there was any other approbation received at the secretary of state's office of such supply? he answered, He very well remembered that the articles of which the supply consisted were such as General Harvey himself recommended; that he remembers a letter, dated in December 1775, from the commander in chief, in which he mentions the arrival of several of the ships that had been sent out by the lords of the treasury with those supplies; says, That they arrived very seasonably for the comfort and relief of the soldiers; and expresses and applauds very much the care

care that was taken in shipping them, mentioning only that the live stock had fared but ill; that he does not recollect whether rum was proposed by General Harvey, but that it was either proposed by him, or some other officers consulted upon the occasion; that he does not recollect whether General Harvey knew rum was one of the articles of supply sent out. Being asked, Whether, in the letters from the commander in chief in America, there were any requisitions of claret or other wine, as necessary or expedient for the service of the troops? he said, He did not remember any thing of that sort from the commander in chief to the secretary of state. And being asked, Whether rum was part of that supply which General Harvey approved of? he said, He did not remember that rum was part of the supply sent out in the ships at that time; that he cannot recollect the names of any other officers consulted on the supplies, but to the best of his remembrance there was an aid de camp of General Gage's who brought over dispatches, but does not know that he made any requisitions for rum. And being asked, Whether there were any requisitions for porter made to the secretary of state's office? he answered, He does not remember any, nor from the adjutant-general; but recollects, upon several conversations with Mr. Robinson, jointly, and at different times without him, with military officers who had served in America, they recommended porter; that he does not recollect the names of any of those officers. And being asked, Whether he ever remembers that the article of porter was recommended or sent into the colonies before this war? he answered, He does not; that his opinion is, that in former times it was not necessary, because they could brew spruce beer, which he conceives would have been very precarious, if not impossible, in the present war, in the situation that General Gage's army were then in; that he does not think it was impossible to get spruce beer brewed at Halifax, but the communication was greatly interrupted, and he does not think it was practicable without hazard; besides, the trusting to a supply from Halifax, would have been very precarious. And he was asked, Whether there was not an equal or greater degree of risque in supplying the army with liquor from England, of a much greater value? he answered, That he conceived, that ships from England could, and did actually, go out better armed, and under better protection, than could be given, in the then state of our naval service in America, to ships going to and from Halifax; that it was necessary to keep our whole fleet, as well as transports together, because there was a great appearance it would be advantageous or necessary at that time, to remove part, or all of our force, to some other place. Being asked, Whether he did not think, that the communication for such purpose as this could not have been kept up betwixt Halifax and Boston by two or three frigates? he answered, He was a very improper judge, but rather supposed, in his own judgment, it might; at the same time it is necessary to

mention,

ment, that the eastern parts of that coast swarmed with American privateers. Being asked, Whether making spruce beer might not be carried on very well in the province of Quebec? he said, They might make spruce beer there; but there would be great hazard in sending it from thence, in proportion to the greater distance, and the time of the year. In explanation of this answer, he conceived, that sending porter from England was for the supply of the troops at Boston, at a season of the year when it would have been impracticable to have got spruce beer from Quebec or at Halifax. And being asked, Whether, upon the application for supplies at large being made in 1775, it was not time enough to have ordered spruce beer, either at Quebec, Newfoundland, or Halifax? he answered, He conceived not, and for this reason, that it would have been impossible, if those orders had gone at that time; he thinks, upon a supposition, that if the merchants or brewers could have been apprised of a requisition of the general for that article, they might have been able to have furnished a supply in time; but not being apprised of such a demand, they would not have had a sufficient quantity of melasses in store to have answered such a requisition. And being further asked, Whether, in the years 1776 and 1777, the whole army in North America could not have been reasonably supplied in that article, if proper precautions had been taken? he said, He is not sufficiently acquainted with the state of the army at those periods, to enable him to answer that question; that his opinion is, that an army fixed in any particular situation in North America, and supposed to remain in that situation, might have been supplied with spruce beer in the manner suggested; but in case of an army supposed to move from one place to another, he thinks it would have been a very hazardous method of supply, because spruce beer will not keep a considerable time, and will not bear moving from place to place, as the beer of this country will, and could not therefore attend an army that might have occasion to change its situation from day to day. And being asked his opinion, Whether he would have judged it prudent in government to trust the supply of the army to the contingency of the army being stationary? he answered, He certainly should not have thought it either safe or advisable. And being asked, If in general he can tell, whether any of the articles of supply sent out for the service of the troops in America were not recommended by some of those officers or persons consulted? he said, He conceives they were all recommended by persons acquainted with the circumstances and state of that country at that time, and having a competent knowledge of the wants of an army in such a situation.

And the witness being asked, What competent judge of those supplies informed him of their necessity? he answered, He thought General Harvey to be a very competent judge. And the witness having said, That General Harvey principally recommended the stores that

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were sent out, he was asked, Whether he did not apprehend General Harvey knew what articles were proposed to be sent out? he said, Certainly. And being asked, Whether these conversations, with different officers, upon this subject, passed at any meeting held at the office by appointment, or whether they were of a more cursory nature. as he met with people he thought capable of informing him, and consulting them occasionally? he answered, They fell within both those descriptions. And being asked, What he thought was the price of spruce beer? he answered, Rather more than one penny sterling per gallon. And being asked, Whether, before he left the office of under secretary of state, he remembered any orders given by the secretary of state with respect to the distribution of rum among the soldiers? he answered, He did not.

John Robinson, Esquire, being then examined, was asked, Whether General Harvey, had not a communication of all the stores sent out in autumn 1775? and he informed your committee, That, to the best of his recollection, he had several conversations with him upon every particular article; and he took his opinion upon the propriety of them, before he made any report to Lord North, and received his lordship's directions for providing them; and he is the more confirmed in this opinion, by looking at the several heads of articles; some of them were expressly required by the commander in chief in America; others were thought necessary for the hospitals; others were upon a requisition of the barrack master general, which the merchants to whom he had sent the commission to provide them, represented, that they could not execute his orders, and therefore were obliged to be provided by the treasury: these articles were only intended as an occasional supply to the troops in the particular situation they were then represented to be; and as such, he apprehends, General Harvey looked upon them as well as the treasury: that he apprehends rum was deemed necessary to be sent out upon that occasion. And being asked, Why has the necessity of supplying the troops with rum still continued? he answered, It was very difficult for him to give an explicit answer to that question, which seems more proper for the commander in chief of the army in America to determine; he can only say, that, upon the conversation had with General Burgoyne and General Harvey, it was thought necessary that General Burgoyne should have a supply of rum with him on his expedition, and that General Howe should have a depôt of rum with him to use for the benefit of the troops upon particular occasions and emergencies; and that, upon those grounds, he apprehends, it was that the treasury made further contracts for a further quantity than what was sent out at first; and begs leave to refer to the letters wrote to the commanders in chief, informing them of such contracts and supplies made. [Extracts of which letters your committee have hereunto annexed in the appendix, Nos. 14, 15, and 16. viz.

Extract

Extract of a letter from Mr. Robinson to General Howe, dated 12 April 1776, acquainting him, that contracts are preparing for various provisions, rum, &c. to supply his distresses.

Extract of a letter from ditto to ditto, dated 1 May 1776, acquainting him, that contracts had been entered into for 500,000 gallons of rum.

Extract of a letter from ditto to Sir Guy Carleton, dated 1 May 1776, relating to a further supply of rum for the Canada service, if necessary.]

And being asked, Whether, in those conversations, General Burgoyne stated rum originally as necessary for the service of the army in America, or whether he only received from the witness a communication of the intentions of government to send such rum? he answered, To the best of his recollection, in the beginning of 1776, General Burgoyne stated it as necessary and proper to have a supply of rum, to be used as the emergency of the service required; and he thinks, that he complained that the spirit got in Canada was very bad, unwholesome, and improper for the soldiers; he believes, that General Burgoyne had not been in Canada then; that he does not recollect the precise time of this conversation, because, after General Burgoyne was nominated to go to Canada, he had several conversations with him at different times. And being asked, Whether rum was the only article of that occasional supply which continued to be sent? he answered, He thinks not; that coals, garden seeds, four crout, and vinegar, which were a part of that supply, have been since sent, which will appear by the treasury minutes and correspondence.

Your committee next proceeded to enquire into the transactions relative to the agreement for rum, made in 1775 by Lord North with Mr. Atkinson; and examined

John Robinson, Esquire; who being desired to relate what he knew concerning that agreement, informed your committee, That it was found necessary in autumn 1775 to send out various supplies to the army (which has already appeared before the committee) the mode in which they were to be provided and sent out only remained; and having stated to Lord North different modes of making and sending out such supplies, his lordship adopted the mode of providing them by commission, as best and most advantageous to the public; that to the best of his recollection, all those supplies (except rum) were directed by his lordship to be bought at the first hand, and agreed to allow the merchant the usual commission betwixt merchant and merchant, which he believes is 2 $\frac{1}{2}$ per cent. and Messieurs Mure and Atkinson were employed by Lord North for that purpose; and they undertook to send such stores so provided by commission, at the usual rate of freight settled by the North American merchants, or a committee of them: that in regard to the rum, they offered at the same time to supply that article in Jamaica by

commission; but Lord North upon consideration of that proposition, did not think it advisable for the public to execute that service at such a distance by commission, where the public might suffer by having the price raised upon them, and labour under other disadvantages; therefore Messieurs Mure, Son, and Atkinson, gave his lordship the option of another proposition, which was, to supply the rum in Jamaica at the same price the fleet there were supplied, be it what it might, and to carry it to any port in North America at the usual freight of 6 pence per gallon; that if the contractors were to stand at sea-risque, the insurance would be 4 per cent. on the value; and if they were to stand at leakage on the voyage, it would be 10 per cent. which was the constant allowance in all cases of disputed insurances between merchant and merchant; and that the rum was to be paid for upon producing the receipt of the officer in America to whom it was made deliverable: this was the purport of the proposal made by Messieurs Mure, Son, and Atkinson, and to which, to the best of recollection, his lordship acceded. And being asked, What other disadvantages he thinks would arise to the public by providing this rum by commission? he informed your committee, He apprehended the disadvantages were the executing the service at such a distance, where government could have no certainty of the prices of the rum actually paid at the market, nor could they have any proper controul or check upon the agents employed for that purpose. And being asked, Whether he apprehended the treasury would meet with any difficulty in getting the fullest information from the West India merchants in the city of London, of the price of rum for 6 months preceding that order? he answered, That he thinks the merchants would be able to give an account of the current price of rum at the time of their last advices from Jamaica; but he apprehends it would be very difficult for them to give any information respecting the particular prices paid by persons to be employed as agents to purchase by commission, and which they might have charged in that case to the public as paid, except in cases where the rum was bought of themselves, or their agents: that he does not think it would be possible to receive any satisfactory information from the West India merchant of what the price would probably have been upon such a commission going over; and he grounds his opinion upon the information which he received from a gentleman of the island of Jamaica; that he has been informed by Mr. Davison, who is collector of the port of Kingston in Jamaica, and a man of very considerable property in the island, that the concerns of Messieurs Mure, Son, and Atkinson, were so very considerable in the island of Jamaica, that in his opinion they could execute the service when others of less extensive trade could not: Mr. Davison further said, that if he had undertaken the contract, he was apprehensive the price would have been raised upon him. And being asked, Why, after this information

tion from Mr. Davison, the method of supplying by commission was not preferred to that of supplying by contract? he answered, That to the best of his recollection, this conversation with Mr. Davison passed after the contract was made in March 1776: that he thinks there is not so much difficulty in transacting business by commission here at home, the distance is a material difference, and the current prices of the articles at home, that are generally wanted and provided, are in a great measure a matter of notoriety: that he thinks the average price of rum might be known at any given period in England, by giving a sufficient time. And being asked, Upon those two propositions being made by Mr. Atkinson to the board of treasury, did they make any enquiry about the price of rum in Jamaica by the last accounts? he answered, He did not know that they did, the proposition being to furnish the rum at the rate the fleet in Jamaica were supplied; and it being known that the victualling board always advertised for their contracts, and took such price as was the fairest and the lowest, it was, he believes, apprehended that the price paid by them was an equitable and fair one, and upon those grounds the treasury adopted that rule; that he cannot take upon him to say, whether 4s. and 4d. sterling per gallon for rum, was a cheap and equitable price, not being a judge of the price of that article; all he knows of the matter is, that an enquiry was made of Mr. Pelham, commissioner of the victualling board, what was the price contracted for and paid by that office for rum in the different West India islands; and that he received from him a paper (copy of which is before the committee) stating that the price paid by the commissioners of the victualling office at Jamaica for rum, was 4s. and 4d. [Which paper is hereunto annexed in the Appendix, N^o 17.]

This enquiry was made to the best of his recollection, the beginning of the year 1776; that the first agreement for the 100,000 gallons of rum before mentioned was to be governed by the price paid by the navy; and this enquiry was after the first agreement, and before the second; that he apprehends the board of treasury made no other enquiry. And being asked, Whether he apprehended the board of treasury made any other inquiry than concerning the price of rum in the victualling contract? he answered, He apprehended they did not at that time; nor did the treasury, he believes, then know that the article of rum so contracted for by the victualling office, had any relation to, or connection with, any other articles of their supply. Being asked, Whether it is usual for two contracting parties, the treasury and the merchant, without either of them knowing precisely the price for which such contract was to be performed, to agree for the furnishing any article for the public service? he answered, He believed the parties had so certain a rule to go by here, by referring to the navy price, that he apprehends they thought they could not go upon a more certain rule; the board

board of treasury knew that all the contracts made by the victualling board were upon public advertisement; but he does not apprehend they were acquainted with the particular mode of their making their contracts. And upon being asked, Whether the treasury, after that inquiry from Mr. Pelham, thought 4s. and 4d. sterling a fair and equitable price for rum? he answered, He apprehends they did not know the contrary; upon the information the treasury received by that return, they made their contract for 500,000 gallons of rum, taking the price paid by the navy as a datum not to be exceeded, adding thereto proper allowances and charges, incidental to the service, till the delivery of the rum in America; and he believes the treasury apprehended, that if they made the contracts for a less price than such datum, together with the charges added thereto, it would be an advantageous contract to the public; and he does not recollect that the board of treasury were ever apprized of there being any objections to the price till a considerable time afterwards. Being asked, When Mr. Pelham was asked about the price paid for rum by the victualling board, did he say the price was affected by the rum being connected with other articles? he answered, He does not believe that any other information at that time was received by the treasury relative to this subject, than the paper which is before the committee, transmitted by Mr. Pelham; the treasury did not then ask Mr. Pelham any explanation of that paper or contract made by the victualling board, not apprehending it was necessary; that to the best of his recollection, the explanation of the price paid for the rum by the victualling board was given to the treasury some time in May or June 1777. Being asked, Whether the treasury had any official knowledge of naval contracts? he answered, Never, to his knowledge. And being asked, Whether the navy or victualling board ever returned to the treasury the terms of their contracts, either before they settle them, or afterwards? he answered, Never; he believes it has never happened during the time he has been in office. Being asked, Whether, when the treasury contract for the supply of the troops, they simply attend to the lowest price for the ration in general, or whether they think it their duty that each specific article should be paid for at as low a price as it can be obtained for? he answered, That to the best of his knowledge, and during the time he has been in office, he apprehends the treasury always look to the supply of each article being obtained of the best kind that can be got; but the treasury contracts are chiefly for the ration; and in contracting for that ration, they attend to the articles which compose that ration, and make their calculations upon the current price of each specific article, so as to see at what the ration will come out; and then they contract for the delivery of the ration, and the payment per ration. And being asked, Whether rum was ever in the contemplation of the treasury as an article of the ration, till an account came from America,

America, the latter end of the year 1777, that it was so used? he answered, It was apprehended so by the returns; but no particular answer came of the mode of distributions till the latter end of 1777. And being asked, If the treasury estimate the value of a ration upon a calculation made upon the current price of each article, why did they not make the same calculation upon the current price of rum? he answered, Rum is not a part of the ration for which the treasury contract; that it is the custom of the treasury to get the best information they can concerning the value of any article before they contract for it. And being asked, Whether there was not to be found in the treasury, contracts for rum made by that board before he was in office, at a cheaper rate than any of the late contracts? he answered, That he really does not know, but believes there may; but the price, he apprehends, must be governed by the times. And being asked, Whether it is usual for the first lord of the treasury to make a contract for the service of the army, without communicating the terms of such contracts to the board, in order to receive their sanction? he answered, In the recess and adjournment of the board, he apprehends it is usual; and has been informed, that it has been the constant practice for the first lord of the treasury to give his directions and orders for the dispatch of all business which arises during the recess, and such orders are executed by the secretaries, and sometimes in their absence by a chief clerk; that there are no other entries made of the business so transacted than in the letter book, which is open to the inspection of all the lords of the treasury; that he apprehends it was agreeable to such usage that Lord North gave orders for such supplies as were sent out in the latter end of the year 1775: when the treasury board is not adjourned, all contracts are made by them, and are entered upon their minutes: this, he is informed, has been the invariable practice, and others who have been longer in the treasury can give proof of the usage. And being asked, When the first 100,000 gallons of rum came to be paid for, were the terms upon which they were paid specifically stated in the warrant? he answered, He believed they were; but begs leave to refer to the treasury minutes, and the warrant, which he apprehends was countersigned by three lords.

[The treasury minutes, dated 16 October 1776, directing a warrant to be prepared for the payment of £27,164. 4s. 4d. to Messrs. Mure and Co. for rum; and the warrant in consequence of the said order, dated 16 October 1776; are hereunto annexed in the Appendix, N^o 18. and 19.]

And being asked, Whether he could mention any letter to or from the commanders in chief, read to the board, relative to this transaction? he informed your committee, That the letter of the 9th of September 1775, to Sir William Howe, states this transaction very fully, and the several other letters wrote after the board met in the end of the year 1775, and beginning of 1776, state different parts of

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of this transaction, as well as the letters from General Howe, and General Carleton; which are always read and laid before the board. And being asked, Whether it is not usual, after the recess of the board, for the first lord of the treasury to communicate to the board at their first meeting such transactions as have passed by his direction during the recess? he answered, It never has been the practice, since he has had the honour to be at the treasury, to make such minutes, or enter such transactions; and the clerks who have been longer in the treasury have informed him the same. And being asked, Whether this agreement, made in 1775, for the first 100,000 gallons of rum, was ever referred to any merchants or others, to consider and report their opinion upon? he said, He believed not, because it was expressly to be governed by the navy price. And he was further asked, Whether Mr. Atkinson ever desired the board of treasury to refer the agreement for the first 100,000 gallon of rum, in 1775, to any merchants or others, to consider and report upon? he answered, He does not recollect that he did.

Your committee then thought proper to examine Milward Rowe, Esquire, who informed them, That he had been thirty-five years clerk in the treasury, seventeen years of which as chief clerk. And being asked, Whether it has been usual, ever since he has been in the treasury, for the first lord to transact business during the adjournment of the board? he said he always understood it so; but particularly since he has been chief clerk, he has been witness to its being done so. And being asked, Whether it was customary to enter such proceedings in the minutes of the board the first day after their adjournment? he answered, That he does not recollect any instance. And being asked, Whether he ever remembered any instance of the first lord of the treasury entering into a contract with a person who had not been accustomed to transact business with them, without such contract being stated upon paper? he informed your committee, That those agreements have been generally made through the hands of a secretary, and have not come to his knowledge till they have been entered in the minutes. And being asked, Whether it has been customary to enter the business transacted during the adjournment of the board, on the minutes, on any day subsequent to the first day of their meeting? he said, He believed not; that there may have been instances, but he does not recollect any. And being asked, How do the board come to the knowledge of such a transaction, if it does not appear in their minutes? he answered, It will appear in the letter book of the treasury, and if there is any money issued, in the king's warrant book: the letter book is kept for a general correspondence, and remains in a public press in the office. And being asked, If no money has been issued, and no letters passed between the contracting parties, in that case how can the board arrive at the knowledge of such transaction? he said, He did not know, unless it was by the information of the secretaries;

cretaries; that he does not recollect any transaction of this kind, where traces of it have not either appeared in the letter book, or in the King's warrant book.

Your committee then returned to the transactions of the agreement in 1775, and examined Richard Atkinson, Esquire; who informed them, That he was sent for by Lord North, in the beginning of September, 1775, to provide stores for the use of the troops in America; and he then made an agreement with his lordship for furnishing those troops with rum. And being desired to relate all that he recollected of that transaction, he informed your committee, That in order to give them a clear idea of what passed, he must go back to a few days before; that some time in August it was mentioned to him by Mr. Robinson, that some small quantity of stores were then necessary to be sent to America for the use of the forces there, which were of such a kind, as did not fall within the scope of any of the standing contracts; that a conversation ensued upon the best and most advantageous means of supplying such sorts of articles when wanted. The witness then stated, That most part of the articles an army stood in need of were such as merchants are very well acquainted with the nature of, and such as he and his partners had very frequently occasion to purchase, and send out to their correspondents abroad, in the course of their ordinary dealings; and he told Mr. Robinson, that when any such demands arose, he and his partners would very readily execute the orders of the treasury therein, upon commission, in the same manner as they should execute the same order if it was sent to them by any foreign correspondent; that this conversation was, as he understood, mentioned to Lord North, and consequently the measure of executing such services on commission had received some consideration previous to the very time of receiving the advices which rendered it necessary to send out the stores in question; that it was, to the best of his recollection, on the 8th of September 1775, that he was sent for by Mr. Robinson, and informed by him, that advices had been received, which would render it necessary, late as the season was, to get out a considerable quantity of stores to Boston before winter, and that Lord North desired to see the witness thereupon; that he attended his lordship accordingly the same day, and received from his lordship a general kind of information what sort of stores would be wanted, and the quantities of some species of them were specified, but the quantity of the others were left for further consideration: that besides the articles to be bought in England, and sent out from thence, a supply of rum was required to be sent from the West-Indies, with the intention of its arriving in America about the time of opening the next campaign; it was also required, that some melasses should be sent from the West-Indies with the rum;—that he offered to Lord North, that if he thought fit, he and his partners would execute the supply from the West-Indies upon commission, as well as that from Europe. His
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lordship said, That he had considered that part of the Subject (meaning the supply from the West-Indies) and did not approve of that part of the business being done by commission, and that it must therefore be done by contract;—that, as far as he recollected, the reason which Lord North gave was, That he thought the agents who must be employed in the West-Indies, would probably acquit themselves with more diligence and care, if they were acting for the witness and his partners, than they would if they were acting for government; and for that, as well as other reasons, which his lordship did not enter into the particulars of, he thought it was not fit to do that part of the business by commission.—That he immediately told his lordship, that there was at all times a standing contract for supplying rum in Jamaica to the fleet, but did not know what the price of the rum was under that contract, but that he would undertake to furnish the rum in Jamaica at the price mentioned in that contract, whatever it should be; and that he would further undertake to convey the rum to the army in America at Sixpence per gallon freight, at an allowance of 4 per cent. for insurance, and at the common allowance of 10 per cent. leakage upon the voyage; which prices, he informed his lordship, were as low as the service could be effected for, in times of tranquility, supposing the rum to be brought to England; and that he knew of no reason to suppose it could be conveyed cheaper to Boston.—His lordship immediately accepted the proposal, saying, it appeared to him to be fair and reasonable. That the quantity was directed to be about 100,000 gallons; but it was understood that the precise quantity was not so strictly to be adhered to, as to send ships with incomplete cargoes; but that the ships to be appointed to perform the service should be proportioned to the quantity of 100,000 gallons as nearly as might be. And being asked, If he recollected whether any conversation passed at that time with respect to the price of the rum here on board of ship free of excise duty, or respecting the current price in Jamaica? he said, He recollected there was upon those two points; in which he stated to his lordship, that in his opinion neither of them had any thing to do with the ascertaining a reasonable price for rum, which was to be purchased at a future period in the West-Indies; for that the current price here depended upon circumstances quite local and temporary, and which could have no effect upon the price of a future crop in the West-Indies; and that the price for the crop to come had nothing to do with the price of the crop that was passed, but would depend entirely upon the future crop being scarce or abundant; and that it never could be possible to enter into a contract here for rum, to be sent from the West-Indies, of the same crop of which the price in the West-Indies was already known here at the time of entering into such contract; but whether this conversation took place at this interview with his lordship, or at a subsequent one, he could not with certainty, at this distance of time, recollect; that

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that the rum which supplies the navy is not near so good as that
 which comes to supply the London market, but that he spoke from
 information, and not from his own knowledge; that he thought the
 price of a standing contract for the supply of the navy, in the island,
 for many years following each other, appeared a more proper rule
 for judging of a fair price for a contract to be executed out of a fu-
 ture crop, subject to the chance of the future crop being scarce or
 abundant, than the price of any single year. And being asked,
 When he first saw the victualling contract? he answered, That he
 saw it some time in the summer 1777, at the Victualling Office,
 being shewn to him by Mr. Pelham, but that he had learnt the price
 of the rum long before. Being asked, How long before? he an-
 swered, Some very few days after making the agreement with Lord
 North. Being asked, Whether, when he became acquainted with
 the price, he did communicate the knowledge of it to Lord North?
 he answered, That he did not recollect whether, immediately upon
 receiving that information, he told Lord North of it or not, but
 that it was soon very generally known by his Lordship, and every
 body about the treasury. And being asked, What reason he had to
 think any officer of the treasury was acquainted with it? he an-
 swered, That from the tenor of the conversations with Lord North,
 and other persons about the treasury, he believed that Lord North
 knew of the navy price of rum soon after he had made the above-
 mentioned agreement with him. And being asked, What he should
 think would be a reasonable price for the contractor for beef, deli-
 verable at Jamaica? he answered, He had not made any computa-
 tion of that sort, nor could he upon the instant give any answer to
 the question. And being asked, Whether he did not agree with the
 treasury to send out several articles of provisions to Barbadoes? he
 answered, He did, such as flour, peas, beans, and herrings. And
 being asked, Whether that contract was done by commission? he
 answered, That in consideration that the supply was of a charitable
 nature, sent out by government to be sold at prime cost to the
 poorest of the inhabitants, who were supposed to be in great distress,
 he requested of the lords of the treasury, that the cost should not be
 encreased by any profit or commission of his; and desired that he
 might be permitted to execute the business gratis, to which their
 lordships agreed, and he did so accordingly. And being asked,
 Whether he could supply the troops at Jamaica with beef at two-
 pence per pound, pork at twopence halfpenny, and peas at 3s. per
 bushel? in answer to which question, he begged leave to refer to
 his former answer concerning beef, the reason of which applies
 equally to all the articles specified in the question. And being
 asked, Whether he had not a contract to supply part of the forces
 in North America with provisions, and what were the terms? he
 answered, That he had, the terms of which were 5^d. per ration, to
 be delivered at Corke. And being asked, Whether he thought beef
 could

could be delivered at Jamaica at 2d. per pound, pork at 2½d. and peas at 3s. per bushel? he answered, He thought not. And being asked, Whether he imagines those articles could be furnished, at the prices above stated, at any one time during these last ten years? he answered, He apprehends that, during the greatest part of that time, any person obliged to deliver those articles in Jamaica, would have sent very little of them from Europe; that he has no exact information respecting the prices which, during that period, prevailed in any other parts of the world, therefore his opinion must be a very general one; but he rather inclines to think, that it may have been practicable to deliver the commodities in question, in Jamaica, at the prices mentioned, at some period within that time; that he does not think it would have been practicable to deliver them at those prices since the trade to North America has been stopped. And being asked, Whether he examined the victualling contract in all its articles? he answered, He did not, his object, in referring to it, having no connection with any thing but rum; nor did he know that it had any connection with the other articles, further than being contracted for in the same instrument; and he never heard of any such connection till many months after all the rum agreed for, as before mentioned, was delivered and paid for; that it was not till the summer in the year 1777, that he was told there was any such connection, and that to the best of his recollection no such connection appears upon the face of the contract, but each article is contracted for at a price by itself, without any connection with the prices of the rest. And being asked, When the contract was shewn to him, did they at the same time shew him the propositions on which the contract was made, or any tables or calculations relating to them? he answered, They did not, nor does he recollect ever to have seen any such papers; that he did not ask for such information, conceiving then, as he does now, that he had nothing to do with it. And being asked, Whether he knew the limitations of that contract? He answered, That he had already stated, and begged leave to repeat, that at the time of his entering into the agreement with Lord North, he knew nothing more about it than that there was a victualling contract of long standing with respect to its duration; but that he afterwards learnt that it had been entered into in 1767, and was still in force. And being asked, If in that conversation with Lord North, in 1775, he had been desired to supply the island of Jamaica with a large quantity of peas, beef, and pork, he would have agreed to be referred to the victualling contract for the prices of those several articles? he said, That if at the time the proposition was made to him to supply the rum, he had been called upon to do any other business, he should have judged of the expediency of undertaking such business, according to the circumstances in which he stood, respecting the power of executing such business; that he well knew that it could not be possible for any body to procure rum in

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general upon better terms in Jamaica, than it was in the power of their house; if any other article had been demanded, for the supplying of which they were equally well circumstanced, he should not have hesitated implicitly to take the victualling contract for the rule of the price, in the same manner that he did for rum. And being asked, Whether he and their house did not feel themselves equally well circumstanced with any other merchants to serve the public cheap and well, when they undertook another contract which related to provisions without rum? he answered, That when they undertook the provision contract, they undertook it at a specific price, and whether they executed it cheap or dear, was their own profit or loss: as a general proposition, he thinks their house upon an exact equality with other houses of reputation, in the execution of such sort of business.

[Copy of Mr. John Biggin's contract for victualling his Majesty's ships at Jamaica, with a calculation how the same comes out per man a day, dated 17th of July 1767, was then read and shewn to the witness.]

And the witness was asked, Whether he recollected, when he looked at that contract, his having seen all those articles of the prices of different species of provisions? he answered, That in one sense he saw them, but he paid no attention, nor at all considered them; his sole object being to ascertain positively the price of the rum, as therein contracted for. And being asked, If he had agreed with Lord North, in 1775, to supply different species of provisions at the price in the victualling contracts, would not the witness, upon finding the loss upon some articles was considerable, have thought himself entitled to relief from the board of treasury? In answer to this question, he said, Had such a case happened, he thinks he should have represented it as a case of hardship, and should have tried to obtain relief, if he could; but after making a positive agreement, he should not have considered himself as entitled to be excused from fulfilling the agreement so made, nor have sought for redress, otherwise than as a matter of favour. Being asked, If he knew that such matters of favour were ever granted by the treasury? he answered, None such were ever granted or applied for by him, nor does he know of any such. Being asked, Whether, now that he has heard the victualling contract read, and it appearing that all or most of the articles of provisions are there stated at a lower price than he or the contractor probably could afford them, and that the high price of rum there stated seems to be a compensation to the contractor for the very low prices of other articles, does he think that such an extraordinary price for rum, was a just and equitable basis to form a new contract for rum upon? he answered, That the question assumed certain premises, which, with all deference to the committee, he must consider as at least very questionable: that he has stated the ground of the agreement, with the reasons that influenced him to

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enter into it, and that, as far as he knew them, the reasons which induced the other contracting party to do so, they were in point of knowledge upon a footing of equality; and being therefore conscious that the contract, under all its circumstances, was a fair and equitable one, he hopes he shall be excused from giving opinions of what might have been fair and equitable under other circumstances, and with other knowledge, than what attended the agreement. And being asked, Whether, in cases of contracts made without sufficient knowledge in the contracting parties to form their judgments upon, an equitable interpretation of such contracts is not to be expected reciprocally? he said, He apprehended the proposition to be so clear a one, that an answer can hardly be necessary; certainly the favour or equity which he would ask, he would also give, upon any case being made out, which, under the whole of the circumstances and dealings between the parties, appeared to merit it. And being asked, Whether he ever proposed to the board of treasury, a revivall of that agreement in 1775, with respect to rum? he answered, Certainly not, because he was not dissatisfied with it, nor does he know that any of the other contracting parties were. And being asked, Whether he made any other contract upon the same terms? he answered, He did not. He was then asked, Whether the terms were higher or lower? and he answered, The contract entered into by him, with the lords of the treasury, in 1776, took place when the aspect of things respecting the execution of it were greatly changed: in undertaking that contract, he made his own calculations concerning the expences of executing it, and the risks, and all the other circumstances attending it, and thereon grounded his opinion of the price, lower than which he would not venture to undertake it, and entered into the contract accordingly, without being governed by the navy contract, which in the other case he had taken for a rule, independent of any calculation or opinion of his own; and the result was, that in the second contract, grounded upon his own judgment and opinion, he undertook the service cheaper than the first contract, which depended upon the navy price. And being asked, Whether, in making this second contract, he went by his own judgment, or was he desired by the treasury to make other proposals? he answered, It was intimated to him, that the treasury were ready to receive proposals, which he made in the manner as above mentioned, grounded upon his own opinion of the price for which it was prudent in him to undertake the service: that he never departed from the proposal he first made in 1776, it being upon the lowest terms he meant to contract for. And he was further asked, If both the contracting parties were satisfied with the terms of the contract made in 1775, why was it necessary to make a new one? he answered, It was impossible for him to give a complete account of all the reasons influencing other men's conduct: all he could say was, that many other contracts for rum being at the same time in agitation, ^{was} intimated

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intimated to him, that the lords of the treasury were ready to receive proposals for a further supply from Jamaica; and that he made them accordingly. And being asked, Whether there was any other proposal made for supplying of rum at that time? he answered, He certainly knew, from general information, that Mr. Davison, a gentleman of Jamaica, was making proposals, but was not privy thereto, nor to the price demanded by him, not having the least acquaintance with him; but the knowledge of such a competition was an inducement for him to demand a price so low, that in his opinion no prudent or well-informed man would, under all the circumstances of the case, undertake the service lower. And being asked, Whether a competition in 1775 would not have induced him to pursue the same conduct, by offering to serve the public at so low a price, that no prudent man would attempt to offer lower terms? he answered, Had such a competition taken place, it would have been impossible that the agreement should have been entered into in the manner that he has stated; and instead of subjecting himself, as he did, to the chance of the navy price being favourable or unfavourable, he should have judged for himself of the price he should have considered as safe, and made his proposal accordingly. And being asked, Whether he apprehended that no prudent man would have offered to serve the public with rum at a lower sum than 4s. and 4d. if he had been acquainted with the terms of the transaction? he answered, If it had been put to him at the time to judge for himself of the price reasonable to be demanded, he cannot with exactness say what judgment he might have formed; but when he came to the knowledge of the navy price, he certainly thought it a very fair one, and inclines to think that he should (had his own judgment been the rule of his proposal) have undertaken it cheaper. And being asked, What was the average price of merchantable proof Jamaica rum, in the currency of the country, per gallon, in the year 1775? he answered, That he did not recollect, but that the price of rum in Jamaica varies according to the quality, in which there is very great difference, and very frequently sells at different prices in different parts of the island; he does not recollect what the price broke at, at Kingston, in the year 1775: that in the year 1776, to the best of his recollection, the price of rum at Kingston, fit for the London market (being the same that was contracted for for the army) sold from 2s. 9d. to 3s. 1 $\frac{1}{2}$ d. currency per gallon, but which includes nothing but the pure rum itself. And being asked, Whether there were any failures in the crops of the rum in that year? he answered, In Jamaica there is such a variety of climate and country, that there is hardly any year in which some part of the island does not make a short crop, but he apprehends the crop of 1776 may, upon the whole, be reckoned a middling crop. And being asked, Whether he did not know, that by the prohibitory act, the North American market for rum from Jamaica was stop'd? he answered,

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He knew that the trade of the colonies in rebellion was stopt, but not the trade to such parts of North America as were declared to be at the King's peace. And being asked, Whether there was any new demand from other quarters, to supply the loss of that trade which had been carried on between Jamaica and the rebellious colonies before that year? he informed your committee, That the consumption of British West-India rum by our fleets and armies, and by the Newfoundland fishery, which had been used to be chiefly supplied with New-England rum, distilled almost entirely from foreign melasses, and the consumption of such British West-India rum in Canada, where scarce any thing but New-England rum was before consumed, were all of them heads under which the consumption was manifestly encreasing, and such encreased consumption tended to balance the loss of the consumption of British West-India rum in the colonies in rebellion. Being asked, Whether he knew of any contracts made in this country, in the year 1776, for merchantable proof Jamaica rum, to be delivered in the island, at 2s. 6d. per gallon currency, or under? he said, He presumed that the question was not meant to relate to any dealings of his own in the execution of the contract he entered into, and that he knew of no contract made in the terms of the question by any other person. Being asked, Whether that transaction with Lord North, in 1775, was the first business he had been concerned in with the treasury? he answered, It was. The witness was then asked, Whether in that transaction, when he received a general kind of information relative to that business, and some articles were specified, and others left for further consideration, he received directions, from time to time, upon those different heads, or were they left to his own discretion? he answered, That he received directions, from time to time, upon all of them, in the course of a continual intercourse with Lord North, and the rest of the gentlemen about the treasury, while the service was going on. And being asked, Whether the contract between Lord North and him was not stated upon paper, and signed? he answered, It was not. And being asked, In what manner the payments were made for this rum? he said, Upon producing certificates of the delivery, signed by General Howe, the account thereof was stated to the treasury, and after examination, the amount was paid by the King's warrant. And being further asked, Whether he had ever heard that the rum furnished by the victualling board, for the navy upon the Jamaica station, was rather better and older than the merchantable proof rum sold in the island? he answered, That he never heard that it was; that he has heard it for the first time to-day, by reading of the contract, that it is conditioned to be six months old.

Your committee then thought proper to read the following contract made with Mr. Biggen, and the several tenders and calculations thereunto annexed, which contract was the basis of the agreement made

made between Lord North and Mr. Atkinson for rum in 1775; and in order to judge of the prices of the several articles, and particularly of that of rum, they thought it right to examine into the manner and grounds upon which such contract was made [which contract and tenders are annexed in the Appendix, N^o 20 and 21.]

And your committee examined Alexander Chorley, Esquire, who informed them, That he had been commissioner of the victualling board about ten years. And being asked, What was the custom of the victualling board in making their contracts for provisions for victualling the fleet in the King's service? he answered, That they make publication in the News-papers for such species of provisions as they wanted, in order that persons might give in their tenders; which, when given in, the commissioners and secretary who are at the board at the time take down the particulars from the several tenders, and agree with the person who gives in the lowest tender; which is accordingly accepted, and they take security for the performance. And being asked, What is the rule for the quantum of the security? he answered, According to the importance of the contract—that he believes there may have been securities as high as 10,000*l*. Being asked, Whether he recollected the amount of the highest contract made by the victualling board? he answered, He did not. And being asked, Whether he recollected, since he has been in the victualling office, of any contractor's forfeiting his security? he answered, In some degree they have, for they have been very often sued for forfeiture or non-performance; in some instances it has been paid: that he does not recollect any one instance in which the security has been wholly forfeited. And being desired to inform the committee of the method of making contracts for the supply of the navy stationed in the West-India islands? he said, That they publish it in the News-papers, as they did in other cases, for persons to give in their tenders; and they took the lowest upon the medium in the whole. And being asked, Whether he recollected any application from the board of treasury to the victualling office, in the beginning of the year 1776, for information relative to the prices paid by that board for rum to be delivered to the navy in the West-India stations? he answered, He did not recollect any such thing; no such application was made to him; nor, as he understands, any to the board. Being asked, Whether the board make contracts for rum for the navy, to be delivered here in England? he said, They did; but does not recollect the prices agreed for in any of those contracts; that there have been various prices, but does not recollect the particulars. And he was further asked, Whether he recollected any contract made in 1776, for rum to be delivered here for the navy, under 1*s*. 8*d*. sterling per gallon? he said, He did not remember the price. And being asked, Supposing that the contractor and his agent are not ready to supply the provisions wanted for the Jamaica, or any other foreign station, what does the

captain in any of the King's ships in such case do? he answered, He apprehended he is to give an order to his purser to purchase such provisions as are wanted, and to draw bills upon the victualling board for the same; and in case the prices should be higher than the contract price, the contractor is liable to pay the difference.

Your committee here thought proper to insert an account of rum bought by the commissioners of the victualling office, to be delivered at London, Portsmouth, and Plymouth, between the 30th of August 1775 and the 4th of March 1778, with the prices thereof, [which is hereunto annexed in the Appendix, N^o 22.]

Your committee then examined John Watts, Esquire, secretary to the victualling office, and Denham Briggs, Esquire, accountant for cash; who being desired to relate the method of making their victualling contracts, they informed your committee, That the commissioners of the victualling office, before they enter into contract for victualling his Majesty's ships at any port either at home or abroad, always make publication thereof, and of the day on which they propose to receive tenders (in writing, sealed up) for that purpose; and copy of the intended contract lies constantly open at the secretary's office for every body's inspection; and at the foot of such copy, the following notation is always written, viz.

- “ In the computation for ascertaining the lowest offer upon the
- “ tenders that may be made for this contract, the commis-
- “ sioners will cause the articles of beef, pork, pease, oat-
- “ meal, and vinegar (notwithstanding the prices at which
- “ they may be offered) to be rated in the calculation upon
- “ every person's tender at the following prices, viz.
- “ Beef at eight-pence per four pound piece.
- “ Pork at six-pence per two pound piece.
- “ Pease at three shillings per bushel.
- “ Oatmeal at three shillings per bushel.
- “ Vinegar at six-pence per gallon.
- “ Unless the said species shall be offered in any tender at
- “ higher prices than those above mentioned, in which case
- “ they will be inserted in the calculation for such tender,
- “ at such higher prices as they may be respectively offered
- “ at.
- “ It is to be observed, at the same time, that notwith-
- “ standing the before-mentioned method of calculating the
- “ beef, pork, pease, oatmeal, and vinegar, the commis-
- “ sioners will pay for those articles according to the real
- “ prices at which they may be offered in the person's tender
- “ with whom they may contract.”

That the above regulation, with respect to pease, oatmeal, and vinegar, was in force when the contract was made with Mr. Biggen for Jamaica, on the 17th of July 1767, and was extended to the articles of beef and pork in the year 1770.

And

And the witnesses being asked, Whether the casting prices (being the prices before-mentioned for beef, pork, pease, oatmeal, and vinegar, below which those several articles are not to be rated in calculating the proposals on which the said contract was made) were the same at all places? they answered, They were; that the casting prices of pease, oatmeal, and vinegar, were settled at the end of the year 1764, which was for the first time; and the casting prices of beef and pork were settled for the first time in 1770, and they have never been altered since the first settlement. And being asked, What was the reason that there is not a casting price upon every article? they answered, There being a greater quantity of bread, rum, butter, and cheese, supplied, in proportion, than of beef, pork, pease, oatmeal, and vinegar, the contractors tenders on those species have been advanced so high that there has not been any necessity of adopting casting prices to those articles, as was found necessary in the articles of beef, pork, pease, oatmeal, and vinegar. And being asked, Why are the casting prices the same at all places? they answered, For no other reason but that assigned in the foregoing answer. And being asked, What is the rule that is followed in settling the casting prices? they answered, That the casting prices of beef, pork, and pease, were settled at the prices allowed purvers on the balance of their victualling accounts; the purvers are not allowed any credit on the balance of their victualling accounts for vinegar.

Your committee then proceeded to enquire into the proceedings relative to the contracts made in 1776, and began with reading several proposals for furnishing a quantity of rum for the service of his Majesty's troops in North America; and also the contracts entered into by the treasury, as appears by their minutes, dated the 27th of March 1776; [all which papers are hereunto annexed in the Appendix, Nos 23, 24, 25, 26, 27, 28, 29, 30, and 31.]

Your committee also beg leave to refer upon this head to the treasury correspondence with the commanders in chief abroad, which have been already annexed, and referred to in the foregoing part of the report.

John Robinson, Esquire, being examined, was desired to inform the committee, Whether, when the treasury fixed the proportions of rum to be sent from each island, for the service of the troops in North America, they had any other account of the exportation of rum, from those islands to America, than that of the year 1773? he answered, They had some broken accounts, but none they could so well depend upon as that of 1773, the other returns being, he believed, incomplete. And being asked, Whether there was any application to the treasury for such proportions, as a relief to the islands, from the planters or the West India merchants? he answered, That he did not recollect any direct application, but it arose from general conversations with the West India planters and merchants,

chants, that it would be necessary to give them such relief for the loss of the American trade; that he recollected to have had conversations upon that subject with Mr. Ellis, Mr. Dawkins, Mr. Braithwaite from Barbadoes, Mr. Long, and some other gentlemen, who complained of the loss of their trade to North America; he believed this conversation was in the beginning of 1776, and it was therefore upon those grounds that the treasury thought it right to make an apportionment of the quantity. And being asked, Whether he apprehended that the treasury called for the account of the importation of rum into England, to see thereby how far the English markets were supplied with rum from Jamaica? he answered, He did not recollect the time they called for it, nor at present the grounds upon which such account was called for, but he believed it was upon general grounds, he did not recollect the particular grounds. And being asked, Whether, to the best of his recollection, that account was taken as one of the data upon which the apportionment was made? he answered, To the best of his recollection, it was from the account of the exportation from Jamaica and the West India islands to North America. And being asked, If he knew upon what grounds the different prices were given to the contractors for the rums of the different islands, viz. 5s. 3d. for Jamaica, 4s. for Grenada, 3s. 6d. for the other ceded islands, and 3s. for the Leeward Islands? he answered, To the best of his recollection, upon the return of the victualling board, the treasury apprehending that those contracts were made upon public advertisement; and they thought, if they could make a bargain for a less price than was given by the victualling board, adding thereto the necessary charges and expences of delivering the rum in North America, that they were making an advantageous bargain for the public; the treasury had before them the different prices that were given by the victualling office in the several islands, and they guided themselves, he apprehended, by that rule, making the best bargain they could. And being asked, Whether the treasury thought that 7d. per gallon was a sufficient allowance for freight, insurance, and all other charges on rum carried from the Leeward Islands to North America? he answered, The treasury endeavoured to make the best bargain they could; the proposals from Mr. Blackburn being at 3s. per gallon, and the treasury seeing that 2s. 5d. was the price paid by the victualling office upon the delivery in the Leeward Islands, they thought the proposal in America at 3s. a very reasonable one, and accepted it without entering into the particulars of the expences to be incurred in carrying to North America. And being further asked, Whether he apprehended, at the time of closing with this proposal, that the treasury had any reason to infer, from the full price to be paid on delivery in America, that the price in Barbadoes would be then less than 2s. 5d.? he answered, The treasury certainly thought that they had made a better bargain, for the delivery of the rum in Ame-

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rices at 2s. than the victualling office, who were to pay 2s. 5d. upon the delivery in the island; and they did not enter into the consideration of the price which the contractor was to pay in the Leeward Islands. And being asked, When the victualling office prices were called for by the treasury, did the treasury enquire whether those prices had any connection with any of the other articles of provisions contracted for by the victualling board? he answered, That they had no return from the victualling office at that time of the prices paid for rum by them in the islands having any connection with any other articles of provisions, nor did the treasury (the witness believed) know any thing of it till May 1777. And being asked, Whether the treasury understood the prices, in that victualling office account first presented to them, to be in sterling money, or in the currency of the country? he answered, Certainly in sterling money, and ever understood it so till that day it was discussed in the House of Commons. And being asked, If it was so understood, why was a second application made, in May 1777, to the victualling board for the explanation of the first paper presented? he answered, Because it was so confidently asserted in the House of Commons, that there must certainly be some mistake in the conception the treasury entertained of the return made by Mr. Pelham, and to satisfy Lord North that such mistake had not happened. And being asked, Whether that assertion did not come from the board of treasury? he answered, He apprehended not. And being asked, Whether there was not a doubt among the members of the treasury, whether it was sterling or not? the witness answered, That he had no doubt of its being sterling; he asserted it was so, and informed Lord North of it; but some of the members of the House having mentioned to Mr. Cornwall, that there certainly must be some mistake, with which Mr. Cornwall acquainted Lord North, and thereon arose the doubt; and in order to clear up that doubt, the witness made the second enquiry at the victualling office the next day. And being asked, Whether the treasury, before they contracted at certain prices for rum to be taken from different islands, made any enquiry about the relative strength and value of those different rums? he said, He believed they were informed, that there was a considerable difference in the strength and quality of the rum in different islands; and that from some islands the rum was double distilled, and in others not so, consequently varied in their prices. And being desired to name the islands from whence the double-distilled rum came from? he answered, He had been informed, from Jamaica, Grenada, and, he believed, some of the ceded islands. And being asked, Whether he knew that there was a proof established for the strength of rum in each island? he answered, He apprehended there was a proof, by which the best merchantable rum in each island was distinguished and known, and the instrument sent out by the treasury for trying the rum upon delivery was so formed and

and marked as to ascertain that proof. And being further asked, Whether he recollected by that instrument there were different lines of proof for the different rums contracted for? he answered, To the best of his recollection there were, from each of the islands. And being asked, If he recollected whether the line of proof of the Grenada rum was higher than that of Antigua? he answered, He believed it was. And being asked, Whether there were any directions given by the treasury to the commanders in chief in North America, to reduce the Jamaica rum by water to any given standard? in answer to that question, He begged leave to refer to the correspondence of the treasury with the commanders in chief. And being asked, Whether the treasury informed General Howe of the different prices given for the rum of the different islands? he answered, He apprehended he had copies of the contracts sent him, upon which the different prices paid for the rum appeared. And being asked, Whether the treasury sent him an instrument by which he could try the strength of the rum? he answered, They did, a very accurate one, and explained to him the manner of using it. And being asked, Whether water was mixed with the rum before it was given to the soldiers? he answered, He apprehended it was always the custom. And being further asked, If he understood it was customary in the army to mix water with the rum, in proportion to the price and strength of that rum so delivered? he answered, That he did not know the proportions; but he apprehended it was customary in the army to mix water with it before they deliver it to the soldiers. And being asked, Whether General Howe ever received any orders from the treasury to lower by water the stronger rums to the standard of the lowest, before delivery? he answered, He knew of no orders given but what appeared in the correspondence. And being asked, Whether he recollected any offer to supply the troops with rum made by Mr. Irving? he answered, He did not recollect particularly, but he had a faint idea, that Mr. Irving did mention to him something about the troops being supplied with New-England rum while they were at Boston. And being asked, Whether he meant that the offer was only for New-England rum? he answered, He did not recollect the particulars. And being asked, When the supply of the troops under General Howe with rum was referred entirely to the General, were all the contractors here for rum apprised of that reference, so as to be enabled to have agents on the spot? he answered, He believed they were all told that the treasury would not contract for any further quantities, and that if more was wanted, the contracts were to be made by Sir William Howe. And being further asked, Whether notice was given to them all at the same time? he answered, He did not recollect. And being asked, What the board of treasury did in consequence of the reports made by the West-India merchants on Mr. Atkinson's contract? he answered, He begged leave to refer to the minutes of the treasury, and the
other

other papers upon that subject before the committee; that he knew of no other proceedings but what appeared on those papers, either in regard to the second contract, or to the contract made by Sir William Howe. And being asked, Whether the board of treasury had come to any decision on the second contract? he answered, He did not know that they had.

And your committee find, upon examining the extraordinary accounts of the army, that Mr. Atkinson was paid 9,801l. 4s. 6d. for 37,338 gallons of rum, and 2,610l. 9s. 9d. for 9,979 gallons of rum, and 15,408l. 4s. 6d. for 58,698 gallons of rum; which appeared to be the full price of the rum so delivered.

Your committee now think proper to lay before the House the proceedings relative to the reference of Mr. Atkinson's rum contract, in the following order:

The treasury minutes, dated 3d June 1777, referring Mr. Atkinson's contract to merchants, to consider and report upon, extract of which is as followeth, viz.

“ Present. Lord North, Lord Onslow, Mr. Townsend, Lord Beauchamp, Mr. Cornwall.

“ My Lords resume the consideration of the contract entered into with Richard Atkinson, for supplying 100,000 gallons of rum for the use of his Majesty's forces in America, at 5s. 3d. per gallon, agreeable to the minute of the 27th day of March 1776.

“ Mr. Atkinson attends the board, and is heard hereon; and he requests, for the satisfaction of their lordships, that his said contract was not an improper one for the public, the same may be referred to any number of eminent West-India merchants their lordships may think fit, together with all the accounts, estimates, and circumstances that have occurred concerning it; and that their opinion may be desired, whether it could reasonably, at the time it was made, or might even now reasonably be made cheaper, and at what other price; and also whether any, and what unforeseen risques or expences have been actually incurred in the execution of the said contract, to diminish or take away such reasonable profit as might otherwise have been expected by the contractors—and Mr. Atkinson offers, that if such merchants shall give it as their opinion, that the said contract might then have been, or could now be, reasonably undertaken cheaper, he will waive the benefit thereof, and accept such lower price as they may so report to be reasonable.

“ My Lords agree to Mr. Atkinson's proposal; and he having declined to name any of the referees, their Lordships name Beeston Long, Esquire, Richard Oliver, Esquire, and Richard Neave, Esquire, for that purpose.

“ Write to Messrs. Long, Oliver, and Neave, requesting the favour of them to undertake this examination; and if they consent thereto, transmit them a copy of the contract, and all the papers relative thereto, and give notice to Mr. Atkinson, that he may

attend

other

attend them with such explanation and evidence as he shall think fit.

“ Whitehall.”

Copy of a letter from Mr. Robinson to the merchants, dated the 6th of June 1777, requesting them to undertake the said reference; which is as followeth, viz.

“ Sir,

“ Some exceptions having been taken to the propriety of a contract entered into by the lords commissioners of the treasury with Mr. Atkinson, for supplying a quantity of rum to his Majesty's forces in America, at 5s. 3d. per gallon, and that gentleman being desirous, as well as their Lordships, that the said contract should undergo a thorough investigation; it has been proposed to submit the same to your judgment, jointly with Beeston Long and Richard Neave, Esquires: I am therefore directed by their Lordships to request the favour of you to take the trouble of such examination; and, if I have your permission so to do, I have their Lordships further directions to transmit you the necessary papers for that purpose.

“ I have the honour to be, with great truth and respect,

“ Sir, &c.

“ JOHN ROBINSON.”

6th June, 1777.

A like letter to Beeston Long, Esquire, jointly with Richard Oliver and Richard Neave, Esquires.

Ditto to Richard Neave, Esquire, Ditto with Beeston Long and Richard Oliver, Esquires.

Your committee then read a copy of a letter from Mr. Crichton, one of the referees, to Lord North, dated 5th July 1777, desiring some papers might be laid before them; [which letter is hereunto annexed in the Appendix, N^o 32.]

Then an account of rum exported from the West-Indies to North America in 1773 was read, [and is annexed in the Appendix, N^o 33.]

Your committee also read the report of the referees on the said reference, dated the 16th of July 1777; which is as followeth, viz.

“ My Lords,

“ In consequence of a request to us from your Lordships, signified by Mr. Robinson, that we would undertake the examination of “ a contract entered into by the lords commissioners of the treasury with Mr. Atkinson, for supplying a quantity of rum to his Majesty's forces in America, at 5s. 3d. per gallon,” and, with the concurrence of your lordships, to call in any third or fourth person, as we should think proper; we have, jointly with Mr. Glover and Mr. Crichton, who have obliged us with their constant attendance, and subscribed their names hereto, examined the whole
evidence

evidence so amply furnished by your lordships and Mr. Atkinson; and hereby submit to your consideration the following report:

“ The plan pursued in this investigation was to review the several circumstances of the time when this contract was made; viz. on the 27th March, 1776, when your lordships, by the minute of your board, accepted of the tender made by Mr. Atkinson.

“ We find in the contract itself, that every precaution hath been observed for supplying the forces with rum of that proof which is deemed at the London market merchantable Jamaica; to ascertain which, the instrument referred to is, in our opinion, more completely adapted than any other mode hitherto devised: every party was duly provided with such an instrument by the board of treasury, and the whole quantity of rum delivered hath been certified, by the several commanders or commissaries in America, as corresponding with the proof stipulated by the contract.

“ To establish the price of such rum at the time, and justly to compute the charges and expences attending its delivery in North America, due information hath been obtained; and the following calculation, which we believe to be as accurate as the nature of the subject would admit, is the result of our enquiries:

	l. s. d. Parts,
“ First cost, at 2s. 9d. Jamaica currency, } per gallon, making sterling _____ }	— 1 11 57
“ Cask _____	— - 3 -
“ Shipping charges, 5s. sterling per puncheon _____	— - - 60
“ Leakage in the island, 2½ per cent. _____	— - - 60
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“ Commission 5 per cent. _____	— 2 3 77
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“ Cost on board at Jamaica _____	— 2 5 22
“ Insurance to the several places of delivery, } average at 13 guineas per cent. _____ }	— - 4 75
“ Freight and primage _____	— - 7 50
“ Agency in America, 10s. sterling per puncheon _____	— - 1 26
“ Landing charges, 2s. 6d. sterling per puncheon _____	— - - 30
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“ Interest of money and charges in England, } 3 per cent. _____ }	— 3 7 3
“ Leakage till landed, 10 per cent. _____	— - 4 43
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	— 4 - 75

“ From this calculation your lordships may judge how far the contract in question might at the time have been reasonably made cheaper; we have therein made a full allowance for every charge which might probably occur in such a transaction,

“ It is very difficult to give an opinion upon another object referred to us, viz.

“ What unforeseen risques or expences have been actually incurred in the execution of the said contract, to diminish or take away such reasonable profit as might have been expected by the contractor ?” as unforeseen accidents may have happened from various causes, either from unexpected events, which could not be foreseen or allowed for, or from neglects and imprudences in some part of the management; all which every undertaking may be liable to, and of which no estimate can be formed.

“ Finally, we submit, that private contracts are the most liable to exceptions; and whether contracts in future are offered by public notice to the lowest bidder, or the article required is purchased in Great-Britain or elsewhere, by agents, at a commission usual among merchants, or procured by any other mode whatever, the protection of convoy in every instance is essential, not less to the oeconomy than to the essential service of the state, without a certainty of such protection for a basis. We, in answer to that part of the reference requesting our opinion upon future contracts, can only represent to your lordships the insuperable difficulty of stating any price to be given hereafter, which would not be subject to objection; but in a public view, if contractors are obliged to take upon themselves all contingencies, their utmost efforts may prove ineffectual, and that first object of public care in time of war, the supply of the army, be utterly defeated.

“ We have the honour to be, my Lords,

“ Your Lordships most obedient and most humble servants,

“ BEESTON LONG,

“ R. GLOVER,

“ RICH. NEAVE,

“ W. CRICHTON.”

“ The Right Honourable the Lords
Commissioners of the Treasury.”

Your committee also read copy of a letter from Mr. Atkinson to the referees, dated the 18th of July 1777, requesting them to make some alteration in their report, respecting insurance; with their minute in answer, [which is annexed in the Appendix, N^o 34.]

And also copy of a letter from Mr. Atkinson to the lords commissioners of the Treasury, acquainting them of his application to the referees, dated the 21st of July 1777, and is as followeth, viz.

“ My Lords,

“ The report made to your lordships by Beeston Long, Richard Neave, Richard Glover, and William Crichton, Esquires, the 16th instant, upon the reference of my rum contract, being silent as to a part of the evidence laid before them, which appears to me to be very material; I deemed it no less incumbent upon me, for the accomplishment of that full information due to your lordships, than in point of justice to myself, to desire that those facts might be authenticated; and I have now the honour to inclose my letter
of

of the 18th instant to the referees on that subject, with their minute in reply.

“ In the report an estimate is given of the probable cost, as far as it could be judged of at the time of making the contract, which leaves an apparent profit of 14d. per gallon, or 22½ per cent. supposing no unforeseen expences to be incurred; and the gentlemen then proceed, in substance very truly, to state, that by sundry contingencies, incident to the nature and circumstances of the undertaking (as well from unexpected events, as from neglect or imprudence in some part of the management) the expences were liable to be increased, although no certain judgment could be formed beforehand to what extent; but that, if the contractors are obliged to take upon themselves all contingencies, without the certainty of protection by convoy, their utmost efforts may, in similar undertakings, even prove ineffectual for supplying the army at all.

“ In addition to the estimate and representation thus made, the minute above-mentioned, by returning me the papers contained in it, shews evidence to have been given, that neither by neglect nor imprudence, but from unexpected events, the premiums of insurance paid, and loss by capture sustained, have amounted, on an average, to 31. 12s. per cent. instead of the premium that might reasonably have been thought sufficient at the time the contract was entered into, which is very fairly rated in the estimate before mentioned at thirteen guineas per cent.

“ It follows, that of the 14d. per gallon, or 22½ per cent. which might probably have been gained if no adverse incident had, in so distant and perilous an enterprize, taken place, 18 per cent. equal to 11d. per gallon, has, past all contradiction, been swallowed up by the increase of expence on one single article of the estimate only; the knowledge of which matter of fact seems so essential to the forming a true judgment of the whole, that I trust your lordships will be of opinion, that the consideration of it ought to accompany that of the report.

“ I have the honour to be with the greatest respect,

“ My Lords,

“ Your Lordships most obedient, and most humble Servant,
London, July 21st, 1777. RICHARD ATKINSON.”

Your committee then proceeded to read the treasury minutes of the 29th and 31st of July 1777, on the report of the referees on the said contract; extracts of which are as follow, viz.

“ Present. Lord North, Lord Onslow, Lord Westcote.

“ My Lords resume the consideration of the report of the referees on the contract with Messieurs Mure, Son, and Atkinson, for rum.

“ Read letter from Mr. Atkinson, dated the 21st instant, stating, that the report is silent about some facts, which he apprehends to be very material for forming a true judgment of the whole, and that he has therefore called upon the referees to attest that proof thereof was

laid before them, and transmit to this board his letter to the referees on that subject, and a minute, signed by them, in reply, returning him the papers proving the said facts, and thereby shewing that such proof had been laid before them, and observing thereon, that 11½d. per gallon had incontestibly been swallowed up by an increase of expence, beyond what it stood estimated at in the said report, on the single article of insurance only, and desiring that the consideration of the fact, then authenticated, may accompany that of the report.

“ Read the above-mentioned letter to the referees, and the minute, signed by them, thereon.

“ Direct Mr. Atkinson to attend here on Thursday next.

“ Present. Lord North, Lord Onslow, Lord Westcote.

“ My Lords resume the consideration of the report of the referees on the contract with Messieurs Murc, Son, and Atkinson, for rum.

“ Read the same.

“ Mr. Atkinson attends, and is called in and heard; he produces to the board the following policies of insurance, viz.

“ For insuring of 8,960l. on the ship Fame, Captain Thornton, at 15 guineas per cent. 3,500l. on the Loyalty, Captain Atkins, at 15 guineas per cent. 5,000l. on the Ann, Captain Kennedy, at 15 guineas per cent. 4,400l. on the Hero, Captain Harford, at 15 guineas per cent. 2,200l. on the Hero, at 25 guineas per cent. and a certificate from Mr. Colin Makenzie, Insurance-Broker, dated 19th June 1777, that with the utmost diligence it was impracticable to get any more than 6,600l. done on the Hero, Captain Harford. And Mr. Atkinson alledges, that 14½d. per gallon was not an unreasonable charge towards answering the unforeseen risque and great hazard in the undertaking; for that the actual premium and losses have in fact turned out to be after the rate of 31l. 12s. per cent. as he states in his letters to the board, and not at the rate of 13l. 12s. per cent. as estimated by the referees, and as such that this difference of charge and expence alone, allowing all the other articles as estimated by the referees, takes away 11½d. per gallon of the supposed profit estimated by the referees.”

Your committee also read copy of a letter from Mr. Atkinson to the treasury, dated the 15th August 1777, respecting insurance, [which is also annexed in the Appendix, N^o 35.]

Your committee also read the treasury minutes of the 15th of August 1777, referring a second time to the referees the said contract, respecting insurance; which are as follow, viz.

“ Present. Lord North, Mr. Cornwall, Lord Beauchamp.

“ Read Letter from Mr. Atkinson, dated this day, on the subject of the rum contract; which was referred for the consideration and report of four merchants.

“ Write to the referees, and thank them for the trouble they have been so obliging to take in this business; and acquaint them, that it is with reluctance that they trouble them again on the subject; but

but that, the board wishing to receive some fuller information herein,

“ My Lords desire that they will acquaint the board at what period they estimated that thirteen guineas per cent. was the rate of insurance; on what items of the estimated charge they have computed such insurance; and whether, in their opinion, the accidents that have happened in this case to diminish the contractor's profits, have arisen from neglect or mismanagement, or are among those accidents and events which could not be foreseen, and which may happen from various causes, and of which no estimate can be formed, as stated in their report.

“ Acquaint Mr. Atkinson therewith; and desire him to attend the referees thereon with such papers as he shall think proper to lay before them for their further consideration.”

Your committee also read copy of a letter from Mr. Robinson to Messrs. Long, Neave, &c. with queries relative to the said contract, dated 16th August 1777; which letter is as followeth, viz.

“ Gentlemen,

“ The lords commissioners of his Majesty's treasury are pleased to direct me to thank you for the trouble you have been so obliging as to take in the business of examining Mr. Atkinson's rum contract; and to acquaint you, that it is with reluctance their lordships trouble you again on the subject; but the board wishing to receive some fuller information herein, my Lords desire that you will acquaint the board at what period you estimated that thirteen guineas per cent. was the rate of insurance; on what items of the estimated charge you have computed such insurance; and whether, in your opinion, the accidents which have happened in this case to diminish the contractor's profits, have arisen from neglect or mismanagement, or are among those accidents and events which could not be foreseen, and which may happen from various causes, and of which no estimate can be formed, as stated in your report. I am, &c.

“ 16th August 1777. JOHN ROBINSON.”

“ To Beeston Long, Rich^d Neave, Rich^d Glover,

“ and Will^m Crichton, Esquires.”

Then your committee read the further report of the referees on the said contract, dated the 21st August 1777; and is as followeth, viz.

“ My Lords,

“ We are happy in your Lordships approbation of the trouble we have taken in the business of examining Mr. Atkinson's rum contract, for which your Lordships have been pleased to direct Mr. Robinson to return us thanks, by his letter of the 16th instant. Mr. Long having received it on the 19th, we have taken the earliest opportunity that our respective affairs would admit, of assembling in order to reply thereto.

“ Your Lordships desire us to acquaint you,

“ 1st

“ 1st. At what period we estimated that thirteen guineas per cent. was the rate of insurance.

“ 2dly. On what items we have computed such insurance.

“ 3dly. Whether, in our opinion, the accidents which have happened in this case to diminish the contractor's profits, have arisen from neglect or mismanagement; or are among those accidents which could not be foreseen, and which may happen from various causes, and of which no estimate can be formed.

“ In answer to the first query, we beg leave to repeat to your lordships what we have stated as the ground-work of our report, That we estimated the rate of insurance, as well as every other item, upon a review of the circumstances of the time when the contract was made.

“ In answer to the second query, we computed the insurance (as will appear on the face of the estimate) on all the items incurred down to the rum being on board ship; and likewise covered the estimated premium of the insurance, so as to save the contractor harmless in case of loss; having in the next item, of freight, estimated that article at an extraordinary advance, in consideration that the contractor might, in this particular case, be liable to the payment of freight, notwithstanding the ships might be taken, and the rum consequently not arrive.

“ In answer to the last query, we beg leave to repeat to your lordships, that we have made the most ample allowance for every charge which even in these perilous times could probably have affected the undertaking; and whether the several charges actually incurred have exceeded or fallen short of our estimate, and in what particular items, and whether the contractor's profit has been thereby less or greater than his expectations, is a subject of investigation which we did not judge proper to go into then; and we are of the same opinion now. We have the honour to be,

“ My Lords,

“ Your Lordships most obedient, and most humble servants,

“ RICH. NEAVE, “ BRESTON LONG,

“ R. GLOVER, “ W. CRICHTON.”

“ London, 21 August 1777.

“ The Right Honourable the Lords
Commissioners of the Treasury.”

Your committee then examined William Crichton, Esquire, in relation to the said reference; who informed them, That he was a merchant of the city of London, in the Leeward Island trade principally, and had also one correspondent in Jamaica. And being asked, Whether he was not applied to by Messieurs Long and Neave, to consider with them a reference made from the board of treasury, of a contract entered into by them with Mr. Atkinson for furnishing the troops in North-America with rum, in the year 1776? he answered, He was. And being shown the letter, dated 5th July;

1777,

1777, from Mr. Crichton to Lord North, desiring some papers to be laid before the referees, and the account of rum exported from the West-Indies to North-America, in 1773, he was asked, What was his view in calling for those papers? he answered, That as, immediately before the making of this contract, an act of parliament had passed, prohibiting all trade with the thirteen revolted colonies, the effect of which must be to lessen the exportation of rum from the West-India islands to North-America, so much as those colonies had formerly taken off, he wished to know what that quantity was, and how far it was compensated by the consumption of rum in the army and navy; that though those papers were called for, and the account of the export of 1773 from the West-Indies to North-America furnished by the lords of the treasury to the referees, they did not chuse, in framing their report, to draw any speculative conclusion therefrom. And being asked, Whether any further application was made by the treasury to the referees, after their first report of the 16th July 1777? he answered, That on the 19th of August, Mr. Long, being in the country, received a letter from Mr. Robinson, dated 16th August, stating queries relating to Mr. Atkinson's rum contract; which was all that passed between the first and second report. And being asked, Whether there was any other application made to the referees after their second report, dated 21st August 1777? he answered, None, that he knew of, upon this contract; but that he had been informed by Mr. Long, that he and Mr. Neave were applied to for their opinion upon some subsequent contracts made by Sir William Howe with the agents of Mr. Atkinson, and that those gentlemen declined giving any further opinion. And being asked, Whether he thought, that in the calculation made by the referees of the charges and expences attending the delivery of rum in North-America, the price of cask, as there stated at 3d. per gallon, was a reasonable allowance? he answered, He thought it was a fair price. And being asked, Whether he thought shipping charges, as there stated, at 5s. sterling per puncheon, was a fair price? he answered, That the referees had been very liberal in their estimate in all the charges, as they wished to be so. And being asked his opinion as to the charge of 2½ per cent. stated in the calculation as leakage in the island? he said, He could only make the same answer as before, as he did not chuse to hold a separate opinion from the rest of the referees. And being asked, Whether it was a usual charge? he said, He could not answer the question. And being asked, Whether it was not the custom, in every other island except Jamaica, for the seller to fill the cask ready for shipping when delivered to the buyer, he answered, He believed it was in the Leeward Islands, but that he did not know the practice in Jamaica. And being asked, Whether the commission of 5 per cent. as stated in the calculation, was usually given in Jamaica? he answered, It was in Jamaica, and in all the West-India islands; but that

1777,

that a man might, from his connections with any particular island, make a saving of a part of that charge. And being asked, Whether the premium of insurance at 13 guineas per cent. was the governing premium at the time the contract was made? he informed your committee, That the trade between the West-India islands and North-America being prohibited at that time, there could be no other data for the governing premium, except ships going from the West-Indies to North-America with rum for the army; that there was a policy of insurance for a considerable sum, made about that time, produced to the referees, on which they estimated the average premium as stated in their report; to the best of his recollection, the policy was in the names of Messieurs Dunlop and Wilson of London, from Antigua to Boston, at ten guineas per cent. which was afterwards, upon receiving accounts of the army's having removed from Boston, altered for New-York and head quarters, he thinks, to twelve guineas per cent. that he imagined the policy must have been dated about the same time that the contract was made; the alteration of the policy was in May 1776. And being asked, what was the premium of insurance from the West-India Islands to North-America in time of peace? he answered, From the Leeward Islands, from 2 to 3 per cent. according to the season of the year; and from Jamaica, he should imagine, from about 3 to 4 per cent. And being asked, Supposing that single policy of insurance of Mr. Dunlop's had not been laid before the referees, at what rate does he think they would have calculated the insurance upon this rum from Jamaica to North-America? he answered, That he should have estimated it in his own mind at about 8 or 9 per cent. because there was no considerable rise of premiums from the West-Indies to Great-Britain or Ireland for several months after, not till the months of July or August 1776; till which time, there was an order of council, prohibiting any merchant ships from carrying powder and arms, the premiums having only advanced from the peace price of 2 per cent. in the summer, to three guineas per cent. from the Leeward Islands to Great-Britain, and in the same proportion from Jamaica; but in consideration of the danger that might be upon the coast of America, from privateers cruising to intercept transports and other vessels bound for head quarters, he should not have estimated the premium from Jamaica to head quarters at less than 8 or 9 per cent. that the order of council was altered after several captures had taken place, upon the application of the merchants. And being asked, Whether, in the summer or autumn 1776, there were not a great number of West-India ships taken? he answered, Yes, not less than 100 sail of homeward-bound ships. And being asked, Whether the underwriters of West-India ships were not in general very great losers? he answered, They certainly were. He was then asked, Whether the event of an insurance proves the original risque in it? he answered, It certainly proves the actual risque; as to what the

risque might be estimated at the time of making an insurance, that must ever depend upon opinion; and in 1776, the lowness of the premiums from the West-Indies to Great-Britain and Ireland, which proved so inadequate to the losses, is a testimony of the general opinion, at the time those insurances were made, that there was little or no danger of captures from American privateers. And being asked, If there were two opinions, the one for a higher insurance, the other for a lower, did not the event corresponding with the higher justify such opinion? he answered, That it certainly did in one sense; that he, who estimated the premium higher than the majority of men of business, was justified in his opinion by the consequences; but in making insurances the premiums are not regulated by the opinion of any one man, but depend on the general opinion of the insurers. And being asked, Whether the rate of insurance upon a known trade in London does not soon find its level? he answered, In common times it certainly does, but in times of danger and alarm there is frequently great diversity of opinions, and it is some time before a medium of those opinions can be fixed. And being asked, Whether the policies of insurance were not generally underwritten by a considerable number of gentlemen? he answered, They were. Being further asked, Whether the underwriters did not generally go by apparent chances? he answered, Certainly the premium of insurance is calculated in proportion to the estimated risque, so as to leave a profit to the insurers, but they may be mistaken. And being asked, Whether he thought 7½d. per gallon, as stated in the calculation, for freight and primage, was a reasonable charge? he answered, He thought it was an ample allowance, upon a view of the circumstances of the times when the contract was made; in former times it would have been out of all rule. And being asked, Whether there was any particular reason for that charge being so high? he answered, There were several reasons; such as, There could be no back freight from America. The contractor might be under the necessity of hiring ships by the month, and of insuring such ships against the risque of the enemy, and of paying the freight notwithstanding the ships might not arrive, as is stated in the second report of the referees. And being asked, Whether he meant that the contractors were to hire ships here? he answered, The contractor might be under the necessity of hiring ships here, and they estimated the freight accordingly. And being asked, Whether he does not know, that upon passing the prohibitory act, great quantities of provisos were sent to Jamaica and other islands, and that the ships employed in that business, not having any chance of a back freight, would gladly engage to carry rum to North-America? he answered, That the fact did not come within his recollection; but supposing it to be so, those ships might have had freights of sugar and rum to Great-Britain. And being asked, Whether he did not know, that after a transport ship had landed her cargo of rum

in America, she could, by a licence from the commander in chief there, get a back freight, by carrying lumber to the islands? he answered, He apprehended that the commander in chief could not legally grant such a licence by the prohibitory act; and if he could, he imagined that there was little or no lumber to be had in those places in possession of his Majesty's troops. Being asked, What was the freight of rum from Jamaica to North America in time of peace? he answered, He apprehended about 1½d. or 2d. sterling per gallon; and in time of war double. And being asked, What information was laid before the referees respecting the 10s. sterling per puncheon allowed for agency in North America? he answered, That there was a letter from Mr. Payne to Mr. Long, in answer to a query on that head, informing him, that Mr. Blackburn (a contractor for rum from the Leeward Islands) said, that the agency he paid at New-York was 10s. sterling per puncheon, which was the only information that the referees had upon that head; they wished to be liberal on that as well as every other item. And being asked, Whether he thought 6s. 6d. sterling per puncheon, for landing charges, as stated in the calculation, was a reasonable charge; he said, He could only give the same answer as before, That it was a liberal allowance. And being further asked, Upon what grounds was the article of interest of money and charges in England, taken at 3 per cent. allowed? he answered, That Mr. Atkinson suggested to the referees, that there might be an outlay of money, but he did not recollect for what time; and that there were likewise fees of office; which induced the referees to make that allowance on the same liberal principle, without enquiring minutely what that outlay of money and fees might amount to. And being asked, Upon what grounds was the charge of leakage, as stated in the calculation, at 10 per cent. allowed? he answered, On the general practice in London, which is to allow of a leakage or wastage of 10 per cent. on a voyage from the West-Indies to Great-Britain; that there appeared, upon several papers laid before him, an average wastage of 8 to 10 per cent. on rum from Jamaica to London, and 10 per cent. is the stated allowance to the ship. And being asked, Whether the voyage from Jamaica to North America was as long as from Jamaica to London? he answered, The voyage from Jamaica to Great-Britain was, upon an average, eight weeks, and from Jamaica to New-York four and five weeks; that they made an allowance for the army being in motion, which might make it longer before the delivery. And being asked, Whether he did not think that the allowance for leakage should not, in some degree, be in proportion to the length of the voyage? he answered, It certainly should. And being asked, Whether the leakage was not greater from Jamaica to London, even than the length of the voyage would naturally make it, by the ships being but partly loaded with rum, and that rum not stowed in the hold, but placed between decks? he answered, He thinks

thinks it should not; that, on the contrary, he apprehended the leakage would be greater on that account, from the weight of the casks lying upon one another; in consideration of which, and that the rum might remain some considerable time on board of ship after its arrival in North America, they estimated the leakage at 10 per cent. And being asked, Upon what principle the first cost of rum, at 2s. 9d. currency, at Jamaica, was grounded? he answered, Upon the same principle of liberality. And being asked, Whether he thought it was a fair price between the contractor and the public? he answered, That the report of the referees was a mere estimate upon the most liberal principles. And being further asked, Whether there was any reason to believe, in May 1776, that rum in Jamaica would be higher or lower than any given number of years before? he answered, That there was a circumstance which made it probable rum would be lowered, the total prohibition of the exportation of rum and melasses to the revolted colonies, and the entire stop to the trade between the continent and the islands; but the referees did not choose, in their estimate, to speculate upon that circumstance, and therefore allowed the most liberal price, as if it had not existed. And being asked, Whether he knew, or has heard, what average price had been given for rum of the same quality, in Jamaica, any time before or after this contract was made? he answered, That the referees fixed on the price of 2s. 9d. as a liberal price, on a retrospect of former years, by which it appeared, that in particular times of the year 2s. 9d. had been given for rum of the quality and strength of that contracted for, and that it appeared to the referees, from the accounts of one plantation in Jamaica, that 2s. 9d. had been given for rum towards the latter part of the year 1776; and he added, That their report was a mere estimate, and they did not wish to enquire at what prices the contractor had made sub-contracts here, or purchased at in the island of Jamaica. And being asked, Whether the price of 2s. 9d. alluded to in his answer, was an average price of the year? he said, He should think it was higher than the average price. And being asked, Whether he had heard of any large purchases, made in the course of the year 1776, for rum of the same quality, at 2s. 6d. currency, or under? he said, That as his knowledge upon that head had arisen from his being one of the referees, he hoped he should be excused answering that question. And being further asked, Whether the referees were aware, that the liberality of the price allowed for the first cost of the rum, would swell the account very considerably, when they came to the end of the estimate, as all the subsequent calculations were made upon that, as the first *datum*? he answered, That they certainly were aware of that, as, though not all, yet several of the subsequent charges depended on the first cost being *ad valorem*, and must rise or fall accordingly. And being asked, Upon the most liberal allowance in the first cost, and every subsequent charge, does

not the price of rum, of the same quality, shipped at Jamaica, appear to be, in the estimate of the referees, 2s. 5d. twenty-two hundredth parts of a penny sterling, which calculation has a profit in the belly of it? he answered, It certainly does—it appears so by their estimate. And being further asked, If the shipping charges, in that estimate, were deducted, and the rum to be delivered only in Jamaica, would not the witness, or any other merchant in London, contract with government to deliver the same sort of rum at 2s. 2d. sterling? he answered, If the shipping charges merely were deducted, the price would be 2s. 4d. sixty-two hundredth parts of a penny, at which rate he apprehended government might contract, *communibus annis*, for rum of the same quality, deliverable in Jamaica. And being asked, Whether he, or any body else, would undertake such contract at 2s. 2d.? he answered, He should not choose to undertake it at all, because his connections with the island of Jamaica were so very few; but he conceived that others might undertake it at 2s. 4d. or 2s. 5d. that he rather thought 2s. 2d. would be a hazardous undertaking.

Your committee then examined Beeston Long, Esquire; who informed them, That he was a West-India merchant, and has been very conversant in the Jamaica trade for many years past. And being asked, If he recollected the average price of merchantable proof Jamaica rum in the year 1775? he answered, He did not; but he guessed, in the month of June and July, it was about 2s. 6d. currency, and towards the latter end of the year somewhat dearer. And being asked, Whether he apprehended that that price was higher or lower than of preceding years? he said, He did not recollect that there was any rise; that he thought 2s. 6d. was a general price. And being asked, Whether he meant that 2s. 6d. currency has been a pretty general price for rum bought in the best season of the year? he answered, That in most plantations he knew of, being in the south-side of the island, it had been generally the price; that the usual time of making great purchases of rum in general, in Jamaica, was from April to the sailing of the third fleet the end of July. And being asked, Whether he knew what was the average price of rum in Jamaica in 1776? he informed your committee, That he had looked into the accounts of the plantations under his own direction as executor and trustee, and the price was 2s. 6d. currency for much the greatest part of the crop; that a very small part was sold, at the end of the year, for 2s. 10½d. that he supposed the 2s. 6d. was the average price of the island, and is the governing price from April to July. And being asked, What was the general average price for rum, the latter end of the year, between the months of July and April? he answered, That depended entirely upon the demand and quantity. And being asked, What was the average price of rum in Jamaica, in the year 1777? he answered, That he did not recollect that it altered; he has not got his accounts home of that year, but

he had no reason to think that the price was higher. And being asked, Whether the prohibitory act contributed to raise or lower the price of rum in Jamaica! he answered, He was not quite certain whether it did operate on the price of rum in 1776. And being asked, Whether the rum contract made with Mr. Atkinson by the treasury was not referred to him and other gentlemen to consider and report upon? he answered, It was. And being asked, Upon what principle those referees stated the first cost of Jamaica rum at 2s. 9d. currency per gallon? he answered, They stated it so, because they thought it their duty to give a liberal price to the contractor, for the following reasons: The contract being made here in March; and before it got to Jamaica, great part of the crops might be disposed of; and they thought he might give rather more than 2s. 6d. upon such a contract coming out in the island; they likewise thought the contractor obliged to deliver the rum when demanded, at all times of the year; and that, upon the whole, after a long discussion, they fixed it at 2s. 9d. currency, as the fairest price on both sides. And being asked, Whether Mr. Atkinson's contract was read to the referees? he said, It was. And being asked, Whether he apprehended by that contract the contractor was obliged to furnish rum at all times of the year? he answered, As far as the quantity contracted for, but no further. Being asked, Whether they did not imagine that quantity was to be sent over to the army in America immediately? he answered, They apprehended he was to supply the whole quantity, and to replace any that might be taken. And he was then asked, Whether Mr. Atkinson had not time enough, after the 27th March 1776, to purchase not only the rum he contracted for in the island of Jamaica, but such other quantity as might replace any part taken by the enemy, before the end of the month of July, at the then average price of the island? he answered, Certainly; for he had two months to do it in. And being asked, Whether he had heard of any contracts made for rum in Jamaica, in 1776, at or under the price of 2s. 6d. currency? he answered, He knew of contracts at 2s. 6d. Mr. Atkinson himself said he had bought some at 2s. 6d. and that he heard by some gentlemen lately, that it had been purchased under. And being asked, What was the method of payment for rum purchased in Jamaica? he answered, Sometimes barter, sometimes bills, and sometimes cash. And being asked, What was the most usual method? he answered, He should think by bills on England, for a large quantity; the general tenor of those bills is 90 days after sight, and the exchange at 40 per cent. currency. And being asked, Whether it was not pretty usual for bills to be drawn at six months after date? he answered, Many bills are drawn at six months after date; he never accepts of any but at 90 days: other houses do even for years; but they generally bear interest at 6 per cent. after 90 days; they used to bear interest at 5 per cent.—that there may be bills drawn of a longer date; but he speaks

of what is common. And being asked, Upon what principle was it that the referees stated shipping charges at 5s. sterling per puncheon? he answered, That it included charges for boat hire, and shipping charges, cooperage, and all other incidental expences to the putting it on board, which came to a little more than one half-penny per gallon; and that the referees thought, that from the materials they had before them, it was a fair allowance. And being asked, Whether he ever recollected that even 5s. currency was ever charged as shipping charges upon a puncheon of rum before? he answered, He did not recollect. Being asked, Whether he recollected seeing any invoices with only 3s. 6d. currency for shipping charges of all kinds? he answered, He possibly might; and did not doubt but he had. And being asked, Whether it was usual to allow 2½ per cent. for leakage in the island of Jamaica? he answered, Not from the plantations, there was no such charge; but this allowance was upon a supposition that the rum might be brought from one part of the island to another, and might lie some time, which makes it liable to waste and pilferage. And being asked, Whether he ever knew that allowance to be made in any other case? he answered, He never saw it in any account, nor ever saw a contractor's estimate before this. And being asked, What he apprehended the nature of the reference was? he answered, To make a computation what the gallon of rum might cost the contractor, all charges included. And being further asked, Whether the referees imagined that, after such an investigation, they were to be liberal to either side? he answered, That they thought it their duty to put the full it might cost the contractor, that he should not say they had not made fair allowances; but that they did not mean to favour one side more than the other. And being asked, Upon what grounds was the insurance stated at 13 guineas? he answered, Upon some policies they saw at 10 guineas from the islands, about the time this contract was made; therefore they computed, that Mr. Atkinson might make an insurance from Jamaica at 2 guineas per cent. more, which is the usual rate above the other islands, which brought the rate at 12 guineas to the coast of America, except to Canada; and they understood one fourth was to go to Canada; therefore they added a guinea upon the whole, Canada being at 4 per cent. more than the other. And being asked, Whether there was any more than one policy laid before the referees? he answered, He was not sure whether it was one or two. And being asked, Whether there was any other besides that of Dunlop and Co.? he said, He did not recollect; that they saw one, and he thought Mr. Atkinson had two in his hand. And being asked, If he had not seen that policy, what would he have rated the insurance at? he said, He should have made more enquiry; he should have gone to Lloyd's coffee-house, and consulted the underwriters. Being asked, Whether the referees did in this case consult the underwriters? he answered, He did not know that they did; having seen this

this policy, they fixed the rate upon that single policy, not thinking the premium at 10 per cent. exorbitant. And being asked, What he apprehended was the average premium of insurance from Jamaica to North America in time of peace? he answered, It might be done at 3 per cent. in war time it was very high. And being asked, Whether he recollected what it was in the last war? he answered, He did not, but it was very high now. And being asked, What it was now with convoy? he answered, That they ought not to give more than 6 or 7 per cent. with a good convoy sailing directly from Jamaica to North America. And being further asked, Whether double that sum would not be a reasonable price for insurance without convoy? he answered, He was not sure that he could get it done without convoy, but that he thought it ought to be done at 14 per cent. insurances beyond that he looked upon as wagers. And being asked, What he apprehended was the price of freight and primage from Jamaica to North America, per gallon, in time of peace? he answered, Not above four-pence: that in time of war, he supposed they must hire vessels on purpose; and must probably come back empty. And being asked, Upon what grounds they rated it in their report at 7½d. per gallon? he answered, Because many circumstances conspired to make it greatly above the rate of freight in time of peace; such as the contractor being obliged to hire vessels on purpose, and those vessels to attend the commander in chief till he orders the rum to be landed, which will occasion great demurrage; and all expences of shipping charges were then encreasing, and are now much encreased. Upon which your committee read an invoice of 849 puncheons of Jamaica rum, in which they found an article of demurrage admitted, and afterwards paid by warrant, dated 16th October 1776, [which invoice is hereunto annexed in the Appendix, N^o 36.] And being asked, Upon what ground was the agency in America at 10s. sterling per puncheon allowed? he answered, They made enquiry, and found that it was either 1d. per gallon, or 10s. per puncheon: he believed that Mr. Blackburn, who had imported, stated it so; that they enquired of half a dozen people. And being asked, Whether any information was given upon that head, except by Mr. Blackburn? he answered, That he did not recollect. And being asked, Upon what grounds was the interest of money and charges in England, as stated at 3 per cent. allowed? he answered, They enquired of Mr. Atkinson, and he stated that he waited some time between the payment of the bills for the cost of the rum and the receipt of the money at the treasury upon certificates; and he said, there were some other charges, which upon the whole made it amount to about 3 per cent. the referees took it only from Mr. Atkinson's representations. And your committee read the King's warrant, dated 16th October 1776, [which is already annexed in the Appendix, N^o 19.] And being asked, Upon what ground leakage, as stated at 10 per cent. was allowed?

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he answered, That in that leakage was included all the leakage by detention, following the army, by the length of the voyage, going up with part of it to Canada; which they supposed to be equal upon the whole to a ship coming from Jamaica to London, when their common allowance is 10 per cent. And being asked, What was the average length of a voyage from Jamaica to London? he answered, two months, and from Jamaica to any one port in North America, one month; and he further said, That those ships were obliged to follow the army, and to deliver at such ports as the commander in chief should order. And being asked, Upon what authority he understood that the ships were under those orders? he answered, By the authority of Mr. Atkinson, who likewise complained that they did not land them so soon as they might have done. And being asked, What he would state the leakage at from Jamaica to North America, if the ships were not ordered to follow the army, and were liable to no particular demurrage? he answered, He should think 6 per cent. would be a fair allowance in the usual time of the year, to be delivered immediately on their arrival on the coast. And being asked, Whether the whole of this estimate was not liberal to the contractor, and whether it did not carry some profit in its belly? he answered, Upon the whole it certainly was, as they included every probable expence, and some which might possibly have been saved, and so they have reported. And being asked, What he imagined, upon the whole, would be a fair and reasonable price for a large quantity of merchantable rum, deliverable in cask at Jamaica, any time within these two years? he answered, He should think it might be bought by a contractor, who had six months notice, at 2s. 2d. sterling, casks and commission included; and he thinks he would then save 2d. per gallon by having so much notice. And being asked, If he meant he would make 2d. profit per gallon? he answered, He meant that this was the first cost upon the island, without any profit to the contractor; and this agrees with the former part of his evidence respecting the 2s. 6d. currency per gallon. And being asked, If he was to agree in March to make the like purchase of rum, instead of making the agreement in October, what would the price then be, cask and commission included? he answered, It might cost something more, perhaps 2d. per gallon. And being asked, Whether he had been applied to to be a referee, since that first reference on Mr. Atkinson's contract? he answered, He had: that Mr. Fuller had a reference upon a contract for rum, who said, He could not enter upon it, and desired the assistance of Mr. Neave and the witness; but they both declined it, assigning the reason that they were not proper judges what allowances should be made to contractors. And being asked, Whether he had ever been consulted (as a private merchant) by the treasury about the prices of Jamaica rum? he answered, He had, by a letter wrote to him by Mr. Robinson last winter, to enquire into the prices of rum and other articles

articles in the year 1767; that he found a Mr. Cuthbert, who had his books in England of that year, and who said he would inform the lords of the treasury respecting the said articles, if not falling within the knowledge of the witnesses; and that he has never been consulted at any other time. Your committee here think proper to refer to the deposition of Captain Cornell, of the Snow Peggy, relating to Mr. Burfoot, and also the stated account of the rum shipped on board the said ship, [which are hereunto annexed in the Appendix, N^o 37 and 38] and also to the extraordinary account of the army, of 1778, for the payment of Mr. Burfoot's demand for rum, [which is also annexed in the Appendix, N^o 39.]

Then Thomas Gowland, Esquire, being examined, informed your committee, That he was a West-India merchant, and has been conversant in the Jamaica trade ever since the year 1764, and that he was captain of a ship trading to Jamaica, from the year 1756. And being asked, What he apprehended to have been the average price of merchantable rum in Jamaica, in the currency of the country, in the year 1775? he answered, 2s. 6d. per gallon; that he had several invoices, but none higher, that was the general price; in 1776 and 1777, he apprehended it was the same. And being asked, Whether he did not apprehend that the prohibitory act in 1776 contributed to lower the price of rum? he said, He thought not. And being asked, What was the lowest price given in Jamaica for rum of proper proof, in 1776 and 1777? he said, He did not recollect that there was any for less than 2s. 6d. he saw no invoices for less. And being asked, What was the method of payment for rum bought by contract in Jamaica? he answered, Some with cash, some with bills of exchange, some to set off debts, and others for barter. And being asked, What was the usual tenor of those bills? he answered, Bills of exchange upon London are ninety days sight, with three days grace; he never saw any of longer date for the purchase of rum, that he remembered. And being asked, Whether he had not heard of rum being bought at Jamaica, payable in bills deliverable six months after the purchase, and then drawn at ninety days sight? he answered, He never knew or heard of it. And being asked, Whether he thought 2s. 6d. Jamaica currency per gallon, for rum delivered in the island, was a fair and equitable price? he answered, He did, and thought it so in 1775, 1776, and 1777. And being asked, What he thought ought to be the charge of cask per gallon in those years? he answered, That his invoices were 35s. currency, equal to 25s. sterling per puncheon. And being asked, What he imagined the shipping charges at Jamaica ought to be charged per puncheon? he answered, That would partly depend upon whether the ships were ready to receive them on board; that if the ships were not ready, there would be an expence of store hire, there would be also a waste of the rum; if the rum was brought on the wharf, and ready to be shipped, he apprehended that 1s. 3d.

currency per puncheon, would pay the expence of rolling to the crane and shipping off. And being asked, Whether it was not customary in Jamaica for the seller to deliver his cask full, and also to make no charge to the buyer for the fraction of a gallon? he answered, They are generally filled full; that they gauge them by the center of the bung to the lower of the neck each way; they add the two together, and take the medium; and then they strike off two gallons from that, by way of allowance to the purchaser. And being asked, Whether he ever remembered to have seen a report signed by four West-India merchants, upon a contract made by Mr. Atkinson in 1776? he answered, He saw it in a Morning Paper. And being asked, Whether he ever remembered to have seen in any other account a charge of leakage in the island at $2\frac{1}{2}$ per cent.? he answered, He never did, but that he partly answered it in a former question, saying, that if rum was put in a store, there certainly would be leakage. And being asked, What he apprehended would be the leakage of one month's storage of rum in the island of Jamaica? he said, He reckoned full two gallons per puncheon; upon an average, about 2 per cent. in a month; it wastes much faster in the island than in England, from the heat of the climate; that he thought the leakage of a second month's storage would not be much less; that he thought, in the space of twelve months, a puncheon would leak from 12 to 15 gallons. And being asked, Was it usual to pay 5 per cent. commission on rum in Jamaica? he answered, That he had been upon many arbitrations in Jamaica, where a charge has been made of 5 per cent. on goods, and that he has known rums bought, where no commission whatever had been charged, but that was matter of grace; that in matters of small concerns, of 200l. or 300l. or such like, it was usual to charge 5 per cent. commission. And being asked, What he thought of the insurance, as stated in the estimate at 13 guineas per cent.? he answered, That he believed that charge was taken from real facts, he meant from the premiums of insurance that were really given. And being asked, Whether he ever knew of 13 guineas being given? he answered, Only from report; that he could not state any policy whatsoever. And being asked, What he thought of freight and primage as stated at $7\frac{1}{2}$ d. per gallon? he answered, It was more than was paid at London by $1\frac{1}{2}$ d. And being asked, Whether he knew any reasons for its being so much higher? he answered, He knew no particular reason, excepting that the ships might go to more ports than one in North America. And being asked, What he apprehended to be a reasonable charge for leakage on rum shipped at Jamaica for North America? he answered, Eight gallons per hundred; ten gallons is allowed to London. And being asked, What was the average voyage from Jamaica to London? he answered, Nine weeks upon a medium. And being asked, What he thought of the charge of 4s. 0 $\frac{1}{2}$ d. sterling for a gallon of rum, as stated in the

the report of the referees? he answered, That he remembered, upon looking over the several articles, he thought it was a very liberal allowance. And being asked, If he was to deliver rum in the island of Jamaica at 4s. 4d. sterling per gallon, cask included, what does he imagine would be his profit in such an undertaking? he answered, That he had already mentioned the price of the rum, cask, wharfage, and store hire, and he apprehended the amount of all those together, deducted from the proposed price, the difference would be the profit, which, according to his calculations, was 2s. 2d. sterling per gallon; that he meant good merchantable rum; at which price he said he could deliver it at; he has charged nothing for leakage or commission. And being asked, Whether he included storage in this charge of 5s. currency per puncheon? he said, He did. And being asked, When he stated the price of rum at 2s. 6d. currency per gallon, did he understand it must be purchased at a certain time of the year? he answered, In crop time, and in the same year. And being asked, If he was to have an order given him to buy 100,000 gallons of rum in Jamaica, would he not charge a commission upon it? he said, He should. And being asked, Would he charge 5 per cent.? he answered, You would not let me. And being further asked, How much he would charge? he answered, He should not charge more than 2 per cent. an adequate charge.

Your committee then examined Thos. Brown, Esquire; who informed them, That he had served his apprenticeship at New-York, and while there, connections with the West-India; that he resided at New-York from the beginning of the year 1758 to the latter end of the year 1766. And being asked, Whether he imported rum from Jamaica, or any other of the West-India islands? he answered, He did from most of the West-India islands. And being asked, Whether he recollected the prime cost of rum imported from Jamaica in those years? he answered, To the best of his recollection, from 2s. 2d. to 2s. 6d. Jamaica currency, per gallon. And being asked, Whether he recollected the price of freight during the war? he answered, 40s. a puncheon at New-York, and that in time of peace 20s. New-York currency. And being asked, What was the rate of insurance in time of war? he answered, From 8 to 12 per cent. but that might vary from the appearance of danger from cruizers. And being asked, What was the rate of insurance in time of peace? he answered, About 2½ or 3 per cent. And being asked, What he apprehended to be a reasonable allowance for leakage of rum on such a voyage? he answered, That this question was put to him on a former occasion, and his answer then was 6 per cent. and since that, having consulted others, he has had no reason to alter his opinion. And being asked, What commission he allowed upon the purchase of rum; he answered, 5 per cent. upon the foot of the invoice. And being asked, Whether he was ever charged any thing for leakage in the island from whence it came? he said, He

never recollected such a charge. And being asked, What were the landing charges at New-York, independent of any duties? he answered, That there were no landing charges at all, the ships were obliged to land the puncheons upon the quay. And being asked, What other charges would follow? he answered, cartage 2s. New-York currency, per puncheon, and gauging; that he apprehended 2s. 6d. New-York currency, would pay all the expences of carting, gauging, and putting into the warehouse.

Your committee then examined Nathaniel Bayly, Esquire, a member of the House, who informed them, That he had some property in the island of Jamaica, having several estates there. And being asked, Whether he was well acquainted with the price of good merchantable proof rum in the island? he said, He was, having his accounts sent home annually by his attornies from his different estates there, and which accounts he has brought with him. And being asked, What was the price of the rum in 1766? he informed your committee, that at or about that time an act of assembly passed, to oblige attornies and agents of the estates of absentees to render an account of the produce on oath in the secretary's office of that island, to be recorded: he then stated from his accounts the price of rum in 1766, that it was all sold at 2s. 3d. till December, when a small part of it, about six puncheons, sold at 3s. in 1767 it all sold from 2s. to 2s. 3d. except one puncheon at 2s. 6d. in 1768 it was sold at 2s. 6d. from the 4th of June to the 31st December, and then a small part was sold at 3s. 1d. in 1769 it was sold at 2s. 4d. the 3d of April, at 2s. 6d. the 8th of April, at 2s. 9d. the 12th of April, then it fell to 2s. 6d. and in December it sold at 3s. in 1770 it began to sell at 2s. 4d. the 1st of June at 2s. 8d. the 25th of July at 3s. the 29th September at 2s. 9d. and 3s. in December; in 1771 it began at 2s. 6d. the 3d of May, and continued so till 31st August, when it rose to 2s. 9d. and so continued the whole season; in 1772 it began in April at 2s. 6d. and continued to till the 4th of December, when it rose to 2s. 10d. and in the same month fell to 2s. 6d. in 1773 it began the 1st of March at 2s. 6d. and continued so till June, when it rose to 2s. 9d. and in December to 2s. 10d. in 1774 it began the 17th of May at 2s. 6d. and continued so the whole season, which was till the 22d July, when the whole was sold; in 1775 it began the 10th of May at 2s. 6d. and continued so till December, when it rose to 2s. 9d. and that was only 4 puncheons out of 59, the first part of the month was sold at 2s. 6d. in 1776 it began the 16th of May at 2s. 9d. in June it fell to 2s. 6d. in July it rose to 2s. 9d. and so continued till October, and in November and December it rose to 3s. He further informed your committee, that his accounts for 1777 were not yet come home, and that he had other considerable plantations, but the accounts of which did not contain the particular prices of the rum. And being asked, Whether he thought he could supply government with a large quantity

tity of merchantable proof Jamaica rum, delivered in casks at a port in the island at 2s. 2d. sterling per gallon? he answered, That he should be very glad to undertake to deliver any quantity at that price, and he thought it would be a very profitable contract; the larger the quantity the more he should like the contract. And being asked, Whether he thought he could have executed such a contract with advantage to himself in 1776 and 1777? he said, He most certainly could; although his accounts for 1777 are not come home, he is informed by his attornies, and many others, that the price was not higher than it was in the other years. And being asked, Whether he had heard of any rum bought for the service of government in 1776, at 2s. 4d. Jamaica currency, per gallon? he answered, That he had been told by several gentlemen, that they sold rum to a Mr. Scott, the agent of Messrs. Mure and Atkinson, for 2s. 4d. and that it was a part of the rum intended to complete the contract which they had for North America; and he further added, that this information was given him by Mr. William White in particular, whose attorney sold it to Mr. Scott from Mr. White's own estate, and he has heard it from some other persons; that the witness has been likewise informed, that the said contractors bought some for the same purpose at 2s. per gallon currency, but he cannot speak with such certainty to that fact as he did of the former, speaking only from information; that he has heard it was bought between 2s. and 2s. 9d. but never exceeded 2s. 9d. And being asked, What quantity might they buy at 2s.? he said, He never heard; but he heard they bought a great quantity at 2s. 4d. And being asked, Whether any part of that rum which he sold from his estates was over proof? he answered, He believed most part of it. And being further asked, Whether he had any reason to suppose that the rum which he sold from his estates was weaker than the rum sent over to him in England? he answered, He thought it must have been entirely of the same quality and goodness. And being asked, Whether he has been charged by the excise, for the rum sent over to him here, for its being over proof? he said, He apprehended he had no rum that came over but what a great part of it was charged as being over proof.

Then your committee examined Mr. John Peatt; who informed them, That he was a West-India merchant, and had been in that business about sixteen or seventeen years; that he was in Jamaica in 1776, and purchased several puncheons of rum; and knew of a great many other purchases of rum at that time. And being asked, Whether he knew that Messieurs Mure and Company purchased rum at that time? he answered, Yes; he heard that their agents purchased for them. And being asked, What price he gave for rum at that time? he answered, That he allowed 2s. 6d. Jamaica currency, in payment; that the price of the greatest part of what he bought at that time was at 2s. 6d. And being asked, What he meant

meant by "in payment?" he answered, In payment of goods sold the year before. And being asked, If he could have bought any quantity of rum at 2s. 4d. upon bills in London? he answered, He believed he could have bought 200 or 300 puncheons on bills in London at 60 days sight; that he thought he might have bought all the rum in the island at 2s. 6d. And being asked, Whether he knew of any quantity of rum being bought in the island at that time at 2s. 4d.? he answered, Not any very great quantity; for the gentlemen stuck out for the Kingston price, which was 2s. 6d. the north side price being (generally speaking) from about 2d. to 3d. a gallon cheaper than the Kingston price, which is owing to drogueridge, and the hazard of bringing it round the island; that he purchased from 35 to 40 puncheons for money at 2s. 4d. And being asked, Whether he recollected the tenor of the bills for the payment of rum which he bought in the islands? he answered, They were chiefly at 90 days sight; that he had taken bills at 120 days, where he thought them extremely good. And being asked, Whether he had not heard of many bills being taken at 120 days, or even a longer date? he answered, Not for payment of rum. And being asked, Whether the rum he bought at 2s. 4d. was merchantable and proof rum? he answered, Yes; it would sink oil; and that there was no objection made to it here. And being asked, What he apprehended to be the usual shipping charges of rum in Jamaica? he answered, That the planter always sends the goods down to the shipping place (which is called *The Barcadere*) and four bits, which is 2s. 6d. currency, is the wharfage charge; that he knew of no other charge, as the ships receive them on board in their own boats: that he paid, for the puncheons which he bought in 1776, 35s. currency per puncheon; that he understands they are now at 50s. And being asked, Whether the seller of the rum in Jamaica always delivers the cask full? he answered, Not always; that the method of proceeding was, the cask was gauged, and the buyer had always an allowance of 2 per cent. And being asked, What he apprehended he could now deliver in Jamaica good merchantable proof rum for, per gallon sterling, the cask only included? he said, He could deliver it very well at 2s. 2d. or 2s. 3d. sterling; that if he was a planter he could very well afford it at that price. And being asked, At what price did he apprehend such rum could have been delivered at in 1776? he answered, That he believed it might have been delivered at that price in 1776 better than now, because casks were then cheaper by 1d. per gallon. And being asked, Whether he could have delivered it at that price in 1777? he answered, Yes. And being asked, When he apprehended the rise on casks took place? he answered, In 1777. And being asked, What he apprehended would have been the amount of the charges on rum carried from Jamaica to North America, in the year 1776? he answered, That he thought the freight from Jamaica could not have

have been above 4d. per gallon sterling, the charge being only 6d. per gallon to England; all the rum that was shipped to him in that year stood him in no more for freight. And being asked, with respect to the shipping charges and the prices of rum stated by him, Whether he spoke from general information, or from his own invoices? he answered, From his own invoices and bills of lading. And being asked, Whether he thought there was more danger in carrying rum to North America than to England during that time? he answered, Certainly not; the voyage to New-York requires but half the time; and in coming through the gulph for England, they traverse a great part along the coast of America. And being asked, What he apprehended to be a reasonable allowance for leakage of rum going from Jamaica to North America? he answered, 8 per cent. which is the greatest allowance; but that depended upon the length of the voyage. And being asked, When he spoke of the 2s. 6d. per gallon, at which he mentioned he might have purchased the whole rum in the island, whether he spoke of any particular time? he answered, He spoke of the height of the crop in May or June. And being asked, Whether the price of rum after that season increased? he answered, That it generally grew dearer about Christmas, from 3d. to 4d. per gallon; that sometimes it got up to 6d. And being asked, Whether he knew, in the course of his trade, what the price of merchantable proof Jamaica rum bought at the mast, in 1777, was in London? he answered, That he was in England in 1777, and sold a vast quantity at the mast, in September or October, at 2s. 7d. per gallon sterling; and a very little while ago, in 1778, he sold it at 3s. 6d. And being asked, What he could sell it for now at the mast? he answered, The best rum was now worth 3s. 8d. he meant fine overproof rum; the common proof rum was from 3s. 4d. to 3s. 6d. sterling. And being asked, If good merchantable Jamaica rum could be sold here at 3s. 6d. sterling, whether he thought it could be sold at the same price at the mast in North America? he answered, Yes, certainly. And being asked, When rum was sold, in September and October last, so low as 2s. 7d. was it not owing to a very large importation? he answered, It was owing to the arrival of a large fleet; but he had often known it lower. And being asked, If rum could be sold here at the mast at 2s. 7d. could it not have been sold at the same price in North America? he answered, It could, under the same circumstances, upon the arrival of a large fleet. And being asked, Whether the charges were greater in carrying rum from Jamaica to North America, than from Jamaica to England? he answered, Certainly not; that he would rather undertake the voyage to America than to England, it being shorter, even if he paid 3 or 4 per cent. higher insurance.

Then Mr. William Vaughan, who is in the West-India trade, being examined, was asked, Whether he knew what price rum

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was bought at in Jamaica in 1776? he answered, That the general price was 2s. 6d. currency, but that he had heard of some bought at 2s. 4d. And being asked, Whether he had any reason to believe that the rum bought at 2s. 4d. was purchased for the service of government? he answered, That it was very currently said so by many people who were conversant in it, and who had been in Jamaica; it was the common course of conversation. And he was further asked, Whether he knew in what manner payments were made for the rum so purchased? he answered, Bills were remitted to England; and their correspondents have sold rum there at 2s. 4d. currency. And being asked, What was the tenor of those bills? he answered, That they had a good many bills remitted to them last year at three, six, and eight months; it is expressed on the bills, "Rum, &c."—The bills were drawn by Mure and Scott, upon the house here of Messrs. Mure and Company. And being asked, Whether he was in possession of those bills now? he answered, That the bills were paid, and believed that he might have duplicates of them, but he has none about him. And being asked, Whether he spoke from memory, or had he seen the duplicates of those bills lately? he answered, He thought he could speak with certainty, that he had seen some of them lately. And being asked, Whether he apprehended that Messrs. Mure and Scott were agents in Jamaica for the house of Messrs. Mure and Atkinson in London? he answered, Yes.

Mr. William Knowlys being examined, said, He was a cooper and broker, acquainted with the West-India trade, and with the different prices of rum imported from thence. And being asked, What price the Barbadoes rum generally bore at the maff in England? he answered, From 1s. 6d. to 2s. 3d. sterling; it must be very good to be worth 2s. 3d. it being worse than from the other islands, lower in proof: that there is a very small importation of it; the quality is so low, that in 1775 there was none in London. And being asked, What price it bore in April or May 1776? he said, He thought from 20d. to 2s. 2d. there was a mere trifle imported in 1777. And being asked, What difference there was in the price of Barbadoes rum and Barbadoes spirit? he answered, That Barbadoes spirit was imported merely for private gentlemen's use, and was sold at 4s. 5s. and 6s. per gallon. And being asked, What was the general price at the maff in England of Antigua rum? he answered, From 2s. 6d. to 3s. 3d. Being asked, What price it bore in autumn 1775? he said, That the importation of Antigua rum here has been very small for some years, it being mostly sent to Ireland and America. And being asked, What price did it bear in autumn 1776? he answered, It was then cheaper than ordinary, from 2s. to 2s. 9d.—in autumn 1777, from 2s. to 2s. 8d. And being asked, What price did the rum of Montserrat in general bear at the maff in England? he said, From 2s. to 2s. 9d. but that very little of that rum is imported. And being asked, What

What price the rum from Nevis generally bore at the maff in England? he answered, There was very little imported; the price was from 1s. 6d. to 2s. 2d. it being of a very inferior quality. And being asked, Whether there was much rum imported from St. Christopher's? he answered, A very small quantity; the price was from 1s. 9d. to 2s. And being asked, What quantity was imported from Grenada into England? he answered, A very large quantity, next to Jamaica. And being asked, What price it bore at the maff? he said, The average price was from 2s. 3d. to 2s. 9d. and 3s. that he did not recollect what price it bore in autumn 1775; but in the autumn 1776, it bore from 2s. 3d. to 3s. in spring 1777, it bore from 5s. to 6s. it was the rum of the year before, and that price lasted only a month. And being asked, What price did it bear last autumn? he answered, From 2s. 3d. to 3s. And being asked, Whether he looked upon the rum from Grenada better than that from Antigua? he answered, The flavour is not so good, but so much stronger, that it makes it bear a higher price; when the Antigua and Grenada are of an equal strength, then the Antigua bears a higher price on account of its flavour. And being asked, Whether there was any considerable importation of rum from Tobago? he answered, No; very small, not more than 2 or 300 puncheons a year. And being asked, What price did it generally bear at the maff in England; he answered, From 1s. 6d. to 2s. 3d. And being asked, Whether there was any considerable importation of rum from Dominique? he answered, Very little, and bore the same price as the last. And being asked, Whether there was any considerable importation from the Island of St. Vincent? he answered, Very small. And being asked, What price did it generally bear at the maff here? he said, From 1s. 6d. to 2s. 3d. seldom 2s. 6d. it must be very good for that. And being asked, What was the general price of Jamaica rum at the maff in England? he answered, From 2s. 6d. to 4s. He does not recollect what price it bore in autumn 1775; in autumn 1776, the average price was 3s. in autumn 1777, from 2s. 6d. to 3s. 6d. And being asked, What price did it bear in spring 1776? he said, He did not know: in spring 1777, it bore from 5s. to 6s. that he meant by that, rum of the preceding year; it lasted at that price a month or six weeks only, and that was owing to a very large quantity wanted by the victualling office. And being asked, Whether there was a greater quantity of the higher price rum fold than the lower? he answered, The quantity of the inferior was the largest. And being asked, If he could inform the committee of the different methods of ascertaining the different degrees of proofs of the several rums? he answered, It was done by the hydrometer. And being asked, Whether Jamaica rum was the strongest of all? he said, In general it was, but that there was some Grenada rum as strong, particularly in two or three estates in Jamaica, of Messieurs Mure and Atkinson's, which made it so

strong as to bear thirty-three gallons of water to one hundred gallons of rum, to bring it to the hydrometer proof; and the witness added, that its great strength arose from the method of distilling it. And being further asked, Whether there was any considerable quantity of the Grenada rum as strong as the Jamaica proof? he answered, That he thought two thirds of the importation was as strong as the Jamaica proof. And being asked, What were the next rums in point of strength? he answered, He thought Montserrat and Antigua, which were much of the same quality; the next St. Kitt's; the next Tobago; the next St. Vincent's and Dominique, much of the same quality; and the next were Nevis and Barbadoes, which were the lowest of all; but that Barbadoes was lower than Nevis.

Mr. James Bradshaw was next examined; who informed your committee, That he was a sugar broker, in London, and acquainted with the trade, particularly from Jamaica, and also a small quantity from the Grenades. And being asked, What price the rum from the Grenades generally bore at the masts here? he answered, From 2s. 4d. to 2s. 6d. he did not recollect what price it bore in autumn 1775, nor spring 1776, having sold so small a quantity of that species of rum. And being asked, What was the general average price of Jamaica rum here at the masts? he answered, About 3s. sterling; he did not recollect what it was in autumn 1775; in spring 1776 it was from 2s. 6d. to 3s. 6d. in autumn 1776, he believed there was no material alteration. And being asked, What was the price of it at the masts, in spring 1777? he answered, That if that was the time of making the victualling contract, it advanced to 6s. per Gallon, but on the arrival of the fleet, about the beginning of June, it fell to the usual price: that the witness himself sold ten puncheons of Grenada rum, in February 1776, at 5s. 3d. per gallon. And being asked, Whether he was much acquainted with the strength of Grenada rum? he answered, He had seen very strong Grenada rum? but not so strong as that of Jamaica.

Then Mr. James Tyers being examined, informed your committee he was a broker, and sold a good deal of rum by commission; chiefly sold that from Jamaica, very little else. And being asked what was the average price of Jamaica rum in general, at the masts, in England? he answered, It differed much as to the quality, with respect to the strength and cleanness of the flavour. And being asked, Whether he recollected the average price of merchantable Jamaica rum in general, at the masts, in England, from the month of May 1774, to the month of May 1778, in sterling money; he stated to your committee the following average prices, which he had taken from his own accounts:

In

	s.	d.		s.	d.
In May 1774	2	5	per gall.	November 1774	2 3 $\frac{1}{2}$
June	2	9		December	2 9
July	2	8 $\frac{1}{2}$		January 1775	2 9 $\frac{1}{2}$
August	2	5 $\frac{1}{2}$		February	2 10
September	2	4		March	2 7 $\frac{1}{2}$
October	2	5 $\frac{1}{2}$		April	2 7 $\frac{1}{2}$
Average price from May 1774 to May 1775, 2s. 7d.					

	s.	d.		s.	d.
May 1775	2	10 $\frac{1}{2}$		November 1775	2 3 $\frac{1}{2}$
June	2	8 $\frac{1}{2}$		December	None.
July	2	8 $\frac{1}{2}$		January 1776	3 5 $\frac{1}{2}$
August	2	7 $\frac{1}{2}$		February	4 0
September	2	7 $\frac{1}{2}$		March	4 3
October	2	6 $\frac{1}{2}$		April	None.
Average price from May 1775 to May 1776, 3s.					

	s.	d.		s.	d.
In May 1776	4	4 $\frac{1}{2}$		November 1776	2 9
June	2	9		December	3 0
July	2	9		January 1777	2 6
August	2	4 $\frac{1}{2}$		February	2 11 $\frac{1}{2}$
September	2	2 $\frac{1}{2}$		March	2 10
October	2	4 $\frac{1}{2}$		April	3 2 $\frac{1}{2}$
Average from May 1776 to May 1777, 2s. 10d.					

	s.	d.		s.	d.
May 1777	None.		November 1777	3 1	
June	None.		December	None.	
July	2	6	January 1778	None.	
August	2	6	February	2 0 $\frac{1}{2}$	
September	2	7	March	None.	
October	3	3 $\frac{1}{2}$	April	3 2 $\frac{1}{2}$	
Average from May 1777 to May 1778, 2s. 10 $\frac{1}{2}$ d.					

Your committee then examined Lewis Cuthbert, Esquire; who informed them, that he had resided in Jamaica ever since the year 1760, to the 24th of July last; that he had been several times in England and North-America during that time; but his chief residence was in Jamaica. And being asked, in what capacity he resided in Jamaica? he answered, he was concerned as attorney or agent to several plantations, from 1760 to 1772; and from 1774 to the time of his leaving Jamaica, he was chiefly as a planter for himself, and was agent for several gentlemen residing in England. And being asked, Whether he was acquainted with the price of freight of rum from Jamaica to North-America in time of peace, before these disputes arose with America? he answered, He was, having shipped large quantities of stores from Jamaica to different parts of the continent; that the freight of rum from Jamaica to North-America varied, according to circumstances; for the freight from Jamaica to

North-America was not an object to the ships employed in that trade, as the freight they made in that voyage was considered to be made on the cargo, and that the ships generally returned in ballast to America. And being asked, Whether he did not apprehend they were glad to carry any thing back to America with very low freight? He answered, in general they were; that he thought the freight from Jamaica to America was about 25s. Jamaica currency per puncheon. And being asked, Whether, in the beginning of 1776, there were not particular circumstances, with regard to the situation of the North-America and West-India trade, which must naturally be supposed to make that freight higher? he answered, certainly; for the usual regular trade was entirely at an end. And being asked, How then was the carriage of rum obliged to be managed? he answered, by hiring ships for the purpose. And being asked, Whether these ships generally went in ballast to Jamaica? he said, The usual trading ships from London carried very little freight out in their trade to Jamaica. And being further asked, Whether those ships, after having delivered their cargo in America in 1776, could have returned any other way than in ballast? he answered, He apprehended not, either to England or Jamaica; the only lumber which came to Jamaica was from the Mississippi, except some very trifling parcels from Halifax. And being asked, Whether those circumstances, of the ships going and coming in ballast, must not considerably enhance the price of freight? he answered, Yes. And being asked, Whether he had seen the report of the West-India merchants on Mr. Atkinson's rum contract? he said, He had, in the news-papers. And being then asked, Whether, considering the circumstances of the intercourse between the West-Indies and North-America, and the trade from the West-Indies to London, in 1776, he thought the freight and primage of rum from Jamaica to America could be reasonably set lower than 7½ d. per gallon? he answered, He thought it was not too much, all circumstances considered. And being asked, Whether he knew the prices of rum in Jamaica, in the years 1759, 1760, 1761, and 1762, which was a period when there was a demand for the supply of the army and navy? he answered, That the end of the year 1759, from October to December, the agent victuallers for the navy purchased a large quantity of rum as high as 5s. Jamaica currency per gallon; in 1760, the witness himself sold, for the plantations in which he was concerned as an agent, a large quantity; that he remembered the price broke in March at 3s. and rose in May to 3s. 9d. and afterwards rose to 4s. 4½ d. before the 1st of August, and in the end of the year the Witness sold some to the agent victuallers as high as 5s. in 1761, the prices were pretty nearly the same, as to the several times of the years before mentioned; in the latter end of 1761, and beginning of 1762, the expedition to the Havannah occasioned a considerable rise in the price of rum; at that early season of the year, when rums were always cheapest, it

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was then worth 4s. and 4s. 4¹/₂ d. but he spoke this from memory; that he thought the average price in the early season of the year, in time of peace, to be 2s. 6d. and in time of war, 3s. at Kingston; that it was sometimes purchased at the out-ports cheaper, but very seldom. And being asked, Whether he conceived that any orders, sent out in consequence of a contract made the 27th of March 1777, could have been executed in Jamaica by purchases from the chief port of the island? he answered, it could not, because rum rose in May 1776 to 2s. 9d. and he apprehended, that the order of the 27th March could not have reached Jamaica, to have taken effect, before the 22d May; that he examined yesterday some duplicate accounts he had for gentlemen proprietors here, for 1776, and he found rum to have sold in that year, in March and April, at 2s. 6d. in May at 2s. 9d. that early in June it rose to 3s. and in the beginning of July it fell to 2s. 10¹/₂ d. at which price it continued till October, when the Witness sold some as high as 3s. 1¹/₂ d. and that in any rum that he sold, he found none beyond that price in that year. And being asked, Whether there was any difference in the times of the crops being shipped off? he answered, That in the western part of the island the crops were early, and that very little rum was left un-^{old} or unshipped after the 26th July; that in the north side, in the parishes of Saint Ann's, Saint Mary, Saint George, and Portland, the crops were much later. And being asked, Whether any considerable part of the crops in the western part of the island was shipped off before the 22d May, he answered, That in peaceable times there was a very great proportion; he should suppose near one half. In 1776 it certainly was the case. And being asked, Whether he knew the current price of merchantable rum for sale in Jamaica, and what difference there might be between that and the rum intended for the London market? he answered, That he did not know any difference in the quality of the rum brought to market in Jamaica; but that the gentlemen planters, who ship rum on their own particular account for England, commonly give it a much better quality than to the common sale rum; which, to increase the quantity, they make as bare as they can. And being asked, Whether it was this last kind of rum that he has been giving the prices of? he answered, It was; and that he meant by bare, "bare proof." And being asked, What was the current price of puncheons in time of peace? he answered, 30s. currency, at Kingston; and he believed in the out-ports 35s. And being further asked, What it might have risen to per puncheon since the interruption of the American trade? he answered, That in 1776 they sold from 40 to 45s. and in 1777, rose to 50s. And being asked, Whether he thought 3d. sterling per gallon for cask was a high or low charge? he answered, It was certainly not a high allowance. And being asked, What was the common wharfage allowance when a ship was loaded in the island, the rum being shipped by the ship's own boats? he answered,

ed, At Kingston, 1s. 3d. currency per puncheon; in the out-ports, in some places, 1s. 10½d. and in others, as high as 2s. 6d. but he added, that the rate of wharfage was settled by a law in Jamaica at 1s. 3d. all over the island, and when they were allowed more than that, it was by agreement among the merchants, without which, there would be a penalty; that the purchaser generally paid the wharfage: The planters puncheons were seldom fit for shipping, therefore they were generally started into other puncheons. And being asked, If there was a large quantity of rum to be shipped, could it be done by the ship's boats? he answered, If the ships were properly supplied with craft it might. And being asked, Whether the ships were so provided as to answer the quick shipping of a large quantity? he answered, That in peaceable times the freight of rum was a very desirable freight to the ships employed in the trade generally; and therefore, if they had not craft enough of their own, they generally hired craft at their own expence to bring the rum from the several barcadeers on board the ships. And being asked, Whether he thought the rum in 1776 could have been shipped so cheap, taking all the circumstances together, as in peaceable times? he answered, That till August 1776 there were very few American privateers in our seas, so as to endanger the bringing the rum in small craft any distance; and he did not think any extraordinary expence could have been incurred before that time; but that now it was very different, as there were a number of small armed American vessels that had greatly annoyed the trade. And being asked, Whether he thought 5s. sterling shipping charges per puncheon was a reasonable allowance? he said, That in order to answer that question, he should know the bargain made by the contractors with the ships employed in this trade; if those ships were not sufficiently supplied with craft, and that the contractors were obliged to be at the whole expence of bringing the rum from the different barcadeers on board those vessels, he should think 5s. sterling an ample allowance. And being asked, Whether he did not think, if the contractor was to be at the expence of shipping the rum himself, that in that case his agreement for freight would have been lower than if the ships masters themselves were to have loaden the rum with their own boats? he answered, That as the craft made use of by ships in the West-India trade for shipping the cargoes was an article of considerable expence, he should think regard would be had to that circumstance in any bargain made. And being asked, Whether he thought that the lowering of freight from that circumstance would be enough to counterbalance the natural encrease of it, from the ship making two voyages in ballast, instead of the freight of rum being only a back carriage, as in times of peace? he answered, Certainly it would not; that the 7½d. per gallon, as allowed for freight from Jamaica to America, by the report of the referees, would be infinitely too much, if regard was not to be had to the particular circumstances

circumstances of the case. Then the Witness was asked, having said that the usual course of trade from Jamaica was for the ships to go out two-thirds in ballast, whether he had any reason to conclude, that such course of trade was altered in 1776, and that the ships went out full laden from England? he answered, He had not. And being asked, Whether, in 1776, various commodities were not sent from England, which used to be had from America? he said, In 1776 very little; but in 1777 a great deal; consisting of a good deal of provisions, some lumber, and lamp oil. And being further asked, when he said that rum was at 2s. 9d. in May; 3s. in June; 2s. 10½d. in July; and 3s. 1½d. in October, did the Witness speak only of rum which he sold himself? he answered, He did. And being asked, where it was sold? he answered, at Kingston, Old Harbour, and Morant-Bay, but mostly at Kingston. Being further asked, Whether he sold his rum at either of those places better than other people? he said, He apprehended not; that it sold higher at Kingston than at the other places, by 1d. 2d. and sometimes 3d. per gallon. And being asked, Whether he recollected at which of the places he sold the greatest quantities? he answered, at one plantation, out of 120 puncheons, he sold 18 at 2s. 6d. 32 at 2s. 9d. 14 at 3s. and all the rest at 2s. 10½d. and he added, that the whole of this rum was sold by the 1st of August. And he was asked, Whether one of the reasons for selling it higher at Kingston was not on account of the expence of drogueridge? he answered, It was. And being asked, Whether he heard of any rum being sold that year in the island at 2s. 6d. currency? he answered, yes; he sold some so himself; that in the month of March and April it was all sold at 2s. 6d. And being asked, Whether there was any rum to be had from the out-ports, in and after the month of June in that year? he answered, There was a good deal left unshipped at that time. And being asked, Whether it did not rise in proportion to the Kingston market? he answered, yes. And being asked, What price it sold for at the ports at that time? he answered, from 2s. 9d. to 3s. but rather more at 2s. 9d. than 3s. And being asked, Whether he ever heard of any rum in 1776 being sold under 2s. 6d.? he answered, He did not recollect. And being asked, Whether he apprehended the allowance of 2½ per cent leakage, before shipping, to be a high or low one? he answered, That he was not of his own knowledge sufficiently acquainted with every circumstance attending the purchase and sale of rum in Jamaica, by the contractors, to determine that question. And being asked, What was the established rate of commission in the island for the purchase of rum? he answered, 5 per cent. currency; that he had purchased vast quantities himself, and never charged less, nor ever heard of any charged less, by persons of established business. And being asked, Whether he had ever known less taken than 5 per cent. and in what cases? he answered, That he had heard that supercargoes from Bristol and Liver-

pool had charged no more than $2\frac{1}{2}$ per cent. upon their sales, and $2\frac{1}{2}$ per cent. on their purchases; but these supercargoes were in general the masters of the ships. And being further asked, Whether these captains of ships made purchases in any degree of comparison for quantity to the purchases made by the established agents resident in the island? he said, He apprehended they did not. And being asked, Whether, when the rum was exported from Jamaica on the planter's own account, and consigned to him or his correspondent in England, were the prices marked in the invoice a good rule whereby to judge of the price of rum, and of other charges attending thereon, at the time of such exportation? he answered, That it had been an invariable custom with him, in the management of the estates entrusted to his care in Jamaica, to invoice the sugar and rum exported from those estates for the owners accounts, at a certain stated price, always lower than what was deemed to be the market price of those articles at Jamaica, because the commission paid to the agents in Jamaica, for conducting plantations, was by law 6 per cent. on the gross produce of such estate, and the price of that produce was always according to the invoices; that it had often happened that he had invoiced rum at 2s. 6d. for the proprietor, when the sale price at Kingston had been 3s. And being asked, Whether the like method was followed by other agents? he answered, He knew many that did. And being asked, Whether, supposing the rum to be shipped at different places, and at different times, he thought $2\frac{1}{2}$ per cent. would be a common allowance for leakage? he answered, If the rum remained one month upon the island after purchase, and if it was started from the planter's cask into a cask to be provided by the purchaser, and was to be conveyed from several barcadeers at any distance from the ship, he thought $2\frac{1}{2}$ per cent. allowance was not too much. And being asked, Whether, upon the purchase of so large a quantity as 2 or 300,000 gallons, must not that be the case? he answered, Probably it would.

George Ogilvie, Esquire, being then examined, said, That he had resided in Jamaica upwards of 20 years, and left it the latter end of 1777; that he had some estates there, and resided on his estate in 1776. And being asked, Whether he sold any rum in that year? he answered, That he sold most of his crop, the greatest part of which was sold after the month of July; and he added, that his estate was at St. Mary's, in the north part of the island, where the crops were late. And being asked, At what price he sold the rum? he answered, That the beginning of the crops, about the months of May and June, he sold a few puncheons at 2s. $7\frac{1}{2}$ d. currency; after that, about the latter end of June, it began to sell at 2s. 9d. and the puncheons sold at 40s. the whole year, in that part of the country, and he did not hear they were cheaper any where else. And being asked, Whether that was a general price, or did he sell it particularly well? he answered, That the gentlemen in his neighbourhood,

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bourhood, with whom he was intimately acquainted, said they sold it at the same price. And being asked, Whether he sold any to Messrs. Mure and Atkinson, or their agents? he answered, He sold the greater part of his crop, upwards of 50 puncheons, at 2s. 9d. and 40s. the puncheon, to their agents. And being asked, In what manner Messrs. Mure and Atkinson paid for this rum; he answered, They paid him in money. And being asked, What was the common rate of wharfage in time of peace? he answered, 2s. 6d. currency per puncheon. And being asked, Whether there was any particular circumstances, in the summer 1776, that would make wharfage higher? he answered, Not that he knew of—he never paid more or less. And being asked, If a large quantity was to be shipped at once, would that make the wharfage dearer? he said, He did not apprehend it would. And being asked, Whether he thought 2½ per cent. leakage in the island was a reasonable allowance? he answered, If the rum laid long in store, he should think it was, it would lose that in a week or a fortnight; the planter gives two gallons per cent. but it would lose that besides. And being asked, Whether he ever saw 2½ per cent. as an article in an invoice for island leakage? he said, He did not recollect that he did. And being asked, Whether they did not in general sell it on condition of delivering it at the bay full? he answered, Yes, and if there was any leakage before they delivered it, they filled it up; the leakage was at the loss of the planter, before it was delivered to the purchaser. And being asked, When he sold this rum to Mr. Atkinson's agents, where was he to deliver it at? he answered, At Porta Maria Bay; the greatest part of it, after being sold, remained two or three months in store before it could be shipped; he knew this of his own knowledge. And being asked, Were there no ships to be had at that time to take it on board? he answered, Not on the north side of the island: that he heard there were some at Kingston, and some at the Leeward part of the island, but they could not get round. And being asked, Why would they have rum two or three months before they could ship it? he answered, He imagined they expected the ships would come up sooner. And being asked, What was the common rate of commission in Jamaica? he answered, 5 per cent. for factorage, he never paid less, or heard of less being paid. And being asked, Whether he apprehended that, in the circumstances of the summer 1776, Messrs. Mure and Atkinson, could have executed their contract under a less commission? he answered, He was not acquainted with mercantile business, but did not think they could. And being asked, What he understood in general to be the average price of rum in the island? he answered, That what they used to sell to the North American traders was 2s. 6d. but that was much under the proof of the London market, and the rum they sold to the contractors Messrs. Mure and Atkinson. And being asked, Whether

ther the price of rum at Jamaica rose in time of war, or in expectation of a war? he answered, No doubt of it.

Then John Cruikshanks, Esquire, being examined, informed your committee, That he had resided in Jamaica upwards of twenty years, and had a plantation in Saint Mary's parish, on the north side of the island; that he left Jamaica in 1773. And being asked, In what capacity he resided there? he answered, He was some time deputy provost martial. And being asked, Whether he had any rum sold there in 1776? he answered, He had, and that they began to sell about May. And being asked, At what price he sold it from the month of May to December, in 1776? he answered, He sold the most part of it at 2s. 9d. at the north side, and he understood by his agents that it was mostly sold so in that year. And being asked, Whether he had any account from his agents with him? he answered, He had. And being further asked, When his agents shipped rum consigned to him in England, at what price was it usual to charge it in the invoice? he answered, At the lowest price it sold for in that year: the witness then stated, from his account of sales of rum, the prices he sold his rum at, as follows; nine puncheons in May, at 2s. 6d. and one at 2s. 9d. two puncheons in July, at 2s. 9d. one puncheon in August, at 2s. 9d. and 31 puncheons at 2s. 7½d. 11 puncheons in September, at 2s. 9d. 32 puncheons in October, at 2s. 9d. and one at 2s. 6d. And the witness further said, That all this rum he has mentioned was of the island proof, and such as would sink oil, and not of the proof of the London market; what they send to the London market is 5 per cent. above the sink-oil proof.

And Mr. Atkinson having proposed to your committee, a paper signed by the members of Lloyd's coffee-house, and dated 9 May, 1778, with their opinion upon a reference made to them by Mr. Atkinson; and also two other papers, viz. an invoice and protest relating to the ship Sally being lost, which papers your committee have thought proper to receive as additional evidence upon this head, [which being read, are hereunto annexed in the Appendix, N^o 40, 41, 42.]

And your committee then examined Beeston Long, Esquire; who being asked, Whether a man of character in business could have had his goods insured from Jamaica to London in 1776, without specifying the particular ships? he answered, He should think he might, at proper seasons; he had done it this year. And being asked, Whether he imagined such insurance could have been made on ship or ships? he answered, He was not quite sure of that; but if you were to consider all ships at the highest premium, he should think it might be done. And being asked, If they would do it for ten guineas, upon naming a good ship, what would they ask upon the body of ship or ships? he answered, He should think twelve guineas, sailing on or before the 1st August with convoy, and a running ship without convoy, from 15 to 20 guineas. And being asked, Whether

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ther he ever knew, of his own knowledge, of such a policy ever being executed upon the body of ship or ships? he answered, He could not recollect, but he could, he believed, insure all his own ships without naming them, because they were all ships of reputation, and known to be good ships.

Then Mr. William Bell, who has been an insurance broker about 25 years, being examined, was asked, Whether a man of character in the city of London could get his goods insured from port to port, without specifying the ship or ships in which such goods were loaded? he answered, Most undoubtedly. And being further asked, Whether a man of that description could have got it done in 1776, from Jamaica to North-America? he answered, He had no doubt of it. And being asked, Whether he recollected any instance of its having been done in that year? he answered, He did not recollect any particular circumstance of its being done from the West-India islands to America, because he was no way concerned in any of the contracts; but he had no doubt it could be done; that there was a small difference in the premium when it was ship or ships; it might be one or two guineas per cent. And being asked, Whether there was any imaginable risk in trade, state, intelligibly by a merchant of character, that could not meet with insurance in London? he answered, That he did not imagine there was, every risk having its price; that even ships out of time were objects of insurance, in proportion to the time she might have been expected to arrive.

Then William Crichton, Esquire, being asked, Whether he knew of any goods, in 1776, being insured by any ship or ships, without specifying the name of the ship? he answered, That he made several insurances of that sort himself, from the West-Indies to London, or any other part of Great-Britain; and that he could not define whether the goods were to go to London or Glasgow; that he had within these few days also made insurances of the same sort, to a very considerable amount, from the Leeward-Islands to Great-Britain. And being asked, Whether he knew of any body having insured from the West-Indies to North-America, without specifying the ship or port of delivery? he answered, He did not recollect at present any such insurance having been made; but that he had not the same access to know of such insurances, as he was not an underwriter. And being further asked, Whether he imagined, in 1776, that there was any difficulty in getting an insurance upon goods from the West-India islands to America, under the expression of ship or ships, without specifying the particular ship or ships? he answered, It was always more difficult to insure goods by ship or ships, without specifying them, than goods by specifying ships; but he did not apprehend the difficulty was greater in 1776 than either before or since; he should rather think less; because there could not be that objection, on the part of the insurers, to under-writing goods by ship or ships from the West-Indies to North America,

America, which they make to policies of this kind in general, viz. that they cannot determine how much they have under-written upon one bottom; whereas, in the insurances of rum from the West-Indies to North America, there could be but one proprietor of the cargo, and therefore the quantum of the insurer's subscription might from the nature of the case be absolutely defined. And being asked, Whether the insurers, without knowing the particular tonnage of the ships that were to carry the goods insured, can judge how much they risk upon one bottom? he answered, Certainly not; but all insurances on goods by ship or ships being for a limited sum total, the insurer knows that he cannot be more upon one bottom than the amount of his whole subscription; but insurances by ship or ships, generally, if not always, refer to a number of ships; if it were meant to make an insurance upon one ship, it would be so expressed, "Name unknown:" that the witness made an insurance on a ship from the West-Indies to London yesterday, without knowing her name, her tonnage, or condition. And being asked, At what rate was the premium? he answered, At eight guineas with convoy, being the same that he paid upon the goods he has specified; this insurance was for ten hogheads of sugar, and was taken by one single underwriter. And being asked, If he knew whether the other freighters specified their particular quantities or not? he answered, He did not, but he could have insured her if she had been filled with sugars, at that rate; that he had done above 6,000 within this fortnight on goods by ship or ships, owing to their not having those regular advices from the Leeward Islands, with which his trade laid, that they had from Jamaica; as the packet returned directly from Jamaica to Great-Britain, which afforded an opportunity to the gentlemen of the Jamaica trade of receiving advices of the intended shipments by their correspondents. And being asked, Whether there was any reason to think that advices were more uncertain from Jamaica to London than from any other island? he answered, That they were more recent and more expeditious. And being asked, Whether he apprehended that Mr. Atkinson, having made a contract, on the 27th of March 1776, to deliver a quantity of rum from Jamaica to North America, could have on that day (consequently before they could receive advices from Jamaica, or even acquainting their correspondents with their orders) have insured that adventure under the expression of ship or ships, without specifying either names of ships or tonnage; he answered, That there had been few or no captures, none, he believed, except transports, that they had heard of at that time, the witness thought there would have been no difficulty in making such insurance, upon a communication, as usual in such cases, to the insurers, of all the circumstances of the case; such as the quantity of the goods, the extent of the sum to be insured; the two periods between which the risque was to commence; and the expectation the assured had procured

procuring such and such vessels, and at a premium lower than that allowed by the referees. And the Witness being asked, when he mentioned "Expectation of procuring them," that the assured should be able to tell the insurer how many ships of each class, as described in the paper referred for the opinion of the underwriters of Lloyd's coffee-house, he had an expectation of procuring? he answered, That he meant he should in general have communicated to the insurers his plan of executing the business. And being further asked, That, supposing the assured should not be able to ascertain how many ships he might be able to get in North-America or the West-India islands, whether, in that case, he would have been likely to have got the policy underwritten? he answered, That, on the 27th March 1776, considering the circumstances as set forth in the case for the opinions of the gentlemen at Lloyd's coffee-house (to which every question, he apprehended, on this subject, must have reference) the Witness could only repeat, that the insurance, in his opinion, was practicable at that premium, or a lower, than what the referees allowed in their report. And being asked, Whether he thought that there was any imaginable risk in trade, stated intelligibly by a merchant of character in London, that an insurance could not be procured upon? he answered, He knew of none, at some premium or other; but the premium depended upon the circumstances of the time when the insurance was tendered, and would be higher or lower, in proportion to the greater or lesser number of captures that had happened at or about the time; that upon the first alarm of a war with France, about two months ago, it was very difficult to to get an insurance on ship or ships, and the premium was much higher than it is now; that the panic has in a great degree subsided.

Then Jacob Wilkinson, Esquire, a member of the house, being examined, informed your committee, That he was acquainted with the insurance business. And being asked, Whether he knew of any difficulty in procuring insurance upon adventures by ship or ships from the West-Indies and Jamaica to North-America, when the particular ship or ships was not specified? he answered, He perceived no difficulty. And being asked, Whether he thought such an insurance could have been procured in the year 1776? he answered, He had not the least doubt of it. And being asked, Whether he knew of such an insurance being made? he answered, He did not recollect, not knowing he should have been examined to that matter; if he had, he could have been more particular: That he remembered, in June 1776, a large insurance was made on three French East-Indiamen, from the East-Indies to France; which ships were at that very time lying in France. And being asked, Whether those ships were not named and described to the insurers? he answered, Yes, certainly, all by name, ships and captains; and the witness further said, That he was of opinion, that 1 per cent. more

more would have induced them to take the same risk on ship or ships. And the Witness being shewn the case stated to the gentlemen underwriters at Lloyd's coffee-house, he was asked, Whether he thought the contractor could immediately, or at some short time, have insured his risk of rum from Jamaica to America, under the term of ship or ships, transportable within the period of twelve months? he answered, He was clear in opinion that he might have made the insurance on ship or ships, expressed on rum, either before he made the contract, or at any time after he pleased. And being asked, Whether there were not many underwriters whose names were not subscribed to the paper? he answered, There were some. And being asked, Whether the insurance brokers were not in general the best persons from whom information was to be had upon this subject? he answered, Yes, he should think so; if he wanted an insurance, he would go to a broker, and not to an underwriter. And being asked, Whether this method of insuring upon ship or ships was practised in former wars? he answered, Yes, it was. And being further examined, he was asked, Whether, in his opinion, Messieurs Long and Neave, in their report, made a sufficient allowance for insurance? he answered, That he thought they allowed a great deal too much.

Your committee then proceeded to enquire into the methods of payments for rum sent to North-America. And Milward Rowe, Esquire, being asked, Whether he knew the method adopted by the Treasury in paying the rum contractors, for rum sent to North-America, from the beginning of the year 1776 to the present time? he informed your committee, That he believed it was done upon the certificate from the commander in chief of its having been received in America. And being asked, If there was any other paper necessary to be presented, in order to procure the warrant? he answered, That the contractor always writes his letter to the board of treasury, desiring to be paid such a sum, founded upon such certificate, which was all that was necessary; the certificate must be produced, in order to procure the warrant: And he further said, That no other paper was necessary to be produced; none at all. And being asked, What were the terms of that certificate? he answered, In common terms of the commander in chief having received a certain quantity of rum from the contractor's agent. Then the contract of Mr. Atkinson's, dated 2 May 1776, being again read, the Witness was asked, When Mr. Atkinson produced the certificates from the commanding officers or commissaries abroad authorized to receive the said rum, had such certificates annexed thereto the certificates or clearance of the officers of the customs of the island of Jamaica, from whence the rum was exported, or attested copies thereof, as stated in the terms of the contract now read? he answered, That those certificates were always presented to a Secretary, and by him laid before the board. Then

John

John Robinson, Esquire, being examined, was asked, Whether the contractors for rum received any payments from the Treasury before they produced a certificate or certificates, signed by the officer commanding his Majesty's troops at the port of importation, or commissary, or deputy, or assistant commissary of stores there, or by such other person or persons as were authorized to receive the said rum, and to sign such certificate or certificates; which certificate or certificates are to specify the quantity of rum delivered, and to have annexed thereto the certificate or clearance of the officers of the customs of the islands from whence such rum was exported, or an attested copy thereof, as is particularly specified in the terms of the contract? he answered, That the payments to the contractors for rum were, to the best of his recollection, made upon the report of the comptroller of the army accounts, upon a reference to him of the certificate of the commander in chief, or commissary, or deputy commissary, or other persons authorized to receive the same; what those certificates were, the witness begged leave to refer to the certificates themselves; that he could not exactly speak to what those certificates or reports contained, nor could he say whether any certificate of the custom-house officer was annexed thereto, as that part of the treasury business did not happen to fall within his department. And being asked, Whose duty it was to transact this business in the treasury? he answered, That the warrants were generally prepared by the clerk in whose department this business fell; that they were given to one of the chief clerks to inspect, and, he believed, generally delivered over by him to Sir Grey Cooper, before they were offered to his Majesty to be signed. And being asked, What officer in the treasury was it whose particular duty it was to examine the certificates from North America of the delivery of rum there, and of the clearances annexed, from the West-India islands from whence such rum was exported, before such certificates and clearances were referred to the comptroller of the army accounts? he answered, That the office of the comptroller of the army accounts was, he apprehended, constituted for the purpose of examining all such accounts, upon a reference made to them by the lords of the treasury, and for them to report thereon for their lordships information; that he apprehended the business of the secretary, or any other officer of the treasury, previous to such reference, was to lay the certificates or papers before the board, and to receive and execute their orders for referring them. And being asked, Who received such certificates or clearances? he answered, That it was the duty of the secretaries to receive them, and all other papers, when offered; and the senior secretary generally offered them to the board. And being asked, Whether it was the board that ordered the reference to be made to the comptroller of the army accounts? he answered, Almost generally. And being asked, Whether all the contracts made by the treasury were entered in the office of the comptroller of the army accounts?

accounts? he answered, He believed so, or else he did not apprehend the comptroller could report, as he generally did, that it was agreeable to contract; which he apprehended was always a part of the report. And being further asked, Did not the board of treasury, when they made such reference to the comptroller, send him all the documents necessary, as they are specified in the contract, to entitle the contractor to payment? he answered, That he apprehended the board of treasury sent the certificates or papers of application, whatever they were, to the comptroller, and apprehended he was to judge whether they were proper vouchers, according to the terms of the contract, so as to entitle the contractor, or person applying, to payment. And being asked, whether the original contract was preserved in the treasury? he answered, He believed it was. And being asked, Whether it was not usual for that board to examine the certificates before they referred them to the comptroller? he answered, He believed not; the office of the comptroller of the army accounts was, he apprehended, constituted expressly for that purpose; the treasury refer the papers to that office, for the purpose of examining whether they are agreeable to contract.

Your committee then read the following certificates, and comptrollers report, viz. Mr. Atkinson's certificate, dated New York, 16 March 1777; also certificate, dated Pencader, 6 September 1777; also Sir James Cockburn's certificate, dated 12 December 1776; also Mr. French's certificate, dated 1st June 1777; and also the comptroller of the army accounts report on Sir James Cockburn's certificate, dated 3 March 1777 [which are hereunto annexed in the appendix, Nos 43, 44, 45, 46, and 47.]

And the witness being further examined, was asked, When the comptroller of the army accounts reports any deficiency in the certificates, what is the mode of proceeding adopted by the treasury? he answered, The treasury, in some cases, refer the report back to the comptroller, with further directions; in other cases the comptroller is directed to attend; when the board take the report into consideration, and upon hearing him, make such order as to them seem best. And being asked, Whether he recollected that the board of treasury ever stopt or suspended the payment of any contractor, till he produced all the certificates required by the contract itself? he answered, He could not speak particularly from his memory to that, but, as far as he recollected, there had been several instances where the board delayed or suspended payment, in cases where doubts had arisen, till enquiry had been made to their satisfaction. And being asked, Whether those doubts were ever removed by any method but that of producing the necessary certificates? he answered, That he could not speak to the particulars by which those doubts were removed; but he apprehended that the board, in those cases, received satisfaction to determine them upon the orders that they gave. And being asked, Whether the payment of any rum contract

contract in this war was either stopt or suspended for want of the necessary certificates? he begged leave, in answer to this question, to refer to the reports of the comptrollers of the army accounts, and the proceedings thereupon. And being further asked, whether the payment was ever stopt or suspended on account of the want of a clearance from the island from which the rum was exported? he answered, He did not recollect; and again begged leave to refer to the comptrollers reports, and the proceedings thereupon.

Your committee then examined Thomas Bowlby, Esquire, one of the comptrollers of the army accounts; who being desired to explain the nature of that office, he said, It was to check or control the accounts of contractors for victualling and providing the army. And being asked, In what manner the check was exercised? he answered, By reporting to references from the treasury, on demands made by the contractors. And being further asked, In what manner were those accounts examined? he said, That the contractor, on producing his certificate, has a report more agreeable to contract, for the claim on the provisions referred to the comptroller. And being asked, Whether the contract was entered? he answered, A copy of the contract was. And being asked, Whether the comptroller had a power to ask for vouchers? he answered, Certainly. Being further asked, Whether the comptroller compared the certificates presented to him by the contractor, with those that were prescribed by the contract itself? he answered, He certainly should. And being asked, Whether he always did so? he said, That one comptroller could only answer for one; but that always ought to be done. And being asked, Could each comptroller act separately? he answered, They did; and he apprehended that was the intent of making two. And being asked, Whether he ever signed a report, upon a reference made of a rum contract, which reference had not the clearance prescribed by the contract itself, and which deficiency he made no observations upon in his report? he answered, He certainly did, taking for granted that the commander in chief had seen the clearances. And being asked, Whether he had any directions to make his report in such terms? he answered, Certainly not. And being further asked, Whether those certificates produced to him upon references from the treasury, were not also corroborated either by signatures of the commissary or deputy commissary, as well as of the commander in chief, and in some instances also by the officer of the port of delivery, as being rum of the island of Jamaica? he answered, That was the general form. And being asked, Whether he had not received, with some reference or other, the clearance from the island from whence the rum was exported? he answered, He remembered but to have seen one, which was Mr. Bogle French's, which he refused to report upon, because there

was no certificate from the commander in chief. And being asked, Did not the reference of that clearance, added to the terms of the contract itself, convey to him an idea of the necessity of producing such clearances in all cases? he said, He could only answer, that he thought the certificate of the commander in chief sufficient without that clearance; and if the certificate had come from the commander in chief without the clearance, he should have signed the report. And being asked, How long he had been in his office? he answered, He came into it December 1776. And being asked, Whether his state of health permitted him to give a constant attendance to the business of that office? he answered, That for the last twelve months he had attended constantly fourteen hours every day, to correct the errors that might be found upon inspection in that office in former years; which inspection he was ordered to give. And being asked, Whether he had not been called upon to discharge a part of his duty in the middle of a severe indisposition? he answered, He certainly had. And being further examined, he said, He had held his office about sixteen months. And being asked, Whether, if the power of check and control in that office was extended, it would not be very much for the advantage of the public? he answered, He thought the power at present was sufficient for that office; but if that business was extended, then greater powers would be necessary, and it would certainly prove advantageous to the public. And being further asked, Whether the comptrollers of the army accounts had a power to reject or to check any contract that appeared to him to be improvident? he answered, He should think they had no such power over the contract, only of the execution of it.

And your committee think proper, upon this head, to refer to the following papers; viz.

Invoice, dated 14 October 1776, of 849 puncheons of Jamaica rum, and 95 hogheads of melasses, by the agents of Messrs. Mure and Company, according to their tender of 8th September 1775, amounting to 27,164*l.* 4*s.* 4*d.* [Copy of which is before annexed in the appendix, No. 36.]

The treasury minutes of the 16th of August 1776, directing payment of the above sum. [Copy of which is also before annexed in the appendix, No. 18.]

King's warrant, dated 16 October 1776, for payment of the said sum [also before annexed in the appendix, No. 19.]

Certificate, dated Quebec, 7 November 1776, of Sir James Cockburn's delivery of 40,296 gallons of West India rum [Copy of which is before annexed in the Appendix, No. 45.]

Comptroller's report on Sir James Cockburn's certificate, dated the 3d. of March 1777, 16,050 gallons, 3,210*l.* [Copy of which is also annexed in the Appendix, No. 47.]

Comptroller's report on two certificates of Sir James Cockburn,
40,296

40,296 gallons, 8,059l. 4s. which states an omission in not certifying from whence the rum came [Copy of which is also annexed in the Appendix, No. 48.]

Extract of the extraordinary account, December 18, 1776, to Sir James Cockburn, for 40,296 gallons, 8,059l. 4s. [Copy of which is before annexed in the Appendix, No. 39.]

Treasury minutes, 13 November 1777, relating to the comptroller's report upon the omission in Sir James Cockburn's certificate [Copy of which is also annexed in the Appendix, No. 49.]

Copy of a letter from Mr. Burfoot to the Treasury, dated 21 January 1777, referring proof relative to the rum shipped on board the snow Peggy, at Barbadoes [which is before annexed in the Appendix, No. 37.]

Stated account of rum shipped on board the said ship [Copy of which is also before annexed in the Appendix, No. 38.]

Extract of the extraordinary account, January 16, 1777, to Mr. Burfoot, for rum, 3,000l. January 23, to Mr. Burfoot, for rum, 980l. 2s. 9d. [Copy of which is also before annexed in the Appendix, No. 39.]

Certificate, dated New-York, 16 March 1777, with a reference, of Mr. Atkinson's having delivered 37,338 gallons, certifying non-payment, signed General Howe [Copy of which is also before annexed in the Appendix, No. 43.]

Certificate, dated Pencader, head-quarters, 6 September, 1777, with a reference, of Mr. French's having delivered 46,482 gallons, certifying non-payment [Copy of which is also before annexed in the Appendix, No. 44.]

Certificate, dated the 1st of June 1777, with reference, of Mr. French's having delivered 39,780 gallons [Copy of which is also before annexed in the Appendix, No. 46.]

Comptroller's report, dated 22d October, 1777, on the reference of Mr. French's certificate, dated the 4th August, 1777, stating it to be informal, by not certifying the strength of the rum [Copy of which is also annexed in the Appendix, No. 50.]

Comptroller's report, dated 11 December, 1777, on the reference of Mr. French's certificate, dated 6th September, 1777 [Copy of which is also annexed in the Appendix, No. 51.]

Extract of the extraordinary account, November 7, 1777, to Mr. French in part payment, 7,500l. December 24th; in full, 1,796l. 8s. [Copy of which is also before annexed in the Appendix, No. 39.]

Treasury Minutes, 13 November, 1777, relating to the comptroller's first report, stating Mr. French's certificate to be informal [Copy of which is also before annexed in the Appendix, No. 49.]

Treasury minutes, 19 December, 1777, relating to the comptroller's second report on Mr. French's certificate [Copy of which is also annexed in the Appendix, No. 52.]

Extract of a letter from John Robinson, Esquire, to Sir William Howe, dated 14 January 1777, saying, that the rum certificates from him were very correct, exact, and satisfactory; and that the Lords of the Treasury had ordered payments thereon [Copy of which is hereunto annexed in the Appendix, No. 53.]

Extract of a letter from Mr. Robinson to Sir Guy Carleton, dated 26 March, 1777, acquainting him, that the masters of the ships came home without proper certificates, and mentioning his approbation of those sent by Sir William Howe, [Copy of which is also annexed in the Appendix, No. 54.]

Your committee then proceeded to enquire into the transactions relative to the contract made by Sir William Howe, in 1777, with the agents of Messrs Mure and Atkinson, and the purchases made by the commissaries abroad in the same year [Copies of the whole of which proceedings are hereunto annexed, in an Appendix by themselves, marked No. 55, in the following order; viz.

Extract of a letter from Sir Guy Carleton to Mr. Robinson, dated Quebec, 25 November 1776, complaining of the non-arrival of the rum ordered there.

Extract of a letter from Mr. Robinson to Sir Guy Carleton, dated 26 March, 1777, acquainting him that the masters of the ships came home without proper certificates, and referring a future supply to be contracted for by him.

Extract of a letter from Mr. Robinson to Sir William Howe, dated 14 January, 1777, referring the ensuing year's supply to be contracted for by him.

Extract of a letter from Sir William Howe to Mr. Robinson, dated New-York, 5 April, 1777, acquainting him of his having entered into a contract for 350,000 gallons with Mr. Loring, agent to Mr. Atkinson; and that he had called for an estimate from Mr. Chamier; inclosing copy of the contract.

Extract of a letter from Mr. Chamier, to Sir William Howe, with his estimate of the ensuing year's supply, dated 29 March, 1777.

Copy of the contract entered into between Mr. Loring, agent to Messrs. Mure and Atkinson, and Mr. Chamier, inclosed in Sir William Howe's letter of the 5th April, 1777.

Extract of treasury minutes, 18 June, 1777, desiring Sir William Howe to fix a price, and grant warrants for the payment of the said contract.

Copy of a letter from Messrs. Mure and Co. to the Lords of the Treasury, dated 24 June, 1777, on their last-mentioned contract, relating to the price of the rum.

Extract of Treasury minutes of the 27th June, 1777, relative to the price of the said rum.

Copy of a letter from Messrs. Mure and Co. dated 23 July, upon the same subject.

Extract

Extract of Treasury minutes, dated 5 August, 1777, still continuing in opinion to refer the fixing the price of this rum to Sir William Howe, and directing several papers to be transmitted to him.

Extract a letter from Mr. Robinson to Sir William Howe, dated 6th August, 1777, wrote in consequence of the last mentioned minutes.

Extract of a letter from Sir William Howe to Mr. Robinson, dated 30th November, 1777, declining to fix the price on the said contract; inclosing Mr. Wier's report on the same.

Copy of a letter from Mr. Wier to Sir William Howe, dated 27 November, 1777, in which he declines fixing a price on the said contract, and says, That the report of the referees here is silent on the reasonable profit to be allowed the contractor; that small quantities had been bought at times at a lower price than that of the contract, but such supplies were precarious, and not to be depended upon; that the best method was by contract; and that private merchants had held rum higher than the contract price.

Copy of Treasury minutes of the 13th, 22d, and 24th January, and the 10th of February, 1778, relative to Sir William Howe's letter of the 30th November 1777, declining to fix the price on the said contract, and refers it to Mr. Fuller.

Copy of a letter from Messrs. Mure and Co. to the Lords of the Treasury, dated 12 January 1778, pressing the settlement of the said contract.

Copy of a letter from Messrs. Mure and Co. dated 22 January, 1778, desiring that the price might be settled by arbitrators.

Copy of a letter from Messrs. Mure and Co. dated 24th January, 1778, on the settlement of the said contract.

Copy of a letter from Messrs. Mure and Co. dated 12 February, 1778, acquiescing in the reference to Mr. Fuller.

Observations of the Treasury on the said contract.

Extract of a letter from Mr. Wier, to Mr. Robinson, dated 20th May, 1777, acquainting him in case of necessity he can procure a supply of rum there.

Extract of a letter from Mr. Wier to Mr. Robinson, dated 8th June, 1777, acquainting him of his having purchased 100,000 gallons of rum.

Extract of a letter from Mr. Robinson to Mr. Wier, dated 26 September, 1777, acknowledging the receipt of his of the 8th June, and observing that he had not mentioned the price of the rum, nor the manner of distribution.

Extract of a letter from Mr. Wier to Mr. Robinson, dated 20th January, 1778, relative to the distribution of the rum, and acquainting him that the 100,000 gallons he purchased cost 3s. 6d. sterling per gallon; inclosing copy of the contract with Mr. Burfoot's agent.

Extract

Extract of a letter from Sir William Howe to Mr. Robinson, dated 19 January 1778, acquainting him of his approval of the last mentioned contract.

Extract of a letter from Mr. Chamier to Mr. Robinson, dated 24 September, 1776, acquainting him of his having purchased 2 or 900 hogheads of Windward Island rum, at 3s. sterling per gallon.

Extract of a letter from Mr. Chamier to Mr. Robinson, dated 15 February 1777, acquainting him of his having purchased 140 hogheads of rum at 3s. for fear of falling short before the new crop.

Extract of a letter from Mr. Robinson to Mr. Chamier, dated 25 November, 1776, acquainting him of the approval of the lords of the treasury of his purchase; and also that the price had varied here, and come lower, from many circumstances.

Extract of a letter from Mr. Chamier to Mr. Robinson, dated 31st March 1777, expressing his happiness at their lordships approval of his purchase.

Your committee then proceeded to examine into the manner adopted of granting licences for the exportation of rum; and John Robinson, Esquire, was desired to inform the committee what licences were granted for the exportation of this rum, and by whose authority; he answered, That in the first instance, to the best of his recollection, the contractor applied to the treasury, signifying the ship they had taken up, and desiring directions might be given to the admiralty, or commanders in America, for the permitting such ship to carry such rum; the letter from the treasury was a signification of the rum to be sent to the army by the contractor; but the licences were, he believed, in general granted by the admiralty. And being asked, Whether that signification from the treasury to the admiralty specified the quantity of rum that the licence was to permit the contractor to export from the said island? he answered, As far as he recollected, the letter from the treasury stated, that the contractor had agreed with them for a quantity of rum to be delivered for the use of the army in America, and described the ship, and the quantity of rum to be put on board for the use of the said army. And being asked, Whether the same signification was given by the board of treasury, with respect to the quantity, to the several custom-houses in the islands? he answered, That wherever significations were given by the treasury, he believed the same mode was followed; but whether any general directions were given he could not with certainty speak to.

George Jackson, Esquire, secretary to the admiralty, being examined, was asked, Whether the board granted any licences for exporting of rum from the West-India islands? he answered, He believed there were three special licences granted, the beginning of the year 1776; but that they did not describe the exact quantities of puncheons, only the cargoes. And being asked, To whom were those licences granted? he answered, He believed, one to Mr. Bogle

gle French, and two to Six James Cockburn; that there was another in July 1776, to Mr. Burfoot, specifying the quantity, which was 550 puncheons, but that was upon application from the treasury. And being asked, Whether there was any application from the board of treasury to the board of admiralty, for licences to export rum from the West-India islands to North America, since those mentioned in 1776? he answered, He did not recollect any. And being further asked, Whether he knew of any licences having been granted by the commanders of his Majesty's fleet, for the exportation of rum from the West-India islands to North America? he answered, He had neither heard of or seen any. Then,

William Knox, Esquire, under secretary of state for the American department, being asked, Whether any application was made from the secretary of state's office to the board of admiralty, for licences to export rum from the West-India islands to North America? he answered, None, to his knowledge. And being further asked, Whether he knew of any licences granted by any of the commanders in chief of the army in America, for that purpose? he answered, There were no returns made by the commanders in chief, to that office, of their having granted any such licences; that the whole of their knowledge, upon that head, had been communicated to the committee in the last papers presented to them. And being asked, Whether he knew of the governors of the islands having granted any licences for the above purpose? he said, That in answer to Lord George Germain's first circular letter to the governors of the islands, the governors had taken occasion to say, that they had granted licences, but that in future they would observe the directions of that letter; that the witness had no other knowledge of the governors having granted such licences. And being asked, Whether there were any orders sent from the secretary of state's office to the commanders in chief in America, to send returns of the licences granted by them? he answered, There were not. And being further asked, Whether there were any orders of such sort sent to the governors of the islands? he answered, None.

And your committee beg leave to refer to the several papers upon this head to the Appendix, viz.

Copies of four letters, signifying the orders of the lords of the treasury to the board of customs, and the proceedings of that board, with respect to the exportation of rum duty free from Barbadoes to the Leeward Islands [which are hereunto annexed in the Appendix, Nos. 56, 57, 58, and 59.]

Copy of a letter from Sir William Howe to Lord George Germain, of the 8th of June 1777, stating the inconveniences of many people bringing rum with other stores [also annexed in the Appendix, No. 60.]

Copy

Copy of a letter from Sir William Howe and Lord Howe to Lieutenant Governor Arbuthnot, of the 20th April 1777, stating the prejudice arising to the army by granting of licences; that the rebels were supplied; and desiring that no more licences might be granted for rum and melasses [also annexed in the Appendix, No. 61.]

Copy of a letter from the Lords of the Admiralty to Lord George Germain, dated 12 September 1777 [also annexed in the Appendix, No. 62.]

Copy of a letter from Lord Viscount Howe to Philip Stephens, Esquire, dated 18 June 1777, mentioning the licences from the islands, that the rebels were furnished with rum, and the circular letters which he had sent to recommend the refraining of that practice [also annexed in the Appendix, No. 63.]

Copy of a circular letter from Lord Viscount Howe and Sir William Howe to the Governors of the West-India islands, dated 20 April 1777, recommending them not to grant licences for rum or melasses, excepting to the contractors of the army [also annexed in the Appendix, No. 64.]

Copy of a circular letter from Lord George Germain to Lieutenant Governor Arbuthnot, and the Governors of the West-India islands, dated 3d October 1777 [also annexed in the Appendix, No. 65.]

Copy of a note from Beeston Long, Esquire, to William Knox, Esquire, dated 25 February 1778 [also annexed in the Appendix, No. 66.]

Extract of a letter from Messieurs Campbell and Company to Mr. Rice, dated Grenada, 9 December 1777 [also annexed in the Appendix, No. 67.]

Copy of a note from the committee of the West-India merchants to Lord George Germain, dated 4 March 1778 [also annexed in the Appendix, No. 68.]

Extract of the minutes of a general meeting of the West-India merchants, dated 3 March 1778 [also annexed in the Appendix, No. 69.]

Copy of a note from the West-India merchants to William Knox, Esquire, dated 9 March 1778 [also annexed in the Appendix, No. 70.]

Copy of a circular letter from Lord George Germain to the Governors of the West-India islands, dated 10 March 1778 [also annexed in the Appendix, No. 71.]

Copy of a letter from Sir William Howe to Lord George Germain, dated 18 January 1778 [also annexed in the Appendix, No. 72.]

Extract of a letter from Governor Dalling to Lord George Germain, dated 13 January 1778 [also annexed in the Appendix, No. 73.]

Copy

Copy of a letter from Governor Dalling to Lord and Sir William Howe, dated 18 October 1777 [also annexed in the Appendix, No. 74.]

List of vessels with letters of marque, by Governor Dalling [also annexed in the Appendix, No. 75.]

Copy of a letter from Governor Dalling to Lord and Sir William Howe, dated 14 November 1777 [also annexed in the Appendix, No. 76.]

Copy of a letter from Lord Macartney to Lord George Germain, dated 1st December 1777 [also annexed in the Appendix, No. 77.]

Extract of a letter from Governor Morris to Lord George Germain, dated 4 December 1777 [also annexed in the Appendix, No. 78.]

Extract of a letter from Governor Burt to Lord George Germain, dated 16 December 1777 [also annexed in the Appendix, No. 79.]

Extract of a letter from Governor Bruere to Lord George Germain, dated 19 March 1778 [also annexed in the Appendix, No. 80.]

Your committee having executed the commands of the house, in stating the facts relating to this branch of the expenditure of the public money, and having completed their enquiry upon that head, think it proper, in pursuance of the permission of the house to report from time to time, to lay before the house the whole state of the facts and evidence, as it appeared to them.

A P P E N D I X.

No. 1.

Copy of a Letter from General Gage, to Grey Cooper, Esquire.

S I R,

Boston, 19th May, 1775.

I AM to desire you please to acquaint the lords commissioners of his Majesty's treasury, that in the present state of things on this continent, I perceive that the contractors for supplying his Majesty's troops in North-America with provisions, particularly the troops in this province, will not be able to perform their contract, unless provision is sent from Europe. All the ports from whence our supplies usually came, have refused suffering any provision or necessary whatever to be shipped for the king's use. The only resource we have for flour is Quebec; I have sent thither to know what quantity can be furnished, but have yet no answer; and as for flesh meat there is no place in this country from whence we can expect it, therefore it is absolutely necessary that a supply should be immediately sent to this place, as the troops are increasing, and all the avenues for procuring provision in this country shut up; those in store here at this time being not more than will serve the troops now present five months, exclusive of those expected, none having yet arrived but the marines.

You will please likewise to acquaint their lordships, that it is now impossible to raise money here for the use of the army, therefore it is necessary such supplies should be sent out, from time to time, as may be sufficient both for the pay of the army and the contingent expences. I am, &c.

(Signed)

THO. GAGE.

Grey Cooper, Esquire.

No. 2.

Extract of a Letter from General Gage to John Robinson, Esquire.

S I R,

Boston, 23d May, 1775.

I am obliged to take this method, to try if any money can be raised at Quebec for the use of the army under my command, being refused

A P P E N D I X, No. 3, 4, 5.

refused every assistance, whether in money, provisions, forage, &c. from every other province to send such supplies.

I have the honor, &c.

(Signed)

THO. GAGE.

John Robinson, Esquire.

No. 3.

Extract of a Letter from General Gage to John Robinson, Esquire.

S I R,

Boston, 10th October, 1775.

I am to beg of you to represent to their lordships, that I think it would be highly useful the troops should be supplied, as soon as possible, with small cheap claret, in order to keep them from the scurvy, which is to be much dreaded; and likewise large quantities of vinegar for the same purpose. I have the honor to be, &c.

(Signed)

THO. GAGE.

John Robinson, Esquire.

No. 4.

Extract of a Letter from General Howe to John Robinson, Esquire.

S I R,

Boston, 1st Dec. 1775.

The inclosed returns and estimates I beg you will lay before the lords commissioners of his Majesty's treasury, for their lordships information, respecting the present state and future wants of this army; and I beg leave to add, that I am in great pain from the small quantity of provisions now in store, as their lordships may observe by return No. 1. upon which some few observations are made, especially in this advanced season of the year, when the navigation upon the coast is so uncertain, and the arrival of a fresh supply is still rendered more precarious by other dangers mentioned in my letter of 26th ult. If victualling ships should not arrive before the latter end of this month, nor the navy be able to afford assistance, I shall be obliged to put the troops upon short allowance. To avoid this inconvenience in future, I humbly recommend that not less than six months provisions of all species be duly kept in store, and that the article of flour be more carefully attended to, great quantities of which, lately sent out, have been rejected, as appears by the returns.

No. 5.

Extract of a Letter from General Howe to Mr. Robinson.

S I R,

Boston, 26th Nov. 1775.

I had the honour to receive your dispatch of the 9th of September, by his Majesty's ship Phoenix, arriving here the 9th instant, inclosing invoices of many articles shipped and to be shipped for the supply of the army, which will be more gratefully received, as most expressive of his Majesty's notice, and their lordships attention to the wants of his troops. Their arrival is much to be wished, not only for the use they may be of, but on account of the advanced season of the year, and the dangers vessels must run by coming on this coast, in the present situation of things, without convoy or force, and hav-

A P P E N D I X, No. 6, 7.

ing no friendly port but this to receive them, while the rebels cruizers are ever watchful to take the advantage of their weakness or necessities, wherein they have already been too successful, and will probably do much more mischief, unless the king's ships can continue to cut them off.

No. 6.

Extract of a Letter from General Howe to Mr. Robinson.

S I R,

Boston, 19th Dec. 1775.

I am to request you will inform their lordships that the store ships, as per margin, have arrived with most seasonable supplies; although the live stock met with worse fate than could have been suspected from the great care that has been taken. As their cargoes have not yet been landed, I cannot render a more particular account; but from all reports received, the merchants employed have been most attentive to their engagements.

Thames, Laid; Friendship, Millar; Britannia, White; Generous Planter, Calfe.

No. 7.

Copy of a Letter from John Robinson, Esquire, Secretary to the Lords Commissioners of the Treasury, to Major General Howe.

Whitehall Treasury Chambers, 9th Sept. 1775.

S I R,

As it is apprehended that General Gage may have left Boston, on a leave of absence to return to England, before this can arrive in America, I am directed by the lords commissioners of his Majesty's treasury to acquaint you, it having been represented to them, that Colonel James Robinson, barrack master general, had applied to Messieurs John and George Irving, merchants at Boston, for the providing and importing into Boston fundry articles in the schedule herein inclosed, marked letter A, for the service and use of the army, and that Messieurs Irvings had directed their correspondents here to execute such commission, which they had endeavoured to do, but could not; their lordships, although no information hereon had been sent to them, thought it right to direct due enquiry to be made into this business; and upon such enquiry their lordships have judged it expedient to order such stores to be provided: I am therefore directed to acquaint you, that several of the stores mentioned in the schedule A, are now shipped, according to an invoice marked letter B, on board The Friendship, James Holmes master, under sailing orders to go to Spithead, and from thence to come under convoy of one of his Majesty's ships of war, consigned to the order of the officer commanding his Majesty's forces at Boston, or elsewhere, as he shall direct her to proceed, and as will appear by the charter party, a copy of which shall be sent by the ship.

You will observe, by my former dispatches to General Gage, of the 30th of June, and 26th of July last, and by the remarks on the schedule,

schedule,

A P P E N D I X, No. 7.

schedule A, that the articles of coals and oats had been before provided by the board.

Their lordships having since taken into consideration what may be further wanted for the army, have ordered thirty watch coats to be sent out for the use of each battalion, and for twenty bartalions, which will come by the same ship; and have also ordered the several articles in the paper marked letter C, to be provided with all possible expedition. This last order is not so forward as to enable me to inform you more particularly than I have endeavoured to do, by the remarks on the paper C, but I hope soon to do it.

In General Gage's dispatch of the 8th July, he transmits his account of warrants for the quarter, commencing the 1st of April, and ending the 30th of June, amounting to 21,121l. 0s. 2½d. and in his letter of the 22d, advices of his requisition to the agent for the contractors for remitting money for the pay, &c. of the troops, in America, for 20,000l. for the extraordinary expences of the army in the ensuing quarter, but mentions nothing else. That their lordships hope, however, that by the steps they have taken, the wants of the army would be in some measure supplied, and that many conveniences and comforts will be provided for the troops; and they direct me to repeat to you what has been before said in my several dispatches, to which I beg leave to refer you, That you will give the earliest notice to this board of the requisitions you may find it proper to make of any supplies, whether of money, provisions, forage, or any other necessary whatever, it being their lordships earnest wish to give every aid in their power towards carrying on the service.

It was yesterday represented to their Lordships by Lord Barrington, inclosing to me a letter from General Gage of the 26th of July, that the officers suffer an inconveniency arising from the present difficulties in obtaining cash for their bills on the respective agents of the regiments here. This mode was established for the conveniency as well as the advantage of the officers; but on the representation made by General Gage, by his letter of the 19th of May last, of the difficulty he met with in raising cash for his bills, it was foreseen here that the inconveniency now complained of must arise to the officers serving in America; their lordships therefore ordered me then to endeavour to obviate it. I tried to do so, but the officers subsistence having a little time before been issued to the agents here, it could not be remedied at that time. Directions were, however, given, that this inconvenience should be provided against in future; and I have the pleasure to acquaint you, that in the last issue of the 25th of August, care has been taken at the pay-office, to issue to the contractors for remitting money to America, the sum of 450l. per regiment, for the pay of the officers serving in America, to be issued by them in specie, to the deputy paymaster at Boston, to answer their demands; and which sum, it is alledged, is sufficient for this

A P P E N D I X, No. 7.

this purpose : the remaining sum of about 250l. per regiment, being paid to the agents here, to enable them to pay the officers of each regiment who may be absent on the recruiting service, or otherwise.

This inconvenience, it is therefore hoped, will be remedied on the arrival of the specie which has been lately sent out, of which advice was given General Gage by my dispatch of the 7th of June last, and by the directions which have been given herein.

To pursue the mode laid down in that dispatch, and to keep you amply supplied with cash for the extraordinary service of the army, under the present difficulties and disadvantages of procuring cash for bills, their lordships have issued to the contractors the sum of 20,000l. in the last requisition, made the 22d day of July, by General Gage, and have directed them to send it out in specie, by the first ships of war that will be ready after it can be so provided. This sum, with the 20,000l. you will have received by this time, by the Raven, and the 30,000l. that is on board the Cerberus, on account of the extraordinaries, besides the sums sent in specie, on account of the subsistence, will, it is hoped, be an ample supply; and I have their lordships orders to desire, that, during the time that these disadvantages in exchange subsist, you will avoid, as much as possible, drawing bills for the money that may be wanted for the extraordinary service of the army; but in lieu thereof, that you will, from time to time, make requisitions to their lordships for the money which you apprehend will be necessary and wanted for this service, for each ensuing quarter; so that my lords may have timely notice to issue the same, and order the contractors to send it out in specie. Directions have likewise been given to the contractors, to take due care to keep the deputy paymaster supplied with sufficient specie for the payment of the subsistence to the officers and private men, so that, upon the whole, it is hoped, there will be no deficiency.

I have the honour to be, &c. &c.

(Signed)

JOHN ROBINSON.

Extract of Inclosure, Letter C, referred to in the foregoing Letter.

100,000 gallons } Information having been given, that the rum
of Jamaica rum. } which the troops get is bad, new, and unwhole-
some; it is proposed, that some of the ships, which must be char-
tered for carrying these stores to Boston, shall be sent from thence
to Jamaica, for rum of a good quality; and that they shall bring
back to Boston, at least this quantity of rum: by this means, the
troops will have a supply of good rum. It is proposed, that it shall
be at the disposal of the commander in chief, to be distributed by
him on particular services, and in such manner as he shall think
proper.

Extract

APPENDIX, No. 8, 9.

No. 8.

Extract of a Letter from Daniel Wier, Esquire, Commissary in North-America, to Mr. Robinson, dated 20th January, 1778.

I am now to reply to that part of yours respecting the rum: the distribution of this article to the troops, was regulated by an order from the commander in chief, at the rate of a quart to every six men per day, and frequently an extra gill has been allowed them, when the inclemency of the weather, or the severity of duty or fatigue, was thought to require it; but this is never done but by the exprefs order of the General.

No. 9.

Extract of a Letter from John Robinson, Esquire, to Lieutenant-General Burgoyne, dated Treasury Chambers, March 29th, 1776.

The board having taken into consideration the present state of Canada, and the probable situation in which you may find that country, have agreed with several gentlemen for 125,000 gallons of rum for the supply of the troops; and orders have been given to have it delivered at Quebec with all expedition. An instrument hath been made for ascertaining the strength of the spirit, and whether of due proof, according to the medium of the several islands to which the several contractors are bound to furnish it; and the use of the instrument has been fully explained to Mr. Collin Drummond, one of the deputy commissaries appointed to the Canada service. Other instruments will be delivered to the other deputy and assistants, and explained to them, for fear of accidents; and a duplicate of it will be given to each contractor, that he may try and ascertain his rum to the proof required to be delivered. The necessary orders are given to the different custom-houses to permit the export and import of the rum duty free; and as soon as contracts are finally compleated, the names of the ships, and other particulars in respect to the quantity of rum, &c. can be obtained, all the particulars will be communicated. In the mean time, their lordships direct me to acquaint you, that this supply of rum is sent to be entirely at the disposal of the commander in chief, to be applied by him on such occasions as shall require, for the use of the troops, in such manner as shall be thought most proper. My lords are in hopes that this supply may be sufficient during the campaign; but if a further supply should be absolutely necessary, my lords in that case wish that the commander in chief would take proper measures to procure it, only desire that the same mode of doing it may be adopted, in taking the quantities proportionably, as they have done, from the different islands of Jamaica, Barbadoes, the Leeward Islands, and the Ceded Islands, viz. Grenada, St. Vincents, Dominica, and Tobago. These proportions have been taken from a review and comparative state of their exports from the islands, and imports into North America, taking the quantity to be furnished agreeably

Extract

A P P E N D I X, No. 10, 11.

agreeably to the state of that trade, in consideration of the loss these islands may sustain from the stop of the North American trade, viz, Jamaica one-fourth, the Ceded Islands one-fourth, Barbadoes one-fourth, and the Leeward Islands one-fourth; which is as just a proportion as can be drawn.

No. 10.

Copy of Treasury Minutes, dated Whitehall, Treasury Chambers, 7th August, 1776.

Present. Lord North, Lord Cranley, Mr. Townsend.

Read memorial of James Chambers, praying to be employed in furnishing government with the articles of Madeira wine, tobacco, and coals.

My lords resume the consideration of the supplies to be sent out to the armies in America.

General Harvey attends, and acquaints my lords that some four crout should be sent to General Howe's army, at a quarter of a pound for each man per day for six months; and to General Carleton's army half the quantity: That each general should have permission to give a proper quantity of spruce beer to every man, every day, in future, without making any deduction for it from the soldiers pay; and that the spruce beer, in this manner, would be much more satisfactory to the soldiers than porter: That plenty of carrot, turnip, and cabbage seed should be sent out: That each general should have a large quantity of rum, to deliver out at discretion: And that it would be proper to send out a quantity of vinegar for the use of both armies.

My lords direct that immediate orders be given to Messieurs Mure, Son, and Atkinson, to provide the article of four crout, as advised by general Harvey, and to send the same out to generals Carleton and Howe with all possible expedition.

Direct them also to provide a large quantity of carrot, turnip, and cabbage seed, and a quantity of vinegar, to be sent out in like manner.

Write to generals Carleton and Howe, and acquaint them that my lords approve of their distributing such a quantity of spruce beer to each man per day in future, as they shall in their discretion think right, without making any deduction or stoppage from the soldiers pay for the same; and that they do charge the expence thereof to the account of the extraordinaries of the army.

My lords having already contracted for rum, and given directions to generals Carleton and Howe as to the allowances thereof to the soldiers, do not think any other orders thereupon now necessary.

No. 11.

Copy of a Letter from Mr. Robinson to General Howe, dated 10th August, 1776.

S I R,

It having been represented to my lords commissioners of his Majesty's

A P P E N D I X, No. 12, 13.

jefty's treasury, that a daily distribution of spruce beer among the soldiers, would be more salutary to them than porter, I am commanded by their lordships to acquaint your Excellency, that they approve of your distributing such a quantity of spruce beer to each man per day in future, as you shall in your discretion think right, without making any deduction of stoppage from the soldiers pay for the same; and their lordships do authorize your Excellency to charge the expence thereof to the account of extraordinaries of the army.

I am, &c.

JOHN ROBINSON.

His Excellency General Howe.

No. 12.

Copy of a Letter from Mr. Robinson to Major General Howe, dated 22d October, 1776.

S I R,

I am directed by the lords commissioners of his Majesty's treasury to acknowledge the receipt of your Excellency's several dispatches of 1st, 2d, 3d, 4th, 6th, and 7th of June from Halifax, and of the 5th and 10th July, and 6th and 7th of August, from Staten-Island; which their lordships have considered.

By this conveyance I send you a duplicate of an official letter of the 10th August last, in respect to your allowance of spruce beer to the army, this being, on consideration, thought much more beneficial for the troops, and that it will be more conducive to their health. The intention is dropped therefore of sending out any greater quantity of porter than that of which you are already advised; but the four krouth having, by your returns, and all other accounts, proved so very beneficial to the army, is sending out from time to time, as it can be prepared.

No. 13.

Extract of a Letter from John Robinson, Esquire, to Daniel Wier, dated September 26th, 1777.

S I R,

Your several letters of the 20th May, the 8th and 22d June, and the 12th July, with their several inclosures, have been received, and laid before the lords commissioners of his Majesty's treasury.

Having written, by their lordships orders, fully to his Excellency Sir William Howe, in respect to the supply of coals, oats, and stores sent out, it becomes unnecessary to trouble you thercon, further than to refer you to his Excellency for what relates, as to them, to your department; and therefore this letter will be confined to such articles of your letters only as are not immediately answered by the letter to his Excellency. The regulation made by his Excellency, in respect to women following the camp, seems to their lordships very proper, and is approved by them, as it will relieve you from a great burthen.

M

It

A P P E N D I X, No. 14, 15.

It was not proposed to send out any more four kroust, after the garden seeds were sent, and the situation of the army became more extended. Hay you must provide yourselves; and you see the same is much wished in regard to oats, for the tonnage they require, and the freight of them, is a grievous burthen.

The 100,000 gallons of rum you mention to have purchased, will, it is hoped, with the contract entered into by his Excellency, be an ample supply for the troops; but you do not mention the price you gave for the rum, nor has it been ever returned to their lordships what allowance of rum is made to the men, and how it is served.

No. 14.

*Extract of a letter from John Robinson, Esquire, to General Howe.
Treasury Chambers, 12th April, 1776.*

Copies of the contracts are preparing—They are not yet, indeed, all executed; but I hope, by the next opportunity, to transmit copies of all that have been entered into, both for provisions and for a supply of rum, to be sent to you as a store for you in cases of need and exigencies; and to be entirely at your disposal, as you shall see most necessary for the use and service of the troops.

No. 15.

*Extract of a Letter from Mr. Robinson to General Howe.
Treasury Chambers, 1st May, 1776.*

Upon consideration of the situation you may be in, in case of your penetrating into the interior parts of America, and the difficulties you may meet with in obtaining supplies of any liquor but the mere element of water, their lordships have judged it proper to make contracts for 375,000 gallons of rum, to be sent to you, and 125,000 to be sent to Canada (a copy of which is inclosed, No. 10) in addition to the 100,000 gallons before ordered to you. Their lordships leave the distribution of this supply, entirely for the use of the army, to your direction. They apprehended such precaution necessary, that you might have a certain store to depend upon in emergencies; but they have not carried the contracts further than for 500,000 gallons, submitting to your judgment, to stop there, or to proceed further in continuing the contracts with the undertakers, should you find the exigency of the service requires it. If a further supply should be necessary, their lordships desire to recommend to you, to adopt the same mode of doing it, with the different contractors, and in the like proportionable quantities as they have done, from the different islands of Jamaica, Barbadoes, the Leeward-Islands, and the Ceded-Islands, viz. Grenada, Saint Vincents, Dominica, and Tobago. The proportions were fixed from a comparative state of the export of rum from each of those islands, and their imports into North-America, in consideration of the loss these islands may sustain from the stoppage of the North-American trade, viz. one fourth from Jamaica,

A P P E N D I X, No. 16, 17.

Jamaica, one fourth from Barbadoes, one fourth from the Leeward Islands, and one fourth from the Ceded-Islands; which is the due proportion; but another 100,000 gallons being thought proper to be added, to make the whole quantity 500,000, the Ceded-Islands, from whence that was taken, have got two fifths, instead of one fourth, and consequently one share more than their due proportion; which may be remedied in future. Orders have been given to the different custom-houses, to permit the export and import of the rum duty free; and it is hoped, some ships, with a part of this supply, will be with you early, since some ships have some time since failed to the West-Indies to take in the rum. In order to ascertain the strength of the rum, and whether it is of due proof, according to the medium proof of each of the respective islands from which the contractors are bound to furnish it, an hydrometer with proper weights has been prepared. You will receive herewith duplicates of this instrument, for fear of accidents, and an explanation of it, which is inclosed No. 11, the use of which has been fully shewn to some of your commissaries.

No. 16.

Extract of a Letter from Mr. Robinson to Sir Guy Carleton, dated 1st May, 1776.

You have likewise herewith (No. 3.) a description of the hydrometer for trying the strength of rum, lest any accident to Mr. Drummond should leave you in want of such explanation, and No. 4, is a copy of the rum contracts, which will serve to explain the whole, as the rest differ only in the name of the parties, islands, &c. In case you should find it absolutely necessary to order a further supply of rum, their lordships will approve thereof, but it is their desire, that in ordering such quantities, you should pursue the mode taken by their lordships, and grant the like certificate, observing however, that by adding 100,000 gallons to the 400,000 first proposed to be contracted for, for the supply of your army and General Howe's, the Ceded-Islands have got two-fifths of the quantity ordered, when their due proportion is only one-fourth; which in a future contract must be remedied.

No. 17.

Copy of a Paper from the Victualling-Office; and Mr. Pelham's Answer, 16th May 1777, in Enquiry.

Barbadoes and Leeward-Islands.

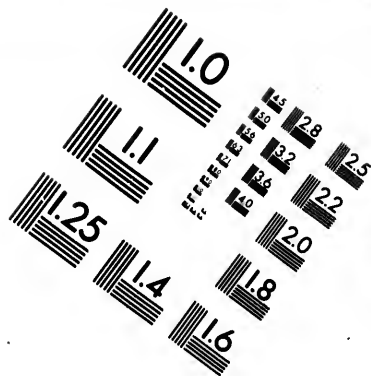
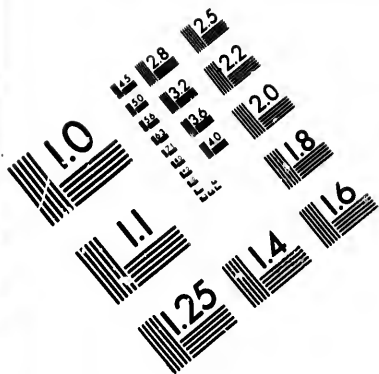
		s.	d.
1773.	1st March Rum	2	5 per gallon.
1767.	17th July Ditto	4	4 Jamaica
1768.	10th February Ditto	4	0 Grenada
Ditto	1st January Ditto	3	6 Tobago

Received from Mr. Pelham of the Victualling-Office,
the 31st January, 1776.

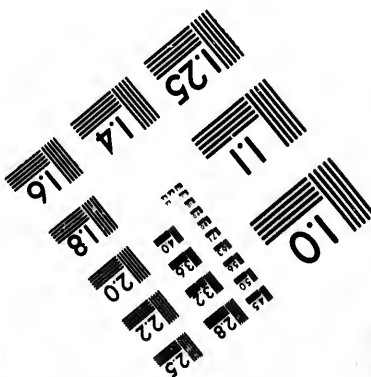
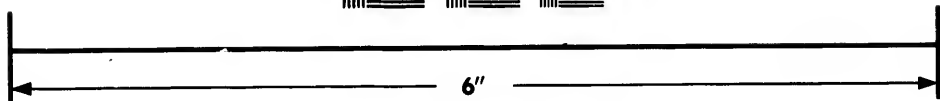
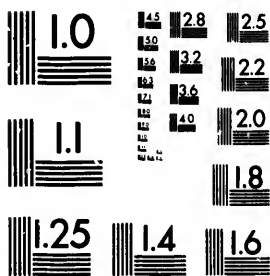
M 2

Mr. Pel-





**IMAGE EVALUATION
TEST TARGET (MT-3)**



**Photographic
Sciences
Corporation**

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WEBSTER, N.Y. 14580
(716) 872-4503

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A P P E N D I X, No. 18, 19.

Mr. Pelham presents his respects to Mr. Robinfon, and begs leave to acquaint him, that the above prices are all sterling.

Victualling-Office,
Friday, May 16, 1777.

Barbadoes and Leeward-Islands.

		s.	d.
1773.			
1 March	Rum	2	5 per gallon.
1767.			
17 July	Ditto	4	4 Jamaica
1768.			
10 February	Ditto	4	0 Grenada.
1 January	Ditto	3	6 Tobago.

Received from Mr. Pelham, of the Victualling-Office,
the 31st January, 1776.

N. B. Barbadoes contractor has given notice to quit.

No. 18.

*Extract of Treasury Minutes, dated Great Lodge, Bushy Park, 16th
October 1776.*

Present. Lord North, Lord Onslow, Mr. Townshend.

Messieurs Mure, Son, and Atkinson, deliver in the following accounts for rum and sundry stores sent to America, also for freight and armament of transports :

	£.		
For rum sent to America	27,164	4	4
For freight of ships on the expedition under General Earl Cornwallis	1,442	3	6
For freight of ships to carry provisions to Quebec	936	19	—
For freight of provision transports to New-York	14,667	2	8
For advanced freight to transports hired to carry stores to America	6,558	14	4
For freight of ships hired to carry oats to America	3,544	0	4

Mr. Rowe reports to my lords, that he has examined the a cicles of the said accounts with the respective vouchers, and that he finds the same agree therewith.

Prepare-warrants for payment of the same,

No. 19.

(COPY.)

*King's Warrant to Richard Atkinson, Esquire for £.27,164. 4s. 4d. for
rum sent to America.*

Dated 16 October, 1776.

G E O R G E, R.

Our will and pleasure is, that out of any monies in your hands that may be applied to this service, or that may be imprested to you for the same, you do pay unto Richard Atkinson, Esquire, or to his assigns,

assigns, the sum of £. 27,164. 4s. 4d. without deduction, and without account, in full satisfaction and discharge of the like sum due unto him for rum delivered in America for the use of our forces there, according to the account of particulars thereof hereunto annexed, And this shall be as well to you for making such payment, as to our auditors, and all others concerned in passing your accounts, for allowing the same thereupon, a sufficient warrant. Given at our court at Saint James, the 19th day of October, 1776, in the 16th year of our reign. By his Majesty's command,

Richard Rigby,
Paymaster-forces,

BEAUCHAMP,
ONSLOW,
C. W. CORNWALL.

No. 20.

Copy of Mr. John Biggen's Contract for Victualling his Majesty's Ships at Jamaica; with a calculation how the same comes out per Man a Day.

Contracted and agreed, this seventeenth day of July, one thousand seven hundred and sixty-seven, with the commissioners for victualling his Majesty's navy, for and on the behalf of his Majesty, by me John Biggen of London, merchant; and I do hereby oblige myself timely and seasonably to furnish all such of his Majesty's ships and vessels as shall come to Port Saint Antonia, and Port Royal, in Jamaica, and be in want of provisions (and all such provisions as shall be demanded and sent for by warrant from the admiral or commander in chief of his Majesty's ships in those parts) with good and wholesome sea victuals, fit in all respects for the service of his Majesty's navy, at and after the following rates and prices sterling. viz.

Bread at fifteen shillings and six-pence per hundred weight of one hundred and twelve pounds.

Rum, of merchantable proof, at four shillings and four pence per gallon.

Beef, at eight pence per piece of four pounds.

Pork, at five pence per piece of two pounds.

Pease, at three shillings per bushel.

Oatmeal, at three shillings per bushel.

Butter, at one shilling per pound.

Vinegar, at six-pence per gallon.

Including new casks of all kinds that may be wanted for the packing of the said provisions, setting up and trimming of casks, cartage, labour, freight, boat-hire, and all other charges whatsoever, relating to the victualling, except necessary money, and extra necessary money to the pursers: and it is hereby agreed, that I am to furnish rice in lieu of half the quantity of oatmeal that shall be demanded, after the rate of half a pound of rice in lieu of a pint of oatmeal; and also to supply good sweet olive oil in lieu of half the quantity of butter that shall be demanded, after the rate of one pint of oil in lieu

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October, 1776.
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lieu of a pound of butter; and the quantities of rice and oil that shall appear by the vouchers to be supplied to his Majesty's ships, shall be paid for in the following manner, that is to say, thirty-two pounds of rice shall be allowed to be equal, and shall be paid for at the same price as one bushel of oatmeal, and one pint of oil shall be allowed to be equal, and shall be paid for at the same price as one pound of butter; and in case of any unforeseen or extraordinary demand, which may occasion an absolute necessity to issue flour in lieu of bread, to expend while ships are in port, I am then to furnish the same, but this is never to be done except in case of absolute necessity, when bread is not to be had, which is to be certified by the commanding officer, and his certificate is to be transmitted to the said commissioners with the other vouchers hereafter mentioned, before any bill be made out for payment of the same. And it is hereby agreed, that all the flour that shall be supplied as before-mentioned, shall be paid for at the following rate; that is to say, the same price shall be paid for three pounds of flour as for two pounds of bread.

And in case there shall be a necessity of furnishing any new basket bags, or new tight iron-bound butts or puncheons for water, to any of his Majesty's ships, I do oblige myself to furnish the same at the rate of one shilling and six-pence per bag, and four pounds eight shillings and four-pence per tun for the said casks, reckoning two butts, with ten iron hoops on each, or three puncheons, with eight iron hoops on each, to a tun. And I do also agree and oblige myself, that all the said casks shall be made of good, sound, seasoned staves, free from sap, and of the following dimensions and gauge, viz. Each butt to gauge one hundred and eight gallons, Winchester measure, to be twenty-six inches broad at the head, and the staves fifty-two inches long, and one inch and one-tenth of an inch thick at the chime, and seven-tenths of an inch thick at the bulge; and that each puncheon be forty-one inches long, twenty-five inches broad at the head, and to gauge seventy-two gallons, Winchester measure, and that the staves be one inch thick at the chime, and seven-tenths of an inch thick at the bulge; and that each cask shall be marked with my name at length, with a burnt mark on the head, and on the bulge stave next the bung, that in case the said cask shall appear not to be answerable to the said conditions, a deduction may be made from my bills on discovery, on proof thereof, on the judgment of two able and experienced coopers, of two-thirds of the price I am allowed by this contract for the same, which abatement I do hereby consent may be made by the said commissioners for victualing, or any three of them for the time being; or do otherwise agree to pay the amount thereof to the treasurer of his Majesty's navy, if the said commissioners shall think proper so to direct. And I do also agree and oblige myself to submit to the same abatement, or pay
the

A P P E N D I X, No. 20.

the amount thereof to the treasurer of the navy, in like manner for any cask furnished for water cask, that may appear to have been filled, or sent off to his Majesty's ships with rum, supplied by virtue of this contract, by mine or my agent's privity or consent.

And whereas no new bags or water-casks are to be furnished, but on the most urgent occasions, I am therefore, before I supply any, to receive a warrant from the commander of the ship for that purpose, and a certificate from the signing officers, that all his Majesty's old casks belonging to that ship have been first trimmed and filled up; which order and certificate, together with the purser's receipt, and certificate from the signing officers, that the bags and casks were actually delivered on board the said ship in kind, and that the casks were not filled on coming on board, or designed to be afterwards filled or made use of as rum casks, I am to produce to the said commissioners, and also my own or agent's affidavit, that the said bags and water casks, so supplied, were actually sent on board in kind, and that the casks were not filled with rum when sent off, nor intended or designed to be made use of for rum casks afterwards, to the best of my or his knowledge and belief; and that no money or other consideration was paid or given, or is to be paid or given, to the pursers, or any person or persons on his behalf, or any other person whatever, in lieu of all or any part thereof. And I do also oblige myself, that the casks in which the rum shall be sent on board his Majesty's ships and vessels, shall be equal in goodness to the casks made use of in exporting rum for merchandize from Jamaica to England.

And I do further oblige myself, that no rum shall be supplied on this contract, in any other cask than what shall be numbered, and have the contents of the gallons in each cask marked on the head thereof; and that the beef shall not be delivered in pieces of any other weight than four pounds, nor the pork than of two pounds; and that the said beef and pork shall always hold of such weight, as that every twenty-eight pieces of beef cut for four pound pieces, taken out of the casks as they rise, and the salt shaken off, shall weigh one hundred pounds neat, Avoirdupoize weight; and that every fifty-six pieces of pork, cut for two pound pieces, and taken out of the cask as they rise, and shaken as in the beef, shall weigh one hundred and four pounds neat, Avoirdupoize weight; and that there shall not at any time be put up with the flesh any unusual pieces, such as leg bones, shins of oxen, or the cheeks of hogs, or ox hearts, &c. And I do also oblige myself, that the casks containing the same shall be full bound, and full of pickle.

And I do further oblige myself and engage, that all the provisions that shall be issued on this contract, shall be sent on board his Majesty's ships in kind, and no money or other consideration paid or given in lieu thereof; and that they shall all be good, sound, sweet, and in all respects fit for his Majesty's service; and that the rum shall

A P P E N D I X, No. 20.

shall none of it be less than six months old at the respective times of supplying the same to his Majesty's ships; and the said provisions shall all hold good for four months after the delivery of them on board the respective ships; and in case any part of the said provisions delivered as aforesaid to any of his Majesty's ships or vessels, shall be found defective, and be cast by survey within the time of the said four months warranty, I do hereby consent and agree that it may be lawful for the said commissioners of the victualling; or any three or more of them, or any three or more of any commissioners of the victualling for the time being; to put a stop on; or make abatements out of any bill or bills of mine made out for the said provisions, and signed or unassigned by the said commissioners for payment, to the full value and at the same price as I am allowed for the same, for indemnifying his Majesty; and in case there shall remain no bill or bills to issue, or that the bill or bills so remaining shall not amount unto a sum sufficient to indemnify his Majesty as aforesaid, then I do oblige myself, my heirs, executors, or administrators, to make good the same to his Majesty; and in case any provisions so cast by survey, shall be returned from the ship or ships to any of the agents for victualling his Majesty's navy, the said provisions are to be returned to me, or my order, if I shall think fit to demand the same, or the produce thereof. And the said commissioners do also engage that they will write to the commander in chief of his Majesty's ships at Jamaica, to desire he will please to order the purser of his Majesty's ships victualling there, when any provisions received on this contract shall happen to be condemned by survey, to give me, or my agent at Jamaica, immediate notice thereof, on the ships putting into port there; and they will also give directions to their officers in England to acquaint me, as soon as any provisions condemned upon this contract shall be returned into their custody from any of his Majesty's ships, so that by means thereof I may have the earliest notice of the provisions being cast, and have an opportunity thereby of demanding them, in order to the making the most of them that can be got.

And it is further agreed with the said commissioners, that before I furnish any provisions to any ships, I am to receive a warrant from the commander thereof for so doing, and also a certificate from the signing officers of the ship (which are the captain, or, in his necessary absence, the next commissioned officer, master, and boatswain) setting forth the particular occasion for such provisions being wanting, and the quantity thereof; and upon my producing to the said commissioners the said warrant and certificate, together with the purser's receipt, and a certificate also from the signing officers, of the quantities and species of provisions (expressed in words at length) received, and that the same were delivered on board in kind, and good, and fit for his Majesty's service, together with my own or agent's affidavit, which is to be at the foot, or on the back of the receipt,

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receipt, signed by the purser, that the said provisions (mentioning the same, and quantities, in words at length) were actually delivered on board in kind, as therein expressed, and that I or my agent neither have paid or given, or are to pay or give, the purser, or any person or persons on his behalf, or to any other person whatsoever, any money or other consideration in lieu of all or any part thereof, I am to have bills made out for the same at the prices before-mentioned, and numbered in the course of the victualling, to bear interest at four pounds per cent. per annum, after six months from the dates thereof: and I do oblige myself constantly to take three receipts, signed by the pursers, for provisions supplied on this contract, and to send two of them to the said commissioners. And I do also oblige myself to deliver weekly to the admiral or commander in chief of his Majesty's ships at Jamaica, or when the commanding officer for the time being shall require it, during the continuance of this contract, an abstract of all the provisions remaining in my stores, and likewise an abstract of the several species and quantities of provisions issued to each of his Majesty's ships every week at Jamaica.

And I do further oblige myself, that on application being made to me or my agent, by the pursers of his Majesty's ships and vessels, to supply them with necessary money for their bills, in sterling, on the said commissioners, at thirty days after sight; and it is also agreed with the said commissioners, that they will discharge and pay the said bills when due, upon the following certificate from the captain or commanding officer being transmitted at the foot of each bill; viz.

" This is to certify the commissioners for victualling his Majesty's navy, That _____ months necessary money is due to Mr. _____ purser of his Majesty's ship _____ The _____ under my command, since his last indenting, or being otherwise supplied with necessary money; and that the sum of _____ l. drawn for in this bill does not exceed a proportion of two-thirds for the said time."

And it is hereby understood and agreed by and with the said commissioners, that the aforesaid bills for necessary money are to be for the proportion of two-thirds of what was actually due at the time of drawing the said bills, and not for any necessary money that may become due after the respective dates of the bills.

And I do also engage that my agent for the time being shall communicate a copy of this contract to the captains or commanding officers, and to the pursers of such of his Majesty's ships and vessels as shall from time to time apply to him, in order to peruse the same.

And I do also covenant and agree with the said commissioners, and oblige myself to hire of them, during the continuance of this contract, the dwelling-house and office, together with the twenty

store-houses, and the wharf, and all other the victualling buildings belonging to his Majesty, and the ground thereunto appertaining, at New Greenwich in Jamaica, and to pay three hundred pounds sterling per annum for the same, while this contract shall last. And it is also hereby agreed, that the said commissioners shall cause the said dwelling-house and office, storehouses, wharf, and all other the victualling buildings at the said place, together with the fences to the premises, to be kept, during the continuance of this contract, in good and sufficient tenantable repair, at the expence of his Majesty, unless any of the said storehouses shall, during the term of this contract, be found in so bad a condition as that the said commissioners shall not think it adviseable to repair and keep up the same, in which case it is hereby agreed, that for every store-house which the said commissioners shall not think proper to keep up in tenantable repair, an abatement of ten pounds sterling per annum is to be made from the aforesaid rent of three hundred pounds; or unless the dwelling-house and office shall happen, during the continuance of this contract, to be destroyed by fire, hurricane, or other accident, or so much damaged, as that the said commissioners shall not think proper to rebuild or repair the same, in which case it is hereby agreed, that an abatement of one hundred pounds sterling per annum shall be made from the said rent of three hundred pounds, on account of the said house and office. And I do also oblige myself to pay the aforesaid rent of three hundred pounds sterling (or such part thereof as shall appear due under the condition aforesaid) yearly to the treasurer of his Majesty's navy for the time being, upon notice being given me by the said commissioners for victualling his Majesty's navy for the time being, or any three or more of them, for that purpose. It is hereby further agreed, that when any repairs shall happen to be wanting to the said buildings and premises, a representation thereof is to be made by me, or my agent, to the commander in chief of his Majesty's ships at Jamaica for the time being; and the said commissioners do hereby engage to take such measures, as that, if the said repairs shall appear, upon a survey to be taken by order of such commander in chief for the time being, to be wanted as represented, they shall be done to the premises, agreeable to the conditions of this contract, with all convenient speed.

And for the due performance of every part of this contract, I do bind myself in the penalty of ten thousand pounds, in case of my failure in any part thereof. And I do further oblige myself to procure two able and sufficient persons, such as shall be approved of by the said commissioners, to be bound with me jointly in a bond to his Majesty of ten thousand pounds, for the due and well performance of this contract, which is to commence the eleventh day of December next, and to continue in force for twelve months certain,

A P P E N D I X, No. 19,

tain, and further, until six months warning shall be given on either side for the determination thereof. In testimony whereof, I have hereunto set my hand and seal, the day and year first above written.

Signed, sealed, and delivered,
in the presence of
John Watts,
William Card.

(Copy) JOHN BIGGEN.
John Watts.

MEMORANDUM,

Whereas, by the foregoing contract, no beef or pork is to be issued in pieces of any other weight than four or two pounds. It is nevertheless agreed, in regard the ships at Jamaica are often victualled with Irish flesh, which does not always happen to be cut into pieces of those weights, that the aforesaid clause, with regard to four and two pound pieces, is to be dispensed with, in case of necessity, provided the seamen have their due allowance.

(Copy) John Watts.

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No. 20.

TENDERS for victualling his Majesty's Ships at JAMAICA.

Proportion of Provisions for 100 Men, 7 Days.	Mr. Simon McKenzie.			Mr. Robert Hunter.			Mr. John Biggin.		
	s.	d.	Amounts to	s.	d.	Amounts to	s.	d.	Amounts to
Bread	24	10	7	—	—	—	15	6	4
Rum	4	15	8	20	—	6	4	4	9
Beef	—	—	—	3	2	6	8	3	3
Pork	—	—	—	1	—	5	—	—	2
Pease	—	—	—	8	—	6	8	—	5
Oatmeal	3	—	—	—	—	—	—	—	3
Butter, for Butter and Cheese, 75 lbs.	3	—	—	3	—	—	—	—	—
Vinegar	—	—	—	—	—	—	—	—	—
Necessary Money	—	—	—	—	—	—	—	—	—
			£ 28			£ 27			£ 26
			4			10			7
			9½			8½			9½

} Mr. Simon McKenzie } 6 '68 }
 } Mr. Robert Hunter } 9 44 } per Man a Day.
 } Mr. John Biggin } 9 04 }

(COPY.)

John Watts.

A P P E N D I X, N^o 22,

No. 22.

Victualling Office, } An ACCOUNT of the Quantities of Rum
 12th May, 1778. } bought by the Commissioners of the Victual-
 ling, to be delivered at *London, Portsmouth,*
 and *Plymouth*, with the prices thereof:

Dates.	Quantities bought. <small>Gallons.</small>	Of whom bought.	At what Port delivered,	Price per Gal.
J A M A I C A.				
1775.				<i>s. d.</i>
30th August	10,000	Messrs. Timson and Jones	London	2 3
22 September	20,000	Ditto	Ditto	2 2
19 November	40,000	Ditto	Ditto	2 2
15 December	40,000	Mr. Richard Shaw	Ditto	2 5½
1776.				
15 January	74,091	Ditto	Ditto	3 3½
Ditto	43,909	Ditto	Portsmouth	3 3½
Ditto	45,000	Messrs. Timson and Jones	London	3 3½
Ditto	45,000	Ditto	Plymouth	3 3½
2 February	28,000	Mr. Richard Shaw	London	3 3½
W E S T I N D I A.				
16 Ditto	15,000	Messrs. Pitches and Wilson	Ditto	3 8
26 Ditto	1,500	Messrs. Cope and Smith	Ditto	3 8
28 Ditto	5,000	Messrs. Pitches and Wilson	Ditto	3 8
1 March	7,500	Messrs. Steele, Gray, and Son	Ditto	3 8
11 Ditto	5,000	Messrs. Pitches and Wilson	Ditto	3 8
11 Ditto	2,000	Messrs. Cope and Smith	Ditto	3 8
15 Ditto	5,000	Messrs. Pitches and Wilson	Ditto	3 8
18 Ditto	2,000	Messrs. Cope and Smith	Ditto	3 8
20 Ditto	2,000	Mr. Timothy Yates	Ditto	3 8
21 Ditto	10,000	Messrs. Pitches and Wilson	Ditto	4 6
25 Ditto	5,000	Ditto	Ditto	4 6
5 April	91,000	Mr. Richard Shaw	Ditto	4 —
13 May	7,000	Messrs. Pitches and Wilson	Ditto	3 3
20 Ditto	2,000	Mr. John Cowell	Ditto	2 11
20 Ditto	30,000	Messrs. Pitches and Wilson	Ditto	2 11
20 Ditto	12,000	Messrs. Timson and Jones	Ditto	2 11
20 Ditto	37,000	Messrs. Mills and Son	Ditto	2 11
20 Ditto	10,000	Messrs. Steele, Gray, and Son	Ditto	2 11
28 June	10,000	Fabrot Geering	Ditto	1 7½
28 Ditto	50,000	Messrs. Arbouin and Mills	Ditto	1 7½
28 Ditto	31,000	Messrs. Timson and Jones	Ditto	1 7½
6 December	10,000	John Cowell	Ditto	2 1
6 Ditto	2,000	Mr. Matthew Arbouin	Ditto	2 1
6 Ditto	12,000	Messrs. Steele, Gray, and Son	Ditto	2 8

A P P E N D I X, N^o 23.

Dates.	Quantities bought Gallons.	Of whom bought.	At what Port delivered.	Price per Gal.
6 December	10,000	Mr. Fabrot Geering	London	2 1
23 Ditto	40,000	Messrs. Timfon and Jones	Ditto	2 3½
23 Ditto	10,000	Mr. John Cowell	Ditto	2 3½
23 Ditto	10,000	Mr. Matthew Arbouin	Ditto	2 3½
30 Ditto	6,000	Messrs. Steele, Gray, and Son	Ditto	2 3½
1777.				
12 March	6,000	Mr. John Evans	Ditto	2 3½
19 Ditto	40,000	Messrs. Pitches and Wilson	Ditto	2 5½
19 Ditto	54,000	Messrs. Timfon and Jones	Ditto	2 5½
12 May	35,000	Mr. Richard Shaw	Portsmouth	2 2½
12 Ditto	35,000	Ditto	Plymouth	2 2½
12 Ditto	80,000	Mr. Samuel Hallydey	London	2 1½
1 October	5,000	Mr Richard Shaw	Portsmouth	2 3½
1 Ditto	3,000	Ditto	Plymouth	2 2½
7 November	40,000	Messrs. Mills and Son	Portsmouth	2 8½
7 Ditto	20,000	Ditto	Plymouth	2 10
7 Ditto	20,000	Ditto	London	2 3
13 December	20,000	Messrs. Steele, Gray, and Son	Portsmouth	2 8½
19 Ditto	6,000	Mr. John Evans	London	2 5
19 Ditto	10,000	Messrs. Steele, Gray, and Son	Ditto	2 5
19 Ditto	4,000	Mr. Timothy Yates	Ditto	2 5
22 Ditto	92,000	Mr. John Clerk	Ditto	2 9½
1778.				
23 February	5,000	Mr. William Dormor	Ditto	2 8½
23 Ditto	10,000	Mr. Elias Hibbs	Ditto	2 8½
4 March	15,000	Mr. Joseph Starling	Ditto	2 10½

No. 23.

Copy of Mr. Blackburn's Proposals to furnish Rum for the Use of the Forces in North America.

S I R,

In pursuance of your kind intimation to me on yesterday, that there would be a demand of West India Rum for the use of his Majesty's Forces in America, I beg you will do me the favour of laying my proposals before their Lordships, for supplying the whole or any part of such rum, at the rate of three shillings per gallon, delivered in proper casks, to such persons in North America as the commander in chief of his Majesty's forces shall think proper to appoint to receive the same. I have the honor to be,

S I R,

Scots Yard,
Friday, 9th Feb. 1776.

Your faithful and obliged humble Servant,

JOHN BLACKBURNE,

John Robinson, Esquire.

of Rum
Portsmouth,
proof:

Price
per
Gal.

1. d.
2 3
2 2
2 2
2 5½
3 3½
3 3½
3 3½
3 3½
3 3½
3 8
3 8
3 8
3 8
3 8
3 8
3 8
3 8
4 6
4 6
4 6
3 3
2 11
2 11
2 11
2 11
2 11
1 7½
1 7½
1 7½
2 1
2 1
2 1

No. 24.

(COPY) *Switthin-Lane, 21 February, 1776,
Proposals from James Bogle French, Esquire, to supply 100,000 Gal-
lons of Rum for the Use of the Forces in North-America.*

S I R,

I have now procured a ship, and can contract to deliver the army in America 100,000 gallons or 1000 puncheons of the finest Grenada rum, at 4s. 6d. sterling per gallon. This rum is 25 per cent. better than the common West-India rum, for flavour and strength, being London proof. I ask but sixpence a gallon more than the present navy contract; and when the great expence of shipping, insurance, factorage, and casks, are taken into consideration, it will not, I trust, appear too high to their lordships; if it should, I am ready to execute it upon any commission their lordships please.

I remain very respectfully, Sir, your most obedient servant,

JAMES BOGLE FRENCH.

John Robinson, Esquire.

No. 25.

Copy of the Proposals of Richard Atkinson, Esquire, for furnishing Jamaica Rum for the Use of the Forces in North-America.—London, 7th March, 1776.

S I R,

I request the favour of you to lay before the right honourable the lords commissioners of his Majesty's treasury, the tender I now beg leave to make, of supplying (in addition to what was ordered last September) 100,000 gallons, or such further quantity as shall be required, of full-proof Jamaica rum, to be delivered in good casks, free of all charges, at any port or ports in North-America, at 5s. 3d. sterling per gallon, payable here upon producing the receipts or other certificates of delivery from the proper officer appointed to receive the rum in America; understanding that I am to be at liberty to reduce in America, before delivery, such very strong rum as may be sent, to the standard proof. I am, &c. &c.

RICHARD ATKINSON.

John Robinson, Esquire.

No. 26.

(COPY.)

Letter from Mr. Bogle French, relative to his proposals for serving the Army in North-America with rum, dated 13th February, 1776.

James Bogle French presents respectful compliments to Mr. Robinson, and begs leave to say he will deliver the rum to the army on as good conditions as any man can do, none having it more in their power than his friends at Grenada. And if my Lord North will favour Mr. French with the contract, he will produce an accurate account of the expences, truly authenticated, on which Mr. French does not wish to get one shilling.—If Mr. Robinson will allow Mr.

French

A P P E N D I X, No. 27, 28.

French to wait upon him, and will point out any other mode more precise or desirable, he will readily adopt it.

*Swithin-Lane,
13th February, 1776.*

No. 27.

(COPY.)

Letter from Mr. Blackburn, relative to his Proposals for supplying Rum for the Use of the Forces in North-America.

Mr. Blackburn presents his respectful compliments to Mr. Robinson, and begs to know, if the lords of the treasury have accepted of his proposals for supplying rum from Antigua, and the other Leeward-Islands, to his Majesty's forces in North-America.

Mr. Blackburn having a ship bound to Antigua, which will sail this evening, is the reason why he causes this interruption to Mr. Robinson, as he is desirous of writing by this conveyance, to prepare the rum for shipping, so soon as he knows their lordships pleasure, and the quantity which will be wanted; which, he flatters himself, will be sufficient to load a ship. He is fearful of giving trouble to Mr. Robinson, otherwise he would have waited on him in person, to know if their lordships have agreed upon the number of men to be victualled in West-Florida; though Mr. Blackburn had provided for 1000 men for 9 months, in consequence of the conversation which he was honoured with by their lordships upon the subject

*Scots-Yard,
Thursday, 22d February, 1776.*

No. 28.

Copy of a Letter from Mr. Davison to Mr. Robinson, dated 23d February, 1776.

S I R,

I now take the liberty of sending you my sentiments respecting the subject matter of our business we conversed upon, some time since, relative to the furnishing of Jamaica rum for the use of our forces destined this year for Canada and the ports of America.

I cannot, I think, with safety to myself, count upon a less price (for rum to be delivered in Jamaica) than 3s. 8d. or 3s. 9d. per gallon, sterling. At a lower price, I apprehend, it would be a disagreeable risk: And my proposals should be, to ship on board any ship or vessels government may provide, either from Kingston, or the north part of the island, as we may be able to procure it, in the month of May, June, and July, or better if June, July, and August, the quantity wanted, by equal proportions, to be approved of by any officer appointed by government there; and upon such approval, to receive bills on the treasury, at 60 days sight. Contracts are seldom furnished at less than the current price; at present, therefore, they could not be supplied with this article, at less than 4s. per gallon.

O

A P P E N D I X, No. 29.

gallon. The many advantages that would arise to government, by agreeing to the before-mentioned proposals, are these: First, a saving of 3d. per gallon; and this upon 3s. 9d. is near 7 per cent. which, on a large quantity, may prove a considerable sum. Secondly, They would be supplied in America two or three months sooner than on the present plan. And again, they would not pay for it so soon, from 4 to 6 months. Here it is a ready-money article, and must be paid for on delivery: On this plan, supposing a ship was sailing from Jamaica with these rums for Canada, or other parts of America, and by conveyances that might fail about the same time, the bills were to be sent home; allowing, at the shortest, two months passage, and two for them to run when accepted, it would be four months before the contractor would be in cash; which is equal to near two per cent. more. Should government choose to send the whole quantity by one conveyance or two, it would not be objected to, only that the time allowed should be sufficient.

Should government expect and determine that these rums should be carried and landed in Canada, and other ports of America, at the expence and risque of the contractor, in such case an additional price must be given.

I should be happy in the honor of waiting on Mr. Robinson at any hour or time he may be pleased to appoint, should that gentleman be of opinion, that what I have now transmitted him may be worthy future attention.—The honor of a line, in answer, will very much oblige, S I R,

Wimpole-street, Your most obedient and
23d February, 1776, most humble servant,

THOMAS DAVISON.

John Robinson, Esquire.

No. 29.

Copy of a Letter from Mr. Thomas Davison, to Mr. Robinson, with Proposals for supplying Rum to the Troops in America.

London, 27th March, 1776.

	£.	s.	d.	
Original price supposed in Jamaica	—	—	3	9 per gallon.
Freight from thence to America	—	—	0	6 Ditto
Insurance, &c.	—	—	0	5 Ditto
Insurance, at £.11 per cent	—	—	0	5 Ditto
Ditto on the ship, &c.	—	—	0	3 Ditto
	— 5 4			Ditto

The calculation of three pence per gallon, on account of the insurance on the ship, is thus produced: In time of peace, from the 12th of January to the 25th of July, 4 per cent. is given for insurance. On this risque, 11 must be given, as it cannot be expected that the owners of the ships will pay that advance premium for less than that sum.

Wimpole,

S I R,

Wimpole-street, 27th March, 1776,

In compliance to the request you was pleased to make yesterday, respecting the terms offered or proposed on my part, of landing in America full-proof Jamaica rums for the use of his Majesty's troops, Mr. Davison begs leave to lay before Mr. Robinson the above state, which, he apprehends, cannot be undertaken upon less or more reasonable terms. I am, Sir, very respectfully,

Your most obedient Servant,

John Robinson, Esq.

THOMAS DAVISON.

No. 30.

Whitehall Treasury Chambers, 27th March, 1776.

Present. Lord North, Mr. Townshend, Mr. Cornwall.

My Lords take into consideration an offer from Sir James Cockburne, Bart. to furnish and deliver to the army in America 100,000 gallons of Grenada rum, on the same terms with Mr. French.

My lords agree with Sir James Cockburne for supplying 100,000 gallons of rum from Grenada, St. Vincent's, Dominica, and Tobago, to be delivered to the troops in America at the following prices, viz.

Grenada, 4s. per gallon. St. Vincent's, Dominica, and Tobago, 3s. 6d. per gallon.

My lords take into consideration an offer from Thomas Burfoot, merchant, to furnish and deliver to the army in America 100,000 gallons of Barbadoes rum, on the same terms as Sir James Cockburne.

My lords agree with Mr. Burfoot for supplying 100,000 gallons of rum from Barbadoes, at 3s. per gallon, to be delivered to the troops in America.

Read letters from Mr. Davison of the 23d February, and of this day.

Read letters from Richard Atkinson, merchant, dated the 7th of March, 1776, offering to supply (in addition to what was ordered in September) 100,000 gallons, or such further quantity as shall be required, of full-proof Jamaica rum, to be delivered in good casks, at any ports in North America, at 5s. 3d. per gallon, payable here upon certificate of delivery.

My lords agree with Mr. Atkinson for supplying 100,000 gallons of rum from Jamaica, at 5s. 3d. per gallon, to be delivered to the troops in America.

My lords resume the consideration of their minute of the 23d of February last, wherein they agree with Mr. French for 100,000 gallons of rum from the islands of Grenada, St. Vincent's, Dominica, and Tobago, and with Mr. Blackburne, for 100,000 gallons of rum from the other Leeward Islands.

Write to Sir James Cockburne and Mr. French, that their respective quantities of 100,000 gallons each, are to be purchased at the islands of Grenada, St. Vincent's, Dominica, and Tobago, as

nearly as may be in proportion to the respective produce of those islands.

Write to Mr. Blackburn, that the quantity of 100,000 gallons to be supplied by him, is to be purchased in the islands of Antigua, St. Kitts, Montserrat, and Nevis, as near as may be in proportion to the respective produce of those islands.

Write to all the contractors for rum, that one fourth part of the whole is to be delivered to the order of General Carleton, or the commander in chief for the time being at Quebec, and the remainder to the order of General Howe, or the commander in chief for the time being at Boston.

Write to all the contractors for rum, that their lordships have had instruments prepared, to be sent to General Carleton and General Howe, whereby the proof for strength of the rum delivered from each island respectively, according to the usual and proper proof and strength of each island, will be tried; and acquaint them that no rum will be received, but what is proof according to such instruments; and that they may, if they think fit, have duplicates of the said instruments for their government in supplying the rum, and may also, if they think fit, attend and compare such duplicates with the originals.

Whitehall,

No. 31.

London, 2d May, 1776.

(Copy)
Contract with Richard Atkinson, Esq. for furnishing 100,000 Gallons of Rum for the Use of the Forces in America.

Articles of Agreement indented, made, and concluded this 2d Day of May, 1776, in the Sixteenth Year of the Reign of our Sovereign Lord George the Third, by the Grace of God King of Great-Britain, France, and Ireland, Defender of the Faith, &c. by and between the Right Honourable the Lords Commissioners of His Majesty's Treasury, on the Part and Behalf of His Majesty, of the one Part; and Richard Atkinson, Esquire, of the other Part.

Whereas it is thought necessary that a contract should be entered into with some fit and responsible person, for furnishing a quantity of rum for the use of his Majesty's forces on service in America, such rum to be delivered at such places, and to such persons in America, as the said lords commissioners shall appoint: and whereas Richard Atkinson has proposed to furnish and deliver to the army in America 100,000 gallons of rum, the produce of the island of Jamaica, at the rate of 5s. 3d. sterling per gallon, under proper and due certificates from the officers of his Majesty's customs of the said island, which said proposals the lords commissioners of his Majesty's treasury, have, on the part and behalf of his Majesty, thought fit to accept: Now this indenture witnesseth, That the said Richard Atkinson doth for himself, his executors, administrators, and assigns,

signs, agree with the said lords commissioners, that he the said Richard Atkinson, pursuant to the said recited proposal, and according to the terms and restrictions above mentioned, shall and will deliver, clear of all charges and expences, at such places and to such persons in America, as the said lords commissioners of his Majesty's treasury shall please to appoint to receive the same, for the service of the said troops there, 100,000 gallons of rum; of the usual and proper proof and strength of the said island, according to an instrument sent to the commander in chief, for ascertaining the proof and strength thereof, a duplicate of which instrument the said Richard Atkinson doth hereby acknowledge to have received for his use; and the said lords commissioners, on the part and behalf of his Majesty, do covenant, promise, and agree, that upon the said Richard Atkinson, his executors, administrators, or assigns, producing a certificate or certificates signed by the officer commanding his Majesty's troops at the port of importation, or commissary of stores, or deputy or assistant commissary of stores there, or by such other person or persons as shall be authorized to receive the said rum, and to sign such certificate or certificates (which certificate or certificates are to specify the quantity of rum delivered, and to have annexed thereto the certificate or clearance of the officers of the customs of the said island of Jamaica from whence exported, or an attested copy thereof, and shall also specify that the same was of the usual and proper proof and strength of the said island, according to the said instrument) they the said commissioners of his Majesty's treasury shall and will direct and cause to be paid unto the said Richard Atkinson, his executors, administrators, or assigns, all such sums of money as shall appear to be justly and truly due unto the said Richard Atkinson, according to such prices; and to the rates aforesaid, agreeably to the said recited proposal, for the several quantities of rum so delivered and certified for as aforesaid. And the said lords commissioners do likewise covenant and agree, that they will bear harmless and indemnify the said Richard Atkinson, his executors, administrators, and assigns, from the payment of any custom-house duties for or upon any of the said quantities of rum to be delivered pursuant to this contract.

Lastly, it is covenanted and agreed between the parties to these presents, that the said lords commissioners of his Majesty's treasury, or any of them, shall not be liable in their persons or estates to any action whatsoever, by reason or means of their being, on his Majesty's behalf, made parties to this contract. In witness whereof, &c. &c.

NORTH, C. TOWNSHEND, C. VV. CORNWALL.

N. B. The like contract, in the terms of the above, was entered into with James Bogle French, Esquire, for 100,000 gallons of rum, the produce of the islands of Grenada, St. Vincent's, Dominica, and Tobago, at 4s. sterling per gallon for the rum exported from

A P P E N D I X, No. 32.

from Grenada, and at 3s. 6d. sterling per gallon for the other islands.

The like contract, in the said terms, was entered into with Sir James Cockburne, Baronet, for 100,000 gallons of rum, the produce of Grenada, St. Vincent's, Dominica, and Tobago, at 4s. sterling per gallon for the Grenada rum, and 3s. 6d. for the other islands.

The like contract, in the said terms, was entered into with John Blackburn, Esquire, for 100,000 gallons of rum, the produce of the islands of Antigua, St. Kitt's, Montserrat, and Nevis, at 3s. sterling per gallon.

The like contract, in the said terms, was entered into with Thomas Burfoot, Esquire, for 100,000 gallons of Barbadoes rum, at 3s. sterling per gallon.

No. 32.

(C O P Y)

5 July, 1777.

Letter from Mr. Crichton to Lord North, desiring some Papers may be laid before the Referees on Mr. Atkinson's Rum Contract; with Mr. Robinson's Answer to the same.

Mr. Crichton presents his respectful compliments to Lord North, and begs the favour of his lordship to order the following accounts to be made out, and sent him, being necessary information touching the reference of the rum contract.

These accounts cannot be made out, for the materials are not in England—they can only be prepared from the custom-house books, when they are received from the islands, and from the custom-house books of the several ports in the different colonies in America. Such books, it is believed, have not been duly returned hither. With much difficulty an extract was made from the returns that could be got of the exports in 1773, from which the card, copy of which is inclosed, was made, and from which the datum was taken for regulating the quantities ordered from each island. If such books and returns were here, it would take proper persons at the customs three months, or more, to extract and prepare such accounts.

Account of the quantities of rum exported from the West-Indies to North-America, for the years 1773, 1774, and 1775, distinguishing each year, each island whence exported, and each colony into which imported.

The like account of rum exported from the West-Indies to Great-Britain, for the said three years.

The like account of rum exported from the West-Indies to Ireland, for the said three years.

The

The navy were not supplied with rum till 1776. The mode which is now followed, of taking it out of the bonded warehouse, was first begun in that year, and the quantity since then so taken out, as far as appears to the treasury, has been,

In 1776—648,066 gallons.
In 1777—139,638 ditto.

This appears by the papers already sent. However, to answer this inquiry, it was

In 1775—100,000 gallons.
In 1776—500,000 ditto.

It is impossible to make out these accounts, without the examination of every one of the books of the King's ships, who have been on the North American station in these years; or for the army, without an inspection of all the commissaries accounts; which cannot be had.

Nor can this account be made out, without the custom-house books of the several ports of the West-India islands, and of Nova Scotia and Canada, which cannot be had.

The above accounts, or such of them as can be furnished, and any others of a similar nature, that may appear necessary to Lord North, Mr. Crichton should be glad to receive as soon as they can conveniently be made out, the referees being to meet on Thursday next, in order to finish the business.

*Brabant Court, Philipot Lane,
Saturday, 5th July, 1777.*

Account of the quantities of rum contracted for by the commissioners of victualling, to be delivered out of the bonded warehouses in London, for the year 1773, 1774, 1775, and 1776, distinguishing each year.

Account of the quantities of rum contracted for, or commissioned, by the lords of the treasury, for the use of the army in North America, for the years 1775 and 1776.

Account of the quantities of rum (if any) purchased by Lord and General Howe, for the use of the navy and army in North America; and also by their predecessors in the command, for the years 1775 and 1776.

Account of the quantities of rum delivered at Halifax, for the use of the navy, for the years 1773, 1774, 1775, and 1776, distinguishing each year.

Account of the quantities of rum exported from the West-Indies to Nova-Scotia and Canada, for the year 1776, exclusive of the quantities contracted for and delivered for the use of the navy and army in those two provinces.

No. 33.

(COPY.)

Account of Rum exported from the West-Indies to North-America, in 1773.

From	Puncheons	Puncheons.
Jamaica	—	7,935
Barbadoes	—	7,760
Antigua	1,458	
St. Kitt's	2,468	
Nevis	2,021	
Montserrat	1,201	
Tortola	1,100	
		8,248
Grenada	5,604	
Dominica	862	
Tobago	420	
St. Vincent's	1,436	
		8,322

No. 34.

32,265

Copy of a Letter from Richard Atkinson to the Referees, with their Minute in Answer.—July 18th, 1777.

GENTLEMEN,

Having been favoured with a cursory perusal, at the treasury, of your report on the rum contract, I beg leave to return you my hearty thanks for the trouble you have taken therein, and shall consider myself as highly obliged by your making a small addition thereto, authenticating the following matters of fact, which I apprehend to be incontestable; viz.

That I have proved to you by the policies of insurance. that of 1,126 puncheons of rum shipped under the contract, 826 were insured at the rate of 15 guineas per cent. and 100 more at 25 guineas per cent.

That I have proved to you by the certificate of Mr. Colin Mackenzie (a broker of eminence, and worthy of credit) that although the utmost diligence was used from the time of receiving advice of her destination, yet it was impracticable to obtain further insurance on the ship Hero, by which means the remaining 200 puncheons (compleating the above number of 1,126) were taken without insurance. I have the honor to be, with great truth and respect,

Gentlemen, your most obedient humble servant,

London, July 17th, 1777.

RICHARD ATKINSON.

*Beeston Long, Richard Neave,
Richard Glover, and Wm.
Crichton, Esquires.*

In

34.

A P P E N D I X, No. 35.

In compliance with the within request, we return to Mr. Atkinson the policies of insurance within mentioned, together with Mr. Mackenzie's certificate, and sundry other original papers which had been produced to us.

London, 18th July, 1777.

Beefton Long,
Rich. Neave,
R. Glover,
Wm. Crichton.

Received, London, July 18th, 1777, the above-mentioned papers,
RICHARD ATKINSON.

No. 35.

(COPY.)

Letter from Richard Atkinson, relative to the Estimate made on Insurances by the Referees on his Rum Contract.

MY LORDS,

London, 15th August, 1777.

There being some points in the report of the referees on my contract, on which they may appear not to be explicit, I beg permission to lay before your lordships a few observations tending to illustrate the same.

1st. The rate of insurance, at 13 guineas per cent. can be no other than the rate at which, in their opinion, the insurances on such ships as were then in a situation capable of being insured, might have been made at the time of entering into the contract; as well because the report does not profess to treat of the prices of any thing at any other time, as because it is evidently grounded on the price of insurance proved to have been at that time current, by policies produced to them, and is inconsistent with the most positive evidence laid before them, in the policies since produced to your lordships, that the lowest subsequent rate was fifteen guineas per cent.

2d. The insurance is clearly computed on the cost and charges in Jamaica, adding thereto only the premium of insurance, and the half per cent. brokerage payable on the recovery of all losses; on which three sums, the premium at 13 guineas per cent amounts to within $\frac{1}{10}$ parts of a penny of what they allow—A fraction, whether left to pay the expence of the policies, or howsoever otherwise, is quite beneath calculation.

3d. As to the unexpected events which could not be foreseen or allowed for,—no doubt there are many, which every contractor, not meaning to ruin himself, must take into his estimate—Such as short crops in Jamaica, combinations against him, negligence of agents, misconduct of masters of ships, want of supply of lumber, which, according to the public opinions of some of the referees, was likely to have raised the price of puncheons to three or four times more than they have allowed, long detention, and consequent leakage and expences in following the army from port to port in America, but above all, that imminent danger inseparable from the nature of the undertaking,

P

America,
Puncheons.

7,935
7,760

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In

A P P E N D I X, No. 36.

taking, by which so heavy a loss has been actually sustained, the danger of uninfurable risks.

I have the honor to be, &c.

RICHARD ATKINSON.

No. 36.

London, 14th October, 1776

Invoice of 849 puncheons of Jamaica rum, and 95 hogheads of melasses, delivered by order of the right honourable the lords commissioners of his Majesty's treasury, by the agents of Mure, Son, and Atkinson, according to their tender of the 8th September, 1775, to his excellency General Howe, for the use of his Majesty's forces in America.

Per Fame, 342 puncheons, containing	gallons	
		37,529 as per certificate
Per Price frigate, 507 ditto, — —		54,937 ditto

gallons 92,466; which with the

allowance stipulated of 10 per cent. for leakage, as customary, are equal to 102,740 gallons in Jamaica, at the navy price of 4s. 4d. per gallon		£.22,260 6
Freight of 92,466 gallons, at 6d. — — —		2,311 13
Insurance of £. 25,600, at 4 per cent. — — —		1,024 0

Melasses, 14 hogheads, containing 1,404, per certificate	gallons	
81 ditto — — —		8,147 ditto
	gallons 9,551 at 2s. per	955 2

gallon, including casks, freight, insurance, and all other charges		
Demorage of the ships, per certificates; viz. Fame, 189 tons, 2 months, and 8 days, at 11s. per ton per month, being the rate of hire at that time paid		235 12
Price frigate, 312 tons, 2 months and 6 days, at ditto		377 10

£.27,164 4

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 London,
 January,

A P P E N D I X, No. 37;

No. 37.

Copy of Deposition of Captain Daniel Cornell, of the Snow Peggy, relating to the Rum shipped on board the said Ship at Barbadoes, for Quebec, 21st January, 1777.

The Right Honourable the Lords Commissioners of his Majesty's Treasury.

MY LORDS,

Having already taken the liberty to represent to your lordships the particulars of the state of a cargo of rum, shipped by me at Barbadoes, on board the Peggy, Captain Daniel Cornell, for Quebec, by which a leakage appears to have happened from the delay occasioned by ordering the vessel to proceed with the greatest part of her cargo to Sorell, instead of unloading it at Quebec, as stipulated by the condition of a contract entered into with your lordships; and that afterwards, for want of officers properly qualified residing at Sorell, where it was thought expedient for the accommodation of the army to direct the said rum to be discharged, it was found impracticable to obtain such certificates of the real deficiency as are required by the contract.

I now beg leave to acquaint your lordships, that Captain Cornell being since arrived here, I have, for your lordships further satisfaction, procured from him such proofs on oath, as I flatter myself will serve to corroborate the facts alledged before, as above alluded to; and, in order that the leakage might be ascertained with the greatest exactness possible, the dry inches taken by Captain Cornell at Sorell have been reduced into gallons by an experienced gauger here, whose declaration also I beg leave to add.

With these vouchers, I presume again to solicit your lordships; requesting that you will be pleased to take into your consideration the impossibility (under the circumstances of this case) of ever being furnished with more authentic documents; and that you will be pleased to order an imprest for the ballance of the annexed account, making such allowance as to your lordships may seem reasonable for the extraordinary leakage that happened between Quebec, where the rum ought by contract to have been unloaded, and Sorell, where, by directions of the commander in chief for the time being, it actually was unloaded. I am, My Lords,

London, 21st
January, 1777.

Your lordships most obedient, humble servant,
THOMAS BURFOOT.

P 2

London,

APPEN

APPENDIX, No 37.

190	113	2	4	181	115	3	41	91	107131	41	82	110	3	44	20	109	2		4
93	102	3	101	20	2021	91		20	2212	101	20	2206		83	20	2188			87
134	115	3																	
117	114	3																	
221	112	3																	
147	111	4																	
154	106	3	4	7	92	111	3	68	111	3	4	15	110	5	10	34	109	3	4
177	116	3	4	123	111	3	4	75	117	3	4	18	108	3	4	136	109	3	4
163	114	5	4	128	108	3	4	73	113	3	4	19	105	4	7	137	111	3	4
157	107	3	4	130	110	3	4	77	116	3	4	24	108	3	4	215	110	11	34
223	121	5	17	125	113	3	4	67	112	3	4	35	111	4	7	140	112	12	40
166	106	4	4	129	108	3	4	63	113	3	4	33	106	4	7		662		92
162	108	4	4	122	110	3	4	79	110	3	4	32	112	3	4				101
100	103	3	4	95	108	3	4	47	110	3	4	32	110	11	34	20	2215		101
108	116	4	17	86	110	3	4	80	110	8	21	9	108	3	4	20	2202		91
178	114	3	17	94	108	2	2	74	113	3	4	10	103	4	49	20	2212		101
237	107	9	4	81	105	2	2	71	102	4	7	12	106	4	2	20	2206		88
132	104	3	4	98	106	3	4	61	114	2	2	33	110	4	7	20	2188		87
116	110	6	2	69	115	3	4	52	105	3	4	38	108	3	4	18	1962		143
222	116	4	4	78	101	3	4	62	104	3	4	36	108	3	4	20	2181		143
112	110	4	4	106	111	9	26	88	111	2	2	27	108	4	7	20	2211		131
196	115	4	2	206	104	3	4	58	107	4	7	204	109	2	2	20	2157		187
153	110	4	2	115	107	3	4	43	104	3	4	218	101	4	2		Gallons.		187
213	101	2		207	114	6	13	54	109	3	4	32	110	3	4				114
105	110	4		207	114	6	13	72	114	9	26	84	101	4	7	184	20	198	
224	112	4						20	2211		131	20	2157		187				
118	111	4		143	20	2181	115												
101	111	5																	
103	112	5																	
139	112	5																	
109	112	3																	
119	111	4																	
120	112	3																	
111	108	6																	
155	113	7																	
183	112	4																	
236	112	4																	
164	112	4																	
249	108	3																	
241	110	5																	
66	7308	268																	

I, Richard Fenton, one of the gaugers in the port of London, having been requested by Mr. Thomas Burfoot, to ascertain the loss of liquor in 184 puncheons of rum, arising from a certain number of dry inches in each cask, have, according to the usual practice, and to the extent of my knowledge, from the materials laid before me, calculated the same, of which the above is a copy; and find the total deficiency to be 114½ gallons.

RICHARD FENTON.

20th January 1777.

Gallons wanting, delivered at Quebec.

Daniel Cornell, master of the Snow Peggy, maketh oath and faith, That on the 29th day of September, 1776, he arrived in the said vessel at Quebec, with a cargo of rum from Barbadoes, on account of Mr. Thomas Burfoot, for the use of the army in Canada,

On his arrival, he made application to Mr. Cramahé, then commanding officer at that place, for directions to unload; from whom he received orders to lighten his vessel, which he did by unloading sixty-six puncheons, and then, by the same authority, proceeded with the remainder to Sorell: That the sixty-six puncheons discharged at Quebec were proved, coopered, and gauged, by one of his Majesty's gaugers appointed by Mr. Drummond, deputy commissary general, and were found perfectly satisfactory, and in point of proof declared by the said gauger to exceed the limited standard: That on his arrival at Sorell, upwards of forty leagues above Quebec, he could not, during the absence of Mr. Day, the commissary general, procure an order for discharging his cargo, for want of stores; that when he received orders to unload, he repeatedly applied for a gauger to ascertain the leakage, but on being informed, both by Mr. Day, and his deputy Mr. Drewry, that there was not any in the place, or a possibility of procuring one, he the said Daniel Cornell, as the only expedient he could devise, took, with the assistance of his mate, the deficient or dry inches of each cask, the foregoing account of which, as well as of the gaugers of the sixty-six puncheons, taken at Quebec, this deponent, to the best of his knowledge, verily believes to be just and true: That he made application to Mr. Drummond, at Quebec, for an attested certificate of the gauges and proof of the sixty-six puncheons discharged there, by whom he was told, that Mr. Day's receipt was sufficient: That this deponent arrived with his said vessel at Quebec, on the 29th September, 1776, and sailed from thence for Sorell, the 9th of October, 1776; that he arrived at Sorell the 26th of the said month, and returned again to Quebec the 14th of November, 1776, by which deviation and detention the freight becomes liable for twenty-two days demurrage, making, at £. 3 per day, £. 66. This deponent also saith, That the leakage of the said rum was considerably augmented by that delay; that he very believes, if it all had been discharged at Quebec, the deficiency would have been less in proportion than the sixty-six puncheons unloaded there, the ground tier, consisting of eighty puncheons, having been secured with iron hoops.

And this deponent further saith, That none of the casks discharged at Sorell were re-coopered on their delivery, so as to prevent a further leakage.

Sworn before me, at Guildhall, London, }
the 20th January, 1777.

Robert Peckham.

DAN. CORNELL.

No. 38.
 Drs. The Right Honourable the Lords Commissioners of his Majesty's Treasury, with *Thomas Burfoot*,
 Stated Account of Rum shipped on Board the Ship *Peggy*, at *Barbadoes*, for *Quebec*. Crs.

Sept. 29.	To 250 Funchons of Rum, shipped at Barbadoes, on Board the <i>Peggy</i> , Capt. Cornell, containing, as per Invoice, 27,503 $\frac{1}{4}$ Gallons	3000	0	0
	Leakage of 66 Funchons discharged at Quebec, as per Account	980	2	9
	Ditto of 184 ditto, discharged at Sorell, as per Account,			
	1409 $\frac{1}{2}$			
	To 22 Days Demurrage of the Ship <i>Peggy</i> , at 60s. per Day	3914	2	9
	26094 $\frac{1}{2}$ s. 3s.	66	0	0
	To Balance of the above Account, due to <i>Thomas Burfoot</i>	3980	2	9
1777. Jan. 21st.	To Allowance for extraordinary Leakage, proceeding from the Delay in unloading the Rum, what to their Lordships may seem reasonable	980	2	9
	By Cash received by their Lordships Warrant	3980	2	9
	By Balance due to <i>T. Burfoot</i>			
		£ 3980	2	9

Errors excepted,

London, Jan. 21st, 1777.
THOMAS BURFOOT.

A P P E N D I X, No. 39.

No. 39.

Extract of Account of Extraordinary Services, incurred and paid between the 31st of January 1776, and the 1st of February 1777, relating to Payments for Rum.

		£.	s.	d.
1776.	October 19. To Richard Atkinson, Esquire, for rum delivered in America, for the use of the forces there —	27,164	4	4
1777.	January 22. To ditto, for ditto service —	6,616	6	4
1776.	December 18. To Sir James Cockburne, Baronet, for 40,296 gallons of Grenada rum, delivered for the use of the forces on service in America —	8,059	4	—
1777.	January 16. To James Bogle French, Esquire, for 48,680 gallons of Grenada rum, delivered for the use of ditto forces	9,736	—	—
	To John Blackburn, Esquire, for 22,970 gallons of rum, delivered for the use of ditto forces —	3,445	10	—
	To Thomas Burfoot, Esquire, to be applied in the purchasing a quantity of rum for the use of ditto forces	3,000	—	—
	23. To ditto, for ditto service —	980	2	9

Extract of Account of Extraordinary Services incurred and paid between the 31st of January 1777, and the 1st of February 1778.

		£.	s.	d.
1777.	March 3. To Thomas Burfoot, Esquire, for 77,144 gallons of Barbadoes rum, delivered for the use of the forces serving in America, according to contract	11,273	14	5
	To Sir James Cockburne, Baronet, for 16,050 gallons of Grenada rum, delivered for the use of ditto, according to ditto —	3,210	—	—
	November 14. To ditto, for 34,829 gallons of ditto according to ditto —	6,965	16	—
	April 12. To John Blackburn, Esquire, for 8,209 gallons of Grenada rum, delivered for the use of the forces in ditto, according to ditto —	1,231	7	—
	July 24. To ditto, for 19,943½ gallons of ditto, for ditto, according to ditto —	2,991	10	6

December

A P P E N D I X, No. 40.

1777.	December 24.	To ditto, for 32,267 gallons of ditto, for ditto, according to ditto —	£. s. d. 4,840 1 —
1778.	January 21.	To ditto, for 20,061 gallons of Antigua rum, for ditto, according to ditto —	3,009 3 —
1777.	May 20.	To Richard Atkinson, Esquire, for 37,338 gallons of Jamaica rum, delivered for the use of the forces in ditto —	9,801 4 6
		To ditto, for 9,979 gallons of ditto, for ditto —	2,619 9 9
	August 27.	To ditto, for 58,698 gallons of ditto, for ditto, according to contract —	15,408 4 6
	November 7.	To James Bogle French, Esquire, in part of payment for 39,780 gallons of rum furnished by him for the use of the forces in America, according to contract —	7,500 — —
	December 24.	To ditto, in full for 39,780 gallons of rum, for ditto, according to ditto —	1,790 8 —

No. 40.

Reference to the Members of Lloyd's Coffee-house, relating to Insurance, with their Opinion thereupon.

A contract was made in London, on the 27th March, 1776, to deliver a large quantity of rum from Jamaica, at such port or ports in North-America as the commander in chief should direct.

The ships to be employed in carrying it, were partly to be sent from Europe, partly such as were already employed in carrying other supplies to the army, and supposed to be within reach of the contractor's agents, and the rest were to be hired in Jamaica, to make up what might be further wanted; consequently, neither the ships, nor the time of their sailing, nor the circumstances under which they were to sail, could be known in England till the return of advices from Jamaica, neither could it be known at what port or ports the cargoes would be deliverable.

The opinion of the gentlemen of Lloyd's coffee-house is desired, Whether it would have been practicable to have made an insurance on ship or ships, so as to cover this adventure, either at the time of making the contract, or at any time before the return of advices from Jamaica.

Q

London,

December

London, Lloyd's Coffee-house, 9th May, 1778.

We are clearly of opinion, that no such insurance as is within described could have been made.

J ^r Woodbridge	James Boydell	J ⁿ Fletcher
Fred ^k Pigou, jun.	Isaac Thompson	Greg ^y Olive
Jos. Nutt	William Cazalet	John Whitmore
Christ ^t Croft	Thomas Walker	Sam ^l Gift
Henry Seward	Rob ^t Steell	John Walter
John Frazer	Arthur Caie	Thomas Croft
Will ^m Innes	John Stevens	Ja ^s Bradley
Tho ^s Parry	H. Modigliani	W ^m Davis
James Laird	A. Kirman	W ^m Ward
Alexand ^r Grant	D. Giles	Peter Berthon
W ^m Offley	John Shorer	Capel Cune
Minz ^c Baillie	John Fergusson	E ^d Woodsnaf
Tho ^s Cairns	Rob ^t Stupart	James Mather
Tho ^s Sword	Ja ^s Thwaite	Rob ^t Hunter
Ja ^s Dunlop	John Staples	Sam ^l Beachcroft
Ja. Gibson	James Phyn	Christ. Hake
Simon Frazer	John Wilson	W ^m Greenwood
J ⁿ Thomas	John Ewer	Nath. Modigliani.
John Wilson	Geo. Curling	
Geo. Gun Munro	Joshua Readshaw	

No. 41.

*Affidavit and Protest relating to the Loss of the Ship Sally.
Jamaica ff.*

Be it known to all men, That on the fiftenth day of July, in the year of our Lord One Thousand Seven Hundred and Seventy-seven, John Pullen Nutty, mate of the brigantine The Sally, of Pool, in Dorsetshire, in the kingdom of Great-Britain, and Thomas More, boatswain of the same brigantine, appeared before me Charles Hamilton, Esquire, one of his Majesty's Justices of the peace for the parish and precinct of Saint James, in the county of Cornwall, in the said island of Jamaica, and severally made oath, That being under charter party with Messrs. Mure, Son, and Atkinson, of the city of London, in Great-Britain aforesaid, merchants, they, these deponents, in pursuance of the said charter party, sailed, on the twenty-eighth day of February last, in the said brigantine The Sally, under the command of Thomas Thompson, master thereof, from Yarmouth, in the Isle of Wight, in company with a fleet bound for the West-Indies, under the convoy of his Majesty's frigate the *Æolus*.—That these deponents, in the said brigantine The Sally, arrived at Green Island Harbour, in the said island of Jamaica, on Tuesday, the twenty-third day of April last past, consigned to Scott and Mure, of that place, Esquires.—

That

That there the said Scott and Mure loaded, or caused to load, the said brigantine The Sally with twenty hogheads of sugar, and three hundred and forty-one puncheons of rum; with which cargo they, these deponents, with thirteen more mariners, under the command of the said Thomas Thompson, and by the orders of the said Scott and Mure, upon Sunday, the twenty-fifth day of May last, sailed from Green Island Harbour aforesaid, bound for New-York, in North America: That on Saturday, the thirty-first day of May, about three o'clock in the afternoon (latitude 21. north; longitude 84, by the reckonings on board) they, these deponents, saw land, low and woody, bearing from north to west-north-west, distance about five leagues: that they were then steering west-south-west: that about eight o'clock at night, it being dark, they heard the sea break, as if upon a shoal, distant, as they judged, about half a mile upon their starboard beam: that they immediately bore away, and kept the vessel south; she then sailing about six knots in the hour: that about nine o'clock in the same evening, the said vessel, or brigantine, struck ground, and went along about one glass or half an hour; sometimes rubbing the ground very hard, at other times quite free: that at length, she broached to, and lay with a heel to starboard all that night, striking very hard, but made no water: that at day-light next morning, the first day of June, all their leeward guns were hove overboard, in order to ease the vessel, and an anchor and cable carried out, and hove turt, endeavouring to bring her into deeper water, but could not, the tide having left or freed her about two feet: that having observed the sheathing to come off her bottom, they began to pump her about eight of the clock in the morning of the said first day of June, and found she had made very little water; but that she quite filled with water in about two hours thereafter: that the wind blew very hard from the time they first struck, at east and east-south-east, and made a heavy sea: that after the vessel filled with water, they lost all hopes of getting her off; but taking out some provisions, resolved to make to the shore, which lay distant about seven miles: that they found the island uninhabited, and so could get no assistance to take out and save any part of the cargo: that in the evening of the second day of June aforesaid, the said Thomas Thompson, the master, with the deponent John Pullen Nutty, and six of the crew, went in the longboat to look for some other land, and for assistance: that on Wednesday following, they fell in with a sloop named The Betsy, James Woodhouse, master, from the Bay of Honduras for Kingston in Jamaica aforesaid: that on Friday night thereafter, the said sloop came to an anchor within a mile of the wreck of the said brigantine, and upon viewing it in their longboat, they found the casks and puncheons between decks, all staved or empty: that on Sunday morning, the eighth of June aforesaid, the said Thomas Thompson, with nine of his crew, went on board the said sloop,

and that the deponents, with three more of the same crew, went on board the longboat of the said brigantine Sally, all bound for Jamaica aforesaid; that the deponents, and their companions, in the longboat, arrived at Montego Bay, in the parish of Saint James, in the said island of Jamaica, on the twenty-ninth day of the said month of June; and as soon thereafter as they conveniently could, made known the particulars here sworn to, to Messrs. Scott and Mure aforesaid: and lastly, That the loss or stranding of the said brigantine Sally, was not owing to any mismanagement of the master or mariners thereof, or any insufficiency of the vessel, but entirely owing to the accident of their getting upon the banks, rocks, shoal, or reef aforesaid (which, from any charts, they could not know of, nor from any observation suspect to lie so far from the land) and to the strong windward currents, which carried them out of their regular course in among the Jardin islands or keys, from one of which the said shoal extends as aforesaid, to a great distance in the sea.

Taken and sworn before
me, the day and year
first above written.

CHA^s HAMILTON.

JOHN PULLEN NUTTY.

his

THOMAS + MORE.

Mark.

Jamaica ss.

I Ralph Montague, Deputy Secretary and Notary Public for the port of Montego Bay, in the parish of Saint James, county of Cornwall, and island aforesaid, duly admitted, allowed, and sworn, dwelling at Montego Bay, do hereby certify and make known to all to whom these presents shall come or may concern, That Charles Hamilton, Esquire (before whom the annexed affidavit of John Pullen Nutty and Thomas More was taken, to the truth therein mentioned, relating to the brigantine Sally) is one of his Majesty's justices of the peace for the parish and precinct of Saint James, duly authorized and impowered: and whereas John Pullen Nutty, late mate of the said brigantine Sally, hath applied to me to enter his protest; I the said notary, at the request aforesaid, and in consequence of the said annexed affidavit, have protested, and by these presents in most solemn manner do protest, against the shoal, wind, and sea, in the said annexed affidavit mentioned, for all losses and damages sustained or to be sustained by the said brigantine Sally and her cargo, in behalf of the master, owner, shippers, and all other persons concerned in the said brigantine Sally and her cargo. Thus done and protested, at Montego Bay aforesaid, this 15th day of July, 1777.

Quod attestor manu ac sigillo rogatus.

RALPH MONTAGUE,
Dep^{us} Sec^{us} et Not^{us} Pub^{us}.

No. 42.

Invoice of Goods shipped on Board The Sally.

No. 1, a 20 hhd's of
Muscovado sugar,
No. 1, a 340 pun-
cheons of rum,
1 punch. old rum,
painted at both
ends.

Shipped in good order and well-conditioned, by George Scott and William Mure, in and upon the good ship called The Sally, whereof is master, for this present voyage, Thomas Thompson, and now riding at anchor in the harbour of Green Island, and bound for New-York; to say, twenty hogheads of Muscavado sugar, and three hundred and forty-one puncheons of rum, on account and risk of Messrs. Mure, Son, and Atkinson, being marked and numbered as in the margin; and are to be delivered in the like good order, and well-conditioned, at the aforesaid port of New-York, (the danger of the seas only excepted) unto Jos. Loring, Esquire, or to his assigns. Freight for the said goods to be paid by Messrs. Mure, Son, and Atkinson. In witness whereof the master or purser of the said ship hath affirmed to four bills of lading, all of this tenor and date; the one of which four bills being accomplished, the other three to stand void. Dated in Jamaica, May 1777.

THO. THOMPSON.

No. 43.

Copy of Mr. Atkinson's Certificate, with Reference; dated New-York, 16th March, 1777.

These are to certify the right honourable the lords commissioners of his Majesty's treasury, That Messrs. Mure, Son, and Atkinson, of London, hath supplied from on board the ship Fame, William Thornton, master, for the use of his Majesty's land forces under my command, and delivered to his Majesty's commissary general of stores and provisions at this place, 358 hogheads, containing 37,338 gallons of rum from the island of Jamaica. I do further certify the right honourable the lords commissioners of his Majesty's treasury, that the above-mentioned rum is of the proper proof and strength usual for rum from the said island of Jamaica, according to proof made thereof by an instrument sent for that purpose. And I also certify their lordships, that no payment hath been made here, to the said Messrs. Mure, Son, and Atkinson, for the same; for which I have signed four certificates of this tenor and date.

New-York, 16 March, 1777.

W. HOWE.

D. Chamier,

Commissary General.

Whitehall Treasury Chambers, 10th May, 1777.

The right honourable the lords commissioners of his Majesty's treasury are pleased to refer this certificate to the comptrollers of the

A P P E N D I X, No. 44, 45.

the accounts of the army; who are to consider the same, and report to their lordships such observations as may occur to the said comptrollers, together with what is due, and to be paid to Richard Atkinson, pursuant to contract.

JOHN ROBINSON.

Rich^d. Atkinson referred to Comptrollers Army Accounts.

No. 44.

Copy of Certificate of Mr. Bogle French's delivering 46,482 gallons of Rum, with Reference; dated the 6th September, 1777.

These are to certify the right honourable the lords commissioners of his Majesty's treasury, That James Bogle French, of London, merchant, has supplied for the use of his Majesty's land forces under my command, and delivered to his Majesty's commissary general of stores and provisions from on board the ship Lord North, Anthony Moll, master, 434 puncheons, containing 46,482 gallons of rum from the island of Grenada.

And I do further certify, That the afore-mentioned rum is of the proper proof and strength usual for rum from the said island of Grenada, according to proof made thereof by an instrument for that purpose.

I do also further certify their lordships, That no payment hath been made to the said James Bogle French for the same; for which I have signed four certificates of this tenor and date.

Head Quarters, Pencader, 6th Sept. 1777.

W. HOWE.

Daniel Wier, Commissary General.

The lords commissioners of his Majesty's treasury are pleased to refer the foregoing certificate to the comptrollers of the accounts of the army; who are desired to consider and return the same, with their report, and such observations as may occur to them, together with a computation of what is due, and to be paid the contractor, pursuant to contract.

Whitehall, Treasury Chambers,

GREY COOPER,

Dec. 4th, 1777.

James Bogle French, Esq. Rum Certificate, referred to Comptroller of Account of the Army.

No. 45.

Copy of Sir James Cockburne's Certificate, dated 12th December, 1776.

Received from Captain Normand M'Leod, of the ship Nancy and Betsey, 375 puncheons, containing 40,296 gallons of West-India rum, agreeable to contract, for the use of the army in Canada.

*Quebec, 7th November, 1776, }
375 puncheons, 40,296 gallons. }*

JOHN DRUMMOND,

Deputy Commissary General.

I hereby certify, That John Drummond, Esq. who signed the above, is deputy commissary general of provisions for his Majesty's forces

A P P E N D I X, No. 46.

forces in this province, and stationed at this place for the receipt of whatever is delivered here for their use.

Given under my hand at Quebec, this 7th Day of Nov. 1776.
To all whom these may concern. H. T. CRAMAHE.
(Duplicate.)

These are to certify, That Normand M'Leod, master of the ship Nancy and Betsey, reported at my office at Quebec, 375 puncheons, containing 40,296 gallons of Grenada rum, as appears by certificates produced to me, under the hands and seals of the collector and comptroller of Grenada, and filed in my office; which rum I gave a sufferance to be landed, free of all duties whatsoever, agreeable to an order of the lords commissioners of his Majesty's treasury, for the use of the army.

Given under my hand at London, this 12th Day of Dec. 1776.
THO' AINSLIE, Collector.

No. 46.

Copy of Mr. James Bogle French's Certificate for Rum, with Reference; dated 1st June, 1777.

Grenadoes.

These are to certify all whom it doth concern, That Anthony Moll, master or commander of the ship Lord Howe, burthen 190 tons, or thereabouts, mounted with no guns, navigated with twelve men, British built, and bound for New-York, hath here loaden and taken on board

John Menzies, Collr.

Four hundred and forty-two puncheons rum, 39,780 gallons.

And hath also here given bond, with one sufficient surety, in the sum of two thousand pounds sterling, with condition that the said rum, or any part thereof, shall not be carried to or landed in the Isle of Man.

Given under our hands and seals of office, at St. George's, the 3d day of June, in the 17th year Rowley Lafcelly, of the reign of our Sovereign Lord George the Third, King of Great-Britain, France, and Ireland, and so forth, and in the year of our Lord, 1777.

JOHN IRELAND, Comptroller.

New-York, 4th August, 1777.

These are to certify, That Captain Anthony Moll hath here landed out of the ship Lord Howe, agreeable to the within certificate, 442 puncheons of rum, containing 39,780 gallons; which rum is received into his Majesty's stores at this place.

PETER PAUMIER, Deputy Commissary General.

New-York, 19th August, 1777.

W. BUTLER, D. Commissary.

The lords commissioners of his Majesty's treasury are pleased to certify the above-written certificate to the comptrollers of the accounts of

APPENDIX, No. 47, 48.

of the army; who are to consider and return the same, with their report, and such observations as may occur to them; and a computation of what is due and to be paid the contractor, pursuant to contract.

Whitehall Treasury Chambers,

JOHN ROBINSON.

October 9th, 1777.

Quantity delivered, 46,482 gallons Grenada rum,
at 4s. —————

£. 9,296 8

Mr. Bogle French's Rum Certificate referred to
Comptrollers of the Accounts of the Army.

No. 47.

*Copy of the Comptroller's Report on Sir James Cockburne's Certificate of
Rum delivered; dated 3d March, 1777.*

May it please your Lordships,

In obedience to your lordships order of reference of the 28th ult. &c. on a certificate for rum delivered from the island of Grenada, by Sir James Cockburne, Bart. contractor for furnishing 100,000 gallons of rum from the islands of Grenada, St. Vincent's, Dominica, and Tobago, for the use of his Majesty's forces in America;

I have considered the same; and humbly report to your lordships, That I have examined the certificate (herewith returned) dated from New-York, 7th January, 1777, signed by General William Howe, and D. Chamier, commissary general, for rum delivered there to his Majesty's commissary general of stores and provisions, from on board the *Snow Campbell*, James Southerland, master, 150 hogheads, containing 16,050 gallons of rum from the island of Grenada; which said rum is certified to have been of the proper strength and proof usual for the rum from the said island of Grenada, according to proof made thereof by an instrument for that purpose; and that no payment hath been made to the said contractor for the same.

The whole amount of the aforesaid 150 hogheads, containing 16,050 gallons of rum, at 4s. per gallon, which is according to contract, will be £. 3,210; which is, &c.

Comptroller's Office,

THOMAS BOWLBY.

3d March, 1777.

No. 48.

*Copy of Comptroller's Report on Two Certificates for Rum delivered at
Quebec, by Sir James Cockburne, Baronet, dated 14th December 1776.*

May it please your Lordships,

In obedience to your lordships order of reference of the 12th instant, on two certificates of rum delivered from the island of Grenada; by Sir James Cockburne, Baronet, contractor for delivering 100,000 gallons of rum from the islands of Grenada, Saint Vincent's, Dominica, and Tobago, for the use of his Majesty's troops in service in America;

I have

I have considered the same; and humbly report to your lordships, That I have examined the receipt and certificate (herewith returned) for rum that has been received at Quebec; which are as follows, viz.

The receipt is signed by John Drummond, deputy commissary general, dated from Quebec, the 7th November 1776, for 375 puncheons of rum, containing 40,296 gallons, from Captain Norman M'Leod, of the ship Nancy and Betsy, for the use of the army in Canada; and certificate at Quebec, signed by H. T. Cramahe, the commanding officer, that the said John Drummond is there stationed for the receipt of whatever is delivered for their use; and also a certificate, dated from London, 12th December 1776, signed by Thomas Ainslie, collector of Quebec, for the said 375 puncheons, containing 40,296 gallons of Grenada rum, as appears by certificate produced to him, under the hands and seals of the collector and comptroller of Grenada, and filed in his office; and which rum he gave a sufferance to be landed free of all duties.

The whole amount of the aforesaid 375 puncheons, containing 40,296 gallons of Grenada rum, at 4s. od. per gallon, which is according to contract, will be £. 8,059. 4s. I beg leave to observe that there is a very great omission, in not certifying that the said rum was exported from Grenada; under which circumstance the payment is most humbly, &c.

Comptroller's-Office,
14th Dec. 1776.

THOMAS BOWLBY.

No. 49.

Extract of Treasury Minutes, dated Whitehall Treasury Chambers, 13th November 1777.

Present. Lord North, Lord Onslow, Mr. Cornwall.

Read report of the comptrollers of the accounts of the army, dated 22d October, 1777, on a certificate of rum delivered by James Bogle French, Esquire, at New-York, under his contract; in which the comptrollers state that the value of the rum delivered, according to contract price, is £. 7,956; but as the certificate is informal, by reason that it does not certify that the rum is of the proper strength, they recommend, that if any payment be made on account thereof, it be by way of imprest.

Prepare a warrant for £. 7,500, in part of payment, and on account of the rum so delivered.

Read a like report on a certificate of rum delivered at New-York by Sir James Cockburne, amounting, according to the contract price, at £. 6,965. 16s. od.

No. 50.

Copy of Comptroller's Report on a Certificate, dated New-York, 4th August, 1777, for Rum delivered by James Bogle French, Esquire.

May it please your Lordships,

In obedience to your lordships order of reference of the 9th instant,

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A P P E N D I X, No. 51.

on a certificate for rum delivered by James Bogle French, Esquire, contractor for furnishing 100,000 gallons of rum from the islands of Grenada, Saint Vincent's, Dominica, and Tobago, for the use of his Majesty's forces in America; which certificate your lordships are pleased to direct the comptrollers of the accounts of the army to consider, and return the same, together with what is due, and to be paid the contractor pursuant to contract;

I have considered the same; and humbly report to your lordships, That I have examined the certificate (herewith returned) dated from New-York, the 4th of August, 1777, signed by Peter Päumier, deputy commissary general at New-York, the 19th of August, 1777, and William Butler, deputy-commissary, for rum delivered there-out of The Lord Howe, Anthony Moll, Captain; 442 puncheons, quantity 39,780 gallons, which appears to be Grenada rum, by John Menzies, collector of the said island, certificate, dated the 3d June; and find that the said certificate of the delivery is informal, in that it does not certify that the rum is of the proper proof and strength of rum from Grenada, according to the instrument sent out for ascertaining the same. At 4s. per gallon, being the contract price for Grenada rum, it amounts to £. 7,956; and, if your lordships shall think fit to make any payment on account thereof, it is recommended that it should be by imprest.

I have the honour to be, my lords,

Your lordship's most obedient humble servant,

Comptroller's-Office,
22d Oct. 1777.

HENRY BUNBURY.

No. 51.

Copy of Comptroller's Report on James Bogle French, Esquire's Certificate for Rum, dated 6th September, 1777.

May it please your Lordships,

In obedience, &c. I have considered the same; and humbly report to your lordships, That I have examined the certificate (herewith returned) dated from head quarters, Pencader, 6th September, 1777, signed by General William Howe, and Daniel Wier, commissary general, for rum delivered there to his Majesty's commissary general of stores and provisions, from on board the ship Lord North, Anthony Moll master, 434 puncheons, containing 46,482 gallons of rum from the island of Grenada; which said rum is certified to have been of the proper proof and strength usual for the rum from the said island, according to proof made thereof by an instrument for that purpose; and that no payment hath been made to the said contractor for the same.

The whole amount of the aforesaid 434 puncheons, containing 46,482 gallons of Grenada rum, at 4s. per gallon, which is according to contract, will be £. 9,296. 8s. I must observe to your lordships, that in the last report from this office, on Mr. Bogle French's account, an observation was made, that the certificate was informal; and

A P P E N D I X, No. 52, 53.

and it was recommended, that whatever sum your lordships might think proper to advance the contractor should be on imprest, and £. 7,500 was accordingly imprested to the contractor by warrant. In regard to the present certificate, I find, on enquiry from Mr. French, that although the name of the ship is not the same as that mentioned in the certificate from New-York, nor the number of puncheons, or quantity of rum therein contained, the same with the former demand, yet it is understood by the contractor to refer to the same supply; which (if called upon) he will more fully explain to your lordships; and as the certificate (herewith returned) is properly signed, and in every respect regular, it is submitted to your lordships, that £. 7500, (already received per warrant) be deducted from the above sum of £. 9,296. 8s. which leaves a balance in favour of the contractor of £. 1,796. 8s; and if paid, the payment is recommended to your lordships to be made on account. I am, &c.

Comptroller's-Office,

THOMAS BOWLBY.

11th December, 1777.

No. 52.

Extract of Treasury Minutes, dated Whitehall Treasury Chambers, 19th December, 1777.

Present. Lord North, Mr. Cornwall, Lord Westcote.

Read report of the comptrollers of the army accounts, dated 11th instant, on a certificate for rum delivered for the use of his Majesty's forces in America, by James Bogle French, Esquire; in which the comptroller states, that the sum of £. 9,296 8s. is due thereon: But as this certificate is understood by the contractor to refer to the same supply with that reported upon in the comptroller's report of 22d October last; upon which Mr. French received £. 7,500 by way of imprest; it is submitted, that £. 7,500 be deducted from the above £. 9,296. 8s. and the balance of £. 1,796. 8s. paid on account.

Read the comptroller's report of 22d October last.

Mr. Bogle French attends, and is heard.

Prepare a warrant for paying the balance of £. 1,796. 8s.

No. 53.

Extract of a Letter from John Robinson, Esquire, to Sir William Howe, dated Whitehall Treasury Chambers, 14th January, 1777.

In respect to rum, their lordships have had several applications from the contractors relative to the ensuing year's supply; but the board, agreeable to my former letters to you, have referred them to your excellency, for you to determine upon it, and to agree with them for such supplies of each sort, and from each island, as you shall think proper. The certificates for such supply, which have hitherto come from your excellency, have been very exact, correct, and satisfactory, and their lordships have accordingly ordered payment thereon, as they will on whatever you may think necessary to direct in future;

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A P P E N D I X, No: 54, 55.

but they don't chuse to make any further contracts for it here, since your excellency can judge so much better of your wants.

No. 54.

Extract of a Letter from Mr. Robinson, to Sir Guy Carleton, dated 26th March, 1777.

In respect to rum, the like complaints as above stated were made, and the masters of the ships who delivered a quantity of rum on the account of Sir James Cockburne and Mr. Burfoot came home without proper certificates, and indeed that of Mr. Burfoot's without almost any certificate. Their lordships therefore direct me to inclose to your excellency, in paper No. 11, a certificate such as is given from Sir William Howe's army, which they approve of. It appearing to their lordships examination, that you have a considerable quantity of the rum contracted for to be yet supplied, they do not think it necessary to make a further contract here, but they have enjoined the persons who have failed in their deliveries (the cause of which they alledge was their ships being taken by the rebels) to send you their respective supplies as soon as ever the river is open; and for any further supply of rum, their lordships leave you to your making such contract at Quebec as you shall think right, as mentioned in my former dispatch.

No. 55.

Extract of a Letter from Sir Guy Carleton to John Robinson, Esquire, dated 25 November, 1777.

Of the rum ordered here by the lords of the treasury from the different islands, only the Grenada and Barbadoes proportions have been received, and some from Halifax, forwarded by the deputy quarter master general, lieutenant colonel Sherreff, before general Howe left that place, the exact amount of which cannot be ascertained at present, but falls greatly short of what their lordships had designed for this army; it is now too late to make any contract here for a supply of this article against the next campaign, of which I think it necessary their lordships should be informed.

Extract of a Letter from Mr. Robinson to Sir Guy Carleton, dated 26th March 1777.

In respect to rum, the like complaints as above stated were made, and the masters of the ships who delivered a quantity of rum on the account of Sir James Cockburne and Mr. Burfoot, came home without proper certificates, and indeed that of Mr. Burfoot's without almost any certificate. Their lordships therefore direct me to inclose to your excellency, in paper No. 11, a certificate such as is given from Sir William Howe's army, which they approve of. It appearing to their lordships examination, that you have a considerable quantity of the rum contracted for to be yet supplied, they do not think it necessary to make a further contract here, but they have enjoined the

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persons who have failed in their deliveries (the cause of which they alledge was their ships being taken by the rebels) to send you their respective supplies as soon as ever the river is open; and for any further supply of rum, their lordships leave you to your making such contract at Quebec as you shall think right, as mentioned in my former dispatch.

Extract of a Letter from Mr. Robinson to Sir William Howe, dated 14th January, 1777.

In respect to rum, their lordships have had several applications from the contractors relating to the ensuing year's supply, but the board, agreeable to my former letters to you, has referred them to your Excellency, for you to determine upon, and to agree with them for such supplies of each fort, and from each island, as you shall think proper; the certificates for such supply, which have hitherto come from your Excellency, have been very exact, correct, and satisfactory, and their lordships have accordingly ordered payment thereon, as they will on whatever you may think necessary to direct in future; but they dont chuse to make any further contracts for it here, since your Excellency can judge so much better of your wants.

Extract of a Letter from Sir William Howe to Mr. Robinson, dated New-York, 5th April, 1777.

In consequence of their lordships directions to order such further supplies of rum as I might think requisite for the use of this army, I called for an estimate from the commissary-general (a copy of which is inclosed.) None of the former contractors having appointed an agent here, excepting Messrs. Mure, Son, and Atkinson, I thought it most adviseable to confine my engagements to them, that there might be no disappointment in the main object; and a copy of the contract made thereupon, for the nett number of gallons specified, is transmitted for their lordships consideration. If it appears reasonable that an allowance should be made for vessels lost or taken on this precarious service, or for any additional force from Canada or Europe, their lordships, by restricting Messrs. Mure, Son, and Atkinson, from the exportation of more than is contracted for, will have an opportunity to enter into other engagements. In my situation, it would not be prudent to make a greater reserve, as the season for purchasing the next crop is so near approaching, otherwise I should have waited for an opportunity to pursue their lordships ideas, relative to other islands.—I am well aware that the price of Jamaica rum is higher than rum from the other islands; but as the commissary-general has orders to lower it before delivery, and reports to me that it bears from 12 to 13½ gallons of water to 100 gallons of spirit, that consideration is lessened. This is particularly specified, that their lordships may regulate the price accordingly; which is a circumstance I could not undertake to ascertain, from the want of proper information;

information; more especially, as you have remarked, in one of your last letters to Mr. Chamier, that the price of rum had fallen since the former contracts were made.

Copy of a Letter from Commissary Chamier to General Howe, dated New-York, 29th March, 1777.

S I R,

Agreeable to your Excellency's orders, I have made the following estimate of the rum that will be necessary for the use of the troops, for one year, when the new crop will be coming on hand.

For 36,000 men, for 12 months	—	550,000 gallons.
On hand at this time	—	200,000

Remains to be supplied	—	Gallons 350,000
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It is possible the army may exceed the above number; and your Excellency may think proper to make some allowance for vessels that may be taken by the enemy, as was the case last year.

I have the honor to be, &c.

D. CHAMIER,

Honourable Sir William Howe.

Commissary General.

Copy of the Rum Contract entered into by General Howe.

Articles of agreement, indented, made and concluded, this first day of April, 1777, in the 17th year of our sovereign Lord George the Third, by the grace of God, king of Great-Britain, France, and Ireland, defender of the faith, &c. by and between Daniel Chamier, Esquire, commissary-general of stores and provisions, authorized and empowered by his Excellency General Sir William Howe, &c. &c. &c. on the one part, and Joshua Loring Esquire, for and on behalf of Messrs. Mure, Son, and Atkinson, of London, merchants, on the other part.

Whereas it is thought necessary that a contract should be entered into with some fit and responsible person, for furnishing a quantity of rum for the use of his Majesty's troops on service in America; such rum to be delivered at such places, and to such persons in America, as the commander in chief shall appoint: And whereas the said Joshua Loring, Esquire, on behalf of the said Messrs. Mure, Son, and Atkinson, has proposed to furnish and deliver to the army in America 350,000 gallons of rum from the island of Jamaica, to be shipped under proper certificates from the officers of his Majesty's customs in the said island: And whereas the price of rum is very fluctuating, and it is impossible to obtain sufficient information on that head; it is agreed by and between the parties, that the same be referred, as a point hereafter to be settled, upon the most reasonable terms,

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terms, between the right honourable the lords commissioners of his Majesty's treasury, and the said Messrs. Mure, Son, and Atkinson. In witness whereof the said Daniel Chamier, Esquire, and the said Joshua Loring, Esquire, have hereunto interchangeably set their hands and seals, the day and year aforewritten.

(Signed)

DANIEL CHAMIER.
JOSHUA LORING.

Approved
(Signed) W. Howe.

Copy of Treasury Minutes, dated Whitehall Treasury Chambers, 18 June 1777.

Present. Lord North, Lord Onslow, Lord Beauchamp.

My lords resume the consideration of Sir William Howe's letter of the 5th of April, 1777, relative to the contract he has made for 350,000 gallons of rum, and read the paragraph in the said letter relative thereto.

Acquaint Sir William Howe, that my lords approve of the contract he has made, and the reasons his Excellency gives for making the contract for Jamaica rum; but that their lordships being of opinion, that the price of rum here can be no rule whereby to guide their judgment in settling and agreeing for a price to be paid for the rum contracted for by him; and being unacquainted with the price of Jamaica rum at the time the contract was made, either in the island of Jamaica or at New-York; their lordships do not think themselves enabled to settle and ascertain here the price to be paid for rum under such contract; and therefore their lordships desire, that he, who can receive aid and information at the place from the commissaries of the army, will take into consideration the price to be paid for the same, and settle and ascertain it, and grant his warrants for payment thereof accordingly.

Extract of Treasury Minutes, dated Whitehall Treasury Chambers, 27th June, 1777.

Present. Lord North, Lord Onslow, Lord Westcote.

My lords resume the consideration of so much of Mr. Wier's letter as relates to rum.

Read letter and inclosures from Messrs. Mure, Son, and Atkinson, in respect to the price they are to receive for 350,000 gallons of rum; for the delivery of which, their agent at New-York has contracted with the commissary-general, under Sir William Howe's direction.

Messrs. Mure and Co's Letter on their Rum Contract, dated 24th June, 1777.

My Lords,

Our agent at New-York has transmitted us the inclosed copy, No. 1, of a contract entered into by him on our behalf with the commissary

military general, under Sir William Howe's directions, for the delivery of 350,000 gallons of Jamaica rum for the use of his Majesty's forces; by which contract it appears, that your Lordships directions respecting this supply have been interpreted in a sense that at least we did not understand them in; and that whilst the service is irrevocably undertaken on our part, and a capital of near 90,000l. sterling actually invested in it, at a time when no other contractor offered to supply, or had the means of supplying, the army, upon any conditions whatever, the price is still left unsettled.

When the contracts were last year made, we were told, that if the General made any further requisitions, beyond the quantity contracted for, we might deliver it, and we gave orders accordingly; the same directions must, we humbly apprehend, have been given to the General; for our agents at New-York have, in their correspondence, as well with us as with our agents in Jamaica, frequently mentioned such a requisition as likely to be made, and that our proportion thereof would be about 55,000 gallons; which quantity was upon those advices bought up in Jamaica, and held in readiness all winter, at a very great expence in leakage and other

Under the impression of these former orders, when we were, in the beginning of January last, referred to Sir William Howe, and told that your lordships would give him directions to agree for such quantities as he found he should have occasion for, and would order payment upon certificates of the delivery, as before, we certainly understood that nothing was left to be settled with him but the quantity; and we can offer no stronger proof that we did so understand it, than the inclosed copies of what we wrote to his excellency, and to our agent, upon that occasion, marked No. 2 and 3.

Permit us, my lords, to add, that it is impossible for the General to obtain in America the necessary informations for judging of the price, unless he obtained them from hence, because it depends upon insurances which must be made, and ships that must be chartered here, at rates that cannot in these times be either known or judged of beforehand in America; and seeing that every other point, respecting the prime cost and incidental charges, can be judged of at best as well here as any where else, whilst those great articles of freight and insurance can be equitably judged of here only; and that your lordships will soon have the benefit of the most impartial and respectable opinions that can be formed on the subject; we humbly hope that you will be pleased to determine the price here; for, whilst we should repose the most unlimited confidence in the General's justice, were he furnished with the means of information, we trust your lordships will pardon the anxiety we express, that an engagement of such magnitude, undertaken on the best motives for the public service, under all the circumstances above described, should not be sent back to receive a precarious determination

nation on the other side of the globe, grounded perhaps on events that can have had no influence on the expence of the undertaking, and too possibly from some other officer, whom chance and the events of war may have placed at the head of his Majesty's forces.

We have the honour to be, with the utmost respect,

My Lords,

Your Lordships most obedient, and most humble Servants,
MURE, SON, and ATKINSON.

London, 24th June, 1777.

Right Honourable the Lords Commissioners of Treasury.

Messieurs Mure and Company's Letter on their Rum Contract, dated 23d July, 1777.

My Lords,

Having, by our letter on the 21st instant, stated to your lordships the evidence of some matters of fact necessary to complete the report made by the referees on the rum contract of last year, we now beg leave, in addition to our letter of the 24th ultimo, soliciting your decision on the price of the present contract, to point out such variations from the estimate contained in that report, as the alteration of circumstances has occasioned.

Having agreed to be concluded by the opinion of the referees, we shall not offer one word on those parts of the estimate which are not liable to variation; such is, as we conceive, the prime cost (for there is no reason, judging beforehand, why the rum should be supposed likely to be dearer one year than another) such are the shipping and landing charges, the leakage, commissions, and interest of money.

The insurance may vary. It certainly was not, at the time of making the reference, in the contemplation of any man, that it could be obtained so low as fifteen guineas per cent. to the port of discharge; but it is now somewhat lower. We are attempting it at twelve guineas, though with very doubtful appearances of success. Nothing can lower it but the end of the rebellion; many are the events that would raise it enormously. However, we consent to let it stand at thirteen guineas per cent. according to the estimate of the referees, because we will demand no increase, that is grounded upon any point on which men's opinions may differ.

The puncheons last year cost 35s. currency each, they now cost from 50s. to 55s. with a great probability of further advance, from the increasing price of lumber. This raises the price of cask per gallon from 3d. to 4½d.

Seamen's wages were, when the contract was made, at and under 50s. per month; and it is determined by the referees, that 7½d. per gallon was then a reasonable price for freight and primage. Those wages now are notoriously from 3l. 15s. to 4l. per month; which

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alteration certainly warrants the increase of freight from 7½d. to at least 9d.

For these reasons 3d. per gallon must be added to the former price of 5s. 3d. to put us even upon a footing with last year's engagements; which have been too clearly proved to be productive of no profit at all, adequate to the investment of a capital in an undertaking so hazardous.

We are aware that we stood bound by our own offer at the price of last year, and should in silence have submitted to this increase of expence, had the matter been so settled; but since we are left (after being so far engaged in the execution of the business that we cannot retreat) still to contend about the price, we trust that your lordships will admit the justice of being no longer bound by that offer, and that you will consider the increased price of 5s. 6d. as the very lowest that can be allowed us.

This contract is very different from those where the returns are speedy and frequent, and the whole management rests in the hand of the contractor. A capital equal to the whole amount must, in this instance, be invested in Jamaica, sent to an unknown port in America, from thence remitted hither; and the whole be unavoidably left to agents at a distance, whose errors or negligences the contractor is answerable for, in a scene of business most unhappily liable to ruinous loss, not only from the most trifling neglect imaginable, but from accidents and miscarriages, or detention of advices, perfectly unavoidable. For example, Sir William Howe gave his orders for the present supply in the beginning of April last, which were received by our agents in Jamaica only one day before the date of the last advices from thence; and we just know that they would exert themselves to the utmost in immediate compliance with his Excellency's orders: but it was not possible for them to settle any arrangement of ships to load at the different ports in Jamaica in so short a time; and we shall, in all human probability, first learn that arrangement by way of New-York, at the same time that we may learn the arrival or loss of many of the ships, viz. by the very next advices from thence; we are, therefore, reduced to a necessity of making insurances at a venture, upon such ships as we think most likely to be sent, and for such quantities as we think them likely to carry, having waited to the last moment, in hopes of the arrival of a packet from Jamaica with fuller advices. Should our insurances, in any instance, not happen to be correct, and the ship be taken, we must sustain a total loss. These are risques, my lords, which entitle the merchant, who subjects himself to them for the public service, to a liberal allowance, and as we flatter ourselves that your lordships believe that we shall not disappoint the public service by want of vigour in the execution, so we confidently rely on your lordships protection, in ordering a fair and honourable payment for a service undertaken in good faith, at a time when no

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A P P E N D I X, No. 55.

other contractor was in a condition to perform it at all, but when, unfortunately, we have no longer a voice in making the bargain.

The delay which this business has met with, from the unaccountable length of time the referees have taken to make their report, adds to our anxiety; and, whatever your lordships decision may be, we earnestly entreat that it may be speedy.

We have the honor to be, with the greatest respect,

My Lords,

Your Lordships most obedient, and most humble Servants,

MURE, SON, and ATKINSON.

London, 23d July, 1777.

Right Honourable the Lords Commissioners of
his Majesty's Treasury.

*Extract of Treasury Minutes, dated Whitehall Treasury Chambers,
5th August, 1777, Post Meridiem.*

Present. Lord North, Lord Onslow, Lord Westcote.

My lords resume the consideration of the contract entered into by Sir William Howe, with the agents of Messrs. Mure, Son, and Atkinson, and of their letter dated the 24th of June last.

Read minute of this board of 18th June last.

My lords continue in their opinion, that this business should be settled by Sir William Howe, and the rum paid for there.

Acquaint Messrs. Mure, Son, and Atkinson therewith.

Acquaint Sir William Howe also therewith, and transmit to him the information their lordships have received touching the charges and expences estimated to be incurred in the execution of the contract, and direct him to take the same into consideration, and the rate of exchange, and settle the price of the rum with the contractors, according to the circumstances at the time of making the contract, and pay them for the same.

Copy of a Letter from John Robinson, Esquire, Secretary to the Treasury, to his Excellency Sir William Howe, dated 6th August, 1777.

S I R,

The board having taken into consideration the contract made by your Excellency with the agent of Messrs. Mure, Son and Atkinson, for 350,000 gallons of rum; as also two letters from them, dated 24th June and 23d July, of which you have copies inclosed, No. 1 and 2; I am directed to transmit to you copies of their minutes of the 18th June, and the 5th instant, made thereon, No. 3 and 4, as also the following papers, containing information which has arisen out of an examination directed by their lordships to be made into the contract of last year—viz.

No. 5. Extract of the minutes of the board of 3d June last, on which the reference was grounded.

No. 6. Copy of the report of the referees,

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No. 7.

No. 7. Copy of a letter from Mr. Atkinson, dated 21st July, containing observations on the report, and an additional minute signed by the referees,

No. 8. Copy of two papers mentioned and referred to in No. 7.

No. 9 and 10. Extract of the minutes of the board of 29th and 31st July, shewing the evidence laid before their lordships in further support of the assertions contained in No. 7, respecting the rate of insurance.

By the letter from Messrs. Mure, Son, and Atkinson, it is stated that they were attempting the insurances at twelve guineas per cent. premium.

They have since informed the board, that they have insured a part of the rum contracted for by you at that premium, but that this is only the risque of the cargo thither, and not on the return of the ships, which being another risque, will occasion a further expence in insurance for the voyage. This account, together with the papers, will assist your Excellency in forming your judgment; and my lords desire that you will thereon agree with the agent for the contractors at such price as shall appear to you to be reasonable, according to the circumstances existing at the time of making the contract, and according to the current rate of exchange, and pay them for the same, agreeably to the minute.—Instead of taking cash from the military chest, they have agreed to accept of bills for payment from the agent of the remitters, at the current rate of exchange.

If your Excellency shall have granted any certificates for rum furnished under the new contract, you will see that under this regulation payment cannot be made thereon, except on such certificates as are granted for the first cargo; which shall have arrived with you, and be delivered to complete the quantity under the whole contract, in lieu of the cargo of the ship *Ann*, taken last year.—For all the rest therefore the payment must be made in America, notwithstanding you may, before the receipt hereof, have granted certificates of the delivery. I have the honour to be, with great respect,

Your Excellency's

Most obedient, humble Servant,

(Signed)

JOHN ROBINSON.

Extract of a Letter from Sir William Howe to Mr. Robinson, Philadelphia, 30th November, 1777.

The only measure I could pursue, in consequence of their lordships pleasure communicated by you, in regard to the last contract for rum with Messrs. Mure, Son, and Atkinson, by their agent Mr. Loring, was to lay the same before the commissary general, Mr. Wier, which I promised to do in my letter 22d October; for his opinion

nson on that head: his report I have now the honour to inclose; and as I have every reason to adopt his ideas, I hope their lordships will hold me excusable for declining the determination of a point so apparently out of my power: I am only to express my regret that the principal contractors, Messrs. Mure, Son and Atkinson, who have exerted themselves so manifestly upon every occasion which has fallen under my observation, should have their interests remaining so long undetermined, from a chain of difficulties they could not foresee, but which I hope will be adjusted at home upon equitable terms.

Copy of a Letter from Daniel Wier, Esquire, Commissary General, to General Sir William Howe, relative to fixing a Price to Messrs. Mure and Co's Rum Contract.

S I R,

In compliance with your Excellency's request, contained in your letter of the 21st of October, I have examined the papers therein mentioned, respecting the settlement of the price of rum contracted for with Messrs. Mure, Son, and Atkinson; and beg leave to submit the following report thereon.

By the copy of the proceedings of the lords of the treasury, No. 3, it appears, that their lordships approve of the contract your Excellency had made for the rum; but being of opinion, that the price of rum in London can be no rule whereby to guide their judgment in settling and agreeing for a price to be paid for the rum—and being unacquainted with the price of Jamaica rum at the time the contract was made, either in Jamaica or New-York—they do not think themselves enabled to settle a price for the rum; and therefore they desire your Excellency “will take into consideration the price to be paid for the same, and settle, and ascertain, and grant warrants for the payment thereof accordingly.”

By another copy of their lordships proceedings, No. 4, they transmit your Excellency the information their lordships had received, touching the charges and expences estimated to be incurred in the execution of the contract, and direct your Excellency to take the same into consideration, and settle the price of the rum “with the contractors, according to the circumstances at the time of making the contract, and pay them for the same;” which proceedings are further confirmed by Mr. Robinson's letter of the 6th August, 1777, accompanying the papers.

All trade from Jamaica or elsewhere to the colonies in rebellion being suspended, and little rum at the New-York market, I apprehend no proper judgment could be formed of the probable value of rum, from circumstances existing there at the time of making the contract, or now.

And as the very material articles of freight and insurance are wholly procured in London, I think your Excellency can have no better rule of information than the report of the referees, No. 6, in the former

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mer contract respecting Jamaica rum, with Messrs. Mure, Son, and Atkinson; wherein the gentlemen, who are admitted to be the most competent judges, say, they have "made a full allowance for every charge which might probably occur in such a transaction;" yet this report is silent as to the reasonable profit to be allowed the contractor in such engagements: of which consequential article, I conceive, no judgment can be well formed here, or so well any where as in London, where the whole is transacted, where every circumstance respecting the real charge attending such contracts may be fully and with precision ascertained, and where the value of the money, as well as time, employed in such a contract, is better known than in any other place.

It is submitted, That in the present situation of this country, the quantity of rum requisite for the army could not have been obtained any other way than by contract; and although at times small quantities may have been bought lower than the contract price, yet no dependance can be placed on such precarious supply; and it has happened, that private merchants have held their rum much higher than the contract price. I have the honor to be, &c. &c.

DANIEL WIER,
Commissary General,

His Excellency Sir William Howe, Knight
of the Bath, Philadelphia, November 27th,
1777.

Extracts of Treasury Minutes, dated Bushy Park, 13th January, 1778.
Present. Lord North, Lord Beauchamp, Mr. Cornwall, Lord Westcote, Lord Palmerston.

Read letter from Sir William Howe, dated Philadelphia, 30th November 1777, relative to the rum supplied to the troops by Messrs. Mure, Son, and Atkinson,

Extracts of Treasury Minutes, dated Whitehall-Treasury Chambers, 22d January, 1778.

Present. Lord North, Lord Beauchamp, Mr. Cornwall, Lord Westcote, Lord Palmerston.

My lords resume the consideration of Sir William Howe's letter, dated Philadelphia, 30th November, 1777, desiring, for the reasons therein stated, to decline the determination of the price to be paid to Messrs. Mure, Son, and Atkinson, for the rum supplied by them for the troops in America; and inclosing a report to him on that subject from Mr. Wier, commissary-general.

Read letter from Messrs. Mure, Son, and Atkinson, relative to the rum supplied, and desiring a speedy determination of the price to be paid them for the same.

Mr. Atkinson attends, and is called in and heard hereon.

Extracts

A P P E N D I X, No. 55.

*Extracts of Treasury Minutes, dated Whitehall Treasury Chambers,
January, 24th 1778.*

Present. Lord North, Mr. Cornwall, Lord Westcote, Lord
Palmerston.

My lords resume the consideration of that part of Sir William Howe's letter of the 30th November last, as relates to the contract made with Messrs. Mure, Son, and Atkinson, for a supply of rum for the use of the army.

Read letter from Messrs. Mure, Son, and Atkinson, dated 12th January 1778, and the inclosures therein, relative to this business.

Read letter from Messrs. Mure, Son, and Atkinson, dated 22d January 1778.

*Extracts of Treasury Minutes, dated Whitehall Treasury Chambers,
10th February, 1778.*

Present. Lord North, Mr. Cornwall, Lord Beauchamp, Lord
Westcote, Lord Palmerston.

My lords resume the consideration of so much of Sir William Howe's letter of the 30th of November last, as relates to the agreement entered into between Mr. Chamier, late commissary-general to his Majesty's troops in America, and Mr. Loring, agent to Messrs. Mure, Son, and Atkinson, for the delivery of a quantity of rum in America, for the supply of his Majesty's troops; and also the several letters and papers before the board relating to the same; and the said papers are read.

Read further letter from Messrs. Mure, Son, and Atkinson, on the subject of the said agreement, dated the 24th of January 1778.

Read observations on the said agreement, delivered in by Messrs. Mure, Son, and Atkinson.

Read certificate from Sir William Howe, dated 7th July 1777, of the delivery of 10,404 gallons of rum, on account of Messrs. Mure and Co.

Read a like certificate, dated 6th September 1777, of the delivery of 119,104 gallons.

Transmit an extract of Sir William Howe's letter of the 30th of November last, a copy of Mr. Wier's report inclosed therein, and a copy of the agreement made between Mr. Chamier, and Mr. Loring, agent for Messrs. Mure, and Co. for supplying 350,000 gallons of rum for the use of the troops in America, transmitted in Sir William Howe's letter of the 5th of April last, to Mr. Stephen Fuller; and request that he will take the same into his consideration; and that he will be pleased to inform my lords, what, in his opinion, at the time, and under the circumstances of the said agreement, is a reasonable and proper price to be allowed and paid to Messrs. Mure, Son, and Atkinson, for the rum delivered under the said agreement.

Copy

Copy of a Letter from Messrs. Mure, Son, and Atkinson, pressing the Settlement of their Rum Contract.

London, January 12th, 1778.

My Lords,

By the last packet from Philadelphia we have received advice that his Excellency Sir William Howe has declined executing your lordships orders to him, to fix the price of the rum delivered by us for the use of the army, and to pay us the amount thereof.

In being thus referred from one side of the world to another, to learn when, where, and what price, we are to be paid for a very important service, which no other person was in a condition to perform—undertaken in good faith, and upon what appeared to us to be the obvious meaning of your lordships orders—our case is of such unexampled hardship, that we cannot doubt but your lordships will think us now entitled to an immediate settlement, especially as every information which the nature of the case admits, or any such case can require, is fully before the board.

It now stands established by the official report of the commissary-general, confirmed by the commander in chief, that the supply was no otherwise to be had, and that private merchants, possessed of occasional supplies, have held the price much higher than that of the contract.

It also stands established by the report of the referees on the former contract (a report surely not liable to the least imputation of partiality towards us) that the actual cost is 4s. 0^d. per gallon, reckoning insurance at the rate of 13 guineas per cent. and they are of opinion was a reasonable estimate thereof in March 1776, when the former contract was made.

In the beginning of this novel business, the probable risque could only be matter of opinion; but when the actual risque is ascertained by the continued experience of repeated voyages, for years together, it becomes surely improper to resort to any man's opinion about the risque to which the undertaking is subject, and (we humbly submit) equally unjust to expect an extensive and distant service to be undertaken upon speculation that the insurance shall be obtained below the actual risque.—Now, of 2,185 puncheons shipped in 1776, 673 have been lost or taken; and of 4,302 puncheons shipped in 1777, 1,490 have been lost or taken, as will more particularly appear by the inclosed list thereof, No. 1, so that it admits of no contradiction, that the actual risque has amounted upon the whole to 33¹/₇ per cent. and upon the contract now in question, taken separately, to 34¹/₈ per cent; also that the difference between the lower of these rates, and the rate of 13 guineas per cent. calculated upon by the referees, will alone raise the actual cost, according to their estimate, to within a very minute fraction of 5 shillings per gallon, without mentioning the additional expences of at least two-pence per gallon in the price of casks, since March 1776, and the incontestible increase of seamen's wages,

wages, and other expences of navigation, during the same period. The inclosed paper, No. 2, will shew the estimate of the referees, and the alteration made therein by the difference of insurance.

As we cannot but admit that we undertook the service at 5s. 3d. per gallon, and, if that price had been paid us without delay or hazard, were bound to accept it, we can only submit the reasonableness of allowing us an additional price, under the present circumstances, to your lordships candour. If it appears proper, we shall be thankful for such addition as your lordships shall think fit to make; but, above all, we beg leave to repeat our *most earnest entreaty* for an immediate decision, as the anxiety attending this unfortunate business, in its present state, is pait all pecuniary compensation.

We have the honour to be, with the highest respect,

My Lords,

Your Lordships most obedient, and most humble Servants,

MURE, SON, and ATKINSON.

Right Honourable the Lords Commissioners
of his Majesty's Treasury.

Copy of a Letter from Messrs. Mure, Son, and Atkinson, respecting their Rum Contract.

My Lords,

London, January 22, 1778.

When I had the honour to attend your lordships this morning at the board, on the subject of the letter of my partnership of the 13th instant, I made the reply to those new propositions then intimated to me, which recurred to me upon the instant. On further consideration, I see no reason to alter that reply.

To turn the contract into an agency, when accounts of the actual cost are to be rendered, is an utter impossibility, under the circumstances of the present case. Your lordships know, that we offered originally to transact this branch of business on a commission, if it had been thought fit; and in that case, we should have conducted ourselves in such a way, as to have been able to state accounts upon that principle: but when your lordships very properly determined, that so distant a service was not fit to be carried on otherwise than upon contract, we considered ourselves as accountable to nobody for our proceedings, and executed what we had undertaken, in a way so entirely interwoven with our other affairs in Jamaica, and concerns in shipping, that they cannot now be separated; nor is it possible to state the expences otherwise than by estimate.

Meeting your lordships ideas, as far as the nature of the case admits, we can offer nothing fairer than to accept the estimate made by the referees on the former contract, altering it only in those items where an incontestible increase of expence has accrued between the date of the former and the present contract, and adding thereto

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such a profit as may be adequate for the employment of a large capital in so very distant and hazardous a service, and to the risques we have run, as well such as have actually aggravated the expence, as those to which we have been exposed, though they may not have aggravated the expence; for we must beg leave to observe, that while we have all along stood, and still stand, bound by our acceptance of the contract, and our letters thereon, in the hands of the commander in chief, and neither had, nor have yet, any security that your lordships would indemnify us from any great and unforeseen loss to which this undertaking has been and is imminently liable—to pay us only the actual expences incurred, and a profit as upon a common engagement, not hazardous in its nature, would not be justice.—Had the premiums of insurance rose immoderately, beyond the real risque (no uncommon case) had a French and Spanish war taken place; had the late hurricane in Jamaica, which destroyed many ships in port, destroyed whole cargoes of our rum uninsured; had ships, from the miscarriage of advices, been taken without insurance, as happened under the former contract;—had these, or any other unforeseen calamity happened, we had no demand upon any body for it. To tell us, therefore, after the service is performed, that we must state actual expences, and be allowed nothing for manifest risques that we have been exposed to, though they have not turned out so ruinous as they might have done, is what we are confident your lordships ideas of justice must revolt at; and therefore, if this mode of settlement were pursued, the rate of profit to be allowed, beyond the estimate of actual expence, would be very liberal.

But, upon the whole, my lords, we must beg leave to recur to our letter of the 13th instant, as containing grounds amply justifying a higher price than that of the former contract.—It was reasonable to estimate the risque to be incurred in the present contract, by that which had actually happened in the preceding one; and the event has confirmed it beyond all just objection: at least this is upon the best consideration our humble opinion, in which, if we have the misfortune to differ from your lordships, we can only add a confirmation of the offer already made, To leave the price to be inserted in the contract made by our agent, with Sir William Howe, to arbitrators indifferently chosen by your lordships and by us; and that their award, after every paper that has passed on the subject has been laid before them, may be final.

I have the honor to be, with the highest respect,

My Lords,

Your Lordships most obedient, and most humble Servant,
(For Company and Self)

RICHARD ATKINSON.

The Right Honourable the Lords Commissioners
of his Majesty's Treasury.

Copy

Copy of a Letter from Messrs. Mure, Son, and Atkinson, on the Settlement of their Rum Contract.

My Lords,

London, 24th January, 1778.

Mr. Robinson informed me, after the rising of your board to-day, in the presence of Lord Westcote, that upon reading my letter of the 22d instant, your lordships had directed him to tell me, that the board still wished I could state the expences attending the delivery of the rum in America, as an account, to which your lordships were ready to add interest of money, and a liberal allowance in compensation of the risk to which the undertaking is and has been exposed, and for our trouble and profit; and that the board was willing to make payment on account, to the extent of four shillings per gallon, and to give time for procuring vouchers from Jamaica; also, that your lordships do not think that a reference to arbitrators, indifferently chosen, can with propriety be made, so as to bind the board and the public by the award.

I have already, in so many ways, submitted to you the impossibility of stating the expence as an account, that I am at a loss how to assert that impossibility in terms more decisive. The reason arise out of the nature of the case, and the original direction, that this branch of the service should be carried on by contract, and not as an agency; and no length of time, or correspondence with agents abroad, can remove these reasons, or induce us to violate those principles which, permit us to say, we have hitherto held sacred, by pretending to state to the public as an account, what we know can only be estimate. Such an estimate, my lords, can as easily and as perfectly be made now, as at any future time; nay, it is already, in our humble opinion, amply before the board. However, if your lordships would be pleased to explain the amount of what you esteem a liberal allowance of profit upon this service (which has been attended with unexampled hazard and hardship) we are induced to think that such an estimate might be formed, upon the papers before you, as would enable us to place the subject in a point of view that would convince your lordships, that in truth there is nothing to refer to arbitration, nor any difference between us that may not easily be adjusted. We therefore take the liberty to request an explanation on this point, and to assure your lordships, that we wish for nothing more ardently, than to put an end to this business, in a manner consistent with your lordships ideas of justice to the public.

With respect to the offer of a payment on account, to the extent of four shillings per gallon, we must submit to your lordships, that it is very inadequate to the sum that must at any rate be due to us.

To your lordships justice we appeal; and earnestly entreat your speedy decision; for we cannot bring ourselves to believe, that your lordships, or the public, will ever permit persons to suffer an injury,

Servant,

KINSON.

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jury, who, taking no advantage of the exigencies of the army, but trusting to the good faith of government, have, on the requisition of the commander in chief, effectually executed an arduous and hazardous service, absolutely necessary for the immediate supply of his Majesty's forces, and which no other person was able to execute; to all which circumstances the General gives his testimony.

I have the honour, &c.

RICHARD ATKINSON.

The Right Honourable the Lords Commissioners of his Majesty's Treasury.

Copy of a Letter from Messieurs Mure, Son, and Atkinson, Merchants, to the Lords of the Treasury, dated 12th February, 1778.

My Lords, London, 12th February, 1778.

Having been made acquainted with your lordships determination of the 10th instant, to refer the papers on the rum business to Mr. Fuller, for his opinion what price is reasonable to be paid per gallon, and offering us in the mean time a payment of 30,000*l.* on account of the quantity for which we have received certificates; we must presume that your lordships do not consider the contract in the sense we did, as conclusive at 5*s.* 3*d.* per gallon. We have no objection whatever to abide by a fair decision of the question, *Quantum meruit*; nor, beyond the delay thereby occasioned, to your lordships asking any man's opinion upon that point; not doubting but a full communication will be made to him of all that will be necessary for his information: but we flatter ourselves that your lordships will not think it just to hold us bound, and yourselves not bound; and that it will therefore be thought reasonable to comply with the request we now beg leave to make, That you will inform us, whether you hold us bound, by our undertaking the business at 5*s.* 3*d.* per gallon, as stated in our former letters, to accept that price, or not.

We can have no objection to receive the payment your lordships offer, in part of the sum due to us, provided it does not involve us in accounts at the Exchequer, to which we apprehend we ought not in this case to be liable.

We have the honour to be, My Lords, &c. &c. &c.

MURE, SON, and ATKINSON.

Right Honourable the Lords Commissioners of his Majesty's Treasury.

Observations on the Contract made by the Agents of Messrs. Mure, Son, and Atkinson, for supplying his Majesty's Forces with Rum.

On the 14th January, 1777, the treasury gave directions to Sir William Howe, to determine the quantity of rum he should stand in need of, and agree with the agents of the contractors for supplying; and informed him that the Lords would order payment on certificates of delivery, as before.

Messrs.

Messrs. Mure, Son, and Atkinson, who had contracted for a former supply, understood that the price was to remain the same, and instructed their agents accordingly to take the General's orders as to quantity.

The General did not think the orders were in that respect clear; but finding no other person in a condition to supply him at all, he agreed with their agents, on the 2d of April, 1777, for 350,000 gallons of rum from Jamaica, leaving the price to be settled by the lords of the treasury; to which Mure and Co's agents did not object, as their advices afforded no room to doubt of th. bargain being clearly understood here.

On the 5th August, the board determined to refer back to Sir William Howe, the settlement of the price for the last contract, upon the principle of making an estimate of the price at which it might at the time have been reasonably undertaken, and transmitting him, for his guidance and information therein, copies of all the papers that had passed about the former contract, on which a reference had been made to merchants for their opinion.

Sir William Howe has again thrown back the decision upon the Treasury, regretting that Messrs. Mure and Company, who had exerted themselves so manifestly upon every occasion which had fallen under his observation, should thereby be such sufferers; also transmitting and confirming his Commissary General's Report, That the supply was no otherwise to be had, and that the occasional supplies in the hands of private merchants had been held much higher than the price of the former contract.

On the receipt of these advices, Messrs. Mure and Company applied to the board, soliciting justice, and an immediate settlement; they observed, that either they were bound by the sense in which they undertook the contract, or they were *not*, and that they were ready to take it in either way; if bound, they could not complain of any thing but the trouble, delay, and anxiety, they had been exposed to, because they could not but admit (what their letters in the hands of Sir William Howe must otherwise prove) that they actually undertook the service at 5s. 3d. and if the board should so determine, there remained no question between them: but if the board did *not* choose to confirm the contract in that sense, it could only remain, that they should determine it on the ground they themselves had desired Sir William Howe to determine it, *viz. An estimate of the price it might reasonably have been undertaken at when the contract was made.*

The board was very desirous to have had the whole converted into an agency, and stated as an account; to which Messrs. Mure and Company replied, That it was both impossible and unjust, that had they undertaken the business originally on commission, they should have conducted themselves in such a way as to be able to state precise accounts of every thing unmixed with other concerns; but that

that having, under the option offered to the board, undertaken it on contract, they had carried it on united and interwoven with all their other extensive concerns in Jamaica, and in shipping, as a matter in which they had no accounts to render to any body, and in which the profit or loss to arise from this engagement, is so blended with the mass of their other affairs, that it is no longer possible to separate them; and that no consideration should ever induce them to state to the public as an account, what in the nature of things could only be an estimate; that if it were possible, it would be unjust, because this is an undertaking of the most hazardous kind, considering it in every part of its execution, and exposed to many perils besides those which may have actually happened, and most especially to a very great aggravation of expence, had a French or Spanish war taken place; and to constant danger of losses, without insurance, by means of the precarious conveyance of advices from Jamaica; in which way a heavy loss had been actually sustained under the former contract; and that under the present, several ships had come through the gulph of Florida, and were known to be well in the latitude of Bermudas, before any advices for insurance were received, or any insurance made upon them; also, that another ship of this year had actually been lost in that very part of the voyage which these ships had so run through uninsured: that if by these, or any other means, a ruinous loss had been sustained, they had no demand upon any body to make it good; and therefore, after running these risks, to pay them actual expence, whether ascertained by account or estimate, with any allowance in the nature of an agency, would be totally inadequate to what merchants investing their own capital for a public service, which nobody else was in a condition to perform, in an undertaking so distant and hazardous, had a right to expect.

Recurring therefore to an estimate of what the contract might reasonably have been undertaken at in April, 1777, when it was made, they offered to assume the estimate of the actual cost made by the referees, as in March, 1776, altering only three items, in which a manifest alteration had, between the two dates, taken place, viz. the price of puncheons, the rate of freight, and the insurance.

First, as to the puncheons: The increasing price of lumber is a point not needing demonstration. The wood of which puncheons are made comes only from North-America or Europe. The price rose, in the end of 1776, from 35s. currency per puncheon, at which the former estimate was made, to 55s. and 60s. currency, making a difference of 2d. per gallon sterling on this article.

Secondly, as to freight: The referees, considering the peculiar circumstances of this undertaking, where, from the prohibitions of the restraining bill, no returned freight could be had, had fixed the rate thereof, including primage, in March 1776, at 7½d. per gallon; which they afterwards explained to include the premium of insurance

insurance thereon, seeing that the expence of freight, with ships at monthly hires (there being no longer any constant traders) would be incurred, whether they arrived or not. If therefore the insurance is raised, the freight would thereby be also raised; and whatever additional expence is incurred in the freight itself, the insurance on such additional expence must also be allowed.—Now, that seamen's wages, and every other expence of navigation, had increased exceedingly between March, 1776, and April, 1777, is incontestable. Every branch of the public service had, during that time, been obliged to raise their freight; and the West-India merchants and planters, at a general meeting held for the purpose, had, on the 27th of November, 1776, raised the rates of freight from Jamaica, of sugar, from 3s. 6d. to 5s. 9d. per hundred weight, and of rum, from 6d. to 8d. per gallon; and before April, 1777, a still further increase of expences took place; insomuch that, in the summer, 1777, the West-India merchants raised the freight outwards, to double the peace establishment. Under these circumstances, Messrs. Mure and Company submitted, that the freight and insurance thereon could not reasonably be estimated as in April, 1777, at a lower rate than 10d. instead of 7½d. as it stood estimated before.

Thirdly, As to the great point of insurance, they submitted, that how fair and reasonable soever the estimate, at the rate of 13 guineas per cent. was in March, 1776, when hostilities by sea were but just opening upon us, and there was no rule, beyond mere conjecture, to guide the judgment; yet that, when, upon the experience of the year 1776, the actual risk had been proved to be 32 per cent. not only upon all the rum sent from Jamaica, but even upon all that was shipped by all the contractors taken together, it would have been quite out of either justice or probability, to expect any contractor to undertake the service for 1777 at any such premium as 13, or, indeed, at any lower rate than the actual risk of 1776; which being the only year in which the trade in question had existed, became the only rational ground of judging of the probable risk in the ensuing year, unless the prospects had been materially altered for the better, which was very far indeed from being the case, for every hostile appearance went on increasing, and not diminishing; the American privateers were growing more and more numerous, as well as stronger; they were publicly countenanced, and fitted out from the French islands, and no protection by convoy was to be hoped for, whilst the danger of a French war was, in the general opinion, imminent: and the length of time which this business has taken to get decided, has afforded a confirmation of the truth of this reasoning, that cannot be controverted; for of 4,032 puncheons shipped under this last contract, made in April, 1777, 1,490 have been lost or taken, which is after the rate of 34 ⁹/₁₀ per cent. And Messrs. Mure and Company observed, that where voyages become so extremely perilous, the common effect is, that the pre-
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mium rises higher than its due proportion, and considerable sums grow scarce insurable at all; that accordingly, both the public insurance companies had actually refused to underwrite those risks at any premium; and that if they had been fortunate enough to obtain insurances at a rate below the actual risk, they had been exposed to the chance of as unreasonable a rise, without any claim for reimbursement, had it happened. With respect to all the other articles of the estimate, they observed, that they are not liable to variation. The prime cost of the rum, of the strength required, was stated at 2s. 9d. currency, or 1s. 11½d. sterling, as a price generally reasonable; and no ground exists for supposing it likely to be more or less so in 1777, than in 1776. The agencies, leakage, &c. must ever remain the same.

Many of the charges being incurred *ad valorem*, an addition to one occasions additions to others, so that the result of the above-mentioned alterations in the estimate is as follows: Adding 2d. to the casks, and 2½d. to the freight, as herein mentioned, even leaving the insurance at 13 guineas per cent. as it stood before, the actual cost will be raised to a small fraction above 4s. 6d. per gallon, and consequently the former price of 5s. 3d. would only leave a profit of 9d. per gallon, or 14 per cent.

If the insurance were estimated at 18 guineas, there would only be a profit of 10 per cent. or 6¼d. per gallon.

If at 20 per cent. only 8 per cent. or 5⅞d. per gallon.

If at 25 guineas, only 3 per cent. or 2d. per gallon.

And if at 28 guineas (still 5 per cent. below the actual risk) there would remain no profit at all.

Upon the whole, therefore, Messrs. Mure and Co. submitted, that they were entitled to a much higher price than 5s. 3d. upon any rate of insurance that could reasonably be assumed; and, if the board did not think it fit to settle the matter upon one of the two principles thus proposed, they offered to leave the whole to the decision of arbitrators indifferently chosen.

Extract of a Letter from Daniel Wier, Esquire, to John Robinson, Esquire, dated 20th May, 1777.

The article of rum is the next subject I shall mention. From the conversation I have had with the general, I find he has communicated to you his engagements with the agents of Messrs. Mure and Atkinson, for rum, of which there is but a small quantity remaining; however, I hope it will be sufficient to serve the troops till vessels arrive here with more, in consequence of the contracts made by his Excellency, which I think may be daily expected; if this event do not happen, upon an emergency I can procure a supply here.

Extract

A P P E N D I X, No. 55.

Extract of a Letter from Mr. Wier to Mr. Robinson, dated New-York, 8th June, 1777.

I think it proper to inform you, That I have purchased, by the general's directions, about 100,000 gallons of rum, of which I have charged myself with only 11,279 gallons, being the quantity that has been delivered. The motive of this purchase was partly the lowness of the price, and partly to prevent its being smuggled to supply the rebels.

Extract of a Letter from John Robinson, Esquire, to Daniel Wier, Esquire, dated 26th September, 1777.

S I R,

Your several letters of the 20th May, the 8th and 22d June, and the 12th July, with their several inclosures, have been received, and laid before the lords commissioners of his Majesty's treasury.

Having written, by their lordships orders, fully to his Excellency Sir William Howe, in respect to the supply of coals, oats, and stores sent out, it becomes unnecessary to trouble you thereon, further than to refer you to his Excellency for what relates, as to them, to your department; and therefore this letter will be confined to such articles of your letters only as are not immediately answered by the letter to his Excellency.—The regulation made by his Excellency, in respect to women following the camp, seems to their lordships very proper, and is approved by them, as it will relieve you from a great burthen. It was not proposed to send out any more four krout, after the garden seeds were sent, and the situation of the army became more extended. Hay you must provide yourselves; and you see the same is much wished in regard to oats, for the tonnage they require, and the freight of them, is a grievous burthen.

The 100,000 gallons of rum you mention to have purchased will, it is hoped, with the contract entered into by his Excellency, be an ample supply for the troops; but you do not mention the price you gave for the rum; nor has it been ever returned to their lordships, what allowance of rum is made to the men, and how it is served.

Extract of a Letter from Daniel Wier, Esquire, Commissary in North-America, to Mr. Robinson, so far as relates to Rum.

20th January, 1778.

“ I am now to reply to that part of your's respecting the rum.
 “ The distribution of this article to the troops was regulated by an
 “ order from the commander in chief, at the rate of a quart to every
 “ six men per day, and frequently an extra jill has been allowed
 “ them, when the inclemency of the weather, or the severity of duty
 “ or fatigue, was thought to require it—but this is never done but
 “ by the express order of the general. The 100,000 gallons I pur-
 “ chased before we left New-York, cost 3s. 6d. sterling per gallon,
 “ and at that price, with the concurrence of the commander in chief,

U

“ I have

Extract

“ I have contracted with Mr. Loring, agent to Thomas Burfoot, Esquire, of London, for 100,000 gallons more, to be delivered here; copy of which contract, No. 2, I now inclose for their lordships inspection, and hope it will meet their approbation.”

Copy of the Contract, No. 2, mentioned in the foregoing Extract.

Articles of agreement, indented, made and concluded, this 20th day of December 1777, in the 18th year of the reign of our Sovereign Lord George the Third, by the grace of God, king of Great-Britain, France, and Ireland, defender of the faith, &c. by and between Daniel Wier, Esquire, commissary-general, &c. on the one part, and Joshua Loring, Esquire, for and on behalf of Thomas Burfoot, Esquire, merchant, of London, on the other part.

Whereas it is thought necessary that a contract should be entered into with some fit and responsible person, for furnishing a quantity of rum for the use of his Majesty's troops serving in America: And whereas the said Joshua Loring, Esquire, on behalf of the said Thomas Burfoot, Esquire, has proposed to furnish and deliver to the said Daniel Wier, Esquire, for the use of the army in America, 100,000 gallons of rum, from the islands of Antigua and Barbadoes, to be shipped under proper certificates from the officers of his Majesty's customs in the said islands respectively; the said rum, on the delivery thereof at Philadelphia, to be paid for at the rate of 3s. 6d. sterling per gallon; which proposal the said Daniel Wier, Esquire, has thought fit to accept: Now this indenture witnesseth, That the said Joshua Loring, Esquire, for and on behalf of the said Thomas Burfoot, Esquire, doth hereby covenant and agree with the said Daniel Wier, Esquire, that he the said Joshua Loring, Esquire, on behalf of the said Thomas Burfoot, Esquire, pursuant to the said recited proposal, and according to the terms and restrictions above-mentioned, shall and will deliver, clear of all charges and expences, to the said Daniel Wier, Esquire, or his assigns, at Philadelphia, for the use of the said troops, 100,000 gallons of rum, of the usual and proper proof and strength of each of the said islands respectively from which the same shall be shipped, according to an instrument sent to the commander in chief for ascertaining the strength and proof thereof. In consideration whereof, the said Daniel Wier, Esquire, doth hereby agree with the said Joshua Loring, Esquire, that he will pay or cause to be paid, to the said Thomas Burfoot, Esquire, or to the said Joshua Loring, Esquire, on behalf of the said Thomas Burfoot, Esquire, all such sums of money as shall appear to be justly and truly due to the said Thomas Burfoot, Esquire, or to the said Joshua Loring, Esquire, on behalf of the said Thomas Burfoot, Esquire,

quire, for the several quantities of rum delivered, according to the rate and price aforesaid, agreeably to the said recited proposal.

In witness whereof, &c. &c.

Witness Fred. Geo. Mulcaster.

JOSHUA LORING.

Approved, W. HOWE.

Extract of a Letter from General Howe to Mr. Robinson, so far as relates to Rum.

Philadelphia, 19th January 1778.

He will also have informed their lordships of an agreement he has concluded with the agent of Thomas Burfoot, Esquire, merchant of London, for a further supply of one hundred thousand gallons of rum from the island of Antigua and Barbadoes, at 3s. 6d. sterling per gallon, which, upon his representation of the reasonableness and expediency of such agreement, I have approved.—This is far short of the quantity that will probably be required; but from the inconveniences which have attended the last contract made with Messrs. Mure, Son, and Atkinson, and my wish to conduct myself in this matter conformable to their lordships sentiments, I have withheld my consent to his entering into further engagements, until I am honoured with their lordships more particular directions for my guide.

Extract of a Letter from Mr. Chamier to John Robinson, Esquire, dated New-York, 24th September 1776.

No vessels arriving with rum since the two from Jamaica, which was only one fifth part of the contract, I thought it prudent to purchase 8 or 900 hogheads from the Windward-Islands, at 3s. sterling, the same price as the contract, which I hope will meet with the approbation of the lords commissioners of his Majesty's treasury; had I delayed it longer, as the season advances, that article would have risen in price, and the troops might have failed of a proper supply.

Extract of a Letter from Mr. Chamier to John Robinson, Esquire, dated New-York, February 15, 1777.

With the approbation of Sir William Howe, I have since purchased 140 hogheads of rum at 3s. (the contract price) left by any unforeseen accident we should fall short of our necessary supply before the new crop can reach us.

Extract of a letter from John Robinson, Esquire, to Mr. Chamier, dated Whitehall Treasury Chambers, 25 November 1776.

My lords were in hopes that the contracts made for rum would have been a sufficient supply; but as the deliveries by the contractors have failed, and some of the ships have been taken, their lordships approve of your having purchased a quantity of Windward-Island rum. I am however directed to observe to you, in case General

Howe should find it necessary to continue the allowance of rum to the army (which their lordships wish to be informed of) that as the price of rum has fallen since the contracts here were made, their lordships hope that in future purchases or contracts you will procure the rum at the lowest rate possible, without regard to the original price settled here, which, though fixed at as low a rate as could then be contracted for, has now varied, and become lower, from many circumstances.

Extract of a Letter from Mr. Chamier to John Robinson, Esquire, dated New-York, 31st March 1777.

I am happy in having their lordships approbation of the purchase I made of rum; the price I gave was lower than any has been sold at, either before or since; and the event has justified that I did right in purchasing, for without that supply the army would have been unprovided, from the number of vessels taken. When I have the general's orders to make any purchase, their lordships may depend it shall be done on the very lowest terms possible, and without the general's approbation I shall not presume to purchase any article in future.

No. 56.

Copy of a Letter from John Robinson, Esquire, to the Commissioners of the Customs, 18th March, 1776.

Gentlemen,

The lords commissioners of his Majesty's treasury having contracted with John Blackburne, merchant, for supplying one hundred thousand gallons of rum, for the use of the army in America, to be exported from the several Leeward-Islands, and consigned to the order of Major General Howe, or the commander in chief of his Majesty's troops;—I am commanded by their lordships to acquaint you therewith, and to desire you will give the necessary orders to your officers, that such part thereof as may be so consigned may have proper clearances and certificates, in order that it may be exported free of all duty whatsoever, wherever the necessity of the service may require.

I am, Gentlemen,

Treasury-Chambers,
18th March, 1776
Commissioners Customs.

Your most humble servant,
JOHN ROBINSON.

No. 57.

Copy of a Letter from the Secretary of the Customs to the Collectors and Comptrollers in Barbadoes.

Gentlemen,

Mr. Robinson, one of the secretaries to the lords commissioners of his Majesty's treasury, having, by his letter of the 18th instant, acquainted the commissioners, that their lordships have contracted with John Blackburne, merchant, for supplying 100,000 gallons of rum
for

for the use of the army in America, to be exported from the several Leeward-Islands, and consigned to the order of Major General Howe, or the commander in chief of his Majesty's troops; and that he is commanded by their lordships to desire this board will give the necessary orders to their officers in the said islands, that such part thereof as may be so consigned may have proper clearances and certificates, in order that it may be exported free of all duty whatsoever, wherever the necessity of the service may require; I am directed to signify the same to you; and you are to take care that their lordships commands be duly and strictly complied with.

I am, Gentlemen,

Custom-House, London,
22d March, 1776.

Your most humble servant,
EDWARD STANLEY.

This letter was sent to the collectors and comptrollers of the customs in the islands of Barbadoes, St. Christopher's, Antigua, Montserrat, Nevis, and Tortola.

No. 58.

Copy of a Letter from John Robinson, Esquire, to the Commissioners of the Customs.

Gentlemen,

The lords commissioners of his Majesty's treasury having contracted with Thomas Burfoot, merchant, for supplying one hundred thousand gallons of rum for the use of the army in America, to be exported from Barbadoes, and consigned to the order of the commanders in chief of his Majesty's troops there;—I am commanded by their lordships to acquaint you therewith, and to desire you will give the necessary orders to your officers, that such part thereof as may be so consigned, may have proper clearances and certificates, in order that it may be exported free of all duty whatsoever, whenever the necessity of the service may require. I am, Gentlemen,

Treasury Chambers,
12th September, 1776.
Commissioners' Customs.

Your most humble servant,

JOHN ROBINSON.

No. 59.

Copy of a Letter from the Secretary of the Customs to the Collectors and Comptrollers in Barbadoes.

Gentlemen,

Mr. Robinson, one of the secretaries to the lords commissioners of his Majesty's treasury, having, by his letter of the 12th instant, signified to this board, that their lordships had contracted with Thomas Burfoot, merchant, for supplying one hundred thousand gallons of rum, for the use of the army in America, to be exported from your island, and consigned to the order of the commander in chief of his Majesty's forces there,—I have the commissioners orders to transmit

to

A P P E N D I X, No. 60, 61.

to you a copy of the said letter, and to require you to pay due obedience to the directions therein contained. I am,

Custam-House, London, Gentlemen, your most humble servant,
14 September, 1776. EDWARD STANLEY.

This letter was sent to the collectors and comptrollers of Bridge-Town, Hole-Town, Speights and Oistins, in Barbadoes.

No. 60.

Copy of a Letter from Sir William Howe, to Lord George Germain.

My Lord,

New-York, 8th June, 1777.

The inconveniences that have already been experienced from the great importation of rum and melasses, under pretence of bringing stores to the fleet and army, have induced me to join with the admiral in a circular letter to the different governors in the West-India islands, and to Lieutenant Governor Arbuthnot, by whose licences these vessels are authorized to carry on such commerce.

I have the honour to send your lordship, inclosed, copies of the letters sent; which, by setting forth our particular motives for this conduct, make it unnecessary for me to repeat them here.

I have the honour to be, &c.

W. H O W E.

Right Honourable Lord George Germain.

No. 61.

Copy of a Letter from Lord Howe and Sir William Howe, to Lieutenant Governor Arbuthnot.

In Sir William Howe's, of 8th June, 1777.

(Circular)

New-York, 20th April, 1777.

S I R,

As great prejudice has ensued to the king's service, by the granting of licences for vessels to navigate the American seas, under pretence of bringing stores for the fleet and army, neither wanted nor applied for; whereby the king's rebellious subjects have been enabled to obtain supplies of a necessary article of subsistence, greatly facilitating their further opposition to the re-establishment of his Majesty's authority in these colonies: We are therefore to desire, that you will be pleased not to grant licences for rum or melasses to be cleared for any port in these colonies, not declared at the king's peace, unless at our particular request, when there may be occasion to trouble you hereafter in those respects.

We have the honour to be,

Signed { HOWE,
 { W. M. HOWE,

Mariot Arbuthnot, Esquire,
Lieutenant Governor of Nova Scotia.

No. 62.

A P P E N D I X, No. 62, 63, 64.

No. 62.

Copy of a Letter from the Lords of the Admiralty to Lord George Germain, dated 12th September, 1777.

My Lord, *Admiralty Office, 12 Sept. 1777.*

Having received letters from the Right Honourable Lord Viscount Howe, commander in chief of all his Majesty's ships and vessels in North-America, dated 18th June last, representing the improper uses which have been made of licences, granted by the several governors of the West-India islands, for the importation of rum and melasses to the port of New-York; by which the rebels have been collusively furnished with those necessary commodities: and his lordship having inclosed to us a copy of a circular letter, written by himself and Sir William Howe, to the respective governors, requesting them to restrain that injurious intercourse: We herewith send your lordship a copy of Lord Howe's afore-mentioned letter, with a copy of the one therein referred to, and desire you will please to lay the same before his Majesty, in order that such directions may be given thereon as his Majesty shall judge proper. We are,

My Lord, &c.

SANDWICH,
C. SPENCER,
H. PALLISER.

Lord George Germain.

No. 63.

Copy of a Letter from Lord Viscount Howe to Philip Stephens, Esquire. In Lords of the Admiralty's Letter of 12th September, 1777.

S I R, *Eagle, off New-York, 18th June, 1777.*

Licences having been granted by the several governors of the West-India islands, for large quantities of rum and melasses to be shipped for this port, under pretence of supplies for the army and fleet; whereby means have been taken, as there is great reason to believe, to furnish the rebels collusively with those necessary commodities: it has therefore been judged requisite to make the application to the respective governors, contained in the copy of the circular letter herewith inclosed, for restraining that injurious intercourse; and it is much to be desired, for the King's service, that his Majesty's pleasure could be obtained for the purpose of that request.

I am, &c.

Philip Stephens, Esquire.

H O W E.

No. 64.

Copy of a Circular Letter from Lord Viscount Howe, and Sir William Howe, to the Governors of the Islands in the West-Indies.

In Lords of the Admiralty's Letter, of 12th September, 1777.

(Circular.)

S I R, *New-York, 20th April, 1777.*

As great prejudice has ensued to the King's service by the granting of licences for vessels from the West-India islands to navigate the

No. 62.

the American seas, under pretence of bringing stores for the fleet and army, neither wanted nor applied for; whereby the King's rebellious subjects have been enabled to obtain supplies of some necessary articles of subsistence, greatly facilitating their further opposition to the re-establishment of his Majesty's authority in these colonies: We are therefore to desire your Excellency will be pleased not to grant licences for rum or melasses to be cleared for any port in these colonies, not declared at the King's peace, excepting to the contractors for the army, who will apply to you thereupon; or until we can have the honor to signify to your Excellency that such restriction is no longer requisite.

We have the honor to be, &c.

HOWE.
W. HOWE:

His Excellency Sir Basil Keith,

Governor, &c. &c.	Jamaica,	}
The Honourable Edw ^d Hay,	Barbadoes,	
W. M. Burt, Esquire, —	Antigua,	
Val. Morris, Esquire, — —	St. Vincent,	
Lord Macartney, — — —	Grenada.	

No. 65.

Copy of a Circular Letter from Lord George Germain to the Lieutenant Governor of Nova-Scotia, and to the Governors of the Islands in the West-Indies.

(Circular)

Whitehall, 3d October, 1777.

Lord Viscount Howe and Sir William Howe, commanders in chief of his Majesty's fleet and army in North America, have represented to the lords commissioners of the admiralty, and to me, that great inconveniences have already been experienced, from the great importation of rum and melasses at New-York, under pretence of bringing stores to the fleet and army, by licences from the different

To Lieutenant Governor Arbuthnot, by licence from you.

To Lieutenant Governor Arbuthnot, unless at their particular request.

governors of his Majesty's islands in the West-Indies; and that they had, in a joint letter, desired you would not grant licences for rum or melasses to be cleared for any port in the colonies, not declared at the King's peace, excepting to the contractors for the army, until they should signify to you that such restriction is no longer requisite;—I have received the King's commands, to signify to you his Majesty's

pleasure, that you do give the utmost attention to what is desired by the Admiral and General, and forbear to grant any licences for the clearance of rum or melasses for the supply of the fleet or army, unless in the cases they have described.

I am, &c.

(Signed)

GEO. GERMAIN.

No. 66.

A P P E N D I X, No. 66, 67, 68, 69.

No. 66.

Copy of a Note from Beeston Long, Esquire, to William Knox, Esquire, dated Bishopsgate-street, 25th February, 1778.

Mr. Long presents his compliments to Mr. Knox, sends inclosed the extract of a letter received from Grenada, which has been put into his hands, as containing intelligence greatly alarming to many of the planters and merchants. Mr. L. will be much obliged to Mr. Knox, to know whether the letter has any, and what foundation, for the true information of the West-India merchants.

Bishopsgate-street, February 25th.

No. 67.

Extract of a Letter from Messrs. James Campbell and Company to Mr. John Rice, dated Grenada, 9th December, 1777.

We had the pleasure to write you pretty fully, the 25th and 30th ultimo, ordering insurance on the brig Venus, Captain Raynford, to New-York; and are sorry that we are obliged now to contradict that order, owing to our governor's having received express orders, by the last packet from the secretary of state, not to allow any vessel to go to America with rum till further orders; which it seems was done in consequence of a complaint from Lord and General Howe.

No. 68.

Copy of a Note from the Committee of West-India Merchants to Lord George Germain, March the 4th, 1778.

The committee of West-India merchants present their respectful compliments to Lord George Germain, and earnestly intreat that his lordship will be pleased to dispatch the orders to the respective governors in the West-India islands, relative to the licence for rum, by the very first packet; and the committee take the liberty to inclose to his lordship, a copy of the minute of a general meeting, held yesterday, with their request on this business.

London, March 4th, 1778.

No. 69.

Extract of the Minutes of a General Meeting of the West-India Merchants, 3d March, 1778.

It having been represented to the general meeting of West-India merchants, that Lord Howe and Sir William Howe had written circular letters to all the governors in the West-Indies, setting forth, that an improper use had, in some cases, been made of the licences for rum and melasses granted by the said governors, in pursuance of a proviso in an act of the 16th year of his present Majesty, intituled, "An act to prohibit all trade and intercourse with the colonies of "New Hampshire, &c." in consequence whereof they alledge that the rebels have been supplied with those articles, to the great detriment of his Majesty's service; and requesting the governors to

X

grant

No. 66.

grant no more licences, except to the contractors for the army and navy; and that Lord George Germain, on receiving a copy of the said circular letters, transmitted to his lordship by Sir William Howe, had written circular letters to all the governors in the West-Indies, ordering them not to grant any more licences for rum or melasses, *for the use of the army and navy*, except to the contractors:

Resolved,

That it appears to this meeting, that the orders so sent by Lord George Germain, have been considered by the governors in the West-Indies as a general prohibition to grant any licences, for the use of the inhabitants of the towns or places garrisoned or possessed by his Majesty's troops, as well as for the use of the army and navy, except to the contractors: that such a prohibition is a virtual suspension of the proviso of the said act of parliament, and must defeat the intention of the legislature, by converting the supply of those necessary articles into a monopoly, equally prejudicial to the well-affected inhabitants of America, and to the West-India planters:

That application be therefore made to Lord George Germain, that his lordship will be pleased, by the first packet, to give orders to the several governors, to grant licences in conformity to the said proviso of the said act of parliament.

No. 70.

Copy of a Note from the Committee of West-India Merchants to William Knox, Esquire, March 9th, 1778.

The committee of West-India merchants present their compliments to Mr. Knox, and desire him to make their respectful acknowledgments to Lord George Germain, for communicating to them the draft of the circular letter intended to be sent by his lordship to the governors of the West-India islands. The ground of the application of the merchants was, the with-holding licences for rum and melasses, for the use of the inhabitants of the towns or places garrisoned or possessed by his Majesty's troops, in opposition to a proviso in an act of parliament for that purpose. What security and certificates may be necessary, to prevent the abuses of those licences, alledged by the commander in chief, or whether such abuses have existed, the merchants cannot take upon them to determine; but if any security is judged necessary by his lordship to be taken, the merchants beg leave to suggest, that no fees whatever ought to be exacted for such security and certificates; and that the governors should likewise be instructed to take care, that licences be granted upon very moderate fees at this time, when the West-India trade labours under so many and various difficulties:

London, March 9th, 1778.

No. 71.

No. 71.

Copy of a Circular Letter from Lord George Germain to the Governors of the Islands in the West-Indies.

(Circular.)

Whitehall, 10th March, 1778.

The inclosed extract of the minutes of a general meeting of the West-India merchants, on the 3d instant, will inform you of the alarm which has been taken at the application of Lord Howe and Sir William Howe, to restrain the granting of licences for rum and melasses, to be cleared out for any port in the colonies not declared at the King's peace, to the contractors for the army; and the King's commands, which I signified to you in consequence thereof, in my circular letter of the 3d of October, to forbear to grant licences for the supply of the fleet and army, unless in the cases they had described.

Such a restraint, it was apprehended, could not have given occasion to any monopoly, or have been attended with any effects injurious to the loyal inhabitants or traders in the West-India islands: for as a supply of rum and melasses, equal to the consumption of the fleet and army, was contracted for, the planters must, at all events, have the advantage of that consumption; and there was no room for any speculating trader to expect that he should find purchasers in the fleet and army for any further quantity which he might send upon a private account.

All applications, therefore, of private traders for licences to send those commodities to the fleet and army might very justly be suspected of being made for the purpose of covering a trade with the rebels, and in that respect defeating the purpose of the prohibitory act, which ought by no means to be suffered or connived at.

Some restraint also appeared to be necessary in the granting of licences for the supply of the inhabitants of the towns possessed by his Majesty's troops; but as there was no contract for their supply, it was not thought fit to adopt the proposition of the Admiral and General, in its full extent, in respect to what should be intended for them; and my letter to you does not therefore direct you to withhold licences from private traders, for sending rum and melasses to those places for that purpose, but only signifies to you his Majesty's pleasure that you should pay the utmost attention to what the Admiral and General had desired, leaving it to your discretion to determine what were the proper restrictions to which the granting of licences ought to be subjected, in order to prevent, as much as possible, the evil complained of.

It appears, however, by the merchants representation, that you have judged it necessary to withhold licences entirely from all private traders, without making any distinction between such as proposed sending their rum and melasses for the supply of the fleet and army, and those who intended it for the use of the inhabitants of the places possessed by the King's troops; and, by thus confining the supply

of the inhabitants, as well as that of the fleet and army, to the contractors, the merchants apprehend they will have it in their power, in a good degree, to fix the price at which the planters must sell to them, and also that at which the consumers must buy from them; and it is impossible to say to what extent such a power may be exercised, and how greatly both the planters and consumers may be injured, if it be left to the discretion of the contractors to limit their own gains.

I am aware of the difficulty of making any regulation, in a matter of such a nature, that will not either bear hard on the fair trader, or give an opening to the clandestine: it is, however, necessary that the trade should be so far opened, that the planter may be able to obtain a just price for his commodities, and the consumers have an open market to purchase at. The single point to be attended to, for preventing an evasion of the law, is the certainty of the delivery of the rum and melasses at the ports for which they are cleared out, and the licences granted; trusting, that those to whom the superintendance of the trade is committed there, will take care that they are not smuggled out again, or clandestinely conveyed to the rebels; and this object, it is conceived, will be best attained, by obliging all persons that apply for licences, to enter into engagements for the due landing of the rum and melasses, according to the tenor of the licence.

I am, therefore, to signify to you his Majesty's pleasure, that you do continue to grant licences for clearing out rum and melasses for the supply of the inhabitants of such places as are possessed by the King's troops, in any of the colonies not at the King's peace, to all the King's loyal subjects that shall apply to you for the same, upon their and their sufficient sureties entering into bonds to his Majesty, with condition to return a certificate under the hand of the commanding officer, or other person authorized for that purpose, within a limited time, of the due landing of the rum and melasses, for which the licence shall be granted, at the port for which it shall be cleared out, or of its loss at sea, or capture by the enemy; under penalty of forfeiting to his Majesty a sum equal to double the cost of the rum or melasses contained in the licence.

The many difficulties under which the West-India trade at present labours, will, I doubt not, be a sufficient inducement to you to make the charge of these regulations as little expensive as possible; and therefore I have only to recommend to you, and the council, to settle the fees upon a scale of the greatest moderation.

I am, &c.

GEO. GERMAIN.

No. 72.

*Copy of a Letter from Sir William Howe to Lord George Germain.
Philadelphia, 18th January, 1778.*

My Lord,

I presume to trouble your lordship with a copy of a letter * lately received from Lord Macartney, governor of Grenada; not from any design to offer a complaint, but to shew, that without some further measures are taken to prevent the sending of rum, melasses, &c. to the coast of America, as requested in a circular letter from the admiral and myself, to the governors of the West-India islands (a copy of which I had the honour to inclose in my letter, No. 59,) the good purposes thereby intended may be defeated; which I humbly beg leave to submit to your lordship's consideration.

* The inclosure referred to, was omitted to be sent with this letter.

I have, &c.

W. HOWE.

Lord George Germain,

No. 73.

*Extract of a Letter from Governor Dalling to Lord George Germain,
dated Jamaica, 13th January, 1778.*

I have taken the liberty to inclose copies of what I wrote to Lord and Sir William Howe, on the subject of your lordship's circular letter of the 3d of October; and the list of vessels which had been then commissioned as letters of marque.

No. 74.

*Copy of a Letter from Governor Dalling, to Lord and Sir William Howe.
In Governor Dalling's, of 13th January, 1778.*

My Lord,

Spanish Town, 18 October, 1777.

The masters of the vessels in the inclosed list had obtained their letters of marque, incurred the whole expence of their outfit, and were on the eve of sailing, before your lordship's circular letter, of the 20th of April, 1777, addressed to Sir Basil Keith, had, from the hurry incidental to a change of office, been laid before me. I considered, therefore, the act authorizing the grant of letters of marque and licences, as my sole guide in these instances. On reading your lordship's letter, I would instantly have recalled them; but have been prevailed on to forbear, by the several masters representing to me the great losses they would thereby sustain, and in full confidence, from the measures I have taken, of the king's service not suffering by my not withdrawing the present letters of marque and licences. Your lordship may be assured, that, being now apprised of your desire, with regard to licences for any articles cleared out for the colonies, I will pay the most implicit respect to it, until your directions shall be received to the contrary. I will trouble your lordship to direct proper certificates

certificates

A P P E N D I X, No. 75, 76.

certificates to be brought me by the several masters mentioned in the inclosed list, of their compliance, or not, with their engagements, that I may take such steps against the delinquents (if any) as shall become necessary. I am, my Lord, &c.

(Signed)

JOHN DALLING.

Lord Viscount Howe.

One of the same tenor to Sir William Howe.

No. 75.

List of vessels with Letters of Marque, granted by John Dalling, Esquire, Lieutenant Governor and Commander in Chief of Jamaica, &c. &c.

In Governor Dalling's, of 13th January, 1778.

1777.
October 6th. Schooner Hope, Joseph Webley, commander, belonging to Henry Cottle, of Kingston, merchant; cargo, rum, to New-Providence, from thence to New-York, with turtle and fruit. (Without a licence.)
- 15th. Schooner Betsfey, Alexander Hamilton, commander, belonging to Dick and Miligan, of Kingston, merchant; cargo, rum, coffee, and Sugar, to New-York. (With a licence.)
- 17th. Brigantine Bateman, Nathaniel Harriot, commander, belonging to Peter and Charles Ramsay, of Kingston, merchants; cargo, rum, coffee, and sugar, to New-York. (With a licence.)

No. 76.

Copy of a Letter from Governor Dalling to Lord and Sir William Howe, 14th November, 1777.

In Governor Dalling's, of 13th January, 1778.

My Lord,

I take the liberty to inform your lordship, that I have granted a letter of marque to the ship Mary, Henry Johnson, master; principal owner, Hercules Ross; for New-York; which I should not have done, but on the owner producing a licence from admiral Gayton, from New-York, for which port being loaded, she would have failed in consequence of the above licence, without the letter of marque, mine having been refused to her. I make no doubt but the admiral acts from sufficient authority, and that he judges properly; I only mean to manifest to your lordship, that I shall grant no licence whatever, for New-York, till your circular letter, of the 20th of April

A P P E N D I X, No. 77, 78, 79.

April last, shall be revoked. I hope your lordship and Sir William have received mine of the 18th October, relative to licences, &c.

I have the honour to be,

(Signed)

JOHN DALLING.

No. 77.

Copy of a Letter from Lord Macartney to Lord George Germain.

Saint George's, Grenada, 1st Dec. 1777.

My Lord,

The Thynne Packet arrived here on Friday last, and brought me your lordship's circular letter of the 3d of October.

Having written so fully to your lordship of late, I have nothing to trouble you with at present, but to say, that I shall certainly obey his Majesty's commands, in refusing, for the future, all licences for the clearance of rum or melasses, for the supply of the fleet and army, except to the contractors. I am sorry that I did not receive it sooner; for the moment that advice was brought here of the taking of Philadelphia, three vessels sailed from hence with stores and provisions for that place.

I am, &c.

MACARTNEY.

No. 78.

Extract of a Letter from Governor Morris to Lord George Germain, dated St. Vincent's, 4th December, 1777.

I have never granted any licences to carry rum, or indeed any thing, to the American continent, on any pretence whatever, lest the rebels might avail themselves of such; and shall continue the same caution, and also shall prevent any such practice from any other quarter, agreeable to his Majesty's pleasure; signified to me in your lordship's circular letter of the 3d of October.

No. 79.

Extract of a Letter from Governor Burt to Lord George Germain.

Antigua, 16th December, 1777.

Yesterday I had the honour of your lordship's letter, No. 6, October 11.

Hitherto, in compliance with his Majesty's 20th instruction, the precedent there given, and the act of parliament when applied to, I have given licences to vessels in this government to carry rum to New-York; melasses, scarce ever any goes from these islands. The quantity of rum from this government has been very inconsiderable; however, your lordship may be assured his Majesty's order shall be most strictly obeyed, and that I will not license a single gallon to be exported; which shall come to my knowledge. I shall immediately in the Gazette give the merchants notice of his Majesty's commands, and also the officers of his Majesty's customs.

Right Honourable Lord George Germain.

N. 80.

A P P E N D I X, No. 80.

No. 80.

*Extract of a Letter from Governor Bruere to Lord George Germain, dated
Bermuda, 19th March, 1778.*

On the 14th instant I had the honour to receive your lordship's circular letter of the 3d October; and having received Lord Viscount Howe and Sir William Howe's joint letter last year, not to grant licences for either rum or melasses, I have not given any licence since for those articles.

Neither did any more than three or four small vessels go from this port in the whole, with very small quantities, before I received my Lord Howe's dispatch; and not any hath been cleared out since; and I shall continue to pay perfect obedience to those commands.

F I N I S.



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