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John Adams

Consuetudo, vel, Lex Mercatoria:

OR, THE

Ancient Law-Merchant.

In Three Parts, according to the Essentials of

TRAFFICK.

Necessary for

Statesmen, Judges, Magistrates, Temporal and Civil Lawyers, Mint-men, Merchants, Mariners, and all Others Negotiating in any Parts of the World.

By Gerard Palynes, Merchant.

Whereunto are Annexed the following TRACTS, viz.

I. The Collection of Sea Laws.

II. Advice concerning Bills of Exchange.

By John Marius, Publick Notary.

III. The Merchants Mirrour: or, Directions for the Perfect Ordering or Keeping of his Accompts. By way of Debtor and Creditor, after the Italian Manner. By R. Dafforme, late Accomptant.

IV. An Introduction to Merchants Accompts. By John Collins, late Fellow of the Royal Society.

V. The Accountants Closet, being an Abridgment of Merchants Accounts, kept by Debtor and Creditor. By Abraham Lifet.

The Third Edition,

Wherein are Inferted the Three TRACTS following, never Before Printed in any former Impression.

- I. The Jurisdiction of the Admiralty of England Asserted. By Richard Zouch, Doctor of the Civil Laws, and late Judge of the Admiralty.
- II. The Ancient Sea Laws of Oleron, Wisby, and the Hanse-Towns, still in force. Rendered into English for the use of Navigators. By G. Miege, Gent.
- III. The Sovereignty of the British Seas, proved by Records, History, and the Municipal Laws of this Kingdom. By Sir John Buroughs, late Keeper of the Records in the Tower of London.

LONDON,

Printed for T. Basset, at the George in Fleetstreet; R. Chiswell, at the Rose and Crown in St. Paul's Church-yard; T. Horne, at the South Entrance of the Royal Exchange, and E. Smith, at the Bible under the Piazza. I 686.

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By GERARD MALTNES Merchant.

Salus Populi, Suprema Lex esto.

LONDON,

Printed by J. Redmayne, for T. Baffet, at the George in Fleetstreet; and R. Smith, at the Royal Exchange in Cornhil. 1685.

Cancel (1) AVI Line mark to the state of the state Most High and Mighty Monarch

JAMES,

By the Grace of God, KING of

GREAT BRITAIN, FRANCE, & IRELAND,

DEFENDER of the FAITH, &c.

Most Dread and Gracious Sovereign,

HE State of Monarchy must needs be the Supremest Thing under the Cope of Heaven, when Kings are not only God's Lieutenants upon Earth, and sit upon his Throne; but also are called gods, by God himself, in regard of their Transcendent Preheminences and Prerogatives, whereby they maintain Religion and Justice, which are the only true Supporters and fundamental Stays of all Kingdoms and Common-weals, so naturally united and conjoined, that where both of them are not, properly there can be neither. These high Attributes cause their Laws to be Sacred, and consequently Religiously to be observed; whereby Justice is administred, A 3 which

which is Distributive and Commutative. The Commutative part includeth Traffick, which is the sole peaceable Instrument to inrich Kingdoms and Common-weals, by the means of Equality and Equity, performed especially by the Law-Merchant, by reason of her stability. For albeit that the Government of the said Kingdoms and Commonweals doth differ one from another;

I. In the making of Laws and Ordinances for their own Government.

II. In the making of War, Peace, or Truce,

with Foreign Nations.

III. In the providing of Money within themfelves for their Safeguard and Defence.

IV. In the Election of Chief Officers and Ma-

gistrates: And,

V. In the manner of the Administration of Justice, wherein many Mutations are incident, yet the Law-Merchant hath always been found Semper Eadem; that is, constant and permanent, without Abrogation, according to the most Ancient Customs, concurring with the Law of Nations in all Countreys.

Great Reverence is due unto Laws at all times, and hath been in all Ages. Solon caused the Athenians to swear to the observation of his Laws, during the time of an Hundred years. Licurgus did embrace a voluntary perpetual Exile, to have his Laws observed by the Lacedemonians until his return, intending never to return: And the Romans did suffer their Old Law of Twelve Tables, though unjust in many Points, to decay by little and little, rather than to make a sudden Alteration of

it, tending to the Contempt of Laws. Greater reverence then is due to the Law-Merchant, which

hath proved always firm and inviolable.

Wise Men have observed, That happy are those Common-weals which are governed by Philosophers, happier is that King who can wifely govern them; but most happy is Your Majesty, in whom true Philosophy doth reign and prosper, as Vines do in eminent places, by an inestimable treasure of an observing, discerning, and applying Princely judgment, governing Your Kingdoms and Dominions. The confideration whereof, accompanied with my bounden Duty, hath emboldned me, of late, to dedicate unto Your Sacred Majesty a little Treatise, Intituled, The maintenance of Free Trade, wherein mention is made of this Volume, which likewise is to be presented to Your Highness: For it befalleth unto me, as it did to the Philosopher, who, by progression in wisdom, endeavouring to attain to the perfection of knowledge, did perceive that the nearer approaching thereunto, seemed to him to be furthest off. So my endeavours, striving to deserve some things at Your Royal Hands, feem unto me to merit least of all: But being confident of Your most gracious Benignity, and superexceeding Grace, I'do offer unto Your most judicial Eyes this Law-Merchant, described according to the three Essential Parts of Traffick, with the means whereby the wealth of Your Majesties Kingdoms and Dominions may be increased and preserved, which being done by just and politick Courses, may properly be called the Preheminent Study of Princes, grounded by Com-mutatio Negotiativa, upon the rule of Equality and Equity, as aforesaid, observed by Your high Wis-

The Epistle Dedicatory.

dom, upon the predominant part of Trade, which is the Mystery of Exchange for Moneys between us and Foreign Nations, wherein Your Highness doth surpass all the Treatises and Conferences had by Your Noble Ancestors and Predecessors Kings, with other Princes and States. If Your most Excellent Majesty therefore shall be pleased (from the Zodiack of Your Gracious Aspect) to cast fome reflecting Beams upon the plain Superficies of this Law-Merchant, every little Spark therein will become a Flame, and all Merchants and others shall be enabled to draw (by the Diameter of it) Meridian Lines of Your Royal Favour, without which this Book may be compared to a Sun Dial, which is no longer ferviceable, than whil'st the Sun-Beams do illuminate the fame. In hope of which superabundant Favour, I do apostrophate this Epistle, but do multiply my ardent Prayers for Your Majesties most happy Reign long to endure over us, to God's Glory, and our Comforts.

Your Majesties most Loyal

And Obedient Subject,

Gerard Malynes.

Jamus Tyley Jun ## 1713

Courteous Reader.

HAT famous Philosopher Zenophon extolling the Per-fian Laws, testified, That their Citizens, from their Infancy were Educated and Taught not to attempt, or almost to imagine any thing but Honest and Just; which was the cause (as Gellius reporteth) that Draco a Citizen of A-. thens, made their Laws so strict and severe, that it was said they were Written with Blood, and not with Ink. Whereas on the other side the Law made by Solon, was compared to a Spiders web, which taketh the lesser Flies, and suffers the greater to escape, and to break the same. So that every extream being vitious, Reason requireth a Law not too Cruel in her frowns, nor too Partial in her favours. Neither of these defects are incident to the Law-Merchant, because the same doth properly consist of the custom of Merchants, in the course of Traffick, and is approved by all Nations, according to the definition of Ciccro, Vera Lex est recta Ratio, Natura congruens, diffusa in omnes, Constans sempiterna: True Law is a right Reason of Nature, agreeing therewith in all points, diffused and spread in all Nations, confisting perpetually; whereby Meum and Tuum is distinguished and distributed by Number, Weight, and Measure, which shall be made apparent. For the maintenance of Traffick and Commerce is so pleasant, amiable and acceptable unto all Princes and Potentates, that Kings have been and at this day are of the Society of Merchants: And many times, notwithstanding their particular differences and quarrels, they do nevertheless agree in this course of Trade, because Riches is the bright Star, whose height Traffick takes to direct it self by, whereby Kingdoms and Common-weals do slowrish; Merchants being the means and instruments to perform the same, to the Glory, Illustration, and benefit of their Monarchies and States. Questionless therefore the State of a Merchant is of great dignity, and to be cherished; for by them Countries are discovered, familiarity between Nations is procured, and politick experience is attained. Whereupon I have been moved, by long observation, to put the worthiness of the Customary Law of Merchants, in plain (a)

To the Reader.

and compendious writing, by undoubted principles, familiar examples and demonstrative reasons, without affectation of curious words, more than the gravity of the Theem in some places did require.

I have Intitled the Book according to the Ancient name of Lex Mercatoria, and not Jus Mercatorum; because it is a customary Law, approved by the Authority of all Kingdoms and Commonwealths, and not a Law established by the Soveraignty of any Prince, either in the first foundation, or by continuance of Time. And beginning with Time, Number, Weight, and Measure, I do descend to the three essential parts of Trassick, divided into three parts accordingly, by comparing them to the Body, Soul, and Spirit of Commerce: Namely, Commodities, Money, and Exchange for Money by Bills of Exchanges. The First, as the Body, upheld the World by Commutation and Bartring of Commodities; until Money was devised to be Coined. The Second, as the Soul in the Body, did infuse life to Traffick, by the means of Equality and Equity, preventing advantage between Buyers and Sellers. The Third, as the Spirit and faculty of the Soul (being feated every where) corroborateth the vital Spirit of Traffick, directing and controlling, by just proportions, the Prices and Values of Commodities and Moneys. For even as Merchants are the instrumental cause of Trade, even so is the Exchange for Moneys the efficient cause with Us, in the course of Traffick, and become predominant or over-ruling the price of Commodities and Moneys, as aforefaid. This is manifested by three Paradoxes, alluding to the faid three effential parts of Commerce, which for a Corollary I have added in the latter end of this Book, with such other worthy Observations as in the first Chapter are declared. And even as the roundness of the Globe of the World is composed of the Earth and Waters; so the Body of Lex Mercatoria made and framed of the Merchants Customs, and the Sca-Laws, which are involved together as the Seas and Earth. In the description whereof I have used to make repetition of the material points, according as occasion did minister unto me for to make application thereof, for the better understanding of the Judicious Reader, being the main scope that all Writers are to regard and care for. The means whereby the differences and controversies hapning between Merchants in the course of Trade are ended is also declared; which most of all require brevity and expedition, and had need have a peremptory proceeding, as was invented for the Common Law of the Realm of England, the due commendation whereof is added hereunto; shewing also how of the same there might be made an Art or Science, and

To the Reader.

what observation of other Laws are concurring with ours, both in the strictness of Law, and the lenity of Equity, most consonant with the Law-Merchant, the knowledge whereof is of so great consequence, that without it all Temporal Laws are not compleat, but imperfect. The scope of all therefore is, That the rule of Equality and Equity may take place between Us and other Nations, which Velut Ariadna cæca regens filo vestigia, non modo nos errare non finit, sed etiam efficit, ut aberrantes in rectam viam deducamur, as hath been mentioned in our last Treatise of the maintenance of Free Trade, lately published. Concluding (Gentle Reader) upon all the premisses handled (as I hope) substantially, I commend and submit the same to the loving entertainment of the profound and discerning judgment of the Discreet, Wise, and Experienced; wishing, that (like matter set down by the Pen of Apollo) they may sound sweetly in your apprebension, and give to your conceit most harmonious Musick, Pleasure, and Delight.

London, Nov. 25. 1622.

Thine to use always ready,

Gerard Malynes.

A

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TRODUCTIO

Lex Mercatoria,

LAW MERCHANT,

And the Antiquity thereof.

CHAP. I.

HEN Almighty God had created Man good, and a fociable creature, who could not so well live alone, as other creatures sufficiently provided (by Nature) for their sustenance; and had reason assignment ned and given unto him, above all the faid creatures: yet all the means and faculties of his Body and Soul, were not sufficient to make him happy whilest he was alone. But necessity did require a concourse of Men helping one another, to supply (with a common strength) the sad weak-ness; for the burden of the said necessity was so weighty and great, that one Man alone was not able to manage the same. Then it came to pass, that by mutuall contribution of Offices, every Man did afford means according to his ability for the common good, so that those which were of a strong Body did employ their labour to get living and maintenance for themselves and others: And those which were endued with the best part of the Soul, as Understanding and Reason, did undertake the most important matters, teaching Men how to live well, and informing them of their felicity (which they judged chiefly to confift in vertuous actions) endeavouring to make impression in the Soul of Man, of certain good Laws for the observation thereof, with a reference of them to the first Law engrassed in the Soul of Man, as a part of that Divine Light which was infused in him, to know (in some measure of perfection) the good and evill, and accordingly to receive reward or punishment.

As for the other and better part of informing and guiding the thoughts and affect ions of men, to a supernutural end, that, as surpassing the compass of that lower sphear wherein I now move, must be lest untouched by me, who here take for my object not Called by the

the spiritual but the civill life of man, and the means thereto conducing.

Grecia

Touching therefore the externall part. The mutuall contribution of Offices amongst derifis.

men hath from the beginning continued, both in labouring and manuring the naturall Riches of the Lands in Corn and Pasturage; as in the immediate children of our first Father Adam, and in planting Vines, and making an extract of the juyce of the fruit of them, as Nosh. Which Riches in matter and foundation naturall, and partly also in alteration and managing artificially, every Processor not long after the beginning of the world severally injoyned in property: and hence did proceed a commerce, first in reall enterchange and communications of things of the same or other kinds, but all naturall commodities, as sheep for sheep, sheep for Corn, Wine for Oyl, &c. Letween Man and Man, or Nations and Nations according to Number, Weight, and Mea-

Grecians Syn-

Gen.

Gen. 37-27.

The Law-Merchant a most antient Law.

fure, and after, to avoid confusion, by a commune pignus currant mutuall, which we call money, both by way of Merchandizing; the most ancient evidence hereof is Abraham's purchasing for money a field for burial. The observation and customs whereof was the beginning of the Law-Merchant, and that especially when mankind was propagated into an infinite number, and the domestics, or near hand commodities were not fufficient for their fustenance in some countries, and in other countries were over abundant; then of necessity followed the use of trusting, exchanging, and trading: first, on the Land in the main Continent, and then extensively upon the Seas, both for fishing and negotiation. Then did Merchants travell from Country to Country: So in the days of the Patriarch Jacob, did the Merchants Midianiets in their journy meet with the children of Jacob, and then Joseph was carried by their means into Agypt, and fold to Potipher for the good of his Father and all his Family. And then it was, and proved to be true, (which experience hath confirmed) that Vita ciculis in societate posita est, societas autem in imperio & commercio: fo that it plainly appeareth, that the Law Merchant, may well be as ancient as any humane Law, and more ancient than any written Law. The very morall Law it felf, as written by Moses, was long after the customary Law of Merchants, which hath so continued and been daily augmented successively upon new occasions, and was not altogether made in the first foundation as the Laws whereby the Commonweals of Israel (whose Laws were uniformly made by Moses from God:) or those of Crete, Cybaris, Sparta, and Carthage by Minos, Charondas, Lycurgus, and Phalcas. Nevertheless, many Emperours and Kings have always referred the ending of differences, which happen between Merchants, to be done and decided according to the Law-Merchant, That is to fay, according to the custom of Merchants; who by their travels found the diversity of weights and measures, and the goodness and use of commodities pleasing to all nations, whereby the superfluities of them were vented amongst them. Tr quod nspiam nascitur boni, id apud omnes affluat.

chant. De Repub.

Jus gentium.

This Law of Merchants, or Lex Mercatoria, in the fundamentals of it, is nothing elfe the Law-mer- but (as Cicero defineth true and just Law) Resta Ratio, natura congruens, diffusa in omnes; Constans sempiterna. True Law is right Reason, agreeable to Nature in all points: diffused and spread in all Nations, consisting perpetually without abrogation: howbeit some do attribute this definition unto jus gentium, or the Law of Nations, which confifteth of Customs, Manners, and Prescriptions of all Nations, being of like conditions to all People, and observed by them as a Law: But the matter being truly examined, we shall find it more naturally and properly belongeth to the Law-Merchant.

Every man knoweth, that for Manners and Prescriptions, there is great diversity amongst all Nations: but for the customs observed in the course of traffic and commerce, there is that fympathy, concordance, and agreement, which may be faid to be of like condition to all People, diffused and spread by right reason, and instinct of nature confisting perpetually. And these Customs are properly those observations which Merchants maintain between themselves, and if these be separated from the Law of Nations, the remainder of the faid Law will confift of but few points.

Prérogaltves of Princes by the Law of Nations.

Princes and Potentates by their Prerogatives (respecting the Law of Nations) do permit amongst themselves a free travelling by land through their several Kingdoms, Territories, and Dominions, unless they be open enemies: they hold likewise a community of the Seas for Navigation, as also a distinct dominion of the Seas adjoyning to the Territories and Jurifdiction of their countries, they take Custom, Subfidies and all manner of Impolition upon the commodities imported and exported out of their Harbours, Havens, and Ports, as also for the fishing in their Seas, Streams and Dominions; of all which the Merchant is to take especial notice, to avoid danger in the Traffic and Trade with their Subjects, for non-payment of the same, which they claim jure gentium.

Are not the Sea-Laws established to decide the controversies and differences happening between Merchants and Marriners? And is it not convenient for Merchants to know them? Confidering that Merchants maintain the Fisher-men, and (by way of Trade) cause the Sea and Land Commodities to be dispersed every where?

So that the prerogatives do also appertain to the Law-Merchant, as properly inherent unto commerce, and the observation of Merchants being of like condition

to all People and nations.

Concerning manners and prescriptions, wherein the differences is to be noted from Manners and the Law-Merchant; the fame confift in the erecting of Officers, creating of Officers, prescriptions and making of Laws, which of themselves make a separation between Customs; of the L Also the giving or bestowing of honours and dignities, the granting of privileges, Nations. and the doing of any thing which concerneth the Honor, Body, and Goods of any man, whereunto all things touching man have a reference, and do meerly belong to the preheminence of Princes in their Places of Soveraignty.

And herein let us observe the difference between Laws and Customs according

to the description of the said worthy author Cicero.

A Custom (faith he) taketh her strength by little and little in progress of Time Difference be by a generall confent, or, of the most part; But the Law cometh forth in a moment tween Laws and taketh her strength from him that hath power to command: Customs do take place gently; but the Law commandeth with a power suddenly. True it is, That the Law may abolish Customs, but Customs cannot derogate from the Law, because Magistrates will see them executed at all times. Customs have their strength by fufferance; but the Law commandeth by absolute authority of a Prince. Customs are of no less power than a Law, and the difference consistest most in the manner. Lex est cui omnes homines decet obedire propter multa & varia, & maxime quia omnis lex est inventio quadam & donum Dei. All men ought to obey the Laws, which are many and divers, and chiesly because all Laws are (as it were) an invention and a gift of God. So much, yea more may be said of the Custom of Merchants, because of their continuance and antiquity, as aforefaid.

And for that the faid customary Law of Merchants, hath a peculiar prerogative The Prerogaabove all other Customs, for that the same is observed in all places, whereas the Cu-chants Customes of one place, do not extend in other places, and sometimes they are observed, stomes above and some times they are neglected. But the Customs of Merchants concerning traf-strongs. fic and commerce, are permanent and constant, and when they are not truly observed in some places, by some errour or misprisson: Non est consuetudo, sed usurpatio; For fuch Customs lose their names, and are called Usurpation, which is the cause that many times Customs are established for Laws by him or them that have power to make Laws. And Customs are the best Interpreters of the Laws, either for sup-customes are preffing of vice, or establishing of Vertue: So that whatsoever alledgeth a Custome in the best interhis defence, is to prove and maintain the same if it be honest. Now we must not understand this of any evil Custom, because they make no presidents, and are to be fuppressed by Laws. Likewise a Custom well observed, is to be preferred before a Law not observed. And this Gradation ought to be maintained and feriously obser- A Gradation ved concerning Laws and Customs, That even as the Wills, Contracts; or Testa-concerning ments of particular men, cannot derogate or undoe the Ordinances of the Magistrates; Customes. and as the Order of the Magistrates cannot abolish ancient good Customs, or Cufroms cannot abridge the generall Laws of an absolute Prince; no more can the Law of Princes alter or change the Law of God and Nature.

Bartolus, Baldus, Justinian, Ulpian, Paul the Jurisconsultu, Papinian, Benvenuto Straccha, Petrus Santern, Joannes Inder, Balduinus de Vbald, Rodericus Suarez, Jason, Angel, Andrias Tiraquell, Alciatus Budeus, Alexander Perusius, Pomponius, Incolaus Boertius, Azo, Celsus, Rufinus, Mansilius, Sillimanus, Accurstus, Franciscus Aretinus, Grisogonus, Lotharius, Julianus, and divers other Doctors and learned of the civil Law, have made many long difcourses and Volumes of Books of the questionable matters fallen out amongst Merchants, for, and concerning Merchandise, which are yearly observations, or Book-ca-Book gases of fes and precedents; by the reading whereof, Merchants are like rather to Metamor- the Law-Mer-phife their profession and become Lawyers, than truly to attain to the particular chant. knowledge of the said Customs or Law-Merchant: For they have armed questions and disputations full of quillets and distinctions over-curious and precise, and many

Apicis juris,

of them to small purpose, full of Apicis juris, which themselves have noted to be subwhat they are, tilties, saying Apicis juris sunt quæ subtilitatem quandam respiciunt magis quam facti veritatem. They do more regard certain subtilties than the truth of the fact, or matter: As for example. To define.

Quid sit Mercator, what a Merchant is? Quidve Mercatura, what Merchandising is?

Whether he is a Merchant that doth once buy and fell?

Whether merchandifing and negotiating be one and the fame?

Whether an Usurer be a Merchant?

Whether felling by retail shall be called merchandising?

Whether a Clergy man or a Gentleman dealing in buying and felling, shall be called a Merchant in any controversie?

Wherein a Merchant may be like an Usurer ?

Whether a man buying commodities in gross, and working the same out again into other things to be vented by an ordinary course of traffick, be a Merchant, artisicer, or trades-man?

Whether a feller of horses may be called a Merchant?

Whether a shop-keeper trading beyond the seas and at home, be a Merchant?

Whether a Merchant shall be called to be a Merchant of one kind of commodi-

ties, that dealeth for divers forts of Merchandises or Wares?

Whether he be a Merchant that dealeth not for himself: but others negotiate for him? or whether a young man dwelling with a Merchant, may be a Merchant? And other the like questions which I hold it to be unnecessary to trouble Merchants brains withall.

Definition of a Merchant.

The definition of a Merchant is to be noted. For he that continually dealeth in buying and felling of commodities, or by way of permutation of wares both at home and abroad in foreign parts, is a Merchant.

Conditio numeri potioris, non maioris.

Next in order, the conditions and properties which a Merchant ought to have, are to be considered; namely to be without fraud and deceit in his buying and felling of commodities, and to keep faith with all men.

Hereupon questions are made, whether a Merchant may traffick with Turks, Heathens, Barbarians, and Infidels, and perform promife with them? whether a Merchant may fell his commodities as dear as he can, without respect of persons? whether Caveat empror. he may use lies (as being officious) in the selling of commodities? whether he may be crastly without deceit? whether learning be requisite in a Merchant? whether he may deal in prohibited commodities at his apperil? whether a Merchant buying commodities and felling them better cheap than they cost him, shall be held in sufpition to be near decaying? And the like of him that taketh up much money at inte-

The continu-

The faid Civilians have also determined how long a Merchant is to be so called: ance of a Mer- which is either when he breaketh, or giveth over to deal in Merchandise; or when he is prohibited to deal, for offences committed. And hereunto thay add a declaration of such as may trade; and by the contrary thereof, is to be understood who may not trade, viz. Clergy-men, Noblemen, Gentlemen, Souldiers, Counsellors at the Laws both Ecclesiasticall and Temporal, publick Officers and Magistrates, frantick perempted to be fons and mad-men, Youths under years, Orphans, Lunaticks and Fools, all these are exempted to be Merchants: But Sons and Servants may deal in Merchandise

Persons ex-

with their Fathers and Masters. Lastly, they have robseved, that Merchandise is properly to be made of all movechandife is fit able things, excepting holy things, and prohibited wares, or munition to be carried unto infidels or enemies. All which determinations can give but little fatisfaction to instruct Merchants.

What Merfor trade.

> Plato faith, that Merchandise is two fold, namely, ad victum & vestitum, of things for the back and for the belly, as belonging to the body of man; and of things concerning the mind of man, as learning of musick, and other arts bought for mony, and fold again to others for mony; and this diffinction is in regard of man, but far

Merchandise two-fold.

from that matter of traffique, and commerce which is comprehended under commuta-

tive justice, whereof Cicero speaketh.

Let us therefore set down, what a compleat Merchant ought to know concerning the course of merchandising, and withall declare the method observed in this Book of the Law of Merchants.

1. A merchant ought first to know the science of Arithmetic, and to observe the The methods dayes & times in all his negotiations, and the beginnings of the year in all countries, of this Books and to calculate all things orderly.

2. The feverall weights and measures of all countries concerning all commodities, and the correspondence of them, that there may be to him in effect but unum pon-

dus & una mensura, that is, one weight, and one measure.

3. The science of Geometry, and some inspection of Cosmography, and the Mathematicks, thereby to know the scituation of Countries, with their distance and spaciousness: and the distinct dominions of Princes by Land and by Sea, with their juris-

diction, and duties for fishing and otherwise.

To know the three Essentiall parts of traffick, being Commodities, Mony, and Exchange for mony by Bils of exchanges; under which all the traffique and trade is performed in all countries, or by some of them, because they are the causes of commerce, whereof the effects are buying and felling of commodities, receiving and paying of monyes and delivering and taking of monyes by exchange, with their Adjuncts and Accidents in the faid course of traffique.

5. To know also the goodness of the principal commodities of all countries, either superficially for colour and beauty; or substantially for quality and use. As also the weight, fineness, and valuation of the monyes of all countries, with the proportion between the Gold and Silver, and the manner of exchanges made by bills upon the imaginary monyes, invented to make exchanges between Country and

Country.

6. The customs used in the buying and selling of commodities for mony or bills

obligatory, or by way of Commutation or Barter.
7. The delivering of monyes at interest, or upon Botomary, or upon lives, annui-

ties, or pensions in nature of rent, &c.

The fraighting and fetting forth of Ships, making of Charter-parties, Bills of lading, Invoice, and Covenants and Contracts. As also the sea laws, to decide all questions and controversies which fall out betwen Merchants and Mariners, and Owners of Ships.

9. The customs, subsidies, impositions, tribute, and tolles payed upon all the

commodities imported and exported, within the dominions of all Princes.

10. The manner of making Assurances upon Goods, Ships, the Persons of men, or any other things adventured by fea or by land; and the customs observed therein between nation and nations.

The keeping of Merchants accompts, by Debitor and Creditor, and the calculation of the diversities of mony, whereby the said Books of accompt are kept.

The authority and proceedings of Merchants Courts, or Priors and Confuls. to decide the differences according to equity in places where they are kept, or any other Laws Imperiall, or Common to some countries, whereby Merchants controversies are determined; with the course of attachments and sequestrations, or executions and finall determinations by arbitrators, or judiciall decrees in any Chancery or Court of Equity.

All these (making the customary law of Merchants) have never been written by The Customaany Civilian or Philosopher, nor for ought I know, of any author, as is convenient for ry Law of the Merchants; whereupon I have (with Gods affiftance) refolved to handle the fame Merchants. compendiously, and substantially in this Book, upon fifty years observation, knowledge, and experience. And albeit that the Sea laws are comprehended therein, whereby

the proceedings might feem to be premiseuously handled, nevertheless the method is followed as near as the matter could afford, according to the said three Essentiall parts of Trassic, or the three Simples of Commodities: Mony, and the Exchange of mony by Bils of exchanges, as hereaster may appear. And this I aw of Merchants hitherto observed in all countries, ought in regard of commerce to be essented and held in reputation as the Law of the twelve Tables was amongst the Romans. For herein you shall find every thing built upon the foundations of Reason and Justice. And knowing the foresaid twelve points, you shall be able to please your own mind, and give satisfaction of your sufficiency to others. For the saying is true; Melius est civitatem, ab optima lege, quam ab optimo viro gulernari; It is better to govern a City by a good Law, then by a good Man. And it is better for a man to be ruled by Reason, than by his own reason to seek to rule others.

Finally, to give satisfaction to the Learned and Judicious, I have abstracted the observations of the Learned in the Civil Laws, upon all the precedent points, and added them unto the following Chapters distinctly from the Customs of Merchants; using the ordinary name of Civilians in generall, without naming any particular Author, to avoid ambiguity and uncertainty in the contents of this Book, divided into three

parts, according to the faid three effentiall parts of traffic.

CHAP. II.

An Observation concerning TIME.

LL men of Judgement and understanding do know, that there is no-

thing more necessary for the knowledge of Histories and divers estates of the world, then the observation of Times, without which, great obscurity and errors will be sound in the actions of men, as well in matters of Religion, as in civil government, where Merchants (in regard of their traffic and commerce) have the managing and disposing of the Wealth of Kingdoms and Commonweals. So that it behoveth them to observe the the Years, Months, and Weeks, Days, and sometimes the Hours of their negotiation, with the course of the Moon, and the cbbing and flowing of Waters, the variation of Winds, and alteration of Weathers, for storms at the Seas, and unseasonable Times on Land, whereby the harvests do fail, and commodities become to be plenrifull or scarce, and the prices thereof dear or good cheap: with many other considerations incident in the course of buying or selling of commodities, and in receiving and paying of monies.

To make a definition of Time, (will in one respect) be very difficult, if we consider that Time is inseparably conjound with eternity. But if we observe the attribute of Time, and to distinguish things orderly, we shall easily perceive what time is, and

anake use thereof.

The attributes of Time.

Merchants

Time.

are to observe

Time is the Consumer of all things. Tempus edax rerum.

Time is the discoverer of all things, Veritas filia temporis.

Time is uncertain and wanteth bounds, Tempora mutantur, &c.

Times minutes past, no treasure can restore, Increasable Tempus.

Time doth pierce the hardest slint, Gutta cavat latidem, non vi, sed sure cadendo.

Time hath a salve for all extremities, and yet legetteth usury.

Times

Times office is to end the hate of Foes.

Times Glory is to calm contending Kings.

Time is a tutor both to good and bad, and doth discover the affections of the mind:

Time offers still each hour to do amiss.

Time breedeth grief, and heals when Art doth fail.

By Time and Wisdom passion are supprest.

In Time fmall Wedges cleave the hardest Okes.

Time is the Anchor both of Truth and Right. Time hath fet down the compass of his course.

Times motions do equal the reeling Sun.

Time measureth our actions.

Time is the best Governor of all our councels.

Time on the weariest wretch bestoweth rest.

Both Life and Love in time must have an end.

Many more attributes may be bestowed upon time: but we shall find upon due consideration, that Time is but a distinction and measure of all things, and between all

things.

Concerning the revolution of Time let us observe, That even as God the Author The revolution and Conferver of all things, in a comely and decent order hath appointed a fuccession on of Time; and progress of Time, for accomplishment of the natural course thereof: so hath he appointed certain periods and revolutions of Time, wherein things return to the fame or like estate wherein they were before: As we see in the motions of the Heavens, and confequently in the feafons of the year, all which are measured by Time. The Sun, the Moon, and the Stars, to have their particular and diffinct revolutions, wherein they accomplish their courses, and return after a limited and determinate space of Time to the places from which they did depart.

The Sun compleating his course and revolution in 365 days, and almost 6 hours Annus quality or a quarter of a day, as shall be declared, which is that space of Time which we call Annulus, the year, termed Annus, qust Annulus, taking the similitude from a Ring; which caused the Egyptians to make the figure thereof in their Hieroglyphicks like unto a Serpent

biting his own tail.

The Moon by her revolution in the Sphere in 28 days or thereabouts, determinates

unto us the months, as the Sun doth the days and hours.

Saturnus the planet maketh his revolution in 30 years. Jupiter in 12 years. Mars in two years: and Venus and Mercury in 360 days or thereabouts. The fixed stars have also their peculiar motions and revolutions: The knowledg of all which is both pleasing and necessary unto judicious Merchants.

And because Time is subject to be numbred by Ages, Years, Months, Days, Hours, Minutes, and their divisions and subdivisions, we cannot in this place omit Periods of Monarchies to particularize concerning the same; albeit it may be thought inconvenient to touch and Comthe observation of the period of Monarchies and Commonweals, made by some Au-monweals;

thors, which (by many important reasons) may be amplified.

Some distribute the whole Ages of the world into three parts, ascribing to every Age 2000 years, which proceedeth from that common opinion of Elias a certain Rabbin or Jew, affirming that the world should stand 6000 years, and then be dissolved : of the which they reckon 2000 years before the Law, 2000 years under the Law, and 2000 years under Christ, which shall be shortned for the Elects sake; which opinion hath been received by divers Godly Fathers; supposing that as the World and all things therein was Created in fix days, so the same should endure 6000 years, taking each thousand years for a day, according to the saying of S. Peter, that one day before 1 Pet. 3. the Lord is as 1000 years, and 1000 years as one day. In this supputation is some reafon; for from the beginning to Abraham, with whom the first covenant was made and Of the Ages of to whom the Law of Circumcifion was given; we find to be near 2000 years, and the World. likewife under the Law, until Chrift, about 2000 years; and now under Chrift is above 1620 years, reckoning toward the last 2000 years.

Augustus

Augustus writing of these Ages, divideth them into six, and reckoneth the first Age to be from Adam from Noah; the second from Noah to Abraham; the third from Abraham to David; the fourth from David to the Captivity of Babylon; the fifth from the Captivity to Christ; the fixt and les under the Kingdom of Christ until the end of the World. Others there be that do distribute the same into four, according to the nature of four kinds of mettals, the Golden, Silver, Brass, and Iron Ages: alluding to the prophecy of Daniel of the four Monarchys. Others do account the fame by thoufands or millinaries, according to certain observations of 6000 years in the alterations of things. Others do calculate according to the Ages of men, supposing 100 years for an Age: and fo now being 56 Ages and more, the number 60 or before, the end of the World shall come. But let us observe the true computation of the Church most generally approved hitherto, and reckon from the Creation until Noah 1656 years when he entred into Ark; and from the Floud to Abraham 367 years; and from the departing of the Ifraclites out of Egypt, 430 years; and from the departing to the building of the Temple by Solomon, 430 years; and from that Time to the eleventh year of King Zedekiah (deduced by Scripture) is 427 years. So the whole sum of these years commeth justly to 3360 years. Hereunto 70 years being added of the captivity of Babylon, is 3430 years, which are 790 Sabbaticall years, of feven years every Sabbaticall year, without any odd number; and from that Time untill Christ, there is no momentary difference by any Historical account, whereof understanding Merchants ought to be informed, and all men take pleasure of this observation in their Almanacks.

Computation

of Ages by

Scripture.

From the Creation of the World, until the last year — From the faid Creation until the Floud From the faid Creation, until the Birth of our Saviour Christ-Since Brute did enter the Island of Great Brittain Since the building of the Temple by Solomon -Since the building the City of Rome Since the Captivity of Babylon -- 1669. Since Julius Cæsar was flain-Since the Birth of our Saviour Christ, until the last year --553. Since the Conquest of England by Duke William ---Since the beginning of the Reign of King James the first of that Name of England, until the 24 of March 1620, is 17 years compleat, but currant-

Of the feveral the year.

Concerning the year there many observations and even of the several beginbeginnings of nings of it. And let us note obiter, that the Body (the Soul of man confifting in the blood) hath 365 veins, as residences agreeable to so many days of the year. All our Almanacks or Calendars begin the year from the 1 day of January, albeit

> this beginning differs in many other Countries, which Merchants ought to observe. The Astrologians begin at the entrance of the Sun in Aries, which is the 21 of

> March, at 12 of the clock at noon.

The old Romans did begin their year ab Hieberno solstitis.

The Experiums and old Jews, from the 21 of March with the Astrologians. Those of zifis and India, ab Equinoctio Autumnali; being the 23 of September, at

12 of the clock at noon.

The Grecians of the longest day of the year. The Venetians of the first of March. The Spaniards from the Annunciation of the Virgin Mary the 25 of March, as England, Scotland, and Ireland. The Portugals and the Eall-Indies, Barbary, Profter-John, the 29 of August. Moses by Gods commandment, ab equinoctio verno, i. Easter, according to which, Easter day was ordained upon the full Moon, being the 14 day of the first Moon, after the Sun entered into the fign of Aries, which is also used in Egypt. Afterward in the year of our Lord 328, the Council of Nice did ordain Eafter day alwaies to be upon the Sabbath day, or Sunday next after the full Moon. And the Bishop of Alexandria made thereupon a list, according to the Circle or Golden Number of the Moon, beginning from the figure 1, till Number 19: for that in 19 years the

Maria

Moon maketh her compleat revolution, and concurreth with the Sun: And if the Number did fall out upon a Sunday, then the Sunday after was Eafter day, according to this abstract; which is now altered by Ten days, upon the alteration Eafter day, of the Kalender by Pope Gregory the 13.

1. The 5 of April. 10. The 27 of March. 2. The 25 of March. 11. The 15 of April. 3. The 13 of April. 12. The 4 of April. 4. The 2 of April. 13. The 24 of March. Golden number. \$ 5. The 22 of March. 14. The 12 of April. 15. The 1 of April.
16. The 21 of March. 6. The 10 of April. 7. The 30 of March. 8. The 18 of April. 17. The 9 of April. 9. The 7 of April. 18. The 20 of March. 19. The 17 of April.

The year being exactly Calculated according to the course of the Sun, or Revo. Revolution of lution in the Zodiack through all the twelve Signs, confisteth of 365 days, 5 hours, the Sun and Moon. 49 minutes, and 16 feconds. And the revolution of the Moon in her going course is 27 days and about 8 hours, and in her returning course about 29 days and one half, called a Month. Others have used, and some yet do use, the years of the Moon divided in 12 Months, every new Moon or course respected: And this year confifteth of 354 days, 8 hours, 48 minutes; 43 feconds, and 12 tierces, to which their was added 11 days called *Epalice*, as adjoyned days; which made the year to be 365 The Epact of days and about fix hours, as aforefaid: Which was used before the Flood, by *Jews*, 11 days added *Quere tamen Greeks*, and is yet at this day used by the *Mahometans*, *Arabians*, and those of *Fez* and *quando incape-*Morocco, and other places. The Babylonians, Egyptians, and Affyrians, have also ob. rint. served 365 days for the year; but they did not add every fourth year one day, which One whole we call the Leap year.

To make a better explanation hereof, let us note, that there is a great Circle imagi-every fourth ned to be in the Heavens, called the Ecliptick, whereupon the Sun hath his conti-February, mual motion or period, never declining from the fame : And on each fide is imagined to be another leffer Circle limiting the latitude of the Zodiack, the middle whereof The Ecliptick is called the Ecliptick for that when leever there shall be a conjunction or opposition of the Zodiack is called the Ecliptick, for that whenfoever there shall be a conjunction or opposition of the Sun and Moon, the Moon being upon the same Ecliptick, over which she passeth twice in one period, in so many days as aforesaid, (which second sections are called the Head and Tail of the Dragon) then (if at the conjunction) is our sight eclipsed by the the interposition of the body of the Moon, being (at the same instant) Eclipse of our fight by the betwixt us and the Sun, thereby hiding some part of his light from our sight: yet hath Sun. the Sun in himself no more loss of light, than if a Man should put a ball betwixt my Eye and the Sun, whereby he might hide from my fight, either the total, or part of when no the body of the Sun. But if it be at the opposition, then the Moon doth indeed lose Eclipse of the lier total light, or part of her light, according to her latitude; for if her latitude be Cause of the more than the Semidiameters of the body of the Moon, and the shadow of the Earth, Eclipse of the then there can be no Eclipse at all. But whensoever the body of the Earth shall be in-Moon. terposed or put betwixt the light of the Sun, and the body of the Moon, (which cannot be but a full Moon, or opposition which are both one) then must she of necesfity lose so much of her borrowed light as the Earth doth take away from her.

Within this imagined Circle or Zodiack are twelve constellations of Stars, called the twelve Signs; each of these Signs is divided into 30 degrees or equal parts,

which make 360 in the total.

Now fince the nature and quality of these twelve Signs were found, and that the Moon being the lowest of the Planets, doth convey and transport their operations Mans body is and force through her Orb unto all Elemental Creatures, causing alteration of divided accorchange and humours, times and seasons and distemperature of bodies; the ancient ding to the Codiack.

Astronomiers

Astronomers have attributed unto them certain names of creatures, figures, and poetical allusions, for distinction sake, and to declare their property in some weak and

confused fort.

Also the Number 19 called the Prime and Golden Number, because it was written in Golden letters for the utility thereof, which deserveth the more so to be adorned with Gold for a perpetual remembrance of our noble King James and his Royal Issue, Born upon the 19 day of feveral Months, which is not without some mystery as I think.

The Golden Number of King James and his Royal 19 years. Iffue.

The 19 of June Ann. 1568, King James was Born in Scotland.

The 19 February, Ann. 1594, Prince Henry (Deceased) was Born, and died before

The 19 of August Ann. 1596, the Lady Elizabeth his Daughter was Born. The 19 of November, Ann. 1600, Prince Charles his Son was Born, Deo gratias.

It may feem strange, that Julius Cafar did not observe this Number of the meeting of the Sun and Moon upon this period, when he made his Kalender 44 years before Christ; for the use hereof began in the year of Christ 532. And this Number of 532 containeth 19 times 28, in which time of 28 years (being the Cicle of the Sun) the fame is multiplied by 19, which is the Cicle of the Moon.

Cicle of the Sun is 28 year.
The Dominical letters.

The Dominical letter is according to the noting of the feven days of the week, according to the Cicle of the Sun, beginning from A.B.C.D.E.F.G. and so return-

ing and continuing for ever.

Divers begin-The day doth also begin diversly: The Astrologians or Astronomers begin the same nings of the from one mid-day (or noon) until the next, being 24 hours by the clock; which is the cause that in their Almanacks they do set down always the place of the course of the Moon, being so many degrees at noon; howbeit, we reckon 12 hours; France Spain, and other places, the Venetians and most towns of Italy, the Bohemians, Athenians, Ægyptians, some Jews and Gracians, Poland and Silesia, from the setting of the Sun untill the next setting, 24 hours. Babylonians, Persians, Chaldeans, fome Hebrews and Greeks, old Romans, they of Wirtenborough and Norenborough, from one rifing of the Sun to the other, 24 hours.

Calends, Nones, and

The days of the Month are also noted by Calends, Nones, and Ides. The first day of the Month was Calend, so called of Vocato Populo, declaring how many days it was to the Nonas, that all the People was to Assemble in the City, to know what was commanded unto them by the Temporal and Spiritual Laws, as being nove observationis initium, or none, as the Ninth day from Idas. The Tuscanes heretofore did homage to their King that day, and then it was commonly new Moon, and Idus was the full Moon, upon the Moon Months, being March, May, July, and October, being of 31 days, which had fix Nonas, wheras the other 8 Months have but 4 Nonas, and every Month 8 Idas.

Indictio Romana.

Indictio Romana, whereby many Histories account their years was instituted when the Romans had dominion over the greatest part of the World, because upon every Lustrum, which was every fifth year, every one was to pay tribute unto them. The first year they did bring Gold, the second Silver, the third year Iron for Munition and Armour: So that it was the space of 15 years, beginning from the 25 of September. And at the Birth of Christ it was Indictio 3, and falleth out in the year of 1620 to be also Indictio 3, according to which observation the Calculation of some Historical years is made.

That the Roman Calender may eafily be reformed without the Alteration of Ten days, made by Pope Gregory the Thirteenth.

Vlius Cafar the first Emperour of Rome, a Man Learned and of great magnanimity, confidering that the Roman years were reckoned confusedly according to the course of the Moon, and by the Hebrews with their intercalar Month, to make the same agree with the Sun: By the Counsel and Instigation of Sofigenes, an expert Mathematician,

thematician, about 44 years before the Birth of Christ, devised a new form of Kalendar, first framed after the course of the Sun, dividing the whole year in Three hundred fixty five days, and fix hours, making it to contain twelve Months whereof the names are yet in use; beginning from March for the first Month; which caused September, October, November, and December, to bear their names the Seventh, Eighth, Nine, and Tenth Month; yet all years by the Almanacks putting January for the first Month beareth the name accordingly from the Heathen God Janus, painted with two faces, as it were beholding the year past, and the year to come. February was so called of certain sacrifices then offered, called Februa; March, of Mars, an The denomi-Heathen God; Aprill, of the Spring-Time, and the Word Aperio, opening all vegeta-nation of the bles and other things: May, of Maya, the Mother of Mercury, June à Juniore, for that Months. all the young People had a meeting in that Month for recreation; July, of his own

name Julius; and Augustus for the enlarging of the Empire.

Now forafmuch as the odd fix hours, could not conveniently be brought to account every year: he ordained that every fourth year one day should be added to February, because four times fix hours maketh up a whole day of Four and Twenty The Leap hours, and the year wherein this odd day falleth, we call commonly Leap year year. having three hundred fixty days. And because it was added at the fix Calends of March, it is named in Latin, Bisixtus, or Bissextilis Annas. Nevertheless Julius Casar did begin his Kalendar in January, when the Sun entreth the eighth degree of Capricorn, eight days after the Winter Solfitium, which then being the shortest day of the solfitium. year fell upon the twentyfifth of December: And the Spring Time Equinoctium, Equinoctium, about the twenty fifth of March. The which places of the Sun are now changed and flidden back in the Julian Kalender, from the faid observation of the Spring Equinoctium, as also from the Harvest Equinoctium (being about the twenty sixth of September) the longest day then falling out the twenty fifth of June, grounded upon this reason, of prevention of the Equinoctiall to the Twelfth, Eleventh, and Tenth days of the faid Months, and the Thirteenth and Fourteenth of September: but the chief cause proceedeth by reason that Julius Casar did reckon the year to continue three hundred fixty five days, and fix hours; which is more than the just Astronomers Calculation by Ten minutes of an hour, and forty four feconds, accounting fixty minutes to an hour, and fixty feconds to a minute: fo that the year truly containeth three hundred fixty five days, five hours, forty nine minutes, and fixteen feconds, as is before de- The difference clared, which difference in the space of one hundred thirty four years or thereabouts of the account maketh one whole day; and in the space of one thousand six hundred sixty four the errour. years, being the time that the Julian Kalender was fet forth, untill the last year, it commeth to Twelve days, Twenty Two hours, Forty minutes, and Twenty Five fe-

For this cause sundry Learned Men have heretosore desired that the same may be reformed, to avoid inconveniences, and to have a true account of years and days. And the matter was propounded to divers generall Councils, but took no effect, till now of late years, by means of Pope Gregory the thirteenth, in the year 1582, and then it was permitted to one Aloysus Lilius, (Professor in Mathematic Astrology) to set down this long defired Reformation; who being refolved to do the same exactly by true account, was hindered by the Clergy, for they would not agree that the same should be drawn back any further than to the time of the Nicene Council, which was in the year 328: and hereupon he brought the reckoning back only Ten days, and caused the 15 day of December to be called the 25 day, which is but observed in Alteration of some places, and brought great controversie in divers Countries: feeing the day of the Ten days, Nativity of Christ, and other Festivall days, and also days of keeping of Fairs and and the in Markets, are changed and holden Ten days before the accustomed time. chants and others in making their Contracts and Obligations are often disappointed of their days of payment, with divers other inconveniences.

Whereas men of true judgement, might have made this argument: Is it by the addition of Time, growing by certain minutes and feconds every year, arifing to one

A true and good reforma-

whole day every fourth year, in the Month of February? Then, as it is increased thereby thirteen days in one thousand fix hundred fixty four years, it may by the same Rule decrease so much in few years, by leaving out, and suspending that one day, which is fo added, untill it come to his first institution and calculation of the Jugood reforma-tion of the Ju- lian Calender; which may be reformed in fifty two years, beginning from the year lian Kalender 1620, being Leap year, and leaving out thirteen days, which is little more than one Hour in the faid, and is no perceptible difference; and after the faid fifty two years expired, to add the faid day again, and there will not increase any one day more, but in one hundred thirty four years. And all the yearly observations may be accommodated accordingly.

I made an exact Table thereof, in the year 160.1, whereby the day of the Nativity of our Saviour fell out again to be the thortest day of the year. This Table was shewed unto the Kings Majesty of Great Brittam (as I was informed) and howsoever

pleasing, yet for some causes to me unknown not held fit to be established.

CHAP. III.

Of Number, and the Misteries thereof.

NITY is the Spring and Fountain of Numbers, which hath a reference unto God, the only Fountain of Goodness, the only Father, Creator and Preserver of us all. Here let us note, that the Philosophers have not only (with one confent) affirmed, That great misteries and vertues are contained in Numbers. But the Ancient Fathers have also observed the fame in the Holy Scripture; as Ferome, Augustin, Origen, Ambrose, Basil, Athanasus, Hilarius, Rabanus, Beda, and others; amongst whom Dr. Rabanus hath made a Book of the vertues which are hidden under Number. And if there were no miftery comprehended under Number, Saint John in the Revelation would not have faid, He that hath understanding let him reckon the Number of the name of the Beast, which is the Number of a Man, speaking of Antichrist in the days of the Emperour Dometian, the tenth Persecutor of the Christians, and the twelfth Roman Emperour, when the Latine Tongue was most frequent, although he did write in Greek, which number was 666 by fignificant letters. Now, as One is no Number, but unitas; fo there is but one God, one World, one Sun, one King of Bees, and Leader amongst Cattell Number Two, is the first off-spring of unity, not composed, but in society united, called the Number of Justice, wherein many things are observable. The Two Tables of the Law; Two Cherubins upon the Ark of Moses; Two Testaments; Two great Lights; Two Natures in Christ; Two Solstices; Two Equinoctialls; Two Poles, and many other things. The Number Three is called Holy, and Tria funt omnia, as the Philosopher faith,

in Terris. D.C.L.V.V, ппп. Unitas.

Vicarius ge-

neralis Dei,

Dualitas.

Trias.

4. & Quina-

Denarias.

which divers also do acknowledg to be of great efficacy in all things; whereof Pithagoras, Virgil, Fliny, Aristotle, Trimegistus and others, have written copiously; the glory of all belonging to the Three Persons in the God-head, with the vertues of Faith, Hope, and Charity. In the figure of Four many things are to be noted, as the Four Elements; the Four originall Winds; the Four Seasons of the year, &c. So of the Number Five, being the Medium of Ten, which in Number figurative climeth no higher, without doubling in Letters or Figures, having this property, that take nine

from ten there remaineth one; take eight, there remaineth two; take feven, there remaineth three, and fix remaineth four: All which remainders added together, make again the Number Ten, whereof the Number Five is equidiffant. To speak of the Five Senses, Five fingers and toes, Five forts of creatures, and other dependences, would be tedious. The Number Six is not void of the like applications: But no Number more used in Holy Scripture (as perfect and compleat) than the Number Seven, Numerus magcalled Sacred, because God rested the Seventh day, and did bless and hallow the na perfectionis fame. It was ordained in the Law, that amongst the People of God, every Seventh & virtueis. year should be held Holy, wherein the Land should rest from labour, and that liberty thould be given unto Servants, and be called a year of rest unto the Lord. And by the like Reasons it was instituted, that the Israelites should Number unto them Seven Sab-Sabattical baths of years, containing 49 years, and immediately in the beginning of the 50 year years. following, the Trumpet of a Jubilee should bee blown the tenth day of the Seventh Jubilee year. The Sacrifices for the most part are offered by Sevens; the great Feasts of Gods People lasted Seven days, and they did eat Seven days unleavened Bread at the Passover; Seven Weeks were reckoned between the Passover and Penticost; and most of the Feasts were in the Seventh Month. In a figure also did the Ark of Noah (which was a figure of Christ) rest upon the Mountains of Ararat in the Seventh Month: likewise it is said, Wisedome hath builded Her House with Seven Pillars, understanding the Church, with the gifts of the Spirit, which are figured by Seven burning Lamps, and by Seven Graven Candlefticks; the Stone mentioned by Zachary (which is Christ) hath Seven watching eyes of God; and the Number Seven so often used in the Revelations of John. To fay nothing of the Seven Planets running their courses: and among the fixed Stars, the Seven called Pleiades, and other Seven Hyades; and the two Polar Images, called Orfa Major, & Orfa Minor, contain each Seven Stars; and many other observations there are of the Number Seven may be noted. Some observations there are of the Number Eight and Nine. And for the Num-

ber Ten, notice is taken of the Ten Commandments; Ten Curtains in the Temple of Solomon; Ten Strings upon the Harp, Ten Musicall Instruments, and divers other

particulars.

The Number Twelve hath very great use and concordance in the Scripture: the 12 Tribes of Ifrael, whereof 12. Stones were placed in the River Fordan, and so many Precious Stones upon the Breastplate of Aaron; so many Loaves offered; so many Altars builded, and fo many Lions under the Brasen Seas; so many Fountains in Helim, and so many Men sent into the Land of Promise; hereunto allude the Twelve Apostles, Twelve thousand Nations marked, Twelve Stars to Crown the Queen of Heaven, Twelve Baskets of Bread gathered, Twelve Angels, and fo many Gates and Stones of the Heavenly Jerusalem; omitting to speak of the Twelve Signes of the Zodiak, and many other particulars touching the coherence of this Number. us note, that some Indians and Heathen People at Guiana have no division or account Indians acof Times and Number, they only reckon by the Moons, as one, two, three, four, or count of Time five Months; or by days in like manner: their Numbers they reckon thus, one, two, three, and fo to ten; then, ten and one, ten and two, and fo forth. And to shew their meaning more certainly, they will demonstrate the same by their fingers, still making figns as they fpeak: and when they will reckon twenty, they will hold down both their hands to their feet, shewing all their fingers and toes; and as the Number is greater, so will they double the sign. And when they appoint or promise any thing at a limited Time, they will deliver a little bundle of sticks, equall to the Number of days or Moons that they appoint, and will themselves keep another bundle of the like Number; and to observe their appointed Time, they will every day, or Moon, take away a stick, and when they have taken away all, then they know that the Timef, their appointment is come, and will accordingly perform their promife, which may be a president to many Christians.

Thus much may fuffice to have noted concerning Number, and the coherence

thereof with Time. Now whereas God by his divine providente hath made all things subject to Number, Weight, and Measure, let us in the next place intreat of Weights and Measures.

CHAP. IV.

Of WEIGHTS and MEASURES used in all places of the World, with other observations.

The manner of Weights.

AUING intreated of Time and Number, wherein and wherewith God doth govern all things according to his determinate will and pleasure: Now in order let us handle the description of Weights and Measures, whereby all Wordly things are disposed of: Which is most necessary to be known, to give every Man his own, and to buy and fell by ; according to which, all contracts and agreements between Man and Man (in the course of Traffic and Trade for all commodities) are made, to distinguish Meum and Tuum, by the Law and otherwise, according to common consent of all Nations.

All WEIGHTS are divided into three forts.

First by the great number, that is to say, by Hundreds, Kintalls, Centeners, Talents, Thousands, Weighs, Skipponds, Charges, Lispounds, Rooves, Stones, and such like. The fecond fort of Weights, is by pounds, Mina, Manes, Rotulus, &c.

The third division of Weights doth consist in the smaller division of 12,14, 16,

18, 20 and 30 ounces to a pound, and the subdivisions thereof.

Talentum.

Cantar or

Kyntall.

Weighs. Skippound. Lyspound.

Rooves.

Stones.

Mixias.

The Talent of the Gracians 60 Minas, every Mana 100 Drachms, so a Talent is fix thousand Drachms, 8 of them to one ounce is 750 ounces. Another Talent of Greece is 16 Sestertios, being 40 Minas or Pounds of 18 ounces, as also of 20 ounces. In Egypt it was 32 Sefterties or 80 Pound. The 50 Sefterties of Cleopatra are 125 th. In Thrucia 48 Sestertios being 120 Pounds. In Africa 24 Sestertios are 60 li. differing also in the Pound Weight.

Cantar, or Kyptal, or Centener, called hundreds of 100, 112, 120, 125, 128, and 132

Pounds. The Hebrews did call Cicar to be 50 Minas or Mineg.

Weighs are commonly 165 &, or 180 &; or 200; for a charge. Skippounds of 300, 320, 340, and 400 Pounds the Skippound. Lyspounds of 15 and 16 Pounds to the Lyspound.

Rooves or Arrobas of 10, 20, 25, 30, and 40 Pound to the Roove.

Stones of 6,8,10, 16, 20, 21, 24, and 32, \$2, and also 40 \$2, as more particularly ap-

peareth hereafter in their proper places.

Mixias are also used, whereof we find mention made in some Books, is ten thoufand, and is commonly understood for 10000 Dragmes of 8 to an ounce, and 12 ounces to the Pound.

The Pound is also divided by Marks of 8 ounces, and Besse of 12 ounces; every ounce was amongst the Hebrews 2 Sicles or Staters.

Marks. Betle

Sichus

Siclus is sometimes taken for an ounce, also half an ounce, and quarter of an ounce, Sicles. which is Gerag, or Obolus. 13 Ounces, of 12 to one Rotulus. 144 Dragmes, of 8 to one ounce. Mina Ptolomaica is r - Rotulus 432 Scruples of 3 to a Dragme. 846 Obulus. which is divided into fmall parts, viz. 1296 Lupes. 2592 Siliquas or Currats. 12 - Ounces. 25 Staters or Ciclos. 100 Dragmes or Rosoli. Mina of the Gracians, otherwise 300 Scruples, 24 to an ounce, Inna or Macalled Inna or Maneg, is a Pound. 600 Obolus. 900 Lupines. sight and and all 1800 Siliquas. 3600 Areola or Chalcos. 12 Ounces or Suchofi. 1 21 donn tore" The solution of a st 24 Septarios or Ciclesain I co ow algo il of the House of the state of 84 Deniers of 7 to an ounce. Receive 1 1 someth far continuity of the . Rotulus in Arabia, Sitia, Afia Mi-576 Obolus or Orlossati is a service nor, Egypt; and Venice is 1 88. Who ! was to 1864 Danig. must a serve of state of Siliqua. 6912 Kestuff. The 7 Deniers make an Ounce, and there were Dragmes also of 1 Dragme and of 1 Dragme, and of one Dragme called Alby. In the Low-Countries the Pounds are divided diverly in 16 Ounces, every Ounce in 8 Dragmes, or fifths, and 8 parts; And in France they call them 8 Groffes, the 128 make one Pound. In other places they divide the Pound in 12,14, and 15 Ounces wher Difference of of the Pounds and Ounces both do differ, which is the caule that hereafter every Pounds and Ounces Ounces At Bridges in Flanders they use Pounds 14 Onnces, and of 16 Ounces, whereof The Pound the 100 \$\mathbb{B}\$ of 16 Ounces make 108 \$\mathbb{B}\$ of 14 Ounces; which Ounces 14 to the Pound weight of are heavier, for 100 Ounces of these are 105, \(\frac{1}{2}\) Ounces of 16 to the Pound: Which Bridges. Ounces are divided in half Ounces, or Loot, and every Loot in a Sizayns, and every Sizayne in 2 Dragmes or Quintes. The smaller proportions and subdivisions of other places are as followeth. of the h most of 12 Ounces. The Cult sind of the in the same of the same 24 Loot. 48 Sizaynes or Siliqua, 8 Sizaynes or Siliqua, 8 Sizaynes الدلا الدول المرازي الرآ 96 Dragmes. 10 soletto uni in hishir 2 Italian Pounds for physick used in other places also. 576 Obolus. or vided into ro Ounces. in a faid to 12 Weight of in the thirt could be suit 1728 Siliqua. " restored all lingson" פוליובי דו בי בי וויין אי בי 5760 Grains. ers that weigheth in Filen in I Ireland also by the then break 12 Ounces. Level or in Scotland The faid Weight of Physick is at Co 96 Dragmes. Lyons in France as the Merchants & The ייוני י רעחרנא ז'ד י ייווי.,

12 Ounces. 72 Sextulas. The Pound Weight of Venice. 1728 Siliqua. 6912 Grains. 16 Ounces. 128 Grosses. The Pound at Paris in France 384 Scruples. 9216 Grains. 12 Ounces. In Italy the Pound is also divided 24 Staters. 96 Dragmes BIOBI. I 32 Loot. 128 Quintes. Vienna in Austria the Pound in 512 Pennings. 12800 Grains.

Forasmuch as it falleth out most commoly, that upon trial of an unknown Weight, we do begin from the smallest Weight or Grain, and so ascend to the other Differences of proportions, and to the Pound, by comparing the same to our Grains and divisions of the Pound, which in matter of mint for Gold and Silver is of great moment, when the Grains. penny Weight is divided into 24 Grains in England, and in the Low-countries into 32 Grains. Let us note the great diversity abovesaid of 5760 Grains to 12800 used at Vienna and other places, proportionably to their Pound; and consider how eafily we may be overtaken therein, whereof a more ample declaration is in the mint affairs There is also a great observation to be had in the correspondence of Weights of

one country to the Weights of another country, upon the hundreth fubtle, that is to fay 100 Pounds even Weight. And because in England all Wares of Volum or Bulck is fold some by the hundreth Weight of 112 & and some is fold by the Pound as spices, fugars, and fuch like, and yet are weighed by the faid Weight of 112 2; and that box box of moreover, there is an over-weight allowed called Trett which is 4 upon the r12 & 22002 and also 2 & upon every skale of three hundred Weight called Cloff, which is abated rett and between the buyer and seller, and so there is a loss of Weight by this Trett and lost of the called the called the called the called the buyer and seller, and so there is a loss of Weight by this Trett and of off Cloff: And especially because the commodities imported are bought by the Weight and of forein Nations. Thave thought convenient to discribe the said correspondence of Weight according to the 100 B subtle of Angwerp, being generally known in all places. And for the Weight of London, to make some observations particularly:

The correspondency of Weight of most places of Traffick.

Antwerp.

London.

Dublin. Edenbo-

rough.

He Custom of Antwerp is to weigh by the hundreth Pounds even weight called subtle, for the which commonly there is allowed at the weigh-house 101 th. A Stone weight is 8 the Skippound 300 the Weigh 165 the Carga or Charge 400 to which are two Bales of 200 to for an horse to carry on either side, and the Pound is divided into 16 Ounces.

The faid 100 ff Weight of Antwerp weigheth in the places following.

At London and all England 154 & Jubile Weight, and of the Kyntal Weight of 112 &, it weighth 151 &.

\$ 530 III - 1

The faid 1000 make 189! Markes of 8 ounces, which are ounces Troy; wherewith Gold, Silver, Pearles, Musk, Corral, &c.

Diamonds

SPAIN.

Diamonds are weighed by another weight called Carrat, which is also used in Diamond England, France, and other places. One Carrat is 4 Grains in England and weight. with them about 5 Grains, because as aforesaid they have 32 Grains to the English, being our penny weight.

The faid 100 to of Antwerp are correspondent with the 100 to Bruxels, of Malines,

Hertogenbosh, Lovan, Arschot; but at Barrow op Zoom 98 th.

At Bruges also 100 th. But Wooll weight is 180 th, which are weighed by Stones Bruges. of 6 %, called Nails, used also by the Skinners there, and maketh 114 to English Wools weight weighing by four Nails, whereof 45 Nails make a weight, the two weighs make one pocket of Wooll.

This 100 to of Antwerp is but 93 th at Bruges, in the weight of Butter and Cheese. weighing by Stones of 6 th, and 20 Stones is a Weigh, and do make also 189 4 Marks

of Silver, Gold, &c. Troy weight.

The faid 100 the makes at Gaund, Ipre, Dixmuyde, Hulst, Popering, Tornay, Airst, Gaund. Mirnow, for Hops and other wates 108 the; and also in the Wallons Country. And at Audinard, Cortyke, Lille, Doway, Santomer, and all Flanders 110 th.

The faid 100 to of Antwerp make at Amsterdam but 94 \$ to, and for Silkes they Amsterdam

use the weight Aniwesp.

And all Holland, Gelderland, Walfland, and Zeland, it is 99 th, and 110 th only Holland. at Zurickzea and Tergoes maketh 107 8. Gr.

FRANCE

The faid 100 & of Antwerp subtle weigheth by the Kings weight, at

Paris ______ 93 th, accounting 4 quarters of 25 th to the hundred. Diepe, Abbevile, Bourdeaux, Borgoigne, &c. 94 3 8. Roan ______ 91 th, by the Viconte, accounting as at Paris. Also by the ordinary weight, _____ 94 \(\frac{3}{4}\), weighed by the same, and account 4 per TIII & ordinary weight by Centeners of 112 8. 102 th Almericke or weight of Genua, for Silkes, Safforn, and fuch like weighing by Small weights, and Lyons abating 8 per 100. 94 3 8 by the Kings weight, to pay Custome by. A Charge is 300 fg, a Quintal 100 fg, and a Somme is 400 ts. Tholouze ----111 th; every Centener or Quintal is 2 Frailes of 56 th. Avignon --Montpellier 111 th; and 119 th by the small weight. Rochel -CIII & ordinary weight. 92 8 Merchants weight. Calais in Picardy L114 th the English Wooll weight. { 102 the for Spices. 85 the by the great weight. Carga or Charge, is 270 th small weight. Marsellis -- III 🐯. S. Antoine. Aquismort, 102 &. And all France generally 111 &. Lyons weight are some 102 &, Calfada, --- or 9.1 3 as aforesaid. Offerte , --

D

SPAIN.

Sevill, the faid 100 th are 107 th by Smaller quintal of 112 th, of 4 Roves of 28 th. / Lesser quintal of 120 th, of 4 Roves of 30 th. 105 % Is Pound of 16 ounces. Granada and Armaria bona-93 & Silk and Copper weight of 18 ounces. 54 th great weight for Flesh of 32 ounces. Medina del Campo Si ___ 93 Rotulus. 106 88. 96 8, Great weight for Wooll. Barfelona 3 131 88, Small weight for Saffron. Valentia, — \} 106 \mathcal{B} by Quintals of 4 Roves, of 30 \mathcal{B} for Spices. Carga is 3 Quintals of 360 th, and the greater of 432 th. The said 100 th of Antwerp makes in Spain. At Leon -109 88. - 112 th, and small Quintal 131 th. Lavalona, Sallanico, and Magilica, -131 8. --- 80 ts. The Islands of the Canaries and all the Islands of Spain use the weights of Sevill. as aforefaid. PORTUGAL. The faid 100 th make 107 | Rotules The great Quintal of 108 th. or Araters, by ______ The finall Quintal of 112 th, containing or Araters, by -Leach four Roves of 32 th and 28 th. There is allowance made, four upon the hundreth upon Sugars; and two and three upon Cotton Wooll and fuch like. The small Quintal is the weight of the Contraction house of the Indies: Spice is weighed hereby, but all weighed by the great Quintal, and reduced upon the less Quintal. One Quintal of Wax is 1 ! Quintal 112 to, is 168 8. Madera Cabo Verde Santo Thomas 107 - Rotules or Pounds by the Quintal of 118 th. Guynea Morocco in Barbary Fez and Suus in Barbary, -- 96 ts. Calicut, 80 Aracoles for the faid 100 & of Antwerp; here thay fell by Baccar or Bahar, being at "Listque, 4 great Quintals of 112 th. Quintals for 120 Aracoles. Baccar or Bahar is-20 Faracoles of 32 & per Rove, at Lisborn is 5 Quintals 480 Aracoles. TALY Venice, the said 100 8 is -- 98 4 & Great weight, wherewith Flesh,

Butter, Cheefe, Leather, Dates, Yarn, Copper thred, Iron, Oil, Brimftone, and Wooll are weighed, called A la greffa:

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And by the small weight Allasotile - 156 to of 12 ounces, most used for all Merchan-
                                        difes, every ounce is fix Saffi, every Saffi
                                        of 24 Carrats, every Carrat is 4 Grains.
  They do also weigh by thousands of 40 Mixi of 25 & every one. And there is al-
lowance made two upon the hundreth, in the Custom house; they account also by
Cargaos of 400 & small weight. Also by star of 220 & weight, howbeit star is Men-
furalis, to measure according to the weight of the Goods, as Ginger 180 th, Raisins
260 th, Corne 130 th. star containeth 54 pottles of wine at Antwerp, Istria, Spala-
ta, Sequique, Fiume, Piran, and Trieste, have all the same Weight, which the Venetians
use as aforesaid.
                                (132 th.
                  Rome,
The faid 100 th at Florence,
                                 1258 12 of ounces.
                                6 53 to of 30 ounces to weigh Wax and Wooll by
                  Bolognia,
                                      Roves of 10 88.
                           (143 th, of 12 ounces most used.
Milan, Pavia, and Ceremonia 132 & of 12 ounces, being 13 of the other.
                           60 to of 28 ounces for flesh.
Rechanate -
                           -137 th, but to Gold Thred but 112 th.
Treviso,
         Padua,
          Ottrante,
Ferrara,
                           137 %, and 108 & by the two Quintals.
Urbino
          Lansan,
Cesena,
          Bergamo,
          90 th, and for Gold Thred (143 th.
Verona
          184 85, 2 and for Venice Gold 134 88.
Breffa
Naples
                                       134 8.
Romagna 120 8,)
Carpi
        Mirandola,
Parma, Plaisance.
Luca,
        Mantua,
                    The faid 100 $ of Antwerp make 147 $.
        Carmia,
Forli,
Aquila,
        Crema,
        Piedmont,
Como,
                           - 137 th, and small weight 195 th.
Savoy -
Raviano, Faenza, Modena, Rimano, Ravenna, and Raguza, all 132 &.
Genes by Roves, to a Quintal of 4 Roves and 4°th over and above allowed, Pepper
  110 %, and Ginger 114 & the Quintal.
Napoli de Reame
Puglia, Calabria 2147 8.
            152 th of 12 ounces.
                                   61 Rotuls of 30 ounces, is a Cantar of 24 Sefter-
 Sicilia all the Island over
                                    tio's:
                                  54 Rotuls for flesh by talents of 12 Sestertio's, is
                                     30 Rotulus.
           138 the for Gold Thred.
Candia.
          89 Rotuls, the 100 is a Cantar or Quintal.
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Nigrepont Griro 119 8.

Laarta 87 Rotuls, the 100 a Cantar. Cataio

Dragma they call Metallicy, of 2; make 3 Dragmes of ours.

The faid 100 th make at Armenia 130 th.

At Bursa in Natolia 88 Rotules.

Bucca 44 Ocha's.

Damasco 26 Rotules, whereof the 100 make a Cantar, every Cantar 5 Zurli or stones of 20 Rotules, a Rivola is at Antwerp 225 th.

Tripoli 22 Rotules.

Bieritti 21 Rotules.

Suria 156 Mina's, every one of 100 Dragmes.

Siria in Hebrew 80 Mina's or Maneg, and 100 is a talent of Pounds 18 ounces.

Alexandria _____ { 108 Rotules, the 100 a Cantar. 78 Mina's of 20 ounces.

Kalla maketh at Antwerp 560 & Molucco 88 Rotules, the 112 make a Cantar.

Arabia 78 Rotules of 12 Sachofi, or ounces 148 8.

Almerica Malica — 90 th of 12 ounces, or 36 Mina's Sessertio's of 30 ounces, or is 60 Siclos.

Cyprus 20 1 Rotules, the 100 a Cantar, and the 100 of Famiagofta are in all the Island 104.

Rhodes 19 - Rotules, the 100 make a Cantar.

Scio: Fio 96 3- Rotules or Scrutari.

Corfu 97 & great weight, and 115 & small weight.

Levante 26 Rotules and 156 8.

Alcario 78 Mina's of 16 ounces.

164 & 27 Rotules of 6 & every one.

Sciba is at Antwerp, 320 &, is Skippound.

Zeroi is 50 Rotules.

Forfori is 65 Rotules, is for Pearles.

Zadin is 77 Rotules.

Muske and Ambar is weighed by Metallici or Dragmes, and with Pefo, whereof this Metallicum, the 50 are one marke, and our marke is 42 Metallici.

Suria — Tripoli 26 . Rotules.

Achri 17 & Rotules, the 100 a Cantan Tambaran.

Aleppo and Aman 22 Rotules, the 100 a Cantar.

Every Rotule is 60 ounces, 8 Metecalo or Dragmes is the Rotulo, 480 Metecalos or Metalicos is every one 1 - Pefo, and the 10 Pefo's is an Ouga or Ongia, wherewith Civet is weighed.

Archipelago } 120 t.

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Arcadia \ 83 th, for Mavigette.
                    263 Rotules.
                       93 Rotules, the Cantar is 5 Roves of 20 Rotules.
                      138 th for Spices, and the Cantar is 4 Roves.
Barbary
                       50 Rotules for Corne, every Cantar 6 Rotules.
                       61 Rotules for Cotton wooll, 15 to a Cantar.
                       65 Rotules for Cotton wooll.
                       75 Rotules for Spices.
                       94 Rotules for Corne.
             Sus in Africa by the Quintal of 100 to of Sevill.
             Fez, the Quintal is 66 th of Antwerp of 18 ounces.
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JERMANY.

The faid 100 \$6 of Antwerp maketh as followeth, at

```
Norenborgh
Constance
              92 th of 16 ounces or 32 Loott, some by the Centener of 100 th, and
Spiers
                   fome of 120 th.
Bibrach
Collen ___ 93 1 88.
Ausburgh
Munchen
            all 95 8.
Wifell
Norlingen
Salsborgh — 111 the by the small weight, and 83 the by the great.
             100 th, Zigostatica is the Princes, weight, marke; Pounds of sixteen
                    ounces.
Meysen and
                96 @ Merchants weight.
 all Saxony,
              148 th of 12 ounces.
Frankford
Hecdelborogh
Lipsich
Friburch
Ulme, Ifuff
                  96 th, they do use the Centiner of 100 th, 120 th, and 132 th.
Offen of Offner
Bafle
Costuts '
Dompstetter
Botsen 1138 & ordinary weight.
       I gi to weigh Steel, Tinn, and Copper.
Bresloo 7 120 th by Centiners of 132 th, and Stones of 24 th, whereof 5 Stones make
Silesia
            a Centener.
Poolen
Prage
Canali
Paffau
Gern
Regensborg
                                                                             Vienna
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Vienna 285 th, a sum of Quick-silver is 275 th of 128 Quints the th. Idria (512 Penning) Loosen 146 th.

EASTLAND.

The faid 100 to of Antwerp make at	
Hamborough	— 96 th, the Centener is 120 th of 10 th to the
	flone, 300 to the Skippound, or 20
The second secon	Lispound of 15 fg.
Lubecke	- 96 th, The Centener 112 th, the Stone 10 th
	and 32 stone to a Skippound, and the 20
Coppengen 96 th as Lubecke	Lispound of 16 marke pound is a Skip
and the same of th	pound alfo.
Berghen in Norway	_ 96 ₺, but very uncertain weighing with:
fling. Straelfont 92 th, the stone 10 f	the, and the Lispound 16.

Strin is 96 th, small mone 10 th, great stone 21 th, the Centener 112 th. Stockholm in Sweden 120 th, the Skippound is 320 th, and also 340 th, as at Danlicke by stones of 34 th.

Revell 120 th, and the Skippound is there 400 th.

Dansicke 120 ft. 16 mark Pound are one Liipound, and 20 Lispound one Skippound by the small stone of 24 \$8 for Spices &c.

They have also a great stone to weigh gross Wares, as Wax, Flax, and the like of 34

the whereof 10 to the Skippound of 3.40 th.

Commxborough 125 &, the Rone is 40 &, and 10 stones one Skippound of 400 &, they do also weigh 350 &, for the Skippound of Dansicke which is very dangerous, besides that the Chrizons are much savoured.

Meluin is 124 th, the 11 one 40 th.

Riga is 120 8, and 20a Cilpo ind, and 20 Lifpound to the Skippound.

Thoren 120 %, the stone is 24 8.

Nareca 120 th, agreeing with the weight of Riga. Wilde is likewise 120 th, and 20 th one Lispound. Cracau is 124 th, and the Centener is 136 th.

The faid Skippound is used in many places; and as in Italy and other Countries a

The weight

of the last of Carga or Charge is the loading of a horse of 300 or 400 to skippound is taken for the lading of corn in a ship quish Shippound, as a divident of a Last of corn; and as a Pound is divided into 12 or 16 ounces, so is the ship Last divided into 12 or 16 parts. As for example, at Danfick 16 Skippound for the Last of 340 & for every Skippound which is the Last of Rie, which is at Antwerp 283 th, so the said I ast 4245 th: and of Wheat 4528 &. At Riga and the Nerua 12 Skippound 4000 &; at Neluyn and Continuation ough 5200 th, in the Low-Countries is 16 Skippound for Wheat, at 300 th maketh 4800 ft, and 14 Skippound for Rieis 4200 ft, so by the weight is the Last of Dansicke bigger and heavier than the Last of Amsterdam: and you see the difference of weight between Wheat and Rie. These Pounds are called Marke Pounds, being of

Observations concerning the minner of Weighing.

2 markes to the Pound to be known thereby to be Pounds of 16 Ounces.

O weigh with few pieces or Weights, take Weights of augmentation double, namely 1 &, 2, 4, 8, 16, 32, and 61, making together 127 &, and with these feven pieces you may weighall things until 127 &: and with trebble augmentations, as 1, 3, 9, 27, 81, 243, and 729 &, until 1093 &. But the double augmentation is more commodious for Germany and England, where the Centener of 112 & is used.

There

There must be a special regard had concerning the beams or ballances, for the justifying of them. If it be an Iron beam, try the same empty, and afterwards loaden with equal weights: And if it be a Wooden beam, it happeneth many times that the ends are not even, or that the Irons about the ends are removed more on the one fide than the other; therefore try the faid beam both empty and loaded, and you may find a great difference in weight, which with knocking in the Iron with a hammer may be remedied.

Whereas the weight of Antwerp (whereupon all the aforefaid correspondences are calculated) is bigger than the weight of London four upon a hundred, which may be thought a benefit; the fame is not so to be accounted, because of the Custom 4 pro cento for Trett, allowed between the buyer and the feller, at London, which takethaway the benefit. This Trett is taken by dividing your Weight fubtil by 26,0-

therewise you should allow as it were Trett upon Trett.

The Romans held a Custom to name or call every mans Capitall or stock, a Pound The maner of or As; dividing the same into twelve ounces, every ounce into 24 Scruples, 288 scru-the Romans ples to the Pound: Besse was of the Pound, or 8 ounces Sextula of an ounce. Duessum to make their Wills and Teof the Pound is Bina Sextula, or part, Sicilicus is 6 scruples, Dragma 3 scruples. staments. And so in the making of their Wills and Testaments, they put down one to be heir of Besse, is 192 scruples, two of an Omncia is 1 part, or 24 scruples, 3 of Semissa is a scruple, 4 of Duello, is 8 scruples; in all 368 scruples, there being but 288 scruples in the Pound: So every mans portion must be ratably diminished according to the Pound. Cicero made the Testament of Cesinna, ex deunce & senuncia, was 13 parts, and of Marcus Fulvius of 2 Sextula was ... There is also Eubutio sextula, being and fo the masse of their goods was described.

Of one Pound of 12 ounces, Sextans is two ounces Quadrans 3 ounces, Triens four ounces; and so accordingly the goods were distributed in equity. By means whereof the Testators wealth was not known, and when he gave more than the proportion Arithmetical came unto the order was to reduce the fame to the Pound of 288 fcruples by diminution of every mans rate accordingly. The Custome used by many now to

give certainties, and the remainder in uncertainty is to be preferred.

Weights for Monies, and their correspondence for most places of Traffique,

Here is another weight which is used in the Mints for Gold and Silver, which is the Mark weight of 8 ounces. This Mark weight is heavier at Antwerp than their ordinary Pound, by five upon the hundred.

This Mark is divided in 20 English, every English 32 Grains; so one Mark is

5120 of their Grains

This manner of Mark weight is used in most Countries, howbeit in some places of

Italy by Pounds of 12 ounces otherwise divided.

In England the Pound Troy of 12 ounces is divided into 20 penny weight, every ounce and every penny weight into 24 Grains, which in Antwerp upon the Mark is divided into 32 Grains. So the Pound Troy of 12 ounces at London is but 5760 Grains; whereas the Mark of Antwerp being but 8 ounces, is 5120 Grains; as above faid. Whereof we intend to treat more amply in our fecond Part of Law-Merchant.

There is also used a penny weight, which is divided; the Mark in 8 ounces, the ounce in 24 penny weight, and the penny weight in 24 Grains, making the faid

Mark of 8 ounces to be 4008 Grains.

The Mark is divided at Rome in 8 ounces.

The ounce in eight Dragmes.

Dragma 3 scruples:

The Mark weight of Rome | Scruple 2 Obolus.

Obolus 3 siliqua's. (Siliqua 4 Primi or Grains; so every Mark is 4608 Grains. Meysen

```
Marks 8 ounces.
                              Ounce 24 penny or Deniers.
Meysen in Saxony,
                             Penny 24 grains or Momenta, is also 4608 Momen-
                               ta to the Marke.
                            Marke 8 ounces Ounce 32 penny Is 512 in the Mark.
Danficke in Eastland
                             Mark 16 Loot.
                              Loot 4 Quintes.
                            Quints 4 Prime or Numulos.

Penny 4 Sestertio's, is the mark 256 Penny, or 1024
Noriborough,
                               Sestertio's.
                             - Mark 8 ounces -
                             Ounce 8 groffes Is 4608 Grains the Mark.
France --
                            (Denier 24 grains)
                            Mark 8 ounces Ounce 8 Oitavo's 288 grains to the Mark.
Portugal , .
                             Oitavo 4 great Grains.
                             -Mark 8 ounces.
                              Ounce 4 quarts or Silico's.
Venice, -
                             Quarta 36 Carats or Siliqua's.
                              Carrat 4 grains, is 4608 grains to the Mark, or
                            ( 1152 Siliqua's.
                            Pound in 12 ounces 26912 grains the Mark.
Florence -
                            (Deniere 24 graines.)
                Gold.
            Mark 8 ounces. Pound 12 ounces.
            Ounce 24 deniers. Ounce 24 deniers.
            Denier 24 grains. Denier 24 grains.
Naples, a Pound 12 ounces, and an ounce 8 Octany.
                                16 Loot or Tetradragmes.
                                21 Tridragmes.
                                32 Didragmes.
                                64 Dragmes.
96 Obolus or Treobolus.
Besse, or old marke of the Ro-
                               128 Triobulos.
                               384 Obolos.
768 Miobolos.
                               3840 Momenta.
                                 64 Denarios.
                                 128 Quinarios.
                                 256 Sestertios.
The old Pound of the Romans,
                                 640 Asses.
  called Pondus,-
                                1280 Semilibella's.
                                2560 Ternucios.
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Libra

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Libra Romana.

Libra Romana.

Libra Romana.

Libra Romana.

Zi Ounces or glders.

84 Denarios.

336 Seftertios.

840 Affes.

3320 Quadrantes or Teruncios.

5040 Sextantes.
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We have declared heretofore the division of the Pound weight for wares, and the correspondence of the hundreth &, compared to the 100 & Juttle of Antwerp. And now in the same manner we shall note the correspondence likewise by the hundreth markes of Antwerp to all the said places or most of them, which is called the weight of the Duke of Burgondy, agreeable with the 100 markes of Bridges, and containing 14 ounces to the Pound.

The faid 100 markes of Antwerp make in all places following.

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Dansicke.
Saxony.
Meysen.
                  Milan.
Collen.
                  Vicenza.
Treci.
                 Liphch.
Mens.
                 Ulme.
                  Frankford.
Erfurd.
                 Ausborough.
Grecia.
                 Baviere
Noremborgh.
Franconia.
                 Bamberg.
Willilbourgh.
                 Fribourgh.
                 Triviso.
Ancona.
                 Crema.
Roma.
                 Verona.
Venice.
```

Piedmont and Turin — 99 Marks. Florence 72 Pounds.
Aquila 71 &.

Naples.
Calabria.
Puglia.
Adler.
76 - Pounds.

Vienna. Hungary. Bothner. Bohemia.

Bresla in Sileia 12 3 Marks.

Paris.
Lyons.
Genua.

112 Marks, Merchants weight.
Genua.

Genes—. 7116 Marks for Gold.
77 Marks for Silver or Pounds.

Spain 107 Marks. Catalonia 100 Marks. Burgas 116 ½ Marks. Constantinople. Torky. >87 Markes. Africa. Narfinga.

Nova Spagnia. 37 1 Markes.

Egypt 94 Besses. Persia 87 Minas.

The premises are applied for our instruction in the handling of Mint affaires more at large.

Here followeth the discription of the Measures.

7 Hereas all Commodities, Wares, or Stuffes made of Wooll, Linnen, Silk, or Hair, are measured by the Ell, or Yard, which was taken upon the measure or length of the arme, accounting the half Ell for Cubitus, divided into four quarters, and every quarter into four inches: We shall also follow the Ell at Antwerp, generally known and observed in all places, in the correspondence and buying of forrain commodities by it, reducing the same afterwards to our Ell or Yard.

Correspondence of meafures.

The hundreth Ells of Antwerp make in the Countries following.

EASTLAND.

(60 Ells for Linnen Cloth with the palm and thumb measured. 75 Yards for Woollen Cloth with the thumb which is 1/3 of a Yard.

Godes to measure Frizes or Frizadoes.
61 Ells Cords to measure Rowan Canuas whereof the Centener is 120 Ells, 10 Cords to a Centener of 12 Ells.

Scotland 72 Ells, and they reckon with fix score to the hundreth, is 120.

THE LOW COUNTRIES.

Antwerp for Silk Wares is but 98 3 Ells. Bridges in the shops is also 98 \(\frac{1}{3}\), but for Linnen is but 94 \(\frac{1}{3}\) Ells.

Gaunt. Audenarde (all 98 ½ Ells, and all Flanders and Brabant accordingly, and not named hereunder. Damme Ipre

Dunkercke Honscotten } 100 Ellsi

Sluys

Cassell, Wynockxborough, Deyse, Lowe, Bolduck, Brusells, Diest, Lovain make 102 Ells. Lile, Cambray, Doway, Orsies, Meanen and Massers 96 Ells. Amsterdam 101 1. Harlem in the market 94 1 Ells for Linnen. All Holland besides is 103 = Ells. Henault 94 ½ in the markets, but in shops 98 ½ Ells. Gelderland and Overryfell 104 1/2 Ells. Middleborough 100 Ells, and in the market for Linnen 94 ! Ells. Illfling 104 Ells, Vere 94 ½ Ells, Goes 97 Ells, Romerswal 99 Ells Artois all the whole province 98 ½ Ells.

Teurney 108 Ells.

Liege 114 Ells.

Maestricht, Asselt, Samen and Acon.

\$\frac{194}{2}\$ Ells.

Couyn but 70 Ells.

Hoye 120 Ells.

FRANCE.

The faid 100 Ells of Antwerp make at Rouen 58 Ells, the Centerier of Ells being 112 of 4 quarters of 128 Ells.

Paris, Rochel, and all France, the following places excepted, 59 Ells.

Nantes, Abbevile, and all Picardy 84 Ells.

Lyons — $\begin{cases} 60 \text{ Ells for Linnen Cloth.} \\ 94 \stackrel{!}{\div} \text{ Ells for filk wares.} \end{cases}$

Province _ 36 Cannes.

Marfells $\begin{cases} 36 \text{ Cannes for filk.} \\ 33 \frac{1}{2} \text{ Cannes for Woollen Cloth.} \end{cases}$

Geneva 60 Stabb.

ITALY.

7 101 3 for woollen Cloth. Venice. Iltriea Prim \\ 108 for filks and Cloth of Gold. 122 Ells for woollen Cloth. Florence 33 Cannes Rome 105 1 for woollen Cloth. Luca and Raguza 120. Ferrara, Modena, Mantua, Perato, 107 Braces: Ancona, Cesena, Bologna, Carpi, Nigropont, Mirandola. S104 Braces.
108 Braces of Cloth of Gold. l'erona 86 Braces. $\begin{cases} 109^{\frac{1}{2}} \text{ Braces.} \\ 91 \text{ Braces.} \end{cases}$ Parma Ravenna, Scio, Corfu 116 2.) 122 Braces. (288 Palmes for filk wares, and 104 Palms is given for 34 3 Ells. Genes 32 Cannes for woollen Cloth of 9 Palmes the cane, 29 Canes for linen Cloth of 10 Palmes to the cane.

E 2

Vicenza

Picenza 98 ½ for woollen Cloth, and 80½ Braces for filks.

Naples 116 Canes and 33½ Canes.

Padua 101½ for Cloth, and 83½ Braces for filk wares

Milan { 120 Braces Campido for Linnen Cloth. { 141 Braces for Silk, which must be conditioned

Ravena 113 Braces.

Bress., Trevira, Crema, Bergamo, Rechanati, Orbin. Cremona, Lacaia.

Pesaro 103, and for Cloth 107 Braces.

Sicilia, Palermo Ad Canes of 4 pichy to the Cane.

Gira 124 Pichy, Rama 115 Pichy, Salonici 109 Pichy. Tripoli in Barbary 124 Pichy, of 4 to a Cane. Lavalona 111, Nigroponte and Lepanto 113 Pichy. Alexandria, Larta 124 Pichy. Siria, Damasco, Bruti 111 1 Pichy.

Suria. Tripoli 112 Pichy.
Achri 115 Pichy.
Alepo
Aman \ 108 Pichy

Bursa in Natolia 114 Pichy, Bucia 158 Pichy,

Constantinople \ 113 Pichy. 80 Pichy for canuas.

Puglia 31 Canes for Clothes, 33 Canes for Silks,

Calabria, Adler, Lanjan, Malaca, Rhode, 33 - Canes. Candia 108 Pichy, Sebenico, Zara 112 Braces.

EASTLAND.

Embden
Brema
Hamborough

Lubecke 120 Ells.

Munster 65 Ells.
Osephridg 63 Ells.
Wismar 118 Ells.
Rosticke 119 Ells.
Gripswoll
Domyn

Lubecke 120 Ells.

Rosticke 119 Ells.
Gripswoll
Lubecke 119 Ells.
Gripswoll
Lubecke 110 Ells.
Compin Lubecke 110 Ells.
Dansicke, and Melvyn, 122 Ells.
Connixborough 125 Ells.
Riga and Revell 125 Ells. Narva 125 Arsins.

Sweden and Stockholm 125 Ells, but at Barrow uncertain, for they measure the bigness of your head with a rope for an Ell, and may be 120 Ells.

GERMANY.

Collen 120 Ells.

Norenborough 7 105 Ell for Silk and Linnen wares.

Meysen S120 for Cloth.

Ausborough 7127 for Cloth. Frankford 5125 for Linnen.

Halle and Meydelborch, 105 Ells.

Prage
Breflo
Bautson
Silk wares 120 Ells.

Vienna 77 1 for Linnen, 85 1 for Cloth and Silk.

Ofner $\begin{cases} 119 \\ 130 \end{cases}$ Regenburch 78 = 100 Ells.

Vlm 120, and for Woollen Cloth 96 Ells. Ernfurd 165 Ells. Ienfer 60 Stabb. Zurich 116 ½ Ells. Basell 125 Ells.

SPAIN.

Castile and Toledo, 85 Varas of 4 Quartos, every quarto a Palms.

cadez } 81 Varas.

Andaluzia, Sevill, Granado 83 ½ Varas. Barfelona, Aragon 43 Cannes. Saragofia 33 Cannes. Valentia 73 Cannes.

PORTUGAL

Lisborn 62 Varas.
83 Varas.
100 Couados for Silk wares.

Morocco. Capo d'Algier 136 - Covados, of twelve to one Cane.

The Measures of wet Commodities.

He Romans in times past, called the wet Measure by Ounces, as we do the Difference beweight, accounting ten Ounces Ponderales, for twelve Ounces Mensurales: So tween Pounds or Ounces, Romanorum was eighteen Ounces weight measure, and 21 - Ounces Mensurales and Mensurales.

At Mensurin Server transports Our Park of the Measure of the Mensurales and Mensurales.

At Meysen in Saxony twenty Ounces Ponderales, make twenty four Mensurales. At Lypsich thirty two Ounces wet Measure, to 26 ½ Ounces weight Measure; the difference of correspondence from five to six.

A Hog-

A Hogshead of Wine weigheth 500 th, the Cask 50 th: So in Wine 450 th. A Hogshead of Corne 400 th, the Cask 50 th, is Netto 350 th in Corne. So one Tunn of Wine weigheth Nett 1800 th, and with the Cask 2000 th. And one Tunn lading Corne 1600 th, being in Cask also.

Two Tunns are accounted for one Last: So two Tunns of Wine 4000 to and

fomewhat more; and in Hogiheads there should be but \(\frac{1}{3}\) parts of a Last.

Observations for the lading of Ships by weight and measure.

At Dort in Holland, they call a great Vessell, a Rod of Wine, which weighed 4500 to five, as a last of Corne; comparing these 4500 to Mensurales, by reduction of six to five, are 3750 to five, is 12. Ames. Now if you account the gallon of Wine of Antwerp to weigh 6 to five, the capacity of this Vessell is 15 Ames, being 750 gallons.

The Rod, is a Rod quadrant, of ten foot long, and ten foot broad, and one foot deep, every foot containing 7 ½ gallons Antwerps Measure or 4½ foot Cubice.

The Romans had a Measure called Amphora, of four great seet, as are used at Paris, Cubice 64 foot of 11 \(\frac{3}{4}\) of the Antwerp gallon: So you shall sinde the Rod of 750 gallons set down for so many ounces; and ten Mixiades for 1000 gallons Dorts, in the lieu of Pounds.

Peafe grinded weigh more than Corn, the roundness giveth cause to have more

Observations. roomth, and differeth from 7 to 9.

Warme water lighter than cold water.

Warm water is lighter than cold water; and consequently the cold water, as the heavier, will sooner run through a hole than the warm water, for the weight of the cold water present more.

Oyl and all greafy things are light, and therefore swimme above, and burn. Difilled waters are yet lighter, and will swimme above the Oyl, and also burn better,

being more combustible.

The Cask which is made for the keeping of Wine doth differ much in; France, a tun of two Pipes, three puncheons, and four Hogsheads, is every one of these fix Ames

of Antwerps measure.

In Germany they call it a Fother, or the carriage of the drawing of two horses, is called a Voeder wyns, and they account 2 Tax Rodds for a Fother of Wine, or ten French Hogsheads, every Hogshead being an Ame of Wine measure of Dort, whereby they measure and account their Wines, namely the Renisha-Wines comeing out of Germany, whereof the Staple is keept at Dort asoresaid. An Ame is 100 gallons or stoopen, and every Gallon is ten Schreaves, measuring thereby by the great.

. Of the correspondence of Wine Measures.

THe correspondence of Wine Measure is taken upon the Vessell of 6 Ames Measure of Antwerp, containing 300 Stoops, every Stoop weighing 6 Pound called a Stone, which 6 Ames make in

FRANCE

At Paris and ? Four Hogsheads, lacking ten Stoops, every Hogshead 312 Stoops, and at Paris 36 Sextiers, every Sextier four quarts, every quart two pints, is 288 pints or grains imitated as before, every pint is two Choppins or Obles. Bourdeaux 4 1 Hogsheads Lisborn 5 1 Hogsheads. Auxere in Burgondy 3 Puncheons. Poictou 2 Pipes 1. Coniac 2 Pipes, or four Hogsheads. Ay and Artois 4 - Hogsheads.

ENGLAND.

London 252 gallons, the gallon is half a bushell of Corne, and the Chus measure of the Grecians. So an Ame is 42 gallons of Wine

SPAIN.

of Antwerp, and every Butt containeth thirty Roves, and the Pipes containe 30 Roves of 28 th weight.

Candado is 2 Butts.

Madera 2 Pipes lacking 16 Stoops.

Sevil 56 - Roves of Romani. A Rove is eight Somer, every Somer four Quartils, every Quartill is of a Stoop of Antwerp.

· They deliver 27 and 28 Roves in a Pipe.

But Oyl measure by 40 and 41 Roves in the Pipe.

Ansoy or Bastard, 2 Pipes 16 Stoops for the said 6 Ames.

PORTUGAL.

Lisborn. 537 ½ Almudas of 1 ½ Roves of Sevil.

Every Almudas is 12 Covados, or Somer, at Sevil.

Covado is 4 quarts.

Oyl Measure by Alqueri or Cantar every Alqueri six Covados, every Cantar four Stoops of Antwerp. Algarve 34 Starre:

ITALY.

Florence 16 - Barells of 20 Fiaschi, or 18 Stoop of Antwerp, the three Barrels is one Star, and Star is 54 Stoops Antwerp.

Rome 7 - Brenten, every Brent 96 Pockall or 13 - Rubes or Stones of 10 # of 30 ounces in one Brent, or 42 Stoops of Antwerp for Hony, the Pound is 44 ounces.

Candia 80 Mostaches, in Butt of 35 Mostaches of 3 1 Stope.

Bolognia 13 Corbes
Padua 1 Tear. The Oyl is by Millier of 1185 88, is at Antwerp 1100, maketh 152 Stopes in one Butt.

Venice

Venice 80 Mostati, the 38 make one Butt, and 76 an Amphora, 16 4 Quarti Besonts measure of the four one Bigontz Bigonts, is a French Hogshead, one quart, eighteen Stopes of Antwerp. 15 ? Quarti measure, Secchio, or small measure of four Tif-

4 Bigonts, or Bigontines. Amphora 216 Quarti Bigots measure.

Lagel, is a Puncheon, Amphora is two Ames, for Oyl they measure by Amphora al-10, and for Hony, but most by Milliar of 1210 th.

Verona

14 Brentes, every Brent 16 Basses.

Oyl by Milliar, of 1738 &, is Brenten 8 and 11 Basses.

Ferrara, 12 Nastelli, of 8 Seccheio. Vicenza, 1 1 Cara, the Oyl by the Milliar of Venice. Trevise, 11 Consi, the 10 one Cara.

Corfu Zante 37 Zare, or Sare.

Istria, 15 Venas, Prim 12 Urna, Tunes 60 Matali of 32 Rotules. Tripole in Burbary, 45 Motares of 42 Rotules.

Conflantinople 180 Almes.

96 1 Almes of Oyl, is at Venice Milliar. .

Calabria 8 Salmes: 1, 11.

Puglia 8 Salmes, are French Barrels, Oyl also 8 Salmes, every Salme, 10 Star, every Star 32 Pignatoli.

Of the Correspondence of Beer Measures.

He Barrell of Beer is made according to the Ame of Antwerp, and against spilling, accounted 54 Stopes in Flanders and Brabant.

The Barrell of Beer in Holland containeth 54 Stoops at Amsterdam 56 \(\frac{1}{2}\) Stoops,

accounting 60 Stoops for 64 Flemills.

At London the Barrell of Beer thirty fix gallons Beer measure, is forty eight gallons Wine measure. Every gallon of Beer is just two Stoops in Flanders, and at Amsterdam 1 ? Stoops.

The Barrell of Lubick, is just 50 Stoops of Antwerp.

The Fatt of Danlick containeth 180 Stoops, of Danlick is Antwerp 81.

Old Measures of the Romans.

He Latines and ancient Romans had Doleum which was 1 ! Culeus which was 2010 B weight of Antwerp.

Culeus did contain 20 Amphora being Amphora 80 & Mensurales, and Ponderales

69 8, maketh the Culeus 1380 & of Antwerp.

Amphora (is yet almost in use in all Italy and Germany) was also called Cadus. Quadrantal being a Tubb portable between Tu of a great foot Cubice, also Ciraminium vini is at Lexdon the Bushell of Corne of eight gallons of Wine, weighted 60 th of Antwerp. Vina is! Amphora quod urinet was a leaking bucket, also a tankard wherewith water is carried at London. Three Urnas was 16 Stoopes or a Seftier weighing 34 1.12.

Congius was a bottel of farewell of r ! Stoope, or an English gallon, maketh at

Meysen

Meyfen 3 pots, weigheth 8 . Camfaces is the fame. Sextarius is of Congeus, or about one pint of Antwerp. .

There was Sextarius Castrensis of double the measure, which was vsed in the Wars

to euery Souldier one dayly, weighing 23 - ounces.

Hemina is at Antwerp and Meylen half a pint, called also Allabastrum. Triblium an ounces. Oyl Glass weighed II

Acetabulum was a goblet to bring vineger to the table, of 3 ounces.

Cyatus, in Germany Bacherline, is 4 spoone-full, or a small Romerken weighing two ounces, is the bigness of the egg of a hen.



Measures of the Grecians.

Etrice, à metiendo, called Artaba by the Egyptians, is 16 - stoop, or a Sestier, and weighs 100 th at Antwerp.

Chus is Congius Romanorum, about 1 ; stoop, a drink of farewell which they drank one to another, weighed 8 ; 68.

Cotila is Romanorum Hemina (the Spartans in their Feasts gave no more to every one) is half a pint. The King had 2 weight, $11\frac{2}{3}$ ounces.

Quartanius is + of a pint, weighing 5 + ounces.

Oxibaphum is as Acetabulum of 3 \(\frac{1}{4}\) ounces, \(\text{r}\) \(\frac{1}{2}\) Ciatos.

Metreta Laconica was less, as Amphora of the Romanes of 96 Cotilas.

Modies or Medimies is 8 stoops of Antwerp.

Metretes is 12 Chus or 144 Cotila's, or 576 Oxibapha of 1 2 Ciates.

Bats or Bathis is \(\frac{1}{2}\) Metretes, or 6 Hina's every Hina 8 \(\frac{1}{2}\) \(\frac{1}{2}\).

Logni is 5 eggs of \(\frac{1}{2}\) the There were three forts of eggs used.

Measures used by Physitians.

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72 Sextarios of 4 quarts.
                           288 Quartio's, or
                            12 Choas of 6 Sextar.
                            72 Sextarios of 2 Cotilas,
                           144 Cotilas.
288 Quartas.
                          576 Oxibapha.
864 Ciatos.
                            10 Dragma.
                             4 small Mistra.
                             3 great Mistra.
2 small Conchas.
Ciatos is I
  ounces.
                             digreat Conchas.
                             5 Chemas.
                           10 Cochlearia or spoonful.
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Measures of Arabia.

Dorath is Albia, Romans Amphora, Johem is Congius Romanorum.

Dorath

 Cophinus 3 stoop.

Mares or Pontes 1 stoop.

Dadix 4 stoops, measures of Boetia.

Artaba measure of Egypt is 72 Sextario's of 72 Nations known (then in the World) to be; Collatum is 6 stoops, Chenix a stoop, Hidria is 9 stoops, Phiala or Briala is a gilt Cup.

Of the correspondence of the Measures of Corn.

THE differences of the Corn measures are very necessary to be known of all Merchants and Masters of Ship, letting thereupon their Ships to freight; the Last (which is two Tunnes lading) being the ground-work of it used in all the har-bours of the Sea Coasts diversly. Four and twenty small Barrels are accounted for a Last, as Herring Barrels, being 18 Beer Barrels, or 18 Ames of Antwerp, which are 3 Tuns of Wine; and yet we reckon two Tuns of Wine for a Last, for two Tuns of Wine weigh the weight of a Last of Corn, that is to say, one Hogshead 500 to, the two tunns 4000 th accordingly, and 12 Hogsheads of Corn weighing 350 the Hogshead, besides the Cask, is 4200 th. But the Corn is laden loose, and filleth the room full. One Pound of Wheat containeth about 9000 Grains of Wheat; and the Last of 4300 to is so many nine thousand Grains in a Last. The Corn measure most known is in Latin Modius, a measure; in Germany a Molder, in the Low-Countries a Mudde in, France Muy; and the Last differing in so many places, it is not amiss to account the weight of a Last of Wheat from 4200 to 4800 th, the Last of Rie from 4000 to 4200 th, the Last of Barley from 3000 to 3400 th. Oats are yet lighter, which are the cause that the Oats measure are made bigger to countervaile the weight. We shall take our correspondence upon the Last of Amsterdam, best known every where, and where also all Grains are measured alike. The Last of Amsterdam is 27 Moyes or Mudden, every Mudde 4 Schepels, is 108 Schepels to the Last: Or a Last is 29 sacks, every sack 3 Achtelings, 24 small Tunns to a Last as aforesaid, or 20 i meale Barrels, that is to say, one Last of meale is put into 20 ! Barrels, because it becommeth more depressed than Corn, or 15 ½ great Barrels, which do containe more.

It is also to be observed, that the difference of Corne measure of 6 upon 7, also 3 to 4, and 2 to 3, and in some places one will make two. And in many towns upon the Sea Coast they use two forts of measures, the one called the water measure, whereby the Corne is measured on Shipboard (being always the biggest) the other is called Land measure, because the Corn is measured thereby in all markets, shops, or places

where Corne is fould.

The Last of Corn of Amsterdam is at the following places.

Anslicke, 56 Schepels, whereof 60 there make a Last, the four Schepels make one Mudde, which is the Skippound of 3.40 th. Embden 55 Werps, whereof 61 make the Last, or 15 ! Barrels of 4 Werps. Hamborough 83 Schepels, whereof 90 make a Last. Lubeck 85 Schepels, whereof 96 make the Last. Fameren 78 Schepels, whereof 96 to the Last. Heyleger haven in Denmark 80 Schepels, also 96 to the Last. Coppen haven 23 small Barrels, whereof 42 make a Last. Fibeletorst Danic 23 Barrels, whereof 36 to the Last. Nelleboghe 23 Barrels, whereof 42 to the Last. Sweden 23 Barrels. Cennixborough 4 of a Last, the 6 Last are 7 at Ansserdam.

Melvyn

Melvyn 12 of a Last.

Statin in Pomerland of a Last.

Riga 42 Loops, Rosticke and Mecheborough measure of Lubeck.

Antwerp 37 ½ Vertules.

Bruxels 10 ½ Vertules.

Bruxels 10 ½ Mudden, and differing in all places of Brabant. Gaunt 4 Mudds, 7 Halsters of 12 to one Mudd is 55 Halsters.

Bridges 17 - Hoot. Dunkirk 18 Rasiers water measure. Middleboroug 40 facks is 41 1 to the Last in all Zeeland.

Dort 28 fackes.

Roterdam and Delf 87 Achtelinges. Schoonhaven 88 Achtelinges.

Enckhysen, Horne, Medenblick, 42 facks. Groeninghen 33 Mudds. Texel 58 Loops.

All other Towns not scituate upon the Sea Coast we do omit, for this correspon-

dence is made confidering the Lading Ships.

London and all England is 10 1 quarters make one Last; but in the ordinary Lading

5 quarters are accounted for one tunne Lading. Calais 18 Rafiers doth agree with England. Roan 20 untill 30 Mines, every Mine is 4 bushels.

Rochel 128 bushels, 4 to every Sestier.

Bourdeaux 38 Boissiaux, whereof 33 to the Last.

Sevil 54 Hanegas, a Last is 4 Cahis of 12 Hanegas.

Lyxborn 225 Alquiers, whereof 240 to the Last, or 4 Moyo's of 60 Alquiers to the

Moyo, and so in all the Islands of Portugal. Venice 32 star. Genoa 23 1 Mina. Sicilia 38 Medimnos of 6 Moyos.

Puglia 32 Cara of 36 Timani.

Cyprus 40 Medimnos of 2 Cipros.

Note that the Corn doth so much differ in goodness, that the measure of Amsterdam will weigh of Eastland Wheat 156 &, of French Wheat 180 &, of Sicilia Wheat 224 th, and of Africa 236 th.

Of the Measures of Salt, correspondence and goodness of the same.

He heavier the Salt is, fo much the better; therefore old Salt which hath lien long, and is fetled, is the better, and will more encrease to make Salt upon Salt, in yeelding more naturally; infomuch that in the boiling of it you must observe the Wind, which is good at the North, but contraty in the South. Salt will lose the first year between 8 and 10 in the hundreth, and afterwards but little: But for the Salt boiler he loseth nothing, it is so much the heavier and better. Therefore in Eastland, at Riga and other places they fell their Salt by weight, 12 Skippound for one last and in some places 15 and 16 Skippound: Wherefore if you have new Salt deliver it

by the measure, and if old Salt then deliver by weight.

In the boiling or rosting of your Salt, so called, it will augment or increase in meafervations asure according to the weight. New Spanish Salt from 100 to 135, 140 and more. And bout Salt. old Salt of 4 years lying made 100 to 200. This Salt is boiled by degrees, and is rough in the handling of it; for it is not driven up with a light fire, whereby it becom-

meth waterish and weak, not strong enough to Salt slesh withall.

The Salt of Portugal and Bruwage increaseth 25 and 30 according to the goodness: The white Salt being weak, and of great grains will lose much in the removing, and more in the carriage by 8 and 10 per cent.

To Salt flesh withall take of the slow boiled or rosted Salt, but make first his brine,

otherwise it will be too weak.

One great hundred of Salt is four small hundreths,

We are to observe the correspondence of Salt against one hundred of Zeland, most

known in all places: They measure their Salt with Barrels, 18 Barrels to a Last, and 7

Last to the hundreth, is 126 Barrels.

At Armoyden in Zeland thy reckon 8 3 weighes for one hundreth, every weigh is 11 4 facks, every fack four measures, and 15 weighes of Bruwage Salt make the great hundreth.

> The facks of Salt of Armuyden, being 122 small Barrels for the 100 fack, make as followeth in other places.

Bruwage 4 parts of one hundered of 28 Moyos, and 12 facks to the Moyo, also by Charges or load; ten load in the hundreth, and 48 Moyos or Muys to the Last, or 21 Barrell.

Lisborn 25 Moyos, Mary port 28 Moyos. Saintubal 20 Cays. Calis 22 Cays.

Sanlucar 21 Cays.

Gaunt 108 facks or Barrels.

Antwerp 144 Vertels of 24 to the Last, and fix Last to the hundreth; and the white Salt is measured with a lesser measure of 12 upon 100.

The said 100 sacks of Salt of Armuyden in Zeland, make

At Dunkerk 92 water measures, 104 Land measures. Oftend 98 measures, Damme and Axels 102 measures.

Bruges 104 measures, and Tpre 144.

Roterdam 100 whereof fix make one Mudde of eighteen to the hundreth.

Amsterdam, Utrecht, Deventer 102 scheppels.

Calis in France 130 Barrels, 19 to the Last, but 20 by fraighting.

Roan, and almost all France 16 ½ Muys.

Hamborch 7 Last, whereof 80 Barrels maketh the hundreth.

Denmark 6 1 Last.

Sweden 112 tunnes or Barrels 16 to the Last.

Embden 100 Barrels 14 to our Last, Lubeck 7 Lasts of 18 Barrels. London 7 1 Lasts of 18 Herring Barrels; but by weights 1112

Venice and Prian 70 Mose.

The Measures of Woad, Hops, and Sea Cole.

TOad of Tholouze in France, made up in baskets of 56 th weight, is at Antwerp 50 &, London 52 &. Four baskets are one load and four Bales, or 400 & is reckoned for a Diers Triall, and at London they take four Quintals of 112 88 for a Triall, to know how many short Clothes of 24 yards it will die, which is commonly of Islands Woad from Saint Michael 7 Clothes: And at Thouloze they account that Woad of 36 Franks, or about 4 & sterling dieth 13 Clothes.

Cane in France they measure by a Tub, containing 8 measures or facks, every meafure 1,20 th, is the Coope at Antwerp 1050 th, accounted for a Trial, but is far inferior

in goodness to Thouloze Woad.

Eldfoord in Germany, there one great Dryfat of 1200 th is a Triall.

Hops were wont to be fould by the measure, but now is done by Weight, namely the hundreth, or by a Skippound of Amsterdam 300 th, which comming much into England from the following places, is worthy the observation, albeit English Hops are the best.

The Skippound of 300 \$ of Amsterdamis -

Bruges 13 Hoett, but now measured. Gaunt 23 Halsters. Delft 40 Achtelings. Schoonhoven 37 Achtelings. Vtrecht 13 Muddes. Bolduc or Hertogenbosh, 8 Hoet. Harlem 2 Hoet. Hambrough 1 ! Wispell.

The Measure of Sea Cole.

His measure must of necessity be taken upon the Chalder of New-Castle, where the greatest quantity of Coles is found. They measure there by the Chalder filed up whereof 7 - Chalders make one Last, and is measured with giving 21 for 20. The correspondence is,

London and Tarmouth 10 Chalders. Roan 100 Barrels, giving 104 for 100. Bruges and Oftend 100 measures for Oats. Dort 12 Hoet, also by weights of 144 Bof 24 stones of 6 tB.

The Last of New-Castle of : Chalders, is-

Gaunt 144 facks, or 24 Muddes. Alst 200 Muddes. Antwerp 175 Vertels. Condet 44 Muys, the 80 make a Cherke. Zeland 68 Herring Barrels. Middleborough by Weigh of 180 8. Amsterdam 13 - Hoet of 38 measures.

Rules to know the goodness of Sea Coles.

Ake your Cole and hold the fame over a candle, or rather over a flaming fire, and if the Cole do melt (as it were) drop or fry, then it is undoubtedly a good Cole; for this is an argument of his fatty and fulphrous nature, which ministreth store of food for fire. But if the same grow hard and dry over the slame, it is a fign of a lean and hungry Cole, and fuch as will not cake or knit in the burning.

The brightness and glistering of the Cole both within and without is some argument of his goodness; albeit that some kind of a bad Sea Cole, newly digged out of the Mine, and brought dry in summer time will both shew and break fair, but most commonly if it breaketh in the colour or lustre of pitch it proveth a good Cole to the buyer. But without all question, if the same be of a dark, dusky and dead earthly co-

lour, it is utterly unprofitable for him that shall spend it.

The best and most assured proof, except the making of a fire with them (wherin no man of any fence can eafily be deceived) is the lightness of the Coles in weight. This weight, as in many other bodies, so especially in Water, doth either argue his pureness or impurity. For the lighter and clearer Waters are ever held the better and more wholsome, as least participating with earth. Now by the weight of half a peck of the good ones kept by you, trial may be made at all times; for bad Cole is much displeasing to all men.

Of the Weights and Measures of England. Oncerning Weights, for difference in the Ounces and Pounds we are to observe the Troy weight, which hath but twelve Ounces to the Pound, and Avoirdupois Troy weight. weight, which hath 16 Ounces to the Pound, which are leffer Ounces; for these fixteen Ounces make but 14 Ounces and one half, and two penny weight of the Ounces Troy used in the Mint, where 136 & Avoirdupois suttle weight, is but 100 & suttle Troy weight: So accounted in the last Copper Monies of pence and half pence made

The Troy weight ferveth only for Bread, Gold, Silver, and Electuaries, accounted 8 Pound to the Gallon, and so by computation 16 Pound to the peck, 32 to the half Bushell, and 64 Pound to the Bushell.

The Avoirdupois weight ferves to weigh Butter, Cheefe, Flesh, Tallow, and Wax, Avoirdupois and every other thing which beareth the name of Garbell, and whereof iffues a refuse weight. So 7 th of this weight to the Gallon for Wheat, is 14 th the peck, 28 the

half Bushell, and 56 the Bushell.

The 7th Avoirdupois weight are one hundreth and two Ounces Troy weight. Ac- corresponcording to which rate the quarter of Wheat must weigh 448 & Avoirdupois, and 14 & dence of the Avoirdupois, and 16 ft 11 Ounces Troy do justly accord, or 56 ft Avoirdupois and 67 ft said weight. 8 Ounces

8 ounces Troy. Where note, that one penny sterling is the twentieth part of an ounce Troy the halfpenny and farthing accordingly. And that 7 88 12 s. sterling is 84 ouns ces and one half, and two penny weight of Troy. And 6 th 18 s. sterling is 82 ounces and three quarters of an ounce and one penny Troy. From the which two Affifes the white wheaten and houshold breads are calculated and drawn.

The measure drawn from the Troy weight.

For the wet measure is also drawn from the pound weight Troy, both by Land and within Ship-board; as also all manner of Corn and grain, that is to say, the weight of twelve ounces I roy in wheat do make a concave or hollow measure named a Pint, and eight of the faine Pints make a Gallon of Wine, Ale, Beer, and Corn; according to the standard of his Majesties Exchequer, and the Acts of Parliament 11 and 12 H. 7. But for Water measure within Ship-board there is allowed ten Gallons to the bullel, which contain five Pecks:

The content of Cask.

From this Troy weight and measure is drawn allso the Assize for the quuntity and true concent of all manner of Cask lawful and vendible within the Realm of England, that is to fay; every Hogshead to contain threescore and three Gallons; every Tierce fourfcore and four Gallons; every Pipe 126 Gallons, and every Tunne 252 Gellons.

Salmon, Her-

There is also a measure called Salmon Butt, of 84 Gallons: So the Barrel of Sal-Sope meature. mon 12 Gallons, the half 21. The Herr ng Barrel is 32 Gallons, and the Eel Barrel 42 Gallons; and the half and Firkin of both these must hold accordingly; the Sope Barrel 32 Gallons.

The weight of Cheele and Butter.

There is also a true weight of Cheese and Butter, called the Weigh, which is 112 18 Avoirdupois to the hundreth: o the two hundreth is 224 th, containing 32 Cloves, and every Clove 7 th. So the weigh of Suffelk Cheese is 256 th Avoirdupois weight: But the weigh of Essex Cheese is 336 th.

The Sack of Woll. A Laft of

The rack of Wooll is 364 # weight of Avoirdupois, two weighs of Wooll make a Sack, and twelve Sacks make a Last. But a Last of Herrings containeth ten thousand, and every thousand contain ten hundreth.

Herring. Load of Lead.

The Load of Lead is 175 Pounds, the Fother maketh nineteen hundreth and half.

Concerning MEASURES.

Here is a yard derived from the Grains of Barly. Three Barly Corns in length make an Inch, and twelve Inches one Foot, and three Foot to the Yard Yard. and 16 ! Foot make a Pole or Pearch to measure Land withall. Albeit this Pearch doth vary in some places, being 18 and 21 Foot. Of these Pearches 40 in length and sour in bredth make an Acre of Land or wood. Whereupon Pliny, lib.2.cap.23.deriveth Preachers. Acre of Land. St., dium to be a furlong, which containeth 125 Paces, every Pace five Foot, the Foot is to contain four Palms, and every Palm four fingers bredth. Furlong.

The breadth of Silk Cypres bending and Curled

Bredth of Cypers'

T°6 is three Nails broad n°8 is 3 ! Nails, and n° 10 is ! of a yard braod,no 12 is of a yard, no 14 is is of a yard, no 16 is 7 of a yard, no 18 is i a yard broad. Note, in all plain Cypers they abate ten upon the hundreth, and so bring them from braces to Flemish Ells, and in the Curled they abate 25 per cent. and in bending 16 in the hundred.

Genes Silk by the paune of 104 to the hundreth, is \frac{1}{4} 26 yards English.

Of Sik wares.

Bolonia Silks by Braces the 100 are 89 Flemish Ells. Florence Silk by Braces the hundreth 81 2 Flemish, and 61 2 English. Luca by Braces the : part of a Flemish Ell, or ; of a yard English. Venice by Braces the 100 are 95 Flemish, and 71 ; yards so Novemborough. Sevil by Varres the 100 is 123! Flemish, and 92 & yards 74 Ells. Roan by Ells the 100 is 125 yards, and 157 Varres of Spain. And the 110 Ells English is 135 ! Varres of Spain. The The 100 Ells Flemish is but 60 Ells English, 10

The 100 Elis Fremijn is but 00 Elis Engant.

There are 8 bushels to quarter, 5 quarters to a tunnelading, and 10 quarters to a Corn measure as before. Last, but always 10 ; or 10 ; for a Last of Holland.

Salt 40 bushels make a weigh, water measure of 10 Gallons.

At Plymouth they measure with a bushell alien measure, whereof 24 make a tunn, and 8 make a quarter, so three quarters make one tunn, and every bulhell is 18 Gallons: So that a tunn of Salt at Plymouth is bigger than a Weigh of London by 32

The Measures of Lands.

He measuring of Lands in distance or length extending to miles, or partition of Lands by measures, Acres, Arpentiers, Bunderen, &c. is done by a measure or Rod, which is divided in 10, 12, 14, 16, 1, or 20 foot, and the foot is divided in a certain number of Inches, 10, 12, or 16, which are also differing in bigness.

Digitus or finger is in bredth four barly cornes laid close together.

A Thumb or Inch is 6 Grains or barley cornes, makeing two of them three.

Ouncia is 3 fingers or two thumbs.

Palma (in Greek Doron) is 4 fingers, is the 24 part of a mans stature.

Lichas or Dichas is a span of a hand with the thumb and four finger, or ten fingers; fometimes taken for two palms, which is 8 fingers.

Orthorodon in the Greek is the length of a mans hand, or 11 fingers.

Spithama, or span with the thumb and the little finger, is 16 Digiti or fingers; also Greciaries 12 fingers, is 3 Palma, in Latine Dodrans.

Pes a Foot is 16 fingers or 4 palms, or the 1 of proportionated mans stature.

Pigeme is 18 fingers, so a Pigme is a tall fellow.

Pigori is 24 fingers, called Cubitus, from the elbow to the fingers doubled.

Cubitus is 20 fingers or 6 palms, i of a mans stature, or Sesquipes I i foot, or two Dodrantes, from the elbow to the point of the longest finger.

Gradus a step is two foot, or 32 fingers, as between both feet distant.

Passus simplex is 2 \frac{1}{2} foot, half a remove of the body.

Passus is a pace with two legs making from the heel to the toe 5 foot.

Orgia or a fathom, is 6 foot, in Latin Ulna or 4 Cubicos.

Stadium is Aulus of 125 paces of 2 1 foot, is 312 foot. Greece 100 paces was the running of one man with one breath, as Hercules did.

Diaulus is 2 Stadia Hippicon, 4 Stadia the running of a horse.

Delicos is 12 stadia, about the 6 part of a Dutch mile.

Signes, or Scena, or Funiculus in Egypt, is 60 stadia, is an hours going, and every man did draw the line going up by boat.

Stadmos was a Post Journey.

Miliare vel Luca are divers; but a Flemish mile is 1400 Rods.

Gradus Geometrorum, wherewith the World is measured round about, is 15 miles; so the World is 360 Gradus, in toto 5400 miles, or at 4 miles for one Geometrical mile, is 21600 miles.

The most commodious measure and more usuall is the Rod of 14 foot, rather than our Pearch of 16 + foot; and an hundred of these Rods are called a line of Land, and three line make a great measure of Land, so called by the name of measure, whereupon we now proceed.

A Line of Land lying one foot broad the length of a mile, and a plough going one foot broad may be accounted to go a mile, the Land square 100 foot for the Road,

and the Line of Land one Road broad is 10600 foot.

A Line square is 10000 Roads, or 33 1 measures as aforesaid.

For a measure is 300 Roads, and square 17 1/2 Roads, containing 58800 foot. This Road is called in Germany Pertica, making there 15 foot, and in Flanders accounting 1400 Roads for a mile, is 10600 foot in length.

Away

A way one Rod broad is called a highway for Passengers pedantical.

A mile in length containeth 4 \(\frac{1}{2}\) measures of Land: The way of a Waggon is accounted 9 \(\frac{1}{2}\) measures.

Some in Flanders do reckon 1000 Rods for a mile, but is of 20 foot the Rod.

Miliare was the distance or marching of a camp without baiting, called Rastrum or Rastas, was 4000 paces.

The difference between miles is not to be reconciled, every Country having their own computation, and that differing in most places within themselves.

In Saxony a mile is 4000 paces, in other places in Germany 5000 paces.

In France they call them Lieux or Leucas, and in a Parliament there, it was appointed to be 1000 turnings of the wheels of a Waggon, whereof the formost made wheel was 12, and the hindmost 18 foot, which between was adjudged upon 15 foot, is of a Dutch mile but 3.

In Spain one Dutch maketh a mile and half.

In England 4 of their miles to one Dutch mile, being there 1000 paces.

In Italy 1000 paces, whereof the 3 is a Dutch mile.

Florence 3000 Braces for a mile of 6 Roads, is 1300 Roads. Holland 2000 Roads is 5 Holland miles for 4 Flanders miles.

In Egypt their Cubitus Geometircus is 6 of our Cubits, they reckon by Scena, which is a Spanish mile.

Persia Parasangia of 30 Stadia or Funiculi, they measure with 24 fingers the Cubit,

and Cubicus Regius is 27 fingers.

The Romans did use the finger palm, and the foot making 4 palms.

In the measuring of Lands and Ways divers measures were by the said Romans divided into 12 Ounces, and the Ounce in 24 scruples, and so they called a foot a Pound and two foot Dupondium.

The Emperours tables were 4 foot square every way, yet in use in Germany and in the East Countries, but in England, France, and the Low-Countries are longer than

broad is to fit 16 persons every where.

Jugerum is used as a measure in Castilia and about Rome, being an old measure. Juger quasi junctus, being one days labour of two Oxen at the Plough, uno jugo Bovum, was the space of 240 foot, broad 220, containing 28800, which is correspondent to one half great measure of Land, wherein they did also use many divisions and subdivisions according to the Pound weight.

Of the Nature and Diversity of Colours.

A Lbeit that Colours are not comprehended in themselves under weight and meafure, yet because the quantity of stuff whereby things are died, are done by weight, as you may note in the precedent observation of Woad; and for that Merchants may give the better judgment of Colours, knowing the nature thereof, I have

thought good for varieties fake to intreat thereof.

The nature of all Colours is confined between White and Black, and the original Colours proceeding and relating to the middle of them, which is Green, for foexperience hath taught us in progrefs of time by long observation, wherein by Art I have found the truth by variation without the mystery of dying, more certain than Aristotle and other Philosophers by reason have conceived, according to the Theorick part by them described, which by the Practique part I am assured of by experience as aforesaid.

The original or primary Colours are 7, as compleat in number, and all other Colours are mixt and derived from them, according to the order following:

Albus, White easily converted by decay of Nature.

Puniceus, light Red, is neither Blew nor Purple. Viridis, Green, apt to be made into Blew.

Purpureus, Purple Caruleus, Blew }eafily turned to Black.

Niger, Black, the true ground whereof is Blew.

All colours are light or obscure, Lucida vel Opaca, and they all (except Black) may be called light, as more or less partaking thereof.

In White is most light, and shadow or darkness least or none at all.

In Blew is the contrary, most shadow and less light. In Yellow is inward light and less obscurity.

In Purple is the contrary, inward obscurity and less light. In Green, is equality of light and darkness.

In light Red, is more light than obscurity.

So that for too much want of obscurity commeth whiteness, and for too much want of White or lightness, commeth blackness; and a Cloth died Yellow being

put into the Blew wooded vessel, maketh an excellent Green.

There was light and darkness before the Planet of the Sun was created, albeit the diffinction between day and night is ascribed to the Sun. Now the Moon hath no light, but what the Sun doth impart unto her, and the colours of the Rainbow in the day time, being produced by the four Elements, do approve these colours to be so in nature, whereof the Philosophers have given a reason accordingly. confidering the curiofity of them, and especially of Aristotle, it is strange unto me that they have not made mention of the colours of the Rain-bow in the night time, when the Moon is at full, and opposite to the Sun, which colours nevertheless take a reflection upon the clouds and obscurity of the night, far differing from the colour of the Rain-bow in the day time upon the declination of the Sun; insomuch that albeit all colours must be discerned by light and so adjudged accordingly, yet their opperation doth differ very much, as may be shewed. The property of all colours is to be subject to the air and Sun, and all of them do vanish; but in the black it is least feen, and is also the furest, having his ground upon the Blew; so it be a Blew substantial of Wood or Indico, which is the extraction of the herb Glauftum, or Anill, in the East and West-Indies like unto our green Wood; but the leaves of it are round and not long howbeit the climate and ground make the main difference.

There was of late years, two great controversies at the Council Table: The one concerning the dying of Black-Silk, called London Dye; The other concerning the Dying of

use of Logwood, being a false glorious colour.

Concerning the London Die of Silk it was proved, that one Pound of 16 Ounces was by fophistications of additaments augmented to 32 Ounces, and forty Ounces: which fraud comes to pass by reason of the gummy matter or substance whereof the Silk was not purged for black die, as it is in colours, whereby it made fuch an increase in weight. To prevent this abuse, a Corporation of Silk-men were made; and nevertheless, forasmuch that a reasonable increase of 8 Ounces doth look fairer, and can be better used, there remained a tolleration of this increase in London. The way to find out the fraud was by controlling the weight by the measure, which by convulsion becometh contracted: So that if the Silkbeing purged decreaseth 16 Ounces, to 13 and 12, will moderately have afterwards some increase; then this Silk being meafured by the yard in Skeans, and marked with Leads, and so deliverd to the Dyar, must be received accordingly without such contraction and decrease of length, by the increase of weight, these two controlling each other.

The indifferent course therefore, is the golden mean; so it is done concerning Log- Dying by the wood, being good cheap and sit for dying of a fair colour, although vanishing, serving help of Log- wood. for the Poor People, wearing course stuff, or using things of small value: That notwithstanding that the use of it was prohibited, as well as the importation, yet now of late there is a competent quantity admitted to be used by Letters Patent, and Procla-

A Table of the Standard, for the true making of Woollen Clothes, according to the Weight and Meafure declared by the Statute made in the fourth year of his Majesties Raign of Great Brittain, Gc.

THE Sack of Wooll appointed by King Edward the third, is diffinguished according to the Lunare year of 13 months, of 28 days, making in all 364 th, or 365th. for fo many days in the year; the Tod of Wooll being 28 th, for fo many days in the month; and 13 Tods for fo many months in the year; every Tod containing four Nails, and every Nail being 7 th, for feven days of the week.

This Sack of Wooll is accounted to make 4 Standard Clothes of clean Woll, called Sorting-cloths, weighing 60 the Cloth, and being 24 yards long, of 6; quarters broad or thereabouts, within the remedy or allowance of 2 the Weight up-

on a Cloth.

In the Weight is to be observed, that the Clothes be well scoured, thickned, milled,

and fully dried.

In the Measure likewise, that the same be Measured by the yard and inch, within the List, concerning the breadth, according to faid Statute made of all the severall forts of Clothes made in divers Shires, viz.

Broad.	Weight,	and I	leasure.
Kent, Tor. and Read. Cloths of 6 1/2 quarters.	868	30 and	d 34 yards.
Suffolk, Norffolk, and Effex of 7 quarters.	8068	29	32 yards.
Worcest. Covent. and Heref. of 6 1/2 quarters.	7888	30	33 yards.
Wilts. Glocest. Oxon. Somers. of 7 quarters.	768	29	32 yards.
Suffolk forting Clothes broad 6 ! quarters.	648	23	26 yards.
All forting Clothes of divers Shires 6 ½ q.	608	24	26 yards.
Broad-Cloth Tauntons. Bridgwaters			
and Dundstars of 7 quar.	308	12 and	l 13 yards.
Broad and narrow of Torkshire, of 4 quar.	3088	24	25 yards.
Devon. Kerfeys and Dozens — of 4 quar.	1388	12	13 yards.
Check. Kerseys strait and plain grayes 4 q.	248	17	18 yards:
Ordinary Penistone or Forests 5 1 quarters.	2888	12	13 yards.
Sorting Penistones of 6 ! quar.	3500	13	14 yards.
Washers of Lancashire and others-	1788	17	18 yards.
Clogware, Kend. Karpnuales at pleafure,		20	at the lest.

The manner of making of all Woollen Cloths, and workmens orders, with the viewing, learching, and the forfeitures or abatements, may at large be feen by the faid Statute: Being an Epitome of all former Acts concerning the indraping of Woolls, appointing wherein Flockes, Thrums, or Lambs Wooll may be put.

Observations concerning the said Weight and Measure. Clothes in generall.

Hat all Substantial things, either dry or liquid, are by Divine providence subject and governed by Number, Weight and Measure.

That Weight and Measure do controle each other, and that number giveth denomination unto them both, to discerne truth from falshood, as aforesaid.

That the weight of a Cloth is more to be regarded, than the Measure, because the weight containeth substance, which is abused by stretching it in Mcasure.

That according to the flandard of Clothes, there must be allowed or accounted two pounds and one half of Wooll, to make one yard of the abovefaid Clothes.

That the Statute of Clothmaking, hath had a confideration to make an allowance

or abatement for Draped, Dreffed, Rowed, and Sheared Clothes, which is five the in a

Long-cloth, and four the in a Broad-cloth, besides the remedy of two the

According to this Rule, His Majestyes Custom for Cloth and Carleys, &c. ought to be payed, equalifing the faid Custom of Cloth, with the Custom of Wool, according to forty Shillings the Sack, payed in the time of Queen Mary; which is to be done according to the weight, and not according to the measure, as heretofore hath been partly done. And the Weight will cause Clothes to be better made, according to the Statute whereunto the reformation must be reduced, which will be beneficial.

Benefits which will arise by the true making of Clothes in England, according to the Statute made in the fourth year of His Mojesties raign of Great Britain.

'He Cloth of the Realm shall recover his former estimation, which every Merchant (weighing his Clothes) will cause to be observed, according to the said rule and proportion between Weight and Measure, whereby the stretching and salsifying of Cloth will be controled and prevented, especially if this demonstration (here fet down) shall direct the buyer of Clothes. And the like may be made for Carfeyes and all other Wooling Commodities, according to the faid Statute,

The Cloth being truly made, will be more vendible beyond the Seas, where many complaints are daily made of the false making thereof; which the Clothier cannot but know, upon fo many certificates for Tare as are abated of them to their loss: every Merchant looking more to by good cheap, than to by good Cloth, feeding falle

making by it, which cometh to pass more by ignorance than otherwise.

The Clothier finding the Merchant by these meanes able to control him, will endeavour to make true Cloth, and the Officers to Survey it will be more careful, and not fend the Clothier their Leads and Stamp, and so they be payed, never look to take paines to view the Cloth; hereby traffick will increase for the general good of the Realm, and his Majesties Custom will be duly payed, according to the said Statute, and all will tend to the glory of God, and honour of the King, in all Equity and Justice to be observed in all well-Govrened Commonweals.

We may perceive by the contents of this Difcourse, how weight and measure doth Weights and Measures concontroll each other: compare your measure of Corn with the weight, as before is de-troll each clared; your length of Cloths with the weight as aforesaid; nay your wet measures, other. will teach you to distinguish truth from falshood, and how to know the goodness of things; if Spices become light, then the weight will shew it because the substance is dryed up; which to prevent is Wisdome and no deceit: For as the Element of air is the cause of putrefaction, so the excluding of the same in many things, is a preservation, and so is likewise the preventing of dryness. But to end this Triall of measure and weight, let us observe the Italians by weighing and measuring of their Silk wares. A yard of Satin weigheth four ounces, being truly made, and if it be above, they take the same to be overgummed, and not truly made, and so if it weigh less.

CHAP.

CHAP. V.

Of the three Essential Parts of Trasick, namely, Commodities, Money, and Exchange of Money by

Bills of Exchanges.

LL the Traffick and commerce between Nation and Nation, or man and man, is performed under three Simples which are properly the Essential parts of Traffick: Namely, Commodities, Money, and Exchange for Money by Bills of Exchanges: Which is effected by Number, Weight, and Measure, according to the former Observation.

And herein is to be considered a Tripartite Exchange, That is;

A Tripartite Exchange.

Commodities for Commodities; Commodities for Money, and

Commodities for Exchange of Money by Bills of Exchange.

For fome Merchants do negotiate all for Commodities, others all for Money, or Exchanges, or for all three or any of them which yeeldeth them most benefit and gain: And herein is their particular profit, or *Privatum Commodum*, more respected than the generall good of the Common Wealth, whereby corruptable and unnecessary Commodities are given for Staple wares and durable Commodities, to the impoverishing of Kingdomes and Common-weals. And not only is this Commutation or Exchange abused in kind, but also in the price, paying too dear for the one, and selling of Commodities.

Over-ballance the other too good cheape: Whereby cometh an over-ballancing of Commodities in price, and quality, and not in quantity; whereby in effect, Monies are given to boot, and as it were over and above the reasonable estimation of things; and herein is the course of Exchanges by Bills predominant, and over-ruling both the course of Commodities, and Money, as shall be at large demonstrated hereafter.

For the faid three Essential parts of Traffick are properly the Body, Soul, and Spirit

of Commerce, and have their operation accordingly.

The first as the *Body*, uplied the World by Commutation and bartring of Commodities, untill Money devised to be Coyned.

The second, as the Soul in the Body, did infuse life to Traffick, by the meanes

of Equality and Equity, preventing advatgneb etween Buyers and Sellers.

The third, as the Spirit and faculty of the Soule (being seated every where corroborateth the vitall Spirit of Traffick, directing and controlling (by just proportions)

the prices and values of Commodities and Monies.

True it is, that this Spirit and faculty of the Soul, namely, the Exchange for Money, taketh his original from the Soul, which giveth life to the Body of Traffick; that is to fay, The Exchange for Moneys by Bills of Exchanges, is grounded upon Moneys, and Moneys were invented and made by common confent to be the rule and fquare to fet a price unto all things, and the right and true judges of them; and is therefore called Publica Menfara, or the pulick measure between man and man. But fince the manner of Exchange was intended between Nations and Nations, or Country and Countries, Moneys did only remain the publick measure within the realms or Commonweals of every Country between man and man according to the valuation of Princes

Money the publick merture at home.

The Body;

Soul, and Spirit of Traffick.

and States imposed upon Moneys: and the Exchange of Moneys by bills became Publica Mensura; between us and forcin Nations, and between all Nations in Exchange for the course of commerce, according to which Exchange all Commodities are bought Moneys and fold. And albeit that the Abundance or Quantity of Commodities, and the many publick meaor few buyers, or the scarcity of Commodities, causeth the prices of Commodities Nations. to rife and fall; and likewife that plenty of Money maketh things dear; and fcarcity of Money maketh them good cheap as a property inherent unto Money as a true meaflure : yet we must observe in true order, That both Commodities and Money are Pas-five, fince the Exchange was invented, which is only active, and that in Countrys where and Mony are all the Essential parts of Trassick are used. But howsoever, the Maxime is to be ob- things passive. ferved in the avoyding of the over-balancing of Commodities in price and quality. Marcus Cato therefore faith advisedly:

Oportet patrem-familias esse Vendacem, non Emacem.

A Prince therefore (as the Father of the Common-wealth) ought to be feller and not a buyer, which cometh to pass when the expences of his Common-wealth do not exceed his Incomes and Revenues: this to be effected by keeping a certain Equality in the Traffick between his Kingdom and foreign Nations. For Riches being natu-Natural riches ral, or artificial, and both subject to Number, Weight, and Measure, requireth a cer-Artificial ritain Equality in the true Commutation of things between us and other Nations. And Justice being Distributive and Commutative, every Man of Judgment knoweth, that Justice distributive and this part is comprehended under Justice Commutative ; and that all Trassick consistest commutative. of the Land Commodities, and of the Commodities of the Seas, and laftly, of the Land Com-Commodities of other Countrys and Nations. For God caused nature to distribute modities. her Benefits or his Blessings to several Climats supplying the Barrenness of some dities. things in one Conutry with the Fruitfulness and store of other Countrys, to the end that interchangeably one Common-weal should live with another.

These Aphorisms or selected points are of great Importance: for (as is noted before) gain being the scope of all Merchants, is procured without regard had to the Common-wealth; the Wealth whereof cannot properly decrease but three manner of Proper causes ways, namely, by selling our home Commodities too good cheap; by buying the of the decre-foreign Commodities too deare; and by the transportation of Moneys in specie, when in a State. the Exchange of Moneys doth not answer the true value of it, by Bills of Exchanges: as shall be plainly demonstrated.

For this Exchange is the Rudder of the Ship of Traffick, fastned upon the Para- Exchange of lell of the keel of Equity, which doth rule and direct the faid Ship upon all the varia-Rudder of tions of the Commodities of all Countrys. Many men knowing that the Rudder doth govern the Ship, can notwithstanding give little reason of the cause of it, but admire to fee fo small a piece of Timber to have fo great an operation; yet no man is so foolish as to attribute that Power unto the fails or any other appertenances of the Ship, or to the main Body of it called the hull of the Ship. Great is the error therefore of those that will ascribe any effectual operation to the quantity of Commodities, albeit there was a Trafick and Commerce without either Money or Exchange for Money, when the course of it was like a Ship failing without Rudder or Compass.

Money may well be compared to the compass, having so many variations upon Money as the the several standards of the Coins of all Countrys, and changing continually from Compass of a time to rime in valuation; Princes and Common-weals taking advantage one against change the another, either to draw Treasure into their Kingdoms and Territories, or to advance Rudder. the price of their Country Commodities. And Exchange may properly be compared to the Rudder of a Ship, which commandeth the directions of the Compass accordingly and fo doth the Exchange command the course of Money: for let the standards of Money be altered either in Weight, Fineness, or Valuation, the Exchange by altering the price (with great facility) according to equity is able to meet and over-rule them all, as shall be declared in the progress of this Book.

Principles or they are, Gc.

The learned have determined, that no argument or disputation is to be maintained Axioms what with those that will deny Principles, which by reason and common consent are indifputable, and stand of their own Authority: For by an undoubted Principle or Axiome we know, That the whole is bigger than his part, that two is more than one, and that

two equall things being equally divided into a third, are all equall.

The knowledge of the premisses is naturally and visibly engrassed in the mind of man, as no doubt can be admitted: Nevertheless there are men so intoxicated in their judgments, that being once possessed of an imaginary conceit, they will never be removed; as he was who asked of his Frinds, What he should do with an heap of flones and trash to be rid of it? and was answered, that he should dig a hole in the ground and bury them; and when the other demanded of him, what he should do with the earth he should dig out? he told him he should make the hole so much the bigger to put them in both, and he could never be recalled from this conceit, even in naturall and substantiall things to be felt, seen and handled; insomuch that experience fheweth, that digging an hole, one thall hardly put in the fame earth again, without

cramming and labour, much less the other. The Pythagorians dostrine lately revived by Copernicus, touching the scituation and

earth.

moving of the Bodies Coelestiall, denying the stability of the earth, may in some measure be admitted argumentandi gratia; for they set forth some Astronomicall deopinion of the monstration, albeit imaginary, and declare some reasons agreeable to experience, motion of the namely, That the Orb of the fixed Starrs is of all other the most highest and farthest distant, and comprehendeth the other Spheres of wandering Starrs. And of the straying Bodies called Planets, the Old Philosophers thought it a good ground in reason, that the nighest to the Center should swiftliest move, because the Circle was least, and thereby the sooner overpassed, and the farther distant, the more slowly: And upon this confideration, because of the swift course of the Moon, they did conclude, that the whole Globe of Elements was inclosed within the Moons Sphere, together with the earth as the Center of the same, to be by this great Orb, together with the other Planets above the Sun turned, making by his revolution one year; and whatfoever feemeth to us to proceed by the moving of the Sun, the fame to proceed indeed by the revolution of the earth, the Sun still remaining fixed and immoveable in the But Aristotle his reasons are generally approved, to prove the earth's stability, in the middle or lower part of the World, because of gravity and levity, the earth being (of all other Elements) most heavy, and all ponderous things are carried unto it, striving (as it were) to sway down, even to the inmost part thereof, with many other reasons made disputable by some, because the Planets and Starrs are farr above us. But to deny the Principle of Exchange and Money as aforefaid, may be refuted and proved to be so plain an errour, as we see the Hand or Index of a Dyall to be the thing

Aristotle of the stability of the earth.

> Right Merchants are taken to be wife in their profession, for their own good and benefit of the Common-wealth; for of the fix Members of all the Governments of Monarchies and Common-weals, they are the principall instruments to increase or decrease the wealth thereof; as may appeare by the discription of the following Royall Banket of Great Britain. The King of Great Britain confidering that all Commonweals are furnished with Divine Service, Armes, Laws, Riches, Arts, and Sustenance, and that the managing of these fix things requireth fix manner of persons, namely, Clergymen, Noble-men, Magistrates, Merchants, Artificers, and Husband-men (which joyntly are the Members of all Common-weals) was graciously disposed to invite them all unto a Royall Benket, where (after many pleafing difcourfes concerning hunting, and having proved by many examples, that the most renowned Princes delighting in that Royall sport, have always been the best Warriers) his Majesty was pleased, that every Member of his Common-wealth as aforefaid, should in one only word express the property of his professing or calling; whereupon the Clergy-men did fay, we instruct;

> active, which sheweth the hour, and the letters are things passive and immoveable in the action; and fo are Commodities in the course of Trassick, where Exchange is

The Royall Banket of Great Brithe Noble-men, we fight; the Magistrates, we defend; the Merchants, we inrich; the Artificers, we furnish; and the Husbandmen, we find. The King answering, used these or the like speeches: We do very well approve your declaration in this brief manner, recommending every one of you to discharge your duty accordingly, with a remembrance, that we (as your head) must make the Body of the Common-wealth compleat: Comparison For the Office of a King towards his Subjects, doth very well agree with the Office of and property the head, and all the Members thereof. For from the head (being the feate of Judg- to the Body ment) procedeth the care and providence of guiding, and preventing all Evil that may for between come to the Body or any part thereof, the Head cares for the Body, for doth the King and his Subjects. for his People: And even as all discourses and directions flow from the Head, and the execution of them belongeth to the Members, every one according to their Office; fo is it between a Wise Prince and his People. And as the Head by true Judgment may imploy the Members in their feverall Offices being thereunto fufficient, or being detective may cut them off, rather than to suffer infection to the rest: Even so it is betwixt the King and his People, for as there is always hope of curing any difeafed Member by direction of the Head, so long as it is whole; and by the contrary, if it be troubled, all Members are partakers of that trouble; so is it between the King and his Subjects, who is therefore called Parens patriae, who like a Father of the great Family of the Parens patriae, Common-wealth, doth study for the welfare thereof.

The Lord Chancellor making a generall answer, did acknowledge his Majesty to be the right and Supream Head without which the Body was to be effected as a dead trunk, for, faid he, the Royall Scepter of a Monarchy, guided with good and wholefome Laws, doth far exceed all other governments, which properly are called Ariflo-Ariflocratia.

cracies & Democracies.

Aristocracy is the government of the less number of People of a Common-wealth in Soveraignty, and Democracy (being contrary unto it) is the greater number of Peo-Whereas a Monarchy is a Common-wealth where one fole Prince Monarchy hath the absolute government, here the Peace, Unity, Concord, and Tranquility of the best government. Subjects confifteth by meanes of one Head, by whose Power Common-weals are fortified, Vertue thereby being united and more corroborated, than if it were dispersed into many parts, which give occasion of strifes, turmoils, and controversies by the divided powers and emulation of greatness: When as one person (imitating nature)

doth govern (as the Head) all the parts and Members of the Body, for the generall fafegard and weale publick.

Hereupon replication being made by the King; fault was found of the generall dearth of all things within his Realm, without any fearcity of the faid things ferving for back and belly, which we attribute unto you Husbandmen faid the King, for food is dear and yet there is no dearth. The Husbandmen did excuse themselves, Food dear and laid the fault upon the Noblemen and Gentlemen for rafing of their rents, taking and no dearth. of Farmes into their hands, and making of inclosures. Noblemen and Gentlemen did impose the cause upon Merchants and Artificers for selling things dearer than in times past, which caused every man to make most of his owne, according to his profession; wherein the Artificers were easily dispenced withall, considering their labours, and Workemens wages, buying also all things dearer. So that the fault did wholly remain upon the Merchants, who have the fole difposing of all Commodities exported and imported for the good or hurt of the Common-wealth; which caufed the King to enter into confideration of the aforefaid three Effentiall Parts of Traffick, namely, Commodities, Money, and Exchange for Money by Bills of Exchange.

And ingeniously perceiving, that the vitall of Traffick did consist in the matter of Exchange for Monies, because the same is the publick measure between Nation and Nations, and that grain was the radicall moisture of Commerce, which had his effectuall power in Exchanges: His Majesty thought good to call divers Merchants to the confultation of this business (being within their element) to hear their

opinion how to remedy the faid inconvenience:

Where-

Whereupon his Highness observed three manner of Merchants: The first (which

of Merchants. were the greatest number) were ignorant of the fundamental reasons of Exchanges, and being carried with the stream, never took notice of it, but were guided therein by ignorant brokers of Exchanges, according to the rule of forein Nations. cond fort of Merchants, were those that did altogether practise to make a benefit by Exchanges and Transportations of Moneys, and never did deal in Commodities at home or beyond the Seas, and these would not confess that there was any abuse committed by Exchange. The third fort of Merchants (being the smallest number) were men of wisdom and experience, and yet they found the matter of Exchange to be a mystery, until examination of the properties thereof, and then (like good Patriots) they tooke a care for the welfare of the Common-wealth. The first fort he did not Offenders unregard because of their ignorance: The second fort he did compare unto Vintners, who are not fit to be called to be Affiftants in making of Laws against drunkenness, and fo rejected them: But the third fort he did embrace as worthy Councellors to reform abuses; and some of these were of opinion, that by reason of the base Mony coyned in the latter end of the reign of Henry the 8, all the forein Commodities were fold dearer, which made afterwards the Commodities of the Realm to rife at the Farmers and Tenants hands, and that the same was made dearer through plenty of Mony Inhaunfing of and Bullion, which came from the West-Indies; and especially, because an Ounce of

the price of

things.

fit to make Laws.

Silver altereth Silver was inhaunced by the faid King, from forty pence to forty five pence, and afterwards in process of time was valued at threescore pence, and that the operation of the faid alteration doth still continue. Others faid, That the prizes of things being risen, was of no great moment, because it was by denomination, and not really; for that which was called forty before, was now termed threefcore, according to the coyns of Silver valued by the Ounce, as aforesaid. But the wiser fort did go further, and comparing the prizes rifen of forcin Commodities, far more than the prizes of our home Commodities, they did acknowledge, that there was an over-ballancing of Commodities, and found that the course of Exchange for Moneys was the efficient cause thereof: For they did observe, that as the Elements are joyned by Symbolization, the air to the fire by warmness, the water to the air by moisture, the earth to the water by coldness; so is Exchange joyned to Moneys, and Moneys to Commodities by their proper qualities and effects, whereby it did appear unto them;

First, That our Money being undervalued in Exchange, causeth the price of our home Commodities to be abated, and to be fold better cheap in forein parts, and

is also the cause that our Moneys are exported.

Secondly, The Moneys being transported, taketh away the lively course of Traffick of our faid Commodites, and caufeth young Merchants to run by Exchanges upon Bills to maintain their trade, paying great interest for Money, which they cannot take up by their fingle Bond, as they can do by Bill, taking up the fame by Ex-

change without Sureties.

Thirdly, This causeth young Merchants and others to make rash sales of their Commodities beyond the Seas, to pay their Bills of Exchanges, whereby they overthrow the Markets of others, and make them fell better cheap. So on the contrary, the coyns being over-valued in Exchange, and also inhaunced beyond the Seas, caused the price of forein Commodities to increase, more than our native Commodities; and our Merchants are compelled (of course) to make return thereby, because they cannot import those over-valued Moneys, but to their exceeding great loss. by Exchange they find few Takers, unless it be our young Merchants, which do confume their Estates by Exchanges, and Rechanges. For of the said three Essential parts of Traffick, we have but the use of one (as they observed) which is the buying of forein Commodities, to make returns, increasing therein the consumption of the faid wares, and not our own Moneys remaining hereby plentiful beyond the Seas; the rather for that Bills of debt are (as ready Money) passing between man and man caufeth with them a lively course of Trade, whereby their Commodities are advanced in price and fale; neither are they compelled to fell them but at their

over-ballancing of Commodities.

because they find Money at Interest, at Five and Six in the Hunprice,

dredth

This plenty of Money is dayly increased by our Merchants Trading into Spain and all others, who do divert the Royals of Spain from us, because of the inhaunsing of Moneys beyond the Seas, where they have 25 upon the hundredth gain, when with us they make but 10 per cent.

This gain is practifed by Exchange, and would otherwise be but imaginary, as shall be declared hereafter: Whereby we shall finde that the said Exchange is still

predominant, and over-ruling the Moneys and Commodities.

CHAP. VI.

A Geometricall Description of the World, especially of EUROPE, Measured by Millions of Acres of Ground, upon the Map.

The Measure is one Million, or Ten Hundred Thousand Acres.

HE Circumstance of the roundness of the whole Globe of the World. composed of Water and Earth, is accounted to be 5400 Geometricall miles, or 21600 ordinary miles. But whereas the miles in all Kingdomes and Countrys, and almost in every Province or Shire do differ; I have thought convenient to admit one Measure of one Million of Acres of Ground, to Measure the whole Globe thereby according to the Map: Which is not only intelligible to all Men, but all Merchants also may have use thereof. For by the number of the Millions of Acres, comparing one Kingdom unto another, or one Country unto another Country, they may know the bigness and spaciousness thereof, which wee have particularly observed in *Europe*, with a distinction also of the dominion of Princes in these severall Countrys known by the name, France, Italy, Germany, and others, which many times falleth into confideration upon fingular occasions.

This Globe of the World is divided to be two third parts Water or Seas, and one third part Land: And of this Land there is one third part not inhabited, and the

other two third parts are as followeth.

The whole Circumference by the aforesaid measure is 19, 803, 575000, which is 29 milliars, 803 Millions, 575 thousand Acres, and the milliar is ten hundred milli- A milliar is ons. So the two \(\frac{1}{2}\) part Water is 19 milliars, 869 Millions, and 50000 Acres of Ground ten hundred answerable; and the other part third is 9 milliars 934 Millions, and 525 thousand Millions. Acres.

Hereof deduct part not inhabited, which is 3 milliars, 311 Millions, 508000 Acres; so rest 6 milliars 623 Millions, 17000 Acres of Land inhabited whereof followes a particular distribution.

First for Europe or Christendom. England containeth 29 Millions, 568 thousand Acres. Scotland containeth 14 Millions, 432 thousand Acres. Ireland containeth 18 Millions.

So these three Kingdoms, with all their dominions of I and and Islands adjacent, under the Diadem of King James, contain 62 Millions of Acres of Ground, &c.

England is by the computation, accordingly with the Dominion of Wales, and all Islands thereunto belonging, the thousand part of the whole Globe, or the 22 part of the Earth inhabited, or the 333 part of the whole Earth: And Scotland may be full the one half of this computation, that is, the 444 part of the Earth inhabited, or the 666 part of the whole Earth; and the Monarchy of Great Brittain and the Kingdom of Ireland is the 480 part of the whole Globe, unnecessary fractions in cypher omitted.

The Body of the Sun is 166 times bigger than the whole Globe of the World, and fo accordingly for the Seas and Earth as aforefaid.

The 17 Provinces of the Low-Countrys,

Contain 10 millions 797 thousand Acres. Whereof

The reconciled Provinces with *Spain* contain 7 Millions 197000 Acres. The united Provinces under the States contain 3 Millions 599000 Acres.

The Kingdom of *France* divided into 32 Provinces, containeth in all 82 Millions 879000 Acres.

The Kingdoms of Spain, being 8 in number, contain as followeth:

. m.	m.
Castile 25 millions 730	Leon Galisia — 9 millions 12.4
Andalusia 2 millions 425	Arragon 13 millions 104
Granado — 2 millions 128	Bifcay — 3 millions 412
Narvare 1 million 458	Portugal 10 millions 154

In all containing 67 Millions, 535 thousand Acres.

ITALY.

	Under Spain.		
	/_ m.		m.
Naples -	11 millions 704	Savoy	
Tombardy -	1 million 640	Piedmont -	- 1 million 160
20.110.110	Under Venice.	Toscana, &c.	4 millions 785
Trevilana -	2 millions 584	Suria and Florence -	
Verona-	o millions 480	Marca }	r million ara
Frioul -	1 million 047		
Mantua	o millions 480	Parma -	885
	Under Rome.	Sicilia	
Liouria -	1 million 415	Cypres	r million 601
Romagnia —	r million 085	Candia	
Hetruria	0 millions 540	Corfica	— 1 million 395
Latium-	o millions 480	Sardegna	— 4 millions 089
		and the second	

Containing in all 44 Millions 257 thousand Acres.

GERMANY,

m.	m.
Saxonia 3 millions 484	Bavaria ———— 3 millions 294
Misnia ————— 3 millions 249	Helfatia — 3 millions 6.44
Turnigia 1 million 093	Helvetia — 12 millions 328
Lusatia 2 millions 572	Bafle — o millions 842
	Swebourg

17.12	m.	1		m.
Smehoura		Pomerania	3 million	
Salshourgh	2 millions 109	Brandenbourg	6 million	1S 208
Trier Monte Spiers	i.)	Machalhoura	2 million	IS 107
Strausharah and	4 millions — 237 ————————————————————————————————————	Franconia	6 million 2 million 6 million	ns 361
Chrases	- (4	Tiroll	3 million	IS 249
Inliers	3.18	Carinthia	r millio	on 588
Cleare	258	Stiria	r millio	n 779
Wellphalia	2 millions 300	Palatine Rhene	4 millio	ns 361
Olivab	358	Wirtenborgh		n 223
Silelia	5 millions 706	Embden	1 1111111	-230
Bahemia	7 millions 024	Oldenbourgh -		449
Aultria-	6 millions 121	Lieve		_ 548
Moravia		Cologne		_ 215
C	ontaning in all 95 milli			
	— 10 millions 240 tho		•	
1 / 1/1/1.5		wiaita actes.		
n #	m.			
Ruffin	9 millions 607		W	t _i
Volhimia	5 millions 762			:,
Mallovia	I million 916			<u> </u>
Livonia	9 millions 607 — 5 millions 762 — 1 million 916 — 34 millions 115 — 19 millions 205	21	-	2
Poland —	—— 19 minions 205			1
Heretofor	re named <i>Polonia</i> , conta	aining in all 80 m	nillions 845 m.	i
	DEVI	6 4 D 77		8138
	DENN	MAKK.		
	The Management of the Control of the			
_ , ^	m.	100	* 5	
Denmark	10 millions 426 \\ 28 millions 492		9 9	
Norway	28 millions 492	N - N		
Holjtein ———	1 million 065			Fair St.
			Ţ.	
Containing	in all 40 millions, 320	6 thousand acres:	-	
1	C	100		1
200	3 W E	THEN.	5	j
Cmatho:	_ 57 millions 420000	ocres		
Finland -	- 7 millions (21000	20103.		- 1
Cothia	- 57 millions 430000 a 7 millions 531000 - 20 millions 936000			
			The state of the	
Containin	g in all 85 millions, 89	97000 acres.		
Part of Rullin o	r Muscovia and Situam	under Europe 22	millions cc8 th	nonfand
acres. So that the	e whole Europe or Christ	endom doth but co	ntain 802 millions	74000 FOIRODE
acres, which is not	t the 12 part of the wh	nole Earth	indii ooz iiiiiioiis	74000 EURUPE
•			m.	
Hungary, Dalma	tia, Transylvania, and	all Turky, 285 mil	11. 262	
Mulcovia pars 1	28 millions, 817000 ac	res.	30/	
2 Tartaria	299 millions, 110000			100
) Persia	299 millions, 110000 385 millions, 367000	()_	>	ASIA.
Calicut and East	-India 587 millions, 2	00000 acres.		
Africa container	th 1541 millions, 8830	ooo acres.		AFRICA.
	eth 1152 millions, 40			AMERI-
Nova Hispania	349 millions, 133000	acres.		CA:
71	, ,			

Acre, is

100000

Summa totalis of the inhabited parts of the World, fix Milliars, fix hundred and twenty three Millions, and seventeen thousand Acres of Land, Ut supra.

HE use of this Description, to know the bigness of one Country, compared unto another Country, is for example:

- England containeth 29 measures and odde; Bohemia containing 7 measures and odde, is the fourth part of England or thereabouts.

The 17 Provinces of the Low-Countries, being ten measures and odde, is the third

part of England, or thereabout.

The Monarchy of Great Brittain being 44 measures and odde, is as big as all Italy and the five Islands of Sicilia, Cyprus, Candy, Corfica, and Sardignoa, and is also more populous, and fo for all other Countries: Infomuch that England only, containing 29 of those Measures, or Millions, 568 thossand Acres of ground; if we deduct the 5 One penny an Millions, 568 thousand Acres for wilde and waste grounds and highways, there will remain 24 Millions of Acres, which at one penny an Acre, amounteth to 100000 & pound in Eng- a matter little sensible.

Here may Microcosmos, the little World Man, behold how little the great World is. which is made for him as a Tabernacle, where he hath no abiding place, but Travelleth as a Pilgrim toward the Celestiall habitation, with a thankful mind and remembrance of the mercy of God, who hath been mindful of the Son of Man, and made him lower than the Angels, to Crown him with Glory and Worship, Pfal. 8.

Thus much I thought to demonstrate unto Christian Merchants touching the World. before we intreat of the Commodities, whereby Traffick and Commerce is by them and other Nations maintained; according to the ancient Verse.

Currit Mercator ad Indos, ---- as appeareth in the next Chapter.

CHAP. VII.

Of the Commodities of all Countryes, whereby Commerce is maintained.

Corporia tria Junt genera.

LBEIT that the aforesaid Doctors of the Civil Law have declared that there be but three kind of Bodies of things, namely, Qued continetur uno spiritu, ut Homo, Lapis, &c. Which is contai-

ned of one Spirit, as Man, and a Stone or fuch like.

 Quod ex pluribus inter se, coherentibus constat, vt edificium navis, &c. Which confifteth of many things joyned together, as a Building, a

Ship, &c. Qued ex distantibus constat, at corpora uno nomine subjectazveluti Populus, legio, grex, &c. Which consistesth of distant things, as many Bodies under one name, a People, a Legion, a Flock, and the like. Yet this definition is not complear concerning the Body of Traffick and Commerce, confifting of Body, Soul, and Spirit, namely Commodities,

modities, Money, and Exchange of Money by Bills of Exchange, as aforefaid; which are to be deferibed in order. And because Commodities, like unto the Body, upheld the World at the first by way of Commutation and bartering of them according to necessity and usefullness: Therefore may it be thought convenient to set down in this place the particular Commodities of all Countries, and (of some of them) their values and estimation, by means whereof Traffick and Trade is established and maintained, that thereupon we may proceed accordingly.

Verily in the estate of Innocency all things were common; But alass this Communion of things endured but a while; and now by reason of our naturall corruption and pronencis to wrong one another, there is an absolute necessity of property and severall possession, which is consonant to the Law of God, as well as sounded upon the Law of man, and consent of Nations; it being the voice of secondary Nature, This is my House, This is my Town, and This is my Servant, &c. whereby Meum & Tuum

is dillinguished.

The revocation of this Communion of things is the nerves and bond of humane fociety, and the mother of labour and diligence. Who would till the ground, if he hoped not to tafte of the crop of it? Surely all would be waste and desolate, if men were to plant and build for every body, that is no body. Wee see by experience, that the strongest would deprive others of the use of things, unless the Law did enterpose her authority, which is two fold, namely Paterna & Politica, effected by the Fathers of Families, and Magistrates. And herein is no other equality to be found concerning things but a mutuall voluntary estimation of them according to the use and behoof of the said things. And the proverb is true, That goods held in common are (as it were) no Bodies goods, and not manured as they ought to be. Whereupon Plato in his second Common-wealth (upon better consideration) did revoke his former opinion of the Community of goods, and used to say, That no man was a gainer, but another became a loser, which had an over great regard to the property of goods, and if there were no property of goods, all Traffick would cease.

Nevertheless, the Equality and Equity in the course of Commerce must be observed, to avoid the over-ballancing of Commodities, as in the precedent Chapter is mentioned, which requireth a third consideration of another kind of Equality. For

as we have noted with Aristotle, Riches is either Natural or Artificial.

The Natural Riches, as Lands, Vines, Forrests, Meddows and the like.

The Artificial, as Money, Gold, Silver, Cloth, and all other manufactures and Houshold stuff.

Now as this Artificial Riches is proceeding of the Natural Riches, and that both these do receive their price and estimation from Money; so reason requireth a certain Equality between them which we find to be defective, which is concerning the price of Lands.

To prove our Affertion, we can hardly make their Inequality appear, albeit we do find the want of the Treasure transported from us into the parts beyond the Seas. For it befalleth unto us concerning Moneys and wealth, as it doth to a General of a Camp of ten-thousand supposed Armed Men, whereof muster being taken at severall times and upons severall days, all of them are found to be Armed, because they lend their Armor to each other: Whereas if they were all mustred in a day, and at one instant, a great part of them would be found to want Armor. So the like want of Moneys and Wealth would be found, if Rich Men were examined for their personal estates upon any urgent occasion. And now let us examin the Commodities of all Countries, beginning in the East, and ending in the West.

Of the goodness and value of East-India Commodities.

He Merchants Trade for the East-Indies took beginning in England, in the year 1600; at which time Spices and all other Commodities were bought for the prices hereafter declared; translated out of the Portugal tongue, with my additions and observations concerning the goodness of those Commodities.

Cloves

Cloves, Fuffes.

Cloves growing in the Islands of Moluccos being clean of stalks, by the Portugal called Fusties, were fold for 50 Pardaos the Kintal, or the 100 weight of 112 & correfrondent with our London quintal or hundred, accounting the Pardao or Ducat at 5 ss, is about 27 pence the pound. There is another leaner or drier fort of Cloves called Cravo de Baltao, which is fold for 25 ducats, which the Portugals do mingle many times: The difference is half in half in price, and the Pound at 13; pence.

Mace.

Mace, being of a fair colour and large, which groweth upon the Nutmegs, and is had also in the Island of Bantan, was fold for 74 ducats the hundred, which is 40 pence sterling the Pound.

Nutmegs-

Nutmegs in the faid places were fold for 15 ducats, is 75 fs. the hundred, and the

pound 8 pence sterling.

Ginger.

Ginger being dry, from Calicut, called Belledin, or ash-coloured Ginger, at 9 Ducats the hundred, is 45 \(\beta \). and the pound at five pence or thereabouts.

Their is an inferior fort called Mechino, of 6 Ducats the Quintal. Ginger in conserve, at 13 ! Ducats, is about 7 ! pence the pound.

Cinnamon.

Cinnamon of Zeilan, growing in that Island. was fold at 35 Ducats, and the Cinnamon of Malabar, called De mato, for ten Ducats, whereby the pound of the best is about 19 pence, and the other about 6 pence.

Pepper.

Pepper of Calicut, Malabar, and the Illand of Sumatra, at 10 Ducats the hundred, bought by the baser of 4 Quintals, cometh to 6 pence the pound.

Long Pepper.

Long Pepper was fold at 25 Ducats the hundred, is the pound 15 pence.

Benjoin.

Benjoin de Boninas at 55 Ducats, and the other fort of Caregafan at 48 Ducats is the pound at 2 s. 5 pence, and 2 s. 2 pence, or thereabouts.

Campheir. Indico.

Indico.

Uncertain

trade for Indico.

Campheir of *China* was fold at 40 Ducats, is 10 th, and the pound about 22 d. Indico of the better fort, called Carquez, 40 Ducats, and the common fort of *Ald*-

West Indies

cas 30 Ducats, and the richer fort of Aldcas 70 Ducats the hundred, which is the pound 22 d. 18.d. and 3 s or thereabouts. This rich Indico is as good as that of the Welt-Indies of Guatimalo, and better than Laurea (alias Lahora) coming from the faid West-Indies, whereof there was wont to come another fort, called Indico Campeche, which was an extraction of Log-wood, being over light and frothy without substance, which did swim upon the water, whereby this manner of triall is uncertain, and only the Cowpe must finde the goodness of Indico by the working of it.

Commodities fold by a weight called Man, of 24 th weight.

Silks.

Hina Silk 76 Ducats. Silk in pieces 86 Ducats. Silk of Lancan 40 Ducats. Silk of the Eagle, the best 35, and the common 26 Ducats. Lacre or hard Wax 16 Ducats the Man. Soft Wax 4 Ducats

Hard Wax.

Commodities fold by the Bar of 15 Roves or Arrobas of 28 th.

Wood of China.

THite Sandalo the 20 peces 160 Ducats. Red Sandal wood 50 Ducats. China wood 180 Ducats. Ebony wood 200 Ducats.

Commodities which are fold by the Ounce.

Ambre.

Mbre Greis 13 Ducats is 65 s. Black Ambre 3 Ducats, or 15 s. the Ounce. Musk in Cods at 2 1/2 Ducats, or 12 st. 6 d. the Ounce. Bezar stones are sold according to their bigness more or less.

Musk. Bezar Stones.

Commodities fold by the score of twenty pieces, as Calico Cloath, &c.

Calico Cloth of divers pla-

Alico Cloth of the places following called by feverall names. Canequins fine of Cambaya 60 Ducats, is 3 Ducats, or 15 s. the piece. Canequins ordinary of the same place, 40 Ducats is 10 s. the piece. Teadas 20 Ducats, is 5 s. the piece. Dotins, 25 Ducats, Bancais 10, &c. Cotonias for Friers, 24 Ducats; and ordinary at 20 Ducats. Calico Cloth Dounde, called Jourins fine, 70, and ordinary 45 Ducats.

Calico

Calico Cloth of Canaor, called Beatillas, fine 26 Ducats, and the ordinary 20 Ducats. Pacharins 25, and Berames 30 Ducats.

Calico Cloth of Vengala, of two places, called Cassas fine, 100 Ducats, the ordinary Casias 70 Ducats, Soto pazes 25 Ducats, and Beatillas 100 Ducats.

Chairtares fine 10 Ducats, ordinaries 25, and Cassas of 60 Ducats.

Calico Lawn made of Nettles, 1, broad, and 18 yards long, is of divers forts Calico Lawn. from 60 Ducats to 120, and above.

All kind of Drugs, differing much in goodness, must be bought accordingly; Drugs. as Mirabolanes, called Emblici, Belirici, Citrici, and Indi.

Tamarinds, Calamus Aromaticus, Spicandari, Opium, Cassia, Myrrh inanse, Aloes Cicatrini, and Tutia, Rheubarb, and the like; Lignum Aloes, Saunders,

Borax or Atincal, and many other Commodities.

All which spices and drugs are to be garbled, for the better and wholsom use of man, for as liquid things in nature become foure, fo dry things become bitter in nature. Whereupon the Garblers Office was established and granted first in Eng-land by King Edward the Second, unto some sufficient Persons, at the suit of the Garbleship Pepperers, now called Grocers of London, which is in effect, to separate the good Anno 130. from the bad, or pure things from the impure, putting them up every one accordingly under certain Seals.

Of the Weight, Goodness, and values of Pearles and Pretious Stones.

Earles and Diamonds are bought and fold by the Carrat Weight made for that purpose. For whereas Gold is fold by the Carrat of 24 to an Ounce, ac-Difference counting two Carrats for one Ounce of Silver, whereof 12 Ounces make the pound of Carats Weight Troy. This Carrat Weight for Pearls and Diamonds is far leffer, for the weight 150 Carrats make but one Ounce; fo that one Carrat of Gold Weight weigheth 6 part of a Carrat of diamond Weight, and the like for Pearls, whereof there is a measure for round Pearl made correspondent thereunto, which is also divided into 4 grains, as the Troy Weight is, which grains are of less proportion, of 6 \frac{1}{2} to one, and the divisions of small Weights are made in the and the part, albeit the Troy grains are most comonly used, without this observation.

Diamonds are bought in the East-Indies, by a weight called Mangear or Mangeling, weighing two Tare 3, which 3, of a Carrat, for 4 Tares weigh a Fanan, which India weight

is above 2 Carrats.

Rubies are bought by the Fanan, and rr Fanans make one Mitigal and of them make an Ounce. But of late years, Diamonds, Rubies, and Sa-

phires are bought and fold by the Carrat Weight.

Diamonds the most perfect, called Nayse are sound in the Kingdom of Decan and Narsinga, and the Island of Ziclan, which (as I say) are fold by the Magelin, at so many Pardao's or Ducats of 360 Reis, or 9 Royals of Postugal; but accounting the Fanan at 6 pence, and ten Fanans for the faid Ducar, then the Pardao

is five Shillings sterling.

The Nayfe Diamonds are pointed on both fides, and they do grow upon the flat Diamonds, which are in the superficies of the Bourt of Diamonds, and are impure commonly beaten therefore into powder for the use of the other Diamonds that are cut and polished by the Millne. The flat Diamonds are always valued one third part less in price than the Nayse are, so long as they are uncut; but being cut, are of more or less estimation according to their fashion. Some are fair Triangles others Floure de-Luces, Roses, Hearts, Columes, Demy Crosses, or other fashions of Poly Angles, and proportions serving for the members or parts of the Bodies of things to be made into many Works and Jewels, as the Jewellers will apply the fame, cut with many Fassets or squares. But the thick stones are more certainly known by their Weight, having their Bifallyes compleat either in Tables or Points wanting no corners or due proportion, without spots or fands, burbles, flawes, and veins, which fom-Properties of times (although it be in little stones, maketh them run 3 or 4 days upon the milne. good

fpending

fpending much time and labour to polish them. It it is almost forty years since I did entertain divers milnes and cutters of Diamonds, whereby experience made proof unto me of these things, which are very considerable. For the water of Diamonds is also chiefly seen in the cutting and polishing of Diamonds, some being a yellow water, other greenish, other brownish: but the difference is almost all alike if they be of one rock, that is to say, they are like in the parcels as they sell them. The best waters are whitish, inclining to the blew, which maketh the best illustration and play, as some call it, which sometimes will be found to be admirable in a thin stone, or seables, as Portugals call them: but the sassessmelt be industriously wrought, which in great season of 10 or 12 Carrats maketh them to be Paragons, that is to say, in all perfection, and being Piedas de muestra, or stones of shew, will be sold by estimation,

as the love and fancy of a man will carry the fame.

In time past all Diamonds above 4 Carrats, rough or unrough, were the Kings, in the places were they were found; which is the cause that concerning the values of Diamonds of aboue 4 Carrats cut, no proportion in price is made certain between

Jewellers, but is left to estimation according to the above said properties.

Small Diamonds have some proportionable price, rising and falling accordingly;

which were fet down at *Paris* in *France*, during the reign of the French King *Henry* the fourth, by the Jewellers there, as followeth.

Crowns of 6 B. every Carrat.

Of 2 3-gr. the peice 14 1/2 crowns the Car. Of 10 stones a Car.——5 Rough Dia-Of 9 to a Carrat ---- 5 1 Of 3 Graines 16 1 the Carrat. monds called Of 8 \(\frac{1}{2}\) to a Car.\(---6\)
Of 7 \(\frac{1}{2}\) to a Car.\(-7\) Bruites. Of 4 \(\frac{1}{4}\) Gr.——21 Of 5 Gr.——22 Of $5 \frac{1}{3}$ to a Car.—-8 $\frac{1}{4}$ Of 5 to a Car-8 3 Of 6 Gr.——24 Of 4 1 to a Car. ---- 9 Of 4 to a Car.——9 $\frac{1}{4}$ Of 3 $\frac{1}{2}$ to a Car.—— 9 $\frac{3}{4}$ Of 7 Gr.——26 Of 8G r.————30 Of 9 Gr.———34 Of 3 to a Car. --- 10 1 Of 10 Gr.----40 Of 2 to a Car.——11 Of 2 to a Car.——12 Of 11 Gr.——-45 Of 2 1/4 gr. the piece 12 1/2 Of 16 or 14 Carrats, 60 Of 2 i gr. the piece 13

By this Estimate it appeareth, that a Diamond of 4 Carrats brute or uncut, is set down 60 French crowns, which is 18 & sterling: for it is uncertain what may be Diamonds cut diminished of the Weight by the Workmanship of it, so that in the stones cut and and polished polished there is more certainty; whereof the price was likewise proportionably set down as followeth.

Of : Grain 20 thillings iter.	
Of $\frac{3}{4}$ of a Grain—24	Of 3 ! Grains 16 00
Of one Gr. ————40	Of 3 i Gr 20 00
Of 1 + Gr. 50	Of 3 \(\frac{3}{4}\) Gr.\(24\) \(\circ\)
Of 1 - Gr	Of 4 Gr. or one Carrat 30 00
Of 1 3 Gr. 80	Of one Carrat + 33 00
Of 2 Gr.—100	Of 1 + Carrats 36 00
Of 2 + Gr.————————————————————————————————————	Of 1 3 Carrat40 00
Of 2 i Gr150	Of 2 Carrats 60 00
Of 2 1 Gr 988 00	Of 3 Carrats100 00
Of 2 Gr12 00	Of 4 Carrats—200 0 0
,	

All

All which prices may alter from time to time according to the use of pretious stones, upon accidental causes of the marriages, of Princes and great Personages, to be done proportionably. As if the Diamond of a Carrat should rife twenty in the hundreth, then all the other forts accordingly; and so also in the falling of the price by greater quantities.

Diamonds of yellow water (which give luftre extraordinarily by candle-light) are more in request in Germany and some places in Italy, where the brown Diamonds are also desired. But in England and France they are worth ; part less, which is according to the above faid prifes that Diamonds are now worth with us alfo.) The Diamond of a full Carat being a perfect Table, and yellow, is worth 20 therling.

The pointed Diamonds, which (in regard of their natural proportion, having less wast in the cutting) heretofore sold better cheap then the Table Diamonds.are now

dearer and more esteemed.

About this time of the abovefaid estimation, these Diamonds of the forts following, were bought rough or brute at Lixborn.

Lixborne. -

£6. s. d. Of 10 peices to a Carrat—1000 reis——or 0 12 6 the Carrat.
Of 9 to a Carrat——1200 reis——o 15 0
Of 8 to a Carrat——1400 reis——o 17 6

 Of 8 to a Carrat
 1400 reis
 0 17 6

 Of 7 to a Corrat
 1600 reis
 1 0 0

 Of 6 to a Carrat
 1800 reis
 1 2 6

 Of 5 to a Carrat
 2000 reis
 1 5 0

 Of 4 to a Carrat
 2400 reis
 1 0 0

 Of 3 to a Carrat
 3200 reis
 2 0 0

 Of 2 to a Carrat
 4000 reis
 2 10 0

 Of 1 Carrat nayfe
 6000 reis
 3 15 0

 Of 1 Carrat flat flones
 5000 reis
 3 2 6

The cutting of them was 10 and 12 s for every Carrat in those days.

There is a rule for cut Diamonds above Carrats: to multiply the weight of them A Diamond of within it felf, and then by the price of one Carrat to value the fame, as in the to Carrats is margent appeareth by the faid rule, after 15 the Carrat. Rubies are found for the most part in a river called Pegu, being of the best kind so at 25

and finest, and are called *Nuncuplo*, of a high colour without any spors, and clean, rat, is worth

also the hardest coldest upon the tongue as the Indians say.

They are fold by the Corcia or score, of 20 pieces, by a Weight called Fanan. Rubies, The Rubie of I Fanan for ten Pardaos or Ducats, in 50 ß ster. If they be not perfect, the price must be considered, as in the Island of Zeilan, where great quantities are found of a fleshy colour, esteemed but in value, called by the Indians Manecas, which being mundified by the fire are made Carbuncles. Carbuncles,

There is also found in Pegu, another kind called Spinella with us, and by them Ca-Spinella. ropus, esteemed at half the value of Rubies. And in the like estimation were another kind found in Balassia, and so called, much like unto the colour of a rose.

Balassia.

Saphires in the Island of Zeilan, the hardest are best, and of azure colour.

Saphires. Topasies in the same Island, of colour like beaten Gold, the hardest are best, and Topasies.

were fold for their Weight in Gold in times past.

Turqueses sound in Malabar, being of Turquers colour by the day time, and by Turqueses. night by the light green: they grow upon a black stone, whereof those retaining some little black veins, are the better.

Jacinths (in the Island Zeilan) are tender yellow stones, and have commonly facinths

pimples or burbles in them.

Emeralds or Smaragds being hard and greene stones, (found in the Country of Ba-Emeralds) bylon, and other places of India) were of great estimation before the quantity discovered in the West-Indies, many of them were counterfeit: But by looking on them curiously

curiously towards the light, the counterfeitness appeareth by certain burbles, like as the glass doth; which is not in the true stones, although certain beams appear, which true stones being rubbed on the touchstone, leave the colour of Gold, and the counterfeit, the colour of copper, for they are made of an extraction of copper.

Original of pretious stones.

The ancient Philosophers have determined that Sulphur and Mercury (being the Originals of all metals) are engendred of vapours and exhalations, and the like Origen they afcribe unto all pretious stones: which caused Artists to take the same into their considerations both for the said stones, as also for Gold and Silver, whereof I do intreat more in the Chapter of Mines Royal &c.

All these stones being out of request with us, are to be bought for Russia and

other places, as the buyer findeth cause.

East-India

Pearls of all forts are most found in the West-Indies, which are Occidental, and yet bear the name of Oriental Pearls which come from the East-Indies, and although they have more lustre, they are of brownish colour, and somewhat enclining to the yellow, and therefore of less estimation and price, which at the beginning of our East-India trade as followeth.

```
Aliofar, which is small
                                     Pearl fold by the Ivera,
                                     or Sorts which cometh
                                      from the fishing of Co-
                                      morin, worth
                                     The I Ivera-330 reis
                                     The fecond—-180
The third—-80
```

West-India

And above this Weight there is no proportion observed, but it is meer estimation, as is noted in Diamonds, especially in the West-India Pearls, being of a clearer white water, inclining towards blew, whereof I bought a great quantity of Sir Francis Drake Knight, which he brought from Carthagena, a City of the Island of Santo Domingo, being all unholed and Bruite, of several forts, called Rostillo of 40 fs, the Ounce, half Rostilla of 30 s, Cadenilla of 4 & the Ounce, half Cadenilla 3 & Peararia of 60 and 80 peices in the Ounce 7 th, and half Pedraria of 100 to 110 peices to the Ounce 5 th. Also great unproportioned Pearls called Barocos, according to estimation and goodness, as these prices were made at Paris, and when they are holed or boared and stringed up in our forts, called Entreneto, and put into boxes, then they are sold one with another according to their forts, for 4 or 5 the Ounce: divers flat Pearls serving for buttons, put upon papers are fold by the piece according to their bigness and fairness. 'Seeed Pearl to stamp for Apothecaries at 8 and 10 ß the Ounce. Round Pearls of all forts of this water, valued at Paris as followeth:

Round Pearl

```
      Of \( \frac{1}{4} \) a grain 2 Solz tornis
      2 d \( \frac{1}{2} \)

      Of \( \frac{1}{4} \) Grains 2 \( \frac{1}{2} \)
      2 d \( \frac{1}{2} \)

      Of 1 \( \frac{1}{4} \) Grain 6
      7 d \( \frac{1}{2} \)

      Of 1 \( \frac{1}{2} \) Grain 10
      12 d

      Of 1 \( \frac{1}{4} \) Grain 13 is
      1 5 d \( \frac{1}{2} \)

                                                                                                                                                       Of2 Grains 16-19 d
```

s.	· B.
Of 3 ! Grains —— 70 —— 7	Of 5 Grains —— 120 —— 12
Of 4 Grains Carrat — 80 ——— 8	Of 6 Grains 240 24
Of 4 ! Grains —— 90 —— 9	Of 7 Grains —— 460 —— 46
Of 4! Grains — 100 — 10	Of 8 Grains is 2 Carrats ————————————————————————————————————

Pearls of a Carrat are worth now ten shillings, and the other forts under the same, or above it, accordingly. I had 1600 of a Carrat, which were sold for 9 ß and 900 of two Carrats, sold for 36 shillings, and many sair Pendants, whereof no price can be made in certainty, they must have the due proportion of a pear, and be of excellent water.

Yellow Pearl, is not worth half the price of the East-India brown Pearl, albeit they be a little helped to make them whiter, for the Proverb istrue, Qud natura dedit, nemo tollere potest; but if they be Yellow accidentally, then they will become very

fair by the remedy following.

Take two ounces of white Argall or Tartar, and one ounce of Mercury sublimate, and 1; ounce of Allome, put them together into a clean pipkin or leaded pot, poure upon it the best Aquavitæ you can get, and bind your Pearls into a clean clout, and hang them in the pot, and so let them stand over the fire one houre, not touching any

part of the pot, and they will be fair and white.

If they be great round Pearls they may be scaled, for naturally the Pearl is like unto an Onyon, scalling one upon another. I remember that a Friend of my acquaintance, called Mounsieur Hellman told me many years since, that during the minority of Philip the third, late King of Spain, he shewed unto him two excellent great round Pearls, which he valued at ten thousand Ducats, or three thousand pounds: Which the young Prince took in his hands, saying, Bocado por un Roy (A morsel for a King) and swallowed them down one after another. The Merchant made account to receive Money for his Pearls, but he could not, and was glad within two days after to take his Pearls againe, which by the heate of the stomack were become Yellow; comeing to Antwerp, a certain few undertook to take off the upper scale, and so they were exceeding sair again, but diminished: They were afterwards sold to the great Turk for above two thousand pounds sterling.

Thus much for Oriental and Occidental Pearls, where note that the weight for Pearls in Sevill, is lesser than the weight of Lisborn by eight in the hundreth: The climate in the East is hotter than the West, and their water more saltish, which cau-

feth the diverfity of Colours.

In Scotland are many times found pretty store of Pearls, and the climate being colder, maketh the Colour of them to be dimm, albeit I have seen some very fair, and Pendants also. The small Pearl is also very wholsom in medicinable Potions.

Of the Commodities of Great Brittain.

THE Commodities of Great Brittain, containing the Kingdoms of England England and Scotland and the dominion of Wales, are rich, and Staple wares, and very

abundant, with a continuall increase namely:

Woollen Cloths of all forts, broad and narrow, long and fhort, called and known by the names of feveral Shires, being 250000 Clothes made yearly, befides the new Drapiers of Perpetuanaes, and the like Commodities.

Tinn, wrought and unwrought, above twelve hundred thousand pounds yearly.

Lead transported and used, above eight thousand Fodders every year. Allomes made in abundance, above seven hundreth Tunns yearly.

Copperas made according to the quantity used, some 250 Tunns yearly.

Iron of all forts, fetting 800 Furnaces on work. Iron Ordnance, or cast peices according to occasion made.

Woolls and Woolfels, and Calf skinns in great quantity, and Cony skinns.

Stocking

Stockins of all forts of Silk, Wooll, and Tarnfey, Yearn and Wooll. Buffins, Mocadoes, Grograines, Sattins, Calamancoes, Velvets, Worsteds, Sarges, Fustians, Durance, Tukes, and all other Norwich Wares and Stuffes.

Saffron the best that can be found in any Country.

Glass and Glasses of all forts, Venice Gold, Sea-Cole and Salt. Scots-Cole, Wheat, Barley, and all kind of Grains in both Kingdoms.

Linnen Cloth, and all fronmongers wares, Hides, Tallow, Leather, dreft and undreft, Trayn Oyl, Salmonds, Pilchards, Herrings, Hake, Conger, Red-Herring, Hops, Woad, Butter, Cheefe, Beer, Salt-peter and Gunpowder, Hony and Wax, Alablaster, and many other Stones.

The Commodities of the Kingdom of Ireland, are

Ireland.

Scotland.

Voolles, Felles, Yarn, Furres, Flax, Linnen Cloth, Hides, Tallow, Hemp, Honny, Wax, Herring, Cods, Hake-fifh, Salmonds, Eeles, Ruggs, Mantels, *Irifh* Cloth, Pipestaves, Iron, and Lead, Wheat, and all kind of Grain, Salt-Beef, Butter and Cheefe, and many Manufactures.

The Commodities of the Kingdom of France, are

France.

Ines, Prunes, Canvas, Linnen Cloth, Salt, Velvets, Raw Silk, and divers Stuffes of Silk, Buckrames, Boxes with Combs, Paper, playing Cards, Glass, Grain to dye, Rosen, Wheat, and all kind of Grain Corn.

The Commodities of Spain and Portugal, are

Spain and Portugal.

Wools, Madera, Sugar, Almonds, Wines, Oyls, Anny-feeds, Anchoues, Bayberries, Bariglia, Figgs, Raifons, Train Oyl, Iron, Oranges, Leamons, Sumacke, Saffron, Soape, Cornander, Cork, Licoras, Woad, and the Commodities of the West-Indies, Sugar of Brazill, Fernandebuck Wood, Tobacco, and other Commodities.

The Commodities of Italy, and certain Islands.

Italy.

Tenice Gold, Velvets, Sattins, Cypres, Silks, Cloth of Gold and Silver, Cottones, Fuftians, Wines, Currans, Cloves, Rafhes, Rice, Sarceners, Raw Silk, Alomes and Vitrioll, Glaffes and other Manufactures.

The Commodities of Germany and places adjoyning.

Germany.

WOolls, Argall, Steel, Latin, Copper, Iron, and all kinde of Manufacture made of them: Copperas, Allomes, Lead, Fustians, Paper, Linnen Cloth, Quickfilver, Bell-mettal, Tinn, Renish Wines, and Mather.

The Commodities of East-Land, and thereabouts.

East-Land.

A Shes, Bowstaves, Cables, Canvas, Buff-hides, Flax, Hemp, Hony, Wax, Stockfish, Spruce Iron, Match, Wheat, Rye, Meale, Woolles, Waynscort, Pitch and Tarr, and Linnen Cloth, Cordage and Ropes.

The Commodities of Denmark, and Norway, and Sweden.

Denmark, Norway and Sweden W Heat, Ryc, Woolles, Deales, Clap-boord, Pipe-staves, Masts, Waynscot, Copper, Timber, Fish and Furres, Allomes in some places.

The

The Commodities of Russia.

Allow, Hides, Caveare, abundance of rich Furres, Black Fox, Martins, Sables, Ruffia. and the like: Honey, Wax, Cables, Ropes, and Cordage.

The Commodities of Barbary.

Oat skinns, Almonds, Dates, Ancale, Gumme, Feathers, Salt-peter, Gold plenti- Barbary. I fully: And from Guynea, Hides, Oliphant-teeth and Grain.

The Commodities of the Low-Countrys.

Apestry, Battery work, Steel, Cambricks, Lawnes, Hoppes, Mather, Butter, Low-Coun-Cheefe, Grogromes, Bozatoes, Chamblets, Mocadoes, Brushes, Tape, Linnen trys. Cloth, Pots, Bottles, Wheat, Rye, Salt, Chimney backs, Blades, Horses, Soap, Fish, Herrings, Cods, Ling, and many things, as Diaper, Smalt, Hoops of Iron.

The Commodities of the West-Indies.

Rom the Low-Country beginning the West-India Trade, let us set down the Commodities of it feeing that the States of the united Provinces have made lately a Society of Merchants, bearing date the ninth of June 1621, wherein other Nations may be adventurous, as by their letters patents appeareth; prohibiting all other their Subjects or inhabitants, that they shall not trade from the faid Countrys, Letters Patents nor out or from any other Kingdom and Country whatsoever, unto the Coasts and tener for the Countrys of Africa, from Tropicus Cancri, along to the Cape of Bona Sperenza, neither Trade by the in the Countrys of America, from the South end of Magellanes le Mary, and other States, Ec. straits, to the straits of Anian on every side, Nova Guinea included, upon forseiture of the Ships and goods and all their possessions, within their jurisdiction and command, and arrests of their persons, unless they be of the said Company made and established for the West-India Trade.

Gold and Silver, Čucheneale, Sugars, rich Indico, Donnigo, Ginger, Pearls, Emeraulds, Hides, Campeche or Logwood, Salfaparilla, Tobacco, Canafifula, Cocoswood, Lignum vita, Cottonwooll, Salt, and some other druggs for Physick or dying of Stuffes. And this may fuffice for a declaration of the principal Commodities of most Countrys.

CHAP. VIII.

Of Commutation or Bartring of Commodities.

E have compared Commodities unto the Body of Traffick, which did uphold the World by Commutation and Bartring of Commodities before Money was devised to be Coyned, whereof we are now to intreate. For the Commutation, barter, or truck of Commodities was first effected in specie, by delivering one Commodity for another according to the commodious and behooful use of man; so that one did deliver so many Measures of Corn for so many Measures of Salt, as was agreed upon; another so many pound of Wooll against so many pound of Pepper, Sugar, or other Commodities; another so many pieces of such a Commodity for fuch a Commodity; and so many Hides for one barr of Iron, or so many picces of Silver uncoyned, but weighed and Exchanged, as yet is used in some places of America, Barbary and Guynea, and other Countrys. This may be properly called an Exchange of Commodities, or rather a permutation of Commodities; albeit the Civilians, when there is fcarcity of Gold and Silver in a Country, and when the Commodities in value furmount the Money payed for them, they do call that a Premutation, and deny the fame to be an emption by their distinctions; howfoever, this manner of commutation or barter was made by number, weight and measure of Commodities in kinde: But Moneys being invented and valued by the publick Authority of Princes according to their feverall stamps or coyn, and by common confent made Publica Mensura, or the publick measure to set a price upon every thing. This commutation, barter, or Exchange of Commodities for Commodities, was, and is (fince that time) made according to the rule of Money, whereby every man fetting a price unto his Commodity, doth fell and barter the fame as he can, with a respect of the necessary use or request had of the Commodity, and of the quality and goodness of the same being either corruptible Commodities, or staple wares more durable, whereby all mettals and minerals came into greater estimation, and the purest was most valued and esteemed, even in the very Traffick by commutation when Moneys were not coyned, and Commodities were dispersed by Commerce between Nations by an interchangable courie, fupplying each others occasions and necestities, according to the use of Commodiries.

Commutatio negotiativa. This commutation is called *Negotiativa*, because things are commuted for to sell again by way of negotiation, which is either by selling or delivering Commodities for Commodities in specie, as aforesaid; or by the rule of Money in buying and selling the same at a price agreed or concluded upon between the parties contracting for the same: In the estimation whereof we are to have a due consideration, Thar Riches being Natural and Artificial, and both valued by Money, there is required a certain equality in the said estimation, proceeding of the consideration between this

Natural and Artificial Riches.

And as there is three Temporal things for the behoof of man, namely Food, Houfes, and Apparel: So must we account all things serving thereunto accordingly, and the scarcity or plenty of those things also according to the use of them; Having always a regard and care not to pay too much for the things ferving for the belly, (especially such as in some fort may be spared or forborn) and not to sell too good cheap the things ferving for the back, or in effect to barter them for superfluous things, always admitting civility (which albeit that men account that civil, which is according to the manner of every Country, as the Proverb is, Countreys Fashion Countreys Honour:) Yet reason must rule herein, with a due consideration of Gods good Creatures and gifts, which cannot be done without an undefatigable industry, both in differning the variety of them, and in observing their infinite number and pure creation; in which regard pretious things have their estimation, so that the same civility must be reduced to the good of the Common-wealth, and for the upholding of the fame, living together in Christian Society, giving so far place unto reason, that every man may endeavour himself for the preservation of the weal-publick, and conceive generally, that other Nations (not endued with fo much reason) are always inferiour unto us in that regard, even confidering all men alike in that estate of politick government. Who seeth not then that without any cause of admiration, some men do wonder at the simplicity of Brasilians, West-India, and other Nations, as they of Barbary, or Africa, in giving the good Commodities of their Countreys, yea Gold, Silver, and pretious things, for Beads, Bells, Knives, Looking-Glasses, and such toyes and trifles? when we our felves commit the fame, in giving our staple wares for Tobacco, Oranges, and other corruptible fmoaking things, or superfluous Commodities bought at dear rates, to the lofs of the Common-wealth; whereby commeth an over-ballancing of forein Commodities with our home Commodities, which draweth away our treasure and ready Moneys to the incredible loss and impoverishing of the Realm.

This Commutation negotiativa ought to be the study of Polititians or States-men as a principal matter of State for the Preservation and Augmentation of the wealth of their Common-weal or Monarchies, where they sit to direct the Ship of Traffick, as skilful Pılots observing all Accidents which happen to the three Essential parts of trade and commerce already declared, and to be amplified in our description of this customary Law of Merchants.

This Study confifteth in two points, namely in the confideration of the value of the things commuted or bartered between Country and Country, according to their use; and in the charges of manufacture of those things, and the manufacture of

other things Exchanged for the fame by way of Traffick and Commerce.

Worthy of commendation was the Mayor of Carmarthen Town in Wales, who Thedue com-(perceiving the Spaniards to import Oranges and Lemons, and to fell them continu-mendation of ally for ready Money, and to export the same without buying any of their Country Carmarthen. commodities, being Stable wares, and theirs very corruptible and many times half rotten) caused a Proclamation to be made, That no man (for the space of three days) should buy any Oranges and Lemons: and within that time they were all spoiled, and so the Spaniard went home by Weeping Cross, and afterwards sold his

Oranges better cheap, and bought Commodities for his return.

Touching the price of manufactures, the labour and charges of work-men is to be considered on either side, and what the Commodity may be in the wearing or use thereof, and to what purpose or profit the remainder may be employed. As for example, If filk Lace be imported, after the wearing it is nothing worth: If Venice Gold and Silver be imported, there will remain about the one half in Silver, albeit the same be sold dear unto us; which is very tolerable, if other of our manufactures, or Cloth, be exported for the same, whereby the people are set on worke to maintain a common Society. But when Tobacco is imported, and leaving nothing but fmoke, which is not only bought at dear rates, and doth hinder importation of Bullion or Ryals of Plate; but is also the cause that our home Commodities, as Cloth, Bayes, Perpetuanoes, and Sayes, are fold to loss by the buyers of Tobacco; Hinderances which causeth the price of our Commodities to be abated, and the Realm to lose by Tobacco above forty thousand pounds yearly by this negotiation of Barter: States-men therefore might in this particular, take some course that every man should not make employment in Tobacco in Spain, or beyond the Seas, but that the licensed buyers thereof should make over so much Money by Exchange as were needful for a comtent quantity to be proved by good and true certificate that the same hath been performed accordingly

On the other fide, if Venice Gold and Silver thread, Spangles, and Oes, shall be thought convenient to be made in England; then to procure the Silver in plates cut or uncut to be brought over of the sterling Standard, or so much in Bullion as may make the quantity required) may be thought expedient, in (regard of civil reputation of the Kingdom, we will not prohibit the importation of it by course of Traffick.

But confidering that after wearing the same with reputation, it leaveth almost the one half of his value. There is no pregnant cause to finde so much fault with it, as fome men do. The like confideration is to be had for fuch Manufactures, whereof the very pieces or rags may be used to some purpose, as of Linnen to make white paper, of fishers nets to make brown paper, of skins to make glew, of beer leeze to make Aqua vitæ and the like.

And here we may not omit how Almighty God by his Divine Providence ruleth many times this negotiating commutation, when the harvest of Corn faileth in one Country, and is prosperous in another country, whereby this trade of barter by the rule of Money doth very much augment, and the price of Corn becometh to be much dearer: Albeit the price be reasonable, considering the Farmer may by the cheapness thereof be made unable to pay his rent. And God, who doth every thing for the best, shews unto us how one Nation may have need and occasion to use the help and means

of other Nations, and which is more admirable to be noted, God in the permitting of it, may have some other work in hand to manifest his Glory or to relieve his children by unexpected means; As the fending of the children of Jacob into Egypt for the

Victuals.

want of Corn to maintain themselves, doth demonstrate unto us. The like may be applyed for Wines, Salt and other Commodities for the fuflenance of man, which (although they be corruptible Commodities) may, contrary to our former affertion (by this Accidental or Cafual extremity (be preferred in estimation of the Staple Commodities, which are durable and become valued only by Gold and Silver, which is the cause that Spain and Portugal being subject to have dearth of Corn, do per-Gold and Sil- mit the exportation of Silver and Gold in return of the provenue of it and other viver bartered for Corn and cluals, whereby we find that those Countries, by reason of the West-Indian treasure, being from time to time provided with Silver and Gold Coine, are nevertheless most deflitute of the same, bartring as it were in effect, their Silver and Gold, for Corn and other provisions; and having their Cuntrys stored with meer Copper Moneys. This streasure passeth from them as aif it were conveyed by a channel: and (because of the abundance of their faid Copper Moneys) is not so sensible unto them, as it is unto other Countrys which have not the use of the like Copper Moneys, which is diverse ways to be considered, specially in the time of Wars, when Moneys are called to be the finews thereof, or Nervi Bellorum, which by meer Copper Moneys can never be understood, however necessary (in some measure) for the commutation of petty bargaines and contracts, whereof more hereafter in handling the matter of Moneys.

To make application of this negotiating commutation in the price of Commodities, it is to be proved by diverse ancient Merchants books, that within the age of a man, or seventy years, the priceof foreign Commodities with us is far more risen than the price of our home Commodities; which by way of Antithesis is worthy

of the observation.

Redding colour, and other mingled colour Clothes, did cost 2 the Cloth then. when black Velvets were fold at 10 shilling the yard; and now the said fort of Clothes are fold but for 11 th and 12 th the Cloth, and Velvets at 26 shillings the yard.

Pack Clothes white, at fifty pound the pack of ten peices, Cramofin Velvets at 12 shillings the yard. And now pack Clothes of the same marke, at ninety pound, and a hundreth pound, Cramofin Velvets at thirty shillings the yard.

Wool the Todd of 28 & Weight, at 12 shillings, Black Satin at 5 shillings the

yard; Wool now above 20 shillings, or thereabouts, and Satin 15 shillings.

Calf skins the dozen 5 \(\beta \), Fustians the Bale of 40 \(\beta \) pieces, at 12 \(\mathbb{B} \) the Bale \(\beta \) Calf skins now at 10 B, and Fullians 36 pounds, and Millaine Fustians at 18 and 20

Forrain wares

sayes of Norwick, at 20 15 the piece and upwards: Messing filk 8 15 the pound; risen, 3 to 1. Sayes are about 40 st, and Messina and the like filk above twenty fix shillings. Northern Carleys then 18 B, Spanish Soape 20 B, now 50 B, and Carleys 22 B, Sevil Oyl, the Tunn 12 th, now 35 th, and many times above 40 th.

French Wine at 5 th the Tunn, now 20 th or thereabouts: Long Proines 5 ß, now

15 and 16 ß; Sugar of 6 pence the pound, 41 now and 16 pence.

Malmeseys 5 th the Butt, now 18 th and 20 th; Cotton Wool 4 pence, now 15 d, and divers other Commodities accordingly. So that an Angell would have bought one yard of Velvets, now three Angells or peices of Gold can be exported for the fame. Ten Angells would have bought a Tunn of Clarret Wine in England, which is now fold for above 20 th, and 24 th.

Besides that, our Cloth is better made than in those days, albeit not so good as it might be made; victuall and wages are dearer, and Woad, Mather, Oyl, and

Colours are extreamly risen.

A Merchant might have fent or carried with him one pack of. Clothes, white, broad, or narrow lists, and brought in return one Chest containing nine or ten peices of Velvets: whereas now he cannot bring above three or four peices in return thereof. For a Redding Cloth fold beyond the Seas, he might have returned one Bale of Fustians; whereas now for the value of one Bale of Fustians fold in England,

a Merchant must buy and export three Clothes.

A London mingled Colour Cloth would have bought at Lisborn two Chefts of Sugar; now one Cheft of Sugar will draw two Clothes out of the Realm. So a Kentifh Cloth would have bought at Sevil a tun of Oyl and more; now one tun of Oyl doth countervaile three Clothes and more, and other Commodities accordingly, giveing as it were three to one in specie, for forrein Commodities.

Compare this commutation to the Moneys inhaunced in the Low-Countries; Ger- commutation many, France, and other Countreys (which is the same Money still in specie, for Weight is compared and fineness, and only the valuation is altered) and you shall find, that within the said to Moneys in time of 70 years, an Angel worth ten s. then, is now above 20 s. a French Crown fix shillings, now twelve shillings fix pence, and all other coyns accordingly, or thereabouts: Whereas in England there is no momentary alteration of the Moneys, as hereafter shall be made more apparent. And the like consideration will also be had concerning the Exchanges of Moneys by Bills of Exchanges.

Some men are of opinion, that Selling our home Commodities good cheap maketh a lively trade, augmenteth commerce; and maintaineth all dependants thereupon, by fetting the People on work, imploying Ships, and augmenting the Kings Customs and Impositions: But they never consider two principal points, whereby the wealth

of Kingdoms and Common-weals increaseth or decreaseth: Namely,

If Commodities imported unto us be dearer than in times past, as we have noted, Inconvenienand our home Commodities are not fold proportionably in price, but we will indeavour commodities ftill to Sell good cheap; who feeth not that this bringeth an evident overballancing good cheap. of Commodities in price, which is to be ballanced by the treasure and Moneys of the

Again, if our home Commodities are Sold too good cheap, other Nations can make a trade thereby for other Countryes, and overthrow the trades of feveral Societics of the Realm. We have feen in times past, that the Western Colour Karsies were fould at Norenborough in Germany, to the great loss and hindrance of the then Turky trade. And at this prefent our Suffolk Clothes are fold so good cheap beyond the Seas, at Amsterdam and other places, that they have made a large trade for Russia and Eastland, with our own Commodities, and thereby overthrown our trade, by preoccupying the markets, and ingroffing the Commodities of those Countryes aforehand. From Zexland there is a trade established for Barbary, with the said Cloathes sould unto them, thereby preventing the trade of English Merchants, which yeeldeth them but little profit, and the Commodities which they bring in return (as Hides, Almonds and other things) are better vented beyond the Seas, where our Merchants are forced to transport them, and the Gold which they bring affordeth but little profit: So that to make commerce to be a pastime, is neither beneficial to the Common-wealth, nor to particular persons. The times or seasons of Traffick and Trade are mutable and subject to ac- The times cidents; which is the caufe that at fome one time Commodities are well vented, and and featons of trade are at another time not: The rash fale is not the profitablest. Have not we found of late variable. years, that Cloth was fold in great quantity, and at greater prices, when the Todd of Wooll was fold at 32 and 33s. and Clothes accordingly, than now when Wooll is fold for 18 and 20 s. the revolution of things may alter again, and revive trade; if not procure you to have forrein Commodities better cheap, whereof you have not fo much need as they have of ours. Strive not to underfel others, to the hurt of the Commonwealth, under colour to increase trade: For trade doth not increase when Commodities Causes increase are good cheap, because the cheapness proceeds of the small request, and scarcity of sing trade and Money, which makes the things cheap. Money, which maketh things cheap. So that the contrary augmenteth trade, when there is plenty of Money, and Commodities become dearer being in request.

Concerning the particular barter or truck with Merchants, every mandoth know Particular who dealeth therein, that this is done with fuch dexterity, to make advantage in the barters. price of their Commodities one against the other, that commonly either one or the other findeth himself agrieved: For over-reaching therein is accounted an usuall

A cunnnig

and ordinary practice, and the Commodities thus bartered are plentiful, and not in request; whereby it cometh to pass, that to have good Commodities (which are vendible at all times) there is part given in ready Money, or in Bills payable at short days of payment; whereby many Merchants are over-reach'd, and can have no remedy by Law nor equity. Hence the proverb is derived, Caveat Emptor; for it is a buying and felling, implying an advantage intended by both parties, howfoever they will feem to colour the matter. So that the proverb is not to be understood upon all bargaines Commodities whereby a man becometh a lofer: and he that dealeth in barter must be very circumspect, and the Money given in barter cannot be overset. Whereupon a principal Merchant of London made once a barter in hope to overreach another Merchant, and they both resolving to do their best indeavour therein, agreed to esteem and value their Commodities at a high rate: but withal, the great Merchant would have commutation. the one moiety of the fum they should barter for, in ready Money, and so the more he did overvalue his Commodity (which was Cloth) the more Money was the other to lay out. The bargain came to one thousand pounds sterling; whereupon the party payed five hundred pounds in ready Money Instantly (for all was done in two hours) and delivered himalfo forty half pieces of Lawns, at a certain price the first piece, and in every two or three pieces raifing the price, as the manner is in that kind of Commodity. The great Merchant had overset his Commodity or Clothes fifty upon the hundred, and the other Merchant (that could not overfet his Money) had valued his Lawns at a very high rate, of three for one at the leaft. For all the faid 40 half pieces of Lawns were fold for 120 th, payable at two years day of payment, and by the Cloth there was not lost above 100 the. Hereupon long after, the parties fell at variance the cause was compromitted unto very sufficient Arbitrators, Merchants; and they did approve and confirm the faid Commutation and Barter to be good, for the Commodity was merchantable, and they had endeavoured to try their wits to over-reach each And moreover, they awarded the great Merchant to pay charges, and willed him to remember the old proverb, He that buyeth Lawn before he can fold it, will repent before he hath fold it. But these particular Commutation between man and man are not hurtful to the Common-wealth, unless they be between us and forrein Nations in the plurality of the things commuted between us and them.

A Rule for

To prescribe therefore some kind of rule in Permutations, let us observe, that commutation there is (in effect) three kinds of them, and may be distinguished and said to

be, Discreet, Temperate, and Desperate.

Discreet commutation.

The Discreet is, where (without any compulsion, or of course, one kind of Commodity is either in Specie, or according to the rule of Money, bartered or delivered for another Commodity of another Kingdom; as the bargain was to deliver Sea-Coles of New-Castle into France for Salt, paying the fraight on either side equally between them.

Temperate. commutation.

The Temperate Commutation is, where a Merchant doth expect a convenient time for the felling of his Commodity, according to the Accidents and Occasions offered, and doth not overthrow the Market of others who have the like Commo-

dity to fell, by his rash sale.

Desperate commtation.

The Desperate Commutation is meer opposite unto it, where a man either for want of Discretion, or upon urgent necessity to supply his credit or occasions, selleth or bartereth away his Commodities for forrein Commodities to return homewards. In all which, great Difcretion is to be used, and this ought to be a principal study for Societies and Companies to look unto. Albeit the same is not of such importance as the buying of forrein Commodities at dear rates, when Merchants strive to ingross them upon the arrivall of Ships, as for Corrans it hath happned at Zant and Venice.

CHAP. VI.

Of ordinary Buyings and Sellings of Commodities.

VERY man knoweth, that in the Buying and Selling of Commodities there is an estimation and price demanded and agreed upon between both parties, according to a certain equality in the value of things, permuted by a true reason grounded upon the commodious use of things. So that equality is nothing else but a mutual voluntary estima- Definition of tion of things made in good order and truth, wherein Inequality is not admitted equality. or known. And the Seller is to Sell his Wares according to the common estimation and course, at such time as he shall think convenient, unless it be for victuals or munition, wherein necessity compelleth him to sell for the general good, by the interposition of the Magistrates, by whose Authority he can observe no time, but must sell, taking a reasonable gain for the same: For the estimation is also the greater upon such occasions and accidents, when the felling of a thing is not according to the goodness of the nature of the thing, but rather according to the usefulness of it to mankind: And therein the condition of the thing is to be confidered, which may decay and be subject to corruption in quantity, quality, and substance, or which is not subject thereunto.

Trucit is, that there can be no rule prescribed or taught, how to Buy and Sell, which is lawful and unlawful, or just and unjust, by any wife man whatsoever, because the Children of this age are wiser than the Children of light in their generation and calling. Which is the cause that some Divines having written hereof, do proceed with great moderation, observing that the transferring of Th: Aquinas, things from one owner to another, is effected five manner of ways by private Science, and others.

persons. rions.

First by Donation, which is altogether of free gift, according to the say. Five means to transferthings

ing recorded, Luc. cap. 16. Mutuum date, nibil inde sperantes. 2 By Permutation, Do ut Des, I give because you should give; as the Proverb is,

Si mihi des, tibi do, si nil des, nil tibi reddo: Hoc verbum do, dat nutrit amicitias.

By Emption or Buying of things. By Vendition or Selling of things.

By Actual Mutation, or Mutual giving or lending of Moneys.

And in Buying and Selling of things there are required eleven necessary con- in the Buying ditions: First a consent in the Selling: Secondly a power to Sell, the like in and the selling the Buyer: Thirdly and Fourthly, confent and power: Fifthly and Sixthly, fome of things. conditions on either fide agreeing in the transferring of the thing. Seventhly, that the fame be honeft: Eightly, also Lawful: Ninthly and Tenthly, to be without unreasonable conditions, to Buy and Sell the same again: Eleventhly, that it be an absolute irrevocable bargain. And herein is the Law of Nature to be regarded and observed, Quod tibi fieri non vis, alteri ne feceris, or do as you would be done to. Yet if I have occasion to Buy that which another is about to Buy, it is Lawful and just for me to Buy the same.

But to avoid suspition in Selling justly or unjustly, three things are required. First, to be observed the Buyer to be expert in the Commodities he Buyeth. Secondly, that he be not in the felling. too needy, or constrained to Buy: And Thirdly, that persuasive reasons be omitted, of things

which cause the party to Buy dearer.

The Civilians (affirming that probability to prove the estimation of a thing is sufficient, whether it be more or less worth) do admit that a man may fell dearer unto an expert man, than unto a simple man; and to sell dearer than the thing is worth by common estimation, is adjudged by them to be always unjust: As also to use reasons and inducements to sell wares the dearer; neither is the seller to demand or expect any thing above the price agreed upon : And intreating hereof they make large discourses, which I do omit to handle for the reasons afore-

Buying and felling, fay they, is done two manner of ways, First, that the thing be fo bought, that all power of pretence be avoided, which is giving a thing at a certain price for a thing: Secondly, that the thing fold be as a gift for that price, which in substance may be said to be a plain absolute and lawfull bargain, sold (as we fay) in open market or shop, infomuch that there be not a Curtain to hide the Commodity so bought and fold: Howbeit in all Fairs and Markets in the parts beyond the Seas, a Tradesmans Shop and a Merchants Ware-house is taken to be publick

and open at the appointed times.

Payment by anticipation.

Selling in open market

or thop.

They have also determined, that a feller may not demand a greater price for the forbearance of his payment or fatisfaction of the thing, but he may well diminish the price, if the buyer do satisfie him the sooner, and before the time of payment, by way of anticipation, which nevertheless resteth in his power to accept thereof, or to expect the time. But this is commonly done, not by abating of the price of the Commodity, because Money hath made a certainty of the total summ of the said Commodity; but by allowance or deduction of the interest of the said Money for the time to come and unexpired, according as they make their agreement of the price of interest.

To conclude the premisses touching buying and felling we find, that no man in felling any wares is bound to declare, whether any quantity of the like wares are

to be had or expected when he felleth.

CHAP. X.

Of Suretiship, and Merchants Promises.

A VING entreated of the ordinary buying and felling of Commodities, either for Money to be paid at some days of payment, or for wares to be delivered by way of permutation (wherein many times a third person is interposed, or it doth merely depend upon the parties promise) it may seem convenient to handle the point of Suretiship and

Promifes.

For albeit as the Civilians say, that Nuda pactio obligationem non parit, exceptionem A bare or nate ded covenant bindeth not, but breedeth exceptions: this is to be understood upon Contracts, and where no Sureties have made any promise. But otherwise if any Merchant do pass his word for another, it maketh him liable, as Fide juffor, to perform the same, and the act done before is a sufficient good consideration, and they all agree, that Bona fides inter mercatores est servands, Faith or trust is to bee kept between Merchants, and that also must bee done without quillets

or titles of the Law, to avoid interruption of Traffick, wherein his Suretiship is to be confidered according to the promife: For if it be conditional, if fuch a man do not pay, then the other to pay the fame within a time, or to fave him harmelefs: It is first to be demanded of the Principal, and if he do not pay, then the Surety is to pay it without any course of Law, unless he be ordered by the Court of Merchants to perform the fame, because that thereby he may also the sooner recover the same of the Principal for whom he did give his promise. It is also a custom among Merchants, that if a Merchant be indebted unto another, and thereupon entreateth another Merchant to defire the Creditor to respit him sometime for the payment of it; if then the faid Merchant the Debtor donot pay accordingly at the time, he shall be taken pro confesso, and sentence shall be given by the Merchants Court, for the payment thereof, only upon proof made, that he did will another to crave the faid respit of time for the payment. The like is done by the Common Law of England, by tryal of Juries of 12 men, upon proof made by evidence produced before them, that the Debtor did crave a day of payment, fo that they will thereupon deliver their verdict, and Judgment and Execution may be of course had for the same. But if the promise be not conditional, then is he an absolute Surety, and is to pay the same accordingly, as Merchants of credit

always have done.

A Merchant may also become to the nature of a Surety unawares, or unknown To become a unto him; as befol unto a Friend of mine not many years fince at Frankford in Surety una-Germany, who during the Mart or Fair went into a Merchants Warc-house to conferr of fome business with him; where he found another Merchant of his acquaintance to cheapen some parcel of Silk Wares of the said other Merchant, to whom this man (as it feemed) was unknown. Whereupon the feller of the faid Silk Wares took occasion to ask my Friend whether he were a good man and of credit; and he answered he was. So the bargain was made, and goods were delivered unto the faid Merchant the buyer, to the value of 460 \$\mathbb{Q}\$. for the which he made a Bill obligatory, payable the next Fair following: At which Fair (the party not appearing) demand was made of my Friend to make a payment of the faid 460 th, because the party was absent, and withall some doubt was made of his fufficiency. My Friend had not fo much as remembred that any fuch question was demanded of him, but that the party did put him in mind of it by circumstances, and would be paid of him: He in defence did alleadge it to be Nudum pallum, ex quo nod oritur allio, and so not bound to pay the same, as having had no consideration for it. The opinion of Merchants was demanded, wherein there was great diversity; so that the Civil Law was to determine the same, and by the said Law according to the title de mandato confilit, he was adjudged to pay A caveat for the said 160 th, and to have the Debtors Bill obligatory made over to him, where Merchants, of he could never recover one penny, although he did pay the whole Debt and &c. Damages, for the party became infolent. This may be a good cavear for Merchants and all men; for if he had faid, he is taken or reputed to be a good man of credit, or, I take him to be fo; he had bin cleared by the Law and the custom of Merchants.

Some promifes are confiderable according to reason; as if a man upon a pen-Confiderable alty do promise another not to molest or trouble him; if the other give him promises, cause of offence to break the same, he incurreth not the penalty; and a promise made to do athing, is always understood to be for the first time. So to make a promise that a pawn shall not be alienated,. yet it is held by divers, that the fame may be hipothecated unto another, so the pawn be preserved. Again on the contrary, if a Ship-Wright do promise to build a Ship for a Merchant, and he causeth the same to be done by another, here the promise is broken by the Law; albeit this question is not material, for it is not like that the building of Ships can be done without contracts in writing, and only by bare promifes. And and the like may be faid of the greatest part of all the questions wherewith

the Books of Civilians are fraighted: So that for the Merchants understanding the antient ordinary Customs observed in the course of the said essential parts of Traffick, is plainly to be declared and distinguished from litigious questions.

CHAP. XI.

Of the revolution of Buying and Selling of Commodities by the course of Traffick.

VEN as the whole Commerce and Traffick confifteth of our Land Commodities, and some fishing on the Seas, and of the Commodities of forrein Nations: So from hence followeth, an efficient cause of a kind of revolution in the Buying and Selling of Commodities; because the Commodities of one Country growing rank and abundant, are transported into other Countrys; in whose stead needful Commodities of those Kingdoms are returned thither, which is a neigbourly lending between Kingdoms and Countreys. For, as is noted, God caused Nature to distribute her benefits, or his blessings, to several Climates of divers things found in some places that are not in other places, to make an interchangeable course of the said Commodities, by way of Merchandising.

Sundry means for buying and felling. For ready Money. This Revolution of Trade may be illustrated by the consideration of the several

means whereby the faid Buying and Selling are effected.

The First is Buying with ready Money, which is commonly the best, and with most advantage, for Commodities are sold better cheap: Wherein the knowledg

of the goodness and necessary use is requisite.

For ready Mo. 2 There is also a Buying and Selling of Commodities, payable at some limited ney, and pay-time or times of payment, or partly ready Money, and partly at times: And the able at times difference of price herein is commonly above ten upon the hundreth more or less, as the rate of Moneys at interest are in the places of Commerce, where the said Commodities are fold and bought, and according to the plenty of Money extant, unless the superishable by Corruption, Time, and Accidents; so that the condition, quality, or goodness of the Commodities is much to be respected: Which was the cause that when Commodities did abound at the first, and the wealth of man was described by cattel and other perishable things; all kind of mettal (as being durable) was most esteemed, and the purest mettal taken to be the fittest to make Moneys of, as hereaster shall be

amply declared in our fecond part.

Fy Bills of Exchange.

3 There is another Buying and Selling of Commodities, to be paid by Bills of Exchanges, that is to fay, the Buyer giveth a Bill of Exchange, or many Bills to be paid by Exchange in another place. As for example, one Buyeth 500 pounds worth at London, in Commodities, which are accounted in price as if he had Bought them for ready Money, and doth give unto the Seller of the faid Commodities one or more Bills of Exchanges for Antwerp, Amflerdam, or any other place, to be made according to the price of Exchange, which is made, or ought to be made, according to the value of the Moneys of one Country, and the value of the Moneys of other Countreys, by Weight and finencis, as shall be hereafter declared, and that according to the distance and difference of the time and place, where and when the faid Moneys shall be paied by the

Buyers friend, Factor or Servant: and so the said Bill or Bills of Exchanges are pay-

ed according for the Commodities fo bought.

4 Another Merchant having Money in Banks or the Bankers hands at Amsterdam, By money or any other place where Banks are kept, buyeth fome Commodities in the faid places, payable in and casting up what the same doth amount unto, he goeth to the Banke, and assigneth the feller of the faid Commodities to receive fo much Money there, and the Banke (accepting thereof) giveth him fatisfaction in the payment he maketh unto others, according to the manner of Bankes hereafter declared.

5 Another buyeth some Commodities there, or in any other place beyond the seas, By a Letter and for that purpose he hath a Letter of Attorney, called a Procuration, or a Let- of Credit. ter of Credit, either from his master, or any other here at London or elswhere; who upon his Credit hath promised thereby to pay the value of the said goods in some place beyond the feas, according to a price of Exchange agreed upon between the parties here (and the like is done beyond the seas to be payed here) which is still according to the value of Moneys in both parts, answerable to Weight and fineness by way of Exchange; and the like is done between London and Exceter, Plymouth, Tarmouth, and many other places, upon the very fame uniform Coin, by letters missive between

Merchants here and there.

6 The most usuall buying and selling of Commodities beyond the seas, in the For Eills course of Traffick, is by Bills of Dept, or Obligations, called Bills Obligatory, which Obligatory one Merchant giveth unto another for Commodities bought or sold, which is altogether used by the Merchants Adventurers at Amsterdam, Middleborough, Hamborough, and other places: for when they have fold their Clothes unto other Merchants or others, payable at 4, 6, 8, or more months, they presently transferr and set over these Bills (so received for the payment of their Clothes) unto other Merchants, and take for them other Commodities at fuch prices as they can agree with the feller of them, be it Velvets, Silks, Sattins, Fustians, or any other Wares or Commodities, to make return of the provenue of theirs; and so felling those foreign Commodities here in England, they presently buy more Clothes, and continue a revolution of buying and felling in the course of Traffic and Commerce, being so (in effect) as may be illustrated by example.

Suppose that A. B. the Clothier selleth to C. D. the Merchant one pack of Clothes Example of for the fumm of one hundred pounds payable at fix months, and doth condition therevolution with him to make him a Bill in the name of fuch a man as he shall nominate unto him; in Traffick. A. B. the Clothier buyeth of D. E. the Gentleman so much Wooll as amounteth to one hundred pounds, and doth intend to deliver him the Bill of C. D. the Merchant, in full payment of his Wools, and to cause the same to be made in his (this Gentlemans) name: but D. E. the faid Gentleman caused him to make the Bill payable to E. G. the Mercer, and the Mercer is contented with the like condition to accept thereof; but he caused the same to be made payable to C. D. the Merchant, of whom he buyeth his Velvets and Silks; and so in payment of them he delivered him (by an intermissive time) his own Bill, which he first should have made to the Clothier. And herein you are to note, that in the buying by Bills, it may be made payable to the Clothier, or to the bearer thereof, and so all the parties are bearers thereof, unto whom the same is set over by tradition of it only, which by a retrograde examination will appear; and this is called a Rescounter in payment, used among Merchants beyond the seas, and seemeth strange unto all men that are ignorant of this Custom, and Rescounter by Eills of yet do they perceive a reason for it, and cannot deny the commodiousness thereof.

The common Law of England is directly against this course; for they say there can be no alienation from one man to another of debts, because they are held Choses en Action, and such whereof no property can pass by assignment or alienation... many good Lawyers do wish as well as Merchants, that there were an act of Parliament made for the establishing of the like course in England. By reason whereof, let us in the next Chapters handle this matter more distinctly, and declare the benefits

which the Realm will receive thereby, and all Merchants and others negotiating

for great fumms.

There are other manner of buying and felling of Commodities by Contracts and upon conditions and cafualties, which are to be declared in their proper places, whereunto relation may be had hereafter.

CHAP. XII.

Of the transferring or fetting over of Bills Obligatory, between Merchants and others.

> E have in some measure in the precedent Chapter declared the use and Custom of Merchants beyond the seas, in the transferring or fetting over of Bills Obligatory, or Bills of dept, which they give each to other for the payment of Commodities bought and fold by way of Traffick and Trade, it resteth now to speak thereof

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The manner more amply. For the fincerity of plain dealing hath hitherto been inviolable, in of Bills beyond the Seas, the making of the faid Bills, which every man of credit and reputation giveth of his own hand writing, or made by his fervant, and subscribed by him, without any feal or witness thereunto; and is made payable to such a Merchant or person, or to the Bearer of the Bill, at fuch time or times of payment as is agreed and concluded between the parties, either for Money or Commodities lent or bought, and fo declared in the faid Bill, according to the form hereafter expressed.

This Custom is much practifed by the Merchants Adventurers beyond the seas, at Middleborough, Amsterdam, Antuerp, Hamborough, and other places where they do trade, in manner following as we have noted.

A Merchant having many of these Bills, which he hath received for his Clothes fold unto Drapers, (or other Merchants dwelling in several towns and places) will refort unto a Shop-keeper or another Merchant, commonly accompanied with a Mediator or Broker, to buy a good round quantity of Silk-wares, or any other Commodity (which is ordinarily fold payable at some days of payment, either 4, 6, or more months) and having agreed upon the price of the faid Commodity, or before, he maketh the feller acquainted what payment or fatisfaction he will give him, in Bills to fuch and fuch Persons, amounting to such a sum, either little more or less than the Commodity doth amount unto ;or to take in Commodity fo much as the faid Bills do contain, or do amount unto: and if there be a remainder due for the Commodity, more than the Bills do amount, the same to be pay'd in ready Money, or upon his own Bill, payable at fuch time as they agree between them, which often comes to be a great fum. Hereupon all fuch bills as are of known Perfons are foon accepted of, and of the unknown Persons, either himself that is the seller, or the Broker, will inquire of their sufficiency, and then likewise accept their Bills in payment; and having taken them (which are made payable to the bearer, as we say) the receiver of these Bills goeth to the parties, and demands of them, whether they will willingly pay him those Bills at the time specified therein, according to the manner of Merchants for Commodities (which if within one month after, it is accounted very good payment.) The Debtor answereth that he will

The fetting over of Eills of Debt.

ray his Bill to the bearer thereof accordingly; for if this man will not ride out (as they fay) the time of the payment of the Bills, he may go to another man and buy other Commodities therewith, as if it were with ready Money, the time only confidered: Nay more, if he will have ready Money for these Bills, he may Sell them to other Mer- Selling of Bills chants that are Moneyed men, and abating for the interest for the time, and (common-Obligatory. ly one Moneth over) according to the rate, as they can agree, and as Money is plentiful, they shall have Money at all times to employ in Commodities, or to deliver by Exchange, or to pay Debts withall, or to carry home in specie, or for any other purpose at their pleasure; which is Commodious for young Merchants having small stocks, as also for all men upon all occasions; for it is properly as Money paied by affignation, whereby very great matters are compassed in the trade of Merchandise, the Commodi-General beneties are fooner vented in all places, the Cuflom and impositions of Princes do in- fits by fetting over of Bills of crease, the poor and mechanical People are set on work, men are better assured in Debt, their payments, the counterfeiting of Bills, and differences are prevented; the more Commodities there are Sold the less ready Money is transported, and life is infused into Traffick and Trade for the general good. And herein we fee and may observe, that things which be indeed, and things which are not indeed, but taken to be indeed, may produce all one effect; and every man is enabled with his own meanes and credit, to augment commerce.

This laudable custome (as I said) is not practifed in England; yet sometimes a Merchant stranger will accept of Bills of Debt in payment of Commodities fold with advantage: But then the Bill is made new again, and in the Merchant Strangers name; and this is not without fome danger to him that buyeth the Commodity or A Law Case Merchandise for another mans Bill, as Factors may do for their Matters: For I have observed by good experience, that a Factor in London, having Sold for his Master (a ting over of Merchant of Antwerp) some Commodities to an English Merchant to the value of sc. ven hundred pounds, and taken the Merchants Bills payable at fix Months, and fix Months for it: His Master of Antwerp did appoint him to Buy Bayes for these Bills of another Merchant, which he did performe, and had the value of 700 to delivered unto him in Bayes accordingly, and the Bills were to be altered in the other Merchants name for his Bayes. Shortly after it fell out that the English Merchant became infolvent: But before it was publiquely known, the Factor brought the Bills altered (according to the agreement) in the Baye Merchants name, who did refuse to accept of them, and the faid Factor should pay him. The Bills were tendred with a Scrive-ner according to their agreement, but still were refused. The time of payment being expired, the Baye Merchant did arrest the faid Factor: The matter was tried before the Lord Chief Justice of the Kings Bench by a Nisi prins in London, by a petty Jury of English-men and Strangers: The verdict was found for the Bay Merchant, and the Factor did pay the Money, and had no remedy against his Master. The reason was delivered by the Judge, that the Common-Law in this case requireth a Release or Acquittance for the payment of Bayes to be made to the Factor, otherwise he was still bound by the Law to answer for the said Bayes.

This custom might (with great facility) nevertheless be established in England, To establish and would be very beneficiall to the King and the Common-wealth in general: For this Custom in England. albeit that the strict Rules of the Law demandeth a scaling and delivery of Deeds, and that the Bill cannot conveniently be made payable to the Bearer of it, or be altered in another mans name as abouefaid, neither can it be recovered by a letter of Attorney, which in England is always revocable before the fact: Nevertheless, if there were a Register kept of the palling and transferring of these Bills from man to man, and by an indorfement thereofalfo upon the Bill, it might be donewith eafe, and the Bearer of it should be ackowledged thereby to be a lawful Attorney in Law; and by these means the undecent Plea of Non est factum would be cut off. And, to prevent fraudulent Office of Production dealing, if any Bills should be lost, notice might be given instantly to the Register (which thonotary at at Lixborn and Roan is called a Prothonotary) by means whereof many questiona-Lixborn and ble parcels or payments are made apparant, and the Bills for the most part do remain in

the office at the disposition of the last Assign or Assigns; which is the cause also, that most usually Bills are made for all things bought and sold between parties and Rescounter by parties, whereby many payments are made by Rescounter, as if it were in bank, heret after to be declared; for Merchants to meet, and in a manner jump together in their faid payments. And hereby also may the difficulty (for the taking of an acquittance as aforcfaid) be removed, by entring an acknowledgment of fatisfaction before the faid Register, at the time at the transferring or Registring thereof. I have taken paines to have this to be established here: But hitherto things are not rightly understood, as is to be wished it were, whereby other Nations have still an advantage.

CHAP. XIII.

Of the nature of Bills Obligatory beyond the Seas, and in England.

UCH is the fincerity and Candor Animi amongst Merchants of all Nations beyond the Seas, in the observation of plain dealing concerning the said Bills Obligatory between man and man, that no man dare presume to question his own hand; for if he be stained therewith, he is not only utterly discredited, but also detested of all Merchants: The form of the Bills being as followeth, only Mutatis mutandis.

Form of Bills Obligatory.

A.B. Merchant of Amsterdam do acknowledge by these presents to be truely in-Debted to the honest C. D. English Merchant dwelling at Middleborough, in the fumm of five hundred pounds currant Money for Merchandise, which is for Commodities received of him to my contentment, which fumm of five hundred pound as aforefaid, I do promise to pay unto the said C. D. (or the bringer hereof) within fix Months next after the date of these presents: In witness whereof I have subscribed the fame at Amsterdam the 10 of July 1622, Stilo novo,

A. B.

In the East Countreys, and sometimes in the Low-Countreys they will put a feal to it, and then the word subscribed and scaled goeth together: But there is no mention made of any delivery or deed, for that is understood of course, insomuch, that if for want of payment the Bill be put in fuit, and the party adjourned or cited to make his appearance: The Judge (making no doubt of any fuch matter) will instantly say to him, my Friend, what is the reason that you have not payed this your Bill to C.D? for * Called Apo- to deliver a Writing, or a Bill as an * Escroll (as we say at the Common Law) is uncha or Apolissa known unto all Merchants there, and the bringer of the Bill (called with us the by the Civilibearer of it) shall be admitted to recover the same without any Letter or Atturney, or other Warrant.

Especial notes Bills Obliga-

tory.

The Civil Law, and the Law-Merchant do require, that the Bill shall declare for what the Debt groweth, either for Merchandite, or for Money, or any other lawful confideration. The words Currant Money for Merchandise, is, because that Merchants

for divers respects tollerate commonly the Moneys to go currant at a higher rate in the course of Trassick, than they are valued by publick Authority of Kings and Common-weals: And when the Bill mentioneth Money, it is taken to be Money at depolito or interest; wherein is to be observed, that the interest must be joyned with the principal fumm, without any specification, whereby it may be separated or distinguished, because the Debtor shall not pretend to pay the same at his best opportunity and pleasure; as may (thereupon) be done for Money letten for loane, retaining still the principal in his hands, and paying the interest from time to time, quarterly, or half yearly: For it is lawfull and accustomed, that although one hundred pounds were taken up for one whole year, after the rate of ten upon the hundreth; the Debtor or Taker up of it, may discharge the same at three Months, if he will, paying one hundred and two pounds ten shillings, unless the Bill made for the same be made paiable at a time limited, with a penalty of a fumm of Money, called by the Civilians Pana Canonica, which with us in England is done upon a Bond, with a forfeiture of half or double the fumm of the principal, werewith the interest is also joyned without distinction, which may not exceed the rate of ten upon the hundreth for the year, in the computation whereof, divers things are to be observed, as wee shall declare hereafter.

Now if a Bill made beyond the Seas be done by two, three, or more persons, as having bought a Commodity as partners together, or taken up Moneys together at interest, wherein they bind themselves all as principal Parties or Debtors; yet every man is but bound to pay his part. The like is, if one be bound, and two, or more do Subscription put their hand and feal, and under-write, and feal the faid Bill as principals, yet pay- of Eils Obling their proportionable parts, they shall be cleared by the Civil Law, and the Custom of Merchants: But if they do simply subscribe, and say we are Sureties, then they are all bound for the whole, as if the words we or either of us in folidum were expretled: Which is the cause that in all notatial writings (only used upon questionable matter decided, or to be decided) they do not only bind the parties with these words, but they do also make a declaration of all renuntiations of priviledges, Renunciations, and especially of exceptio divisionis, and then it is one for all. Exceptio ordinis & excussion of priviledges ons, is to meddle with the Sureties before the Principal: Renouncing the Letters and what they of Adrian the Emperour, for the cessions of goods, prolongations of payments, Vintages, or free Marts, all Constitutions, Canons, Priviledges, or Statutes and Acts of Parliament made or to be made, published or enacted; and in these cases the Debtor is always to be bound with the Sureties in all Acts or Instruments made before Notaries. Renouncing also the benefit of Senatus-consultus, or Arrest velle Joan, for the prerogative of women, which upon decease of their husband do claim their portion brought in by them in marriage, or their dower, or any thing elfe that may be alledged or imagined.

In England, Bills Obligatory being made paiable to the party, his Heirs, Executors, Administrators, or Assignes, may conveniently be set over, as aforesaid; because the lawfull affigne shall be of Record, and Registred also upon the Bill, and if there be two or more bound in a Bill, fraudulent dealing will be also better prevented; for by the Common Law, if one do release one of his Debtors (by way of acquittance) Acquittance, that is bound with others unto him, they are released and acquitted thereby, al-to-one-discharthough there were never so little payed of the Debt: Insomuch that a receit for par-geth the rest: cel of the Money received of one of the Debtors, being made in full payment of his part only, doth nevertheless discharge them all, as for example by woeful experience

may be demonstrated.

Three Linnen Drapers of London, bought of a Merchant stranger 40 pieces of fine Hollands Cloth, amounting to 160 \$3, and gave their joynt Bill for the payment of it at 4x Months: One of them became infolent, and being imprisoned, made a composition with the Merchant for eight pounds, and thereupon had a generall accquittance made to him only. Shortly after, the other two Linnen Drapers, being somewhat pressed for the payment, and ingaged for the other, they did plead the other

mans general acquitance, which was but a receit made of the faid eight pound, expressing that it was in full of his part; and nevertheless upon trial in Law, it was adjudged to be a fufficient discharge for them all, in Nature of a general acquitance. These observations at the Common Law, and such like Book Cases as I have put down. I hold to be necessary for Merchants to know, albeit we handle the Law-Merchant in this Treatife, and not matters of the Common Law. If you take be-Bill Obliga- youd the Seas any Bill Obligatory for Money delivered upon two or three lives, tory upon two or for wagers or laies, which are conditional, let the party be put to prove: If or three lives. upon proof of lives, make the Bill payable at a day certain, unless one of the parties were dead: Whereby the party is bound to pay, or else to prove the decade of the one: On the contrary, if you make the Bill to be paied, if they be all alive or living, then must you prove they be living. To conclude, Abundans Cautela non nocet. Finally, if a Bill be thirty years old, and never demanded or questioned, it is void by the Civil Law, and the Law or Custom of Merchants doth not take any knowledge thereof.

CHAP. XIV.

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Of Letters of Credit and Blankes figued.

HE Credit of Merchants is so delicate and tender, that it must be cared for as the apple of a mans eye: Hence it doth proceed that Letters of Credit are had in fuch reputation, that the giver of them will be well advised before he make them; and the party to whom they are directed, will be careful to accomplish them, for it doth concern both their Credits: The givers Credit of the Letters, will be had in question of infufficiency, known to the other that he doth not accomplish them, or he that doth not perform them may be thought to be weak and to want meanes to do the fame. To make Letters of Credit, is properly a Participation of Credit to another, which is performed as followeth. A Merchant doth fend his Friend or his Servant (either within the Land or beyond the Seas) to buy some Commodities, or take up Money for some purpose, and doth deliver unto him an open Letter, directed to another Merchant, requiring him that if his Friend such a one, the Bearer of that Letter (being either his Friend or Servant) have occasion to buy Commodities, or take up Moneys to the value of fo many hundreths, or so many thousand pounds in that place or thereabouts; that he will either procure him the same, or pass his promise, Bill or Bond for it, and he will provide him the Money, or pay him by Exchange, or give him such satisfaction as he shall require: The party to whom the Letter is directed will accordingly do his endeavour and perform the request of the other, and keep the Letter for his assurance or security, and what he doth thereupon undertake, is made apparent by fuch Writings or Evidences as he taketh of the faid Bearer of the Letter, that thereupon he may be well dealt withall accordingly. But if it should fall out, that for some known cause to this party, he doth not accomplish his request contained in the faid Letters of Credit: Then the Bearer of the same keepeth the said Letters, and returneth them unto the giver, without any other proceeding; unless it be in case where this

Definition of Letters of Credit.

party is a Debtor to him that gave the Letters of Credit, and then he must take witnelles of it, and with a Scrivener or Notary make a Protest against him, Protesting to the non-per-recover of him (by all lawful and convenient meanes) all the dammages, charges, and then non-per-formance of interest, which he or any other should sustain thereby, by reason of the nonpersor- 1 etters of mance of the said Letters of Credit, and that in time and place as occasion shall serve; Credit. which Protest is a sufficient meane amongst Merchants, and before any Judges of the Civil Law, to recover the same, upon proof at all times accordingly. But if the party to whom these Letters of Credit were directed do make a reasonable anfwer for his excuse, and requireth the Scrivener to put down the same in the ASt or Instrument of the said Protest; then is the cause considered withall, and the losses and damages may fall upon another: For if the giver of the faid Letters of Credit, were a Debtor to the other that did receive them, to be paied by them, either by Commodities to be bought, or Moneys to be taken up, as aforefaid; then the faid Protest may serve the receiver of the said Letters of Credit to recover his damages of him that gave him the same: Wherein the Magistrates will have a great consideration, as a matter whereby the Commerce is interrupted, which is the cause also that men must be advised on the other side, not to be too rash to affirme the goodness or sufficiency of another mans Estate, or Credit or Reputation whereby a third man becommeth a loser, loss being the greatest hinderer of Traffick and Trade. The Civilians therefore have a Title in their Laws, which is strictly observed, as you shall understand hereafter.

The Signing of Blanks, is also a Custom amongst Merchants, whereby they ftrengthen the Credit of their Factors or Servants in the like occasions, which is a

matter of a great confidence, concerning the easie transferring of Bills already spoken of. For a Merchant fetting his name to Blank Paper, his Factor or Servant hath Great confian ability to wrong his Master many ways. Therefore such as are provident, do refirine that power by certain Covenants or Declarations, and yet the same (being Merchants.) known unto the parties that do make use of the said Blanks) might become scrupulous thereupon to be well dealt withall, howfoever, we see what honest and plain dealing is used amongst Merchants, and what adventures they beare to compass their businesses. A Merchant of Antwerp will send his Servant at Amsterdam to buy him 500 Last of Corn upon advice he hath that Corn is spoiled, or the Harvest faileth in Spain, Portugal, and other places: And because he is uncertain what his Servant can effect, doubting that other men might have the like advice, and prevent him; he delivereth Blank Paper by him subscribed, with order to his said Servant, that he shall upon such an occasion, write his Letter upon the said Paper to such a man, his Factor at Danfick in the East-Countreys, to buy for him the quantity of Corn which he cannot buy at Amsterdam, and shall date the Letter, as if himself had written the same. The Factor of Dansick doth presently perform the Commission given him, and so the business is accomplished. But in this the confidence may be as great, as in the making of Bills Obligatory, and yet the adventure far inferiour thereunto; for upon these Blanks, there is an addition to the name, or a precedence in

words, namely, Your loving Frind, A.B. &c. which is impertinent, and not to be used in Bills of Debt. Herein we may confider a necessity to give Blanks, not only because of the Masters Credit requisite; but also because of the uncertainty in the finding of

the quantity of Corn which was to be bought.

CHAP. XV.

Of Letters of Attorney, or Procurations and Tran-sports, or Conveyances.

of a Letter of Atturney, Ge.

LETTER of Attorney, is an Act publikely done before a Notary or Scrivener, whereby one man giveth Power and Authority of himfelf into another man, by way of Deputation to do, execute, and perform for him any lawful thing, which he himself (being the Confituant) might or may (aswell present, as absent) do, conclude and determin in all causes Civil and Politick; with power also to Substitute one or more persons to do the same under him, in the said first Constituants name; and to Swear in the Soul of him, if cause so require: Albeit the said Letters of Attorney do differ in the manner and form, as well as in the Substance, which must be observed. They are called beyond the Seas Procurations, to Procure or effect that which a man would have commonly in another place, and in matter of Authority for Law Causes, they go one degree further than Letters of Credit, because the Law doth require the same to the end that the Authority or Power of the party Constituted, may publickly appear: Wherein a Letter Missive is not sufficient, as the same is in things concerning the ordinary course of Negotiations and dealings between Merchants, which by the Law-Merchant are of great validity.

Procurations irrevocable.

Procurations generally, or for the most part, contain the word Irrevocable; implying that power given should endure for ever, and so it is taken beyond the Seas. But by the Common-Law the words are used, Pro forma, and a Procuration or Letter of Atturney is revocable at all times, unless it be that the faid Letter of Atturney do contain a Transport of some things which is conveied thereby: 'As if a man do Constitute another for the recovering of certain Moneys for the parties own proper use, without account to be rendered for the same, and the faid party hath recovered the faid Moneys by vertue of it. This Letter of Atturney cannot be revoked to any purpose, the effect being fully performed which was the cause thereof. So beyond the Seas, if you make a Letter of Atturney to a Procurator in Law, to follow a cause for you in Law, although the same be made Irrevocable, yet upon good cause you may revoke the same and, appoint another to sollow the cause: But it is commonly done with leave of the Court where the cause is confisting or depending, and because the Intimations and Citations are to be done at such times as the cause may require, the nomination of some places, as it were to chuse a Domicilium must be done, but the power may be Procurations limited. An Attorney may have Authority to convict a man by Law for the with alimited recovery of Money or Goods, and to proceed to execution by Imprifoning of the Debtor; yet he shall have no power to release him out of Prison, without further Authority; so in receiving of Goods or Money, wherein every man is

A Merchant may also make a Letter of Attorney to a Notary beyond the Seas, and thereby to give him power to make any infinuation, or intimation, or protest, against any other Merchant there, to ferve him in all occasions or occurrences concerning the matter in question. For a Procuration is beyond the Seas of that validity, that the

to use his discretion, as the cause may require.

party who doth the same, and is the Procurator, is taken in Law as absolute as the conftituant, and many fundry proceedings may be used against him accordingly, by Citations, Intimations, Protefls, Recoveries of goods delivered formerly, and recalled back again, or the value thereof upon any Attachments or Sequestrations, which cannot be done against a mans Factor or Servant: Therefore they that have Procurations are to A caveat for be careful of the dispossessing of themselves of any goods, or Moneys received, to be Procurators cleared by the Law, which happeneth commonly of goods taken upon the Seas, or Sequestred in any Harbour, by vertue of a Letter of Attorney or Procuration.

The Civilians intreating of Procurations or Constitutions under Titulus Mandati, The original have well observed, that commandments have their original from Freindship, or out of Mandata.

of authority of office and place, and that the same are diligently to be executed and kept: And hereupon they have also noted divers questions and propositions, Nos igitur

pauca tractabimus ad rem, de qua agitar, pertinentia.

A.B. willed C.D. his Debtor, to pay unto E.F. one hundred pounds which he did owe him. C.D. did not pay the faid Money, but promifed to pay the fame. Queritur whether C. D. hath performed the commission or commandement given him, and revoked? A.B. owning the like fumm to E. F? Herein C.D. hath not performed his commission, which was to pay, and not to promise the payment of the hundreth pounds, and therefore the faid commission might be revoked. And C.D. was not discharged of the Debt, for the matter was entire, and all entire commissions are revocable. Mandatum enim re integra, rovocari potest, & res est integra, & sistipulatio promissione intervenerit cum id non mandauerim. For if C.D. should break or become insolvent, E.F. would come to A.B. his Debtor, to have fatisfaction for the faid Money, and C.D. was not discharged of the Debt owing unto A.B. But if E.F. had taken his promife for payment, then open proof made of it, the case is cleare.

It is a question also, whether a Procuratory having commission to receive Moneys which were owing or lent, and to give an acquittance for the same; and receiving the Money without making an Acquittance, have performed his commission: And the anfwer is, that he hath not performed the same, because he made no Acquittance, as he was willing to do, Aliud est enim confessio, aliud numeratio. Albeit the Acquittance did

not concern the Procurator, but the party who repaied the Money.

Another case they handle at large, Bartholomew did make and constitute Nicholas to be his Procurator or Agent, in the Buying of Commodities, to the value of five thoufand Crowns; and he the Constituant to be answerable for the price and total summ of five thousand Crownes: And withall giving full power and authority unto the faid Nicholas, that his Procuration should be good and available, during the lives of the honest persons Jerome, John, and Angell, of whom the said Constituant had his commission, and that they also together and apart in solidum should be bound for the performance, and himself also. Nicholas the Procurator by the commission of Jerome, John, and Angell, as also of Bartholomew, caused by an instrument (or Act past before a Notary) the faid parties to be named in the contract, and thereby bindeth them unto Titus and Mevius, for the Commodities bought of them to the value or fumm of five thousand Crowns. But Bartholomew is not named in the article whereby the other parties are bound in the covenant; whereupon some would conclude, that for want of form Bartholomew was not bound to the payment, although by commission of the other three he had constituted and made Nicholas to be the Procurator. The rule in In Procuration Law being, Quod una determinatio respiciens plura determinabilia, æqualiter terminare ons the will of debet. And herein is the intention and will of all contractors more to be regarded antis to be re-

than the conceit of words, which caufeth Merchants to be accounted cavillers, and to garded.

lose much of their credit and reputation.

It is also a custome amongst Merchants, that if the Master (knowing that his Procurator hath exceeded his commission) be filent, the same is taken for a consent; the rather because Procurations (commonly running in general words, whereby Factors are directed) do comprehend all things which (of course) are to be done touching

Moneys or payment of Exchanges for Moneys.

The question therefore to know whether a Procurator (having commission to Sch Commodities, or to let them to hire at a price) hath authority to receive the Money or hire, may be thought frivolous: For the Buyer in matter of Sale of Commodities in Market overt, hath no regard to the Procurations or commissions given to the

Seller of the faid Commodities.

The like may be understood in this question following, Whether a Merchant (Selling Cloth unto an Abbot to Cloath his Friers or Monks) shall not be satisfied and payed for his Cloth, although the Abbot did divert and imploy the fame afterwards to another use? For the use is no matter to be regarded by the Merchant, but the payment of his Cloth. If a man Buying Paper for the Printing of a Book, doth not Print the Book, and Selleth the Paper unto another Merchant? That is no cause but he must pay for the Paper, whereof no man ought to make doubt.

Doubts in procurations by whom to be proved, &c.

If a Merchant maketh a Procurator, or by letters giveth credit to negotiate some business with another Merchant; if this Merchant do take exception to the Procuration and letters, and maketh doubt whether the party that brought the same be the right man: The Procurator is not bound to make any further proof; but the party excepting against him is to make good his affertion, and to prove the same by the Law and Custom of Merchants.

Another question is moved, Whether a Merchant that hath commission to receive a fumm of Money, and to pay the fame unto another, and befides to pay the interest due unto the party to whom he payed that Money, is bound to prove what interest he payed, and to whom he payed that interest or use Money: It seemeth Prima fronte, that the Merchant is bound to name the party to whom he payed the use Money; and yet there is doubt made whither he should pay it without he were compelled thereunto as a thing unlawful; and therefore the Commission or Order the Merchant had, is not to be contradicted, but must be allowed without any other proof, for this question is so resolved by the Civilians, and where the proof is not needful, there the nomination of the persons to whom it was payed was to no purpose, according to the rule Qui non tenetur probare, non tenetur nominare.

Commissions bitrators,

It is also worthy the observation, that generally all Civilians do concur in opinion, subject to Ar- that when Merchants by their Letters or Commissions use these or the like words, Let all things be done as shall be thought most expedient or convenient, that the laid Commissions or Directions are to be left to the interpretation of Arbitrators when any question ariseth; which is also in many more questions concerning Merchants, noted in most of their Law Books: Hereof we intend (God willing) to intreat more amply in the next chapter concerning Factors and Servants, and the Commissions given

them, &c.

The ordinary rule of Procurations in things compleat and not effected, is underflood to end with the death of the Master or Merchant that giveth such Procurations, albeit there are many exceptions: For a Procuration may be made to endure after his death, which kind of Procurations the Florentines and other Nations confirm by their last wills and testaments, which nevertheless are to be understood that the state of an heir be not impaired thereby, wherein the Law interpofeth her authority. And for a general rule in all peremptory and absolute Procurations or Commissions, it must be known that the like authority is used to prevent many inconveniences, having a vigilant core that equity be maintained.

And that all Merchants or Procurators for Merchants, are to accomplish the lawful commissions given them, and meanes thereunto being provided, or else to answer the damages which the parties shall receive by the default thereof. Those therefore that without any commission do undertake things which bring losses unto the parties are much to be blamed, and by a fuller measure to answer for the same, or to make by

gaine a recompence for the losles, as occasion serveth.

Some that have written de Constituto have moved questions, Whether it be lawful to take penalties or forseitures, if the Constituant do bind himself to performe or

Procurations to continue

after death,

else to lose a ceriain summ of Money? Others, whether a Commission shall be executed by an ordinary messenger ? Others, whether it be convenient to use the words, Tou shall give him full credit and trust in what he hath undertaken to do? How long the Commissions shall endure, if there be no time limited? And the like questions: Which upon due consideration are easily resolved, and in mine opinion impertinent to trouble Merchants with them. Such only as are material shall be handled in the following Chapter.

CHAP. XVI.

Of Factors and Servants, and Commissions given unto them.

HE difference between a Factor and a Servant confifteth chiefly in this, that a Factor is created by Merchants Letters, and taketh Salary or Provision of Factorage: But a Servant or an Apprentice is by his Master entertained, some receiving wages yearly, and some others without wages. A Factor is bound to answer the loss which hapeneth by overpassing or exceeding his Commission; whereas a Servant is not, but may incurre his Masters displeasure. For albeit that the Spanish proverb is, Quien passa Alteration of the case with Comission, pierde Provision, That he that exceedeth his Commission shall lose his Fact-the case with orage: The case is altered long since by the Custom of Merchants, and now it is, Su bolca lo paga, his purse doth pay for it. Factors therefore must be very careful to follow the Commissions given them, very orderly and punctually: and because Merchants are not able to prescribe every thing so exactly unto their Factors as is convenient, it behooveth them to make good choice of the persons which they do employ, for their welfare dependeth upon Traffick: Otherwise the Factor groweth rich, and the Merchant poore, because his gaine of Factorage is certain, howsoever the success of Merchants employment doth prove. But having a good Factor, which word Good implyeth all and more than an honest Factor, who may be honest, and nevertheless simple in his proceedings, and others also may be wife and not honest. This good Factor therefore may be trusted, and all Commissions given unto him may be ample, Ample Commissions with addition of these words, Dispose, do, and deale therein as if it were your own. And an addition. this being so found, the Factor is to be excused, although it should turn to loss, because it is intended he did it for the best, according to his discretion, which is and ought to be the truest director, making a conscience to see their Masters loss, if they can prevent it; but being limited to the contrary, they can but grieve, when their counfell and advice doth not take place, either in the Selling of Commodities in time, forefeeing a greater loss, or Buying some Commodities deare over-hastily, also in keeping a Commodity without purloining the same; sometimes upon a passionat humor, as a A Passionate Merchant of Amsterdam did of late years, to his Factor in London; for being a lo-Commission, fer by some Spanish Wines, by writing in these words, My will is, That upon the receit of this my Letter, you go to the next Ironmonger and Buy a hammer, and run into the Cellar, and strike out the heads of all the Butts of Wine, and let it run into the Cellars: For feeing the Devil hath eaten the Horse, let him have the Bridle too. The Factor did herein use his discretion, and kept the Wines, which he afterwards Sold to benefit; for he remembred, That losers have leave to speake.

Factors do deale most commonly for divers men, and every man beareth the hazard

a Factor and a

Difference by of their actions. But if a Servant do deal for others by his Masters direction, and they break, the Servant can be no loser, for he is taken to have no other credit but his Masters: Which is the cause that Intimations, Citations, Attachments, and other lawful courses are executed against Servants, and take no place against Factors, unless they have Procurations.

Now let us fet down fuch observations as Factors ought to know.

Observations concerning Factors.

Sold.

F a Factor do Sell at one time unto one man several parcels of Commodities or goods belonging to divers mens Accounts, to be payd jointly in one or more payments, without any distinction made by the Buyer for what parcels he paieth any summ Commodities in part of payment of the faid Debt, Weekly or Monthly as shop-keepers do, then is the faid Factor to make a proportionable distribution of the Moneys so received upon every mans Account, according to the fumm that every mans parcel did amount unto. untill all be payd: And if any loss doth happen, or that all be not payed, the faid loss

is to be distributed upon every mans Account accordingly.

If a Factor do Sell afterwards more goods to the faid man, or any other who is already indebted for other Commodities formerly Bought as aforesaid, be it for his own Account, or other mens Accounts, and in the interim receive some more Moneys in part of payment and Account between them; then is the faid Factor to distribute the faid Moneysas before, untill the faid old and precedent Debt be first payd, unless there were cause of controversy for them, or that the payment were indorsed upon a Bill made for the latter goods fold unto that man: For that Bill may be transferred or fet over unto another man, and so is not he the receiver of that Money, but the other man.

If a Factor do fell goods to another man, payable at time for his own Account, and receiveth the Money for the same at the time of payment, and in the mean time letteth other mens Moneys remaine in that mans hands unpayd, for goods by him formerly fold, this Factor is to be answerable for that Money unto those other men, although he should never recover one peny of it. For he cannot without fraud beare with the nonpayment of other mens Moneys after they be due, and procure the payment of his own

Money, to another mans loss and prejudice.

In like case, if a Factor do Sell unto a man certain goods of another mans Account. either by it self, or amongst other parcels, and this Factor giveth not advice unto the owner or propreitary, of the Sale of the faid goods, but afterwards (having had more dealings with that man in Selling of goods, and receiving of Moneys) this man becommeth infolvent; the Factor is to make good that Debt for the faid goods fo Sold, because he gave no advice to the owner of the Sale of the said at convenient time, even as if he had Sold those goods unto a man contrary to the Commission given unto him; for the falary of Factorage bindeth him hereunto.

If a Factor by order or Commission of a Merchant do Buy Commodities above the price limited unto him by the faid Merchant, or that they be not of that fort, goodness, or kind as he is willed to Buy; this Factor is to keep the same for his own Account, and that the Merchant may disclame the Buying of them. The like he may do if the Factor, having Bought a Commodity according to his Commission, do Ship

the fame for another place than he hath Commission to do.

If a Factor do Sell a Commodity under the price limited unto him, he is to make good the loss or difference of the price, unless he can give a sufficient reason of his so doing: Wherein he is to consider the disposition of the Merchant for whom he deals,

as is before noted.

If a Factor Buy Commodities according to his Commission, and afterward the price of them rifeth, and thereupon fraudulently he ladeth them for another place, contrary to his commission, to take the benefit thereof, in this case the Merchant shall recover dammages against the said Factor by the Custom of Merchants, upon proof made thereof.

If a Factor by the advice of a Merchant do Buy a Commodity for that Merchants Account, with the faid Merchants Money, or by his Credit, and the Factor giveth no advice of it to the faid Merchant, but doth Sell the fame again for his own benefit and gain; the Merchant shall recover this benefit of the said Factor, by the Office of Prior and Confuls, according to the Custom of Merchants, and shall be moreover amerced for his fraud.

If the Factor do Sell another mans Commodity to a man discredited, who cannot usually (as before) Buy Commodities at the ordinary price, as other men, and it falleth out that this man breaketh; the Factor shall pay for the said goods, as shall be thought they were worth; unless he can prove that he was ignorant of the parties weak Estate and Credit, or that he Sold him goods of his own Account also, which argueth plain dealing, or that he had Commission of the other man to deal for him, as if it were for his own proper goods, as hath been declared. And yet in this case he cannot barter Earter. any of the faid Commodities for other Commodities, but he must have express Commission and Order for it from the Merchant; neither can he transferr or set over any Bills Obligatory in nature before declared. For albeit this manner of Commissions Eills of Debt. given to Factors is very large, yet it containeth certain restrictions and limitations, in every Merchants understanding.

If a Factor shall by a false entry in the Custom House, either unawares or of pur-customs, pose, conceal part of the Custom, without consent or privity of the Merchant, wherby the goods become forseit to the Prince; the said Factor shall bear the loss of them, and answer the value thereof unto the Merchant, as they did cost, if it be for goods to be transported; or as they might have bin Sold, if it be for goods to be im-

ported.

If a Factor or Merchant do colour the goods of Merchant strangers, in paying but English Customs (although he did bear the adventure of the Seas for the said goods) he runneth into a Pramunire, and forfeiteth all his goods unto the King, and his Body to perpetual Imprisonment.

If a Factor, by a Letter of advice, or by an Invoice of Commodities which the Merchant fendeth, doth-make a short entry into the Custom House, the goods not entred

shall be lost, but the Factor cannot be charged with the same.

If a Factor make return unto a Merchant for the provenue of his Commodities Prohibited Sold, in prohibited goods which may not be transported, and have no Commission from Commodities. the Merchant to do the same; he shall bear the loss of those goods, if they be seised upon for the King, or taken as forfeited. But if it be upon Commodities to be imported, the Factor is in no fault; howbeit he ought to give advice to the Merchant, what Commodities are forbidden to be imported or exported, according to the pleasure of Princes, which are absolute Governours in their Havens, Harbours, Ports, or Creeks.

If a Factor commit any unlawful act by the direction of the Merchant, be it for Moneys, the transportation of Gold or Silver into the parts beyond the Seas, or otherwise; and if it happen thereupon that the same be taken, the Merchant beareth the loss: And yet the Factor is subject to pay trebble damages by the Law, it it be followed within the year; or may be fined for the fame in the Star-chamber, although it be many years after.

If a Factor do pay Money for a Merchant (without Commission) to another man, it is at his peril to answer for it: And if he deliver another mans Money at interest, and take more than the toleration of the Statute (which is ten in the hundred by the year) whereby the faid Statute against Usury taketh hold of him, and the Money is lost; the faid Factor is to be charged therewith, and to make good the Money unto the Merchant.

If a Factor, having received other mens Goods or Moneys into his custody, be Lost goods. robbed of the faid Goods and Moneys, he is to bear the lofs, and to make good the same unto the Merchant; but not in case where the unmerciful Elements of Fire and Water shall destroy the said Goods or Moneys, or where a Town is sacked or pilled: Which is always to be born by the owner or proprietary of the fame.

Damnified

If a Factor buy a Commodity, which afterward becometh damnified by fome ac-Commodities cident or cafualty, whereby the Merchant (for whose account he bought the same) becometh a loser; that Factor is not to be charged with any part of the loss. But if the Commodities were damnified before, then he is to bear some part of the loss, although it hapned to be known afterwards. A Factor bought for a Merchant of Amsterdam one hundred tuns of Alloms, which came from Civita Vecchia, laden with fome Candia Oyl, whereof fome part spilled upon the said Allom; afterwards the same being mingled together, was sold and transported to Amsterdam, and there sold to the Dyers of Harlem, Amsterdam, and Roterdam; who using the same, found their Cloth stained in divers places; for where the Oyl touched, there the Colour could not take, so that they became great losers, as appeared by divers testimonies. The Factor did thereupon demand reparation of damages of him who had fold him the Allom, and the Merchant did the like of the Factor, for there was above 300 & lost. Whereupon the matter was much debated amongst Merchants both here

The Parecer

and beyond the Seas, and they did deliver their Parecer or opinions in writing, and beof Merchants. ing found that the Factor had knowledge that fome Oyl was spilled upon the Allom, and nevertheless bought the same, he was adjudged by the sentence of Merchants, to pay the one half of the faid loss, and the other half was born between the Dyers and the faid Merchants of Amsterdam: And he that fold the Alloms was cleared and So that in these cases the circumstances and accidents are to be consifully paid. dered.

Loss by Money.

If a Factor do receive Money for other mens Accounts, which are afterward decried or fome loss doth happen by Exchanging the same be it upon Copper Moneys or light Gold taken for Merchandises fold; every man is to bear that loss proportionably according to his fum, and the Factor is to fuftain no damage thereby, unless it were for false Coin by him received, which he is bound to know.

Letters of Credit.

If a Factor be required by a Merchants Letter of Credit, to give Credit unto others. he must look more precisely to observe the same accordingly: Which Letters of Credit are either ample, or restrained to certain conditions and limitation of time, place, persons, sums, and many other circumstances. If they be ample, then is it dangerous for the giver of the faid Letters of Credit, and may also procure a loss to fall upon the Factor; wherein confideration must be had both ways. Suppose A. B. of London writeth his Letter to C. D. of Antwerp in these words; If E.F. of Amsterdam, or any other of my Friends there, draw by Exchange upon you any sums of Money; it may please you to follow his and my Friends order: I will be your warrant for all, and have a care that all Exchange and shall be accomplished orderly. C.D. of Antwerp the Factor, in this case doth accept from time to time many Bills of Exchanges, and paid them accordingly, and taketh up the Money (by the direction of E. F. of Amsterdam) for Spain and other places; and so continueth the fame for a long time, by way of Rechange from one place to another, upon

Rechange.

Letters of Credit.

the faid Credit of A.B. of London. At last this Factor C.D. becometh suspitious, because of this long continuance of Money by Exchange and Rechange, and writeth unto the said A.B. of *London*, to know whether he is contented to continue his former Credit by him given to E.F. of Amsterdam? A.B. continueth the same, but with a li-Limitation of mitation to a certain fum, not knowing what fum of Money the faid C.D. was ingaged for the faid E.F. of Amsterdam, for C.D. gave him no notice of it at that time: Hereupon it falleth out, that E. F. of Amfterdam becometh infolvent, and being much indebted to C.D. the Factor of Antwerp, this Factor requireth his fatisfaction at the hands of A.B. of London, according to the former Letterof Credit. A. B. doth anfwer, that he had restrained and limited the said Credit to a certain sum, which indeed did cut off all former matters, feeing C.D. gave him no notice of the Moneys owing before, and A.B. was only to answer for the Money which was taken up by the fecond Letter of Credit, according to the fum limited; otherwise A. B. had been cleared of all. But if C.D. did continue those Money's by Exchange and Rechange, upon the Credit of A.B. and the Factor (with whom he had correspondence) doth become absolvent, and thereby C.D. the Factor is damnified and payeth the Moneys running by Exchange, or is bound to pay the same, this Factor is to be saved harmless by A. The Efficient B. because he took up, or caused to be took up the said Moneys originally: So that to be regarded his Credit was the efficient cause of it, and the Factor is to be regarded herein in all reason.

If a Factor do accept Bills of Exchanges of a Merchant, with order to Rechange the fame again upon him, or to take it up for Exchange by another place or places, where he the faid Factor shall find it to be for the most benefit of the Merchant: If this Factor take up the fame according to his best skill and knowledge, although it be found contrary to the Merchants intention, the Factor is not to be charged, and the Merchant is to fave him harmless for the principal, with Exchange, Rechange, and all charges of Factoridge.

"If a Factor do make over Money for another mans Account by Exchange unto another man or Merchant, before he hath notice that this Merchant is broken, and the Bills of Exchange are not due; this Factor hath authority to countermand the payment of this Money, although the party upon whom this Bill of Exchange is directed, had accepted the same. And if the said party should pay the same before it was due, he is to repay the same again to the said Factor, as having paid it to his own wrong, contra-

ry to the Custom of Merchants in Exchanges.

If a Factor do fraight a Ship for some voyage to be made going and coming, for Fraighting of a Merchants Account, and by his commission and order, whereof a Charterparty Ships. of fraightment is made by Indenture between him and the Master of the Ship; this Factor is liable for the performance thereof, and to pay the fraight of all things accordingly. But if the Ship be only fraighted outwards, and the Factor ladeth the same with fome goods, then these goods are liable for the fraight, and the Master can demand nothing of the Factor by the Charterparty, but must look to be paid by the party that receiveth the goods, according to the Bill of lading; whereby it is condi-Bills of lading. tioned, that the fraight shall be paid upon receipt of the said goods. And so is it also if a Ship be fraighted to go to divers parts, as it were bound from one place to another. and to be free in the last place of his discharge: For the Master must still have an eve to be fecured by goods, unless there were an express condition made in the Charterparty to the contrary, or that the Ship were fraighted by the great for a certain sum of Money to be paid by an agreement.

If a Factor do fraight a Ship for another man, or for his own account, and when it comes to the place appointed to unlade, there are no goods to relade the fame, or there wanteth Money for the lading thereof; if the Master do not stay out all his days of demourer, agreed upon by the Charterparty of fraightment, and make a Protest against Protest for the party that he was configned unto, to give him his lading within that time, but not lading cometh away before that time be expired, and although he maketh a Protest, for that he is not laden; yet the Factor is to pay him no fraight at all unless for the fraight outwards it were conditioned by the Charterparty. But if the Master do stay out his time, then the Factor is to answer the fraight, although the Master had laden his Ship with Salt for his own account: For if the said Ship had been laden only with Salt by the Merchant which it may be would not pay half the fraight, yet the Factor or Merchant may at their pleasure abandon the same to the Master for his fraight, and the Goods to be Master can demand no more of the Factor by the Charterparty. But if the Master abandoned for the fraight, doth take in Salt, and lades his Ship by his own means, before the days of demourer are expired, and that by some condition made by the Factor, he may claim fraight: Then the Factor is to have the benefit of the Salt in defalcation of the faid fraight.

If a Factor do fraight a Ship for a Merchant, and afterwards the faid Ship is taken to serve the King some sew days, within the time agreed upon for the lading; and hereupon the Merchant disclaimeth the fraighting of the said Ship, albeit the Factor did proceed to lade the same: In this case the Factor shall not bear any loss; but what dammage shall be adjudged to the Master, the Merchant is to save the Factor harmless of it.

If a Factor do hire a Ship by the Moneth for another Merchant, or for his own ac-

count, and ladeth the same being ready to depart; afterwards the King makes a general Embargo or restraint upon all Ships for a time; the Master cannot demand any fraight of the Factor for and during the faid time of arrest: And if the Ship be unladen again, and imployed in the Kings Service, the Factor is free of all agreements or Covenants with the Master.

Money given

If a Factor do receive a fumm of Money of the owners of a Ship, in confideration for fraighting, that he fraighteth the faid Ship for a voyage, promifing to repay the faid Money at the return of the faid voyage: If the faid Factor hath fraighted this Ship for another mans Account, this Merchant is to have the benefit of this Money during the time; and if the Factor conceal the fame, he is to repair the damage thereof, which is to be confidered both for the interest, and adventure of the Seas, for the said owners bear the same: And it is suposed that the Merchant would have assured so much the lefs, or (by employing that Money toward the lading of the Ship) he should difburse so much Money less to make the said voyage; and it may be thought, that in regard of that Money, the fraight is made the greater, whereof the faid owners of the Ship have had a confideration, by disburfing the fame.

Affurance.

If a Factor be required to make assurance for a Merchant upon a Ship or goods laden for a certain voyage, and have Moneys in his hands to pay for the Premio or the price of Assurance; and this Factor doth neglect the same and giveth no notice of it to the Merchant, who might have made affurance in another place, and the faid Ship or goods do perish at the Seas: This Factor is to answer the damage, unless he can give fome sufficient reason for the non performance of the said Order or Commission.

Composition

If a Factor having made affurance upon goods laden, which afterward are taken by made without the enemy, maketh any composition with the Assurers for the same, without Order or Commission for it, he is to answer the whole Assurance to the Merchant. A Merchant caused a Ship to be fraighted and laden with Commodities for Constantinople by a Factor of London, himself dwelling at Antwerp, and being a Subject to the King of Spain in the late Wars, caused 2000 to be Assured at London upon the said goods; the Ship and goods was taken by the Gallies of Sicily, and brought to Palermo, where it was proved that the goods did appertain to the King of Spain his Subjects, but that there was 2000 & Assured at London by English Merchants, their Enemies in those dayes; pretending thereupon to take the faid goods for forfeited, or so much of them as should amount to the summ so Assured. Hereupon the Assurers, having intimation from the Factor of it, defired to make some composition, to avoid that danger, whereby the goods also might be sooner cleared, and the possession obtained for the owner and proprietary thereof, which was the Merchant of Antwerp, wherein expedition was required. The Factor, in regard of the faid expedition, did not flay to receive an answer from the Merchant what he should do, but maketh a composition with the Asfurers, for 60 ff for the 100 ff to be payd inftantly. The goods were afterwards all recovered, whereof so much as had bin Assured, was formerly relinquished unto the Asfurers, for the Merchant would not condescend to make any composition with the Asfurers. So that the Factor did bear the adventure to lose 2000 to for some 1200 to, which he had received, if the goods had not been recovered: And therefore the faid Factor took to himself the benefit of this composition, by the advice of the experienced Merchants.

Accounts

If a Factor by error of Account do wrong unto a Merchant, he is to amend and make good the same, not only for the principal, but also with the interest for the time. So on the contrary, if a Factor for his own wrong have forgotten to charge the Merchants Account with some parcels payd out for him, or made over by Exchange; the Merchant is to answer for it with interest for the time. In these precedent observations are comprised all other cases of differences which may happen between Factors and Merchants.

CHAP. XVII.

Of the begining of Sea Laws.

A V I N G in the former Chapters methodically intreated (as also in this hitherto) of the matters therein intended; nevertheless according to the Contents of them, the matter being of feveral natures, runneth promiscuously, but in the end will perform the work. For as the roundness of the Globe of the World is compounded of the Waters and the Earth; so this worke of the Law Merchant cannot be compleat without the Sea Laws, fo called (Laws) because they are written and known: For without Navigation, Commerce is of small moment, so that the Land

affaires shall be intermixed with Sea-faring matters accordingly.

Some do attribute the first making of Sea Laws to the *Phanicians* and *Carthaginians*, because *Pliny* doth ascribe the Art of Sailing unto them. But by the most antient Records the beginning must be from the inhabitants of the Island of *Rhodes*, feituated within the Mediterranian Sea, who were most samous for Shipping and Sailing, (as Strabo hath written) and surpassing all Nations in the knowledge of equity in maritime causes: And the Mediterranian Sea was for above one thoufand years only ruled by their Law, called the *Rhodian* Law, although augmented with fome additions by the *Romans*. At last (as some have recorded) when all forts of Laws by the eversion and lacerating of the *Roman* Empire were in a man-Rhodian Law ner Buried, the Rulers of Rome in the year 1075 made new Sea Laws and Statutes, and so did every cheif Sea-saring Town upon the said Mediterranian coast, adding thereunto other Ordinances. So did they of Marseilles in the year 1162; Gennoa in the year 1186; they of Peloponessius called Morea, in the year 1200: The Venetians in the year 1262; Constantine 1270; James King of Arragon the said yeare; Peter King of Arragon 1340; and they of Barselona 1434: Which Laws are are collected and extant unto this day. But on the great Ocean Seas the first Laws were made by the inhabitants of the Island of Oleron, scituated on the Sea Coast of France near S. Martin de Rea, against the River of Char-The Law of ante, which was called Le Roll d'Oleron: By which the controversies on that Oleron. Coast were determined, and the said Laws were afterwards dispersed and brought in use in England and the Low-Countreys: Whereupon divers Statutes both in England and Scotland have been inacted for Sea-saring business; and in like manner divers ordicances in the Low-Countreys, especially since their Fishing trade began.

Edward the third King of England, caused with the advice of divers men of knowledge and experience in martime causes; divers Articles to be set down, and these were involled and obeyed for the government of the Admiral Court, Admiralty And the French King John made his Contracts with King Edward accordingly, France. concerning the Fishing trade, as by the Records extant in the Tower of London

(where I have feen them) may appear.

Francis the French King, and Henry the third of France, have made some Statute-Laws concerning the Courts of Admiralty; but the substance of all doth concurre and agree with the Laws of Oleron, whereof we shall intreat more hereafter.

Frederick the second, King of Denmark, at a Parliament holden at Coppenhaven in the year 1561, hath abridged, as also set down certain Acts or Statutes for the

ruling of Sea matters, but for the most part agreeing also with the said Laws of Oleron, which you shall finde in this Treatise set down upon every occasion offered unto me, to make Application of them in the Chapters following.

CHAP. XVIII.

Of the manner of Proceeding's in Sea-faring Caufes.

LL controversies and differences of Sea-faring Actions or maritime caufes ought to be decided according to the Sea Laws, which took their beginning from Customs and Observations; and from them is the interpretation of the faid Law to be taken. And if any Case shall fall out that was not known before, neither written down and authorifed as a Law, then the same is to be determined by the Judge, with the opinion of men of experience and knowledge in the faid Sea-faring Caufes. And herein is all convenient expedition required, that the matter may be summarily and briefly determined, especially in Cases of Shipwrack, wherein delayes or protractions in Law is a to vex fuch afflicted perfons.

Therefore to prevent Appellations, present execution and restitution of goods is used in causes of spoil, upon caution first found by the spoiled, to satisfie the condemnation to the Judge, if there be just cause found of Appellation: And to this end also it is permitted, that witnesses of the same Ship may be examined, although the adverse party be not called thereunto, Merchants and Mariners Sailing together in one Ship may beare witness each to other, and Mariners against the Master, when they are free and out of his command.

The Plantif is to finde Sureties to pay costs and damages if he do fail in his proof: and the Defendant is to put in caution to fatisfie the sentence, Judicium cisti, & Judi-

catum solvi.

If the Defendant doth standout, or commit a contempt by not appearing to defend himself or Ship, or things challenged; the Judge of the Admiralty may (after four defaults entred) deliver the possession of the said Ship, or any other thing, or part thereof, to the Plaintif, putting in Sureties for one year and a day; and if the party appear not within that time, then the property is finally adjudged to the Plaintif. And if he do appeare within the time, offering to pay the expences, and putting in caution to obey and perform the definitive sentence he shall be admitted. But his Caution or Difference be- Sureties are liable absolutely for all from the beginning, and cannot be discharged, as the Bail may be at Common Law, bringing in the party at convenient time. Sumon in the Admiralty, and mons and Citation are not needful, where the Ship or goods in question are forthcomeminalty, and mons and Citation are not needful, where the Ship or goods in question are forthcomeing, but may be done in the same places where it lieth, or goods are found.

If any man be arrested or troubled for the like matters, he is presently to be discharged upon Sureties, and especially Mariners, because they shall not be hindered of their voyage: Which he may do with so much goods, or the value thereof, as he hath on Shipboard, at the Judges discretion: Because otherwise Trassick and Commerce is hindred.

Witnesses in caufes Mari-

tween caution in the Adof England.

CHAP. XIX.

Of Buying and Selling of Commodities by Contract.

HE Buying and Selling of Commodities by Contracts may be distinguished three manner of ways, namely, Regal, Notarial, and

The Regal Contracts are made between Kings and Princes, and Regal Con-Merchants, which caused the Kings of Portugal to be called Royal tracts called For whereas the Venetians had the trade for Spices and other Commo-ans foleman dities of the East-Indies; the Portugals upon the discovery of those parts by Navigation did bereave the Venetians of that trade, as by the revolution of time, other Nations have almost compassed that trade of Spices; and taken the same from the Portugals. The Kings of Portugal had alwayes the one moity of the Pepper by way of Contract, and for that they would Contract again with the Germans, or other principal Merchants of other Nations and of their own, to deliver the same upon a price agreed, upon the arrival of the Carrackes at Likborn, according unto which it was Sold again with reputation to other Merchants, and dispersed into divers Countreys; and fo was it also done for Cloves and Mace, and sometimes for Indico, and the payments were made by affignation in the Banks of Madrill, Lyons, and Bizanzon, and sometimes at Florence and other places: Hereupon was the Contraction house at Lixborn erected and named accordingly, where the faid Spices and Commodities are Bought and Sold again.

Such are the Contracts which the King of Spain doth make with Merchants for the provision of Corn for his Towns in Africa upon the Coasts of Barbary, as Ceuta, Mosegam, Tanger, and other places, the payment whereof hath been made again by Pepper, upon some especial Contract, and the Merchants have thereupon also made, other Contracts with Merchants of the Low-Countreys to deliver them that Pepper at Amsterdam, and to take Corn in payment. But the case is since altered by the

Incorporating of the East-India Trade.

Such were the Contracts made by the French King Henry the third, with the great, Merchants of Italy, called Le graund Party, for Salt, which they by authority did ingross for the King, and brought also from other Countreys by sole permission, causing every houshold in all France to make a proportion yearly, or to pay for it, whether they had occasion to use it or not; which was an Italian invention, and for this they paid by Contract unto the King 600000 pound sterling (being two millions of French Crowns) yearly.

Such were the Contracts which Queen Elizabeth of blessed memory made with Merchants of London for the provision of Victuals and Apparel for the Souldiours in Ireland, during the late Wars with the Earl of Tyron, which did amount to very great fums of Money; infomuch that the several Contracts for Apparel came to ninety thousand suits of Apparel, as I have seen by the Records and accounts extant in his Majestys Court of Exchequer.

All these and such like Contracts are made by Commissions granted for that purpose to some great Officers of the Kingdom, who have thereby authority to Contract for the same with Merchants and others.

Notarial Contracts have partly dependance upon the same; for when those Mer- Notarial Conchants which have Contracted with Kings or Princes, are to provide suddenly those Publick.

things which they have contracted for, or to dispose of the Commodities which they have bought or ingroffed into their hands: Then they deal with other Merchants either to provide them of fuch Commodities, or to fell them fuch as they have bought. And these Contracts are made by publick Acts or Instruments before Notaries, to the end that all things agreed upon on either fide may be duely accomplished. And in thefe great Contracts beyond the Seas, the paiments are (the most part for great sums) made in Banks also, because of the commodiousness of it, as you shall note hereafter. Besides this, many Merchants do make Contracts, and pass them likewise before Notaries or Scriveners, because that things Contracted for many require time to effect them. As for example, a Merchant Adventurer felleth unto a Merchant of Middleborough two or three hundred Clothes of known marks (whereby the goodness is also known) at a certain price, the pack of ten Clothes, to be delivered at Middleborough from time to time, during the space of fix Months, and the Middleborough Merchant doth agree, that for the paiment of these Clothes he will send to the Merchant Adventurer Linnen Cloth, and divers other Commodities to be fold in London, to pay himself as aforesaid; which Commodities are also sent from time to time, within the compass of the said time of six Months, and the reckoning between them shall run accordingly. Hereupon a Contract is made in writing before a Notary publick, and Conditions of therein divers conditions are to be specified and observed. First it is agreed, that concerning the price of the Clothes fold, amounting to such a sum sterling Money, called lawful Money of England, there shall be given for every twenty shillings or pound sterling, so many shillings and pence as they shall agree, according to the price of Exchange amongst Merchants, and these are shillings and pence Flemish Money, whereof there is 35, or 36 shillings, or 35 shillings and fix pence, or 36 shillings and 8 pence given or allowed in account between them for twenty shillings sterling, and so after the rate for fo many hundred pounds or thousand pounds as the Clothes may amount Secondly it is agreed, that the Merchant Adventurer thall bear the Adventure of his Clothes, and deliver them upon his Adventure, charge, and danger of the Seas, with all cafualties, unto the Middleborough Merchant, within the Town or Warehouse of the Merchant there: And likewise that the Middleborough Merchant shall bear the Adventure of his Linnen Cloth, and other Commodities, answer the Kings Customs, and all other charges incident upon the said Commodities, until they be freely taken up into the Merchant Adventurers Ware-house here. Thirdly, it is agreed between them (these forrein Commodities being sold paiable at times of paiment) that if any bad debts should be made thereby, either the Middleborough Merchant is to bear the loss thereof, or else the Merchant Adventurer doth take the hazard and Adventure of it upon him, for the confideration or allowance of double Factorage, or two upon the hundred. Fourthly it is agreed between them, that if the paiment of the Commodities of the Middleborough Merchant be not made within the time of fix Moneths, according as the Clothes were fold; then the Merchant Adventurer is to have allowance for the Money by him not received within the time, after the rate of ten upon the hundred for the year. Lastly, (because the Merchant Adventurer takes pains in the selling of the Merchandise and Commodities of the Middlebo ough Merchant to pay himself) it is also agreed upon, that the Merchant Adventurer shall have allowance of Factorage for it, after the rate of two pro Cent. which he should have given to another Factor to sell the same for him. This is the substance of a Merchants Contract, wherein it seemethall things have been well considered and agreed upon; yet the principal matter for good and fure dealing is omitted, which is not only to covenant that the Middleborough Merchant shall send him good and Merchantable Wares or Commodities to make Money of, or to fell to good Customers that will make him good paiment; but especially, that the Merchant Adventurer shall not be compelled to fend him more Clothes that the value of the Commodities received shall amount unto from time to time. And further, if he do not fend him within the time the quantity of Commodities requisit to pay himself for so many Clothes; the said Middleborough Merchant shall pay him the damages sustained by the employment of his Money in

a Merchants Contract.

Defective Contracts.

Clothes, or a certain fum of Money agreed upon between them for non-performance thereof.

In like manner a London Merchant doth Contract with a Merchant stranger here, and Buyeth of him a certain Commodity, whereof the goodness is commoly known by the mark, or otherwise by the Fabrick or making; as Velvets, Sattin, Silks, Fuflians, or other Commodities to be here delivered unto him by fuch a day, or within fo many Moneths, at the price agreed upon between them, with the manner of payment, and other conditions agreed also. Hereupon likewise passeth a Notarial Contract, which is performed accordingly. But put the case that the price of the said Velvets and Silks by some accident or occasion doth fall, and the London Merchant doth repent him of his Bargain and Contract, and now fome of the faid forrein Commodities are come from beyond the Seas, and arrived within the River of Thames, whereupon the Merchant stranget giveth notice unto him of it, and the London Merchant seemeth unwilling to receive the faid Commodities, and is constrained either by a Scrivener or Witness to offer unto him the said Commodities according to their Contract. Here Tendering of note that this offer or tender formade is of no validity or force in Law; for until the Commodities Sold by Con-Kings Custom is paid for the said goods, and that you have received them into your tracts, power or cultody, you can make no lawful offer of them. Moreover, if you have paid the Kings Custom for them, and have them in your custody and power, and do make tender of them before the time, yet the Law is not fatisfied herein, but you must tender them also upon the last day of the delivery, because the damages to be given unto you by Law must take a certain ground from the limitation of time, and not upon casualties; for it might fall out, that the price of the said Commodities should rise within that time, and you might Sell them for a greater gain, and by that time of the last day of your delivery they might be fallen again in price, and you might have provided another parcel for the same; so that both by the Common Law and the Law Merchant you are to make your tender upon the very day by a Scrivener or with competent Witness, whereof I have seen sufficient trial in Law. And according to these two examples, you may judge and consider of all other the like Contracts we call Notarial.

Verbal Contracts are made between party and party, or by means of Brokers or Verbal Con-Mediators, and that only by word without writing. Such are the dayly Buying and tracks called Selling of Commodities, either for ready Money, or payable at some dayes of payment; privat. wherein the meditation of a Broker is most necessary. For as it would be troublesom to use Scriveners in every bargain, so is it commodious to use the means of Brokers; the Commodities are not only Bought and Sold with more credit and reputation, but all controversies which do arise by misadventure or otherwise are sooner determined. and a Sworn Broker is taken as a double Witness, if he do produce his Book, with a Memorandum of the bargain, as the fame was agreed between both parties. By which many Variances are reconciled, and Differences (like to fall out) are pre-

I had almost forgotten the most memorable Contracts that ever were, whereby the The most be-Philosophers Elixar or Stone is found, turning Lead, Paper, and Ink into Gold and neficial Con-Silver; which is the Contract of Popes for the Crusados or Bulls, whereof there are certain Contractors, who for a certain fum of Money yearly to be paid, do receive authority to disperse the said Pardons or Bulls into the West-Indies, Peru, Nova Hispagnia, and all those quarters of the World, and every reasonable Soul must have one of them yearly. And that this is the most beneficial Contract, I prove

In the year 1591, Pope Sixtus Quintus caused two Ships to be laden out of Spain for the West-Indies as aforesaid, with some 100 Butts of Sack, 1400 little Chests, containing each of them three ordinary small Barrels of Quick-silver, weighing 50 fg the piece, to refine the Silver withal in the faid Indies; and moreover, a great number of packs of the faid Printed Bulls or Pardons granted at that time, to make provision against the Hereticks; forsomuch that the great Armado in year 1588 had so

much exhausted the Treasure of Spain. These two Ships were met withal at Sea by

Captain White, who was laden and bound for Barbary, and brought into England by him, where the Commodities were Sold; but the Popes Merchaudife (being out of request) remained a long time in ware-houses, at the disposing of Queen Elizabeth; until at last, at the earnest request of her Physitian Doctor Lopez, the gave all the said great quantity of Bulls unto him, amounting to many thousands in number. Courtly Merchant, falling in communication with an Italian Knight who had been a Merchant, did conclude with the faid Knight to make a partable Voyage Letween them, and to fend those Bulls into the West-Indies; and accordingly a Ship was fraighted and laden with the faid Bulls and some other Commodities, and did perform the faid Voyage to the Indies. But no fooner arrived, the Popes Contractor for that Commodity did seise upon all the said Bulls, and caused an information to be given against them, that they were infected, having been taken by Heretiques. It was alledged that they were miraculously faved, but lost they were and confiscated, and so Cove-The Pope his tousness was well rewarded. But running to prove this beneficial Contract, I was Merchandize, at the time of the taking of the faid Bulls, willed by Authority, to make and estimate what the lading of these two Ships might cost, and what they might have been worth in the West-Indies, according to the rate of every Bull, taxed at two Royals of plate, and fome four, and fome eight Royals, according to their limitation, every one being but one sheet of Paper. And by one computation the lading did not cost fifty thousand pounds, and would have yielded above fix hundred thousand pounds. For these Contracts are fervent and full of devotion, containing also a commandment. That their beds should be Sold, rather than any one should be without a Bull; for the

> Now before we entreat of extravagant Contracts in the Buying and Selling of Commodities in fome places, it will not be impertinent to note the observations and opinions of Civilians concerning Merchants Contracts, which have they diffinguished to be folmn, publick, or private, as in the Marginal Notes is before declared, to the end all Controversies may be avoided in the said Merchants Contracts

fafety of the Soul was to be preferred before the health and ease of the Body.

The Civilians writing de Contractibus Mercatorum, or of Merchants Contracts, make Contracts are many distinctions; but the conditions agreed upon between them are chiefly confiderable, and to be well declared, to avoid ambiguity and constructions, and reciprocal things to be performed on both fides, which bindeth them better. So that if a Contract be broken, whereby the one party is Damnified for the want of his Money or Goods not delivered, whereby he can make no benefit, and is hindred in his trade by Lucrum cessans, or the getting; the other party may justly demand recompence for the same, especially if he be a Merchant: Otherwise some Civilians make the same questionable, as Fisher-men Fowlers, and Hunters, which (fay they) cannot demand any loss for want of their own, because by their protessions they are uncertain, whether they shall catch or take any thing by their art. Nevertheless the Merchants Court hath an especial care to perform well with Fisher-men, and that with all expedition of justice they may be dispatched to follow their trade, withoutany intermission of time.

This damage sustained by Merchants or others, for the non-performace of Contract, cannot be demanded by a continuance of time running Ad infinitum, during the matter in question, but must be demanded according to the first damage received, as the party can ducly prove the same, either by Witnesses or upon his Oath,

as the cause may require.

Therefore when Merchants are contending in many Courts of Equity or Law, where they are delayed for many years in continual fuit, at their great charges; then it tendeth to the interputation of Trade and Commerce in general, and the overthrow of parties in particular; whereof the Law of Merchants hath a fingular care to provide for, and therefore doth many times (though not without danger) admit the proof to be made upon the parties Oath, if Witnesses be absent.

The penalties and forfeitures upon any Contract limited and expressed, be it Nomion Contracts. ne pane or otherwise, are therefore much to be considered of in Equity to make them

Merchants to be plain.

Filher-men are to be respected upon Contracts. The first damage upon Contracts to be regarded.

stand.

stand, and to be effectual for the maintenance of Faith and Credit between Merchants, and they are confequently much approved by all Civilians, and by their Law allowed.

In all Contrass made for a Copartnership in providing of a joint stock, is to be observed, that one or the some of them do not defraud the other. Also it is approved that they may Sell their adventure to others, and the Buyer is to take the Account according to the Contract, for the Account given to the other parties in focieties doth Observations always bind the Buyer proportionably in these adventures; and the parties dying, the in partable Widow or his Heirs are to accept thereof accordingly, both by the Civil Law and the Contracts. Custom of Merchants. As is well observed by the Society of the Merchants Trading to the E.sli-Indies, both in England and beyond the Seas. For it is accounted any danger to trust a Society, and to deliver Money for Trading, and were no damages or adventures to be borne is usurious, as shall be declared hereafter.

To enter into confideration of some Verbal Contracts, some Customs are to be verbal conobserved, which the Civilians make questionable. A Merchant doth deliver some tracts for Mo-Money unto another Merchant, to be imployed by him for Commodities, or to be ney, &c. put forth to use for both their benefit and profit, without any limitation of time agreed upon between them; the question is, when this Merchant that did deliver this Money may call for it again? Wherein most Civilians are of opinion, that the same cannot be demanded before the year be expired. Which feemeth the more reasonable, if the Law will not allow unto the other party a loss sustained thereby, by Fire, Water, or any other cafualty, unless he do declare and manifest the same within the year. Nevertheless if this Money were delivered to one that maketh a continual gain by Money, as some Goldsmiths do, by taking the same for two, three, or more dayes, and allowing benefit for it; then it may feem reasonable that the Money may be demanded at all times, upon warning given for the time, without which no man may be supposed to be so careless in the delivery of his or other mens Money by a Verbal Contract, as the faid Civilians have furmifed.

Again, suppose this Money were delivered to a Father and his Son jointly, whether the fame shall be redemanded of the Father and the Son by equal portion half and alf, or of them both? Hereupon they are of oppinion, if the Father did receive the Money, and that the Son be under the government of the Father, then the Father is to nswer for all: But if the Son do (as it were) govern the Father, because he is old, then he Son is to answer for the Money. Now the Law-Merchant obligeth them both to unswer for the said Money, unless the Son were under years. But this question may be thought extravagant, for Contracts are commonly Notarial in this case, and be-Notarial Contween Partners, and where one Partner bindeth another, it is to be understood to con-tracts surest. tinue the time of their Partnership; whereas to become bound each to other, for so much as shall be found due, is casual and full of cavillation. So that (as before is remembred) every thing is to be plainly expressed, but especially to be carefully observed between Partners. For the Stock also between Partners by Contract to continue in Trade, is to be without diminution, or any other imployment to be made, during the faid Copartnership, which is limited therefore for a time, and not by Voyages or Employments: The charges on both sides to be limited. But hereof more upon

the title of Partners or Companys.

To make these Notarial Contracts more authentick and sure, when due regard is had of reciprocal actions, to evoid Nudum pactum, the Bonds made by each party to other in summ of Money for the performance thereof are to be preferred before the limitation of a penalty contained in the Contract; albeit that these Bonds being put in suit, causeth the other party to sly into the Chancery; but the Merchants

Courts proceed herein with more expedition.

There are also certain Merchants Contracts, which in regard of the conditions are called Extravagants, because the manner either of Buying or Sel-Extravagant ling of Commodities, and the payment made for the same is rare, and but used Contracts. in some places, which neveretheless are made in writing by Notarial Contract, or by the Brokers Book recorded, whereof I think fit to make a Chapter

apart, touching Commodities Sold by Brokers, as hereafter may appear. A Merchant of Spain dealing for the West-Indies, Nova Hispania, Terra sirmo, or Peru, and other places in America, will Buy a round quantity of German Commodities or Manufactures made there, and in the Low-Countrys, either Ironmongers wares as Hatchets, Axes, Knives, Bells, Beads, Needles, Basons, Candleslicks, Counters, Locks, Nails, and divers forts of Commodities; and he is made acquainted by the Invoice or Cargasson of those goods, what they did cost in the places from whence they came, where the Merchant owner of the faid wares hath augmented his price in the faid Invoice, and so the Spanish Merchant doth make him an offer of so many Conditions to Maludies for every pounds Flemish, or Hamberough Money, or for every Dollar or be observed in other coin whereby the same was Bought, according as the party by his observation

is able to judge of the value thereof, by his often Buying of the like: But the payment is agreed to be made sometimes after the return of the West-Indies Fleet, that is, when most Ships going outward shall return again into Spain. But whether the Buyer of those goods do receive the return of any provenue of the said goods or not, is a matter not material to the Seller of the goods, for he beareth no adventure of bad Factors, evil pay-masters, or other accidents, but must be paid at the time agreed upon, according to the ordinary custom thereof, unless it were agreed that he should bear the Adventure of the Seas for a fum in certanty in nature of affurance, or upon some unexpected alteration which might happen in the said assurance, which is ano-

ther Contract, as hereafter will more amply appear in his proper place.

Another Merchant Selling by Contrast, some Commodities to be delivered at the return of the faid West-Indies Fleet, Posito a certain quantity of Cutcheneal, as the price shall be broken in Spain upon the arrival of the main Partida; this Merchant commonly taketh a summ of Money before hand, whereof he alloweth interest for the time, or elfe he abateth a certain allowance in the price of the Cutcheneal less than the price, which by the authority and confent among it Merchants is made, that is to say, if the best fort called Misteca be set at 40 Ducats the Roove of 25 th weight, he shall abate him after 20 or 25 per 100. Now if the price of Cutcheneal he high or low, the interest of his Money formerly disbursed (by the said abatement) must needs be accordingly. So that the best advantage is to take the interest after a rate certain, and the price of the Cutcheneal is as it shall and may fall out, the like may be observed for all other Commodities. The Bankers have found the same by experience, by dealing with the Kings of Spain and Portugal, when they make Partido's with them, to furnish them with Moneys in their occasions, by making them to pay Exchanges and Rechanges for it after a great rate. And nevertheless, they will be fure to have Pepper, or any other Commodity, at a certain rate agreed upon between them, or elfe in ready Money payable alfo at the return of the faid West-Indies Fleet, albeit they do not bear the adventure of the Silver Bullion or Royals of Eight, rather admitting a Clause, that if the treasure doth miscary, they shall have their Moneys repaid within a certain time, and interest of 7 per 100, unless it be they agree for the Pepper belonging to the King, for many years to be taken at a reasonable price, they bearing the adventure of the Seas. As the Lords Foulkers of Germany did Contract in the year 1592, with Philip the Second, King of Spain, whereby they became losers, by the taking of the great Carrack the Mother of God at the Seas the next year following. Now because in the preceedent Chapters we have spoken of a Bank, and the payment of Bankers, it will not be impertinent to intreat thereof, before any further proceeding, to the end this matter may be understood of every Merchant and others:

Money pay-able at the return of the Fleet.

CHAP. XX.

Of Banks and Bankers.

BANK is properly a Collection of all the ready Money of fome King- The descripdom, Commonwealth, or Province, as also of a particular City or tion of a Town, into the hands of some persons licensed and established thereunto Bank. by publick authority of some King, Prince, or Commonwealth, erected with great folemnity in the view of all the People and Inhabitants of that City, Common-wealth, or Kingdom, with an intimation thereof made divers times, to be upon such a day in the open Market place, where a scaffold is purposely erected, with an oftentation of great store of Money of Gold and Silver, supposed to belong to these persons or Bankers so established; which is unto them an attractive power to persuade, allure the Common People to bring their Moneys into these Bankers hands, where at all times they may command it, and have it again at their own pleasure, with allowing them only a small matter of five upon every thoufand Ducats or Crowns, when any man will retire or draw his Money into his own hands again; which although it be but in 20 years, yet during all that time they are to have no more: So that these persons or Bankers do become as it were the general Servants or Cashiers of that Province, City, or Common-wealth.

These Bankers, as they have their Companies, Factors, or Corespondence in the chief places of Trade in Europe, so must they also keep account with every man, of whom they have received any Money into their Bank, out of which number no man of that Jurisdiction is almost exempted, but generally all men are desirous to please them, and to bring their ready Money into their Bank, as also such Money as they have in forrein parts. In regard whereof these Bankers do give them great credit; for if any man have occasion to bestow in Merchandise, or to pay in Money 3 or 4000 Ducats, and have but 1000 Ducats in the Bank, the Bankers will pay it for him more or less, as the party is well known or credited, without taking any gain for it, although it be for

3, 4, 6, or more Months.

This feems to be a great Commodity (as no doubt it is to men in particular) but being well considered of, it will be found a small friendship, and no more in effect, than if a man did participate the light of his candle to anothers mans candle: For what is this credit, or what are the paiments of the Banks, but almost, or rather altogether, imaginary? As for example, Peter hath 2000 Ducats in Bank, John hath 3000, and William 4000, The manner and so consequently others more or less: Peter hath occasion to pay unto John a thoupaiments.

fand Ducats, he goeth to the Bankers at the appointed hours (which are certain both in the forenoon and afternoon) and requireth them to pay 1000 Ducats unto John; whereupon they prefently make Peter Debtor for one thousand Ducats, and John Creditor for the fame fum: So that Peter having affigned unto John 1000 Ducats, hath now no more but one thousand Ducats in Bank, where he had two thousand before; and John hath four thousand Ducats in the same Bank, where he had but 3000 before. And so in the fame manner of affignation, John doth pay unto William, and William unto others, without that any Money is touched, but remains still in the Bankers hand, which within a short time after the erection of the Bank, amounteth unto many millions; and by their industry they do incorporate the same; which may easily be understood, if we do but confider what the ready Money and Wealth of London would come unto if it were gathered

gathered into one mans hands; much more if a great deal of riches of other Countryes were added thereunto, as these Bankers can cunningly compass by the course of the Exchange for Moneys, the ebbing and flowing whereof is caused by their motion

from time to time, as in our treatife of Exchanges is declared.

But some will say or demand, Cannot a man have any ready Money out of the Bankers hand, if he have occasion to use it? Yes that he can: But before he have it, they will be so bold as to know for what purpose he demandeth the same, or what he will do with it. If it be to pay any man withal, that they will do for him, as having account almost with all men; for he is accounted to be of no credit, that hath not any Money in Bank.

If he do demand it to make over by Exchange in some Country, they will also ferve his turn, in giving him Bills of Exchanges for any place wherefoever, because

they have their Companies or Correspondence in every place.

If he do demand it for his charges or expences it will be paid him forthwith, because it is but a small sum, and in the end the Money cometh into their hands

If they pay out Money to any man, that having Money in Bank, will bestow the fame in purchase of Lands, they will still have an eye to have it again in Bank one way or other, at the fecond or third hand; so that they once being possessed of Moneys, they will hardly be dispossessed; and their paiments are in effect all by Assignation,

and imaginary.

And if they have any Money in Bank belonging unto Widows or Orphans, or any other person that hath no occasion to use the same, they will allow them interest after four or five upon the hundred in the year, at the most, and that upon especial favor: for every man feeketh to please them, as in matter where Commodum privatum beareth the rule: For they can easily please men in particular in giving them fome credit of that great credit which they have obtained in general.

The Money then remaining in the Bankers hands is imployed by them to other

uses and purposes.

First, they do deal with great Princes and Potentates, that have need of Money for the maintenance of their Wars; as the Genevoises and Germans did with the Emperor Charles the fifth during the Wars in Germany; and as the Florentines and others have done with Philip the Second, King of Spain, and also with his son Philip the Third late reigning, causing him to pay 20, 25, 30, and more in the hundreth by way

of Exchange and Rechange, supposed to happen accidentally.

Secondly, they ingross thereby divers Commodities into their hands. And lastly, they carry thereby a predominancy in ruling the course of Exchanges for all places, where it pleaseth them; wherefore the City of Amsterdam (to countermine them) have in the year 1608 also erected a very great Bank, for the which the said City hath undertaken to answer, whereby they are always stored with Money, as appeareth, that the same is plentifully to be had at interest, at six and seven in the hundred by the year, and some at five and under. This Custom is now so settled there, that

it is as effectual as any Law.

Of the breaking of some of these Banks is the name Bank rupt derived: For when Princes do not accomplish with them then they cannot hold out, unless they have great estates of their own. Philip the second, King of Spain, in the year 15.96. was constrained to give Facultad Reall, that is to say, a Power or Faculty Royall, or a Protection unto the Banks of Madril and all their Associates for four years; commanding that all those that had dealt with them in matter of Exchange, Interest, Contract, Letters of Credit, or any manner of ways publickly or fecret, and with all their known or unknown partners, should not be compelled to pay any Money to their Creditors until the year 1600. But in the interim they should at every fix Months receive interest for their Money after the rate of seven pro centum, for the year; and if any man could not forbear his Money, he was to deliver the fourth part more in ready Money, and so accounted together with the interest due at seven upon the hundred,

The begin-ning of the Bank at Am-Sterdam.

The Bankers

Trade.

Bankrupt.

A Faculty Royall, or Protection.

the two thirds of all was to be payed him, and the other third was to continue during his life, with allowance of the faid interest; and this was to be observed in the Kingdoms of Castil, Arragon, Portugal, and the Low-Countries, as also in the Kingdoms of Naples, Sicilia, and the State of Milan, and finally in all Kingdoms and Dominions under him, (for so are the words) and in all his Warlike Forces by Sea and by Land. This did bring the Bankers in great discredit, and the West-India Trade was much interrupted by it, and so continued during the faid King his life time; and after his decease, Moneys have not been plentiful in Spain, insomuch, that in the year 1608, his Son Philip the third did give the like Faculty Royal to all men that were to pay Money at the return of the West-Indies Fleet for one year, paying but 3 pro cent. to their creditors for the forbearance.

CHAP.

Of the Fraighting of Ships, Charter-parties, and Bills of lading.

ITHERTO we have been buying and dealing in Commodities, and now it will be time to advance our Commerce or Traffick, and to fraight Ships for the purpose to transport over Commodities. No Ship should be fraighted without a Charter-party, meaning a Charter or Covenant between two parties, the Master and the Merchant: And the Bills of lading do declare what goods are laden, and bindeth the Master to Bills of lading. deliver them well conditioned to the place of discharge, according to the contents of the Charter-party; binding himself, his Ship, tackle, and furniture of it, for the performance thereof. Of these Bills of lading, there is commonly three Bills of one tenor made of the whole Ships lading, or of many particular parcels of goods, if there be many laders; and the marks of the goods must therein be expressed, and of whom received, and to whom to be delivered. These Bills of lading are commonly to be had in Print in all places, and feveral languages. One of them is inclosed in the letters written by the same Ship, another Bill is sent over land to the Factor or Party to whom the goods are configned, the third remaineth with the Merchant, for his testimony against the Master, if there were any occasion or loose dealing; but especially it is kept for to serve in case of loss, to recover the value of the goods of the Assurors that have undertaken to bear the adventure with you, whereof we shall intreat in the following Chapters.

The Persons that are in a Ship may be thus in order, which although they differ in names in many languages, yet they are all one in effect. The Master of the Ship, the Pilot, the Masters Mate, the Ship-wright or Carpenter, the Boats-man, the Purser, the Chirurgion, the Cook, and the Ships boy. All the rest are under the name Mari-

ners, all these are distinguished in hires and sees in all Countries.

The Master therefore doth covenant by the Charter-party, to find a sufficient Charter-party, Pilot,



Lex Mercatoria.

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Pilot, and all other the forefaid Officers and Mariners, and to provide Shiptycht, Mafts. Sails, Ropes, Tews, Anchors, Ship-boat; with Fire, Water, Salt, and all things neceffary, at his own expences. And this Charter-party fo made on the Masters part, doth commonly declare that it is, and all things therein contained, according to the Law of Oleron, Law of Oleron; according to which Law, if there be no writing made, and but an earnest given, then the Merchant if he repent, loseth his earnest; but the Master if he

> Again, if the Ship be not ready at the day appointed in the Charter-party, to go to Sea, the Merchant may not only free himself of her, except he hold his peace and

repent loseth the double of the earnest.

discharge her not (for then by his silence he seemeth to consent,) but also shall recofentire videtur, ver charges, interests, and damages, except the Master shew some excuse of some pregnant occasion or mischance, which could not be avoided, and then he loseth only his fraight, because he hath not deserved it. But if the fault be in the Merchant, he shall Rhodian Law. pay the Master his damages, or according to the Rhodian Law, shall entertain the Ship and Company ten days, and if then he stay longer shall pay the fraight of all accordingly; and further shall answer for all hurt and damages happening by Fire, Water, or otherwise after the time appointed. It is true, that the Rhodian Law chargeth the Merchant in this case but with half the fraight, and the Master with the whole fraight if he fail: Albeit that the Romans inflict the pain of the whole fraight upon the Merchant, especially if he take out his own goods again, for then is the fraight thought to be deserved.

But if the Ship in her Voyage become unable, without the Masters fault, or that the Master or Ship be arrested by some authority of Magistrates in her way; the Master may either mend his Ship, or fraight another. But in case the Merchant agree not thereunto, then the Master shall at least recover his fraight, so far as he hath deserved For otherwise, except the Merchant consent, or necessity constrain the Master to put the goods into another Ship worse than his own; the Master is herein bound to all losses and damages, except that both the Ships perish that Voyage, and that no fault

nor fraud be found in the Master.

Admiralty Cafes.

Condition

maketh Law.

In the year 1587, the like matter was in question with five Ships coming back without their lading, from Ligorn and Civita Vecchia into England, whereof my felf was one of the Merchants that had fraighted them, and did intend to receive lading there in Allom: But the Gallies of Don Andrea Doria intending to surprise those Ships (the Grand 'Armada being preparing in Spain) they came all of them away without their lading; fome two of these Ships had lien out all their time conditioned by their Charter-party, to take in their lading, and the Master had Notarial protests against the Factors that they should have laden them. These were by the Law of Admiralty adjudged to have deserved their whole fraight. Two other Ships having not slaied there their abiding days, nor made any protest as aforesaid, could not be found to have deferved any fraight at all, although they were laden outward bound. The fifth Ship had a condition or Proviso in her Charter-party, that if it should happen that in her coming back out of the Straits, she should be taken or cast away; nevertheless the fraight outwards (which was accounted half) should be paied, and that half was adjudged unto the Master, and no more, having not tarried there his appointed time. And if this Proviso had not been, he could not have recovered any thing; for when Ships are fraighted going and coming, there is nothing due for fraight until the whole Voyage be performed. So that if the perith, or be taken in the coming home, all is lost and nothing due unto her for any fraight outwards, whereof I have also had experience by another Ship.

It is also accounted for a fault, if the Master put forth his Ship to Sea, either without a skilful Pilot, or without fufficient furniture and necessities, according to the ordinary clauses of the Charter-parties, or (as in the precedent case) that the other Ship in which the goods were last put in, be not sufficient, or that the Master do in

an unlikely time put forth to Sea.

The Emperors Gratian, Theodofius, and Valentinian, in times past did expressy forbid

that no man should adventure upon the Seas, from November till April, Sed Tempora mutantur, S nos mutamur in illis. Always it is a great fault by the Law, to put to Sail

out of any Port in stormy and tempestuous weather.

Item, if a Master set forth his Ship for to take in a certain charge or lading, and then takes in any more, especially of other men, he is to lose all his whole fraight; for by other mens lading he may endanger the Merchants goods divers ways. And in fuch a case when goods by storms are cast over-board, it shall not be made good by Contribution or Averidge, but by the Masters own purse: For if he overburthen the Ship Averidges.

above the true mark of lading, he is to pay a fine.

Item, if a Ship do enter into any other Port or Harbour, then she was fraighted for, against the Masters will, as by a storm or some force, then the goods shall be transported to the Port conditioned, on the Masters charges; but this must be tried by the Masters Oath, and two of his Mariners, or else the Master may be in further danger. If any man compel the Master to overburthen Ship or Boat, he may therefore be

accused criminally, and pay the damages happening thereby.

Item, if a Merchant put in more goods into a Ship than was conditioned, then may the Master take what fraight he please. By the Roman Law it is imputed for a fault to the Master, if he direct his course by ways either dangerous, thorough Pirats, Enemies or other evil adventures. Also if he do carry the Flag of other Nations and not his own, and thereby incur any lofs or damages: For as Packs, Pipes, and all goods, should be marked with the proper marks of the Merchant to whom they appertain: So should Ships be discerned one from another by their own Flag.

The ordinary Charter-parties of fraightments of Ships, made and indented be-

tween the Master of a Ship and a Merchant, or many Merchants in fraighting a Ship together by the tunning, where every Merchant taketh upon him to lade so many Fraightings Tuns in certainty: Are made as followeth, Mutatis Mutandis, which is done before by Tunnage.

Notaries or Scrivenors.

A.B. Master of the good Ship, or Fly-boat, called the Red Lion of Ratcliff, of the burthen of 120 Tuns or thereabouts, riding at Anchors in the River of Thames, acknowledg to have letten to fraight to C. D. the Merchant his faid Ship, and doth promise to prepare to make ready the same within ten days, to take in such goods, as the faid Merchant shall lade or cause to be laden in her, to make (by Gods grace) with the first convenient weather and wind (after the expiration of the said days) a Voyage from the City of London, to the Town of Saint Lucar de Barameda in Spain, and there to deliver all the faid goods, well conditioned, and in fuch fort as they were delivered unto him, to fuch a Merchant or Factor, as the Merchant the fraighter shall nominate and appoint, according to the Bills of lading made or to be made thereof; and there to remain with the faid Ship the space of twenty days, to take in and receive all fuch goods, as the faid Factor or any other by his appointment shall lade into her, and as the faid Ship may conveniently carry, and being so laden, to return back again for the faid City of *London*, and there to deliver the faid goods also well conditioned, to the faid C.D. the Merchant, or his Assigns. And the faid Master doth further covenant with the faid Merchant, that his Ship shall be furnished with twelve able Men and a Boy, ten pieces of Iron Ordnance, namely, two Sakers, fix Minions, two Falcons, and eight Muskets, with Powder, Shot, and all things necessary; as Cables, Sails, Ropes, Anchors and Victuals requifite for fuch or the like Voyage, &c. And hereupon C.D. the Merchant and Fraightor, doth likewife covenant with the said Master, or all the said Merchants do covenant with him, every one for his Tunnage, as aforesaid, that he or they and either of them, will lade or cause to be laden (within the days limited) the faid Ship, with fuch and fuch Commodities accordingly, pesterable Wares or Goods excepted, which are goods of great volume and cumber- Pesterable fome, whereof no true computation for Tunnage can be had: So that the fraight of Wares or Comfuch kind of goods is made accordingly.

And the faid Merchant doth further covenant to pay unto the Master, three pounds or more for the fraight of every Tun lading upon the full discharge of his said Ship,

and delivery of the faid goods at London aforefaid, accounting two and twenty hundreth and a half, or so many Kintalls for a Tun; and in like manner for two Pipes or Butts, four Hogsheads and other Commodities, rated for the Tun or Last, as four Chests of Sugar, fix Barrels of any other Commodity for a Tun (as in the fourth Chapter of Weights and Measures is declared) with Primage, Petilodeminage, and sometimes Pilotage, according to the accustomed manner in the like Voyages, \mathcal{C}_c . binding themselves each to other for the performance thereof in a sum of Money, Namure Pana, with such other clauses, conditions, cautions, or other agreements as may be concluded between them, which being well expressed, preventeth all those and the like questions, which the Civilians do discourse upon, as the solutioning may be for an instance.

Questions about Fraightings, and their Solutions.

If a Ship be fraighted by the great, *Posito* two hundreth Tuns for the sums of six hundreth pounds, to be paid at the return; the said sum of 600 B is to be paid, although the Ship were not of that burthen.

If the like Ship of 200 Tuns be fraighted, and the sum is not (either by the Great, or Tun) expressed; then such fraight as is accustomed to be paid in the like

Voyages, is due, and ought to be paid accordingly.

If the like Ship of 200 Tuns be traighted by the Tun, and full laden, according to their Charterparty: Then fraight is to be paid for every Tun, otherwise but for

fo many Tun as the lading in the same was.

If the Ship of two hundreth be fraighted, and named to be of that burthen in their covenant, and being fraighted by the Tun, shall be found to be less in bigness, there is no more due to be paid, then by the Tun, for so many as the same did carry and brought in goods.

If the like Ship be fraighted for two hundred Tuns or thereabouts, this addition (or thereabouts) is within five Tuns commonly taken and underflood, as the moity

of the number ten, whereof the whole number is compounded.

If the like Ship be fraighted by the great, and the burden of it is not expressed in the Contract, yet the sum certain agreed upon is to be paied without any cavil- lation.

If fraight be agreed upon for the Commodities laden or to be laden, for a certain price for every Pack, Barrel, Butt, and Pipe, &c. without any regard had to the burden of the Ship, but to give her the full lading: No man maketh doubt but that

the fame is to be performed accordingly.

If the like Ship or any other (being fraighted by the great for a fum certain) happen to be cast away, there is nothing due for fraight: But if the Ship be fraighted by the Tun, or pieces of Commodities laden and cast away and some saved, then is it made questionable, whether any fraight be due for the goods saved pro rata, albeit there is none due at all: For the Assurors are not to be abridged herein by any fraight.

Hence arise some other questions, Exempli gratia, Whether a Master of a Ship (having undertaken to carry over a Family, or certain Slaves, or Cattel, and some of them dying in the Voyage) shall have any fraight for those persons or Cattel which are

dead? Whereupon three confiderations are incident.

I If the Contract was made for the whole Family, Slaves, or Cattel, then the fraight or passage Money is due, and to be paid for all.

2 If it be covenanted, that for every head or passenger, the Master shall have a certainty: Then for the dead never coming to the destined place, there is nothing due.

3 If it do not appear how the agreement was made, but that there is a certain fum agreed upon; then that agreement being an entire thing, is to be performed, although fome died: The reason is, because there was no fault in the Master, and therefore the rule of Re integra remaineth good: And if a woman be carried over and be

delivered of a Child in the Voyage, yet there is nothing to be paid for the passage of

the Child which she carrieth in her arms.

There is an ancient question, Whether a Master of a Ship who promised to place another in his Ship, and to expose him in a certain place, can demand any recompense for the fame, he never having placed the party there; but the party came into the Ship, and so went over: Wherein they consider the difference between living creatures and rational, or things dead and insensible; and divers other reasons which I omit, for it may well be compared to the disputation de Lana Caprina, whether the hair of the Buck be Wooll or hair, which putteth me in mind of a pretty tale, which

for variety of theam, I here bestow upon merry conceited Mariners.

The Poëts (having made Caron to be the ferry-man of hell, passing over the Souls A merry tale of an infinite number of persons of divers professions) feign, that on a time a Sophi- of Carons wafter was to be transported, who took exception at Carons Beard, and by a Syllogism ger. would prove him to be a Goat, framing his argument in this manner. A Goat hath a Beard which is never kembed, and you have a Beard which is never kembed, ergo you are a Goat: Caron answering, did wonder at his conclusion, and took upon him to prove the Sophister to be an Als, because that of a comparison he made an argument: For A sophisticafaith he, if you had made a Syllogism in this manner, that which is Hail is no Snow, ted Argument. Hail is white, ergo Snow is not white; then there had been some shew of Reason. But tell me, what is an Afs? And the Sophister answered, it was a living creature without Reason, and being demanded what Reason was, he said, It was to follow and use the good, and to shun the evil: Then Caron concluded upon his own words, and said: Your own words have proved you an Ass, wanting Reason; for you had no Reason in the world, whereby you should be guided to follow the good, which is vertue, but you have followed evil, which is vice, which made you come hither to receive the punishment of an Ass, which (being incident to most Mariners coming on shoar) I wish them to remember thanksgiving to God.

And to conclude concerning Fraightments and Charterparties, let us observe, that Equity in all things is to be confidered, and especially in Sea-faring causes, and cavil-

lations are to be avoided, as for example.

A Merchant fraighted a Ship with all his furniture by the Month, and putteth into her the Master and Mariners, and Victualled the same at his charges and maketh a Charterparty with the owner, promising to pay for the use of the Ship and furniture twenty pound every Month at her return into the River of Thames, and so ladeth in her for the Straits, and to go from Port to Port in several places with Merchandise: Equity in Seaand after two years, or thereabouts, having taken her lading in Barbary, cometh for faring causes much to be London, and by a storm and tempest the Ship was cast away neer Dover, and the regarded. goods were faved; hereupon the Merchant denied to pay the fraight Monthly to be reckoned, because the Ship did not arrive in the River of Thames, according to the words in the Charterparty. Herein the owner was much wronged: For the Money is due Monthly, and the place is named only to fignify the time when the Money was due to be paid; for the Ship deserveth wages like unto a labourer, or like a Mariner which ferveth by the Month, who is to be paid for the time he hath ferved, although he dies before the Voyage be ended, as we find daily that the East-Indies Company paieth to their wives or friends; The labourer is worthy of his hire. The Ship is not fraighted by the great, to run that adventure which is noted before, neither was she wanting her furniture of Cables, Anchors, Sails, Ropes, or any thing whereby the was difabled to perform the Voyage, and might be the cause of the casting away: For if it were so, then there were great cause given to deny the paiment of the fraight. Again, where it was alledged, that the faid owner hath made Affurance upon the Ship, for more than the same was worth, and did thereby recover of the Assurors a benefit towards his loss, this did not concern the Merchant, but the Assurors: And if the Assurance were orderly made, the faid Affurors have paid the fame duly, that is to fay, If the policy or writing of Assurance did declare, that the owner did value his Ship in such a sum; whereof hereafter you may read in the proper place, intreating of the nature of Affu-

rances. A Merchant valued one Barrel of Saffron at 1000 th, having privately put fo much in Gold in the fame, the Gold was taken, but the Sassron was delivered, and the Affurors did pay for the Gold. And the like is for Pearls or other things fo valued.

Item, when Coffers, Packs, or Pipes, and other marked Commodities or Goods are delivered close packed or sealed, and afterwards shall be received open and loose, the Master is to be charged for it, until a due trial, and that consideration thereof be had; he must also answer for the harm which Rats do in a Ship to any Merchandise

for want of a Cat.

The Merchant on the other fide, is to be bound by the faid Charter-party to pay the fraight of the goods by him laden, either by the Last, Tun, or by the Pack and Fardel, according to the agreement; accounting for a Last, Tun, or other thing, aster the rate of a Tun lading, wherein pesterable Wares which take a great deal of room are excepted, and must be agreed for, and the goods laden are liable for the payment of the fraight. The Merchant likewise doth covenant to pay Pilotage, if a Pilot be used to bring a Ship into the Harbor; also Primage, and Petilodmanidge to the Master for the use of his Cables to discharge the Goods, and to the Mariners to charge and discharge them, which may be fix pence or twelve pence for a Tun lading, with fome other clauses and agreements made between the said Merchant and Master: Wherein it is not amiss to limit a good sum of Money on either side to be paid for their performance of the Charter-party, and to covenant the same by the said Charter-party, whereof I do here prescribe but one form, considering the diversities of conditions therein used, as the Merchant and Master can agree, which every Scrivenor doth usually make accordingly, as in this Chapter is rehearsed.

Pilotage. Primage. Petiledmanidge.

CHAP. XXII.

Of the Master of the Ship bis power, and duty of the Master to the Merchant.

Law of Oleron.

◆HE whole power and charge of the Ship being committed to the Master. requireth a staid man and of experience, whereunto the owners are to take great heed, for his power is described partly by the owner or fetter forth of the Ship, and partly by the Common-Law of the Sea; by means and vertue whereof the Master may, if need be, borrow Money in a strange Countrey, with the advice of his company, upon some of the tackle or furniture of the Ship, or else sell some of the Merchants goods, provided that the Merchant be repaied again at the highest price that the like goods are fold for at the Market: Which being done, the fraight of those goods so sold and repaied, shall be also repaied by the Master to the Owner of the Ship, aswel as the fraight of the rest of the Merchants goods, except the Ship perish in the Voyage, in this case only the price that the goods were bought for shall be rendred, and for no other cause may the Master take up Money, or sell any of the Merchants goods, although it were in the danger of Ship-wrack.

The duties of Ship, &c.

Such is the duty of a Master of a Ship that is provident, that he ought not to make a Master of a sail and put forth to Sea, without the advice and consent of the most part of his company, especially when the weather is stormy, otherwise he shall answer the damages that cometh thereby; principally if he have not provided an expert Pilot, or if the Ship happen to fall over in the Harbour.

The

The Master shall be punished also by damages, if the Overloop of the Ship be untyth, or the Pump be faulty, or a sufficient covering be wanting, especially for

Corn, Victual, and fuch like Commodities.

He is also before his departure to deliver the names of all the persons which he is to transport, and of his Mariners, which with us is but lately established: And at his return he is to deliver a true Inventory of the goods of any Persons which shall happen to depart this life in that Voyage, not only because his kindred and friends may have intelligence of it, but also because their goods may be safe and forthcoming for one whole year: Of which goods in the mean time, the bedding and appurtenances may be taken by the Master and his Mate to their uses, as also such Clothing and other things then upon his body, may be delivered to the Boats-man and the company, who do for that dispose of the dead body, putting the same into the Sea.

When any Goods or Merchandises are delivered unto the Master, or his Clark

the Purser of the Ship, and laid within board, or to the Ships side, both ways, is at the Masters peril. But the Master is not bound to answer for such things as are put in Ignorance is his Ship without his and his Companies knowledge; because where men are found ig-here a good norant, they are also esteemed not to consent. But if the Merchant or Passenger keep his goods by himself, as Moneys or such things, in his Coffers, and then find fault to have lost them: Then the Master and Company are to purge themselves by their Oath; but if afterwards notwithstanding they be found guilty, the denier shall pay the dou-

ble, and also be punished for Perjury.

The Master is liable for all damages sustained by bad Hooks, Ropes, Blocks, or Lines, if the Mariners do give notice of it, and they shall bear their parts in the damage, and so is he also to answer any damage happening by unreasonable slowing or breaking of goods, and therein he and his Company may be put to their Oath.

Further, whatfoever shall happen through fault, negligence, or chance, which might be avoided, or if it be done by the Passengers or other then Himself and his Company,

the Master is answerable.

If by the Masters default, confiscation of goods or other damages happens for non-payment of Custom, or false Bills of entries in the Custom-house for goods, Law of Oleron. or for transporting of unlawful goods, the Master shall answer for the same with the interest.

But concerning the fuing for the faid goods, the Master may well do it, as the Merchant may pursue for spoiled goods. And notwithstanding if it shall be found that the Merchant is in any fault concerning the goods, as aforefaid; then if the Master, and four of his Company, Mariners, swear no fault to have been in them, the Master shall be cleared thereby.

The Master is to keep his Company in Peace, and if any Mariner shall be hurt in doing service, or by his Companion, the Master shall cause him to be healed, as he who is only answerable for the fact within Shipboard, and then by his authority recover from the other Mariner the charges, and any thing that the hurt man hath lost thereby; except that he who is hurt or lamed, have provoked the other by evident assault

And if a Mariner fall fick, the Master shall cause him to be laid in a house, with all fustentation necessary and usual in the Ship; but shall not stay in the Ship until he be healed: and when he recovers health shall give him his hire, or if he dye shall give it to the wife, or nearest friends. But if a Mariner be not hurt in the Ships service, the Master shall hire another in his place, who if he have a greater hire, that Mariner then shall recover the superplus. And always the Master ought to lend his Mariners if they want. If through the Masters fault the Shipboat perish, with any Mariners in it, by spoiled Ropes or otherwise, then shall the Master pay one whole years hire to the heirs of the drowned.

Item, He ought to give his Mariners Flesh upon Sunday, Tuesday, and Thursday, and upon other days Fish or such like, with sufficient drink; but no meat to them that fleep not in the Ship. Nevertheless the quality and quantity of Mariners food and

hires goeth diverfly, according to the divers Customs of Countries, and the conditions made with them at the entring of the Voyage, whereof remembrance is to be kept to avoid discords, which are more dangerous on the Seas than on Land.

CHAP. XXIII.

Of the Duties and Priviledges of Mariners.

CCORDING to the Law of Oleron, Mariners owe all due obedience to the Master, not only in slying from him in his wrath, so far as they can, but also in suffering; yet may they after one stroke defend themselves.

In case of Rebellion of Mariners against their Master, which is thought then to be done, when the Master hath thrice lifted the Towel from before any Mariner, and yet he submits not himself: Then may he not only be commanded forth of the Ship at the first Land, but also if he make open strife and debate against the Master, he shall lose his half hire, with all the goods he hath within Ship-board.

But if in this strife a Mariner useth any armour or weapons, then should the rest of the Mariners bind him, imprison him, and present him to the Justice: So that if any refuse to assist, he shall lose his hire and all things else he hath within Ship-board. Yea, in case any number of the Mariners would conspire and force the Master to pass to any other Port than to the which he was fraighted, they may be accused criminally and punished, as for a capital crime.

And yet if a Rebellious Mariner repent in time, and offer amends for a simple Rebellion, and the Master notwithstanding refuse, he may follow the Ship and obtain his

Mariners ought each one to help and affift others on the Seas, or else he that refu-

feth loseth his hire, and the oath of his fellows shall be a proof against him.

Mariners in a strange Port, should not leave the Ship without the Masters licence, or fastning her with four Ropes, or else the loss falls upon them. They are also to attend the Ship until she be discharged and ballasted new, and the Tackle taken down. And it a Mariner during the time of her discharge and lading, labour not with the rest of the Company, but goeth idle, and absents himself, he shall pay a fine to the rest of the Company pro rata. In a strange Countrey, the one half of the Company at the least, ought to remain on Ship-board, and the rest who go on land should keep sobriety and abstain from suspected places, or else should be punished in Body and Purse: like as he who absents himself when the Ship is ready to Sail, yea if he give out himself worthier than he is in his calling, he shall lose his hire, half to the Admiral, and the other half to the Master. But this especially ought to be executed against an unworthy Pilot. The Mariner also forfeits his hire, if the Ship break in any part, and he help not with all his diligence to fave the goods.

If it chance otherwise than well with the Master, the Mariners are then holden to bring back the Ship to the Port, from whence the was fraighted, without delay, ex-

cept it be otherwise provided.

A Mariner may carry as much meat out of the Ship, as he may eat at a meal, but

no drink.

A Mariner may keep either his portage in his own hands, or put forth the fame for freight, and yet the Ship shall not stay upon the lading of his portage: So that in

case the Ship be fully laden before the goods for his Portage be brought in, he shall

only have the fraight of fo much goods.

If a Ship pass further than the Mariner was hired, his hire should be accordingly augmented, except he be hired a Mareages, mais non a deniers, as the French-Man speaks. or by the Month for all the year.

If a Mariner run away with his hire undeferved, he deferves the Gallows.

If a Mariner be hired for a simple Mariner, and afterwards in the Voyage finds hiring, to be a Pilot or a Master, he may pass, restoring his former hire; and so it is if he Marry.

Mariners are not only to discharge and deliver goods out of the Ship, but also if no Porters nor Carriers be in those parts to carry the same themselves for such hire as other workmen should have had therefore.

If it happen a Ship to be prifed for debt, or otherwife to be forfeited, yet the Mariners hire is to be paid, and if the prosper, to receive their pay in the same Money that

the fraight is paid with.

Laftly, a Mariner should neither be Arrested, nor taken forth of a Ship making ready to fail, for any debt, but only his hire and as much other goods as he hath in the Ship may be Arrested for it, according to the value of the debt, and the Master to be answerable for all; because the Ship is compared to mans dwelling house, which is his sure refuge by the Law, except it be for a fworn debt, or a penalty to the King through fome crime.

CHAP. XXIV.

Of the Office of Assurances, and the Ancient. Custom of the same.

LAUDIUS CAESAR, the fifth Roman Emperour, by fuccession of Government from Julius Cafar, who was before the Birth of our Saviour Christ, (born under Augustus) and the first persecutions of Christi-Suetonius. ans was under Tiberius, and the second (more cruel) under Caligula,

whom Claudius did immediately succeed.

This Claudius did bring in this most laudable Custom of Assurances, whereby the danger and adventure of goods is divided, reparted, and born by many Perfons, confenting, and agreed upon between them, what part every man will be contented to affure, make good and pay if any loss or casualty should happen to the goods adventured, or to be made adventured at the Seas, as also by Land; to the end that Merchants might enlarge and augment their Traffick and Commerce, and not adventure all in one Bottom to their lofs and overthrow, but that the fame might

be reparted and answered for by many.

This Cuftom coming to the knowledge of the Inhabitants of Oleron was recorded and by them fet down for a Law, and practifed to be observed through all the Sea-Coast Towns of *France*, and yet was first used in *England*, and after us imitated by the *Antwerpians*, and all other Nations there Inhabiting, when that City did flourish. And whereas here in *London*, the meeting amongst Merchants was in *London-distress*. freet in London, as aforesaid (so called, because certain Italians out of Lombardy street, then kept there a Pawn-house or Lombard, long before the Royal Exchange was builded of Merchants. by Sir Thomas Gresham Knight) all the Policies or Writings of Assurances, which then were and now yet are made, do make mention, that it shall be in all things concerning

the faid Affurances, as was accustomed to be done in Lambard-street in London; which is imitated also in other places of the Low-Countries. These Affurances are made in the said Office in the West end of the said Royal Exchange in London, which are of several natures, as solloweth, and at divers and several rates. The Commissioners for the said Assurances are chosen yearly (or at the least some of them) in the beginning of every year; and at Roan, at the time when the Merchants of all Nations chuse their Prior and Consuls. The chief authority with us doth rest in the Lord Mayor of London, confirmed by an Act of Parliament in the later time of Queen Elizabeth (as you may understand by the manner of Proceedings for Assurances) for the obtaining whereof, I have sundry times attended the Committees of the said Parliament, by whose means the same was enacted, not without some difficulty; because there was many suits in Law by action of Assumpsit before that time, upon matters determined by the Commissioners for Assurances, who for want of power and authority could not compel contentious persons to perform their ordinances; and the Party dying, the Assumpsit was accounted to be void in Law.

The nature of Assurances.

He nature of Affurances are either upon goods laden or to be laden outwards in fuch a Ship, bound from such a place to such a place. As for example, from London to Saint Lucar upon Perpetuanoes or Corn, until it be laid on shoar at Sivil, which adventure is as well in the small Ships, Lighters, or Boats, whereby it is carried up to the City of Sivil until lading of it, as it was in the Ship whereby the said Perpetuanoes or Corn was transported from London to Saint Lucar; and any damage, either totally or in part, is to be answered by the Assurers accordingly, and provata that every man hath subscribed in the Policy or Writing of Assurance, as by the said Com-

missioners for Assurances shall be set down.

Other Affurances are made upon Goods laden or to be laden homewards in such a Ship under such a mark, the Masters name, and any other circumstances whereby the said Goods or Commodities may be known to be the same that are affured; as laden, or to be laden, by such a man in such a place, about such a time, &c. which if it be in any Ship that was fraighted outwards, may be better specified, or if it be by letters of advice, it may be described accordingly, which adventure may also run from the time that the said goods (posito Oyls of Otrera) were laden into any Vessel, Lighter, or Boat, to come down the River to Saint Lucar to be laden in such a Ship, or any Ship (neither naming the Ship nor Master) unto the City of London, and the said Oyls there laid on Land. But to declare that the Pipes are marked with such a mark, to be laden by such a man, doth much strengthen the said Assurance, to avoid cavillations, doubts, or controversies.

Other Assurances are made upon goods laden in a Ship for a certain place, which Ship is fraighted going and coming; as for Turky, or any places in the Mediterranean Sea, bound to go into ieveral Ports to discharge part of the lading in one place, and the rest in another place; and then to lade again homewards in such another place: And all this Assurance is one entire Assurance, until the Ship be returned home, and

the Goods fafely received on Land.

Other Assurances are made upon Goods to be sent or laden from one place to another, and upon the return of the provenue thereof; as from Lixborn to Brasil, and back again to Lixborn; or from Saint Lucar to the West-Indies, Santo Domingo, Peru, or any other places, and so back again; or from Portugal to the East-Indies, and in like manner to Lixborn again. All which Assurances are very dangerous, because a man cannot have advice when the Voyages are performed; and it hath fallen out, that the Assurance born two adventures for one, the Ship making two Voyages unknown to the Assurance, dwelling in remote places.

Other Affurances are made upon the Ship or Ships Tackle, Furniture, and Keel of the Ships, so called because all is to be bound to the Assurors, and likewise the Assurors.

rors are liable and bound to answer for the whole Ship, as also for Cables, Anchors, and any furniture, or part of the same, that is also dangerous and much subject to Averidges and other casualties, especially if it be upon a Ship which cannot drink of all waters, whereunto divers men may lay claim; or for some ast perpetrated by her in times past, whereby the same may be called in question, which is the cause that the

price of Affurance upon Ships is almost double.

Other Assurances are made upon Goods and Merchandises sent by Land from one place to another, by the Conductors or Carriers to Venice, Frankford, or any other places, wherein the goods commonly are declared, and the mark also: And this manner of Assurance is especially performed by the Conductors, who take for the charges a certain allowance for every pound weight that the goods do weigh, and moreover, 2, 3, or 4 upon the hundred pounds in value that the said goods are esteemed to be worth: And he doth appoint a sufficient guard of Souldiers to convey the same by Land and Rivers to the places intended, which nevertheless by a stronger power have many

times been taken by the Freebooters.

Other Assurances are made upon the lives of men, for divers respects, some because their estate is meerly for term of life, and if they have Children or Friends to leave some part of their estate unto, they value their life at so many hundred pounds, for one or more years, and cause that value to be Assured at sive, six, ten or more for every hundred pounds, and if he do depart this life within that time, the Assurors pay the Money; as it happened of late, that one being ingaged for Sir Richard Martin Knight, Master of the Mint, caused 300 & to be Assured upon the life of the said Sir Richard, being some ninety years of age, and therefore gavetwenty and five procentum to the Assurors: The ancient Knight died within the year, and the said Assurors did pay the Money. Also one Master Riddermaster having bought an office of the six Clerks of the Chancery, and taken up Money of others, caused for their Assurance for many years together two thousand pound to be Assured upon his life after four and five in the hundred, until he had paid that Money; which is very commodious.

Likewise a Traveller undertaking a Voyage to Jerusalem or Babylon, delivering out Money payable at his return, will providently assure a sum of Money upon his life, either to secure some men that do surnish him with Money to perform his Voyage, and to put forth the greater sum, or to leave some means unto his Friends, if he should die and never return. So that this office is most necessary in all human actions, and men cannot invent or imagin any thing, but the value of it may be assured, as you may judge by the former examples. And herein must be noted, that Assured are very fitly compared unto Orphans, because they may endure much wrong, but cannot commit any; for they are to be ordered and commanded by the Commissioners sentence, and must perform the same; to which end the Lord Mayor of London (for the time being) hath authority to commit them to prison, if in case they do not satisfie the same within a time limited until they do it.

Other Affurances are made, and these are the most dangerous of all because they are made upon Ships and Goods, lost or not lost; which is not only in regard that a Ship known to be departed, doth not arrive in many Months after to the appointed place of discharge: But also if any news do come that the Ship and Goods is cast away, nevertheless if the Assurance be made with the words (lost or not lost) the Assurance bear the adventure of it, unless it can be proved that the party who caused the Assurance to be made, did see the Ship when it was cast away, in this case it is a fraud: Fraudulent As the fraudulent dealing of him that had a rotten Ship, and caused Assurance to be Assurances. made upon her, and caused the same to perish or sink at the Seas, to make the Assurances.

rors to pay for his rotten Ship which could not be fold by him.

In the case of Assurances of lost or not lost, I remember that in the year 1583, there was a rich Carrack called the Saint Peter, (coming from the East-Indies for Lixborn) missing a long time, and there was Assurance made upon her in Antwerp, Roan, and other places, at 30 pro centum. Within three years after, there came or did P 2

arrive at Lixborn a smaller Ship richly laden, which was made of the other Ship which was cast on shoar in a certain Island, and thereupon certain controverses did arise between the owners of the goods and the Assurors, as also the Master and Mariners. At last it was adjudged at Lixborn by the Sea-Law, that the Master and Mariners should have one third part, and that the Assurors should come in for so much as they had pro rata assured, all charges deducted; the Ship to be the owners of the former Carrack: With the like consideration as aforesaid.

Prices of Affurances.

Concerning the price of Assurances or Premio (as the Spaniards call it) it is differing in all places, according to the situation of the place, and the times either of War or Peace, or danger of Pirats, men of War, or rocks, and unaccessible places, seasons of the year and such like: And the said Premio was never less than at this time, for Assurances are made for Middleborough and Amsterdam at 3 pro centum, the like from London to Roan and Diepe, Edenborough in Scotland, and Hamborough in Eastland: And from London to Bourdeaux and Rochel, Lubeck, Denmark, 4 upon the hundred: As also for Barbary, for Lixborn, Biscay, Ireland, Dansick, Riga, Revel and Sweden, 5 in the hundred: Sivill, Gibraltar, Maliga, and the Islands, 6 and 7. For Ligorn, Civita Vecchia, 8 and 9, Venice 10, Wardhouse 9, Russia, 9, Santo Domingo 11 and 12. And for the East-Indies 15, nay both for going and coming hath been made at 20 pro centum.

CHAP. XXV.

Of policies of Assurances, and the substance of them, and of Contributions.

E have partly touched what a policy or Writing of Assurance is, by the nature of Assurances aforesaid, and the dangers and adventures whereunto the Assurance subject. But now we are to express them upon the very words contained in all or most policies of Assurances, namely;

Of the Seas, men of War, Fire, Enemies, Pirats, Rovers, Thieves, Jettezons, Letters of Mart, and Covenants, Arrests, Restraints and Detainments of Kings and Princes, and of all other persons, Barratry of the Master and Mariners, and of all other Perils, Losses and Missortunes whatsoever they be and howsoever they shall happen or come, to the hurt and detriment of the Goods and Merchandises, or any part or parcel thereof, &c.

First, the Policy of Assurance saith, That such a man (of what Nation or Quality soever he be) caused himself to be assured from such a place to such a place, upon goods, or, &c. laden of to be laden, in the good Ship called the Dragon, or, &c. of the burthen of so many Tuns, whereof A.B. is Master for such a Voyage, and to bear the adventures abovesaid. If the Person whose name is used in the Assurance, be in time of War taken to be no friend to the State, there is a danger to pay the said Assurance; "If safer the subscription of the Assurance, albeit this was by the late Queen made for suited to answer the same to the Prince, albeit this was by the late Queen Elizabeth contradicted in the point of honour, as it pleased her of a Royal and Noble disposition to say in a case concerning the Portugals, Subjects to her adversary, Philip the second King of Spain. For in the year 1589, a great Ship being taken by certain men of War of London, and brought into Plimmouth laden with Pepper, Sugar, and other Commodities at Lixborn, to be delivered at Venice; it pleased the Lords of Her Highness most Honourable Privy Council to deliver unto me all the Letters,

Letters, Bills of lading, and Invoyces which were found in the faid Ship (being written in fix or feven feveral languages, to the end I should make true report of the contents of them, to know to whom properly the faid goods did appertain: In doing whereof I found that a great part of the faid goods did belong to the Venetians, as also to the Florentines, with whom the said Queen had no quarrel; but that the said goods were assured at Lixborn by the Fortugal Merchants. Hereupon there was a pretence to make them good prize, and the matter was long debated, and at last refolved that the parties should have restitution of their goods, the rather for that the

Portugals were great losers many ways: Which was done accordingly.

The losses which ordinarily, according to the seasons of the year happen upon the Seas are unknown: The like is more or less, with men of War, Enemies, Pirats, Rovers, and Thieves, especially with men of War in times of hostility (as it is in Losses to be well considered). times of Peace by Pirats, Rovers, or Thieves) which are affailing Thieves: For other-well confide-red of in the wife if there be Thieves on Ship-board within themselves, the Master of the Ship is to behalf of the answer for that, and to make it good, so that the assurors are not to be charged with assurors. any fuch loss; which sometimes is not observed. As fraudulent assurances and the loss of stolen goods within Ship-board, doth not concern the assurors: So likewise the fault of the Pilot is to be confidered on their behalf, by the Laws of Oleron, after that the Pilot hath brought the Ship in fure Harbour, he is no further bound or liable: For then the Master is to see to her bed and her lying, and bear all the rest of her burthen, charge, and danger. So that if before the come into the Port or fome fafety, Laws against then, charge, and goods perish or be spoiled, the Pilot makes good the same; yea, if his unskilful Piether she or goods perish or be spoiled, the Pilot makes good the same; yea, if his unskilful Piether she or goods perish or be spoiled, the Pilot makes good the same; yea, if his unskilful Piether she or goods perish or be spoiled, the Pilot makes good the same; yea, if his unskilful Piether she or goods perish or be spoiled, the Pilot makes good the same; yea, if his unskilful Piether she or goods perish or be spoiled, the Pilot makes good the same; yea, if his unskilful Piether she or goods perish or be spoiled, the Pilot makes good the same; yea, if his unskilful Piether she or goods perish or be spoiled, the Pilot makes good the same; yea, if his unskilful Piether she or goods perish or be spoiled, the Pilot makes good the same; yea, if his unskilful Piether she or goods perish or be spoiled, the Pilot makes good the same; yea, if his unskilful Piether she or goods perish or be spoiled, the Pilot makes good the same; yea, if his unskilful Piether she or goods perish or be spoiled, the Pilot makes good the same she was a present the same she was fault or ignorance be so gross, that the company sees any manifest and present wrack to all thereby, then may they lead him to the Hatches and strike off his head.

Moreover, if without apparent danger, some of the skilfullest Mariners deem that a Pilot is not so skilful, as he maketh boast or profession of, then shall he both lose his hire, and double the same to the Admiral and Master, or else (by the Law of Denmark) pass thrice under the Ships Keel. And also if a Pilot hired for a Voyage be not ready against the day, he shall not only pay the Master and Merchants damage or flay; but also the fraight that is lost thereby, except sickness or some very lawful

excufe qualifie the fame.

The like consideration must be had in the contribution made to satisfie Pirats; for if Ship or goods be redeemed from a Pirat, the contribution must be paid by all, because the redemption is made for the fafety of all. But if the Pirat be once Mafter of all, Contribution the redemption is made for the fafety of all. But if the Pirat be once Mafter of all, Contribution the redemption is made for the fafety of all. and yet take but some special goods, whether from Ship or Merchant, and not as a contentation for sparing of the rest: In this case because the remainder is not assured thereby, but freely spared, no contribution is to be made for the taken goods, to charge any assurer with any part thereot; for oftentimes Pirats take but things at pleasure and not of mind to spoil. But now a days commonly it is taken and supposed otherwise, howbeit beyond the Seas the loser of the goods so taken, beareth his own loss unless it be assured. It was so judged by a pack of Stockings taken (out of a Ship of Amsterdam bound for Sanlucar) by the Moors of Barbary, in the year 1589. and the affurors paid accordingly, who had affured only upon that Pack: Whereas if it had been cast into an Averidge to make all the assurors of that Ship contributary, the faid affurors had been much eased. And it is therefore to be observed, and the contribution Law of Oleron is, If by the losing of any cast goods, or upon any needful occasion the for spoiled remaining goods be spoiled, either with wet or otherwise, a contribution shall be made proportionable for fo much as they are made worfe.

Again if it be needful to lighten a Ship, for her easier entry into the Harbour or Contribution Channel, two parts of the loss fall upon the Goods, and the third part upon the Ship, for lightening unless the Ship is more worth than the lading, and that the charge of goods be not the cause of her inability to enter, but some bad quality proceeding of the Ship it felf, or that otherways it be provided in the Charter party, that the goods shall be fully delivered at the Port covenanted and appointed for them. Condition makes

Law, which concerneth the Affurors also to look unto. In which case it is also to be observed, that if by occasion of lightening, the goods which are in the Boat or Lighter perish, the Ship and the Goods remaining on Ship-board shall make good the said loss. But on the contrary, if the Ship and Goods remaining perish, after the Lighter is once safe, no contribution shall be set upon the goods in the Lighter, because it is a certain rule, that goods are liable only to contribution, when Ship and Goods come safe to the Port.

Contribution for Pilots.

Item, Contribution should be for the Pilots see, that hath brought the Ship into an unknown Port for her safeguard, as also to raise her off ground, when the sault is not in the Master.

So is it when two Ships rush and cross one over another, and the Company swear, that it lay not in their power to stay the same, contribution must be made for the reparation of both their losses; but not so if one of them perish, for which, an Action may be brought against the negligent Master or Mariner, who did make her losse. And therefore is such a chance do happen in the day time by a Ship under sail, against a Ship riding at Anchor; then the Master of that sailing Ship, shall make good the damage and hurt of the other, to the uttermost: And the like shall be done, if in the night, the riding Ship do put forth Fire and Light, or make any crying to forewarn the other.

First come, first served.

It also appertaineth to this Argument; If some sort of goods, as Salt, or Corn, be laid on heap by divers Partners in one Ship, without distinction, and that the Master deliver to any of them their due measure, and before the rest receive their measures, the remaining Salt or Corn washes or loses; he that had the hap to be first served, enjoys it fully without any contribution to the Partners: Because when these goods were put into the Ship, it was delivered to the Master, Tanquam in creditum, and so he is become owner, as of Money lent, which men are not bound to redeliver in the self same pieces, but in value or such like Coin, except there be some condition past to the contrary. And albeit this is not to be imputed unto the Master as a fault, yet if he that receiveth a loss thereby, will bring in this as an Averidge, and charge the Assurers with contribution, it is unjust, for the reason aforesaid; and the Master must of necessity deliver to one man before another. And therefore in the next Chapter we will set down the manner of execution for contributions, otherwise called Averidges.

Letters of Mart. ;

Concerning the danger and adventure of Letters of Mart, or Contremart, Sive jus Reprisaliarum, or Letters of Marque, every one knoweth that men having these Commissions or Letters from their Prince, are very vigilant in all places to surprise Merchants Ships and Goods; for in this one extremity doth enforce another extremity, when a man is oppressed with robbery, spoils, and violence on the Seas, by men (falsily professing friends) in such fort, that no petition, intercession, or travel, can procure a mans right, but that the subject of one Prince hath open denial of justice, or restitution of goods cannot be had at the hands of a subject of another Prince, nor of the Prince himself, who should suppress injuries and wrongs: Then (because such unjust dealing do import just cause of hostility and warfare) may these Letters of Mart be procured, to the end men may have restitution or recompence of their losses, especially, because their proceedings seem to denounce a War without any Proclamation, shewing unto other Nations the like distalful favours as they shew unto us, which are allowed to be done by Customs, Reasons, and also by Statute Law in Scotland, and afterwards in England: The Affurors therefore cannot be favoured herein.

Detainments of Princes-

* The next is Arrests, Restraints, and Detainments of Kings and Princes, and of all other Persons happening both in time of War and Peace, committed by the public authority of Princes, as also by private Persons, both ways dangerous.

Priviledged Ships, There are in all Countries Priviledged Ships and Boats, serving the Countrey or the Prince, which have great Prerogatives, and are free of Impost and Customs, and

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not subject to Arrests; therefore the Assurors are not to care for them, for they are to ferve the Prince: And all Ships are subject to this service upon command, and if they refuse, their Ships are forfeited by the Sea-Laws: Therefore in these cases the favour of the Admiral is always required. It is an ordinary matter in Spain and Portugal, to make an Embargo upon all Ships, at the departure of the West-India Fleet, or the Carracks for the East-Indies; and many times upon other occasions, whereby Merchants Ships being laden are much hindered, especially, if it be with Wines, Oyls, Railons, and fuch like perishable wares. Now if the owner of the goods, shall think that his wares do perish, lying two or three Months laden, or if it be Corn that may become hot and spoiled; he may renounce these Goods or Wares to the Affurors, and thereby bring a great lofs upon them. Yet neverthelefs he shall not need to abandon the Goods, for by the Policy of Assurance it is always provided, A provise in that in case of any missortune, it is lawful for him, his Factor or Assigns, or his Ser-Assurance, vants, or any of them, to sue, labour and travel for, in and about the defence, safeguard, or recovery of the Goods, and any part thereof. And that the Assurors shall contribute, each according to the rate and quantity of the fum by him Affured. So that albeit, that it do fall out that the goods be not utterly lost when the Ship is cast away, the Affured must recover his whole Money; because he hath authority by the Policy of Assurance to recover them, or any part of them, as aforesaid, and he is afterwards to yield an account thereof, for fo much as doth concern every man ratably: Otherwife the Assured shall be discouraged, if by those means he should make his Assurance intricate and subject to all cavillations, and to the interruption of so necessary and laudable a Custom, as the matter of Assurance is. Therefore, as in the matter in hand, we have a care for the Assurance, that they should not be deceived by those that cause Assurances to be made: So on the other side, we would avoid to minister any occasion whereupon they might become quarrelsom, but that all should be left to the Commissioners determination, who are (or should be at the least) best able to examine the premisses.

Now concerning the Arrests of particular Persons, upon Ship or Goods the Assu-Arrests upon red can make no renunciation to charge the Affurors with any loss either in the total or part, because upon caution given to answer the Law, the Ship or Goods Arrested are instantly cleared in all places, either here or beyond the Seas, where the Arrests are made, wherein the Jurisdiction of all Courts for Sea-saring causes are very careful to fee expedition used.

Barratry of the Master or Mariners can hardly be avoided, but by a provident care Barratry of to know them, or at the least the Master of the Ship whereupon the Assurance is made. the Master. And if he be a careful man, the danger of Fire above mentioned, will be the less; for the Ship-boys must be looked unto every night and day. And in this case let us also consider the Assurors; for it hath oftentimes happened, that by a candle unadvisedly used by the boys, or otherwise, before the Ships were unladen, they have been set on Fire and burned to the very keel, with all the goods in them, and the Assurors have paid the sums of Money by them Assured: Nevertheless herein the Assurors might have been wronged, although they bear the adventure until the Goods be Landed; for it cometh to pass many times, that whole Ships ladings are fold on Ship-board and never discharged, because they should avoid the paiment of Customs and Imposts, and therefore they will break no bulk, but depart from some other place viz. Ships laden with Gascoyn Wine do come from Middleborough to London, which have been bought by the great, and either the feller of the Wines doth bear the adventure of the Seas, or the buyer. So every year there are divers Ships which come from Norway laden whith Dale-boards, Planks, Masts, and the like Commodities,

which being entred into the River of Thames for two or more days, will depart again for Spain, or some places in the Straits, according as they have made their bargain with the Merchant: In like manner divers other Ships laden with other Commodi-

es, upon the like bargains and contracts, will make further Voyages, and not discharge

A case to be considered in Assurances.

in the place where it was first intended and named in the Policy of Assurance. Now it after such a bargain made, the Ship and Goods (either by Fire, or any other misfortune) do perish, the Assurors are not to answer for that loss, notwithstanding the general Words (And of all other Perils, Losses and Misfortunes whatsoever they be, and how-Soever they shall happen or come, to the hurt and detriment of the Goods and Merchandises, or any parcel thereof) contained in the Policy of Assurance as aforesaid. I hold it also convenient to advertise the Assurors of a cause of mine own experience: In the year 1589. I cauled the Ship of Monsieur Gourdan governour of Calais to be fraighted for Lixborn, and to return back again to Calais or Lond The said Ship (being arrived at Lixborn) was laden with Sugars, Pepper, and other Commodities to return for London; whereupon I caused six thousand Front Crowns to be Assured at Roan. It happened that the said Ship was cast away upon the Coast of France, in coming homewards, and all the goods were utterly lost; whereupon intimation being made to the Affurors. I fent to the Commissioners of Assurances at Roan, all my proof concerning the lading of the faid Ship, hoping to recover the Money Affured; but upon examination of the Bills of lading, declaring truly the quality and quantity of the Goods, my Factor of Lixborn (confidering the dangerous time of War, and my dwelling in London) left the place of her discharge in Blank, and by letters overland gave me notice of it, which was made apparent to the faid Commissioners; yet nevertheless (after the examination of the Sea-Laws and Customs, and the Paracer had of all experienced Merchants) it was fentenced against me, and the Assurors were cleared, and made only a restitution of Money received by them for their Premio, and every hundred pound for their subscribing to the Policy of Assurance, to my very great loss. To this purpose doth appertain another property of Assurances, which happeneth,

when Merchants cause a greater sum to be Assured than the goods are worth or amount unto, when they are laden into any Ship which is expected homewards, making account that their Factors will send them greater returns than they do: In this case the Custom is, that those Assured that have last subscribed to the Policy of Assured custom Assured that the season and adventure at all, and must make restitution of the Premium in Assurances, by them received, abating one half in the hundred for their subscription, as in the case aforesaid, and that this is duly observed, and so a Law not observed is inferiour

to a Custom well observed.

To conclude the point of Policies of Assurances, let us note, that of necessity it is required as a consideration precedent, that the Assurance acknowledge themselves to be satisfied of the *Premium* of Assurance, at the hands of the Assured, or any other who doth undertake to pay them: Which beyond the Seas is commonly paid within six Months, because that Merchants Assuring each to other, may rescounter their *Premioss*, in the accounts kept thereof between them; for herein is used great trust and considence between them: And this appeareth also by every mans underwriting in the said Policy of Assurance, in these words, I.A.B. am content with this Assurance (which God preserve) for the sum of one hundred pounds. Lendon this 10 of August 1620. Sc. according to the sum and time.

CHAP.

CHAP. XXVI.

Of the manner of Contributions or Averidges.

AVING intreated of Contributions or Averidges in regard of Affurors, now it behoveth us somewhat to speak of the manner how this is executed and performed; by some called Scot and Lot. In the case of casting of Goods in tempestuous weather, for preser-

vation of Life and Goods, the Master is to consult with the Mariners, and if they consent not, yet the Master may cast some Goods, if the storm continue: But if the Merchant be present, let him begin to cast, saith the Law of Oleron, and next the Mariners who if they imbefil any part to their own use of that

which should be cast, are to answer the double.

When the Master shall come on Land, he must (with the most part of his company) fwear that he did cast the said Goods, for no other cause, but for the safety of Ship, Goods and Lives, which are to be cast into an Averidge or Contribution upon Ship and Goods, whether they be burden for of small volume, as Money, Jewels or such like, not being weighty; things upon a Mans Body, Victualls, and such like excepted.

But here ariseth a question, whether Goods laden above the overlope, or forbidden Goods to be transported, shall be answered by Contribution. Sure if such Goods happen to be the cause of any danger or damage, the Master shall bear the loss, and also criminally be prosecuted. But if Goods unadvisedly (without consent of the Owner) be cast out on the sudden, the Owner may upon his conscience of teem them to the very value, because the company (by their rash proceeding) hath lost the priviledge they had to esteem and appraise the said Goods.

Also any Ships, gear, or apparel lost by storm, is not within Averidge, and accounted like unto a workman breaking or spoiling his tools, or ordinary instruments. The like is for Goods cast, which were brought within Ship-board, without the

Master or his Pursers knowledge.

In the rating of Goods, by way of Contribution, this order is observed, if they chance to be cast before half the Voyage performed, then they are to be essemmed at the price they cost; if after, then at the price as the rest, or the like shall be fold at

the place of discharge.

The Person (whose Goods have been cast) is to be careful to have the same estimated before the Ship do discharge, and to deal with the Master for that purpose. For the Law doth intend that the Goods delivered to him, are not only as a pawn or pledge for his fraight, but also bound to answer all such Contributions and Averidges that may happen; and therefore the Master may put his helping hand thereunto, until satisfaction be made, albeit that commonly the keeping of other Mens Goods are not allowed.

Herein let us consider of things taken upon the Sea, which are of three forts: The Three forts or first we have already noted to be Goods taken by letters of Mart, by Jus reprefaliarum; manner of the second are taken from Pirats or Sea Rovers; and the third from professed enemies. Goods taken upon the Sea. Touching that which is taken from Pirats, seeing they be Goods which they have wrongfully taken from others, whether they be found in their own or their fucceffors possession; these are esteemed to be a just Prize or prey to any taker of them, so that account be made of them to the Admiral. And in case where the taker doth find the Goods of his Friend or Countryman with the Pirat, it is reasonable that restitution be made, upon good confideration of the charge and danger fustain'd concerning the same.

If a Ship or Goods be taken from a protested enemy, it is to be proceeded in according to the Authority whereby it was taken. But if Goods be taken by a professed enemy, and afterwards the faid Goods are taken again from him, and the true Owner doth

claim them, it ought to be restored to the Owner; for the Law taketh these Goods

to be as received, and not taken, yet with good recompence for them.

But when such Goods become a lawful Prize to the taker, then the Admiral is to have his tenth part, according to the offer which Abraham made unto God, of the spoyl which he took of the five Kings) and the remainder of the Goods so taken, is to be proportionably divided between the takers, or according to the composition formerly made. In these cases there is always a favourable consideration to be had: Which is the cause that if two forrein Nations be at War, and the one take a Ship from the other, and bring her into a Port or road within the bounds of a neutral Nation, alike friend to both, then may the Admiral of that Nation ordain that Ship to be restored to her Owner, and the Persons captive to their former liberty, even as if she had been brought back to her own Port or Country again.

CHAP. XXVII.

Of the particulars to be observed in Assurances.

H E observations to be considered of in matter of Assurances, are very material for every Merchant, and deserve a particular Chapter in this Treatise, which I have compiled according to the circumstances of the things themselves, for the Assurances benefit.

r. The first I have touched in the Party who causeth the Assurance to be made, both for his honest dealing, and whether he be a friend to the

State or Kingdom for the reasons aforesaid.

2. To know the Master of the Ship and Mariners to be honest, and of experi-

ence, to avoid the danger of Barratry and other accidents.

3. To take notice of the goodness of the Ship, and of her sailing, especially making her Voyage alone, or in company of other Ships: Whether she be old or new built, and the price of the Assurance to be accordingly.

4. To know by the Map or Sea-cards, the distance of the Place or Country

where the Ship is to fail, and the dangers of known Rocks and Sands.

5. To have a regard what wind must serve, and the true reason of the year, which maketh a difference in the price of Assurance; as for example, an East, or North-East Wind driveth from the land for Spain, which is less dangerous; and receiving six or seven pro ciento, when a Western, or North-West, or South-West (driving from thence upon the Land) is to give seven or eight pro ciento: In Winter two in the hundred more than in Summer, unless it be by calms in places dangerous, as now in the Streights for the Turkish Pirats and without it, the Moors of Barbary, or other Thieves. So Ships going for Eastland against Winter, will give two in the hundred more than in Summer. The like for Ships bound for several Ports more subject to casualties, &c.

6. To confider of the places of Hostility, where the Ship must unlade or touch, the danger of general or particular Embargos of Ships, the likelihood of detain-

ments of Kings and Princes.

7. Not to Assure for unlawful places of trade, or questionable between Princes, as Guinea and there about the West-Indies; unless a good premio be given, as in a

manner upon adventures lost or not lost.

8. To know upon what kind of Goods you do Assure, whether upon Wines, Oyls, Salt, Raisons, and such like corruptible and perishable wares, or upon other staple Commodities, as Clothes, Tin, Lead or Silks, &c. not subject so ordinarily to Averidges and contributions as the other.

2. To know what Ordnance and Munition the Ship is provided withal, and not

to Assure upon the bottom of the Ship, but with good Advice.

10. If you affure upon any particular Goods marked, to know whether they be laden in the bottom of the Ship, and there is danger of wetting and spoiling; if above in the Ship there is danger of Pirats, or of casting over-board; about the middle is best.

11. To be advised not to assure beyond the limitation of your knowledge, by the means of others, or from Lixborn to Brafile, or from Venice to Tripoly, or such like Voyages, whereof you cannot conveniently have notice from time to time.

12. Lastly, to be provident in the contributions and averidges, to answer for no more than is your due to pay, and to have an inspection of the Bills of lading, if doubt be made of the Commissioners sufficiency or knowledge in cases of this nature.

The Assurance upon the lives of Men (whether Aged or Young, of good qualities and Diet, of Disposition Gentle or Quarrelsome, a Traveller or a Dweller) being fomewhat extraordinary, every Man is best able to consider of it by the acquaintance of the persons.

CHAP. XXVIII.

Of the manner of Proceedings for Assurances, in case of Losses.

HEREAS the Policy of Affurance remaining with the Affured,

is registred Verbatim in the Office of Assurances, to the end that if the same should happen to be lost, yet by the said register the party may recover of the Assurors the several sums by them Asfured; as also because if any news do come of the casting away of the Ship, the Assured may come to the Office, and cause intimation to be made to the Affurors, and to every one of them in particular, of fuch a lofs, which is also recorded there accordingly, expressing the time when this intimation is made: And in case of Assurance made upon lost or not lost, the very hour of the day is to be set down, whereby (it there were any fraud) it may fooner be detected. And if the Affured doth think convenient, either for that he hath almost affured all the value of his Goods, or that he would have the Affiftance of the Affirors, when there is hope of recovery of any part thereof, or any other cause which may move him:

Then I say, the party assured may make renunciation of all the Goods to the As-Renunciation furors, and he shall come in as an Assuror, for so much as shall appear that he hath of Goods. himself born adventure of; and the Assurors are to be contributaries to the charges of the pursuit, and they may joyntly argue therein, and appoint their Servants or other Persons to follow the same: And this renunciation is also recorded in the said Office accordingly. But if afterwards it shall be found, that the Assured hath made Assurance, or caused himself to be Assured for more than the Goods laden for his account did cost; then the last Assurors which have subscribed to the Policy, shall enjoy the the benefit thereof, as hath been declared. For by the Custom of Assurances it is intended, that to avoid cavillations, every Assuror shall be bound Ipso facto to the faid Assurance, having a respect to the augmentation of Traffick and Commerce, according to the Maxim, It is better to suffer a mischief than an inconvenience, the mischief being attributed to one or some particular Persons, and the inconvenience to the whole Commonwealth in general.

Hereupon the party assured doth procure his testimonials, witnesses, or any other evidences concerning the faid lofs, declaring the manner and place, the cause, with all

A Turces.

Circumstances, either by Examination in the faid Office of Assurances, or in the Court Proof of the of Admiralty, with all such other proof as by Letters and all other means he can attain unto. All which he hath ready, or bringeth into the Office together with the Charter-party of fraightment, if he have the same; the Policy of Assurance, the Bill of lading, the Invoice of the goods, the Factors letter of lading, wherein the Bill was inclosed, or any other letters made for the declaration and manifestation of all the matter in question: which are all examined by the Commissioners for Assurances at feveral appointed days for hearing procured by the Assured: at which times also the Assurors are warned to appear, and record is made also of their meetings and proceedings. And herein is to be observed, that it may many times happen, that the Assured hath caused some Assurance to be made in some other place upon the said goods also. Therefore the Commissioners (if it be by the Assurors required) may examin the Assured thereupon by Oath, and then deal therein as they find cause, according to the Custom of Assurances.

> To abbreviat the questions which the Civilians have made concerning this Argument of Assurances, writing De assicurationibus, I have thought good to let every Merchant understand, that observing the form of the Policy of Assurances, with the obfervation before declared, all the faid questions will be prevented: And to prove the

fame by demonstrative reasons, upon every question alledged as followeth.

An Abridgment of Questions of Assurances.

7 Hether an Assurance made upon a Ship named, is to be underflood of the Ship or of the Goods laden therein, or upon both? Answer. When the name of the Ship is expressed according to the said Policy of Assurance made upon the very keel of the Ship of such a burthen, there is no Man endued, with reason, that will attribute this Assurance to extend to the Goods laden in the Tame much less to both, when the Ship is only named, and no Goods at all.

Whether an Assurance made upon 1000 Hides laden in such a Ship, from such a place to fuch a place, be good, without naming the feveral forts of Hides laden therein? A. In all Policies of Affurances the words run general upon the principal wares.

and all other Commodities or Goods laden or to be laden by fuch a Man, for the account of him or any other; and fo this (general) includeth all particular things, which when Assurance is made upon them are named and specified, as hereafter is also declar'd.

Whether upon uncertain things to be laden, the Assurance be good?

A. When Assurances are made upon goods laden or to be laden, as aforesaid; the faid Affurance must needs be of validity: For the word Goods and Merchandifes comprehends all uncertain things vendible: And if it were some particular thing, it is always expressed.

4. Whether an Assurance made upon one tack of Wooll be good, when there is

many facks of Wooll in the fame Ship?

A. The question is prevented by the Custom of Assurances, which is, that an Asfurance made upon any particular Goods must be declared by the particular mark of the Goods belonging to fuch an Owner, or any other; and if there be more of the faid mark, the number therefore is added: And if the number were alike, the weight may distinguish the same; whereby the one sack being thrown over board for the fafeguard of the Ship and Goods, may be cast into a contribution; or being taken by Pirates, the Assurors are to pay for it. So this question is frivolous, as many other are, and breedeth but contention to imbibe Merchants brains with them.

5. The like is when Assurance is made upon Commodities or Goods without name or not naming the number, weight, or measure, but expressing the mark of all Goods

laden or to be laden, as aforefaid.

6. Whether the Assuror is to have his P remio or Salary upon a conditional Assurance, or not?

A. There is no conditional Assurance made, but with exception of some Adven-

tures not to be born by the Affuror, which are not comprised in the Policy of Affurance, and therefore the *Premio* is due to the Affuror.

7. Whether an Assurance made is to be understood of the first Voyage which the Ship doth make after the Assurance is made, and the Ship appointed for lading.

A. This is to be understood always of the first Voyage, unless there were a declaration of a second Voyage in the Policy of Assurance: And therefore I have noted a Caveat for Assurance, to be careful how they cause other Men to assure for them in remote places, not to make them lyable to two Voyages for one Assurance, nor to be subject to a second Voyage when the first is performed, but to be vigilant in their assions.

8. Whether an Assurance made for the tempest of the Seas, be also to be un-

derstood for Thieves or Robbers upon the Seas?

A. The general and ordinary Policy of Affurance, containing all Adventures, sheweth, that the Affuror is to bear the Adventure of both these; and if it were otherwise in particular, it must be declared. So that his distinction is vain.

otherwise in particular, it must be declared. So that his distinction is vain.

9. The like may be said to the question, Whether an Assurance made by stipulation be a Contract or not; or whether it be conventional or conditional? Wherein

this distinction is of no moment.

10. Whether an Affuror having paid the Merchant for Goods lost, by him affured, may afterwards if the Goods were found again or recovered, restore the Goods

to the Merchant, and call for his Money which he paid, back again.

A. It appeareth plainly by all Policies of Assurance, that the Assuror doth condescend that the Merchant shall have full Power and Authority, by himself, or his Factors and Servants, to sue for the recovery of the Goods, and that the Assurors shall contribute to the charges, pro rata, of their sums by them assured respectively. But the Merchant is not therefore hindered to recover the Money of the Assurors, neither can one particular Assuror have all the Goods; for the Merchant relinquishing the Goods to the Assuror, reserveth always his part therein which he hath not assured which he detaineth in nature of an Assuror; so that the Assuror hath not convenient means to perform the contents of the question, nevertheles if the Merchant will, he may buy the goods so recovered of the Assurors, as they can agree; but then is the question altered, and not the same.

11. Whether an Affuror is to answer any hurt or damage done unto the Goods by

Mice, Rats, or any other Vermin, especially Moths?

A. By the Policy of Assurance, that Assuror is to answer for all damages, detriment, or hurt which shall happen to the Goods after his underwriting: But if he can prove the damage was before done in the ware-house or other place, he is not bound to answer the same.

12. Whether Goods lost in the Ship-Boat, being unladen out of the Ship, or being to be laden into the Ship, shall be answered by the Assures; or what may be

laid to the charge of the Assurors by contribution?

A. This question consistent of two points: The answer to the first is plain, according to the Policies of Assurances, where it is specified, that the adventure shall begin upon the Goods laden in any Boat, Vessel, or Crayer, to be laid aboard of such a ship, or being discharged out of the Ship, the adventure to continue till the Goods are safely landed. But to the second the answer is not so plain, because it dependeth upon the Sea-Law, and must be considered accordingly. For as we have noted in the Chapter of contributions, if by occasion of Lightning, the Goods which are put into the Boat or Lighter perish, the Ship and remaining Goods in the Ship shall answer for the same. But on the contrary, if the Ship and remaining Goods perish after the Boat or Lighter is once safe, no contribution shall be on the Goods in the Lighter; for the Law is, that the Goods shall only be liable to contributions when Ship and Goods are safely arrived to their intended Port of discharge. According to this rule is the Assurance answer for contribution pro rata, of the sum by him assured.

13. Whether Assurance made for Piratsisto be understood also for Thieves who

by night steal the Goods from the Ship?

A. The answer is so evident, that both the one and the other is comprised in the Affurance, as there needeth no other explanation.

1.4. Whether an Affurance made at one time upon Goods to be bought and intended to be laden, and afterward found not to be bought at the same time, but at ano-

ther time, doth bind the Assurors to pay the loss?

A. This question is worthy the consideration, and doth meerly consist in the obfervation of time, and not in the buying of the Goods, although it be so propounded; for the time maketh great difference in the Assurance, as I have noted before. Goods laden in the Summer are not in adventure comparable to the Winter, when storms and tempells do arife; and therefore are not the Assurors to be made answerable to this Assurance; for the Custom herein is clear, and concurring with the Law of Oleron, and therefore not comprised in the tenor of the Policies of Assurances: Which is the cause also that Assurors are to have a special regard to the Masters of Ships, whether they be vitious or diligent: For the Love of Women and Wine maketh them to lose the opportunity of time; fo that by contrary Winds their Voyage is retarded, and which was to be made in Summer, falleth out to be in Winter, fulject to eminent dangers and losses, whereunto the Assurors become liable, as is declared, whether it be accident misfortune, casualty, rare successes and negligences of Masters and Mariners, unlooked for and hapning in strange manner suddenly.

15. Whether an Assuror be liable to the adventure of Goods Shipped from one

Ship into another.

A. Sometimes in Policies of Affurances it hapneth, that upon some especial consideration this clause forbidding the transferring of Goods is inserted, because in time of Hostility or Wars between Princes, it might fall out to be unladen in such Ships of those contending Princes, whereby the adventure would be far greater. But according to the usual Assurances which are made generally without any exception, the Affuror is liable thereunto: For it is understood that the Master of a Ship without fome good and accidental cause, would not put the Goods from one Ship into another, but would deliver them (according to the Charter-party) at the appointed place: Which is the cause that when Assurance is made upon some particular Goods laden in fuch a Ship, under fuch a mark, the Policy maketh mention of the Goods laden to be transported and delivered to such a place by the Ship, or by any other Ship or Vessel, until they be fafely landed. So that in all thefe and the like the condition make the Law.

16. Now there is a question, Whether an Assuror is answerable to the Assurance. of Goods to bear the adventure if no Goods were laden, or but part of the Goods.

A. If a Man do bind or oblige a thing to be found in such a place, and it is not found there; every Man knoweth that the faid thing tied to a local place, cannot be bound thereby, because it is a body named without substance, and not in Rerum natura, and there will be understood a privation without being, and where there is not Materia & forma first, there can be no privation. But if part of the Goods were laden, then the Assurors are liable for so much as that part of Goods did cost or amount unto: Al-Custom to be beit that in this (as I have touched before) Custom is to be preferred above Law; for above Law in the Civil Law (if there be many Affurors in a Ship upon the Goods laden therein)

this particular.

maketh all the Affurors liable pro rata, as they have affured according to the faid part of Goods laden, if a loss do happen; or if there be cause to restore the Premio, or Salary of Affurance in part. But the Custom of Affurances doth impose the loss upon those Assurors which did first underwrite, and the later under-writers of the Assurors do not bear any part of the loss, but must make restitution of the *Premio*, and referve only one half upon the 100 th, or 10 ft. for their underwriting in the Policy of Affurance, as is observed. The Civilians therefore have noted, that in Affurances the Customs of the Sea-Laws, and use amongst Merchants is chiefly to be regarded

In like manner, if a Ship bound for a certain Port, being at Sea, be-driven back to the fame from whence it departed, and by tempest be cast away, the Assurors are to answer the damage of the Goods laden therein, for fo much as they did Assure, as they do in

other casualties. Assurors therefore are rightly exempted by the Divines and Canonists, to be no manner of ways Usurors, taking a benefit by Contract, &c.

The matter of loss being well examined and made plain, the Commissioners then with a mature deliberation do fet down their determination and fentence, that the Affurors shall pay every one the Money by him assured; and if thereupon any one do deny to make paiment accordingly, then (upon Certificat to the Lord Mayor of London, and some of the said Commissioners made of his resusal) they have by Act of Parliament (as aforesaid) authority to commit the said Assuror to Prison, there to remain until he do pay or fatisfie the faid fentence or final decree, which no Man of any Credit will incurr. And thus is this laudable Custom established in England; and beyond the Seas they are compelled by the Magistrats to perform the like ordinances or sentences pronounced in the like cases of Assurances.

CHAP. XXIX.

Of Shipwreck, and things found upon the Seas.

HE Merchant or the Assured, together with the Assurors have great cause of encouragement to look after the Goods of a Shipwreck, for there is no forfeiture of the faid Goods; but with all Humanity every Man is bound to aid them thereunto, and whosoever steals any such Goods, he shall pay fourfold to the Owner thereof, if he be pursued within a year and a day, and as much to the Prince or Admiral: Wherein the Sea-Law is so strict, that the stealing of a nail or the value thereof maketh the party Guilty to the rest of the Goods. So that by the Ordinance of the Emperour Antonius, the Thief or Robber of fuch Goods should be beaten, and banished for three years; or if were he of base condition, scourged to the Gallies: For he that will not help such distressed Men, shall be counted as a Murtherer. And therefore may no Man hinder Ships to tie their Ropes, or lay their Anchors on land. And therefore did Hadrian the Emperour ordain, that all Men having possessions on the coast, should attend carefully upon fuch chances, otherwife they to be answerable for all things missed by Robbery or stealth.

If no Man in due time claim such a wreck, then it belongeth to the Prince or Admiral, and any action for Shipwreck must therefore be commenced within a year and a

Wherein also is to be noted, that if the Ship only perish, and the Goods be saved, then the Goods shall pay the tenth or the fifth, as the difficulty of the saving thereof shall require. For Gold, Silver, Silk, and the like things of easie transportation shall pay less than Goods of greater weight and burthensome for carriage, as being in greater danger, except the Master carry in his Ship to a place where he should not, and then is the Merchant free of the Masters loss. Now of things sound upon the Seas, or within the flood mark, these are of three sorts; either found on the stream floating, and then are called Floatson; or found on the Sea bottom, and drawn up from Floatson, it, and then called Lagon; or found on Land, but within the Sea flood, or cast Lagon, forth there by storm and the Water, and then are called Jetson.

Jetson.

Concerning Floatson and Jetson, whether things be cast up by Shipwreck, or else left or lost through casting in storms, the finders thereof (as some Lawyers are of opinion) should do therewith as with other Goods found upon Land, that is, to proclaim the same to be forth-coming to the true Owner, because the loser remaineth still . Proprietary of them: And if no Man claim the fame, the finder to keep the same to him-Butby the Rhodian Law, the finder hath one fifth part for the faving.

France

Allowance to Divers in the Seas.

France by the Admiralty of Rochel, they allow Pour le Droill de fauvage one third part, which my self have allowed of eighty Pipes of Oyl, and twenty two Butts of Sacks, which became Floatson out of a ship of Diepe, called the Desire, which did perish near the Island of Saint Martin de Rea, not far from Oleron, in the year 1589, the French K. Henry the fourth late deceased being then but King of Navarre. So hath a Diver for drowned Goods, one third part upon eight cubits deep, and upon fifteen cubits he hath half, and upon one cubit but a tenth; which of late years was accordingly allowed in some part of Ireland, for drawing up some Ordinance of the Ships, which of the Spanish Armada did perishupon the Coast, Anno 1588. But by the Custom now used, every Man of some quality will claim all as his own, if it cometh upon his Land, contrary to the Law of Oleron, which gives it to the finder.

If Ships or Boats are found on the Sea, or upon the Coast, without any living creature therein, and no Man claiming the same within a year and a day; then the half is allowed to the finder, and the other half to the Prince. But of late years all is left to the arbitriment of the Admirals, to consider the finder or taker with some portion for his travels, charges, and danger. And if the finder conceal such Goods, whether Anchor, Timber, Jewels, dead Men with Money or Jewels about them, he not only loseth his part, but also shall be fined at the will and pleasure of the Admiral.

loseth his part, but also shall be fined at the will and pleasure of the Admiral. If Whales, or Regal Fishes, Ships or Boats without living thing in them, be driven by force of wind and waves only to any Coast or Land, then all and wholly doth appertain to the Admiral. But in the year 1617. a great Whale being found on the Coast in Suffolk, where Sir Robert Lloyd Knight was Admiral for the late Queen Ann, his Majesties Consort, for her Lands there; he took not the benefit hereof, as he might have done, but the said Queen had the same.

In like manner, a *Deo dando* or Deodant appertaineth to the Admiral, that is to fay, the thing (whether Ship or Boat) that caused the death of a Man, or whereby a Man did perish unawares.

To conclude this point, let us remember that in causes of spoil, it is sufficient by the Laws of England, for the spoiled to prove his Goods by the mark, and the Shipwreck may not only be proved by the Persons living, but also by the Persons who were present at the preparation of their Voyage, even their own Parents and Children, if none of the Ship (broken) be alive.

CHAP. XXX.

Of Partners of Ships and Voyages.

ORASMUCH as Partners and Owners of Ships cannot be confirained by the Law to remain in Partnership, although they had made a covenant never to funder or separate themselves; therefore are there many considerations to be had and required in the same.

And first it is generally observed and accustomed, that if Owners of a Ship newly builded or bought between them. shall fall out and be at variance, the

Law of Oleron.

And first it is generally observed and accustomed, that if Owners of a Ship newly builded or bought between them, shall fall out and be at variance, the said Ship shall be employed and make one Voyage first, upon their common charges and adventures, before any of the Partners be heard to sunder and discharge their part. And after that, if they cannot agree, he who desires to be free, is to offer to the rest his part, and to set the same upon a price, as he will either hold or sell; which if he will not do, and yet resuseth to set the Ship forth with the rest of the Owners or Partners, then may they rig the said Ship at their own charges,

and also upon the adventure of the refuser, so far as his part doth extend, without any account to be made unto him of any part of the profit at her return. But they are only bound to him to bring her home fafe, or the value of his part to be answerable for, and that justly: Because Ships were made and invented in common for the use of all Men, even of them that dwell in the Mountains, as on the Sea Coasts, and ordained for failing, and not to lie idle and unoccupied. But if the Persons who have most part of the Ship, refuse to abide in Partnership with him who hath a small part, that neither he can sell his part at a price, without great loss, nor is yet able for want of means to attain or buy their parts; then are they all bound to put the Ship to an appraisement, and so to dispose of her by sale, or setting of her forth on a Voyage accordingly; by means whereof their difcord may be ended, and the Ship not spoiled. And if for want of buyers in that place, the Poor Partner can neither avoid the oppression of the Richer, nor yet the Rich satisfie the Poor Man, which may also be wilful, then may the Judge of the Admiralty or the ordinary Judge deal and decree the same, as he may do in omnibus aliis bonæ sidei actionibus: And consider of all the circumstances of the Persons, of the matter of difference, and of their motives; that thereupon he may administer justice, in giving every Man his due right.

In cases where Owners do agree, and Voyages are undertaken, there the Master of A Master plathe Ship is placed by the Owners, and they ought to make good the Masters fact and ced by the Owners. deed; so that the Mawer may lay his Action upon any one of the Owners, but the rest of the Owners shall pro rata of their portions be contributary thereunto, except the handling of the Ship be so severally divided amongst them, or that the Master hath not his Power and Commission of them all; or that the Master hath bound himself above his Commission, as if he have taken up Money to mend the Ship, when as he needs it not, or that he have no Commission at all: In which case the Lender committeth an overlight, and hath no remedy but against the Master. But if there were cause of mending the Ship, and the Master should spend the same another way, the Owner is to fatisfie the Creditor notwithstanding. And above all things, Money Lent for Victuals to the Ships company should be paid and preferred

before all other debts.

If a Merchant contracting with a Mariner that is not a Master, be therein overfeen, he must content himself, for he can have no Action against the Owners, except for a fault done by a Mariner which hath been hired and put in by the Owners.

Again, albeit that by the Sea-Laws the Owners may not purfue any Person obliged to the Master; yet are they permitted to sue upon the Masters Contract, as if they had been principal Contractors. Because herein they do represent and undertake the Person of the Master, and these priviledges are granted to the Owners for the good

of the Commonwealth, and augmentation of Traffick.

Nevertheless the Master is not bound to render an account of all to the Owners, as for Passengers which are found unable to pay: And so are not Owners bound to answer for the Masters negligence. But it is very convenient if the Owners be in place, that the Master do not let the Ship to fraight, or undertake any Voyage without the privity, knowledge, and advice of the Owners, or of fome of them, to the end many things may be advised by them, whereof the Master was ignorant.

XXXI. CHAP.

Of Moneys taken upon Bottommary, by the Master of a Ship, called Fœnus Nauticum.

HE name Bottommary is derived by the Hollanders from the keel or

bottom of a Ship, upon the parallel whereof the rudder of a Ship doth govern and direct the same: And the Money so taken up by the Mafter of the Ship is commonly done upon great necessity, when Monies must be had in forrein Countries to perform a Voyage; for the Use paid for the same is very great, at 30. 40. and 50 fro Cent. without considera-Difference be- tion of time, but within so many days after the Voyage ended. This Money is called Pecunia trajectitia, because that upon the lenders danger or adventure it is carried beyond or over the Seas: So that if the Ship perish, or that all be spoiled, the lender doth lose the Money. But on the contrary, Money letten at interest is delivered on the peril of the borrower; fo that the profit of this is meerly the price of the fimple Loan, called Usura: But the profit of the other is a reward for the danger and adventure of the Sea, which the Lender taketh upon him during the Loan, which is to be understood until the Voyage ended: Therefore if the Money miscarry either before the Voyage begin, or after the term appointed for the full Loan, then the peril pertaineth to the Borrower thereof, and not to the Lender: I mean of perils proceeding by ftorm, violence, spoil, or such like occasions which cannot be eschewed by any diligence of the Borrower. Therefore if the Borrower imploy that Money upon Commodities, and that the said Commodities become forseited for Non-payment of Custom, the I ender shall be clear of any damage thereby. It is also to be noted; That Money lent at Maritime Interest, without hazard, but upon Security, shall pay no profit otherwise than the Money lent at Interest, because the Security is given over and above for the Lenders affurance. Again, suppose it were Money not entred in the Pursers Book, and yet lent for the need of the Company within the Ship during the Voyage, if before the day appointed for the payment, Shipwreck or spoil happen, then should the loss come in contribution between them; because if that Money had been lying by the lender still unlent, it had been in common danger with the rest. But if the time appointed were past, with the perils a-foresaid, then shall the borrower pay that Money so borrowed, free from all con-

> Further, in case the Borrower detains any such Money Lent as aforesaid, beyond the time appointed for the repaying, he shall at his return not only pay the profit agreed upon before the Voyage, but also augment the same according to the longer time,

and shall pay the profit of that first condition accordingly.

Some Merchants there are that will deliver Money in nature of Thura Maritima, joyning the Use Money and danger of the Seas, either upon the Ships or Goods, all in one confideration, and so take 25 or 30 upon the hundred, at the return of such a Ship from fuch a Voyage: Wherein they have an eye to the Person that taketh up the Money, making account to be better affured by a vigilant eye upon a Merchants Traffick, whom they must trust if they will make benefit of their Moneys) rather than to deliver their Money unto another, of whose dealing they cannot give so good a judgment. As for example, they know that such a Merchant doth deal for Turky, and that in known Ships trafficking that way the deliverer of Money goeth unto him, and maketh an offer to Lend him 1000 @ for a Voyage to be made with Kerfies and Tin to Tripely, and that he will bear the adventure of that Money during all the Voyage, which he knows

tween interest Bottommary.

Locatio or

Combination of Interest Money and Affurance

tribution.

is commonly performed within the year: For (faith he you know that I am an Affuror, and you douse to Assure your Goods, and to increase your trade you take up Money at use of others in smaller sums: It may therefore be very commodious for us both to include the price of the Assurance and the use Money together; and so with the return you shall be provided to pay me again, if God do prosper the Ship and make homewards speedily: If not, I can demand nothing of you, but must be content to bear the loss with Patience. Hereupon a Contract is made betwixt them, ten in the hun- contract of dred is accounted for the use Money, and ten in the hundred for the adventure of the Interest and Goods outwards, and another ten in the hundred for the adventure of the return homewards, in conclusion there is 30 pro Cent. so that upon the return of the said Ship he is to have 1300 & within such a time as they commonly agree, be it one or two Months after. This is a good bargain for the lender, how soever the borrower of the Money may speed; for the lender hath not to do with the sale of Goods, nor with the return of them: But he will be fure that at the return of the Ship he will have his Money paid him, not only by the provenue of the Kersies and Tin which was bought with 1000 & he lent; but also with the return of all other Goods which the borrower did lade more in the faid Ship for Tripoli as aforefaid, and in like manner for other places,

CHAP. XXXII.

Of Shipping and Navigation.

NDER the name Navis is all kind of Shipping understood, and Navis gium is a general word many times used for Navigation. So that it is not of any moment to describe the diversity of Ships, as Carracks, Galleons, Galleasses, Gallies, Centauries, Ships of War, Fly-boats, Busses, and all other kinds of Ships and Vessels. But that we may understand the Sea-Laws, and Customs observed therein, appertaining to the Law-Merchant, as also those things which properly may concern Ships, as fol-

All Ships being made for failing, are to be prepared accordingly, both for goodness and fit timber, and convenient Building; as for the placing of the rudder of the Ship The Parallel upon the right parallel of the keel of the Ship, for therein confisteth a main point for of Equality. swift failing, which is found to be a great defect in many Ships partly new Built and repaired: For new timber and old mixt together doth never endure long, especially if the Ship be not repaired in time before she be much decaied, which often cometh to pass when the Owners of it cannot agree therein. The Law therefore is commendable, that if the most part of the Owners, or those that have the greatest interest and part therein, cause the same to be repaired, that he who provideth not his Money for his part within four Months after, shall lose his part to the other Owners, if he refuse to be conformable with the rest, or with his Partner in the said Ship, who did disburse the same; and moreover he is to pay the consideration of the Money also, for the time that the same was laid out.

Some make a question, whether a Ship so amended and repaired shall be taken to be the same? But it is clear, that so long as the keel of the Ship remaineth, it is still the same Ship; so is it always belonging unto the Owners of the Ship, although they had fabricated and amended the same with another Mans timber: For the selling of a Ship is not a sufficient course to alienate the same; but the quiet possession thereof must be delivered upon the sale made. And although the sale be made, and the pos-

Laire

festion of a Ship delivered at nevertheless it afterwards thall appear that some have committed Piracy with the fame, the party who loft his Goods may lay an Action to A Ship which the Ship in place convenient. Hence the proverb arifeth, that fuch a Ship cannot cannot drink of all waters. Albeit this Law is not general, no more than a Ship Griven by tempet into an Harbor or Port, is subject to pay Custom there, albeit some demand the fame, although no bulk be broken, which feemeth to be unreafonable. A contract therefore taketh his strength from the Parties contracting, and the place where it is bna do made, according to the Customs thereof. It is therefore also dangerous to traight unknown Ships, which may be subject to other Mens actions, and that in many places, where wind and weather may command them to enter; for Ships are properly reputed amongst moveables, Quia non funt immobilia.

Of Shipwrights.

Here the Shipwrights or Builders of Ships are an especial fort of Personsto be confidered and respected, called by the Grecians Naupegi; who are subject to the jurisdiction of the Admiralty, and to render an account of their skill and knowledge in the Building of Ships, to make the frame thereof comely and strong, tyth and durable, or elfe pay the penalty to be imposed upon them for all costs and damages. they are to provide good materials, and refuse to take bad stuff, as Aller, Beech trees, and fuch like spongy timber for salt water; whereunto Merchants must have a special regard, and look that no green timber be put in the work, but fuch good Oak as hath been cut down either at the wane of the Moon, or in the deep of Winter, or at fuch times as experience proveth wood to be most folid and durable: For being cut in other feafons and dried up, it becomes open to receive the water, and confequently the air, which is the cause of putrelaction in all things vegetable.

Concerning Iron they are also to have a care that it be not brittle, and that all be performed with great care: Shipping being the walls of the Kingdom of England; and Shipwrights are forbidden under pain of Treason to Communicate or make their

Art known unto Enemics or Barbarous People.

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Navigation dangerons,

From Shipping let us come to Navigation, of the necessariness whereof no Man ever doubted, and whose perils are always eminent: Insomuch that Anacharsis said, that Travellers on the Seas were no farther from death, than fo many inches as the timber of the Ship was thick or broad: According to the faying of the Satyr, Digits à morte-remotis quatuor aut septem, si sit latissima tæda. Whom Byas the Philosopher would neither reekon amongst the living, nor those who had life insused. And he was esteemed to commit a great errour, that would bring any Goods by Sea, which he might transfer by Land. Whereof more hereafter.

No Man can be prohibited to fail in the main Sea, albeit in some places (where the waters are as Royalties unto them) it be prohibited; as the Venetians do in the Adriatick Lake, and other Princes and Commonweals in their Juridictions and Commands, which hath been observed time out of mind, and is taken for a most antient mands, which hath been observed time out of mind, and is taken for a most antient

prescription.

THE T

If a Ship bound for Venice do enter into the River of Lixborn, and there deliver fome Goods or Merchandises, and afterwards entring into the Streights of the Meditetranean Sea, be driven by contrary winds to some other place or Island in the said Sailing from Seas, and then make after that his discharge at Venice, all this time of the Voyage Port to Port. is but one Navigation, and the Master of the Ship hath committed no fault, and done his endeavour if he did depart from the first Port at the appointed time by the Charter-party limited. But forafmuch that we have already entreated of his duties to the Morchant, let us in the next Chapter remember Navigation, with the Community of the Seas, and now make an abridgment of the Imperial Sea Laws of the Haunce Towns. in the state of th

CHAP. XXXIII

An abridgment of the Imperial Sea-Laws of the Haunce Towns, made in the year 1614.

AVING already in the precedent Chapters declared the Sea-Laws generally observed in all Countries, and that in compendious manner; I have thought good nevertheless to abridg in this place the Imperial Sea-Laws of the Haunce Towns, as they have been reviewed and exactly fet down by the Magistrates of all these Haunce Towns, at an assembly in the famous City of Lubeck, the 23. day of May, 1614. under 15 titles in several articles, as in the margin is declared.

No Man shall set forth or cause any Ships to be Builded in any of our said Towns, Of the Build-

unless he be a Citizen, or have obtained leave of the Magistrate.

No Master of a Ship shall undertake to Build a Ship in their Partners absence, unless he do it at his own charges, and be able to set her forth alone, upon pain of half a Dollar for every Last, to be paid, the one half to the Magistrate, and the other half unto the Poor.

The Master of a Ship is to confer with his Partners, and to conclude of what burthen the Ship shall be Built, and in what manner, to be done all in writing; and if

it be found bigger, to pay two Dollars for every Last, &c.

The Master hath no power to enlarge the Building of a Ship after she be at Sea, unless it be upon great necessity, to advance the Voyage, and for her Safeguard, other-

wife all the charges of it shall be his own.

The Owners, Partners, or the Masters of Ships shall have no power during the Building of the Ship, to give away any of the materials or Vistuals of the Ship, but to bring the same to account, unless all of them doagree thereunto, otherwise they are not to be paid for.

That with their general consent, some two or more Persons be appointed to buy all which shall be requisit to the Building of the Ship, and provision, and they to de-

liver an exact account of it by particulars, &c.

The Master of a Ship which hath been formerly for others at the Seas, shall not be Of the Ow-The Matter of a Ship which have been formerly for others at the case, married to imployed by others, unless he produce a testimonial that he is discharged from the ners of Ships,

Owners in decent manner, upon pain of 40 Dollars.

A Master being entertained, is forthwith to be Assured by the Owners, of his wages, whereby he may be able to deal with his Mariners; and the faid Owners are to do their endeavour, to make good on their parts what shall be necessary for the Voyage.

All Owners are to cause good accounts to be kept, and to deliver upon the finishing of them, publick Writings and testimonials of the Masters good behaviour, and

discharge of his undertaking, upon pain, &c.

If the Owners of a Ship cannot agree with the Master, as is fitting, they may by general consent make choice of another, and pay the said Master his wages, and discharge him: And if he have any part in the said Ship, they are to pay him for the same according to just appraisement.

Every Master of a Ship is to have knowledge of the compass, and to be able to go- of the Mavern and direct the same, and to hire his Mariners accordingly; or in default there- hers office.

of to be punished for his presumption and undertaking.

and Mafters.

To

To provide Mariners of experience, and that the Ship be not overladen, nor too light laden, but to have his due ballast, and to have his Cabin and overlop clear.

That he be on Ship-board every night, and upon special occasions being absent,

he may leave his Mate and other that may supply his place.

That they do not too much meddle with Merchandise or Trade, whereby they shall be hindered in the due care of the charge of the Ship.

The Master is duly to pay the Mariners wages, without any abatement, unless it

be for Moneys lent them before, or cause to pay any thing to the Owners.

The wages due to Mariners for places near at hand, are to be paid but by two payments; but for remote and long Voyages, in the three payments; one at the departure, another upon the unlading of the Goods, and the third upon the ending of the Voyage, by equal portions in third.

If a Master upon some reasonable occasion will discharge his Pilot, either upon the

unlading or relading, he is to pay him full wages.

If Mariners be unruly, and give occasion to hinder the Voyage any way by their misbehaviour, to be proved by two other Mariners, the Master may set them on Land, or cause them to be punished according to their demerit.

If Mariners will not testifie of their fellows misbehaviours, the Master upon his

Oath shall be believed, and the Mariner to be punished accordingly.

If a Master do conceal the offences of Mariners, he shall forfeit and pay fifty Dollars, half to the Magistrate, and half to the Poor.

If a Mariner should kill another, the Master is to keep him in Irons until he bring him unto the first judicature to be Judged, &c.

If a Pirat or Thief shall come aboard, and the Mariners are willing to defend the same, and yet the Master will not fight, this Master shall never be put in trust any more, nor have credit as an honest Man, nor be suffered to dwell in any of the Haunce Towns.

If a Master be put in trust to bring over Pearls, pretious Stones, or Money, which are wares of no volume to pay fraight, but a confideration; the Master is to have the fourth part of it, and the other three parts are to be the Owners.

If the Master being part Owner, will sell his part, or cause his Owners to pay dear for it; the faid part is to be valued by indifferent Persons, and the Owners or some

of them are to pay accordingly.

If a Master without cause will sail in another haven than he is fraighted, and loss

do happen, he shall answer the same of his own means.

If a Master shall sell the Ship and the Merchants Goods, and run away, he shall not remain in any of the Haunce Towns, and shall be pursued to answer for the same to the uttermost by all means.

If by contrary wind and weather being entred into another Harbor, the Merchant doth fell his Goods, the Master is to have his full hire, or to go the Voyage.

If a Master find himself in places where neither himself nor his Pilot is acquainted, and may have Pilots, but will not use them, he is to pay one mark of Gold for his punishment.

If a Master have his lading in Corn, which becommeth hot, he is to cool the same in convenient manner, if wind and weather do not hinder him, and the Mariners

are to have two thillings lups for every Last, for doing of it.

Of the hiring No Master from henceforth shall take any Mariners to hire, without they have a Pasport of their last service, upon pain of two Dollars, which Pasports every Master is to give, and shall be Printed with Blanks for the names.

> None shall hire another Mariner by enticements of words, or by giving greater wages, but take them of course, upon pain of ten Dollars, &c. And if the Mariner take his own leave, the Master may claim half the wages which another shall give

> The Mariners shall keep their promise of sidelity to the Master, and be of good behaviour, and quietly live together, upon pain as followeth.

of Mariners.

If any do put himself forth to be a Pilot, Boatswaine, or any other officer, and shall be found insufficient by two credible honest Men, or be proved by his company,

they shall not only lose their wages, but also be punished according to the fact.

If a Mariner be entertained, and at the Masters charges, and before the Voyage the Master take dislike of him, he may discharge him, giving one third of his wages, but it shall be of the Masters purse, and not for the Owners to bear any part

When the Master hath entertained the Mariners at the Ship expences, the Mari-

ners are to make their lodging on board, and to content themselves with it.

When the Ship is come to some Port, or arrived at the place, the faid Mariners are not without the Masters leave to go on shore, upon pain to be imprisoned, and further to be punished as cause shall require.

The Mariners shall have no guests on board without the Masters consent.

No Mariner shall have his Wife on board in the night, upon pain of a Dollar if he do offend.

No Mariner is to discharge any ordinance, or shot without the Masters command-

ment, upon pain to pay double for the pouder and shot.

All Mariners shall both at Sea and in the Harbour keep true watch night and day, according to the Masters appointment, upon pain of half a Dollar to be abated of his hire, and by default to be punished, &c.
Whosover be found to sleep upon the watch, shall forseit 8 shillings lups, and

he that findeth him fleeping and conceals it, shall pay the like.

No Boatswaine shall lose a cable without the Masters or Pilots commandment. When a Ship is detained by wind and weather in any strange place, no Mariner shall depart or go on shore without the Masters leave, upon pain to lose half wages, the half of it to the Master, and half to the Poor.

Neither shall the Mariners go on shore when the Ship is at Anchor, without the

Masters leave, upon pain of half a Dollar.

If any Mariner go on Land without leave, and become wounded, the Master is

not to look to fee him healed.

If a Boatswaine being absent be the cause of some great harm or loss, he shall anfwer for it: And if he have no means he shall be then imprisoned one whole year with bread and water: And if by his default the Ship perish, or some body be slain, he shall answer for it with his life, or be punished according to his offence.

When the Master with some of his Mariners goeth on land, the Mariners are to attend in the boat for him, or to follow his order: And if any remain all night on shore,

he shall lose his portage, and be punished.

When a Master hath hired his company for a certain place, and he hath afterwards advice of his Owners or Partners, that more profit is to be made in another place; the Mariners are to be content therewith, and to take content for their wages: Wherein if they cannot well agree, then the most ancient are to conclude, or other indifferent Perfons: And if any Mariner be not so contented, and thereupon quarells, he shall be punished as a mutinous Person. The like is to be done in any fraight which might happen, where the Master is agreed with, which being performed, then to be determined in like manner for all controversies as aforesaid

When a Master hath maintained at his expences the Mariners in the Winter sea-

fon, they shall not feek to have their wages augmented.

If a Ship be detained by some Prince or Potentate, or sent on a Voyage, the Mariners are to serve nevertheless; and if any run away they are severely to be punished: And having ferved, the difference also is to be ended with indifferent proceeding, as is

If Mariners will go away upon ending of half the Voyage, the Master may de-

mand all their whole wages.

If any Mariner Officer having received half wages, run away, he is to be purfued and burnt in the Face with some letter for a mark.

If any Mariner do commit any outrage to the Master, he is to be severely punished according to the offence. And if they combine or conspire against the Master. whereby he may be driven into some other Harbour, or receive great detriment to the Ship and goods, all is to be punished both by wages, life, and Goods accordingly.

If the Ship become assailed by Pirats or Frybuters, the Mariners are to defend the same, and to assist the Master: And if they be found partakers in the taking of the said

Ship, they are to be beheaded for it.

If a Ship be in danger at Sea by tempest or storms, the Mariners are to do their uttermost endeavours to help the Master to save the Ship and Goods: And if cast away, to help to fave the furniture thereof, as also the Goods and Merchandises, and of them to have some recompence for the faving: And for default, to be punished by all means whatfoever.

When a Ship is to be prepared or fet forth, it must be done with a free and good will, and that all things may be bought at the best hand; wherein one or more Perfons may be employed with the Master, taking care to bestow all things in convenient place, with the confent of the Owners; that the flesh be well falted and preferved, and all other Victuals provided to be Shipped at the appointed time, all with

good order and direction.

But when a Master of a Ship doth Vistual in some other Country where he hath no Owners, he must always buy all things as good as he can, and thereof keep always a true and just account, wherein if he be found to deal fraudulently, he is to be

punished for a Thief.

Therefore to prepare all things whereby a Voyage may be sooner accomplished, the Magistrates are to take care as well as the Owners, to further the same; so that the Merchant or the Fraighter of the Ship making the Goods ready to be laden, may find the Ship ready at the appointed time agreed upon, upon forfeiture of the whole fraight.

No Master of a Ship shall for himself alone, or his Owners, deal or lade any Merchandife and Goods in the Ship, without the knowledge of the fraighter of the Ship,

but do all things orderly.

And whereas it may happen that in the preparing of the Ship some of the Owners may not agree to the same; most voices shall over-rule the same, as the manner is in all Sea Laws, and then Money may be taken upon the Ship for his part, by Bottom-

mary, called Fanus Nauticum.

Of Bottommary.

The Master of a Ship hath no power to take up Money by Bottommary in places where his Owner or Owners dwell, unless it were for so much only as his part cometh unto in the faid Ship; otherwise his own Goods, and not the Ship, is to answer the same.

But when a Master is out of his Country, and where he hath no Owners, nor any Goods of theirs, nor of his own, and he cannot find means to take up by exchange, or otherwise, and that for want of Money the Voyage might be overthrown; then may he take Money upon Bottommary, and all the Owners are liable thereunto, otherwise he shall bear the loss.

Of Admiralty.

When Ships do enter into Admiralty one with another, who foever breaketh the Admiralty, is bound to answer the damage which shall happen thereby: If he have it not in Money, he shall make satisfaction by all other means.

Of Goods caft, or Averidge.

If a Ship at Sea be in danger, so as Goods must be thrown overboard, these cast Goods are to be answered by Ship and Goods, as an Averidge, wherein the Owners and Goods on board pay all pro rata.

If a Master cut his masts or sails by stormy weather, the Merchant is to bear part

of the loss; but not if the mast do break, or the sails be blown over-board.

The rating of the Goods lost, or to be cast into an Averidge, is to be reckoned upon the Ship, as the same shall be valued to be worth, and that for so much as he must take the fame, if the Merchants will fuffer it, and the like to be done in the appraisement of Goods, and the Ships fraight.

When Merchants Goods are taken at the Seas, some of one Man, some of another

Mans; every one is to bear his own loss, unless it were otherwise agreed before the fetting forth of the Ship.

If a Ship break on the Seas, or be cast away, whereby it cannot make his of Shipwrack

Voyage, then there is but half fraight due for the goods faved. When a Ship receiveth damage upon the Sea, by the Masters negligence, and found at the bringeth nevertheless the Merchants Goods home, the Master is to have his full fraight: But for the Goods which he bringeth not there is no fraight due; and if

any be damnified, he is to make good the damage.

If any Man find any Shipwrack Goods upon the Coast, or in the Seas, driving near the Ship, and Fisheth up the same, he is to answer the same to the next Magistrate, or Jurisdiction thereunto adjoyning, be it Town or Country, and the finder fliall have for his labour and pains the twentieth part. But if it be stolen Goods upon the Seas, then he is to have \frac{1}{4} part.

When there is Shipwrack apparent to be on the Seas, the Master is to see the Persons to be Landed first, then to save the Goods, Tackle, Apparel and all the furniture; and of that which is faved, consideration for it is to be made by the arbi-

trement of honest Men.

If so much be saved of the Ships furniture as the fraight cometh unto, then are

full wages to be paid to the Mariners.

When two Ships at Sea cannot shun one another, and both sustain damage, upon Of other da-

proof made by oath not to be wilfully done, it is ended.

If a Ship under fail do run upon another Ship at Anchor, and fink the fame, or Seas. commit other damage, the party offending shall pay for all, and the Ship shall also be liable thereunto, according to indifferent judgment.

If by from a Ship break loose and run upon another, and indamage the same,

the loss to be repaired as aforefaid.

If Ship receive damage by the Anchor of another Ship having his boy, the same is to pay the damage; and if both Ships be in fault, then the same to be born proportionably.

When a Ship is fafely arrived at his place of discharge, the Mariners are to be Of discharging of Ships, and delivering

diligent to look to their discharge, upon pain of half wages.

No Master shall sell any of the Ships Victuals, unless it were to prevent some of Goods, loss, and so bring the Money to account, or upon necessity of others to help them in distress; and the remaining Victuals he is to deliver to the Owners, and the Mariners shall take no part thereof after discharge, and the Purser of the Ship is to look to the fafe keeping of it.

The Mariners are not to cast the ballast into the water, but to cause the same to

be carried to the appointed place.

The Master is to deliver instantly (upon his discharge) a true account, &c. The portage of Mariners shall not be allowed for Spain nor France, &c. but when sters reckonthey are laden with Salt, then they may have it homewards.

The Mariners deserving well, are to have certain extraordinary wages, and in &c. all accidents and fickness to be provided for; all which is agreeable to the Sea Laws Of wages extraordinary. before declared.

CHAP.

CHAP. XXXIII.

Of Navigation and Community of the Seas.

RAFFICK and Commerce (without Navigation) would be of small moment: Therefore even as God the Author and Creator of all things, hath made of the Waters and Earth one perfect Globe, for their more mutual fervice to Mans use; so hath he also distributed his several and distinct Blessings to divers Climates, to the end that (by supplying the barrenness of some things in one Country, with the superfluities and fuitfulness of other Countries) there might be a Communication and Entercourse between all Nations, by way of Traffick and Communication of things interchangeably, whereby one Common-weal should live with another; so that Traffick between all People (having Peace one with another) is free. And according to the common right of Mankind, Jure Gentium, the Navigation through all the World, is no less free and open to every one, than the use of the air. God having so disposed of the four Elements, two to swim above Mans head; and two to lie under his feet, the Earth and the Water. Hence it proceedeth, that passage both upon Land and Sea through all Christian regions, is and hath been so indifferently permitted to all persons of all Nations, even to Turks, Jews, Barbarians, and Pagans, (not being professed Enemies) much less to be restrained therefore of Christians in all respects, both by Land and upon the Seas, understanding the great main Ocean Seas, which cannot be hindred but by the right of Wars.

This excellent art of Navigation is now so much practised and known, that the Voyages heretofore performed by Sir Francis Drake Knight, and after him by Master Candish, sailing round about the Globe of the Earth in less then three years time, is become no matter of admiration; and may be done in far shorter time, as daily ex-

perience doth prove.

Of the variation of the Compass.

The Law of

Marvellous is that natural property of the Magnes, called also Loadstone or Adamant stone, whereby the needle of the Compass being touched, immediately turneth to some one certain point of the Heavens, and after fundry motions hither and thither, findeth restonly in one place and point. And albeit this point in several Horizons be different, yet in any one Horizon it remaineth permanent; and therefore it plainly appeareth, that the same proceedeth of some constant permanent cause natural, and not of any uncertain cause accidental; but what this cause should be, is hitherto unknown. The most probable and best allowed, is the point Attractive, which should be of such vertue as to draw the needle touched, always towards the same point; affirming that there is a great rock of Magnes stone, distant from the Pole certain grades. I have of late years seen a Magnes stone (which the party said to have had from a rock in Sweathland) which weighed not much more than one pound, and such was the Attractive power of it, that thereby an Anchor of thirty pound weight was drawn up, as my self and divers others have made trial of; howsoever, this Mathematical reason following is worthy the consideration of a good judgment.

As the Axis of the Earth, notwithstanding all other motions, remaineth (as it were) immoveable; and yet in respect of the Spherical form of the Earth in every several Horizon maketh a line Meridional, by reason of the Section made in the superfices of the Horizons, by Meridians, having all that Axis as their common Diameter: So my it also come to pass of the line of the needle, and his variation, the needle being always permanent in one plain superfices, according to the several Section of the

plain

plain wherein it resteth, and the Horizon there may continually be made, in every plain new variations: For a simile as in a pair of Ballances of equal weight, there is a certain motion to and fro, before they find their true place of rest (the same being only in the level of the Horizon) which cometh to pass by the Attractive Center of the Earth; who drawing unto him either weight with like force, finding the fubstance like also, compelleth them to rest in the superficies, like distant from that Attractive Center: So in the needle, being a body indued with two feveral properties, the one of Gravity and the other of Levity, which being equally poized, forceth him to abide in the Horizon; the other being Magnetical and received by the touch, causeth him to rest alway in that one Meridian to the Magnes appropriate; it thereby cometh to pass, that after fundry ballancing this way and that way, it only settleth in the common fection of this peculiar Meridian and Horizon. So that even as in Dials, the line of the stile only accordeth and concurreth with the Meridian line, in fuch as are void of declination (but in all fuch plains as are declinatory, the line of the Stile varieth from the Meridian line, and the same Angle of variation also altereth as well in respect of inclination as declination) so it may be supposed this variation of the Compass to be nothing else but the Angle comprehended between the Meridian line, and the common section of the Magnetical Meridian to the Horizon, in the Horizonceal plain; and this Angle to be always exactly equal to the Angle contained of the Meridian line, and line of the Stile, the Longitude of the place proponed, accounted from the Magnetical Meridian, being equal to the declination of the Dials plain superficies, making computation from South to East circularly, and the Latitude of the place equal to the complement of the inclination of the same superficies Horological, wherein every Man at his pleasure may judge with understanding, if he have tasted but of the first principles of the Mathematicks or Cosmography. And having made mention of the Attractive Center, I call to memory a conference, which in the year 1606 (being in Torkshire about the Allom Mines, and certain Lead Mines in Richmondshire) passed between the Archbishop of Tork, Doctor Matthew, and my self, in presence of Ralph Lord Evre, with whom I went to Tork to congratulate the faid Archbishop newly come to that See, which was concerning the Center of the Earth, which he faid was unknown unto him what to conjecture of it; whereupon we entred into a large discourse, insomuch that from the lowest Center, we did clime and ascend to the highest Clymate by imaginary conceits (for so is all the study of the Circle of the Zodiack, and the appropriation of the twelve Signs therein:) And after many reasons of the Earths stability, against Experiences the Pythagorians and Copernicus doer in of Mobility (that is to say, whether the of former ages doth con-Heavens move, and the Earth resteth immoveable, or the Earth move, and the great firm this images in the contraction of the Earth move. Orb of Stars be permanent mentioned before) we did find all this to be imaginary, ginary Circle of the Zodiand in that confideration and imagination we did descend to the lower Center again; ack, and thereupon conclude, that whereas the Center is taken to be as a point of a great Circle, and so all weighty things falling thereunto, it may as well be a great Circle whereupon all other Orbs run in circumference circularly: Seeing that the Earth and Waters together make the perfect Globe as aforefaid, and all weighty things may be inclining to that Circle. But this matter being not concerning Navigation, let us return again to our observations, that the main Ocean Seas are common to all Nations as the passages are on the Land to be Navigated for Traffick and Commerce, yet no one Man can Traffick with any Nation without their confent.

Concerning the Art of Navigation, Mariners have one great imperfection, that is, the want of exact rules to know the Longitude, or Arks Itineral, East and West, without the which they can neither truely give the place or scituation of any Coast, Harbour, Rode, or Town; nor in fayling difcern how the place they fail unto beareth from them, or how far it is distant: Whereby they are inforced long before they come to any Coast, all night to strike sail, not otherways than if they were upon it, thereby losing the benefit of prosperous winds, in such fort sometimes, that whereas keeping a true course, they might have been quietly at road, they are by contrary and

adverse tempests carried far off, and so not without great charge to the Owner, pain to the Company, and peril to their Ship, are enforced to waste their time; which of late years by some new Chartes and Instruments is in some part amended. albeit the faid Chartes are still described with streight Meridian lines running equidistant or parallel, which is erroneous: And they suppose that running upon any of their points of the Compass, they should pass in the circumference of a great Circle, and therefore in the plain Cards describe those winds with straight lines. which is another abuse. For the Ship steming the North and the South, only maketh her course in a great Circle East or West, she describeth a parallel, and being stirred on any other mean point she delineateth in her course a Curve or Helical line, neither straight nor circular, but mixt of both: Which supposition being well obrespecting the served, between two different Angles of variation, and conferred with some such third Angle of a Curve line, every degrees fayling or thereabouts, will shorten their course of sayling, that (with like wind and weather) they shall perform that in twenty four hours, wherein they spend above three or four days, and many times the Voyage is thereby lost and overthrown. As I made Sir Francis Drake Knight, to take notice of, in the year 1587, and after that more sensibly to Sir Walter Rawleigh Knight.

CHAP. XXXV.

Of the distinct Dominions of the Seas.

LATO the Philosopher, perceiving that Equality would be the cause that every Man should have enough, was of opinion, and willed all things in a Common-wealth to be common; whom Sir Thomas Moore in his Utopian Common-wealth feemeth to imitate, to the end that an infinite number of Laws already made, and the making of fo many new Laws as daily are made might be abolished; whereas all of them are not sufficient for every Man to enjoy, defend and know from another Mans, that which he calleth his own proper and private Goods. But finding afterwards that this Equality could not be established, and that many other inconveniences should arise thereby, he did wifely revoke the same in his second Common-wealth. For the same was never used in any age, nor by the Word of God commanded, when from the beginning he willed Man to subdue the Earth, and rule over the Fish. And again after the flood, willing Man to replenish the Earth, and for the better performance thereof scattering Mankind at the Building of the Tower of Babel, over all the face of the Earth, dividing the Isles of the Nations into the several Lands, God being the Author of Nature, as also of the division: Insomuch that when Mankind was propagated to an infinite number of Creatures, and things upon the Earth not sufficient for their sustenance, then of necessity followed the use of Trading upon the Seas, both for Fishing and Negotiation; which could not be done if all things had been common, neither on Land, nor upon the Seas, which thereupon became divisible, in places of Fishing, but not in the main great Seas, which is common to all Nations (Jure Gentium) as in the precedent Chapter is declared; not that the words intend any Law set down by common consent of all Nations, but only denoteth unto us the example or custom of other Nations in fayling and Trafficking over the Seas, with Commodities reared upon the Land and by the Seas joyning thereunto, and not in the main Ocean Seas where no Fishing can be used; whereby the properties of both Lands and Seas are

Renuntiation of Goods in common. Gen.1.28.

distinguished by the said Law of Nations, agreeable in this particular with the Law of God: For the Moral Law prohibiting Thett and the coveting of other Mens Goods, By Divine doth declare the faid property. And the Ceremonial Law, willing every Man to Law.

make facrifices of his own, doth confirm the fame.

The means which God hath appointed, to make this distinction of the Dominions upon the Seas, are as certain as the mensuration of the Land whereunto the Sea is adjoyning, and in propriety to be esteemed accordingly, taking their names of the Countries and Kingdoms adjacent, or of their scituation; as Mare Britannicum, Mare Germanicum, Mare Hibernicum, and for scituation, Mare Mediterraneum, observed by Cosmographers, Historiographers, and Mathematicians: This is performed with the help of the Compass, counting of courses, soundings, colour of the gravel or sands, and other ways to delign Finitum ab infinito: So far as is expedient for the certain By the Civil reach and bounds of Seas, properly appertaining to any Prince or People; wherein the Law. Doctors of the Civil Law have recorded excellent observations. Baldus faith, Vidi- By the Law of mus de jure gentium, in Mare esse Regna distincta, sicut in terra Anda.

Bartolus doth in his opinion allow for Princes and People at the Sea-fide Centum Adjegm 1. de milliaria, which is one hundred leagues of Sea from their Coast, if they extend their ter divisione, In Sea multiprotection so far, called by them Districtus maris & territorium, which is most plain us in trate, de in those Seas where the Isles of Garnesey and Jarnesey are so sensible and visible to the insula. Realm of England, or where there are such rocks or eminent marks as the Washes of Dominion. at the West Seas thereof; to which purpose Paulus a renowned Civilian saith, that it is not needful for him who would possess himself of any Land, to go about, and tread over the same; but it is sufficient to enter in upon any part thereof, with a mind to possessall the rest thereof even to the due marches, to be made apparent by the instruments of Geometricians. And the like may be designed upon the Seas, notwithstanding the folidity of the one, and the continual flowing to and fro of the other.

This distinction of dominion having continued so many hundred years, needeth not to be corroborated with other proofs and arguments: Yet let us note Obiter, that Cafes of Civil if the same were not distinguished as aforesaid, one born upon the Seas should have Law, or Admino Country or Nation to appeal unto, and a dying intestate upon the Seas, should mi-ralty. nister occasion of question to know who should administer his Goods; and making of a Will, how the same should be proved and executed by Law, without approbation of some Court or Jurisdiction: Whereas we find many Admirals of the Seas, and their several Jurisdictions upon the Seas, as Deputies to their Princes or States, who are always absolute Commanders in their precincts according, to the treaties and contracts made between Princes, which are in the nature of Laws, and inseparable of the faid Princes right on the Land, concerning the possession of their Kingdoms or Common-weals, as the fundamental cause of their dominion, wherein discontinuance (of any part of their right) cannot be pleaded against them. The Kings of England nevertheless have been provident and careful herein: For Historiographers have re- Mathew of corded, that King Edgar (one of the Saxon Kings long before the Conquest) made Westm. a furvey yearly of the four great Seas, and stiled himself Lord thereof even until enfis. Norway, and his progress was most toward the North. It is also affirmed, that the Anno 973. faid King Edgar caused an inscription to be made upon his Tomb for a monument, calling himself Dominus quatuor Marea: And as Papinian the Jurisconsult saith, In fina- Mare Britanilibus questionibus vetera monumenta sequenda sunt. But this for the dominion of the Kings cum. of England over their Seas, is not needful. For afterwards William Duke of Norman-cum.

dy, after he had subdued the Realm of England by Conquest, caused himself not only to be proclaimed King, but also that all the Goods of the Subjects were his, and so micum.

Mare Deucalicaused the Land to be divided, and yet was contented to change the title of a Monar-don. chy by Conquest into a Monarchy Royal, and was also Lord of the said four Seas, by so the former Assumption, which had then continued 200 years; and his progress by Sea. Rep. was most Westward. For when Princes or Kings do stile themselves by Proclamation, then the continuance thereof (without opposition of other Princes) is holden and observed as inviolable and permanent.

Grofuons Chronicle.

Now King Henry the fecond fucceeding William the Conqueror, within one hundred years, did joyn Ireland to the Crown of England, and did reduce Normandy and other places in France to the Crown, taking (as it were) a new possession of the faid Seas: And Henry the first every year, or within three years at the furthest crossed over into Normandy, having taken Robert Duke of Normandy Prisoner.

Chro.Malmefcords, and Treatife, &c.

A rare Book

In the time of King Edward the third, there was a disputation held with France, conbury.

John Hayward. cerning the Fishing of the Seas about Brittain: In which it was proved to belong to By antient re- England, and thereupon France disclaimed therein, as appeareth by the said King Edward the third his Proclamation yet extant. Which arguments and contracts are as a Law effectual. And herein I must remember the singular care which the Right Reverend Father in God Doctor Abbot (now Archbishop of Canterbury, and Metropolitan remaining of England) hath had in procuring (at his great charges for the good of our Posterity) with the Archief an excellent great Volume or Manuscript which was heretofore taken at Calais in France when the Spaniards took the same, Anno 1596. and carried to Bruxels in the Low-Countries, whereof I have had the perusal, and made an Abstract of the Chapters of the same, viz. The treaty of Peace between Edward the third, King of England, and John King of France, for themselves and their eldest Sons namely Edward the Black Prince of Wales, and Charles Duke of Normandy Regent; the French King his Father being Prisoner to the said King Edward: Which Treaty was made the Eighth of May 1360. in Brittain near Chartres, and confirmed at Calais; whereupon fixteen Hostages were given to the King of England, by the French King, who was to come thither in Person, and to pay three millions of Crowns for his Ransom, of two Crowns to be reckoned for an English Noble, called in King Henry the eighth his time Angel Noble, being some 750000 & sterling. The Ship whereof upon the one side, did fignify the dominion of the Seas; whereunto old Chaucer the Poet did allude in Henry the fifth, his time. This Money was to be paid, to wit, fix hundred thousand Crowns at Calais, within four Moneths after King Johns arrival there, more, four hundred thousand Crowns within the year, and so much yearly until the full paiment made within the City of London, being the Kings Chamber. After this follow the particular Letters for the delivery of feveral Countries and

Towns, as Caours, Carfin, Monstreul, Calais, Rochel, Turain, Poitiers, Poitou, Xantes, Xantogne, Dagonous, Perigot, and divers others, besides many letters concerning the French Kings liberty, and his Hostages, and of the homage to be made by the Earls

The ranfom of King John of France.

> and Barons to the King of England (who remaineth with the title of Soveraignty and Domayne) besides many other memorable things; so that all matters concerning the Seas and Land were established for those Seas: And King Edward took six pence a Tun for Fishing Ships. King Henry the fifth who did Conquer all France, and had the possession of Mare Britannicum, lost nothing of his right; no more did Henry Chro. Holling- the fixth, and King Henry the seventh, as may appear by their Proclamations, Treafred. Chr. Froiseare, ties, and Contracts, not only with the French, but with the Archdukes of Burgundy, as by Guiccardins Chronicle, or Historical description of the Low-Countries appear-And as Doctor Dee in his Book of Navigation affirmeth, King Henry the se-

Guiccardin. and the faid Treatife.

By original antiquity.

venth in confideration of the Fishing Trade, properly belonging unto England (in his Seas and Dominions) had resolved to settle a Trade thereupon, which he preferred above all Voyages; for in those days, there was no Fishing Trade established in the Low-Countries. And it is not yet one hundred years compleat, that one Violet, Stephens, and other discontented Fishmongers departed the Realm of England, and went into Holland to the Town of Enchlusen, where they procured the inhabitants to Filh for them, in his Majesties of Great Brittain Seas, streams, and Dominion: Which inhabitants (upon the decease of the said English-men Fishmongers) took the whole Trade to themselves, dispersing the same into many other Towns, whereby the same is admirably increased. Queen Mary being Married with King Fhilip the second of

Spain (under whom all the seventeen Low Provinces were united) granted a lease unto the faid King for the Filhing of his Subjects in the North parts of Ireland, for

one and twenty years, for a certain fine, and paying one thousand pound yearly

into the Treasury of Ireland, and Edward Finton Knight then Treasurer. And the Company of the old Haunce in primo of the faid Queen Mary had also liberty to Fish within the said Seas, upon certain conditions, as appeareth in the Chappel of the Rolls of the Chancery. And for England Northwards, licences were given at

Scarborough Castle.

To this distinction of dominion of the Seas, I call to memory the proceedings of Invention of that victorious King Henry the eight, who during the time that Calais was under the the Portcullis. Crown of England (as it hath been full 211 years) used the invention of the fign of the Portcullis, fignifying the power of locking up of the narrow Seas between Dover and Calais, which was thought convenient to be used upon the Coyn made for the East-Indies, at the beginning of that Trade. being pieces of the value of eight Royals of Spain, whereof there was Coyned in the Tower of London for a trial (in January 1600) some fix thousand pounds, which could not be made currant there, because the Spans pieces of eight Royals, had been before that time counterfeited by other Nations, which made the East-Indians to doubt of our Coyn, although without cause. This noble King Henry (having procured the Emperour Charles the fifth to meet with the French King) went over in Person with a great Power to besiege the Town of Bulloigne in France, and when he saw that the Emperours Tent or Pavilion was made with the two Pillars of Hercules, and the inscription Plus ultra: And likewise the French Kings Tent with the three Flower-deluces, and the title of Primus Christianorum Rex, He caused an Archer to be made upon his Pavilion with Bow and Arrows, and his inscription was Cui adhereo praest, declaring thereby his present strength whereby he did qualify those Wars, and Peace was made between the Emperour and the said French King, it being true that the state of a Prince doth as much confift by reputation, as by strength.

Our Soveraign Lord King James, hath also been mindful of his right of distinct Dominion; for the great blessings which Almighty God hath allotted to the Kingdoms of Great Brittain, Ireland, and the Isles adjacent under his Majesties Dominions, is so visible to all the World, as that thereby they are ravished with admiration. For albeit that the Earthly blessings are produced in seasonable times: Yet the blessings are produced in seasonable times. fings of the Seas are directed and pointed at by the Finger of God at infallible feafons, causing those watery creatures to offer themselves for our sustenance, and for the general good of all creatures to other themselves for our latterlance, and for the general good of all creatures in places certain, within his Majesties Seas, Streams, and Dominions, and not into the Main where Fishing cannot be effected. Whereupon his Majesty before his comming into England, did let the Fishing of Scotland to the Hollanders for fifteen years, it being agreed by more antient Treaties between them, that the Fishing then agreed upon should be eighty miles from the Coast, to the end the Scoles of Herrings should not be interrupted. His Majesty in the fourth year of his Reign of Great Brittain, made a Grant to one Collyns of Coventry for Grants made twenty one years for the Fishing in some parts of Ireland: And the like Grants have for Fishing.

been made for the Isles of Garnesey and Jarnesey, according to the Common Law of By the Com-England, which (in this point concerning his Majesties right of Dominion) is very mon-Law. copious, the handling whereof I leave to the learned and judicious of the faid Law. In the seventh year of his Majesties said Reign, his Highness caused a Proclama-

tion to be made, concerning his Dominion of Filhing, which being compendious and substantial, I thought convenient here to be inferted Verbatim.

TAMES, By the Grace of God, King of Great Brittain, France and Ireland, Defender of the Faith,&c. To all and fingular persons to whom it may appertain, greeting. Although We do sufficiently know, by Our experience in the Office of Regal dignity (in which by the favour of Almighty God, We have been placed and exercised these many years) as also by observation which we have made of other Christian Princes exemplary actions, how far the absoluteness of our Soveraign Power extendeth it self. And that in regard thereof We need not to yield account to any person under God, for any action of Ours which is lawfully grounded upon that just Prerogative: Tet such hathever been, and shall be Our care and desire to

give Jatusaction to Our neighbour Princes and friends, in any action which may have the teast relation to their Subjects and Estates: As We have thought good (by way of friendly Præmonition) to declare unto them all, and to whomsoever it may appertain, as followeth.

Whereas, We have been contented, since Our comming to the Crown, to tollerate an indifferent and promiscuous kind of liberty to all Our friends whatsoever to Fish upon Our Streams, and upon any of Our Coasts of Great Brittain, Ireland, and other adjacent Islands, So far forth as the permission or use thereof might not redound to the impeachment of Our Prerogative Royal, nor to the hurt and damage of Our loving Subjects, whose preservation and flourishing Estate We hold Our selves principally bound to advance before all worldly respects: So sinding that Our connivence therein, hath not only given occasion of over great encroachments upon Our Regalities, or rather questioning of Our Right; but hath been a means of much daily wrongs to Our own People that exercise the Trade of Fishing, as (either by the multitude of strangers which do preoccupy those places or by the injuries which they receive most commonly at their hands) Our Subjects are constrained to abandon their Fishing, or at the least become so discouraged in the same, as they hold it better for them to betake themselves to some other course of living. Whereby not only divers of Our Coast Towns are much decaied, but the number of Mariners daily diminished; which is a matter of great consequence to Our Estate, considering how much the strength thereof consisteth in the power of Shipping, and the use of Navigation. We have thought it now, both just and necessary (in respect that we are now by Gods favour, lineally and lawfully possessed, as well of the Island of Great Brittain, as of Ireland, and the rest of the Island to bethink Our selves of good and lawful means to prevent those inconveniences and many others depending upon the same. In the constderation whereof, as We are desirous that the World may take notice, that We have no intention to deny Our neighbours and allies, those fruits and benefits of peace and spiend-(hip which may be justly expected at Our hands in honour and reason, or are afforded by other Princes mutually in the point of Commerce and Exchange of those things which may not prove prejudicial unto them: So because some such convenient order may be taken in this matter, as may sufficiently provide for all these important considerations which do depend thereupon: We have resolved, first, to give notice to all the World, that Our express pleasure is, that from the beginning of the Month of August next coming, no per-Son of what Nation or Quality Soever, being not Our natural born Subject, be permitted to Fish-upon any of Our Coasts and Seas of Great Brittain, Ireland, and the rest of the Isles adjacent (where most usually heretofore any Fishing hath been) until they have orderly demanded and obtained licences from us, or such Our Commissioners as We have authorised in that behalf, viz. at London, for Our Realms of England and Ireland, and at Edenborough for Our Realm of Scotland. Which licences Our intention is, shall be yearly demanded, for so many Vessels and Ships, and the Tunnage thereof, as shall intend to Fish for that whole year, or any part thereof, upon any of Our Coasts and Seas, as aforesaid, upon pain of such chastisement, as shall be fit to be inflicted upon such wilful Offenders.

Given at our Palace of Westminster the fixth of May, in the seventh year of Our

Reign of Great Brittain, France and Ireland, Anno Dom. 1609.

By this Proclamation, is his Majesties Right and Dominion of the Seas expressed in two words, by Lineal and Lawful possession of an hereditary Kingdom or King-

doms whereunto those Seas are joyned and appertaining.

It is not a Dominion obtained by an elective Kingdom, as Poland, Hungary, and others; neither is it had by any first Discovery, wherein the Pope must be a Mediator, as Alexander the fixth was between the King of Castile and Portugal upon the Discovery of the East and West-Indies, by drawing a line upon the Globe, from the Island of the Canaries, to make the division between them; neither is it like to the Whale sishing in Greenland, where some upon their Discovery took neither possession, much less had any occupation, which maketh the stronger right: Neither is it by gift or purchase, as some Italian Princes in the Mediterranean Seas, which

which do nevertheless injoy both freedom and benefit thereby; but it is undoubted The best and indisputable as aforesaid.

To conclude this Argument, the distinct dominion of a bordering Prince upon ons upon the the Seas, is best seen by the Tribute or Tax which he taketh upon fishing Ships, Seas,

whereof we have many prefidents.

In Russia many leagues from the Main, Fishermen do pay great Taxes to the Emperour of Russia, and in most places none but his Subjects are permitted to Fish, and the Hollanders do give him the tenth Fish.

The King of Denmark taketh great tribute, both at Wardhouse and the Sound.

The Kings of Sweathen have done the like, which is now continued by the King of Denmark, or Norway. The Duke of Medina Sidonia taketh for Tunyn.

King Edward the Third of England, took fix pence for every Tun in his time,

which by inhauncing of the Money is now 18 pence.

All the bordering Princes of *Italy*, do take tribute of the Fish taken within the *Mediterranean Seas*, for their feveral Territories.

In Lappia, Fishermen do pay Moneys in the Sound for passage to fetch it, over

and above the tenth Fish.

The Earl of Orkney taketh the tenth Fish, for the Isles of Orcades under his Jurisdiction: As the Fishermen do to the Lords of the Manors in the West parts of Eng-

land, for Pilchards, Hake and Conger.

The States of the United Low-Countries, do take an Imposition upon Fish taken within the Seas and Streams of other Princes, as also near their Coast; and their Subjects Trafficking with the Russians, as Haunce Noblett, Haunce Van Stracle, Robert Englegrave and others, do continually pay the tenth Fish, unto the Emperour of Russia.

All which is requisite for Merchants to know, to prevent troubles or losses, for the pretence of ignorance doth not excuse, as our Merchants of Kingstone upon Hull

have found to their exceeding loss heretofore.

CHAP. XXXVI.

Of Customs, Subsidies, and Impositions paid upon Commodities.

HEREAS Customs, Subfidies, Impositions, Toles, Accizes, Customs up-Imposts and other duties, by the exemplary Actions of Princes, on Commodi-ties due by and Common-weals, are due by the Law of Nations; as a matter the Law of inherent to their Prerogatives, because they are absolute Com-Nations.

manders in their Harbours, Havens and Ports, where Commodines are exported: Every Merchant is bound to take notice thereof and to observe the fame, according to the ordinances and proceedings used therein in all Countries respectively: To avoid the danger of the loss and forfeiture of his Commodities, and to make a true calculation how to buy and fell to profit, observing how much upon the hundred pounds in value of his Commodities (rated by the orders of divers Countries) the same amounteth unto, and to add the same with the charges upon Commodities, to the price whereat the faid Commodities were bought, as well

in his native Country, as in other Countries where he doth Traffick and Trade.

In Russia, Denmark and Sweathen, the Custom and Ordinance is; if a Merchant Rigorous deadon not declare all his Commodities, which he importeth or exporteth, but conceal-fing for Customs. eth some part of them; all the Commodities of that kind, are forfeited to the Prince;

and he shall find but small favour to redeem them.

Abuse of fa-

lings.

vourable dea-

In Spain, and other Dominions of the King of Spain, the Commodities concea-

led are only forfeited, unless they be prohibited and unlawful Goods.

In England, Scotland, and Ireland is the like, and only the Goods concealed are forfeited, and may be had again upon a reasonable composition; for the Statute Law giveth Authority to the Officer who maketh the feizure, that upon licence fued forth to compound, he may do it fafely for his part, which is the one moity; and for the other moity which is the Kings, Merchants are graciously dealt withal, by the Judges or Barons of the Kings Exchequer, or others thereunto authorifed: Infomuch that it hath happened that tome Merchants relying upon this favorable dealing, have adventured to expose their Commodities unto the forseiture thereof, being Commodiries which pay much Custom and Imposition: As Cambricks, Lawns, Tobacco, Cutcheneal, Venice Gold Threed, and other things, because they were (in a manner) affured to make composition under the sum which they were to pay for Cu-

from and Imposition.

Strict orders for Cuftoms at London,&cc.

In France and Germany is the like for concealed Commodities, which are not declared in the Custom-house; and Jewels, and precious Stones, and Pearls are freed of Custom. And so was it in England, until of late years, since the Customs were taken to Farm, and yet they pay but three procent. of the value of their appraisement, to be rated by the Officers of the Custom-house at London. But if any Merchant or Jeweller bring over any Jewels or precious Stones and Pearls, he is to declare them to the Officers or Waiters of the place where he landeth, otherwise they will be feized (by water or land) as forfeited to the King; wherein more strict dealing hath been used of late, since the King hath letten to Farm his moity of the Seizures. So that first of all the Custom of concealed Goods must be paid, before any compofition be made, next, the composition being made, then may the Informer be agreed withal. And no Commodities can be delivered upon fecurity to the owner, as formerly by the Law was accustomed to be done; but they must remain in some sufficient custody until the matter be tried by Law, or compounded by agreement. But prohibited Commodities (as Allom and other things) by Letters Patents and Proclamation, the possession may be had, upon security to be given to answer the value thereof, according to the appraisement made of them. And these Commodities (if the Master of the Ship do not declare them, upon his entry made in the Customliouse, upon his oath) are also subject to the forfeiture, although they come consigned unto a Merchant or Factor unawares, by another Merchant that knew not that fuch Commodities were prohibited to be imported. The like is it for a Merchant shipping out unlawful wares: But herein he may have intelligence by the Customer, before he do lay them upon the water to be Shipped. Again, if a Merchant carry Mony by water down to Gravefend, with an intention to bestow the same in Bays at Sandwich, or in other Commodities at Canterbury: He is first to declare the same in the Searchers Office, or else the Money is lost, and three times the value upon information. For no Mony of Gold or Silver, or any forrain Coyn or Plate broughtinto the Kingdom, can be transported; only for Passengers expences, some four or five pounds may be carried out. But for Commodities brought in, which have paid Custom, the same may be Shipped out again by Cocket, without paying any more Custom and Imposition; so it be done upon good Certificate, that it is the fame Commodity, and that the property thereof is not altered; and this must be done within fix months after their importation.

Permitted to Tilbury-Hope.

All Merchants Ships being laden, have always (time out of mind) been permitbreak bulk at ted to break bulk below, or at Tilbury-Hope, and to pay no Custom, but for the Goods they brought up, or landed in England, and not for the Goods which they did transport in the said Ship, or in any other vessel or Ship: Which priviledge and certainty of Merchants Cufforn ought to be feriously observed, better than it hath been of late. And of this and other observations, Merchants and Factors are to give notice to their Friends and Masters, to the end they do not incur any danger, which to avoid in some fort) is effected by entring the goods upon fight of the Customers To enter'

view, by opening of them.

chant stranger payeth double.

ods upon

In Barbary and other places, where the Customs are payed in kind or Species, if any part be concealed and not entered, that only will be forfeited; and yet the loss is greater, because they will make Choice of the best: As for example, Suppose a Merchant doth enter divers Sorts of Linnen-cloth, and concealeth some pieces, the Officers will take both the tenth piece for the Custom, and all the concealed pieces of the best and finest Sorts, to your exceeding great loss.

In the Low-Countries and Germany, as also in most places of Italy and Turkey, you shall only forfeit the goods concealed, and be permitted to compound for them as you can agree, wherein the Circumstances in some places will be considered, and the manner how the error grew, or whether it were done with a fet purpofe.

There are also in divers places allowances made (as in England) upon Wines in Allowances regard of lecage of ten or fifteen upon the hundred, or else all the Butts and Pipes made upon customs and are to be filled up, and so to pay accordingly; wherein the time of the Voyage, foul Impositions. weather and other accidents are to be confidered, to make your composition thereafter.

Upon Cloths to be shipped out, there is allowance made of the tenth Cloth for a Allowance upwrapper, which payeth no Custom: And so of all other woollen Commodities, which on Cloths. pay after the rate; as three Northern Kersies for a Cloth, four Devonshire Kersies, two fingle Dozens, one double Dozen, fix Cardinals, Pinwhites, Statutes, Stockebridges, Straties, and Tavistockes, four Cornish Dozens, Pennistones unsriezed, I- and Dozens, and Northern Plains for one Cloth; two Bridgewaters Cornish and Devonshire double Dozens, Florentins, Northern Dozens single, and Pennystones for a Cloth, to be understood for a short Cloth coloured or white of twenty and four yards long, weighing 60 th until 64 th, whereof English Custom was a Noble, and the Merchant Stranger thirteen Shillings and four pence, whereunto is added the ancient Custom heretofore payed by the Merchants of the Steel-yard or Hauncetowns being 14 pence, so together 14 \$ 6 da Cloth, besides the overlength of 3 d + The preterthe yard; which is of late comprised in the new Imposition of the pretermitted Cu-mitted Cu-mitt from for weighing of Cloths, at two pence the pound, so that a short Cloth payed from of Cloth. in times past a Noble, and now ten Shillings, besides the overlength, according to the weight, after the faid rate at two pence for the pound: All which the Mer-

Also whereas of late years, fince the Customs were letten to farm, all Commodities, as Sugars, Spices, Raisons of the Sun, and others are weighed, and thereupon the Tarra for the Cask or Chest is to be allowed, and so the Custom is payed. There Allowance for ought good allowance to be made for the faid Tarra, because many Commodities be-Tarra or Cask. ing unladed, and having taken the moisture of the Seas, increaseth the weight of their Cask; fo that Merchants pay many times Custom for that which they have not, by the strict dealing of Officers contrary to equity and justice, if they do not warily

look to their affairs, wherein the Officers may also be excused.

Now to conclude touching Customs, we must consider what they may amount unto upon the hundred; according to which, Merchants are to cast up their accounts for benefit and loss, as aforesaid.

The Custom in England (called Parva Custuma) was three pence upon every Gustom. pound, that the Commodities are rated in the Custom Book, which is payed by Merchants strangers, now altered paying sixpence.

The Subfidy or Poundage is payed by all Merchants of what Nation foever, Subfidy. which is 12 d upon all Commodities brought in. And for Cloth exported 6 \$8 d

for English Merchants, and Merchants strangers double.

The new imposition established in the year 1608, is also 12 d upon all Commo-Imposition. dities imported, and upon some Commodities exported is limited; so that Custom and Subfidy in England is 12 + upon the 100 for Merchants strangers: Besides Butleridge or Scavage, almost one pro cent. more for goods inward; and for English Merchants is ten upon the hundred.

Impost.

Alcavalla.

The Impost of Wines is limited upon the Butt, Pipe, Hogshead, as by the Book

of rates, with the composition Money, and other duties.

In Spain and Portugal they take after divers rates for Commodities, fome is or is and twenty five upon the hundred, esteemed to be one with another un quinto or is part, or 20 pro Cent. with the Alcavalla, taken from Brokeridge to fell them. In Barbary seven pro Cent. aboord.

The Turk taketh' part, as the Egyptians. The Venetians take 3,5,7, and 10 upon the hundred with great advisement, and upon the Manufactures of other Nations 14,15, and more. And the like is done in France to advance the handy-crafts man.

The great Imposts demanded in the year 1604. by *Philip* the third King of *Spain* (of 30 upon the 100) of *French*, *English* and *Flanders* Commodities, was foon abolished, when the *French* King *Henry* the fourth did the like; for one extream enforcing another is of small continuance.

CHAP. XXXVII.

Of Merchants Wagers, Stipulations, or Conventions.

ORASMUCH as divers Civilians have intreated of this Argument of Merchants Wagers, and made fome Treatifes de Sponfionibus, where under matter of Affurances is comprifed: It may not be thought impertinent to handle this fubject briefly and dividedly from Merchants Affurances, already declared in his proper place.

The faid Civilians do distinguish these Wagers or Sponsones to be threefold.

1. Where a Wager is laid with a pawn in the hands of a third person.
2. Where (by way of Stipulation) something is given upon a Wager.

3. Where a thing delivered or by a covenant made with another person, the same is promised to be restored, and double, treble, and ten times the value thereof unto the party with whom the Wager is made, if the matter in question or doubt do not take effect; whereof many examples may be given and declared, namely.

Examples of Wagers,

The Great Wager between Cleopatra Queen of Egypt, and Marc. Anthony, for the great expences of a supper, by dissolving the Paragon Pearl, and drinking the same, as Pliny reporteth, when Lucius Plancus was made Judge of that Wager, and pronounced that Anthony had lost.

That of Cecinna whereof Cicero maketh mention for the recovery of his grounds

taken from him in hostil manner by Eubusus and restored again.

That fuch a Cardinal shall be elected to be Pope, that such a King is dead and such a Town taken: In all which, the Wager is made by pawn, Stipulation, or

Convention, as aforesaid; and hereof are innumerable examples.

Hercupon they conclude, that all Wagers laid must be for honest causes, and as it were striving for vertuous actions; and that these by the Law are to be maintained in the performance of the Wager, wherein Custom is the best Interpreter, even in the point of Law, which is considerable in all cases by the long observation of them.

Custom the best interpreter of Law.
Lawful Wagers and Unlawful,

A Wager being laid, that the Pope of Rome, or the Emperour, or any other perfonage shall die within the year, is good in Law: But to lay Wagers, as desirous or wishing some unexpected evil or adverse fortune unto an honest Man, or although it were to an enemy, is neither civil nor natural in the understanding of well disposed Men.

A Wager laid upon the death of a private person, is disallowed; but not for the

contracting of any supposed or expected marriage, which is Lawful.

All

All Wagers laid in lawful games are allowable; but in prohibited games cannot be recovered by the Civil Law. So Wagers made by lookers one upon other Mens games are difallowed; which is the cause that Stipulations are made, putting the pawn or Mony down, which is called, to stake down: And if it be upon an unlawful game, then the lookers on are fubject to punishment, as well as the gamesters.

A Wager laid who shall eat or drink most is unlawful.

If a Gamester or a Merchant playing, receive Twenty and promise to give Fifty for it the next day playing, the Convention is good.

A Merchant laying a Wager to give ten for one if such a Ship arrive within

a limited time, within fuch a Port or Haven, is good in Law.

A Wager is laid upon the arival of a Ship in the port of Lixborn, and a certain fum of Money promised thereupon: It falleth out, that the said Ship is a Galeon; so denial is made to pay the Money. The Law did determin the Money should be paid, because the word Ship is a general name, although it be called by divers names, As a Norary is called a Tabellion, Scrivenor, or a publick servant.

A Wager upon a Son or a Daughter to be born, is good in Law; and if it be a Hermophrodite of both Sexes, then judgment is given according as the natural incli-

nation shall be found to be more masculine or feminine.

And in all Wagers wherein ambiguity or equivocation doth happen, there must Ambiguity, or be a natural moderation in the construction of them; for an evil custom loseth her Equivocation in Wagers.

name, and becometh usurpation, as is before declared.

If any Man by the inducement or fraud of a third person lay a Wager that such a Woman shall be delivered of a Son, when she was already delivered, the Wager is not to be allowed; and if the Midwives are partakers herein they are to be punished and incur Crimen Stellionatus.

If one lay a Wager to run with another, and afterwards doth refuse to run, he may be compelled thereunto, or the Stake is lost; for he committeth no deceit, which preventeth a fraud. The captation or advantage taken upon words ought therefore to be excluded, and Wagers are to be made in plain terms, and to be con-

strued accordingly; Fallere fallentem non est fraus.

Wagers between Merchants are many times done more for sport and recreation than for gain: For over great Wagers are against good manners, and may concern a Merchant much in reputation and credit, more than the playing for great sums of Money, which many times Merchants do use, with the observation of a convenient time, and as the Proverb is, with good fortune, otherwife the end of it is dangerous; for as nature produced all things in due time, so is moderation required in all actions.

CHAP. XXXVIII.

Of Merchants marks set upon Commodities.

◀H E marking of Merchants Commodities, either packt up in Bundles, Trusses, Cases, Cossers or Packs, is of great importance; for not only by the Custom of Merchants, but also by the Civil Law, the property of the Goods and Merchandises is adjudged to him, by whose mark they are marked or sealed. It is dangerous therefore to use another Mans mark, as many times Merchants do in time of War, when they lend their names and marks for the preservation of their Goods, between two or more contending Princes, both by Sea and Land. Every Merchants accounts.

Every Merchant is to fet down his mark upon his Books of account, wherewith fet upon their his Commodities are marked. And in like manner, if a Company or Society of Meranaks to be chants do agree upon a mark, the same is to be set upon the Books of that Society: And if that Company do dissolve, the said mark may remain with the most antient of that Partnership, by the Custom of Merchants; whereof the Civil Law and the Law of Admiralty taketh notice in their judicature, and especially the Merchants Courts of Consulate. And if the mark of one of the Partnership be used for all, the fame upon dissolution of that Partnership is to return to the said party; and no Man is to use another Merchants mark, without especial leave had and obtained of the party whose mark it is. For even as Merchants do fail between the two dangerous rocks of Scylla and Charybdis in their course of Traffick, when Princes are at variance: So is the danger to use another Merchants mark without leave; because the party owner of the faid mark is to defend the faid Goods, if they be taken, or to Danger to use countenance the pursuers of the suit in Law for them, as far as they in reason may another Mans require, otherwise the said Goods may be lost as soon as taken. For as Ships are known by their Flags, and so taken to be at the Seas; so are Merchants Goods marked with another Mans mark, to be that Mans Goods, although it were not, and will be so adjudged in the Courts of any Admiral of the Seas; experience hath proved the same by two notable examples, worthy the observation.

Ragged staff.

In the year 1586. or thereabouts, Robert Lord Dudley Earl of Leicester was an Adventurer for Barbary, where he fent some Commodities by way of Commerce, unto a certain Factor (that did deal for divers other Merchants) there to be fold for his account, and to make return unto him of the provenue thereof in Sugar and other Commodities. The Fastor having fold some of the said Goods (considering the num-

ber of Men of War, which were then at the Seas, and the greatness of the said Early The Bear and thought good, that all the Chefts of Sugar and other Commodities which he fent home to all his Masters in a certain Ship, should be marked with the Earl of Leice-

> flers mark, albeit the least part did appertain unto him; the rather for that the most part of his Goods were yet unfold in Barbary. The Ship arriving within the River of Thames, no sooner were the Letters delivered, but the Earl laid claim to all the faid Goods, pretending the same to be his because of his mark: Hereupon the Civilians were of his fide for the point of Law, and the Merchants were compelled to make their best compositions with him, as they could agree; and the Earl lost nothing

thereby howfoever they fped.

In the year 1597: one John de Baffadonna, the Son of one of the Magnificoes of Venice, the resident in London, had a certain Ship which was fraighted for Lixborn, and fo to go for Venice, according as the Master thereof was bound by a Charter-party of fraightment, and in both places to take in all such Commodities and Merchandises as the Merchant should lade, or cause the said Ship to be laden withal, and to be discharged at Venice with the usual conditions of Sea-Laws. This Ship bearing the Venetian Flag of the Lyon of S. Mark, was well received and welcome at Lixborn, and every Man was willing to lade therein his Goods for Venice: Nevertheless some Portugals considering the dangerous times of War, did borrow the name of Italians and their marks also, and caused their Goods to be laden as appertaining to the said Italians, and made the Bills of lading and their Letters accordingly; other Portugals were not so provident, but did lade their Goods in their own names: Whereupon the Master of the Ship (being fure of the one, and suspicious of the other) resolved to come (with all the said Goods) first for England, to take advice whether this were a lawful prize or not, and being arrived at Plimouth, fent up to know the Lords of the Council their pleasure. So the matter came in question with the faid Bassadonna, and was referred to the Judg of the Admiralty, and divers Civilians, where the matter of the Flag was much respe-Eted in regard of the Seigniory of Venice, as matter of State; and the principal Goods laden and marked in the name of Italians, were adjudged clear by the Law. But the other Goods laden and marked with their own marks, were taken for good prize. So that it behoveth all Merchants to be careful what mark they use, &c.

The Venetian

CHAP.

CHAP. 'XXXIX.

Of the buying and selling of Commodities by Brokers and by the Candle.

T is an old Proverb, and very true, that between What will you buy? And what will you fell? There is twenty in the hundred differing in the price: Which is the cause that all the Nations do more effect to sell their Commodities with reputation by means of Brokers, than we do.; for that which feems to be gotten thereby, is more then double lost another way. Besides, that by that course many differences are prevented, which might arise between Man and Man, in their Bargains or Verbal Contracts: For the tettimony of a fworn Broker and his Book together, is fufficient to end the fame. And moreover it is many times a cause that Factors and Servants deal more faithfully for their Masters in buying and felling of all Commodities, or in Moneys by Exchange, knowing their evidence is extant against them. Therefore no Broker should be admitted unless he were sworn, and upon Affidavit or Certificate made by some principal Merchants, of his sufficiency and behaviour, and to put sureties for his true and good demeanour amongst Merchants, according to the custom of London. For albeit that the common saying is, That a crasty Merchant needeth no Broker: Yet it may much concern the Common-wealth, when too much hunting after forrain Commodities may increase the price of them, and offering our home Commodities to fale, may be an occasion of underselling them to the general loss comparatively considered, wherein (I think) the Bills of Entries made so generally common, by Bills of Entries made so generally common, by Bills of Entries in the copies delivered to Shop-keepers and others, are to be regarded. For no sooner tries in the content of are the goods entred in the Custom-Books, but the copy of it is delivered abroad House.

for every Man to run upon them.

The Venetians therefore have an Office, called Meffacaria, confifting only of Brokers, which deal between Man and Man advisedly; and in Spain they are of such estimation, that they ride on horse-back upon their foot Cloths, and having the Invoyces of Merchants Goods, they will deal for great matters at a time, against the lading of the Fleet from Nova Espagna and the Islands of the West-Indies, to be paid partly ready Money, and partly at the return of the faid Fleet; and then afterwards let you understand their Merchant: And many times they are of that means and credit, that for a small matter they will be bound to make the debts good, if the Merchant should fail, whereupon (as the Custom is to have one upon the hundred) they will condition but double Brocage, or less. Our Brokers of London take but two pence upon the pound (which is less than one pro cent.) for the sale of Commodities, and to hinder one another they will take less; which amongst Merchants beyond the Seas, is taken to be a disorder, for they are inclined to make the Brokers good gainers. The like is done in the Fairs of Frankford, where many Brokers do refort twice in the year, and they keep account of all the bargains that they make between the forrain Merchants, that come thither to make their paiments most by rescounter and assignation, after the manner of Bankers: For the Commodities fold in one Mart, are commonly paiable the next Mart, being twenty five and fix Months time one after another; wherein these Brokers are very necessary members and instruments also to transfer Merchants Bills obligatory for other Commodities, or to make payments thereby. The duties of the Alcavalla in Spain, are taken upon that confideration.

The

Selling by the

The felling of Commodities by the Candle, is an ancient Custom beyond the Seas, only for such Goods, Rents upon Houses or Lands, of the Houses also which require a sudden sale, after they have been one year and one day denounced by publication that they are to be sold; to the end that if any man will lay any claim thereunto, they may come in within that time. And these sales are made upon Fridays in accustomed places by publick Authority; for the better warrant of a buyer, the manner of it is thus: There is a waxen Candle or a piece of it, set up lighted in some place easie to be seen, and the standers by are required to make an offer for such Goods, or such a house; which being made, another will offer more, as they do in out-cryes, having still a regard to the burning Candle: Declaration is made how the payment must be, so that he who maketh the last offer, (upon the going out of the Candle) hath the bargain. If it do sall out, that there is consusion of voyces of the offers made, whereby it cannot be discerned who made the last offer, and the standers by do differ in their Judgment of it, then the Candle is set up again by those that are in Authority, and in like manner it is determined accordingly.

The Merchants of the East-India Company do imitate the same, and after publick notice given in writing upon the Royal Exchange in London, that such a day, such and such Commodities will be sold at such a place; Merchants and others (knowing the great parcels of Pepper, Indico, and other Commodities of Silks, Calicoes, and such like) will joyn together to buy the same in several Companies, and so buy the same by the Candle, as aforesaid, although it were a parcel of one hundred thousand pounds. The time for the payment is sour times six months, which is sifteen months in one payment, according to which (if you will pay all of it or part of it in ready Money by way of Anticipation) you shall have use allowed you accordingly, after the rate of ten upon the hundred. But their good orders re-

quire a more large declaration.

CHAP. XL.

Of buying of Commodities by Condition, termed Capiticus, and of felling things upon Cafualties.

HE buying of Commodities upon Condition is termed by the Civilians Capiticus, à capiendo, either to refuse or take upon a penalty; or sometimes upon a casual Condition. 'Which bargains are much used in the Low-Countries, as also in France, especially at Roan in Calice, where my self have made Money of Corn and Salt: And this bargaining is most proper for such and the like Commodities, the price whereof doth quickly rise or fall, and are also Commodious when a Mans Mony is not so ready, to buy much, and to make a great employment with little Money, which happeneth upon some sudden advice many times unexpected, whereupon Men are very hot either to buy or sell: Which is much used in Flanders in buying of Herrings before they are catched, by (flell gelt) as they call it, that is, by a sum of Money agreed upon to be paid, if the party do repent himself of the bargain, wherein he taketh a time of one Month or two to be advised according to the occasions and probabilities of the success.

To disburse or offer fifty pounds upon fifty Last of Herrings with fix weeks respite upon the condition after twenty pound, were equal to nineteen and twenty one, and without respite of time presently to say to be delivered at three Months, the 50 Last

at twenty pound amounteth to 1000th, you advance the Interest, Ware-house hire, Charges, Lackage, besides the Commodity that you have bought with the Mony, a bargain of 50 Last, when it would pay but 2 Last, upon condition to take or leave.

One hundred pounds delivered out to pay, the first year one pound, the second year two pounds, encreasing every year one pound, amounting in fifteen years to 128 pounds; in twenty years 2108, to 20 add one, multiply with 1 of 1 to 20, is 10, and so of all other augmenting, be it of 1, 2, 6, 8, &c.

The Conditions are divers: The certainty of the Mony which you do adventure

to lofe, being well confidered of, may turn you to gain, especially in places bordering upon the Seas or Rivers, to serve the In-land People, as Calais, Dunkirk, for Flanders, Henault, Arthois, and other Provinces. The like might be practifed in many Coast Towns of England; but strangers are more addicted to make casual

Bargains for Buying of Commodities.

For Selling of Commodities upon casualties, therein are we more frequent, efpecially of things not vendible at all times; to Sell them, Payable upon the return of fuch a Voyage from Venice, Turky, or other places, or upon the decease of such a Man or Woman, or at a Marriage day, or the first, second, or third Child, either Male or Feale. In all which Sellings Mony and Wares may be joyned together. But indelivering Mony with Wares at Interest, the Contract is Usurious by the Law.

CHAP. XLI.

Of dividing of Commodities by Lots.

LI Extreams being vicious, hath given me cause to write this exorbitant Chapter concerning the division by Lots; because there are Men in this Age so precise (by some called Puritans) that they can be well contented to Buy a Commodity in company with their neighbours, when their own Means and Credit cannot compass the same; but afterward to divide those goods (by the Lot) between them, they are very scrupulous, and hold it a prophane action, and they are (as they say) bound unto it of necessity, or else to take that which their partners do give unto them, and so let them cast the Lot amongst them; and what remaineth upon equal division they will rather accept of, than that any Lot should be cast for them: Yet they will more favour the Lot, than the casting of the Dice, or the measuring by Straws. To these weak Stomachs thus troubled with a Nausea, I would not minister any Cordials, Electuaries or Potions, to rid them of that distemperate humour; but a plain Vomit is fittest, the Moon being in Aries or Capricorn, which must be thus prepared.

As in Gods Church there never wanted true Religion revealed from God himself, fo amongst Heathen and all Nations, there never wanted means to acknowledge a Soveraing power; which caused them to devise a certain shadow of Religion, by Worshipping their imaginary Gods with a kind of Divine Service; the contemplation and use whereof they did esteem to be the highest degree of Felicity, or Summum bonum, infomuch that even in their blindness they did attribute the success of all things to proceed from above; using (for to attain to the knowledge of the Divine pleasure) divers means of Divinations, Imprecations, Oracles, and casting of Lots, because they wanted the Illumination of the most Glorious and Transparent Sun of the Word of God, by which we are taught to obey the known will of God,

and to reverence with admiration his Secret will not declared unto us.

Divinations

Divinations and Imprecations being not accompanied with visible and fensible apparitions, caused all Oracles to be in greater veneration: as that of Dedona, where Fupiter answered, striking the Caldrons with a silver wand: That of Jupiter Hammen in the confines of Egypt: That of Delphos, where an old woman answered in Greek verse: that of Laton; and that of Motenzuma in America, and others. All which ceafed, when and where the Sun beams of the word of God did disperse the misty clouds of darkness, and then all was abrogated, and only the casting and drawing of lots did remain as a Custom of great antiquity among all nations, recorded not only by prophane Historiographers, but also by divine Prophets and Evangelists. To which purpose we may observe two especial examples in the Holy Scripture.

Jonas 1.7.

The first is of Jonas the Prophet, who slying from the presence of God in a Ship sailing for Tarsis, was exposed to a very great tempest at the Seas, indangering the Ship and Mariners to be cast away at every moment; when it pleased God to manifest by the Lot drawn or cast by the Master and Mariners, that Jonas was the cause thereof.

The second is of the Lot cast by the Soldiers upon the garment or Coat of our Sa-Luke 23. 24. John 19. 24. Pfal. 22. 19. vior Christ, according to the Prophecy of David; alloting the same to some parti-

cular person, according to his good will and pleasure. But lest these Men should object, that the aforesaid examples are actions of the Hea-

thens, and but mentioned in the Holy Scripture; we pray them to remember, that the Children of Ifrael had no other means propounded unto them, to obtain Victory against their enemies, by removing the offence of the interdict or forbidden goods. 70/bua7.14. but the use of casting the Lot, which fell upon Achan, who had hid some of the forbid-

den goods, which were to be burned according to the Commandment of God, who was pleased that Joshua should find out the Man by Lot, and not by revelation.

The Apostles having appointed Barsabas and Matthias, and prayed the Lord to shew

them whether of the two should succeed in the Ministry of the Apostleship, from which Judas by transgression fell; gave forth their Lots, as the Scripture saith, and the Lot fell upon Matthias.

What shall we say of the division and partition of lands and goods, when the Land Proverb. 16.33. this day among divers notions. The faying of the Wife man being true, that the Lot is cast, but the success thereof is according to the providence of the prov

him to speak so often of Lots in his Proverbs.

The Grecians did make election of their Officers by the drawing of Lots, which they called Oftracisme; according to which the Venetians, in their rare Government of Ariflocracy, do at this day use the like, by their Balloting; and so do the Russians in their Government of Monarchy. So to conclude, all Nations do continue the use of Drawing or Casting of Lots on all occasions. Wherefore I hope these precise men will be hereafter more resolute to accept of their part of Indico in barrels, Sugar in chests, and Pepper in bags, marked and numbred according to the goodness, by the Lot drawn or cast, and expect Gods bleffings, according to the saying of the Wise man, as

I orafmuch as in Italy and Germany divers commodities and manufactures are difpersed, distributed, and in a manner vented by the means of Lotteries, which are continually extant in publick markets and other places; I cannot omit to fpeak hereof,

as a matter appertaining to Merchants.

There are two manner of Lotteries, namely Standing Lotteries, and Running Lotteries; The first limited for a continuance of time to be drawn at the end thereof, without intermission either by day or night. The latter to be drawn daily, and at all convenient hours, when the parties will put in their money, and have the Lot drawn instantly. To which end in many Places of Germany there are publick Shoppes and Stalls, where divers forts of manufactures are exposed to be fold, and to every Lot there is a Prize appointed to answer the faid Lot; whereby a man hath always something for his mony, and many times a Prize of good value. Being therein like unto the tree of Fortune, which is painted with blind Fortune fitting in the middle part

Ats 1. 26.

30shuz. 14.2.

Plutarch.

of the Tree, and all manner of Men, Women, and Children, standing or lying over the Tree of faid Tree, do receive somewhat falling from it; to the one a purse full of Money, to the other an halter; to the one a golden chain, and to the other a cutting knife: And to be brief, to some good, and to some other evil things, as is seen in all worldly affairs.

Standing Lotteries are flately and magnificent, confifting of Silver, Plate, Chains of Gold, Jewels, Cabinets, Hangings, Pictures, and other precious and curious things fit for Honorable Persons and others of quality. Albeit all Men are admitted to adventure therein; which is the cause the Lots are commonly made of twelve pence or two thillings, the number whereof maketh a compleat Lottery, fit to be drawn when the fame is full, which must be done by gathering in the Money in continuance of a certain time limited, as aforefaid.

The Running Lotteries are of Plate, Chains of Gold, and other things, whereof the price is in a manner certain, as also of Moneys: And for that they are instantly drawn, and Men willing to know their prefent fortune (as they term it) every one is inclined that the Money which they draw they will venture again in hope of a better, whereby their Lotteries are fooner filled. Both these forts of Lotteries have a kind of Table, wherein the Prizes are declared, which are valued by publick authority to prevent deceit and fraud, which in great standing Lotteries is more likely to be practised.

There is as many Bills made of the Adventurers, by their names or Poesies, as there are Blanks and Prizes to be drawn, answerable to the tickets delivered for the Money to every Man that is an Adventurer in the faid Lotteries: And all these Bills of Names being examined by the Magistrats or Commissioners, with the Books of Collection for the Moneys, are put into one great close basket, with a hole in the middle thereof for a Man or a Boy to put in his arm to draw them at the appointed time. all the Blanks and Prizes, with the like furvey of fworn Men, are put into the like close basket, after examination of the Prizes registred in the faid Table; which being all of one fashion and bigness, are publickly upon a stage mixt, tossed and tumbled in certain sheets of Canvas, before they be put in the said basket; and between the faid two baskets fitteth the Drawer, putting both his arms at one instant severally in every basket, delivering the Bills of the Names or Poefies with the right hand, and the Blanks and Prizes with the left hand, to certain fworn Men, which do read the Contents thereof openly to all the standers by; which Drawers or persons do change for certain hours (for they continue both night and day until all be drawn out, without stirring of the baskers.) Other some do herein observe certain hours daily, and upon every discontinuance they seal the said baskets under two or three seals, from time to time, proclaiming all Prizes by the found of the Trumpet, and stringing some blew papers in the files made of the Blanks and names: And the Prizes every day drawn are the next day to be feen in print, with affiftance of officers appointed to fee good Orders observed, in keeping the peace, upon all occasions of fallings out, which might happen amongst the unruly multitude of mechanical People. The Prizes are many, to avoid discontent, which the reading of many names and answers in blank provoketh. And commonly they do not exceed in number above thirty or forty for one; and so the least Prize being but ten shillings, is proportionably three or four to one in value or in ready Money. All the Prizes have a privy mark or number known only to some few persons, to prevent the counterfeiting of evil disposed persons or officers, which are hereby eafily discovered. For all the cautions and preventions of dishonest and crafty dealings are more than necessary in Lotterics, the rather of the common opinion of all Men, which hold it impossible for Lotteries to be without And here I may not conceal a great fraud committed in standing Lotteries, Caveat in Lotwhen not only the Prizes are overvalued or changed, but also when the parties of the teries. Lotteries will fet up the same to draw Men to adventure, and take that to their advantage, filling up the Lotteries themselves, and enjoying the most Prizes by the multitude of the Lots put in by them: Wherein they are like to the crafty common Outcrier for Goods fold publickly in out-cries, by appropriating to himself and his partners (who are only known to him) all such good bargains and penny-worths as he hath

Fraud of

with them continued to bring about, or as he hath undertaken to put to fale for other Goods fold by Men, under the colour of out-cries, felling them if he please, or keeping and retyring the Goods into his own hands, when he cannot advance them according to his will, wherein other Men are ignorant. And this being a vendition, may not be omitted to be noted in this book, concerning all manner of buyings and fellings: The rather, for that the adventurer in Lotaries incurreth less danger than Merchants do in the course of Trade, especially in Assurances, when they do adventure one hundred pounds for three or four pounds, from London to Barbary; whereas for one Lot of 12 pence, he hath a possibility to have allotted to him two or three hundred pounds.

The right ufe of Lotaries.

Lotaries are commendable, if they be appropriated to their right uses and good intentions, Fines coronat opus: For this maketh them to be of continuance, pleasing and profitable, when the benefit thereof doth redound to pious works, as for the erecting of Schools and Universities, maintenance of the Poor, and of Widows and Orplians, reparation of Churches, High-ways, and Ditches, for the Plantation of Colonies of People in other Countries, and building of Towns and Castles for their maintenance; as also to errect Pawn houses to supply the necessity of the Mechanical Poor, suppressing intolerable usury; whereof we shall intreat in the second part of this Book. concerning Moneys.

The Etymology of the word Lotary is derived from the word Lot: And albeit all Lotaries are things casual in respect of Man to whom the Lot falleth; yet in regard of the providence of God they are certain (in effect) by the aid Divine dispoints of the Lot. Infomuch, that howfoever the words, Fortune, Chance, Fate, Definy, and Cafualty, are borrowed from the Heathens; it cannot be denied but that (respecting the effects and operations of God towards Man they are proper diffinctions of Gods Divine Providence. And hence ariseth the proverb, Nemo sua sorte contentus vivit.

CHAP. XLII.

Of Association, Monopolies, Ingrossings, and Forestallings.

SSOCIATIONS are twofold, the one is done by publick Authority

Society of the Merchants Adventurers.

of Princes or States, upon Grants made by Letters Patents, which are properly called Societies; as the Company of Merchants Adventurers, which are of 400 years standing or thereabouts, reckoning from the year 1248, when the faid Merchants obtained priviledges of John Duke of Brahant, and were called the Brotherhood of S. Thomas Becket of Canter-bury, which were confirmed by King Edward the third, Henry the fourth, Henry the fifth, Edward the fourth, Henry the fixth, Richard the third, and King Henry the feventh, who gave them the name of Merchants Adventurers. After him also confirmed by King Henry the eighth, Edward the fixth, Queen Mary, Queen Elizabeth, and lastly by our Soveraign Lord King James; not without many Enemies and Oppositions, and most especially of late, taxing them to be Monopolizers, and unprofitable to the Commonwealth, being that all our Clothes were not dreffed and dyed in England. Whereupon their Patent was for a time suspended, but afterwards confirmed again unto them by his Majesties ample Preclamation. As this Society is of ancient estimation, so is their Government very commendable, and preferveth the amity and intercourse between the Realm and other neighbour Princes and States, venting the best Commodities of the Kingdom; yet fo, that every Man felleth freely at his pleafure, without any combination or limitation, to the great honour and fervice of the State, wherein they

may daily see and observe more and more, as is heretofore declared.

The East-India Merchants are also a Society, but their Adventures run all into Societies of main Stocks, and is governed and carried all joyntly upon benefit or loss. This Edi-Indies, Company began in the year 1500. So the Merchants of Turky are a Society. Company began in the year 1599. So the Merchants of Turky are a Society. Also the Virginia and Bermuda Merchants, and divers others, are Societies Incorporated

by his Majesties Letters Patents as aforesaid.

The other Affociation is done by and between Merchants of their own authoria Partnership by Contract, ty, joyning themselves together for to Deal and Trade either for Years or Voyages: And this is properly called Partnership, where one Man doth adventure a thousand pounds, another five hundred pounds, another three hundred pounds, and another four hundred pounds, more or less as they agree amongst themselves to make a stock, every Man to have his profit, or to bear losses and adventure according to their several stocks in one or many Voyages, for one or more years, besides the Moneys taken up at use to Trade withal, proportionably according to the rates of their stocks by parts and portions, to be divided into so many parts as they agree: Wherein the conditions are divers, which must be observed truly, and the accounts accordingly; otherwise all will run into a labyrinth and confusion. And by the Common Law, one Partner cannot proceed against another, and in Chancery the Suits may be prolonged for the life of a Man, unless the Law-Merchant be better understood, and the Auditors office be inabled to end these businesses with brevity and expedition.

There is another branch of this manner of Partnership, which cometh to pass, Partnership when Factors beyond the Seas, dealing for divers Merchants, will fometime make im-by imployment. ployment of several Mens Money in one kind of Commodity to be divided amongst them. Here one may become a Partner unawares and unknown; as of late I know the like did happen in a great bargain of Tobacco, whereupon all the Partners, being feven in number, are fallen out, and divers of them are in Law. This course (although used) is very dangerous, especially when they use many Factors. One Merchant senderh Commodities to his Factor to be fold in Spain, and giveth order that by that means he shall provide Money for his part of the imployment of Tobacco to be made. Another Merchant he sendeth a Letter of Credit to a Friend of his, that so much mony shall be taken up by Exchange for Antwerp or London, as shall be needful for his part. Another Merchant he causeth so much Money to be made over to his Factor, by Exchange from Antwerp, as will furnish for his part. Two other Merchants dwelling in Spain do furnish their parts there themselves. And amongst them all they admit in Spain one Factor dwelling there to buy the Tobacco, and he hath a part with them, but finds the means to disburse no Money for his part, hecause he buyeth the said parcel of Tobacco, amounting to some twelve thousand Ducats, and conditioned to pay a good part of it at fix or more Months. And the seventh Merchant he provides not any Money, and nevertheless will have his part, because he gave order to his Factor to take it up by Exchange for London upon him, promifing that he would pay the same here. Hereupon the bargain and imployment of Tobacco is made, the Goods received and fent over to London, where it is dividedly delivered to some of the said Partners to be fold, with one anothers privity, for the general account of them all, to be made up amongst them to clear the said account, and every Man to have his part of the benefit and profit, and likewise to bear such losses as may decrease their profit, according to equity and conscience. Interim it happened, that the Factor who bought the said Tobacco died insolvent, who did not only leave his own part unpaid, but a far greater sum, which the other two Partners were fain to pay, being bound for it, in all amounting to 1300 ff sterling. Now the question is, How this loss shall be born amongst them? The first Merchant he saith, I did send Commodities, and by the provenue thereof my part was paid by him that died, and that dependeth upon accounts to be cleared between him and the party deceased. The second Merchant he saith, my part was paid in ready Money in Spaintaken up by a Letter of Credit, and I am to bear no part of the loss: And so saith the third Merchant that made over his Money by Exchange from Antwerp: The Partners dwelling in Spain, they fay, that they have not only paid their parts of the Tobacco, but also the 1300 to which were owing to the Merchant that fold the Tobacco; and therefore they demand much Money due unto them, and that refleth also upon account between the party deceased, and them and others. The party deceased (being decayed) hath few to undertake the administration of the estate: And the seventh Merchant is contented to bear his part of the loss, so he may come in for his part of the gain, and faith, that if the Money had been taken upon him by exchange, he would have paid the fame. But howfoever, he is able to prove that he had provision sufficient to pay his part, in the hands of some of the Partners there; and forasmuch as he hath born the Adventure of the Seas of his part of the Tobacco he claimeth his part of the gain: For if all had been call away at the Seas, it is certain the rest of the Partners would have made him to bear the loss of And thus they are in a Dilemma, and having some of them bonds, others Contracts, and fome but Accounts and Papers, they know not how to make an end; and fuch as have more than their own are remiss enough to procure an end. I have thought good to fet down this case, because Men of understanding may Judge how it is possible that the Common Law (by the strict and peremptory proceeding of it) can determin the same without the Law-Merchant, not knowing the custom of Merchants, being also impossible to direct a Jury of twelve Men in the premuses, wherein I am now an Arbitrator my felf.

Description of Monopolies.

A Onopolies are somewhat displeasing, because the property of them is commonly to ingross things to an ill end, increasing the price thereof disorderly, drawing a general benefit to a particular, diverting the course of Trasfick. But forasmuch as they are used now adays, it will be convenient to distinguish them by Rea-Sonable, Unreasonable, and Indifferent.

Reasonable, of such things and trisles as are for pleasure, as Starch, Cards, Lute-

strings, Tobacco, and fuch like.

Unreasonable, as of Flesh, Fish, Butter, Cheese, or needful things for the suftenance of Man, without which he can hardly live civilly.

· Indifferent, as of Velvets, Silks, Sugar, Spices, and other delicacies and dainties

or curiofities, Indifferent to be used or not.

Engroffing.

All these are done by publick authority of Princes and States, by Letters Patents granted for term of years: But ingroffing is done by privat persons of their own authority, which is commendable, to keep Commodities in reputation to maintain a Trade thereby; as when Men of means do ingross and buy up a Commodity, and for reasonable gain they sell the same again to Shop-keepers and Retailers. This is much used amongst Merchants of all nations, otherwise when abundance of a Commodity doth so much abate the price of it, that Merchants do become losers and discouraged, then the Traffick and Trade is thereby overthrown, to the general hurt of the Commonwealth: In which respect it is better to pay somewhat more for Commodities, than to have them altogether over-cheap, especially for Commodities serving for the back, and not for the belly, which divers times by forestallers become dear. which kind of People (Regrators and others) there are very good Laws made, which lers, called by the Givilians, the Magistrates are to see observed: And in France and Scotland the Admirals of the Seas have an absolute authority to look unto this inconvenience.

The Government of Noremborough in Germany is much to be commended, not only for the provident care to prevent forestallers, but also for the ingrossing or incorporating of all manufactures into their own hands, to fet the poor People continually on work, themselves causing the said manufactures to be sold at such reasonable rates, as none can make or provide better cheap than they do; whereof abundance is bought, and fent for the West-Indies and other places, the mechanical People are very much cherished by them, and all Artists are welcome unto them, which maketh

their

Commendable Engroffing.

Forestalling or Forestal-

Dardanarii.

their City populous. The Hollanders do imitate them, and some mony of the Bank at Amsterdam is imployed therein; for the Proverb is to be commended, Sceptra

fovent artes.

The Civilians have made the Latine word Monopolium borrowed from the Greek. to be less understood, because of their many definitions thereof : which made me to treat of Aflociations, Monopolies, Ingro!lings, and orestallings, as having affinity one with another, and to describe them in divided manner, as also to note their coherence, as followeth. For an Affociation, Company, or Society may become a Mono- A Society poly in effect; when some few Merchants have the whole mannaging of a Trade, to may become the hurt of a Commonwealth, when other Merchants are excluded to negotiate with their flocks to vent the commodities of the Realm with reputation, according to the Word Mores, Solus, and man, Vendo, to fell alone. And as this is done many times by one Merchant, for one kind of Commodity, be it Corn, Salt, Oil, Wools, and the like; so may it be done by a Society of Merchants continually, under the colour of Authority. Albeit that there be no combination to limit any certain prices for the fale of Commodities in the particular of one Merchant or more Merchants agreed together to buy up a Commodity, it may be called a Forestalling. As one Dardanus did, whereof as we have faid) the name Dardanarii was used by the said Civilians, who define them to be Massida, Qui omnia præmeunt, ut carius vendant, That Forestal or Buy up a Society things, to the end they should Sell them dearer. Which although it be agreeable to may become the Practice, Meaning, and Intentions of Merchants; yet the Practice is contrary to a Monopoly. the Laws, for it would run into disorder in the Government of a Common-wealth. In the general, where a Society Buyeth Commodities apart, and Selleth apart, although under orderly Government, it is in the nature of Ingroffing, as the Manusactures of Noremberg aforesaid; and being done with discretion and good order, it can give no cause of offence; but the abuse thereof made the same odious. and so generally to be known of all men, as the word Usury is, implying a biting. Definition of a Monopoly.

He truest definition of a Monopoly therefore is, A kind of Commerce in Buying, Selling, Changing, or Bartering, Usurped by a few, and sometimes but by one person, and Forestalled from all others, to his or their private gain, and to the hurt and detriment of other men; whereby of course, or by Authority, the Liberty of Trade is restrained from others, whereby the Monopo-

list is inabled to fet a Price of Commodities at his pleasure.

A Merchant of London having sent a great Ship to Zant, to Lade Currans and Wines; being there arrived, another Merchant there inhabiting, upon knowledge hereof, caused all the Currans to be bought up, to prevent the said Merchant, and to compel him to Buythe said Currans of him at dear Rates, to Lade the said Ship; which made the Factor appointed to Lade the said Ship, at his Wits end. But being Ingenious he devised a course to disappoint the said Forestalling Merchant, and caused Bills to be set up in all publick places, to give notice that the said Ship was come, to take in Merchants Goods for her Lading, and to return for London. Which being understood by him, brought him into a secondary, and to set all the Brokers of Zant on work, to help him to Sell the said Currans again, whereby he became a loser. In this and the like cases the said Societies are to have a care of prevention; otherwise it is the part of the Prince to look unto it with a politick Eye, upon complaint made, as of late years hath been done, when the French Merchants did strive to bring new Wines sirst to the Market, thereby inhauncing the price of Wines in France. It was ordered and commanded by Proclamation, That no Wines growing in France should be Sold or put to Sale before the first of December, to be observed every year.

For the like was done heretofore by our Merchants trading Spain, in the Buying of Rotta Raifons, by an order amongst them, That none should be Sold by them before the last of Odeber: Which being known to Merchant Strangers, made them to Preoccupie the market (they not being bound to their orders;) so that this is to be

done more properly by the Kings Proclamation.

Here

Preemption of Tin.

Here I call to mind my former observation of that Royal Commodity Tin, which above one hundred years fince was fold for forty shillings the hundred, when the best Velvet was fold for ten shillings the yard: how Merchants trading to Turky found fault with His Majesties preemption of the said Tin, and caused the same to be abolithed, to keep the price thereof at fifty five shillings the hundred, and (bringing in Currans, Levant-wines, Spices, and Indico, at dear rates, as they fold them) used all means to suppress the rising thereof: which being considered of by foreign Nations, caused them to use means to incorporate or ingross the same, whereby that Commodity came to be of more estimation and request; whereupon the said Preemption was reestablished, which hath encreased the stock of the Kingdom since that time above fix hundred thousand Pounds, being risen to double the Price, and yet but proportionable to the Price of Velvets and other Commodities. On the contrary, another Commodity Mineral, namely Copperas, which was fold heretofore (when there was Letters Patents for the fole making thereof) for 10 to and 12 to the Tun, whereof a great Trade might have been made for other Countreys; hath been so ill governed by Workmen underfelling one another, and for want of orderly carriage, that the same is fold under 3th the Tun, and is become a meer Drug out of request, by the abundance made, and indifcreetly vented, bartered or exchanged. France yielding abundance of Salt, although one year more than another, fuffereth not the Commodity to be overmuch vilified. For albeit that the Subjects within the Realm do not care how good cheap they buy the native Commodities, because of their own benefit, yet the Prince ought to have a care to reduce them into Trade, with a respect to the foreign Commodities brought into his Kingdom. So that not only those Letters Patents or Priviledges granted by them, for the reward of new Inventions, are necessary, but also some directions to Companies or Societies are (in policy) very requisite. Vertue in a Common-wealth ought as well, and rather (in some respects) to be more rewarded than Vice to be punished by cutting off the Malefactors.

Letters Patents for new Inventions.

This is agreeable to the Common-Law of the Realm, and the Fundamental Laws of all Nations, granting the Projectors or Inventors priviledges for 21 or more years, which some Men, without distinction of Monopolies, would have abridged to 14, 11, or 7 years, wherein the thing it felf ought to make the difference upon good confiderations, and not to measure all things alike. For example, the Grant made for the fole Importation of Spanish Tobacco doth gain and save the Kingdom many thoufand Pounds yearly; for Bays, Says, Perpetuanoes, and the like Commodities, which these two years have been sold in Spain with fifteen upon the Hundred Loss, toprocure Money to buy the faid Tobacco, are now fold to so much benefit, besides the advancement of the Plantations of Virginia and the Bermudas. But this is not proper to be done for other Commodities that are not of that nature, neither of Commodities to be exported, wherein such and the like considerations are to be had.

The general intention of all Grants by Letters Patents for Manufactures hath a relation to fet the people on work, to recompense the Inventor of the Art or Science, and that things may (in some measure) be better cheap to the Subjects. What shall we fay then of those Grants which make the Commodity good cheap to foreign Nations, and dearer to the Subjects? Surely this cannot be without some great abuse.

If a Killn for the drying of Malt for all the Kingdom over were invented to be done with Pit-cole, better cheap than with Wood-fire, and more pleasing, without the scent of Smoak; and that this Killn or Killns were placed in convenient places for all Mens access, whereby they should save much Charges, and have their Male better cheap; if hereupon Letters Patents were granted to reward the Projector, no Man of judgment will call this a Monopoly, nor any part thereof, although the publick Liberty feemeth thereby to be restrained. For take it another way, and you shall find it rather to be a common distribution than a restraint, whensoever it bringeth a general Good and Commodity to the Common-wealth.

The Statutes of the Kingdom, restraining from the exercise of sundry Crasts all fuch as have not served an Apprentiship unto the Art which they would exercise, do

The Farm of Tobacco.

to no other end, but that those Arts might be brought to better perfection, and the things made might be good and ferviceable for those that buy and use them.

Some men are well contented, if a Prohibition or restraint of a Commodity be done by Act of Parliament, and they will no manner of ways have called the fame to be a Monopoly, although it be so in effect, when a Society of private Merchants have a priviledge to themselves only to sell certain commodities, or to import them, and all other subjects are excluded, although they were neither the discoverers or first inventers thereof. But if it be done by the Kings prerogative, then they take it to be a kind of Monopoly. So that if it be by a difpensation upon a Penal Law, they make the same questionable: wherein nevertheless the Princes wisdom is to rule for the good of the Commonwealth.

Others would have all things at large in the course of traffick, and that there should be no Societies or Corporations of Merchants for any places of Trade; but that by way of partnership Merchants might affociate themselves to make or enterprise some voyages, or in fending of commodities in Copartnership, without regard had, that Innovations are dangerous, where the Trade hath been carried always by Companies or Societies, whereof some are of great antiquity. This is more considerable in the governments of Monarchies (and especially in Islands) than in State or Popular governments, where the overballancing of foreign commodities is not respected, neither the overabundant inhabitation of Strangers, which augmenteth their customs and Impolitions laid at pleasure upon their commodities, as a principal matter whereby they

Others make a difference between Companies or Associations, dealing in a joynt stock or apart; affirming the negotiation of a joint stock to be within the compass of a Monopoly: nevertheless they would be contented to tolerate the same for the imployment outward. But for the returns homeward they would have a division in kind or species, of the commodities which they receive: which is contrary to the manner of the Portugals, whose experience hath made apparent unto us, that they have for many years fold their spices and other East India commodities with good order

and reputation for their benefit.

And in this course they use many times other mens names, according to the Cu-Merchants from of Merchants; as they do also manage other mens affairs in their own names: Using each but this is done with the privity of the party whose name is borrowed, and thought others name

worthy to be trufted, other wife it may prove very dangerous, especially in time of war.

Touching forestalling of corn and other commodities in markets, it is (as I have faid) provided for by Laws; nevertheless the Civilians have noted, That by the Municipal laws of all Countries, it is not prohibited for any man to make his provision of corn or other victuals for one whole year, and upon changing of mind to fell the same again for profit.

CHAP. XLIII.

Of Merchants Oppignorations.

Erchants Oppignorations are more used in regard of the commodiousness of it, than upon necessity, as other goods are pawned. For when a Merchant hath a Ship come home, laden with Wines, Oyls, Woad, or such like Commodities, and is to pay a great fum of money for Fraight, Cu-ftom, or Impost, he will not willingly disburse any more money, but will endeavour

to fell part of his commodities to pay the same withal; because that thereby he may avoid the payment of interest for money unto others, which sometimes he cannot so readily find upon his own Bond alone; and if he do, then must he be tied to take the fame for four or fix months, and pay that interest; when within one month he may make monies of his own goods. Upon confideration whereof, fome rich Citizens that have great Houses, and many Cellars and Ware-houses, and to let them at greater rents, have been content to lend mony upon the goods brought into their Cellars and Ware-houses, paying after the rate of ten in the hundred for the year, and when they fell their goods they must pay them the said mony, for they do trust Bayard in the stable. In which regard the houses of Commerce are very necessary, and other such houses that are spacious to receive great quantities of Commodities, where the Customs and Impositions are only payd by the sale of the Commodities, and you may borrow more mony for little or no confideration at all. And hereby doth a Merchant inlarge his trade, and young Merchants (having small stocks) find great ease and commodity. You have at Lixborn the Alfandega, in Sevil a Dicana, at Venice Il fontego: at Antwerp the house of the Easterlings is memorable, whereof I did deliver the figure in print to the late Earl of Salisbury, when he caused the Brittains Burse to be builded in the Strand; and Withall a project to build a house of Commerce upon Towerkill: which he did like exceedingly, and protested that if he had not begun that work, he would undertake this project; which I do here declare, in hope that some honorable friend to Merchants may be pleafed to build the same hereafter.

Houses of Commerce.

Domus Commutationis.

He Situation of this House of Commutations or Commerce, would be very commodious upon the Tower-hill, to be made of Free stone: the proportion almost square, according to the said Easterlings house at Antwerp, leaving a fair street on every side; the fore part thereof towards the River of Thames, and the water to be brought before it, by cutting in the dock below the Tower wharf, to as two ships of ordinary burden may at one time come in, to discharge at the Cranes to be made there for the purpose.

The driness of the ground is very fit to make great Cellars, in the midst a stately Court, and all the lower part of this house, double Ware-houses for Commodities of great bulk; and over that Galleries answerable to the lower part, set upon stately columns, full of Ware-houses for small wares of value: and so for a third story, and double Garrets for corn and such like commodities, reserving some fair rooms for the entertainment of great Personnages coming from beyond the seas, to feast them only: also with a magnificent Turret, great Gates, and places with ballances and beams to weigh all forts of Commodities.

The earth of the Cellars would ferve to raife the hither part of the Ditches of the Tower, to make them deeper, and part of the ground level, fit for goodly Walks, and for the scouring of the Dock or entrance, a Mill might be made to grind Minerals and other things.

One part of this house to serve the Clothiers that cannot conveniently at all times sell their Clothes at Blackwel Hall, which they may remove when they have occasion to use mony to buy necessary commodities to maintain their trade; which commodities they may have for that mony, or by way of commutation, as Woolls, Oyl, Woad, Indico, Cutcheneal, Allom, Copperas, or other such like, extant in other Ware-houses of this house, as by the Register kept thereof will appear; whereunto all Brokers shall refort, and have notice if they will.

When the Clothiers shall have this commodiousness they will encrease their Trade, and set more people on work to make good clothes according to the statute; which will be more vendible beyond the seas, to the general advancement of Traffique, his Majeslies Customs and Impositions, and all other dependances thereupon.

No man is compelled to bring his commodities to this house, but allured thereun-

to by the commodiousness and benefits thereof, because of the ease of Ware-house Room and Cellarage at easie rates, the Commodity of sale or barter, the forbearing to pay Customs and Imposts for a time, the taking up of Monys to serve his turn, and

the goods better assured than in other places.

According to the faid house of the Easterlings at Antwerp, there will be x08 Cellars, and double that in ware-houses, and after that so many garrets, in all above four hundred Rooms. The benefit thereof will be very great, one with another at ten &, is 4000 ft. The benefit of weighing all Commodities, and the felling and registring of all will be much more. And all the charge of this house is by the computation of some Workmen to be done for 15000 th, and may yield 10000 the yearly profit, to the honour of the King, reputation of the City of London, welfare of the Realm, and credit of Merchants.

Our Staple of Wools (heretofore kept at Calice and Bridges in Flanders) is now Staples of out of use and Staple Towns are all as it were incorporated into London; and therefore it is to be hoped, that some worthy Merchants will of good affection to the City and State, be ready to refolve to undertake this building of the house of Commerce,

as a worthy monument for Posterity, and ease of all Traders.

The old Romans (when Monieswere first made of Copper , and then Silver , and Mensa Arbefore Golden Coins were made) had appointed a place called Mensa Argentaria, gentaria, where they lent Monies upon commodities for a reasonable consideration, to advance Traffique and Trade; which in comparison of ours was but in his infancy, and therefore to be left now to the mercy of monied men (without other provision by authority to supply mens occasions) seems to be impertinent, especially when Monies are not

Having hitherto treated of buying and felling, and the dependances thereupon. now we are to speak of receiving and paying by Monies, and of the manner of Merchants dealings therein. But this doth properly appertain to the second part of the Law-Merchant, where Monies are compared to the Soul of Traffique and Com-

Returning therefore to the faid matter of Oppignorations, let us note the questions A question of Civilians, Whether in the general binding of a mans goods, wares to be fold (cal-touching Merled Merces Vanales) are comprised, by saying, he binds his goods present and to come? Oppignorati-The answer is, that they are bound, but yet the sale of the said goods is not hindered tions. thereby, unless they were pawned and obliged to be in a place certain, and named in the writing there to be extant. Also in Tacita Hipotheca, or as it were close pawning, Merchants mony may be comprehended and made liable: but this is to be understood of Monies had some other way; for it is reason that the Mony which a man taketh up Titulus manshall serve him to expedite his affairs.

Also in binding of future goods, it is to be understood only of such goods as he may get during his life, and not by any of his heirs. These reasons have a reference to Traffique, which is a general body, and Commodities by Merchandise or Commerce do supply themselves in their places; so that when some Commodities are disposed of, other Commodities come into the room thereof: and the Laws have alwaies more regard to the general than to the particular; infomuch that a woman, even for

her dower, cannot arrest her husbands goods, finding his estate to decay.

CHAP.

CHAP. XLIV.

The Proceedings used against Bankrupts.

He mutability and inconstancy of all worldly affairs, and especially

A Dutch proverb Englified.

of Merchants estates, causeth me to remember the ancient Dutch proverb, Goods lost, nothing lost; Credit lost, much lost; Soul lost, all lost: for to be rich and to become poor, or to be poor and to become rich, is a matter inherent to a Merchants estate, and as it were a continual and fuccessive course of the volubility of variable, blind fortune, which is admitted (according to the heathen word) for a distinction of Gods Providence, as the words of Fate, Destiny, Chance, and the like are, for the better understanding of it: So that by the frequency of it, Merchants have made a great difference and distinction between a Merchant which is at a stay, and taketh days for the payment of his debts, or one that is broken or bankrupt, having an especial regard herein for the preservation of credit, which is as tender as the apple of an eye. For it hapneth many times, that Merchants having taken up mony at interest to augment their trade, and thereby doing good to their Prince and Countrey, shall receive some unexpected losfes by wars on land, or Embargo's or restraints of Princes upon the seas, of their ships and goods, or by having fold their goods and merchandifes at home at long days of payment, or otherwise upon other occasions, having their best means in remote places, whereby the faid Merchants cannot fuddenly make payment of fuch Monyes as they have taken up at interest, which in that interim may be due, and so they are driven at a stay, although they have very good estates. For some rich men (who like an Ape tied to a Clog, which thinketh that he keepeth the Clog, when the Clog keepeth him) are so tied to the Clog of their wealth, that upon the least rumours of troubles and accidents happing to their debtors, they become suspicious of these mensestates, and fearing to become losers, are so inquisitive of their debtors means (without reafon and discretion) to the great hurt and impairing of Merchants credit and reputation, that thereby they are driven into a streight on a sudden, and so overthrow them (unwares many times) to their own hinderance and loss. So that Merchants must be very provident and careful with whom they deal, in taking credit for Monys; and not to have too much of their estate abroad; for the proverb is true, That he who is farthest from his goods, is nearest to his loss. And in this case Princes have great reason to interpose their Prerogatives for the desence of these Merchants persons and goods, for prevention of their overthrow, until their goods come to their hands and disposing, that have been detained as aforesaid.

A caveat for Merchants.;

This difference and distinction between a Merchant taking days of payment, and a Bankrupt, doth encourage men to deal honestly and conscionably, especially with the Vertuous and well disposed; for Virtus laudata crescit, whereby they pay every man his own in time, and for the most part with interest for the forbearance of their due debts: and therefore is it, That to call this man a Bankrupt, beareth a great action by the Civil Law, as also by the Common Law of the Realm, which is very careful for Merchants credits and reputation: For that Merchant which in the storms of adversity sheweth to be a good Pilot, deserveth great commendation of the care and endeavours which he useth to prevent the ship-wrack of his reputation and credit, especially with a good conscience, which will be unto him a continual seast, although the seas be turbulent, for he is armed with patience, and not destitute of comfort; and on the contrary, those that like cowards become careless of their credit, or being of an evil disposition, seek to desraud their creditors, and to inrich themselves by their breaking,

paying

paying little or nothing; they do not only deserve a name of desamation, but ought to be met withal by some severe punishment by the Law. It is not long since, namely severe punishin the year 1602, that there was a Merchant at Roan in France, who together with his ment of bank-Son and a Broker, had consederated to buy great store of Merchandises upon their rupts. credit, of purpose to break and to inrich themselves; which being known, made them to be apprehended, and the Court of Edicts did proceed criminally against them, as Thieves to the Commonwealth, whereof, they were also convicted, and all three of them hanged in the market place: observing that the reprehensive proverb (Dat veniam corvis vexat censura Columbas) was to be remembred, To punish the small Thest or little Thief, and to suffer the great Thief to escape, which is unreasonable.

The Statute of Bankrupts, made and provided by our Law against Merchants and The Statute a Citizens only, was done to a very good intent, if it were executed accordingly, with rupts, due consideration of the quality of persons, and their behaviour. But some can prevent the means of suing for the same, and so break the strength of it, as easily as a Spiders web, whiles plain dealing men are laid hold of, that have an honest intention to pay every man according to their ability present or suture, as God shall inable

them, for Oltra posse non est esse.

But these well meaning men are oftentimes hindred to perform their honest intentions, by the hard and obstinate dealing of some of their Creditors, to the utter overthrow of them, their wives and children, and the general loss of all the rest of the Creditors. These men therefore are to be over-ruled by the Lord Chancellor, who may compel them to be conformable with the other Creditors, according to the Cuftoms of Merchants in other Countries: And there hath been in times, during the reign of Queen Elizabeth, a Commission granted under the great Seal of England, for the Commission relief of distressed prisoners in the prisons of the Fleet and the Kings Bench, which for the lester Commission if it were renewed for the relief of the one, and the finding out of the of prisoners. other, would work much charity and contentment to the subjects. Howbeit to prevent these extreams is more commendable; for many Merchants and Shop-keepers do flourish and become rich again, if their Creditors be favorable unto them, and do pay every man to the full. Therefore are the Letters and Licences devided amongst Letters of Li-Merchants, which are as a Pass-port for the persons and goods of the debtors, given by cence given to the Creditors, by way of Covenant, that they shall not (for and during such a time or term of years) trouble or molest the persons and goods of the said debtors, nor cause to be molested, arrested, or troubled, upon pain and forfeiture of their said debts, to be pleaded in Barr against them for ever, as a full payment of the same.

Merchants concurring with the course of the Civil Law herein, doth make a restauration ration of credit to those that pay their debts to the full, nowithstanding their losses of credit. which they have sustained; and they may have a publication made of it, by way of intimation to all men upon the Exchange or other publique places, for a perpetual remembrance to Posterity, of their honest, religious and commendable endcavours and behaviours, to the honour and credit of their house, kindred, or good descent. Which is more especially regarded in Spain, where a Merchant or Citizen being decayed in A Gentlemans his estate, and having paid according to his ability, yea although he doth not pay at priviledge in all, shall be freed from all arrests and troubles touching his person, if he make proof spain. That he is a Gentleman by birth: Which extendeth so far, that all Merchants strangers may have and enjoy the like Priviledge, upon Certificate made by any that is Embassadour or Agent for that Country; who commonly will do it upon the verification of it, by the Heraulds or otherwise: which causeth men not to degenerate in vertuous

For the better incouragement, and to retain men in their duties, the Custom of

actions, although adverse fortune playeth her tragedy; which they overcome with constancy and magnanimity.

The faid Statute against Bankrupts is made upon very great consideration, which lieth not against a Gentleman: so that to call a decayed Gentleman a Bankrupt, (although he have had dealing in the world) beareth no Action at the Common Law, unlike the world of the w

less he were a Merchant or shop-keeper, &c.

The

Commissioners for the Statute of Bankrupts.

The Commissioners appointed by the Lord Chancellor under the great Seal, to execute this Commission of the Statute of Bankrupt, must be Counsellors at the Law, joyned with some Citizens or Merchants, which are to seise of the party (which by the faid Commission is proved to be a Bankrupt) all goods, debts, chattels and moveables into their hands, and to appoint one or two of the Creditors to be Treasurers of the fame, which is afterwards to be diffributed by the faid Commissioners, unto all such as they thall find and admit to be right Creditors to the party (and with his privity and consent) upon such specialties, books, or accounts as they shall produce, and be made apparent unto them; which must be done within four months after the date of

tute.

The contents the said Commission. For if it be after the four months expired, they may exclude of the said Sta- any Creditor if they see cause: so that the said distribution shall be done to those only which have been admitted within the faid time, according to their feveral principal fums due unto them, without any interest for the sorbearance since the specialty was due, or any forfeiture; howbeit charges in Law expended for the debt shall be by them allowed according to their difcretion. So likewife is it in the difcretion of the Commissioners to admit any Creditor to come in, where the party was surety for another, if that party be likewise decayed. For it is usual for interest Mony that two. or three are bound together, and the Collateral Bonds which they give each to other to save harmless are to be considered, both by the said Commissioners and the Creditors.

It is also provided by the said Statute, That who soever shall be found to have voluntarily yielded to any arrest, or his body to prison, and so remaineth in prison for and during the time of fix months, thinking by that imprisonment to free his Goods, and to deceive his Creditors; against him may the said Commission be sued forth and executed accordingly; for he is to be taken for a Bankrupt according to the faid Statute: And if the party be at liberty, against whom the said Statute of Bankrupt is taken out, the faid Commissioners may (if they see cause) commit him to prison, and give him some allowance for his maintenance. And of all their proceedings there is a Register appointed by his Majesties Letters Patents under the great Seal of England to record the same, until the Lord Chancellor do dissolve the said Commission by a Supersedeas.

Definition of coctor.

The Civilians are copious in the description of this argument, and have attributed the word De- unto this kind of people the name of Decoctor, which is derived from the word Decoquo, as it were to confume the substance of things by decrease and evaporation of boyling over the fire, otherwise called disturbers and consumers of other mens goods in the course of traffick. Nevertheless they do observe great distinctions between these persons, as in the treatise De Decostoribus, made by Benvenuto Straccha, appears. the definition of Bankrupts is three manner of ways distinguished.

First, when a man becometh insolvent, by losing his goods and other mens by fortune, mischance, and casualty: which man is not taken to be infamous by the Law,

endeavouring to make fatisfaction as he can.

Secondly, when a man by wasting, spoiling, and vitiously given, consumes his own

and other mens goods, and he by the Law is infamous.

Thirdly, when a man is decayed partly by wasting and spoiling of his own and other mens goods, and partly by misfortune and accident; and this man is taken to be

infamous if he be vitious.

Hereunto I may add the fourth and most vile person, who enriching himself with other mens goods, breaketh without just cause, and only of purpose to deceive men, according to the aforesaid example of Roan. Albeit I am of opinion, that the said Civilians have left them out of the number to be criminally punished, as Thieves to the Commonwealth, by the Magistrates or Princes authority, as the Banker of Florence was, who breaking for many Millions of Ducats, made a fudden and deceitful composition with his Creditors for the one half, and paid them in ready Mony: Which being understood by the great Duke, he caused his process to be made instantly, and thereupon he was executed also accordingly; which was good justice, and is to be done by the Magistrates, and not by the Creditors. As of late years one of Genova in Italy

did unto a debtor of his, whom he knew went about to deceive him for great fums of Punishmen to money; whereupon he caused a Chair to be made, and called the party to his house, of Bankrupts and entreated him to fit therein; which being made with certains engines, did suddenly so gripe and inclass his faid debtor, that he was compelled to pay him; or it might have cost him his life. True it is, that in Russia a man hath leave to beat or to have his Debtor beaten upon the hinder parts of the legs, if he cannot pay, and therewith he is discharged: which is not so cruel as to keep him always in prison, and make him endure a lingering death: wherein the undoing of wives and children are made partakers unjustly.

Concerning fraudulent dealers the Law is, That by making Cession they shall not be relieved, and may be apprehended in the Church; whereas a Free man cannot be

arrested or taken in the Church, but may be unto him a place of refuge.

If he be found a fraudulent man by his books of account, then any bargain or fale made two or three days before his breaking, by goods fold good cheap, may be recalled and avoided: and in like manner, if he pay one man after his breaking, the same may be taken to be done in fraud of all the other creditors, and may be recalled for the generality. So goods bought by him before breaking, if they be found in essentially be claimed by the seller to his particular use and payment again.

All conjectures of fraud may be augmented and aggravated against the fraudulent

man, according to the faying, Semel inventum decies factum.

If any man do break in partnership, the partnership is ipso sale dissolved by Law:

but the credit of the other remaineth, paying the debts of the partnership.

Also any commission given by him for the partnership is void instantly: howbeit, if a Factor being ignorant of his breaking, have caused his commission to be followed, that which is done doth bind the Master, and shall excuse the Factor.

A debtor suspected by others, may be touched before monys be due, and the Cre-suspicious ditor may attach someof his goods or pawns: which is the cause that the writ of Lati-Debtors. tat out of the Kings Bench Court may be served upon them to find sureties for their appearance (at the return of the Writ) before the Judges of the said Court. But the Laws in divers countrys do much differ in the proceedings and execution of these fraudulent men.

Here arifeth a question, Whether a Surety can pretend to be discharged, if the cre- A question ditors have made or agreed with the Principal for a longer time of payment, and the for furetifiap. Principal breaketh ? The answer is, That if he knew of the new agreement of the said party for a longer time, he is liable thereunto : otherwise being bound as a surety for a timelimited, he ought to be cleared at that time, or to make fuit or demand to have his fatisfaction of the Principal, as also of the Surety; which being neglected, doth in equity discharge the said Surety: the reason is, because if the Surety do break at or before the time of the payment, the Creditor may demand another Surety in that mans place which is broken, wherein the Law is very indifferent. And this is the cause that divers Lord Chancellors of England (for monys taken up at interest upon Bonds) were of opinion, That when the faid monys are continued or prolonged at interest, the Bonds should be renewed, and the Counterbonds also, and not to leave the old Bonds for many years to be uncancelled: for it doth oftentimes happen upon occasion of absence of some of the parties, that a new Bond is sometimes sealed, and the old not taken in, which breedeth contention, for the new Bond being made, the old is void, and yet may be uncancelled, and also put in suit by some Executor or Adminifrator, ignorant of the other new Bond taken for the same, and paid long before. Albeit herein it feems there is more reason not to make new Bonds: howsoever, diligent care must be had herein both by the Parties and Scriveners which make the Bonds.

Concerning agreements to be made between Bankrupts and their Creditors, there is a question made, That if Creditors do agree with their Debtors for some part of their debts, because of the Debtors losses and missortunes; Whether when the parties become rich again they may revoke their agreement? and the Law hath determined this question, That if upon the agreement there be an acquittance made by the

Creditor, then the same agreement is absolute and cannot be revoked, unless the Ac-

quittance were conditional.

The greatest number, or the greater sum of the Creditors being agreed with the Debtor, are bound to be conformable with the other, and to do the like with the help of authority, not only by the Civil law, but also by the Merchants Court of Prior and Confuls, which authority is already noted before to be in the Lord Chancellor. But the difference is great between the greater number of the Creditors, or the greatter fum: for a man may have an infinite number of small Creditors, or few Creditors for very great fums by him owing; fo that the greater number shall over-rule the greatter sums. It is therefore thought convenient to follow the greater sums, which nevertheless doth not hinder the smaller number to proceed upon goods appertaining to the Party, if they can find them, if by the faid authority the whole estate of the De-Bills of con-coctor be not managed: whereupon the Bills of conformity were of late years used formity in in the Chancery, which by the Parliament Anno 1621 are made void, because of divers great abuses committed in the defence of Bankrupts, who to shelter themselves from the rigor of the Common-laws, did prefer their Bills of complaint in Chancery,

Chancery.

Fugitive Mer-

Now concerning fugitive persons (being indebted) if they be Merchants, they are taken pro confesso to be Decostors or Bankrupts, for they in substance by their absence deny to give a reason of their losses to their Creditors, which they ought to do; if by fortune, they are to have good and favourable dealing, if it shall appear, that by losses, and not by wastful or lewd behaviour, they came behind hand, whereby the Creditors are induced to divide in some measure the Parties goods amongst them, as they may by the Law and custom of Merchants.

which was in the nature of a Protection, and the Parties broken, became to be relieved for easie agreement with their creditors, albeit at charges another way extraordinary.

Proclamation against fugi-gitive Merchants.

The Statute (made in the 34 year of King Henry 8) hath well provided against these fugitive persons, that a Proclamation shall be made against them, That if they do not return within three months after they shall have notice of it (which by Affidavit must be certified) to present themselves in some convenient place to be declared, that then they shall be proceeded against, as if they were contemners of the laws of the realm. And in the mean time (by order from the Lords of the privy Council, who have authority to grant a warrant for the Proclamation) all fuch revenues of lands or goods to be sequestred, and afterwards to be sold as cause shall require for the payment of the Creditors, which execution hath lately been practifed against divers, but lyeth only against the Kings subjects, but not against strangers, nor other persons which are not Merchants or trades-men.

All means of strict proceeding are to be used against those sugitive Merchants, as also other Decoctors, and against them that do give them any aid or assistance, which is not tolerated by the Law: for he that will help them because he may the sooner recover of him his own payment, may be convicted of fraud by the law, when it is found out and discovered; besides that, the other Creditors may call that money back again to be distributed amongst them. And the Dictio, nullo modo, is to be understood at no time and without reason of excuse, in all other things prohibited by the Law, especially in this which concerneth the disturbers of commerce, so much to be celebrated. And because many questions do arise by the means of the interruption of traffick by Bankrupts, and that (as I have noted already) the Laws in most countries do differ in the proceedings against them: I have therefore in this Chapter made a more ample discourse, both of the Civil Law, the Customs of the Merchants courts, and the examples and Laws of other countries, to prevent the multiplicities of cases which might be alledged by true observation of the premisses.

Nullo modo, How to be taken.

A question

The question concerning Bankers which have their feveral places or banks in diwhich concer vers Jurisdictions, and become Bankrupt, How their Creditors shall be dealt withal net the Effate in the dividing of their effates between them, is worthy observation: for whereas they keep two, three, or more Books, of account in feveral places, and therein diffinguish the Creditors of their several Banks: The Civilians are of opinion for the most

part, That the Creditors of one Jurisdiction should not participate with the Creditors of another Jurisdiction, and have put the same in practice; but the Court of Merchants do use to take an account of the state of the Bankrupt dispersed in all countries: and divide accordingly.

CHAP. XLV.

Of Manufactures.

Aving so often inculcated that important argument, whereby true Merchants are to be careful, That Traffick and Commerce may be profitable as well to the Common-wealth, as to themselves; we may not omit to intreat of Manufactures, as an important matter to the custo-mary Law of Merchants, considering the abundance of materials and ftuff which the Realms of England, Scotland and Ireland do afford, whereby the people

may be fet on work to avoid idleness (which is the root of all evil) most dangerous tileness the in countries which are populous.

Experience demonstrated unto us, how many other nations (having not stuffs of their own, but from others) do nevertheless set their people on work upon the stuff and materials of other countries, making and dispersing the same into a large trade:

Therefore it is convenient to encourage all men to reward new inventions with some New inventions are to be an encourage. priviledges for a time, and not for eyer, to avoid the course of Monopoly, and to ons to be remake the benefit to the Common-wealth more general, which maketh men painfull by the radical moifture of gain, whereof Merchants are to have a consideration so to reward the artificers and handy-crafts-mens labours, that they may live by their work, according to the Dutch Proverb, which themselves use so frequently, Leven en-Live and let de laeten leven, To live and to let others live. This is to be regarded also by states men, forbearing to impose over great Customs to be payed upon Commodities, whereby the people is set on work both upon goods imported and exported. It is therefore prohibited in *France*, that Tallow be brought in, but not Candles; old Shooes, but not coblet; Paper, but not Cards, and the like; much more for richer wares, as Silks: Cotton-wools, and Linnen, &c.

The commodities which are not made at all, or but in small quantity in England, and may be practifed, are many, as Bukrams, Tapestry, Bustians, Cambricks, Canvas, Cables, Babies, cloth of Gold and Silver, Damask, Diaper, Mather, Paper, and divers other things; all which may be made in time, Quia nemo nafeitur artifex. And herein is to be confidered, That all other nations being careful to maintain Manufactures, cannot but take an offence, if any other nation will endeavour to do all, and to exclude others, which extremity enforceth another as we have found by the enter-One extremiprise of the late new Company, for dreffing and dying of all the white cloths in Eng- ty enforceth land, which caused other nations to make cloths of their own by the wools of other another. nations. For (as hath been noted) it is contrary to that common entercourse and mutual course of Commodities, whereof some countries are destitute, and other countries do abound, thereby supplying the barrenness of the one, with the superfluities of

the other, maintaining a friendly correspondence and familiarity.

The Imprefa, Sceptra fovent Artes, may better be attributed to Common-weals or popular Governments, than unto Monarchies or Kingdoms, because experience proveth the same into us, by the great quantities made of Manusactures, and dispersed by way of trade; as we have noted by the laudable engrossing of them at Norembourgh.

The striving of making Commodities, and to undersel one another, are dangerous, To undersel and prejudicial to both parties; for by their contention they hinder each other, and commodities are danbring geross

bring commodities to be less esteemed. This is a matter of great consequence for states-men to be taken into their serious consideration; for as the Spaniard faith, Quien

todo lo quiere, todo le pierde.

Bogging. Peat and Turff.

Setting the fishing trade apart (which causeth all forts of poor to imploy their hands, though they want legs) let me recommend unto you, the making and bogging of Peat and Turff, the rather for the want of wood, which England is like to have in progress of time, the woods being much decayed and inhaunced in price, and Peat and Turff may be made ferviceable to fupply the uses of wood, and set an infinite number of people on work. As the Making of Iron, and all other Metals made in foundries and fineries: the boyling of Minerals, as Allom, Salt-peter, Copperas, and the like, the burning of Bricks and Tyles, the making of Glass, the refining of Sugar; befides the common use for brewing, baking, dying, and other professions, and

every man consuming wood more or less in his house, besides sea-coal.

Commodities

And here I cannot omit to fay fomething of the commodities which will redound by the bog-ging of Turff. hereby to the Common-wealth, namely, all boggy, waste grounds and quagmires (unprofitable and dangerous for feeding of cattel and deer) shall be converted to profitable uses, in the making of Peat and Turst, and (in time) with the oft draining of the waters, turn to firm grounds and fish ponds. It will prevent the oft drowning of deer and cattel, venturing for fome grafs growing in bogs and quagmires, whereby also many of them become rotten by drinking the unwholesom red waters thereof. All the faid grounds will be fafer and pleafing for hunting and planting of Woods, and the fish-ponds may be planted round about with Osiers and hazelwood for hoops, with divers other profitable means, as in Holland; for the faid turff is to be made according to their manner, avoiding the sulphurous smell, by two years drying of them before their use, and then they will in time be used by most men which now find the said Turss to be offensive, as they did in the beginning when sea-coals came to be used in private mens houses: if this had been followed, the bogging of Tursf had been already pleasing and profitable.

Apifacture of Hony and

Next let us somwhat digress from Manusacture, to Apisacture, and (with Solomon the wife) fend the fluggard to imitate the painful and laborious Bees, for the increase of Hony and Wax in England, Scotland and Ireland, and other of his Majesties dominions: and let manshelp succour this Apifacture, if it may be so called, as fol-

loweth.

The means to increase Hony and Wax, doth properly consist in the preservation of Bees, and the making of convenient Skeps or Bee-hives after a new invention: The Bee-hive Namely, you may make your Skeps either with Straw or Wicker of two forts, and to of two pieces, be of two pieces, to take off at the Crown or near the midft of the Hive; that when they have gathered and filled up their House, and that the room is scant within, then take away the upper halfand clap on a board, or the bottom, or head of a Pitch Barrel or Tarr Barrel, or the like having pitch on it, casting Mault meal, or Bean meal upon the fame, and then daub it well with clay about the skirts, and fetting on with your clay mixt with some Salt; and when you have thus done, then raise it up below with so many wreythes, as you took above for the gelding of your Hives before, which is very needful to make the greater plenty and increase. For making your Skeps in this manner, the Hony may be taken at all times; but especially, when you do perceive by the lifting up of your Skeps, that your Bees are well provided for the Winters provision, and that there be plenty of food yet to gather, then cap them. Take a strong wyer, make it slat, and cut your combs in two, and then have a parchment in readiness to follow the wyer, to keep as funder the wax from cleaving, laying on your boord with pitch and meal, as aforefaid. This to be done in Summer.

Preservation of Bees for the Climate of Great Britain, &c.

1. TN March your Bees doe begin to breed, and then they begin to fit, let them at I that time be served twice every week, because:

2 In

2 In April your Bees begin to hatch, ferve them in hard and rugged weather. whereby they are hindred to be abroad.

3 In May is your Bee coming forth, look to serve them until Mid-may.

4 In June are your Bees in their strength for casting, and then there is great plenty of Flowers and Dews for them to feed upon.

5 In July they are full of Hony, therefore cap your first Swarms, and take up the

rest for Hony that you mean to take up for that year, and cap as followeth.

6 In August is the most breed of Bees past, and you may cap likewise those you mean to keep over the year; I mean your old Stocks, for then they may forbear it.

7 In September the gathering of Bees is past; stop close, and if there be any that is not capable, leave them and stop close with Clay and Salt, and daub below with

Cow-dung as the manner is.

8 In October begin to look whether robbers have spoiled any or not; if it be so that they have, take away your Bees as in Hony time, and fet up your Skeps with the Combs whole, to be used as hereafter followeth.

o In November stop up all holes, let none pass in or out; but if they prove weak. then take away your Bees from the Combs, and keep them for the fecond and third Swarms after.

10 In December house your Bees, if they stand cold: And in the North, house all. 11 In January turn up your Bees, and throw in Wort and Water and Hony twice

or thrice, but let your Water be warm.

12 In February set forth and serve all them that stand in need, with Wort and Hony, or Hony and Water, so it be warm; and then in March look for their breeding, as is before declared.

No corrupt Combs to be left, but the bad are to be taken forth in the Spring time (being in feeding) and when yuo have thrown in one pint of warm Wort, and that they are strugling with the clamminess of the Wort; then may you very well take from them any thing that doth annoy them; which manner of dressing you may observe for many years during your Skep, so long as they stand to work new again.

Necessary observations conservations concerning the Primesses,

'Rom the middle of April, until the midst of May look diligently to thy Bees; For then are they near beginning to hatch, and stand in need of most help, e-. specially if the Spring be cold, and the wind holding any part of the North or East; The Poisson whereby the tender buds or blossoms do perish, and the Bees are driven to the blos- of Bees. fom of Apple trees, which is their utter overthrow and decay.

Helps for weak Bees at all times.

Ake Water and Honey mixt together made luke warm, and throw it amongst the Combs, to the quantity of a pint at a time: or strong Wort new run, or unboiled Wort also luke-warm, and the same two or three times at the most; and this for the first Swarm.

For the second and third Swarm must be given in their Hives, to preserve that which they have gathered: Take Mulfe, which is eight times fo much Water as Hony, boiled to a quart or three pints; set the same with dishes in their Shepes, laying a few straws in the dish to keep them from drowning. Wort and Figs boyled will

serve also.

The Smoak (as it were the Tobaccoof, Bees) wherein they delight, is Cows or Bees Tobacco, Oxen dung, sophisticated with sweet Wort; and the Marrow of the Ox or Cow, being well dried: take the Shepe (which is diseased) and set it in a Meal Skiff or Riddle, and then kindle a little fire with your Cows dung, and set them over the fmoke of the fire, and fmoak them by fits, scarce so long at every time as you can tell ten, and beware not to use this smoaking too oft, but as necessity requireth and in gentle manner.

The

The necessary use of Hony and Wax, made me to observe the premises, wishing, That in all Parishes of Great Britain and Ireland, all the Parsons and Vicars in Country Towns and Villages were enjoined to keep Bees for their own Benefit, and the general Good, which they may do conveniently in the Church-yards, and other places of their Gardens; and fome of their Children or Scholars may attend the fame.

Equivocal ge-Bees.

The multiplying of Bees is easie, without destroying them, and the creation of them is known to many, proceeding of the corruption of a Heiser, the slesh whereof is fit to engender Bees, as the flesh of Horses for Wasps, or that of Man for Lice. And to abreviate, I refer the defirous Reader hereof to Mr. Hill's Book of Husbandry, where he speaks of Bees, with the Commodity of Honey and Wax, and of their Uses and several Profits, collected out of the best learned Writers, as Plinius, Albertus, Varro, Columella, Palladius, Aristotle, Theophrastus, Cardanus, Guilielmus de Conchis, Agrippa, and others.

Returning to Manufacture, and to conclude this Argument, many are the Commodities to be made of Silk, Wooll, Linnen, Cotton, and other Stuffs; but vain is the conceit that would command and govern them all. But as we have declared before, in the Commutation, or Barter and the Use of them, lieth the greatest consideration, and in the fetting of people on Work to avoid idleness, the disturber of Common-weals, which causeth men to make Plantations and Discoveries of other Countreys, whereof incidently we are now to handle something, seeing that Merchants have the managing thereof.

CHAP. XLVI.

Of Plantations of People, and new Discoveries.

Plantation of Colonies of People.

HEN the Common-wealth of the Empire of the Romans grew to be very populous, and Men (idle) would have stirred more commotions, then the Plantation of Colonies of People in other Countreys was most necessary to be practised, and means also to fet the People on Work, or to employ them in the Wars, to Govern the quieter at home. And at this day, in Rome and many other places in Italy, if a Man shall be found to live idle and want means, offer is made unto him to draw a Lot for a Sum of Money, be it Thirty, Forty, Sixty, or a Hun-

Three Impo-World.

dred Ducats (as he may be reputed) to have that Money, or to become an Officer in their Galleys, where other Malefactors are confined to ferve. For unless the three Impostumes of the World, namely Wars, Famine, and Pestilence, do purge that great Body, all Kingdoms and Countreys become very populous, and Men can hardly live in quiet, or without danger. Merchants therefore feeking to discover new Countreys, are much to be commended and cherished, and their Customs are to be observed as a Law permanent, which hitherto have been herein kept unviolated.

Plantation of

The undefatigable industry to make a compleat Plantation in Virginia, and the Island Virginia and the Burmidas, (which hath been very chargable) might have been far better, if honest the Burmidas, of Bermidas, (which hath been very chargable) might have been far better, if honest the Burmidas. Housholders and Families of some ability had been induced thereunto by Benefit and Profit at the beginning, and meer poor people and Vagabonds had not been admitted but afterwards. This inducement should have wrought in their Idea an imaginary Common-wealth, and ought to have been done in this manner following,

Make

Make choice of some honest Shoomakers likely to try adventures, and to enrich themselves; know of them how many pair of Shooes they make yearly, whereby they live and their Families, although Victuals be dear. Then let them know, that four or five times so many shall be taken from them, and Leather be delivered them. if they will go and inhabit in Virginia, where they shall have Houses and Lands for themselves and their Heirs for ever, and their Work shall be taken from them, and they shall be duely paid, and that a certain number only shall have this Priviledge for certain years, and none others to be admitted, albeit the number of people do encrease; whereby they may be sure of a certain beneficial Living: and no doubt they will adventure that little they have to enrich their Means and Estate, and persuade their Wives and Servants to go with them, who may succeed them upon other good conditions. The like is to be done with Taylors, Bakers, Brewers, and other Handicrafts-men, and (so conceiving a Common-wealth within themselves) will resolve and encourage many that are of some means to accompany others of smaller Means. whereby the base minded will be brought to be also painful and industrious in time. and the Charge of the Undertakers will be less, and more commodious to provide the Voyages with facility.

The like was to be put in practice by the Hollanders, in the Island of St. Thomas under the Line; but the extremity of the heat of that Climate did bring a disorder, and the attempt was given over. It is more likely to be established in other places; for albeit the Wars in Europe will diminish the people, yet most Countries are po-

Politicians, although they are much mistaken in the number of Parishes of seve-

ral Kingdoms, yet are they not in the number of the Persons or Inhabitants.

France, containing by late estimation about 27400 Parishes, esteemed in 44 hun- What people dred thousand Families, of five Persons to a Family, (where in England six Persons number, &c. are accounted to be in a Family) is 22 Millions of Persons.

England, containing 9725 Parishes, 52 Shires, and 26 Cities, is esteemed in 28 hundred thousand Families of six Persons, which maketh 16 Millions and 800 thousand

Persons.

Scotland, containing above 4000 Parishes, is esteemed to have about 1500 thoufand Persons or Families of six Persons, is nine Millions of Persons.

Ireland, containing 5500 Parishes, was esteemed not to contain the two third parts

of Scotland, which is now much encreased.

The Province of Flanders (one of the 17 Netherlands) esteemed to contain 140 thousand Families of five persons, is 700 thousand Persons, which is more than the

Kingdom of Denmark, being ten times more spacious.

Now omitting to speak of other Countreys, let us observe that in all popular Go- Too populous vernments, be it an Aristocracy, or Democracy, the means to make Countreys popuin Monarchies, lous is thought reasonable, which in Monarchies is held to be dangerous. The concourse of People causeth the greater consumption of all things, and the Revenues are

great by Impositions, and it giveth life to Traffick and Commerce,

The Plantation of Ulfter (one of the four Provinces of Ireland) is now very great, and the means to fet the People on work are to be taken in hand, which may be done by a Corporation of English and Irish Merchants there inhabiting, and English Merchants in England to vent the superstaities of their Commodities of that Kingdom, and to encrease the Manufacture of many needful Commodities to be made there, the Realm affording stuff and materials thereunto plenteously.

And here I remember a good observation heretofore made touching the Kingdom of Ireland, Why the same was not brought unto perfect obedience to their Sovereign these 400 years, but under our most gracious King James? which is attributed to the mistaking of the place of the Plantation of the first Adventurers, who were deceived in Et places for their choice; for they sate down and erected their Castles and habitations in the Plains Plantation to and open Countreys, where they found most fruitful and profitable Lands, and turned of the Irish into the Woods and Mountains, which, as they were proper places for Out-

laws

laws and Thieves, fo were they their natural Castles and Fortifications: Thither they drove their Preys and Stealths; they lurked there, and waited to do evil and mischief: for these places they kept unknown, by making the ways and entries thereunto impasfible; there they kept their Cattel, living by the Milk of the Cow, without Husbandry or Tillage; there they increased and multiplied unto infinite numbers by promiscuous generation among themselves; there they made their Assemblies and Conspiracies without discovery; but they discovered the weakness of the English dwelling in the open Plains, and thereupon made their Sallies and Retreats with great advantage. Whereas on the other fide, if the English had builded their Castles and Towns in those places of Fastness, and had driven the Irish into the Plains and open Countries, where they might have had an Eye and observation upon them, the Irish had been easily kept in order, and in a short time reclaimed from their wildness, and would have used Tillage, and by dwelling together in Town-ships learned Mechanical Arts and Sciences. This discourse may seem strange to the Law of Merchants: But when Merchants undertake Plantations (as we see they do) no man will hold the fame to be impertinent.

The discovery of the Southern countries called Terra Austra-

And for as much as divers Mathematicians heretofore have according to those difcoveries made their Maps, and upon good probability affirmed and fet down Terra Au-Stralis in cognita, whereof discovery hath been made in the year 1615 by Ferdinand de Ouir, a Spanish Captain; let us consider, that many other Countries may also be found out: albeit this containeth a fifth part of the World, for (as he faith to Philip the third, late King of Spain) the length thereof is as great as all Europe, and Afia the less, unto the Sea of Bachu, Persia, and all the Isles, as well of the Ocean, as of the Medeterranian Sea, taking England and Ireland into this account; seated within Zona Torrida, and a great part thereof reacheth unto the Equinochial Circle, elevated unto them to 90 degrees above the Horizon, and in some places a little less.

There they live without Kings or Laws, and know no neighbourhood either of Turks or Moors; and according to this manner of life (although they want Iron and Guns) they have not need of any thing. But they abound with many excellent Commodities, whereof the Spaniards will in time make use, especially if they be more affured of Gold threof to be found, as in part they are of Silver and Pearls; for these are the three most precious darlings that lie and are cherished in the Bosom of Nature. To fay nothing of Spices and Drugs whereof they abound, with many

other Commodities, by the faid Captain declared.

True causes to

And here we may not omit to remember, that it is not enough to discover CounmakePlantati- tries, and leave them without Plantation, or at the least neglect the use of them, if Merchants do give over their Enterprises: But it is the part of Princes to see Plantations made, for two main reasons: That is, to convert the inhabitants or neighbours to Christianity; and, to the end such temporal Blessings may be enjoyed as the Land and Seas do afford: Most requisite to be done in the Island of New-found-land, bordering upon the Coast of America, from which it is divided by the Sea, so far distant as England is from the nearest part of France, and lyeth between 46 and 53 degrees North Latitude, as Captain Richard Whitbourn, hath very well declared in his discovery, affirming the spaciousness thereof to be almost as Ireland: and therein he hath noted many disorderly courses committed by some Traders and Fishing Merchants, in fetting forth to the New-found-land, which are worthy the observation and knowledge of Merchants, because that the like errors may not be committed in other voyages, which by this good advice may be prevented or reformed.

It is well known, faith he, that they which adventure to New-found-land a Fishing, begin to dress and provide their Ships ready commonly in the Months of December, January, and February, and are ready to set forth at Sea in those Voyages Worthy confiderations for plantation for the Fishing near the end of February, being commonly the foulest time in the year: And thus trade. the doe, striving to be there first in a Harbour to obtain the name of Admiral that year, and so to have the chiefest place to make their Fish on, where they may do it with greatest ease, and have the choice of divers necessaries in the Harbours. And thus

by their hasting thither, oftentimes there comes not only dangers to themselves, but also great mischief and losses to many others which arrive there after the first, as it

may by that which follows truely appear.

For by the hasting forth (as now they use) they greatly endanger themselves, being many times beaten with rough and stormy winds, and oftentimes they are thereby forced to return back with great loss both of mens lives and goods, as it is well known; fo that to get the superiority to arrive there first in an Harbour, they will bear such an overprest sail, and in so desperate a maner, as there are no true understanding fea-men that use the like to any place of the world. For albeit when the fogs are thick, and the nights dark, that fometimes they cannot differn the length of three ships in the way before them, and the Ice often threatning much perilunto them; yet on runs the ship amain so fast as possibly she may, when commonly most part of the company are fast asleep, even with extream hazard of their lives. Thus many times both ships and men have been cast away suddenly, to the utter undoing of many advanturers and families.

And also this untimely setting forth consumeth a great quantity of Victuals that might be faved to better purpose, and it forceth them to carry and recarry many more men in every Ship (every Voyage) than they need, if they once take a fit-

Such Stages and Houses that the first arrivers find standing in any Harbors (wherein men set divers necessaries, and also salt their fish from men have used to pull down or taken their pleasure of them: by which unfit disorders of some first arrivers there yearly, those which arrive after them are sometimes twenty days and more, to provide boards and timber to fit their boats for fishing, and other necessary rooms to salt and dry their Fish on, whereby much time is lost, and Victuals consumed to no purpose, and thereby also the voyages of the after Comers are often greatly hindered and prolonged, to the general hurt of the Common-wealth: and the Mariners themselves which commit those great abuses are thereby also much wronged, as them-

selves may conceive.

Wherefore if such as henceforth adventure to that Country, take some better course in that trade of Fishing than heretofore they have used, they shall find the greater fafety of their adventures, and much good thereby. For whereas heretofore Benefits arithey have used to make ready their ships to fail in those voyages in such unseasonable fing by refortime of the year, whereby they often receive such hinderances and losses, they need Fishing. not then to go in the faid voyages until the five and twentieth day of March, which is a fit time of the year to put forth to sea from our coast to that country, the Winter storms beginning them to cease: and then any such Ship which carries in her thirty men in every voyage, may well leave fix men there behind them, or more all the Winter season, until the Ships return to them again; and these six mens Victualls will be faved and ferve to better use, and thereby also cut off that months setting forth in those Voyages so soon in the year as now menuse to do; and then the Victuals for that month (which is so vainly, and with such great danger consumed) may well maintain those men which are left in the country all the Winter feason, till the Ships return to them again, with a very small addition to it.

And it may be thought reasonable, That men which will undertake to settle people Convenient in New-found-land, shall have this priviledge, that in case he leave there a fifth per-be granted fon (of such as he carries thither in his fishing Voyage) to inhabite, whereby those men so left might keep a certain place continually for their Fishing and drying of it, whenfoever their Ship arriveth thither: then would all fuch as leave people there, build strong and necessary rooms for all purposes, and then in some necessary Houses and rooms they may put their Fish when it is dried; which Fish now standethaster fuch time it is dried, until it is shipped (which is commonly above two moneths) in great heaps packt up uncovered in all the heat and rain that falleth, whereby great abundance of good Fish is spoiled yearly, and cast away for want of such necessary rooms. And for the want of such sit houses some mens Voyages have been over-

thrown, and then a mean place to make Fish on will be made more commodious than the best place is now; that men so dangerously and desperately run for every year.

And thus every mans fifthing Pinnaces may be preferved in fuch perfect readiness, against his ship shall yearly arrive there again; which Pinnaces are now often lost, and fometimes torn in pieces by the first arrivers there, very disorderly : and if such Pinnaces, Stages, and Houses may be maintained and kept in such readiness yearly, it would be the most pleasant, profitable and commodious trade of fishing that is at this time in any part of the world.

For then every Ships Company might fall to fishing the very next or second day after their arrival, whereas now it is twenty days before they are fitted, and then fuch thips thould not need to foon to halt away from England by one moneth, at the

least mens lives might be thereby much the better faved, less victuals wasted, and many dangers prevented. And so every ship in every such Voyage, may gain quickly one liundred pounds that usually carry in her but twenty Men more than now they doe, by leaving of four men there of twenty. And as the proportion before named An easie way holds, for leaving six men in New-found-land of thirty; so the allowing of men to for plantation be made proportionably from every Ship, will foon raise many people to be settled in every Harbour where our Nation useth to Fish, and in other harbours in other Countries in like manner, fome ships by this course may then quickly gain two hundred pound, and some three hundred pound and more, according to their greatness, more than they do yearly now; and those men so left will manure land for Corn, saw boards, and fit timber to be transported from thence, and search out for divers commodities in the country, which as yet lie undifcovered: and by fuch means the land will be in little time fitly peopled with divers poor handy-crafts men, that may be so commodiously carried thither with their wives: and that no man else should appropriate to himself any such certain place, and commodity for his fishing voyage, except he will in such manner settle a fifth part of his company there to live. And then such adventurers thither, will carefully provide yearly for such as they leave there, not only for bread and victuals, but likewise for all necessary tools fit for any kind of husbandry. And the charge thereof will yearly repay it felf with the benefit of their labours that shall be so left there, with great advantage.

By this means will shipping increase, men be imployed, and two voyages may be made yearly, and much victual saved: for the allowance of victual to maintain six men to carry them and recarry them outwards and homewards, is fix Hogsheads of Beer, and fix hundred weight of Bread, befides Beef and other provision: which men as they fail too and fro (as now they) use do little good or any service at all, but pesser the ship in which they are, with their Bread, Beer, Water, Wood, Victuall, Fish, Chests, and divers other trumperies that every such six men do cumber the ship withall yearly from thence, which men are to be accounted unnecessary persons re-

turning yearly from thence.

But being left in the country in manner aforefaid, the places of these ships which by them should have been preoccupied, may be filled up yearly with good Fish, and many beneficial commodities; and the men so left in the Country, will not onely be free from the perils of the Seas, by not returning yearly, but will live there very pleafantly, and (if they be industrious people) gain twice as much in the absence of the Ships, more then twelve men shall be able to benefit their Masters that are kept upon The fertility Farms, and that yearly; for the fertility of the foil is admirable, replenished with of New-found-feveral wholesome Fruits, Herbs, Flowers, and Corn, yielding great increase; the store of Deer, of Land-fowl and Water-fowl is rare and of great consequence; as also many forts of timber there growing, with great hope of Mines, and making of Iron and Pitch.

Furrs may be procured not only by taking the beafts, but by fetling (in process of time) a traffick with the Savages for their Furrs of Bever, Martins, Seal, Otters, and many other things. Finally, the rocks and mountains are good for feeds, roots, and vines; and the Climate is temperate, feeing the greatest part thereof lieth above three degrees degrees nearer to the South than any part of England doth; which hath also moved me to write the faid Commendations of New-found-land, by the affirmation made unto me by the faid Captain, to the end all Merchants might further this intended Plantation, whereby the Fishing Trade may be much advanced, and the Fish it self become more vendible, which shall be prepared by the Inhabitants of the persons to beleft there. For it is well approved by all those that yearly Fish for Herrings, Cod and Ling, that Salt orderly boyled doth much better preserve Fish, and keepeth more delightful in Tast, and better for Mans Body, than that Fish which is preferved with any other kind of Salt, as is now done for want of convenient houses to boyl and prepare the same, yet may be done by the said Plantation. But this being a matter depending thereupon, I am now to intreat of the Fishing trade more in particular in the next Chapter, ending thus concerning Plantations, whereby Princes dominions are enlarged for their honour and benefit also.

C A A P. XLVII.

Of the Fishing Trade.

Ome men may wonder, and not without just cause, That this most important argument of Fishing hath not been handled hitherto. But in truth my meaning was not to have touched the fame, because of the neglect of it in the Kingdoms of Great Britain, and Ireland, where the same is abandoned to other Nations: Howbeit, upon better consideration (calling many things to mind) I found that it would have been a great errour to pass over the same with silence, and to omit the Customs of Merchants therein, as the fundamental cause of the Traffick and Trade of divers Nations, whose great Wealth hath proceeded from the same. For it hath pleased Almighty God, to extend his Blessings herein, more then in all other things Created: For when God said to the Earth, Let it bring forth Trees and Plants: And for Fowls Created out of the Scas, Gen. 1.20,21. Let the Fowlfly in the open Firmament: And of Cattle, Let the Earth bring forth the living thing according to his kind: He faith of Fishes in a peculiar Phrase, Let the Waters bring forth in abundance, every thing that bath life; and willed them to Increase and Multiply and to fill the Waters, which was the cause that the Prophet David, being ravished with admiration, saith; O Lord, how manyfold are Pfil. 104. thy works, in wisdom hast thou made them all, and the earth is full of thy Riches: So is the great and wide Sea also, wherein are things creeping innumerable, both small and great Beasts. The earth is full, but in the Sea are innumerable. Of the Beasts of the Earth the learned have observed, That there be scarce 120 several kinds, Scaliger, Boand not much more of the Fowls of the Air: But no man can reckon the several dan, Cardan, and others kinds of the Creatures of the Seas, or can number any one kind. This ought to ftir us up to establish the Fishing Trade, especially for Herrings, Cod, and Ling, which took his original from us: For it is not much above one hundred years fince that one Violet Stephens, and other discontented Fishmongers departed the Realm of original of England, and went into Holland, to the Town of Enchusen, where they procured the the Filhing Trade. Inhabitants to Fish for them in the Seas, Streams, and Dominions of Great Britain: which Inhabitants (upon the deccase of the said Englishmen) took the whole Trade to themselves, which afterwards hath been dispersed into many other Towns, whereby the Trade is so Increased, that Holland and Zeland have above 2000 Busses or Fishing Ships, which do make ordinarily two or three Voyages yearly, albeit their Country is remote from our Seas; and England, Scotland and Ireland have the

Fishing (as it were) at their doors. And such is the Blessing of Almighty God, that above fix hundred thousand Lasts of Fish are taken yearly in the Dominions of the King of Great Britain only, omitting the quantity of Fish taken in Denmark Seas.

Russia, New-found-land, Spain, Italy and other Dominions.

And here I am to make a little abridgment of the collections of one Tobias Gentleman, a Fisher-man, who made a Treatise touching the same, intituled Englands way The Fishing is towin wealth, and to imploy Ships and Mariners, proving first, the lawfulness of it by ble, and profi- his Majesties Subjects of Great Britain, secondly how feasible it is for them by the exemplary actions of other Nations, that have nothing growing in their own Land for that use, but are constrained to fetchall out of other Countries; lastly, that the Trade of Fishing is profitable, by the success seen with the Hollanders, being rich and opulent, notwithstanding their long Wars, and which themselves do call to be their chiefest Trade and Principal Gold-mine, whereby many thousands of their people of Tradesand Occupations are fet on work, maintained, and do prosper, as Proclamation may be feen by their Proclamation annexed to the faid Treatife.

of the States of the united Provinces.

lawful, feafi-

The fituation of Shotland. Ific.

Places to fell Herrings.

Hereupon he sheweth, that about Mid-May they make ready their Busses, and Fisher-fleets, and by the first of June (their Stile) they are seen to fail out of the Mase, Texel, and the Uly, a thousand Sail together for to catch Herrings in the North Seas, being most of them Ships of 120 or 100 Tuns, and the other 60 Tuns or thereabouts; having in them 24 men, and some 16, and 20 in every Ship; and they continue their course North-West and by North, until they arrive at the Isle of Shotland, which is the Dominion of the King of Great Britain, and the greatest Island of the Orcades, and lies in the height of 60 degrees of Northerly Latitude. And by the 14 day of June (which is by their Law a time limited to lay their Nets) they begin to Fish, and do never leave the Skoals of Herrings, but come along amongst them following 500 miles in length, lading their Ships twice or thrice before they come to Tarmouth, sending them away by the Merchants Ships that send them Victuals, Barrels, and more palt and Nets, if they need any; which Ships are called Yagers, that is to fay, Hunters or Dogger-boats, and these Ships do carry them, and sell them in the East-countries, some to Riga and Revel, some to the Narve, Russia, Stockholm, and all Poland, Prussia, Pomerland, Lituania, Statin, Lubek, and Denmark: Returning Hemp. Flax, Cordage, Cables, Iron, Corn, Soap-ashes, Wax, Wainscot, Clapbord, Pitch, Tar. Deals, Hoops, and other Commodities, with plenty of mony; and for France, they fend for Burdeaux, Rochel, Nantes, Morliaix, and San Mallous, Caen in Normandy, Roan, Paris, Amiens, and all Picardy, and Calice, with the Low-Countries of the Arch-duke of Austri, reconciled with the King of Spain, returning other Commodities and Monies for the provenue of their ish. For by their Laws all those Herrings that they do catch in Tarmouth Seas, from Bartholomew tide until Saint Andrew (which are Rope-fick) they may not bring home into Holland; and thefethey fell unto Yarmouth men for ready Mony.

Good orders Trade.

I heir Fishing for Cod and Lings continually is done with smaller Ships (of 40 Tun burthen) called Pinks and Wellboats, and all this is done with fo good order and in the Esshing provision, that by night and day all is supplied, and the Fish taken off Instantly. And of mine own knowledge, they are so constant in their Fishing, that they are contented to have one good year for Fishing in seven years. All Fishermen are provided for and their wives at home cannot want; for in their care, they may be compared to Fo-

feph in Egypt, providing for the time of Famine.

They have besides all this (continually in the season) another Fleet of Fisher-men (called Flyboats) which are in number some two hundred or more, and these be at the North-East of Shotland, having small boats with them, called Cobles, and by means of them Lings are taken in great abundance, which they do not Barrel, but fplet and Salt them in the Ships Bulk. To fay nothing of fresh Fish, and other pretty observations of the said Tobias Gentleman, let us note the commodious Fisher-towns of England, as Colchester, Harwich, Orford Alborough, Donwich, Walderswike, thing in Eng- Sould, Tarmouth, Blackney, Wells, Linne, Boston, and Hull by him named (where-

Commodious

unto I may add Scarborough, Harlepole, Whithy, Marsk, Stockton, Gysborough, New-castle, and other places in the North. And it is to be much admired that this trade hath been fo long neglected: Howbeit fome are of opinion, that it would hinder much the trade of Cloth, if Fishing were intertained, especially in the return of our Commodities, and that the Priviledges granted to divers Societies (as The first obthe Merchants Adventurers, East-land, and Russia Merchants) should be infringed jection to the fishing trade.

thereby, and so both Trades cannot subsist together.

Others fay, that other Nations are more Painful and Industrious than we can be, The second and have more skill in the Cutting, Packing, and Salting of the Fish; and which is objection. more, they can fend away their hish (and pay no Fraight) by their Ships going (otherwise) empty for Corn and Salt; for they pay but four Shillings for a Last, which is drinking Mony. And the Hamburgers having heretofore imitated the Hollanders to Fish with Busses for Herrings, after five or fix years tryal, have been compelled to abandon the Fishing, and suffer their Ships to lie by the wall rotting, because they found a loss, and that the Hollander did outsell them, having the better and cheaper Fish; and the like would befall England, as some have already found.

To these two objections, the one being Domestick, and the other borrein, I make

this answer: which is referred to the judicious Reader.

That the trade of Cloth should be hindred by the Fishing trade, is not probable, Answer to the being a distinct Commodity which serveth for the Belly, and the other for the Back, first. and both are fold by us and other Nations in one or more places, and we both make our returns homewards by Commodities, Mony, and Exchange for Monies by Bills: fo that the difference of the Persons maketh not any solid argument: For if we return Commodities for Commodities, and they return Monies, we may return both the one and the other, having means more than sufficient to maintain the trades, confidering the great fums of Money delivered at interest, although the Mony in Specie be wanting, which by these means would be supplyed. And concerning the Priviledges granted to feveral Societies, it will be easie to reconcile them by good orders to be observed in the Fishing trade; wherein all men of several companies may participate, and the general good is always to be preferred before the particular, and that Society which is against the common good ought not to be admitted or continued for any private respect.

To the second Objection, that other Nations are more Painful and Industrious, and Answer to the have more skill in the Cutting, Salting, and Packing of Fish, and pay no fraight second. for the transportation of their Fish: Suppose it be so as you say for the present, yet you cannot deny but that the same may be amended by use and Custom, seeing our people can indure all Climates and hardiness as well as others, and by good orders and gain, may be allured to undertake Labour and Pains, when want breedeth in-

dustry, and gain is like a second life.

The managing to make Fish more Merchantable and vendible, may be learned of others in time, and for wages men will be procured that shall teach others; we know that the Proverb is true, Omne principium grave. The like may be faid touching the fraight of Shipping, which in process of time may be had in the same manner, if the Coast I owns of England were made and appropriated to be the Ware-houses or Magasins for the gross Commodities of those Countries where the Herrings are fold: For the Situation of England is far more commodious to fend away the faid Commodities for all other Countries, and in divers places at all times and feafons of the year; when their Countries are Frozen for many Months together, or want many times Wind and Weather to perform their Voyages, which was the cause that the Hamburgers could not conveniently continue their Fishing trade, as is alledged.

Having answered sufficiently (as I hope) the two main objections against the Fish- The whole ing trade, let us now examine the benefit of it, by the calculation made by the charge of a faid Gentlemen. Now to shew truly, saith he, what the charge of a Buss will be, with all her furniture, as Masts, Sails, Anchors, Cables, and with all her Fishers implements and appurtenances at the first provided all new, is a great charge, she being between thirty

thirty and forty Last, will cost five hundred pounds, and may continue twenty years with small cost and reparations: but the yearly slite and wear of her tackle and warropes, with her Nets, will cost eighty Pounds.

And the whole Charge for the keeping of her at Sea, for the whole Summer or

three Voyages, for the filling of a hundred Last of Cask or Barrels.

100 Last of Barrels 72 For Salt four Months 88 Beer four Months 42	A hundred Last of Barrels filled and fold at 10 pounds the Last, is 10008800
For Bread four Months	The Charge deducted 335 00 Gotten 665 00
335.	

The Profit of one Buss.

Here (faith he) plainly appeareth that there is gotten 665 Pounds in one Summer; whereof, if you deduct 100 Pounds for the wearing of the Ship, and the reparations of her Nets against the next Summer, yet still there is 565 th remaining for clear gains by one Buss, for one year, rating the Herrings fold but at ten Pound the Last, which is commonly fold by the Hollanders at Dantzick for fifteen and twenty Pounds.

Of a Pink.

The charge of a Pink of eighteen or twenty Last, making fifteen Last of Barrel Fish, he accounted accordingly to cost 260 &, and the Provision and Wages to be for two Months 57 &, and the Last sold at 14 & 8 s. or 24 s. the Barrel, there is resting

gain for fifteen Last of Barrel-fish, 158 28.

He hath noted moreover, that besides the Hollanders, the Frenchmen of Picardy have also a hundred Sail of Fishermen, only for Herrings, on His Majesties Seas, every year in the Summer Season, and they are almost like Busses, but they have not any Gagers to come unto them; but they lade themselves, and return home twice every year, and find great profit by their making of two Voyages yearly.

And hereupon he concludeth with an exhortation to all Noble, Worshipful, and for the fishing Wealthy Subjects, to put to their adventuring and helping hands for the speedy launching and floating forward of this great good Common-wealth business, for the strengthening of His Majesties Dominions with two principal Pillars, which is, with plenty of Coin, brought in for hish and Herrings from forreign Nations, and also for the encreasing of Mariners against all forreign Invasions, and for the bettering of Trades, and setting of thousands of poor and idle people on work.

But now returning to the lawfulness of Fishing, wherein we are to observe, That

albeit Hunting, Hawking, and Fishing, be of one kind, as subject to a like Law and Liberty, because that any wild Beast, Fowl, or Fish, being once taken by any Man. commonly it becometh his own proper by the Law of Nations, yet there is a difference between these three; and although Hunting and Hawking be almost every where lawful, yet Fishing is forbidden in other Mens Ponds, Stanks, and Lakes, as

comparable to Theft.

Statute Laws of England, Scotland, and Ireland, concerning Fishing.

'He several Statutes of these Kingdoms have established good Orders concerning the Fishing Trade, whereunto relation may be had, containing in substance the Ordinances to build Ships and Boats, and appointing of certain times for Fishing, and then only to Fish upon pain, not only of Forfeitures and Fines, but Death also, according to the manner of Offence made, and contempt of those Decrees and Ordinances.

Prohibiting (for the encrease of Fishes) the making setting, and using of Crows.

Exhortation

Trade.

Yarrs, Dams, Ditches, Tramlets, Parkings, Dyking in any Waters where the Sea Ebbs and Flows: and albeit some are permitted to lay Nets, and to make Wears, yet must he keep the Saturdays slop, that is, to lift the same from Saturday in the Afternoon until Munday. And he is to make each space or mesh of his Nets three Inches wide, except for taking of Smelts, and other Fish which will never be bigger, and the same is to be set upon the Water, that the mid-stream may have the space of six Foot wide, upon pain of five Pounds.

And concerning the Fishers safety and priviledges, it is provided, That all Ships The privi-Sailing to catch Herrings, shall (during the taking of them) let down Sail after day-ledges of Fishlight is past, and let their Anchor fall, and keep Watch with Lanthorn and Light until the day light appear, least otherwise the poor Fishers should be over-run, and

their Nets broken.

It is also provided, That Fishers shall not hurt one another, and the measure of their Nets are limited in length and breadth: and also that no drag-net be fet before March,

nor upon deeper Water than fourteen Fathom.

Also that they shall be honest and true, and not lie to their Neighbours, being asked concerning the length and depth of their Ropes or Tews when they are in driving; neither shall they wittingly or willingly suffer their Tews to slit and run over one another, under pain of ten Pounds for every offence.

That till Sun-set on Sunday, no man lay nor hale Nets or great Lines, or exercise

any Labour, upon pain as aforefaid.

And for the encouraging of Fishers in the North and West Isles of Scotland, there is a Statute prohibiting all exactions to be taken of them, but only the King's Custom, upon pain to be found a manifest Oppressor. And concerning Fishers and Dealers or Traffickers with Fishes, it is also ordained; That not only all Fish slain and taken near the Coast of Scotland be brought to the Market places, where the taker dwel-Laws of Scotleth, or the nearest place thereunto, but also all the Fishes taken in the North, or land for Fish-West Isles, or Forts, to be brought directly to the Towns where the Fishers dwell, to es taken. the end, the Country be first served and the Fish offered to the Market places, from which none may carry them to pack and pile, but only between the hours of eleven and two in the afternoon, upon pain of forfeiture of the same. In which Markets it is lawful to the Provost and Bailiss to set down prices, and to compel the Packer and Piller to fell again for the need of the subjects; which being done, they may transport the remainder where they will: And if they commit any contempt, then their Fish is forseited, two parts to the King and the third to the Magistrate.

In like manner concerning the barrelling of Fishes, it is ordained that the measures Barrelling of prescribed of old shall be kept,, namely, each barrel of Herrings, or of white Fish, to Fishes be of twelve Gallons; and the barrel of Salmon of fourteen Gallons, according to the measure of Hamborough, upon pain of forfeiture, and five pounds to be levied from the Cooper, and therefore hoop Irons to be made in each Town for the trial and gaging thercof. All which concerneth the Law of Merchants, and the particular

knowledge of every one of them.

Let us now remember in this place the fishing of New-found-land, and the Whale The fishing of fishing, with the Profit and Commodities of the same, as they are observed by the a- New-soundforesaid Captain Whitebourne, who affirmed upon his own Knowledge, That the French land. Biscains, and Portugals, can make two voyages yearly to New-found-land, with 400 sayl of Ships, and get thereby an incredible wealth; besides English Ships, whereof he faith, That in the year P615, there was 250 fayl of Ships great and small, the Burthens and Tunnage he esteemed to be one with another 15000 Tuns, at 60 Tuns, and 20 Men and Boys to every one; therein were imployed above 5000 persons, by whose means there was taken by every Ship, above fix score thousand Fish and five Tuns of Trayn Oyl, which being brought into England, France, or Spain, and fold after the rate of four pounds for every thousand of Fish, and 120 Fishes to the hundred, will amount to fix fcore thousand pounds, which is not above one penny a Fish. The Trayn Oylamounting to 1250 Tuns, at 12 &. amounted to 15000 pounds; fo the total

Necessary points to be confidered touching the Fishing trade.

fale was 135 thousand pounds, omitting to reckon the over prices, which were made and gotten by the sale thereof in Forrein Countries. The consideration (that all this and the like wealth procured by Fishing, is done by the Labour and Industry of men, with exportation of Mony and Exchange, or other Commodities to be commuted or battered for them) is worthy the observation, and by the trade of it Monies are to be had plenteously, and all Forrain Commodities also, to the inriching of Commonweals, where many numbers of people are set on work and relieved; as Bakers, Brewers, Coopers, Ship-wrights, and Carpenters, Smiths, Netmakers, Ropemakers, Linemakers; Hoopmakers, Pullymakers, and many other trades to make the necessary provision of the Fishing Voyages; wherein the lame, impotent, and all poor people may have imployment for their maintenance.

Green-Land fishing.

The manner

of Whale

eatching.

Touching the Whale Fishing, especially in Green-land, for the making of Train Oyl: the same is much augmented by several Nations, since that the Biscayners and Bayonefes have taught the manner of taking of them, casting harping Irons into their unwieldy great bodies, when they are on thore for want of Water, otherwife very nimble in the Seas: For they have a great feeling, and their Flesh is viscosite or Ovly, apt for swimming, and as soon as the Harping Irons have strucken them, they run towards the bottom above a hundred Fathoms deep, as the Lines (which are fastened thereunto) will give way. So that sometimes it will be above two hours before they come up (being ordinarily above twenty foot in length) and then being hoysed up to the Stern of the Ship, the Flesh is pared off, and swimmeth upon the Seas, and the Rump of 'the Body is letten fall again, and then the Flesh boyled, and pressed, maketh Train Oyle, which yielde good benefit, if the Voyage be not overchaged by expences. tor prevention whereof, let us note the proportion for the Victualling of Fifty men for eight Months, of a Ship of 200 Tuns, and cast Merchants or Fishermens account accordingly, for the greater or lesser number of perfons, or the longer or shorter time of Victualling, more or less also in price, 50 men are 12 ÷ Messes, being four to a Mess by distribution.

A proportion for victualling of Ships.

are 12 2 Ivienes, being rout to a Iviers by difficultion.			
	₩.	s.	d.
Bisket a pound per day to a man, is 120 Quintals, at 9 s	-47	16	0
Syder and Beer, one Hogshead a day, with Cask Iron bound, 12 Tuns, at 50 s. and 48 Tuns cask, at 20 s. more			
25 Tuns of Beer, at 50 s. and 35 Tuns Syder, at 50 s. is—	- 0 -		
Water cask new, and Iron bound to Tuns, at 45 s.		0	0
Beef two pound per day, is 100 & weight for three	22	10	0
days a week, is in all 96 days, and 8500 and 3 quar-			
ters, at 26 s. the hundred, is	111		
Cask Iron bound, 500 weight in a Hogshead repac-		0	0
ked, and Salt	—T 2.	0	0
6000 New-found-land Fish, at 4 th 10 s. with the		0	0
Cask, is	-2.7	0	0
24 Bushels of Pease, 20 Bushels of Oat-meal, two	-/	_	Ŭ
Barrels of Oyl	-14	12	0
Butter six Firkins, Cheese ½ the aday, Aquavitæ and			
Vinegar	-60	0	0
Candles, Platters, Chirurgions Chefts, &c.	-65	0	0
TOTAL CONTRACTOR OF THE PARTY O	520	18	0
and the second second second second	539	-	-

Which faid sum of 539 82 18 s. amounteth about 28 s. a man for every month, besides the Ships Fraight and mens Wages, which may be agreed upon diversly. And commonly the Company is permitted to have one third, the Owners of the Ship one third, and the Merchant or Merchandize one third: All other incident charges to be born accordingly between them, whereof Indentures of Covenants are made.

Having referved to intreat of this important business of Fishing, in the end of this first part of Lex Mercatoria, concerning Commodities, which are compared to the Body

Body of Traffick, together with the Sea-Laws observed therein, with all other customs of Commerce: Let us now proceed to the Second part, touching Moneys, being the Soul of Traffick, which in times past were noted to be raised by the Fishing Trade (now so much neglected) appertaining to the Kingdoms of Great Britain and Irade (now to inder flowed, even by original Antiquity. The correspondence and long entercourse between the Society of Goldsmiths and Fishmongers alludeth hereunto: For St. Dunstan the Bishop, termed to be the Patron of the Company of Goldst. Dunstan, smiths, had no other Elixir or Philosophers-stone than the Gold and Silver which by the benefit of Fishing was obtained, whereby the Kingdoms Plate and Bullion was procured: for the advancement of which Fishing Trade, he did advise, That three Fish-days ought to be kept in every Week, which caused also more abstinence: and hence the Proverb came, That St. Dunstan took the Devil by the Nose with his Pinchers. Which custom, if it were better observed with us, would prove very beneficial to the State and Common-wealth.

The End of the First Part.

THE

The Second Part

LEX MERCATORIA.

Or the Ancient

LAW-MERCHANT:

Concerning Moneys, compared to the Soul of Traffick and Commerce.

E have already compared the three Simples or Essential parts of Traffick, namely, Commodities, Money, and Exchange of Moneys, unto the Body, Soul, and Spirit; and in our first part of Lex Mercatoria, treated of Commodities as the Body of Traffick, with the dependences thereupon, as being properly the causes of Commerce, with their Effects, Adjuncts, and Accidents; which method we are now also to observe in this second part of the Law-Merchant,

concerning Moneys compared to the Soul, which infuseth Life into Trasfick, by the means of Equality and Equity, preventing advantage between Buyers and Sellers. And because Money is made of Metals, whereof we have not spoken in the Chapter of the Commodities, whereby Commerce is maintained, here we are to begin with the very Original of Metals and Mines, as a matter worthy the knowledge of Mer-

chants and others.

First, we find that when Commodities began much to abound in the World, all manner of Mctal, as Gold, Silver, Copper, Tin, Lead, and Iron, grew into greater estimation, as being fit and more durable for preservation; and so the purest and finest Metal most esteemed. At which time the Riches of Men was notwithstanding described to confift of Cattle, Commodities, and other Movables; and there was a Commutation of Commodities, as hath been declared, which was found to be very cumbersome, and did require much carriage of Wares up and down, from one Countrey to another; by reason whereof Money was devised to be Coined, to be the Rule and Square, whereby all other things should receive Estimation and Price, and (as it were) become a measure whereby the Price of all things might be set, to maintain a certain evenhood or equality in buying and felling; and the same to have its standing valuation only by publick authority, to the end that all things might equally pass by Trade from one man to another.

Pecuaria, non Pecuniaria.

Thebeginning of Moneys.

Publica men-Sura.

Denominati-

on of Money.

Pecus fuit Pe-cuniæ funda-mentum.

Concerning the denomination of Money, it is derived of Moneta, which proceedeth a monendo, to shew you the name of the Prince; vel nummi nota, and confequently the price of the piece of Coin by his Authority made, stamped and valued.

Pecunia is derived a Pecude, of Cattel, as of Sheep and Oxen, the figure whereof was Coined thereupon, Nummus, a numerando, vel nomine, of the name of the Prince stamped upon it; and also so called, Carolus, Guildren or Horen; so a Ducat, of Ducatus, the name of a Duke; and in times past, being called Stipendium, was a Stipe & pendo, before the same was Coined with a stamp, but made and weighed, being Silver, as the Cicle of the Hebrews.

The Romans, in times past, used Copper Moneys, calling their Exchequer Ærarium. So in Germany it is called Argentarium, of the Silver, and being kept at Stras-

bourg, that City is called Argentina. The first Silver Moneys coyned was the 484 year of the Foundation of Rome; and the Coins of Gold was fixty and two Since the Foundation of Rome until the year of 1622 years after that.

The Sterling Standard of the Moneys of England was first coined at a place so Sterling Stancalled, by Osbright, a Saxon King of England, above seven hundred years since; at dard altered in the valuation which time an ounce of Silver was divided into twenty Pieces, and so esteemed twen-on. ty Pence (as who should fay) so many Pieces, which so continued by denomination until King Henry the fixth's time, who in regard of the inhancing of Moneys in forreign parts) valued the same at thirty Pence. But there was more Pieces made out of the faid Ounce, and the former Pieces went for three halfpence until the time of King Edward the fourth, and then they were currant for two pence, and the faid King did value the said Ounce at 40 Pence; until king Henry the eighth did value the Ounce of Sterling Silver at 45 Pence, and so continued till King Edward the sixth, and until Queen Elizabeth her time, and then the very fame Piece, or the fame Penny, was valued at three pence, and so did all threepences (coined by the said Queen) weigh but a Penny-weight, and the Sixpence two Penny-weight, and accordingly the Shilling and other Pieces, which made the Ounce to be valued at 60 Pence, or five Shillings, whereof twelve Ounces make the Pound Troy weight, which remained divided The Pound nevertheless in 20 Penny-weight; for the said Ounce, being still the same in weight, Troy divided did retain the same name and 24 Grains also for every Penny-weight; and accordid retain the same name, and 24 Grains also for every Penny-weight; and according to the faid Pound-weight is the fineness of Silver also divided: for if it be all pure Silver without any Copper, called Allay, it is justly called twelve Ounces fine, The Pound of because that Pound weighed twelve Ounces, and hath no mixture in it; and so every Silver divided Ounce is consequently 20 Penny-weight in fineness, and every Penny-weight is 24 in Fineness. Grains in fineness.

The fineness of Gold is twenty and four Carrats, and every Carrat, is four Grains Fineness of in fineness, and was heretofore accounted two Carrats for an Ounce of Silver. And all Gold. monies of Gold and Silver do participate of this fineness, according to their substance which maketh their Standards hereafter, whereby the Sterling Standard containeth eleven Ounces and two Penny weight of fine Silver, and eighteen Penny weight of Copper: And our Angel Gold holdeth 23 Carrats, 3 Grains and one half, and half a Grain of Allay, as shall be hereaster more amply declared, together with the pro-

portion between Gold and Silver.

Let us now speak of the properties of Monies in the course of Traffique, and make The proper-

the effects thereof apparent.

The first property is, That plenty of Mony maketh generally all things dear, and nics. scarcity of Mony maketh generally things good cheap: Whereas particularly Commodities are also dear or good cheap, according to plenty or scarcity of the Commodities themselves, and the use of them. Mony then (as the blood in the body) containeth the Soul which infuseth life: for if Mony be wanting, Traffique doth decrease, although Commodities be abundant and good cheap: And on the contrary, If Monies be plentiful Commerce increaseth, although Commodities be scarce, and the price thereof is thereby more advanced. Nay, by Mony a Trade is made for the imployment of it both at home and abroad: For those Countries where things are good cheap are destitute of Trade, and want Monies; and although things for the belly are good cheap, there is less benefit to be made by Merchants.

According to plenty and scarcity of Mony then generally Commodities become dear or good cheap, and so it came to pass of late years, that every thing is inhaunced in price, by the abundance of Bullion and Monies which came from the West-Indies into Europe; which like unto an Ocean hath divided her course into several The Ocean of branches through all Countries, and the Mony it self being already by valuation as a- Monies. foresaid, caused the Measure to be made lesser, whereby the number did encrease to make up the tale, being augmented by denomination from twenty to fixty, or of

those latter years from forty to fixty.

Alteration of Mony alters the price of things.

So that plenty of Mony concurring berein made every thing dearer, and especially the Forreign Commodities, as we have noted before; which caused some men to be of opinion, that our Monies should be more inhanced as it were, striving therein to exceed other Nations: Wherein they are far from the Mark, for if that were done not only all the Forreign Commodities would be dearer, but also our home Commodities, howbeit only in name. The like would happen if Monies were by allay of Copper embased, as experience hath proved in the time of King Henry the Eight, and of later years in the Realm of Ireland: So that we see the Proverb to be true, That the unknown disease putteth out the Physitians Eye. The plenty of Mony required must be, not with a confideration that we have, or may feem to have more Mony than in times past; but according to the present great quantity and abundance of Monies now found in all Countries, which in effect have more proportionable part thereof than England hath. Neither was Mony more plentiful when an Ounce of Silver was valued but 20 pence (judging of Mony as we do of Commodities, either dear or good cheap according to the price) for Mony must be still the measure, and over-ruleth the course of Commodities. Howbeit Exchange of Monies is predominant over Commodities and Monies, as shall be declared hereafter.

The Operation of Mony Ufary.

The fecond property of Mony, proceeding from the operation of Usury devised by the rate of thereupon, (whereby the measure is ingrossed and also falsisted) is, that the rate of Ufury is becom the measure whereby all men Trade, Purchase, Build, Plant, or any other ways Bargain, and consequently all things depending upon the premisses, are ruled and governed accordingly, as in the Chapter of Usury Politique is declared, to the decrease of Traffique and Trade.

Monies will tial value really.

The last property of Mony is, To have an internal value in substance, whereupon have substant the Exchanges of Mony are grounded; insomuch that in Countries where the transportation of Mony is prohibited, and Merchants strangers and others are commanded to make their returns in Commodities, or by exchange, if the Monies be base, or of Copper, the value in Exchange will be made accordingly, to the utter overthrow fo all Commerce; for Monies will have substantial value.

Thus much for an introduction concerning Monies. Now let us begin from the

Original of Metals, and so descend to the particulars and accidents.

CHAP. I.

Of the Essence or Existence of Metals.

Ll Philosophers, by the light of Nature and long observation have determined, That the sperm or seed of all things, created of the four elements, doth in a fecret manner lowre within the two elements of wa-

Vegetative, Sensitive, and Rational

ter and Earth; and that Nature doth continually work to produce perfeet things, but is hindred therein by accidental causes, which are the begetters of Corruption and Impersection of all things, whereby we have variety of things which are delectable to the Spirit of Man. Herein they observe the operation of the Sun and Moon, and the other Planets and Stars, in the generation of all things which either have a being or existence, as the Elements have; or a being and life, as vegetable Trees or Plants; or a Being, Life, and Senfe, as Beafts, Birds, and other Living Creatures; or a Being, Life, Sense, and Reason, as Man hath, and all reasonable Creatures: Which knowledge and Wisdom, no doubt; the Holy Prophet Moses did learn amongst the Egyptians. But had these Philosophers read the Book of Moses, * of Creation and Generation, they would not have ascribed the guiding and conducting of all natural things to the two Leaders, namely the Stars and Na-

Ads 7.22.

* Genefis.

fure. Hence it proceedeth that among t vegetable things (which have a Being and ife) they reckon all Metals, which have their beginning from Sulphur and Mercury, tanquam ex patre & matre; which meeting and concurring together in the Veins of the carth, do ingender through the heat and quality of the Climat, by an airidualconcoction, according to the nature of the earth wherein they meet, which being either good and pure, or stinking and corrupt, produceth the diversity of the Metals of Gold, Silver, Copper, Tin, Lead, and Iron, in their several Natures: And hereupon they have assigned them under their distinct Planets to be Benevolent or Malevolent; as Lead under Saturn, Tin under Jupiter, Iron under Mars, Gold under Sol, Copper The Planets under Venus, Quick-filver under Mercury, and Silver under Luna. So Mercury or Quick- of Metals. filver is one of the feven Metals, which being volatile, and by his volubility running with every one, is in nature as they are, either good or evil: And howfoever they have placed Tin under the benevolent Planet Jupiter, experience hath proved unto usthat Tin is the Poylon of all Metals. Sulphur is excluded, which they fay is of two colours, being white and corrupt in the Silver, which therefore falleth away, but red and pure in the Gold, and therefore permanent.

These diversities of Metals being come to pass by accidental causes, is the cause that Art (being Natures Ape by imitation hath endeavoured to perform that wherein Nature was hindred : Whereupon Aristotle saith, Facilius est destruere Accidentale, quam Effentiale: So that the Accidental being destroyed, the Essential remains, which-

thould be pure.

But this cannot be done without projection of the Elixir or Quintessence upon Metals. Hence proceedeth the Study of all the Philosophers to make their miraculous Stone, which I confess is very pleasant, and tull of expectation, when a man feeth the true and perfect transmutation of Metals, Lead and Iron into Copper, the Ore of Lead into Quick-filver or Mercury, with a small charge to avery great profit, as it Transmutatihath been made for me, until the maker of it died, within three months after he had made almost 4000 pound weight, as good as any Natural Mercury could be, and that in fix weeks time.

To return to our Philosophers, concerning the Essence of Metals, they have been transcended in the knowledge thereof, for they shew the generation of Sulphur and

Mercury in this manner.

The Exhalations of the Earth being cold and dry, and the vapours of the Seas The Effence of being cold and moift, according to their natures ascending and meeting in a due proportion and equality, and falling upon some hilly and mountainous Country, where Mercury. the influence of the Sun and Moon have continual operation, are the cause of generation; or properly from it is Sulphur ingendred, penetrating into the earth where there are veins of water, and there they congeal into Gold or Silver, or into the Ores of Silver, Copper, and all other Metals, participating or holding always fome little mixture of the best, or being in nature better or worse according to the said accidental causes. So that they do attribute the generation to the operation of the influences of the Sun and Moon; where the Book of God sheweth us the Creation of all things in Heaven and Earth, and the furniture thereof. The earth (being the dry part of the Globe of the World) did appear and was made the third day, containing in it the Ores of all Metals and Minerals; whereas the Sun and Moon were created afterward on the fourth day, whose operation was incident to the things created, but not before. In like manner (fay they) are Diamonds, Rubies, and other precious Stones ingendred, according to the purity of the matter, and the portionable participation of every Element therein: If the Exhalations (being fubtil) do fuperabound and prevail over Exhalations, the vapours, then hereof is Sulphur ingendered: And if this subtil Exhalation be mixed with the moilt vapors, and wanteth decoction, as being in a very cold place, it becomes Mercury or Quick-filver, which can indure no heat or fire at all.

The first Metal mentioned in the holy Scripture is Gold, which was found in the Gen. 2, 11. River Pison, running through the Garden of Eden into the Countrey of Havilah, where Gold groweth. Gold doth grow, and this was in the East. According to which observation, all the

veins of Mines run from East toward West, with the course of the Sun, as shall be more declared. To this argument appertaineth the Philosophical study of Prima Materia, to be

Primamateria

The body of the Sun is 166 times bigger than the whole Globe.

phorum.

Ripleys twelve

Philosopherum, found out by experience for the great work of Lapis Philosopherum, by the operation of the Sun in seven years. The practice whereof was made about forty years since, by a German Dostor of Physick, at Dantzick in the East countries (as I have been informed by a friend of mine who was also a Physitian) and was done in this manner, according to the bigness of the body of the Sun, being 166 times bigger than the whole Glove of the Earth and Water, making the circumference of the World. Whereupon he took 166 Vials or Glasses, wherein he did put of all the Ores of Metals and Minerals, and other things which had any Affinity with Minerals, and some of them mixed, and calcined of all them, and closing or nipping up all the Glasses by Fire, he did expole them to the Sun in an eminent place, for and during the faid time of 7 years, and found thereby (as it was reported) Prima Materia, which was reduced to seven Glasses; howfoever, it was certain that he grew very Rich, and bought above an hundred houses in that City before he died. Which was an occasion that my friend (imitating him) did likewise place not far from London seven Glasses, with Calcined Metals and Minerals, upon a house top, against the back of a Chimney, where the repercussion of the Sun did work upon them, which was admirable to behold from fix Months to fix Months, not only by the Sublimation of Colours, very variable and Celestial, but also of the rare alteration of the Stuff, being somtimes liquid, another time dry, or part of it most, ascending and descending very strange to behold, as my self have seen divers times from year to year. Some had been there two, three, four, five, and one almost seven years, the colour whereof had been yellow, then white in the superficies, then as black as pitch, afterwards dark red, with Stars of Gold in the upper part of the Glass, and at last of the Colour of Oranges, or Lemons, and the substance almost dry. Many were the questions between him and me, but he was confident that there was the Elixir, how best very doubtful that he should never enjoy the same; and it came fo to pass, for after a long sickness he died of a burning Ague, and a Gentleman gave a fum of Mony to his Wife for that Glass, whereof I have not heard any thing these feven years. In this Glass he would shew me the working of this Quintessence, ac-Lapis Philoso- cording to the description of Ripley, who he was assured had the Lapis, and so had Fryer Bacon, and Norton of Bristol: Kelley liad by his saying some little part to make Projection, but it was not of his own making. The charge to make it was little or nothing to speak of, and might be done in seven months, if a man did begin it on the right day. The twelve operations of Ripley, he declared unto me were but fix, and then it resteth; for, saith he, all Philosophers have darkened the study of this blessed Work, which God hath revealed to a few humble and charitable men. Calcination, Dissolution, and Separation are but one, and so is Conjunction and Putresaction; likewise Cibation and Fermentation; then followeth Congelation; and at last Multiplication and Projection, which are also but one. For my own part, seeing that no man can be perfect in any one Science, I hold it not amiss for a man to have knowledge in most or in all things: For by this Study of Alchymy, men may attain to many good experiments of Distillations Chymical, Fire-works, and other excellent Observations in Nature; which being far from Merchants profession, I hope thall not give offence to the Reader of this Book, feeing it is but in one Chapter accidentally handled. Neither will I crave pardon of the Muses as it were, infinuating to the world to have a far greater knowledge in these tryals or conclusions. But to satisfy the curiosity of fome, that it may be with a gaping mouth expect to understand somwhat of the Stuff put into these Glasses; I may say as I was informed, That in some was the Calcined Ore of Silver and Gold, in some other Mercury Calcined, and Sulphur in some other; Arfnick for the Air, Sulphur for the Fire, Mercury for the Water, and Sea-cole for the Earth, were put all together as the four Elements. In some other Glass was Vitriol and Orpiment, and what more I do not now remember: Concluding, That where Nature giveth Ability, Art giveth Facility.

I have read all the Books of Paracelfus that I could find hitherto, and in his Book De Transmutatione Rerum I do find to this purpose the Observations following, concurring with my friends opinion concerning Ripley's 12 Divisions, comprised into fix. and the seventh is the matter it self, and the labour or working resteth, wherewith I do end this Chapter, and proceed to the furer ground of the Mines of Metals.

Omne quod in Frigore solvitur, continet aereum spiritum Salis, quem in sublimatione vel

distillatione acquirit & assumit.

Omne quod in Frigore vel Aere solvitur, iterum calore Ignis coagulatur in Pulverem vel Lapidem. Solutio vero Caloris, solvit omnia pinguia & omnia Sulphurea: Et quicquid Calor ignis solvit, hoc coagulat Frigus in massam, & quicquid calor coagulat, hoc solvit rursus Aer & Frigor.

Gradus ad Transmutationem sunt septem.

Calcinatio, Sublimatio, Solutio, Putrefactio, Distillatio, Coagulatio, & Tinctura.

Sub gradus Calcinationis comprehenduntur Reverberatio & Cementatio.

Sub Sublimatione, Exaltatio, Elevatio, & Fixatio.

Sub Solutione, Dissolutio & Resolutio.

Sub Putrefactione, Digestio & Circulatio, qui transmutat Colores, separat purum ab impuro: purum superius, impurum inferius.

Sub distillatione, Ascensio, Lavatio, & Fixatio. Coagulatio est duplex; una Aeris, altera Ignis.

Tinctura tingit totum corpus, & est fermentum massæfarinaceæ & panis.

Secundum est, Quod calidius liquescunt, eo celerius, Tinctura transcurrit, sicut Fermentum penetrat, & totam massam acetofitate inficit, &c.

Sequitur Mortificatio & Fixatio Sulphuris,& in Libro de Refuscitatione Rerum,Reductio Metallorum in Mercurium vivum.

CAAP. II.

Of Mines Royal.

He Mines called Royal are only of Gold, Silver, and Copper, of which three Metals Princes have made choice to make their Monies, fimple or mixed, as shall be hereafter declared. But forasmuch as Silver is found in the Lead-Mines, and that the Silver-Mines have their Ores mixt with hard Lead also, it hapneth many times that there are great questions about these Mines, when Princes will claim their interest in some Lead Mines, because they are rich in Silver, as of late years between Queen Elizabeth and the Earl of Northumberland, as you may read in Mr. Plowden's Commentary of Book Cases, where it was adjudged, That if a Mine be found Richer in Silver of more value within the Ore, than of Lead, all charges of the working of both Metals being fully paid, the Prince may claim the same to be a Mine Royal: wherein must be had great advisement, some Ore in one place being richer than other Ore in another place of the same Mine, whereof we may handle in his proper place of other Mines.

Beginning therefore with Gold the most precious Metal, let us observe, That the Gold Mines, fame is found in Hills, Rivers, and in the Earth, but not mixt in Ore, as Silver, Copper, and other Metals. That which is found in Rivers is the finest, as containing less corruption, and is all of one goodness otherwise. There is Maiden Gold, so called because it was never in the Fire. Naturally all Gold hath a little Silver in it, as also fome Copper, and coming out of the ground it is foft, and doth harden by the Air. Such Gold as hath no need to be refined, but may be used according to his fineness in

Crayford Moore in Scotland.

works, or to make Mony, is called Aurum obrison: Such was the Gold which Sir Bevis Bulmer Knight brought out of Scotland, found in the Sands of the Rivers near to the Gold Mines of Crayford Moore, which was above 22 Carrats fine, and better than the French Crown Gold. I saw some 18 Ounces of it which was in big Grains, some like peafe found out by the Shepherds, by whose means that place hath been discovered in the later time of Queen Elizabeth. Some other Gold hath been sound out also in Scetland within a white Spar, wherein it groweth, near the superficies of the Earth, and runs into small veins like pins, fit to be refined by Quick-silver from the Spar, because it is as pure Gold as any found in Africa or Barbary, which we call Angel Gold, holding but half a grain of Allay. I have seen the like Spar of Gold which was found Brickel Hillin in England in the County of Lincoln at Brickel-hill neer Spilsby by Lincoln.

England.

But neither this place or any other are lookt into, for the reasons hereafter declared being right worthy to be regarded with a curious Eye and an industrious understanding; and consequently many other, whereof this Monarchy of great Britain is really blesfed, and especially Scotland, where much barren ground is: For God in his divine wifdom doth countervail the faid Barrenness of the Soil, with the riches contained within the Bowels of the Earth, as in fertile ground with the Corn and Fruits growing An observation upon the superficies thereof: Which may serve us for an observation, especially where we find Rivers of Water running about the hilly places in dales, which the Spaniards did fo much regard in the Welf-Indies, feeking after Mines, that in all places where

on to find out any Mines.

they found not the same, they presently gave over the search after them.

ed with Gold.

Gold doth come out of many Countries, as out of the Mountains in Bohemia, Rivers of Pannonia in Hungary, out of the Kingdom of Sweden, but it is all exhausted. There was wont to come out of Spain of the Rivers and Mountains above twenty thousand pound weight yearly, which is worth above 800000 pounds Sterling; but there is none found now. In the Island of Santo Domingo all is exhausted also; and so will it Cold Climates be in Perou, and the West-Indies: It is more like to continue in Africa and Barbary; because of the Climate, albeit that Hungary in Pannonia lyeth under fifty and three degrees, and is a colder Climat than ours, and nevertheless hath yielded abundance of Gold fince the year 1527, until the year 1568, as by a certain record appeareth, which was kept thereof. The King of Spain was wont to have from Callle de Mina (upon the Coast of Africa) about eighty thousand pounds worth every year, which is now almost decreased to one half: And all along that Coast, the Hillanders and the French Merchants complain of the small quantity now extant, or there to be found, to make return of their Commodities (Hides and Wax being not so plentiful as in times past.) Turky is hindred also to have such quantity of Gold as in times past came out of Persia unto them.

Gold of Ophir.

The scituati-

Of the Gold of Ophir, we hear but a discourse of old observation; That Solomon had the Gold from that place to beautifie the Temple of Jerusalem and his Fallace. This is held to be the Island of Sumatra or Taprobana, being the greatest of all the on of Sumatra. Oriental Islands, and is divided from the firm Land of Malacca by a strait and dangerous fea, by reason of many Islands and Cliffs that are within it. It lyeth under nine Degrees on the South fide of the Line, which no doubt is very rich of Mines of Gold, Silver, and Copper. The Hollanders did touch there in the first Voyage they made for the East-Indies, where the Inhabitants make excellent Brass Pieces, and are opulent in all things. But I never have yet heard of any Gold brought from thence, neither from the Island of Java Major, which lyeth right over the Island of Sumatra, on the South side of the Equinoctial Line, which may be, hereafter shall appear; for out of all doubt mens Treasures are hourded up in Gold in many places. It is recorded that David left in Gold (befides Silver) 180 Millions Sterling, according to the Calculation: But Solomon left behind him but one tenth part of that, namely eighteen Millions.

Silver Mines.

Silver is always found more abundantly, because the number of Silver Mines found in divers Countries, and for that all I ead Mines contain fome Silver, especially the poor Lead Mines, the Ore whereof yields but small quantity of Lead, either 25 or 30 th weight in one hundred of Ore; and that Silver likewise containeth some Gold. Gold, found fometimes to be three or four Ounces in one hundred pound weight, befides the Copper in the Silver Ore.

The Silver Mines of Hungary and Bohemia, as also Sweaden, are drawn out, but do continue in Germany (in many places) which have properly the Silver Ore of the Celestial Colour, with fine Grains glistring like little Stars. In Saxony the Mines are Richer: so are the Mines of the Severstal Mountains, which have continually yielded fix or eight thousand pound weight a year, but are wrought upon at leisure.

ver Mines,

The Mines in the West-Indies are the principal in quantity of Poor Ore, where many hands make light work. For the King of Spain doth divide his grounds by proportion to his Subjects to work for him, allowing them Mony and Quick-Silver to separate the Silver from the drossy substance, and they must pay him again in Silver after a certain rate; and were it not for the quantity of Ore, the Silver would be very little. For I am assured by the information of one Don Rodrigo de Cordua of the house of Toledo, a Knight who had lived in the West-Indies many years, and attended the great Mine of Potolie, that the Ore thereof containeth not above 1 \(\frac{1}{2}\) ounce of Sil-Potolie in the ver in a hundred: The like was affirmed by a Portugal called Antonio Diaz, who had \(\frac{\text{Silver in the}}{\text{Weff-Indies}}\). dwelt two and thirty years in the faid West-Indies. I was Interpreter between our SoveraignLord James, and the faid Antonio, when he made the trial of the Silver Ore of Scotland in the Tower of London with Quick-Silver before the King, and did inform his Majesty hereof; as also that the best Silver Mine that ever was wrought upon in the West-Indies, did not contain above eight ounces in one hundred weight. The Charles Mine Mines in Germany are far Richer: Some contain thirty and forty Ounces: that is to fay, by, the mixt mettal Ore, taking of it disquisitively, or here and there, for the blosfom of Silver appearing in some branches is finer or better than Sterling, which therefore doth not proportionate the goodness of the Mine; whereof more hereafter. Now leaving the Mines of the Earl of Mansfield, and others that are in Tirol and other places of Germany, we must not forget to give the due commendation unto the Noble Duke of Brunswicke, that to his loss did maintain the Silver Mine of the Wildman Mines in the or Savage, in his Country, only to fet the poor people on Work, being indeed but a Brunswick, Mine of course Lead, whereof he had great store, heretofore six hundred weight countrey. of Ore making but one hundred of Lead, and that hundred of Lead hath but 1 ! Ounce of Silver, whereof his Dollars are made; expressing the same by the Inscription, which may very well be affumed by many for their Posy, Aliis inserviendo consumor, as the candle doth, which by consumption of it self doth give light unto others. The stamp of those Dollars is a Savage man, holding a burning candle in one hand, and the trunk of a Tree in the other hand, and the Emperors Arms on the other side.

I cannot therefore without grief discourse of the Silver Mines of this Monarchy of Silver Mines Great Britain, and heartily lament to fee them lye dead, and buried in oblivion, be- of Great BricauseI have heretofore sought to advance the working of them: For it is now about 14 years fince I caused divers workmen to come out of Saxony; Brunswicke and other places of Germany, at my great charges, to the number of seventeen persons, some for the Silver Mines in the Bishoprick of Duresme, others for the Lead Mines in Rickmond-shire in the County of Tork, some for the Allom works there also, and some Richmond-Shire. for the making of Steel in Wales, wherein the noble Lord Eure deceased, and certain London Merchants had undertaken to proceed with me. The action being applauded by a great person then in authority, and now deceased, who promised all the favour that he could do; but he had some other privat designs herein, as he had also in the Silver Ore of Scotland, whereof we are now to intreat: Infomuch that the actions of these two Lords were like unto Phaetons horses, for all was set into a combustion, and the poor men went begging homeward, to our exceeding great loss of the benefits in expectation, our Mines being richer than those of the West-Indies, whereof I have made and caused to be made many trials of above twenty several forts of Silver Ores. The two Silver Mines of Muggleswike and Wardal at Duresme contain six and eight Ounces Silver Mines of Silver in the hundred, which being fallen in, may with a reasonable charge be brought in working, according to the information which I took of the Inhabitants

there

Slaucibborne Mine in Lancalkare.

there, at which time I did intend to go further into Lancashire to Statibborne Mine, holding above four Ounces of Silver in the hundred: But being in the Winter time, and the weather very foul, I was diverted, not without discontent, because it is the country where my Ancestors and Parents were born.

Combmartin in Cornwal.

Stable.

The Silver Mine at Combinartin in Cornwal holdeth ten Ounces in the hundred, where Sir Bevis Bulmer did work for a time, which is deep and overflown with Water; but there are divers Branches of that Mine running many Miles off spread in Mines of Sil- the earth, and within these two years some Ore was sent me from Barnstable of a Branch ver by Barnof that Mine, lying within one foot and a half of the superficies, which upon divers trials of one pound weight at once, holdeth by computation above ten Ounces of Silver; but little Lead; for every pound did produce above two Penny weight of Silver, and is not difficult in the melting: The party in whose ground it is found will not have it touched nor medled with, fearing his grounds shall be spoiled, and the Mine taken from him, which is known above half a mile of one foot broad. Howfoever, I thought good to remember this for our Posterity, for there may come a time that industrious men shall be more regarded.

Silver Mines of Scotland.

A fingular good observation.

Tryal of one Tun of Ore

by Sir Bevis Bulmer.

It were also injurious, if I should not remember the Silver Mines of Scotland, especially that Mine which lieth in the grounds of Sir Thomas Hamilton Knight, Lord Advocate of Scotland, within eighteen miles of Edenborough towards the Sea fide, discovered in the year 1607, by means of a Collier, as I am informed. In the report of the goodness of this Mine hath been very great diversity, according as they found the Ore of several veins, as we have noted before; for the blossom of Silver Ore, or the small veins, cannot give true direction of the riches of the Mine: Which is the cause that the Spaniards in the West-Indies, having found any vein of a Mine, they will pursue the same towards the East, and seek to find out (as it were) the trunk or body of the Tree, which they call Beta, saying Es Menester stempre buscar la Beta de la mina. We must always seek after the body of the Mine; which may be sometimes three or four foot broad, when the veins are like an arm or finger: And according to the tryal made thereof they give their judgement, not by the tryal of the subtile allay, but by some good quantity, and increasing their tryals by some additaments sit for the nature of the Mettal Ore, as they judge the same to be. For all diseases cannot be cured with one remedy in all persons, although the disease be alike; so may it be said of those that make tryals of Ores of Metals, for some tryals did report 80 28 of Silver in 100 weight, others 60 th, 40 th, 35 th, and 20 th, then it fell into Ounces, which was more reasonable and natural, asl informed then some Privy Councellor, and the said Sir Bevis Bulmer, whereupon it pleased His Majesty, and the Lords of the Right honourable Privy Council, to appoint ten Tuns of the faid Silver Ore to be brought into the Tower of London, whereof one Tun of 2000 & weight was indifferently taken and calcined or grinded together, and thereunto were two Tuns of Lead added, commixed, and atterwards Molten by a continual Fire, and Hand-blast of four men according as I have noted in writing. And there was a cake of Silver remaining weighing 17. Ounces, and the extraction out of the Lead was some 4 or 5 Ounces more; so that it was reported to be 22 Ounces in the 100 weight of Ore, but the charge was great.

There was also another Tryal made by VVilliam Beal, with a far lesser quantity of Lead, and roasting the Ore; and by Mr. Broad and others, as Mr. Russel, who refined the same with the flag of Lead; others by lead Ore to save charges, and they all found above 22 Ounces of Silver in the 100 weight of Ore. And so did Sir Rich. Martin Kr. Master worker of His Majesties Mint, lately deceased, who delivered unto me at times 20 ft weight of the faid Ore, grinded, shaddered and washed, which I did send beyond the seas unto an expert Mint-master, and withal a particular of the manner of tryals which every man had made here; as also the tryal made by the Portugal with Quickfilver, who found 230r 24Ounces; his answer was, That upon his first tryal he found 42 Ounces, and of the other less, and that the Ore was easie to be wrought (but not by the means that all those men had used) and with little charges; and that the manner to refine with Quick Silver, was good for poor Mines of two or three Ounces, where the ore

had little or no Lead; and that the commixture of the Mine was very brittle, and Bell-metal, and so did all the other refiners affirm. For the old Ore doth look be- Colour of the tween white and blue for the most part, and is like the Bell-metal found in good Ore of Scarquantity about Bristol, which is used to make some kind of Alchymy beyond the Seas, and this must be allaid to qualifie the brittleness with some Mineral, of all which I have made a Record in my Book of Collections.

In the month of August, 1608, there came two Ships before the Tower of London Great quantifrom Scotland, laden with some 400 Barrels of this Silver Ore, in weight some 100 ore, Tuns lading which were there landed, and delivered unto the Lord Knivet, Warden of the Kings Mints, whereof 20 Tuns was taken promiseuously and grinded, and afterwards also distributed unto divers refiners and others, and the trial of Mr. Broad was best, who found 28 ounces in the 100 of Ore. Of this quantity Sir Richard Martin had 3 Tuns, whereof some was fent to my friend beyond the Seas. Interim, these trials and conclusions fo differing, brought the faid ore (together with other proceedings) into fome difgrace, whereupon (according unto Commission given me) I made an offer to buy the 80 Tuns remaining in the Tower, to a great Personage, to give for it 24 pound the Tun, to be transported to my friend into Holland paying ready Money:time was taken to give meanswer, and then difficulty was made, for that treasure was not to be exported unless by returning the quantity of Silver by weight; hereupon conclusion was made to bring in so much Bullion of Silver or Royals of plate. But when all came to all, with running up and down, and further offering to deal for greater quantities, and to take it in Scotland, I was put off with this consideration, that it was a dishonor to England not to have men of as good experience as any were beyond the Seas, whereby the Kings loss was 2000 ft, for his Highness gave the same afterwards unto Fames Achinson his Graver of the Mint heretofore, who brought the same to nothing, being unskilful of Good matters the refining of it. And thus are good matters marred in the handling, and Works marred in the brought at a stay or hindred, as I have before set down. There are many rich Mines Plus Peucer in Scotland, if we compare them to the West-India Mines; and in Wales, where the que dire. Lead Mines are poor, they contain the more Silver, of 1 1, two and three Ounces in the hundred of Ore, which will not yield above 40 or 44th weight of Lead, and the Ore of the Mine which holdeth three Ounces, containeth but 25th of Lead. The Mines most known are those in Cardiganshire in Wales, where Mr. Hugh Middleton of London Gold-smith hath bestowed very great charges, as he did in bringing the Water-works to the City of London; so he bringeth now Silver to the Tower to be minted: The Ore being four Ounces in the hundred, or eighty Ounces in the Tun,

one hundred of the best Ore of Lead will make neer 70th of Lead, and holdeth but Ounce of Silver, not worth the charges of refining, as we shall declare. The Lead Mines in Ireland do contain more Silver, than these in Darbyshire and

and the less in Lead; for the richer the Ore is in Lead, the poorer it is in Silver. So.

Somersetshire, called Peak and Mendip Lead.

The Saxons, which were procured to come into England, had no more, no nor fo much experience as our refiners of London, for by faving of Lead they found

leffer quantity of Silver, and so all was given over.

The third fort of Mines Royal are the Copper Mines, which are found also in di- Copper mines. vers Countries, which are not so plentiful in Hungary, where the best is, as in times past, but are very abundant in Sweden, howbeit that it is very mean and inferior in goodness. There are also Copper Mines in Germany, and the Duke of Brunswicks Countrey: As also certain natural Copperas-waters, wherein they cast from time to time great Natural water quantity of old Iron, which within fix Weeks or two Months doth transmute in- of Copperation to Copper. England hath divers Copper Mines; at Keaswick neer Scotland are made fome forty Tuns yearly, by certain Germans there inhabiting, it containeth some Gold. Some Mines of Copper Ore are found in *Torkshire*: And albeit the charge of making one Tun of Copper be commonly 30th, yet if seven Tun of Copper Ore make one Tun of Copper, it may yield good benefit: For whereas 22 Fires have been used, it is brought to 12. I have seen excellent Copper Ore of some Mines in Staffordshire, in

Staffordsbire Copper mines.

the hands of Mr. Stonewel, which absolutely is the best Ore that ever was found in England, he doth assure me of great store of Ore. It is lamentable that such works should lie dead for want of undertakers, which indeed are discouraged by the great charges. In my opinion, the charge of a Tun of Copper of this goodness of Ore will be made for 158. There are also good Copper mines in the West parts of England, where I have feen good Ore in divers places, which must be rosted, to destroy the Antimony, Arsnick, and other corruptions which are in it. A certain Nobleman now deceased was inbarqued in those Western mines, which

The working of Copper Ore by Allom and

were promifed to be wrought by imbibition of Allom and Copperas-water, and the Copperas-wa- Ore, after digestion with Rain-water, would make of 6 Tuns, one of Copper: Hereupon for 3008 by him disbursed, he was offered 18008. It pleased his Lordship to take my advice, and to conclude the bargain; for when I did calculate the charge of grinding and roasting of the said Ore, the making of the great quantity of Allom-water and Copperas, the confumption of Iron plates decreasing in weight, with all the tubs and utenfils, the long time of imbibition, and confequently Work-mens wages, I found the charge to exceed, and that the course of ordinary melting was to be preferr'd; and fo experience hath fince proved the fame, to the great loss of the undertakers: For when works are clogged with immense charges in the beginning, it choketh the benefit ever after, as we shall presently declare. Seeing that profit is the radical moisture of fuch and the like actions, his Majesty hath been graciously pleased to Incorporate a Company of worthy persons for all Royal mines, by Letters Patents, and hath reserved but one 15 part to himself. But there is none of that Company that doth advance any works, that I can learn. I would to God that the mines Royal, or others. would prove to be worth 10000ff yearly, whereby his Highness (according to the ancient Maxim of the Law) might claim his interest, as they say; for it is well

The company of Royal mines.

A Spanish

million is

pound Ster-

The great Wealth of the West-Indies would not be so admirable unto us, the report whereof is greater than the truth, and the Spanish millions are not Sterling millions: nevertheless let us reckon them with the most, which is 300000 Sterling: And when the Fleet of the West-Indies; and Nova Espagna, bringeth eight or nine millions, it is a great matter. And to make this apparent, I have here fet down the greatest Treafure that ever came at any one time, which was in the year 1587, as a provision for the great Armado then preparing, whereunto great benevolences had been ga-

thered, in regard of the meritorious action, which God, from Invincible, made Invisible. The Register of the Treasure was (with the most) namely,

known how gracious and bountiful his Majesty is always.

From Nova Espagna and Terra firme.

A remembrance of the greatest revenue of the West-Indies.

For the King. 8100 Ingots of Silver. 12 Chests with Gold. 300 thousand Royals of eight. 20 Cases with Pearls. 1 Chest with Emeraulds. 5600 Roves of Cutchenile.

For particular persons. 5 Millions Teasted Silver. 1500 Marks of Gold of eight Ounces. 1500 Marks of Pearls. I Chest Emeraulds.

From Mexico.

For the King. 1900 thousand Peso's of Silver. 1100 Marks of Gold.

For particular persons. 2 Millions of Silver. 64 thousand Hides. 25 thousand & Indico.

From Santo Domingo Island, 35 thousand Hides. 900Chest Sugar of 1000@ weight. 22 thousand Kintals of Ginger.

50 Kintals of Sarsa-Parilla. 48 Kintals of Cassa fistula. 64 Roves of Cotton wooll.

13 thousand Kintals of Logwood.

All the Gold and Silver was valued at 13 millions, and all the Commodities at 3 millions, whereof the King had 12 millions and one half de claro, wherewith we conclude this Chapter of the Mines Royal, and are moved to write also of other Mines and Minerals, contrary to our first intention, but briefly as followeth.

CHAP. III.

Of Mines and Minerals.

HE next in order to be treated of are Tin Mines, which are but few in number in all Countries, and in Germany only found fomewhat plentiful, but the Tin is blackish and corrupt: So that our English Tin in Devonshire and Cornwall is the only Tin of all the World, which containeth four Ounces of Gold in a thousand, whereof there is some 12 hundred thousand made yearly. It hath been fold for many years at an under value; but his Majesty hath by way of Pre-emption advanced the price thereof, which belongeth to the Dukes of Cornwal, and consequently to the Noble Prince of Wales, Charles, Son and Heir apparent to our Soveraign Lord King James. This Pre-emption is letten to Farm to certain Merchants, and the Government of the Stanneries, with all the good orders observed therein, and the Coinage of Tin to demonstrate the goodness is profitable to the Kingdom, and deserveth great commendation. as is already noted.

Lead Mines are found in all cold Countries, especially in Germany in the Dukedom Lead Mines. of Brunswick, but it is black of colour, and until it be refined it is unserviceable, and confequently not vendible. The Old Duke had almost made a Wall about the City, of the Sows and Pigs of Lead, until our Lead became dear and fcant, and that an Antwerpian did teach them how to refine their Lead, in taking away the cobble (which is like unto a knot in a piece of Timber) which made the Lead brittle, and by his meanes all the Dukes Lead was fold in *Italy*, *Spain*, *France*, and other places elsewhere.

Scotland and *Ireland* have many Lead Mines, containing also Silver.

The Lead Mines of *England* are scituated in divers places of the Kingdom, but

most in Darbysbire in the Hills of Peak, Sommersetsbire, and Wales.

There is great difference in the Ore, as hath been noted. There are also many Lead Description of Mines in Richmondshire under the County of Tork, where I went to view them, Anno many Lead 1606, about Arkendal and the new Forest, having prepared a long Iron Boare of Mines in Torkeighteen foot long for that purpose, and there I did observe within the compass of ten miles, that the scituation of Arkendal is betwixt two Hills, the one lying North, called Windike, and the other South-West called Moldersey, adjoyning unto another Hill called Pouncy, lying West from Moldersey, all belonging unto the King, and by Lease unto Sir John Maillorie Knight.

There are also adjoyning unto it certain other Hills where Lead Mines, as Swaildale, where my Lord Wharton hath his Works, also Readburst, Cocka, and Fellind, being East from Windike. The Mines of Arcandal have never been wrought to any purpose. There are but three smelting Cottages, which do feed upon the poor People and Inhabitants thereabouts, which at their leifure feek for Lead Ore upon fufferance. and bring the same to the melting places, where they sell the same for 20 and 24 s. a load, giving to the Owners three or four parts in ten, as they can agree, and one tenth to the Parson or Vicar of the Parish or Chappel.

A load of Ore with them is as much as four or five Horses can conveniently carry, which by computation is fome thousand weight, and is also delivered by a measure

called

called Load; four of these Loads will make a Fother of Lead of two thousand, their Foolish man- weight being 12068 to the hundred London weight: So one hundred of Lead Ore maketh but 30th of Lead; which cometh to pass, for that their manner of melting is by foot blaft, and small surnaces with Wood and Charcoal, casting the Ore of Lead between them in small pieces, and so still augmenting their melting, which can yield but little, the heat of the Fire being choaked by the fuel and dross of the Lead, whereas flame is the greatest mean of melting all metalline Ores, which require Furnaces to be made accordingly, where 36 or 4000 may be molten together, they melting 3 or 400.

There is no Wood to be had but within two miles, but Sea-coal and Peate is neer hand, which may serve better cheap; for they reckon 7 or 8 s. for the charge of a soften for the melting. The Lead being cast into small Pigs of somewhat more than one hundred weight, are brought on Horseback through Richmond to Borrough-bridge, being about 30 miles distant, and are conveyed by Water to Tork for 25. the hundred, and from Tork to Hall for other 2 s. so that a fother of Lead, with all the charges, will not stand in 388 and there is a neerer way by Stockton on the Sea-side, a-

bout 25 miles, which will lessen the said charges.

Iron Mines. Now we are come to Iron Mines, whereof almost all Countries in Europe are provided, which do much differ in goodness, yet may be used according to the several Works whereunto it is imployed; as the Spanish Iron serving for blades, and

not fo good for other things.

England hath great store of Iron Mines, for by computation there are above eight hundred Furnaces. The melting of it by flaming Sea-coal or Scotch-coal faveth a great deal of charges. There are lately found more Iron Mines in France, which Iron being made into bars, is Transported into Guinea, Binea, and other parts upon the Coast of Africa, where it hath continually been in great estimation, and now becometh so abundant, that their profit is but small of those Voyages; and so it falls out at this present for the price of Lead.

Steel Stone. The Iron Stone in Wales is found to differ from the Steel Stone, by means whereof a German made good Steel in bars, and also Gad-Steel. But the Patent of Sir Basil Brooke for making of Steel did hinder the proceedings therein, and German Steel is best, until of late that a Frenchman (shewing the impersection of ordinary Steel) caused his Majesty to make void the said Patent, and to grant another for the making of perfect Steel, furpassing in goodness the Steel of all Countries.

So we find that our Iron is best for the casting of Ordnance, and the Sweden cast Iron Pieces are brittle, and commonly one in feven will not abide the trial; and of late the broken Pieces of ours are made serviceable for Iron in bars, to be cast a-

gain.

Quick-filver Mines.

Mercury or Quick-filver natural is not yet found in England, but only in Germany in very cold Places: And within these 30 years there are two Mines of Quick-silver discovered in the West-Indies, which is a help to the quantity which they yearly buy to refine their Silver Mines.

SulphurMines,

Minerals of

divers forts.

Sulphur and Brimstone being found in divers Countries, cannot be better than we or Brimstone. have in some mountains of Wales, from whence I have had divers forts of Sulphur Earth, or Mine very rich. Some there is also in Blackemore and Bafedale in Torkshire: as also many other minerals, which my Workmen did shew me, as Terra sigillata, Oacre Red and Yellow, Bole Armoniack, Terra d'Umbra, Antimony, Sal-niter, Black Lead, Vitriol to be made of Copperas: To fay nothing of such things as are made of

metals, nor of Salt-peter, which is plentiful.

Alloms are flate, and Earth.

And now I cannot omit to treat of the Alloms, whereof in many Countries great made of stone, store is made; but the best is at Civita Vecchia in Italy, called Romish Allom; made with small charges, out of a kind of Stone, which yieldeth above the one half of Allom without using any Urine or faltish mixture, as they do in Germany, where they have both Red and White Allom at reasonable rates: So they have in many places of the Straits at Constantinople, Carthagena, and other places; Sweden and Poland are not without it.

In Scotland and Ireland great quantities can be made, had not England undertaken so much, whereof I have set down the Original, progress, and continuance con-

cerning those Works at large, the substance whereof followeth in brief.

Queen Elizabeth of Blessed memory did, in the Sixth year of Her Reign, grant by Letters Patents unto one Cornelius de Vos, the fole making of Copperas and Alloms within the Realm of England, which was affigned by him to James Lord Mountjoy, and being renewed for 21 years, was confirmed unto him by an Act Parliament, by vertue whereof one Mr. Lane his Workmaster made great quantity of Copperas in Dorsetsbire and the Isle of Purbecke, and some Allom and Copperas was then sold

at 30th the tun, now under 3th.

Afterwards about the year 1604, one Mr. Atherton began to practife the making of Alloms in Torkshire about Gisborough, which whom Mr. Bourchier, now Sir John Bourchier Knight, did joyn to bring it to some perfection; in hope whereof, and at the fuit of the said Sir John, the King in the Fourth year of His Reign granted certain conditional Letters Patents to the Lord Sheffield Prefident of the North, Sir Thomas Challoner, Sir David Fowles, Knights, and the faid Mr. Bourchier, for 21 years, for the fole making of Alloms in Torkshire only, where (in building of seven Houses, and the utenfils for Working and charges, with other extraordinaries) they were out of Above Blackpurse in two years some 33 thousand Pounds, and could not proceed any further Moors. without bringing in new men, for some of the other gave over in time, and would proceed no further, although the Germans were now come which they had sent for. Hereupon other Letters Patents were obtained for thirty one years for all England, Therearerich Scotland, and Ireland, without conditions, and then they were out above 40 thoufand Pounds, and no Alloms made to benefit, although the price was raifed at a
in the life of
Wight.

Certainty, and all Forraign Alloms prohibited to come in. And his Majefty hath
been pleafed to enter into the faid Works and laid out 10 many thousand Pounds, as is not fitting to be expressed. Thus by overcharging the Works in the beginning, are good businesses overthrown; many are the particulars which I have ob-ferved in Writing concerning these Works. But leaving this, I wish good success therein, for there is Allom Earth enough to continue for ever, and in places Westwards as good and better than any is in Torkshire.

Now from the Mines of Gold, being fallen to Allom and Copperas, let us end Coal Mines. with the Cole-pits or Coal-mines, whereof they make more Account in the North, than of Lead-mines, and yet they are abundant, more than in any Country of the World. In the lower parts of Germany about Acon and Cologne they have great flore of Sea-coal, but it doth not cake as our Coals: They melt great quantity of Iron Stone with it, being like unto the Coal in Nottinghamshire or thereabouts, which flameth more like unto the Scotch-coals. To know the goodness of the diversity of our Coals, I have noted in the Fourth Chapter of the First Part of weights and measures; and now I am to shew how Mines may be wrought to benefit and profit,

for the good of Merchants and others.

CHAP. IV.

Of the profitable Working of Mines.

Hilip the Second, late King of Spain, perceiving that many Blind Bayards were over-bold to undertake the Working of his Mines of Silver in the West-Indies; and yet considering on the one side, that without Authority and Priviledge they could not be encouraged thereunto; and on the other fide, having obtained the fame for certain allotted grounds unto them, they did hinder

Patents for Mines.

other men and themselves proceeded not; did very advisedly make all his Letters A good Provi- Patents (as we call them) conditional with a proviso, That if the Patentees did not proceed in the Work, or discontinue the Work for two years, the Patent was void of course, and upon Certificate made of it, the King made new Grants unto others. If our King were pleafed to do fo, many Grants or Leafes made by the Company of the Mines Royal would be made void, and other men would be en-

couraged to try their fortunes upon them.

The next confideration in order, concerning Mines, Metallin, and Mineral, is, That the Works in the beginning be not choaked or suffocated with extream charges or expences, which doth discourage the undertaker and all others, whereby the Works are given over, or means is devised to charge Princes Cossers with them. For it is certain, That things do prosper best when they are underpropped by Authority it felf; which to do in the beginning were more profitable, than when the charges and expences have overburthened them. For prevention whereof, I made a contract for the Lead Mines in the North parts, which being imitated, shall cut off all such charges as commonly the Parties do run into in the Working of Mines, upon the conceited benefit which draweth more violently than the Adamant Stone. For as the Portugal Antonio Diaz told the King, Todos los mineros son Ricos, porque quando no lo tienen en sustanfia, tienen lo enel animo: All Miners are rich, for when they have it not in substance they have it in the mind. The observation already noted concerning the running Waters about Mines, must not be forgotten. The Contract before mentioned was in this manner: The Mine to be wrought, and the Ore to be divided into five parts. The owner of the ground or the Lessee, to have one part of the Ore shaddered and washed ready to be molten, and he to redeliver the same in the nature and quality aforesaid, and to be paid for it every three months, paying for every load twenty Shillings. The Workman in like manner to have another fifth part, and to be paid accordingly every week. The other ? part to be for the undertakers, and they content the Parfon for his Tythes. By these means a man is sure to have ware for his Money, and then to make Furnaces to melt 36 or 40 hundred at one time, as hath been touched. For to enter into charges before you have good store of Ore above ground, is needless: Herein obferve also to Work from East to West, or from West to East, unless you find the scituation of the Mine to be fuch, that being troubled with the Water, you may make entrances in the lower parts thereof to avoid the same. If your Lead do contain Silver, although it were but an Ounce in an hundred, you may Work it to benefit, if you preferve your Lead by making of an Iron Cap over your Furnance, to be drawn up and down to receive the Vapor of Lead, which falleth down again, whereby the loss of above 2008 weight in one Tun, will decrease to 80% or thereabouts; and if you have Litargirum of vent enough for the Litargirum, which is your Lead, as it is cast up by the foot-blast or otherwise being Red to Paint withal, then may you make profitable Work every way. For Copper, observe your roasting, to purge your Antimony and all other corruptions; let not the gliftering Colour of Marquilite deceive you, it is but smoke and scurf. And although Antimony will be the Eldest Son of Sol, and contend with Sulphur and Mercury, hold him for a Bastard; the thrist is in ponderous Ore for Copper, and

> with a reasonable quantity you may try your Works, before you be at charges in landing of your Ore, and to know how many Fires will be requifite to make one Tun of Copper, and then land great quantity of Ore, according to our former Contract : If you are not fure of it, let others bear charges and labour with you, and so thall you not overcharge the Work, but rather find means to lessen your charges. The Lead Mines

> to great profit by the means of Quickfilver, being roafted by reflection of the Fire, and

grinded. To the furtherance whereof, I have thought good to fet down the manner of Potoli Mine in the West-Indies, and as the Portugal did the Scottish Ore; he took to one hundred of the metal prepared, between 128 and 158 of Quick-filver, with Salt and Vinegar, and so sprinkling the said Quick-silver through a linnen Cloath, still using a reasonable quantity of Salt (which divideth the Lead from the Silver) and

Vinegar

Lcad.

A Profitable Contract.

How to refine in Wales, containing two or three Ounces of Silver, may in mine opinion be wrought Silver by Mercury.

Vinegar, or Strong-water (but that is costly) he did leave these substances together 24 or 25 days, every fecond day stirring the same with a staff; in which time or less, according to the Mineral, the Quick-filver doth devour or eat up the Silver, and leaveth all the other commixture: I hen, by straining the said Mass, the Quick-silver goes through, and there remaineth a past in divers balls, called the Almonds past, which, by a Limbeck receiving fire, causeth the Quick-silver to sublime, and falling down by To be done the neck into the water, which is in the receiver stopped close, taketh his body again by retorts of in the faid water, and the Silver remains pure, which commonly is not above a fourth Earth. part of the weight of the said past; your Quick-silver serveth again, and there is not lost above 6 pound in the hundred of Silver. He said also, That having once, two or three months before hand, the Minerals thus prepared or decosted, himself and four men could refine ten Tuns of it in a day, which is admirable. But these men are like Travellers, which fometimes may speak an untruth, Cum gratia & privilegio. Nevertheless, considering that Potosi Silver Mine, holding but one : Ounce of Silver, is but 30 Ounces the Tun, which at 5 s. is but 78 10 s.o. and the loss of the Quick-filver, and all charges deducted, there will remain but little, unless the quantity of Tuns, to be done in a day, should contervail the same, to provide yearly against the coming of the Fleet, although (as I have faid) many hands make light work, and light gains and often do fill the Purse: And if the Work-men should return one Pound of Silver for every Pound of Quick-filver, there would be above ten for one, and they to live by the overplus of it.

CHAP. V.

Of the nature of Gold, Silver, and Copper, and of the Moneys made thereof.

Rom the transcendent contemplative Study of Philosophers, of vapors and exhalations, to the essence of Sulphur and Mercury, generated into Ores of Metals, We have produced Gold, Silver, and Copper to the Mint, to be converted into Moneys. To the which purpose let us now examine the nature of them, and, by inversion, Coin first Copper, then Silver, and so come to Gold, according to the beginning of Coins made by the Ancient Romans. Notwithstanding that, at our coming to the Mint, we found nothing but Gold Coined, whereupon we do remember the Verses, which were made at their first Coining of Gold:

> Æra dabunt olim melius, nanc omen in Auro est: Victag; concessit prisca Moneta nobis.

Such is the quality of fine Gold (by reason of the equal proportion of the four Ele- The quality ments therein, that none is predominant over the other) that the fire doth not confume it, being also hot and dry of nature, neither is it subject to any other Element; for there is no rust or scurf that doth diminish the goodness, or that wasteth the sub-stance. It doth abide the fretting and liquors of Salt and Vinegar without damage, which weareth any other thing: It needs no fire to be made Gold, as other metals do. for it is Gold so soon as it is found; it draweth without Wooll, as it were Wooll: It is eafily spred in leaves of marvellous thinness; you may adorn or gild any other metal with it; it is not inserior for making of any Vessels; it colour it resembles the Celestial Bodies; it defileth not the thing it toucheth, as Silver and other metals; it is not stinking in smell; the spirit of it can by art be extracted, and the body (being as red Earth) can never be molten, without the spirit be again added thereunto, as it

tween natural and artificial Gold.

Difference be- were infufing life: And laftly, it is medicinable, and maketh glad the Heart of Mart. which artificial Gold doth not, neither is it corrosive as this Gold is, so that a scratch

of it will hardly be healed.

But for our purpose of Moneys (being soft, and only hardned by the air, deaf in found, and ponderous in weight) it requireth to make Crown Gold fit for Moneys and works to have some allay of Silver and Copper mixt, which is 1 part: Howbeit, that Moneys are also made of fine Gold, wherein (for observations sake) we ascribe half a grain of Allay in 24 Carrats. It hath also, by reason of his hot and dry quality, a property, that filling a Cup of Wine to the brim, yet you may put 10 or 15 pieces of Gold Coined into it, by little and little, without spilling, as it were apprehending, and clasping the liquid quality of the Wine.

It is held for certain, that the Salamanders Wooll, and Alumen Plumosum are not

subject to Fire, yet are they subject to corruption.

Soda bariglia or Maffacote.

Archimedes's

Sixteen pound

of Silver did fpill thirty

and fix, and

but twenty, and the Crown

and 4 li. of

Volum for

Gold, Silver,

and Copper.

Gold.

fixteen of

Trial.

The stuff called Soda bariglia, or Massacote whereof glasses are made (which stuff is burnt of certain Sea weeds, as we know, and daily may fee in the Glass-houses) is not subject to Fire, but altogether to the Air: But Gold is permanent. Here now arises a question, How it was possible that Archimedes Geometrical Trial (so much celebrated by antiquity) can be fure seeing Gold hath that attractive power to retain so many pieces of it in a Cup of Wine? For the King of Egypt, being deceived of his Goldfmith in the making of two Diadems, or Crowns of Gold (whereof the one contained much Silver) was defirous to know the falshood without breaking of them: Whereupon Archimedes caused two Vessels to be made of one equal bigness, with receivers under them, and caused them to be filled brim-full with water, and therein he did put these two Crowns asunders and gathered up the water very circumspectly, whereof one of the Vessels did spill more than the other; according unto which, by Arithmerical Proportion grounded upon the Geometrical observation, he found out the diffe-Gold did spill rence between the quantity and weight of the two waters, and consequently how much Silver there was put in, in one of the Crowns, in the lieu of Gold, which if they had been both falfified, he could never have found it: For the difference came to be twenty and had been both faithed, he could hever have to him four, foit was known by the bulk or bigness, which caused the more spilling, and the matter is vifible in some measure. For I have observed by my Instrument made for proportions, That the difference in bulk between Gold and Silver, is as five to nine, and between Proportion of Silver and Copper, as eleven to thirteen; that the body of Copper is bigger than Silver, Lead to Silver, as from fifteen to fourteen. Tin is lighter than Silver, and doth differ from it as nine to thirteen, and from the Gold as seven to eighteen. Iron differs from Silver as four to three, and from the Gold as fix to nine, the body of Gold is leffer. Quick-filver cometh neerer, and differeth as three to four.

But to refolve the question, we must note the diversity of the intentions which were meer contraries; for the one had an intention to spill, and the other to keep it from fpilling, whereas also between the operation of Wine and Water, there may be a

difference in this Trial.

Thus much concerning the nature and quality of fine Gold, whereunto Lead comes neerest for ponderosity of weight, bignes of Volum, and deafness of sound.

as fittest for projection.

The quality of Silver.

The nature and quality of Silver, is like unto the Moon, that is, cold and moist; the Sulphur of it white and corrupt, and falling away, as you may fee by drawing lines upon a Paper. Between the Planets Sol and Luna you have Venus the Planet of Copper, to allay the fame, although Mercury be between them, which being fixed, joineth with any metal. Copper doth harden the Silver, and yet as the weaker of the two, is foonest corrupted and consumed: For it is in metals according to the Proverb, The weakest goeth to the wall, and the Allay of Copper is done for the preservation of Silver. The first Moneys, or the Sicles of the Hebrews was pure Silver, weighing half an Ounce, which was delivered by weight, and cannot properly be called Money, for there was no print upon it: And being allayed with Copper it hath a fmell, for the Sulphur and Antimony of Copper (being red and corrupt) bath a strong

Sicle is half an Ounce of Silver. The quality

of Copper.

fmell, which may (by heating it) be fooner differented by rubbing: and howfoever there are many Blaunchers for Copper, the best of them all in rime will appear in his colour, being not throughly fixed. The nature of Copper is also cold and moift, and being commixed and augmented with the Calamine Stone and Lead, maketh the yellow Brafs, and encreafeth the Volume from Eleven to Fifteen, where- Yellow Braft. as, (as we have faid before) between Silver and Copper, it is but Eleven to Thirteen, which causeth the Counterseiters to be encouraged, notwithstanding the smell, and reducis of the colour: therefore in the Allay of Crown Gold, the Mint-masters in France and England do take half Silver and half Copper, which maketh the higher colour of Gold; but in the Low-countreys and Germany they take three parts Silver and one part Copper, which maketh the difference between the colour of their Crown and ours, and is the reason that our Gold will sooner wear away than theirs.

We have already declared the true derivation of Moneys, called by the Romans Pecunia, of Pecus pecudis, not Pecus pecoris; for they coining first Copper Moneys, and as it should seem the wealth of Man confisting most in Cattel (as in the time of Fob) caused Oxen, Sheep, and the like Cattel, to be stamped upon their Coins of meer Copper, whereof their Exchequer was called Erarium, being then in greater estimation: For the proportion or value, in the time of Numa Pumpilius, was ten of Proportion Copper to one of Silver, and ten of Silver to one of Gold; which now by the a- which was bebundance of Copper is much altered, notwithstanding the Copper Money's used in tween save all Countreys in some reasonable measure. But in Spain, being as it were unto us the Fountain of Silver and Gold, there it is used immoderately; for they have to copper momany Millions of Copper Moneys in four and eight Malvedies, and otherwise, and in neys of Spain Portugal of Ventenis, Patacois of fo many Reas, that the half Ryal (which is our three pence) is only of Silver, and all Moneys under it are meer Copper, without any mixture of Silver. This quantity is almost incredible; for it is not many years fince, during the Reign of *Philip* the third, that certain Italians finding fault that his Oflavo's and Quartillo's were too big, gave the King fix Millions of Ducats, to coin them at half the weight within a time limited, and as many as they could utter within that time. Necessitas non habet Legem is true in some respects.

The Venetians also coin meer Copper Money: they have Sessini, which are va- copper molued at two Quatrini, and three Quatrini are one half-penny sterling; for fix Qua-neys of the triniare one penny. Bagatini they have also, whereof four make one Quatrini, and 24 Bagatini make one Penny Sterling by calculation.

In France they have Mailles, Petit Deniers, Deniers, Doubles, and Liarts, and in Of France. times past most of these had some Silver in them; but upon due consideration that it was so much Silver wasted, (because the charge of refining did surmount the value, and that these moneys did serve for the commutation of petty things and trisles) they have saved that Silver. The like they have done of all the small moneys in Germany; but they cause them to be Alkimed like Silver, which is done with Tin and Sal Armoniack, after they are Coined; which holdeth fairer a long time than the moneys of Silver allayed with much Copper, being in a manner incorporated with the Copper, and taketh away the finell of it. Such are their Hellers, Albs, Hallincke, and the like small Copper moneys.

In the Low-Countreys they have Duyts, Mites, Negemanckens, Ortkens, whereof four make a Stiver, and five Stivers make Six-pence, which we may well call a Sti. Of the Low-ver for a Penny Sterling; eight Negemanckens, and 24 Mites for one Penny also. In some places, as in Flanders, the Mite is called Corte; and in the Walloon Country Engeuni, and in other places Point, Pite, Poot, being all subdivisions of Obelus, or the Half-penny.

In Bohemia, Poland, Sweden, Denmark, East-land, and many other Kingdoms and Ofmanyother States, they have meer Copper-moneys, tedious to describe; likewise in Italy in Kingdoms & States Gotheir feveral Principalities and Dukedoms.

vernment.

In Scotland they have Turnoners, and Pence and half-pence, in their names, and

Of Ireland.

much base money of Achisons, Plackx, Babyes, Nonsuits, and the like. In Ireland they had, in Queen Elizabeth her time, Half-pence and Pence of Copper, which are most of them lost and consumed.

Farthing To-kens in Eng-land.

The necessity of these small moneys did appear here with us in England, where every Chandler, Tapsler, Vintner, and others, made Tokens of Lead and Brass, for Half pence; and at *Briffol*, by the late Queens authority, were made of Copper, with a Ship on the one fide, and C.B. on the other, fignifying Civitas Briftel. These went currant (for small things) at Briftol and ten miles about. Hereupon it pleased our Sovereign Lord the King to approve of the making of a competent quantity of Farthing Tokens, to abolish the said Leaden Tokens made in derogation of the King's Prerogative Royal, which Farthing Tokens being made by Engines of meer Copper, in the year 1613, with certain cautions and limitations) have on the one fide two Scepters croffing under one Diadem, in remembrance of the Union Letween England and Scotland; and on the other side the Harp for Ireland, with the description, Jacobus D. G. Magnæ Brit. Fra. & Hiber. Rex. And the said Farthing Tokens have not only been found very commodious and necessary for petty commutations, but also to be a great relief of the poor, and means to encrease Charity, without which many of them had perished; every man having means to give Alms, even the mechanical Poor to the indigent Poor. Silver Monies.

To come to the Coins of Silver, we have also noted that the Romans made but moneys of Silver the 484th year after the Foundation of Rome, which was in the 3695th from the beginning of the World, being now about 1900 years fince; and by fome Coins and Models extant, the goodness of it was sterling Silver, being above 11 Ounces fine, fince which time many are the Standards of Silver-moneys made in divers Countreys according to occasions, both in time of Peace and War, as you may find in the following Chapters, where we have reduced them from the mark-weight unto the Pound-weight Troy of 12 Ounces. And concerning the mo-

neys of England, of the sterling Standard, more followeth hereafter.

Gold Monies.

The moneys of Gold were but made when the Romans had taken great Wealth from all Nations, and was 62 years after their beginning of the making of Silver moneys, and they were of fine Gold. Since which time also there have been many Standards made of Gold, and that from about 24 Carrats fine, until Seven Carrats, Gc.

CHAP. VI.

Of the Officers of Mints.

Here are divers Officers in all Mints; the principal Officer is the Warden of the Mint; the next is the Mint-master; the one to look to the making of moneys compleat, according to the Standards; and the other with his Workmen (called Moniers) to make them. Then there is the Controller, to keep the Contre-books for the Prince and State, to see the Bullion received, and the Assays made thereof, and the compleat moneys returned for the same, weight for weight, paying Coinage money for the same, which is done by the Warden, by the faid moneys in specie, as they were Coined at the first. There are commonly two Aslay-masters, one Graver and his Deputy; one that keepeth the Irons, to deliver them to the Moniers, or the Provost or chief of them, to fee them every 11 ght returned again; then the Sincker, Smith, Porter, and the like in their places; all these have Wages for themselves, or allowances yearly from the Prince or State. The Mint-masters and the Moniers are payed for every

Pound-weight they make, whereof 30 to weight they call a Journey. The Tellers The Sheir-Book of mo-Office is but used in England, which the Wardens Deputies execute in other Countreys, to keep a Sheir Book of the pieces contained in the Mark or Pound weight, although the money be delivered by weight, and not by tale. For although there be, suppose eight or ten pieces over in 100 to by tale, it doth encourage the bringer in of Bullion; for the exact fizing is not fo much to be regarded upon the total in quantity, as upon the equality of weight in Pieces; for it happeneth semetimes that one Shilling will weigh one Farthing or half-penny more in value by the weight than another; whereby moneys are culled out and transported, and the light pieces The cause of remain among his Majesties Subjects. Gold-smiths also wanting Bullion, must melt culling of mer. fuch moneys down to make Plate of.

The Bullion which is brought in, or forreign Coin either, is always locked up in great Chests or inclosed places, under three Keys, namely the Warden's, the Mint-matter's, and the Controller's, at the days of receits, which are observed in the Tower of London, Saturdays and Mondays, and then the Officers have their dyet in the place, the one half at the King's charges, and the other half at the Mint-mafter's charges, who is called by fome Master-worker of the Kings moneys, or Magister Operarius; and between the Warden and him there is commonly cinulation and necessary discord, like unto that which Cato used amongst the Servants of his I amily, which he did compare to the stones of a Vault, which by striving do uphold the Building, and

made him to be more quiet and regarded.

Suppose now that we are come to the Mint, to see moneys made of our Ingots of Gold and Silver, and one of the Affay-masters cometh unto me, and faith, Sir, I have read that all things are governed by Number, Weight and Measure: what say you to fineness of Gold and Silver? I do ask him first, what he taketh fineness to be? He doth answer me, That it is a mystery, and that the study of it is as intricate as the Translubstantiation of the Papists Sacrament, as you may perceive, saith he, by the Controversie between the Warden of the Mint and the Mint-master, concerning the Standards of the sterling moneys of Silver, and the base moneys lately made for the Realm of Ireland; which is grounded upon the fineness of the Bullion reported by trial of the subtle Assay. Whereunto I do reply, That plain things may be made in-Finencis of tricate; for fineness of Gold and Silver is properly fine Gold and Silver, and this is Silver what it is. known by weight, which I do thus demonstrate in the Silver for both. Posito, That this piece of Silver is fine Silver, without any mixture of Allay, and weighs one & of 12 Ounces Troy; I hope you will call this to be 12 Ounces fine, because it weigheth 12 Ounces, which is the Pound weight and fineness also: now take away one Ounce of this fine Silver, and put so much Copper unto it to melt them down, as maketh up the faid Pound again twelve Ounces in weight, you (knowing that there was but 11 Ounces of fine Silver remaining) will make no difficulty to affirm that this is 11 Ounces fine Silver, and one Ounce of Copper in the Pound-weight, and put the same to the trial of your subtil Assay, and you shall find it so: is there any mystery in this? And he faith No, as I did propound it; and so is it if there be more or less Allay in the Pound-weight accordingly; for the Pound-weight doth proportionate the whole mass, Ingot or lump of Bullion, call it what you will, as in the next Chapter of Affays shall be made more apparent. But (faith he) this doth not clear in my understanding the business which is in controversie between the Warden and the Master-worker: for the Copple or Teast doth drink in some two penny weight of Sil- Drinking in ver with the Lead, and so there is so much hid from report; for the Bullion is that of the Test which maketh the moneys, and not the Silver of the Assay: so that the said Silver is or Copple. finer in every weight two penny weight, in value six pence half-penny and the 12th part of an half-penny; which is the cause that the Master-workman (being subtil and cunning) doth put into the melting pot two penny weight of Copper in every Two penny pound, whereby he gaineth the weight of fo much sterling Silver. Now this gain is weight of the King's, for with his Highness money this Bullion is bought of the Subjects. And Copper put in the Comtherefore the Warden doth charge the Mint-master's account with two penny weight mixture.

Accountchar- of Silver in every Pound-weight, and alloweth the fame unto the King; for the Mintpenny weight very pound weight. Melting book Indentures. Bafe moneys

master is to account by the Melting-book, where this Allay of Copper is entred accorof Silver in e- ding to the Indentures between the King and him. And so in the base moneys made for Ireland, whereof one of Silver maketh four of that moneys, he is charged in account eight penny-weight of Silver for every Pound of Silver Bullion: for the commixture of two Ounces 18 Penny-weight of Silver, and nine Ounces two Pennyweight of Copper, is found to answer that Standard of three Ounces fine, · And so is eight penny weight of Copper, is found to answer that standard of three others line. And to weight in the doth eleven Ounces of Silver and one Ounce of Allay answer the sterling Standard. Pound of the For there is great confideration to be had in the calculation of the Silver Bullion to Silver Bullion, the fire, and from the fire: for eleven Ounces from the fire is fet down for Standard, ling and Irish to passaccording to the indented trial-piece made by the sworn Officers or Refiners, From the fire, and Affay-mafters thereunto heretofore appointed, whereof my felf was one; which Indented trial indented piece we have commixed accordingly of fine Silver, refined upon a dry Teast, Pieces of Sil- and good Copper or Allay; and the fame we have divided into 3 parts, one part to remain in the Kin'gs Treasure at Westminster, another part with the Warden of the Commixture. Mint, and the third part with the Mint-master, to make the moneys thereby, and all these things are done very orderly. There is no reason that the Mint-masser should pocket up this benefit, which cometh almost to ten thousand Pounds, and would have been much more if it had not been spied out in time for the King's service. he concluded his speech with an affirmation, That he could take the said two penny weight of Silver out of the Copple, which had drank up the same, or within a little less of it: Whereunto I made him such an Answer as I had oftentimes understood of the Mint-mafter, and partly of mine own knowledge concerning Affays, which I had observed and known above 40 years, my Father also having been a Mint-master; and I told him that all his Allegations as abovefaid should and could be very well answered: for albeit that he had alledged many things concerning the state of the matter in question, I would (according to the course of the Common Law) joyn issue upon one peremptory point, to be tried by all understanding men. To which end I told him, That in Germany and the Low-countreys there were certain Officers called the Generals of Mints, which did determine such and the like questions and controversies arifing between the Wardens and the Mint-mafters, which were men of great knowledge and experience in Mint-affairs, and had from the Prince large stipends given them for to attend these Mint businesses when the trials of Pixes, or of the Boxes are made, and the Mint-masters make their accounts with the Prince. Hereupon the said Affay-master (according to his courteous behaviour) was very well pleased to hear me. as he faid, in favour of Justice and Truth. And so I began to answer gradatim and articularly as followeth.

Generals of the Mints beyond the Seas.

Drniking up of the Copple admitted.

Two pennyweight of Copper ac-knowledged to be put in.

Waste of copper countervails the copper put in. Unequal pro-

First, Concerning the drinking up of the Copple; albeit that it appeareth unto me (by certain testimonials made beyond the Seas, by Generals, Wardens, Mint-masters and Aslay-masters) that if a Copple or Teast be well made it drinketh not up any Silver at all; yet I will admit that it doth so, because you are so consident that you can

take it out of the Copple, or the most part of it, and so I will proceed.

Secondly, I do acknowledge that there is two Penny-weight of Copper put into the melting pot, as you fay, for it is commixed at iwenty Penny-weight, which is a full Ounce, where the Standard requireth but 18 Penny-weight; but this is done to countervail the waste of Copper, which cometh by the melting of Bullion, re-melting of the Brocage and Scizil, and by working, hammering, often nealing and blanching of the moneys, whereby the moneys grow better in fineness than they were at the first melting, because so much and more Copper doth waste; and can it waste less than ten Ounces in 100 weight? No surely; which is the cause that the red book in the Exchequer for Mint-affairs admitted this two penny-weight for Waste, which is but ten Ounces in the hundred. And to fay that this two penny-weight of Silver is the cause that the Mint-master putteth in two penny-weight of Copper, it carrieth not any proportion to put one for one, when the mixture of the Standard is eleven for one. But you reply unto me, That the Mint-master is to bear all Wastes, and therefore must answer the same, and be charged in account for it. I answer, That the Accounts of all Mints are made only upon the fineness of moneys by their weights, and that it was never otherwise used in England until this day; and if the Warden will bring a new manner of account than ever hath been taken according to the Lie- All accounts ger-book of the Mint, and the Controllers Book, then the Mint-master is to be charged on the Fine with every thing in his proper nature, Silver for Silver, and Copper for Copper; o- matter only. therwise it were better for him not to put in any Copper, than to be made to answer Silver for it. But the Mint-master must hold as well his Allay as his fine Silver, according to the Statute 2. H. 6. cap. 2. and in doing otherwise, by not putting in of this Allay to be two Penny-weight of Copper, the moneys would be too fine, and the Master might kept. incur fine and ransom. Therefore all Mint-masters do work according to their remedies, and they do bear all Wastes incident and casual, as if some Ingots were falsified with Copper within, as hath been found at the Mint, the Mint-master must bear Hazard of the adventure of it; for Princes will be at a certainty. Which is the cause that the Mint-masters. Mint-masters may commix at their pleasure thus far, as the 16th Article of the Indenture declareth, That every Pound-weight Troy shall be in such fort commixed and The Indenture declareth. melted down, that at the casting out of the same into Ingots, it shall be and hold II Reg. xliij. Ounces two penny-weight of fine Silver, and 18 penny-weight of Allay, every &containing 12 Ounces, every Ounce 20 penny-weight, and every penny-weight 24 grains, according to the computation of the B. weight Troy of England, which II Ounces 2 Penny-weight of fine Silver, and 18 Penny-weight of Allay in the & weight Troy aforesaid, is the old right Standard of the moneys of Silver of England: and (that the The old right commixture of the Mint-master hath been done accordingly, so that it was found so at dard. the casting out) you best know what made the Assays thereof from time to time. As for your Melting-book where the Allay is entred, if you will charge the Mint-master thereby, let it be done distinctly for Silver or Copper, or Allay in his proper nature, as is faid before, and then the Controversie is ended. Now let us come to the Standard of the base moneys made for Ireland; I am sure there is not two Penny-weight of copper put in, as in the Sterling Standard; but there is two Penny-weight of Silver by computation taken out, in every quarter of a pound of Silver, which as you fay is 8 Silver taken Penny-weight of Silver in the & weight, why should the Mint-masters Account be on otthe Stancharged with this, where Silver by the division of the proportion is taken out, and two dard of base Ounces 18 penny-weight are taken for three Ounces from the fire, as the Indenture moneys. declareth? Shall a Mint-master commix and melt by prescription, or suffer other men to melt it for him, and yet be made to answer for the fineness of moneys according to an indented trial-piece made of refined fine Silver (as you fay) and receive neither filver answerable in fineness, nor the quantity which he ought to have allowed him according to the Standard? I am fure that in the making of these moneys there hath been above 40 Ounces of Copper wasted in 100 weight of the moneys made thereof, Great waste whereby the Bullion is grown finer, that is to fay, these 40 Ounces of Copper being of Copper. wasted, have left the Silver behind, wherewith they were commixt at the first, and fo is the faid whole mass or Bullion so much finer and richer in the proportion, which Arithmetical distribution doth demonstrate unto me, and in this Ingot of course Sil- Demonstrativer may prove it unto you; let us suppose it weigheth 16 & and containeth 4 & cal. of Silver and 12 th. of Copper, and so may we say it is the fourth part Silver; if this Ingot now should be made to decrease or diminish 4 th. of Copper, and so it should weighbut 12 ft. and therein still contain all the 4 ft. in Silver; may we not justly call this to be richer, and say it is one third part of Silver? and yet there is no more Silver than before; and this we call grown in fineness by the decrease of the mass or proportion; and so two Ounces 18 Penny-weight of Silver, commixed with 9 Oun-How Silver ces two Penny-weight of Copper made into moneys, becomes to be 3 Ounces fine, by in fineness. the melting of the Bullion, remelting of Brocage and Scizil, and by the working, hammering, often nealing and blanching, which always in base moneys is very great, as experience hath proved; call you this pocketing up of almost 10000 pounds? Well, I am content to joyn my iffue hereupon, and to prove that the Mint-mafter hath not

About 9000 Pounds.

pocketed up any benefit or gain at all by this fineness of Silver hid and unreported in the Bullion, but that he hath been a lofer of fo much as hath been taken from him, by making him to answer Silver for Copper. The commixture of these two Standards are contraries, and contraries to work all one effect is strange unto me. With that he desired me to go with him to the Affay-house, to see the Affays made of our Silver and Gold, and there to end our discourse, whereof he seemed unto me to be very desirous.

CAAP. VII.

Of the Assays of Bullion and Monies.

Oming to the Aslay-house, there we found divers Gentlemen desirous to fee the manner of making of Affays of Gold and Silver, as also divers Goldsmiths which brought some Ingots of Gold, but no Silver at all: and here we were all courteously welcome, and our discourse was interrupted, and the Affay-mafter defired me to have patience until his bufiness were ended with the Goldsmiths, and so he would make the Assays of our Silver first, and then come to the making of our Gold Assay, which he would first teast before he should put any proportion of it to the trial of Strong-water. The little Furnaces were fired, and the Assay-master took four Copples or Teasts, which are made of Bone Ashes, and put them in the Furnace quater corner wise, with the bottoms upwards, and so let them remain almost an hour, until he had made an end with How to make the Goldsmiths Assays, to the end they should be throughly dry, to avoid the springing of the Silver; and then he did turn them upwards, and fo cutting off fome Silver of our Ingots on both sides, he did beat the same very thin with a Hammer, and weighing justly the quantity of fifteen Grains, he divided the same by even portion of weight into half, and thereunto he took five times fo much in thin purged Lead, and winding or involving the Silver therein, he did put the fame upon the feveral Copples, two to two, and upon the other two he did first put the Lead, and the Silver afterwards when the Lead was molten, making no great difference in this: then with Coles he did stop the Furnace indifferently, neither too hot nor too cold, until it began to drive, and then he made it hotter, and finding it to appear bright, he brought the Copples one after another to the mouth of the Furnace, there he let them smoke a little, holding them out and in before he took them out: then taking off this Silver, he weighed them one against another, and found them alike, whereby he knew his Affay was well made; and then he weighed them both together, and what they weighed less than before, was Copper wasted; and he reported our Silver to be eleven Ounces and four Penny-weight fine, by the true proportion of the pound weight, which is to be taken accordingly in the whole Ingot, weighing fome forty Pound weight; so that every Pound of it did contain eleven Ounces four Pennyweight of fine Silver, and fixteen Penny-weight of Copper, making together twelve Ounces for the Pound Troy weight; and so is fineness known by weight, and is properly fine Silver as aforefaid. Hercupon I did ask him, whether the Copple had drank up some little quantity of Silver, which might amount to two Penny-weight in the Pound weight of Sterling Silver, by the computation of Silver of several fineness? and he answered me, It had without all doubt. The other Silver Assay he reported to be but eleven Ounces fine.

To make the Affays of Gold.

the Affays of

Dilver.

After this, he took in like manner fifteen Grains of our Ingot of Gold, and putting the fame to the teast as aforesaid, to purge the Copper (which he did with a hotter fire) he beat the Gold with a Hammer, very thin, that he could wind it upon a little stick round, to make it go through the neck of the Glass, and to work the better: and herehercunto he took 20 Grains of very fine Silver in like manner, and put them all to-gether into the Vial or Glass, and hercupon he did pour some strong-water, and put the same upon Coles, and thereit did smoke and stand until it did smoke no more, and then it had wrought and separated the Silver from the Gold, which remained whole, and the Silver was turned into Water: then he did pour out that Water into another Glass with rain-water, which divided your Silver from the strong-water again, ver from and weighed the Gold again, reporting the same to be 23 Carrats sine, by the calculations-water. lation upon the ballance of his subtle Aslay; and then we went up to deliver our Silver and Gold to the Warden of the Mint, whereof entry was made in divers and feveral books of the Warden, Controller, Mint-maffer, and Allay-maffer; and the Mint-ma-fler did deliver Bills of the weight and fineness thereof under his hand to the Warden of the Mint, where we flayed to fee our Silver molten and cast into Ingots; for to be delivered to the Moniers, to their the fame by weight into small pieces for 12 pences and 6 pences; for it was allayed according to the sterling standard, and the Assay, called the start of the standard and the The Pot-affay. dard, whereupon we took our leave, and departed. And here also he affirmed unto me, That the Copple had drank in the like finall proportion of Silver. The next Week following I went to receive my fatisfaction in coined moneys, which were brought up to the Warden, and he perufed them, whether they were well coined without cracks or flaws, and as the Moniers brought them up in Trays, he took out some pieces not well made, and cut them afunder with a Sheir, and some pieces he weighed, and then took some other pieces, and put them through a hole into a Box kept under several Keys, and some pieces he delivered to the Assay-master to make trial of. And after I had received my mony by weight for weight of my Bullion, I went to the Affay man Affay of Moneys. fter, and faw him make an Affay of the faid moneys in like manner as the other, with five parts of Lead; and hereupon I took occasion to ask him, whether the last and fupreme Trial of the moneys (which was made commonly once a year before Pix. the Lords at the Star-chamber) was done in like manner? and he answered me, it was, and withal he defired me to resolve the question between the Warden and the Mint-master, concerning the two-penny weight of Silver, hid from report (as it is supposed) according to our former Conference? I told him, That according to the issue joined between him and me, That the Mint-master had not Pocketed up any fuch two penny weight of Silver (as his account was charged withal) I would make that plain by demonstration, which he faid was his defire; whereupon I framed my answer as followeth. I make no doubt (Sir) but you have marked my observations of the four several Four Assays

Affays made concerning Bullion and Money, namely the first of the Ingot, before of Bullion and melting, the fecond of the Pot-affay, after melting, the third of the moneys compleat mony. made thereof, and the fourth of the supream trial of moneys at the Star-cliamber, as it were before the King and his Council; all which being done in manner alike, you have from time to time told me, that their operation or effect was also alike: for trial of the Ingot, there the Copple had drunk in two penny weight of Silver: for the Pot-affry, there two penny weight was drank in also; the Assay made of the compleat money hath drank in the like two penny weight: and lastly the highest trial of all hath drank in the like two penny weight of Silver; how can it then be Pocketed up by the Mintmaster, when it was in the Bullion, remaining in the Pot, found in the moneys, and confirmed to be so by the supreamest trial? and why should the Mint-masters Account be charged either with an imaginary or substantial thing, which he never had or enjoyed? To this the Aslay-master answering rather by signs than words, faid, it was otherwise taken and underflood, and himself took now better notice of it, and A tacit reso-

let, prævaluit, & prævalebit; and so ended our supposed discourse. Now let us come to the mysteries of the Mints beyond the Seas, to recompence them that might take offence at discussing the premisses; and let us be like Nathaniel, in whom there was no guile, Qui vadit plane, vadit sane; howbeit discretion is requi-

wished that truth might prevail, according to the saying, Magna est veritas, præva-

Troy, for the Pound-weight, being in Grains 7680.

32 Grains beyond the Seas is more than 24 Grains with us.

mark, which is 8 Ounces Troy; and they take 20 Grains to make their Assays by, which is correspondent with our 15 Grains; for they divide their English or Penny-weight in 32 Asses or Grains, which from 24 to 32 dissereth one third part; so is 15 unto 20 also a third part. For this mark-weight of 8 Ounces is two sold, the one is called English weight, and the other French weight, in the Low-countreys. But the English weight is most used, which is divided into 8 Ounces, every Ounce English Mark. 20 English or Penny-weight, and every English 32 Grains, as aforesaid, is 5120 Grains to the mark. This mark and an half maketh within a little our 12 Ounces

The Assays beyond the Seas are most made according to the proportion of the

French Mark.

The French weight called Penny-weight is also 8 Ounces, every Ounce 24 Pennyweight, and every Penny-weight 24 Grains, is 6912 Grains for the 12 Ounces, or 4608 Grains for the 8 Ounces. These Grains are also divided in 24 Garobes or Primes, and the Primes in 24 Seconds, and the Seconds in 24 Tercies or Malloquen, which is superfluous: notwithstanding all the said weights and divisions to make Affay weight. Assays, they use another weight, which every man maketh according to his fancy; but most commonly they will divide the mark in 12 Deniers or Pence, and the Penny into 24 Grains, and then Grains subdivided of Paper, maketh \(\frac{1}{3}\) \(\frac{1}{3}\) and \(\frac{1}{3}\) part of a Grain, which concurreth nearest with our Assay-weight; for if one pound of Silver do contain : part Copper, they call this eleven Deniers fine, as we fay 11 Ounces fine.

Gold Mark.

Silver Mark.

For the Gold likewise they do use the same weight, accounting for every Denier or Penny-weight two Carrats; fo 24 Carrats for 12 Deniers or Ounces, and confequently 11 Deniers is 22 Carrats, &c. So the Gold mark is 24 Carrats, a Carrat is 12 Grains, fo 288 in the mark. So the Silver mark of 12 Deniers of 24 Grains, are 288 Grains also, which are bigger Grains, divided into four Primes or Siliqua's,

Mark Pound.

They use also a manner of speech, to say, Twelve shillings to the mark pound, every shilling twelve pence, and every penny 24 Grains, is 3456 Grains in the mark; all which is done to make the knowledge of these things intricate. , In like manner Sheir moneys. for the sheiring of the moneys, they will for every piece make a Penny, as if there be made 78 pieces out of a mark, they will say it holdeth six shillings and six pence in the sheir, or for 62 pieces five shillings two pence, and so obscure things to take advantage upon others. For the Mint-masters of the Low-countreys and Germany are very experienced in Mint affairs, and the Affays being made upon the Grains, may deceive much, if by trial the Calculation be not rightly made. And if the faid Mint-masters were not subtil, yet the Generals, which follow the Prince or State, do nothing else but study these things always; therefore let us observe more particulars of their proceedings, as followeth.

In the making of Coins of Gold and Silver, they will use many times to make pie-

ces of fine Gold and courfer Gold, as the Imperial Royal, and the half Royal; the one 23 Carrats 3 & Grains, and the other but 18 Carrats, or the Flanders Crown of 22 Carrats. In Germany the Ducat and the Golden Guildern, which for works being mixed are serviceable, admitting by connivance the melting of the money, rather than for want of it Bullion should not be brought to their Mints, therefore they also take little for the Coinage, because it should sooner come unto them than unto other Minters, where the Coinage and Seigniorage is great. And albeit the fame be but small, yet will they find means to make other Princes pay the same, and cause other moneys to be made for transportation, especially for the East-Countreys, to buy Corn, to bring the same to their Magazines, whereby Trade is encreased, and Spain and Portugal supplieth the same, by suffering moneys to be also transported in the return of Corn, whereby Customs do also augment. The Box for moneys is kept under three several Keys or Locks, by the Warden, Mint-master, and Comptroller; wherein the Warden taketh of every journey of work, one, two, or more pieces, according to his instruction, to make the last trial by before the Lords or Estates. The Mint-

Moneys made for transportation.

Mint-mailers have fomeremedies allowed them for the making of Monies, either for Remedies for Leing too feeble and under the Standard, or for being better and above the Stan-Mint-maffeesdard. And hercupon they always work by commixing it accordingly, whereof they have an absolute power, wherewith neither the Warden nor the Comptroller are to meddle; For Princes and States will not be upon uncertainties with the Mutt-matter, for he must bear all casualties upon their remedies; with certain cautions, That it it be above the faid remedies, and feebler one half penny weight, he spays double; and for the double of that, quadruple; and if it be above that; he is tubject over and above to punishment.

When the tryal of the Box is made, if there be quantity of Coyn to avoid the multiplicity of affays, motion is made to the Master, whether by one mark indifferently taken of every species of Coyn, he will be concluded for the whole quantity of the work, whereunto condescending, the marks are weighed out accordingly, and the pieces are told, and the assay is thereupon made, and the total work is reported. Monies. to be accordingly. The like is done in England, observing the work by the privy mark of the Rose, Mallet, Cross or any other, which is recorded in the Exchequer

upon the faid trials of the Pixes.

The Aslay-masters receiving Bullion of ten or eleven Ounces fine, make their assays with five parts of Lead, if it be of fix or seven Ounces they will take eight Lead for parts of Lead, if 3 or 4 Ounces, then 15 parts of Lead, and if under they will take Affays. 20 parts of Lead: But this lead is first to be purged, because all lead holdeth some little Silver and Gold as hath been noted. So for Gold (if need be) more strong-water

may be added, which may ferve once again for Trial.

Their strong-water called Aquafortis, is made two parts calcined Vitriol, one part Aqua Fortis. Salniter, and half a part of Allom calcined and distilled as the manner is: But for Gold they use Aqua Regis, which hath the same proportion as above said, but there Aqua Regis. is one fourth of a part of Salt Armoniack added thereunto; and upon their trials they use to report halfa Grain for the Masters benefit, which must needs be a Grain where fractions are not used in cipher, especially with us, for there is for Silver nothing reported above twelve Grains, which is the half penny weight, which is done to have the accounts clearer; and withal, there is no Bullion received in the Mint under o Ounces fine, whereas beyond the Seas (though it be never fo base) it is received, and Base Bullion. the rules of calculation are easte and brief; which to avoid prolixity I do here omit.

In the Melting of Gold, observe to melt the same first before you put your Silver Observations allay unto it, and let the finest Gold lye upwards in the Crubcile or Pot, to have less for melting of waste and better mixing, for the finest Gold is heaviest and seeketh the Center; let Gold. no wind come to your melting Pot or Crucible for fear of breaking, and take fine Silver for your allay, wherein there is neither Lead, nor Brass, or Laten, which maketh your Gold brittle, and bringeth a loss to make the same malliable, albeit to make it tough is no charge. For take but an old Shoe, and cut the same into small pieces, and put the same into your Crucible, and stop it up with a cover, let it stand upon the sire, and it taketh away the eagerness of Brass: Even as a hot brown loaf of bread cut afunder and clapt over the bom-hole of Hogshead of Wine (tasling of the cask) will cure the same of his fowl taste.

Gold-smiths are appointed to work Gold of 22 Carrats fine, but by the tryal is made Trial of the by the touch-stone only, with an observation of the rubbing-strokes upon it to be alike and of the same strength, which is worthy the observation, for otherwise you can give no true judgment. There is also an easie scaling of Gold to be made to fall

from the Silver, as it was laid on by the means of Quickfilver:

To take the figure or Print of a piece of Coin, take Lampblack and Vernice, fuch To take the as the Painters use; annoint the Coin with it, put your paper on Lead and print thereon.

To refine Gold with Cementation without Strong-water, which is costly. Ake eight pound of Flanders Tiles, three Mark Copperas, 1 + Mark, Allom of a Mark of Salt, and two Ounces Saltpeter; all being mingled and calcined together, take a great Crucible, put this Cement one finger thick in the bottom, then

The Coin remaineth with the print whole.

lay fome of your Gold beaten thin (or if it be golden coin) upon it, and then of your Cement again upon that, and thereupon Gold again, which the Alchymists call Stratum fuper stratum, and cover-your Crucible with 1 iles leaving a little hole: Then begin Lento igne, and afterwards with a great Fire let it stand four, five, or, more hours, and all the Allay will be in the Cement; to take the Silver out of the Cement, take four Marks Cement, and three Mark Potters Lead; two Mark of Tiles, four Ounces of Dode cum, four Ounces Saltpeter, and do as before: Or else you may take out the Silver by Quicksilver, as I have declared in the former Chapters.

Blanching of Silver.

To colour Silver. To blaunch Silver in a Basin of Red Copper, which must be done before it be Coyned; take four Gallons of Rain-water; two Mark of Red Tartar or Argal, and one Mark Salt, cast your Plates (being red hot therein) and stir the same, as you did before in the dissolution, until you find the same white enough; and after it is Coyned then you must colour it, putting the same into great trays, and with water sprinkling them until they be moist, but not wet; then put the colour upon it, tossing and tumbling them, and being put into a Melting Pot, let them be red hot, and then cast them into water. To make this colour; take to twenty pound weight of Mony, three Ounces of Salt Armoniack, two Ounces Saltpeter, half an Ounce Verdegreis, and half an Ounce Copperas, calcine them together for that purpose, &c.

Refining by a great Tealt.

To conclude with the refining of Silver with a great Teast, which must be red hot'two or three hours, trying the same with Lead if it do not spring, the Teast must be for double the quantity of your course Silver, and accordingly you are to take more or less Lead: To drive out three & of Copper is 24 & Lead requisite, but is not to be put all at once; then blow until the same do drive off and the Silver remaineth, which take out suddenly, &c.

CHAP. VIII.

Of the weight and fineness of Monies and their several Standards.

T is now twenty years compleat fince Thomas Lord Knywet, Sir. Richard Martin, and divers other Knights and Aldermen of the City of London, and Mr. John Williams his Majesties Goldsmith, and my self were in Commission, to consider of the Mint affairs of the Tower of London, and of the causes of the transportation of the Monies of the Realm, and of convenient remedies to prevent the fame. The causes were observed to be six, whereof the weight was the first; next the fineness of our Standard; then the Valuation of Monies, and therein the proportion between Gold and Silver; fourthly the abuse of Exchange for Monies by Bills, wherein all the former were included: For we all did fet down, that the difference of weight, fineness, Valuation, and disproportion aforesaid, were not of themselves true causes of Exportation, if there were betwixt Countries and Country a due course holden in the Exchange of Mony; but that due course not being observed, then they might accidentally be causes. And this course was the cause of the overballancing. of rorreign Commodities, increased by the immoderate use of them, and neglect to fet the people on work; so that the remedy was wholly found to confist in reforming the abuse of Exchange, whereof I have handled at large in the third part of this book for Exchanges.

Hereupon conferring the pound weight Troy of 12 Ounces with the mark weight of eight Ounces, admitting one mark and a half for the faid pound, we found, with

France

According to our certificate France full three Penny weight, ours to be heavier, and the Low-Countries and Germany 2.5 Penny weight or thereabouts, with Scotland four Penny weight and nine

Grains, and always heavier than any other.

This agreeth with an instruction declared in an old Book concerning Mint-matters in the time of King Edward 3, where it is demanded, what benefit it would be to the King and Realm, if the Troy weight of this Realm, and the Troy weight of Over heavi-France, Flanders, Spain and Almayne, and of other Realms and Countries were of e- weight Troy. qual weight and fize? for as much as other Countries keep one fize and weight, whereas the Troy weight of England is heavier in every eight ounces, by half a quarter of an ounce. It is answered, that the Merchant that brings in Bullion doth lose so much, and the Calculation is made what it was for every hundred weight both for Gold and Silver, and it followeth there. Wherefore this is one great cause that so little Bullion comes into the Realm, and therefore it pleased the King to devise some weight that should be correspondent to the weight of other Realms, and call it by some other name than by the Troy weight.

And it is there thought meet, that (for information of Merchants and others) a Ka- A Mint Calenlendar should be made and published, to shew how much every pound weight, ounce, darand penny weight is worth, that the true valuation of Gold and Silver may be thereby perfectly known, whereby Merchants and other perfons should give honour and praise

to the King and his Council for Equity and Justice shewed in the Mint.

There hath been used from the beginning (in the Mint) both Troy and Tower Tower weight weight, each of them containing twelve ounces in the pound weight, faving that the Troy weight is heavier by fixteen penny weight upon the pound weight: By which Troy weight the Merchants bought their Gold and Silver abroad, and by the same did deliver to the Kings Mint, receiving in counterpeaze but Tower weight for Troy, which was the Princes Prerogative, gaining thereby full three quarters of an Ounce in the Exchange of each pound weight converted into Monies, besides the gain of Coinage, which did rife to a great Revenue, making of thirty pound weight Troys, 32 pound weight Towers; which is now out of use, and the Troy weight is only used, Subdivision of the pound containing twelve Ounces, every Ounce twenty penny weight, every penny weight weight Troy. twenty and four grains, and every grain twenty mites, every mite twenty and four droicts every droict twenty periods, every period twenty and four blanks, although superfluous (but in the division of the subtile assay) which in Scotland are all divided by twenty and four, from the denier whereof they reckon twenty and four to the pound Troy, fo twenty and four grains, Primes, Seconds, Thirds, and Fourths, all by twenty and four. And for the mark and pound weight of other Countries I do refer the Reader to the fourth Chapter of Weights and Measures of the first part of this Book.

Concerning the pound weight for fineness and allay, let us note that these two make properly the pound weight, as being distinguished therein. For if it be one pound of fine Silver, it weigheth 12 ounces, and it is likewise 12 ounces Fine: But if there be the pound two ounces of Copper, in that pound, then is there but 10 Ounces of Silver, and for Troy in called ten ounces fine, and so if there be ten ounces 16 penny weight of Silver; and so called in fineness, then is there one Ounce four penny weight in Copper; and so for all other fineness accordingly.

The like is for the Gold, whereof the said pound is divided into twelve Ounces, or twenty and four Carrats, being two Carrats for one ounce, and every Carrat is divid-

ed with us into four Grains, and fineness accordingly.

From this general weight of the pound, is derived the special weight of the piece General according to the Standard, wherein (after that the commixture is made for fineness) weight. the pieces must concur in value, and thereby is the special weight known of the piece, weight. whereby the Moniers cut their pieces, it being the direction for the sheir unto them, The Sheirs which pieces, they cut by their weight, delivered them accordingly: and herein they are to use good and exact sizing, to prevent the culling of Monies for the Transporter, or the Gold-smiths for melting them for to convert into Plate:

Concerning

Concerning the fineness of the Monies of other Countries, with their weight and number of pieces in the Mark of eight Ounces, (which I have reduced to the pound Troy of twelve Ounces,) I have here made a plain declaration as followeth, to instruct all Merchants and Goldsmiths therein, for the common good; observing What 36 Car- that some men (not over wise in Mint affairs) perceiving the Mark to be divided into 24 Carrats for Gold, and that one Mark and a half are taken to the pound of 12 Ounces, they have done the like for fineness, and (unadvisedly) termed Gold 36 Carrats fine, which is exorbitant of the general observation.

Touching the feveral Standards of Mony in other Countries (as you may fee by the contents of the faid Declaration, whereby a man shall many times receive Coins of above twenty Standards in one hundred pounds) it is the only fallacy in Exchange that can be, whereby no Merchant is able to know whether he have the true value of the fum to be paid him: But he is carried with the stream of valuation and toleration of Mony to go currant, as in the next Chapter shall be declared; and all men commonly have a regard to the great Monies used in every Country, making account that other smaller Monies have their true valuation thereafter.

Standards of forreign coin. As the *Philip* Dollers of ten Ounces fine, and $7\frac{2}{\sqrt{4}}$ pieces to the Mark. The *Holland* Dollars of nine Ounces fine, and $8\frac{1}{2}$ pieces in the Mark.

The Spanish Royal of 11 Ounces four penny weight, and nine pieces the Mark. The Gueldres and Frizeland Dollars of ten Ounces four penny weight, and 91 pieces.

The Shillings of Zeland of fix Ounces fine, and 38 pieces the Mark.

The Golden Royal of twenty and three Carrats 3 + Grains fine, and forty and fix pieces the Mark.

The French Crown of twenty and two Carrats fine, and seventy and two pieces in the Mark.

The Golden Ryder of the States of twenty and two Carrats, and twenty and four in the Mark.

The Albertins or Ducats of Albertus of twenty and three Carrats, 3 + Grains

Fine, and being seventy pieces in the Mark, or 35 double pieces.

And their daily new Coins which they make of feveral Standards which requireth a vigilant eye: But we have shunned industry and labour, which is the cause that, contrary to my first intention, I abbreviat some things.

A Declaration of the Covns of Gold, concerning their fineness, and number of pieces in the pound weight of 12 Ounces Troy, every Ounce containing 20 penny weight, and every penny weight 24 Grains in weight, and in fineness 24 Carrats, and every Carrat four Grains, calculated for the Forrein Coin upon the Mark weight of eight Ounces, every Ounce 20 English, and every English 32 Azes for the pound weight, and in sineness 24 Carrats, and every Carrat 12 Grains, unnecessary fractions omitted.

He Imperial Royal of Gold always accounted equal with the English Angel in fineness, and in weight but a little differing of twenty and three Carrats three Grains +, and fixty and nine pieces weighing twelve Ounces Troy.

The half Royal is but 18 Carrats in fineness, and 105 + pieces to the pound weight. The Carolus Guildern being 2 parts of it, but 14 Carrats fine, and 126 pieces.

The Rose noble of England twenty and three Carrats 3 ! Grains fine, and 46 ! pieces to the pound.

The double Royal of Austria of twenty and three Carrats, 3 + Grains fine, and 24? pieces to the pound.

The Nobles of Holland, Utrecht and Overysel twenty and three Carrats, three Grains, and forty and eight pieces.

The Gold Guildern of 18 Carrats, three Grains scarce in fineness, and 112 pieces. The half Noble or Hungary Ducat, twenty and three Carrats, 3 Grains fine, and 113 pieces.

The

The

The Bithops Ducat fine twenty and three Carrats 1 and a 105 pieces to the pound

The Ducats of Italy, Venice, Turky, and Rome twenty and three Carrats, three Grains, and 106 + pieces: Other Italian Ducats, and the Ducats of Guelders 20 and three Carrats, one Grain, and 106 + pieces.

The Angel of England of Queen Elizabeth twenty and three Carrats, 3 - Grains,

and seventy two pieces.

The Soveraign of the faid Queen, twenty and two Carrats fine, and fixty pieces to the pound.

The Old Soveraigns of more weight, 22 Carrats fine, and 543 pieces. The half Soveraign fine, but 20 Carrats, and 120 pieces to the pound.

The Angel with the O. is but 23 Carrats fine, and 72 scarce to the pound.

The Angelwith three Lions 22 Carrats fine, and 76 pieces to the pound weight. The half Noble, with the Lyons and the Noble of Bridges 23 Carrats and 88; pieces..

The Andrew Guilder fine 18 Carrats, three Grains, and one Grain, some.

pieces 108.

The Gulielmus Guilder fine eighteen Carrats, one Grain, and 108 pieces to the pound.

The Gold Guilder of the States 20 Carrats fine, and 120 3 pieces to the pound. The Golden Fleece or Toyson d'or 23 Carrats three Grains, \frac{1}{6} and 81 \frac{1}{6} pieces. The Philips Guildern fine 15 Carrats three Grains, and 111 pieces to the pound.

The Joannes Guildern fine fixteen Carrats, and 109 pieces to the pound.

The Nobles of Gaunt and Zealand 23 Carrats fine, and 54 pieces. The half Imperial Crown 22 Carrats, 1 - Grains, and 107 - pieces.

The Henricus Noble of England 23 Carrats 3 Grains, and 53 pieces.

The Old English Crown somewhat better than twenty two Carrats fine, and 100 - pieces.

The Henry Noble of France twenty two Carrats fine, and fifty one pieces to the

pound.

The half Henry Noble fine twenty two Carrats, 2 1 Grains, and 108 pieces to the pound.

The Floret Crown of France twenty three Carrats, 3 Grains, and 100 1 pieces. The Charles French Crown twenty three Carrats, 3 Grains fine, and 100 1 pieces.

The Floret of France standing 22 Carrats, and 100 1 pieces to the pound. The Old Golden Lyon of Flanders 23 Carrats, 3 Grains, and 79 pieces. The Ducat of Castile 23 Carrats, 3 Grains fine and 79 \frac{1}{4} pieces likewise.

The Spanish Ducat 23 Carrats, two Grains fine, and 105 pieces to the pound.

The Holland Ducat 23 Carrats, two Grains fine, and 105 pieces likewise.

The double Ducat of Zealand twenty three Carrats, ½ fine, and 52½ pieces to the pound.

The Ducats of Navarre, Majorca, and others twenty three Carrats, one Grain, and 52 1 pieces.

The Spanish Pistolets 22 Carrats fine, and 108 pieces to the pound.

The Milreys Ducat of Portugal twenty two Carrats, one Grain fine, and forty eight pieces to the pound.

Conterfiet Milreys is but twenty one Carrat fine, and likewise 48 pieces.

The Emanuel Ducat of Portugal twenty three Carrats, 3 Grains, and 105 pieces to the pound.

The Emanuel great Crusat of Portugal twenty three Carrats, three Grains, and 10 - pieces.

The Joannes great Crusat is but twenty two Carrats, three Grains fine, and $10\frac{1}{3}$

The Ducat, with the short Cross of Portugal twenty two Carrats, three Grains, and 103 pieces.

The Ducat, with the long Cross twenty two Carrats, one Grain Fine, and likewife 105 pieces.

The Ducat with the long Cross of Batenborgh nineteen Carrats Fine, and 105

pieces.

The Pistolets of Italy twenty two Carrats, and sometwenty one Carrat 2 + Grains. and 108 pieces.

The Flemish Rider twenty three Carrats, 3 Grains Fine, & 105 pieces to the pound. The Guilders and Vrisland Ryders, of the year 1583 Fine, twenty one Carrats. and 108 pieces.

The Ryder of Burgundy twenty three Carrats & Fine, and 105 pieces to the pound. The English Salut and the half, twenty three Carrats, 3 Grains, and 108 pieces. The Schuytken or Ship of Flanders twenty two Carrats, one Grain Fine, and

109 1 pieces.

The Ryder of Guilders 30f fourteen Carrats Fine, and 114 pieces to the pound. The Phillip Clincart.

The Ryder of Deventer, Campen, and Swoll twelve Carrats, three Grains, and 1 14 pieces.

David guil. Of Utrecht 16 Carrats Fine—— and 114 pieces to the pound weight. Of the Harp 15 Carrats Fine----

The Peter of Lovain of 17 - Carrats Fine, and likewise 114 pieces to the pound."

The Clemmer Guilder of 13 Carrats Fine and 114 pieces.

The Frederick of Beyeren Guilder fourteen Carrats Fine, and 117 pieces to the pound. The Arnaldus Guilder twelve Carrats Fine, and 138 pieces to the pound.

The Postulat of Bourbon 12 1 Carrats Fine, and 136 1 pieces to the pound.

Of Horn—— 10 Carrats— 9 Carrats 3 Grains Fine, and 156 pieces to Of Guiliers-9 Carrats Grains the pound. The Postulats & OfCleve-Of Fran. Friar----9 Carrats-Of the Dog & Cat 12 Carrats Fine, and 136 piece.

The nine Stivers pieces of Batenbourgh and Frize, seven Carrats, one Grain, and 176 pieces.

The Gulielmus Ducat of Batenbourgh twenty one Carrats, three Grains, and 52.

The other Ducat of Stephanus, but nineteen Carrats : Grains, and 52; pieces. The Ducat of Nimeghen with Stephen, 21 Carrats, one Grain and 52 - pieces. The New Ducats of St. Victor Pancratius, Vict. Batenbourgh, W. B. Margarete To-

ren. Petrus Rechem, George Rechem, twenty one Carrats, three Grains, and 106; pieces

The Ducats Victor H. B. --- 20 Carrats Fine Water Ducats and the -20½Carrats Fine Mary of Batenbourgh ___ | 20; Carrats Fine Ducat with the Checker- 20 Carrats Fine And all 106; pieces to the pound. Ducat of Denmark 20 Carrats Fine Pancratius Alleb. H.-19 Carrats Fine Ofwald Ducat Cusa---- 19 Carrats Fine

The Ducat of Nimeghen 1565 Fine, 18 Carrats, two Grains, and 108 pieces.

Of Thoron-22 Carrats 1 + Grains Of Horn--- 32 Carrats 1 drains And all 72 pieces to the New AngelsCoy-Of Batenb. 21 Carrats 3 Grains pound. ned heretofore Of Viana-18 Carrats 3 Grains Of H. M. -- 17 Carrats-

The Scots Pistolet nineteen Carrats, two Grains + fine, and 108 pieces to the pound. The Ryder with the Loaves fine 10 - Carrats, and 114 pieces to the pound.

The Pistolets, Dilege and Legion, fine, 81 Carrats, and 108 pieces to the pound, The Ducats Ferdinand of Batenbourgh 19 + Carrats, and 106 + pieces to the pound. The Ducats Ferdinand and Carolus of Horne eighteen Carrats, and 106 + pieces to the pound.

The double Ducat of Albertus of Austria twenty three Carrats, three Grains fine, 52 + pieces

The fingle Ducat of Albertus of Austria twenty three Carrats, three Grains, and

The double third parts of the faid double Ducats twenty three Carrats, three

Grains, and 70 1 pieces.

The fingle third part of the faid Ducat twenty three Carrats, three Grains, and 126 pieces to the pound.

The Unite piece, called Jacobus of England twenty two Carrats, and thirty fix pleces to the pound.

The Ryder of the United Low Provinces also twenty two Carrats, and 26 piecesto the pound.

The half Jacobus and Ryders accordingly in fineness and pieces.

The Ducats of the Estates of the United Provinces, with the Letters, 22 Carrats, and 105 pieces.

The new twenty shilling pieces of England 22 Carrats fine, and 39 pieces. The half and fourth part of it accordingly.

The Scots piece of the Cross Daggers twenty Carrats fine, and 72 pieces to the pound.

The Scots Rider of 22 Carrats, and some of the fineness of the Scots Pistolet.

Note that here are fet down many Species or pieces of Gold, which are little or none at all to be found: And although some are found in great quantity; yet are they not made currant in the United Provinces, by their last valuation of the one and twentieth day of July, 1622 hereafter declared. The like is in the reconciled Provinces under the Arch-Dutches Isabella Clara Eugenia of Austria, as also in Germany: So that the general knowledge of them all, may give to every man better fatisfaction. And the like must be understood of the Silver Coins of all Countries hereaster declared, with some addition of meer Copper Coyns. And whereas the Stiver is the fundamental Coyn, whereof twenty make the Guilder, it is to be observed. That fixteen Copper pence are reckoned in Holland and those United Provinces for one Stiver, and so is the said Stiver two Groats Flemmish, called half Stivers, every half Stiver eight pence Hollandts: Also twenty four Mites is a Stiver in the other Countries, &c.

A Declaration of the Coyns of Silver, concerning their fineness, and number of pieces in the pound weight of 12 Ounces Troy, every Ounce weighing 20 penny weight, and every penny weight 24 Grains, and containing likewise in fineness 12 Ounces, every Ounce 20 penny weight; and every penny weight 24 Grains; calculated for the Forrein Coin upon the Mark weight of eight Ounces, every Ounce 20 penny weight, and every penny weight twenty and four Grains in weight, and likewise in fineness 12 Ounces 20 penny weight, and twenty four Grains, unnecessary fractions ommitted, as near as conveniently could be computed, &c.

He Philip Doller ten Ounces fine, and 10½ pieces to the pound weight. The half, the fourth, the fifth, and tenth part accordingly, that is to fay, all of ten Ounces fine, and pieces 21 3, 42 5 53 4, and 107 7 to the pound.

The 20 part of the faid Doller tive Ounces fine, and 107 1/4 pieces to the pound. The 40 part of the said Doller, five Ounces fine, and 214 + pieces to the pound.

The Carolus Gueldern or ; of the faid Doller, ten Ounces fine, and 16; pieces. The old four Stivers piece with the Eagle, Charles and Philip, feven Ounces, 75

Penny fine, and fixty pieces.

The old double Styver feven Ounces, 7 Penny weight in finencis, and 120 pieces. The old three Stivers piece, eleven Ounces, three Penny weight, eighteen Grains fine, and 120 pieces to the pound.

The Silver Fleece of three Stivers, 10 Ounces, 10 Penny weight, and 108 pieces. The three Groot or Deniers fine, 5 Ounces, 10 Penny weight, and 117 2 picces. The old Stiver of three Ounces, 14 Penny weight, 4 Grains, and 120 pieces. The new Stiver following, three Ounces, thirteen Penny weight, eight Grains.

and 120 pieces.

The 17 Duits, ten Ounces, ten Penny weight fine, and 147 pieces.

The half Stiver, three Ounces, ten Penny weight, and 201 pieces to the pound. The quarter Stiver Oort, one Ounce, 17 Penny weight, and 158 pieces. The eight part Stiver Duit fine, one Ounce, 14 Penny weight, 474 pieces.

The Hollandts, Penny fine, 19 Penny weight, and 518 pieces. The Stiver of the States United, 4 Ounces fine, and 168 pieces.

The Stiver of Vtrecht, three Ounces fine, and 167 pieces.

The nine Duits Penny of Charles and Philip, four Ounces, fourteen Penny weight, 129 pieces.

The half Ruyters black, 4 Ounces, 14 Penny weight, and 256 pieces. The Brass Penny and the half, 4 Ounces, ten Penny weight, and 120 pieces. The Spanish Ryals fine, 11 Ounces, 3 - Penny weight, and 108 pieces.

The Salvator and Royal of Venice, 11 Ounces, ten Penny weight, and 96 pieces. The Italian Ryals of 9 Ounces 17 Penny, and nine Ounces 14 Penny, and nine Ounces 11 Penny, pieces 108.

The course Romish Ryals of 7 Ounces fine, and 108 pieces.

The eleven Duits of Charles Limb. four Ounces, fifteen Penny weight, and 120

The 11 Duits of Holland, fix Ounces scarce, and 144 pieces. The half Ruiters blank of Holland, 3 Ounces fine, and 144 pieces.

The five Groot of Flanders, and double Sassenars, ten Ounces, 6 - Penny, and 146pieces.

The 5 Groot of Gaunt, 5 Ounces, 13 Penny weight, and 145 pieces.

The 17 Duits of Lodovick, Liege, Philip, Guelders, Charles, Limborgh, Philip of Flanders, two standing Lyons, nine Ounces, inne, and 145 pieces.

The 17 Duits of Sluce, 9 Ounces, 5 Penny weight, and 148 pieces.

The double Vierysers hne, four Ounces, ten Penny weight, and 138 pieces to the pound.

The Snaphanen Coined for three Batts, seven Ounces, 7 - Penny weight, and 39 ?

The Creuciat of John of Cleave, eight Ounces, seven Penny weight fine, and 30%

The five Stiverpiece of Liege, 7 Ounces, 11 Penny weight fine, and 48 pieces.

The five Stiver piece of Gueldres, eight Ounces, 1 : Penny weight, and 48 pieces. The Snaphane of Nimegen, Deventer, and Cleave, seven Ounces, 11 Penny weight, and 48 pieces.

The Shilling M. E. and five Groots of Philip of Flanders, eleven Ounces, three

Penny weight and 135 pieces.

The other five Groot of Philip of Flanders, ten Ounces, fourteen Penny weight, four Grains, and 135 pieces.
The five Stiver of Cambray, Liege, Horne, fix Ounces, 6. Penny weight, 48 and

The Shillings of Gueldres, Utrecht, Freese, and Zealand, 1586 fine six Ounces, and 57 pieces.

The

The Shillings of Bridges, 1582 fine, five Ounces, and 57 pieces to the pound. The Shillings of Gaunt, 1583 fine, seven Ounces, seven Penny-weight, and 54 pieces.

The Stiver of Gant, 1583 fine, three Ounces, and 175 - pieces.

The Stivers of Groeninghen, Cambray, and Liege, fine three Ounces, five Pennyweight, and 135 pieces.

The eleven Duyts of Philip and Mary, eleven Ounces, 3 - Penny fine, and

270 pieces.

The pieces of 5 i Groat of 1520, and Ma. Flandres, nine Ounces, fourteen Penny-weight, and 120 pieces.

Dollers.

The Doller of the States nine Ounces fine, and 12 1 pieces to the Pound-weight-The Hollandts Doller nine Ounces fine, and 13 + pieces to the pound.

The Dollers of Gueldres and Utrecht nine Ounces fine, and fifteen pieces to the pound.

The Dollers of Zutphen and Gueldres, 1586 fine, ten Ounces, four Penny, and 13 2 pieces.

The Hollandts Doller with the Crown eight Ounces, and 13 3 pieces.

The Rickx Doller Oncia eleven Ounces, five Penny-weight, and 12 1/2 pieces. The other forts of Rickx Dollers of eleven Ounces, and eleven Ounces three

Penny, and 12 + pieces. The Polland Doller

fine seven Ounces, fifteen Penny-weight, and 13 1 The Bohemia. Ne. Op. The Batenborgh Dol.

The Bommell Doller.

The Polish Guelder of fixty Creutzer, eleven Ounces, 3 - Penny fine, and fifteen piéces.

The Dollers of Brifgau, Tremone ten Ounces, fifteen Penny-weight fine, and fisteen pieces.

The Dollers of Luneborgh ten Ounces, sixteen Penny ; fine, and sifteen pieces. The Basell sixty Creutzer, Reynsborch and Ismensen ten Ounces, 13 - Penny, and fifteen pieces.

The Dollar of Riga ten Ounces, 2 - Penny-weight, and 13 - pieces.

Teastons. Of Mantua, Francis -Of Ferrara, Hercules and Alphonsus Of Berne, Vincent Of Ottomanus, Berne -Of Lucerne, Episcopus -Of Milan, Lodovicus Of Milan, Galeacius-Of Friborgh, Nicolas -Of Sedun, Nicol. dan Adrian -Of Solod, Vrfus . Of Savoy, Carolus -Of Castile ----

fine eleven Ounces 5 - Penny-weight, and 45 pieces.

Teastons.

Of Portugal Io V. L. Of France Franciscus Of Lorrain an. 1524 6 29

ten Ounces, seven Penny-weight fine, and forty and two pieces to the pound.

Of Spain Ferdinand Of Navarre, Anna

Of Baden, Chrisostom ten Ounces, 10 - Penny-weight fine, and 39 pieces.

Of Savoy, Carolus Of Navarre, Henricus

Of

Of Monferrat, George and Guill. \ten Ounces, 4 \frac{1}{2} Penny-weight fine, and 42 Of Geneva, pieces.

The Quarter Crowns.

Of France 4 Escu of ten Ounces, 6; Penny fine, 2 and 39 pieces to the pound.

Of Savoy Philip ten Ounces, 16 Penny-weight,

The Rickx Doller of late Anno 1567 fine ten Ounces, 12, 13 and 14 Penny fine. and 12 1 pieces.

The piece of Cambray 1 of a Doller, fix Ounces, ten Penny-weight, and 123

pieces.

The 38 Gultave of Liege ten Ounces, four Penny-weight scarce, and pieces, 12 3.

The Christopher Doller, 45
The Doller Guliel. Sweden } 10 \frac{1}{4} Ounces fine, and 12 \frac{3}{4} pieces.

The Angel of Scrickelborgh ten Ounces, 7 2 Penny-weight, and 78 2 pieces. The ten Creutzers of Salsborgh, Ravenborgh, Frise, and Saxony, eight Ounces, feven Penny, 64 1 pieces.

The three Carolus of Frankford, Campidona, Reynsborch, Patavia, Ernestus, Otin-

gus, Carolus and Salsborgh nine Ounces fine, and 78 3 pieces.

The fix Creutzer of Insborgh 10 1 Ounces fine; and 1241 pieces. The Gross of Salsborgh four Ounces, 12 1 Penny-weight, and 39 pieces.

Batsen of four Creutzers, Of Fribourgh, Colmograve, Raynsbourgh, Taunte, Cost 1530. Roy, and Schafhuysen, Baviere, Brandebourgh, Ottinge,

fine, five Ounces, seven Penny-weight, and 109 1 pieces.

The Ausb. Saxon gross, and Coningsteyn five Ounces, seven Penny fine, and 108 pieces.

The Curiensis gross, Kempton, Bassu, and Brisac, five Ounces, seven pence, and

106 1 pieces.

Of Noiling, Ambass. Markegrave, George and Wormeser, four Ounces, 12 : Penny, and 94 - pieces.

The Gross of Salsborgh, 6 Ounces 2 2 Penny-weight, and 118 1 pieces. The Gross of Vienna, fix Ounces four Penny-weight, and 122 pieces. Of Asbourgh and Reynsbourgh, 6 Ounces 4 - Penny fine, and 155 pieces.

Of Carinthia, Taven, Baffell, Shafhuysen, Campido and Brisgrave, fix Ounces, and 118 + pieces.

Nummi dragme, six Ounces fine, and 140 pieces.

Nummi dragme, fix Ounces 2 † Penny fine, and 118 † pieces.

The Gulielmus of Turinghia fix Ounces, fifteen Penny-weight, and 129 pieces. The Bohemia Senube and the half, 5 Ounces, seven Penny fine, and 129 pieces.

The 1 ½ Silver Gross, three Ounces, 7 ‡ Penny-weight, and 87 pieces. The Kemptors, ½ Batts, four Ounces, 12½ Penny-weight, 192½ pieces. The Munichen ½ Batts, four Ounces, 12½ penny fine, and 186 pieces.

The Gulielmus Lyon piece, two Ounces, five Penny-weight fine, and 150, and 179 pieces.

Pieces of twelve Creutzers, 8 Ounces, 7 2 Penny-weight, and 61 2 pieces to the 28. Of Vienna and Baviere of twelve Creutzers, eight Ounces, 7 2 Penny fine and 57 pieces.

Of 12 Creutzers, 10 Ounces, 10 Penny-weight fine, and 61 - pieces.

Of fix Creutzers, 10 Ounces 10 Penny-weight fine, and 123 pieces.

Of three Creutzers, 5. Ounces to Penny fine, and 136 pieces:

Of fix Creutzers of Vienna, 8 Ounces 7 2 Penny fine, and 114 pieces.

Of three Creutzers of Vienna, 4 Ounces 8 + Penny-weight fine, and 129 pieces. Of three Creutzers of Bavaria, 4 Ounces 8 Penny-weight, and 375 pieces. Of Ausburg and Ulme Creutzers, 5 Ounces 5 Penny-weight, and 384 pieces.

Albi of Cologne, Mentz and Triers, 5 + Ounces fine, and 345, 179, & 342 pieces. Albi of Novemberg, Francfort, Bambourg, and Palatine Rhine, 4 Ounces 18 Penny,

and 273 pieces.

Bohemia white Penny, 5 Ounces 7 Penny-weight fine, and 924 pieces. Bohemia black Penny, 2 Ounces, 13 Penny fine, and 990 pieces.

Dupli Mavi, ; of Gulielmus Turinghia, two Ounces 15 Penny-weight; and 440

Simpli Dupli of 5 Ounces to Penny-weight, and 882 pieces.

The i of one Silver Gross or Duodena, three Ounces 3 3 Penny-weight, and 874 · pieces.

Duplus of 2 Ounces fine, and 324 pieces to the Pound.

The fix Gross of Polonia, 6 Ounces fine, and 13? pieces to the Pound.

The Sigismond of Prussia, 1534. 10 Ounces 11 Penny-weight fine, and 69 pieces. The other with the Arms of Dantzick, 10 Ounces + Penny fine, and 69 pieces.

The Sigismond 1532, and 1535, but 10 Ounces four Penny-Weight fine, and 69

The four Gross Penny, 8 Ounces fine, and 81 pieces.

The three Gross Prussia alb. 10 Ounces 10 - Penny fine, and 138 pieces.

The same of Melicin, 1340. of 10. Ounces 4 Penny and 10 Penny fine, and 138

The Gross of Prague, 9 Ounces 12 + Penny fine, and 180 pieces.

The Ferdinand of Dantzick, 5 Ounces fine, and 180 pieces.

The Wersbourg Soli of Dans and Prussia 5 Ounces 6 4 Penny, and 157 4 pieces.

The two Crosses and Hat; 4 Ounces fine, and 180 pieces.

The Bre 1409, the Key and Joan three Stivers, ten Ounces four Penny fine, and 156 pieces.

The eight Shillings of Dantzick, 1541. fine, 10 Ounces 12 Penny and 156 pieces. The Deghen of Russia, Muscovia, and de Nard, 11 Ounces 13 Penny-weight, and 545 1 pieces of Dengen.

The Mark stick of Lubeck Lady Mary, ten Ounces i 6? Penny, and twenty seven

pieces.

The three Arms of Magenbourg, 5 Ounces 8 - Penny, and 27 pieces.

The other piece of 11 Ounces 3 + Penny-weight, and 51 pieces.

The Franks of France, three to one Crown, ten Ounces fine, and 26 + pieces.

The Turones of France; 10 Ounces 18 Penny-weight, and 26 4 pieces

The French two Soulz, and four Soulz, 6 Ounces 6 2 Penny fine, 117 pieces.

The double Hand of one Soulz, 3 Ounces 15 Penny fine, and 132 pieces. The old Soulz with a Cross; 4 Ounces 5 Penny-weight fine, and 175 pieces.

The ordinary French Soulz, 3 Ounces 10 Penny fine, and 147 pieces. The late French Soulz, 3 Ounces 6 : Penny fine, and 147 pieces.

The Lyarts of France H. 3 Ounces fine scarce.

The petty Denier Pa. and petty Denier Tor, one Ounce - and 270 and 337

Perty Maille were Ounce fine, and 450 pieces, and now all Copper:

The Shilling of England of Queen Elizabeth, eleven Ounces two Penny fine, and

The English Groats, eleven Ounces two Penny-weight, and 129 pieces.

The English Shilling of late, eleven Ounces fine, and 62 pieces to the Pound. The piece of Nine-pence, called Silver Harp, eleven Ounces fine, and 82 pieces. The Base Irish Harp, 3 Ounces fine, and 82 pieces.

The old Harp, 9 Ounces 6 Penny-weight fine, and 102 pieces.

The King Henry base Groat, 4 Ounces 2 Penny-weight fine, and phe English Six-pence or half-shilling, 11 Ounces fine, and 124 pieces. pieces.

The Penny, Two-pence, and Half-penny, accordingly.

The Ryal pieces of Albertus of Austria, 10 Ounces, 15 Penny fine, and forty pieces.

The fingle Ryals, the half, and the fourth parts accordingly.

The double Guilder of Albertus, 10 Ounces 15 Penny-weight, and 14 2 pieces. The fingle Guilder, the half & quarters of the fame finenels, & pieces accordingly. The pieces of four, two, and one Stiver, fince 1590.

The pieces of eight Ryals of Spain, of 11 Ounces four Penny-weight, and 12

half pieces.

The faid pieces made at Mexico in the Indies, II Ounces fine, and I3 ? pieces. The Lyon Doller of the Prince of Orange, of 9 Ounces fine, and 13 pieces. The Silver Ryder of Guilders and Frizeland, correspondent with the States Doller of 9 Ounces.

The Dollers of Guelders and Vtrecht, 10 Ounces, ten and twelve Penny fine, and

13 pieces. The great Silver Royal of the States, correspondent with the Philip Doller.

The part of the faid great Royal, with the Arrows accordingly. The Doller of Zealand, with the Eagles of 9 Ounces fine, and 13 half pieces. The Edward Doller of England, of 11 Ounces two Penny-weight fine, and 11 pieces.

The Doller of Scotland with the crofs Daggers, 11 Ounces, two Penny-weight

fine, and II 2 Ounces.

The Mark of Scotland, 11 Ounces two Penny-weight fine, and 54 pieces. The Doller of Frizeland, coined 1601, of 9 Ounces fine, and 13 half pieces.

. Coins made of meer Copper.

He Ortgens, whereof four make one Stiver, and two the half Stiver.

The Duyts also, four make one Stiver.

The Negenmannekens, eight make a Stiver, and four the half Stiver. The three Mites, whereof eight pieces to the Stiver, is 24 Mites. . The 16 Pence Hollandts make one Stiver, and eight the half Stiver. For other Copper moneys, read the Fifth precedent Chapter of Moneys.

So I do conclude this Chapter with an error committed in the making of the Standard Trial-pieces, used in most Kingdoms and States to charge the Mint-masters to make the moneys by; wherein they do not proceed according to the rule of Arithmetick, by observing true Weight and Fineness. For if it be appointed to make a Standard piece of 10 Ounces line, they will take certain Ounces of fine Silver and Copper proportionable thereunto, and melt them together, and being made into a Plate of Silver, divide it into three equal parts to be delivered, one to the King, another to the Warden, and the third to the Mint-master; and hereof are Assays made both of this piece and the moneys, and so compared together: As if a man should take II Ounces, two Penny-weight of fine Silver, and 18 Penny-weight of Copper, both in weight, and melt them together, making 12 Ounces by weight, and never weigh them after they be commixed, but say this is Sterling Standard, whereas the weight both of the one and of the other doth proportionate the Standard by weight; for in regard of the waste of Copper, this is better than Standard, and ought to be made exastly; fo that the pieces also are to be correspondent to the Pound weight, for the

foundation rifeth from hence, as in the following Chapter appeareth.

I-pieces for the Standard.

CHAP. IX.

Of the Valuation of Moneys; and the Proportion between Gold and Silver.

Aluation of Moneys is the Spirit which giveth life unto Coins; for without it, Weight and Fineness are in the nature of Bullion or Ma-This Valuation is twofold; the first is done by publick authority of Twofold is

Princes and States, whereby the pieces of Coins are effected at a price the valuation for Gold and Silver, to go current for that value within their Kings, of moneys. certain, both for Gold and Silver to go currant for that value within their Kingdoms and Dominions: the second is the Valuation of Merchants by way of Exchange between us and other Nations, which is predominant and overruleth the former, as before hath been touched, and now will be proved.

The Kings or Princes Valuation is effected three manner of ways, viz. by inhaun. Rings valuacing the Price of the Coin by Proclamation: Secondly, by embezelling the Standard

of money by Allay; and thirdly, by altering the proportion between Gold & Silver.

The Merchants Valuation is also effected three manner of ways, viz. by the price of Merchants Exchange for moneys rifles and falling from time to time; by the toleration of the Valuation. Coins at a higher rate between them; and by the combination with Mint-masters, inhauncing the Price of the Mark of Gold and Silver. Of all these in order briefly.

The Kings Valuation is derived or drawn from the very piece or pieces made out of the Pound weight of 12 Ounces, or the Mark of 8 Ounces, which the Romans called Nummus, à numerando, to tell or reckon by. The Saxons gave it the name Pfeming, Pememick in Dutch, from whence the word Penny is derived; for they cutting 20 pieces out of the Pound Troy of 12 Ounces, made 20 pence every way, that is to fay, 20 Pence in weight, 20 Pence in value, and confequently dividing the fine- Weight and ness also by 20 Penny-weight, and every Penny-weight in 24 Grains, which was alike with the the antient Sterling Standard of Osbright the Saxon King, feven hundred years past; number of which Valuation fo continued until King Edward the third, and until Henry the pieces. fixth, and then was valued at 30 Pence the said Ounce, and continued until Edward the fourth, and then valued at 40 Pence, and so continued until Ring Henry the Silver advance of eighth, and then was valued at 45 Pence, and so continued until Queen Elizabeth, ced because of who (after the decry of the base money made by King Edward the fixth, which King Henry his Father had caused to be Coined). did refore the Sterling Standard to her of money begins the first hand in the first hand in the season of great benefit, by valuing the faid Ounce at 60 Pence, or 5 s. inhauncing the fame one full third part; so that one of those Pence became three Pence by valuation; and Gold was raised according to the proportion of II of fine Silver to one of fine Gold: or 11 of Standard Silver to one of Crown Gold, which valuation of Silver hath continued hitherto, with little alteration.

But beyond the Seasthere hath been great inhauncing, both for the Coins of Silver. and Gold, as well in France as in the Low-countries, and Germany, to Englands incredible loss, as is at large declared in our * Treatise of Exchange. This daily inhauncing * The Canker beyond the Seas began in the time of King Henry the eighth, who went about to reform the same; but afterwards finding if he should inhaunce his price of moneys, wealth. likewise they would still advance theirs more and more, he began but moderately; and whereas the Angel Noble (so called) was at 6 Shillings 8 Pence; he caused the same Angel Noble to be valued at feven Shillings and four Pence, by a Proclamation in the eighteenth inhaunced. year of his Reign, and within two Months after, at feven Shillings fix Pence,

Francis the French King

v. Emperor.

and withal he did write unto other Princes concerning the fame, and Commissioners came over about it, but all was in vain; whereupon he gave an absolute authority to Cardinal Wolfey by Letters Patents as followeth.

Enry the eighth, by the Grace of God, King of England and of France, Defender of the Faith, Lord of Ireland, to the most reverend Father in God, Our most trusty and most entirely beloved Councellor, the Lord Thomas, Cardinal of York, Archbishop, Legat de Leicester of the See Apostolick, Primat of England, and Our Chancellor of the same greeting. For asmuch as Coins of money, as well of Gold as of Silver, be of late days raised and inhaunced both in the Realm of France, as also in the Emperors Low-countries, and in other parts, unto higher Prices than the very Poize weight and fineness and valuation of the same! and otherwise than they were accustomed to be current; by means whereof the Money of this Our Realm is daily, and of a long season hath been, by sundry persons (as well Our Subjects, as strangers, for their particular gain and lucre) conveyed out of this Realm into the parts bevond the Seas, and so is like to continue more and more, to the great hindrance of the generality of Our Subjects and People, and to the no little impovershing of Our said Realm, if the Same be not speedily remedied and foreseen. We, after long debating of the matter with you and sundry other of our Council, and after remission made unto outward Princes for reformation thereof, finding finally no manner of remedy to be had at their hands, have by mature deliberation determined, That Our Coins and Moneys (as well of Gold as of Silver) shall be by Our Officers of Our Mint from henceforth made at Juch Fineness, Lay, Standard, and Value as may be equivalent, correspondent, and agreeable to the rates of the valuation inhaunced and raised in outward parts, as is afore specified: Whereupon We have given commandment by Our other Letters under Our great Seal, to the Master, Warden, Comptroller, and other Officers of Our said Mint, and to every of them, to see this Our determination put in execution of the faid Coins by Proclamation or otherwife, as in the Print, Coin, Stroak of the same. Wherefore by these presents. We will and authorise you to proceed not only from time to time. when you shall seem conveniently by advice of such other Our Council as you shall think good. to the limitation, description, and devising how and after what manner and form Our said Coins and Moneys may be brought unto the Rates and Values, Fineness, Lay, Standard, and Print, thought by you and them to be requifite, but also to appoint Our said Officers of Our Mint duly to follow, execute, obey, and fulfil the same in every point accordingly: In which doing, these Our Letters under Our great Seal shall be your sufficient Warrant and discharge : any Act, Statute, Ordinance, Law, or other thing what soever it be to the contrary notweth-Randing. In witness whereof We have caused these presents to be sealed with Our great Seal. at Westminster, the 23 day of July, in the eighteenth year of Our Reign, &c.

Statute of imployment.

Grafton's Chronicle doth record that all was to no purpose; for the inhancing might on both sides have run ad infinitum. Afterward in the 22 year of his Reign. finding that Merchants did transport still the moneys, or made them over by exchange, and made no employment upon the Commodities of the Realm; he caused a Proclamation to be made according to an old Statute 14 R. 2. That no person should make any exchange contrary to the true meaning thereof, upon pain to be taken the

Kings mortal Enemy, and to forfeit all that he might forfeit.

Hereupon it fell out that lawless necessity did run to the other extream of imbafing the Moneys by Allay, whereby all things came to be out of order. For base Money Balemoneys. maketh every thing dear, and overthroweth the course of Exchange between Merchants, and causeth much counterseit money to be made to buy the Commodities of the Realm, and to destroy the good moneys, like the 7 lean Kine of Fharaoh that devoured the 7 sat Kine in a short time; as appeared of late within the Realm of Ireland, which is more dangerous in those Kingdoms where their moneys are of a rich Standard, whereby many commotions happen, as in France during the Reign of Philip le Bell: and Peter the fourth, King of Aragon, did for this cause confiscat the Islands of Majorca and Minorca, now Kingdoms in the Mediterranean Sca, whereas the policy of those Nations which do use several Standards of moneys, doth prevent the same. because that promiseuolly they make and coyn moneys of several Standards, accord-

Commotions about base money.

ing to the occasion, which is worthy the observation? And as all extreams are vicious and defective, so doth it befal those Countrys which will have no base Money at all, and are made a prey unto other Nations by the Exchange for Moneys, which must

be maintained withal, as I have made and thall make more apparent.

The third effect or alteration of 'the Kings Valuation of Money is the Proportion Proportion between Gold and Silver, being in most Countries twelve to one, viz. one Pound of between Gold Silver for one Ounce of Gold wherein there is more operation than most men do imagine. For you cannot advance or inhaunce the one, but you abate and diminish the other, for they ballance upon this parallel. And whereas England by continuance of eleven to one hath been a great loser of Gold; so now by advancing the same not only to twelve to one, but to thirteen to for one, there hath followed a very great loss of our Silver which is over much abated, as may appear if we do consider that the French Crown of fix Shillings was answered with fix Shillings in Silver, and is now full feven Shillings and four pence; and our fix Shillings in Silver are the very fame: For twelve Ounces of Crown Gold of 22 Carrats at 3th 6s maketh 39th 12sh, and 108 French Crowns, the which are made out of the pound weight of twelve Ounces at seven Shillings four pence, maketh also 30% 1213. Hereupon to equallize the Silver unto Gold again will breed a general inhauncing of things within the Realm, for the alteration of the measure of Moneys causeth the denomination to follow in number to make up the tale, which requireth great providence. For we find that Exchange falother Nations perceiving our Gold to be inhaunced, have abated in the price of Exchange (according to which the prices of Commodities are ruled) for that the fame
change (according to which the prices of Commodities are ruled). So that the fame
Chillies are the size of Commodities are ruled. goeth at 34 Shillings fix pence, or 35 Shillings Flemish for our 20 Shillings Sterling, Low-Counwhereas before they did allow and reckon 37 Shillings and fix pence or thereabouts, which is above our inhauncing of ten pro cent, and ought to be almost 38 Shillings, whereof our Mint-men can take no notice, much less our Gold-Smiths and Merchants. which either are ignorant, or wife in their own conceits; and it is a hard matter to find in one man that which belongeth to the professions of many, and when it is found to imbrace it; for Wisdom draweth back, where Blind Byard is audacious.

For mine own part, although it were to be wished (which is not to be hoped) that we were of the Scythians mind, who contemned Silver and Gold as much as other men do admire the same: Yet seeing Money is by the judgment of the Wisest so necessary to the Common-wealth, that it feemeth to be the Sinews of Peace, and (as it were) the Life and Breath of Warfare; I could not (if I were a Law-giver with Lycurgus) banish Gold and Silver as the causes of much evil, and bring in Iron in place, unless I might be perswaded (as he was) of such good success against unrighteous dealings as issued thereby, but rather use the precious metals so conveniently as I might, and supply the defect with baser Coin, whereunto these chief metals of Gold and Silver cannot serve without great lofs and inconvenience: Or elfe I would by the courfe of Exchange for Moneys prevent all, and abound with Moneys and bullion, having fuch staple Commodities to procure the same withal, whereof other nations are destitute. Let us now therefore enter into consideration with the Merchants Valuation in Exchange, which Merchants vawe have noted to be predominant and over ruling the Kings Valuation. For if the luation predo-King do value a piece of Sterling Silver weighing about 4 Penny-weight at 12 Pence, minant, it will be currant so within the Realm. But Merchants in Exchange will value the fame at 11 ! Pence, and commonly at 11 Pence, and so it will be transported in specie by a low Exchange, and the Commodities of the Realm will be fold accordingly, as you may understand by the Declaration of Exchanges in our third part of this Book hereafter.

I his Valuation of Merchants liath two handmaids beyond the Seas, which do advance the Forreign Coin in price, as we do by Exchange abate the same. For Merchants when they have occasion to use any species of Coins for Transportation (as Dollers for the East Countries to buy Corn, or Royals of Plate for the East-Indies, or French Crowns for France) will give one, two or three Stivers or Soulz upon a piece to have the same, whereby other Merchants buying Commodities, will condition to

Currant Money in Merchandife.

An. 1594.

tered by par-

make their payment in fuch Coins accordingly; and so it goeth from man to man, by toleration which is called currant Money in Merchandife, or Permission-Money, whereby the same are inhaunced two or three upon the hundred at the least. This inconvenience seems to be remediless, as the Placcart of the Estates of the United Provinces declareth, albeit the course of it is beneficial unto them, and in regard of them may well be called Permission-Money. For when they will not break the Coin of other Nations (as the manner is in all Mints) then it is rather valued above the value, which contenteth the faid Nations, and fo is permitted to pass between man and man, which *Valuation al- draweth Moneys unto them which doth not endure long. For the last and third effect of Merchants Valuation between the Mint-masters (who love to be doing) and the Mint-mafters. faid Merchants cometh in place, either by abating the price of the faid Forreign Coin by Proclamation, to avoid their hands of it, or to gather up Coins before they be inhaunced, dividing the benefit between them and the Financiers, who are Officers of their Treasury, which is done with great dexterity every way; insomuch, that when it feemeth they will not have Forreign Coin and to that end they undervalue the fame: then have they their Exchangers or Brokers to gather up those Moneys to be brought to their Mint, where they will give secretly a benefit, and help themselves by the Shire, which cannot be done without private Authority: So that all things duely considered, there is nothing but the rule of Exchange to prevent and moderate all these inconveniences, which (to make men believe) is to undertake Hercules Labours; for herein doth the motion confift, and Motus major expellit minorem. Touching the Proportion between Gold and Silver in valuation; albeit fome are of

> opinion. That the same is not much material in the course of Traffick, yet experience hath shewed to us, that the contrary must be believed before their conceits: And whereas they have made observation upon my former affertion to this purpose, That Spain holdeth the Proportion of twelve to one, and Portugal holdeth but ten to one; they do not mark the reason added thereunto; which is, That between those Kingdoms there are no Commodities to establish any Trassick. So that Exportation of Silver for Gold, or Gold for Silver, is but a Permutation between them without any profit: But England and other Countries affording means to import abundance of Forreign Commodities, and Gold being with us in greater estimation than heretofore (being but of late years advanced from eleven to twelve for one, viz. From eleven Ounces of Silver to twelve Ounces of Silver for one Ounce of Gold) was continually transported in return of the faid Forreign Commodities, the exchange not answering the true value of the Gold: So that now when our Gold is yet more advanced, the Silver is thereby more abated in price, giving 13 ; for one: And therefore no marvel that Gold is imported unto us, and Silver is exported, there being a gain of above ten and twelve pro cent. And this loss of Silver far exceedeth the Gold in value, because in quantity there is in the World five hundred of Silver to one Gold: And if any Silver by accident be imported, it is exported again to the East-Indies and other places, they giving more for it than the price of our Mint; for gain is the commander of all.

Permutation of Moneys.

An. 1611.

Silver is 500 to one in quantity, by weight ex-

The Proportions used within the memory of man, are as followeth.

N the Low-Countries they did reckon two Phillip Dollers, for the Emperors Royal of Gold, whereby one mark of Gold did countervail eleven mark of Silver, being eleven to one in the pound accordingly.

In Spain one of mark Gold was valued at 531. Pelos, every Pelo 450 Malvedeis; and every mark of Silver 2250 Malvedeis, maketh the mark of Gold to be but 10. valued by Silver: But the Spanish Pistolets of twenty two Carrats fine, to eleven Royals, is eleven of Silver to one of Gold.

In France the mark of Gold valued at 74 Crowns, and the Silver at 6 1 Crowns, maketh the Proportion 11 11 parts, but valuing the French Crown at three Franks,

In England the Angel at ten Shillings, and the Silver at fixty Shillings the pound

Troy of 12 Ounces, being that 6 Angels did weigh an Ounce, made also cleven to one. In Germany one mark of Silver at 8 Gold Guilders, maketh 11; for one. But the valuation of Monies being altered, hathalfoaltered the fame.

In Rame the pound of Silver at 108 Carlini, and the Ducat of Gold 994 is 12 to 1. So at Millain the Ducat 112, and the Teaston 28, is but 9 for one. The Silver being so in request there for the making of Gold and Silver thred, that is to say, Silver thred gilt and white. Now for all places of Momentary Traffique it is 12 to 1. and in England 13 to one, as hath been declared.

The valuation of Forreign Coin of Gold and Silver, published in the United Low Provinces on the 21. day of July, 1622. with the Orders established by the Estates of the said Countries, for the better observation of the Said valuation, which nevertheless are continually infringed from time to time: And the like is done in other Countries. So that to observe our own rule according to Equality and Equity, will be found the best and safest course of politique government.

Guilders. Stivers. Flemi	B.
The great GoldenRider of the United Provinces————————————————————————————————————	d
The half of the faid Rider	0
The double Ducat of the faid Provinces with the Letters- 8—10—28—	4
The French Crown 3—18—13—	0
The Pistolet of Spain of four Pistolets	4
The double Pistolet of Spain 7—14—25—	8
The singlePistolet after theRate 3—17—12—	01
The Albertins or Ducats of Albertus of Austria 5-13-18	10.
The double Rose Noble of England————————————————————————————————————	0:
The Rose Noble of Henricus, Edward, and Queen Elizabeth 9—6—31—	0
The Henricus Noble 8—6—27—	.81
The Flemish Noble Old and New of the United Countries 8—— 0——26——	8:
TheOld Angel of England 6—4—20—	8,
The New Rider of Guelders and Friefland 3-13-12-	27
The Gold Guilder of those Mints 3 2 10	4

All which Coins are to be weighed with their accustomed weight, and the remedy of two Grains and no more, with fome little advantage over, or at the least being within the rest of the Ballance. Provided always, that the Coins of their due fineness, although they be lighter, shall be current, paying for every grain wanting two stivers.

	Guilders. Stivers. Flemish.
man was a few at the control of the	R.
The Lyon Dollar of the Low Provinces————————————————————————————————————	2
The Crofs Dollar of Albertus————————————————————————————————————	- 2 - 7 - 7 - 10
The Spanish Royals of eight	- 2 8 0
The Dollar of Zeland and Frise with the Eegle-	_ io
The Floren or Guilder of Frieseland————————————————————————————————————	- I - 8 - 4 - 8
The Mark piece or Thistle of Scotland	- 0-12-2-0
The Harp of Scotland and Ireland	- 0 8 4

And if any of the faid Pieces be found to want of their weight, and their appointed remedy, within the rest of the Ballance, or some little advantage over, they shall be current, paying for every grain wanting, 2 pence Hollandts, whereof 16 make 1 fliver, and the English Groats are made Bullion, or shall not be current.

Small Monies for Ordinary payments.

THe Shillings of all the feveral Provinces respectively, and of the Mints of Nimiguen, Deventer, Campen, and Swoll-—6 Stivers. The half Shillings after the Rate--3 Stivers. The pieces called I labs of Graninghen, 4 Stivers,—the double—3 Stivers.

The twentieth part of the great Silver Royal—2[±] Stivers.

The double and fingle Stivers of all these Countries—2 and 1 Stiver.

The tenth to Copper Mo-

All other

Molten.

Coins made

Bullion to be

1' Of all which small Moneys for the payments of Rents, Interest, or abatement of be received in the fame, as also of all manner of Merchandise exceeding in one parcel the sum of 100 Guilders, no man shall be bound to receive more than the tenth penny.

The Duyts according to the order of the Provinces made in the Provincial Mints, and none other, are as yet tolerated for a Duyt; and all other Copper Monies of the Provincial Mints are also tolerated to be paid out for one penny the piece, the 16 whereof make one Hollandts Stiver, and not above: Whereas we do intend hereafter to prohibit the fame to be currant for any price, because we will provide our felves forthwith with fo much Copper Mony as the commodiousness shall require.

We do also prohibit from henceforth any Copper Monies to be brought into these Countries above two Stivers, upon pain of 10 Stivers for every piece to be forfeired: And who foever shall issue any Copper Monies above the said price, shall in-

cur the like penalty of ten Stivers for every piece.

4-And all the faid Coins shall be current in these Provinces for the prices aforesaid. declaring all other pieces for Bullion, which by this our Proclamation are not valued. prohibiting any of the faid pieces to be offered or received; as also to press any of those which are valued, to be paid at a higher price than they are valued, and also offer to put forth other Coins of Gold and Silver valued, which are clipped, washed, broken, mended, heiled, or otherwise augmented in weight, upon forseiture of all the faid Coins fo to be offered at higher rates than this Proclamation doth permit: And if the fact be not instantly discovered, to forseit the value thereof, and moreover the quadruple or the value thereof, or 24 Guilders in lieu thereof, if the faid Coins did not amount to fix Guilders for the first time, the second time double, and for the third time quadruple; and moreover arbitrable correction according to the quality of the fact.

5 Without that any distinction shall be made, whether the faid Coins were instantly paid from forrein parts, or fent from fome one Province or Town into another; in which case, if the Receiver thereof will be freed of the said forfeiture, he is to give notice of it within 24 hours after the receit thereof, unto the Magistrates or other . Officers to be thereunto appointed, to the end they may proceed therein against the

fender of the faid Coin, as it shall or may appertain.

6 Yet shall the said Receiver keep the said Coins wholly to himself, if the said Monies be fent unto him in payment of a former debt, and nevertheless have his aftion against the party for so much as they shall want of the said valuation: and if the said Coins be fent for any debt as yet not due, or to be made, the faid Receiver shall referve to himself so much as the said forfeiture cometh unto, and the remainder shall

be delivered unto the said Magistrate or Officer.

or The Magistrates in places also where all such Monies are sent at a higher rate than the faid Proclamation, shall be bound to make good the inhauncing unto the Receiver to whom the faid Monies were fent; yet so, that they may re-demand the fame of the Magistrate of the place from whence the said Coins were sent, who shall also instantly re-emburse the same, and have power to recover it, with the forscitures thereto belonging, and hereby ordained against the persons and goods of those who have fent the fame at a higher price.

81 All which shall be observed from the one Province unto another, or the Counting-houses of the Generality, wherein they shall be aiding and assisting each other,

to maintain the faid Proclamation accordingly.

· Verl

9 And

9 And we do intend that the faid forfeiture shall be imposed as well upon the receiver as upon the payer, every one to the full, unless one of the parties did forth-with denounce the same to the Magistrates; in which case, whether it be the receiver or payer, he shall be quit and free of the said forfeiture, and moreover enjoy one third part of the offenders forseiture.

10 Prohibiting and expresly commanding, That no man from henceforth shall prefume to buy or fell any Wares or Merchandises, or deal for Monies by exchange or interest, nor buy new or old rents, or otherwise deal and negotiate than according to the faid price and valuation of Monies of this our permission and ordinance, upon

forfeiture of the faid fums, and moreover quadruple the value thereof.

rr Our intention being, That no payments of Imposts, Demessies or Revenues of Lands, Towns, Villages, Contracts of Merchandifes, Hires, Rents, Interest, or any Debts shall be paid, than according to this our valuation, to wit, every Guelder with the one half of a Lion Dollar, and one pound Flemish with three Lion Dollars, or with other Coins of Gold and Silver according to their intrinsick value, as the faid Standard Lion Dollar, or the great Golden Royal now containeth. After which two (as being pieces of the chief and Standard pieces) all the precedent Monies of Gold and Silver are valued, Provinces, without that it shall be lawful for any man to make any lighter payment than ac- 1622. cording to the faid valuation, upon pain the same to be void, and no course of Law to be ministred thereupon, and moreover to incur the penalty in the next Article mentioned: According to the which, all Courts of Justice, Magistrats of the Bench or Judgment Seats, and all other Justices are to pronounce their Sentences, and to make their Decrees, notwithstanding any trespass, which contrary to our intention or expectation might be practifed, or at any time be put in ure, Cancelling from henceforth all those which are contrary to the same, forbidding any execution, deposition of Monies, or other courses of Justice to be done thereupon: Declaring morcover, that all such Judges as shall have pronounced the Sentences, and the faid Officers that shall have affisted therein, shall therefore for feit and incur the penalty of five Netherland Golden Royals for every person at every time.

12 And to the end that the stability and certainty of this valuation (which We have taken to heart, and in singular commendation, and intend surther to care for) may take the better effect, we do ordain, That instantly upon the publication of this Proclamation, whereof mention is made in the latter end, all Officers being in any Office, Estates and Offices High and Low, Civil or Military, of Countries, Towns, Members of Colledges, or particular Lords within the faid united Provinces, shall take their Solemn Oath for the performance of the faid Ordinance, to cause the fame to be maintained and observed, for so much as any ways may concern their Of-

fices and Commands.

13. And if any of the faid persons should perchance be found forgetful, and to have transgressed the aforesaid points, in the paying out or receiving of Coins not permitted by this our ordinance, likewise of Clipped, Washed, Cracked, Mended, Nealed, or other wife augmented Coins in weight, or giving them in payment at a higher price than this our ordinance; We do order and establish, I hat all the said forfeitures committed and to be committed, shall respectively be paid double. And Moreover, if they issue any Coins made Bullion, or other Monies above their value, they shall be deprived of their Offices upon the verification of the fact, without any pardon to be obtained for the same.

14 And the better to bring this ordinance in course, we do prohibit all Treasurers, Receivers, Rent-gatherers, their Deputies or Clerks, and all other persons being in publique Service or administration, to pay any of the said Monies by assignation or otherwise, but to return the same where they have been received, upon the sorfeitures aforesaid, unless it were that the assignment were made upon publick Counting-houses or Banks, and not upon particular persons, as Farmers, Collectors, and the like, being likewise bound by the same Oath: But this is to be done but once by him upon whom

this ordinance falleth out, and no farther.

15 And to discover the offences which they might do in their payments, wedo order, That instantly when any payments are made, they shall indorse upon the acquittances and discharges of their payments (amounting to the sum of one hundred Guilders) the several species of Gold and Silver wherewith they have made the said payments, and the price according to which they have paid the fame, with mention also of the Grains which are wanting and paid for, to be subscribed by him that hath received the fame, and to the end that upon their accounts notice may be taken thereof, upon forfeiture that the faid acquittances or discharges shall not be allowed, and who foever doth receive the faid species, and not under-write the same, shall sorfeit the fourth part by him received.

16 Commanding the Auditors (respectively appointed) to take the accounts of the faid Accomptants, to govern themselves accordingly, and not to allow of any acquittances or discharges than is aforesaid, but by the said acquittances to find out the

offendors.

Marking and weighing of

no cause to do it.

17 Moreover, the said persons are bound, that whensoever any Coins of Gold shall be received by them, which are too light, they shall with a Poncheon mark the same; and upon the Silver Coin they shall for every farthing or eight Grains which the piece is too light, put upon the faid piece one Grain or round O before they iffue same, upon forfeiture of half a Ryder for every piece.

18 They shall also for those to whom they shall pay any Monies, have in rea-

dincs Balances and Weights in the places where they keep their Banks, upon for-feiture of half a Ryder for every default to be made therein.

19 And all the said countable Officers, as well general as particular, shall be bound to have this our Ordinance with the figures always ready upon their Banks or Counting-houses, as also a Proclamation sit to be affixed in Print, declaring the valuation of the faid Coins, to the end every man may govern himself accordingly, upon forfeiture of five Netherland Ryders to be paid as often as they shall be found without them in their faid Offices or Counting-houses.

20 Prohibiting all Receivers, Bankers, and Exchangers, their Deputies and Officers, together with all Merchants and other persons of what quality or condition soever, to cull out any Monies, to separate the light ones for to be issued, and with the weighty ones to make a benefit, upon forfeiture of five and twenty Netber-

land Ryders.

21 Prohibiting also, that none of the Coins of Gold and Silver which are valued by this our Proclamation (unless it be the Spanish Royal of 8, with his proportions) shall be delivered into any Mint to be molten: to which end we command all There will be the Mint masters of these Provinces, that they do not receive any of the said Coins for to melt them; And if any be so brought unto them, to detain the same, and to give notice thereof to the Generals of the said Mints, to proceed therein as it shall appertain. And whosoever shall be found to go about to sell the said Coins, or hath fold or broken the fame, we will have the fame to be forfeited, and the double thereof over and above.

22 Prohibiting also the importation of any Coins, not valued by these Presents.

either of Gold or Silver to be brought in, for to be distributed.

23 And for the better discovery of the said first authors or importers of prohibited Coins, We do cammand all our Officers to do their utmost endeavors to inquire of those with whom they shall find any of the said Coins, of whom they had the same. and so from person to person, until the first importers, causing them to be punished as aforesaid, unless some can name his first Author, wherewith he shall be cleared of the faid forfeitures: And if he do voluntarily accuse his author, he shall injoy the one third part of the same, and the said first importer shall be banished out of all the said Provinces.

24 If any Officers shall make doubt, that any of the said persons have not dealt well, or mif-behaved themselves, then shall they, with the Magistrate, have authority to put them to their Oath, of whom they have received the faid Coins, and at what price they have received and paid out the fame: And if he deny to declare the fame

by Oath, he shall be taken as convicted of the said trespass, according to this Ordinance. But if without equivocation he will roundly declare the truth, whereby the fault shall appear, he shall be pardoned of the forfeiture, and also enjoy one third part

of the offendors penalty, if it be to be had.

25 Also in like manner they may, and we do authorise them by these presents, to feife and open coffers, trusses, and the letters of Messengers, where they have suspition to contain any coin; Provided always that the faid opening be done in the prefence of himto whom the faid Coffers, Trusses, or letters were directed, if they can instantly come at them; besides some one of the Magistrates where the said seisure is made. to the end that thereby the name may be known of him who hath fent the faid Monies at higher prices, and to none other effect.

26 All which penalties and forfeitures shall be distributed, the one third part to the poor of the Town where the penalty falleth, and the other third part to the accuser, and the other third part to the Officer who shall challenge the execution to be done: unleefs it were that the faid forfeitures did exceed the fum of five thousand Guilders in this case the one half shall be for the benefit of the Common Cause, and the other half to be divided proportionably between the faid three parties. And to the end the accuser shall do his uttermost diligence herein, his name and person shall be concealed so long as possible it may be.

27 And herein we understand, That not only the person which hath committed the faid trespasses shall be subject to answer for himself, but also for them of his Family: The Husband for his Wife, the Parents for their Children, the Masters and Mi-Aredes for their fervants, Men or Maids, unless it were the said servants had done the

fame without their privity or knowledge.

28 And to the end that this our present ordinance may be kept and fully accomplished in all her points; We do order and command all the officers of our faid Provinces, and every one in his office, to have an especial care and regard of the infringers and Transgressors of this our Ordinance, and to bring them before the Magistrates of their juritdiction: Without that the said forfeitures be any ways diminished. upon penalty to be deposed of their said offices, and ever after to be disabled to serve in any office, without that they may excuse themselves by ignorance, or by a general transgression of our Ordinance; which excuse shall not be available unto them, but Our intention is to puriff them for their negligence and floath.

20We do further command all Magistrates and Justices, That setting aside all other businesses and affairs, they do proceed herein summarily, only the truth of the fact being known, to the condemnation of the transgressors, as soon as by two Witnesses they shall be convicted. And herein shall the testimony of the like Offendor be ad-

mitted, and their fentences shall be without appeal or any prejudice.

30We will and command, That whenfoever it shall manifestly appear that the perfons have transgressed, and are found upon the fact, or that by two Witnesses the same can be proved against them, the Offendor shall be bound to deposit the said Forfeitures before he shall be admitted to defend himself by the Law, whereunto he is to be compelled instantly, by the apprehension of his person, and otherwise: And if it be found that he is not able to pay the faid penalties, he shall be punished by corporal punishment, as the cause shall require.

The Judges and Magistrates shall have no authority to diminish or moderate their decrees and fentences concerning the faid penalties, upon forfeiture to pay themselves the double value thereof: And if any of the said Offendors shall obtain of the higher Powers any favor or abatement, yet shall they be bound to satisfie the Accu-fer and Officer for their said part proportionably, according to the said forfeitures.

32 And to the end that our Ordinance may be better observed, we do will and or-

der, That the Councel of State of the said Provinces united shall call before them the Receiver General of the said Netherlands, the Receiver of the Contributions, Confiscations, and other ordinary means which are letten to Farm, or to be collected, together also with the Commissaries, Clerks and servants of Counting-houses, as also the Commissioners of Musters, Amunition, and Waggons, and to cause them solemnly to swear to observe and keep all the points and Articles of our said Ordi-

33 The Council of State also shall appoint Commissioners for Musters, to take by the course thereof the Oath of all Colonels, Masters of Horse, Captains, Lieutenants, Ensign-bearers, Serjeants, Clerks, and Solicitors of Companies in our scruce Military; Which Oath being taken, shall forthwith by form of Act be sent unto the Council of State.

34 Likewise that the Councel of Admiralty, the Officer of Convoys, Masters of License, their Commissaries, Clerks and Servants, and others that are accountable,

thall do the like.

35 We do further order, That the Committees of our Councel, Councel Provincial, or of finances of every respective province, for themselves, or their Committees shall call before them all accountable Officers, as well Stewards of the demains and spiritual livings, Receivers of the ordinary means, Collectors, of Tolls, and all others, with their Clerks and Servants, which have the managing of Coins of particular provinces. Item the Registers and Secretaries, Advocates, Proctors, Warders of Colledges, Courts, and Chamber of Finances, to take the aforesaid Oath.

36 The Committees of States, and their Deputies or Council Provincial, shall have care also, that all the Towns and Villages of the said respessive Provinces, shall take the faid Oath before them that are accultomed to take the same: And where the fame cannot conveniently be done, the faid Committees of States, their deputies and Provincial Council, shall appoint in all Towns and Villages some persons to take the faid Oath, before the Borough-masters, Magistrates, Treasurers, and Secretaries of the faid Towns and places. Also the Governors of the East-India Company, and all other Companies already erected, or which hereafter shall be erected, as also all Treasurers, Receivers, Rent-gatherers, and their Committees, or Clerks of Lords, Princes, Earls, Barons, and other higher powers: Item, all Deacons of Churches, Masters of the Hospitals or Orphants, Almoners, and all those that serve in Alms-houses, Houses of Correction or Colledges, and their fervants. Item, all Bankers of Monies, their Deputies and Servants, all Masters of Corporations or Societies, Masters of Handicrafts-men, or Trades, fuch as live by Rents, Merchants in Gross or by Retail, Shopkeepers, Brewers, Wood-mongers, Herring-mongers, Cheele-mongers, Dyers, Beermongers, Inn-keepers, and Tapsters, and all those that use any Trade: Irem, all Chamberlains and Notaries reforting under them, Collectors of imall duties, Farmers, Impost-masters, and of Consumptions, Tole-gatherers, Gatherers of Poundage, Brokers, and their Committees, Clerks and fervants within Towns and other places refiding respectively under them. And further all those that the Magistrate of every Town. place, or Village shall hold convenient, or judge to be necessary, shall take the said Oath, upon penalty (in case of resusal) to pay every day three Guelders so long as they do not perform the same according to the Proclamation: and moreover to lose their freedom of a Citizen, and of their Trade, Office, or Trasfick; so as no man shall be admitted unto his Office, Trade or Trasfick to exercise the same, until he have first (in conformity of our faid Proclamation) taken the faid Oath.

37 We have also concluded and thought good, That the Council of State, the Council of the Admiralty, the Committees or Deputies of the said respective Provinces, and all Courts of Justice, shall promise under their Signature, upon the Oath they took at the entrance of their Office, to keep all the said points and Articles, none excepted. And the said Courts of Justice, shall (in form of Act) send the said Oath of all the said several persons mentioned in the former Article to the said Lords, Estates of the said respective Provinces, or in their absence to the Committees or Deputies of States, within sourceen days after the publication hereof: Which Committees or Deputies of States shall within other sourceen days after that, send the same unto the Estates General, to know thereby that this our Ordinance is received, and the observation thereof Established: The like is to be done by the Council of State, or of the

Admiralty

Admiralty and their Committees or Deputies, and others within the time aforefaid.

38 Over and above all the aforesaid Oaths, to be done respectively by every one, the faid Privinces have mutually promised, and by these presents do promise each to other, to observe and cause to be observed the said Proclamation in all and every point and Article, without any alteration to be done therein, making void and annihilating from henceforward all particular grants, confents, ordinances, priviledges, permif-fion or command, which (contrary to the faid valuation) in part or in the whole, by any of the faid Provinces, Towns, Colledges, and Magistrates, or other members of the fame, might be given and granted, being opposite to the common good and welfare of the Country.

39 Also because that hereby the said valuation is much eased, for the multitude of Coin, whereby it is apparent, that many Coins of Gold and Silver Bullion shall be incident in these Provinces, to the end our inhabitants be not overmuch charged with the same, but with the least grievance might be freed thereof; We will and command the Generals of Mints, instantly and with all speed, to take care that in all Towns of these united Provinces, with the approbation of the Magistrates respectively, where there are no Banks of Exchanges, nor Exchangers, there be appointed one or more persons of credit and reputation (as the convenience of the place shall require) to be Exchangers: And in places where such persons are to be found as are fit thereunto, that the Magistrates shall procure them, and give them honest recompence, and to furnish them with convenient instructions and commissions, unto whom or into the Mints, every man having Bullion shall deliver the same, as is mentioned in the Manuals thereof: Prohibiting unto all men that are not authorised thereunto, not to meddle with any Exchanging function directly nor indirectly, upon forfeiture of fifty Netherland Golden Ryders in Specie for the first time, and double the second time, besides arbitrable correction: The one third part to the benefit of the Officer, the other third to the accuser, and the other third to the Exchangers of the place where the faid penalties or forfeiture shall bappen.

40 And for the better observation of this present Ordinance and Command, We do order and Command, That the same shall be published in all accustomed places where Proclamations are made, every three Months precifely, and as often as occasion shall require to be renewed and published; requiring therefore the States of every respective Province, and their Committees or Deputies of States to cause the said pub-

lication to be done at the days nominated.

41 Finally, albeit We have caused the said valution to be established upon a firm and fure ground, without limitation thereof to any time certain: Nevertheless to accommodate, and for remarkable reasons, We have condescended and tolerate, that the following species of Gold only and none other, shall be issued and received for the

prices hereafter, until the last of September now next insuing.

42 Provided always, That all Sentences pronounced before the date of these presents, for the payment of any Monies, according to the permission of that time, shall remain, and be maintained and satisfied, according to the tenor thereof; without that by the faid valuation, or following toleration, any thing to the contrary shall be innovated or abolished.

43 Also during the said toleration, no Coins to be paid for Lands or Heritages, or Rents upon Bills, or payments upon Obligations (until January last) shall be drawn against the will of the party to the said prices of toleration, but are to be performed

according to this present valuation.

44 Likewise the said Banks of Exchanges, shall have no power to take in payment the faid Coins at higher prices, nor to issue the same otherwise than the said final valuation, and not according to the following toleration, which (as unnecessary) are here omitted, the time being expired.

Observations concerning the said Proclamation and Ordinance.

Hatt he manner of Popular Governments in their Proclamations, Placcarts, Edicts; and Ordinances doth much differ from the Proclamations which are made in Monarchies, where Magistrates and Judges are of greater reputation and

dignity, according to their Royal Parliaments.

That in the year 1594, all Mints stood still for one whole year to prevent the inhauncing of Coyn between man and Man: And the faid States did declare, that it was not in their power to reform the same, so long as the 17 Netherlands were divided; every one claiming as absolute Authority as the other, as members of one Body. And that now they have devised a course to make their Proclamations effectual within the United Provinces, to their great benefit, if we will confider the nature of the former valuation of Coins made by Princes and Merchants, with their feveral Branches, which by policy are made inconstant. And Germany, France, and other Countries, have not as yet taken any course in their Monies, answerable thereunto.

That the Lyon Dollar, and the great Golden Royal of the faid United Provinces are valued and made the Standard-pieces of all the Gold and Silver Coyns made currant by this Proclamation. And that all other Coins of what Kingdoms of States

soever are made Bullion, and not to be currant within the said Provinces.

That Silver Coins shall be weighed as well as the Gold, whereby a more certainty may be made in the calculation of the Par for exchanges, the rather for that their species, are far less in number, and the proportion between Gold and Silver can be better discerned; yet without the rule of exchanges by Bills, still great advantages

may be taken by one Nation against another.

That the scope of this Proclamation is to set their Mints on work, by abolishing all The Coining the feveral Coins of Gold and Silver of all Kingdoms not valued or made currant of Monies is a thereby, which may be seen by the former declarations of their weight and fineness: in so much that whereas in the year 1586, when the Earl of Leicester went over to that the melting of Mony take the governments of those Countries, by the direction of the late Queen Elizabeth of bleffed memory, the Lyon Doller, (made now to be the Standard-piece) was valued at thirty fix Stivers, and the English Shilling (which is now required to be delivered by weight) was valued at ten Stivers: And now the faid Lyon Doller (albeit decreed after the former inhauncement) is still valued at forty Stivers, which is one ninth part increased, according to which the English Shilling ought to be increased also part, which for 10 Stivers would be 11 Stivers and part, whereas the same is inhaunced but to 10 Stivers and one half, and no more. The difference in Exchange (according to valuation) being in the one after the rate of 35 of their Shillings, for our 20 Shillings, and in the other above 37 Shillings in the main Standard-Coin, and much more in the smaller Coins; whereof more hereafter concerning Exchanges.

The like confideration is to be had for the valuing of Moneys of other Countries, whereby Authority will rule their own, and not according to the rule of other Nations, but by equality and equity, which no Nation can control or contradict : Wherein confider we likewise the Standard pieces of the late Arck-Duke Albertus of Austria for the United Provinces, declared by their Proclamation in the year 1611, and we shall find the like ground and foundation to their advantage, albeit they seem to find fault with the diforderly course of Monies, which is one of the greatest Policies in State-affairs. The faid Arch-Duke made (as now the States have done) his own Coins of Gold and Silver for Standard pieces, namely the double Ducat of 23 Carrats, 3 ! Grains of Gold, at 7 Guilders and 18 Stivers: And the pieces of three Roy: als, at 15 Stivers of ten Ounces and 18 Grains fine, by their calculation in the Pound weight Troy. And by these means there is a new foundation laid down for Monies in the said 17 Low-provinces, where heretofore they always had the Phillip Doller of ten Ounces fine, and the Emperors Royal of Gold of 23 Carrats 3 - Grains fine for their Standard pieces. Qui vadie plane vadit sant, taketh not always place.

matter of State. Decreed four dred.

mark of fo-

is a great

Modern and ancient standards of Gold and Silver.

Laftly, that the Mints of certain Lords are called Hedge Mints, which are not un-Hedge Mints, der their command, as Batenborg, Heall, Bargen, Vianen, Gronswelt, Rechein, Gevarden, Stenwart, and others, may follow their own course in the Coining of Monies, and by the means of commerce alter all these ordinances. For in the said year of 1586 all the faid Forfeitures and Penalties were far greater, and the melting down of Queen Elizabeth her Coin was prohibited upon pain of death and goods; yet all was neglested, and came into disorder by command of Gain, which being taken away by a true course of exchange, is the only remedy to make the effects to cease, and all other means are fallacies, and to be abused, &c.

CHAP.

Of the Laws and Prohibitions against Usury.

Any are the Authors which have written against Usury in all ages, every man according to his Profession, most especially the Divines, who have the word of God for their Warrant, wherein also the Ancient Fathers have been very strict to construe the same according. dingly, making any thing taken above the Principal to be Usury, because the very word of Usury in the Hebrew Tongue is called a Biting, of this

word Nelhech, which is nothing else but a kind of Biting, as a Dog useth to Bite or Gnaw upon a bone, so that he that Biteth not, doth not commit Usury; for Usury is none other thing than a biting, as I said of the very Etymology and proper nature of the word, otherwise it cannot be called Neshech, as the He-

According to the definition then of Biting Usury, we are to proceed in this difcourse, after that we have briefly declared the Laws and Prohibitions against Usury,

wherein we must begin with the Holy Scripture, observing these places.

God faith in the 22 of Exodus If thou lend Mony to any of my people that is poor by Holy Scripthee, thou shalt not be an Vsurer unto him, neither shalt thou oppress him with Vsury. In ture. another place, If thy brother be waxen poor, and fall into decay with thee, receive him as a stranger, or a sojourner, and let him live by thee, and thou shall take no Usury of him, nor Levit. 25. yet advantage, but shalt fear thy God, that thy brother may live with thee. Thou shalt not lend him thy Mony upon Vsury, or lend him of thy food to have an advantage by it. Add un-Psal. 13.
to this the places noted in the Margin, and so let us come to the Holy Ancient Fathers. Matth. 5. St. Jerom saith, there is no difference betwixt Usury, Fraud, and violent Robbing. Luke 6.

St. Aug. saith, An Usurer is he (said to be) who doth demand more in Mony, or any Ancient Fathers. thing elfe, than he hath delivered: According to which the faid St. Ferom also faith, That some do think Usury to be only in Mony; but let them well understand, that Usury is an Overplus in any thing above that which was lent. St. Ambrose likewise faith, If any man take Usury he doth commit Extortion, Rapine, and Pillage, and shall Amb. de bono not live the life; as who should say, he should die therefore. To omit many other of the mortis. faid Ancient Fathers, St. Bernard faith, that the Usurer is a Thief in law, because the CivilLaw telleth him before hand what it is that he must rob from others, as who should fay fuch Laws as permit Usurer are lawful thieveries. Hereupon the Canonists have Canon Law. made Usurers to be defamed persons: And if any man make (by his last Will and Testament any goods unto them, the Testament may be broken; neither are they to communicate with Christians, or to enter into their Congregation to offer any oblation; and

when they are dead, they should not be buried in Christian Burial, and if they be, the doers thereof are excommunicated.

Decretals.

Civil Law.

Ariflotle.

Decretals and Clementines, made by divers Popes, are directly against Usury. Alexander the Pope doth strictly forbid all Usury, not only unto the Clergy, but also u to the Laity. In the Book of Sextus Decretalium, Gregory the tenth Bishop of Rome of that name, saith, We (being desirous to stop the Gulf or Whirl-pools of Usury, committed, which doth devour Souls, and utterly wasteth wealth) do command upon the threatnings of Gods Curfe, that the Constitution of the latter Council set forth against Usurors be without any violation at all, fully and wholly observed: And thereupon a Prohibition is made, That no Corporation, Colledge, or University, shall let any house or dwelling place to any stranger Usuror.

Baldus the Civilian speaketh bitterly against Usurors in his Book of Councels, faying, That Usury is a gainful Piracy, contrary to Nature, upon the loan of any thing that confisteth upon Number, Weight, and Measure. Bartolus saith, that all Usury is utterly forbidden, and offensive to God and man: So doth Panormitane, and

divers others learned in the Civil Law.

Aristotle in his Politicks saith, That such Mony as bringeth forth Mony through Usury is an ugly beast that bringeth forth Monsters from time to time, such as are not in Nature.

The Romans being in their most flourishing estate, made a Law by their twelve Tables, that no man should put forth Mony upon Usury, but after one in the hundred, called Fanus unciarium, whereas before that time, rich men might take at their pleafure. Afterwards it was ordained at the intreating of the Tribunes to take an ounce and a half, and that was thirty shillings in one hundred pounds: After that it came to four in the hundred, called Triens: And last of all to 6 in the hundred, called Semiss. And yet all these alterations and diversities of suffering in Usury notwithstanding, Genitius Law. onc Genitius a Tribune published a Law, That it should not be lawful for any man to be an Usurer at any hand, or by any manner of means; and so by all devices that might be, it was utterly forbidden by divers Edicts and Proclamations, which being often repressed, did yet notwithstanding break out by wonderful strange means. Wherefore Tiberius Casar to remedy this evil, and that no Usury should be used, he caused a Marvellous Mass of Mony to be laid in bank, to the Sum of two Millions and an half of Crowns, being 500000 pounds English or Sterl. and took order that every man should have credit for three years without paying any Usury at all, putting in surety for the double value of that he borrowed. And Cornelius Tacitus (a renowned Writer) faith, The Canker of Ufury is an old venemous fore, and the chiefest head and cause of Rebellion and variance in Countreys and Common-Weals; and therefore it was altogether banished in the old time, when least corruption of Life appeared amongst men. Lucullus so hated the excessive dealings of the Usurers, that whereas all Afia was overwhelmed with Ufury, he cleared the fame utterly from all Usurers. And so did Cato in Sicilia.

Cornelius Ta-

Emperours.

Antoninus Pius, Alexander Severus, Claudius Vespasian, Lee, and divers other Emperors didrestrain the covetousness of Usurers from time to time: And the Emperor Charles the Fifth (of late years) at an Assembly at Augusta in Germany, did conclude with the affent of the whole Empire, That no manner of Contract that had any fellowship with Usury should be allowed; but rather that all Usury should be avoided for ever, and be never more used, and if any were found to have made any such Contract, the same man to forseit to the Magistrate or ordinary Judge, the sourth

part of his principal Sum.

Philosophers, and Orators.

Plato the Philosopher warneth among other things, in his fifth book of Laws, That no body, whatsoever he be, that will bear the face of an honest man, do let out his Mony for Usury or Gain. The like, faith Cicero, and many other learned Philosophers and Orators, as we have noted of Aristotle.

Law-givers. So did divers Law-makers banish Usury, and utterly suppress the same; as Lycargus in Sparta among the Lacedemonians, Amasis in Egypt, Solen in Athens, Sergius Galba

in Africa, being governour unto the Emperor Claudius, and divers others. So that Usery is condemned and forbidden by the holy Scripture, the Imperial Laws, Civil and Canon Laws, ancient Fathers, Decretals, Learned Philosophers, eloquent Orators, Historiographers, and Law-givers. The consideration whereof caused me fome years since to write a small * Treatise of the operation of Usury in Kingdoms, for England. States, and Common-weals; shewing (although allegorically) the effects of it, with the fix members of every Common-wealth; which are Clergy-men, Magistrates, Noblemen, Merchants, Artificers, and Husbandmen, by overthrowing the harmonical Government of them, by too much inriching some, and by oppressing and impoverishing some others, bringing the instrument out of tune, when as every member of the fame should live contented in his vocation, and execute his charge according to his profession, whereby all things should be governed in the best and most asfured manner that can be devised, and (as it were) seeking a kind of certainty in uncertainties, which is termed (Policy:) For all worldly and transitory things being mutable, maketh the World properly to confift of discord and dissention, a very uncertain ground to build upon, and yet a certain equality and concord is required in every well governed Common-wealth, the Prince and Governour having the disposing both of the one and the other: Equality concerning Traffick and Commerce betwixt his Dominions and other Countries; and concord amongst the members of a Common-wealth, when every member thereof doth live contentedly and proportionably in his vocation. Both these are confounded by into-The History derable Usury, which is described under the invented History of St. George, whereby of St. George. our Saviour Christ was prefigured, delivering the Virgin (which did fignisse the finful Souls of Christians) from the Dragon, or Devils power. So by the Person of Sant George is understood the Kings Authority, armed with the right armour of Christians, who with the Sword of the Spirit of Gods most holy Word, Explained and Corroborated with feveral other Laws, fignified by the Pybald Horse whereon he was mounted, did destroy the Dragon (Usury) having two Wings to advance himfelf, being Osura palliata, and Osura explicata, and his inconstant Tail Cambium; the Virgin or Kings daughter (being Treasure and Monies) to be devoured by his means and Forreign Nations. The allegory whereof requireth a due confideration, and would in plain terms be distasteful to divers. This Dragon bringeth inequality in a Common-wealth by the means of his Tail, wherein lieth his greatest strength, making the expences thereof to furmount the Revenues. In the curing of which disease, those would be thought to be very soolish Physicians, that by their Medicine should cast the Body Politick of a Common-wealth into a more dangerous fickness. Wherefore as the wounds of this Dragon (Usury) are inveterated, fo must be dealt withal by degrees and lenity, admitting him for the time Anecessary estates and Governments do) as a necessary evil, in regard of Traffick vil. and Trade; albeit that many Usurers are like unto Jews, who think it lawful for them to take any Forfeiture, be it never so unequal and unjust, any Morgage, any Pawn, nothing is amiss for them; they are not afraid of that Wenn which we call Anatokismos, that is, Usury upon Usury : no, they dread not to take ten upon the hundred if it were for a week. The pretence of the Jews is because we are Strangers, as if we were all Canaa-

nites, or some of the seven Nations which were as well to be opprest by Usury, as to be rooted out by Josuah: But these men cannot alledge any thing in their

defence, but greedy lucre.

CHAP. XI.

Of Usury Politick, and Moneys delivered at Interest.

N the precedent Chapter you may perceive what Laws and Prohibitions are made against Usury: And nevertheless the practice of it is most usual in many Kingdoms and Common-weals, and the Laws are also made accordingly; for this Sin is rather in the Conscience, than in the Act, and therefore there is no penalty Imposed upon it by Gods Law. True it is that the Statute Law of England doth tolerate ten upon the hundred, and so do fome other Laws, 12 and more: But the intent and not the rigour thereof, is to be weighed for the clearing of Justice; and the preamble of the said Statute Law in the narrative part faith, That whereas Usury is against all Divine and Humane Laws, yet ten upon the hundred is tolerated to be taken for the year, which by way of forfeiture in the nature of a punishment may be sued for by Law: But if there be never so little taken above the said rate of ten upon the hundred for

the year, the principal is lost and treble damages.

Threefold Ufury.

Cate de Rufti-

The word Usury was not so odious in times past, as it is now taken by the abuse of Usury Politick, no more than it is in Usury Natural, and Usury Spiritual and my meaning is not to maintain Usury Politick in all respects, contrary to the opinion of Divines that have the word of God for their warrant; but the over preciseness therein may breed a great inconvenience to the Common-wealth. The Law of God did not punish thest by death, but only by restitution; and as Cato saith, when a thief was punished to pay the double of that he had taken, the Ufurer was always condemned to pay four times the value. The Laws therefore are made according to the alterations of times, Nature, Condition, and Dif-'position of the people, and simply to say that any thing taken above the principal is Usury, is wonderful strict, unless you take the Word Usury to be Biting, because the same is never hurtful but where it biteth; and the matter of Conscience confisherh in the not getting of your debtor, and not in the taking of much or little Interest: The Usury is greater therefore to take but two or three upon the hundred of a Merchant, who maketh a greater gain thereby, according to the Holy Scripture, Pecunia non potest parere alienas negotiari miserias; fratrem non mordebis, non munera Super innocentem, which was the cause that by the Laws of the Remans, he that took Usury of the poor was more punished than he that took, nay than he that did steal from the rich: For no man is bound by Law or otherwise admonished to lend Mony to those that have no need of it; and there is on the other fide a Conscience to be used, if a man have gotten well by another mans Mony, and doth pay the same again without any Interest or profit.

Also in case of Interest taken it is considerable, that if I do lend Mony to him that hath need, and can afterwards prove that for want of that Mony I have fustained great loss, or if my debtor do break day with me when I look to have it at the time appointed, and fo am endangered to my neighbor for my necessary payments, it is great reason that my debtor bear my loss, rather than I should sustain harm or danger for my good will. And this is defined to be a gain to be taken, ex damno habito, and it being fo, is improperly called Interest, in defence of Usury. In like manner, if a shop-keeper lend Mony freely to his neighbour till such a day, having then occasion to use it at some Fair, to lay it out in Wares, it he break touch, the Shop-keeper may in justice take the benefit for his Mony, losing the profit

Usury ex damno habito, improper.

which he should have had by the wares which he was hindred to buy, and this is taken for lucro ceffante: But in neither of these was an intention to deliver Mo- Ex lucro ces-

ney at Interest.

Some are of opinion, That it is better for them to deliver their Mony by exchange, and that therein they are less to be evil thought on, than by dealing upon Usury; But this difference confitteth only in the name; for they have both an intention of gain upon Mony, and do bear an adventure for the loss of their Moneys: Whereas the one is Difference bound to receive but ten upon the hundred at the most, and the other doth expect fif- of gain by Uteen or twenty upon the hundred at the least, only in regard he beareth an adventure to lose by Exchange (which is very seldom:) but still the intention remaineth, which thould be the furest guide of Conscience to take away all counterfeit pretences.

The Venetians and others allow no Interest at all, but approve the benefit and

course of exchange, although it be above Interest.

By the aforciaid Rules, Usury is weighed straightly in regard of Charity, albeit it may fall out otherwise that the borrower hath sinned; therefore in such cases circumstances are to be considered, and then Judgment to be given accordingly. If I deal with a Merchant that maketh gain of my Mony with his Trade and Commerce, and is well able to pay me again, being chiefly inriched by my means; why should not I in reason have part of his benefit and advantage, when by my goods he is grown rich? Suppose sourmen are become partners, two do disburse large sums of Mony, and the other imploy their labour and industry to make (by lawful trade) a great benefit thereby, is it not reason that the other two (although they were idle at home) thould have part of the benefit? You will fay, you hold this reasonable, for it is no Usury at all? But these two men take ten in the hundred for their Mony; nay, then you reply and fay, It is Ufury, although the other two had gotten thirty in the hundred by it . How can this be a biting Usury? But they have not objection. born the adventure of the Seas, but conditioned a certainty; the answer is, That Answer. they have not born the adventure of the Seas, but many other cafualties befides, and in truffing them that had no means of their own: Well therefore, fay you, I will not deliver my Mony but to Rich men; herein you shew no charity, and may be deceived too, for you know not what Mony a man hath in his purse; so that your conscience is still the surest guide to direct you with prudence, as the loadstone doth the variation of the Pole. So much for particular persons.

Now coming to examine what the Kings of England have done concerning Usury, we find that both before the Conquest and after, Usury hath been banished by some Kings, and by some other Kings it hath been tolerated, according to the times and

King Edgar before the Conquest, did utterly forbid all Usury; so did King Edward Eankers sent the first, who did fend out of this Realm, as well the Italian Bankers that came from out of the Realm. Pope Gregory the tenth, called Curfini, as all manner of Jews, who did mightily op-press the Realm. To omit what other Kings have done, we know that Henry the 8 in the 37 year of His Reign made a Statute, whereby none were suffered to take above ten in the hundred upon loan, either for Wares or Mony: And this was repealed by the Statute of An. 5. Ed. 6. which afterwards being found against Policy was abrogated. So the Statutes of Queen Elizabeth did fucceed, which do tolerate the faid ten in the hundred, which are of such strength and continuance at this present, that King James himself, is contented to allow the said rate to the Londoners for some Moneys borrowed of them; wherein as I faid before) time and occasions do alter things, and as the case for the present standeth with England and Forreign Nations, we have Usury like a Wolf by the Ears, dangerous to be kept, and more dangerous to abandon the fame. I his Usury being indeed exercised to the poor or to the rich, without respect of damage ensuing, becometh intolerable: but in case of Interest, when time of payment is neglected in the State of Orphans in mutual hazard, or in hazard where thurs publick, timply to disallow it is to cut off all Trade and Commerce, or reparation of is allowable. damages, and to go about to remedy a mischief with a greater inconvenience.

The

I. Cos. de C. Uluris.

fury, which is much to be regarded, where the words are thus, as followeth. "We have thought necessary to make a general Law or Statute touching the quan-"tity of Usury, bringing the old, hard, and most grievous weight of the same, to a cer-"tain moderate stay or mean rate. Therefore We command those Noblemen that "are Earls, or their betters, that they do not make any stipulation or firm bargain "by any manner of Contract whatfoever, great or lefs, for Usury or gain to be had

The Law of Jultinian the Emperor, doth therefore moderate the course of U-

"above four in the hundred. Those that are guardians or governours over handi-" crafts-men, or places where Artificers do work, or else do use any lawful trade of "Merchandise; We will that they shall moderate their stipulation, or firm promise "taken in any bargain to eight in the hundred. And as for those that do adventure "their goods beyond the Seas, and put out their substance upon their own hazard; " fuch may lawfully demand by firm promise to receive twelve in the hundred, and " in no wife to take above that rate; although by the old Roman Statutes it hath been

" lawful to exceed. And we will that all other men shall take only fix in the hundred " above the principal, and the same quantity of excess in no wife to be inlarged in " other Contracts, where Usury is wont to be demanded without stipulation or cove-" nant made: Neither shall it be lawful to the Judge to increase the foresaid taxation

" or rate made, by reason of the Custom used in any Country, &c.

This Imperial Civil Law, having a regard to the quality of persons was duely obferved, albeit the lender of the Mony could have taken more, when the borrower would give it to serve his occasions, without this precise observation of the quality of persons. A matter considerable now adays since the West-Indies have been discovered, whereby the currant of Moneys is divided into many Countries, and runneth also according to occasions, and the Policy of States and Merchants. For the Toleration and Permission to deliver Mony at Interest, doth differ in the Rate in most Countries, taking in one place more, in another less, according to the Traf-

fick, and Merchants devices.

In Poland, Lituania, Prussia, and other Countries adjacent, when they do abound A Policy by In Poland, Lituania, Pruffia, and other Countries adjacent, when they do abound plenty of Mo- inCorn, Mony is commonly very fearce, and the price of Corn thereby much abated; at which time they will rather Tolerate or Proclaim the Moneys to be inhanced in price, or to be delivered at Interest after fifteen, twenty, and sometimes twenty and five upon the hundred for a year, or a leffer time; hereupon prefently, great store of Mony cometh from all places thither, which maketh the price of Mony to rife. Afterwards when many Ships are laden, and the Fleet departed from Amsterdam and other places, then the Interest beginneth to fall accordingly.

In the Low-countries it is lawful for a Merchant to take twelve upon the hundred for a year, and after the rate for the longer or shorter time within the year. But this rate may not be exceeded, unless it be upon some conditions of casualties or

adventure.

The Romans and Grecians made a difference, as hath been noted, according to the Law of Fullinian. But the taking of one in the Month was most usual, because Merchants were the most lenders. And this twelve pro centum is to be understood also to be Interest upon Interest upon Interest, wherein equity is to be observed: For this 12 pounds being delivered out again unto another, is pro rata as beneficial as the 100 & principal. Albeit in case of damage, when matters between men are grown litigious, and depending in fuits, then the Courts of Equity will account the whole time for the forbearance of the Mony, according to the years past, without any Interest upon Interest.

Politicians or States-men are to have a ferious confideration of the operation of this Usury politick, as a property inherent unto Mony, because that according to the rate of Usury men do measure all their actions by trade and traffick, or purchase, build plant and bargain in all things accordingly. And Usury is so inherent, and doth properly grow with the decay of traffick, as pasturage doth increase with the decrease of of Trade in- tilling. Whereupon the following confiderations are to be handled as matters of mocreateth Uti- ment, especially in Kingdoms and Common-weals which have no Gold or Silver

Difference of the rate of

Ufury.

ny.

Ufury a meafure of Mens actions.

man's of great value, but abundance of forreign Commodities returned for the great plenty and quantity of their home Commodities, wherein the high continual rate of Utury may prove more prejudicial than the abovesaid Policy of Poland, Lituania, of other Countries can be beneficial unto them. For we fee that generally all Merchants when they have gotten any great wealth with us, leave trading, and fall to Ufury; the gain whereof is easy, certain and great: Whereas in other Countries Merchants continue from generation to generation, to inrich themselves and the State; as we find divers renowned Families in Germany, Italy, Spain, and other Countries.

There was this last year a Tract against Usury presented to the high Court of Anno. 1621.

Parliament of England, shewing the inconveniency of the high rate of Usury after ten in the hundred, in comparison of the lesser rate of six in the hundred, taken in the Low countries, where Mony is fo plentiful: And upon this difference is a certain ope-

ration of Usury noted to be predominant over us, both in our Trade, and other affairs.

1 init it is alledged, That by reason of the high rate of Usury, not only rich Tradesgainst the
men give over Trade, but a number of beginners are undone and discouraged therehigh rates of
Usury. by, their industry serving but to inrich others, and begger themselves.

Secondly, That many Trades themselves are decayed thereby, because they cannot afford so great a gain as ten in the hundred, whereas if the rate of Usury were no higher than in other Countries, they had subsisted and slourished still, and perhaps with as much advantage to the Publick, as those that bring more to the private Advertures, which ought to go together, or elfe the Common Good of the State is feldom greatly advanced.

Thirdly, That by this disadvantage between fix and ten in the hundred, other Nations, and especially our industrious neighbours do out-trade and undersel us, for they almost double the use allowed, which we cannot by paying ten in the hundred; whereby also all contributions to the War, works of Piety, and Glory of State are better cheap to them than to us; as also the buildings of Ships or hiring of them, and

Fourthly, That above all the rest, it maketh the land it self of small value, causing the fame to be fold, so good cheap, that men do not feek by industry any more to improve them, which is plain both by example and demonstration. For we see in other Countries, where the use of Mony is at a low rate, lands are generally sold for 30,40, and some for 50 years purchase, being the best assurance, and securest inheritance which men have, and therefore bearing still a rate above Mony, which would increase if the rate of Usury did decrease: And consequently Labourers Wages and other dependances thereupon, which are therein more amply declared, the scope of all tending to have a moderation in the price of Usury.

Hereunto are certain Objections also alledged, and their answers, to maintain the Objections rate of Usury atten in the hundred with us in England; Albeit other Nations take to the modebut four, five, and fix, in the hundred, or 6; which is called rent after the penny rates of Ufixteen, for fix times fixteen and one fourth maketh a hundred, after the manner of fury. the Low-Countries.

The Objections are few in number. First, The long continuance of ten in the hundred, and things are well enough. Secondly, That sudden changes are dangerous. Thirdly, That Mony will suddenly be called in, and the borrowers be much prer diced. Fourthly, That Mony will be harder to come by, and Commerce much hindred. And lastly, That Merchant-Strangers Mony now going here at use, will be carried away again, if the rate of Usury should be called down.

he answer to the first and second Objection is, That the practice of Usury, hath Answer to not been fo generally used as it is now, when mens Consciences are hardened un- to the objeto it, without any scruple or indifferent consideration, whereby as in Bodies Natural, so in Politick, Diseases grow by the too much or the too little of a due Proportion in all humane actions. And the rule that Innovations are dangerous holds true, where the Body Natural or Politick is in perfect state of health, but where there is a declining, there to make no alteration, is a certain way to run to destruction.

To the third, that Mony will be fuddenly called in, it may be made or enacted, that the borrowers shall have two years time for the payment of the Mony he oweth, paying the Interest, and observing such cautions, conditions, and limitations as

may be thought convenient.

To the fourth objection, That Mony will be hard to be borrowed, it is well known that the high rate of Usury doth not increase in the quantity of Mony (whereof having plenty) causeth Commerce to slourish, and if Mony at Interest were called down, what will Usurers do with their Mony? They will not keep it by them as a clead stock, for either they must imploy it in Trade, purchase Lands, or lend for use at such

a rate as the Law will tolerate; fo that herein can be no hurt.

To the last and weakest objection, concerning the Mony of other Nations delivered at Interest here, it is demanded, Whether it be meet to have them to feed upon the Realm, and in process of time to carry out such gains thereby by multiplication of Interest. For to men of understanding in casting of accounts, it is plainly manieth incredible fest, that a hundred pounds managed at ten in the hundred, multiplies it self in seventy years (being the age of a man) to an hundred thousand pounds, and it is therefore compared to the Butlers Box: For even as men when they are at play, feel not what they give to the Box, but at the end of Christmass it makes all, or near all, gamesters losers: So there are not few which continue in Usury, that are not ruined. And so the faid Treatise concluded ten in the hundred to be biting Uusury.

But to apostrophate this discourse, and to remedy the matter, let us but procure to have plenty of Mony really in Specie within the Realm, together with the means used in other Countries in the lieu of Monies, as the transferring or setting over of Bills between man and man, the payments by assignment in Bank without handling of Monies, and Letters of Credit, or Bills of Exchanges, as you may find in Plenty of mo- this Book declared. For plenty of Mony will not only prevent, but also effect the benefits intended in the faid Treatife, making Usury to decrease in price, as in other countries where they are tolerated to take twelve in the hundred; and yet Mones are plentifully to be had, at five, fix, and seven in the hundred: Then will the Kings Customs increase, and Commerce slourish, Noblemens and Gentlemens lands be improved, Merchants and Artificers be incouraged, young Beginners be inabled, Labourers and quick imployment, and Usurers may have land for their Monies.

Some will fay unto me, confidering the Premisses, That to take ten in the hun-

dred of a rich Merchant indeed, or of any other that buyeth lands, or maketh gain by the Mony, is no biting Usury. Herein (to qualify the contents of this and the precedent Chapter) I note two confiderations for that purpose; albeit that it seemeth no Comma can be made (as it were) from the highest Climate to the lowest Center in regard of the litteral words, denounced by way of curse against Usury: For if on the one fide, you will take all Texts of Scripture so precisely as men do. without construction; as for example, Give to every man that asketh of thee, Be always glad, Pray always, and the like; and on the other side, so little regard them by large interpretations in taking great Usury, what confusion and disorder would this bring to the Common-wealth? Therefore to answer the question, I say, That consideration being had in your particular, and the Party who made benefit of your Mony, there is no biting Usury committed, and no hurt done, but rather mutual love increaseth: But if there be consideration had of the general, there is biting Usury committed, and even upon the poor and Mechanick People. For by your means (and others delivering Moneys at Interest) is the same incorporated into rich mens hands, whereby the meaner fort of people can have none to ferve their occa ons, but at very exceffive and abominable rates, and that upon pawn also: For your delivering of Moniesatten in the hundred, and under, doth enable them to take intolerable Usury of the said most meanest fort of People, as shall now be declared, where by they do (as it were) devour them; fo that in all Kingdoms they are provided for, but here, and until that be amended, your taking of ten in the hundred in

Interest which feem-

ny decreafeth Usury in price or rate.

Phil. 4. Luke 181

nature before declared, is a biting Usury, although it do not belong unto you to amend the same, but that Princes and Magistrates are to provide for it. For this is a biting, nay a very gnawing to the Bones of your Christian Brother with whom you ought to deal mercifully. As there are three forts of dealings amongst men, that Three forts of is, Gift, Bargaining and Lending; foure there three forts of men, the Stark Begger, men, and three is, Gift, Bargaining and Lending; four there three forts of men, the Stark Begger, men, and three is, Gift, Bargaining and Lending; forts of dealthe Poor Housholder and the Rich Merchant or Gentleman. To the first you ought inge. to give freely, not only to lend freely; to the fecond you ought to lend either freely or mercifully, and not to feed upon him with excessive Usury: But with the third you may deal streightly, and ask your own with gain, especially when he gaineth by your Money; using in all these a conscience with discretion.

CHAP. XII.

Of Intolerable Usury and Lombards.

HE apprehension of the continuance of intolerable Usury in England, is able to stupify a mans Senses; considering the same is so abhorred of Heathens, Turks and Barbarians, it being an evident token that our Hearts are more than sufficiently frozen over with the insensible Ice of Uncharitableness; because the Cruel devouring thereof may be so easily prevented: And then Usury Politick will not be biting. This intolerable Usury is affected by the Brokers selling old Apparel and Houshold stuff, which do take after divers rates, but all of them excessively, they being the fittest instru-ments to receive and buy stolen Goods, whereby all Thieves are incouraged, according to the Proverb, If there were no Receivers, there would be few Thieves. Most of these Brokers have their Money-masters, to whom they pay 20 in the 100, or 15 at the least; for some of these Money-masters pay themselves 10 in the 100 unto others, so that one thing driveth or inforceth another. Like as in a Clock where there be many Wheels, the first Wheel being stirred driveth the next, and that the third, and fo forth till the last that moveth the Instrument that strikes the Clock: Or like as in a Press going in at a streight, where the foremost is driven by him that is next him, and the next by him that follows him, and the third by some violent and strong thing that drives him forward, which is the first and principal cause of putting forward all the rest afore him; if he were kept back and staid, all they that go afore would stay withal. This is therefore called causa efficiens; and so is Usury Politick, unless the biting of it be hindered, as shall be declared.

The most favourable extortion by Usury upon Pawns of any moveable thing, is after 6 Pence for 20 Shillings for one Month of 28 days, which is about 30 in the 100 by the year, and two Pence for the Bill-money of half a Crown, or 8 Pence, or 12 Pence for the Bill-money of 20ss, which is more than the Interest; and this rate will be taken if it be for one Week that the Pawn be redeemed again; for the intent is always taken to be for one Month. And under colour of the Billmoney, there is for registring of the Pawns likewise exaction made since there was a Register appointed, who doth not take knowledge of the 20 part of the Pawns, but what they will declare.

Others do take 8 Pence for the Month or Week, with the like allowance for Bill-

money and registring, which cometh to above 50 in the handred.

The usual rate upon small things, is 12 Pence for the Week, or Month as aforesaid, and

this is fixty in the hundred; and with Bill-money above eighty; nay, there is taken the Shilling Penny by the Week of the Fish-wives and other Women selling small Wares up and down the streets, which is above 400 upon the hundred by the year, besides the Bill-money, what this cometh unto in divided small sums is incredible: This Bill is made to deceive the Law, and the form of it is: Bought of John a Stile one pair of Stockings, one Shirt, one Band, and a Hat for five Shillings, Witness my Hand the 10 of May 1622. Jo. a Stile. And fince the Register was made. much is pawned without making of any Bills: And not contented with this horrible extortion, they will let out for gain many of these pawns and so wear them out. or at least take the forfeiture of them, being sure to lend about the third and fourth part of the value: By these means devouring and consuming the Poor Housholder and Mechanical man, it being only the remarkable Sin of oppression by exaction noted in the Holy Scripture, for which the first World was Drowned.

The use of Lombards.

This caused Politicians or States-men to admit the use of Lombards in their Commonweal, to moderate this intolerable exaction of Usury, so called Lombards of certain Italians which came out of Lombardy, whereof Lombard-street yet beareth the name since Henry the Third his time. These Lombards did take also extream rates of 20 and 25 upon the hundred, as the Jews did, and of late years they have been (by Publick Authority) admitted in Lombards of the Low-Countries to take after three Halfpence a Week for the Pound of 20st. and one Penny for the Bill, but not to be bound to pay for the Month, which was also a great rate: Wherein they were compared unto Retailers of small Wares, as Chandlers and such like, which may get 25 and 30 in the hundred upon Wares fold by Retail: And these men were the Retailers of Money, and had allowance accordingly, which in the Low-Countries were almost in every City, and payed for it an yearly sum of Money to the States. But now of late all this kind of People is put out, and there are Pawn-houses, called Houses of Commerce erected; where the borrower pays but after 10 in the 100, and some allowance towards Charges, under the moderation of the Justinian Law, and this is declared to be done for the reasons following.

Houses of Commerce.

> That the intolerable Usury committed by the Lombards might be prevented. That the Pawns should not be worn or used, but fafely kept, to be by them reflored at all times, having men and women to look unto them.

> That the use of twenty Shillings for one Week is but one Farthing 3 parts towards the payment of Ware-houses and House-room, keeping of the Pawns, and entertains

ment of Servants Wages, and others to manage the same.

That almost the value of the Pawn may be had thereupon, if the borrower will defire it one Years time and fix Weeks confidered, with the Charges : During all which time he may redeem the same, and pay but after the rate. But after the expiration of that time, then the Pawns to be fold in a publick Outcry by a Sworn Officer to be appointed by the Magistrate: And whatsoever is made more thereof than the principal Money borrowed, and the Charges, to be restored unto the Party, or him that bringeth the Ticket, or to their Heirs or within two years to the Magistrates, if no man claim the same, to be distributed to the Poor.

That stolen Goods may by these means be detected, and I hievery decrease, and

mens lives preserved for the good of the Prince and State.

I hope no man will deny, but this is a commendable course taken for the comfort of the common People, that by intolerable Usury they be not destroyed, but as necessary fary members of the Common-wealth, they may live in their vocation and profession. Surely the famous City of London is worthy of perpetual commendation for the education of Orphanes.

But if an Orphane come to be an Housholder, and liveth honestly by his handy work and labour, and liath thereby gotten a little Estate of 30 or 4028 in some years, and then being visited with Sickness (whereunto all men are subject) he is constrained to Pawn his Goods or Substance unto these Uncharitable People; what a miserable and pittiful thing it is to see his Poor Family undone by these means (as it were) in a moment, lofing that which with great care, labour, and fweat of his brows he hath been gathering for many years together? God is my Witness, that the consideration hereof hath moved my Soul with Compassion and true Commiseration which implyeth a helping hand. For it is now above twenty years that I have moved continually those that are in Authority, and others that have been, to be pleased to take some course

to prevent this enormity.

Some that God hath called, either void of Charity, or feeking Privatum commodum, have been remiss to further the same, and forasmuch as I am (in a manner) hopeless of any success; and that it behoveth me being stricken in years to number my days, I thought convenient to publish the last Project and Offer, which hath been made to the same effect two manner of ways, wherein I have spent time, labour, and no small charges in hope that hereafter it may do good to the publick, Pawn-houses. if some Divine be moved to further it. The first is according to the manner of Amsterdam, to which end the substance of the Petition of Honest and Religious men his Majesties Subjects, is as followeth.

First, that Authority be given to A. B. to erect Pawn-houses in all convenient places of the Realms of England, Ireland, and the Dominion of Wales, for and during

the term of one and twenty years, upon these conditions.

That all person and persons shall and may have at all convenient times Moneys upon pawns, of or upon all moveable Goods, Chattels, and Leases, or any thing which shall be agreed upon, after the rate of ten upon the hundred by the year.

That the Undertakers may be Authorised or Licenced to take for the Attendance. Labour and Pains, recompence of Officers and Servants Wages, House-rent, and all other charges incident thereunto, as followeth.

For regultring and keeping of all Pawns that do amount to fifty pounds or more,

one Farthing for every Pound by the Month.

For all Pawns that do amount to ten pounds or more until fifty Pounds, for every Pound one Half-penny by the Month.

For all Pawns that do not amount to 10th, for every Pound one Penny by the

Month.

For every bill given for Pawns under ten Pounds, one Penny, and being of ten Pounds or above whatfoever it cometh unto, but two Pence, with fuch Clauses, Conditions, and Cautions as shall be requisite for the Security of the said Undertakers, and agreeable with the Laws of the Realm of England, paying unto the Kings Maiesty a reasonable sum of Money yearly, &c.

The said allowances are inferiour to the moderation of the Emperour Justinian his Laws, and will be found very reasonable, considering, that by the toleration of Usury Politick men can deliver their Moneys in very great sums at ten in the hun-

dred freely, and without fuch trouble.

CHAP. XIII.

Of Mons pietatis, or Bank of Charity.

HE fecond mean to suppress the biting Usury of Extortion upon the common People, is by providing a course, that they may have Moneys upon Pawn without paying any Interest or Usury for the Loan of it, according to the manner of Bridges in Flanders; which is more pleasing, but it is not so universal as the Pawn-houses are, where great fums are to be had to Accommodate Merchants and all men, to prevent the

general abuse: Albeit it cannot be denied, but that the Extortion upon the meaner fort of people is more hainous and detestable; which was the cause that by the Laws of the Romans, he that took Usury of the Poor was more punished than he that did

Steal from the Rich, as is before declared.

In Italy there are Montes pietatis, that is to say, Mounts or Banks of Charity, places where great sums of Moneys are by Legacies given for relief of Pocr, to borrow upon Pawns, and to pay only after three or four in the hundred at the most, to maintain the Officers, and to bear the charges of fuch an erected Mount for ever. But the manner of Bridges, as aforefaid, may be thought more reasonable, paying the Officers out of the Contributions, which by their means may be much increased, according to the orders which are hereafter declared; for every man is willing to give for the sup-pression of intolerable and abominable Usury. The Rich (that are Charitably disposed) will give, because Usury Politick should not be biting; the meaner fort of People will be contributary, because of the commodiousness of it; for who will not give fix pence or twelve pence every quarter of the year, when he may borrow a reasonable sum of Money without paying any Use for it, for one year or a longer time, according to occasions? I am fure of most mens inclinations, by an attempt made of the practice hereof some years since: For (after the Names taken of above 1500 perfons that were willing to contribute yearly, and some Divines and others that would lend freely 50th, 100th, or more for some years, and some 500th) I made an alphabetical Register of them, which was delivered into the hands of a great Personage, who (as it feemeth) was not worthy of the honour thereof; but to my remembrance it amounted to some 2000% for Moneys given and to be lent, and above 600% yearly during the Lives of the Benefactors; so that no man hath cause to doubt of the collection of a great stock for so Godly a Work, if Authority were had when this was done, upon the only hope and surmise thereof: To the affecting whereof, I will be willing still to do my best endeavour. Now the Orders are as followeth.

Orders to be observed for the Government of the Mount of Charity, consisting of two Houses within the City of London and the Suburbs thereof, and one House at Westminster; where all men may borrow Moneys in small sums, without paying any Use or Loan for the same, upon Pawn to be delivered for Caution or Security of the said Moneys according to the manner of Bridges in Flanders, and other Countries.

I Mprimis, That all men of what Quality or Condition foever they be (being destitute of Money) shall have Money at all convenient times without paying any Use or Loan for the same, but delivering only a Pawn of any moveable thing, so it be not above forty Shillings at any one time, until a competent stock be raif-

ed for the maintenance of the faid Mount of Charity for ever.

2 Item, Whereas the faid stock is raised, and to be increased by means of Charitable and conscionable persons (which either do freely lend Moneys without taking Interest for the same, or do freely give in Money and yearly Contributions, according to their vertuous disposition, which Moneys may in progress of time amount to a notable sum (the Treasurer General therefore shall be a man sufficient, and of honest behaviour, careful to appoint Sworn honest men (upon sureties) to collect the said Moneys, and for keeping of the Pawns, with their Clarks and other attendants: And the Surveyor of Accounts shall be a man diligent and skilful in Accounts, all for the better incouragement of the said Charitable givers and free lenders, for the advancement of this Charitable Work.

3 Item, Whereas the like House called St. George, was heretofore erected at Genous in Italy by Noble Knights bound in Honour to see the People relieved from Oppression, biting Usury and Extortion, which by all Vertuous Knights is at all times approved and commended; There shall be kept one pair of Tables in every House, containing the Names of such Honourable Persons, and Vertuous Knights as shall be yearly Contributaries (by quarterly payments) during their natural Lives, or lend any sum of Money

Moneys to be given to suppress Usury. (gratis) for a time, together with the names of such well disposed persons as by their Wills and Testaments do bequeath any sum of Money for the maintenance of

this Pious Work, in perpetual remembrance of the faid Benefactors.

4 Item, That the faid Officers shall use their best indeavours, by all good means to move all well Disposed and Charitable Persons, to be Givers, Lenders and Contributaries for the increase of the said stock, especially when men are Visited with Sickness, to the end that by their last Wills and Testaments, they may be moved to further this Godly Action for the continuance thereof for ever.

5 Item, That the Lord Mayor of London (for the time being.) may have yearly inspection of the Collections and Accounts of the Officers of the said Mount of Charity, at a day by him to be appointed, to see the due Execution and Administra-

tion of the stock aforesaid.

6 Item, That the Clerks and other Officers in place, shall attend the said Houses from six a Clock in the Morning, until eleven, and from two of the Clock in the Afternoon, until seven, beginning (yearly) from the 25 day of March until the last of September; and afterwards to begin but at seven of the Clock in the Forenoon, upon pain to be displaced.

7 Item, That no man shall offer to pawn any moveable thing, having Life, or being subject to manifest corruption, or pesterable Wares of great bulk; but only things of Wooll, Linnen, Silk or Hax, Hemp or Tow, and such like, or Pewter, Iron, Brass, or any other Matter Metallin or Mineral; or of Gold, Silver, Copper or Precious Stones.

8 Item, That all Pawns which shall be pawned, shall be taken as fold in open Market or Shop upon the conditions following, with the consent of the Owner or lawful Bringer thereof; and so shall not be subject to be recovered of the said Offi-

cers, by any fraudulent dealings.

of his Pawn; that is to fay, if the pawn be worth twenty Shillings he shall have fifteen Shillings, and so after the rate; provided it do not exceed the sum of forty Shillings at any time, as above said.

to Item, That the same Pawns shall be safely kept for the time that the same shall be pawned, without detriment or hurt, be it for one Month, two, three, or more Months, not exceeding the time of one year, without new License had for the same.

Owner, or put in trust to pawn the same, shall declare their names to be entred in the Journals and other Registers, and bring an Avoucher (if there be cause of suspicion that the Parties are Felons, or Accessaries of Felony) in which regard the said Goods shall be staid for 24 hours, to see whether any person do claim the same.

12 Item, That every person which doth pawn any thing shall take a ticket containing the date of the time and year, and the sum of Money lent, with the private mark of every House, thereby to redeem his Pawn at all times at his pleasure.

Officers and Mens Wages, and other charges incident for the due Execution of the premisses every person borrowing a Crown or five Shillings, shall give for his Bill or Ticket a Farthing, and for ten Shillings one Half-penny, and for twenty Shillings one Penny Monthly, and for a greater or smaller sum accordingly, until such time that the stock be encreased to such a competent sum as may countervail the said charges, and supply the necessary occasions or wants of the borrowers, to be declared hereafter.

1.4 Item, That all Pawns which do lye above one year, being not Licenfed to remain for longer time, shall be fold by a publick Officer in open outcry every quarter of a year, the said Officers to be appointed and sworn by the Lord Mayor of London for the time being, or by two Justices of the Peace at Westminster, and the surplusage of the Moneys which shall be made more of the said Pawns than the Money lent thereupon (after charges deducted) shall be restored to the Owners or known Bringers of the said Pawns, or to their Heirs, Administrators or Assigns, within a Month after Sale made of them, (upon demand to be made) and by default of the said Heirs, Administrators

or Affigns, to be delivered within one year after; to the faid Lord Mayor, and Justices of the Peace, and to be distributed (by their Wisdoms) to the Poor.

15 Item, It shall be lawful unto the said Officers, to restore to the right Owner any Pawn which hath been Feloniously taken, upon sufficient proof made, if notice was given before the registring thereof; and if notice was given after the faid registring or Pawning, then to restore the same upon payment of the Money bor-

rowed thereupon, and charges.

16 Item, It shall be lawful for the Treasurer General, and Surveyer, with the confent of the Lord Mayor of London, or two Justices of the Peace at Westminster under their Hand Writing (when the faid stock is increased to a greater sum than shall be needful for the maintenance of the said Mount of Charity) to give some relief unto fuch Prisoners as are committed for debt in the several Prisons of their Turisdiction; be it either for their maintenance there, or (after they have been one year in Prison) towards the composition which they shall make with their Creditors, fo as the faid gift do not exceed the fum of ten Pounds, towards every 100ff, which the faid Prisoners are indebted, if their good behaviour and likelihood to do well shall deserve the same.

Quod gratis accepimus, gratis damus.

CHAP. XIV.

Of the true Calculation of Moneys delivered at Interest.

HE Act of Parliament concerning Usury made in the 13 year of Queen Elizabeth, declaring that Usury is forbidden, and contrary to all Divine and Human Laws, doth by way of toleration admit, that whosoever shall deliver his Money at Interest after the rate of ten in the hundred, for the year, shall only be in danger to lose that ten in the Hundred, if any man by Information, Plaint, or Bill will fue for the fame: But if it be above that rate, the deliverer of the Money shall lose the principal Money, and incur other penalties; and this Statute may be pleaded in Bar, and is to be construed against him directly and indirectly. Wherefore all men delivering Money at Interest, must be very careful how they make their Contracts, because many mislakings may happen, for that all Council Learned in the Lawsare not good Arithmeticians in the Calculation of this 10 in the 100, which is the ground of those Contracts; infomuch that by the strict rules of the said Statute, the Contracts being found Ufurious and to exceed the rate, are not only void ipso facto, but the Principal and Interest is also lost. This Statute hath relation to the Act made by King Henry the Eighht, and the words be in effect as followeth.

None may have, receive, accept, or take, for the lending or forbearing of his or their Money, for one whole year, or for a longer or shorter time, or for a more or less sum, above

the rate of ten Pound pro cent. yearly. 37. Henry the Eighth.

Forasmuch as some men, accuse the makers of this Statute to have committed to the Statute fome abfurdity, it will not be impertinent to clear the fame: The Statute (fay they) giveth ability unto a man, to take one way ten Pound ten Shillings, or more, for the use of one hundred Pounds for one year, being delivered out for two years; and another way he cannot take ten Pound five Shillings and lefs for one year, but he shall be within the compass of the Statute. But if they had a due consideration that time is properly the Judge hereof, and that they could not make the faid Statute, without

An objection of Ufury.

the limitation of a time certain, they would not find any abfurdity therein, for it was

impossible to make it otherwise more certain.

To make this evidently appear, and of necessity, Time is herein Efficient and A-Time begetctive, and the rate of 10 pro 100 politive and passive; let us suppose that you do deli- eth Usury. ver at Interest one hundred Pounds for three Months after ten upon the hundred, you may lawfully receive at the three Months end two Pounds ten Shillings for your Interest, and continue the hundred Pounds again for other three Months by a new contract or agreement, and then receive again 2th 10st. continuing in this manner for the whole year by four feveral agreements, whereby you do receive three parts of your Interest at several times; which Interest you may put out also at Usury, and so take above 10 pro 100, without incurring the danger of the Statute, because your agreements have from time to time altered the property of the Interest-Money which you Agreement did receive, and was begotten in time according to the Statute, and that which was altereth the before another mans, is thereby become yours, and thereof you may dispose again. But lie-Money by if you do deliver out 100 from the beginning for one whole year; then you cannot time. have but 1088 Interest for the same, at the years end, with your Principal, for the property of your 1088 is not till then altered by your agreement. Thus is it with Moneys delivered for a shorter time.

In like manner is it for Moneys delivered out for a longer time: As for example, one delivered out an hundred Pounds for four years, for the which at the 4 years end he can receive but 1408: But if he had delivered out 1008 for one year, he may at the years end receive 10th for Interest, and continue the 100th again for the second year by a new agreement, and then receive another 10th, and fo for the third and fourth year. Now whereas by reason of his several agreements according to the time, he hath altered the property of Interest-Money, and received 108 the first year, he may put out again this 108 as his own for another year, and so have Interest thereof 208, whereby he receiveth 1188 the second year, which being put out the third and fourth year, will yield him accordingly in like manner for the 10% received the fecond and third year, which will yield him after the same manner accordingly; so that he shall have above 1468 being thus delivered out, the body of his sum still remaining whole, and being only distinguished by Time, which maketh the difference. Again, let us suppose that the 100th were delivered out from the beginning of sour years, to be repaid by 2588 a year, and the Interest; it followeth proportionably: that the first year he is to receive 278 10st the second, year 30st; the third year 328 10st, and the 4 year 35st, which maketh all but 125st; add to this the Interest of 258 received in deduction of his Principal three years before the time, which is 78 108 and of 258 more in like manner for two years, which is 588, and of 2588 more for the third year, which is received one year before the time, which is 288 108 all is 1588, which together with the 12588 maketh the faid sum of 1408. But when Moneys are repaid in this manner, as it were by way of anticipation, then the body of your sum of 1008 is divided, and still Time and interest must concur, for the Interest is begotten by time. For you may not deliver out 300th for three years, to be repaid 100th yearly, and receive the first year 130th, the second year 120th, and the third year 110th; but you must receive the first year 110th, the fecond year 120th, and the third year 130th, because you have not forborn your Money for any longer time proportionably, according to your contract and agreement; and the property of the Interest Money is not altered effectually, according to the Law, for 10 procent. for a year is the Cubick Root, which doth increase and decrease both The property ways accordingly. Yet some will say, Suppose that I have 30008 in Money to de-of the Cubick liver at Interest, are not my 3000% worth 300% at the years end, and may not I lawfully receive that 300%, and any part of my Principal, and continue the rest for another year, and so do the like for more years? Who doubteth thereof? So that you do make new contracts or agreements from year to year, whereby the property of the Interest-Money becometh effectually altered, according to the Law, as aforelaid, your Money from the beginning being delivered out but for one year: But you do de-

liver your 30008 from the beginning by one fole Contract and Agreement for fix vears, to be repaid yearly by 500th, and receive 550th the first, that is to say, 300th for your Interest, and 250th for part of your Principal, as it may be construed aguinst you, then do you incur the danger of the Statute. For in this (which is for a more fum, and a longer time) there is the like reason as there is with a less fum and a thorter time, as by the former example is declared.

And as there is more gain when Money is delivered out for three Months, or less time, and so continued from time to time within the year, than when Money is delivered out for one year; so is there more gain when Money is delivered out for one year, and continued by new agreements from year to year, than when it is originally delivered out for fix or more years, agreeing with the rule of Geometrical

delineation, and Arithmetical Proportion.

The rule Quadrant, Principal

Time. Intereft.

And the rule Quadrant, or the Golden-Rule of Arithmetick proveth unto any man of understanding, that in Calculation these four things must concur: First, you may find out by your Interest Money and the time, after ten in the hundred for the year, what the fum was which was delivered at Interest: Secondly, at what rate according to the time fuch a fum was delivered: Thirdly, the time for which it was delivered at fuch a rate. And Lastly, what the Interest-Money was for the sum delivered, according to the time; and all these (Posito in any one sum for all) will manifest the delivery of an hundred Pound for one whole year of twelve ordinary Months; after the rate of ten in the hundred, if it be so delivered out: For by inverting, post-pounding, and supposing all must produce these just and positive sums, whereby you may be assured whether you term your Money delivered out, according to the Art and Rule of Arithmetick, the principles whereof are infallible, or whether (being deceived therein) you have unawares made an Usurious Contract, as many do ignorantly.

Auditors, or Calculators.

The Civilians, especially Benvenuto Straccha, termed those which we call Auditors or Accountants Calculatores, which indeed are to be very judicious in matter of Account, as skilful in the Accounting, able by politions to find out hidden fums; for it falleth out many times in Princes Accounts, that fums are named which have relation to other fums, and must by suppositions be found out, and can be done as they say Calculando. For example, a sum of Money is delivered out for three years, every year to be paid, whereof the first sum (Posito) is 500th, and the fourth or last sum is 665th 10s. Between these two you are to find two sums proportionable: Multiply 500 within it felf is 500000; with this multiply the 665\$ 10\$ of the Product, take your Cubick Root is 550 for the second sum; now to find your third sum multiply 665 10 with 550 is 73200. Your Quadrant Root is medium between 2 and 4, being 605; and so you have your fum, and the Interest you find to be 10 pro cent. The like for five, fix, or more fums, which by Geometry is yet more easie.

Reduction of Malvadies into Ducats, Shillings and Pence.

So we find that for matter of divition, to reduce millions of Malvadies in Spain into Ducats without much division by 375 Malvadies for the Ducat, and then the Shillings and Pence of Ducats made in Bills of Exchanges. Take † part of the fum, and the overplus if any be, put it down for Shillings and Pence, then in like manner take † of that fum, and again † of that fum, and lastly † of that fum, being 3 derived from 1/3; and you have your Ducats, Shillings, and Pence of Ducats in Untratto, as the Italian faith: In like manner divide by all the numbers contained in the Table of Multiplication, for 42 take + and + for 63 take + and + part.

and so of all the other sums; for fix times 7 is 42.

TO THE MARKET OF THE PARTY.

CHAP. XVI.

Of Usurious Contracts.

Need not to make double inculcation against Usury, for the Civilians have

been so precise in the description of Ulurious Contracts, which Dr. Wilson Dr. Wilson de hath noted, that it is hard for any Merchant to escape the censure of being Usuris. an Usurer, albeit not in danger of the Statute; which is very necessary for all Merchants to take notice of. But he concludes, That where there is no lending there can be no Usury: Wherein he maketh a distinction between Mu- No Usury tuum, Locatio, and Commodatum; declaring Mutuum to be where my Goods are without made thine; Locatio, where a thing is put forth or letten to hire, the property still remaining in the owner, who beareth the adventure thereof; and Commodatum, to be a letting or lending, without alteration of the property also but free without any gain at all, where for hiring again is taken; and so he makes a description of Usurers, if they deal in manner following.

If any Commodity be fold unto any man, who buyeth the fame by means of a Broker, or otherwise, to make a shift, and to sell the same instantly to make Money of, to supply his occasions, losing thereby (as he must of necessity) the seller of this Commodity is an Usurer. In this case, if it be proved that the said seller doth buy, or causeth the said Commodities to be bought again directly or indirectly, the Statute against Usury will take hold of him, and that very justly.

I do borrow of a man 100th for three Months, promising to give his Wife a Satin Gown, or an ambling Gelding, hereupon he forebeareth his Money for many Months more without Interest, it is Usury.

I do bind my Land (worth 20th per annum) to a man for an hundred Pounds in Money for a year, and do not pass it by bargain and fale, if the Creditor do take the revenues and his principal, it is Usury.

Be it that a man lendeth 100% freely, and hopeth assuredly to have some thankful recompence at the years end, this is Mentalis Usura.

What if one lend Money in hope to get an Office, this is also Usury.

If one lend a man Money for a certain time, because the same man should speak a good Word for him, or do him a certain pleasure, it is a ruled case, That for-fomuch as a covenant is past, it is Usury.

I do lend you one hundred Pounds, that you shall do as much for me when I shall demand it of you, this is Usury, because a Contract is simply made without any addition of time appointed, whereas if he asked so much at the years end, then it had been no Usury, but permutation, when one good turn is done for another, and the time known certain.

A Lord doth lend his Tenants Money, with this Condition, That they shall plow his Land; if he do not pay them for their labour but with the use, it is Usury!

I would borrow, and one felleth me Wares for more than they be worth by the half; the seller is an Usurer.

I do fell Commodities unto a man for fix Months, at a reasonable price, and asterwards he payeth me in ready Money, deducting the Interest for the time after the rate of ten in the hundred, this is Usury.

The Father in Law lendeth his Son a fum of Money, and taketh in Pawn the possession of the Dower, and converteth the fruits thereof to himself for the love

of Money; this Father in Law is an Usurer.

I do lend an hundred Pounds to my Friend for ten years freely, not to pay a Penny of gain all that time if cither of us do die: But if we both live together till that time,

Ulura Expli-

then he pay to me after twelve Pound in the hundred for ten years past: the Law faith, that the peril which may happen doth not excuse me from Sin, but I am an

Usurer, for the time is not proper.

A Merchant lendeth to a Corporation or Company 100th, which Corporation had a Grant by Statute, that who foever lendeth fuch a fum of Money, and hath a Child of one year, shall have for his Child (if it live to 15 years of age) 500% of Money: But if the Child die before that time, the Father to lose his principal for ever. The Law faith, If I lend purposely for gain, notwithstanding the peril, I am an Usurer.

I know an honest Artificer oweth to a Draper 40th to be paid at fix Months, I come to the Draper and shew him, if he will take 30th in hand, I will pay so much for the Artificer, if he will turn the Debt over unto me; herein I am an Ufurer

in feeking to anticipate the payment.

One buyeth a pay of three or four hundred Pounds, delivering 15\$, for every 20%, here is a cloaked lending under the colour of buying, and therefore Usury

Ofura Palliata called Palliata, for he did hope for gain.

I do buy a mans Bill of 1008 due three Months hence, and give unto him in present Money 95th; here, although a bargain and sale seem in shew, yet it is a lending, and therefore Usury.

I do bargain with fome to have fo many Oxen and Kine within four Months, to have them better cheap paying the Money before hand; this is Usury if the

Parties had not Oxen or Kine at the time.

I do buy certain Geldings to have them delivered at a certain Fair, for less than they were worth; I am therein a Usurer, if I be sure that they will be more worth at the time of the delivery.

I do deliver old Wheat to receive new; if I do deliver the same for gain, and

affure my felf of benefit, I am an Ufurer.

I do fear the fall of Money, and therefore do deliver my Money to another man. to have as much at fix Months after, according as the Money was then currant

when I paid it; this is Usury.

1 feek an Office, which I cannot have except I do pay a certain sum of Money; to avoid this payment I do lend for two, three, or four years, a gross sum, because I will not pay the faid Money; in fo doing is Usury.

I do Pawn an House with an Orchard for certain Money, the Creditor hath the

benefit of my Ground and House; he is an Usurer.

A Gentleman hath a Mannor stocked with 30 milch Kine, and 700 Sheep, valued at 300 marks or thereabouts, as they are then to be bought and fold; this Mannor he would let out with the stock for 10 years, to receive the old rent of his Mannor, and 30th yearly besides for his stock, and at ten years end, either to have at his own choice his Cattel of like goodness and value as he did let them out, or else 2008 in Money. Here there is first a lending, because the Farmour hath property in the Cattel. and may alter them as he lift for his best avail, paying his yearly rent for them, and re-Moring so good Cattel at the ten years end as he before received. Again, he must anfwer the Cattel at ten years end, and pay rent yearly for ten years, although the Cattel die all the very first year. So that this Gentleman (seeking his certain gain and principal to be safely returned unto him) is a Usurer colourably.

Lastly, to deliver Money by Exchange upon Bills of Exchanges, intending any

gain thereby any manner of ways is Ulury, and all the premisses are Usurious acts.

although many not in danger of the Statute.

Now divers Merchants and others will say, That then there is no dealings between man and man, and all Traffick and Commerce is overthrown: For (fay they) here is Phothing excepted, wherein any man can deal, and all other Nations do continually maintain their Negotiation and Traffick, by delivering Moneys at Interest and by Exchange, and will not be ruled by our particular direction in the course of Traf-ffick thereupon let us also note what lawful Contracts are, before we conclude.

CHAP. XVI.

Of Lawful Bargains and Contracts.

E have already noted where a man may take a benefit for his Money two manner of ways, which is ex damno habito, where he hath fustained a loss, or ex lucro cessante, where his benefit or profit hath been taken away or prevented for the want of his Money, which he might have bestowed in some Wares to furnish his Shop at convenient time, and in both these the Party is not Active, but Passive.

I do buy Land of my Friend for a certain fum of Money, and of like value to the Land, with this condition, if he bring me the Money again at any time, he shall have his Land again; I being Lawful Owner of this Land by Bargain and Sale, may fafely enjoy the Fruits and Rents of the same Lands without any suspi-

cion of Usury.

Another cometh to me, and would borrow a thousand Pound in Gold and as much in Plate for a shew, to declare and set forth his Wealth the more to the World when it is feen in his Shop; in this case I may take Usury.

An Apothecary lendeth to the Physician 100 & the year freely, because he shall

fend his Bills of Receits to him and to no other, this is no Usury.

I do buy Timber, Brick, or Stone of a man to deliver the same at such a place, at fuch a time, and to pay him for the same, I do borrow so much upon Usury, if the faid man do not perform with me in delivering the faid Timber, Brick or Stone, yet is he bound to pay me that Usury truely.

A Corporation taketh 100% of a man, to pay him eight in the hundred during

his life, this is no Usury, and so for all Annuities during life, for the principal is

never to be reflored again.

A mightier man than my felf, withholdeth through force a portion of Land from me, I am loth to try the Law with him, because he hath the Law in his hand; and I offer to lend him 500th for a year or two freely, so that I may have mine own without further trouble or vexation: This is no Usury, because I receive but mine own quietly.

I do borrow 100% for a year, promising at the years end to lend another 100% for it, for the same time; this is Permutation.

I take the peril upon me of the Carriage of a great Mass of Money; I may

lawfully take Portage Money for my pains, and this is no Usury.

I am surety for one, and pay the Debt, paying Usury for the same Money; Ext. sidejussor the principal Debtor for whom I was bound, is bound to pay unto me the Usury, C. 1. 62. and the payment unto me is no Usury, for I receive but mine own.

A man by Testament granteth a Legacy, and Willeth his Son to pay the Legacy, and so much (Nomine pana) for not paying it: The Law saith, the Testator may charge his Executors or Heir under penalty to pay his Legacy, and the same is no

Ulury.

But if the Testator should say thus; I Will that my Son or Executor shall pay for every Month that they are behind hand so much, and so from Month to Month till it be paid; This is Usury, say the Lawyers, because the time is mentioned and peined: Wherein Baldus is absolute.

The conclusion of all the premisses is most in things Passive; and buying and

felling is left only between men with certain cautions.

Sayling thus dangerously between the two Rocks of Scylla and Charibdis, with the Ii 2

great tempelt about Usury, looking that the bright and fortunate Stars of Castor and Pollux should appear to bring a calm in detestation of all Usury: Lo, an universal and perpetual Princely Contract of Commerce is brought forth, grounded upon Traffick and Usury, yet with a Religious care to prevent the biting Usury upon the Poor and honest Housholder, and to be a means to maintain Peace through all the whole World in the matter of Traffick and Commerce: Notwithstanding the several and particular Quarrels and Differences between Princes, which is very considerable and admirable.

CHAP. XVII.

Of the universal and perpetual Princely Contract of Commerce.

HE particulars of this Princely Contract of Commerce (being compiled by certain Politicians of divers Nations) was exhibited unto the Kings most excellent Majesty, in the year 1608, by a private Gentleman in the Dutch Tongue, and commanded to be delivered unto me, to Translate the same into English: But I found the Originals to be in Latin and Italian, and partly in French, as it had bee prepounded in divers Countries unto other Princes which had subscribed thereunto, intending to have kept a Copy of it: But on a sudden being deprived thereof, I did instantly set down the substance following of it, to the admiration of the Gentleman, and contentment of some of (then) my Honorable Friends. And because it is not like that it should come to any universal conclusion, I have thought convenient to make the same publick, manifesting thereby, that Usury Politick is like to continue in all Countries. To the end we may therefore prevent biting Usury upon the Poor, by the Charitable means of Pawn-houses or Mounts of Charity, as aforesaid.

Substance of the sole universal and perpetual Contrast of Commerce, or united Society of Knightood to be made between all Princes, and one private person, for the surer maintaining of Peace amongst Christians, and increase of Trassick and Irade through all the World, grounded upon Jus Gentium, by the Articles sollowing.

The Contract or Covenant to be made with seven Qualities of Persons, Emperors, Kings, Princes, Arch-Dukes, Earls, Knights and Gentlemen, among which some Merchants are comprised, in all not exceeding the number of an hundred Persons, with the Poor to be reckoned for one, as being so many stakes, wherein Seigniories, Commonweals, Societies and Orders shall be accounted for one also.

Every stake to be from 25 thousand Crowns of 5/5 Sterling, until an hundred thousand Crowns a stake; wherein Emperors and Kings may not exceed three hundred thousand Crowns; Dukes, Earls, and Commonweals two hundred thousand

Crowns a person.

No man to be advanced to this Society but for his Deferts or Wealth, or for both; wherein but one of the Kindred to succeed the Father, or the nearest of Consan-

guinity by default of Sons.

The Perfons in every Kingdom (befides the Prince) to be two or three of the Noblest or Greatest in Government, every one a stake, and the Master of Counting Houses for a stake serving gratts, or some other Merchant.

Thefe

These Houses of Exchanges to be in all places of Peace or Security, and in all other places, as it were dangerous to be governed, and served by correspondencies, which may be in number seven or nine to one stake, and so augment their stock by their credit and means accordingly; receiving a proportionable gain of the benefit procured by their imployment, without any other use or consideration for their Moneys.

The Moneys delivered to the Society for the flock, to remain for ever by way of donation, only the revenue yearly from time to time to be paid to the Parties, their Heirs or next of the Blood, or to their lawful Assign, or by default (after a time)

to the Poor.

The Persons advanced by deserts, and without Money brought in, shall for their stake, or so much as is wanting (within the time limited) allow ten in the hundred, until the same is raised by the gain, which is offered by sour or sive years revenue

to be done, or by deduction of fix and one fourth part per annum.

No man for any Criminal offence shall by way of forfeiture lose his stake, or for any misdemeanour hinder his Posterity to enjoy the revenue thereof, but lose his voice, wherein every man is equal. And moreover, for a simulation as the Society may be hindred thereby, defalcation (by suspence of payment) shall be made, until reparation made thereof unto the said Society at their pleasure.

paration made thereof unto the faid Society at their pleasure.

No Executor, Administrator, Surveyor, Curator, or other Persons or Assigns are to meddle with the Premisses: But for want of Issue or ob intestato falling upon Children under years, or Women, to take the Accounts and revenues according to the

rate of others, without any other Account to be made.

All controversies arising between them of the Society for matter of Traffick, to be decided by the Master of Counting Houses, with their Council of Assistants to be appointed unto them, without any appellation or remove to any other Court or Jurisdiction whatsoever.

The Prefervation and Assurance of the stock and credit, is by the Authority and Confirmation of Princes and Commonweals; who notwithstanding particular differences are generally inclined to maintain Traffick, as the Soul of their Wealth and Estates; so that the said authority (because of the Protestion thereof, by the Law of Nations) shall be Corroborated for the defence thereof, by their Association under their Hands and Seals, in unity of Covenant (which one private Person of the Quality hereaster declared) in seven Tongues, whereof every Prince in his own Language for Subscription, is once to have precedency, and after that without any Ceremonial or Politick Observation to be used indifferently.

To which end the faid Princes and Potentates are to renounce all Laws, Priviledges, Exceptions or Immunities, of what high Nature or Dignity foever to the contrary, and to make approbation of this Contract by their Parliaments or Highest Court

of Jurisdiction, in the best manner that can be devised.

Every person of this Society to be free and exempted of all Impositions, Taxes, Customs, Subsidies, Lending of Moneys any manner of ways, or any Charges; as also Masters of the Counting Houses, which shall not be permitted to exercise any Traffick or Trade particular, but must wholly apply themselves to this business,

with fuch allowance and order as is prescribed unto them.

All Worldly things being fubject to mutability, even the Greatness and Superiority of Princes, which may happen to be deposed for a time, and afterwards to be restored again; It is provided, that of the gains of the three parts allotted to them for three stakes in this covenant, the two shall remain to the Crown, and the third to the Prince, until he be restored again or dead; which is only to take place in all hereditary Kingdoms.

The faid Society therefore not to purchase any Land for the generality, to indan-

ger Princes Estates, but only for their particular, as occasion serveth.

Me dels or Medalia to be worn by the faid hundred Persons of the Society, and the Masters of Counting Houses, only with emendation and augmentation of their Arms, and by their Successors, upon true register and acknowledgement to be made and kept

thereof. The faid Models to contain on the one fide the World concatenated together under a Crown Imperial, affifted of the Personages of *Prosperity*, *Honour* and *Mercy*, invironed round about with two inclosed Hands and Arms of *Faith* and *Credit*; and on the other side the like, with a Cross and Inscription, *He doth Crown his own Works in us*. All which Persons shall be made Noble Knights of this Order accordingly, with certain other additions, as shall be thought convenient, as, By Faith and Credit it shall subsist, or the like.

The aforesaid Stock and Credit to be imployed by the said Masters of Counting Houses, and affistants in five several matters, by Exchange, Bank, Mount of Charity, Mensa argentaria, and Houses of Vendition without any adventure or loss, according to an instruction, shewing the benefit and commodiousness which will arise thereby to all Estates, for the preservation and augmentation of Honour and Wealth of the Rich, relief of the Poor, and Wesser of the Commons in general,

having some gratuities beslowed upon them.

The private person (with whom all the aforesaid Parties are to covenant) is to be general Master of all the Counting Houses, and only to keep a general Book of Account, without any administration of the Stock, or to meddle in any Trade of Merchandise, but to have the Honor of Knighthood, with a large allowance of Charges, Expences had and to be had for to entertain all the Parties and Correspondencies which might resort to the places of his Habitation: To which purpose he must be provided of a stately House, with all convenient things necessary, and many Servants, Messengers and Posts, with the gains of 100000 Crowns, that he doth furnish by many allowances and other means, to the satisfaction of all the Parties, according to a particular agreement, wherein the United Low-Provinces are named the chief place of Rendevous of this Negotiation or intended Contract, whereunto divers Countries have condescended.

The authors of this project (under the faid private name) do defire for the advancement hereof permission to execute the same, safeguard to be protected from all injuries and to repair all damages which might be done unto them, in hostile or peaceable manner, freedom of all Taxes, and assurance for their Persons and Goods.

according to an instruction.

so which end the Master General of the said Counting-houses (if breach be nade by any one of the Parties in any Article of this Covenant) is to receive the complaint, and to consult with his Council of assistance, and so to give notice thereof unto the next Neighbour Prince or State of this Society, to see the same redressed or amended: If that Prince do deny to be aiding, or be forgetful therein, he shall be accessary, and judged as guilty as the first offendor: Whereas on the contrary, the forfeiture of the revenues of this first offendor for the time shall be his. And the Society may remove their Counting-houses, or change them into Correspondencies, if other Princes and States should also prove to be negligent, and without respect had to their private gain, abandon so good an action, losing their title or revenue, violating the Law of Nations, wherewith (no doubt) most Princes shall find themselves aggrieved, and these Princes or Persons Transgressors will find the worse, and indanger their Estates to their great dishonour through all the World, and disturbance of other Neighbour Princes.

For the better advancement hereof there is a place referved for reward of two unknown Persons, which by their industry, labour, and science shall be thought worknown.

thy thereof, one bearing the name of it.

This Princely Contract requireth a ferious confideration. The Stock or Capital is 2 ! millions, or 250000088 fterling, or ten millions Flemish, which (increased by 900 correspondencies) will make the stock to be 25 millions, or 100 millions Flemish. It being very probable, that through all the World there lieth so much Money dead without any use or imployment. The calculation of ten upon the hundred, by the year, doubleth yearly; so that he who by gistimployeth 10088 yearly for ever: And this is supposed to be gotten by we several means, viz. by Cambient, Bank, Mons

Pietatis.

Pietatis, Menja Argentaria, and Domus Commutationis, whereof you may find the particulars in this Book. The proceeding of this matter of great confequence hath been interrupted by Monsieur Olden Barneuelt lately Executed at the Hague in Holland, the sequel hereof time will discover, and we may say with the Poet,

Quid non mortalia Pectora cogunt, &c.

CHAP. XVIII.

Of Moneys delivered upon Lives, Annuities, and Pensions.

AVING intreated of Moneys delivered at Interest without casualty, and so termed Usury?by reason of the Contract of benefit without adventure: It is convenient to handle of Moneys delivered upon Lives, when Merchants do give twelve upon the hundred without Pawn, called beyond the Seas after the Penny 8: The moity whereof with Pawn is fix upon the hundred, or double eight, according to the Penny 16, as a-foresaid. The Penny 8 is 12 ½, for eight times 12½ maketh one hundred: So the Penny 16 which is used for Rents upon Houses or Lands is 6, according to which Penny 8 upon one life or double for one year (fo they all live) is equal upon eight lives. This is much used in divers Cities beyond the Seas, to draw Moneys into their hands. As for example.

One hundred Pounds is delivered to have two hundred Pounds for it at the years end upon eight lives, if they all live, you have two hundred Pounds to buy a perpetual Rent, or fometimes as it hath been, to give 20 per 100 for the year, and fo

from year to year, and dying the principal is theirs.

One hundred Pounds for eight lives (by equality decreasing the Penny eight) is 1288 10/6; for two lives, 1188 2/6, for three lives, 1088, for four lives, 9 th 1 6

is 12th 10sh; for two lives, 11th 2sh, 11th 2s

Upon fix lives —

Here you are to remember the observations of Assurors, whether the persons be young or old, fober in their diet and behaviour, much travelling abroad or staying at home, subject to sickness, and the like considerations.

Moneys delivered upon Annuities for Rents, feem more reasonable than Pensions Rents upon upon lives, because you bear only the adventure of the decay of houses or destru-Houses. ction of them in time of War: And much more should be given without Pawn,

than Pawn or morgage.

It is commodious for a man, having waste grounds and intending to build upon them, to take much Money upon Rent after 6 + pro cent. which many Cities give continually to increase their Wealth and Inhabitants. And because the valuation of their Money doth often alter and is inhaunced, whereby all things become dearer, the Parties are advised to have their Rents paid in Specie, in Crowns, Dollers, Ducats Rents paid to be paid as formerly they were current; the dangers in times of Wars causeth Rents in specie. to decrease, for the ancient Rent is always first to be paid, although all others be, losers.

CHAP.

millia

CHAP. XIX.

Of the Denomination and Division of Moneys of divers Countries.

HE Denomination, Division, and Subdivision of the Moneys of all Countries, is most necessary for Merchants and all others to be known; because without it, they sail in the course of Trassick without compass, abandoned at all uncertainties and dangers to have true equality and equity observed in their buyings and sellings, and that more especially if the course of Exchanges be neglected, as shall be declared here-

Some of these Moneys are imaginary, and some are substantial or real in specie, and yet not concurring in price or value.

England.

TN England concerning Silver Coins, there is the Crown of five Shillings, and the half Crown of two Shillings fix Pence, the Shillings, the fix Pence, the four Pence or Groat, the three Pence, two Pence, three Half-pence, the Penny and half Penny of Sterling Silver, and the Farthing of Copper.

The ordinary Golden Coins are the unite pieces of 22 Shillings, the half of 11 Shillings, and the Crowns or quarters of five Shillings fix Pence, and the part two

Shillings nine Pence, and the five pieces Coined at four Shillings, making twenty

two Shillings, with the Rose and the Thistle.

The Laureat King James, of twenty two Carrats fine of twenty Shillings, and

the half peice.

Scotland.

In Scotland is the Cross Dagger piece of eleven Shillings, and the half of it, and their Rider of ten Shillings fix Pence, and for the Silver Coin the mark piece valued at 13 Pence in England, and the half of the same, as also six small pieces of

above two Pence for the faid mark.

Ireland.

In Ireland where no Mint hath been fince King Edward the fourth of England, the fifteen Shillings Sterling make twenty Shillings Irish, and the Silver Harp of nine Pence Sterling is there currant for twelve Pence, and the moity thereof accordingly, and the abovefaid Gold Coins are current as in England, or in Sterling reduced into their Irish Moneys one third part more: So that the twenty Shillings piece of Laureat King James, is there four Nobles, and all other divisions of it accordingly. So the English Shilling is sixteen Pence Irish, and the parts of it accordingly. All other old Irish Coin is out of use, and little quantity to be found of it.

Germany.

In Germany they make all their Moneys by the account of Batlen, every Bátts four Creutzers, Coining pieces of three, fix, and twelve Creutzers. So the Ducat of Hungary maketh 27 Batles; the Gold Guelder 18 Batles; the Polish Guelder or Doller 15 Batles, Teastons five Batles. The said Gold Guelder was valued Anno 1520 to be current in Holland for 28 Stivers, whereby their Corn is bought and fold, which is erroneous and imaginary, because there is no such piece in specie. So was the Doller and the Silver Guelder, called Gros or Unciales, weighing an Ounce.

The Ancient Romans called an Ounce a Guelder, and the 8 Ounces made one mark, and 12 Ounces or Guelders were reckoned for one Pound, and there were Coined pieces called Nummi Dragmi, alias, Grosleyn, is the eight part of a Doller; Angelicies was the ! of a Doller, making three Batles or twelve Creutzers, called Schriekenborgers.

The faid Angelici were Tribute pennies, which being allay'd and made worse, did obtain the name of Bats, as it were feeking of a benefit, which fince have been more imbased, and therefore deserve that name of Batses: They are called in Thuringia, Gulielmi; and in Bohemia, Bohemici; in regard of the faid Tribute, whereof they have also 12 pieces dividedly for 12 pence, which penny is all Germany over two Hellers, by way of account. The Doller was first made upon fixty and five Creutzers, which (in those Coins so imbased) are answered by 72 Creutzers: And in other Cities of Germany they reckon, as followeth, upon divers Coins, fome made, and some imaginary.

At Augusta they have small moneys, Grosses of three Batses, Lion pieces, where- Augusta. of two make a Creutzer; the Black-penny four to one Creutzer, Snubourgh, Blaphart, or Bohemicos of three and 31 Creutzers; the Rycks-doller is thirty Albs of

eight pence every Alb, or feventy and two Creutzers for the faid Doller.

At Frankford they divide their Florens of fixty Creutzers, by twenty shillings, and Frankford.

every shilling in twelve Hellers, according to the pound.

At Norembourgh in like manner, and the Creutzer is four pence, every penny two Norem-Hellers, and five pence called a Fynfer or five Pennicke. beurgh.

At Stransborough they use Blapharts, Groffes, Bohemicos of three Creutzers, eve- Stransbo-

ry Blaphart fix pence of two Hellers or four Ortlyn.

rough. At Bohemia, as in Germany; and the Bohemici, are whitgross of three Creutzers; Bohemia. the Doller is twenty four Bohemicos, of twelve Angster, every Bohemico ten pence,

and one Mark is forty Bohemicos, and Scoc, is fixty Bohemicos.

At Vienna, the Rycks-doller is eight shillings, and the Ducat twelve shillings.

Vienna. At Tiroll the Doller at feventy two Creutzers, of five Fynfers or Hellers the Tiroll.

In Hungary the faid Rycks-doller is feven shillings seven pence, now inhanced to Hungary.

eight shillings.

At Cologne and Cleves, a Guelder is 24 whitpenny, of twelve Morkens, and every Cologne. whitpenny is two shillings or stivers, and four Mark for the Guelder.

At Hamborough the Doller coined at thirty and one shillings Lups, and for many Hamboyears currant for thirty and three, is inhanced now to fifty and four shillings of rough. three whitpenny, and every shilling is twelve pence, of two Hellers every penny.

In Pomerania the faid Doller is thirty and two shillings, of two Snudens, one Pomerania

Mark Snudens is eight shillings Lups, and the two Marks Snuds, are one Mark

At Dantzick the Doller thirty and five Gross of three shillings, and in other places, Dantzick as you may find upon the moneys denominated hereafter in the Chapter of the imaginary moneys of Exchanges, for Merchants further directions.

CHAP. XX.

Of Merchants Accompts kept by Debtor and Creditor.

HE manner of keeping Accompts by Debtor and Creditor, was first devised in Italy upon very good Considerations. There is great Affinity between Faith, Trust, and Considence; in Divinity Trust and Confidence are two Hand-maids unto Faith, even as Faith is the Hand whereby we apprehend GOD's Mercies, to repose our Trust in Him, and to be confident thereof: But in Humane Actions the word Trust is more proper, which imployeth a credit or belief which we give or repose upon others, or others do attribute and give unto us. Hence

proceedeth the Italian Speech, Star dal Credere, grounded upon the Maxim of that Civil Law, Omnis homo bonus, donec contrarium probetur; whereupon a man negotiating in this World must trust and be trusted: He that is trusted with any Goods, Moneys, or other movcable things, is therefore called a Debitor or Debtor unto the Party that trusteth him therewith, and he calleth that Party his Creditor, because he gave him Credit for the same; whereby Debtor and Creditor concurreth between Party and Party. Suppose now that a young man being of age to manage his own, is defirous to deal in the World in Traffick and Trade, by buying and felling of Commodities, or to let out his Money at Use, or by Exchange, for other Countries, (unto which three actions we still observe our method, as being the essential parts of Traffick, as often hath been declared) and thereupon he endeavoureth to keep a true account of all his proceedings and negotiation, by way of this manner of account by Debtor and Creditor, that is to fay, to have still a Creditor unto a Debtor, and a Debitor unto a Creditor, which must reciprocally answer each other. Now confidering of his means for the effecting hereof, he findeth that he hath one hundred Cloths, two hundred Kersies, or any other Commodities lest him by his Father or Friends, and moreover some thousand Pounds in ready Money, and five hundred Pounds in Debts owing by feveral Persons, payable at some time to come, besides some hundred Pounds yearly in Lands, or Leases: Out of all these he maketh a stock or Capital, which he doth enter into a Book called a Journal, because it containeth his dayly actions from time to time; and from this Book they are transferred or fet over into another bigger Book, called a Liedger, because the same remaineth (as lying) accordingly in a place for that purpose.

A Journal Book.

A Liedger Book.

A Memorial Book. The Spaniard doth call this Book El Libro grande, and the Journal he calleth Manuall, being a far leffer Volum, commonly but one third part of the other, being manuable, and unto this they keep a Borrador or Memorial, wherein all things are first entred, and may upon occasion be blotted, altred, or by error be miscast or not well entred.

or not well entred.

But in the Journal or Liedger Book there may not be any alteration of Cyphers, blotting (nor places left in blank in the Journal) but one parcel without intermission must follow another, otherwise the Books are of no Credit in Law, or before any Magistrate; whereas otherwise much Credit is given to Books, well and orderly kept, for the deciding and determination of many controversies which happen between Merchants and Merchants, and their Factors, which is the cause that I could not omit to write thereof, as a branch of the Law-Merchant, to the end that such Judges and o-

The manner how he doth enter them into the Journal is as followeth.

thers that are unacquainted with the manner of it, may be inlightned in their proceedings, which in matters of this nature, may come before them to be determined.

THerein observe, That every Debitor must have a Creditor, and so on the contrary every Creditor his Debitor, and always the left fide of your Liedger Book being open is the Debitors fide, and the right fide of the faid Book towards your right hand is the Creditors side, wherein you enter every Account by it self from the parcels of your Journal, which parcels in the faid Lieger Book are found in the Journal, by the date of it when it was made. But in the Journal, the Leaves or Folio of the Liedger, are noted over a line in the Margain for the Debitor, and under the faid Line for the Creditor: And so in the Liedger Book every parcel hath in the later end a direction to the Folio or Carta, as the Italians call it, whereby the Debitor shews his Creditor, and the Creditor makes relation to his Debitor; which words are not used, but understood, by, Such a one oweth, and Such a one is due to have; not only of Persons, but of Things themselves. As the great Merchants which buy and fell many Commodities for themselves, or for others, they will arm an Account, which is the Spanish Phrase, Armar una Cuenta; but in plain English, They will keep or frame an Account for themselves, and make their Ware-houses or Magazin Debitor,

How parcels are found in the Liedger and Journal.

Magezin

Debitor, because the Warehouse is trusted with the Wares or Commodities: Others will make the Commodities Debitor, and their own Capital or Stock Creditor. In Capital or like manner (because their Moneys are laid up or locked in a cliest, which they call Gash or Chest. Cash) they will therefore imagine this Cash to be a person whom they have trusted, and make the faid Cash a Debitor for the Money they put into it, and when they pay out that Money, or any part thereof, they will make Cash Creditor, and that party to whom it was paid shall be made the Debitor, and if he do pay the same by your order to another party, he shall be made the Debitor, and so the other is discharged and becometh a Creditor; and so from one to another, until you come to receive the Money again, and then Cash is Debitor again: For you must still have a care to find Debitor to have his Creditor, and that every Creditor may have his Debitor. It feemeth that William Sommers (being a Jester to King Henry the eight) had some insight of William in this manner of Account: For when the King told him, that he had delivered a Sommers. good Sum of Money unto a Gentleman, a follower of his, Sommers answered, That tor doing so he had noted in his Book, that the King was a fool, giving his reason for it, Because the Gentleman would never return back again, and that the King was cozened: But the King asked of Sommers, What he would do, in case the Gentleman did return with the Money? Whereupon Sommers answered, Then I will put him in my Book for a fool, and put you out, Sic nugæ seria ducunt.

To return to our young Merchant, by this time he hath taken an Inventory of his Estate, and caused his Cloths and Kersies to be valued, and findeth that the hundred Cloths are worth some 1200 to one with another, and his two hundred Kersies of Devonshire 400 th: Hereupon entring the year, month, and day in the Journal, he

maketh Debitor and Creditor as aforesaid.

Magazin or Warehouse oweth unto Capital or Stock 1600 to for one hundred The manner white Cloths of the Marks following, amounting to 1200 th, and for two hundred of making Devices, which of mine own Estate I Debitor and Devonshire Kersies at 40 th Pack of twenty pieces, which of mine own Estate I Creditor. find in this my Warehouse Parcel of my Patrimony, amounting together in Wares 1600 th, and this sum is drawn out in the Margin towards your right hand in the faid Journal.

Cash oweth unto Capital or Stock (you need not to say of me A. B.) the sum of 1000 ff, for so much ready Money which I find this day in Cash, proceeding of, &c. and this sum is likewise drawn out, &c.

B. M. Mercer oweth unto Capital 300 &, which he owed by Bill unto my Father

deceased, payable in two payments, namely, &c. sum 300 th.

N.W. Merchant oweth unto Capital 200 for fo much owing by him unto my Father deceased, which is payable the 25th of March next, by bond, &c.

The Mannor of Latham in Lancashire oweth unto Capital 1500 8, which was Lands.

left my Father by descent from, &c. containing, &c. of the yearly value of 66 th,

now in the tenure, occupation, or possession of, &c. 1500 \$.

The lease of the house called the Golden Lyon, scituate in Cheapside in London, ow- Leases. eth unto Capital 200 68, for so much I have paid unto the Company of Mercers for a lease of the said house for one and twenty years, with a reservation of a rent of twenty pounds yearly, to be paid every fix months, now in the occupation of A.B. Gold-smith, paying me sixty pounds yearly Rent for the same, I say cost me two hundred pounds.

Plate and Houshold stuff oweth unto Capital 200 th, for so much I have bought Housholdand find to be in Moveables of Plate, Apparel, and Houshold-stuff fince my Fathers stuff. decease, wherewith I find all my Estate to be worth 5000 th, the particulars of which Plate and Moveables are by Inventory to be feen in my Book of Remembrances, or

Memorial; fo for this Parcel I draw out 200 8.

Here you see that this young Merchant hath an Estate of .5000 to begin the world withal, consisting of the aforesaid seven Parcels. These seven Parcels now are put over into the Ledger, which some call posted over, in so many several Accounts of parcels to of seven Debitors, and there is but one to be made Creditor for all these, which is the Ledger.

Ballancing of

Capital or Stock, which doth answer by correspondency all the seven Debitors in their proper accounts, amounting all to the sum of 5000 & on the Debitors side. and so is here 5000th on the Creditors side, which doth ballance the other, being so termed of a pair of Ballances, wherein equal weight being laid on every fide, the Ballance will be just and even; and in like manner must all accounts (kept by Debitor and Creditor) be even Ballanced, whatfoever the remainder of the accounts are which falleth out by calculation upon the account. But the main Ballance of the whole Book may not differ one penny, and fractions of half pence and farthings are not used in Journal parcels, but accounted in the summaries at the first.

This Merchant now employeth his money, and buyeth some other Commodities to be fent beyond the Seas: Namely, one hundred pieces of Perpetuano's, which cost him ready Money fifty shillings the piece; more, twenty Fother of Lead, at ten pounds the Fother; fifty pieces of Bays of divers forts, cost him two hundred and twenty pounds; and twenty Reading mingled colour Cloths, amounting in all to 870 th, which he paid in ready money. And all these Commodities he doth enter parcels in the into his Journal in one parcel, making the faid Magazin Debitor for all, and his Cash Creditor, because the faid Cash was made Debitor for the Money of one thousand pounds, as you see before, and now being made eight hundred and seventy pounds Creditor, there is but one hundred and thirty pounds more remaining in Cash, the

rest is in Commodities.

By this time B. M. the Mercer (who oweth three hundred pounds) payeth a hundred pounds of ir, now Cash is made Debitor for that one hundred pounds, and B. M. is made Creditor for the same; so he oweth now but two hundred pounds, and there is now in Cash two hundred and thirty pounds.

The three existent parcels by themselves for the Lands, Lease, and the Plate and

Houshold-stuff, remain still in the books untouched.

The Merchant beginneth to ship his Commodities, and sendeth his hundred white Clothes for *Hamburgh* to a Factor, or his fervant, and payeth the Kings Custom, and all charges concerning the same: And now he frameth an account of those Cloths. intituling the same Voyage to Hamburgh, or Cloths sent to Hamburgh, do owe unto the Magazin one thousand and two hundred pounds, for one hundred white Cloths fent for my account to fuch a man in fuch Ships, &c.

Then he doth charge this account of Cloths with the Custom and Charges to be paid — Cloths fent to Hambrigh do owe unto Cash 60 & for Custom and Charges

paid for the same, as in the Memorial Book appeareth.

For Sevil in Spain he fendeth the hundred pieces of Perpetuano's which he bought, and fifty pieces of Bays, and twenty fother of Lead, which did cost him 670 88, and

the Charges, Custom, and Impositions are fifty pounds in toto.

For Lixborn in Portugal he sendeth two hundred pieces of Devonshire Kersies, and twenty Reading Cloths, which cost him fix hundred pounds, and the Custom and

Charges forty pounds.

And hereupon he armeth two accounts under the name of Voyage into Spain, or Voyage to Lixborn, or some other such name of the said Commodities, as every man thinketh good: So these Voyages are Debitor for the Commodities, Cufroms and Charges thereof, and the Magazin is discharged, and made Creditor as abovesaid; and likewise Cash is made Creditor, having paid the Customs, Impositions

and Charges aforesaid.

This Merchant, not willing to bear so great an adventure of six hundred pounds, or seven hundred pounds in one Ship, doth cause himself to be assured of three hundred pounds in every Ship, at four and five upon the hundred, and payeth the same unto the affurors. Hereupon he maketh the faid Voyages Debitor, and Cash Creditor for so much, namely, thirteen pounds for Lixborn, and sixteen pounds for Sevil, and fo committeth the same to Gods will and pleasure, and all these parcels are entred in-Money receit to the Books. And B. M. the Mercer doth pay more two hundred pounds, whereof Cash is made Debitor, and B.M. is made Creditor, and discharged of the 3 hundred pounds

Entring of ournal. For commodities bought and Money paid for them.

For Money received, and a Debtor partly difcharged.

Substantial Wealth.

Accounts for voyages for Hamburgh.

Money paid for Cuftom and Charges. Voyage for

Spain.

Voyage for Portugal.

Magazin difcharged.

Money for affurance.

pounds he did owe, whereby the Merchant finding some Money to spare, he delive- Money delivered out two hundred pounds at Interest unto another Merchant for fix months, and redatinterest. thereupon he maketh this Merchant C. D. Debitor, and Cash Creditor, declaring to have his bond of three hundred pounds, for the payment of two hundred and ten & at fuch a day in such a place. And for the Interest Money of ten &, he maketh him Interest Molikewise Debitor, and the account of profit and loss Créditor. But some men do ney. make a particular account of Interest, which is at a mans pleasure.

Now the two hundred pounds which N. W. oweth, are due, and he defireth to Moneys owkeep the Money for fix Months at Interest, and to give his bond for it, which is so a at use. greed between them; the Interest is ten pounds, for which he maketh likewise N. W.

Debtor, and profit and loss Creditor.

The Merchants Estate standeth now thus, at Hambrugh one thousand two hun- View of aMerdred and fixty pounds, at Sevil seven hundred thirty and fix pounds, at Lixborn fix chants Estate by the Books. hundred fifty and three pounds, at Interest four hundred and twenty pounds with

the Interest, and but little Money in Cash, because of his dayly expences.

Suppose now that the Ships of the Company of Merchant-Adventurers are come Return of from Hamburgh, and our Merchants Cloths are fold to divers Merchants and o- Voyages. thers there, to be paid at fix and fix months, for which they have given their Bills Money paid obligatory to pay the fame accordingly. But some of these Merchants are desirous by way of anticipation. to pay their Money by way of anticipation, having interest allowed them for it, after the rate of eight in the hundred for the year, and so pay ready Money to our Merchants Factor, and thereupon the faid Factor maketh over by Exchange four Money made hundred pounds sterling by two Bills of Exchange to be paid here at usance (which over by Exist two months after the date of the Bill) by Merchant strangers. These Merchant strangers do accept the faid Bills of Exchanges, and you make them severally Debitors for the same, and your Factor of Hamburgh Creditor for the said sour hundred pounds.

Moreover, your Factor hath set over some of those Merchants Bills of debt for forrain Commodities, and hath taken in payment two Cases of Velvets, which did cost Velvets eight hundred pounds, and he fendeth them in these Ships , with an account of the bought be-Charges, Customs, and Factoridge of the said Velvets, amounting to 40 th; so the Velvets cost in all eight hundred forty pounds: For this you make a new account for Velvets, or the return of the Hamburgh Voyage Debitor, and your Factor Creditor for the faid eight hundred and forty pounds, as aforefaid. And because you are Money taken to pay pay great Custom and Imposition of these Velvets, and your Cash is not well up by Exchange. provided; you take up by Exchange here fixty pounds to be paid by your Factor at Hamburgh, and deliver your Bill of Exchange for it, and receive the Money; now Cash is made Debitor for the same, and your Factor, that is to pay the Money, is made Creditor for it accordingly.

This Factor doth now by land fend unto you the account of your hundred Cloths Cloth fold befold unto divers Merchants as aforefaid, and this account is made in Hambrugh or youd the Seas, and account Lups Money, and it is supposed amongst Merchants, that fix and twenty shillings sent of them, and 8 pence of their Money, is correspondent to our twenty shillings sterling; according to this you reduce your Hamburgh Money into sterling Money after the Hamburgh. rate, and your Factor in the same account hath already deducted his Factoridge, Money reduced into ster-customs, and all charges incident upon the Cloths sold by him: So that casting your ling. account upon the nett Provenue of your Cloths, he hath received clear Money one thousand four hundred and eighty pounds sterling; hereof now you do make your Factor Debitor, and the Voyage for *Hamburgh* Creditor, and coming to your Ledger Book, you find the said Voyage Debitor one thousand two hundred and fixty Pounds, and now to be made Creditor one thousand four hundred and eighty Pounds: So you find here is two hundred and twenty Pounds clear gains by the account, unless you shall become a loser in the Velvets; for the Money, deducted for interest to him that paid before his time, is already deducted in the account of Cloths; fo that to clear this account of the Voyage, you make the same Debitor for

the faid two hundred and twenty pounds, and the account of profit and loss Creditor for the same.

You have now fold your Cases of Velvets, the one for ready Money, and the other at fix and fix Months days of payment, to W.W. Mercer, amounting to 520 88: whom you have made Debitor for the same, and your Velvets Creditor, and for theother you have made Cash Debitor for four hundred ninety pounds, which you have received, and likewise your Velvets Creditor for the same sum; so in both, 1010 8: And casting up your Charges, Customs and Impositions of your Velvets, you find them to amount unto 80 88, and for this fum you make Velvets Debitor, and Cash Creditor: So your Velvets did cost with all the faid Charges 920 &, and they were fold for 1010 8; so there is 90 8 advanced by the said Velvets, whereof to clear this account, you make Velvet Debitor, and Profit and Loss Creditor, as aforesaid. Having now Money in Cash, you make over 300 th for Amsterdam by Exchange, with condition and order to your Factor, That from time to time, as the Money groweth due, he shall make it over again by Exchange unto you at double Usance, which is two Months, as you made it over unto him: Some now in this Case will Arm an account of Exchanges; but it is better to make the Factor of Amsterdam Debitor for it and Cash Creditor.

Return from Spain in Tobacco.

Accounts of goods fold in Spain.

Loss upon Wares in Spain.

Reduction of Spanish Money into fterling.

Gain by Tobacco.

Money made over by Exchange.

Reduction of Portugal Mo-

Money which was made ed by Ex-

Ships are now arrived from St. Lucar in Spain, and your Factor of Sevil hath fold you Perpetuano's, Bays, and Lead, and in return thereof hath fent you a parcel of of Tobacco, because Cutcheneal was too dear, and rich Indigo is here too good cheap: Withal he hath fent you the account of your Commodities kept in Royals of Silver, accounting fix pence for a Royal of the clear Provenu, being 27240 Royals, making sterling 681 88, whereof you make him Debitor, and the Voyage for Spain Creditor, and when you come to your Ledger Book, there it appeareth that the faid goods did cost you 736 88, and so there is lost 55 88. For this now to clear the account of the faid goods, you make Profit and Loss Debitor, and the faid Voyage Creditor to ballance this loss, contrary to the gain, the Tobacco did cost with all charges 24800 Royals, which is 620 th, for this you make an account of Tobacco Debitor, and your Factor of Sevil Creditor, in the fame manner as you did your Velvets, putting thereunto the great Impost which you paid for the same, and all charges; and having fold your Tobacco for ten shillings a pound one with another, you find to have made clear above one thousand pounds, be it 1010 %, which cost you in Spain but 620 th, so here is 390 th gotten; but when you lost 55 th by your Wares sent into Spain: Well, this account is cleared, Tobacco is made Debitor 390 th, and Profit and Lofs Creditor for the same, and now you are well stored for Money, for all is ready Money, saving 300 & at six Months. Hereupon you make more Money over by Exchange for Amsterdam, by several Bills to your Factor, to the sum of 500%, and thereupon he is made Debitor, and Cash Creditor for the said sum, Interim your faid Factor of Amsterdam hath made over unto you by Exchange the former 300 & back again, for which you make him Creditor, and the party Debitor that is to pay you the Money at double Usance.

The Ships of Lixborn are also arrived, and bring in return of your Kerseys and Reading Cloths, forty Chests of Sugar of the three forts, Pancla, Mascavado, and Blanco, or white, with advice that the Commodities are fold at a reasonable rate, for by the account it appeareth that the Net Provenu of it cometh to 1204 thousand 800 Reys, which make 3012 Ducats of ten Royals, or 400 Reys, is sterling 7538; ney into ster- fo that there is advanced by the account just one hundred pounds, which are carried to the account of Profit and Loss, as in the former accounts. The forty Chests of Sugars did cost 550 th, whereof the Factor of Lixborn is made Creditor, and the account of Sugars Debitor, in like manner as aforesaid, Mutatis Mutandis, and the said Sugars were fold payable at fix and fix Months, for 8208; fo that, the charges and customs deducted, there was 190 &gotten, which are likewise posted to the account over, return of Profit and Loss.

> The 300 & made over from Amsterdam, are now due to be paid here, and the Merchant

chant doth offer you to pay them by a new Bill of Exchange, whereunto you agree, and hereupon you make him Creditor, and your Factor of Amsterdam again Debtor; and withal you make over by Exchange other 200 & payable at double Usance, and

for this you make him Debtor also, and Cash Creditor.

The year is now almost expired, and every provident Merchant doth commonly make up his Accompt, and draweth a ballance of his Book, and this Merchant findeth Money receite have received of his Mannor of Latham, and Lease of a House 106 &, and for red Lands this he chargeth his Cash, and carrieth the same to Gain and Loss, as he did all the Expences of former parcels. Then he doth cast up his expences of House-keeping, which came to House-keeping reckon'd. 150 8; and for this he maketh Profit and Loss Debtor, and Cash Creditor.

The 400 made over from Hamborough are received, and Cash is Debtor for it, and the Parties that paid the fame, are made Creditor, and discharged. Now by the Gains of the Accompt of Profit and Lofs, there appeareth to be gotten 911 & clear, all Charges Accompt of Profit and and Expences deducted: this is now carried to Stock, which is now 5911 th. Here- Loss, and Loss upon take all the remainders of the Accompts by Debtor and Creditor, which is the carried to Caballance of the Book, and you shall find nothing on the Creditor's side, but the Ca-pital or Stock. pital of 5911 8, which is ballanced by the nine Accompts following, and the three Accompts for the Lands, Leafes, and Houshold-stuff, amounting to 1900 & unaltered; so 1900 the for the said Lands, Lease, Plate, and Houshold-stuff. Ballance of

the Leiger

420 Owing by two Parcels at Interest, by C.D. and N.W. Merchants.

520 Owing for Velvets, fold to, &c. 300 Owing for Tobacco, fold to, Gc.

820 Owing for Sugars, fold to, &c.

1000 Owing by the Factor of Amsterdam, &c. 180 Owing by the Factor of Hamborough, &c.

61 Owing by the Factor of Sevil, &c. 203 Owing by the Factor of Lixborne, &c.

507 Ready money in Cath.

5911 tb.

Thus it appeareth, that this Merchant hath augmented his Capital or Stock Nine hundred and eleven Pounds, being now worth 5011 the had been a Loser Lose by the by the Accompt of Profit and Lofs, then must be make his Capital Debtor, and the Accompt of faid Accompt Creditor, to ballance the matter, whereby his Stock would have de-Loss. creafed. Now by these proceedings in buying and selling, receiving and paying, you may understand all other Voyages for what places soever, taking notice of the diversities of Moneys, and calculations of Exchanges, already declared in our former Chapters, having an especial care to keep an orderly Cash-Book of all the Moneys The imporreceived and paid out; which, as Money is Publica Mensura, or a right Judge to set tance of a price unto every thing, fo may you by the measure thereof truly entred in the Cash-Book. Cath-Book) find out many Doubts, Questions and Uncertainties in Accompts: For the Moneys being proceeding from the originals of Commodities or Exchanges, and the persons with whom you deal therein, giving you light and direction to discuss their differences; and therefore it may well be compared to the measure of Hercules foot, whereby the whole symetrical proportion of all his Body was found out. Symetrical And many Merchants Accompts are fo intricate, and overgrown with Errors, as proportion of Archymedes Tomb with Thorns, when Cicero came to visit it.

But now, methinks, I hear one say, You have briefly shewed us the manner of Ac-

compts by Debtor and Creditor, with the application of it to a Merchant's Negotiation for Commodities and Money, and also by delivering Money by Exchange, and how Money is gotten by Commodities, and by letting the same at Interest; but I cannot understand how a Merchant getting Money by Exchange of Money by Bills of Exchanges.

Hereunto I answer, That it was omitted of purpose, because it should not obscure the former demonstration, otherwise the matter is of such importance, that whosoever dealeth without confideration of it, is like to a blind man groping in the dark, and yet

may hit the Egg: For (according to the price of Exchange) all the Commodities of the Realm which are exported, and all the Foreign Commodities imported, are fold.

Profit of Exchange known by the Rechange.

Know ye therefore, that the benefit or profit of Exchange is never known directly, but by the rechange thereof: to which end you may remember, that our Merchant did first make over Three hundred Pounds by Exchange for Amsterdam, which were rechanged again; and then he made over Five hundred Pounds, Three hundred Pounds, and Two hundred Pounds, in all One thousand Pounds; and now, lately, he hath made over One thousand Pounds more for the said place of Amsterdam, all at double Usance, to make the better benefit and less charges. These moneys are made over at several places, as followeth:

The manner how Exchange giveth profit.

300 & are made over at thirty five shillings Flemish for the pound, is-- 525-- 0-500 # are made over at thirty four shillings ten pence, is Flemish-870-16-300 88 at thirty four shillings fix-pence, is-200 # made over at thirty four shillings eight pence, is Flemish--346-13-4 1000 to at feveral prices one with another, at thirty five shillings--1750-- 0-So the 2300 the sterling paid at Amsterdam, is Flemish-

These Moneys have been made over, or returned again by Exchange at several prices, and the Accompt cleared, as followeth:

300 the were made over from Amsterdam, at thirty four shillings the two pence, is-500 8 were made over at thirty three shillings six-pence for the pound sterling-500 & at thirty three shillings nine-pence, paid at Amsterdam for the 500 8 at thirty three shillings eight-pence in like manner, is—841—13—4
The Factor taketh for his Salary, and paid to Brokers—21—4—8 And maketh over 500 ff more, and gave thirty three shillings ten pence for the pound-More at the same price of thirty three shillings ten-pence, he made over the just remainder in his hands, being 101 \$ 10\$4d, and fendeth a particular Bill of Exchange of 6388118 for it-107-10-4 4010-0-0

Gain by ex-change to profit and

Here you may find distinguished, that whereas you made over from London the sum of 2300 & sterling, you now receive back 2363 & 1 s, whereby your profit is 63 & 1 s, of this you make your Factor Debtor, and the account of profit and loss Creditor, and the like of other fums for other places. The Spaniard therefore frameth an account of general exchanges for all places, called Cambios generales, to keep an even and just account with his Factor, admitting a certain rate between him and the faid Factors, according to which he rateth all the parcels of account, be it for commodities bought or fold, or moneys paid and taken up again by exchange, which is the more labour, but more exactly done; otherwise it bringeth some alteration in account, As for Example:

Difference in the rate of exchange.

This Merchants Factor at Hamborough doth remain Debtor upon the Account One hundred and eight pounds, which is according to twenty fix shillings eight pence for the pound sterling. This money he maketh over by exchange, but he is fain to give twenty seven shillings for the pound, which doth differ four pence lups in the pound sterling: so that for this difference you must make another parcel, charging the account of Profit and Loss with this loss, and making your Factor Creditor for it; whereas in the general account of exchanges, all is brought over in one parcel; but herein every man may follow his pleafure.

Objection.

Another Objection is made, How shall a man do that hath no stock; or little or nothing

nothing to begin the World, as divers men that from nothing come to an exceeding great wealth? what book of Account can they keep by Debitor or Creditor?

The answer is manifest, all is grounded upon trust. If any man will sell you Com- Answer modities payable at long days of payment, and you fell them, and pay him with his own, you can make him Creditor for the fame, and the Commodity Debitor: And in like manner if any man lend Money unto you to Trade withal. So that you may perceive that this is an excellent Invention, and a most commodious course to know things readily.

The Bankers therefore that deal for Millions of pounds, and make great payments The Resping continually by assignation, do sum up every ten parcels, and post them over to a of Accounts new Account, because they know at all hours whether a man be Debitor or Crediby the Bankers.

tor unto them.

If the Treasure of Princes were disposed by this manner of Account, they should

receive many benefits and advantages.

First, they should not be in wants as they commonly are, but make their Treasure Princes Acgo further in payments, because they may know at all times where to find their counts to be kept by De-

own, and what is owing unto them.

Secondly, they should not be deceived as they are by their Auditors Accounts, by ditor. way of charge and discharge, made formetimes many years after, when commonly Officers are much indebted unto them, and yet call for Mony continually, which afterwar is (before the Account made) is confumed by extraordinary allowances, which are eatily procured, when their Moneys are out of their Coffers; fo that upon the matter, they might pay that with one penny which now doth cost them three pence, whereof the late Wars in Ireland gave us a sufficient instance.

Lastly, the charges and expences of Officers would be much diminished, and

Princes would content their followers and subjects with better pay.

Worthy of perpetual remembrance is that noble Prince King Henry the feventh, Notable exwho in his fingular wifdom and policy) knowing how Princes are fubject to be ample of King who in his fingular wifdom and policy) knowing how Princes are fubject to be ample of King who in his fingular wifdom and policy how princes are fubject to be ample of King who in his fingular wifdom and policy how princes are fubject to be ample of King who in his fingular wifdom and policy how princes are fubject to be ample of King who in his fingular wifdom and policy how princes are fubject to be a fingular wifdo wronged by their Officers in the disposing of their Treasure, by fraudulent and de-venth. centful accounts, which either by ignorance, or otherwise by connivence, do pass, did himself (with great facility) take an inspection in all his Exchequer Accounts, by an Abstract of the said Accounts, entred in a book by some experienced and skilful man in Accounts, whereunto his Highness did subscribe his Royal Signature, before the Officers (upon good Certificate made to the Lord Chancellor) could have their Oujetus est pass the great Seal of England. And the said King was pleased many times to enter into particular examination of fome of the Accounts, whereby he did strike a Terrour into the Hearts of the Officers; so that they became more careful, and durst not commit any fraud or deceit by combination or toleration, but his Treasure was duely administred and preserved. This Signature of the Kings, in the faid book, is extant to be feen in his His Majesties Exchequer.

Urgent necessity caused the late French King Henry the fourth, when he was King Providence of of Navarre, to be present in the disposing of His Treasure: In so much that after- the French wards (in possessing the Diadem of all France, and calling to remembrance his for-the fourth. mer observation, by comparing things to their first principles) he found that every French Crown being fixty foulz) which his Coffers should receive, there came not above the fourth part de claro unto him. Whereupon by rooting out of Corruption, deposing of needless Officers, profitable emptions of things necessary, and by wise disposing of them, he brought (è contrario) three parts of every Crown unto his Coffers, and did in progress of time accumulate a very great Treasure: And yet did he increase Officers Fees, according to the alteration of time, which (by acci-

dental causes) had made every thing dearer.

Thus much obiter. Now if a Merchant be also Factor for others in the buying Factors Acand felling of Commodities, delivering of Monies at interest, and by dealings in Ex. counts. changes and Rechanges, having actoridge allowed to him for the same, according to the manner of Merchants, some more and some less, as they agree between them, the difference

difference in keeping other mens accounts, with whom they have any correspondence, is but small; for if it be for Goods or Merchandises sold, they will intitle the Account, Goods of the Account of such a man, do ow unto Cash, such a sum paid for Custome and Charges; or if it be for Goods bought, he will do the like, and discharge the Accounts by making the said Merchant Debitor or Creditor, for it is as the said Accounts require, which he doth also charge with Factoridge, or provision for his Sallary: and therefore all Factors keep a particular Account, to know what they have gotten by Factoridge or provision at the years end, and then they charge that Account with their charges and all such expences, as they have been at, and the remainder is posted to Capital, as in the Account of Profit or Loss, whereupon some others do bring their charges and expences, and so carry all the provision to Capital or Stocke: Herein every man may use his pleasure, for this manner of account affordeth many distinctions; All which several Branches or Members of Account may be brought to make up the compleat Body; for by the dismembring of an Account, separating every thing in his proper nature, you are inabled to find out many errours and intricateness of Accounts, by reducing the Body of it to his perfection.

Difmembring of Accounts.

A Question made by Civilians about Books of Account.

In this place may be expected a declaration of the feveral Coyns, or Calculation of Monies, wherein the Books of Merchants Accounts are kept beyond the Seas: But because the same is founded upon the several Exchanges between Country and Countries, I have thought good to refer the fame to the proper places of Exchanges hereafter following, and to conclude this fecond part of Lex Mercatoria, with that notable question made by the Civillians; Whether a Merchant or a Banker, keeping two Books of Account, the one concerning the Monies of his Bank, and the other touching trade of Merchandise for Wares thall be consured alike for such Monies as he oweth unto his Creditors? So that the Creditors (after his decease) shall all stand in equal degree to be paid, either in the whole or in part, if the Bankers effate be not sufficient for the payment thereof; Herein the Judges of Merchants do make no difference, but the Civilians have made a great distinction therein, and they fay, That the Book of the Bank, is more to be credited than the other; for, faith Bens venuto Straccha, the Book of the Bank was kept publickly, and the other as it were) fecret to himself: So that the Creditors of the one are to be distinguished from the other, as being two negotiations, and to be dealt therein according to their feveral natures, and the means thereof extant, with such considerations as may be incident thereunto. To declare my own opinion, I say, That the Canon and Civil Law, making no distinction in the payment of the Testators Debts, between Monies owing for Wares or for Interest; there ought not to be any difference in the nature of the debt, in regard of the Books of Accounts.

The End of the second Part.

The Third Part

LEX MERCATORIA,

Or the Ancient

LAW-MERCHANT,

Concerning Exchanges for Moneys by Bills of Exchanges, compared to the Spirit or Faculty of the Soul of Traffick and Commerce.

Aving (in the First and Second Part of this Book) intreated of the Body and Soul of Traffick, namely, Commodities and Moneys. Let us now handle the predominant Part of the course of Traffick, which is the Exchange for Moneys, by Bills of Exchanges for Forrain parts, compared to the Spirit or Faculty of the Soul. For as Moneys do infuse life to Commodities by the means of Equality, and Equity, preventing advantage between Buyers and Sellers: So Exchange for Moneys by Bills of Exchanges (being seated every where) Corroborateth the Vital Spirit of Traffick, directing and controlling (by just proportions) the prices and values of Commodities and Money, as shall be declared.

Many men cannot well discern the distinction of the Spirit in sundry matters, because man (confisting of Body and Soul (that) which belongeth to the Spirit) is comprised under the name of Soul: But if they be willing to understand the necessary distinction hereof, reason in the Theorick Part, will demonstrate the same

in the practick Part of this discourse of Exchanges.

Saint Paul in the latter end of his second Epistle to the Thessalonians, wished a fanctification to their Spirits and Souls, and their Bodies until the day of Judgment. The Faculty For albeit the Spirit of man, is rightly termed to be the Faculty of the Soul; yet of the Spirit of inthe Spirit of the parts of the Soul concerning Understanding and Will, have their proper relation; for that part called Understanding, is feated chiefly in the Soul, as Will is in the Spirit, both to be accompanied with Knowledge.

The Philosophers have made this distinction by their Chymical observation: And fuch as place the Soul in the Blood (difperfed through all the Veins of the Body) do also place the Will of Man in the Spirit, residing in the heart of Man, which the Anatomists demonstrateth to be a little concavity, where the drops of the vital Blood are placed in the heart, which are seared up, and the place is shrunk in Bo-

dies which have been Poyfoned.

To make application of this comparison between the Soul and the Spirit, we shall of the comfind by the following discourse, that even as the Spirit of Man is predominant over the Soul and Body in all the Actions thereof, which by the Blood are quickned and preserved, even so is the Exchange for Moneys by Bills of Exchanges, overruling the course of Commodities and Moneys in all places where the Action of Money is felt or feen, directing the fame (by fome due proportions) accordingly.

L l 2 CHAP:

2 Theff. 5. 23.

Application.

CHAP.

Of the beginning of the Exchange for Moneys, by Bills of Exchange.

He Exchange for Moneys is of Great Antiquity: for (as we have declared) the first Silver Moneys Coined by the Romans is almost 1900 years since. And even as Mony was invented to be made of the best Metals, to avoid the troublesome carriage of Commodities up and down, and from one Country into another: So (upon the like confiderations) when other nations (imitating the Romans) did Coin Moneys, Exchange by Bills for Moneys was devided, to avoid both the danger and adventure of Money's and the troublesome carriage thereof. This Money now being made by divers Nations of feveral Standards and divers Stamps and Infcriptions, (as a Mark of Soveraignty) caused them to appoint a certain Exchange, for the permutation of the several sorts of Coyns in divers Countries, without any transportation of the Coyn, but giving Par pro Pari, or value for value, with a certain allowance to accommodate the Merchant: And the Officers to execute the fame. were called, Numinularii, Argentarii, and Collybista, that is to say, Nummularii of Nummus or the Coin it self; Argentarii, because the Silver Coin was most ufual in the course of Traffick; and Collybista, because it signifieth a reward for Exchanging.

Here now let us observe four manner of Exchanges which have been used, and in some Countries are yet continued, albeit some of them are abrogated in England, commonly called Cambio Commune, Cambio Real, Cambio Sicco, and Cambio Fieltio,

The first manner of Exchange called Cambio Commune, is properly that Exchange

which denomination may be admitted.

munė.

The cause of

theExchanges

change.

which the faid Collybifta, or common Exchangers did use by the authority of Princes and Common-weals, for the lawful and current Moneys of their Kingdoms and Territories; which was found to be very expedient and necessary, and was established to prevent the exportation of Money from one Country into another Country: And these Exchanges did deliver in all Countries the Money in one species, for the Moneys in Tables of Ex- other species by them received, as aforesaid. Whereupon King Edward the third of England caused certain Tables to be set up at Dover and other places of the Realm, declaring the value of the faid fundry species of Coin of all Countries trafficking with his Subjects, and the allowance which Merchants were to give to have their turns ferved; as may appear by the good Laws made in his time, when there were Moneys coined in divers places of this Kingdom, and not in one Mint only within the Tower of London. And this was long before the discovery of the West-Indies, from whence the Ocean of Money did run into Christendom. And for the Government of the faid Tables, all was at the direction of the Master of the Kings Mint at London. and with a correspondence of other Mints, namely, at Canterbury, at Kingston upon Hull, New-Castle upon Tine, Bristol, and Exceter. And the Exchanger for the King at London did also depute Exchangers in the most places, except that certain Mer-friscobaldi the changers at Kingston, New-Castle, and Exceter, who made the said Exchanges of value for value, with a reasonable allowance, and by their means were all the faid Mints fet on work, and the transportation of our Monys was prevented; for as Bilhop Turhds book of Atithmetick

declareth.

Exchangers.

declareth, by giving par pro pari, or value for value, there was no gain left to the

transporter.

The Kings of England did constitute these Exchangers, even as the Cambiadors Kings Exand Bankers are used in other Countries, being Authorized by the King or Prince of changers. the faid Countries, especially King Edward the first of England, who had two Exchangers, the one called Custos Cambii infra Turrem, who had the charge in buying of Bullion and to look to the Coinage of Money within the Realm, now called the Warden of the Mint: The other was called keeper of the Exchange and Rechange within or towards this Realm, for Moneys to be paid in specie, by Bills of Exchanges beyond the Seas. And afterwards the faid Exchanges were made without naming the species, but according to the value of the several Coins, and this was called Cambium Cambio Real Regis, or Royal Exchange, which caused Queen Elizabeth to name the Burse in Lon-

don accordingly.

This office appeareth to have been in the 11th. year of the faid King Edward, by an Act of Parliament made at Acton Burnel, fince which time the succeeding Kings and Queens have continued the same by 16 several Letters Patents. And whereas it feemed that the faid two Exchangers could not execute their offices conveniently being asunder; it fell out that, in Henry the sixth his time, a Law was made, by which both offices were put into one mans hand, and so continued many years, until the time of King Henry the eight, when he caused base Mony to be made at the Siege of Bulloign, whereupon no certain Exchange could be grounded: Albeit that Exchanges before that time, in the two and twentieth year of his Raign, he caused a Proclamation to be made according to an old Statute made in the time of King Richard the fecond, That no person should make any Exchanges contrary to the said mean. The Chroni ing or Act of Parliament, upon pain to be taken to be the Kings mortal enemy, and to forfeit all that he might forfeit. For in his noble Fathers time King Henry the feventh, the Bankers had invented a Course of Merchandising by Bills of Exchanges.

which they named Cambio Sicco, and Cambio Fictitio.

This Cambio Sicco, alias called dry Exchange, is in this manner: A Merchant hath occasion to use, Verbigratia, one hundred to, which they will deliver him in Cambio fieca. London, to be paid unto their Factor at Stoad: But having there no Factor of his own, the faid Merchant is content to make his Bill of Exchange upon the Bankers Factor, payable to him the faid Factor, with order and advice, that when the faid Bill shall be due, he shall charge him by Exchange again, and take up the Mony there, and he will pay the same with the rechange and charges of Factoridge and Brokeridge: Wherein they will be sure to make him pay very great Use or Interest, of fifteen or twenty in the 100 for the taking up of this Mony, and to make it more dryer Exchange, they will be contented to take no Bill at all, but the Merchants promise to pay it, as other men do at the same time, dealing in Exchange for the said place of Stoad, and in like manner for other places.

Cambio silititio is yet more pernicious, and performed in this manner: A Merchant (to keep his credit) being driven to buy goods for a faift, when Mony is not to be Cambiofidino had, and he will not be beholding unto others, coming unto them (as having store of Commodities at all times) they feign that they have need of Mony, and must fell their Commodities for ready Mony; provided always (fay they with loving protestations) we will pleasure you thus far look what the Goods come unto, we will take it up for you by Exchange for Venice, Lyons, or forme other place, so as you will pay us for Exchange, Rechange, or any other incident Charges: Whereunto the Merchant agreeing, then shall he be sure to pay soundly for the Use of the Mony, and lose exceedingly upon the Wares.

These two biting manner of Exchanges being discovered, were by an Act of Parliament prohibited in the 3 and 4 year of King Henry the seventh: Afterwards (as is noted) the Exchange being discontented in the time of King Henry the 8, it happened that the former abuses came to be rife again in the reign of King Edward Exchange the fixth, which caused the Use of Exchange to be utterly forbidden for a short time. was forbidden.

But as Ships cannot fail without Water, no more can Traffick substitutional Exchange in the accustomed places: So that the inconveniences appearing it was restored again in hope of good dealing and reformation promised by other Princes, concerning the Royal Exchange. But in the time of Queen Mary it was again neglected; who being Married with King Philip the second of Spain, did continue in those things, because the dominion of the Low-countries were esteemed to be under one degree.

Complaints of Exchanges.

In the beginning of the Raign of Queen Elizabeth, new complaints were made of the New Exchanges, by Mr. Hulfell Courtmaster of the Company of Merchants Adventurers; but no man could apply or find a remedy to moderate the Inequality of Exchanges, and to have value for value, as appeareth by Letters Patents granted to the old Lord Treasurer Burghley, who did not execute the same in three and twenty years after, for want of true direction; to the great loss of the Realm, as made feen by a Commission in Blank returned by divers Merchants: Albeit the Italian Merchants in those days could not deny the abuses thereof being exposulated withal, as by their Politick Letters appeareth, under the hand of Acerbo Velutelli, Suigo Cavallemit, and others, who wanted not some upholders to maintain their private benefit:

CHAP. II.

Of the true Calculation of Moneys in Exchange by Bills of Exchanges, according to Par pro pari.

The true ground of Exchanges.

He true Royal Exchange for Moneys (by Bills of Exchanges) is grounded upon the weight, Fineness and valuation of the Mony of each Country, according to the Par, which is, value for value: And so is our Exchange of England grounded upon the weight and eness of our Moneys aforesaid, and the weight and fineness of the Moneys of each other Countrie, according to their several Standards proportionable in their valuation, which (being truely and justly made) maketh the price of Exchange for every place, according to the denomination of the Mony, whereupon all Exchanges are made.

These Exchanges do much differ in the name and proportion between the Gold and

The manner to calculate Exchange.

Imaginary and Real Coin. Par of Exchange. Silver observed in most Countries; so that we are to examine and compare our weight aforefaid, with the weight of other Countries: And the fineness of the Sterling Standard with the fineness of the several Standards of the Coyns of other Countries: And if we differ not with them in the proportion between the Gold and Silver, then may our Fxchanges run at one price both for Gold and Silver, taking the denomination according to the valuation of Moneys of each Countries: And hereby shall we find how much fine Silver or Gold our pound sterling containeth, and what quantity of other Moneys of Germany, Italy, France, the Low-countries, East-land, and ellewhere we are to have in Exchange, to countervail the same in the like weight and sineness anfwerable unto ours, be it by the Pound, Doller, Ducat, Crown, or any other imaginary or real Coin, giving always value for value, and receiving the like, which is called Par. But this course of Exchange being of late years abused, and (as it were made a Merchandife, doth overrule the course of Commodities and Moneys by rising and falling in price, according to plenty and scarcity of Money, and in regard of discrepance and distance of time and place: Which made some Merchants (by missaking) to compare the course of Commodities and Exchange to be a like; as if the measure of a

thing, and the thing measured thereby were alone. For even as Money is Publica Mensura, or the publick measures within the Realm between man and man: So is Exchange the Exchange for Moneys the publick measures between us and Forraign Countries for publick measures between the publick measures between the publick measures are publick measures and Forraign Countries for publick measures are publick measures and Forraign Countries for publick measures are publick measures are publick measures are publick measures and Forraign Countries for publick measures are publick measu all Commodities bought and fold, which therefore requireth a certainty in the cal-ons, &c. culation of the Par atorefaid, admitting nevertheless an advantage above the same,

upon occasions on either side.

This Exchange is properly made by Bills, when Money is delivered fimply here in The manner England, and Bills received for the same, to have the payment thereof in some other exchange. Country beyond the Seas, or when the like is done beyond the Seas, and the Money is received here in England, and that upon a certain price agreed upon between Party and Party, which is termed the price of Exchange, whereof Merchants have the only and whole disposing, and buy and fell their Commodities beyond the Seas accordingly; Without that few or none of them do look into the nature of Exchange, as aforefaid, but only to the present object, which is, to know how the price of Exchange goeth at the time when they have occasion to deal therewith: Howbeit such Merchants. as never or seldom deal for Commodities, but altogether for Money by Exchange, have another observation therein; and Merchants that will be Exchangers indeed. must know perfectly the weight and finess of our English Coyn, and of the Forraign Coin also, and compare the same together to make the said calculation of Exchanges: wherein they are not to be directed by the valuation which is uncertain and incon-valuation of flant, much less by the tolleration of Moneys beyond the Seas to go currant above Money bethe faid valuation; fo that by Authority they ought to be governed and directed inconstant. herein, declaring the true value for value, or Par pro Pari, as the very foundation of all Exchanges; because this is not a fit study for every Merchants capacity, and may be done nevertheless with great facility, and without interruption of Traffick, as shall be declared.

But to come first to the particulars concerning weight, we are to know, that in all weight of places beyond the Seas, they use for their Moneys (both Gold and Silver) the mark Money in Exweight of 8 Ounces, heretofore spoken of, with the division of 20 Penny weight, or 20 English, fo called beyond the Seas, and the subdivision of 24 Grains here. or 32 Azes or Grains there. These 8 Ounces compared unto our Pound weight Troy of 12 Ounces, are within a little all one, Ounce for Ounce in weight. But upon the Pound of 12 Ounces, as aforesaid, which is one mark and a half mark weight of theirs, it is found that in the faid proportion of a Pound, our weight is heavier than the weight of Germany and the Low-Countris by 3 Penny weight; and than the weight of France, Italy, Spain, and Scotland, by 4 Penny weight; all which may be confidered in the price of Exchanges, in allowing more or less for the Par according as the foundation of the Exchange lieth, either upon our 20 Shillings Sterling, or upon their Crown, Ducat, Doller, Florin, or other Coin, which is properly the head or Radix Cambii, whereupon Exchanges were made. The head of This weight is to be confidered in the weight of the piece of Coin, and from the Exchanges, or pieces to the number of them in the mark or Pound weight aforefaid.

Concerning the finess of Money to be calculated in Exchange, the same is known Finess of by weight, for it must be distinguished thereby; that is to say, We ought to know Money in Exchanges how much fine Silver or fine Gold there is in the mark or Pound weight, of the fun- changes. dry Coins of the several Standards of Moneys of all Countries, where Exchanges are used between us and them: And to calculate the same upon the Pound Sterling for some places, or upon the Crown, Ducat, Doller, Florin, and other imaginary Coins

for other places, to the end we may have finefs answered by weight.

To understand the premisses, let us suppose that a Merchant stranger cometh into the Realm, and bringeth with him many unknown and strange Coins, to have the Coin of the Realm for it, according to value for value by weight and finess, and that The manner the faid Merchant (having weighed the faid Coins) hath a sufficient knowledge of to examine the quantity of fine Silver and Gold which is contained in the faid weight, and his the weight and fineness of defire is to have the fame answered unto him by the like weight, and by the like fine- Money.

ness in weight in Moneys of this Kingdom. Herein (no doubt) he will be affured. what fineness or fine Silver and Gold there is in our Moneys, and that he may have the fame by weight in the faid quantity of Coins, whereupon (after the weight of our Moneys) he will calculate distinctly what quantity of Silver and Gold there is in the faid Moneys, and what quantity of Copper, and fo will require the full quantity both of the Silver and Gold, and of the Copper accordingly. So is it with the matter of Exchange, grounded upon the very value of Coins, if there were no valuation whereby the price of Coins is baptized and receiveth a name, which giveth a denomination of price unto the said Coins, or unto the Exchanges of the said Coins, which in the manner aforesaid maketh the said price of Exchange.

But fo long as the calculation remaineth upon weight and fineness, without respect had to the valuation; so long may we esteem the said Coins to be in the nature of Materials or Bullion; that is to fay, Prohibited Moneys to be currant, which Forraign Nations call Bullion, as it were unlawful and fit to be molten down, from whence the word Bullion is derived, or which other Nations call to be Materials, or Mass of Gold and Silver, even as Copper is called Allay or mixture thereunto.

Concerning the Valuation of Moneys, we have already in the Second Part intreated thereof, compendiously and substantially: So that in this place we are to observe the denomination, which giveth a rate or price unto Exchanges, even as it doth unto the several Species of Money in their kind.

Concerning the proportion between the Gold and Silver in the faid Exchanges we are to observe, that when the proportion between the Gold and Silver was 12 to one, or one Pound of Silver to an Ounce of Gold (which is now 13 to one;) then the ensuing calculation in Exchange was true, namely, to account eight Carrats of fine Gold, or four Ounces of fine Silver for 20 Shillings Sterling, referving in the faid rate a reasonable gain for the Merchants towards their gains and charges. But now that the faid proportion is altered, and that thirteen Ounces and : part, or four Penny weight is appointed to be given for one Ounce; of necessity it followeth that the Silver is undervalued, and the Gold advanced: So that in matter of Exchange there ariseth a two-fold consideration, the one to be established in Par, according to the Golden Coins, and the other after the Silver Coins. And this meafure of Exchange between Us and Forraign Nations is very tender and delicate; yet Merchants occasions, in the course of Traffick, do exceed the said limitation upon plenty or scarcity of Money, and the many deliverers or takers up of the said Moneys according thereunto, which is proper to confirm the mutability of Exchanging above the fad Par, but never under the fame: For it is like unto the Needle of the Compass, which hath been touched upon the fixed North Star.

Some Merchants are so far wide from the knowledge of the value of Coins, and the Exchanges made thereupon, that they are of opinion, I hat there can be no certain Rate or Par of Exchange fet to answer justly the value of the Coins in Forragen parts, by reason of the diversity and disproportion of the Coins of Gold and Silver, and their intrinsical and extrinsical values. But these Merchants are to understand, that the Moneys of all Countries have a proportionable valuation relative within themselves, according to their several standards for weight and fineness, only the fmaller and baser Coin hath some little known advantage, which may be considered of in Exchange, if there be cause that the quantity of those Moneys do exceed the bigger and finer Coin. This confideration hath been had heretofore; and especially in the Par agreed upon between the Low-Countries and this Realm, in the year 1575, when upon the Philip Doller the Exchange was at twenty five Shillings the Par, and the finall Moneys would exceed twenty feven Shillings, and upwards, but the quantity did not furmount the better Coin. The like was upon the Par agreed upon with the States of the United Provinces, Anno 1586, at thirty three Shillings four Pence; and with Hamburgh and Stoad, to twenty four Shillings nine Pence Lubish upon the Ricks Doller of thirteen Shillings, or nine Marks four Shillings for our Pound Sterling of 20 Shillings, making four Dollers and one half to answer the faid Par,

Definition of **Eullion** and Allay.

Valuation of Moneys in Exchanges.

Proportion between Gold and Silver in Exchanges made in England.

Proportionable valuation of Moneys for be made accordingly.

which Dollar is inhanced fince to 54 Shillings, and we receive now but 4 Dollars for the same, and so for other places accordingly.

CHAP. III.

Of the Denomination of Imaginary Moneys of all places, whereupon Exchanges are made by Bills.

HE Denomination of Moneys, which we call Imaginary, is because there is not any peculiar or proper Mony to be found in specie, whereupon the Exchanges are grounded, as it was in times past in many places, where some Moneys were the cause to ground the price of Exchange upon: As our Angel Noble, being coined for fix Shillings eight pence Sterling, whereupon Exchanges have been made, as now is done upon 20 Shillings, and so might the new Pieces of our Soveraign King James, Laureat be ta-But it is more proper to make Exchanges upon the Silver Coins, for the price of Commodities is most ruled thereby in-all places, which by the quantity is 500 to one. Hence did proceed the Cause, that when our Gold in the year 1611 was ad- The price of vanced ten in the hundred above the Silver, the price of Commodities did not rise, Gold not so effectual as albeit forraign Nations did cause the price Exchange to fall. But if Silver were inthe price of hanced, presently the price of Commodities would follow as the rule thereof, and Silver. the price of Exchange would fall more, for Exchange will over-rule both.

In like manner do we call the Moneys of other Countries, whereupon Exchanges are made to be Imaginary, as the Dollars in Germany, the Crowns in France, the Ducats in Italy and other places, which by the great diversity you may understand as followeth; together with

The Calculations of Merchants Accounts, whereupon their Books of Account are kept; according to their Imaginary Monys:

N Flanders, Brabant, and most places of the Low-countries, they keep their Pound Fle-Books of Account and Reckonings by 20 Shillings Flemish, every Shilling 12 De-mish. niers or Pence, which Shilling is 6 Stivers.

In Artois, Henault, and other places by Pounds Tournois of 20 Stivers, or Pound Tour-40 Pence Flemish, whereof six called Guildern or Florins make the Pound Flemish nois. in all the 17 Provinces of the Netherlands.

Some do reckon by Pound Parasis, which are but 20 Pence, whereof twelve make Pound Parathe Pound Flemish: But their Accounts, as also the Reckonings of their Prince, or fis. Finances, are kept by Pounds Tournois, which Pound they divide into 20 Shillingss every Shilling into twelve Pence, and the like is done by the Pound Parasis, and these have also their subdivisions of Obolus, Maille, Heller, Hallinck, Corte, Mites, Point Engevin, Poot, and such like Copper Monys too tedious to rehearse.

In Germany, in the year 1520 was the Gold Guilder coined for a general Coin, Gold Guilder. and valued in Holland for 28 Stivers, which is now in specie at double the price; nevertheless they do continue to buy and sell all that great quantity of Corn, which is brought from the East-countries, Poland, and other places, by the said Gold Guilder of 28 Stivers. Their Dollar was coined at 65 Creutzers, fince risen to 72 Creutzers; Creutzers; yet their Exchange is made upon the Dollar of 65 Creutzers, which is imaginary.

M m

- At Augusta the Exchange is made upon the said Dollar of 65 Creutzers, at

3 weeks or 14 days fight after the Bill presented.

At Frankford they reckon by the Guilder of 60 Creutzers, called in Latin, Cru-Florins of 60 Creutzers, cigeri, being Pieces with a Cross, they are Florens, and their Exchange is made upon the Dollar of 65 Creutzers, payable in the two yearly Fairs or Marts, the one the week before Easter, and the other in the beginning of September, to continue for all the Month.

At Noremberg, the Exchange is made upon the faid Dollar of 65 Creutzers, and many times upon the Florin of 60 Creutzers, which they also divide into 20 Shil-

lings, and every Shilling 12 pence to keep their Accounts by.

For Bohemia, Exchanges are made upon the Dollar of twenty and four Bohemicos. Eohemicos. At Vienna they reckon by Guilders or Florins of 8 B, of 30 d to the Shilling, and two Heller to the Penny, and Exchange is made thereupon.

Divers Guilders.

At Baviera, by Guilders of 7 s. of 30 d. for Exchanges and Accounts.

In Hungary, by Guilders of 10 s. of 30 d. and by Florins of 20 s. and 12 d. to

the Shilling, and Exchanges are made upon their Ducat.

At Breflo and Lipsich they reckon by Marks of 32 Grosses, of 12 Heller to the Marks of 32 Groffes. Gross, and they exchange by 30 Florins Brefle's, to have at Vienna 34 Florins, or at Norenberg 32 Florins.

Pounds of 20 Shillings and 12 Hellers, &c.

At Ulme they reckon by Pounds of 20 s. and 12 Heller to the Shilling, and their Exchange is made upon the Dollar of 60 Creutzers.

At Coloign by Dollars of 72 Creutzers, for Accounts and Exchanges.

Pound Sterling.

At Embden they reckon by Guilders, and Exchange upon the Rickx Dollar; but from London hither and thither upon the & Sterling of 20 s.

At Hamburgh they account by Marks of 16 s. Lubish, of 12 d. to the s. Ex-Marks of 16 Shillings changes for London upon 20 s. Sterling, and for other places upon the Rickx Dollar before mentioned of 33 s. now by them inhanced to 54 s. Lubish, or so many Stivers Flemish.

> In Pomerania they reckon by Marks of 16 s. Snudens, and the Exchange is upon the Rickx Dollar of 32 s. of two Snudens.

Eight Marks a Dollar.

In Sweden they reckon by Marks, whereof 8 make a Dollar, whereupon they exchange, and 2 Marks make a Clipping of 9 ½ Stivers.

In Denmark upon Marks of 16s. Exchange upon the Dollar.

Polish Guilders of thirty Groffes-

In Dantfick they keep their Account in Polith Guilders, of 30 Groffes, every Guilder of 18 d. to a Gross. The buy with the great Mark of 60 Grosses, or with the little Mark of 15 Gross, also by Scoc of 3 great Marks; and they exchange upon the Florin Polish, or upon the Pound Flemish, payable at 14 days, and also one month.

Florins Polish of 18 Farthings.

At Riga they buy by Dollars or Florins Polish of 18 Farthings, whereof the 11 make ten Dollars: But their Exchange is made upon the Rickx Dollar. The Accounts in Barbary are kept, and Commodities are fold by a Ducat of ten

Ounces to the Ducat, and 8 Eights to the Ounce, valued at 12 d. Sterling.

Florins of 48 Smillings.

In Poland their Accounts are made by Marks, and the Exchanges upon the Dollar, and also upon the Florin of 48 s. the Mark being ; part of it.

In Russia they have small Coin of 11 Ounces, 15 Penny weight fine, called Dengen, whereof 320 Pieces weigh but a Mark of 8 Ounces. They exchange upon the Dollar of Germany; but for London upon their Roble, which is a double Ducat,

Roble or Mark. Ducat Di Camera.

accounted to be a Mark Sterling, or 13s. 4d. At Rome they keep their Accounts by Ducats, Di Camera of 13 Julie every Ducat, which they divide in 20 s. and every Shilling 12 Pence. Their Exchange is also made upon the said Ducat, Di Camera, which for Lyons are made payable by Marks

D'or, or of Gold, fo called, but are imaginary. Ducat Impe-

At Millain they keep their Accounts by Ducat Imperial, divided by 20 s. and 12 1. and Exchanges are made also upon the said Ducat, accounting 80 s. to the Ducat Imperial. But all their buyings are made by a Ducat current of an hundred and twenty Shillings.

Αŧ

At Venice they account by Pounds Flemish of ten Ducats of 24 gross, which they Ducat di divide by 20 Shillings and 12 Pence, also by the Ducat of 124 Shillings, called Ducato di Banco, or currant, and thereupon Exchanges are made.

At Florence they account by Crowns of 20 Shillings, and 12 Pence tothe Shil-Ducat Largo, ling, or by a Ducat called Largo, or Scripto in Banco for Exchanges. Florin is Banco.

twenty and four Quatrinii.

At Genoa all Accounts and Exchanges are made by Crowns of fixty Shillings, di- Crowns of 60 vided by 20 Shillings and 12 Pence, and here are above 15 Banks, or Exchanges.

At Verona the Exchange is made upon the Ducat of 93 Shillings, and they make Ducat of 93

their Accounts by 20 Shillings, and 12 Pence to the Shilling.

At Luca Exchanges are made for divers places in Italy; and for Lyons upon the Ducat.

At Naples they Account by Ducats, Tarys, and Grains, the Ducat 10 Carlini, Ducat of 10 Tary is two Carlini or two Royals, and Exchanges are made hereupon for the most Carliniplaces of Italy. But for Lyons they Exchange by number, as 125 Ducats for one hundred Crowns.

In Calabria, Puglia, Exchanges are made upon the faid Ducat of 10 Carlini.

At Ancona Exchange is made on the Ducat of 21 Gross, which is in specie 23 Gross, Ducat of 21 and is also 14 Carlini, of 6 Bollidini for a Carline.

At Bologna they Account by Piastra or Pound of 20 Bolognesi: The Exchange Piastra or

is upon the Ducat of 4 Piastri.

At Palermo in Sicilia the Ducat is 13 Tary, of two Carlini the Tary.

The five Royals of Spain are 6 Tary, they Account by Ounces of 30 Tary to Ducat of 13 20 Grains, every Tary and every Grain of 6 Piccoly, and their Exchanges are made Tary. upon Florines of 6 Tarij.

At Lyons in France all their Accounts, by an edict made in the year 1577, are to be kept in French Crowns of 60 Soulz or three Pounds Tournois, and their Ex- Crowns of changes are made thereupon, unless it be for some places in Italy, where they Ex- Exchange. change for number, to have fo many Ducats for fo many Crowns of the fum, but not in specie, which is altogether imaginary, yet respecting value or Par.

At Paris, Roan, &c. their Accounts and Exchanges upon the faid Crown.

In Spain, at Sevil, Madril, and other places, their Accounts are all kept by Mal-Ducat of 375 vedies, whereof 375 are esteemed to make a Ducat of Exchange of eleven Ryals, every Ryal is 34 Malvedies, and so maketh but 374. Others keep their Accounts by Ryals of 34 Malvedies in Ryals, as our English Merchants do, and their Exchange is made upon this imaginary Ducat of three hundred seventy five Malvedy, to be paid in Bank with five upon the thousand, which is the salary of the Banker, or without the Bank, to be paid without the same.

In Castile their Exchanges are also made upon the Ducat of 37.5 Malvedies, which Ducat de peso, they call in the Bill of Exchange Ducados d'oro, or de peso, to be paid out of the or D'oro.

Bank is better by 6 or 8 pro milliar.

In the Kingdom of Arragon, Barcelona, Valentia, Saragossa, and Catalonia, the Roy-Ducat of 12 al of Plate is 23 Dinero's, and the Ducat is 12 Ryals, whereupon they make their Royalls. Exchanges: And their Accounts are by 20 Shillings and 12 Pence for every Ducat of 12 Royals, as aforefaid.

At Lixborn they keep their Accounts by Mill Reas, whereof 400 Reas make a Ducat or Cru-Ducat, alias Crusado. Mill Reas is 22 Royals of ten Testons, every Teston is 100 st of 400 Reas. Reas. There is also Testons of 4 Vintains, the Royal is two Vintains, and the Exchange is made upon the Ducat of 400, &c.

In Turky, at Aleppo, Tripoli, and Constantinople, by Sultanees of 120 Aspers, or Sultanees of

Dollars of 80 Aspers, every Asper is ten Macharines.

At Alexandria in Egypt they Account by Ducats. There is a Ducat de Pargo, ma-Ducat de king 3 Ducats of Venice, also Italian Ducats of 35 Maids; and the Venice Ducat is Pargo. better, and maketh 40 Maids.

At Edenborough in Scotland Exchanges are made upon the Mark piece of Silver, Mark Scots. Mm 2

which is valued in England at 13 ! Penny, being otherwife 13 ! Penny, or 13 Shilings 4 Pence Scots: So one Mark and a half Scots is 20 Shillings Scots, and 20 Pence Pounds Scots. Sterling is one Pound Scottish, which is 12 to one. The 18 pieces of 20 Shillings is by the faid valuation 20 Shillings 3 Pence: And the Taker up of the Money at London payeth for 12 Pence the faid mark of 13 + Pence, at 2 or 3 months time in Scotland, as they can agree.

Pound Irith.

At Dublin in Ireland the 15 Shillings Sterling is one Pound Irish of 20 Shillings; whereupon Exchanges are made, with allowance of 6 Pence or 8 Pence upon every Pound payable at London; and for want of a Mint no Bullion is imported thither, and Exchanges are diverted into other places.

Pound Steel-

At London all Exchanges are made upon the Pound Sterling of 20 Shillings, and 12 Pence to the Shilling, for Germany, the Low-Countries, and other places of Traffick: And for France upon the French Crown: For Italy, Spain, and other places, upon the Ducar, or for the Dollar and Florin in some places, according to the custom of the place, whereof more particularly is to be observed in the Course of Exchanges.

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of the Times of payment of Moneys by Exchange, and the Terms of Art afed therein.

H.E. discrepance of Time for the payment of Moneys by Exchange, hath a regard to the distance of the place or places where the Money is to be paid. Wherein we may consider these Windows Windows Division of the place of the place of the place of the Money is to be paid.

ney is to be paid. Wherein we may confider three Kinds of Diverfities, called by the terms of Art in matter of Exchange; At Sight, Usance, and double Usance, or treble.

The taking and delivering Money at fight bindeth the taker up of the Moneys

At Sight.

to give his Bill of Exchange, directed upon his Friend, Factor or Servant, in any place beyond the Seas, to pay upon fight of it, or within three, four, or more days, so much Money as hath been taken up by him, after such a rate the Pound, Dollar, Ducat, or Crown, as it is agreed upon between them in I orraign Coiny either according to the valuation of Moneys, or currant Money for Merchandife, which is more ordinary, because Merchants will admit sometimes to receive some Coins at a higher rate than they are valued, upon occasion that some Species are required for Transportation, or some other use to make payments: Which toleration is by Authority many times suffered to draw Moneys unto their places of Jurisdiction. Herein is to be noted, That if the Bill be made payable at so many days fight, that the number of days must be expressed in the Bill or Bills; son commonly there are made three Bills of one tenor for every fum of Money taken up, because if one Bill be lost, the other may serve in place.

Policy of Estates.

> The second time of payment, called Usance, which is either the time of one month, two or three months, after the date of the Bill of Exchange, as hereafter is declared, according to the Custom of the places where these Exchanges do run: According to which time, the Party upon whom the Bill of Exchange is directed, is to pay the same, unless there be good cause to the contrary, as shall appear hereafter.

At Ufance.

The third time of payment, called double Usance, is either two or more months. or always double the time of the Usance, respecting by Custom the course thereof: And many times Exchanges are made upon the half Ulance, which is fifteen days.

Double Ulfance and ereble Ufance. But confidering the Wind and other hinderances, it is better to limit the days after fight in the Bill of Exchange, and to fend the same by Sea and Land with a Letter of advice, which the taker of Money commonly doth deliver with the Bill of Exchange: whereunto the Bill maketh also relation, and treble Usance is accordingly.

There is another time for the payment of Exchanges, where great payments are Payments in made, as in lairs or Marts, as at Madril and Medina del Campo, by three Fairs in the Marts. year; at Lyons by four payments yearly, and at Frankford twice every year, &c.

The difference of the times of payment do alter the price of Exchanges according to the time, commonly after twelve, fifteen, or twenty in the hundred by the year. So between the Pound Sterling Exchanged for the Low-Countries at fight and Usance, is between four and five Pence, and double Usance and Usance, 6 or 7 Pence, which ordinarily was accounted to be but four Pence, after 10 pro 100. But for the Fairs and Marts it is very uncertain because the payments are all at one time, and the neerer Consideration the Fairs are at hand, the more shall the taker up of the Moncy fave by paying less Interest, because he hath not had the use of the Money from the beginning that Exchanges were made for the Fairs, which in questionable matters is very considerable.

Usance from London to and from Middleburgh, Amsterdam, Antwerp, Bruges, and other places in the Low-Countries, is one moneths time from the date of the Bill of Exchange, and double Usance is two months.

Usance from Hamburgh is 2 months, and from Venice 3 months.

Usance from Antwerp to Rome is 2 months, and from Lyons to Rome a month.

Usance from Antwerp to Venice is 2 months, to be paid in Bank.

Usance at Florence is 2 months, and from Florence to London 3 months.

Usance from Genoa to Rome and Naplessis 10 days fight; and for Palermo and Antwerp is 2 months by ordinary observation, and so is Luca.

From Naples to Antwerp is 2 months; and the like for Palermo.

Usance for Roan and Paris is a month, but commonly at 3 weeks fight.

From Antwerp and London to: Sevil is 2 months.

Castile payments are in three Banks, and Ferias de Villalon, Medina del Campo, and Medina del Rio Sicco; but many times prolonged by the King of Spain.

Usance from Lixborn to London and Antwerp is 2 months; which Merchants are to know, because the Bills of Exchanges do not declare the same:

CHAP.V.

Of the nature of Bills of Exchanges.

HE nature of a Bill of Exchange is fo noble and excelling all other dealings between Merchants, that the proceedings therein are extraordinary and fingular, and not subject to any prescription by Law or otherwise; but meerely subfisting of a reverend custom, used and folemnized concerning the same. For the better declaration where: of let us fet down the form of a Bill of Exchange from London to Amsterdam, and from Amsterdam to London again, viz. .

Laus Deo. Adi 24 August 1622 in London - 500 34B 6d.

T Usance pay by this my first Bill of Exchange to A. B. the Sum of Five hundred Pounds Sterling, at Thirty four Shillings and Six Pence Flemish, for every Pound Sterling currant Money in Merchandise, for the value hereof received by me of C. D. and put it to account as per advice, A Dio, &c.

. G. M.

On the backfide is indorsed, To my loving Friend Master W. C. Merchant at Amsterdam, Pa.

This is the form of a Bill of Exchange for Moneys delivered and taken up at London for Amsterdam. The second Bill doth differ in the addition of these words only, at Venice not having paid by my first Bill, pay by this my second Bill, and so in the third Bill: For there are commonly three Bills made, as aforesaid.

Laus Deo: Adj 20 of September 1622 in Amsterdam - 1008 at 33\$ 6d

T Usance pay this my first Bill of Exchange unto W. M. the Sum of One hun-A dred Pounds Lawful Money of England, for the value here by me received of D. H. Make him good payment, and put it to your Account. God keep you.

Subscribed, W. C.

On the backfide is indorfed, To my loving Friend Master G. M. Merchant at London Pa.

1. This is the form of a Bill of Exchange for Moneys taken up at Amsterdam to be paid in London, wherein the time of payment may be made at fight, or fo many days after fight, or at double Usance, according to the agreement: Or the Bill may be directed to my servant, or to himself or any other: Or it may say, put it to the account of fuch a man. But the best is to refer it to the Letter of Advice, and where

the first Bill is noted Pa. the second must be 2a. and the third 3a.

You may not fay in the Bill, it may please you to pay, or I pray you to pay, although it were to your Master; for the Bill of his high nature doth carry with it a command, without respect of Persons, and most men will not use the words, Make him good payment; but the fewer words, the more formal: Neither is there any Witness unto it, nor any Seal, but a small piece of Paper of some two Fingers broad: And the Letter of Advice doth declare for whose Account, or to what intent or purpose the said Money is taken up: Which Letter of Advice doth accompany the

Bill of Exchange with the like inscription, with the words De adviso.

Also for Moneys here delivered, where the ground of Exchange is of the 20 Shil. lings, whereupon the Exchange is made, you may not express what the Sterling Money maketh in Flemish Money; not so much for that by miseasting you might make your self liable, as for that it is not mannerly to cast up another mans Account: Neither may you make a Bill of Exchange payable to the bearer or bringer thereof (as you make your Bills Obligatory beyond the Seas) to avoid the inconveniency which might happen in derogation of the nobleness of the said Bill of Exchange, which every Merchant is to maintain. All other Bills of Exchanges for Germiny, Spain, Italy, France, the Low-Countries, Portugal, or any other places between them, to and from place to place, do not differ in the form, but in the manner of the Moneys to be paid in Bank, or out of the Bank, or in such a Fair or Mart, at such times and in such Moneys according to the Countries.

Although now used, or abused.

Rare Customs 2. The Bankers and divers italians have a content, one of their fervants doth make the Bills of Exthem, or for their company, or any other, one of their fervants doth make the Bills of Exthem, or for their company for whom it was taken up and the Master he doth write under the said Bill, Pagate come si dice, that is to fay, Pay as it is faid; and this goes as current among Merchants, as any other Bill made by the Parties own hand, and all proceedings thereupon are done accordingly.

3. They

3. They have also an ordinary Custom to transfer and put over their Bills of

Exchanges before they are made unto any other person; as for example,

One in Antwerp doth deliver by Exchange 500 & Sterling, to be paid here in London unto another Merchant here, who is to make him a Bill of Exchange for the same. Afterwards within two or three days, this Deliverer of Mony hath occasion to take up 500 & for London, and having taken the same of another Merchant, he is to make him also a Bill of Exchange for this Mony, as the other Merchant was to make him for the 500 Pounds, which he did deliver him by Exchange for London as aforesaid. Hereupon he knowing the Name of theP arty in London, to whom the other Mans Mony was to be made payable, caused the Bill of Exchange to be made payable to the faid Party, as he should have done with his own proper Bill of Exchange, and whereas the value should be mentioned to be received of the second Man that did deliver him the Mony, he causeth both of them to be named in the Bill. and sometimes three or four are named in the said Bill, if it be so often rechanged, by faying, For the value received of fuch a Man, for fuch a Man and fuch a Man, upon the Account of such a Man. This is good at all Assaies, for the Reverence which is born to Bills of Exchanges, and by these means there is Charges and Factoridge saved between the Parties, befides the commodiousness, that one Man doth write and fend his Bill of Exchange for all those that did change and rechange there the faid Mony; which is not done all with one Sum, and with one Bill of Exchange, but the Sum may be made up by many Bills of Exchange, payable all to that Man, although it be be by divers persons. Such and the like courses are daily used and practifed beyond the Seas, without interruption in matter of Exchange, which may feem to be intricate.

This course of dealing is altogether strange to the Common Laws of England, and cannot be determined thereby; for whereas (by the advice of Merchants) some matters upon Bills of Exchanges have been tryed upon an Action of Assumpsit; here is neither Consideration nor Assumpsit to be proved, unless the Bill had been

accepted, wherein are many observations.

To make this more apparent, therefore let us illustrate it by example. Peter delivereth five hundred Pounds to John, who is to give the Bill of Exchange for it: Peter taketh up five hundred Pounds of William, and may give him the faid Bill of John for it; William taketh up five hundred Pounds of Nicolas, and may deliver John and Peter's Bill for it; Nicolas taketh up five hundred Pounds of Francis, and doth give him the Bill of John, making mention of Peter and William. Here are four takers up of Mony, and but effectually one deliverer of Mony, which is Francis: For albeit that Peter was the first deliverer of the five hundred Pounds, he became aftaker again of the faid Mony, receiving the same of William; so that Gradatim, John is the first taker up of the said five hundred Pounds, Peter is the second taker up; William is the third taker up, and Nicolas is the fourth taker up of the faid five hundred Pounds of Francis. To this Francis is the Bill of Exchange given, payable to his Friend, Factor, or Servant, in the place for which the Mony was taken up. But the faid Bill is made by John, the first taker up of the faid Mony, declaring, That the value of it was received of Peter, for William and for Nicolas, upon the account of Francis, which is the last deliverer of the Mony; which Bill being paid, all the parties in this Exchange are satisfied and paid: Which is done with great facility.

4. There is also a Custom, that Monys are taken by Exchange for a certain place, by Men who are not generally known, and therefore must use another Mans credit, as a third person in the Exchange: If this Man do subscribe his Name to the third or second Bill of Exchange, it is sufficient, and will be duly performed accordingly.

5. It is also ordinary, that a Master to draw Mony from his Servant into his own hands, or a Merchant in the like case from his Factor, will make a Bill of Exchange payable to some other person, and say in the Bill of Exchange, For the value received of such a one, naming a Friend of his, as he taketh the said person to be; if the Servant or Factor do accept this Bill, he will be made to pay it; and if this person whose Name hath been used, will deal unjustly, the Master or Merchant shall be remediles, unless

he have some Collateral Writing for the same, because the Bill of Exchange must

be maintained.

6. Again, if a known Servant do take up Moneys beyond the Seas upon his Masler, and give his Bill of Exchange for it upon the said Masler, the Masler is liable to pay the same, although he did not accept the Bill of Exchange; for it is understood, that by his credit (and not by the Servants credit) the Money hath bin taken up, so that until he make a publick declaration, denouncing his Servant to the Brokers of Exchanges and otherwise, the Master is to pay all by the Custom of Merchants to be kept inviolable.

7. There is also a Custom, that a Master to his Servant, or one Friend unto another, will send Bills of Exchanges with the Names in blank, from one Country into another, as from Hamburgh to Embden, or from Antwerp to Amsterdam, and from thence to Dansick; and at Amsterdam the Names are put in to whom to be paid, and of whom received: And this dependent upon the credit of him that

made the Bill of Exchange, and this is also accomplished very orderly.

8. Again, a Merchant may take by Exchange, in another Mans Name, or in his own Name and another Mans Name together, Mony to be paid in any place where Exchange is used, and subscribe his Name, and that Mans Name, or that Mans Name alone: And this Man whose Name is used is liable and answerable to the said Exchange, if it be proved that it was done, or the like used to be done, by that other party, with his consent or privity, for to avoid inconveniences in the course of Exchanges.

9. Nay, this goeth yet farther to be confidered of in equity, and so adjudged, that if a Man do take up Money for any place by Exchange, polito from London to Middle-burgh, and there the Money is paid, and taken up again by Exchange for Antwerp, and there it is also paid by Money taken up for Anthere again by Exchange for Antwerp, and there it is also paid by Money taken up for Anthere again for Middleburgh, and at Middleburgh it was again returned and taken up for London in one or more sums running in account between all these parties dealing therein; but here at London it is not paid, but goes back again to Middleburgh by Protest, and there the taker up of it becometh insolvent. Now if it be proved that those Moneys were originally taken up at London by the credit of that first taker, which hath been a principal cause of the continuance of it by Exchange, this Man of London is to be charged with it, as well as the taker up of the Monys beyond the Seas. Thus may we see how tender and noble a Bill of Exchange is of nature, which by the proceeding thereupon will be made more apparent.

CHAP. VI.

Of the non-acceptation of Bills of Exchanges, and Customs observed concerning the same.

His high nature of a Bill of Exchange requireth fuch preciseness of proceedings to see the performance thereof, that every Man ought to be very vigilant to see to observe the same: And therefore as soon as a Merchant receiveth a Bill of Exchange, whether it be payable at fight, usance, or double usance, he is to present the said Bill of Exchange to the party upon whom it is directed, to know whether he will accept the same: Which if he do, or promise (by Writing under it the word Accepted, or with addition of his Name, Accepted by me A. B.) then the party is to pay it the time contained in the Bill. But if the said party be not resolved to accept the same, then after 24 hours past, it is convenient to present him the said Bill, with a Notary to make intima-

First Obser-

intimation of it unto him, and to know whether he will accept the same, as you did before: If he deny to accept it, then the Notary doth protest against him in words. that the Merchant doth intend to recover all damages, which he or the deliverer of the Money beyond the Seas, or himself for others might or shall sustain thereby, whereunto the party needeth not to make any reply: But if he do, and withal defire the Notary to declare the same in the Notarial Act or Protest which he maketh for the Non-acceptation; then the Notary is to put it down in writing accordingly, and to deliver the same to the Merchant to be sent beyond the Seas with all expedition, because the deliverer of the Money there may take notice of it, and secure himself of the party, if there be cause: And in the sending of this Protest of Intimation, the opportunity of the first Post is to be observed to send the same by.

If the Merchant to whom the Bill is payable were absent, or fick, or departed this second oblife, nevertheless any friend or servant of his may cause his Protest to be made by the servation. Notary, who doth declare the name of him at whose request he doth present the

faid Bill of Exchange.

If the party to whom the Bill of Exchange is directed, be absent, or will not be found, Third obserthe Notary may proceed nevertheless, and go to his lodging or dwelling-house, and vations leave afterwards the Copy of the Protest with some of the house, or throw the same within doors, and keep a note of it against the next time. But these Protests must be made at convenient hours, neither too early in the morning, nor too late in the evening, neither upon Sabbath-days nor holy-days, but as it were sedente Curià; when any Courts of Justice are open.

Before the time of the payment of the faid Bill, the party may notwithstanding Fourth obaccept the faid Bill, and pay it at the time; or another may accept the Bill for the honour of it, if you take that other man to be sufficient: Wherein the danger is nothing; for all others remain still answerable, and you have no man more bound by the faid acceptation: Which he doth in these words, Accepted by me A. B. for the

honour of the Bill.

If this man at the time doth pay the faid Bill of Exchange, because the party upon Fifth observawhom it was directed doth not; yet he is to make first, before he doth pay the same, a Protest, with a declaration that he hath paid the same for the honor of the Bill of Exchange, whereby to receive the Money again of him that had made the Bill of

Exchange.

If a Bill of Exchange be accepted, and nevertheless not paid, or that it be not ac- Sixth obsercepted, as aforesaid, and remaineth unpaid; then must you cause the Notary to make vation. a fecond Protest for the non-payment of it, and therein declare that you intend to recover all damages, charges, and interest against the maker of the Bill, or any other interest in the said Exchange and Rechange, which must be declared in the said Protest by a sworn Broker of Exchanges, who giveth notice of the price of Exchange to the Notary; and if there be cause, or hope of payment, you may keep this Protest 2 or 3 days in your hands without danger, or else send it away to be recovered beyond the Seas, of him that made the Bill of Exchange, and took up the Money there.

But if this Bill were accepted here, then is it lawful to demand payment of it by Seventh ob-Law or otherwise, both here and beyond the Seas, at your pleasure, until the Bill be satisfied: Neither may the party that made the Bill leave it unpaid (without discredit) until he that hath accepted the same do pay it, or be compelled thereunto by Law; for there must be plain and honest dealing in it both ways: And if the party that did accept the Bill do afterwards break before the time of payment, the giver of the Bill, or any other whose credit hath bin used therein, are still answerable for all.

There must be great regard had of the letter of advice, and of the Bill of Exchange, Eighth obserand for what account the same is to be paid, before you accept the same: For if a Bill shall fay, put it to the account of such a man, and the letter of advice by some occasion shall alter the same; you cannot safely pay this Bill of Exchange, but must declare the fame by of way of Protests, otherwise the Bill of Exchange may be construed against you, if there be differences in account, whereupon the matter may come in question.

Again,

Ninth obser-'

Again, if a man do accept a Bill of Exchange within himself, as being made payable to himself, and he doth it upon another, than either the Bill of Exchange or Letter of advice doth signisse, he must also make a Protest declaring the same, or he shall pay it in his own wrong by the Custom of Merchants.

If a man do pay a Bill of Exchange before it be due, unto one that breaketh after-

Tenth observation. If a man do pay a Bill of Exchange before it be due, unto one that breaketh afterwards, he shall be compelled to pay the same again unto the deliverer of the Money, in whose power it is to divert the payment, or to cause the Bill to be altered and made payable to another during all the time of payment.

Eleventh ob-

If a Bill of Exchange be intercepted by any means, and taken from the Post that should have brought the same, and the party to whom the Bill is payable, having advice of it by other Letters, doth come to himupon whom the said Bill was directed, and desireth his promise of acceptation, without that the Bill is shewed him, and afterward doth pay him the same accordingly, without taking any Bill of Exchange for it; this payment is not good nor lawful by the acustom of Merchants, and the deliverer of the Money beyond the Seas will recover it of you again.

Twelfth obfervation. If Protest of non-payment be made of a Bill of Exchange, which hath been set over or transferred to many persons, as in the Case before declared, where Francis was the last deliverer: then all the parties interested in that Exchange are answerable for it, insomuch that Peter, who was the first deliverer of the Money, and afterwards became a taker, and doth bear adventure of all until the Bill be paid, and so do all the other takers named in the Bill. As for example, Francis the party who took this Bill, as being deliverer of it at last, must go a retrograde course herein, if John who made the Bill, and was the first taker up, do not pay the the same: Francis then seeketh Nicholas, Nicholas seeketh William, William seeketh Peter, and Peter seeketh John, the first taker up of the Money of him. Suppose that John is broken, then he goeth to Peter; if Peter broken, then to William; if William broken, then to Nicolas; if Nicholas broken, then all is lost. So that all of them are answerable to this Bill as abovesaid.

These twelve Observations are to be kept and maintained by the Custom of Merchants concerning Bills of Exchanges, as carefully and seriously as the Romans did

their Law of twelve Tables, fo much celebrated by them.

A case about Bills of Exchanges which were accepted,

There happened of late a case worthy the consideration for matter of Exchange. A Merchant of Antwerp being indebted unto another Merchant there, did deliver several Bills of Exchanges for the fum of 800th upon a Merchant in London, who did accept all the faid Bills of Exchanges, which were payable at Usance and double Ufance: After this, the Merchant that gave the faid Bills in Antwerp to the other Merchant, did break : Hereupon the Merchant at London (repenting himself to have accepted the faid Bills) maketh intimation by a Notary to the parties to whom the Bills were payable, that he did not intend to pay the faid Bills, because the party broken in Antwerp had not received the value of the Money of the other Merchant there, although the Bills of Exchanges did acknowledge the Receit, for the Bills were given upon accounts between them, which were to be made up, and he was not to clear their accounts and the party broken did owe unto him far greater fums. The parties at London answered the Notary, That they looked to be paid according to the acceptation of the Bills of Exchanges, and for other matters they had nothing to do therewith. Interim, the party at London who had accepted the Bills died, and fo all the Bills returned protested, and the matter rested undetermined. But the opinion of other Merchants and my own is, that the Acceptor of the Bills was to pay them, and his Heirs and Executors are liable thereto, unless there were found an apparent combination and practice in it between the two Merchants of Antwerp, as was by many suspected. Thus much concerning the observation of Exchanges.

CHAP. VII.

Of Notaries, Intimations, and Protects.

HE Intimation of Notaries well and orderly made, may be called to

be true Probation of the Originals in the Courts of Law and Equity, whereby the better Foundation may be laid in all litigious Causes, which take their feeling beginning of a wrong done, whereof Intima- The time of tions are a Manifestation; and Protests (as being more sensible) are and Protest a means of the redress thereof; both these have a tripartite reference in the course of Traffick to Commodities, Money, and Exchange of Money by Bills of Exchanges, according to which we are to make our Declaration, observing first and foremost, That the time to make the said Intimations and Protests must be observed, both for days and hours, as hath been noted; for the hours convenient are when the actions of men are publickly done in the day time, neither too early nor too late, but as it were at fuch times as matters are ordinarily heard in judicial Courts, wherein the Commodities Sabbath days and Holy-days are to be excepted, which they are like to observe.

For Commodities bought or fold, to be delivered at or before such a day, it is not ed by a day. fufficient to make Intimation, and to tender the Commodities before the day; but it must also be done upon the last day, and to take Witness of it: And if the Commodities be not of the goodness that they ought to be by the Contract or Bargain made, and nevertheless for some Causes you do not hold convenient to refuse them, let there be made a Notarial Instrument or Act concerning the defectiveness of the Commodities, with a Protestation of your intention to recover all your damages and losses fulfained or like to be fulfained thereby, which will be very available unto you upon all occasions. This is much observed beyond the Seas, especially upon the Ladings of Ships which are to take in the same, or else may incur a further danger unto the Charter-party of Fraightment. And whereas the Master of the Ship will make a Protest against you, if his Lading be not ready at the day appointed or agreed upon, so is it reasonable that you make the like Protest against the Party that sold you the Commodity to be delivered at such a day: And if it fall out that you have committed the like fault, and thereupon a Protest is made against you, and the Notary will crave your Answer, to be recorded that thereupon at convenient time some advantage may be taken against you (the not answering of the land hear and fee; Money paycourteous or brutish) the ordinary answer is, Video & taceo, or I do hear and fee; Money paycourteous or brutish) the ordinary answer is a land to be taken against you (the not answering or Protest. advantage may be taken against you (the not answering being taken to be diswhich words the Notary doth infert in his A&, Intimation, or Protest.

If Intimations, Protests, or Witnesses be made concerning the Receit and Payments of Moneys upon Bonds or other Evidences limited to a day, you are then to observe the last hour of the day, and to tender, or to attend for Moneys to be paid or to be received until Sun-set, at the place where the same is to be payed, and commonly stay there one hour after Sun-let, with Witnesses; and if the House, Lodging, or place be thut up, make your Tender or Demand upon the Door-threshold, but the Money must be told even, and thenput up again into the Bags, and take notice and Witnesses of it under their Hand-writing of the day and hour when the Money was tondered; or on the other fide when it was demanded. But this last is in case when Money is made payable on rea- Money payfonable demand: For albeit Moneys simply acknowledged to be owing by Bill or Bond, able upon rea-without limiting time of Payment, are taken to be due, ipfo facto, that is, as soon as you mand.

or Specialties.

did underwrite the faid Bill or Bond: Yet Civility requireth a kind of Intimation and Demand, which is the reason that by the Civil Law, although a Bill have a time limited for the Payment, yet if the same be 30 years old, and hath bin never demanded, it is void of course, and cannot be recovered by that Law. And Bills made upon reasonable demand, if they be not demanded in seven years, which is accounted the life of a Man, it is void also; for there must be a determinate course in all things, or a continuance by way of reviver: Therefore Lands holden in quiet possession for the space of sixty years, is a perpetual inheritance by the said Law.

If Monys payable upon the sorfeiture of a Bond have bin taken, or robbed upon

which were payable upon a Forfeiture.

the High-way, or otherwise, whereby the Bond could not be paid upon the day, yet is it necessary to make Intimation of it at the place where the same was to be paid, to avoid all fuch advantages as may be taken thereupon, upon the redemption of Lands or Leases, Jewels, or any other Commodities, wherein the Courts of equity will relieve a Man hereupon the sooner; for it is a demonstration of a good will and intention prevented by fuch a mischievous accident:

Et si desint vires, tamen est laudanda voluntas.

For non-acceptation of a Eill of Exchange.

Concerning Intimations and Protests to be made upon Bills of Exchanges, for the non-acceptation of Payment; it is to be noted, that the first Protest which is in the nature of Intimation, requireth more celerity than the other: And albeit that by Custom the Party who is to accept the same hath 24 hours respit to deliberate before he gives his Answer, nevertheless it is not good to lose any time in the making of the Protest of Acceptation. For if there be no pregnant cause, the Protest may be left in the hands of the Notary for a while, but your diligence cannot be discommended.

For non-payThis Protest being made, and afterwards the Difference Protest, unless the Party
ment of a Bill Notary is the fittest man to demand the Payment, or to Protest, unless the Party

This Protest being made, and afterwards the Difference Protest, unless the Party
ment of a Bill Notary is the fittest man to demand the Payment, or to Protest, unless the Party This Protest being made, and afterwards the Bill of Exchange becometh due, the upon whom the fame is directed, do give notice that he will pay the fame, which

done, there is an end.

If a'Bill of Exchange by contrary wind or other occasions be so long upon the way, that the Usance, or the time limitted by the Bill be expired, and being prefented to the Party for the Payment, he will not pay the fame, then the Notary doth make the Protest both for the Non-acceptation and for the Non-payment, reciting the Bill of Exchange verbatim. And moreover he calleth unto him some fworn Broker of Exchange, to know how the price of Exchange runneth at Usance for the place where the Money was taken up, and he maketh of it a Declaration in the Protest, according unto which it must be answered beyond the Seas, with Change, Rechange, Brokeridge, and all Charges, which must be paid according unto Usance from London to the place aforesaid. As for example, Suppose the sum were 100 th Sterling, taken up at Amsterdam for London, payable at Usance, which is one months time, at 33 s. and eight Flemish Money for one Pound Sterling; for which was received at Amsterdam in that Money 168 th 6 s. 18 d. The Bill not being paid here, and the price of Exchange being certified by the Broker, and the Notaries Protest, to be at 34 Shillings six Pence from Landon to Amsterdam: Hereupon the Account is cast up at Amsterdam accordingly, which cometh to 172 & 10s. Add hereunto Brokeridge, and port of Letters here and at Amslerdam, and sometimes Factoridge, which is together one in the hundred, which amounteth to 34 s. fo he receiveth at Amsterdam 174 & 4s for the Payment of this Protested Bill, which is 5 th 17 s. 4 d. more than he had disbursed, which he payeth for the use of the Money for two Months, and so for other Bills, &c.

The manner of Payment of a Protested

CHAP. VIII.

Of Reciprocal and Double Exchanges.

HE like Customs are observed in all Reciprocal and Double Exchanges Reciprocal made between Merchants of feveral places, without disburfing of any Exchange. Money on either fide where the faid Exchanges are made, but being mearly depending upon the Payments to be made in forreign parts.

These Exchanges are either positive between the Parties, or acciden- Positive price The positive Exchanges have a certain price agreed upon between both Parties, of Exchange. Reciprocally exchanging one with another. As for eample, A.B. of London hath a continual Trade of Hampshire Kersies for Venice by the way of Germany, and maketh his return altogether by exchange: C.D. of London also on the other side hath a continual Trade for Reading and Kentish colour Clothes for Antwerp, where having made Money of his Clothes, he causeth the same to be made over by exchange for Venice, to be imployed there in Organsin Silk or other Commodities to be sent for London. These two Merchants, considering each others Trade and the Adventure of delivering their Monies by Exchange to others beyond the Seas, wherein they must trust their Factors or Servants, or they must take up the Moneys by Exchange themselves, with some disadvantage, do make an Agreement and Contract of Exchange between them, That A. B. shall cause from time to time for and during the term of one year, all the Moneys which he shall have at *Venice* to be delivered to the Factor of C. D. at *Venice*: And the said C. D. shall cause in like manner all the Moneys which he hath at Antwerp, to be delivered to the Factor of A. B. at Antwerp, who maketh over this Money unto him by Exchange, either directly for London, or for some other place, as Amslerdam, or Hamburgh, and so from thence for London, according as he observeth the course of Exchange to be most beneficial for himself, observation or as the Factor (if he be judicious) shall observe the same for him. By this Agree- of the course ment or Contract, the said two Merchants do agree and conclude between them a set for the most or politive price of Exchange, as well for Venice as for Antwerp, whereby the Ducat of profit-Venice shall be rated at so many Pence Flemish, for the Money which is received at Antwerp; or the Pound Flemish may be valued in Sterling Money after a rate, and the Ducat of Venice likewise. And hereupon they do clear their Accounts between them once a year accordingly, which sometimes is done with allowance of Interest for the discrepance of time, if it be without Bills of Exchanges and done only by Letters of advice, or Acquittances of Receipts to reckon by, which is more usual in these positive Exchanges, where the price is agreed upon in certainty for fuch a time.

The Accidental reciprocal Exchanges on the contrary are uncertain in their price, Accidental and alter from time to time as the course of Exchange runneth. As for example, A. B. Exchanges calleth unto him a Broker of Exchanges, and telleth him that he hath occasion to in price. take up a thousand Ducats for Venice, and that he is to make over the said Money for Antwerp, and will kno the price for both places. The Broker answereth that he will effect the same, and ... the price of Venice is fifty and six pence for the Ducat, and for Antwerp 33 Shillings Flemish for the Pound Sterling: And presently after he cometh to A.B. the Merchant again, and telleth him, that C. D. the Merchant is conented to deliver him the thousand Ducats for Venice, and to take up the same for him gain for Antwerp, either at the same prices or thereabouts. These 1000 Ducats at 6 Pence do amount to 233 88 6 Shillings 8 Pence Sterling, for which C. D. giveth

Bills of Exchanges for Antwerp to be paid there at Usance, which is one months time from the date of the Bills, after the rate of 33 Shillings Flemith for 20 Shillings or one Pound Sterling: And A. B. giveth his Bills of Exchanges reciprocally to C. D. for the thousand Ducats to be paid at Venice at Usance, which is three months after the date of the said Bills: And here is no Money paid on either side at London, and yet the Bills of Exchanges fay the usual words (for the value received of each other) according to their Agreement, and both parties fend their Bills of Exchanges for the aforesaid places. Not long after it falleth out, that the Bill of Exchange, that C. D. gave for Antwerp cometh back again by Protest, for the Non-acceptation, and not long after, another Protest for the Non-payment of the said Bill. Hereupon A. B. cometh or sendeth to C. D. for to have satisfaction for this Bill of Exchange delivered him for Antwerp, and C.D. giveth him full fatisfaction of it, with the Rechange and Charges, according to the said Customs, if he be a substantial man of credit and reputation: For although the faid C. D. was the first Deliverer of the Money unto A. B. by the thousand Ducats for Venice, and might alledge that he received no Money of him, but a Bill of Exchange for Venice, whereof he had no advice whether it were accepted or not; yet fuch is the precise and commendable Custom used in Exchanges, that he may not stand upon any Allegations or Evasions which might interrupt the said course, without manifest discredit unto him, unless there were cause of doubt that the Bills of Exchanges of A. B. should not be accomplished at *Venice*; neither may A. B. (without discredit) countermand the Payment of the thousand Ducats at *Venice*, ynless there were just cause to call the credit of C. D. in question: For the manner of these Exchanges are usual in all the places of great Exchanges, as at Lyons, Bizanson, Madril, and Venice, where the most standing Banks are, and where they do get Money ingeniously by the Calculation upon their Payments at the Fairs or Markets, by intermissive times either twice or thrice within the year: In regard whereof, and to avoid this observation in that strictness, they have used to say in their Bills of Exchange, Par la Valuta Cambiata, for the value exchanged with fuch a one, and not for the value received, as aforefaid, because they make their Payments as it were all at one time, which is otherwise in those places where no Banks are kept, or may be also in some of these places, if the Money be payable without the Bank, as we have noted before.

Many Merchantstrafficking only in Exchanges, become good observers, and as ingenious as the Bankers themselves; according to the Adage, Fabricando sabri simus, whereby they know the variation of their Compass, and the points to direct their course by, observing the accidental causes of great Payments of Moneys to be made in some places, and of employment to be made upon Commodities in some other places, or the scarcity of Money for some places, and the plenty for other places, or the generality of both, calling it as the Spaniards say La place of a larga lo estrecha, The exchange or place is streight or plenteous; so that those Merchants (running with the stream) can make their Exchanges beneficial to themselves, and that without Stock or Capital of their own, but meerly by taking up Money for one place, and delivering the same for another place, at an under-value in the price of Exchange; sending many times the Moneys in species, which have been taken up by exchange, when the same doth yield more than the price at which they took up the same;

as in our precedent Treatife hath been declared more amply.

Rescounter in Exchange is voluntary.

The value of Money exchanged.

This orderly course of payment or satisfaction to be made for Bills of Exchanges, doth admit to rescounter or stoppage but voluntary, that is to say, Is I owe you 100% by a Bill of Exchange by me accepted, and within three or four days you shall owe me the like 100% for another Bill of Exchange by you accepted; I cannot rescounter these Payments to answer each other, unless you condescend thereunto, although the Money were due to be paid, but every Bill of Exchange is to be answered or paid in his proper nature. For let us suppose that some countermand be made by him that caused this Money to be made over unto you, before you were to pay the said Bill, which (for some causes) you are to sonceal for a time, you are for all that to be paid off your hundred Pounds, or the diligences which are requisit to be done herein are both ways

to be observed accordingly. But when it is done byvoluntary consent and agreement, then is it questionless; for Voluntas est mensura actionum, The Will doth regulate actilate the Action; and if any Factor do the same for another mans account, without ons, &c. Commission, he shall be answerable for it, as before is declared in the Title of Factors and Servants, and the Commissions given unto them.

For the better explanation of Exchanges for Moneys, taken up for one place, and

delivered again for another place, let us observe this example.

Ten thousand Ducats were taken up at Antwerp for Venice, at Usance of two months at several prices of 113 pence, 114 pence, 115 pence for the Ducat, being the medium, or one with another at 115 pence, made Fle-

mish Mony--These R. 4791 — 13—4, were made over for Lons d and Rechanges of Moneys. don at Usance being one Month, at divers prices, whereof the Medium was 32 shillings 4 pence, and made---

These R. 2875 sterling being received, and Factoridge, Brokeridge and port of Letters deducted, remained 2860th, which were made over for Anwerp again at several prices, and the Medium was 34 s 2 1 d-

The ten thousand Ducats at Venice were taken up for Frankford, at 130 Florins of 65 Creutzers for 100 Ducats, whereunto Factoridge and Brokeridge added, it amounted to 12130 Dollars of Florins of 65 Creutzers, and with Brokeridge and Factoridge at Frankford was Florins-

The 4894-15-10 Flemish, received in Antwerp, were made over for Madril in Spain at divers prices, whereof the Medium was 106 pence for a Ducat of 375 Maluedies to be paid in Bank at four Months time, with five upon the thousand, and made Ducats-

These 11132 Ducats, 12 shillings 6 pence of a Ducat, were made over from Madril to Lixborn in Portugal, and deductingFactoridge andBrokeridge there remained 11010 Ducats of 440 Reas for every Ducat of 375 Maluedeies, or

These 12111 Ducats or Crusats of Lixborn made over to Antwerp, Factoridge and Brokeridge deducted, remained 11990 Ducats, at 98 pence Flemish every Ducat or Crufat, was Flemish-

The 13260 Florins at Frankford, taken up for Antwerp at

These Moneys paid Brokeridge and Factoridge for Venice, and delivered for London, and for Madril 38-2-4, which must be deducted-

So there was advanced by industry with other mens

4 Example of

ts sid -15-10

Flo. s d -13260-

-I2III --- II-

CHAP. IX.

Of the Feats of Bankers performed by Exchanges.

E have, in the first part of this Book, made a description of Bankes and Bankers, in regard of the Payments and Exchanges made in Banks for Commodities bought and fold: And having in the precedent Chapters declared the four manner of Exchanges, and the Merchandifing Exchange by denomination of it to be the Canker of Englands Common-wealth; let us now intreat of the feats of Bankers.

Some men of judgement have found my Writing to be invective and pathetical a-Bauks are in- gainst Bankers, wherein they are not mistaken; for the use of Banks (unless they compatible in be countermined by other Banks) are not to be suffered in any well ordered Comcommonweals.

The French King Lewis the ninth, and Philip the Faire, did with great cause confiscate the Bankers goods, and for discovery of their Debts, ordered their Subjects to pay only the principal money into their Treasuries. Philip de Valoys did the like, and indicted them as cozners Bodin de Rep. of the Common-wealth; for it is found that in a short time, with 24 thousand sterling, they had accumulated and gotten above two Millions four hundred thou-

fand pounds.

Others (who through envy, malice, and other passions, have the eys of their judgment blinded) have centured my writing to be Apologetical, for the erection of a Bank, under the colour of restauration of the ancient Office of the Kings Exchan-Difference be- ger: which how absurd it is let the wise judge, by the difference between a Banker tween a Ban- and a general Exchanger. The Banker doth draw unto him all the Moneys of other men, making his small stock to be infinit; and the Exchanger must with his own stock supply mens occasions. The Bankers makes the price of Exchanges with correspondence of other Banks elsewhere, at his pleasure and most advantage: The Exchanger hath no correspondence with other Bankers, but with his Factors and Servants is limited to deal honestly with all men.

But because it is difficult to please mens humours in the reformation of abuses. which either for gain some would have to continue, or others through ignorance do not understand: Therefore is there another mean propounded, as you see by this

discourse.

Now comming to the Feats of Bankers, it is not finee yesterday that the same have been observed, much less by me invented: But in the year 1576, the wise and famous Council of Queen Elizabeth caused the same to be examined by discreet perfons, who did make report thereof, albeit they missed of the remedy; and they did distinguish the manner of Exchange to be threefold, viz.

For the Bankers private gain and benefit. .

O lay their Money with gain in any place of the World where any Exchange lyeth.

To gain and wax rich, and never meddle with any Princes Commodities.

To buy any Princes Commodities, and never bring penny or penny-worth into the Realm, but do it with the Subjects Money.

To grow rich, and live without adventure at the Seas, or travel. To do great feats having Credit, and yet to be nought worth.

weals.

tween a Ban-ker and an Exchanger.

To understand whether in conjecture their Moneys imployed on Exchange, or buying of Wares, will be more profit.

To know certainly whether, and what the Merchants gain upon their Wares they

fell and buy.

To live and increase upon every Princes Subjects that continually take up Money by Exchange, and whether they gain or no.
To wind out every Princes Treasure out of his Realin, whose Subjects bring in

more Wares than they carry out of the Realm.

To make the Staple of Money run thither, where the rich Prince will have it to be brought, and pay for it.

To unfurnish the poor Prince of his provision of Money, that keeps his Wares up-

on interest Money, if the enemy will seek it.

To furnish their need of Money that tarry the felling of their Wares in any con-

tract until they make them come to their price.

To take up Money to Engross any Commodity, either new come or whereof they have some store, to bring the whole Trade of that Commodity into their own hands to fell both at their pleafure.

For the advancing of one Common-wealth above all other Common-weals.

O hide their carrying away of any Princes Money.

To fetch away any Princes fine Money, with his own or any other Princes base Money.

To take up Princes base Money, and to turn into his fine Money; and to pay

the deliverer with his own, and gain too.

To get upon credit into their hands for a time all the Merchants Money that will be delivered, and pay them with their own, and gain too.

To make the Realm gain of all other Realms, whose Subjects live most by their own Commodities, and fell yearly the overplus into the world, and both occupy that

increase yearly, and also their old store of treasure upon Exchange.

To undo Realms and Princes that look not to their Common-wealth when the Merchants-wealth in fuch, and the great houses of one Country conspire together so to rule the Exchange, that when they will be deliverers, they will receive in another. place above the standard of the Mint of the Princes Money delivered: And when they will be takers, they will pay the same in another place; under the Standard of the Mint of the Princes Money taken up.

To get ready Money to buy any thing that is offered cheap.

To compais ready Money to get any offered bargain out of anothers hands, and fo by outbidding the other, oftentimes to raise the Wates.

For the destruction of a Common-wealth:

Oget a part and sometimes all his gains, that imployeth Money taken up by Exchanges in Wates, and so make others travel for their gain.

To keep Princes for having any Customs, Subsidies, or Taxes upon their Money,

as they imploy it not.

To value justly any Wares they carry into any Country; by setting them at that value, as the Money that bought them was then at by Exchange in the Country

whither they be carryed.

For the better explanation of the premisses, let us remember the description of a Bank heretofore declared, and therein observe that great power and command that is payments in given them by the Common-wealth, to incorporate Moneys by the means of Ex-Banklimitted changes, making it to become a Merchandise, and to overrule the course of Commo-

Som men are of opinion, that the price of Exchanges are made by an indifferent courfe; Exchanges caft up by the Medium.

course, because the Bankers at the time of the payments of Exchanges in the Principal places (as Lyons in France, Madril, and other places in Spain, Florence and Genoa in Italy, Bizanfon, and other places elsewhere) have a meeting, and by certain Tickets in writing every man doth deliver his opinion, what the Price of Exchange ought to be for all places then Exchanging for the next Faire, or time of payment. And according to the same, the calculation is cast up by the Medium, that is to say, if there be feven or more Voices or Tickets, the faid feven are added together, and the feventh part is the Medium; if there beten, then the same being cast up, the tenth part is the Medium, and so for greater or lesser number accordingly. But these men are ignorant of the Bankers observations, for they all know how the plenty of Money lyeth by Exchanges, and they concur in making the Price for their advantage, and fo jump all to one end upon the imaginary Moneys before declared, which maketh the main ocean of Exchanges, wherein the Exchanges of England are swallowed up as a little River or Branch of the same, taking still advantage on our fine Moneys and staple wares to glut us with their foreign Commodities at dear rates. And hence proceedeth the Primum mobile of Exchanges, which is the cause of the inequality so much abused from the true Exchange of par pro pari, and nevertheless admitted to be high and low upon just occasion above the same, as Money is plentiful or scarce, or the takers of it many or few.

Primum mobile of Exchanges.

> To this purpose, let us remember, that about seventy years past, between this Realm and the Low-Countries, many of their Coins (although much differing in Standards) did in the Pound or Mark weight, and in the very Piece and Price answer the Coins of the Kingdom, and did contain as much fine Gold and Silver as ours, and were also named and valued accordingly, whereby 20 shillings here made also 20 shillings with them, being a true Par. As for example,

Equal Exchange, or a true Par.

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23 car. 3. The Angel at—10 The Emperors Royal at—10 }22 car. fine.
11 Oun. CEd. Crown of Silver- 5
                                The Philip Doller -- 5
2 Penny English Shilling 1
                                Flemish 6 Stivers-
                                                       >10 Ounces fine.
weight. Ten Groats Silver with the Emperours florin-
                                            four pence.
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England loft the rule of Exchange.

All these Coins are not answered in Standard for Weight and fineness, but are altered and inhaunced by valuation to double and more, as you may find by the valuations heretofore declared: By means whereof inequality crept in by rifing and falling of the Price of Exchange, wherein our Merchants have followed the advice of others, and lost the rule of Exchange, and to observe to raise the Price here, when it is risen beyond the Seas, and we fall in Price as they do fall; and so the publick Meafure of Exchange between them and us is falfified and untrue, whereby our Commodities are fold, and also foreign Commodities are bought.

This may be Illustrated by a similitude; for concerning the sale of our Commodities. we do as much in effect, as if some Draper did sell his Cloth at a certain Price the Yard, and suffered the Buyer to Measure out the same by the Buyers own false Yard: Or like a Grocer that felleth out his Pepper by the Pound at a Price agreed upon, and is contented that the Buyer shall Weigh it out by a Weight which (unknown unto him) is false, and so loseth unawares, or getteth less than he made account of, because the fraud used in the Weight and Measure is unknown unto him. Even so is the cunning course of Exchange unknown unto us, and so are our Moneys exported. and hindred to be imported again.

CHAP. X.

Of the true reformation of Exchanges.

S of all things and in all humane actions, the beginning, progrefs, continuance, and termination or end is to be observed, for the better judgment: So by comparing them often to their principal and original not only the difgression of it is made apparent, but also the longer continuance in the same Estate, is thereby procured to reduce them again to their first integrity and goodness. For there was never any thing by the wit of man so well devised, or so sure established, which in continuance of time hath not been corrupted: So that the matter of Exchange being made a Merchandife, requireth this confideration for the reducing thereof to his first Principle and Foundation, which is the intrinsique value of Coins of Countrie and Countries, according to weight and fineness, albeit the Price thereof in Exchange doth rife and fall according to fearcity or plenty of Money, proceeding of the few or many deliverers and takers thereof in the course of Traffick, not by Commodities only, but also by Exchanges devised upon Moneys, in nature of Merchandise.

Herein are the three effential parts of Traffick (so often named) to be considered the general benefit to be jointly and dividedly for the good and welfare of Common-weals, and not for the be-preferred, of c. nefit of particular or few persons. For albeit that the general is composed of the particular, yet it may fall out, that the particular will breed a great inconvenience to the general, whereby private persons may reap a benefit to the hurt of a multitude, or the whole Common-wealth, in nature of fome Monopolies heretofore declared.

which may as well happen by ignorance as by premeditated practice.

For to speak ingeniously, Merchants cannot enter into consideration of the quantity of Foreign Commodities imported at dear rates, and the native Commodities at lesser rates exported, respectively of former times; by the disportation whereof, cometh an evident overballancing of Commodities. Merchants do not regard whether the Moneys of a Kingdom are undervalued in Exchange by the inhauncing of Foreign Coin in other Countries, whereby our Moneys are exported, and Foreign Coin or Bullion cannot be imported but at an exceeding loss. Lastly, Merchants do not know the weight and fineness of the Moneys of each Countey, and the proportions observed between Gold and Silver, nor the several differences of the Standards of Moneys of Gold and Silver, a matter fo necessary for them to know, to drive a profitable trade, as by this Book they may now understand for the common good. Princes and Governours therefore are to direct them according to the Laws, wherein the Law-Merchant must be the true guide and directer.

This direction must as well be established upon the Coin of other nations, as upon the Moneys of the Kingdom, because the payments of Bills of Exchanges beyond the Seas are made by feveral Coins upon the valuation made thereof, at the pleasure of Princes, whereby sometimes the Moneys of the Realm are not proportionably valued according to the Moneys of other Countries, which are thereby diverted also to be imported unto us: For Example, let us take the valuation aforesaid made in the United Provinces during the government of the Earl of Leicester, at which time the Royal of 8 was valued at 45 Stivers, and the Rix Doller of the Empire and also their own Doller at 45 Stivers, and the English shilling (at 12 d here) being there valued at ten Stivers made 20 s Sterling, to be by Exchange 33 s and 4d, as a par pro pari, or value for value. The like for Hamburgh at 24 s, 9 d, as hath been noted. Now five

Royals of eight which is at forty two slivers 35 s. are valued at 42 s. 6 d. that is to

A Treatife of Free Trade 1622.

fay, at 51 Stivers, and yet the Exchange is taken still at the faid rate, according to which calculation the faid Royal of eight is by us received at 5 5 2 d, which is but 4 s 2 ! d, or thereabouts. The difference is 15 upon the 100 in less than two Months time: Add hereunto the 10 in the 100 to be had by the faid Royals of eight, that the same are better in weight and sineness than our fix pence Sterling, which is taken to answer the faid Royal by a common calculation, by reason whereof there will be given fo much in his Majesties Mint, or thereabouts, that is to fay, four Shillings and five pence, or at the least 4 Shillings and 4 pence; after the rate of 5 Shillings Sterling, for an ounce of that Standard; so together is 25 upon the 100 benefit, which caused a Merchant Adventurer to set down in Print an Interrogation in this manner: "Who will procure Licence in Spain to bring Royals into England to iell them here at "10 in 100 gain, which is less than the Exchange from thence will yeild, when " he may have for the same 25 in the 100 in Holland? A matter whereby Merchants are eafily induced to divert the faid Royals from the Realm to those and other countries, and by the common understanding to remedy the same, it is thought there is no means to meet with Foreign nations in the inhauncing of Moneys, but we must do the like, albeit experience hath shewed long since that this is not effectual nor any true remedy. Now if we will consider things according to the rule aforesaid, it will plainly appear that the faid fifteen upon the hundred gain, more than in England, are but imaginary, if the Exchange for Moneys were reformed: For let 5 of these Royals of eight be bought in England for 22 s, and be transported into Holland, and there buy Commodities with the same (which is according as the price of them is inhaunced, for as the Money rifeth in Price, so doth the Price of Commodities) it may fall out the faid Merchants should become losers by the Commodities, so that the fame cannot be termed Causa movens: But the Spanish Merchants, which cause their Royals to be fent into Holland or Zeland, from Spain or from the Downs rely wholy upon the Low Exchange, whereby they are inabled to deliver there their Money by Exchange at an undervalue, at 33s 4d Flemish and under, for our 20s Sterling, whereby the Kingdom maketh good unto them the faid 15 upon the 100, confilling between the price of 42 Stivers, and 51 Stivers, which is almost 18 pro cent. If the Royal went but for 50 Stivers according to their valuation, fo that if the Exchange were made accordingly, which would be above 37 s 6 d, this gain would not be at all, and Moneys would be imported unto us, and not exported.

A Maxime in Exchanges.

Stiver Flemish was all one. 1575.

A great Fallacy.

"For the rule is infallible, That when the Exchange answereth the true value of Moneys, according to their intrinsick weight and fineness, and their extrinsick valuation) they are never exported, because the said gain is answered by Exchange, which is the sause of Transportation. To make this evident in the Rix Doller, which is the main and most usual Coin in Germany, Eastland, the United and Reconciled Lowcountries before their late Proclamations, and current in many other Countries: Obferve we, that the faid Doller was valued at 2 Marks Lubish, every Mark being 16 Ashilling Lu-Shillings Lubish, or sixteen Stivers. For the year 1575 the said Rix Doller was still Coined in the Empire for 32 s or Stivers, and so current by valuation in the Low-countries whereby they were all one in denomination and effect: But the Wars in the Low-countries hath been the cause of the inhauncing of this Doller, which was brought to 35 Stivers, and in the year 1586 to 45 Stivers, or to 52 Stivers now by intermissive valuations and times. Howbeit at Hamburgh, Stode, and other places in Germany; the faid Doller did remain still at 32 s Lubish, or 2 Marks: And as the the faid Doller did inhaunce in Price, fo did they in the Low-countries Coin new Stivers accordingly; fometimes lighter in weight, and at other times abased by Copperor Allay, and yet in account the Stiver did and doth remain the ground of all their Moneys: But the faid Doller holdeth his Standard agreeable to the first Doller, called the Burgundian Doller with Saint Andrews Cross, Coined in the year 1567, which is in fineness ren Ounces 12 penny Weight of fine Silver: And four and an half of theie Dollers were made equivalant to our twenty Shillings Sterling, as a publick measure

measure between us and the Low-countries, Germany, and other places where this

Doller went currant, as you may observe in the precedent Chapters.

These Dollers have since been imitated and made by the States of the United Provinces in their feveral Mints, altering only the Arms of their feveral Provinces; as also by the Arch-Duke Albertus in the reconciled Low-Provinces, and the Price of them at Hamburgh, Stoad, and other places was but advanced to one Stiver or Shilling Lubish more, that is to fay, at 33 s Lubish went, the same went in the Low-countries for 45 Stivers, which made the diversity of the said Par of Exchanges of 33 s 4 d for the Low-countries, and 24 s 9 d for Hamburgh, being all one in substance. This Doller is fince that time (as I faid) inhaunced to 52 Stivers in the Low-countries, which lands maketh the Price of Exchange above 38 s, or rather 39 s; and shall the Kingdom suffer this and not alter our Price of Exchange accordingly, but be contented to take 34 or 35 s, and after that rate underfell all the Commodities of the Realm?

This Doller is likewise since that time more inhaunced in Germany, from time to In Germany. time. And leaving the excessive valuation in remote places, let us note the valuation of Hamburgh, where it hath been at 54 Stivers the Doller, which maketh the Exchange above forty Shillings of their Money for our twenty Shillings. And although we have raised our Price of Exchange, from 2059 d, to 355 and thereabouts, shall we rest here and go no further? Have we reason to do it in part, and not in the whole, according to Juffice, Equity, and true Policy? and shall we be like a man

that by halting in jest became lame in earnest? Absit ignorantia.

The Moneys in Christendom, which have their Ebbing and Flowing do shew their The course of operation upon Commodities, maketh by plenty the Price thereof dear, or by fcarci-Money and Exchange, ty better cheap, as hath been noted: But Exchange hath a contrary mean of work- are contraries ing, for plenty of Money maketh a low Exchange, and scarcity of Money maketh a in operation. high Exchange and the Price to rife, which is of great confideration; because it overruleth Money and Commodities, which never entred in the Politick Studies of Aristotle, Seneca, or Cicero, who were but in the infancy of Trade. And Civilians can tell us that Commercium, is quasi Commutatio Mercium, but went no further in this Just and Princely Study of State-affairs to augment, by all lawful means of Jus gentium, the wealth of their Kingdoms and Territories: as also to prevent the diminution thereof, by the carrying away of their Moneys and Treasure. True it is that the Statute Laws of England have had a care hereof, but the remedies have been hitherto defective, by mistaking the Efficient cause thereof: which remedies may be distinguished three manner of ways.

The Statute of imployment for Merchant Strangers, made for three especial Commodities causes: 1 For the advancing of the Price and Sale of our native Commodities: 2 To prevent the overbalancing of Forein Comodities: 3 To preserve the Moneys with-

in the Realm. 14. R. 2.

2 The Lodging of Merchant Strangers with free hofts, who had an inspection in their negotiations for Commodities and Moneys.

3 The keeping of Staples for Wools, Woolfels, and other Commodities beyond the Seas, with their Correctors and Brokers to Register Merchants Strangers dealings.

4 To cause Denizens to pay Strangers Customs inwards and outwards.

5. The fundry treaties and conferences with the Commissioners of other Princes, about Merchandise, Moneys and Exchanges.

6 The fevere Proclamations for the observation of the Statutes made for and concerning the same, and the Articles of Entercourse.

The prohibition to export Commodities, but at great Ports.

8 1 he prohibition for Strangers to Sell Wares by retail.

9 The prohibition for English Merchants to Ship goods in strange Bottoms. 10 The transportation of Money made Felony by Act of Parliament.

II The attendance of Searchers, Waiters, and other Officers.

12 The strict information in the Exchequer and other Courts. 13 The swearing of the Masters of Ships, for exportation of Moneys. Moneys;

14 The

14 The reformation of the overheaviness of our pound weight Troy in the Tower.

15 The overrichness of our Sterling Standard of Moneys. 16 The alteration of the proportion between Gold and Silver.

The making of more Prices out of the pound Troy by the Sheyre.

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The inhauncing of Silver and Gold Coins in Price. 19 The imbasing of Moneys by Allay or Copper.

20 The use of many Standards of Money, and reduced to two again. 21 The increasing of Coynage Money to hinder the exportation.

22 The prohibition to cull out heavy Pieces to melt or transport. 23 The banishing of light Spanish Money, and Gold to be molten.

24 The giving more for Bullion in the Mint.

The prohibition for Goldsmiths to buy Gold or Bullion.

26 The making of the principal Foreign Coin currant in England.

The binding of Merchants to bring in Bullion.

28 The prohibition to pay Gold unto Merchant Strangers.

29 The prohibition to take gains upon Coins.

30 The Bullion in the Mint to be delivered by weight, to restore by tale.

31 The inhauncing of Gold and undervaluing of Silver.

32 The punishment of transporters in the Star-chamber by Fines.

33 The prohibition by Act of Parliament, to make Exchanges for Moneys for Foreign parts without the Kings especial license.

34 Money delivered to Sir Thomas Gresham Knight, out of the Exchequer, to rule

the course of Exchanges by Bills.

35 The Office of the Kings Royal Exchanger, never put in practice fince the Merchandifing Exchange began, erected by King Edward the first in the eleventh year

of his Raign, by an Act made at Acton Burnel, as aforesaid.

Here we are to observe the Statute of employment to be desective, when Merchants (both English and Strangers) have an ability given them by Exchange to take up Money here, and to deliver a Bill of Exchange for it payable beyond the Seas, and can fend over the Money in specie, and be a great gainer thereby: Insomuch that if I receive here 100 pieces of 201, I can send 90 pieces to pay my Bill of Exchange, and put ten pieces in my pocket for an overplus and gain.

The like may be done by making over Money from beyond the Seas to be paid here by Exchange, which being received, I can transport with 15 upon the 100 gains in two months and less, and advance 100 upon the 100 in one year, which exceedeth all the benefit to be made by Commodities, wherewith I need not to intermed-

dle, nether can the faid Statute be any help herein to remedy the fame.

This gain ariseth by the undervaluation of our Moneys, in regard of the inhauncing and overvaluation of Foreign Coyns, so that the cause is extrinsick, and comprised under the faid Exchange of Money, and not intrinsick in the weight and fineness of Moneys, which are considered in the course of true Exchange between us and Forreign nations: And thereupon it followeth, that neither difference of weight, fineness of Standard, proportion between Gold and Silver, or their proper valuation of Moneys can be any true cause of the exportation of our Moneys, so long as a due course

is held in the Exchange which is grounded thereupon.

Hence ariseth the facility of the remedy by the reformation of the Exchange, in caufing our Moneys to be truely answered by Exchange, according to the very value, or above the same, which cutteth off the said gain had by the exportation of Moneys, and causeth also (in effect) that the Foreign Coins beyond the Seas are not taken in payment above their values, although they be received at a higher rate, because the Commodities of the Realm are fold according to the price of Exchange, which countervaileth the same according to their inhauncing of Coins, or embasing of the same by Allay or Copper.

All men of common understanding, when they do hear of the raising of Moneys beyond the Seas, are ready to fay, we must do the like. For they conceive the saying

of Cato, Tu quoque fac simile, sic Ars deluditur Arte, to be a proper application hereunto. But they do not enter into confideration what alterations it will bring to the

State, and that the matter might run ad infinitum, as shall be declared.

But let us suppose, that this will be a sufficient remedy to inhaunce our Moneys, as they do theirs, to imbase on Coyns as they do theirs, and to imitate over valuation of Gold and Silver as they do, which requireth a continual Labour, Charges, and Innovarion. Is it not an excellent thing, that all this can be done by the course of Exchange with great facility? and that without inhauncing of our Moneys at home, or medling with the Weight and fineness of the sterling Standard; this is to be done only by His Majesties Proclamation, according to the Statute of Exchanges, prohibiting that after three Months next enfuing the fame, no man shall make any Exchanges by Bills or otherwise, for Moneys to be paid in forein parts, or to be Rechanged towards, this Realm, under the true Par, or value for value of our Money's, and the Money's The way to of other Countries in Weight and fineness, but at the said rate, or above the same, as reftore Eng-Merchants can agree by the means of Brokers, or amongst themselves, but never in a land wealth. der the said rate, which shall be declared in a pair of Tables publickly to be seen upon the Royal Exchange in London, according to the faid Proclamation. And the faid Tables shall be altered in Price, as occasions shall be Ministred beyond the Seas, in the feveral respective places of Exchanges, either by their inhauncing of Moneys by valuation, or by imbasing of the same by allay, as hath been noted; which by a vigit lant eye may be observed, and will be a cause to make other nations more constant in the course of their Moneys: And this will be executed more of course than by thority, because gain doth bear the sway and command with most men.

For the Merchant Stranger being here the deliverer of Money generally, will will be induced to make the most of his own, receiving by Exchange more for our moneys beyond the Sees, And the Exchange More has been also been also beyond the Sees, and the Exchange more for our moneys beyond the Seas: And the English Merchant being the taker of the said Moneys) will not be so injurious to the State, as to give less beyond the Seas than the value of our Money in Exchange, contrary to the faid Proclamation: And if he would, the deliverer will not let him have it. Besides that the takers occasions are inforced by necessity, and he can be no loser; for by direction, he will sell his Commodities beyond the Seas accordingly, because the Price of Exchange doth still govern the Sale

and buying of Commodities, as aforefaid.

English Merchants being the deliverers of the Moneys beyond the Seas, and the price of Exchange altering there accordingly, will have the like confideration, and the Merchant Stranger will provoke him thereunto: And if there be no takers, the English Merchent may bring over the Money in specie, wherein he shall be come againer.

The course is agreeable to Justice and the Law of Nations, or jus gentium, and will not hinder the Exchange to rife and fall, as formerly, but keep all in due order, with Inconvenienthese considerations, cautions, and preventions as shall be set down to prevent all ininhauncing of Moneys, which fall generally upon all
Coins. men in the endearing of things, and particularly upon Land-lords and Creditors in their Rents and Contracts, and especially upon the Kings Majesties Lands.

The Statute of Imployment must also be observed, to make the remedy more compleat, with a Register to record the Moneys, which Foreign Mariners do receive for fraight, coming from Norway and other places, making above one hundred Voyages yearly; as also many other Ships bringing Corn into the Northern

and Western parts of this Realm, and exporting Moneys for it.

The Turk, Persian, and Russian have herein su passed us in true Policy, by kep- the policy of the Turk and ing the price of their Exchanges high, much above the valuation of their Moneys, Russian. fo that they have no trade by Exchange nor Moneys, but only for Commodities, whereby they prevent the overballancing of Foreign Commodities with theirs, as also the exportation of their Moneys; albeit the use of our Commodities is in those Countries very great.

The objections made by fome against this fole remedy are easily to be answered, the Remedy.

for they are grounded upon suppositions against assured experience.

1. Some

I Some make doubt that the price of Exchange being rifen, there will be no takers of Money, and then the deliverer is more thrust upon the exportation of Moneys.

2. Others fay, that those Merchants which have fold their Cloth beyond the Seas shall receive a loss in the making over of their Moneys from thence, by delivering more there in Exchange than now they do.

3 Others fay, that they shall not be able to vent their Cloths according to the high Exchange, especially now that Cloth is out of request; and would have the matter of reformation deferred until another time, in their opinion, more commodious.

The first objection is answered before, That the taker is ruled by the deliverer, who will not give his Money in Exchange under the true value, according to the Proclamation to be made, and the deliverer being the Merchant Stranger here, will sooner be thrust upon the Statute of Employment, for by the exportation of Money, he shall have no gain; whereas some of the discreeter fort would not have the said Statute too strictly pressed upon the Stranger, because the trade should not be driven into their hands, Mediocria strma.

To the second, the Proclamation (limiting a time for execution) giveth Merchants ability to recover their Moneys, or to sell their Bills of debts for Money, or to buy

Commodities for them, as the manner is.

To the third, experience maketh a full answer to both, that there did not want takers, when the late inhauncing at *Hambur* caused the Exchange to rise from under twenty and eight shillings to above thirty and five shillings, which is more than the present alteration will be: And Wool was at 33 shillings the Tod, which is now

n under 20 shillings; so that the vent of our Cloth was not hindred when it the fold dearer by one third part, but there was above \$0000 Cloths sold yearly, where there is now sold but 40000 Cloths. The time is also to be thought more convenient to advance a Commodity, being undervalued, than to do it when the price is high; for this Plurisie of the Common-wealth is dangerous, and admitteth no time of curing, like the fire in a City, which permitteth not any inquiries to examine how the same began, but requireth every mans help to quench the same.

And whereas it is alledged in the defence of the inhauncing of Coyn, That which is equal to all (when he that buys dear shall sell dear) cannot be said to be injurious

unto any.

This opinion is without confideration of the alteration of Weights and Measures between us and other nations, that is, Exchange for Moneys, and what the same may produce to the loss of the Common-wealth, albeit that between man and man it

may prove alike in some respects.

To make this evident, suppose two Merchants, the one dwelling in London, and the other dwelling at Amsterdam, doe contract together, that the Londoner sending Cloths to be fold at Amsterdam, the Merchant of Amsterdam fendeth him Velvets and Silks to be fold at London: And (in the account to be kept between them) they agree to reckon the Moneys in Exchange but at thirty shillings Flemish, for twenty shillings sterling, and so make return each to other from time to time, as Moneys shall be received both here and beyond the Seas. Whereupon put the case, that there is received at Amsterdam 1500 & Flemish for Cloth, and at London there is received one thousand pounds sterling for Velvets and Silks, which according to the said computation is all one in effect between them, and might by way of rescounter answer each other in account. But the Merchant of Amsterdam knowing that (by reason of the inhauncing of Moneys there) he can make a great gain to have the faid one thousand pounds to be sent unto him in specie, he desireth the Londoner to send unto him this one thousand Pounds sterling in Silver or Gold Coyns, Royals of eight, or Rix Dollers, whereby he shall profit fifteen upon the hundred by the means afore-faid, which amounteth to one hundred and fifty Pounds gains. Now the Londoner having his own thousand and five hundred pounds Flemish, or one thousand pounds sterling at Amsterdam, cannot do the like, because the Money by the said inhauncing is received there above the value, fo that his Money must be delivered there by Exchange

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Treatife of free Trade.
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at 225.4 d. or under, whereby he receiveth here the faid 1500 Flemish with no gain at all. Thus the account is made even between them, but by these means the Kingdom is deprived of the 1000th of the Merchants Money fent to Amsterdam, which doth not only procure want of our Moneys, but caufeth also the native Commodities to be under-fold, and the foreign Commodities to be advanced in price beyond the Seas, by plenty of Money there, and hindreth the importation of Bullion.

To prevent this, the question is now, Whether it be better and more expedient to raise the price of Exchange, or the valuation of our Moneys? Surely all men of judgement will fay, That the raifing of Exchange breedeth not that alteration which the inhauncing of Moneys doth, to make every thing dearer, and to cause Land-lords and Creditors to lose in their Rents and Contracts. And Merchants of experience know that we cannot do as they do; for the inhauncing of our Moneys here will be countermined by other Nations, who still will undervalue them in Exchange between us. unless it be prevented by our own true valuation to be made known as aforesaid.

The Author of this Treatise of free Trade doth say, That it is not the rate of Ex- Page 104. changes, but the value of Moneys, here low, elsewhere high, which cause their exportation; nor doth the Exchanges, but the plenty and scarcity of Moneys cause their values, which is meerly Hysteron Proteron, whereunto I have answered heretofore, viz.

There are three ways to dissolve an argument, Denial, Retorting, and Distinction, Three ways Denial is too hoftile, favouring more of obstinacy than of art: Retortion is more to dislowe an argument. witty than profitable; but Diftenction is like mature remedies compared to Purges, which cleanse and feed. But the said Author did take the course of Denial, and

proveth nothing touching the matter in question.

If Moneys be here low, and elswhere high, how is this known but by the valuation Exchange of Exchange? Confidering the diversities of Moneys of several Standards, wherein the compared to the Affays Exchange is like the Assay, whereby the fineness of Gold and Silver is known, groun-of Money. ded upon the quantity which the Exchange requireth, according to the weight of fine Silver and Gold contained in the Moneys of each Country, which is the intrinfick value, and not according to extrinfick valuation, which is altered by denomination; for the name of a thing doth not alter the value really, but the substance doth it, if it be altred: Much less doth plenty or scarcity of Money cause their values, it being contrary to the nature and property of Money; the yard doth measure the

Cloth, but the Cloth doth not measure the yard. To illustrate the premisses by ex-

ample, I have heretofore shewed the consideration incident. Suppose that some Merchants strangers do come over into the Realm to buy a Pack of ten Cloths valued at 80th Sterling, which they are to pay in Gold and Silver, and they do not know the weight and fineness of their foreign Coin which they have brought over; hereupon to content both Parties, the Moneys on either fide must be tried by the fubril Affay, according to their fineness computed upon the twelve Ounces Troy, and then by weight they answer each other accordingly. And so this negotiation is in effect but a permutation of Moneys for Commodities, before Ex-

change was invented.

Hitherto we have handled of the reformation of Exchanges, for places where the basis or foundation of Exchange is made upon our 20 Shillings Sterling, that is to say, when Merchants beyond the Seas, delivering Moneys there for England, will cause the Brokers of Exchanges to know how much Flemish or Hambourgh Money Merchants will give there, to have 20 Shillings Sterling paid in England, even as we do here, to know how much in Flemish Money or other Coins a Merchant will give for the faid 20 Shillings here, by an agreement to be paid beyond the Seas by Exchanges a Bill of Exchange. But now we are to treat of the reformation of the Exchanges made upon foreign Coin: which are made upon foreign Coins, or rather imaginary Moneys of other Countries: As for France upon the French Crown of fixty foulz; for the East Countries upon the Florin Polish; for Germany upon the Rickx Dollar of 72 Creutzers; for Venice upon their Ducat; and fo for other places.

Herein let us observe that the course of it is directly opposit; for whoreas in the one

we do procure to have much Money, or at the value answered by Exchange: So in the other we may do the like, and rather procure less to be given in Exchange, because that the foundation of those Exchanges is made upon foreign Coin.

Nevertheless consider we, That when four Testons, or three Franks in specie were calculated for the said Crown of fixty Soulz in Exchange, then every such Teston was sixty Soulz by valuation, and every such Frank was 20 Soulz. But since that time the said pieces of Testons are made currant for 16½ Soulz, and the Franks at 22 Soulz, being the same in weight and since six without any alteration in the standard, called, Le Pied de la Monoye, but only inhaunced in valuation, according to which, payments are made in Silver Coins. Also for the Gold Coins, as French Crowns and Pistolets, which are inhaunced at times until 72 Soulz from 60 Soulz, whereupon the said Crown was valued at 6 Shillings Sterling; Is there any man of judgment that will give, if he can chuse, 6 Shillings or 72 Pence, and 72½ Pence, for the said French Crown in Exchange, when the Crown in specie is paid him in France for 75 Soulz. The like consideration are we to have of the Dollars of Germany, of the Polish Guilders or Florins, and all other Coins inhaunced above the par of Exchanges heretofore calculated among Merchants, and especially with the admittance of Princes.

The operation hereof in the course of Traffick is of very great moment, more than in times past, when the difference was not so sensible; which made me to compare the same unto the serpent Aspis, which stingeth men in such fort that they sall into a pleasant sleep until they die. Which is meant by particular persons, whose estate is consumed by running upon Exchanges. Or like unto the cruelty of the Planet Saturn, which maketh his Spherical course in 30 years with great Operation, although we do not so sensibly perceive his motion which is meant in the revolution

of State Affairs in progress and continuance of time.

CHAP. XI.

Of Attachments and Arrest.

HE Common-Law of England doth not use the course of Attachments, as is used by the Custom of the City of London, which was borrowed from Merchants Actions observed in Foreign Countries, and was thereupon by Custom here established, it being a ready way whereby men may secure themselves of present means, if they doubt of their Debtor. For if the Creditor do know any Debts or Goods belonging unto his Debtor, he may instantly upon a speciality to be exhibited unto the Magistrate, have authority to attach the said Debts and Goods in the hands of any Person where he findeth them, only priviledged places excepted, or Ecclesiastical Persons in most places.

To this Attachment if the Party do appear and put in Bail either by himself or his Atturney, then the said Attachment is ipso facto void, and Declaration being put in dependeth in Court upon the said Bail; and if no Declaration be put in the next Court day, or within three days, then the said Bail is likewise discharged by the said Custom; albeit this is not so duely observed as the Customary Law of Merchants requires. But if the Party do not appear, and the Attachment do proceed three Court days, or three defaults to be entered, then for the fourth default judgement or sentence is given, that he who did make the Attachment shall recover the said Debt and Goods, and take the same into his own possession, upon good sureties to be put into

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the Court, to answer the value thereof within one year and a day, in which time the Proprietary may difreason the said recovery, by disproving the other Parties surmises or allegations, proving that the specialty was paid whereupon the Attachment was grounded. For the Attachments beyond the Seas cannot be made upon any pretendded Action, but must be done upon a Bill of Debt, and many times the Magistrates will sequester the Goods or Debts into their own hands, to avoid incertainties of honest dealings. Besides, Merchants will be advised before they make Attachments, because both the Civil Law, and Customs of Merchants do impose great damages upon the Party, if he have made his Attachment without just cause, to the overthrow of the other Parties Credit. And moreover if it be upon Debts appearing by specialties, or Bills Obligatory, it may fall out that the faid Debts are transferred or fet over to other Merchants, according to the Custom heretofore mention-

ed, whereby the property is altered.

I remember a case of mine own, that hapned above 20 years since, which concurreth with the matter in hand: A Merchant being indebted unto me by a Bill Obligatory the fum of 800th, payable at 6 months, was perswaded by a Friend of his (with whom I had some differences and controversies of accounts) to suffer an Attachment to be made in his hands of the faid Moneys, by the Custom of London, upon promise made unto him, That he would give him long days of payment for the faid Moneys: Whereupon my Debtor appeareth to the faid Attachment, and did acknowledge the the faid Debt of 800%, relying upon the long days of payment, and he that made the Attachment did proceed in the Law, and had judgment thereupon, making no doubt to obtain execution accordingly. Being advised by Learned Councel in London, we Attachments suffered him so far to proceed, and then we did speak in Arrest of Execution, and to be removed after brought a Writ of Certiorari out of the Kings-Bench, under the hand of the Lord Chief judgment. Justice, putting in special Bail in London to satisfie the judgment. The Record was removed to the faid Court of Kings-Bench, and there we did put in other Bail, and upon that brought a Superfedeas into London, and discharged our special Bail, and by the Law, the faid Attachment and all proceedings were made void; and this Merchant was taken, Pro confesso, and ordered to bring the Money instantly into the Court, whereas he had yet fix months for the payment; the Interest whereof was 40th, whereby the Proverb took place, Fallere fallentem non est fraus.

Here the Law did prevail against Custom: But in another like matter of Attach-

ment, Custom hath prevailed against the Law.

One being indebted unto another the sum of 100th payable at a certain time, it came to pass that the Creditor went over, beyond the Seas, before the Money was due: the cautelous Debtor, upon untrue surmise to desraud the Creditor, made Attachment of this Money in his own hands by the Custom of London, and put in sureties to be answerable for it for one year and a day, according to the manner and order of the Court, in which time the faid Creditor was to difreason the said pretended Debt: but the Creditor (being beyond the Seas and ignorant of these proceedings) came over after the expiration of the year and day, and the Debtor had judgment upon the faid Attachment, and Execution awarded unto him in his own hands. The Creditor being now come over, demanded his Money, the other denied to owe him any; in brief, the Bill was put in fuit at the Common-Law, the Debtor did plead the faid judgment and recovery in London, and by that practice and fraudulent means defeated his Creditor: And being done by Law, it is taken to be no consenage to be punished by the Star-Chamber, or other Courts, only the Party is A. K.

Touching Citizens or Merchants Arrests beyond the Seas, there is a Custom that No Arrest to no Officer may Arrest after Sun-set; such therefore as go abroad but at those times, are be after Sunfaid to Fly with the Owl, by a common Proverb: And it is hoped by the faid Custom that the Debtor may (by having access at some time unto his Creditor) compound with him, and preferve the good opinion and credit wherein he liveth, and thereby not only have means to recover himself, but also be an occasion to gather in his own Debts sooner. In some places also they may not Arrest upon the Sabbath-days and Holy-days,

to the end they should not be deprived of Divine Service towards God, and comfort of their Souls.

The Officers or Serjeants may not Arrest any man upon the Burse or Royal Exchange, although the Party to be Arrested should yield thereunto, and renounce the faid priviledge. It is not many years since a Merchant of Amsterdam, being upon the Exchange at Antwerp, had notice given him that another Merchant had given order. That upon his going from the Exchange he should be Arrested, and that the Officer did attend him being neer at hand: Whereupon he perceiving the faid Officer, called him unto him, and faid he would obey the Arrest; which for the first time is but an Adjourning or Citation. The Officer did require a pledge of a piece of Coin in token thereof (as the manner is) which he gave him. Afterwards this Merchant of Amsterdam (being otherwise advised by his Friends) did disclaim from that Arrest, because it was done upon the Exchange, and claimed the said priviledge: Infomuch that the Magistrates and the Learned Advocates on both sides did thereupon affemble in the Town-house, as it were the Guild-hall, and there the matter was debated and discussed at large according to the Laws: And it was at last concluded Therenuntial and determined that the said Arrest was void in Law: For the renuntiation of a priviledge by any particular, or many persons, cannot derogate or abrogate any not abolish the custom or priviledge, not only in the general, but also in the particular; so that within 24 hours after he might have been Arrested again, but he was non inventus, and upon this Arrest he was to find caution to answer the Law.

> Church-yards, and other places and jurisdictions; and divers Cities and Towns do not permit any man to be Arrested upon foreign pleas for Debts and Contracts made in other Towns, Places or Countries, which are as Places of Refuge for some Merchants; as the Town of Middleburgh in Zeland, and the Town of Dort in Holland, and other Cities and Towns in other Countries, and most Cities and Towns where a

The like is to be understood for all priviledged places, as Churches, Chappels,

Nation or a Society of Merchants do agree to make their residence, as the Company of Merchants Adventurers and others, commonly the faid Cities and Towns do exempt them from all litigious fuits which happen between themselves, to be determined by their Governour or Court-master; so as only controversies hapning between them and strangers or inhabitants are subject to the ordinary course of the

Law, for the determination of Merchants differences. They will also free them from all Debts owing by Kings, Princes, and States, fo that the Subjects Goods shall not

be liable thereto, to the end that Traffick be not interrupted.

The Officers or Serjeants which make these Arrests are known by their habit, or by a rod to be feen in their hands, and may not by flealth come upon a man; whereby many infolencies are prevented, and Serjeants are not subject to be killed, as many times they are with us; and if they have not their habits or colours, no man is to affift them if they be abused, and the rescuing of a man then is no offence; and howsoever, if a man Arrested or to be Arrested do run away, every man giveth him way, as desirous to help him, to keep him out of troubles, accounting the Arresting of a man to be a part of the Hangmans Office: And nevertheless their Hangmen are seen to be always in rich Apparel, and are reputed as necessary members in a Com-

mon-wealth, whereas in England it is very contemptible and base.

Returning to speak again of Attachments, it is a matter of great consideration with to be granted us, not to admit any to be done in London, or any other City or Town-Corporate, according to the Custom of London, unless it be upon plain specialties, and also with putting in good Sureties for the Costs; for it is a very dangerous thing for Merchants dwelling beyond the Seas, as also Merchants who dwell in remote places of the Kingdom, having their Factors at London, if they upon any furmise or pretence of Debt shall make any fecret Attachment in their own hands of their Masters Goods, either when they know their Master to be dead, or travelling in some foreign Countries upon a long Voyage, as occasion may fall out, and so by practise deceive them of their Estates, by pleading afterwards the faid Attachment or Judgment had thereupon in Bar, as beforefaid.

CHAP:

priviledge.

Towns of Refuge.

Officers known by their habit.

Attachments upon special-

CHAP. XII.

Of Sequestrations and Executions.

He Magistrates, considering that abuses may be committed many ways by Attachments, do commonly use Sequestration of goods by delivering them into the hands of a third person, or taking of them into their own custody or power; for by these means also are many Attachments prevented, which men would do, if the disposing of the goods or debts did come into their own power: Wherein they have a care not to feed the humour of contentious persons, which is meerly contrary to the course of

Trade; which is the cause that in the execution of their sentences, (wherein the life Execution is
of the Law doth consist) they do proceed gradatim, and if any such Sequestration is
Law. made unjustly, or without cause, the Civil Law, as also the Office of Prior or Confuls, hereafter declared, will give good costs and damages.

In the proceeding of the said Magistrates there are many persuasive means used Considerable Executions.

on; if not then some Officers are sent to the parties house to keep him as it were a prisoner; to whom he must give Meat, Drink, Lodging, and a dayly Fee, according

to the Judges appointment, and as the matter may be of moment, to the end that by this pecuniary punishment he may cause him to pay or satisfie the Creditor, which is aggravated by fending two Officers at the first, then two more, and so 6 or 8 of them, to Eat him out of house and home; for these men will gnaw him to the very bones, and are therefore called Clyvers or Devourers. But if the Debtor will not endure this, but go wilfully to Prison, then the Creditor must find the Debtor maintenance at the discretion of the Judge, who may if he will presently put him to Bread and Water, which is seldome or never done: but when it is known that the party hath means, and will not fatisfie his Creditor, who after the Imprisonment of the perfon cannot come upon the goods again, according to the Common Laws of the Realm, then he is to be kept in Arcta Cultodia, with Bread and Water for a time, according to the discretion of the Judge. But if the Debtor be so poor, and notwithstanding hath such a cruel adversary that will make Dice of his bones, that is to say, to have his Debtor die in Prison, and to hang up a bale of Dice for him in the Crown Office, as is done by the Officer in place, or the Goaler; then hath the Law beyond the Seas provided some relief for this poor man: For the Custom is in Germany, France, Italy, Spain, and the Low-countries, That no man is imprisoned for Debt above a year and a day, in which time the Creditors have power to take, feife, and fell all the Estate of the Debtor; which being done, or before, the Woman in most places may claim her Dower for her

relief and children, and the rest is divided amongst the Creditors as far as it will go, and so the Debtor is freed from those Debts for ever: For by the Civil Law, Qui vult cedere bonis liberatus est a debito, If the Debtor do relinquish his Estate to the Creditor, he is free from the Debts, and all goods falling to him afterwards are his own. But this man is ever after disabled to come to any preferment, and such a Creditor as is the cause of it will be hated and accounted worse than a Jew or a Pagan: For the manner of

in 20 years: Yet is it far inferiour to the punishment of the Pillory, or the striking over

by them in the behalf of the Debtor with the Creditor, to bringihim to a compositi-

Cederis bonis, or to make cession of goods, is very heinous and of wonderful disgrace; so The manner that most men will rather die in misery than come unto it, because it hapneth not once of Cedere bonis. the leg used in Russia at the Creditors instance, whereby the Debtor is set at literty, and the Debt paid. The party cometh before the Town-house, and standeth upon a stone in the view of all the people, and unloofing his girdle, he defires them, and all the world, to take notice, that he hath nothing left him to pay his Creditors, and fo renounceth all, what may be found to be his, or what any manner of ways he might pretend: And in token thereof he may not wear his girdle any more, nor be imployed in any business as a living man; yet afterwards by some composition to be made with the Creditors, he may be reflored by a declaration to be made by some Officer upon the faid stone, and then he is permitted to wear his girdle again.

In the faid Countries, no Gentleman or man of Quality, may be Imprisoned at all for Debts, his Estate only is lyable thereunto, and yet with reservation of such necesfary things, as Honesty, Honour, Humanity, and Christianity doth challenge: Namely, the Souldiers Person, his Arms, his Apparel, Bed, and Chamber conveniently and necessarily surnished, which may not be taken for Debt: And the like reservation is made to every other man of quality, so that Imprisonment of mens bodies for debt (according to the common practice of England) is a greater burden and bondage,

than is to be found in any other Christian or Heathen country.

And for a fmuch as the mischief and inconveniences, arising to the King and Common-wealth, by the Imprisoning of mens bodies for Debt, have bin propounded heretofore in Parliament, by a Printed Remonstrance which (like unto a Pamphlet) may be loft, whereby good matters are oftentimes put in oblivion, I have thought convenient to make an abstract thereof, in the manner, as the said reasons are laid down, to be inferted in this Book, in hope of some relief unto decayed Merchants, whose Estates may remain lyable to answer their Creditors, without Imprisoning of their bodies, against the Law of God, the Law of man, the Rule of Justice, the Law of Conscience and Christian Charity, and against the Practice of other Countries, as

The Law of God willeth and commandeth every man to follow a Vocation, to do

aforefaid, and finally against the Creditors own profit.

the honour, duties, and fervices, owing to his Prince, and Country, and Parents, and to maintain his Wife, Children and Family, and to instruct them in the fear of God; fo that what foever, directly or indirectly, forbiddeth the faid Christian duties in the performing thereof (by an Imprisonment) is against the Law of God, whereupon all humane Laws ought to be grounded. No Law of God willeth or commandeth Imprisonment of mens bodies for debt, nor is it warranted by any example in the Word of God, and the efficient means bringing men into prison, as Usury is, appeareth/plain-Exod. 22. 26. ly to be forbidden by the Word of God, as hath been noted out of the old Law, neither hath the Law of the Gospel a word of command or warrant for Imprisoning a Christian brother for debt, but rather containeth a command to relieve him if he be Fer. 34. 14. fallen into decay, to take care how and wherein he shall sleep, to set him free at fix

years end, and then to reward him.

By the Law of manit was not so, Ab initio: For by the Common Laws of England, which are the most ancient, most eminent, and most binding Laws, no man may be taken or Imprisoned for debt, but the creditor was to take satisfaction upon the debitors Estate of goods and lands, according to Mag. Char. 3. H. 3. and 14. E.3. although after accountants only were to be imprisoned until they paid, which was made general against all debtors by the Statute of the 25. E. 3. cap, 17. yet prisoners in Execution, might and did sollow their vocation and affairs, by Bail, Mainprise or Baston, as by the Statute of 1 R. 2. cap. 12. and from that time forwards, were prisoners tied up shorter to the Writ of Flabeas Corp. or the Kings special mandate, upon surmises, that the faid debtors made secret Estates in trust to defraud their creditors, or were wilful and obstinate to pay them, being able. To answer these objections, it is unjust to punish all promiscuously, as well frauders, as non frauders, without and before any proof made, yet if the fraud were proved, or hisability and fufficiency either, there is no cause to imprison his body, because the law doth give the Estate forthwith to the creditor, whether the debtor will or no: So it is still needless to imprison the body, for 20 years Im-

prisonment

Against the Law of God.

Deut. 23. 19. Levit. 25. 35. Ezech. 18. 8.

Against the Law of man.

prisonment discounteth never a Penny of the Debt, and yet the Debtor hath suffered more misery and punishment than a Guilty Traitor or Rebel suffereth for the highest Offence.

It is against the rule of Justice and Law of Nature, that men equally Free-Born Against the should be deprived of the common and equal liberty, and be given into the Power rule of Justice.

of another without Criminal cause or Guilt.

The Debtor is either Punished for Guilt, or Coersion: If for Guilt, it is against the rule of Justice, for to be found a Debtor in the Law is no Criminal Guilt, and therefore unjust to punish him Criminally: If for Coersion, to make the Debtor bring forth his Estate to the payment of the Debt, it is also against the rule of Justice to inforce a man by punishment to do that which appeareth not to be in his Power, or whereof the Law is already certified that there is not wherewithal to do, according to the purport of the Capias granted against the Body by the Common-Law.

It is also against the rule of Justice, to thrust all kind of Debtors into a Prison together in a heap, without respect to the different Qualities of men, to more or less Guilt. of fraud or obstinacy, or whether it be an Honest or an Usurious Debt, to more or less Plutarch in means of the Debtor, whereby he must live or starve in Prison; or to the holding him Solons life. one or twenty years in Prison; for some are great Debts for Thousands, some are small for Trifles, some are supposed Debts not yet proved, and in truth some are no Debts. But for certain all, or nine in ten, are usurious Debts and Forfeitures, scarce one honest Debt of an hundred, but all by unlawful gain upon corrupt and desperate adventures.

But it will be faid, that Imprisonment is no punishment, for prisoners live at ease and pleasure, &c. according to the received opinion: But the miseries and asflictions of Imprisonment are inexplicable and cannot be conceived by any that have

not felt or had proof thereof.

The Ancient Romans Construed and reputed Imprisonment to be a guard or safe keeping of Slaves and Bondmen, but a heavy punishment to Free-born-men: And it is recorded. That the Prophet Michah was fent to Prison, to be fed with the

Bread of Affliction.

For Imprisonment is a corporal punishment, a grief and torture of the mind, a A description long and lingering dying, and fometimes a short Killing by Plague, &c. it over- of Imprisonthroweth a mans reputation, and destroyeth all that is good and dear unto him; his Kindred grow strange, his Friends for sake him, his Wife and Children suffer with him. or leave him, or rebel or degenerate against him, and lie open to all Disgrace and Villany of the World; in whose miseries the Prisoner suffers more than in his own sufferings.

Before him is the fight of all these miseries and evils, and which is not the least, he lies open to every arrow of Scandal or Calumny that a malicious Adversary will shoot at him, which he can neither resist nor avoid, because he is absent to confront them: Behind him grief for loss of Liberty, Credit, Friends, Estate, and all good Fortunes: His Bail and Sureties (who commonly are his nearest Kin or dearest Friends) lie in the power of his Adversary, or already Imprisoned. To say nothing of ill Air, strait place, hard lodging, unwholesome dyet, with the noise, noisomeness, pestering and fettering the body of the Prisoner, as the least of many evils.

Let this be weighed in the ballance of Conscience and Christian Charity, and you Against Con, shall find that these proceedings cannot subsist, for they are against the Law of God, science and and not warranted by Scripture. But to induce divers necessary consequences for proof Gnittely and hereof, we are to confider how many ways any man may guiltlefly and innocently innocently fall by the Law, be convict of Debt or Damages, and cast into Prison thereupon, viz.

By Misprission or ignorance of himself or his Atturney; in pleading of the cause by careless of unskilful Councellors, especially when falle things are cunningly laid,

or true things uncertainly laid.

By the necessity of the Defendant, wanting means to pay his Atturney or Council, and by combination of the Adversary with the Defendants Atturney, Solicitor or Councellor, or with the Witnesses or Jurors, for love, malice, or ends of their own.

By Perjury of Witnesses, in concealing, perverting, and misapplying truth, or depo-

fing untruth, and by subornation of Witnesses, Jurors, or Officers, in the impanelling

of Jurors, and Corruption of the Judge.

By Cafualties.

A man may likewise be disabled and become insolvent by as many Casualties and Acts of honest and good intentions, and consequently become a Debtor, and be cast into Prison thereupon; as by Suretiship, Bail, or Security, for Kinsmen, Friends, or others; likewise by Loan unto them who pay not again: Also by falshood of Friends, Servants, and others put in trust with Moneys, Evidences, Office, Trade, and Lands. Again, by moving a just Suit in Law, where might, practice, or falshood overbeareth him, or many years Suit consumeth him.

Also by Fire, Water, Shipwrack, and such like sudden and unresistable accidents

at Sea or Land, by Robbery of Thieves and Pirats.

By unprofitable buyings and fellings of Lands, Leases, Merchandises, &c. By Arrest, Scisiures, Sureties, or pretence and detriment of foreign Princes.

By sudden loss of Friends or Masters, on whose favour any mans Estate dependent. Also by errors in making or keeping reckonings and accounts, or by losing or not calling for Acquittances, Bills, Bonds, Releases or Ingagements and Assurances, for Warranties, Annuities, Dowers, Jointures, Legacies, and such like.

By Usurers and Usury, eating up a mans Estate by Interest and Forseitures, and by a multitude of other means, whereby no man is secured but may become a

Debtor and Infolvent.

Summum jus.

And this Law taketh no confideration, or admits no information hereof, but in Summo jure giveth the whole forfeiture, without any conscionable respect, and the after proceedings are suteable; for after judgment, though the Debtor by his Goods discharge 99th of 100th principal, yet the body is subject to be imprisoned till he pay the whole forfeiture of 200th: And the words of the Statute are, That if he have no Goods nor Chattels, nor enough to satisfie the whole, his body shall be imprisoned for the rest till he make payment or agreement. Marlebridge cap. 23. An. 52. H. 3. &c.

So every way it is in the absolute will and power of the Creditor to cast the Debtors body into Prison; when in all Conscience and Equity, if he have no means to pay, he ought to be let out of Prison, or not to be imprisoned at all, because the Debtors Body

can give no fatisfaction to the Creditor, being in it felf confidered.

Means to pay, and yet cannot.

Some Prisoners have means and are willing, but cannot pay, either because the prefent power of their Estates is not in them, or in regard of the time, that they cannot sell or receive payment, or in regard of the worth, for scarce any will buy a Prisoners Lands, Lease, or Goods, at half the worth: Or in regard of others interested, without whose consent he cannot dispose thereof; or the Estate is intangled with Dowers, Jointures, Warranties, Assurances, Statutes, &c. Some have not means sufficient to pay all, and some have no means at all, and are kept in Prison because they have rich Friends, who for their sakes live and die miserably in Prison.

Some have means and will not pay, of fraud and obstinacy; but of these there is hardly found one of a hundred: For if that were so, the Creditor (who searcheth the very reins of the Debtor, and his Estate) will rather scise and recover the Pri-

foners Estate, than cast him into Prison, where if he die he loseth all.

Now if an honest man may innocently fall in the Law by such a multitude of accidents, practises, and errors of others, and by doing just and friendly. Offices to others, and may fail also in his Estate, and become insolvent by so many ways, casually and causelessy in himself, and by the sault and errors of others, and cannot be a criminal Debtor but one way, which is by fraud and obstinacy only (of which scarse one example is to be found in a hundred) how can it stand with any Charity or Conscience to neglect and pass by so many circumstances, and to fall upon the Debtor with such cruelty, by laying such a heap of miseries upon him, his Wise, Children, and reputation at once, as Imprisonment bringeth?

Recovery only against the Estate.

It is true, that the Ancient Common-Laws of England are very strict in this point of maintaining pacts and contracts, but the contracts of those times were simple, honest, and legal, and the recovery was against the Estate only; for there were no penal

Sond

Bonds known, nor Usury practifed by Christians when those Laws were made; but all our Contracts and Bonds, or the greatest part are corrupted with Usury and forfeitures. which are extortion in a high degree: And to force men to perform such with the loss of their Estates, Credit, Liberty, and many times of life too, is most inequitable.

Especially seeing the Law provides every Creditor his full damage, without help The penalty of a penal Bond, which sheweth that all forfeitures are needless, and they are un- of Bonds unjust also, for they make the Usurer Judge of his own damage, which of right be-

longeth to the judgment of the Law.

But it will be faid, that the Chancery doth mitigate the hardness and rigor of the Law in Usuries for forfeitures, and that wrong judgments may be reverted by

Attaint, Errors, Audita querela, Gc.

The answer is, That the remedy is worse than the disease; for all courses of relief by Law in Chancery, are hard, tedious, uncertain, long, and extream chargeable; and it is a lamentable case, that when the Debtor is unjustly or unconscionably cast in the Law, stript of his Estate, his Body imprisoned, his liberty tied up, his credit destroyed. and his Friends banished; then to fend him so disabled, to seek remedy by new Suits in Chancery, which are chargeable above measure: And with the same extremity doth the Statute of Bankrupts deal with the poor Debtor, as heretofore hath been declared.

That Prisoners are compassed with a multitude of ineffable miseries and heavy afflictions, and therefore some cannot chuse to become weak in Faith, staggerd or desperate, when there is no man to speak a word of comfort in due season, appeareth by the miserable ends of many desperate persons, whereby one with shame and distemper lofeth his fense and dies, another for want and poverty perished; one with fear and grief breaks his heart outright, anothers heart that cannot break, the Divel is ready to teach him desperately how to make away: One uncharitably flies from his keeper, another desperately adventures his life to break Prison, and finally many are careless and given to all vices. For Faith is rightly compared to a Lamp, which must have Oyl continually to maintain its light, or otherwise is soon extinguished. So doth God's Word Faith compamaintain faith by continual preaching, whereof Prisoners are destitute for most part. red to a Lamp-

Some men will excuse the unconscionableness of the Law, alledging that in seising Objection. the debtors body and goods, and giving way to usuries, forfeitures, and corrupt bargains, the Law doth no more than the Debtor himself hath contracted under his

hand and feal: and Volenti non fit injuria. Whereunto it is answered.

r. First, That the guilt of the Law cannot be so washed off, for in debts where Answer. there is no contract under the Debtors hand and feal, the Law gives the Debtors Goods, and his Body into Prison at the Creditors will.

2. That the Debtor is not Volens, for it is against every Debtors will to pay Usury or Forfeiture; but he is pressed thereto by his own necessity on the one side, and by the Creditors uncharitable will on the other, who will not lend but for Usury and Forseiture.

3. The common saying, Volenti non fit injuria, is a falle position, else is it lawful to kill a man that is willing to die, which is abfurd; for the will or confent of the Party to an act that is in it self unjust, cannot make the act just, nor justifie the actor.

It is also objected, That if mens Bodies may not be imprisoned, how shall they

recover their Debts?

Answer. Upon the Debtors Estate only, as this Kingdom did heretofore, and other Kingdoms do now, and therefore let the Creditor ground his trust thereupon, and trust thereupon, and trust no further than the Creditors estate, for thence only can he have true satisfaction. It is replied, That there will be no more Credit given if mens Bodies may not be imprisoned, and consequently Trade and Commerce will decay. Ans. Honest Trade, Honest Contracts, and Honest Trust will notwithstanding be as plentiful; for while there is the same use, necessity, and profit by Commerce, there must needs be the same effect. True it is, That Usurious Contracts will be more relatively made to every mans Estate, Credit and Honesty, as they did in the times of Against the the Old Law and of the Gospel, and yet do in Politick Governments.

It is against the Creditors own profit, for all means of satisfaction must arise either

out of the Debtors Credit, out of his labour and industry, out of the will of his Friends, or out of his own Estate; and all things that deprive or disable the Debtor in any of these, do weaken and lessen his means, and consequently tend to the Debtors prejudice and disadvantage. Herein it is not needful to rehearse all the former miseries decreasing the Debtors Estate: For daily experience proveth, that many Creditors have offered at first to pay the principal Debt, or half, before they were cast in Prison, which afterward by more troubles and charges coming upon them, were disabled to pay any thing: How preposterous and absurd is it then to cast the Debtors Body into Prison, where his Estate is wasted, his Credit spoiled, his Fortunes and Vertues lost, his Body afflicted, his Life consumed and murdred, and whereby the Creditor bars himself from all remedy against his Estate for ever?

The confideration whereof makes the Debtor to retain in his hands what he can, to maintain Himfelf, his Wife and Children, and to keep them from perifhing, which

maketh also against the Creditors profit.

To the prejudice of the King and Commonwealth.

The Body of every Subject belongeth to the King, and every Subject is a Member or fingle part of the Body of the Commonwealth, fo that to take this Body and cast the same into Prison for Debt, where he must lie rotting idlely and unprofitably all the days of his life, and die miserably, is no other than to rob the King and Commonwealth of their limbs and members, and consequently of the services and endeavors of a great number of Subjects yearly, of all degrees and professions, to do service to the King and Commonwealth; which number of Prisoners exceeds all the Prisoners in other places.

It is therefore in Christian Charity wished, and in all Godly Policy desired, that the Bodies and indeavors of all Debtors may be free from Imprisonment, and the Creditors recovery be made against the Debtors Lands and Goods, according to the Ancient sundamental Laws of this Kingdom, being most consonant to the Law of God, to Christian Charity, to the rule of Justice, and to Godly Policy, as aforesaid: And that Interim, the relief of Prisoners may be permitted, which the late Queen Elizabeth granted, Anno 28 of Her reign, for Her and Her Successors, by a large Commission recorded in the high Court of Chancery; the exemplification whereof was by all Prisoners for Debt humbly desired.

Many other reasons are alledged in the said remonstrance investive, against Usury and Usurors, which I have omitted; and hereunto let us add certain observations.

ons in general concerning Executions.

The Law is said to be a mute Magistrate; but the Magistrates are a living Law.

'He strength of the Law is commanding, and the strength of commanding is in

the conftraining or executing of the Law, which belongs to Judges and Magistrates. The consideration hereof did produce a diversity of opinion, whether Judges or Magistrates ought to be for a time or for term of life, the often changing of them being according to the custom of the Romans, who did instigate men to accuse those that had not discharged the place of their Office duly, whereby wickedness was not only punished, but also every man through emulation did endeavor himself to follow vertue, and to discharge the place of his calling. Besides, whereas vertue in all Commonweals is the principal point whereat men aim, and whereto the Law doth bind them; fo the distribution of Offices is a reward of vertue, which cannot be done to many, when they are given in perpetuity to some few, which many times hath been the cause of Sedition, by the inequal distribution of rewards and punishments in some Commonweals. True it is, that there are many inconveniences if the Officers be but for one year or a short time, to the hinderance of the publick good; for they must leave their place before they know the duty of it, and commonly unto one that is but a novice in the place, whereby the affairs of the Commonwealth fall into the Government of fuch as are incapable thereof, and without experience. And if they be fit for the place, their time is fo short that it vanisheth away in feasts and pleasures, and matters

either publick or private do remain undecided, and every thing protracted without

due

Customs of the Romans about the Execution of Laws.

Inconveniences of yearly Officers.

due administration of Justice; besides, how is it in common sense and reason possible, that he should command with the effectual power of a Magistrate, that within a little while is as it were a cipher, without power or authority? What subject will yield him due respect and reverence? Whereas on the contrary, if his Office be perpetual, and Commodities his Estate assured, he is resolved boldly to resist the Wicked, to defend the good, had by Judges permanent. to revenge the injuries of the oppressed, and even to withstand Tyrants, who many times have been astonisht to see the constancy of the Judges and Magistrats in the Execution of Justice according to Law: And herein is the Common-Law excellent, because the Judges and Magistrates are authorised accordingly for term of life, as the dignity of the place requires, and are also chosen with great solemnity, in regard of their Integrity, Knowledge, and Experience in the Laws, whereof they are the Ornaments: Whereas to call the yearly Judges in question after their time expired, is a derogation and dimonor to the Laws in other Countries.

The Sheriffs and many other Officers which put in every County the Writs, Com- Subaltern Ofmandments, and Judgments of the Courts in Execution, are removed every year, and ficers annual. the same being expired, they may be called to account to answer to any misdemeanors by them committed during their Office, by the ordinary course of the Law, which maketh them vigilant and circumspect in the Execution of the places they supply, either Personally, or by Deputies, for whose o ence they must answer.

This authority and feverity of the Judges, therefore doth prevent many mischiefs, putting a fear in their Hearts of the offenders of the Law by the rigor thereof, which in criminal cases is called by some cruelty. But the merciful Judge is more to be blamed in these cases than the severe, because severity makes men obedient to the Laws, whereas too much lenity causeth contempt both of Laws and Magistrates. Nevertheless, as there is in all Commonweals two principal points, which the Magistrates are to confider, namely Law and Equity, fo the Execution of Law is to be confidered by the Magiftrate, who fometimes being too fevere, may do more hurt to the Commonwealth than good; feeing the intention of those that made the Law wasto provide for the Laws intengood of the Commonwealth, Salus populi suprema lex esto.

common

This may be faid especially in regard of the Statute Laws, whereof we have example good. of Empson and Dudley, fresh in memory, who being Privy Counsellors to Hen. 7. caused the penal Laws to be strictly Executed against his Subjects, whereby the King gathered much Treasure, with the loss of the love of his Subjects, which much displeased him, as the Chronicles of this Realm have recorded. Because there is nothing so effectual to cause the Prince to be called a Tyrant, as this course of strict Execution of Laws, which hath affinity with the faying of Nicolas Machiavel, sometime Secretary to the great Duke of Toscany, touching the condition in men in general: It is miserable that we cannot do The saying of all things; more miserable to do that we would do; and most miserable to do that which we can do. Machiavel.

Informers nevertheless are necessary members in a Commonwealth, for maintenance of Laws, which otherwise would be fruitless, or made as it is said by some, propter terrorem; for prevention whereof it is very commendable to preserve this life of the Law. confifting in Execution, which was the cause that Commissioners have been heretofore appointed to retain men in their Duties; as the Nomophilates in Greece, the Cenfors among the Romans, the Ephores at Lacedemon, the Areopagites at Athens, the Visitors in Spain, and the Commissioners of Troyle, the Baston in the time of Edw. 1. Commissioners For all human actions are fo flexible to evil, that they had need have a continual operatoreremembrancer to vertue, for the conservation of the publick good.

tain Officers in their du-

If we will make a comparison between the Execution of criminal causes and civil, ties. we shall in a manner find the same to be all one effectually, for the general manner of death imposed by the Law is Hanging, where in other Countries they have divers manner of Executions, according as the fact is heinous. Murder, being a great offence, hath in all ages been punished with death; but Stealing of Goods was always taken to be much inferior, because the Law of God did not punish the same by Death, as is now used; and yet Death by sudden Execution, is better than a lingring Death by Famine, Imprisonment, and other adversities before remembred.

Justice, and mercy in God are not con-

The effect of the Kings Prerogative Royal (to be merciful even when Law hath had her full course) is to be seen rather in causes Civil than Criminal, and that in the relief of poor diffressed Prisoners and others; seeing the mercy of God (whose I ievtenants they are on Earth) is above all his Works: Which maketh me to remember an error of the common People, who think the justice and mercy of God to be contraries: for if they were they could not be in God, because the God-head being but one, and always like it felf, cannot admit contraries, and contraries they cannot be, being both vertues, whereas no vertue is contrary to vertue, but only opposite to vice. So that (respecting the Kings Prerogative in Criminal Causes, when the Law hath determined death or punishment by perpetual imprisonment or banishment) the King, imitating Gods mercy, doth restore life, freedom, and liberty, much more may the King do the same in Civil Causes, when the Law commandeth imprisonment until satisfaction be made of the judgment, give liberty and prolongation of time, as having an interest in the persons of his Subjects, as we have observed. I have herein been the more ample because it concerneth the life of many honest men, &c.

CHAP. XIII.

Of the Denization and Naturallization of Merchants.

HE manner to make Merchant-Strangers, Artificers, or Handy-craftsmen to be Denizons or naturallifed, was in times past without any diffe-

rence; and they did enjoy the like liberty and priviledges, and were most commonly made by his Majesties Letters Patents under the great Seal of England, by his Highnesses Prerogative Royal, whereby they did enjoy all the freedom and immunities that natural Subjects do enjoy, and were fo reputed and taken by the Laws of the Realm, upon their Oath made in Chancery, of their Allegance to the King and to the Commonwealth. But the same was afterwards called in question, upon the misdemeanors of some forgetful persons, and then Denizons were made to pay Customs to the King as Strangers, howbeit they might buy Leafes and Houses as English born Subjects, and their Children here born should be free, and pay but English Custom for Goods imported and exported, and may become freemen of London, and buy Cloth in Blackwel-hall, and all other Markets whatfoever, and Transport the same where it pleased them, albeit that the Merchants Adventurers have infringed the same. Nevertheless (some priviledge, to pay English Custam, being granted to some particular Merchants, by the Princes Prerogatives, by Letters Patents under the great Seal) it came to pass that these were named naturallifed, which might be placed in Offices, as Justices of the Peace and Querum, High-Sheriffs of Counties, and other places of dignity, and came to be made Knights and Baronets, and fome of them, buying Lands and Leafes, made great purchases, married their Daughters to divers Gentlemen and others did also sell Lands again, and bought other Lands; which buying and felling of Land did require fome assurances to be made, and therein some Lawyers were of opinion, that by the Law the faid affurances were not of fufficient validity without an Act of Parliament, and then the Acts of Naturallization were made: But the making of Denizons was Denizens not always continued by the Kings Letters Patents only, and they are not subject to the subject to the Statute Employment, albeit they pay Strangers Customs, and divers other charges, which the native Subjects do not pay, of which Merchants are to take notice.

No stranger, which is a mechanical person, is much inclined to be a natural Subject

Naturallifed distinguished.

Statute of imployment.

by Act of Parliament, because of the charge of it, which might be about 30th, albeit

four or five persons may join toghether by Petition to the Parliament, and have one Act for them all, the form whereof is commonly as hereafter follows. And here note: that a Merchant is in no danger, if he be neither Denizon nor naturallifed, but may Deal, Traffick and Negotiate at their pleasure, but he may take no Leases, nor buy Lands.

" IN most humble manner beseech your most excellent Majesty, your Humble and bedient Orators J. L. of Florence, your Majesties Servant T. M. &c. R. B. and MQ. That whereas the said J. L. the Son of A. L. and L. his Wife Strangers, were "born at Florence in Italy, in the parts beyond the Seas: And whereas, &c. And where-" as M.O. being the Son of MQ. and C.his Wife, born at Bruges in Flanders, in the parts " beyond the Sea in lawful Matrimony, and hath, the most part these 20 years, remain-" ed and made his abode in London, within your Majesties Realm of England; during " which time he hath demeaned himself Faithfully and Dutifully toward your High-" ness, and your Laws; yet for that both he, and the rest of your Majesties Orators, were "born beyond Seas, they cannot take benefit of your Majesties Laws, Statures, and "Cuftoms, or your Highness Realm of England, as other your Majesties Subjects born "within this Realm, to their great prejudice, loss and hindrance: It may therefore pleafe "your Highness, of your most Noble and Abundant Grace, that it may be Ordained, "Inacted, and Established by your Highness, the Lords Spiritual and Temporal, and " the Commons of this present Parliament Assembled, and by the Authority of the " fame, that your Majesties most Humble Petitioners, J.L. T.M. R.B. and M.Q. and e-" very of them, shall from lienceforth be adjudged, reputed, and taken to be your High-" ness natural Subjects, and as persons naturally and lawfully born within this your "Majesties Realm of England; and also that they and every of them shall, and may " from henceforth, be inabled and adjudged able to all intents and constructions, to "demand, challenge, ask, have, hold and enjoy Lands, Tenements, Herediments and "Rents, as Heir or Heirs to any of their Ancestors, by reason of any Descent, remain, " revert, or come to them, or any of them, by any other lawful convejances or means " whatfoever, or which hereafter shall come, &c.as if they and every of them had been " your natural Subjects born; and to hold and enjoy to them, and every of them, jointly " and feverally, Lands, Tenements, and Hereditaments or Rents, by way of Purchase, "Gift, Grant or otherwise, of any person or persons to all constructions and purposes, as " thô they and every of themihad been your Highnesses natural born Subjects: And also "that they and every of them from henceforth may and shall be enabled to profecute, " maintain and avow, justifie and defend all manner of Actions, Suits, Plaints, and other "demands whatfoever, as liberally, frankly, fully, lawfully, furely, and freely, as if they, and any of them, had been naturally born within your Majesties Realm of England, " and as any other person or persons naturally born within the same, may in any wise " lawfully do; any Act, Law, Statute, provife, Custom, Ordinance, or other thing what so-" ever had, made, ordained, or done to the contrary in any wife notwihitanding: "And your Petitioners shall dayly Pray for your Royal Majesty long; in Honor and " most safety, to reign over us.

This Petition, in nature of an Act of Parliament, is delivered to the Speaker of the The manner Parliament, who upon the fecond reading in the Commons House, procureth the same of proceeding in Parliament. to be referred to certain Committees, before whom the Petitioners do appear, and after examination, if there be no apparent cause that might cross them, the Bill is returned into the Parliament, and read for the third time, as the manner is of all Acts, and then it is caried up to the Higher house, and there it is commonly of courseasso read a times, and so allowed, and there it doth remain until the last day of the Session of Parliament, and then the Kings Royal affent is had thereunto, and there is written on the backfide, or within, these words, Le Roy le veult: And if it be an Act which the King will not pass, the Clerk of the Parliament writeth, Le Roy S'advisera, which is a clean and absolute refusal, and all which was done is void, and cannot be revived in another Parliament, without they begin all from the beginning again. So much for England.

In France all Strangers, that are not born within the Kingdom, and refide and dwell in

Aubeine in France. the same, are subject to the right of Aubeine, so called, Tanquam, alibi nati; for after their death (if they be not naturallized) the King doth seise upon all their Goods they have in France, and appropriate the same to his Exchequer or sinances; without that the said Strangers can dispose thereof by Testament or Will, or that their lawful Heirs can claim the same, howbeit they may give them, and dispose thereof while they live, by contrass made between them. A Stranger also not dwelling within the Realm, yet having gotten Wealth or Means within the same, may dispose of it unto his Heirs and others, although they were Strangers. Also if a Stranger travelling through the Kingdom of France, should chance to die, his Heirs shall enjoy the Goods which he left at the time of his decease in France.

But when a Stranger taketh Letters of naturallization, then may he get Wealth and Possessions within the Realm, lawfully and freely: Which Letters of naturallization must be Recorded in the Chamber of Accounts, upon pain of a penalty paid to the King, and his lawful Heirs shall enjoy the said Possessions and Goods; so as he be nature of the Realm, or any other to whom the same be given by Will or Te-

stament, so as healso be naturallized at aforesaid.

But Monsteur Papan the Civilian saith, That it is not sufficient for one to enjoy the same, to be born within the Realm, but it must be also a Woman taken in Marriage within the Realm: And hereupon alledgeth an Arrest or Sentence of the Parliament of Paris, whereby a Cosin of a Stranger deceased was prefer'd before the Sister, as being born in the Realm, and dwelling in the same, and the Sister did not dwell within the Realm, albeit she caused her self to be naturallized after the decease of her Brother, whereof the Court had no regard, because the Goods by Succession were gotten before, which could not be made void by the Kings Letters Patents, Monsteur Banquer is of opinion, That a French man being departed the Kingdom, to dwell in another Country, his Goods present and to come do appertain unto the King, and cannot dispose thereof by Will or Testament, as it hath been proved by divers decrees of Parliament. The King is Lord of all vacant Goods, and therefore Wives and Children are to take Letters of naturallization to purchase their quietness. And if any Stranger born and naturallized, should be out of the Kingdom some 8 or 10 years upon special occasion or otherwise, he must take at his return new Letters of naturallization, or confirm the some py some approbation.

And herein note a special point as a matter of Record, That those of Flanders, Millain, and the French County of Savoy are not bound to take Letters of naturallization to dwell in this Kingdom, because the French Kings pretend that the said Countries are theirs, and were never alienated by their consent, but are Countries which at all times have belonged to the Crown of France, who doth acknowledge the Subjects to be true and Loyal Frenchmen. But it is requisit if they come to dwell within the Realm, that they take Letters of naturallization, to the end the Officers do not molest them.

By the premisses we see, that the naturallization in France is far more compulsary for Merchants than in England; howbeit that in both Kingdoms, if a Stranger naturallized (after many years that he hath inhabited the same) be desirous to return to his native Country, he may surrender his Letters Patents, and be discharged of his Oath.

CHAP. XIV.

Of the determination of Sea-faring Causes.

HUS having hitherto intreated of the Customs of Merchants, with their adjuncts and accidents, and therein observed Time, Number, Weight and Measure, as also the three Simples and essential parts of Trassick, with their effects and properties; let us now consider of the manner and method of the proceedings

An observable confideration.

proceedings therein, to fee by what means they are determined and executed; for in the execution confifts the life of all Laws, and the perfecting of mens actions, which aim at some certain end: For it hath been well observed by some, That the actions of a wife man and a fool differ in this, I hat the wife have regard to the end in what between the they undertake, and the fool, without confideration, permitteth the end to mani- actions of a fest it self: whereof ignorant men judge according to the event, although the en- wife man, and terprise were never so advisedly taken in hand, and as if the success did not depend a fool. upon the Divine power, to be guided by his Providence.

The determination of all Causes and Controversies, especially of Merchants Af-

fairs, is done and executed as followeth:

1. Concerning Sea-faring Causes, which are determined according to the Sea-laws Four means already written, and in the Premisses abridged, we shall in this Chapter briefly declare to end Controversies. the manner of it.

2. The second means to end Controversies, is by Arbitrators chosen and elected by both Parties to end their differences with Brevity and Expedition, to avoid Suits in Law, which unto Merchants are inconvenient.

3. The third mean, is the Authority of Prior and Confuls of Merchants for the Merchants Courts, according to the priviledges which Princes have granted to them for the advancement of their Trassick, and maintenance of their Custom, whereof most Judges are either ignorant, or contented to determine matters accordingly.

4. The fourth and last mean to determine questions and differences, is by the Civil or Imperial Law, or the Common Law of the Kingdom, or Jurisdiction of the feveral Dominions of Princes, according to the fundamental Laws of them; wherein we are especially to observe, That the Law-Merchant is predominant and over-ruling, for all Nations do frame and direct their judgments thereafter, giving place to the antiquity of Merchants Customs, which maketh properly their Law, now by me methodically described in this Book, which alloweth to every Man and Nation his proper right and due, and hurteth no Man, according to the three general parts of Three Preall Laws set down by Caius, and after him by Tribonianus, namely, Honeste vivere, cepts of all alterum non lædere, & jus suum cuique tribuere, whereof the second trieth and ruleth Laws. the two other, whereof more hereafter.

Touching the first mean to determine Sea-faring Causes, it shall not be needful to speak, much of the definition of an Admiral at the Seas, called by the Romans, Mag-An Admiral nus Dux Classis, and Drungarius magnus, or Admiratus, from Amiras, a word used by the Spaniard, to see; or Adelantado, as going before the rest of the Ships; also by the Italians, L'amiraglio, or Admiral in French, because his Calling is known to all.

But let us observe, that for the readier obedience to the great Admirals of the Seas, it is agreed by the common consent of all Nations, that they should have (in regard of their power over the Lives of men) a soveraign Jurisdiction only proper to themselves in all Sea-saring Causes and Debates Civil and Criminal, so that no other Court. Judge should meddle therewith; and the Judge of the Court being his Deputy, judicially to decide them by the Advocates, and other Affiftants, for the better and just proceeding of the said Court. Also the Admiral's Clerk is very necessary, and herein it hath been thought convenient, that all Proctors or Attornies of that Court Advocates should take their Oath before they be heard, that they shall do nothing maliciously, and Proctors, but so soon as they find their Action to be unrighteous in any part of the Process, they are to tell it to their Client, and if the Client will infift, then to shew it to The Proctors the Judge: Also that they shall not reveal the Client's Secrets to the Adversary. And Oath. lastly, That they shall not propound, delay, nor be peremptory against their Confciences; and the like Oath is to be taken of other Officers at their admission.

The Causes to be determined in the Admiralty Court do extend very far, and many are otherwise decreed or determined, especially by the Merchants Courts, and Offices Causes to be determined of Affurances, whereas heretofore the Judges of the Admiralty did minister Justice up- by the Admion all Complaints, Contracts, Offences, Pleas, Exchanges, Affurances, Debts, Accompts, ralty. Charter-parties, Covenants, and all other Writings, concerning Lading and Unlading

of Ships, Freights, Hires, Moneys lent upon hazard of the Sea, and all other Seafaring Business done on the Sea, or Beyond the Sea, with the acknowledgment of Writs and Appeals from other Judges, Letters of Reprizal or Mart, to arrest and put in execution, to inquire within and without Liberties, by the Oaths of Twelve men, upon all Offences and Trespasses, and namely,

First, Touching the Revealers of the King and Countrey their Secrets over Sea,

especially in time of War.

Against Pyrates, their Assisters or Abettors, Out-readers or Receivers.
Against Fortifiers of the King's Enemies, and Harmers of Friends.
Against the Breakers of the Admiral's Arrests and Attachments.

Against Goods forbidden, and Merchandize not customed, and yet transported.

Against the Resisters of the Admiral's Officers in executing his Precepts. Against Forestallers, Regraters, and Dearthers of Corn and Victuals, &c.

Finally, against transporters of Traytors, Rebels, manifest transgressors, and Fugitives from Justice, or Casters of Ballast, Sand, or any other thing in Harbors and Channels, Extortioners by Ships and Boat-wrights, for taking away the Boigh from the Anchor, Cutters of Cables or Tows, False Weights and Measures by Sea, shedding of other mens blood at Sea, or in any Port, or lamed by mildemeanor, Customers and Water-Bailiffs taking more Custom or Anchorage than they ought, for absenting from musterings in time of War, for all Transgressions committed by Sea-men, Ferry-men, Water-men, Fishers, Pilots, Shipwrights, Prest-men, containing the Admiral's authority, and to amerce them for his own Benefit; the Goods of Pyrats, Felons, Capital Offenders, their Receivers, Affifters, attainted, convicted, condemn'd and outlaw'd, Waife and Stray-goods, Wreck on the Seas, and Cast-goods, Deodando, that is to say the thing, whether Boat or Ship, &c. that caused the death of a man, or whereby a man did perish shares lawful prizes, or goods of the Enemy, or Lagon, Floatson, and Jetson before declared, with the Anchorages, Beaconages, Swine, Sturgeon and Whales cast on shore, and all hish of extraordinary greatness, called Regal: of all these, the Admiral hath authority to deal, correct, and punish, according to their deserts, and the Laws provided for the fame by Statutes enacted, and all other laws and means before declared.

Beacons to give light on the Seas.

The Regifters of the Clerk. The Admiral's Clerk ought to be very skilful and honest, and is to have divers Registers for Congecs, safe Conducts, Passports, Sea-briefs, without which no Ship in time of War is to pass, nor yet in far Voyages in time of Peace; another Register for the true knowledge of Captains and Masters of Ships, and their return; a third Register for the Names of Merchants, Passengers, and Owners, which the Master ought to deliver up, to have them inrolled, and all Pilots Names (although recorded in the Office called the Trinity-house) ought to be set down and known to the Admiral's Clerk; also all mony delivered upon Hazard or Bottomary, called Fanus nauticum, or pecunia trajestitia.

The manner of proceed-ing.

Now the manner of proceeding in Sea-faring Causes, is according to the Laws aforesaid, or the Customs written; and if the Debate or Cause cannot be determined thereby, the last refuge is, according to the opinion of skilful and upright men in their own Trading; but all this must be done (as the Law saith) Velo levato, so briefly and summarily, without the solemnity of other ordinary Courts and Judgments, only looking to God and the Truth, and all Complaints to be ended instantly, especially Shipwreck, for it were a Cruelty to vex so miserable persons with tedious proceedings: whereupon in this Case, the Judges may proceed to execution upon every Interlocutory, and make restitution presently, upon good caution to be given to fatissse the Appellation, if any be made. And herein there is a further priviledge to them; for whereas by the common Rules of the Law, where no litiscontestation is pass, as we say, Bill and Answer depending, no Witness should be received, Nisi ad evernam rei memorium, ac adversarie ad id citato, yet in Shipwreck (as a case to be commiserated) any of the Ship-broken men may come to the Judge of that part where the Wreck happens, and by Witness brought with him may make proof.

Extraordinary priviledge.

And as this is an extraordinary priviledge, even so may Merchants also and Masters sailing together, bear witness each one to other of their Society within the Ship, if

her

they have neither to loofe or gain thereby; and especially Mariners for or against the Ordinary Pri-Master, when the voyage is ended, and they free of his commandment. For by confent of the Dostors, when truth cannot otherwise be tryed, then unable persons may be heard. And to the end that Trade be not interrupted by vexation of quarrelsome persons, it is provided, that not only the common caution, Judicio sili, & judicatum folvi, be kept on the part of the defendant; but also that the Plaintiff or pursuer shall

find caution de expensis solvendis, if he fail in proof.

Likewise if the party do not appear to desend himself, or his Ship, after three Citations, or four at the most, called quatuor defaltae, he is taken for contemptuous. The Judge may ordain the Marshal or officer to put the Plaintiff in possession by his fentence, or Primum Decretum: Provided that if the party appear within the year, and pay the costs and expences, he shall be admitted and heard upon the Propriety: And in like manner, if any attachment be made upon the Ship or goods, it shall upon caurion given summarily be heard and determined; For this Law of Admiralty intendeth nothing but expedition, for the better advancement of Traffique and Commerce.

CHAP. XV.

Of Arbitrators and their Awards.

He second Mean or rather ordinarie course to end the questions and controversies arising between Merchants, is by way of Arbitrement, when both parties do make choise of honest mento end their causes, which is voluntary and in their own power, and therefore called Arbitrium, or Free will, whence the name Arbitrator is derived: and these men (by some called good men) give their judgments by Awards, according to equity and conscience, observing the Custome of Merchants, and ought to be void of all partiality more or less to the one and to the other; having only care that right may take place according to the truth, and that the difference may be ended with brevity and expedition: Infomuch that he may not be called an Arbitrator, who to please his friend maketh delays, and propagateth their differences, but he is rather a disturber and an enemy to justice and truth; wherefore the manner to elect Arbitrators is wor. The manner thy the observation. Some are contented to name four or six persons on either side to chuse Arbiin Writing, and refer the naming or electing of four out of them by reciprocal proceeding, when one named the first person, another the second, and then again the third, and the other the fourth person. Others putting several names in a paper, are contented that a meer Stranger shall upon the backside of the paper prick their names with a Pin, or that (as they are numbred) the Dice shall be cast upon them accordingly by the number.

Others put their names in several papers, and cause them to be mingled and drawn by way of Lot, by an indifferent person; which course may be thought allowable, as we have noted in the Chapter of dividing of Commodities by Lots.

Others will do the same by nomination of them, and drawing the longest or shortest Straw, or by any other extraordinary means of pointing, numbring, or describing, all tending to one end, to have indifferency, and that partiality may by all means be avoided.

Consideration must be had also, whether two, three, or all four shall have authority to determine the cause, if they can, to be done within a limited time, wherein their A-Awards are ward is to be delivered up, and whether they may name an Umpire or not. All which to be given must be declared in the Bond of Compromise, unless the question be only upon one under hands and Seals.

point to be determined, wherein no Bond is needful but by way of allumplit, by delivering a piece of Coin each to other, and thereby binding themselves reciprocally upon the penalty of a fum of Money to fland to the Judgment, it is ended.

And the faid penalty or forfeiture by assumplit may be recovered by Law and the Merchants Courts, as well as the forfeitures upon Bonds, if the party do not perform the sentence or award, if the award be lawfully made: to which end Arbitrators are to take notice of the five points following, which by the Law do make void all awards.

Five points to be observed in awards.

1. That the award be given up in writing within the time limited, by the bonds of Compromife made between the parties.

2. That there be limited or appointed by the Award some reciprocal act to be done by each party to other, which the Law requireth to be Quid pro quo, albeit never fo fmall.

3. That they make a final end, and do determin upon all the points or differences produced before them by specification or otherwise, if they be required so to do, and authorifed thereunto.

4. That they do not award any of the parties to do or perform any unlawful act,

or thing prohibited and against the Law.

5. That they do not award any thing whereby any matter, already determined by Decree in Chancery, or Judgment at the Common-Law, or any fentence judicially

given in the cause, be infringed or medled withal.

These points ought to be observed for the reasons following. For touching the first, if the Award be not delivered up in Writing under the Arbitrators hands and feals, if the condition of the Bond do so limit the same; then have they no authorotity to do

the same after the time limited unto them by consent of the parties.

The reason of Quid pro que.

For the second point reason requireth, in all human actions, a reciprocal Act from one man to another, by deed of performance, called Quid pro quo, although it were a mans Salary for his pains; which in some cases causeth men to Award, that each party shall pay so much to the Scrivener or Notary for Writing the said Award : But this is no colleteral act between the parties, neither is it any matter compromitted to the Arbitrators; it is therefore better to Expressand Award, That each party shall seal and deliver, either general acquittances each to other, or with some exceptions therein, as the Award will lead them.

The third point is considerable, where the differences are by both parties, or either of them, delivered in Articles in Writing to the Arbitrators; for herein it is not fufficient to fay, That the faid Arbitrators shall have power and authority to determine all questions, differences, doubts, controversies, matters of accounts, reckonings, or any other usual or general words, from the beginning of the World until the date of the

Bond:But they must give their Award upon every particular Article and upon them all.

The fourth point, That the Arbitrators do not Award any thing which is unlawful, is to be understood of things which are evil in themselves, called Malum in se, and of things called evil, because they are upon some respects and considerations prohibited, and therefore termed Malum prohibitum; as the wearing of Hats at all times, transportation of Corn, eating of Flesh in Lent, and the like, wherein there is a surther confideration which requireth a distinction. As for Example, an Arbitrator or many Arbitrators do Award, that a fum of Money shall be paid to such a man during all the time he is unmarried, is good in Law; but to bind the party by Award that he shall not marry, because he should enjoy the Money still, is unlawful, and void by the Law.

he fifth point is of very great consequence, to bind the actions of men to the obedience of the Law, whereunto fuch reverence is due, that Decrees, Judgments, and Sentences of Judicial Courts of Record are always of an higher nature than Arbitrators Awards. Nevertheless in many doubtful questions the Civilians themselves (after long and Curious debates) do affign them to be determined by Arbitrators having skill and knowledge of the Customs of Merchants, which always do intend expedition. And that is the cause wherefore an Umpire chosen upon Arbitrable matters, hath an absolute authority, to himself given, to end the matter alone, without hearing the

An Umpire hath absolute authority.

A notable

good diflin-

ction in Law.

Arbitra-

Arbitrators, if he will: For albeit this is not without some danger, and that the ending of Arbitrators is to be preferred; yet brevity and expedition of justice in Merchants affairs is much regarded, that by all means the fame ought to be furthered. Hence it proceeded that the Merchants Courts governed by Priors and Confuls (whereof we intreat in the next Chapter) have authority to reform or confirm the sentence of Ar- Arbitrators bitrators, when Merchants will appeal their Arbitrement before them, rather than to award subject go to Law: And with this Provife, That the appellation of the fentence of the faid to the Prior Arbitrators shall not be received by the faid Prior and Confile. Arbitrators shall not be received by the said Prior and Consuls, before the Arbitrement be performed by the party that doth appeal, conditionally that restitution shall be made, if there be cause, upon the end of the Process. And the said Prior and Consuls are to note, That no Merchant nor other, being of their Jurisdiction, can transport or make over their interest to any person priviledged, and not subject to the said Jurisdiction, be it by Gift, Sale, or Exchange, or by any other means, to the end thereby to avoid their Authority; upon pain that the same transports and possessings shall be of none effect, and the loss of their Right and Cause. And all Notaries who shall receive any fuch transports, shall be punished by the said Prior and Consuls in a Penalty arbitrable: and further shall be condemned to pay unto the adverse Party all his costs and charges, which he hath fuftained by means thereof.

And to the end this Expedition may by all means be furthered, the faid Prior and Reference of Confuls may distribute and refer Causes unto the most antient and expert Merchants Causes unto in the matters in question, to make a true report of the state of the Cause, according Merchants. to the allegations and proof of the Parties, without any Salary to be given to the faid Merchants; howbeit in Italy some reward is given upon the Ricourse of Merchants.

These Merchants are to take the advice of the Advocate, Councel, and Attorney of the faid Prior and Confuls in matters difficult, the better to discern the right of the Cause, to make the Report more complete, for the sooner ending of it according to Reason and Right, by the true Affirmations of the Merchants, and not by feigned, subtile and crasty Writings, which oftentimes do darken the Truth, under the colour of sair Phrases declared in them, causing protraction and delays.

Marcus Tul. Cicero hath truely fet down the difference which is between Judges of Difference bethe Law, and Arbitrators, inclining to the most easie and less chargeable course, say-tween Judges ing, That the one is servile, the other is noble; the one is bound to the Law, the other is not; the one doth consist in Fact, the other in Justice; the one is proper tors. to the Magistrates, the other is reserved to the Law; the one is written in the Law, the other is without the Law; the one is in the power, and the other is without the power of Magistrates: howbeit it is not forbidden but all Justices of Peace may compound Differences, and their Authority doth enable them better thereunto. And in this regard it is faid, That an Umpire doth represent the Lord Chancellor's Authority, because that Commissioners report of the Masters and others of the Chancery, or of Merchants, is the Ground-work whereupon the Lord Chancellor doth deliver his Sentence, and maketh up his Decrees. And the faid Commissioners have a further authority and power than Arbitrators; for they may examine Wit-Difference beneffes upon Oath, upon any thing in question where there wanteth proof; or they tween Commay minister the said Oath to either party, upon pregnant occasions to bolt out the missioners truth. The like Authority have the Prior and Consuls of Merchants; and, moreover, their Authority doth far exceed the power of Commissioners: for, as Arbitrators have a determinate power to make an end of Controversies in general terms, without declaration of particulars, so hath the Prior and Consuls power to do the like; whereas Commissioners are to give a reason and declaration of their proceedings to the Lord Chancellor. Finally, The Arbitrator's Authority implieth a voluntary Command proceeding from both parties, which the Commissioners have not, but the Merchants Court hath.

CHAP. XVI.

Of the Merchants Courts, or Office of Prior and Consuls.

He third Mean to end and determine Merchants questions, and controversies happing in the course of Traffique, is the Courts of Merchants called Prior and Confuls, or Il Confolato, as the Italians have called the fame. And here we may fay a Merchant is in loco proprio, as the Fish in the Water, where he understandeth himself by the custom of Merchants, according to which they are determined; yet if they do not, as every man is taken to be wife in his profession, so may he be permitted to understand them; the rather when he shall truly peruse and ponder the contents of this book, which in

my love to Merchants I have compiled as aforefaid.

Wherein Prior and Confuls have no power.

The Civilians having confidered of this Office of Prior and Confuls, established in many places of France, Italy, and Germany, have made divers questions of their authority, faying they cannot decree any thing contrary to the Law of the land; as that the father shall be bound for the son, or the son for the father, or any thing that is malum in fe, or naturally unjust, or against the publick good, or that which savoureth of a Monopoly: Neither may they forbid any man to go to Law, or order that a work, begun by one, shall not be ended by another, without the others consent: Neither are they to deal, or to determine of any thing but what concerneth Merchandifing: For other things, as the felling of houses, lands, and the like, do not appertain unto them. True it is, that all matters criminal or offenfive do not belong unto them to deal in, for there the Kings Atturney is a party, and hath interest therein, as fallifying of obligations, or Bills of Debt, or other writings, matters of reproach or difcrediting of persons, theft, and other evil and unlawful behavior done and committed by their faid fervants, or themselves, or any other Merchant, Factors, or Intermedlers in causes of Merchandise, as also all others not exercising the Trade of Merchandife, are forbidden to be dealt with the faid Prior and Confuls: Neither are they to deal with the contracts of Usury, either feigned or otherwise unlawful, nor with the Wills and Testaments or Contract of Marriages of any persons, or with the interchanging of goods by confent, and all other fuch like contracts, but only in all Civil causes of Merchandifing. Howbeit these questionable matters are not of that Moment to be discussed, considering that their authority is declared and confined by the Charters and Priviledges, made unto them by Princes and Common-weals, whereunto relation is to be had, and accordingly they are to proceed, having a respect to the equity of the cause. Hereupon Benvenuto Starccha the Civilian maketh a Treatise, Quomodo procedendum fit in causis Mercatorum, Of the manner to proceed in Merchants affairs; wherein are many universal things propounded which are easier, but particular things are commonly truer, by his own observation; and he concludeth that the Decrees of Merchants of Merchants need ho other confirmation or approbation.

The Oath taken by the faid Prior and Confuls, to observe the Law-Merchant, is subject to punishment, if they be perfidious or forsworn, as well as the Oarh of all other Judges. And Writing de Consulibus Mercatorum, he faith, That a Merchant may call in question, and begin his plea before them, although it be against one that is no Merchant, if the cause concern Merchandising; and the Plannist herein bindeth the Defendant to be judged by the faid Prior and Confuls, be he either a Knight or Ecclefi-

The Decrees need no other confirmation. affical Person, or a Stranger not resident in the place. In like manner all Bankers, Shopkeepers in Fairs and Markets, are bound to their Jurisdictions for matter of

Money and Exchanges, or for Merchandize.

The Plaintiff may in other places (where the Defendant doth deal or negotiate) be at his choice to begin or commence his Suit where he will, but not in two Places at one time for one Cause, wherein sometimes the Penalty, is by him respected to be far greater in one place than in another. Here let us remember the Controversie between two Brothers, which was above Forty years since, called, Joan de la Failia, and Jaques de la Failia, who went to Law in Brabant for many Thousand pounds, and afterward one of them did commence Suit in Flanders, being another Jurisdiction, whereupon he was compelled to pay a Forfeiture of 4000 88; for, in truth, good A Forfeiture for a Junitili-Orders and Customs are to be maintained as Laws, and nothing is to be admitted ction. that may infringe the Law of Merchants.

The Proceedings before the faid Prior and Confuls is by Libel or Petition, or by Declaration, wherein let us note the difference fet down by the faid Civilians. The Libel or Declaration is to be made with all the Form used in Law, as well for the tween a Petimatter of Fact, as the matter of Law: But in a Petition the Form is not needful, so tion and a Dethe substance of the Matter be well expressed, especially the Sum which is demanded, claration. or the Goods being lent, or unjustly detained, must be specified: And if it be for Money owing for Merchandizes, or lent, it must be declared, otherwise the Consuls will reject the Petition, as impertinent; albeit some trivial Errors in Petitions are tolerable, and the Party is to be by the Merchant's Law relieved.

They are to proceed fummarily in all their Actions, to avoid interruption of Summary Traffick and Commerce; and they are to respect plain and sincere Dealings among Proceeding. Merchants, with a Confideration to construe all things to be done Bona Fide, so that Trust may be preserved amongst them; debarring, as much as in them lieth the Exceptions of Prescription, Excussion, and of Promises made without Consideration, Quod nudo Pacto promififti, and the like: Infomuch, as many times a Woman A Custom is admitted to be a Procuratrix, contrary to the Civil Law; and all other Exceptions contrary to upon plain Bills and Obligations are fet apart, and the Truth is hunted after, and all the Civil Law. exceptions proceeding of Justice and Equity to be considered of.

The paying of Customs, Impositions, Factoridge, Portage, Carriage, and the like Charges, are much to be respected by them; as also the Execution of Wills and Testaments.

The publication of Witnesses before them is without delay, and no more Witnesses are to be examined after the time of few days limited is expired; but Sentence is im- Sentences of mediately to be given in Writing, after Pronuntiation clearly made by them, accord-Prior and Confuls. ing to the Proof and Allegations, upon Pain to be punished by the Higher Courts, and in France by the Court of Parliament, upon Reformation of their Decrees.

The manner of this fummary Proceeding is so brief, That upon coming of the Parties before them in Person, or by their Attorney, they are presently to nominate their Place of Residence, or else there is Resusal made of their Petition or Demand: then there is but one Delay admitted, and in the acknowledgment of Bills of Debt or Obligations, there is admitted but one Default; after which, the Bill is held as Theauthority confessed and available, wherein their Authority is greater than the Authority of all Confuls, is other Judges: For their faid Ordinance doth extend but to the adjourning of Per-greater than fons, and the faid Prior and Confuls upon one onely Default, and Notice left at the the authority Lodging of the Offender, may averr all Bills, and declare the fame to be payable: which Notice is to be done by the Messenger or Serjeant of the said Office, by fixing the Copy of the Demand upon the Door, if he cannot find the Person, and by one Witness or two to be affirmed; and hereupon they may seize upon the Parties Goods. if his Body be absent, and cannot be imprisoned, to pay and satisfie their said Sentence and Decree; and the Goods by them feized, upon once warning given, may be fold by them to that end. If Opposition be made against the Seizing, Sale, or delivery of Goods, or against the Cryes or Interpolitions of Decrees, or against any

other chief Point, where opposition may be admitted (Justice remaining duely garnished) the Parties so opposing themselves, shall be sent unto their Judge and chief Men of their Province, to declare before them the cause of their opposition.

And if the Party adjourned do offer Surety, yet notwithstanding he shall be caufed to garnish and lay down Caution, and then have power to call his Surety; so that the Sentence or Judgment to be given, shall be against the principal Debtor for the principal Sum, and against the Sureties, for the Charges, Damage, and Interest only; and this Surety is liable after one Default also, unless he put in a third Man for Surety, to whom also but one Default can be allowed. Howbeit that all delays are left to the discretion of the Prior and Consuls, who will admit none but upon very pregnant cause: And if they find to have granted any delay upon untrue suggestions, they may impose a Forseiture upon the Party according to their discretions, and the quality of the Cause and persons. And in the proceedings there may be two Citations and Adjournments sometimes used by them, especially upon Inquiries, where the Witnesses are admitted with the privity of the adverse Party being called thereunto, otherwise all the proceedings are of no value. The Inquiries are to be done within a limited time, and may once be prolonged upon especial cause, and not otherwise. All lawful proof must be done before them summarily within three days, without any further protraction, unless there be manifest contradiction, and

that by default thereof they pay the penalty to be imposed.

The like Penalties are to be imposed, if the Parties do produce any frivolous thing in writing; for there is always Expedition and Brevity intended in all their

proceedings.

The Register of the said Prior and Consuls, is to keep a little Inventory of all the The Registers Writings that shall be produced, and shall cause the Parties that do produce them, to write their Names upon every one of them; and the faid Register is not to take out any Copy of matters of moment out of the Inventory of the said Writings, neither for one Party nor for the other, but only the cause and the end wherefore the said

Writings are produced, upon a Penalty, &c.

All Charges and Damages shall be taxed by the Prior and Consuls, and be payed, Charges and or the party imprisoned not to be released without the consent of the party. And Damages to be taxed, &c. for a fmuch as this course to determine Causes is the shortest and most peremptory of all devices, inventions and means which can be imagined, I have thought convenient to set down the French King's Edict concerning the same, as the most complete.

> An EDICT made by the FRENCH KING, concerning the Court and Authority of the Prior and Consuls of ROAN.

> ENRT by the Grace of God King of France, To all manner of persons of what Estate soever. Greeting, Activation what Estate soever, Greeting: As We have been heretofore advertised, That "Our City of Roan is one of the best Cities in all Our Kingdoms, by reason of the "feituation and aptness for all Commerce and Traffick, where divers Merchants as well of this Our Realm, as of many other Nations, do usually hold an intercourse "of buying and felling; for the continuance and propagation of which Trade, "there hath of late by Our Letters Missive been erected and established in the same "City a common place for Merchants and their Factors, to affemble themselves in " twice every day at the hours accustomed, to dispatch their Affairs and Negotiati-"ons, in fuch manner as is commonly used in the Change at Lyons, and the Burse at "Tholouse, to the intent that the Foreign Commodities of other Countries may more "readily

Adjournments and Delays used,

Inquiries used.

Penalties impofed.

Lyons, Burfe at

"readily be transported and exchanged away, with those which our own bringeth "forth.

"Be it therefore known to all Men, That We (through Our ardent Zeal which "We carry, to advance the general Good of Our faid City of Roan, and to augment "the common Benefit and Ease of all Merchants negotiating there, and in all things " possible to gratifie them, that they may not be distracted and drawn from their "Affairs and Businesses into fundry Courts and Jurisdictions, by means of Suits and "Variances arising at any time about their Traffique) by the deliberate Advice of "Our Privy Council, together with divers Noblemen and Princes of Our Blood, be-"fides other great and honourable Personages, of our own proper Motion, assured "Knowledge, and Regal Authority, have approved and confirmed, and by these "Presents do approve and confirm the making and establishing of the said Com-"mon Place in that Our City of Roan, instantly ratifying the same in all points

" with the Change of Lyons, and Burse of Tholouse.

"Willing and Ordaining, and Our Pleasure is, That all Merchants, Factors, and "all others of what Nation foever, may affemble themselves in the same twice eve-"ry day at the hours accustomed, and in their meetings shall freely use their Traf-"fick and pass their Business as well by exchange as otherwise, not only in the said " place, but also in any other whatsoever within the Liberties of Our said City of Licence to Roan, when and where they shall think good, with all assurance to their Mer-exchange. " chandize; and with all those Priviledges and Liberties which Merchants trading " to our Towns of Lyons and Tholouse do enjoy and use, according to the Grant of

"Our Predeceffors Kings of France, and of Us.
"Furthermore, We will and ordain, That the Merchants of our faid Town of Roan "frequenting the same place, shall every year cause a Society of Merchants to be in "the Lodge of the faid Burse, or in any other place in the faid City, and at such time " as they shall think good: in which meeting they shall chuse out of the said number "three Officers, viz.a Prior and two Confuls, to remain in their authority for one year, " and so yearly to be changed, and there new to be erected, according to the ordinary Indifferent "form of most voices, not only the Merchants of the City of Roan, but also the Mer-election.

" chant strangers, being to be present and affistant in the said election: which election "and nomination being fully ended, the faid Prior and Confuls shall have present power "in them to take knowledge and give judgment between all men, of what estate qua-"lity, or condition foever they be, of all Suits, Controversies, and Differences touching "matters of merchandizing, or buying and felling in fuch manner as the Confervator " of the Fair at Lyons, and the Prior and Consuls at Tholouse do, as well for Obligations, General and "Bills of Debt, Receipts, Blanks figned, Bills of Exchange, Answers by Sureties, particular Af-"Affociations of Merchants (either general or particular) Affurances, Accompts, "Transportations, Bargains, and Partnerships for matters aforesaid, or any thing "belonging thereunto, with as full ftrength, and according to the Judgments and "Condemnations of the faid Confervator of Lyons, and the Prior and Confuls of "Tholoufe. And that the Judgments and Sentences, Decrees and Ordinances, Com-" missions and Commandments of the said Prior and Confuls of Roan, by Speeches, "Provisions, or Definitives, shall stand in as much force and effect, for any matter ju-"dicially determined, as those Caules which the Conservator of Lyons, and Prior and Consuls of Tholouse, and divers of our Judges do decide. And the same shall " be executed by Our Ser eants and Officers, in such manner and form as they are in "their behalf above-named; either by committing to Prison, or by inflicting severe "punishment, if it be so decreed and ordained; and to that end, shall our Messengers The manner and Offices be bound to perform the Executions. Our Gaolers and Keepers of Our of Executions. "Prisons shall likewise be bound to keep all such Prisoners in such manner as if they "were committed unto them by our abovefaid Judges, with the like Bond and Pe-

"alty (if any Escape happen) as they be bound to keep the Prisoners by the Authority of the said Judges: For so We have enjoined, and do enjoin Our Messen-'gers, and other Officers, Gaolers, and Keepers of Prisons, upon such Penalties as the

"case shall require, and according as by the said Prior and Consuls shall be set down and declared without any default, according as the offence committed shall require.

"Moreover, we have permitted and do permit Our said Prior and Consuls to take unto them 20 of the said Merchants, or more or less as they shall think rea
"fonable, to affish them in their proceeding and judgments in causes of Merchants."

"dise Bills of Evelogue. As Surges and Differences as a foreshild; and to constant he

Aid in the Ex- co

"take unto them 20 of the faid Merchants, or more or lefs as they shall think rea"fonable, to assist them in their proceeding and judgments in causes of Merchandise, Bills of Exchange, Assurances and Differences, as assorbated; and to cause to be
"executed their Sentences, Judgments, and Ordinances of Pawns and Consignments, Provisions, Seising of Goods, and all other Condemnations, Sentences, or
"Appointments to proceed therein by Cries, Proclamations, giving notice to themselves, or leaving notice at their houses by Proo s, Sales, Depositings, Deliveries,
and Execution definitive, as the case shall require.

Summary proceeding. "Likewise we give them power to direct the same process, and to proceed therein according to their Ordinances, as well in matters summarily, as by provision; as acknowledgement of Bills, Subscriptions, and Bills of Exchange.

"And the like in Acts of Pawns and Confignments, by one only fault duely pro"ved, by fummoning the person at his house, or fixing there a Copy of the Commission
"or Process in all places where it is lawful to be done. And touching other matters,
"where two defaults shall be made or summoned in person, they shall proceed, obferve, and keep the course according to the Kings Ordinances. And for all matters
"wherein they shall give Sentence of Execution according to their knowledge, We
"will and do permit them, as aforesaid, to cause the Execution to pass in all places of
our Court of Parliament at Roam, and in all other places of our Kingdom where
"need shall require, without any dissurbance or let to be done by any of our Judges,
"Justices, or Officers, either against them or their deputies; neither shall they let or
"hinder any Summons or Arrest, Exploit or Afsignment to be done before them.

"And to give their Affistance in all causes appertaining to their knowledge, touching matter of Traffique and all things thereunto belonging, against all Merchants trading in our said City of Roan, and as touching their Factors, Dealers and Intermedlers, of what quality soever they be, (sent by them into divers Countries, Regions, and Provinces, as well within as without Our Kingdom, Countries and Dominions under Our obeysance, for the cause of Traffique, Merchandise, and do-

" ing of business, and all other things thereunto belonging.)

Constraint to bring their Caules, &c.

"We will and ordain, That they may be constrained to bring their causes and proof for all matters aforesaid, before the said Prior and Consuls for the time being, or that shall hereaster execute these offices, be it either for the rendring of account and fatisfaction of part or of whole, or condemnations in penalties, or other condemnations for amends for Trespasses, and for all othings that shall be requisite concerning and belonging to the Trade of Merchandise, according as they shall deserve, whereof we have permitted them, and do give them power to use the Form, even as the said Conservator at Lyons, Prior and Consuls of Tholouse, and other Our Judges do. And to cause Execution to be served on the Offenders, either by Arrest, Attachment of Goods, and Sale thereof, or by Imprisonment of the parties condemned, even as they shall think good, inhibiting all our Judges to presume to take knowledge of any matter or Plea thereunto belonging; which Our command We will to be notified unto them, and unto whom it shall appertain, by the first of our Officers or Serjeants that shall be required, whom we enjoyn to perform the

Prohibition to other Judges.

"fame accordingly, to the intent that all those charges and extraordinary expences which Merchants may be put unto in following their suits against their Factors and Dealers before many Judges, might by these means be utterly avoided.

"Furthermore, We have permitted and do give authority to the said Prior and Confuls, that all such penalties of Moneys, as by them shall be inflicted upon men for Con-

Half of the forfeitures to cc the Prior, Ge.

"tempts or any other Offences shall forfeited, the one half to us, the other half to the use of the said common place or Burse of Roan, to supply the wants thereof; allowing them also absolute liberty and power to chuse and constitute one Councellour, and one Attorney, who shall by all lawful means labour the benefit and advancement

A Counfellor and one Attorney.

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" of the faid place, and shall defend the same, to direct their Process and Causes, as

" well before the faid Prior and Confuls, as before all other Judges.

"And to the end that the Merchants may affemble themselves, as well to consult " of their common affairs, as to conflitute the faid Councellor and Attorney, without " being subject to repair to Us, or to Our Judges for leave, when need shall require; "Therefore all fuch judgments as shall pass before the Prior and Consuls, being "fealed with their Seals, and Signed by a Register by them appointed, be it by im-" prisonment, sale, disposing of Goods or otherwise, shall be held for real and lawful. " being past in manner aforesaid, without any constraint to have Our further com-" mission or liking, even according as was permitted by Our most Honourable Our

"Father the King, unto the Merchants of Our City of Lyons by his Letters Patents "given in the month of February, in the Year of Our Lord 1535; referving unto Appeal to the

"Our faid Court of Parliament, at Our faid City of Roan, for a last conclusion, and Parliament. " by appeal, the jurifdiction and knowledge of the faid discords and differences.

"And to the end that all such appeals as shall proceed by reason of the judgments "and fentences, that shall be given and declared by the said Prior and Confuls, may " be speedily and without delay ended in Our said Court, We have ordained, and "do ordain, injoyn, and command all Our Loving and Trusty Presidents and Coun-" cellors (holding Our faid Court of Parliament) to declare to the faid Merchants " without delay, one day in every week, such as they shall think convenient, to Justice with

"hear, determine, and dispatch the said appellations, by order of roll for that pur- all expedition. " pose ordained. And in regard of the Process by writing, there shall be one other roll made apart, to the end that the said appeals may be ended in the same day,

" to avoid the prolonging of fuits, to the ruin and confuming of the fuiter. And to the " end the faid place of meetings of the Merchants rwice a day, may be quiet, and with-" out disturbance, Our pleasure is, and We do straitly command, that none of Our No arrest to

"Serjeants and Officers presume to enter into the same place, nor to make any arrest be made upon the Burse, Sc. " (for any cause) of any person whatsoever, during the time of those two accustom-"ed hours of meeting. And if such arrest should be made during the said hours.

"We have declared heretofore, and do declare at this present, the same to be void and insufficient, charging all Our Judges not to have any regard thereunto.

"And as We are informed, That the trade of Assurances, is of late greatly advanced

"by Merchants of the faid City of Roan, (a work so honourable that it doth even " beautifie and greatly advance the Trade and Commerce of the faid City,) We (to the " end those said Policies of Assurances, and all other writings thereunto belonging, may " receive full vigor) have permitted, and do permit, that all Merchants frequenting the " faid place (both now and hereafter to come) to affemble themselves at all times when " it shall be needful, to chuse and nominate, according to the most voices, one Merchant " amongst them (such a one as they shall think meet, being a man trusty and expert " in the knowledge of the Trade of Assurances) who shall make and Register the said A Register for "Policies, whereunto the Assurors shall set their hands, at all times hereaster in the Assurances. " faid place and liberties of Roan, when it shall please the Merchants; whose office shall "likewife be to draw forth accounts of fuch arrerages as shall happen (being hereunto " called) receiving for his pains, and time spent about the business of the same Assu-" rances, according as it shall be thought meet by the faid Merchants, and keep a per-" fect and true Register of the same Assurances. To the which Register and Copies "thereof, and all other Acts and Writings by him made, concerning matter of Affu-" rances, and by him figned, We will and ordain, that all manner of credir shall be "thereunto given, before all Judges, and others to whom it shall appretain: Without

"Affurances, or any thing thereunto belonging, unless he be before chosen and admit-ted thereunto by the said Prior and Consuls, and by the said Merchants as aforesaid. "And we do command and give in charge to all persons holding Our Courts of Par-"liament, great Confuls, Admiralls, Vice-Admiralls, Stewards, and their Deputies, and " to all other Judges and Officers whom it shall concern that you do cause to be read,

"that any other person or persons shall have to do, or meddle in the said business of

proclaim ed

" proclaimed, and registred this Our present Will, Declaration; Permission, and Or-"dinance, and the same to be observed and kept by all them accordingly, that the "Merchants may use and injoy the force and benefit thereof plainly and peaceably without any contradiction. Moreover We do charge and command Our Attor-" ney General, that he do with all diligence cause all these things to be plainly and "truely Executed, and that he do certifie Us of his diligence to done; for fuch is "Our pleasure, for that of Our meer motion and power, We will have it done, and "that notwithstanding any Ordinance, Customs, Statutes, Priviledges, Command-" ments, Defences, or Letters to the contrary, the which in this cause without doing " prejudice to other causes, We have made void, and do make void. And for that " men shall have occasion to use this Our grant in divers places, Our pleasure is that "Credit shall be given to all such Copies as shall be made by any Our Loving and "Trusty Notaries and Serjeants, Secretaries, or under, in ample manner as to the "Original: And to this effect, We do give you full Power, Authority, and especial charge and commission, by these presents commanding all Our Justices, Offi-"cers, and Subjects, to obey you in this case. And to the end this may remain E-" stablished for ever (Our own right in all other causes reserved) We have hereunto " caused Our Seal to be put.

"Given at Paris in the Month of March, and in the Tear of Our Lord 1556, and " the Tenth Tear of Our raign: Signed by the King then in Council, and Sealed with

" Green-wax, with Red and Green Silk-lace.

CHAP. XVII.

Of the Laws of several Countries, whereby the Differences and Controverses of Merchants are determined.

HE fourth and last Mean to end the Differences and Contraversies hapning between Merchants and others in the course of Traffick, are the Imperial Laws, or the Fundamental Laws of Kingdoms and Commonweals, where the Merchants Court of Prior and Confulls is not Established, whereof the Merchants ought not to be ignorant; so that in the description of them, it is convenient to make some declaration, for the Mer-

Final end of the Laws.

chants satisfaction, appertaining to their business and negotiation.

All Laws are tending in substance to the upholding of truth, maintaining of Justice, to defend the feeble from the mighty, for the suppressing of injuries, and to root out the Wicked from amongst the Good, prescribing how to live Honestly, to hurt no man wilfully, and to render every man his due carefully, furthering what is right, and prohibiting what is wrong; fummarily to be understood according to the faying of our Saviour Christ.

Mat. 7. 21. Luke 6. 31.

What you will have men to do unto you, do the same unto them. Which Alexander Severus the Emperor did express thus: That which thou will not have done unto thee, do not unto others.

Law of Na-

And to this purpose, let us note three sorts of Laws, namely, The Law of Nature, whose vertue is alone, and the same every way in all, or rather a very notice of Gods Law ingraffed in the mind of man.

Law of Nati-

The Law of Nations, which confifteth of Customs, Manners, and Prescriptions, being of like condition to all People, as we have before declared. The Civil Law, which is an abridgement, derogating many illicentious Customs,

Civil Law.

which grew by perverfness and corruptness of nature, and is termed Peculiar, used

by one kind of people, called the Imperial Law.

Out of these was the Common Law of England made, whereof we are now first to intreat, and therein to be somewhat prolix, for the better understanding of Merchants, the rather because the Laws do bind all men to Knowledge, Obedience, and The Law bin-Punishment: For indeed no man may break them, no man may be ignorant of them: deth all men And lastly, no man may judge of them, but according to them; and therefore it and obedis said, that fudex is taken à judicio, non judicium à fudice: And more especially, ence. because this Book (as you may find) is more exactly calculated (as the Prognosticators say) for the Meridian of England, howbeit it may serve for all other Countries and places of Traffick and Trade.

Of the Common-Laws of the Realm of England.

'He Common-Law of England is taken three manner of ways, viz.

1. As the Laws of the Realm, differered from all other Laws; which is the treatife the cause of the often arguing in the Laws, what matters ought of right to be de- Student. termined by the Common-Law, or what by the Admiralty Court, or by the Spiz ritual Court.

2. The Common-Law is taken as the King's Court or Kings-Bench, or Com-

mon-Pleas.

3. By the Common-Law is understood such things as were Law, before any Statute made in that point that is in question, whereby that point was holden for Law, by the general and particular Cultoms and Maxims of the Realm, or by the Law of God, and the Law of Reason, whereunto the Kings of England at their Coronation, do take a solemn Oath to observe the same, and all which the Inhabitants of England successively ever observed, namely Britains, Romans, and then Britains Five Nations

again, and then Saxons, Danes, and Normans.

Now whereas the Law-Merchant requireth brevity and expedition, all men of commendatijudgment will confess, that (having seen many devises, edicts, and ordinances, how on of the to abridge Process, and to find how long Suits in Law might be made shorter) they Law, never perceived, found, nor read as yet, so just and so well devised a mean found out as this by any man in Europe, albeit that the shortness thereof is such, that if a man have many peremptory exceptions, which can make the state or iffue of his Peremptoricause, he shall be compelled to choose one exception whereupon to found his iffue, ness of the which chosen, if he sail by the verdict of twelve men, he loseth his action and Law.

cause, and the rest can serve him for nothing.

Great is the antiquity of the Common-Law of England, and the Trial of Juries Antiquity of by twelve men: For we find the same to be from the time that the West Saxons had the Common the rule and dominations over the Countries of Hampshire, Wiltshire, Dorsetshire, Somersetshire, and part of Glocestershire; and also the same Law was used amongst the Saxons which ruled Marshland and Medland, that is to say, the Countries of Lincoln, Northampton, Rutland, Huntington, Bedford, Oxford, Buckingham, Cheshire, Darby, Notingham, and part of the Shires of Glocester, Warwick, Hereford, and Shropshire, at such time when the Land was divided into seven Kingdoms, all of them being at that time inhabited with divers Nations, namely, Picts, Scots, Danes, Normans, Vandals, and Germans; all which have continued the proceedings of the Law. until the time of William Duke of Normandy who Conquered the same.

This William the Conqueror had the quiet possession of this Land, and caused (amongst other Laws) the Dane Laws to be collected, which ruled in Devonshire and Cornwal, and a discreet view to be taken of fundry Laws, whereunto he did add some of his Norman Laws to Govern the People of the Land, now called England; infomuch, that concerning the antiquity of the Laws and Customs aforesaid, they were long before used by the Saxons first Government, nay by the Britains them- Anno 1193 anfelves, which was 1198 years before the Birth of our Saviour Christ, being now in te Christian.

continuance above 2800 years; for King Alfred caused the I aws of Marcia to be translated out of the Britain into the Saxon Tongue: And after that, we find that

King I ucius and King Alfred caused the continuance thereof.

The faid Common-Laws are properly to be taken to confift of the Ancient Maxims of the faid Laws, of the Statute Laws and Book-cases, which are yearly observations upon manners, and may be called Refponsa Prudentum, comprehending therein the Municipal Laws, which is proper to all Kingdoms and Governments, as an Law, as Gavel kind, Cc. exception to the fundamental Laws thereof; wherein many fingular arguments drawn from Divinity and Humanity are effectual, though there be no Books of it. For the principals which are taken from the Law of God and Nature, or Reason, are many more, than those which are of man, and given by the absolute discretion of the Judge. And concerning the Prudence of the Law, which holdeth this Maxim. That it is better to suffer a mischief, than inconvenience, attributing the word mischief unto one or some few men, and the word inconvenience to all persons, or the Commonwealth in general. And here let us observe, That

A Maxim in Law.

Municipal

Of the Common-Law of England, there may be made an Art or Science.

Definition of Art.

Consider we, That Ars est causarum consideratio, ex finibus Assumptis: Art is the consideration of causes from certain ends propounded; according to which definition an orderly confideration must be taken of the causes, which cannot be without Art: For Art maketh nothing but of things already made, putting a diffinct determination, which is done with a reformed reason properly called Logick; which (as it is the Instrument of all Sciences) so is it also the Instrument of the Law: And although the Law be now infinite in Practice, yet is the same finite in Precept. So that as, In infinitis omnia concurrant, The Law being finite in her principles, may eafily be complied or incorporated; and experience teacheth, that it is easier to understand many principles well put together, than to put many principles well together, whereby a man may understand the Law, hearing the same delivered by a Lawyer; yet this may be done by wife men.

For we have our finite Originals or Elements, Acts, Perfons, Things, and their adjuncts, and concerning them, finite reasons, of which we do compound cases infinite; yet are all those cases decided according to the finite reasons of the finite Elements. So liath the Physitian Simples, though we do make infinite compounds, yet are they all proved good or bad to that whereunto they are prepared, by rea-

fons drawn from the finite Simples.

the Law.

Now by the Elements of the Law, we must understand matter and form, not as in things natural and compound, but Modo & forma, as they speak: so in all cases, there is matter of Law, matter of Fact, or both, and the Twelve men or Jurors, are only ordained to try the matter of Fact, for they are ignorant in the Law; fo that if the question be of the Law, that is, if both Parties do agree upon the Fact, and each do claim that by Law he ought to have it, and will still in that fort maintain their right, then it is called a Demurrer in Law, which is determined by the Judges: So that if all cases were reduced under these sew Titles, namely, Pleas of the Crown, of Right or Title of Land, of Debt, of Trespass, of Account, of Trover, and of the Case: Then might the matter of Fact be brought nakedly before the Jury, diffin-

Cafes Criminal, Real, and Personal.

Demurrer in

Originals by the Civil Law.

guished from the matter of the Law. For all cases are either Criminal or Civil, or Criminal, Real and Perfonal, for Life, Honour, and Goods or Lands: And it is an eafie matter to describe the nature of these and the like actions, the Law being singular in her distinctions, which would diminish the practises thereupon: Whereas by the Civil Law, the Fact is first examined by Witnesses, Indices, Torments, and the like probations, to find the truth thereof; and that done, the advocates do diffure of the Law, to make of it what they can, faying, Ex fallo, jus orithm, which is long and tedious. The pleading of general iffues, with addition of the words, Mede & forma, maketh

the matter difficult many time, when the Jury conceiveth that this meaneth some

matter of 1 aw, when it is only matter of Fact: the Jurors therefore are principally to look whether the Issue and Evidence do concur, which they ought to follow, True it is, there is sometimes matter of Law which altereth the Case, when there must be proved a lawful confideration of Quid pro quo, otherwise it is Nudum Pastum en quo Nudum panou oritur Astio; wherefore I have seen some Pleas plainly distinguishing the matter, stam, what it fo that the Jury might perceive the naked Islue of the Fact before them in question, with all the circumttances, which is sometimes done by way of Replication.

There is a Maxim or Ground of the Law of England, That if the Defendant or Tenant in any Action, plead a Plea that amounteth not to the general Issue, that he shall be compelled to take the general Issue, and if he will not, he shall be condemned The pleading for lack of answer. The general Issue in Assize is, That he that is named the Difof general
feisor, hath done no wrong, nor no disseisn: and in a Writ of Entry, in the nature of Assize, the general Issue is, That he disseised him not; and in an Action of
Trespass, That he is not guilty, and so every Action hath his general Issue assigned by the Law, and the Party must of necessity either take the general Issue, or plead fome Plea in the abatement of the Writ: and the cause why this is done, is, because

the matter of Law should not be put to the Tryal of the Jury of Twelve men.

Mr. Fortescue saith, That the Tryal of Twelve men is more indifferent, than the Tryal before a Judge, because it is an easie matter to find out two men among a number of men, that may be of the Parties acquaintance, so void of Charity and Conscience, which for Dread, Love, or Prosit, will be ready to gain-say all Truth; and to this purpose he alledgeth the Example of the two Witnesses against Susanna, according to which President the Witnesses are to be examined asunder, and not in the hearing of one another, as is now accustomed. And if their Oath touching the matter of Fact were recorded briefly, the Evidences would be more certain, for Witnesses would be more careful, upon which the Oath of the Jury dependeth.

If the Action be local, or Lands of Houses, the Jury is impannelled of men, Proceedings from as near as may be to that Countrey where the thing in Controversie lieth; of Jurors. nevertheless the Defendant may take exception against some of the Jurors, albeit for little or no cause, and then others are taken in place, for there are Twenty four men warned, but Twelve is sufficient, unless it be upon an Action real, where Twenty four must be impannelled. And the Oath given to Jurors is, That they shall deal justly and truly between Party and Party; but the Witnesses are to speak the Truth, the whole Truth, and nothing but the Truth, and so they take their Oath. And to the end the proceedings in Law should not be hindred, therefore if the Jurors fall out not to be full in number, then the Sheriffs may take Decem Tales de circumstan- Decem Tales tilus, and impannel them, that is, to take other persons of the standards by, which the standards by the sta is done before the Judge at the time of the Tryal.

When the Jury have delivered up their Verdict, if nothing be alledged in resp to verdict, Judgof Judgment, then Judgment is had of course, and also Execution is rewarded to be ment, and Execution.

executed, as the final end of Law.

Nevertheless there are three means to dissolve the said Judgment and Execution, namely, By a Writ of Attaint, a Writ of Error, and an Audita Querela, which Writ is grounded upon Equity by Law and Conscience.

The Writ of Attaint is not only tedious and chargeable, but also never or seldom Writ of Attryed; for the fame is brought by the Party grieved, against the Twelve men, and taint the Party for whom the Sentence is given. And whereas before commonly upon the first inquest, they be all Yeomen, or Men of mean Calling; now upon this Attaint must go Twenty four Gentlemen of greater Quality, and Forty eight must be warned to appear, then there must in the Attaint no more Evidence be brought in, but only that which was brought in and alledged before the first Inquest, which not appearing of Record, is hard to be made a plain matter: Again, Gentlemen, and others are loth to discredit their Neighbors; yet if the matter be so apparent, that they must needs find them attainted, then means are found to defer the Judgment, and it may be the Parties shall be brought to an Agreement, or at least one of them

that was of the attainted Jurors, will dye in the mean time, and then ceaseth: yet, in this Case, if the Party be in Prison which brought the Writ of At-

taint, he may be Bailed, as is in Natura Brevium.

Writ of Error.

The Writ of Error is more easie, and was heretofore usual to prolong Suits in Law, before the Statute of Icefaile was made, meaning in good French, Fuy failly. For every small Error, if it were but false Latin, would overthrow a Cause; but now it runneth into another Extreme, for if the Party grieved speaketh in Arrest of Judgment, and sheweth some material Error, upon Motion made, the adverse Party may have it amended, as often as Errors are opened; the Record therefore ought to be first removed, and not only by Transcript be put into another Court, but the party is to plead thereunto, in nullo est erratum, and then the danger of opening Errors is past, if there be no Tricks used in amending of the Records under-hand, wherein lieth a Certiorari to fatisfie the Court where the Record is brought, namely, from the Common-Pleas, to the King's Bench-Court, from the King's Bench to the Exchequer, which heretofore was done in Parliament; and therefore the Party grieved, and in Prison at the King's Bench, cannot be Bailable upon a Writ of Error after Judgment and Execution, as he is upon a Judgment of the Common-Pleas, in the Court of King's Bench; for this Court of King's Bench, in regard of the Pleas of the Crown, challengeth fome priority herein.

The Writ of Audita Quære-

The Writ of Audita Quarela is granted out of the King's Bench-Court, if the Judgment do depend there, and returnable in the faid Court, or else out of the Chancery returnable in the King's Bench: whereupon the Lord Chancellor taketh four Bails in the Vacation-time, before a Master of the Chancery, and the matter doth merely depend upon the Bail. The suggestion of the Writ in matter of Law, is a later Contract after judgment and execution; an escape in Law, if the Prisoner be by the Gaoler permitted to go abroad without the King's Writ; or if he break Prison, in which case the Gaoler is to pay the debt; or upon a payment made since the execution; also a wrong Recovery by an Executor, whom the Prerogative Court doth afterwards disavow. Such, and the like Suggestions, are to be tried by another Jury. upon evidence to be produced to prove the faid Allegation.

A strict Law.

This Common Law is so strict, that the Proverb is, Summum jus summa injuria: for Example, If a man seized of Lands in Fee, hath Issue two Sons, the eldest Son goeth beyond the Seas, and because a common voice is that he is dead, the younger Brother is taken for Heir, the Father died, the younger Brother entred as Heir, and alienateth the Land with a warranty, and died without any Heir of his body, and after the elder Brother cometh again, and claimeth the Land as Heir to his Father: Partners can in this case, by the Law, the eldest Brother shall be barred by the warranty of the younger Brother. Again, Partners cannot fue each other by the Law; if two men have a Wood jointly, and the one felleth the Wood, and keepeth all the money wholly to himself, in this case his fellow shall have no remedy against him by the Common Law: for as they, when they took the Wood jointly, put each other in trust, and were contented to occupy and deal together; fo the Law suffereth them to order

not fue each other by the

the profits thereof.

The Law therefore is not complete without the Courts of Chancery or Equity, for the imperfection and rigour of it are qualified thereby, called to be Aquum & Bonum, which may be considered in this case: Two strangers jointly did deliver in trust unto a Widow woman a round Sum of money, with condition not to deliver the same out of her hands, but when they both should demand the same: within a while after one of them cometh unto her, and doth affure her by good Indices and probabilities, that the other his companion is dead, and, thereupon doth intreat her to deliver him the money; which she did, not suspecting any fraud, so the party went away with the money. Afterwards cometh the other (who was said to be dead) and demandeth the money of the woman, and understanding that she had paid the fame unto the other, was much offended therewith, and caused her to be adjourned before the Judge. The woman appearing, and declare the matter according to the truth, shewing how the other had deceived her, and she did wholly relie upon the integrity and justice of the Judge. Here an Action of the Case might have been brought against the woman by the Law, and cause her to seek the Party that had de- Example of ceived her: but the Judge tempering the rigour of the Law, did give fentence that Law and the woman should pay the money unto the party, so as he brought his companion with him to demand the fame, according to the covenant, they both, jointly, having reposed a trust in her.

Here I call to mind the question which no Judge could determine: A coverous Do-Stor at the Civil Law would not instruct a young Student, unless he did pay him a great Sum of money, whereunto the Student did condescend, conditionally that he should have the first Cause (he took in hand) to go on his side : whereupon it fell out, that the Cause between him and the said Doctor was the first Cause, and so there could be no proceeding therein; the Student pleading the Condition in Bar.

The Court of Chancery is properly called a Court of Conscience, because it reasoneth on the part of the Complainant, by argument taken from the Law of Nature before mentioned, Quod tibe fieri non vis, alterine feceris: For in the Chancery every man is able by light of nature to foresee the end of his Cause, and to give himself a rea- Difference beson thereof, and is therefore termed a Cause; whereas at the Common-law, the Clyent's tween Cause matter is termed a Case, according to the word Casus, which is accidental; for the and Case. Party doth hardly know a reason why it is by Law adjudged with or against him.

The Chancery therefore upon Bill and Answer between the Complainant and the Defendant, granteth an Injunction to stay the proceeding in the Courts of Common Law, until the Equity of the Cause be examined: and if there be no matter of Equity Injunction of found, then the Cause is dismissed to the Law again, with Costs to the Party. Merthe Chancery, chants Causes are properly to be determined by the Chancery, and ought to be done
with great expedition: But it falleth out otherwise, because they are by Commissions
commonly referred to Merchants, to make report of the state thereof unto the Lord Chancellor; for the Customs of Merchants are preserved chiefly by the said Court, and above all things Merchants affairs in controversie ought with all brevity to be determined to avoid interruption of Traffick, which is the cause that the Mayor of the Sta-Staple Laws, ple is authorized by feveral Acts of Parliament to end the same, and detain the same 27 E. 3. before him, without any dismission of the Common Law, which sheweth the necesfariness of the Office of Prior and Confuls before mentioned.

The rather, for that the tryal of an Action of Accompt at the Common Law is tedious. There are five manner of perfons accomptable by the Law, namely, a Steward or Bayliff, a Factor or Servant, or a Receiver. Upon an Action of Accompt, the general The tryal of Issue to be pleaded thereunto is, Ne uneques Receiver pour account rendre : this is first tri- an Action of ed by a Jury, and if the party be convicted, and found accomptable, then the Law doth Law.

Accompt by

appoint Auditors to take the accompt, by a Commission directed out of the Court to Merchants and others, according to the nature of the cause, whereunto two Attorneys of the Court are joined. And when they have taken the accompt, and find wherein the differences do consist, then they are to certifie all their proceedings into the Court, and the Accomptant must make issuable answers to be pleaded, whereupon eight, ten, twelve, or more Issues shall be made, and then a second Jury is called to try all these several Issues upon peremptory points, and so upon every Issue there is given a particular Verdict, and sometimes an especial Verdict, which is to be determined by the Court again. All these long proceedings make long records subject to many errors: and because all these several Issues are tried by one Jury, and upon one record, together with the former proceedings, whereby the other Jury found the Party accomptable, if in any, or in the whole, material error be found, then all is overthrown, and the parties are to begin again de novo. And it may fall out, that then they will join other Issues, and fo run into a Labyrinth, so that matters of Accompts are properly to be determined of the Chancery: And it were to be wished, that therein more expedition were used, according to the Laws of Arragon, which concur with the course of the said Court, as we are now to declare, leaving all other Cases triable by the Common Law, according to Observations

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their proper natures, as the trial of an Action real, which is done with folemnity and the like, to abbreviate things.

Of the Laws of the Kingdom of Arragon.

HE Laws of Arragon being peculiar to that Kingdom, have especial days or times limited to every particular proceedings of the Process, whereby the same is divided into ten (as it were) terms, which have every one their proper observations, which the Complainant must observe, and prosecute accordingly with expedition, as followeth:

When the Party Complainant calleth the Defendant.

When they do appear before the Judge.

The Defendant may alledge certain Exceptions. Due Answer is made to the Complainant's Bill.

The Examinations of the Parties, and their Proceedings.

Witnesses are produced, examined, and publication had of their Depositions. 6. The Parties do reason of the Depositions, and the matter is brought to hearing.

When the Judge giveth Sentence or Judgment.

When Execution is had upon the Sentence, or the Party appealeth.

10. When the Cause departeth out of that Judges power before a higher authority. And all this is commonly done in four months, with the observations of the Law of the proceer required, namely, the Confiderations incident, which are worthy to be noted to pre-Law of Arra. vent unjust dealings.

1. Touching the first, the Judge taketh not any notice thereof; for the Process is granted of course, unless it appear that the Complainant hath been the Slave of the Defendant, or the Son do commence a Suit against the Father, or the Servant against his Master, wherein (upon good consideration) Licence must be had of the Judge:

2. The second, That they must appear before the Judge at three several times of ten days, or thirty days at any one time, which is peremptory; after which, there lieth a contempt against the Party not appearing : during which time, the Judge doth proceed according to the nature of the Action, and the Maxims of the Law, which are compiled together to judge by, and ferve him for his direction; but in extraordinary Causes his Conscience leadeth him.

3. The third time, touching Exceptions, is not only between Party and Party, but also against the Judge for insufficiency of Authority given him, if the Cause so require. 4. The fourth time, three things are to be observed upon the Desendant's answer.

1. Whether he denied all, or did confess part or all.

2. Whether it be requisite that the Judge judicially hear the Cause, or else (according to the Defendant's Answer and Confession) judge him to pay or satisfie the matter within nine days.

3. That after the contestation of the Suit, there be no matter of any dilatory Exceptions alledged to hinder the proceedings, but rather peremptory Exceptions,

to bring the matter to a definitive Sentence.

5. The fifth time, four things are to be observed, namely,

- 1. The Complainant must swear, That he is persuaded that he demandeth a just and right demand; and the Defendant likewise, that he defendeth his Right.
 - 2. That they shall speak truth to that which shall be demanded of them.
 - 3. That they shall not require (without just cause) any time of prolongation That they have not, nor will attempt to corrupt Witnesses.

6. The fixth time, upon the contestation and interlocutory Sentence, you must observe nine things

1. I hat the Witnesses be presented in presence of the Party against whom they are produced. 2. That they be Freemen and honest, and not hired nor corrupted.

3. That they be fworn, and the Producent payeth his charges.

4. You

4. You may inquire of the Party that doth produce the Witnesses, as also of the Witnesses by certain Articles, what may appertain to the Cause, in regard of their admittance for to be fworn, because their deposition is the ground of the matter.

5. That the Plaintiff having had three feveral times to produce his Witnesses, shall not have any other time to examine any more, unless he do swear, that he knoweth not what the former Witnesses have deposed, and the Judge do affent thereunto.

6. If the Witnesses have declared any thing obscurely, they may declare the same more plainly, if the Judge do defire the same at the intreaty of the Party, according as he shall direct.

7. After publication of the Witnesses depositions, there may not any other Witnesses be deposed upon the said Interrogatories, or any matter touching the same.

8. That the Witnesses be examined of the time, of the place, and of the case it felf, whether they have feen or heard the fame, and what they believe or know thereof, or of the report they have heard.

9. I hat (to avoid charges) there be not too many examined.

The feventh time is, when all must be alledged which may any manner of ways A Maxim of the Law of make for the state of the Cause, and if it fall out that two Witnesses tell one Tale, the Law of Arragon. (as it were) verbatim, their Evidence is void; and the eighth time the Judge proceedeth to a definitive Sentence; and the ninth time (which must be done within ten days) the Party may appeal, and thereupon for the tenth time, the plea to or fuit, with all the Records, goeth out of that Judges Court to a higher Court, where it may not depend above a limited time.

The Observations do minister occasion, that many Controversies are ended with- To abridge out Law, for the Parties are not sure to observe these times, and the Defendants the multiplicity of Suits. which seek Delays are not contented with so short a time of pleading: the Complainant also may know whether it be safe for him to take his Oath as aforesaid, that he is in conscience persuaded of his right, and, moreover, paying a Fine for wrong moleflation, abridged (with them heretofore) the multiplicity of Suits.

Omitting now to speak of other Courts of Equity, and calling Law and Equity to be the Common Law, fo much commended above the Civil Law, by the faid Mr. Fortescue, sometimes Lord Chief Justice of the King's Bench, in the time of King Henry VI. who hath observed five Points wherein the same consistent; let us observe many more, to extol the excellency of the said Common Law, as followeth fummarily.

1. First, Because of the Antiquity thereof; for that in all the times that the Realm Excellency of was inhabited by five feveral Nations, the fame was still ruled by the faid Customs the Commonthat it is now governed withall; which if they had not been good, fome of the Law of Eng. Kings of these several Nations, moved either with justice, or with reason and affection, would have changed or abolished the same, especially the Romans, who judged

2. Secondly, For that the Kings of England at their Coronation do take a folemn Oath, to cause all the Customs of the Realm to be faithfully observed according to the former institution.

3. For that the faid ancient Customs or Maxims thereof are inexpugnable, and do fland of their own Authority as Principles, which need no reason to confirm their Authority, as the Laws of Solon, Draco, Carondas, Licurgus, Numa Pompilius, and the Law of Twelve Tables, &c.

4. Because all Differences and Controver sies, which happen between the King and his Subjects, are tried and determined by the Law; and if it be done in Parliament, or by the Judges, it is still according to the Law.

5. Because the King personally giveth not any judgment, especially when himself is a Party, seeing it is against the Law of Nature to be both Judge and Party.

6. For that notwithstanding the Decease of the Kings of England from time to time, the Judges of the Courts of Record, that is to fay, of the Chancery, of the King's Bench, of the Common-Pleas, which do fit as Judges by the King's Letters Patents,

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do remain authorifed, and their power ended not immediately with the King; how-beit the fucceeding Kings do confirm them in their Offices, whereby all Seditions are prevented during the *Inter-Regnum*.

7. For that with indifferency, without regard of persons, it commandeth as well the Nobility, and other Persons of Dignity, by way of Utlagare, or Out-law, as the

meanest Subjects.

8. For exercifing a power over the Judges, which are not to judge of the Law, but ybythe Law; and therefore is the word Judicium properly attributed to their determinations, even as the word Decretum is understood of the Ordinances or Sentences of the Magistrates, following Equity (as it were) without Law. For there is the like proportion between the Law and execution thereof, called Legis Actio, as there is between Equity, and the Duty of a Magistrate, called Judicis Officium.

9. For that the Officers thereof are authorifed according to the quality and due execution of it, by a proportionable distribution, namely, The Judges for term of life, and Officers subalterne, changing from year to year, to the end the administration of

Justice may be more indifferent.

10. For the diversity of the tryal thereof in several Courts, according to Law and Equity, is the cause of an agreeing and most necessary discord, as it were, Concordi Discordia, whereby the Body of Justice is supported by striving, as the Stones upholding a Vault, as Cato saith.

11. For that the Judges, in criminal Caufes, do change from time to time their Circuits; and inferiour Judges of the Court do execute the place as well as superiour

Judges, whereby Partiality is prevented.

12. For that the Law tendeth most carefully for the good and preservation of life and goods of every honest and good man; seeing that even in criminal Causes, it hath provided (as much as may stand with justice) a help and savor, permitting the Judges to order the pleading of Offenders, and to instruct them to avoid mispleading, and giving them leave to except against the Jurors which they dislike.

13. For that it doth forbid the Sale of Offices, thereby intending due administration of Justice; for where Offices are fold (as it were) by the Great, there Justice is

commonly fold by Retail.

14. Because the same is most agreeable with the nature and disposition of the People, and the quality of the Countrey, which, by reason of the Fertility, affordeth very convenient means for the tryal thereof by Juries of twelve men, the nature of the People being gentle.

15. Because men are to reduce the state or issue of their Cause upon one peremptory Exception to be tryed by the Verdict of Twelve men, whereby matters are de-

termined with expedition.

16. For that it commandeth not any thing but what is honest, reasonable, and

possible in it self, and all impossibilities are excluded thereby.

ry. For that thereof may be made an Art or Science in manner before declared, feeing the fame is finite in her Precepts, according to the old Maxims or Principles, whereunto every thing being reduced and explained, as aforefaid, all ambiguities and dark fentences would be taken away, and the Judges should easily give a clear understanding thereof, according to the order of Solon, who made the Areopagites of Athers, to be as Guardians of the Law.

18. For that the tryal thereof by a Jury of Twelve men upon one Point peremptorily or in certainty, is brief and substantial, because the Witnesses which are produced before them (by whose evidence the state of the Cause is made) must be

approved by the Verdict of Twelve men, as aforesaid.

19. For that matter of Fact is distinguished from the matter of Law, and is accordingly decided either by the Jury, upon the matter of Fact, or by the Judges upon Demurrer, or otherwise upon the matter of Law. In the second se

20. For the indifferency of the tryal of Controversies and Questions between the Native Subjects and Aliens; for they may have their tryals per mediatatem linguae, that

is to fay, half the Jury of strangers, and the other half of English subjects, to avoid par-

tiality.

21. For that the Serjeants and Councellors at the Law are to give counsel, and to help the poor, which are not able to profecute Law at their own charges, which they do in Forma Pauperis, by direction of the Lord Chancellor, and the Lords Chief Juflices of the Kings Bench and Common Pleas.

22. Finally, the Common Law is excellent for having fewer faults and imperfections than any other Law, being most sufficient to uphold the Commonwealth in quietness.

Thus the Common Law of. England hath, like a Queen, a predominant power from whence proceedeth mutual love and fure amity from the Prince to the Subjects: and from the Subjects again due obedience to the Prince, in a most pleasant harmony and concord, deserving the name of a Law received, published and recorded, without any reason to be rendred for the same (as it were) Lex cum Prologo, wherewith Seneca found fault, when he faid, Jubeat lex, non suadeat. And as the Law is derived à ligare, to bind, so is the whole State of the Commonwealth bound to the Head, and may be made easier in practice: for, as the said Seneca saith, Nil est quod pertinax opera, & diligens cura, non expugnat.

Of the Laws of the Kingdom of France.

HE Laws of France are either written or customary, and according to this Division the Countrey is divided. Acquitanie, and a part of Celtica next unto it, is called Pays de Droilt escript, because the Civil Law of the Romans is there in Written Law. force: the reason whereof is thought to be, because the Romans did continue long in those Parts, after the Franks had made a thorough Conquest of the other. Belgica, and the other part of Celtica, is called Constumer, because, for the most part, they are governed by their ancient Customs, which, amongst them, have the force of Ancient Cu-Laws: howbeit, neither the Civil Law, nor the Customary, are further in force than they are agreeable with the Edicts of the King.

Under the Law written, Skings Edicts and Ordinances made by advice either of

are comprehended the

the Privy Council, or of the Three Estates. Arrests or Ordinances of the Courts of Parliament.

In the erections of their Univerlities of Law, the King expresly declareth, That they are not bound to the Civil Law, neither receive it for further use, than to draw instructions of good Government and Reason from it, as appeareth in the Charter at Orleans, by Philip le Bell, Anno 1312. wherein he sheweth, that this Realm is governed by Custom, and not by the Civil Law; except in some Provinces, which the Kings have permitted in some Cases so to do, not as bound, but as willing to continue the Law which their Subjects of ancient time have used. So that the Civil Law generally is not in force, but only for direction, and form of pleading and proceeding in the order of the Process: and where it is most in force, the Courts of Parliament have Authority to construe and interpret it, as they think good.

Of all the written Laws in France, the Ordinances and Edicts of the King are most in force, infomuch as they are acknowledged for the onely Laws, and all other have their life from them, and are so far forth available as they are strengthned by them.

The Arrests of the Courts of Parliament are of great Authority, being pronoun-

ced in the Name of the King, and are as Laws to be followed in all Cases.

In like manner their Ordinances are to be followed only during the time that the King provideth, not otherwife, and in their own Circuit only; for they have not

Authority to make Laws general and perpetual.

The Customs which divers Provinces claim, are, of late Years, drawn into writings, and published in Print, for the more easie understanding of them, and the avoiding of confusion; so that now all the Laws of France may be said to be written Laws: this was begun in the time of Charles VII. Anno 1453. and ordered also in the time of Henry III: Anno 1579.

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Subfidies and

monalty.

This manner of Government causeth Subsidies and Impositions to be made as Revenues of the Crown by the King's Authority, which were at the first granted by the Clergy, Nobi- Three Estates, upon urgent necessity of the Affairs of the Realmonly, but now they lity, and Com- are grown to be ordinary. Charles the Seventh weeks for the first and th are grown to be ordinary. Charles the Seventh was the first that made them ordinary for the payment of Soldiers, Francis the First, and Henry the Second did the like.

Personal Subsidies are taken by the Poll, whereof Ecclesiastical men, Noblemen,

and Officers of the King, Queen, and Children, are exempted.

Real or patrimonial Subfidies are levied by Lands in some Provinces, as Languedoc and Provence, whereof no persons are exempted.

Mixt Subfidies are levied of the Yeomanry, and some persons of means. The greatest Imposition is upon Wines, now fifteen souls upon every mew.

Magazines of

And upon Salt, appointed by Philip de Valois, called Magazines or Gremers for Salt forbidding Merchants to traffick for it, setting a rate of four Deniers upon every pound of Salt. Francis the first made the same perpetual, as the Domaines of the Crown; and all men are compelled to buy it at the Magazines, upon pain of punish-This Impost is letten to Farm for Two Millions of Crowns, or Six hundred thousand pound sterling yearly.

The Right of the Sea belongeth to the King, and he may lay Impositions 30 Leagues from the Land into the Sea, if no other Sovereign Prince be not within that Precinct.

Courts of Parliament. There are Eight Courts of Parliament in France, and Eight Chambers of Accompt.

Courts of Accompt.

Paris erected 1302, by Philip le Bell. At Paris. Thoulouse also, and confirmed by Charles the 7. In Bretaign. At Dion. Grenoble 1453, by Lewis the 11. At Montpellier. Bourdeaux 1462, by Lewis the 11. In Dolphine: Aix 1501, by Lewis the 12. Dion 1476, by Lewis the 11. for Burgundie. In Provence. Roan 1449, by Lewis the 12. for Normandie. At Blois. Rheames 1553, by H. the 2. for Bretaign. At Roan.

Of the Salique Law of France.

T is an usual received Opinion, that Pharamond was the Author of this Law: others think it was fo called of the Gaules, that were called Salie, amongst whom that Law was established; for the ancient Gaules termed all their Laws either Ripuary or Salique, and in the time of Charlemain they were called Saliques. Nevertheless it is thought to have been invented of latter time, as by Philip le Long, to frustrate the daughters of Lewis Huttin; or else to have had the first strength from an usual custom of all Barbarians, which was never to suffer the Females to inherit the Crown: And so being begun in the first and second Line of the Kings, it hath continued in the third, and by custom it is rather confirmed, than to be proved to be a Law at any time ordained, having been little account made thereof, until the Controversies between Philip le Long, and Endes Duke of Burgundie, who claimed it for his Niece Jane, daughter to Lewis Huttin, and Philip de Valois with Edward King of England. The Book of the Salique Laws is but a Collection, howbeit there is no Example ever heard of, that any Woman governed.

Of the Laws of the Higher and Lower Germany, concurring with the Civil Law, and the Courts of Equity, in Substance.

HE Courts of Equity beyond the Seas, after Bill and Answer, Replication and Rejoinder, and sometimes Duplication, and at last Conclusion, with the examination of Witnesses in serious manner; The whole Proceedings are delivered. to certain Doctors or learned men, (which are as Masters of the Chancery, or belonging

longing to certain Universities) to be abbreviated, which is called ad rotulandum, who do cut off all supersluous things, which upon the matter are confessed on both To abbreviate sides, or are not material to the state of the Cause, to bring the differences between long Process. the parties to certain points or heads; whereupon the faid parties (with the advice of the Advocates or learned Councel) do dispute and debate the faid differences, to bring them (as it were) ripe and perfected before the Judge: For if the Defendant will take (covertly) any exceptions against the Judge of that Jurisdiction, he may have the whole Process made up in the name of A.B. and C.D. as it were Complainant and Defendant, without naming either of the parties, and the fame to be fent under the Town-Seal unto Doctors, or other learned men of Universities, elected thereunto in other Jurisdictions, which do give their sentence or judgment there-upon, and return the same back again under Seal, before the Judge where the Cause was depending; who calling both Parties before him, demandeth of them, whether he shall open the Process, and whether they will stand to the judgment therein contained? And if the Complainant descend thereunto, then is the Desendant thereby concluded, feeing he had his choice, and did (in a manner) appeal from the Judge, whereupon execution is presently had, and matters are ended with expedition.

By the premisses we may observe, how other Laws are variable, and subject to alteration, and that the Law-Merchant is constant and permanent in her customs, which therefore are not to be infringed, but feriously to be maintained by all the four precedent means, or some selected course of execution to be devised, concurring with the fame: For the better furtherance whereof, and more exact explanation by contraries, I have, for a Corollary of this Work, added hereunto three Paradoxes, alluding to the faid three Essential parts of Traffick, which will illustrate the most material consideration to be had in the course of Traffick and Trade.

C H A P. XVIII.

Three Paradoxes, alluding to Three Essential Parts of Traffick.

Aving heretofore published a Treatise, Intituled, England's View in the unmasking of two Paradoxes, which had been presented unto the French King Henry IV. as a matter of great consequence, and considerable in the Government of Common-weals; and finding that the true underflanding of them, (with a third Paradox observed by me) did properly allude to the contents of this Book, or the three Essential parts of Trassick, namely, Commodities, Money, and Exchange for Money. I did refolve to handle the substance of them for a Corollary of the same, the rather, because Paradoxes are things contrary to the vulgar opinion, and will also make all the premisses more manifest and apparent by their conclusion.

The faid two Paradoxes prefented by Monsieur Malestroit, one of the Officers of the Finances or Treasury in France, were as followeth, saying:

I. That to complain of the general dearth of all things in France, was without Commodities: cause; for there was nothing grown dear these Three hundred years.

II. That there is much to be lost upon a Crown, or any other Money of Gold and Sil- Money.

ver, albeit one do give the same in payment at the price he did receive the same.

The third Paradox which I have added hereunto, is,

Exchange.

III. That the imaginary Moneys supposed in Exchanges for Money, made by Bills of Exchanges, do over-rule the course and property of real and Substantial Moneys in specie.

Gold and Silver are the Judges of good cheap or dearth.

Monsieur Malestroit saith, That since the ancient permutation hath been changed in buying and selling, and that the first riches of men (which consisted of Cattel) was transferred to the Gold and Silver, whereby all things have received their estimation; it followeth that those metals are the right Judges of good cheap or dearth of all things.

We cannot say that any thing is dearer than it was Three hundred years ago, unless that for the buying thereof, we must now give more Gold and Silver than we did then: But for the buying of all things, we do not give now more Gold or Silver than we did then, therefore (faith he) nothing is grown dearer in France since that time.

To prove this, he doth alledge, That during the Reign of King Philip de Valois, in the year 1328. the French Crown of the flower-deluce (as good in weight and fineness, as the French Crown of the Sun now) was then worth but Twenty Soulz tournois, commonly accounted to be Two shillings sterling. In those days (saith he) the French Ell or Yard of Velvet was worth Four Livers, which is Four Crowns, or Eight Shillings sterling: the said Ell of Velvet doth now cost Ten Livers, or Twenty Shillings, and the French Crown which was then valued at Two shillings, is now valued at Fifty Soulz, or Five Shillings; so that Four Crowns do make the said Twenty Shillings, yet the said French Crowns do not contain more Gold in weight or sineness than before; and, consequently, the Velvet is not now dearer than it was then.

The Gentleman that hath now Five hundred Livers by the year to spend, hath no more than he that had One hundred Livers to spend in those days: and, in like manner, he proceedeth for Corn, Wine, and other Commodities, and thereupon concluded, That the dearth of all things is but imaginary, and avain opinion, to conceive that

things should be dearer now than in those days.

The fecond Paradox.

Here is much to be lost upon a Crown, or any other Money, although the same be given in payment at the price it was received.

This (faith Monsieur *Malestroit*) is an old and common Error, rooted in the judgment of most men, that are far from the mark, and without their reckoning, as he will manifest in the former terms.

In the aforesaid time of King Philip de Valois, the French Crown aforesaid, was

worth but Twenty Soulz, which is now currant for Fifteen Soulz.

The Gentleman that had Fifty Soulz Rent or Income, did receive for it two Crowns and an half, or fo much in Silver accordingly; for which two Crowns and an half, he had half a yard and half a quarter of Velvet, after the Rate of four Livers the yard, which was the price of Velvet then: Now for this Fifty Soulz, the Gentleman doth receive but one Crown, or so much of silver money, and that for one Crown now he can buy but one quarter of a yard of Velvet, after the Rate of ten Livers that Velvet is now worth, whereas before he had half a yard and half a quarter, although he have given the same in payment for Fifty Soulz, which is the price for which he received the faid Crown; and so proceedeth with other the like Examples, in the buying of Commodities with Silver Coin, or in the receiving of Rents or Incomes, adding further thereunto, That if any man will object and fay, I care not what the Crown Liver or Soulz is worth, so as I having an Hundred Livers of Rent paid me. and that I can pay out again the faid Hundred Livers. This man (faith he) must then make proof, that he can have now as much Ware for two Soulz, as he could have had in times past for two Soulz, which were of fine Silver, and now almost of Copper; and in doing so, he should make a third Paradox more strange than the former: for he should go about to prove every thing to be become better cheap, which cannot be proved.

The fubflance and intention of these two Paradoxes is (faith he) to shew that the King and his Subjects do buy all things as dear as in times past, for that they must give as great a quantity of gold and filver as in times past: but by the inhauncing of Inhauncing of the price of the money of gold (from whence of necessity proceedeth the abating of gold abateth the filver money;) the King doth not receive, in payment of his Revenues, fuch a regard of proquantity of gold and filver, as his Predecessors. In like manner, Noblemen, and Gen- Portion berlemen, that have great Revenues and Incomes, do not receive such a quantity of gold and filver as in times past, but are paid (as the King is) in copper, in lieu of gold and filver. For which copper, according to the fecond Paradox, they cannot have fo much Wares, as they might have for the like quantity of gold and filver: fo that the loss which we have by the growing dear of all things, cometh not by giving more, but by receiving less quantity of gold and filver than before; whereby we see manifestly that the more we do inhaunce the price of money, the more we lose.

Monsieur Bodin, the famous and learned Politician, took upon him to make an- The great fwer to those two Paradoxes, being of another opinion, and setteth down other caufes of the dearth of things, which are five in number, namely:

1. The principal and almost onely cause, the abundance of gold and silver now extant in the Kingdom more than in times past.

2. The Monopolies.

3. The want of things caused by excessive Trade and waste thereof.

4. The pleasure of Princes that advance the price of things.5. The alteration of the valuation of money.

To prove the first case and principal, he alledgeth divers Examples: Plutarch and Examples of Pliny do witness, that Paulus Emilius, after the Conquest of Macedon against the great wealth. Persons, did bring such abundance of gold and silver to Rome, that the people were dealy. The Express of the price of Lands advanced unto two third parts suddenly. denly. The Emperor Augustus brought such great Treasure from Egypt, that the price of Usury did decrease, and Lands became much dearer: and the like of Ferufalem, by the coming of the Queen of Candace: and in the West-Indies, by the Spaniards Conquest there. And hereunto he maketh a comparison of the want of money in times past, for the payment of the ransom of Princes taken Prisoners in those The French days, and the means of the increase of wealth, by the discovery of the West-Indies; King John in the propagation of the people in France, their Trade for Turky and Barbary, their England, &c. Bank at Lyons, and other Accidents.

Concerning the fecond cause of Monopolies, he doth pass over the same as a matter not confiderable, and doth limit Monopolies onely to the Combination of Merchants and Artificers, in the fetting of a price to Commodities, or their handy-work, by augmenting their wages.

Touching the third cause of the dearth of things, by the want or waste of them, he observeth some especial things; that Corn and Wine are better cheap during the time of War, than Peace: because the Husbandman is driven to fell, and to make money of his wares, and the Gentleman finding the same perishable, when the Merchant dare not lade his Ships, doth abate the price of Commodities, and maketh the people to live good cheap; which, according to the Proverb, (France can never be fa- The Fertility mished) would always continue, if by the means of the Stranger their Store-hou- of France. fcs were not emptied.

Concerning the fourth caufe, of the pleasure of Princes, imposing a price upon Coinmodities which they do affect: Plato faith, That it is a general Rule in State-matters. that Princes do not only give Laws unto their Subjects, but also by their example they do change, the manners of men; to which purpose he doth use the example of they do change frie mainlers of them, the state of them in the head, causeth his hair to be cut off, the example wherein the people did presently imitate him. We have seen (faith he) three great Printon of Princes doth change ces firiving (as it were) who should have the most learned men and best artificers, the manners namely, the faid great King Francis the first, Henry the eighth King of England, and Pope of men. Paul the third; infomuch that the King of England could never have the learned and

reverend Beda; and the French King did pay 72000 Crowns for a Diamond, rather than King Henry should have had it. Hereupon presently the people did give themfelves to fludy and to buy precious Stones, when the Nobility did imitate the King: and when the King gave over the fame, the price of them was much abated.

If any man thould here object (faith Monsieur Bodin) that if things should still become dearer, partly through the waste, and partly for the abundance of gold and silver, no man should be able to live because of the dearth of things. It is true, but the Wars and Calamities, happing to a Commonwealth, do stay the course of it, as we may note, that the Romans have lived with scarcity, and, to speak properly, in want and mifery almost Five hundred years, when they had but Copper money of a pound weight, and without stamp: for their gold and filver came unto them in One hundred and twenty years by the spoil of all the world, which was brought to Rome by the Scipio's, Paulus Emilius, Marius, Sylla, Lucullus, Pompey, and Cefar, especially by Great wealth Prodigalities, brought to the Treasury Forty millions of Crowns, having given at one

Copper money of one pound weight

of the Romazzs.

weals.

the two last: for Pompey did conquer so much Land, as made the Revenue of the Empire to be Eight millions and an half of Crowns. Cefar, notwithstanding all his time unto Paul, Conful, Nine hundred thousand Crowns to hold silence; and unto Curion, Tribune, Fifteen hundred thousand Crowns to take his part. Mark Anthony went further, as Plutarch and Appian have written, for he gave unto his Army for their service done, Two hundred thousand Talents, being One hundred and twenty millions of Crowns: fo did Adrian the Emperor, to have the good will of Forty Legions, give Ten millions, whereby appeareth great abundance of gold and filver to have been at Rome, but it did not last ever: for in less than Three hundred years. the Parthians, Goths, Herules, Huns, and other cruel Nations, did overcome the Empire, and all Italy, and overcame the Romans, burned their City, and took the The property spoil of them. The like doth happen unto all Commonweals, to wax and increase of Commonby little and little, and to flourish, for a time, in wealth and power, and afterwards to grow old, and decline, until they be utterly ruinated and destroyed.

ouching the last cause of the dearth of things by the alteration of money, he sheweth how Monsieur Malestroit hath mistaken the matter in the monies themselves made within Three hundred years: For whereas he faith, That St. Lewis caused the first Soulz to be coyned worth Twelve Deniers, whereof Sixty four pieces went to the Mark weight of eight ounces; and that in Philip de Valois's time, the Crown of the Hower-de-luce without number, and as good as the Crowns now, was valued but at Twenty Soulz, and that afterwards King John caused the Franks to be made of fine gold, which were but valued at twenty Soulz, and that the Soulz of filver was worth five of our Soulz: he doth not fay of what weight and fineness the money were in those days, and in conclusion he faith, That the price of things is not al-

tered by the valuation of money.

But if Monsieur Bedin (according to his wisdom and deep judgment in other matters) had duely confidered of these two Paradoxes, he would have made a direct an-

fwer thereunto, before he would have proceeded in his former discourse

The contra-

riety of the Cion or Contrariety: for the first doth consist in giving of more gold and silver for The first Paradox being considered with the second, will shew a manifest Contradi-Commodities now, than in times past, which he denieth: and the second, in receiving less Commodities for the gold and silver now, than in times past, which he affirmeth; which both ways is to be taken in nature of commutation.

Now if we do not give more quantity of gold and filver for Commodities than in times past, how can we receive less Commodities for the gold and silver, and there-

by receive a loss, as in the second Paradox is alledged?

Again, If we do receive less quantity of Commodities for gold and filver than in times past, according to the second Paradox, whereby we sustain a loss, how can the first Paradox be True, That nothing is grown dear, for that we give no more quantity of gold and filver than in times past, Commodities and money lying by this comparison in an equal ballance?

But

Bur let us admit, that Monfieur Malestroit had an intention, which he might have expressed in few words, if he had had the true ground, and understood the matter he went about, by proving only that when moneys do alter in weight, or in fineness, or in valuation, or in all three, the price of things dothalter only by denomination, if the Causes of the valuation be made accordingly: yet Monsieur Bodin had not made a good interpretation of the said Paradoxes, and mistook the true ground of the matter in question &c. touching the prices of Commodities, which he compared within themselves in the Realm of France, whereas the comparison ought to be of the inhancing of the price of the Commodities of one Countrey, with the price of the Commodities of other Countreys, and thereby find out, whether things are grown dear with us or with them in effect. So that they both mistaking their grounds, we have shewed in the said Treatife, That they having lost Ariadne her line, wherewith they entred into the labyrinth of moneys and their properties before declared are like to a man who, having loft his way among the woods, the further he goeth, the more he erreth from the right way.

To intreat therefore of commodities and money, in the course of Traffick between Kingdoms and Common-weals is not fufficient; but the exchange of moneys, being the publick measure between them, must be regarded, as the principal and over-ru-

ling part thereof.

For if a man should frame a Syllogism in manner following, he shall find the same

full of fallacies and misprisions, nay, a very Dilemma.

Nothing causeth Merchants to export more money out of the Realm than they bring in, but only the bringing in of more Commodities into the Realm than they carried out;

The undervaluation of our moneys, caufeth no more Commodities to be brought

into the Realm than is carried out;

Ergo, the undervaluation of our moneys, causes not more money to be carried out of The maintethe Realm than is brought in, as is declared in our last Treatife, to hinder the inhancing nance of Free of our moneys, which by the treatise of free trade (lately published) was infisted upon.

We do also find, that in the year 1577, Monsieur Garrault, one of the French King's Council, did exhibit two Paradoxes concerning moneys, which may(in regard of the former) feem more paradoxical or frange, not only to the vulgar opinion, but also to the judgment of the wifer.

The first is an Assertion, That moneys have not changed their values.

The other, That by the inhancing of the Coin, or the price of moneys, the price of commodities becometh abated and good cheap; and that by the reduction and abatement of moneys every thing becometh dearer.

And forasmuch, saith he, that the matter of money is full of Problems, and may be disputed on both parts, his desire is, that some gentle spirit might be stirred up to

discourse of the reasons which may be alledged.

Touching the first, That the value of moneys is not changed, (omitting to speak of the Cicle of the Hebrews, the Staters of the Persians and Greeks, and the As or Denier of the Romans) he faith, That King Lewis 11. did reduce the diforder of moneys to their former estate of King St. Lewis, when the Denier of gold was esteemed (in weight) to 12 Deniers of filver, which is properly to be called the proportion between the gold and filver heretofore noted: and hereupon he shews how the said proportion hath been altered; yet fo, that the filver was always made correspondent to the gold, and when the gold either in the mark weight of 8 ounces, was inhanced, and consequently in the pieces or coins; the filver was likewise inhanced proportionably, observing the said 12 to 1, or fometimes thereabouts, either a little over or under; and this caused him to fay, That moneys had not changed their values, it being only a comparison made between the gold and filver, which is by weight, and not by valuation to be applied unto every piece of Coin, especially to the French Crown of the Flower-de-luce or Sun; and the piece of filver called Douzaine, alluding to the faid 11 to 1, and the application on thereof unto the price of Commodities is more abfurd. The weight of 12 of filver to 1 of gold, maketh not the valuation of the Mark weight of gold and filver, much

Two other Paradoxes:

less the valuation of the pieces coined of the said mark, whereby we see how one diflinction is able to dispel and disperse the foggy mysteries of deceitful fallacies, as the Sun drives away the wind and the clouds, heretofore by me observed.

Concerning the fecond Paradox, he faith, that many are of opinion, That the inhancing and augmentation of the price of moneys, engendreth a dearness of all things, quia funt pracia rerum: And that even as, pro imminutione, qua in assimatione. solidi forte tractatur, omnium quoque præcia rerum decrescere oportet, pari ratione, se quod tractatur incrementum, quoque & pracia rerum crescere debent. Which opinion (saith he) is grounded on the politick Rule, That the value of moneys giveth estimation unto all things, which is not ordinarily observed: for Princes and Magistrates are many times constrained to endure the incommodities of the time, by their prudence and understanding; so that all Laws are not observed, by consequence following each other, whereby it cometh to pass, that the price of wares followeth not the price of moneys, but the common custom; for money was made to no other end. but to maintain and continue the Trade of Merchandize, by means whereof the Commodities and Necessaries are brought from one place to another, to avoid the ancient, painful, and troublesom permutation: which Traffick is two-fold, namely, within the Realm, and in Foreign Countreys: within the Realm the money is more commodious than necessary, but for the stranger most necessary, and therefore must be of a fine substance, as gold and silver, to be inclosed in a small room, to transport great matters from one place to another: and if we will merely consider of this substance and effect of strange Negotiation, we shall find nothing but a masked permutation of one thing, for some certain quantity of gold or silver: for he that trafficketh in Foreign Countries, hath not such regard to the value imposed upon money, as to A good obler- the intrinfique goodness which giveth the value, and hath the same function in other had by Mer- places, according to which inward goodness, he setteth a price unto his Commodities, to make thereof the like quantity of gold or filver, as he hath laid out over and above his charges and profit; fo that the moneys remaining stable and trm, the price of Wares and Merchandizes remaineth certain without any augmentation, to shew that there is no inhancing of the price, because of the augmentation of the price of moneys, which will make us hereafter to fee the good cheapness of all things as he faith) for he that causeth some Foreign Commodities to come within the Realm, knowing the alteration of the price of moneys, according to the unbridled will of the people, will make the price of his Commodities accordingly. And this the faid Monfieur Garrault doth declare, by examples of Velvets, and other Commodities, and therefore he is of opinion, that moneys inhanced should be reduced again to their price, and that all Debts made before that time should be satisfied à lequipollent, according to the rate, Ut pecuniarium una & eadem sit semper potestas, & perpetua estimatione difficultatibus permutationum, æqualitate quantitatis subveniat, &c.

The power of money trans-ferred to the money.

vation to be

chants.

Many other reasons (concurring with the former) are by him alledged, which I omit, because the whole foundation, of the said Paradox, is merely an Abuse of the People, as himself hath noted, admitting also the transportation of money, and finally confessing the inhancing of the price of moneys, and consequently the sale of commodities accordingly. All which is far from the present course of Traffick, when the course of Exchange is not confidered withall, as shall be declared. True it is, as the Civilians fay, concerning contracts of commodities fold before the inhancing of moneys, that valor moneta considerandus & inspiciendus est à tempore contractus, non autem à tempore solutionis: but this, not being observed, was the cause that many Merchants agree to pay for commodities in currant money for Merchandize, others that fell commodities agree to be paid in species of so many Ducats, Dollars, French Crowns, or other Coins, which is of late years established to prevent the inhancing of Coin, and yet it cannot be sufficient to prevent the said incertainty of the price of commodities. If the standards of the said moneys were by allay of copper altered, much less would the advice given, that Merchants Accompts should no more be kept in Livers and Soulz, but in French Crowns, to hinder the inhancing of moneys, which in

fome

fome Countries is fecretly practifed to be done of meer policy, when by publick Authority it is forbidden, and might be effected, as within the Realms of England, Scotland, and Ireland, and other His Majesties Dominions, where the moneys are not inhanced between man and man, and remain currant according to their price, until the King's Authority do alter the valuation by Proclamation, albeit by exchange it is

not fo; and therefore, according to my third Paradox, we thall find,

That the imaginary moneys in Exchange, do over-rule the substantial moneys in specie: Thethird Pa-For the Merchants valuation, of moneys in Exchange, doth over-rule the King's va- radox. luation of moneys within the Realm. For when the King hath valued the shilling piece at 12 d. Merchants undervalue the same in Exchange at 11 \frac{1}{2} d, and 11 d. not only in the price of Exchange, but also receiving beyond the Seas the inhanced moneys above their values, and not valuing of them in Exchange accordingly, as before hath been observed concerning the valuation of moneys, and the imaginary Coins, or rather Moneys, whereupon Exchanges are made for fo many feveral places.

The late Earl of Dunfermling (Lord Chancellor of Scotland) did propound unto Proposition of the King's Majesty in the year 1610, a certain Proposition touching the inhancing the Earl of of Gold, his Lordinip being of an excellent judgment in Mint Assairs, That the French Dunferming. Crown of the Sun, which never went in England (to use his own phrase) all Queen Elizabeths time, above 6 s. English money, went now for 7 s. and 3 d. and that the English double soveraign of 20 s. went in France for 11 france; or 22 s. and that both ways there had been no alteration in the standard. Whereupon he did demand, in writing, what was the cause of the said difference or alteration? If this proceed (said he) from the goodness of the Gold, that it is better in fineness and allay, or in weight, or from the weakness of the filver, that it be worse than it was either in fineness and allay, or in weight, then is the cause intrinsick and substantial, and may be easily considered and resolved, if it be good or evil, to be entertained, maintained, and set forward, or rejected, and stayed from all further course: if there be any other cause or reason, it must of sorce be extrinsick and accidental, let the same be searched out: if it be good to the Princes and Estates weal and commodity, it should be affished and continued: if it be tried evil, proceeding from the policy and craft of Tradesmen, tending only to private gain and commodity, prejudicial to the Prince and State, to be gain-stood and expelled. This proportion being sent unto me by a great Personage, then in high place, was made plain by demonstration, to proceed of an accidental cause, by advancing the valuation of Gold partly in England, when Crown Gold was valued from 55 s. the ounce, to 3.7. and partly in France, when they did advance the French Crown in specie five Soulz; advising therewithall, that to remedy the same, it was not to be done by inhancing of our Gold still more and more, but in the price of Exchange between France and us, otherwise we should undervalue too much the filver of the Realm to our exceeding loss, shewing withall how easily this might be done, without alteration of the proportion observed between gold and silver for most places. But the contrary was approved, and Crown Gold was more inhanced to 66 s. the ounce, by two feveral Proclamations, which hath proved the loss of our Silver in November. bullion or weighty coin, daily breeding greater inconveniences by the want of our 1612. moneys, which by reason of the undervaluation in Exchange, and not by undervaluaation in specie, are continually exported, none imported, but diverted (by gain) for other places, as hath been declared. All which cometh to pass, for want of true judgment and experience in Mint Affairs, with the confideration of the faid Essential parts of Traffick fo often mentioned, whereof I hope (that in general meetings for the publick) more regard will be had, to the end it be not recorded of us, as it hath been of some Parliaments in France, that in populi republica sententiæ numerantur, non ponderantur: and then we shall be faid to understand the Par, by right distinction between the active and passive. Aristotle saith, That Action and Passion are meerly Relatives, and that they dif- Phys. lib. c.3. fer no more than the way from Thebes to Athens, and from Athens to Thebes: let us discern therefore the one from the other, and we shall find that as the Liver (Money) ministreth spirits to the Heart (Commodities) and the Heart to the Brain (Exchange)

Two courses of Exchange, like the two courses of the

A very

strange Paradox. fo doth the Brain (Exchange) minister to the whole Microcosm, or the whole Body of Trassick. Let the Heart therefore by the Liver, receive his tinctured Chilus by his own Mouth and Stomack, and the Bloud (full of Spirits) shall fill all the Veins, and supply the want of moneys, the case course and recourse of whose Exchange shall bring all things in tune, and serve all mens turns. For even as there are two courses observed of the Sun, the one annual, and the other by daily declination rising and going under, within the Ecliptick Line, even so must we observe in Exchange two courses, the one according to par pro pari, or value for value, the other rising or falling from time to time, as hath been sufficiently declared: whereof the said Aristotle, Seneca, nor Cicero, nor any other Philosopher or Orator could take notice in the infancy of Trade, Exchange not being then invented; neither do we find that any Temporal or Civil Lawyer hath entred into this important study, for the welfare of Kingdoms and Common-weals (by the Rule of Equality and Equity) hitherto.

To conclude therefore this Paradoxical discourse, I cannot omit to do the same, with another Paradox by me observed in the making of moneys of gold and silver,

namely:

That a man may commix Bullion to make a certain standard of moneys, either of gold and filver, and after the commixture made, shall alter the standard, and make the same better or worse, without putting any allay, or silver and gold unto it.

That is to fay, I will melt down eleven ounces and two penny weight of fine filver, and eighteen penny weight of copper, both one pound Troy of twelve ounces in weight, making the sterling standard, and yet my moneys made thereof shall be but ten ounces fine. In like manner I will melt down ten ounces of filver, and two ounces of copperand more, to make a standard of ten ounces fine, and yet my

moneys made thereof shall be eleven ounces fine, or sterling.

To understand this Mystery or Paradox, we are to note, that in the making of a standard of moneys, three things must concur, and have an equality proportioned upon the pound weight of twelve ounces Troy, namely, Fineness, Allay, and Weight of the pieces made out of a pound, which is the ground-work of the subtile Assay; according to which, all Assay-masters make their calculation by the mark of eight

ounces, or the pound of twelve ounces, making one mark and one half.

Suppose now, that (as in ancient time of King Edward III.) one pound weight being divided into twelve ounces, every ounce was divided into twenty pieces, or is now divided into fixty pieces, or three pound making fixty shillings, which then made but twenty, and that these twenty pieces or fixty shillings were diminished by the sheyre, and there is made twenty two pieces, in regard of the twenty or fixty six pieces, in the lieu of fixty pieces, which is ten in the hundred, that the said pieces are lighter than before, considering piece by piece. Now an Assay-master received one of these pieces, to make an Assay thereof in manner by us declared (in the Second Part of this Book, in the seventh Chapter of the Assays of Bullion and Moneys) and having weighed the same, he calculateth how many of these pieces do make or weigh one pound, and he findeth twenty two or fixty six pieces, or thereabouts, because of the unevenness of the sheyre, which being tried, he maketh report of the sineness accordingly: so that wanting, in regard of the pound, ten in the hundred by weight, there must needs be wanting so much in fineness, and so eleven ounces, molten down, is sound to be but ten ounces fine: and in like manner, & all which in matter of Exchange can be considered of and prevented, as it shall please the King's Majesty, and his Highnesses Privy Council.

The predominant power of Exchange, rifing and falling in price, may be compared to the ebbing and flowing of the Seas, whereof no reason can be rendred, albeit we find the course thereof to concur with the increase and decrease of the Moon, which borroweth her light from the Sun, whereunto we may attribute a natural Primum

Mobile of moving.

This motion is not fo perceptible in the Main Ocean Seas, as visible in the Rivers, Streams and Branches thereof. Even so in the Seas of Exchanges, we are to ascribe the

Ebbing and flowing of waters, compared to the falling and rifing of Exchange.

first motion of rising and falling in the price of exchange unto the Bankers, albeit the operation of it be not so apparent in those main exchanges, as upon the Banks of the course of Traffick by commodities and moneys (subject to inundation) in the particular exchanges of some Countries, which run into the main ocean of ex-

changes, as a River or Branch of the same.

As this ebbing and flowing is aggravated by accidental causes of Rain, Snow, and the like, by the alteration of weather: so doth the rising and falling of exchange, increase and decrease, by the alteration of State Affairs between contending Princes, according to the use of moneys. And even as the Seas are girt in by God's Commandment, that they cannot overflow the main Banks of the earth; fo the course A great confof the rifing and falling of exchange in price, may be girt in by the King's Com- deration, bemandment, that it shall not overflow the course or banks of Traffick, to the inundation of our home commodities and monies.

This Simile putteth me in mind to remember the Poetical Fiction of the Serpent Hydra with many heads, whereof one being cut off by Hercules, forthwith another did appear, alluding therein to the River Nilus, which had many Branches, whereof the one, being stops in one place, caused another to overflow in another place, augmenting Hercules's Labors, being therein like unskilful Physicians, which (to cure a Disease) do many rimes cast the Body into a more dangerous sickness: whereas the learned Physician will find an easie Cure, knowing the efficient cause of the Disease, without which, conceited remedies are but meer shifts and extremities.

Aristophanes hath painted forth the Agony of an aged Man, altogether shipwracked by Usury, who thinking to have found out the way to be eased of his slavery, did propound unto Socrates this Demand, That if he should by the inchantment of a witch of Thessalia) fetch the Moon out of Heaven, and bring it away, and afterwards inclose it in a Case of Glass, and so keep it, as he would keep a Fly in a Box. Socrates demanding, What good that would do him? He answered, If the Moon do never rise again. I being constrained to pay money by the New Moon, shall be freed from that trouble. A strange shift that this poor man was driven unto (apprehending a shadow for a reason) to pluck by violence the Moon out of Heaven for his help, for, in truth, the witch did her best, and begun to charm the Moon, which when the Usurer understood. did put him in such a pelting chase as was wonderful to behold, for accusing this poor man of Inchantment. At last he went himself to another witch, not only to keep the Moon from coming out of Heaven, but also to hasten the course of Her safler, to recover his Usury the fooner. Good God! what a trouble was the Moon put unto between these two witches? What Storms and Tempests did arise? What horrible Wind did blow? What great Rain did fall? What Flouds enfued every where? So that Countries were almost drowned, and under water, in many places.

The Moral of these Metaphors, concurring with our former Comparison, doth not only shew unto us the Operation and Conjunction between the Moon and Waters,

but also the folly of vain conceited Remedies.

The propounded Remedy therefore, for reformation of the Abuse of exchanges, is grounded upon the Rule of Equality and Equity, whose Antitheta are Inequality and Iniquity, which every man ought to suppress: Equality is amiable, and accompanied with ease and facility, but inequality is hated and affociated with trouble and difficulty. The difference whereof is like this Geometrical Axiom, in commendation of the invention of round wheels to draw and carry loads with a small strength, Circulus tangit planum unico punito. For if the wheels should have been made square, or in any other polyangle and proportion, forty Horses would not so easily draw them, being laden, as two doth now with speed and ease: what easier thing can there be, than to set and command a price in exchange to be observed according to the value and equality of moneys domestical and foreign, and to let all Merchants exchange one with another by Bills of exchanges as they now do, and can agree among ft them felves; but never under that price, feeing it is againft all Reason, Nature, and Policy, to undervalue the remedy, as King's money by exchange, and all the Commodities accordingly, to the incredible aforesaid.

pacity of men.

loss of the Realm. Will not this be as easie to be done, as we see the Rudder of a Ship doth govern the greatest Carrack or Vessel, being but a small piece of Timber fastened upon the parallel of the keel of the Ship, whereby it is directed according to all the variations of the Compais, as we have faid elsewhere?

Let the practice hereof assure us, and we shall not need to seek the Golden Fleece in Colchos, which we have within our own Island of Great Britannia; our feeble Pulfes will be felt, when our Hammers shall beat in the Mint, for Moneys and Bullion,

are (to the State) a fecond life.

If any Hedgmint (for so do the States of the United Provinces of the Netherlands call the Mints of petty Lords, which by falfified standards do imitate to coyn the money of other Princes) should feek to maintain inequality, all their imaginations what they be. will prove to be but Chymera's and Toys: for it will be easier for the King to alter the price of this equality of Exchange accordingly, than it is for a Miller to turn his Mill to grind his Corn with all winds; insomuch, that whencit shall be once established and known, there will not want some Backbiter or Monus, to make little estimation of this Columbus Voyage to the rich Indies, and go about to difgrace this great service to the King and Commonwealth, for they shall boable to set an Egg on the end (by way of imitation) as others did, when they faw it done before.

By these means shall the ancient Office of the King's Royal Exchanger be supplied, and it is one of the greatest Prerogatives the King hath, to fet down a price on his own coyn, and thereby to give a certain measure to buy and sell, which is by the Prerogative own coyn, and thereby to give a certain incaracte to buy

Royal, to fet Merchant's exchange and connivence of toleration by Foreign States abridged, and in a manner frustrated: And it imports the King more to reform this exchange, than any other Prince, because God hath so blessed England, that no Nation in Christendom trafficketh so much in Bulk of Staple Commodities as this Realm, which Boterus (though altogether Spanish in times past, and no Friend to England) confesseth, that two years before the taking of Antwerp, all the Wares of Christendom being valued and fummed (by the Officers of that City) which were vented there in one year,

(the whole being divided into fix parts) the English amounted to four parts thereof: The Fasts of which is the cause also that England hath the head of exchange, which is our Basis and Foundation of our Twenty shillings sterling, whereupon most exchanges are made, and this head may command the members and parts of the body more con-

veniently by the King's Commandment, as before hath been declared.

I have, in this Chapter, thought convenient to remember this important matter again, with a Variety of Style, to revive and recreate the spirit of the Reader, to the end all the Premisses may (in his apprehension and conceit) give more delight and pleasure even to Natural Mother-Wit, whose commendation may not be omitted. .

CHAP. XIX.

The due Commendation of Natural Mother-Wit.

Orafmuch as all humane Actions, being fallen from Perfection to Imperfe-

ction, are to ascend again from Imperfection, to some measure of Perfection; Natural Mother-Wit casting her eyes back, Per varios casus, per tot discrimina rerum, challengeth the precedency of Art by way of Prosepopeia, by her ingenious observation of Number, Weight, and Measure, under which she hath noted, that all substantial things under the Cope of Heaven are subject. Who will deny (faith the intellectual part of Wit) that even as forma Gen.10. v. 37. dat effe rei, fol caused Dame Nature to perform her Function, by producing spotted Lambs: then I overcame the eye-fight in generation, so when the teeth of Infants come forth orderly, & conjoined by my observation, are they made an object for the tongue to play upon? Did not I teach those that could not pronounce the letter R. to lay little

Hedgmints,

moneys,

Ann. 1584.

Exchange.

little pibble stones under their tongue, to elevate the same, to make them apt thereto, as also to cause the ligaments to be broken, without which the Grammarian Grammatica, cannot ascribe to himself, Vox literata & articulata, debito modo pronunciata. By which Ability, the Chaldean, Hebrew, Greek, and Latine Letters, were afterwards by Artsinvented, upon which foundation Logick was builded, whereby I caused verum & fallfum to be diffinguished, and truth to be difference, which the Logicians have fo much ob- Logica. foured by their Syllogisms and Arguments, sounded upon Dittinations, Divisions, Subdivisions, Quillets, and Exceptions, by variety of terms; That, without my help, the truth can hardly nakedly be known, which by Art should be made plain, and not intricate; for a ripe Wit will dispel the foggy Mysteries of deceitful Fallacies, as the Sun driveth away the winds and clouds. Poets are beholding unto me, whose natural witty Faculty maketh them famous, according to the Proverb, Nascimur Poeta, simus Oratores. But now Art steppeth in, and claimeth the honour of Rhetorick, as devised Rhetorica, by Her with the help of the facundity and fluency of speech, and is called Ornatûs perfuafio, whereunto the celerity of Wit occurreth, faying, Soft, Sir, do not take me to be all Wit without Wildom, like unto Trees, full of fair Leaves, without Fruit; for lo, yonder cometh Arithmetick, which is the original and ground of all the Seven Li- Arithmetica. beral Sciences or Arts, without which none of them can subsist; Her Poesse is Par & Impar. This foundation was lay'd by me amongst the Heathens, and unlearned Creatures, of America, and other Countreys, to demonstrate Numbers by Fingers and Toes, telling two, three, four, and so to ten, then ten and one, and ten and two, and fo forth, still making figns as they speak, and when they will reckon twenty, they will hold down both their hands to their feet, shewing all their Fingers and Toes, and as the Number is greater, so will they double and augment the sign, observing the same by a little Bundle of Sticks lay'd or ty'd together, and separated asunder; observing thereby their payments and promises, according to Number, Weight, and Measure. This is that accounting by scores yet used, whereof their Arithmetick gave denomination before any of the faid Arts were invented; and this is properly to be attributed unto me, ab origine. For I have noted that, in things created and ingendred, the Elements are numbred, proportionated, and weighed, which is the cause of the diversity of things existent, of Matter, Form, and Privation, whereof even the letters (to describe them) are numbred, and the figures of the leaves of herbs and plants do declare their vertues. Upon this ground of Natural Arithmetick is Gé-Geometrica ometry builded: for the proportions of all measures drawn from unity, which is the fountain of numbers, whereby measures are described, before the Art of it was invented. Is it not my only and first observation, that Musick was practised by the sound of the Hammers of Tubal-Cayn upon the Anvil, whereby so many and sundry Musica. musical Instruments have been devised? Lastly, for Arts Liberal, Is not Astrology Astrologia, observed, by the Wit of the Egyptians, in many hundred years, whereby they have found out the course of the Heavens and Stars, with their Distances and Dimensions, explained by Arithmetick and Geometry, whence the Inch, Thumb, Finger, Palm, Hand, Cubit, Brace, Boot, Pace, and all other measures and proportions have been derived? The little Infant, not three years old, was taught by me to discern his portion, in eating pottage with the Pig, saying, Take a Spoon, Pig, when the slabbering of the Pig carried away the bigger part, for I did note, before Euclide, that the whole is bigger than his part, whic, individed into equal parts, are all alike. You that are passing by, stay and pause awhile, look upon Natural Mother-Wit,

that hath observed the beginnings, progress, continuance, and end of all things, wherein I do supply and difguise many defects and deformities both in the mind and body of man: and when there is found by me ability of Nature, then Art giveth facility; as a Maxim in Phylick I found, that contraria contrariis curantur, and that the frantick A Maxim in man is excepted out of this Rule, for he must be fed in his humorous Disease; for Phylick. he that did imagine that he was dead, and therefore forbore to ear, was made believe (by the fight of counterfeit dead men eating) that dead men did eat, whereby he fell

to his victuals, and faved his life, and, at last, was cured.

Mr. Verboven. Anno 1 585. I made the deaf Musitian of Bruges to understand all men in three several languages, only by observing the motion of the lips without hearing of any voice or sound at all.

It was I that made the blind man in Antwerp to make (in a dark place) rare wooden Trumpets of excellent found, and carved Images of his own invention, as also by the imitation of other Pictures, only by the sense of feeling: and unto me belongeth the invention of Spectacles, Prospectives, and other preservatives of fight, and remedies for all the other senses.

It was I, that (by organs of the mouth, being touched by a Stick held upon the Virginals, and resting upon the teeth) caused the deaf Musitian to teach mens chil-

dren to play upon them, whereby he got his living.

I did teach the Maiden to fowe and write with her feet, when both her hands were lame and impotent. And unto others I did shew means to cure lameness, giving strength to the sinews, only by rubbing and conducting the bloud into the veins, by a warm hand, without Art; for I did observe that in the Microcosm, or the little world of mans Body, there are divers natural Cures and Remedies, namely:

The natural cures of the body.

The Spittle dissolved into water, and poured into the Ear, cures Deafness, takes away itching, or ebullition of the Bloud, and cleanseth inveterated wounds and scratchings.

The Sweat of the Feet, by smelling, cureth the Palsie.

The Ear-wax anointed in the Nostrils, comforteth the smelling.

The Urine laid on with brown Paper, assuageth the pain of the Gout.

The Excrement laid on, qualifieth the immoderate heat of the Body.

The paring of the Nails, taketh away the drowfiness of the Brain.

The Flegm dissolved, openeth the Conduit-pipes.

The coldness of the Hands applied to the Head, taketh away the Dolour of the

Brain, and many other Observations may be used in lieu of other Remedies.

Natural witty judgments.

The judgment which Solomon gave between the two Women which were striving for the Child, upon the dividing and partition of it, Did it not proceed of Motherly Wit by Natural Reason? Alphonsus, King of Naples, (upon a denial that a Father made, who would not acknowledge his Son, because of some private quarrel) was advised by me to command the Son to be fold for a Slave, and then Nature could not fail to shew her operation: which, in like manner, caused Claudius the Emperour to command a malicious Mother to marry her Son (denied by her) who, rather than to do the same, did acknowledge and confess him to be her Son. Natural wit made the Bees to discern the natural flowers from the artificial flower, although the same was made of wax, and did retain the smell and sweetness of honey. And I have observed the natural and violent passion of the love of Parents to their children, infomuch that not many years fince, a Father thinking to have beaten his Son, received a mortal wound at his Sons hands, being thrust in with a Sword through the Belly, did not cease to cry until Death, that his Son should slie, thereby to escape the punishment of justice. Infinite are my Experiments in Nature, before Art was; but tell me Art, Canst thou make any thing but of things already made, putting a distinct determination between things for the better understanding? Whereunto Art replying, said, and plainly confessed, That she could do no more without Mother-Wit, than an Artizan or Craftsman can do without Materials and Tools in matters of his Profession and Occupation. And hereupon did Mother-Wit conclude, not only to have the precedency of Art, but also to be able to controll Art, without either Logick or Rhetorick.

Natural Logick. The country Coridon having a Scholar to his Son, demanded of him what rare things, and exceeding his ordinary knowledge, he had learned (whil'ft they were at Dinner) the Son feeing two rofted Chickens in a Difh, told his Father that he could make him believe that these two Chickens were three; which was admirable both to his Father and all his Guests. The Son being thereby inflamed, said, Look, Sir, here is one, pointing at the Chicken, and here is two, pointing at the other Chicken, and no man can deny but that one and two are three. But Coridon's wit did prove active, for he gave his Wife one Chicken, and took the other Chicken to himself, and willed his Son to take the third for his learning, if he could find it, whereby Art was controlled.

CHAP

CHAP. XX.

Of the Ancient Government of the Staple.

HE precedent short commendation of Mother-Wit, ministrethan occasion to enter into a retrograde consideration, how the course of Trade was managed heretofore; remembring in this particular the proverbial Speech, Nil novi sub Calo, the rather, for that so many good Acts of Parliament have been made long fince concerning the fame, when the Staple of our Commodities did flourish, both here and beyond the The maintenance, when the Staple of our Commodities did flourish, both here and beyond the The maintenance, in the time of King Edward III. And having, of late, published ten causes of frade, Ann.

the decay of Trade, it may be thought convenient to examine the same upon the 1622,

faid Points.

The under-valuation of our moneys by Bills of Exchange, and the over-valuation consequently of Foreign Coin unto us, which is the efficient cause of the want of money in England.

Usury politique practifed by many, and abandoning Trade. The litigious Suits in Law, to the hinderance of Trade.

The neglecting of the fishing Trade, preoccupied by other Nations. The endraping of Wooll in other Countreys, of late much increased.

The Policies of Merchants of several Societies.

The false making of Cloth, and other Manusactures.

The exportation of the materials of Woolls, Woollfels, &c. The Wars of Christendom, Pyrats, and Bankrupts.

10. The immoderate use of Foreign Commodities within the Realm.

But before we come to this examination, let us observe the beginning of the Sta- The begin-

ple, and their Priviledges, in the government thereof. The most ancient foundation of Merchants and merchandizing within this King-

dom, both for Trade and Government, had by continuance of time before King Henry III. did obtain the name of Staple; the Commodities of the Realm, as Woolls, Leather, Woollfels, Lead, Tin, Butter, Cheefe, Cloaths, and other Commodities, were called Staple Merchandize. The Ports from whence the faid Commodities were to be transported, were called Staple Ports, as London, Westminster, Hull, Boston, Bristol, Southampton, Newcastle, and other places. The places of residence of these Merchants, both within this Land and beyond the Seas, were called the Staples. The Laws and Ordinances made by the faid Merchants were called Staple Laws. Under their Government (confilling of a Mayor, two Constables, and other Officers) hath the Trade of this Kingdom, time out of mind, flourished, to the great enriching of the Kings and Kingdoms: and it hath been supported and assisted by the wisdom of the State in all Ages, as may appear by the several Acts of Parliament made for that purpose in the times of Henry III, Edward III, Richard II, Henry IV, Henry V, Henry VI, and King Henry VII. So that comprehending the Merchants Adventurers Society with them, which began in the said time of King Henry VII, it is above 400 years standing, that the Society hath been, as we have noted. For by the providence of all those Princes, the Staple Trade was, from time to time, established, and especially by King Edward III. in whose Reign a great number of memorable Laws were made for the purpose, appointing the said Officers and their Fees, to prevent Extortion; and all the King's Subjects that would bring their Goods to the Sta- The ancient ple and Trade, according to the Laws and Ordinances thereor, were admitted to be Merchants. Such was the free Trade of this Kingdom in those days, wherein the Subjects of all forts upon all occasions might freely participate under Government.

At these Staples were the King's Customs duly collected, and by the Officers of the Staple, at two several times, paid into the King's Exchequer; and by their Govern-

ment were many Inconveniences prevented, whereby the former causes of the decay

of Trade were either moderated or reformed, namely:

1. The monies of the Realm were required to be answered in true Exchange, according to their intrinsick value, and their Dollar, or other Foreign Coin, was by the Mayor and Constables valued accordingly; for there was no merchandizing Exchange used neither were Bankers known: and when there wanted money in the Kingdom or was like to want, order was taken by them to import Bullion, either the + or the + part of the value of Commodities exported. The Debts between Merchants were transferred, or fet over by Bills, to be registred before the Mayor or Constable, which was current, without the frict proceedings of our Common Law. And the like may be done now by a Register authorized by His Majesties Letters Patents.

2. In those days Usury was accounted to be an abominable thing, for it was not used by any course politick; but seeing it is now so general in all Countreys, the best remedy to abate the same in price, is to procure plenty of money within the Realm, by the means before mentioned, which will be more effectual of course, than any

-Law that will be devised for the moderation thereof.

3. To avoid the litigious Suits in Law, the faid Mayor and Constables of the Staple, had Authority to determine them with all expedition; and if it were upon a difference between a Stapler and a Merchant stranger, there were two Merchant strangers, admitted and joined with the Mayor or Constables to determine the same, and that with a present execution without delay, especially upon a Statute Staple

acknowledged before the Mayor or Constable, as aforesaid.

4. The fishing Trade was not preoccupied by Foreign Nations, as it hath been within these 100 years, as hath been noted; albeit such Ships as were permitted to fish in the King's Seas and Dominions, paid Six pence for every Tun burthen, which is now Eighteen-pence; and this Trade might be established withus, notwithstanding that the feveral Societies of the Merchants Adventurers, Russia, and Eastland Merchants are of opinion, that England cannot maintain the fame and the Cloth Trade together, as they have certified.

5. The indraping of Wooll, or making of Cloth, being, of late, much increased beyond the Seas, and less Cloth made with us, may give the better means to esta-

blish the fishing Trade, as aforesaid.

6. The policies of the Merchants of several Countries is to be met withall, as the Staplers did in times past, looking to the Sales both of Woolls, and all other Staple Commodities, and the prices of 1 oreign Commodities, to prevent the over-ballan-

cing in price of the faid Foreign Wares with our Native Commodities.

7. To prevent the false making of Cloth, let us observe that at these Staples Merchants Goods were always diligently and carefully viewed and fubscribed, by the correctors and other officers of the Staple, to the end that all Goods exported, might be answerable in goodness to their expectation, upon the view required, whereby the Staple Trade continued without any interruption, for they were the fole Merchants of the Realm, without Competitors, until the time of King Henry IV, at which time certain Mariners and Mercers in London, using to barter English Cloths in Holland, Zealand, Brabant, and other places, had, by the faid King Henry IV, a Governor set over them, only to be a Judge, to hear and decide their Controversies, and to punish their Misdemeanors, with licence, that they might congregate themfelves for that purpose, as by the Grant appeareth. This licence they, in short time, perverted, to the great diffurbance of the ancient course of the Staple, whereby the Trade of the Realm greatly declined, and the King's Customs greatly decreased, so that from 160000 pounds yearly paid out of the Staple, the Customs came short of The Fraterni- 120 000 pounds. These new Merchants terming themselves, The Fraternity of St. ty of S. Tho. Thomas of Becket, were, by Act of Parliament, and by direction under the Great mas of Becket. Seal of England in the time of King Henry VI, prohibited from doing any Act that

might prejudice the Staple, and so it continued until the 22d year of King Henry VII. And then there was another great complaint in Parliament against the faid Fraterni-

ty, for decaying of Trade, and a very strict Law made against them, with especial order, That they should admit any of the King's Liege People into their Society, paying to them ten Marks, which, under pretence of some priviledges, hath been interrupted, and especially by His Majesties Proclamation, in the 15th year of His Highnesse's happy Reign, by reason of the Controversie for the dressing and dying of Cloth: neverthelels in all their Grants exception is made, That the Staplers should not be prejudiced, which in the wisdom of a Parliament will be found most necesfary to be united again, to make a free Trade under Government.

8. The Exportation of the materials for Cloth, as Woolls, Fullers-earth, Woollfels, and Wood-ashes, is prohibited, lately, by His Majesties Proclamation, with good orders for the execution thereof, according as heretofore was done by the Correctors

of the Staple for other Commodities.

g. Touching the Wars of Christendom, let us observe that King Edward III. had also great Wars in his times with France and in Ireland, and, nevertheless, he did receive a very great affiftance by Subfidies of 50 ß upon every Sack of Wooll exported for and during the time of fix years, which amounted to 1500,000 ft, when one ounce of filver was valued but at 20 pence, which would now amount to four millions and an

10. And Iastly, The immoderate use of Foreign Commodities, was by the Mayor and Constables of the Staple had in consideration; for they had always an especial care to the inriching of the Kingdom, because the provident care of the King did put them in mind thereof: infomuch, that when the faid King became forgetful therein, by reason of the Wars, and that the Kingdom wanted Chaffer, Wares, and necessary provisions, the Parliament did absolutely deny to give him any Subsidy, as appeareth by Grafton's Chronicle in the 51 year of his Reign: So that by the premisses things have been in some measure considered of, when least disorder in Trade appeared.

A Conclusion to the judicious Reader.

HE trivial Vice of Envy is faid to be the Mother of Wickedness, and accounted to fit in an imaginary Theatre: Her Palace is a dim and hollow Vault, wherein she waxeth pale and wan, as having the Consumption of the Liver, looking asquint, as born under Saturn, never resting, as though she were an Arm of Ixion's Wheel, ingendered and hatched by the ugly Megera of Hell, that feeds and crams her gorge with Dragons, and fomes out again deadly poyfon. This Vice hath sent forth triple-headed Cerberus, under the shadow of Zoilus, Momus, and Ma-Three envious stix, to perform her intended Tragedy: But Zoilus (remembring that his railing Commentaries presented by him to Ptolomy King of Egypt, and his presumption to be better learned than Homer, did work his overthrow) goeth by with filence, and shaking his head, seemeth to be discontented, and, under-hand, he doth instigate Momus and Mastix to follow their envious humors; whereupon Momus (with his carping eyes dimmed with passion) having cursorily read over this Book, taketh upon him to be a great Politician or Statist, and findeth fault that many things therein contained (which he termeth Mysteries) should be published and made known, especially such as may concern Princes in their Revenues, or secrets of their Mints. Unto him therefore I frame this Answer, confessing and avoiding, That true it is, that the ancient Monarchies, Empires, and Common-weals, held the knowledge of their Revenues in fuch reverence and fecret, that none but the Officers which had the managing thereof, were made privy of them, as being facred things, not fitting that the people should take notice thereof; which was truly observed in the Roman Empire, and Common-weals of the Grecians. But as times produce variety, and the manners of men do change, breeding corruption of Laws and Customs; so was it found, that by this fecrefie Officers were both emboldened and enabled to deceive their

their Princes thereby, and the People would pretend ignorance to give unto them their Dues: whereupon the Senators of Rome, by mature deliberation, did ordain, That from that time forward, the Revenues of their I reasury, and the dependences thereupon, should be published and made known, not only unto the People, but unto Strangers also; which the Emperor Justinian caused to be observed, and other Emperors succeeding him, as appeareth by the Code, and other Books, which the French Kings have imitated ever since, willing and commanding, that these things should be known of every one, yea, even of the mere Strangers of other Countreys. So that this Objection is of small moment, especially this Book, being moderate in the handling thereof.

Now Mastix riding a false Gallop on a Hackney Horse (being full freighted of Conceits) cometh to Town, and maketh two Exceptions to the Method and Contents of the Book. First, He will not allow the terms of Art, by dividing of the same, according to the three Essential Parts of Trasfick. Next, He will not have

Merchants Secrets laid open, or their Trades divulged.

To the first, concerning the Being, Essence, or Existence of Things, he will make no difference between Natural Things, and I hings Artificial, and so there is but two Essential Parts of Materia & Forma, albeit that some Philosophers have established three beginnings of Natural Things, Matter, Form, and Deprivation; the Matter hath no other Office or Function, but the changing from one Form into another, Deprivation giving an inclination thereunto; for Deprivation is an imperfection so conjoined unto the Matter, that without her, if she were separated, nothing would be ingendred; and therefore in Heaven there is no deprivation, and consequently no generation nor corruption. The Form therefore giveth perfection to the Thing, and Being also, and without her the Matter is more imperfect, than the Eye is without the faculty of seeing, or the Ears without hearing. But in Artificials the Being hath her Parts, as Traffick hath three, namely, Commodities, Money, and Exchange: so other things may consist of more Beings or Simples, wherein the

terms of Art are not excluded, neither can they avoid Mastix's envy.

To the second, The whole Contents of this Book manifesteth to all judicious Merchants, how necessary the knowledge is of the matter therein contained, to maintain Equity and Justice by the Law of Nations, and that there is no particular Secret of any Merchants Trade revealed, to the prejudice of any Man or Nation: infomuch that they are much pleafed with it, as being defirous to advance the good, and to banish the evil; observing that Virtue maketh a Stranger grownatural in a strange Countrey, and the Vicious becometh a mere Stranger in his own Native Soil. Let Vertue therefore enjoy her freedom, and possess her priviledges by the right of Law, and all the People shall flourish with Equity; Justice shall maintain Peace, Peace shall procure Security, Security shall nourish Wealth, and Wealth Felicity. No man is to be difmay'd at his small Talent, or to grudge at another's greater prosperity; for, without doubt, Nature liath, by her fecret motion, denied none fome perfect quality to supply that want which in himself breeds discontent or mislike: for even as the Fish (having no ears) hath a most clear fight; so though want of dignity be a diffgrace to some, though want of coin discontent divers, and though lack of wealth impair the credit of many; yet Nature hath supplied that outward ornament with such an internal reward, as a loyal and loving heart (notwithstanding many hard measures) will, with constancy, spend all his time for the good of the Commonwealth, being thereunto employed.

This Work thus at length happily concluded, and commended to the kind acceptance of all gentle and well-disposed minds, is not compiled to please the vain appetite of some men, according to their nice opinion, but is referred to the judicial and

affable judgments of this Age.

Soli Deo Gloria.

COLLECTION

ALL

SEA-LAWS.

Gathered for the USE and BENEFIT of all

SEA-FARING MEN

The Proem containing the Origin of the Sea-Law: With the occasion of this Treatise.

Oncerning the Argument of Sea-Faring Government, fo far as by any Monuments can be observed; Our beginning must be at the Inhabitants of the Island called Rhode, Situate within the Mediterranean Sea, in the part thereof called the Carpath Sea, upon the Coast of Asia minor, over against Caria. The indwellers whereof, amongst all other People we can read of, were most famous for Shipping and Sayling; and that not only to the great increase of their Power and wealth every way, as by which they did Command, and daunt all other People about their Coasts and Seas; in such manner, that neither Pirate, nor any fort of Enemy, or Disturber of their Peace and Traffick, durst then appear (a): But also by the Communicating of their (a) Gellius lib. Trade, and Discipline on Sea, they did make Neighbour Princes, and Cities, wil- 7. cap.3. lingly Tributaries unto them. (b) And further, as Strabo writeth (c) to the crown- (b) Strab. ing of their Renown, they surpassed all other Nations in Knowledge of Equity Geogr. lib. 12. in marin business; which they manifested by making of Sea-Laws.

For, the very Emperors of Rome, Tiberius Casar, Hadrian, Vespasian, Trajan,

successively, did refer all Sea Faring Debates, and Controversies, to the Judgment. of the Law; (d) and so likewise exemplarily, did their Successor Antoninus, by (d) Vide II. his rescript yet extant: (e) Wherein, answering to one Eudzemon his Plant, I Rhodin: in am (faith he) the Lord of the World, but the Law is the Master of the Sea; frin.

let that thy Plaint and Controversie, Eudamon, be decided by the Law of the Rho-catio ad L.

Rhod. & C.

So far did the Romans (who always excelled all other Nations, in devising of district. 2. human Laws) yield and give place to the Rhodians, in the Sea-Laws.

c) Ibid.

And

(g) Sueto.c. 218.

And by their example, finding Sea-Faring and Traffick on Sea, redound to a (f) L1. sea. great Common-wealth, as plainly pronounced (f) Ulpian, one of the Fathers of their Laws; the Roman Emperors, and namely Claudius, (g) brought in new forms of Actions, and devised a kind of new and sure Commodities, and gain for Traffiquers; by taking upon them the hazard of Ship and Goods: To which end also is erected by English Laws, the Office of Assurance. It is true, that the first making of Sea-Laws, is otherwise by some attributed

(h) De situ orbis.
(i) Lib. 7.
natur. histor. vide Ezechiam.c.27.

to others, as by Dionysius to the Phanicians, because of Merchant-Trade. (b) And Plinius, for that same cause ascribes the Art of Sayling to the Carthaginians, (i) and confequently, would feem to attribute to these two Nations, also for their neceflity, the skill of Sayling. To be brief, by the space of a thousand years, the Sea, at least the Mediterranean, was only ruled by the Rhodian I aw, but helped with fome few additions by the Romans, and that by way of interpretation: The ra-(k) Docimus ther, to occur to the Deceits and Sophistry of Calumniators, and wilful Vexers of their Neighbors, as also for other needful doubts. (k)

în lib. suo legali.

At last, when all forts of Laws by the eversion and renting of the Roman Empire, were as it were for a long time buried: Necessity forced the Rulers of Rome, Anno Dom. 1075. to make new Sea-Laws and Statutes: And so successively, every chief Sea-Faring Town upon the Mediterranean Coast, to add other ordinances; as they of Marfeilles did, Anno Dom. 1162. and they of Genua, Anno Dom. 1186. And they of Peloponnessus, called Morea, Anno Dom. 1200. and the Common-wealth of Venice, Anno Dom. 1215. And the Emperors of Constantinople, Paleolog. Anno Dom. 1262 and Constantine, 1270 and Fames King of Aragon that same year; and Peter King of Aragon, Anno Dom. 1340. and they of Barcelona, Anno Dom. 1434. which Laws. being all Collected and Amassed, serve the Mediterraneans unto this day.

But on the great Ocean, which is our Sea, the first Laws we know to be made. were devised by them of the Island of Oleron, situate on the Sea-Coast of France, beside S. Martin against the mouth of Charante and the Marras, neer to the entry of Garumna: Which are therefore called Larool d' Oleron; as by which the controversies on the Sea Coast of France toward the Ocean, were ordinarily decided, in the Town of the said Isle, called thereupon, La vile de droiet, or Oleron. As where the skilled Skippers in that Law did dwell, and had cognition of all fuch occurrent

debates and questions.

Now these Laws of Oleron, were afterwards translated into Dutch, by them of Wisby, for the Sea use of the Dutch Coast.

And of late, our Kings of Scotland made divers Acts in Parliament, concerning

As also the Kings of England have done before: (m) For Edward the Third, by a folemn Inquifition of 18 most famous Persons for skill in Sea-Faring, assembled at Quinborough from divers parts, Anno 1375. fet down certain Articles concerning the Admiralty and Sea-Faring, in old French: As may be seen in an old Parchment authentick Book yet extant; which Articles one Thomas Roughton, of that same Town, turned afterward in Latin, and intituled De officio Admiralitatis Anglia.

Likewise Frederick the Second of Denmark, in his general Convention, at Coppenbaven, Anno 1561. fets down a compend of Statutes, for ruling his Sea-Faring Subjects; but for the most part all one with La roole do Oleron.

Also the French King, Henry the Third, added his new Constitutions to those of Francois, and others his Predecessors, which are chiefly for the authorizing of his Admiralty, Jurisdiction, Honor and Profits thereof; preferring the Admiral and his Of-

ficers to all other Judges and Justices, except these called Royals.

Notwithstanding all these many, divers, and late Statutes and Ordinances, made and fet forth these 1600 years, by the Nations, People, and Princes above-written, in the decision of Causes, and judging of Sea-Faring controversies; that fragment of the Rhodian Law, extant and Latinized by Simon Shardius, intituled by him, Leges navales Rhodiorum & selectæ Leges Rhodiorum, with the Interpretations and

Parlia. Scot. Statut. Ang.

Commentations, devised thereupon by the old Roman Jurisconsults, inserted in the Pandelts; together with the Constitutions made by the Roman Emperors, contained in the Cod. and Novels at large: As it were by common consent of Nations, obtains the Prerogative throughout all Europe, as in Great Britain, Germany, France, Italy, and Spain. Such is the force and authority of the Civil Roman Law amongst all Nations Christian.

In which Countries, albeit there hath been, and yet remains a great number of Professors and Doctors of the Roman Civil Law, who have written largely thereupon; yet few or none have taken in hand to write pertinently or expresly upon the Laws, concerning Sea-Faring; the Traffick on Sea, and by Sea, with the duties

requisite of every Sea-Faring Person, of all sorts and degrees. I : 1.14

It is true that Julius Ferrettus in his observant devoir to the Emperor Charles the Fifth, prepared a Discourse for the addressing of Navies, with convenient and expert Governors, and all fort of necessaries for hostility on the Sea, intituled De jure & remautica, but far off from our present Argument, as may be seen by the same of late published, Anno 1579. and dedicated to Philip, Charles his Son, by Exuperantius

Ferrettus, son also to the said Julius. 7.

rite to, as rit Petrus Pekkius, also a Fleming Zealander, had learnedly Commented upon the Titles of the Civil Law, touching the Sea-Laws; but more busied about the exposition of words, than of the matter. Likewise Benvenutus Stracca, in his large Book De Mercatura, interlaceth a learned Title, De nautis, navibus & navigationibus, but cometh not close to this our argument; for he holds straightly within the compass of the Civil Law; protesting also his pretermissions and remissions of many chief matters to certain Doctors, who also write but obiter of the Sea matters, and none speak of the Sea-Customs, which is our principal argument: To the end of which Book is annexed an half sheet of Paper, bearing confilia Roderici Suarii de usu maris & Navibus vehendis; a turn of small contentment.

Tis true that Simon Shardius, Anno 1561. promised this same Compendand Collest of Sea-Laws forth of all Laws (which presently by Gods grace I intend) but,

by death prevented, could not perform it.

To conclude then, since no man, as I can understand, hath set his pen to this my argument and purpose, for the due information of every fort of Sea-Faring persons in every order, whether Commanders, Judges, Skippers, Mariners, Merchants, Paffengers, Fishers, Ferriers, Watermen, &c. concerning their several Duties, Priviledges and Powers, and all manner of things pertaining or incident to Sea, and Sea-Farers: I thought good, after the infight and deep confideration of all the Laws and Ordinances aforesaid, to mend a weak piece of labour, which I intended many years since, intituled The Sea-Law of Scotland; and to frame the fame in a very harmonical Collection of all Sea-Laws. And upon the conscience of my profession of the Civil Law, having no employment, or part in any Admiralty, to publish the same for the use of the Admiralties, and benefit of all benevolent Sea-Farers; and that presently, because of the present use thereof so requiring the same, as I now clearly perceive: That is to fay, Because that whereas the most Civil, Wise, and Politick Nations have ever most carefully distinguished the jurisdiction of the Sea, from the jurisdiction of the Land in all respects: Yet nevertheless some men please always, upon what intent I wot not, to confound the fame. And the multitude of these who do acknowledge the aforefaid distinction, as especially the Mariners, through ignorance contemn all other Law but the Rule of Oleron.

In these respects (I say) I have with great pain and travel concluded the publication of this Work; which if it please (as I pray) God to bless with the own

effect, I have reward enough.

CHAP. I.

The Order of this Treatise.

S the affairs of the Sea concern only Sea-Faring and medlers therewith: Even so all Doubts, Differences, and Controversies, rising upon the fame, and their Cases must also concern the same persons, which are either chiefly Owners, Out-traders, or Hirers, Masters, Pilots, Mariners, Clerks, Merchants, Passengers. Of whom the Owner is he, to whom the Ship, or any part pertains in property. The Out-trader or Hirer, he to whom as Hirer or Partner for a Voyage or more, or a longer time, during the (a) L.1. dex- Hiring and Lease of the Ship, the Profits and Commodities thereof redounds. (a)

And the Master is he, to whom the whole care and charge of the Ship is commit-(b) L. i. ad l. ted. (b) The rest are all known. Now their persons whiles happen all to fall forth in one man; as one to be Master, Owner, and Out-trader; and again to be all divers and diffinct: And therefore the actions to bear out accordingly. Likewise the cognition of their debates pertains not to every Judge indifferently, but only to the Admiral of the Sea: Which thing this Abridgment shall orderly and summarily declare; beginning at the Judge ordinary to Sea-fare causes, the members of the Court, and manner of proceeding there: Next, the persons ordinary in Ships, with the fraughting thereof, as belonging to the chief uses of Shipping: Thirdly, the Power, Duty, and Priviledge of every one of the foresaid in Ships: Fourthly, the manifold causes of losses and damage in Sea-Faring, with the redress thereof: Fifthly, the priviledged Ships, Shipwrack, Ships and things taken and found on the Sea, or within the floud-mark thereof: And lastly, of Fishing, Fishers, Ferriers and Watermen, and Ship-wrights.

CHAP. II.

Of the Judge ordinary, in Sea-Faring causes, with bis Jurisdiction, and Priviledges.

S for the Judge of the Sea, we have first to consider, how at the begining of the Roman Empire, there was a special difference betwixt the persons to whom the charge of Shipping was given, and them to whom the commandment of Fleets and Navies was committed; and betwixt the persons who exercised the Jurisdiction in Sea-Faring debates, as followeth.

For amongst the Romans in the beginning, First, the Builders, Forthreakers, or Furnishers, and Preparers of Ships and Navies with all Necessaries (by a special Ordia) Livius lib. nance called Lex Decia) were styled Duumviri navales; (a) as the Governors of these (b) L. Seius Fleets were called Archigubernii, (b) and the Justiciaries of Sea-Faring debates, Saturninus ad Magisteriani: Even so amongst the Grecians, the Commanders of their Fleets were flyled seating. And after the Empire seated at Constantinople, Magnus dux classis, (c) Vide froz- and Drungarius magnus, (c) as the chief carrier of the Pinsel or Flag. His style menta ascripia afterwards was Admiratus, from Amiras, a word of the Sarazens, fignifying an Over-

feer, or a Captain on Sea or on Land; for Mirar is to fee, as the Spaniard ufeth it. From this word Amiras, cometh the word Amirante to the Italians, for the Leader of their Fleets; as well as L' Amiraglio : Albeit they term their Sea-Faring Judges; Li consoli del mare, and such like from the same word Admiral, which most part of the Nations of Europe wie in the fame meaning; as First, and chiefly France, where Childebert the First, 1000 years since, instituted an Admiral as Captain and Commander of his Army upon Sea, like as he did then ordain a Marshal, for the Government of his Gened' armerie on Land. Only the Spaniard called this Leader and Commander of his Fleets and Navies, Adelantado: As who should go before the reft. . Broy bis fearmant sur of

Briefly, the word Admiral, however this day it be used or abused for to fignishe the chief Ship, which was Navis Pratoria to the Romans, as the chief Commander of the Fleet; yet that word, Great Admiral, noteth properly the man whom the Ro-. mans called Præfectum maris, and the Grecians, Thataffiarcham: To wit, the Governor of the Sea. And thus far concerning names and styles for the Commanders and Gu-

bernators of Ships, Fleets, and Seas.

But concerning the Jurisdiction of the Sea, and the exercises of Justice amongst Sea-Faring men; at first amongst the Romans, it was allowed to every President on the Coasts, and afterward other Judges were specially constitute at the Sea-sides, called Magisteriani: (d) But their Judges were all countable to their higher Judge, styled (d) Vide Al-Præfectus prætorio fublimissimus, from whom was no appellation or advocation. (e)

Since, in these later days, for the readier Obedience to the great Admiral of the (e) La ProSea, it is, by common consent of Nations, successively agreed, that in consideraticonsultation. C. on of the Admirals their Sovereign Commandment, their special preferment, and de appell. power upon the lives of men within the Sea-floud; that therefore they should also have a Sovereign jurisdiction only proper to themselves, over all Sea-Faring men within their bounds, and in all Sea-Faring Causes and Debates, Civil and Criminal. So that no other Judge of any degree, at least in Scotland, may meddle therewith, but only by way of affiftance; and that by Commission and in difficile causes, as was found in the Action, intended by Antoin de la Tour, against one Christian Marteis, Novem. 6. Anno 1542. (f)

In which Jurisdiction, the first power necessary, is to constitute a Vice-Admiral and Captains to supply his absence on Sea; as also Deputies, for particular parts on the Coasts, with the Coroners to view the Dead Bodies found on Sea, or found on the Coasts thereof, and Commissioners or Judges general, for exercising Justice in his High Court on Land, with Clerks, Procurers, Doom-fayers, Marshals, and other Officers, for the exercising of their said jurisdiction both in Peace and War: And therefore to fit and hold Courts where they please; to execute Justice, to imprison and relax; and to command the Kings Prisons and Boroughs their Prisons, to receive and keep their Warders and Prisoners. (g)

Finally, their Authority should be distinctly acknowledged in all things pertain. ral de France.

ing to Sea-Faring.

It is true, that in Scotland before the Erection of our Admiral after the example of other Nations, the Deans of Gild were ordinarily Judges in Civil debates, betwixt Mariner and Merchant; as the Water-baily betwixt Mariner and Mariner.

like as the High Justice was Judge in their Criminals.

Which Actions, all now falling forth betwixt the persons aforesaid, of due appertain to the Jurisdiction of the Admiral; and therefore his Judge Depute or Commissar. called Judge Admiral, and none other should sit, cognosce, determine and minister Justice in the foresaid causes: As likewise upon all Complaints, Contracts, Offences, Pleas, Exchanges: Affecurations, Debts, Counts, Charter-parties, Covenants, and all other Writings concerning lading and unlading of Ships; Fraughts, Hires, Money lent upon Casualties and Hazard at Sea, and all other businesses whatsoever amongst Sea-Farers, done on Sea, this fide Sea, or beyond Sea; not forgetting the cognition of Writs and Appeals from other Judges, and the causes and actions of Reprisals or Letters of S 1. F. Mark:

(f) Tom. I.c.

) C'Admi-

(h) Vide diplomata Admiralior. in utroq; regno. Vide late de Off.Adm.Ang.

Mark: Yea, to take stipulations, cognoscians, and infinuations, in the Books of the Admiralty: And to do all other things without which the Jurisdiction of the Admiralty cannot stand nor bear out; and therefore to arrest and put in Execution, to inquire within and without liberties, by the Oaths of 12 men upon all Offences. (b)

As First, touching the Revealers of the King and Country their Secrets over Sea.

in time of War.

Item, against Pyrats, their Assisters or Abetters, Out-traders and Receptors. Item, against Fortifiers of the Kings Enemies, and Harmers of his Friends. Item, against the Breakers of the Admirals Arrestments and Attachments.

Item, against Goods forbidden, and merchandise not Customed, and yet Shipped

and Transported.

Item, against the Resisters of the Admiral his Officers, in executing his Precepts. Item, against the Forestallers, Regraters, and Dearthers of Corn, Fish, Drink, Fire-wood, Victuals carried over Sea.

Item; against Pleaders before other Judges, than before the Judge Admiral, in Caufes pertaining to his Jurisdiction; as also against the Judges cognoscing thereupon. Item, against them which give Sea-brieves, Testimonials, or such like over Sea

without Power of Licence from the Admiral.

Item, against Transporters and Carriers of Traitors, Rebels, manifest Transgressors.

and Fugitives from Justice over Sea. .

Item, against Hirers and Fraughters of Ships of other Nations, when they may be ferved by their own Nation.

Item, against such as cast in ballasting, sand, or what else in Harbours, or Cha-

nels, that may defile or spoil the same.

Item, against Ship and Boat-wrights; extortioning the Leiges or Subjects. Item, against taking away the Boigh from the Anchor, or cutters of Cables, or other Tews.

Item, against false Weights and Measures by Sea.

Item, against Shedders of other mens Blood on Sea, or any Port or River below the first Bridge next the Sea: Or them who are lamed or hurt through faulty and ill geare in Ships.

Item, against Customers or Water-Bailiss, taking more Custom or Ancorage than

le France.

Item, against such as absent themselves from Wappinshewing or Mustering; which the Admiral may ordain twice a year in time of War, and once in two years in time of

(i) L'Admiral Peace, upon all dwellers at Ports and Harbors, or within one mile near thereunto. (i) Item, all forts of Transgressions committed by Sea-men, Ferry-men, Water-men as well in floud Rivers and Creeks from the first Bridge, as on the Seas; Fishers, Pilots, Ship-wrights, Pressed men contemning the Authority of the Admiral: And after due Cognition, to levy and apply to his own use the Penalties and Amerciaments of all Transgressors aforesaid, as due unto the Admiral; together with the Goods of Pyrats, Felons, capital Faulters, their Receivers, Assisters attainted, convict, condemned, outlawed, or horned.

Item, wayff or stray Goods, wreck of Sea, cast Goods.

Item, Deo dande, that is to say, the thing, whether Boat, or Ship, &c. that caused the

death of a man, or where out of a man did perish.

Item, shares, lawful prizes, or Goods of the enemy, siclike Lagon, that which was found lye, and at the Sea ground, and Flotion that is found fwimming upon Sea, and Jetson, which is cast forth of the Sea to the Shoar and Coast, with Ancorages, Beaconages, Meare Swine, Sturgeons and Whales, &c. and all Fish of extraordinary greatness, called Regal Fishes; which all are allowed in Great Britain, France, and other Noble Kingdoms, to the Admirals, by their Sovereign; for the better maintenance of their Estate, Jurisdiction, and Conservancy on Seas, Rivers, Fouds, Roads, Ports, Harbors, Channels, Sayling, Fishing, and all trading there, as altogether and chiefly committed to the Care, Maintenance, and Protection of the Great Admiral.

CHAP.

CHAP. III.

Of the Admiral Clerk.

HE Clerk of the Admiral Court, beside that he should be very skil-ful, faithful, and give his solemn Oath thereupon at his admission: And beside the points of his Office requisite and common to all Clerks of other Courts, he should have divers Registers, as for Congees, safe Conducts, Pasports, Sea-Briefs; as without which no Ship should pass to the Sea in time of War, nor yet to far Voyages in time Peace: (a) Which no other Judges nor Governors should give forth, but the Admiral only. (b)

Item, one other Register for the Reports of the Skippers and Captains, at their re-

turn to the Admiral also. (c)

Item, one other Register for the names of Merchants and Passengers, and Owners; for the Skipper is holden to give up the faid persons by name. (d)

(d) Secundum And because no man ought to take upon him to be a Master or Pilot without due Ast. Parl. Jac. Trial of his skill: Even so ought his Trial to be registred in the Admiral his Books. (e) Trial of his skill: Even so ought his Trial to be registred in the Admiral his Books. (e) L'Admi-But within the Water of Thames, this Trial and registration of Pilots, pertains to ral de France.

the Trinity-House. (f)
Lastly, all Money lent to hazard upon the Sea, called of old Pecunia trajestitia, for certain profit, called Fanus nauticum, for the which the Lender was wont to bear the on Thames. peril, against the manners of these avaricious days; their Lendings (Isay) and Bills of Assurance, should be done before the Admiral Clerk. (g)

Affurance, should be done before the Admiral Clerk. (g)

To conclude, no other Clerk or Writer may meddle or pen things concerning the ral de France.

(h) Kintor. Sea-Faring, without License of the Admiral. (h)

(a) L'Admi-ral de France. (b) Eodem.

(c) Eodem.

(f) Look the Charter of the Trinity-House

art. 45.

CHAP. IV.

Of the Advocates and other Officers assistants for the better and speedier proceeding in the Admiral Court.

OR the more upright proceeding, and easier dispatch of Causes and Plaints in the Admiral Court, it is found needful that all Procurers, before they be heard, fwear folemnly, First, that they should do nothing maliciously; but as foon as they find their Action to be unrighteous in any part of the Process, they shall tell it to their Client: And if the Client will insist, then to shew it to the Judge.

Secondly, that they shall not reveal their Clients Secret to the Adversary, nor yet collude with him to betray their Client. And Lastly, that they shall propone neither Dilator nor Peremptor against their Conscience. (a)

To conclude, the Oath of Fidelity is likewise to be solemnly taken of the rest of del mare. the Officers of the Court: For the due Execution of their Offices, namely, at their Admissions. (b) Admissions. (b)

CHAP. (b) Eodem.

CHAP. V.

The manner of proceeding in Sea-Faring Causes.

HE debates of Sea-Farers, and Sea-Faring actions, should be decided according to the received Laws and Statutes of the Sea: Which fayling, then the Customs and Consuetudes of these are to be followed. (a) because all Dispositions and Ordinances commonly take their interpretation from Consuetudes and Uses. (b)

And if neither Law Written, or Unwritten Custom, nor Consuetude occurrs or appears, the last refuge is to the Opinions and Sentences of Skilled and Upright men in the profession and exercise of Sea-Faring; because it is old and common, that the judgment of Skilled and well Practifed men should be followed in their own

Trade and Calling. (c)

But in the manner of proceeding it is a perpetual priviledge, Quod velo levato. (d) That is to fay, briefely and fummarily Causes should be Cognosced, and without the Solemnity of other ordinary Courts and Judgments, only looking to God and the Truth; so that the Judge should do, if it were possible, as God himself. (e)

Plaints then of Sea-Farers should be most summarily Cognosced, but especially of Shipwrack, for it were a cruelty to vex so miserable persons with the tedious ordinary proceedings of Courts, infomuch as they need not to put their Petition in

Writing. (f)

· And because that Sayling tends to a great Common-wealth, therefore left Sea-Farers should be wearied with Pleas, and so either lose their Right or their Trade, (g) sum-

(g) Secundum mary process should be common to them all.

Which fort of Process is so urged by the Doctors of Law, that they counsel Judges, who fear Appellations or Advocations, to prevent the fame by a present Executi-(h) DD. inc. on; (h) namely, in causes of spoile or wrack: So that upon every interlocutor they may proceed to Execution, making restitution presently. Providing alwayes, that caution be first found by the spoiled, to satisfie the sentence of the Judge of the

(i) L'Admiral Appellation, in case it shall happen to be made. (i)

This is also a priviledge of the Sea-Faring Judicature, that albeit by the common rules of the Law, where no Litiscontestation is past, no Witness should be received, nisi ad æternam rei memoriam, ac adversario ad id citato; yet in Shipwrack, as a case very pitiful, any of the Ship-broken men may come to the Judge of that part, where the wrack happens, and by Witness brought with him, prove the wrack and spoil; (k) (1) L. Fin. ad be justly repelled by an Exception of an innocent loss: (1) Which should be done with-

The like is to be observed also in causes of spoil; where, by the Laws of England,

(n) VideStatut, it is fufficient for the spoiler to prove his Goods by his mark, &c. (n)

Ang. In which doing no Citation is required; and that against the Common Law: (0) (0) L. de uno-quoq; de re ju-dica & L. quo also by the Persons, who were present at the preparation of their Voyage, even their ties. C. de nau-frag. lib. 11. And as this is a Priviledge extraordinary for such chances; even so or

And as this is a Priviledge extraordinary for fuch chances; even so ordinarily may Merchants and Mariners fayling together, bear Witness each one to other of their Society within Ship, if they have neither to lose nor gain thereby; and namely Mari-

(a) Per 1,1, deprecatio ad l. Rhod Baldin I. observan..in sect.antiquam de off. Proconf. (b) Innocent. in v. olim de verb. Sig. (c) Per.l. 1. de vent. inspic.
(d) L. de submersis C. de nauf. lib. 11. (e) Vide rotam genue, & DD.

(f) Bartol, Lu-cius & Johan-nes ad d. l. de submersis. 4 bæred.

ropos. 1. 1. de for. comp. 2.

le France.

(k) Siquis.10.

(m) L. quoties try. (m)

de naufrag.

(3) 5 .

1 1 3

ners,

ners, for or against the Skipper when the Voyage is ended, and when they are free from his Commandment. (q) For by the consent of the Doctors, when the Truth (q) Il consecannot be otherwise tried, then unable persons may be heard.

Item, to the end that this Trade be not hindred by Calumniators, and Wilful Vexers of their Neighbours, under colour of Law: It is provided, that not only the common caution, Judicio sisti, & Judicatum solvi, be kept on the part of the Defender; but also that the Pursuer shall find caution, De expensis solvendis, if he fail in proof. (r)

Likewife, in case the Party pursued be contumax, and will not compeire to defend Himfelf, or his Ship, or Things challenged; namely, after three or four Citations directed from the High Court of the Admiralty, called quatuor defalta (for that Citation called Unum pro omnibus, is not sufficient to convince one of contumacy) specially in the claim or vindication of a Ship, any part thereof, or any other fuch like thing or Goods; then may the Judge ordain his Marshal or Officer, by his sentence called primum decretum, to put the Plaintiff in possession thereof, at least to the worth of the Suit: Providing notwithstanding, that if the Party compeire within a year and a day after, offering the expence made to the Pursuer, and Caution to obey the Definitive, he shall yet be heard upon the propriety. Otherwise, that time being fully expired, the Judge may proceed and adjudge the Propriety of the Ship to the Plaintiff. (s)

Neither is it needful to Execute Summons or Citations in such cases, elsewhere but mi. Angin sin. where the Ship or quarrelled Goods in question lies, or at the Port usual of their

Further, as this way it is Provided for the fnibbing and staying of Calumniators in Judgment: Even so it is Ordained against Maliciousness, out of judgment of such Persons, who only to hinder and stay their Neigbours, vexe them with needless Arrestments; that upon Caution such Arrestments be speedily loosed, except it be either for fraught already deserved, or Mariners wages, or such cases wherein by Law the Ship is obliged; or else for service to the Prince (u) as also if Arrestment be used, either (u) Il consolate upon Goods, or Mariner ready to Sail, the fame may be loosed, upon Caution, to make forth-coming so much Goods as the Mariner hath within Ship-board. (x)

(r) Confent of

(s) De offic. Ad-

(x) Denmark.

CHAP. VI.

Of Persons ordinary in Ships.

Ouching Persons ordinary for Sayling in Ships, they are of divers Orders, and therefore diverily flyled: As First, he who bears charge over all the Ship and Kippage, is commonly called by us, and most part of Nations, both Now and of Old, and specially by the Roman Laws, (a) L.I. & part Navicularius, or Magister Navus: (a) that is, as we speak, Master of Sil. parag. 2. the Ship, by the Dutch, Skipper; and by the Grecians, Navarcus, or Nauclerus, (b) naut. caup. by the Italians, Patrono. But if the Ship be a Warfaring Ship, the Principal person is (b) Videl semcommonly called Captain by Us and other near Nations. The next to the Master is munita. 8 1.3. he who directs the Ship in the course of her Voyage, called by the French-men, Pi- C. de navicular. lot; by Us and the Dutch, Steirsmen; by the Romans, Gubernator; (c) by the Italians, Nochiero (d) Pilotto, and Navarchus, as Gerretus writes.

The third Person is commonly called the Masters Mate or Companion, chiesly is navaler Rhodithe Master be Steirsman himself: This man is called by the Grecians and Romans (d) Il consolato.

Proreta: (e) his charge is to command all before the Mast.

(e) Vide add II.

The fourth Person is he, who attends upon the mending of the faulty parts in the Plautum in Ship, called by Us and the Dutch, Timberman or Shipwright; by the Old Grecians rudente, and Romans, Naupegus or Naupagus: (f) but by the late Grecians, Calaphates; for (f) Vide dd.ll.

* Lib. 23. (g) Vide il consola.

which cause the Emperor Michael was called Calaphates, because his Father had been a Shipwright in Paphlagonia; as witnesseth Egnatius and Volateranus, * and therefore the Venetians and Italians name their Timberman Calafatted (g)

The next Person in order, is he who bears the charge of the Ships-boat, called by Us, Boatlman; by the Italians, Barchierie; by the Grecians and Romans, Carabita;

(h) Vide dd. For Carabus notes the Boat of the Ship. (b) Il Selec.

(i) Vade Il consol.

The fixth person requisite in any Ship of great burthen, is a Clerk; by the Italians, Scrivano, (i) whose office is to write up and make account of all things received or delivered in the Ship, together with all the ordinary and needful expences made upon Ship and Kippage: Who for his more faithful discharge, should at his entry be Sworn before the ordinary Sea-Judge; as is ordinarily practifed in Ancona, and

(h) Ferretus de other parts of Italy. (k) re & jure navali. The seventh is the Cool

The feventh is the Cook, a most necessary member as long as there will be Bellies. The eighth is the Ships-boy, who keeps her continually in harbors; called therefore (1) L.1. parag. by the Grecians, Nauphylakes; by the Romans, Dietarius; (1) and by the Italians, 2. naue, caup.

(m) Il confo
(m) All the foresaids are distinct in Offices and Names, and therefore according to the confo
(m) Il confo
(m) Il confo
(m) All the foresaids are distinct in Offices and Names, and therefore according to the confo
(m) Il confocordingly should also be dislinguished in Hires and Fees, after the custom of the Country. The rest of the Persons of the Kippage, are under the common style of Mariners, which the Romans call Nautas: but they name those of the lowest and base degree, as may be the Boys and Apprentises in Ship, Mesonautæ, (n) and Nautebatie, as who should be ready at command, to climb upon the Tews, or such common fervice in the Ship. • (0)

daum ad 1. 1. naut. caup. (0) Vide l. debet. parag.hac actio. naut. caup.

CHAP. VII.

The Fraughting of Ships.

[a] Il naval. Rhod. felect. art. 20. [b] Vide Bartol. in l.quod rerum parag. Si nav. de leg. i. argu-mento l. Labeo [c] Cap. 17.8

O Ship should be fraughted without a Charter-Party Written and Subscribed, [a] containing both the Master and Merchant, and the name of the Ship, that no doubt may arise; [b] and likewise, that the Master shall find a sufficient Steirsman, Timberman, Shipman, and Mariners convenient, Ship-tycht, Masts, Sayles, Tews, strong Anchors, and Boat fit for the Ship, with Fire, Water, and Salt, on his own expences: [6] And this Charter-Party among all the Western Merchants, and those of the great Ocean, usually is made to perform all things requisite by the Laws of Ole-

130 art. Jacob. 3 Vide de 11. Rbod.
[d] D. art. 20.

And if there be no Writing, but an Farnest, then the Merchant, if he repent or rue, loseth his Earnest: But the Skipper, if he repent, loseth the double of the Earnest or Arles. [e]

[e] Art. 19. ll.
naval. Rhod.
* Per legem
item. parag. Si
in lege loca. [f] Oleron.

If the Ship be not ready at the day appointed in the Charter-Party to go to Sea, the Merchant may not only free himfelf of her, * except he hold his peace and discharge [2] Per. I, f ex. her not (for then by his filence he appears to confent of new) but also shall or may condust. Obtain all charges, scathes and interest: [f] Except the Master shew some excuse of f iron fundaments. fi item fundus, a notorious necessity, or of a chance that could not be eschewed: And then he loseth Aio & d. i.fi in only his fraught, because he hath not deserved it. [g] But if the fault be in the Merchant, [h] he shall pay the Skipper and Ships damage, or according to the Rhedian Law, shall entertain the kippage and company ten days; and if then he stay longer [i] Art. 25. le shall pay the fraught of all accordingly: [i] And further, shall upfet all hurt and gum navalium. damage hapning by Fire, Water, or otherwise, after the time appointed. [k] Art.20.eod.

[m] D.l.sin le-ge, & l. ult. ad Rhod. & d. l. It is true, that the Rhodians charge the Merchant in this case only with half fraught, and the Skipper with the whole fraught if he fail: Albeit that the Romans inflict the pain of the whole fraught upon the Merchant: [m] Especially, if

if he take forth his Goods again; for then is the fraught thought to be defer-

But if the Ship in her Voyage become unable without the Masters fault, or that the Master or Ship be Arrested by some Magistrate in her way, the Master may either mend his Ship, or fraught another: But in case the Merchant agree not thereunto, then the Master shall at least obtain his fraught, so far as he hath de- (o) Oleron & L.

served it. (0)

For otherwise, except the Merchant consent, or necessity constrain the Skipper, to put the Goods in another Ship worse than his own, the Master is holden for all losses (r)L.3.de nauft and damage except that both the Shipe Posith the Master is holden for all losses (r)L.3.de nauft and damage, except that both the Ships Perish that Voyage, and that no fault nor fraud 1.3, de nauf. C. be found with the Master. (p) Also it is recounted for a fault, if the Master put forth Justin lib. 11. the Ship to Sea, either without a skilful Pilot, or without sufficient Furniture and Ne- (s). Vide Att. ceffaries, according to the clause ordinary of Charter-Parties, or that the other Ship, (t) L. urig; pain which the Goods were last put in, be not sufficient, or that the Master hazard forth rag fin & 1. qui to Sea in an unlikely time. (q) Yea in former times it was forbidden expresly, as by fin, de vend, f. the Emperors Gratian, Theodofius, and Valentinian, to hazard upon Sea from November Item queritor, till April. (r) As also by the Kings of Scotland, from St. Judes day till Candlemas. fell finavicular (1) And always it is accounted by the Laws for a fault, to make forth of a Port in 1. uli, denautime of a manifest storm. (t)

the of a maintel fform. (1) Laron Item, if a Skipper fet forth his Ship for a certain charge, and then takes in any $\binom{n}{d}$ Laron Item,

more, he ought to lofe his fraught juttly. (u)

And in such a case, when Goods be cast through storm, it shall not be made good by any contribution, but by the Skipper his own purie. (x) And if he over-burthen the (z) Oleron.

Ship above the Birth-mark, he shall pay a Fine. (y)

Item, if Ship Port at any other Port than the was fraughted to against the Masters Rome paras. will, as by florm, or some force; then the Goods shall be Transported to the Port verb. oblig. conditioned on the Skippers charges: But this thing also must be tried by the (a) L. unica.

Oath of the Skipper, and two of his Mariners: (z) Or else the Skipper may be in pub. lib. 11.

(b) C.17, &c.

Where also it is to be observed, that for the in-going to sundry divers Ports by 127.aslor. Jac.

Where also it is to be observed, that for the in-going to sundry divers Ports by

the way, imports not a diversity or a multiplication of Voyages.*

But if any man compel the Skipper to overburthen Ship or Boat, he may be therefore accused criminally, and pay the damage happening thereby. (a)

Item, if any Skipper set his Ship to an Unfree-man, and not of substance, and of the pecunian ther qualities prescribled by King James the 1 hird, (b) he and his Mariners shall decond indebtunder-lie the pains contained therein. Item, if any Skipper fet his Ship to an Unfree-man, and not of substance, and or

Item, if a Merchant put in more Goods in Ship than was conditioned, then may lib. 11. & 1.

the Skipper take what fraught he pleafe. (c)

It is imputed for a fault to the Master, if he direct his course by ways either (e) Per 1. quum dangerous through Pirats, Enemies, or other Evil Adventurers, and holds not forth Proponas. adl.

his due rout, (d) and damage happen thereby.

s due rout, (d) and damage happen thereby.

It is likewise counted a Fault, if the Master carry the Pensel or Flag of o mavib non exercise. Nations than his Own, and thereby incurs scath and loss of any thing. ther Nations than his Own, and thereby incurs feath and loss of any thing. (e) me de espie. For as Packets, Pipes, Hogsheads, and such like, should he marked by the pro- aud. For as Packets, Pipes, Hogineads, and fucil like, mound he marked by the pro-man.

per marks of the Merchants, to whom they appertain: (f) Even fo should Ships (g) Bar. in Lin

affiguith. in fin. be discerned one from another by their own Pensel or Flag.

Item, if Coffers, Pipes, Packets, &c. be delivered Clote and Sealed, and after-rand &int. ward shall be received Open and Loose, the Master is to be charged therefore, until unic. fure. ad-

a due trial and confideration of that matter. (g)

The Master also must be answerable for that harm, which the Rats for want of quaperages fullo. loc. a Cat do in the Ship to any Merchandise. (h)

(n) L.ult.locat.

(p) D.l.ult.

DD. in l.qui

(c) Il consolato del mare. (d) L.pen.parag.

Sinavis. loc. &

quum proponas de naut. foen.

(h) Per l.Item,

(a))

CHAP. VIII.

Of the Master of the Ship, his Power, and Duty thereunto belonging.

(a) L.T.deexercit. Act.

(b) D.1.1. (c) Oleron.

(d) Eod.

(e) Eod.

(f) Esd. (g)L.Item,Ma-gifter locat. (h) Oleron.

(i) Denmark. (k) Leges na-val. Rhod. art.

(1) Eod.art.38. (m) Art. 44.

(n) Vide l. pa-rag.quædam de exercit. (o) D.l.1.parg. quadam.

(p) C.27. actor. per. Jac. 3. & L'Admiral de

(r) Il consolat.

HE Master of the Ship is he to whom the whole Power and Charge of the Ship is committed: (a) Which Power is prescribed, partly by the Owner or Out-trader, and partly by the Common Law of the Sea: As, to fet her forth for fraught; to take Passengers; to mend and furnish the Ship. (b) And to that effect, if need be, in a strange Country to borrow Money with advice of the kippage or company, (c) upon fome of the Tackle, or to fell some of the Merchants Goods; provided, that the high-

est price that the rest of the Goods is sold for at the Market, be repayed to the Merchant: Which being done, the fraught of that Goods fo fold and repayed, shall be repayed by the Master to the Owner of the Ship, as well as the fraught of the rest of the Merchants Goods, except the Ship Perish in the Voyage; in which case only the price that the fold Goods were bought for, shall be rendred: (d) And for no other cause, no not in the chance of Shipwrack, may the Master take on or conquest Money, especially by felling of Merchants Goods. (e) And thus far concerning his Power.

As for the Masters duty, he ought first, before he loose or make sail, to seek and obtain the consent of the most part of the kippage or company; yea, if he be not very skilful, he should do no other thing of importance without their advice: Otherwise he shall undergo whatever damage happens by his doings; (f) and especially if he loose forth of any Harbor without an expert Pilot, (g) yea, or in the Harbor the Ship happen to fall over (h)

And as the Skipper his rashness and unskilfulness is thus-wife corrected: Even so

his negligence and floath is to be punished. As First, by suffering the Overlap and Cow-bridge to be unticht, (i) or the Pump to be faulty, or a fufficient decking to be lacking; (k) and especially, from Corn, Victual, and such like Goods, which should be most carefully kept, and senced from Water and spoyling. (l) Otherwife the negligent Skipper is holden to make good all feath or damage coming thereby, besides that the fraught of such spoyled Goods is lost; except that (m) the Ship or Crear was open from the beginning, and fraughted without any Overlap: (n) Which two kinds of Ships are tearmed by the Jurisconsult, Emphractae & Rephractæ. (o)

Further, this duty is required of the Master, that according to the Act made

by King James the Third of Scotland, he give up the names of all Persons Transported in his Ship, before he make sail. (p) As likewise at his return, the just Inventory of the Goods of any Persons, which shall happen to depart this Life in that Voyage; (q) to the end that not only the lieges & home, nearest to the Dead, France. that voyage; (4) to the charmet not only line Strangers fo Deceased, and their (1) L'Admiral may Succeed to their Right: But also concerning Strangers so Deceased, and their common for three years Goods, that the same may be put in sure keeping, forth-coming for three years space; but by the custom of England, one year, until the nearest of the Dead Mans Kin come and claim the fame. (r) Or which Goods in the mean time, the Bedding with the Pertinents thereof, may be of due taken by Master and his Mate,

to their uses; as also such Cloathing, and other things then presently upon that Persons Body, may be delivered to the Boatsman and Servants of the Ship, as who ought therefore to Bury, or Cure at least, the over-putting of the Dead in

(s) Eod. the Sea. (s)

T A 13 3

CHAP. IX.

Of the Masters Duty to the Merchant and Passenger; and of bis Priviledges.

> HE Master ought to render again whatever he receives within his Ship to him who delivered the same, as well Victual, as Cloathing and Merchandife, Goods, or other things: (a) where we take Goods to be de- (a) T. T. naut: livered, if either it be put in the Ship, or in the presence of the Ma- caup. ster or Clerk, as his Deputy, laid to the Ships side, (b) and both (b) L. I. in fin.

ways, the peril to appertain to the Master. (c)

Which thing also is extended to Boatsmen, and to the Ferriers: (d) and yet it is (d) D.L. 1. furest to deliver Goods before witness, and that either to the Master, Clerk, or Skip-par. 3. per his Deputies thereto, (e) for the Master is not holden for such things as are put in (e) Art. 12. Il. Ship without his, and his companies knowledge (f) because where Men are found navalium. ignorant, they are also esteemed not to consent. But if the Merchant or Passenger (f) L. 1 depokeep his Goods by himfelf, as Money or such thing in his Coffers, and then alledge the lack thereof, then is the Skipper and his Kippage only to purge themselves by their Oath, (f) But if afterward not with standing they be found guilty, the Denyer (f) Eod, are. shall pay the double, and also be punished for Perjury. (g) Even to, the Mafter is liable for all damage sustained through evil Hooks, Cor- (g) Art. 14.ead.

dels, Blocks or Lines; namely, if the Mariner foreshew the said things to be faulty: (h) Oleron.

And always the Mariners shall help the Skipper in common to pay the said dam- (i) Eod. C. 17:

C. 130. att.

mage. (b)

Item, if any Scath or damage happen to the Merchant or Passengers, Goods, (k) Oleron, through unreasonable stowing or breaking up, the Master shall not only resound or (l) D.L.i. in fin. make good the same, but also lose his Fraught, and twenty pound in Scotland to the de peric rei. King, (i) or his Admiral as his Successor now; and for lack of proof in this case, vend. 31.5.5

the Skipper and his Kippage shall be put to their Oath. (k)

Further, whatever shall happen through sault, negligence, or chance eschewable, 1.7. Ead.

or by the deed of Passengers and others than himself or his Kippage, the Skipper is (n) L. 1.7. holden to answer and pay for all, to the utermost penny: (1) For if such damage of lamic, sure, happen by a Mariner, the Skipper shall resound the double, (m) but he may repet ad nauc. carp. happen by a Mariner, the Skipper man resound the double, $\binom{m}{l}$ but it is not so if the damage be done by a Mariner to $\binom{(p)}{caup}$. $\binom{(p)}{caup}$ by $\binom{(p)}{caup}$. another, except he be a Merchant alio, or by a Merchant or Passenger to one another, itaque de ed. then shall not the double be sought of the Master. (o) Neither yet is the Master hole destination of thing without the Ship, or yet within the same, if he duly sowarn each salon in l. non Man to keep his own Goods, and they agree thereunto. (p)

Such is the force of due protestation, according to the opinions of the most famous morter. de non Doctors; (q) which conditions aforefaid, are most justly laid upon the Master, be(i) Inflied ob.
cause he ought to hire good Men, and no evil persons in his company: (r) For it is queex delict. in his own free will to choose his campany, and he should not be ignorant of the paraz sin.

Men he hath to do with; (s) otherwise, if the Master were not so obliged to all adde reg. jur. such duties and diligence for the Merchant and Passenger, there should be great oc
(t) L. 1. in fin.

casion of stealth and spoil. (t)

(v) Secund. fin.

(v) Secund. fin.

Lastly, if through the Masters fault, confiscation, or other damage happens, as l.ul., ad l.Red. for non-payment of the Custom, or false Bills of the Goods Customable, or for transporting of unlawful Goods, the Master shall resound the same with the Interest. (u) nauts fanor:

caup.per.limels nd 1. 11q.
()) Per l. 11aq; de fintis.

(z) La rol 4 Wierin

(h) Per I. jin.

D'ho - n - male to

But concerning the pursuits of these aforesaids, as the Merchant may well pur-(x) Accurring fue for the spoiled Goods only: (x) Even so may the Master pursue the stollen Goods; as he who must only, at least chiefly, answer therefore. (y) And yet for all this, in case for want of these things, which the Merchant at the fraughting promised to be done at the entry to the Voyage, any of the foresaid losses happen, and therewith the Master and sour Mariners swear no Fault to have been in them, the Master shall go free. (2)

And Net must we not over-pass this Observation, that if the Master offer the (c) Per 1. Just Custom, Anchorage, or whatever other Duty pertains to any Customers, and tall the part in the because of their Unrighteous refusal, makes sail, the Weather and his Necessia. parag fiproper ty so requiring, then may be be justly defended afterward against that Customer. (a) Neither yet should a Ship, that hath once paid her Ancorages, pay again, if

the te forced through tempest back to the same Port. (b)

ile with

The Masters Duty to the Mariner.

(1) Per.l. 1. 1.'e exarc. vict. J. 1. sinnaucaup. naval. (d) art.6.eod.

1. Rhud.

(g) Eo.t.

Eeing the Master is the ordinary Ruler over his own Kippage or Company. he ought to keep them in Peace so long as they eat his Bread. (4) And if any Mariner happen to be hurt in doing service, or by his companion, the Master shall cause him to be healed, as he who is only answerable for the fact of all within Ship-board; (b) and then by his Authority, repeit or recover from the other Mariner, the Charges, with all that is lost to the hurt man thereby: (c) Except that he, who is hurt or lamed have provoked the other by evident Invalion, Assault, or Strokes. (d) And if a Mariner become Sick, the Skipper shall cause him to be laid in a House,

with all fustentation necessary and usual in the Ship, but shall not stay the Ship until he be healed; and when he recovers health, shall give him his hire: Or if (e) Fer l. ult.ad he die, shall give it to the Wife or nearest Friends. (e) But if a Mariner be not hurt in the Ships fervice, the Skipper shall hire another in his place; who if he draw more hire, then that Mariner shall refound the superplus. (f) And always the Master ought to lend his Mariners, if they lack. (g)

Item, if through the Masters fault, the Ships-boat perish with any Mariners in ir, as through spoiled Tews, &c. then shall the Master pay one whole years hire

(h) Art. 49. 11. to the heires of the drowned. (b)

Item, he cught to give his Mariners Flesh upon Sunday, Tuesday, and Thursday; and upon other days, Fith, or fuch like, with sufficient drink: But no meat to (1) Il conforms, them that fleep not in the Ship. (i) And yet the quality and quantity of Mariners food and hires goeth diversly, according to the divers Customs of Countries, and the Conditions made at the entry to their Voyage.

The file of the state of CHAP. XI.

Of the Duties and Priviledges of Mariners.

Ariners owe all due obedience to the Master, anot only in slying from him in his wrath, fo far as they can, but also in suffering; yer may they after one stroak defend themselves. In case of Rebellion of Mariners against their Master, which is thought then to be done, when the Master hath thrice lifted the Towel from before any viriner, and yet he submits not himself, then may he not only be commanded foth of the Ship at the first Land, but also, if he make open strife and debate against

De Master, he shall lose his half hire, with all the Goods he hath within Ship-

But if in this strife a Mariner useth any Armour or Weapons, then should the rest il confo ato. o the Mariners Bind him, Prison him, and present him to Justice; so that if any o them refuse to lay to his hand, and to assist, he shall lose his hire, with all that h hath within Ship-board. (b) Yea, in case any number of the Mariners would (b) Il consolato. cuspire to force the Skipper to pass to any other Port than to the which he was cap, 160. frighted, then may they be accused Criminally, and punished as for a Capital

And yer, if a Rebellious Mariner repent in time, and offer amends for a simple Roellion, and the Skipper notwithstanding refuse; he may follow the Ship, and o ain his hire. (d)

Mariners ought each one to help and affift others on the Sea: Or elfe he, that refufeth, leth his hire; and the Oath of his Fellows shall be a Proof against him. (e)

Mariners in a strange Port should not leave the Ship without the Masters licence, o fasting her with sour Tews; or else the loss lights upon them. They should also a sit upon the Ship until she be discharged, and balasted new, (f) and the Tackle (f) Denmark.

And if a Mariner, in time of loofing and lading, labour not with the rest of the (mpany, but goes idle and absents himself, he shall pay a fine to the rest, pro r.a, at the Masters discretion. (g)

At least, the half of the Kippage or Company ought in a strange Country; Port, o Road to flay aboard: And the rest, who go a-land, albeit with licence, should keep Soriety, and abstain from suspected Places, or else should be punished in Body a l Purse, like as he who absents himself when the Ship is ready to Sail. (b) Commark. Ya, if he give out himself for worthier than he is in his Calling, he shall lose his he, half to the Admiral, and the other half to the Master: (i) But this espec. (i) Eodem. elly ought to be executed against an unworthy Pilot. (k) The Mariner also for-(k) Eodom. fes his hire, if the Ship break in any part, and he help not with all his diligence to fave the Goods.

If it chance any otherwise than well to the Master, the Mariners are then holden bring back the Ship to the Port from whence she was fraughted, without dek, (m) except it be otherwise Provided.

A Mariner may carry as much meat forth of the Ship as he may eat at a meal, bt no drink. (n)

A Mariner may either keep his Portage in his own hand, or put forth the same for tught: And yet should not the Ship stay upon the preparation for his Portage. (0) (0) Endem. that in case the Ship be fully laden before the Goods for his Portage be brought in, If shall have the just fraught of so much Goods. (p)

If a Ship pass further than the Mariner was hired, his hire should be accordingly agmented; except he be hired, as the French man speaks, à mareages, mais non à

(a) Oleron, &

(c) Denmark.

(d) Olcron.

(e) Eodem.

(m) Eodem.

(11) Eodem.

(p) Il confo-

(s) Eodem.

del mare.

(q) Oleron. deniers. (q) If a Mariner run away with his hire undeferved, he deferves the Gal-

(r) Denmark, lows. (r)

If a Mariner be hired for a simple Mariner, and afterward in the Voyage, finds hiring to be a Pilot or a Master, he may pass with provision to render his former hire: Even so is it, if he marry. (s)

Mariners are not only holden to loofe and deliver Goods over-board; but also if no Porters nor Carriers be in those parts, to carry the same themselves for such hire

(t) Il consolato as other workmen should have had therefore. (t)

If it happen a Ship to be prized for Debt, or otherwise to be forseited, yet should the Mariners hire be paid; and if the prosper, to receive their pay in the same

(u) Eodem. (x) Oleron. Money that the fraught is paid with. (u)

Lastly, a Mariner should neither be arrested, nor taken forth of a Ship making Denmark. Kinto Sail, for any Debt, but only his hire, and as much other Goods as he hath in the (y) Bald. in 1. Ship arrested therefore, according to the quantity of the Debt, and the Master to certs juris. loc. (z) L. nemo de be answerable for all: (x) Because the Ship is compared to a Man's dwelling house; (y) and by the Civil Law, a Mans dwelling house is his most fure refuge (x) plerumq; de in except for a fworn Debt, or a Penalty to the King through some Crime. 145 voc.

CHAP. XII.

Of the Clerk of the Ship.

N Ships of great bulk and burden, a Clerk is most needful: Who being put in by Men of chief Power, and Sworn solemnly before some Judge, as the use is in Italy, (or at least before Owners and Mariners) that he shall write nothing but the truth, nor leave ought unwritten; being, I fay, fo constitute, neither Merchant nor Mariner may put in nor take out any thing of the Ship without his knowledge. So that what soever Goods or other thing shall happen through florm or otherwise to be cast, stollen, or spoyled, that hath not been presented or shewn to the Clerk, it shall no way be up-set by Contribution, or any fearch made therefore. And if it come fafe to Land, the Skipper may take what Fraught he likes therefore. Also the Clerk may take of that which is delivered to him, and fell thereof for the Ships need, but must satisfie the Owner (a) Il consolato. thereof: For he must be always countable of his Receits: (a) But howsoever he do, he may neither take in, nor give forth Goods by night, but in day light. (b) Vide Statuta Ang.

de France.

CHAP. XIII.

Of a Pilot or Steirsman.

F a Master hire a Steirsman, not only for to guide his Ship in through shalds, or other dangers at a time only, but also for a whole Voyage, and to be ready therefore against a certain day, and he fail to keep that day, he shall not only pay Master and Merchants damage or stay, but also the Fraught that is lost thereby; except sickness, or some very lawful excuse qualifie it. (a) A Steirsman, after the time he hath brought the Ship in sure harbour, is no further

(a) Oleron & arg.l. ult. ad.l. Rhod.

bound or liable; for then should the Master see to her Bed and her Lying, and bear all the rest of the burden, charge, and danger: So that if before she come into the Port or some safety, either she or Goods perish or be spoiled, the Pilot makes good the same: Yea, if his Fault or Ignorance be so gross, that the Company sees any manifest and present wrack to all thereby, then may they lead him to the Hatches and strike off his Head. [b] Yea, if without any seen danger, certain of the [b] Oleron & skilfullest Mariners deem that he is not so skilful, as he set himself forth to be, then il consolat. shall he both lose his hire, and double the same to the Admiral and Master, or else pass thrice under the Ships keil. [6]

[c] Denmark.

CHAP. XIV.

Of Money lent to Sea, called Nauticum fœnus.

Reat is the difference, or at least should be, betwixt Money lent, amongst men, to use on Land, and that Money which is lent to Sea; for this Money is called pecinia Trajectitia, because that upon the hazard of the lender it is carried over Sea. So that if the Ship perish, or that all be spoiled, the Money loses to the lender. [a] But on the con- [a] L.t. de fan. trary, Money on Land is delivered on the Peril of the borrower: So that the naut. profit of this is the price of the only simple loan; therefore generally called usura: But the profit of the other loan is called, usura maritima, or fænus nauticum, which is not the price of the loan, but of the hazard and danger which the lender takes upon him during the loan; [b] Which is understood to be a certain day or Voy- [b] L.periculi. age, or whatever of time agreed upon. And therefore if the Money miscarry, either before the Voyage begun, or after the term appointed for the full loan; then the Peril appertains to the borrower thereof, and not to the lender: [c] I mean [c] Vide passion dd ll. de fern of Perils proceeding from Storms, Violence, Spoil, or such like occasions, which and dd. M. de fam. cannot be eschewed by any deligence of the borrower; and therefore in case the naval. Rhod. borrower imploy the lent Money upon lawful Goods, or that by his defrauding of the due Customs the same be confiscate, the lender is freed of such hazards. [d] It [d] Vided. 3.C. is also to be noted, that Money lent upon the Sea without hazard, and yet with security, should pay no profit, suppose it were Unbooked in the Clerks Book with the profit; contrary to that which is lent on Land: [e] So that albeit Money be [e] Art. 15.65 lent within the Ship during the Voyage to the need of the Company of additional including the Money be 16.Leg.mayel. lent within the Ship during the Voyage, to the need of the Company; and if, before the day appointed for the rendring, Shipwrack or Spoil happen, then should the loss come in contribution between them; [f] because if that Money had been [f] Art.17, end. lying by the lender still unlent, it had been in common danger of Shipwrack or Spoil with the rest. But if the time appointed were past with the hazards aforesaid; then shall the borrower repay the borrowed Money free from all contribution. [g] [g] D. art. 7.

Further, in case the borrower deteines any such lent Money, as is a foresaid, beyond the term appointed for the repaying, he shall at his return not only pay the profit agreed upon before the Voyage, but also augment the same according to the greater time, and yet shall not pay the profit of that first condition, but only after

[h] Art. 18.eod.

Of the Out-traders, or Out-riggers, Furnishers, Hirers, and of the Owners of Ships, and of Actions for, and against, them.

T is not only permitted to him, who contracts with the Master of a Ship, or that hath any other Action or claim against him, as Master of the Ship, to pursue him; but also the Out-trader, Setter, or Exercitor thereof, as him who placed the Master; and therefore ought to make good the Masters Deed and Fact. [a] This Out-trader we take to be him to whom ercusor, left, de the Commodity of the Ship [b] redounds; so that he may lay his Action upon the T. T. maut. any of them; Ne in plures adversaries distrabatur qui cum uno tantum contraxit. [c]

But the rest of the Owners or Out-traders shall relieve this man pro rata, of their portions; except the handling of the Ship be so severally divided amongst them: Or that the Master have not his Power and Commission of them all: [d] Or that the Master have obliged himself beyond his Commission; as if he have taken up Money to mend the Ship, when as flie needs it not: Or that he have no Com-" Si I miffion at all; in which case the lender bath to blame his own folly: For by the confimon rule of Law, men should know well the Persons and their Conditions, [c] D.L. 1. & 1. with whom they have to bargain: [c] And yet in case evident need be of mending, and Money be lent thereto; suppose the Master should spend it otherwise, yet de reg. jur. de ought the Out-trader to fatisfie the Creditor. [f] But above all, that Money exer. at least of the Creditor of But above all, that Money exer. at least other for Victuals to the Ships Cothpany, should be repayed, as preferred [g] resulting that is not a Master, shall have no Allien against the Out-trader, except for a fault done by the Mariner, especially, if he hath been hired and put in by the Outtrader. trader/

Again, albeit by the Common-Law of the Sea, the Out-traders may not purfue Persons obliged to the Skipper, yet are they permitted to pursue upon the Masters [6] Paffim d. contract, as they had been Contractors principal; [b] because in such dealings he sustains the Out-traders person [6] D.L. 1. para. procured by this kind of Traffick, [i] worthily such priviledges to the Out-traders and Exercers of Shipping are granted. And yet is not the Master always bound to fatisfic all counts to the Outraders. Especially, in case it happen some Passengers to be Non followeddo, the Master is not holden to pay for them, because it becomes not the Waster, in the acceptation of Passengers, to search out so nar-

[b] L. 2. fell. rowly their Means and Ability. [k]
6. d.l. Rhod.

And again, the Our traderic not be And again, the Out-trader is not holden always to answer for the Masters sloath, [1] Oleron. but for his own felf. [7]

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to the leading of the

CHAP.

ob. ex quasi de-lic. T. T. naut.

[b] Erd. sbid. [c] D. l. 1, 2, 5 3. eod. [1] L. 4. in prin. eod.

de reg. jur.
[f.] L. ult. de exer. def.

dum cum seq. Qui possior in

CHAP. XVI.

Of fundry Partners of Ships, and their discords.

Oreover, concerning the Owners of the Ship, in case they cannot agree amongst themselves to remain in Partnership; seeing by the Law they cannot be constrained thereunto: [a] Yea, not albeit a [a] L. fin. C. pro. Pastion had been made, never to sunder; [b] then is there many consi
mit. E. D. prod.

mit. E. D. prod. derations required in their fundring. And First, if their common [b] Lin backs.

Ship or Cray be put in building; or that she be but presently bought: In these range from the state of the shell be implementated. cases it is thought convenient, that she shall be imployed one Voyage, First, upon pro soc. the common Out-trade and hazard, before any of these Partners be heard to funder and discharge their part. And after that, if they cannot agree, he who desires to be free should offer to the rest, and set his part on such a price as he will either hold or sell, which if he will not do, and yet resules to Out-trade with the rest, then may the rest rig forth the Ship at their own charges, and also upon the hazard of the wilful refuser, so far as his part extends, without any count to him of any deal or part of profit at her return: [c] But they must be bound to him to bring her home [c] Denmark. safe, or the value of his part.

And justly; because that as Ships were invented in common for the use of all men, even of them which dwell in the Mountains, as on the Coasts of the Sea: [d] So were [d] Larboxibus they ordained and builded for fayling, and not to lie idle and unoccupied. [e] But if parag. naves they ordained and builded for laying, and not to be fall and unoccupied. [F] But if \(\frac{de a fluft}{de a fluft} \), the persons, who have most part of the Ship, resuse to abide in Partnership with him \(\begin{array}{c} \) \(\text{log} \

Ship, Casselius answered; If ye divide her, then neither of you shall have her. [g] [s] Macrobius And if for lack and want of Buyers in that place, the Poor Partner can neither [g] Macrobius [lib. 2.c.6.] eschew the oppression of the Richer, nor yet the Rich satisfie the Poor-man, perchance also wilful; then may the Judge ordinary deal and decree in this case, as he may In omnibus aliis bonce fidei actionibus: That is to fay, confider all the circumstances of the [h] Secundum Persons, their motions, the matter of their debate, with all the merits thereof, and citata, & Semake up a full consideration of all together, that every man may obtain and receive fid. Detosit. his own due right. [h]

CHAP. XVII.

Of casting of Goods in a Voyage, and the like; and of Contribution to be made therefore.

Oncerning Contribution or Scot and Lot, as we speak, it is ordinary: And First, it is practifed upon Ships so stormestead, that for relief of Lives and Goods, casting of Goods must be made: In that case the Master shall consult with the Mariners: Who if they consent not, and yet the storm and danger continue, then may the Master cast some Goods notwithstand-

O'eron. [g] Eod.

[.] (: .) . ing: [a] But if the Merchant be prefent, let him begin to cast, [b] and next the Mariners: But if the Mariner keep back any part that should be cast, to his own

[4] Art. 39. If use, he shall render the double. $\lceil c \rceil$ -

But when afterward the Master shall come to Land, he must, with the most part his Company, swear, that he did cast Goods for no other cause but for the safety of Ship, Goods, and Lives. [d] Secondly, when Goods are cast, they shall be upfet and compensed by a Contribution of Ship, and such Goods as are safe thereby: [e] L.1. G2. [e] And not only of Goods paying fraught and burdensome, but of Cloathing, ul l. l. loed. [1] D. l.2. C

Money, Jewels, and fuch like, [f] which are not weighty.

For it is most righteous, that the loss be common to all things which are safe thereby. [g] Except things born upon a mans Body, Victuals and fuch like, put in Ship to be suspended, and therefore should not Scot and Lot with other Goods: Informuch, that when they become fcant and wanting, each man is bound to communicate the fame one to other. [h]

[h] D.l. 2.

But here it may be asked, whether yet should all kind of cast Goods be upset and 130 actorijac. made good by Contribution? As for example, the Goods transported above the over-[k] Arg.l. Unic. lap, and Goods forbidden to be Transported. [i] Sure, if such Goods happen to be C. ne quad over. the cause of any scath and danger, the Master, who received the same within his public. The caule of any feath and danger, the Matter, who received the lame [1] Per. I. fifite. Ship, shall bear the loss, and also be criminally pursued therefore. [k]

fullor, D. qui But if Goods unadvisedly, without consent of the Owner thereof, be cast out, on [m] D.1.2.51. the fudden; then may he himself upon his conscience effects his own Goods to the just worth, because the Company hath that way by the rash dealing lost the privi[w] L. amisse. ledge they had to estimate that Goods. [1]

[o] D.L. i. i. In like manner the Ship-gear and Apparrel, wracked by storm, imports no more comf. dei. mar. Contribution, than if a Work-man break or spoil his Work-tools or Instruments in [19] Per. I. con| Lordinary work, [m] except in the avoiding of a danger, as the helving the Mast
| Jenjin. C. de re| pud. & I. quo- over-board, [n] or the flipping of a Tow-anchor, or Boat upon just fear, or at the
| trees C. de naw| desire of the Merchants. [o] But that should be always proved by the Oath of the
| frag. & ... Ship mean: For concerning all Fasts within House or Ship, credit must be given venient. Extr. Ship-men: For concerning all Facts within House or Ship, credit must be given de testible c.2. to the Domesticks and Company familiar. [p] Also if Goods be put in with
out the Master and Clerks knowledge; if they be cast, they shall have no Contribution. [q].

CHAP. XVIII.

Of Contribution for Pirats.

F Ship or Goods be redeemed from a Pirat, Contribution shall be made therefore by all; because the Redemption is made for the safety of all. But if the Pirat be once Master of all, and yet take but some special Goods, whether from Ship or Merchant, and not as a contentation for the sparing of the rest, it should appear in this case, that seeing the remnant is not safe hereby, but freely spared, that no Contribution should be made for the taken Goods. For oftentimes Pirats take but things at their pleasure, and not of mind [a] Vide laté, to spoil. [a] Yet now adays because this chance, of taking at pleasure, con-cerns (in common judgment) the rest of the Goods, as subject to that same pleasure. fure of the Pirat; therefore should it be also in common upset by all, to whom that chance is common.

del mar.

CHAP. XIX.

Of Contribution for spoiled and spilt Goods.

F through the losing of any cast Goods, or upon any needful occasion, the remaining Goods be spoiled either with wet, or otherways; a Contribution shall be made, proportionable for so much as they are made worse. (a)

(a) Vide lina

CHAP. XX.

Of Contribution for lightning and disburdening of Ships for their easier entry into the Port, and for other chances.

F it be needful to lighten a Ship of burden, for her easier entry to Port or Chanel, the two parts of the loss fall upon the Goods, and the third part on the Ship; except that the Ship surpass in worth the loading, or that the charge of Goods be not the cause of her inability to enter, but some bad quality proceeding of the Ship it felf: (a) Or that otherways it be provided in the Charter-Party, that the Goods shall be fully delivered at the Port covenanted and appointed; for then condition makes Law: (b) In which case it is also to be observed, that if by occasion of lightning, the Goods which are put in quod convenit. the Boat or Lighter perish, the Ship and remaining Goods in Ship shall upset the depositance. But on the contrary, if the Ship and remaining Goods perish after the Lighter is once fafe, no Contribution shall be set upon the Goods in the Lighter: Because the Rule is constant, that only then should Goods be liable to Contributions, when Ship and Goods come fafe to Port. (c)

butions, when Ship and Goods come late to Port. (c) Lem, Contribution should be for the Pilots Fee, that is taken in to guide her into G lamisfee at unknown Port; (d) as also to raise the Ship off ground, when the fault is not $\frac{l \cdot Rb \cdot d}{(d) \cdot Oleron}$. an unknown Port; (d) as also to raise the Ship off ground, when the fault is not

Even so if two Ships rush and cross one over another, and the Company swear their Innocency, as that it lay not in their power to stay the same, Contribution must be made for one equal upset of both their losses. (f) But not so, if one of (f) Eod. 31. them perish, because of that mishap, there can be no due proportion of the loss: quemadmodum For if it were otherwise, a malicious Skipper might of purpose set an old weak paragifinguis Ship against a strong Ship, in hope of some upset and recompence. And yet for redress of the lost Ship, an Action may be to the Owner against the negligent Master, or the Mariner who loosed her, or cut her Cable: (g) Which Action is (g) D.l.quem-called Legis Aquiliæ, for damige and scath done. And therefore is such a chance admodum. befal in the day-light, by a ship under sail against a Ship riding at Anchor, then the paragis in australia and it. Aquil. Master of that sayling Ship shall make good the damage or scath of the other, to the extremity: And the like shall be done, if in the night the riding Ship hold (h) Art. 3. 6. fire and light forth, or make any crying to forewarn the other. (b)

It also pertains to this argument, if some fort of Goods, as Salt, or Corn, be

(e) Eod.

1. 2. fi cert.

(1) Vide han menave. 1

laid on heap by divers Partners, into a Ship without distinction, and that the Mafter deliver to any of them their due measure, and before the rest receive their measures, the remaining Salt or Corn washes or loses, he that had the good luck to be first served, enjoys it fully without any Contribution to the rest of the (i) history fr. Partners: (i) Because when his Goods was put into the Ship, it was delivered to contrab. ob. te. the Master, tanguam in creditum; and so he is become Owner, as of lent Money: Which men are not holden to render in the felf-same pieces, but in value or such feet. (k) Quodeonve. like Coin; (k) except there be some other condition past before: Which in all me deverbob. affairs maketh Law. Neither can this be imputed for any fault to the Master, because of necessity he behoveth to make delivery to one, first, before another. (l)

CHAP. XXI.

Of the common manner of Contribution, and Execution thereof.

N fetting of Contribution or Rates, things must be estimate in manner

First, The Goods cast, spoiled, or rest; to the price they cost, if their chances did happen before mid-Voyage: But if after the mid-Voyage, then to the price the rest of the same Goods attain to at the Market; (a) L. 2. in fin. because there is here a consideration rather of loss and scath than of any gain. (a) ad l.Rbol. 11 And because damage and loss should be drawn as it were in streight, and gain and vantage spred forth and extend, according to Harmenopolus sentence; spoiled and (b) D.L. matrix of lost Goods should be set to the common worth, and not after mens affections: (b) Except only in Goods unadvisedly cast: Wherein for the correction of the rashness of the Casters (as who thereby appear to have admitted their own priviledge) militar.lib.12, the estimation of the Goods is permitted to the conscience of the Merchant or (c) Perliffide. Owner thereof (c) Vide Supra cap. 17.

Secondly, Concerning the Perfons whose losses are under Contribution, he should first deal with the Master to retain all the same Goods on the bottom of the Ship (d) L. 2. ad in his keeping, until the rate be fet and executed: (d) Or elfe may omit all other Persons, and pursue the Skipper ex conducto: Which also ceases, if the cast Goods be

(e) D.1.2. in found again. (e)

Jan Laftly, Concerning the Master of the Ship his priviledge, it is not only upon (f) L.1, de dof, the detinue, and keeping of the Goods and Geere brought within his Ship, which (i) L. 1, de dol the definite, and keeping of the Goods and Geere brought within his ship, which male except are thought as by a privy Band to be obliged, and given him in pledge for the lift non fortem fraught, by common confent of Lawyers, but also for the due and timely satisfaction of fuch Contributions; because the imposed Taxation, as likewise the readignment. D. quod vi aut clam. The property of the commonly are clam. the withholding of other mens Goods be not allowed. (g)

Bartol.ut. ad. l. jussor. Qui.

CHAP. XXII.

Of Priviledged Ships.

Hips or Boats, ferving the Country or the Prince, have great Prerogatives. For first, they go free from all Imposts, Customs, and Arrestments, (a) (a) L.t. denanot only in forth-going, but also in their return, according to Frederick vicule.lib.11. the Emperor his constitution. (b) Yet if a Skipper serving the Prince or (b) Authore states. Country, wilfully falls on coasts and by-courses where he should not, to lius pro patre. their hurt and hinderance, he merits death: (c) And the Commanders or Offi- (c) L.5 denacers in chief parts, who wittingly fuffer fuch Skippers to lye and flugger, incur vicular C. lib. a forfeiture of all their Goods. (d)

And if any man shall force the Skipper, of these or any other Ships, to take (e) Art. 49. II.
in more than his just charge, not only should he upset all hurt and loss, but also selectar naval.

(f) Videcapd.

be publickly punished. (e

Publickly punined. (e)
And as these are the conditions of Ships serving the Prince; so is it to be known, susand control of the Specific and Control of the Specific and Control of the Specific and Control of the Cont that all forts of Ships are subject to this service, upon command: (f) Otherwise $\frac{(g)}{adm.Ang.}$ in case they resule, their Ships shall be confiscate, except they report a Testimo-(1) Albericus as the form the Admiral of very lawful excuse. (g)

Yea, further is to be noted, that Masters of Ships and Ferriers, once so professed, unc. furt. ad-

are bound to serve as well Subjects in common, as the Prince; (b) except they have left the trade, or be under a fafe conduct, or have taken in more than they

can well carry a Ship-board. (i)

can well carry a Ship-board. (i)

And this is a common priviledge to all forts of loaded and burdened Ships to have (k) Wibbie c. the nearest place to the Shoar for their discharge and unloading; and therefore the (i) Quinavium de privilegare-Lastly, Even the Persons who Build, Purchase, or Dress Ships expressly for a ditoium.

Common-wealth to their Country, are accounted amongst the priviledged: (1) the description of the privileged (1) the description of the des

Common-wealth to their Country, are accounted amongst the priviledged: (1) times. Minus. Almose Yea the frequenters of sayling are also priviledged in all Courts. (m)

navib. non ex-

ver.naut.caup.
(i) Bart. &
Bald. in d.l.

CHAP. XXIII.

Concerning Shipwrack.

Trangers incurring Shipwrack in Scotland should have the same savour of us, (a) 138. Astor. that we use to receive of them in the like case; (a) so that no confif- facos, 1. cation should be used against them, except they use to do so to us, or (b) Lic.de that they be very Pirats, or Enemies to Christianity: (b) Otherwise, Authorizing. who steals any such miserable Goods, shall pay four-fold to the Owner, c. de furt. if he be pursued within a year and a day; (c) and as much to the Prince or his (c) L.t.ingr.de Admiral: Yea, the only stealing of a nail, or the worth thereof, maketh the ineum cum. Thief guilty of all, to the rendring of all the remaining Goods. (d)

Auth. feg. de

Yea, by the Emperor Antonius his Ordinance, this Thief or Robber of fuch Goods fut. should be battooned, and banished for three years, if he be of any honest rank; but if incendary naus:

incend. ruin. nauf.

k) 1.. ne pif-cateres cod.

1. L. ne quid od. & auth.

naufragia. C.

lib. 11.
(0) Vide l. de
Submerfis.eod.

(r) Art. 39.

(s) Art. 37.

de furt. (m) M. Cod.

Il codo.

he be base of Condition, should be sent scourged to the Gallies, or Metal-

(e) L. Pedius Mines. (e) 4. cod.

And, if any man should be so cruelly Wicked, as to hinder the Ship-broken men

(f) Anglisher- from help in danger, he shall be recounted for a Murtherer. (f) And therefore may no man hinder Ships from forth-laying of Tews and Anchors traordarim. traord.com.
*Gains 1.5. do upon Land: * As was decided betwixt Couper and Seagy, Anno 1498, mense Julii. (g) In like manner, if any man should be so accursed as to hold forth a Lanthorn in (g) Tom. t. rethe night, of intention to draw on Ships to danger, in place of good Port, or Harwith Start. gift. Scot. the night, of intention to draw on only and the gift. Scot. (b) Perdorgd bour or fafe Road, that Wicked Person should be punished to the death. (b)

Saccularii. Yea, though no harm happen, yet may the Admiral punish him at his plea-(i) Perl, 10.de sure. (i) And therefore even Fishers are sorbidden to Fish with light in the night,

lest that Sailers thereby be deceived with the false shew of an Harbour. (k) But for the better eschuing of these cruel evils, Itadrian the Emperor Ordained, that all men having possessions on the coasts should attend carefully upon such chances'; otherwise, to be answerable for all things misling by slealth or robbery. (1)

Item, If no man in due time claim such a wrack, it fell of old to the Prince his Cullomers, according to that of Hermogenes and Fortunatianus, (m) Naufragia ad Publicanos pertinento; but now adays to the Admiral, by the Princes Grant.

But concerning the Action for Shipwrack, it should be intended within a year and

w) L. fi quas. a doy, (n) and fped by the Judge within two years. (o)

de manfrag.

Where it is to be marked, that if the Ship only periffiant

Where it is to be marked, that if the Ship only perish and the Goods are safe, in that case the Goods shall pay the fifth or the tenth Penny, according to the easie or disficult winning and faving of the faid Goods; (p) for Gold, Silk, Silver, and such like things of easie Transportation, should pay less than Goods of greater weight and (p) Art 37 leg. naval.Rhod. (q) Art. 40. difficult Transporting, as being in greater hazard: (q) Except the Skipper carry in his Ship to a Port or part where he should not, nor the Merchant would not; for then is the Merchant free of all the Skippers loss, (r) and no way should upset the spoiled or broken Ship. (s)

But in cases of wrack, the Laws of England are also to be seen: As, Westm. 1.3.

E. 1. vid. Prærog. Regis 12.

CHAP. XXIV.

Of things found upon the Sea, or within the Floud-mark.

Hips, Goods or Geare, or whatfoever other things found within the Sea on Floud thereof, are of three forts: As, either found on the stream floating, and then are called Floatson: Or found on the Sea-bottom, and drawn up from the same by Doukers and other means; and then are called Lagon: Or found on Land, but within the Sea-Floud, as cast forth there

by Storm and the Water; and then are called Jetson.

Concerning Floatson and Jetson, whether things be cast up by Shipwrack, or data militarere, else lest as lost through casting in storms, the finders thereof, as some Lawyers dwost, settingen, think, [a] should do therewith as with other Goods found upon Land: That is, [b] Per.l. Pomponius, parag, to Proclaim the same to be forth-coming to the just Owner; because the loser or finde acquire tynner of such Goods remainest hell Owner and Day Owner. tynner of such Goods remaineth still Owner and Proprietor thereof: [b] And if no [c] Faber, d.p.a. man claim, the finder to keep it to himfelf, if he be Poor. [c] But according to the Old Rhodian Law, whether the finder be Rich or Poor, he may claim, or ra-

[a] Faber & ruz. pen.

ther retain the fifth part, for the fafe keeping. [d] If a Douker find drowned [d] Art.45. G Goods upon eight Cubits deep, he gains the third part; and if on fifteen Cubits, 46. Il. naval. then he obtains the half; but upon one Cubit, only the tenth part. [e]
Yet if the finder be Rich, and hath found Goods by chance, he should rather

give it to the Church or Poor, as fome fay. [f] [f] Auth. om

But now adays this goeth far otherwise; first, because persons endued with the communicade superiority or signiory of any part of the Sea Coast, do claim all or a part of successionib. these things, whether cast forth of Ships, or otherwise coming upon their Land

 $\lceil g \rceil$ which otherwise before was allowed to the finder. $\lceil h \rceil$

Even so, when Ships or Boats were found on the Sea, or at the Coast thereof, [h] Eodem. thout any living creature therein and no more than the Coast thereof, [h] Eodem. vithout any living creature therein, and no man claiming the same for the space of a year and a day, then was the half allowed to the finder, and the remanent to the Prince, as a derelich: [i] But fince the Erection and Constitution of Ad. [i] Vide flat. 15. mirals, this kind of found Goods are diversly parted; for in France, the King draw- gn Alex. Scot. eth a third, the Admiral a third, and the finder a third. [k] And of Old, in [k] L'Admi-England, although such things were divided betwixt the Admiral and the finder, [1] ralde France. yet now they are lest to the arbitrement of both Admirals in England and Scotland, to Adm. Angl. confider the finder or taker with a condigne portion, for his Travels, Charges, and hazard in all circumstances; [m] even with the half at least, according to that [m] Per diplowhich Tryphonius sets down, concerning things sound on Land. [n] Yet if the mata. since the conceal such Goods, whether Anchors, Timber, Jewels, dead men with 63.in sin. de Money or Jewels about them, &c. he not only loseth his just part, but may be acquer.dom. Money or Jewels about them, Got the lot only lotter for concerning things found [o] L'Admiral de France by the labour and travels of men.

by the labour and travels of men.

If Whales, great gross Fishes, Ships, or Boats without any living in them, by deep deep defect of Wind and Waves only, be driven to any Coast or Land, then all and whole diplose deeff.

appertains to the Admiral: And fo generally all casualties what soever. [p]

[e] Dd. art.

[f] Auth. om-

C H A P. XXV.

Of things taken upon Sea.

OW followeth to treat of Goods taken upon Sea, which are of three forts: For either they are taken from Pirats, and Sea Thieves; or from professed Enemies in lawful Warfare; or from such as not professing open War allows taking rest to be exercised against us. Which kind of taking is covered with the Title of Letters of Mark, cal-

led, Jus represaliarum.

And First, Touching that which is taken from Pirats, sith the Goods, which they have wrongfully taken from others, whether they be found in their own, or in their successors possession, are esteemed to be a just prey to any taker, so that account be made thereof to the Admiral: In case the taker find the Goods of his Country-man or Friend with the Pirat, he should make the same forth-coming to the just Owner claiming the same; his Cost, Charges, and hazard, being always confidered and allowed; [a] so that if any man buy or redeem his Neigh- [a] Per I. Pembours Ship from a Pirat or Enemy, he must receive the price thereof from the points de acq. Owner. [b] But if no man claim the Goods taken from a Pirat, then should the [b] Per. l. mustame be delivered to the Admiral, who ought to consider the taker with his due lier, de cap. G part thereof.

[c] Per d. l. Pomponius, & per l. in bello parag. si quis

quis parag. 23. militia. re dist. 1. [n] L'Admi-ral de France.

tas de reg. jur.

Ezek.18.20. [p] Vide au-

prefal.

[r] C. 131.

If a Ship or Goods be taken by a professed Enemy, who hath not brought it In præsidia vel locum tutum, for the making of a prescription, or a right, and afterward the fame is taken back, and recovered by any Friend, and the just Owner claim the fame, it ought to be restored to the Owner; for that by the Law, Hujusmodi res non tam capta quam recepta intelligitur. [c] But when such Goods become a just and lawful prize to the taker, then should the Admiral have a tenth part: For so of old the tenth part of lawful spoil was offered to God, in a manferum in prode ner; as we may learn by that which Abraham, returning from Victory over five capt. Spot. Kings, offered to Melthizedeck: [d] and the remnant of the spoil should be pro-[c] Deut. 20. by Moses, [e] and practised by King David; [f] and yet not only amongst se[g] Castadia veral Persons, according to every man his proved travel and hazard. [g] So
[g] Castadia the Ship that sets no sail, fights not, nor hazards not with the rest, should
[g] 5.5 c. just
have no part with the rest thereof. [b] Provided always, that first and formost,

who Description. the Prisoners, Captives, and taken Goods of preyes, be in due time pre-sented to the Captain, to be disposed by the Admiral: So that if any man break bulk, meddle, or dispose of any of those Goods before, he may be punished, and the receiver or buyer Prisoned, until caution be found, that these Goods shall be forth-coming to the Admiral, and just Owner, according to a decision past be-[i] Tom. C.24 twist the King of Scotland, and Maubray, Anno 1487. 17. Junii. [i] regylt. Scot. If two foraign Nations be at War, and the one take a Ship from the other, and

bring her into a Port or Road within the bounds of a neutral Nation, a like Friend to both, then may the Admiral of that neutral Nation ordain that Ship so taken and brought within the faid bounds to be restored to her Owner; and the Persons Captives to their former liberty, even as if the had been brought back to her own

Captives to their former liberty liminum. parag, de cap. Befides that, generally in all popular.

[1] Per latter of Princes to make their Court. Besides that, generally in all cases, the Action and cause of Liberty, as priviledged, should be favourably considered: [1] And it is the honourable practice of Princes, to make their Countries an Afylum, or Sanctuary, to all distressed

strangers that be not Pirats.

Lastly, Concerning Letters of Mark, as we speak or droict de Merque, as Frenchmen term it, five jus represaliarum, and Goods and things taken under that title upon Sea: Surely, as far as we may, we should press to keep Gods Law set down by [m] Deut. 24. Moses, [m] practised by King Amasia, [n] and confirmed by the Prophets: [o] That the Father should not be punished for the Son, nor the Son for the Father, [n] 2 Reg. 14. That the rather mould not be pullimed to the Guilty and the Innocent. Which 6. 8 2 Cor. 15. but a difference to be always put betwixt the Guilty and the Innocent. Which thing moved Emperors to make Constitutions for the Repressing of represalies in certain respects.

rtain respects. [p] Notwithstanding, if our patience be so oppressed with the increase of Robbethen, imo, c. ne ries, Spoils, and violence upon Sea, by men falfily professing Friends, in such fort that upon no supplications, intercession, nor other travels, the Princes of these wrongful Nations (who only can and should repress and redress) will do Justice, or neglect to do their Office; then because such a dealing imports a just cause of lawful Hosfility and Warfare, I see not but that such a calamity may and [9] Vide Bar- ought to be repressed, at least by these Repressales and Letters of Mark; [9] especially fith that cause, in effect, resembles a War denounced without solemnities of Clarigation.

> And therefore, both according to the Laws of England, Letters of Mark are allowable, and according to the Old Custom of Scotland; and the tenour of the Act of Parliament made by fames the First of Scotland, [r] concerning Ship-wrack, to be followed for a rule to such cursed cases, that is to fay, that other Nations should have the like favour of us, that they shew to us.

> Now being agreed that Letters of Mark are lawful, as they are by Statutes, Customs, and Reason, especially upon a matter of great importance, and after a

due warning, intimation, and on requisition; so that it be done by the Prince, and folemuly: [s] Then what Goods happen to be taken by that means should [s] Pergloff in be brought and presented as aforesaid before the Admiral; [t] that a just Inven- diff. & DD, in tory may be taken thereof for divers good respects.

c. 1. de neilite vastilo qui contumax. [t] Per l. si quis in servitute. de furt. & l. ait pretor, paraz. si debitorem. Que in fraud,

c. sicontra. &

CHAP. XXVI. Trin

Of Fishers, Fishing, and Traffickers therewith.

Lbeit Hunting, Hawking, and Fishing, be of one kind, as subject to a like Law and Liberty, [a] because what wild Beast, Fowl, or Fish [a] L. v. in sine be once taken by any man, commonly it becometh his own proper de acquerdons by the Laws of Nations; yet is there a difference betwirt there inft. de ver. three: For, albeit Hunting and Hawking be almost every where divisions is feeling to be almost every where divisions feeling the second second

lawful, yet Fishing is forbidden in other mens Ponds, Stanks, and Lakes, [b] as [b] L.injuriacomparable with thefr.

Yea, now adays, in Rivers, and in parts of the Seas nearest to the possessions jun Jacob 3. of men having grant and inscostment from the King, may Fishing be forbidden, as d. 60. S but no private man, without the grant of the Prince, upon any pretence, or alle- cap. 12. gation of long consuetude and prescription, may acquire the propriety of any such part of the Sea, as to prohibite others to Fish there also, [c] for such prescripti- [c] L.prescriptide usin cap.

ons only pertain to Princes.

To return to the quality of Fishing; sith it is not only allowable to all forts of Persons, [d] but also commendable, and always to be preferred to all other trades and [d] C.1. & 2.44 Trafficks upon Sea, not only for necessaries, but also for the great good and profit reducing thereby; all civill and vertuous Princes have diversly forth-shewn their men. care, for the entertaining and advancing thereof; as, by ordinances to build Ships and Boats to that purpose; [e] and by their wise appointing of certain only times for [e] Vide late, the Fishing, as namely, of Salmon, under pains not only of Fines but also of forseitures, and of death, according to the manner of the offence, and contempt of their Decrees and Statutes. [f] Which Princes also (for the increase of Fishes) have, as it [f] Vide statu were with common confent, forbidden the making, fetting and using of Crows, Yars, all regime.

Dams, Fosses, Tramelets, Parkings, Dyking and Herry-waters, in any Waters [g] Franc. Angl. & Franc. Angl. & Franc. Angl. & Scotic.

Transgressors in Scotland. [h]

Yea, albeit that any man were of old insested with keeping of Crwiffes, Wears, and Kiddles. & Ye., yet must be keep the Saturdays stop; that is, to lift the same fear.

and Kiddles, &c. yet must be keep the Saturdays slop: that is, to lift the same from [h] Fac.6.Par. Saturday at Afternoon till Monday; and also to make each Heck or Mesh of his Crwiffe 6.c. 89. three Inches wide, [i] except for taking of Smelts, Loches, and fuch like that will [i] Fac. 1. p. never be bigger: As also, for to set the same upon the Waters, that the mid-stream 6. p. 7.c. 11. may have the just space of six foot wide, under the pain of Five Pound. [m] And [m] 342. 3. p. thus far concerning the maintenance and increase of Fishes, by our Scottish Laws 10. cap. 73.

and Custom.

It followeth, to fet down concerning the Fishers, their safety and priviledges Wherein it is provided, First, that all Ships sayling into the parts where Herring are taken, at lest during the taking thereof, shall let down fail after day-light past, let

rum 13. parag. fin.in fin.de in-

their Anchor fall, and keep watch with Lanthorn and light until day-light appear again, lest otherwise the poor Fishers should be over-run, or their Nets broken: Their pain in Denmark is death to the Transgressors: [n] And the Fishers are like-[n] Denmark. wife forbidden to use light in their Fishing by night, lest they deceive saylers with † Ulpian. in 1. the false shew of a Port. †

ne piscatores de meend. rui. naufr.

miral de

France.
[p] Vide For-

man his Register.

Likewife, lest any of the Fishers harm or hurt one another, it is diversly provided, as also concerning the right measure of their Nets in length and in bredth: [o] Vide L'Ad- [o] as may be feen by the Statutes of fundry Nations, Vid. statuta Anglia.

And especially therefore it is agreed of long time sithence, by the Sea-Farces on the Forth of Scotland; [p] First, that no ground-drass or drag-net be set before March, nor upon deeper Water than sourteen sathom.

Item, That none shall lye to their Neighbous when he shall be asked concerning the length and depth of his Tew, when he is in driving: neither yet wittingly and wilfully to fuffer his Tews and Nets to flit, and run over one another, under the pain of ten pound for every transgression of the premised Articles.

Item, Above all, that from the Sun-set on Sunday, no man lay nor hale Nets or

great Lines, or exercise any labour under the aforesaid pain.

Item, For the further incouraging of Fishers in the West and North Isles of Scotland, there is a Statute that no other Customs be fought of the Fishers in the said Isles, but only the Kings Customs, under the pains due to manifest oppressors against

[9] Mar.p. 6.c. them who exact the fame. [q]

Lastly, Concerning Fishers, and Traffickers with Fishes, it is ordained, that not only all Fish slain and taken neer to the Coast of Scotland be brought and present [1] Facob. 5.7. ted to the Market places where the takers or flayers thereof dwell: [r] But also all Fishes taken in the North or West siles or Firths, to be brought directly to the Towns where the Fishers dwell (that the need of the Country may be first ferved) [s] and presented to the Market places: From which none may carry them [s] fac.6.p.4. away to pack and peil, but only betwixt the hours of eleven and two in the afternoon, under the pain of Confiscation. In which Markets it is lawful to the Provost and Bayliffs to set down prices, and to compel the packer and poiler to sell again for the need of the Lieges. [r] Which being done, they may transport the remainder where they please [u] And in case they contemn, then [1] Fac.5.p.7. [x] Fac.6. p.6. their Fishes to be escheate, two parts to the King, and the third to the Magic. 86.
[y] Fac. 5.p.4. Itrate. [x]

Likewise, concerning the barrelling of Fishes, it is ordained, that the Measures prescribed of old shall be kept: Videlicet, each barrel of Herring, or of white ray: preferring of old limit be kept. The preferring of the limit be kept. The preferring of the limit be kept. The preferring of the Barrel of Salmon, of fourteen Gallerge, 276.

[a] $\mathcal{I}_{ac,3,p,10}$, in the Packer, and of five pound to be lifted from the Couper. [a] And thereof from the Packer, and of five pound to be lifted from the Couper. [a] And the preferring of the trial and gaing thereof [b] Jac.3.9.14. therefore Hoop-Irons to be made in each Town for the trial and gaging thereof.

[b] Vid. statuta Anglia. Tit. of Fishing; in the Abridgements.

CHAP.

CHAP. XXVII.

Of the Community and Propriety of the Seas.

Aving of late seen and perused a very Learned, but a subtile Treatise, (incerto Authore) intituled Mare liberum, containing in effect a plain Proclamation of a Liberty common for all of all Nations to Fish indifferently on all kind of Seas, and consequently, a turning of undoubted Proprieties to a Community; as the Fifth Chapter thereof at large discovers, (wherein the unknown Author protesteth, that he may for his Warrant use the Authority and Words of such Old Writers, as have been efteemed most mighty in the understanding and judging upon the natural Condition of things here below) and the Discourse being covered with the maintenance of a liberty to fail to the Indians, I thought always expedient by occasion of this argument of Fishing contained in my former Title, by Gods Grace, to occur thereunto, as manifestly direct, at least im my weak fight) tending to the prejudice of my most worthy Prince and his Subjects; and that not only by Arguments derived from the first Verity of the nature of things, but also from his own Proofs, Warrants, and their Authors.

And yet before I go any further, I cannot pass the Author his ridiculous pretence, in both Epistle and beginning of his Discourse; as for a liberty only to sail on Seas: A thing far off from all controversie, at least upon the Ocean; especially, since passage upon Land, through all Regions Christian, is this day so indifferently permitted to all of all Nations, even to Turks, Jews, Pagans, not being professed Enemies; and therefore much less to be restrained on Sea in all respects. So that I cannot but perswade both my self, and other Loyal Subjects, that the said pretence is but a very pretence: And so much the more to be suspected as a drift against our

undoubted right and propriety of Fishing on this side the Seas.

Now remembring the first ground, whereby the Author would make Mare liberum, to be a position fortified by the opinions and sayings of some old Poets, Orators, Philosophers, and (wrested) Jurisconsults, that Land and Sea, by the first condition of Nature, hath been, and should be Common to all, and Proper to none: Against this I mind to use no other reason, but a simple and orderly reciting of the words of the Holy Spirit, concerning that first condition natural of Land and Sea from the very beginning; at which time, God having made, and fo carefully toward man disposed the four Elements, two to swim above his head, and two to lye under his feet: That is to fay, the Earth and Water, both wonderfully for that effect ordered to the up-making of one and a perfect Globe, for their more mutual fervice to mans use: According to this, immediately after the Creation, God faith no man, (a) Subdue the Earth, (a) Gen. 1.28 and rule over the Fish; which could not be, but by a subduing of the Waters also.

And again; after the Floud, God saith, Replenish the Earth: (b) and for the better (b) End.c.9.v.t. performance hereof, God, in his Justice against the building of Babylon, scattered mankind over all the face of the Earth; (c) therefore is it that Moses saith, (d) These (c) Endout. v. are the Isles of the Nations divided in their Lands. So that hereby is evident that things (d) Educio. v. here done are not so naturally too common; fith God the Author of Nature is also as well Author of the Division, as of the Composition: And yet howsoever, in his justice as is faid, yet in his mercy also and indulgent care for the welfare and peace of man- (e) Ulp Laui nekind. For those are sentences both vulgar and sure, set down by the koman juing quissibilities. consults, (e) Communio parit discordiam. Quod communiter possibilities, vitio naturali qui subtutes. (f) Lapater. kind. For those are sentences both vulgar and sure, set down by the Roman Juris- que. de reb. cor. negligitur. Habet communio rerum gerendarum difficultatem. (f), Afterward, the Earth, by the infinite multiplication of mankind, being largely re- mè de leg. 2.

plenished

plenished, and therefore of necessity thus divided, and things upon the Earth not fusficient for the necessaries and defires of man in every Region, followed of force the use of trading upon the Seas; not only for the ruling of the Fish therein, according to the Commandment given by the Creator at the beginning, but also for transporting of things necessary for the use of man. For the which, and other causes abovementioned, the Waters became divisible, and requiring a partition in like manner with the Earth; according to that of Baldus: Videmus, de jure gentium, in Mare esse regna distincta, sicut in terra arida.

(g) Adlegem. de rer. divif.

And thus far have we learned, concerning the Community and Propriety of Land and Sea, by him who is the great Creator and Author of all; and therefore of greater Authority and understanding than all the Grecian and Roman Writers, Poets, Orators, Philosophers, and Jurisconsults, howsoever famous: Whom the Author

of Mare liberum protests he may use and lean to without offence.

Now, sith the weakness of this his first and principal ground doth this way appear; (g) 1. Officior. let any man judge upon the truth of that which Cicero (his man) fets down, (g) Sunt privata natura nulla; and likewise of all other his Authors their opinions, for the fortification of an original Community of things.

It followeth to examine the chief Warrants of Mare liberum; and to consider, how far they may bear forth to a common liberty for Fishing on all Seas in-

differently.

The Author cites Ulpian, a renowned Jurisconsult indeed, and Martian their sen-(h) Pagina 25. tences, alledging (h) that Vlpian should say, (i) Ante ædes meas aut prætorium ut (i) L. injuria-rum. parogult. piscari aliquem prohibeam, usurpatum quidem est, sed nullo jure, adeo ut contempta ea u-est parags squis surpatione, injuriarum agere potest. Sc. prohibitus. That is to say, if I should forbid any man to Fish before my House, he may mis-know such an usurpation, and intend action of injury against me for a wrongful staying him from Fishing there.

But as I read, (k) Ulpian his words are thus, Sunt qui putant injuriarum me agere

(k) D. parag. fi

de injur.

posse: That is, there are men who think I may intend action, &c. It is true also, that, Martian saith, Nemo ad littus piscandi causa, accedere prohibetur. (1) And yet (1) L.4.de rer. divis. neither of these two Jurisconsults pronounceth absolutely in these cases, but upon another higher Warrant: And therefore Ulpian adds, Sapissime rescriptum est nec (m) D. paraz fi piscari, Sc. prohibere posse. (m) That is, it is by writ most often answered, Sc. Which quis in fin.

Marting expounds most clearly when he saith. Nemo initure addition maris miscardi Martian expounds most clearly, when he saith, Nemo igitur ad littus maris piscandi

divif.

causa accedere prohibetur; and subjoyns his Warrant, Idque Divus Pius piscatoribus Formianis rescripsit: (n) That is, No man is sorbidden to come to the Sea-side and (n) D.l.4.de rer. Fish; as the Emperor Divus Pius did write to the Fishers of Formian. So that you fee the Emperors to have been Warrants to these Lawyers, and their written

Opinions, concerning the Voyage of the Sea.

Now, to pass the Propriety which hereby we see these Emperors did claim on the Seas, I ask first, To whom did the Emperors write such resolutions? Was it not to the professed Subjects of their own Empire? And what? Even the usage of the Seas, and Coasts of their Empire, to be indifferently common to every one of their own Subjects: And how? Jure gentium; that is, according to the Law kept

by all other Nations, to every one of their own Nation in like cases.

Moreover, albeit these and other Roman Lawyers pronounce so, concerning the Community of the Sea-shoar, and Coast, that private men may build Houses within the Floud-mark, and appropriate them to themselves, according to that which Neratius writes, Quod in littore quis ædificat, ejus fit : (0) That is, what a man builds on Shoar, it becometh his own; yet upon this condition, Tamen decretum Pratoris (p) Lquamvis. adhibendum est ut id facere liceat, saith Pomponius: (p) That is, providing the Præde acquer.dom. tor his decree be interponed thereunto; or that the Prince give grant, as Ulpian writes; (q) Vel ut princeps concedat. As for the remnant of these sorts of Warrants alledg'd for Mare liberum, fith they fing all one Song for the common use to the People, and propriety to the Prince, if men will but only mark them; I need not flay further upon them. So that every man may fee the use of the word commune, and the mean-

(o) L quod in linore. de acq. rer.dom. parag.quodetsi Quod vi aut clam.

ing of fure gentium among those Lawyers, whereupon this Mare liberum appears so to be founded that it cannot be shaken. For, commune, there is nothing else but publicum, quasi populicum; signifying a thing common for the usage of any of one fort of people, and not for all of all Nations: According to that of Modestinus, Roma' communità patria est. (r)

Neither yet doth that word, Jure gentium, mean any Law fet down by common municipal. Consent of all Nations; but only notes the example of the Law, or custom of other Nations: As if they would fay, the liberty of Fishing on our Seas, and of other doing there and at Shoar should be common to every one of the Roman Empire, like as the fame is common to all of all other Nations on their Seas, and their Shoars,

Likewise, that Ob Placentinus, Quod mare sit in nullius bonis, nist solius Dei: That is, also the Lords of the Sea; and to tay we will mig Davia, that the Lards of Faber (t) Mare effe in primare jure quod omnia erant (s) Pfalm (b) Ad parage.

(c) Ad parage lit. torum inft.

And these are the Authors and Warrants, whereupon Mare liberum insers his Con-derer division ciusion; Demonstratum igitur néc populo, nec privato jus aliquod in mare competere posse, qu'un occupationem, nec natura, nec publici usus ratio permittat. (u) Which, how it fol- (u) Pag. 28. loweth upon the premises, let men judge; sith neither these his Authors make for him, neither yet the Reason inserted in the conclusion bears out; which is, Quim occupationem nec natura, nec publici usus ratio permittat: That is, neither nature, nor the common need, suffers the Sea to be acquired in property to any occupation.

For answer, First concerning the nature of the Sea, as supposed impossibly occupable or acquirable: Is this fo thought, because the Sea is not so solid, as is the Land, that men may trade thereon, as upon Land? Or that it is continually flowing to and fro? Surely, that lack of folidity, for man his trading thereon by foot, shall not hinder the folid possession of it, far less the occupation and acquiring, if we will give to the Sea, that which the Jurisconsults indulgently grant to the Land, which also cannot be denied. Paulus the Jurisconsult saith, (x) Qui fundum pos- (x) Int.possible sidere velit, non utique omnes glebas ejus circumambulet, sed sufficit quamlibet partem vi. de acquir. ejus introire, dummente & cogitatione hac sit ut totum possidere velit usque ad terminum: That is, it is not needful for him who would posses himself in any part of the Land, to go about and tread over the same; but it is sufficient to enter in upon any thereof, with a mind to possess all the rest thereof, even to the due marches. And what can flay this to be done on Sea, as well as on Land? And thus far concerning the folidity.

As for the flowing condition of the Sea, howfoever it be liquid, fluid, and unstable in the particles thereof, yet in the whole body it is not so: Because it keeps the prescribed bounds strictly enough concerning the chief place and limits Pfal. 104.9.

thereof.

Which discourse gives us occasion of force to answer to a scoff cast in by the Author of Mare liberum, concerning the possibility also of marches and limits, for the division of the Seas: (y) Mundum dividunt (faith the aforesaid Author of Mare liberum) non ullis limitibus, aut naturà, aut manu positis, sed imaginarià quadam (y) Pug. 31. linea: Quod si recipitur, & Geometræ terras, & Astronomi cælum nobis eripient: That is, they divide the World, not by any marches, put either by nature, or by the hand of man, but by an imaginary or fantastick line: Which kind of doing being embraced, the Geometers may steal away the Earth, and the Astronomers the Heavens from us.

. It is true, that there are not, in every part of the Sea, Isles sensible, (as Gernsey is to England in the narrow Seas) or fands (as the Washes at the West Seas of England) nor Rocks, or other eminent and visible marks above Water, for the designation nation of the bounds (or laying out limits) of the divisible parts thereof: But GOD, who is both the Distributer and first Author of the division and distinction of both and Land Sea, hath given an understanding heart to man for the same effect. as well as for all other necessary actions wherein he hath to imploy himself: So that to a very wonder, God hath diversly informed men by the helps of the Com-

(r) L.Roma. ad

pals, counting of courses, sounding, and other ways, to find forth, and to design nnium in infinito; so far as is expedient for the certain reach and bounds of Seas.

properly pertaining to any Prince or People.

(z) In feet nu'lius in traciat.

com. divid.

Which bounds Bartolus (2) hardily extends and allows for Princes and People at the Sea-fide, an hundred miles of Sea forth from their coasts, * at least; and * Per. I. notio- jully, if they exercise a protection and conservancy so far: And this reach is called non develo. By the Dottors, Districtive marie so territorium (a) It is true. Political to by the Doctors, Districtus maris, & territorium. (a) It is true, Baldus (b) e-Sie (a) Gloff, int. Accmeth potestatem, jurisdictionem & districtum, to be all one.

ubi perseulum. To conclude then, fince Papinian writes in finalibus quastionibus vetera monumen.

parag, porio de electromb.lib.6. ta sequenda esse; (c) what more evident monuments for our King his right in the (b) Mafirefia- narrow Seas, than these Isles of Gernsey? &c. And for the Eastern Seas, direct from mentam. de Scotland, what is more anciently notorious than that Covenant betwixt Scottsh-orst. This men and Hollanders, concerning the length of their approaching toward Scotland

> And thus far through occasion of answering to that alledged impossibility, of acquiring the Sea by occupation, because (as would appear) of the unfolidity thereof, for any foot-treading. It rests to touch the other cause natural, for that other

by way of Fishing?

impossibility, which may be the continual flux and instability of the Sea; in such fort, that it would appear not aye to be one and the felf fame body, but dayly changeable. For answer, I must remember that which the Jurisconsult sets down so pretainly: (d) Suppose (says he) a certain Colledge of Judges, or a Legion of Soulmebatur-de jud. chers, or the particular parts of a Ship, or of a mans Body, should so continually and often be changed and altered, that none of that first Colledge or Legion could be found alive, nor yet any part of the Ship or Body could be so certainly demonstrate, that it might be affirmed for the very same that it was at the first; yet if

that Colledge or Legion be in number full, and the Ship or Man whole and able in all the frame, they shall be accounted and esteemed not to be new, but to be the very fame which they were at the beginning: Even fo, however the Sea many ways and hourly changes, in the small parts thereof, by the ordinary rush on Land, mixture with other Waters, swelling in it self, exhalation and back Receipts thereof by rain; yet fince the great Body of the Sea most constantly keeps the set place prescribed by the Creator, I see not in this respect neither, wherefore the nature of the Sea should not yield to occupation and conquest. And thus far concerning

Mare liberum his last and great Conclusion, against all appropriation thereof by People or Princes. I call it his last great Conclusion, because of other two passing before, whereof the first is this; Mare igitur proprium alicujus fieri non potest, quia natura jubet esse commune: (e) And for what reason? Even because Cicero, Virgil,

and Plautus have faid fo. To whom I could also affent concerning the great, huge, and main body of the Sea. His next Conclusion is this; Est igitur mare in numero eorum quæ in commercio non sunt, hoc est, quæ proprii juris sieri non possunt: (f)

That is, The Sea to be of that order of things, which cannot be appropriate to any man. His warrants for his Conclusion also are the Roman Lawyers, whom I said to be wrested by Mare liberum; and therefore must shew the same, contrary to his purpose indeed. Martianus, (g) as the Author of Mare liberum largely grants,

(b) faith, that if any private man have himself alone, by any lawful space of rime sufficient for a prescription, keep and exercised Fishing in any creek, or nook

of Sca, which they call Diverticulum; he may forbid all others to Fish therein:

(i) Lprescrip- Which Papinianus (i) also confirmeth. The which, as I accept, so I would further demand of him; By what reason should a private man, who hath no other care nor respect but to himself alone, be thus priviledged and preserved to a Prince? Who not for himself, but for his People also in common, yea, and for the fafety of all traders passing his Coasts, with great charges and care protects and conserveth the Seas neerest unto him: Shall not this Prince be acknowledged, at least with the good which that Sea, conferved by him, offers fo directly to him? And I pray

you fay, What less authority had Lea than the rest of the Roman Emperors, to

(e) Pag. 21.

(t) Pag. 25.

(2) L.li quif-quam diverf.G comp pr.sferip.

grant to every one in particular, having possessions at the Sea-side, as much of the Sea as was neerest against their Lands, (k) with the Fishing thereof? What then, (k) Novelconft. shall not Princes be equalled, in these cases, with Subjects? Or rather, have not 102,103. all Princes a like right and power within their own Precinct and Bounds, as these Roman Princes had?

But now to draw neerer to the chief point of our purpose, and so to the end thereof: As I accepted Mare liberum his former large Grant, fo now alfo I do more heartily embrace the next, which is this: When after these his Conclusions, he had faid in tanto Mari siquis piscatu arceret, insanæ cupiditatis notam non essugeret: (1) he (1) Pag. 30. subjoyns according to that of Cicero, (m) Quando sine detrimento suo quis potest (m) Off. 1. alteri communicare in iis quæ sunt occupanti utilia & danti non molesta, quid ni faceret: and subjoyns afterwards, (n) Ec si quicquam eorum prohibere posset, putà piscaturam, (n) Pag. 33. quà dici quodamodo potest pisces exhauriri: That is to say, if the uses of the Seas may be in any respect forbidden and staied, it should be chiesly for the Fishing, as by which the Fishes may be said to be exhausted and wasted; which dayly Experience these twenty years past and more, hath declared to be over-true: For whereas aforetime the white Fishes dayly abounded, even into all the Shoars on the Eastern Coast of Scotland; now (forfooth) by the near and dayly approaching of the Buss-Fishers the sholes of Fishes are broken, and so far scattered away from our Shoars and Coasts, that no Fish now can be found worthy of any pains and travels; to the impoverishing of all the fort of our Home-Fishers, and to the great damage of all the Nation. Whereby, I fee at last the Author of Mare liberum not so addict to ferve any mans particular defires, as to answer (forfooth) to his Profesfion of the Laws, that is; to allow the proper right for every Man and Nation, (o) In Linglista. and to hurt none; according to the three general precepts of all Laws, fet down (p)Paragjurif. by Cajus, (o) and after him by Tribonianus: (p) Honeste vivere; alterum non pracepta de lædere; & jus suum cuique tribuere: Whereof the second tries and rules the rest, sust. (g) Luneno do according to the vulgar faying out of Pomponius, (q) Neminem debere cum alterius regjur 3.11, damno locupletari: And that of Tryphonius, (r) Ex aliena jastura lucrum haurire non de cond. indeb. oportet. And therefore I would meet him with his deserved courtesie; even to projure doc. claim Mare liberum also: I mean that part of the main Sea or great Ocean, which (r) L. rescription. is far removed from the just and due bounds above mentioned, properly pertain. tumde diffue ing to the nearest Lands of every Nation. Atque ita esto mare vastum liber. pig. rimum.

C H A P. XXVIII.

1 , 1 , 1

Of Warfare Ships, and of the Captains and Companies thereof.

ND fince we have written above of priviledged Ships, (a) amongst (a) Chap. 22. which the Warfare-Ships of Princes are first and chief, and somewhat of the Conservancy of the Seas, in the last Title; I cannot here pass the Warfare-Ships unmentioned, albeit not in such large manner and measure as their imployment now adays requires. As for the matter fit for their building, and things necessary for their forth-setting and pre-paration to Sea, I must refer the same to Julius Ferretus, and to Vegetius, who

have written largely thereupon. Some touch I have here subjoyned, in the last Chapter of this Book, concerning the materials; as likewise somewhat is permitted concerning their priviledges, in that Chapter of Priviledged Ships. Therefore would I here fet down (but very briefly) something concerning the Captains, Commanders, and Companies of the Prince his Warfare Ships, the Graces and Ver-

tues required in them, with their Duties, Powers, and Preferment.

Captaines of Princes Warfare Ships should be men, First, fearing God, because they must continually walk in the midst of the wondrous works of God. Next. they should be Stout, Hardy, and Couragious. Thirdly, Vigilant, Diligent, and Careful; and therefore very temperate on Sea: (b) Especially, because their (b) Ferretus. imployment, as it is full of hazard and danger, even so are their occasions and opportunities sudden and momentary. Therefore their Commandment and Power over their Company, not only surpasseth the Power of Masters and Commanders of private Ships, but also that of the Captains on Land; and therefore their Honour and Estimation every way higher also, because of their greater Charge, Care, and Hazard. Their Duty toward their Company, is First, that they chuse such (c) Per. l.4. de as be free from Hainous and Scandalous Offences. (c) Next, that they suffer none of their Company to be idle, but to punish as well the Sluggard as the (d) Per.l.6 god. Rebellious: (d) Yea, even those who are irreverent towards them; (e) and (e) Per.l.13. again, should with all loving care see to the due food of their Company. hear their mutual plaints, hold them in Peace by all Obedience, visit, refresh, and (f) Per. 1.12. with all helps comfort the Hurt and Discasced. (f) As for the Captains their other Duties to the Prince and Admiral, with their own priviledges, they are all gathered out of old Customs, and at large set down in that Book called L' Admiral de France.

Of Water-men and Ferriers.

(a) Per.l.1 . parag. si furt. ad-vers. naut. (b, L. 1. & l. lic. (c) Fac. 3.par.

Erryers and Water-men are bound to serve all true Lieges for their due fare; (a) so that they may be compelled thereunto: (b) and most justly, because it was in their own hand and power from the beginning to give and apply themselves to that calling and trade, or not. And if therefore they fail, it shall be, according to the Law of Scotrun. C. de na- land, a point of dittay or inditement against them in the first Justice-Court: And Chitica de public. (c) except they can alledge a just cause; as, of seud or hostility.

> Item, It is ordained, for the easier Boating and Landing of Men and Beasts. that Ferriers make, and have ready, fit and convenient Bridges, or else to lose their Boats. (d)

(d) Fac. parl. 31.0.20.

13.6.95.

Lastly, Ferriers and Water men are no less bound, than Skippers and Masters of Ships, to render again whatever they receive to be carried within their Boats. (e)

naut, caup.

But concerning their ordinary fares and hires, it is neither needful nor expedient in this place to recite the divers Statutes made thereupon; because that first they are at great length set down in the Statutes of England and Scotland: Next, because their fraughts have been, according to the rate of times, changed and altered even to the triple, as especially in Scotland. (f) So that now also, according to (f) Vide ast. the condition of this time, their portage, fraughts or fare, may be of new con. Fac. 3. parl. 3. fidered by his Majesty, or Admirals, according to the quality of the Boats, and c.61. Maria. the space of passage and time, either shorter, longer, or hazardfuller, during their parl. 5.c.21. fervice; but with a due Proviso, for the repressing of their rude and uncivil manners. For truly, if the Roman Jurisconsults might of old by any reason call Mariners, in general Pessimum genus hominum, (g) (which in these later days for the (g) Vide cap, most part is amended, partly through Christianity and civil conversation; and naut caup. and capsium and capsium and capsium and capsium adversatily by good Laws, (Praise be to God) then may we now use that same still, at partly by good Laws, (Prane be to God) then may we now are that fame tall, at least against the most part of Water-men and Ferriers; as requiring to be refor- * Secund. 1.3.

naut. caup. med, or at least by correction repressed.

CHAP. XXX.

Of Shipwrights.

O Conclude this Treatife, there remaineth a special fort of persons to be considered and respected, as the Forgers and Framers of the instrumental causes of all Sea-Faring; to wit, Shipwrights, and Builders of Ships or Boats, called by the Romans, imitating the Grecians, Naupegi: And by the Italians, following the later Grecians, Calafatti, as is above described; [a] and therefore subject to the jurisdicti- [a] Cap. 6. on of the Admiralty [b] as accountable to the Admiral and his Judges, as access [b] Per diploms for ics of Sea-Causes, for their skill, diligence, and dutiful discharge in every readmiration, uspect, by a frame not only likely and comely, but a work also strong, tight, and trivique regni. durable: Or else they must undergo the pains of the Law, called Lex Aquilia; that is to fay, all costs and scath hapning by their unskilfulness, or whatever other fault or amiss. [c]

And therefore, First touching the materials, they should not only furnish the L. Aquil. same good and sufficient, but also, if the furniture pertain not to them, they must refuse to take from the furnishers bad and unmeet gear and stuff for the Work. [d] As for example, Aller, Beech-Trees, and such like brickle and naughty [d] Per. l. 2. de Timber for Salt-water, or for the Seas. Neither should they put green Timber in maut. frm. S Work; but ought to foresee if they can, that their Wood be cut down either at de re militar. the wane of the Moon, and in the deep of Winter, or at fuch time as experience declares Wood to be most solid and durable. For Timber cut at the contrary times, is commonly full of moysture; and therefore being afterward dried, becomes clung, and open to receive water.

The like care and skill is required in the Iron, and all other necessaries, to the end that the Works may prove strong, durable, right, and comely. This being done, it resteth to consider their Hires and Fees: Which because they ordinarily depend on the Conditions agreed upon with the party, which commonly is cavelled withal before a full performance of their Work, upon furmifes and quarrels;

therefore to occur to all fuch doubts and differences, the contracts of fuch bargains of the Admiral flould be after the example of other Sea-Faring dealings, made before the Admiral rals Deputy, or Judge, and registered in their Books. [1]

[1] Vide de off. Last of all, as Shipwrights were of old, [e] so are they also of late, forbidden, adm. Am. [f] under pain of Treason, to Communicate their Skill and Art to Enemies and [s] Vide c. de Barbarous People.

[8] Vide c. de Barbarous People.

[8] Likewise, they are forbidden (as are also all other Societies of Handy-craft.

DD. Likewise, they are forbidden (as are also all other Societies of Handy-crafts-

Hipe, or to receive excessive Wages. [b]

2. 3.X.X.

38 Shipmi jins.

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The first section of the section of

ADVICE

Concerning

BILLS

OF

EXCHANGE.

Wherein is fet forth

The Nature of Exchange of Monies, several forms of Bills of Exchange in different Languages, manner of proceeding in Protest, Countermand, Security, Letters of Credit, Assignment; and generally the whole practical part and body of Exchanges Anatomized.

With two exact TABLES of New Stile and Old Stile.

By JOHN MARIUS publick Notary.

The Fourth Edition, very much enlarged and corrected by the Authour.

The like never before Published by any.

LONDON,

Printed for Robert Horne at the South-entrance of the Royal Exhange in Cornhill, 1684.

TO THE

READER.

N the year 1651. I put forth a small Treatise concerning B.lls of Exchange, which having found good acceptance by all in whose hands it came, (that ever I could hear of,) and being fince much folicited by fome to enlarge upon that Theme, that I might be ferviceable in my generation, and for the more general good of all, I have yielded to their desires; for whereas I did in the first Impression mention onely fome Customs of Merchants concerning Bills of Exchange, I have now in this fecond not onely comprifed what was formerly handled, and fomething enlarged upon the same, for the better understanding thereof, but also added very much in fetting down the nature of Exchange, the feveral denominations and kinds thereof; the Pair of some Countries, the proper appellations and names of those persons which do negotiate by Exchange, how many persons are therein active, divers Cases propounded and resolved, Objections anfwered, to know when any Bill will fall due, Monies taken up by Letters of credit, two perfect Tables of the just day from New stile to Old stile throughout the year, which may serve as an indifferent Judge between party and party, and full directions almost in all cases that may happen in Bills of Exchange, utefull as well to the Merchant-man, as to the Notary and others, for I have in a manner gone through the whole body of Exchange; As for Attachments, and fome few other cases on Bills of Exchange, I have purposely omitted, lest I should give occasion to any turbulent spirit to make contest where none need; The right dealing Merchant doth not care how little he hath to doe in the Common Law, or things of that nature; neither have I herein fet down feveral instances of exchanges of one Town or Country with another, to shew what the parcel will amount unto with the exchange from one fort of Money or species to another, in regard the same hath been already published by divers, especially by Mr. Lewis Roberts in his Map of Commerce, printed in the year 1638. but I have given my advice in the practical part of Exchanges,

To the READER

Exchanges, according to the Custome of Merchants used in England; And I have generally backed my advice with some reasons, which amongst wise men is esteemed more prevalent than Law it self; I dare warrant the proceedings of any that shall walk after this my advice to be good and justifiable by the Law of Merchants, but I think I need not hang a bush, if the palate be right, I know the wine cannot be disrelished; It is the Crop of sour and twenty years experience in my imployment in the Art of a Notary publick, which I am, and do yet practise at the Royal Exchange in London both for Inland and Outland Instruments. Reader, let not one perusal suffice thee, this labour is mine, the gain will be thine, I am but the Adviser, be thou the Advised by

JOHN MARIUS.



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ADVICE

CONCERNING

Bills of Exchange.

Exchange Excellent and Necessary.

XCHANGE is by some held to be the most mysterious part of the Art of Merchandizing and Traffick, being grounded upon Custome and Experience; and the Necessity and Commodiousness of EXCHANGES is seen, in that it hath sound a general allowance in all Countries time out of mind, and yet is maintained with the general consent of all, for it prevents the danger and adventure of carriage of Mo-

nies from one City or Country to another.

And this is done onely by two or three lines written on a small peice of paper, termed, A Bill of Exchange; which is so nobleand excellent, that though it cannot properly (as I conceive) be called a specialty, because it wanteth those formalities which by the common-Law of England are thereunto required as seal, and delivery, and witnesses; yet it is equivalent thereunto, if not beyond, or exceeding any specialty or bond, in its punctuality and precise payment, carrying with it a commanding power, though directed from the Servant to the Master; for if by him accepted, it concerneth him every whit as much to see it be paid with honour at the time, as the Servant can delire, or the party to whom it is payable can expect, in regard the Acceptors Credit lieth at stake: And if he fail of payment at the precise day, presently there will issue forth a Protest, which may tell tales, and soon make a Dilemmain his Commerce; for he must not expect to continue his Credit long, that doth not pay his accepted Bills at the time appointed, and besides his own, his Servant or Friend, the Drawers Credit will also be wounded; besides the charges which are incident thereunto, and unavoidable payment of Principal and Charges at the end, if the party or parties are able; for both Acceptor and Drawer are bound untill payment, as shall be more particularly showed in this ensuing Treatise: Thus much in general, for I love not to spend more words than need, or to tell a large story to little or no purpose.

Exchange what it is.

REAL Exchange, is nothing else, but to give or take up Money in one City or Town, to the end to have again, or to restore the just value thereof in Money in another Town, according to the price which shall be agreed upon between the taker and the deliverer, to allow or pay for the Exchange of the Money, and the loss of time, which will be from the time that the Money is taken up or delivered, untill it be restored or received again.

Inland and outland Bills all alike.

ND by this it appeareth, That a Bill of Exchange which shall be made A for Monies taken up at Edenborough, York, Bristol, Exon, Plymouth, Dover, or any other part of England or Scotland, and payable at London, is in all things as effectual and binding as any Bill of Exchange made beyond the Seas, and payable here in England, which we use to call an Outland Bill, and the other an Inland Bill, both the Inland and the Outland being made for Moniestaken up by Exchange: And Exchange of Monics being a thing which may be done as well from one Town to another, as from one Countrey, Kingdom, or Nation to another, it must needs be, that the Bills of Exchange which shall as well be made at one part as at another (I mean Inland and Outland) ought to be esteemed of equal worth, and the custome of Merchants on both equally observed; howbeit Mr. John Trenchant in his Book of Arithmetick Printed at Lions in Anno 1608. faith, that an Exchange made in the same Realm, as from Lions to Paris, is not real, for that the real Exchange is appointed onely for Exchange between Towns in subjection unto divers Lords, who do not allow Monies to be transported out of their own Territories, or because the Monies from one place are not conveyed to the other without great loss.

Four Persons to make an Exchange and how called.

Rdinarily there are four Persons requisite to be imployed in the taking up or remitting any parcel of Money by Exchange, (befides the Broker which doth procure the parcel) as namely, two at the place where the Money is taken up, and two at the place where the Money is payable. 1. The party which doth deliver the Money by Exchange, whom we use to call the Deliverer, or the Giver, (and the French, le banquieur,) because there are which do keep a stock of Money onely to Negotiate by Exchange (as our Usurers do Money to deliver at Interest although these Bankers will as well take up as deliver Monies by Exchange. according as they see it most advantagious unto them, by the rise or fall of the price of Monies by Exchange. 2. The taker or party which doth receive or take up Money by Exchange, and this party we usually call the Drawer, because he may be said to be the chief occasion of the draught of those Monies from one place to another by virtue of his Bill of Exchange. 3. The party which is to repay the Money, or he upon whom the Bill is drawn, or to whom the Bill of Exchange is directed. And fourthly, The party to whom the Money ismade payable, or he to whom the Bill is sent to get accepted, and to receive the Money when due according to the Bill. So that by setting down these four parties, and what use there is of them in Exchange of Monies, it is apparent, that there must be a correspondency and familiar acquaintance held between the party which doth deliver Monies by Exchange, and he to whom the same is made payable; and the party which doth take up Monies by Exchange, and he on whom the Bill is drawn.

Three Persons to make an Exchange.

DUT sometimes there are but three persons needfull in the doing a parcel of Money by Exchange; as First, the Taker; Secondly, the Deliverer; and Thirdly, the party on whom the Bill is drawn. First, the Taker, he makes and subscribes a Bill of Exchange for so much Money by him received of the Deliverer; Secondly, the Deliverer, he orders the Bill to be made payable to himself, or Assigns for the value of himself; and Thirdly the party that is to pay the Bill; for the Taker he directs the Bill to his Friend, or Servant to pay the same. Now this way of Exchange is very usefull, according as occasion

casion may be. For suppose I were to go from London to Plymouth, there to imploy some Monies in the buying of some Commodity; I deliver my Monies here in London, to some body who giveth me his Bill of Exchange on his Friend, Factour, or Servant at Plymouth payable to my felf; so I carry the Bill along with me, and receive my Money my self by virtue thereof at Plymouth.

Another way, wherein onely three persons are needfull in the Negotiation of Monies by Exchange: namely, First, the Drawer. Secondly, the party on whom it is drawn. Thirdly, the party to whom it is payable. First, the Drawer having Monies in his hands belonging to the party to whom he orders the Bill to be paid, doth make a Bill of Exchange himself, consessing the value received in his own hand. Secondly, charging it on his Friend, or Factour. payable to the party to whom he was indebted. There is yet one way more, wherein Monies may be remitted by Exchange onely with the help of three persons. 1. The Taker; 2. The Deliverer; 3. The party to whom payable. As thus: If I were at Dartmonth, or Exon, and intended to come to London, I would take up Monies by Exchange at Dartmouth, or Exon, and subscribe Bills of Exchange for the same, confessing the value received of the Deliverer, directed or drawn on my self, payable to whom the Deliverer should appoint in London.

Two Persons to make an Exchange.

Ikewise a parcel of Money may be done by Exchange between two perfons: First, the Drawer, and Secondly, the party on whom it is drawn; the Drawer he makes a Bill of Exchange payable to himself, or order for the value in himself, and subscribes the Bill, and directs it to the party that oweth him Money, and is to pay it by Exchange, by which Bill (when the party on whom it is drawn hath accepted it) he becometh debtour to the Drawer, and he, before the Bill sales, doth Negotiate the parcel with another man, and so draws in the Money at the place where he liveth, and makes onely an Assignment on the Bill, payable to him of whom he hath received the value. The usefulness of staming Bills of Exchange after these several forms beforementioned, will be found out according as each man's occasion shall present in his Trade and Commerce by Exchange, which is so necessary, as that there is scarce a Merchant but at some time or other, one way or other, doth either receive or pay Monies by Bill of Exchange.

All these manner of Exchanges before mentioned are termed Real Exchange,

because it is a thing really done, and the Money really Exchanged from one

place to another.

There are other Exchanges of Monies, so called (but improperly) as Dry Exchange, feigned or imaginary Exchange, and small or petty Exchange.

Dry Exchange.

R Y Exchange, is, when I, having occasion of Monies, desire a Banker to lend me 100 l. at Interest for a certain time; the Banker unwilling to deliver at Interest, offers me 100 l. by Exchange for Amsterdam, whereunto I agree; but I having not any correspondence there, the Banker bids me make my Bills of Exchange for so much Money to be paid at double or treble usance at Amsterdam, by any imaginary body, at the price the Exchange shall there go at, which I do; the time being run out, comes a Protest from Amsterdams for non-payment, with their Exchange of the Money from Amsterdam to London; All which with costs I must repay him here in London for the Money he lent me.

Feigned Exchange.

Eigned Exchange, is when I owe a Banker Monies, and have no Money at present to pay; I desire time, the Banker grants it me; But I am bound to pay him his Money by Exchange at the time at Roan, yet we are agreed between our selves, that if I pay it him here in London at the time, then I am free, o herwise I am bound as above. In the interim, the Banker writes to his Friend at Roan, that against such a time he do send him from thence a Bill of Exchange for the like Sum; Feigning that he oweth it him there. After the time is expired, comes a Bill of Exchange from Roan, to pay here so much as he owed there, with the rechange; all which the Banker puts to my Accompt, all which the Banker per our Agreement will force me to Pay in case I do not pay him here at time agreed upon.

Petty Exchange.

DEtty Exchange is the changing of one fort of Money for another, as to Exchange 20 s. in Silver, for 21 s. in Brass or Copper Farthings, and the like. But these three last mentioned kinds of Exchanges, I intend not to infist upon in this ensuing Treatise, in regard they are not so commendable as the Real Exchange, nor (as I conceive) much practised in these parts.

Pair.

Pair (as the French call it) is to equalize, match or make even the Money of Exchange from one place with that of another place, when I take up to much Money per Exchange in one place, to pay the just value thereof in other kind of Money in another place, without having respect to the price currant of Exchange for the same, but onely to what the Monies are worth, and do currantly pass for in each place; according whereunto is easily found out the profit and los, which from time to time is made in whatsoever parcels of Money drawn or remitted by Exchange: And it is likewise termed delivering Money at Pair, when there is received in one Town just so much Money as was delivered by Exchange in another Town; As when I deliver by Exchange 1001. Sterling at York to receive 1001. Sterling at London, which is done onely by the loss of time.

For what Parts the Exchange is made.

HE price of Exchange of Monies from one Country to another, is usually made from and to the most eminent Cities or Towns, in each place or Country where Commerce and Trade is held between Merchants in Exchange of Monies; And the Trade ceasing at any Town, the price currant of Exchange for that Town ceaseth with it: As for instance, when the English Merchant Adventurers had their Factours and Company at Delst, then there was a price currant of Exchange from London to Delst; but the Company removing from Delst to Rotterdam, there they are at present, there is now no price currant of Exchange from London to Delst, but from London to Rotterdam.

Upon what the Exchange is valued.

OW most Countries using several kinds of Monies, different in value one from another, the Exchange is valued or rated upon some one certain, most considerable Species or sort of Money for each Country or Town, as solloweth. The Exchange of Monies from London to Antwerp, Amsterdam, Middleborough, Liste and Rotterdam, is usually accounted and valued on the Pound Sterling of 20 s. English Money; that is to say, to pay after the rate of so many Shillings, and so many Pence Flemish Money for every Pound Sterling: The

Exchange

Exchange from London to Hamborough is on the Pound Sterling to pay so many Shillings, and so many Pence Hamborough Money per Pound Sterling, which differeth something from the Flemish Money: The Exchange from London for Paris and Roan is valued on the French Crown; that is, to pay so many Pence, and so many parts of a penny sterling for every French Crown: The Exchange from London to Venice is made on the Ducat, so many pence and parts of a penny sterling for every Ducat: And the Exchange from London to Ligorn is made on the Dollar or peice of Eight, to pay so many pence and parts of a penny sterling for every Dollar; and these are the most usual places, for which there is a price current of Exchange at London at present.

The Pair of Several Countries.

HE Pair at Antwerp, Amsterdam, Middleborough, Liste and Rotterdam, with our Pound sterling, is thirty and three shillings and four pence Flemish to a Pound sterling, which thirty three shillings four pence Flemish, do make ten Gilders, at 2 s. sterling the Gilder, or ten Livers Tournois.

Pair at France.

HE Pair at Paris, Roan, and other Parts of France with our sterling Money is at 71 soulz the Crown, or 6s. sterling the French Crown of three Livers Tonrnois, which three Livers make 6s. sterling, every Liverat 2s. sterling, and every ten soulz French reckoned at twelve pence sterling.

Pair at Ligorn.

HE Pair at Ligarn with our sterling Money is at four shillings and six pence, or sisty and four pence per Dollar or piece of Eight.

Pair at Venice.

THE Pair at Venice with our sterling Money is at fix Livers and four soulz of Venice per Ducat, or 4s. 3 d. or fifty one penny sterling per Ducat.

Pair between Antwerp and Paris, or any Part of France.

HE French Crown of 60 foulz, or three Livers Tournois, wherein Exchanges are usually made for France, is worth soulz 89 \(\frac{1}{27}\) gross of Antwerp, which is indeed the true value of the Crown; If then the Bill of Exchange be made for less than 89 \(\frac{1}{27}\) gross per Crown of 3 l. Tournois, there is a loss thereby, and if for more there is a gain; So that 89 \(\frac{1}{27}\) gross, being the Pair in Exchanges between these two Countries, in the Crown of France, and in the Gross of Antwerp, you may presently see whether there be loss or gain by any parcel done by Exchange; And the like may be done between any other two places, having first found out the Pair or equalizing the Money of one Country with the Money of the other Country where the Exchange is to be made, and knowing at what price the Exchange then goeth, the loss or gain will soon appear. But this Pair being grounded principally upon the currant value of Coins, the plenty and scarcity thereof, the rising and falling, inhancement and debasement of the same, it must necessarily follow that the same is subject unto change, as experience doth shew.

Hamborough Pair.

Wenty shillings sterling for Hamborough at Pair is wont to be reckoned four Rix Dollars, which makes Flemish 33 s. 4 d.

Receive

Receive your Money before you part with your Bill, by Affigument to receiv the Money elsewhere.

7 Hen a Bill of Exchange is due, and the party to whom it is payable, or his Servant comes for the Money to the party who hath accepted the Bill, and ought to pay the fame, demanding payment thereof; and he writes him a Note to go to a Gold smith, or to such a place to such a man, and there orders the Money to be paid: Or that he gives him another Bill of Exchange due upon another man, and sets his name on the backside thereof, leaving tome space above his name to make a Reccipt for the Money, as is usual so to do, I would advise the party, who is to receive the Money, to keep his Bill (I mean the first mentioned Bill of Exchange) in his Custody, untill he have received his Money by Affignment, as above, and then he may either leave his Bill with the Gold-smith, or Party of whom he hath received the Money, or else he may carry the Bill back to the party which gave him the Note, or other Bill of Exchange to receive the Money by, according as he shall order him: But I should not advise to part with the first mentioned Bill, and to give it up to the party on whom it is drawn, upon the receipt of his Note, or other Bill of Exchange for the Money, untill such time as he be actually possessed of his Money. I know the contrary is sometimes practifed, namely, upon the receipt of such a Note, &c. to give up the Bill of Exchange, but then here is the inconvenience, If the Money be not presently paid me at the time, upon such a Note, Oc. I am hindred from protesting my Bill of Exchange which I have deliver'd up, as satisfied; and fo, whereas I had before both the Drawer and Acceptor bound (and it may be the Endorsers also) I have now onely the Acceptor, upon this singlefol'd Note, &c. And if the Acceptor, or party on whom my Bill is drawn, in this case of Assignment, will not trust me with his Note, &c. whereby to go to receive my Money, I have less reason to trust him with my Bill of Exchange before I have my Money; for, should I receive my Money upon his Note, Sc. and afterwards not deliver him up his Bill of Exchange, if I am a folvable man and of known residence, his Bill will do me little good, for the payment will appear by the testimony of the Gold-smith, or party that paid the Money upon. the Noic, &c. but I deliver up my Bill upon receipt of his Note, &c. and then have not my Money, I must rest onely upon him for my Money, and dance after his pipe, which I conceive not convenient; onely I conceive it good for the party that makes such a Note, to mention in it the parties name to whom the Money is to be paid, and upon payment of the Money, to take up that Note and Bill of Exchange, and then there can be no danger: But suppose I give such a Note to receive the Money by, not mentioning in it to take up my Bill of Exchange, the party to whom I give this Note, receives the Money, affigns his Bill of Exchange which he hath on me, to another man, and plays the Knave and absents himself; Cannot this other man sue me for the Money on my accepted Bill? I answer, he can, and therefore it is good to know the party to whom I give such a Note, and mention in my Note, that upon payment of the Money, the Gold-smith, &c. do take up my Bill of Exchange with that Note. But now if he give me another Bill of Exchange to receive my Money by, and I go to the party to whom it is directed, and he do not presently pay me, (it being the third day after the Bill is due) I ought presently the same day, and in convenient time of the day, to carry back the Bill to the party of whom I received it, that so he may cause the same to be protested for non-payment if he please, and may not be any-ways prejudiced through my detention of his Bill beyond the due time; And ulually the party of whom I do receive fuch a Bill to go for the Money, doth give me order, in case I have not my Money paid me, either to bring him back the Bill again, or else to carry it to a Notary to be protested, and come to him and he will pay me, which if he doth not, and that it be the third day of my Bill, I must likewise Protest it against him for want of present payment.

Several Forms of BILLS of EXCHANGE in Several Languages.

Lius Deo, in London, this 16 of Novemb. 1654 for 100 l. sterling.

A T fix days fight pay this my first Bill of Exchange to Mr. Abraham P. or Assigns, One hundred pounds sterling for the value here received of Mr. John D. make good payment, and put it to Account as per Advice.

To Mr. Francis IV.

Merchant dd.

Your loving Friend William M.

. 1

Exon.

Laus Dee, in London, the 16 of November 1654 for 100. 1. Sterling

T fix days fight pay this my fecond Bill of Exchange (my first not paid) to Mr. Abraham P. or Assigns, One hundred pounds sterling, for the value here received of Mr. John D. make good payment, and put it to Account asper Advice.

To Mr. Francis IV.

Merchant dd.

Your loving Friend William M.

 $S^{d_{\mathbf{k}}}$ in $E_{\mathcal{K}on}$.

If he which doth underwrite the Bill is to make himself Debitour, then he writeth in the Bill, And put it to my Account; but if he which ought to pay it, and to whom it is directed, is Debitour unto the Drawer, then he writes, And put it to jour Account: Also sometimes it is expressed in the Bill thus, And put it to the Account of such an one.

Law Dee, in London this 17 November, 1654. for 1001. at 36 s. 8 d. Flemish per pound.

T Usance pay this my first Bill of Exchange to Mr. Cornelius Vande B. or order One hundred pounds sterling at 36 s. 8 d. Flemish per pound sterling, for the value here received of Mr. John C. make good payment, and put it to Account as per Advice.

To Mr. Peter E.

Merchant dd.

Your loving Friend
Thomas D.

in

Amsterdam.

The fecond Bill is the same with the first Bill, onely with this alteration and addition.

At Usance, not having my first, pay this my second Bill of Exchange to Mr. Cornelius Vande B. or order, &c.

Laus Dec, in London adj. 17 Novemb. 1654. for 333 v. at 52 d. ster. per v.

A T double Usance pay this my first Bill of Exchange unto Mr. Robert A. or Assigns, the sum of three hundred thirty and three Crowns, and one third, for the value here received of Mr. Henry B. and put it to Account as per Advice.

To Mr. Charles D.

Your loving Friend Richard C.

Merchant

Pina.

Rouen,

D

Laus

Laus Deo, in London adj. 17. Novemb. 1654. for Do 5644 at 51 d. ! fterling

per Dt.

Hree Months after date pay this my first Bill of Exchange to Mr. Daniel A. or order Ducats Five hundred threescore and four and one quarter in banco for the value here received of Mr. John B. and put it to Account as per Advice

To Mr. Thomas D. Merchant

William C.

Data.

Venice.

Ihus Malaga 13 Noviembre, 1654. A' Son 132 l. 75.6d.

A Quarenta dias Vista pagara V. M. por esta mi tercera no aviendo pagado por la primera y segunda ala Voluntad do Disco D. Como sueldos y seis peniques esterlinus Valor aqui recevida de Henrique G. ya su tiempo ara V. M. buen pago asentandolas como aviso Xpto con todos.

Antonio de S.

A Juan D. gde. Dios Londres.

Adj. 18 Augusti, 1654. In Venetia Du 1000. ad. 54 per Do.

Uso pagate per qua. pma di Cambio alli SSii. f de V. & figli d' II um. (o) chi ordineranno Di. Mille a d Cinquanta quatro per Dio valuta Contini e ponete Come vi s'avisa a dio.

Tomafo D.

Al Magco. Sre. Ricardo W.

Londra.

The Assignment on the backside thereof is thus.

T per noi pagate il contenuto diquesta senza altra procura al Sr. Gio. IV. Cambiati con Sr. Francisco R. Hamburgo 28 Augusti, 1654 per F.de V.& sigli.

Livorno, the 21 Novemb. 1654. per L. 239-13-9 sterl. 459 d. Dot" 975.

Three Months after date of this my first Bill of Exchange, my second or third not being paid, pay unto Mr. William G. or Affigns, the fum of Two hundred thirty and nine pounds, thirteen shillings, and nine pence sterling for the value received here of Mr. Thomas W. placing it to Account as per Advice

To Mr. Robert B. Merchant

Pina

Pma,

London

Amsterdam adj. 27 Octob. 1654. Voor 100 l. sterl.

Puso betäelt desen myne eersten wisselbrief aen St. Ian E. ost ordre Hondert ponden sterlinex Valuta Van Sr. Robert G. stelt op myn rekeninge als per advys. Ersamen Sr. Willem S.

Martin P.

Coopman

London.

A Paris

A Paris Ce 10 Juillet 1654. pour 450, v a 52 d. sterl. per v.

A Double usance payez per ceste premiere de change a Monse. Paul M. ou a son ordre quatre Centz Escus a Cinquante deux deniers sterlings pour Escu, valleur receu de Monsteur Francois L. & passez compte suivant l'advys de,

Monsieur Guillaume G.

Ure treshumble serviteur Daniel F.

Merchant

Londres.

If there be an Assignment on the backfide thereof, it runs thus.

Le Contenu de ceste payez au Sr. Pierre H. ou ordre valluer du Sr. Ivan C. Paris 26 m. Novembre 1654. Paul M.

Rotterdam, 2 Oct. 1654. for 200 l. sterl.

T double usance pay this my first of Exchange to Mr. Roger C. or Assigns, Two hundred pounds sterling for the value received of himself, and put it to Account of G. P. as per advice.

To Mr. Peter H. Merchant Your.loving Friend John M.

in

na. London.

If this Bill be negotiated by Exchange, or the Money taken in, and so to be affigned over to another man, the Assignment must be written on the back-side of the Bill thus.

Pay the Contents on the other fide hereof to Mr. Humfrey N. or Affigns,

value of Mr. Joseph B. Rotterdam 4 Oct. 1654. Roger C.

But if *Hunfrey N*: do likewise affign the same Bill for his Account, then he writes onely thus,

Pay the Contents hereof to Mr. John D.

Humfrey N.

Take up Money for another Man how performed.

If a man would take up Money by Exchange, and he be not well known to the Party that is to deliver the Money; or if the man that would take up the Money by Exchange be not effecmed of sufficient Credit for the same with the Deliverer; and thereupon if the Deliverer of the Money shall defire another man to be bound with the Taker for the Money that is to be delivered by Exchange, and to be his Surety, and engage himself for the Money delivered; this may be done two manner of ways: For first, either the Party who is the principal Taker, may make three Bills of Exchange, first, second and third, all of one tenor and date, for the Money he is to take up, in the usual manner, payable to the Party who is the Deliverer of the Money, or to his order, for the value received of himself; and the Party who is to be bound as Surety, may onely subscribe the third Bill of Exchange with the principal Taker or Drawer, which third Bill the Deliverer may keep by him for his security: Or else secondly, onely two Bills of Exchange (first and second) may be made and subscribed by the principal who takes up the Money, payable to him who is to be the Surety, or his order, for the value of himself, and then the Surety must make an Assignment upon both Bills of Exchange, and make them payable to the party who really and indeed doth deliver the value to the principal Taker, or to whom the same Deliverer of the Money shall appoint, the Surety in the Assignment confessing the value of the Surety in the Assignment confessing the value of the Surety in the Assignment confessing the value of the Surety in the Assignment confessing the value of the Surety in the Assignment confessing the value of the Surety in the Assignment confessing the value of the Surety in the Assignment confessing the value of the Surety in the Assignment confessing the value of the Surety in the Assignment confessing the value of the Surety in the Assignment confessing the value of the Surety in the Assignment confessing the value of the Surety in the Assignment confes

lue received of the true and real Deliverer of the Money; and in either of these ways, especially in the former of them, the principal is wont to give Bond to the Surety (if he defire it) to fave him harmless, according to reason: And both of these ways are good and Merchant like, though acted variously; for by the former way the Deliverer of the Money hath two Men equally bound unto him (by the third Bill) of whom they do confess to have received the value, and he that is properly but the Surety hath not the principal Taker or Drawer of the Money bound unto him in or by those Bills of Exchange, but onely by his Bond which he doth make thereupon; but by the latter way, onely the Surety is bound to the Deliverer of the Money by the Assignments which are to be made upon the Bills of Exchange; and the principal Drawer is bound to the Surety by the Bills of Exchange which onely the principal doth subscribe, and wherein he doth acknowledge the value received of the Surety, as is before expressed; and in this latter way, if in case the Bill be not accepted, and paid according to the tenor thereof, then the true Deliverer of the Monies comes upon the Surety, by virtue of his Assignment, for repayment, and the Surety comes upon the Principal by virtue of the Bill of Exchange by him subscribed, as above. I shall not prescribe either of these ways unto any, but shall leave it in the choice of every Merchant to follow which of these two ways he liketh best, and may sute most to his occasions.

Note in your Book the name and place of abode of him who presents a Bill to be Accepted.

Thappeneth often in Foreign Bills of Exchange, that they come payable either to the same Party that did deliver the value, or to his order; or elfe to some other body living beyond the Scas, who usually doth send the first Bill of Exchange to some Friend here of his in London, onely to get accepted, and then to return it him again, that so, being accepted, he may the better negotiate the same Bill of Exchange again, and take in the value thereof, and make an Affignment for the fame, either on the accepted Bill, or on the other Bill of the fame tenor, not accepted, according as occasion shall be: Now, if an Affignment do come on the fecond Bill, payable to another person, without order where to take up the first accepted Bill; this second Bill being presented to the Party on whom it is drawn, to be accepted, he doth deny acceptance thereof, alledging that he hath already accepted the first Bill, but he doth not know to whom, or in whose hands the same first accepted Bill doth remain; and thereupon the Party which hath the second Bill, wanting acceptance thereof, doth cause Protest to be mad for non-acceptance; for prevention whereof, and that each party may reccive all due content, as is fitting I would advise all Merchants that have such Bills of Exchange presented unto them to be accepted, to note down in their Books the name of the party by whom the faid Bill is presented unto them to be accepted. and his place of abode, that so, if in case the second Bill bealso presented unto them by another party to be accepted, the party on whom it is drawn, and who hath already accepted the first Bill, may give answer to him who shall prefent the fecond Bill to be accepted, and acquaint him to whom he hath already accepted the first Bill, and where he liveth, that so the same may appear to be real, and remove scruples or doubts, which otherwise may mise therein; this I conceive is not yet generally practised and observed by all Merchants trading in Exchange, because not commonly known, but it is Merchant-like, and I have scen it practised by some Merchants here in London, and I persuade my self it will be willingly embraced by all those that mean honestly and endeavour after plain dealing, which cannot but redound to their credit.

Keep Copies of Bills sent to get accepted.

S it is commendable (and for the avoiding of doubts, which otherwise may be occasioned) for the party on whom any Bill is drawn, to take notice where

where the party liveth that presents him the Bill to be accepted, which may be eafily done, as I have heretofore shewed; so on the other side, when such Bills of Exchange are fent unto any one to get accepted, I advise the party to whom they are fent, upon receipt of his Letter, with the Bills of Exchange, prefently to take a Copy of the Bills, verbatim, in a Book, which he may keep purposely for fuch occasions, especially to write down the Names of the several Parties on whom they are drawn, or to whom they are directed, before ever he go about to get them accepted; I confess it is a little pains, and may feem at first hearing nteles, but it maturely considered, the benefit will countervail the labour; for by keeping Copies of all Bills of Exchange that do come to my hands, I can always fee who are usual Drawers and Deliverers of Money by Exchange, in those places from whence the Bills do come; and if the Bills come from France or Italy, I can know how the Exchange went then at those places; but especially, if the Bills are fent me onely to get accepted, and then to return them, this Copying of the Bills of Exchange, verbatim, in a Book, before you fend or deliver them out to the several Parties to whom they are directed to be accepted, is very usefull, thereby to remember where, and to whom you are to call for your Bills again, and to see what Bills you want, which you have delivered out to be accepted, for otherwise you may chance to forget (when the Bills are out of your hands) to whom they were delivered to be accepted, and so be put to a non-plus, when you are to return your Friend an answer, and to give him an account of all those Bills which he sent you to get accepted, especially if you have many Bills fent you at one time: it happened once (as I have heard) that a Merchant had 7 or 8 Bills of Exchange at one time fent him to get accepted, and he accordingly did deliver them out to the several parties on whom they were drawn, to be accepted, but when he was to write his Friend an answer, and return the Bills which were fent unto him, he did miss one of them, and could not in a good while remember with whom he left it, or to whom it was sent to be accepted, because he had not kept any particular notice thereof, which put him to some trouble to recollect himself, and to study where he had been, and with whom he had spoken, and what he had done from time to time, from the time he received the Letter with the Bills of Exchange untill that instant, and at length he did call to mind the name of the Party on whom the missing Bill was drawn, and so sent to him, and had the Bill of Exchange accepted 3 but before he could remember the party, he was in much perplexity, whereas if he had kept Copies of the Bills, or a breviate or Note of the places, dates, sums, times of payment, drawer and party to whom directed, fuch perplexity of mind might have been prevented.

Make the Direction of Bills on the inside.

HE Directions of Bills of Exchange is made by the Italians and Dutch usually on the backfide of the Bill, and the English in their Outland Bills do (for the most part) write after their Copy, but the French do ordinarily write the Direction of their Bill of Exchange in the inside of the Bill beneath on the left hand thereof; and, for my part, I conceive it more convenient to write the Direction of Bills of Exchange under the Bills on the left hand, according to the custome of the French, and of our English Inland Bills, than on the middle on the backfide, as Italians and Dutch do use to do; for the paper being but little on which a Bill of Exchange is usually made, if the Direction beon the backfide, there remaineth small place to write Assignments upon, and a Receipt for the Money, when paid; whereas if the direction be written on the inside of the Bill, all the outside of the Bill may serve to write the Assignments, (which many times, especially in Outland Bills, are three or four upon a Bill) and the Receipt for the Money, when it shall be paid, the spare place on the inside of the Bill serving onely to write the Acceptance.

Whether a man is bound to present his Bill to be Accepted.

Here are some which hold an Opinion, that a man having a Bill made payable unto him, is not bound to get it accepted, or to Protest for non-acceptance, but that he may keep the Bill by him, and never present it to the Party on whom it is drawn, untill the Bill be due; and that it rests at his pleasure, as arbitrator, whether he please to endeavour to get acceptance of the Bill so soon as it comes to his hands or not: To this I fay, That, according to the custome of Merchants here in England, if I have a Bill of Exchange sent unto me, I ought forthwith upon receipt thereof, or so soon as conveniently I can, to present the fime to the Party on whom it is drawn, or leave notice thereof at his dwellinghouse or place of abode, and demand acceptance of the Bill, to pay at the time therein limited, that so the Party on whom it is drawn may take notice thereof and order his business accordingly: True, will they say, if a Bill be sent to me to receive the Money for another man's Account, and I to whom the Bill is fent, am but as a Factour or Agent for the Party who delivered the value, then indeed I am to use my diligence to get the Bill accepted, and to give him advice thereof with the first, because I am but as a Servant for another man, and reason teacheth that I must follow his order, and use all lawfull endeavour for his security; but what if the Monies which are delivered by Exchange are my own Monies, and the Deliverer be my Factour or Servant, and the Bill be payable to me? In this case, may not I chuse whether I will demand acceptance of the Bill, and upon refusal Protest for non-acceptance, or keep the Bill by me, and never present it to the Party on whom it is drawn, untill the Bill fall due, and then go and demand the Money; and if the Money be not paid Protest onely for non-payment, and upon that Protest recover upon the Drawer as well as if I had protested for non-acceptance, and fent it back to my Factour or Servant? Truly, in this case there seemeth to be more reason, why it should be arbitrary in me to get acceptance, or not use endeavour to get acceptance of the Bill of Exchange, because the Monies which were delivered are my own Monies, and the accepting of the Bill is but as another string to the Bow; but if we examine the business a little surther, neither in this case will it be found arbitrary in me to endeavour acceptance or not; for admit the Monies remitted are mine own, yet must I receive it in a legal way, I cannot receive my Money of the Party on whom the Bill is drawn before it bedue, neither can I without discharging the Drawer contract with the Party on whom it is drawn for a longer time than is mentioned in the Bill; so that although it be mine own Monies which are remitted, yet I am tyed to follow the cultome of Merchants, and I must not prejudice neither the Drawer, nor the Party on whom it is drawn, nor mine own Servant or Factour the deliverer. Now if the Bill is drawn at double usance, and I keep it by me without presenting it untillic fall due, the Drawer in all that while, not having any device whether it be accepted or not, may suffer much damage in reference to the Party on whom it was drawn, supposing him to have accepted the Bill: Or on the other side, the Party on whom the Bill is drawn may fuffer in his credit or esteem with the Drawer, who is held in doubt whether the Bill be accepted or not, and so whether probably it will be paid or not at the time; and the Deliverer (though onely a Factour or Servant) must have advice whether the parcel be accepted or not, to govern himfelf accordingly, and doubtless will be glad to hear the parcels he remitteth are accepted, and be troubled at the contrary; wherefore although the Monies are remitted me for mine own Account, yet because the Bill of Exchange doth concern other men as well as my self, therefore I ought to have respect unto them also, and to follow the usual course of Exchange, which is to endeavour to procure acceptation of Bills of Exchange, as well as payment; and indeed, in the very Letter of advice, which is fent by the Deliverer of the Money (be he Servant, Factour or Principal) to the party to whom the Bills are made payable, it is usually expressed in these or the like words; Sir, here inclosed I do send you four Bills of Exchange for 500 1. viz.

20 Nov. 100 l. per Arthur A. at do. uso. on Roger G. Dito 1001. per loos D. at do. ufo. 10 days on Gregory N. Dito 150 l. per Arent B. at 1 ½ uso. on William M. 22 Do 150 l. per lac. C. at do. uso. on Frederick. V.

whereof please to get acceptance, and payment at the times when fall due, giving advice. Now certainly all Merchants are bound to follow Order, and confequently to endeavour the acceptance of all Bills of Exchange in the like kind fent unto them, or else they break the order of the party which sends the Bills.

Whether the Acceptor is freed by protesting.

Bill of Exchange which is accepted, and at the same time not punctually paid, there are other some that think, if they should cause a Protest to be made on such a Bill for non-payment, that they by protesting should free the party who hath accepted the Bill of Exchange, and that they do referve their right onely against the Drawer of the Bill to recover upon him by virtue of the Protest. To this I say, It is true, by protesting the Drawer is liable to make satisfaction, but the party which accepted the Bill is fo far thereby (I mean by protesting for want of present payment) from being freed, as that he is thereby made more liable, or at least liable to pay more than he was before the Protest was made; for then he was onely liable for the just sum mentioned in the Bill, but now after Protest is made for non-payment, he is liable also to pay all costs, damages, and interests, &c. which the party protesting doth by his Protest exprefly declare, he doth intend to recover of the Acceptor in usual manner; and indeed, a Protest for non-payment ought usually to precede an action at Law: For by the Protest is proved default of payment of the Money at the time limited in the Bill, and so the Acceptor becomes liable to an action of the Case, and so soon as ever Protest hath been made for non-payment, the party accepting may be arrested thereupon, which before he could not so legally have been.

Times of Payment, and in what Species.

Very Country hath its usance, or accustomed time for payment of Monics by Bill of Exchange from one place to another: As for instance; from Landon to Antwerp, Amsterdum, Middleborough, Rotterdum, Liste, Rouen and Paris, usance is one mouth after the date of the Bill, and so likewise from those parts to London usance is two months after date, double usance is two months, &c. and between Hamborough and London, Monies are usually delivered at two months, and in the Bills of Exchange for Hamborough they do usually express double usance, when they intend onely two months. From Venice and other parts of Italy to Amsterdam, &c. and from thence to Italy, usance is two months; from Venice, &c. to London, usance is three months; and at Lions and some other places they do usually make their Monies payable at certain Marts or Fairs; and here in England at so many days sight, each place observing its accultomed manner; and in some places likewise they contract for what fort of Money to pay, either current Money in bank, or out of bank, which is sometime 1, 12, or 2 or more per Cent. difference; This is very expedient to be known, to the end that he which doth deliver his Money by Exchange for any place, may not be deceived in his expectation, as well concerning the time, as for the quality of the Money which is to be paid in Exchange for the Money which he delivereth.

Danger in making Bills payable to the Bearers

TEver make your Bills of Exchange payable to fuch an one (nameing his name) or to the bearer hereof, which is very dangerous; but always make your Bills payable to such an one, or his order, or his Assigns, or the like: For a Bill which shall be made payable to Robert W. or the bearer hereof, may chance to miscarry, or come to a wrong man's hands, and he may go and receive the Money upon such a Bill, and the party to whom of right it ought to be paid never the wiser, I mean, not know of it; and he that paid it will produce the Bill it self for his warrant to pay it to whomsoever shall bring it: So you may chance to be deseated of your Monies, and it may be your Friend on whom you drew the Bill be suspected by you to have had a hand in the business, thought may be, he never had any such thought, but paid it really to the party that brought the Bill, not knowing him, nor ever enquiring where he dwelt, or what he was; and if you will needs have your Friend bear some blame for paying the Monies in that manner, you must bear the greater blame, and thank your self for giving such an order; for he hath personned your order, and so youcan have nothing against him, unless you can prove a fraud in him; but to prevent all such suspenses.

The Names and Times of Old and New Stile though both agreeing, 9ct how distinguished.

THE computation or stile of the year of our Lord amongst Christians doth odiffer in several Countries and Nations, both in name and time: First, in name; There is the Julian or English Account, which amongst Merchants is called filo veteri, or old file; and there is the Gregorian or Roman Account, which among! the Merchants is called filo novo, or new stile: The old stile is used with us in England and at Hamborough, Strasburgh, and other parts of Germany; the new stile is used in the Netherlands, France, Spain, and most parts of Christendom. Then for matter of time; We in England begin our year the 25 day of March; they in the Netherlands, and other places where they write new stile (except at Venue and some parts of Italy) begin their year the first day of January: Or, as Dr. Vilvain saith, Christians in general, do reckon from Christ's Nativity current January 1. but the Church of England (with Pisa and Siena in Italy) from his Conception or Incarnation March 25, we taking it complete or consummate, whenhe had been a whole year in the flesh, though but three months old: They currant or inchoat from the first day of Conception, (a: Kings reckon from their Initiation) so they date nine months before the Vulgar, and a whole year before Us, which is a difference in the manner, but all equally true for the matter; and the very stile distinguisheth the form, for our term is Anno ab incarnatione, implying complete, theirs Annus incarnationis, implying currant; Pifa and Siena stile this year Annus incarnationis 1655. we ab incarnatione 1654. but all else call it Annus nativitatis 1654. commencing at Christ's Circumcifion last past: So that though in Italy they write new stile, which is ten days before Us, yet they begin the year on the 25 of March as we do.

No witness to a Bill of Exchange.

Merchants, there is never any Witnesses required to be present to see the Drawer or Party, that doth underwrite the Bill, subscribe his name thereunto, or to be present when the party on whom it is drawn doth underwrite his acceptance thereof; for it is supposed, that those which deal by Exchange are men of Credit, whom it doth as much concern (in reference to their Credit) of their own accord to acknowledge their Subscriptions, and take care the Bills be punctually paid and discharged, as it doth the Deliverer, and Party to whom it is payable to look after their Money, and demand payment at the time: And if it should otherwise happen, that the Drawer or Acceptor should presume to deny their Subscription, it may be easily proved against them by their Letters, in comparing the one with the other, and by the consequences of the draughts and books of Account, and by divers other Circumstances, which case doth seldom or never fall out, I mean, for a man to deny his hand to a Bill of Exchange

change; because it strikes athis Credit, and is so poor a shife, as that he can hardly find any wool to cover it; and if he should be so unadvised as to stand it out, and it be prov'd against him (besides other damages) he will lose his Credit amongst Merchants for ever: and then though he may know them, yet they will not know him further than they know his Money.

Hamborough and Strasburgh stile.

A T Hamborough and Strasburgh in Germany they do write the same still with us here in England, namely old stile; but in all other parts beyond the Seas (except New England, Barbadoes, and where our English Plantations are) they do generally write new stile, which is ten days before us.

Usance from Venice, Hamborough, &c.

Ote also, that usance from Venice to London is three months from the date of the Bill of Exchange, and from Hamborough to London, and so from London to Hamborough Bills of Exchange are usually made payable at two months after the date of the Bills, and accordingly the price currant of Exchange from London to Hamborough is valued and set down at two months from the date; the price currant from London to Venice and Ligorn at three months, and for Antwerp, Amsterdam, Middleborough, Lisle, Rotterdam, Paris and Ronen at one month; or single usance; and so we call one month, usance; two months, double usance; three months, treble usance.

No three days for acceptance.

Hen any Bill of Exchange is sent unto you from beyond the Seas, or from any Inland Town, to cause to be accepted, I would advise you presently to present the Bill, so soon as possibly you can, to the party to whom it is directed, and request him to accept the same; if he refuse to accept it, you may presently cause a Protest to be made for non-acceptance, and send it away with the next conveyance; for (according to the custome of Merchants in London) there is not any three days respite to be allowed for acceptance before you can Protest, but so soon as the Bill hath been presented and acceptance refused, presently you may Protest the very same day.

Twenty four hours for acceptance.

But T if the party, to whom the Bill of Exchange is directed, be a Merchant well known unto you, and when the Bill is presented him to accept, he shall defire time to consider on it, and so shall intreat you to leave the Bill of Exchange with him, and to come to him the next day, (provided the Post do not go away in the interim) and that then he will give you an answer whether he will accept it or not; herein he doth demand nothing of you but what is usually allowed between Merchants known one to another: For according to custome of Merchants, the party on whom the Bill is drawn may have sour and twenty hours time to consider, whether he will accept of the Bill or not; but that time being expired, you may in civility demand of the party on whom your Bill is drawn, the Bill of Exchange you lest with him to be accepted, if so he pleased; if he then say, that he hath not as yet accepted it, and that he would desire you to call for it some other time, or the like, (the sour and twenty hours being expired) it is at your choice to stay any longer or not; and you may then desire a Notary to go to the dwelling house of the party that hath the Bill, and demand the Bill of Exchange of him accepted or not accepted, and in desault of present delivery thereof, you may cause Protest to be made in due form.

But though this may be lawfully done, yet not with standing amongst Merchants which do know one another, they do not usually proceed so strictly for acceptance, but do leave their Bills with the parties to whom they are directed (to

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be accepted) sometimes two or three days, if it be not to their prejudice, as namely, if the Post do not depart in the interim; but if the Post is to depart within two or three days, then it is a very reasonable thing (and which men that know the custome of Merchants will not omit) to demand their Bill, accepted or not accepted, that so they may give advice thereof by the first Post (after the receipt of their Letters) unto their Friend who sent them the Bill, or delivered the value thereof: For it is to be noted by the way.

Give advice by the first Post.

Hat advice of the receipt of Bills of Exchange, and of the acceptance or not acceptance, and payment thereof, ought to be given by the first Post after receipt, that thereby the Deliverer may know the better how to govern himself, and the Taker know what to trust unto.

A Bill drawn on two Persons.

If any Bill of Exchange shall come directed unto two or more persons, in these terms, To Mr. Robert A. and Mr. John B. Merchants in London: In this case, both A. and B. ought to accept the same Bill: Or else if but one of them do accept it, and the other do resule to accept, that Bill must be protested for want of due acceptance; but if the Bill do come directed thus, To Robert A. and John B. or to either of them: Or thus, To Robert A. or in his absence to John B. in this case, the Bill being accepted by A. or B, namely, by but one of them, it is sufficient, and the Bill ought not to be protested for want of due acceptance, in regard (being accepted but by one of them on whom it is drawn) it is accepted according to the tenor of the Bill.

Verbal Acceptance.

TF a Bill of Exchange be presented to the party to whom it is directed to be accepted, and he do answer you thus, Leave your Bill with me and I will accept it: Or thus, Call for it to morrow and you shall have it accepted, or fuch like words promifing acceptance; fuch an acceptance is binding, and amongst Merchants is taken for an acceptance of the Bill, if the same can be proved by witness; and if afterwards he to whom the Billis directed shall refuse to set his name to the Bill, and to write under it Accepted by me Richard D. according to the most usual manner here in England; In this case the party to whom the Bill is payable may content himself with such an acceptance untill the time of payment, and then, if payment be not made by the party who promifed acceptance thereof, as is before specified, the party to whom it is payable may take his course in Law against the party so accepting, and questionless will be compelled to the payment thereof, provided the Bill be first protested in due form for nonpayment; and furely fuch a verbal acceptance is good and binding, and there is a great deal of reason for it; for it may so be that that Bill of Exchange was drawn for provision to the party to whom it was payable, to the end to pay some other Bill of Exchange charged and drawn on the party to whom the former Bill was payable, and he having such a verbal promise of acceptance, upon confidence therefore, may chance to have accepted the other Bill drawn on him: Or, it may be, the former Bill was sent him to furnish him with Monies to buy some Commodities for the party that remitted the same, and upon such a verbal acceptance, supposing the Monies will be paid him at the time, he may happen to have bought the Commodities for his Friend, and may peradventure have written to his Friend that sent him the Bill, and having given him advice that he is promifed acceptance, or that he doubts not of acceptance, or the like, and

upon such advice given, his Friend will take notice thereof, and make his account accordingly; and verily if it were not so, namely, that such a verbal acceptance were binding, there might happen great inconveniencies in matter of Trade between Merchant and Merchant, amongst whom in their way of Commerce, their word is, or ought to be, as binding as their writing.

Accept for part.

If the party to whom your Bill of Exchange is directed, say unto you when you present him the Bill to be accepted. That he will accept it for part, in regard he hath no more provision in his hands from the party for whose account the Bill of Exchange is drawn, or that he oweth him no more upon Account, or other the like reasons best known to himself; In this case you may take such his acceptance for part, but then you must presently go to a Notary publick, and cause the Bill to be protested for want of acceptance for the whole Sum therein mentioned, and you must send away that your Protest to the party which sent you the Bill, that he may thereupon have security (from the party which took up the Money) for the remaining Sum. And so likewise at the time when the Bill shall fall due, you must go and receive the Sum for which it was accepted, and you may make a Receipt upon the Bill for the same, using these, or the like words; Received this 22 January 16541 in part of payment of this Bill twenty five pounds six shillings, I say, Received per me John N. And then you must cause Protest again to be made for non-payment of the remaining Sum, and send the same back according as you formerly did for non-acceptance.

Note on your Bills the times when they will fall due.

A Fter you have presented your Bills of Exchange, and received them accepted, then presently reckon when they will fall due, and if you have any Bills drawn from France, or Italy, or other parts in French Crowns, Ducats, Dollars, or other outlandish Money, look in the Bill at what rate or price they are drawn for Exchange of the Money here in England, and reduce them to our English Money; and then note on the backside of your Bills, close to the top at one end thereof in short, the time when your Bills will be due, with the just sum which you are to receive at the time according to the tenor of your Bills, before you lay them up in your Counting-house, to the end that at any time when you would desire to know upon any occasion what Monies you have to receive, and when payable, you may presently looking over your Bills see and know, the same on the backside of the Bills, which you will find to be much ease, very convenient, and indeed Merchant-like, and I have known it practised by some of the best and most experienced Merchants in London.

Keep or return Bills accepted.

Our Bills thus accepted, if payable to your felf, you may lay up by you in your Counting-house untill the time of payment be come, or that you have other use thereof; but if payable to him that delivered the value, or that sent them you to cause to be accepted, then you must therewith follow his order, either in keeping them by you untill further order, or in returning them back to be endorsed, and it may be to take in the value thereof himself, which he may likewise do on the second Bill, if he have it by him, and so assign it over to another man, and send you his order to deliver the accepted Bill to some other person, who may have the second Bill endorsed payable unto him.

The Deliverer his Master.

POR you are to take notice, that the party which first delivered the Money on the Bill of Exchange (if the Monies he delivered were for his own proper Account) is rightly and properly Master thereof until the Bill salls due; and he

can or may prohibit the party to whom it is directed not to pay the same at the time unto him to whom the Bill is first made payable, (supposing him to be a Factour for the Deliverer) although the party on whom the Bill is drawn have already accepted the Bill, which prohibition is called a Countermand, and ought to be done in due form, and but upon special sure ground, because it strikes at the Credit of the party to whom the Bill was made payable: As for example, if the Master or principal Deliverer of the Money do make over Monies by Exchange payable to his Servant or Factour, and do afterwards hear by certain advice given him that his said Servant or Factour doth take ill courses, whereby the Monies and effects which he hath in his hands, or which may come to his hands for account of the principal Deliverer, may be in danger of being mispent of wasted, then and in such case the principal may send his Countermand, for

to that Servant or Factour, but to some other person or to keep the same in his hands, when due, untill further order, which Countermand must be made and passed before a publick Notary in legal manner, and by a Notary notified to the party that hath accepted the Bill, or that is to pay the Money, to the end he may not pretend any ignorance thereof, and such a Countermand is good and lawfull, according to custome of Merchants, and ought to be obeyed accordingly, if the same be notified in due form and time by a Notary (to the party which hath accepted the Bill) before it be due, and neither the Drawer nor Acceptour can suffer any damage in obedience thereto; but if the time be expired, and the Money orderly paid before the Countermand come to hand, and be notified as above, in such case there is nothing to be done for prevention of danger, the Bird being already sled; and by this which hath been said, it may appear, that a Bill of Exchange ought not to be paid before it be due, as shall be shewed hereafter.

Usance, what it is, and how to be accounted.

Bill of Exchange made payable at usance, double usance, or treble usance, is to be understood by usance, if from any part beyond the Seas, (except Hamborough and Venice) one month next after the date of the Bill, and the like of double and treble usance, two or three months to be accounted still from the date of the Bill, (for from Hamborough they usually draw at two months, and usance from Venice is three months, as I have already shewed;) but I say, always the usance is to be accounted a month from the date of the Bill, let the month fall out how it will, whether it be a month that hath in it 31 days, 30 days, or 28 days, each month by denomination is a full and perfect usance, for when it is said at ufance, it is as much as if it were faid one month after the date; now Merchants usually count twelve months in the year, and not thirteen months (as amongst Nurses and the semale sex, 4 weeks, or 28 days to a month) neither do we reckon every thirty days a month (if the month have more or less days in it) as some imagine, but a full month by denomination, from such a day of such a month, to the same day of the next month, or from the last day of one month to the last day of the next month: As for instance, A Bill of Exchange dated in Amsterdam the 20th of December new stile, which is the 10th of December old stile, payable at usance, will be due the 10th of January old stile; A Bill dated the 15th of June new stile, which is the 5th of June old stile, payable at usance, will be due the 5th of July old stile; and a Bill dated the 10th of February new stile; which is the last of January old stile, made payable at usance in London, will be due the last of February old stile; and a Bill dated in Amsterdam the 9th of January new stile, payable at double usance, will be due in London the 27th of February old stile, as will be made very plain and manifest by the Tables at the end of this Book; and in like manner is to be accounted from any other date for usance, double usance, or treble usance, always reckon from the date of the Bill month after month.

Days fight.

Bill payable at so many days fight, is to be accounted so many days next after the Bill shall be accepted, or else protested for non-acceptance, and not from the date of the Bill, nor from the day that the same came to hand, or was privately exhibited to the party on whom it is drawn to be accepted, if he do not accept thereof, for the fight must appear in a legal way, which is approved either by the parties under-writing the Bill, accepting thereof, or by Protest made for non-acceptance; and therefore if a Bill so made payable, be omitted to be presently upon refusal protested for non-acceptance, all that time which shall run out between the private presenting of the Bill and the protesting thereof, is lost time, and not to be accounted as part of the number of days mentioned in the Bill of Exchange, except the party on whom the Bill is drawn, do of his own free will acknowledge to have feen the Bill from the first day it was privately presented unto him.

An excepted Bill lost by the party to show payable.

IF an accepted Bill of Exchange be lost by the party to whom it is payable, or his Servant, or any other whom he had intrusted with the Bill, I do advise him presently, so soon as he finds the Bill missing, to notifie the same unto the party on whom it is drawn, and who hath accepted the same, that he may take notice thereof, to the end, that if peradventure the accepted Bill be found by a stranger, nothing concerned therein, and he should knavishly come or send for the Money, or use any indirect ways for the fingering thereof, the party that accepted the Bill may be premonished at his peril not to pay it to the bringer, without the special order of the party to whom it is payable, or that lost the Bill, and this Notification to be made by a Notary that may give testimony thereof, if occasion be, to serve and prevail to the right party to whom the Bill was made payable, or that lost the Bill, in time and place according to reason; and when the Bill falls due, and the time is come for him to go for the Money, the party which had accepted the Bill is not freed from present payment of the Money because the Bill is lost; for though the accepted Bill be loft, yet he that accepted it is not; and though a specialty may be millayed and not prefently found, yet that doth no ways free the Debtor from performing his engagement: Neither must the acceptor think this to be a sufficient answer for him, to say, shew me my accepted Bill and I will pay you, or else I will keep the Money until you bring me the second Bill, and such like slams, meerly to make use of the Money a little longer time, thinking that because the accepted Bill is lost, and it may be the second Bill not yet come to hand, that therefore no Protest can be made for non-payment, which is frivolous and vain, and will prove but a fandy foundation for any to build upon; For even by the Notification Nota. which was made to the party accepting, declaring how that the first Bill of Exchange, of such a date, and sum of Money, from such a party payable to such an one, and drawn on him, and by him accepted, is loft, Ge. the acceptor doth thereby tacitly acknowledge, that such a Bill was by him accepted, and so makes himself debtor for the parcel, and thereupon he may (in case of obstinacy) be fued at Law for the Money without the accepted Bill, and be forced to the payment thereof with costs and dammages, and therefore meerly by reason of the loss. of the accepted Bill he can have no just cause or plea to detain the Money beyond the just time from the right party who should receive the same; but only thus, when such an accepted Bill is lost, the party to whom the Bill was payable must give Bond, or other reasonable writing, to the content and good liking of the party that did accept the Bill, and such as in reason he cannot resuse, therein and thereby engaging to fave the Acceptor harmless from the accepted Bill which is lost, and to discharge him from the sum therein mentioned, against the Drawer and

Nota.

all others in due form; and thereupon the party which did accept the Bill ought to pay the same, although he have not in his accepted Bill, for otherwise the party to whom it was made payable must send a Notary to make demand of the said sum upon the same offer of giving Bond to save harmless, as above; and then if payment be refused, the Notary must Protest for want of present payment, and the party that accepted the Bill is liable to make good the dammages and costs, he being the wilful occasion thereof, the loss of the accepted Bill being but accidental; and indeed such a Bill being really lost to the party to whom it was payable, and he himself being a man well known, and of good commerce, and such notification being made as above; (yea, I would advise to make the notification, though I did not miss the Bill till I went for the Money, and the rather, because I cannot tell what may fall out between the cup and the lip.) I cannot well imagine what loss he on whom it is drawn can be at in paying it at the due time to the right party upon his Bond to save harmless.

Object. Peradventure you will object and say, What if the second Bill comes pay-

able to another man, am not I bound to pay that Bill?

I answer, That can hardly be, I mean, that the second Bill should come payable to another man, if the first be made payable (in the Bill or by orderly affignment) to the party to whom you have paid the Money: And yet suppose the first accepted Bill which was lost was payable, or assigned to him that lost it, and a second Bill should come assigned to another man, (as I have seen such a thing happen, the honesty of him that did it I will not now dispute) the Money being really paid at the time when the same fell due to him that had the accepted Bill, and payable to him, and not having had notice of the other Bill until after it be due, the payment on, or according to the first Bill, is good and warrantable.

Object. But what if the first accepted Bill be afterwards found by any that shall come and demand the Money in the name of the party to whom it is payable, or that he himself shall have assigned it over to another man, and have taken up the value

of him?

Answ. It is all as nothing, coming after the time, and the Money having been paid at the time to the party to whom payable, (though without the accepted Bill, it being supposed loss) and having good Bond to save harmless; It will lie on him which bath committed the fraud, and not on the party on whom the Bill was drawn, and hath paid it at the time, who is free from both first and second Bill, and ought to be saved harmless accordingly.

No revoking Acceptance.

Thappened one day, that a young Merchant, though a middle-aged man, came to me, and told me, he had few hours ago accepted a Bill of Exchange, and delivered it back to the party to whom it was payable, but that just now he had received Letters of advice, that the party for whose account the Money was drawn, namely, the Drawer of the Bill, was failed of his Credit, and therefore the Acceptor would (if he could) un-accept the Bill, or make void his acceptance thereof, and desired me to advise him how he ought to do it: To whom I made answer merrily, Sir, pray go to the party that hath your accepted Bill, and tell him as much as you have told me, (if he know it not already) and if he will give you leave to cancel your acceptance of the Bill, (which he ought not to do) then you may be free from your engagement; but for my part I know no other way, for if you cannot recal your word in such case, much less can you make void your deed without mutual consent; for the truth is, a Bill of Exchange being once accepted, that acceptance cannot be recalled, but the Acceptor stands liable to the payment, and must make it good if he be able.

Accept

Accept for longer time.

F a Bill of Exchange be made payable at 30 days fight, and the party to whom the faid Bill is directed will not accept it but at 60 days fight': Or if the Dill be drawn at double usance, and the party upon whom the same is drawn will not accept it but at treble usance, or the like; that is to say, if the party upon whom the Bill of Exchange is charged will not accept it to pay according to the time therein limited, but for a longer time; In fuch case the party to whom the Bill is made payable, or his Affigns, must cause Protest to be made for want of acceptance of the said Bill according to the tenor thereof, and then he may take the acceptance offered; Or if the Bill of Exchange be left with the party to whom it is directed to be accepted, and he do of his own accord, without the knowledge of the party to whom it is payable, axcept the Bill for a longer time, or for a leffer fum than is mentioned in the faid Bill; in either of those cases the party unto whom the faid Bill is made payable, or his Assigns, must go with the said Bill of Exchange to a Notary, and cause Protest to be made for want of acceptance of the said Bill for the whole fum therein mentioned, or according to the tenor thereof as aforefaid; but he may not let the party blot out his acceptance; for by his acceptance Notes, he makes himself debtor, and owns the draught made by his Friend upon him, whose right another man cannot give away, and therefore cannot refuse or discharge the acceptance; and when the Bill is due, according to the time therein limited, I mean the time mentioned in the Bill of Exchange, the party to whom the faid Bill is payable, or his Affigns, must demand payment thereof accordingly, and in default thereof, a second Protest must be made for non-payment; and then he may (in fending away the Protest, but keeping the Bill by him) receive the Money for which it is accepted, or at the time it is accepted ar, unless he have express order to the contrary from the party which did remit the Money, whose order he ought to follow.

Receive part.

Nd if the Bill be accepted to pay but part of the Money mentioned in the Bill, as is before declared: Or that it be accepted in due form for the whole fum, but when the Bill falls due, the whole fum be not presently paid, then you may receive so much Money as will then be paid thereupon; and you may likewile make a receipt on the backfide of the Bill for so much Money as you have received in part of payment thereof. But you must presently Protest for non-payment of the remaining fum, according as is already here before declared: and the receiving part of the Monies upon the Bill doth no ways weaken the Bill, or the making Protest for not payment of the remainder, or any legal course to be taken for recovery thereof, either against the Drawer or Acceptor, but it rather strengthens the same, for there will be less behind to be paid, and it will serve to prove it a real debt, in regard there is part thereof already paid.

Bill accepted by another man.

M Oreover, if a Bill of Exchange be drawn on John A. and he refuse to accept it: Or if John A. be out of Town, and have left no legal order for acceptance thereof, by Letter of Atturney under his Hand and Seal, in due form: And that William C. (a Friend of the Drawers) will accept the Bill for honour of the Drawer; In either of these Cases, the party to whom the said Bill is payable, or his Affigns, ought in the first place to cause Protest to be made for non-acceptance by John A. and then he may take the acceptance of William C. for honour of the Drawer, for otherwise the Drawer may alledge that he did not draw the Bill on William C. but on John A. and therefore according to custom of Merchants diligence ought to be first used towards John A. and by Protest legally to prove his G 2

want of acceptance: Or else Order and Commission is broken, and so the dammage which may happen for want of having the acceptance of John A. (or his resultation not having given order) will be put upon him who had the Bill sent unto him to be gotten accepted, for you ought to respect your Friends good as your own.

How to recken the time.

Bill of Exchange dated the second of March New Stile, which is the twentieth of February Old Stile (except in Leap-year, which will be then the twenty first of February) payable in London at double usance, will be due the two and twentieth of April Old Stile, and not the twentieth of April; as some do erroneoully imagine, who would deduct the ten days (to reduce the New Stile to Old Stile) at the end of the double usance, and so they would go as far as the second of May New Stile, and then go backwards ten days, when of right they should go forwards from the date of Old Stile, relating to the place where it is payable, and reckon the double usance from the very date of the Bill, thus: A Bill dated the second of March New Stile, is the twentieth of February Old Stile, February having but twenty eight days, (for the twentieth of February old stile is the second of March new stile, even to the very day of the Week) so from the twentieth of February to the twenty third of March is one usance, and from the twenty third of March to the twenty second of April there is another usance; and so in like manner, if a Bill of Exchange be dated the tenth of March new stile, which is the last of February old stile, payable at treble usance, such a Bill will be due the last of May in London, and not the twenty eighth of May, as some do imagine, because February hath but twenty eight days. Also if a Bill be dated the eighth of January in Rouen, payable at double ulance in London, it will fall due the twenty fixth of February, and if from that date payable at treble ulance, it will fall due the twenty ninth of March, as is manifest by the Almanack or Table at the end of this Book; for you must always count your usances from the very date of the Bill, as I have made evidently appear by what hath been before declared concerning usances; And I have seen divers Bills of Exchange which have been sent from beyond the Seas, wherein the Drawers have written the old and new stile both together in the date of their Bills one above another, thus:

Amsterdam adj. 13 February 16 14 for 200 l. sterl.

Middleborough adj. 15 March 1654 for 150 l. sterl.

Adj. 17 March 7 1655. in Genona Dolars 245 at 57 d. 6 April 5 L. 58-3-9 d. sterl.

And the like, which is very plain and commendable in those that do so write, thereby to make things evident to the capacity of the weakest, and to avoid any further disputes thereupon, although in those Bills of Exchange where the old and new stile are not positively expressed, yet the same thing is intended and meant, and ought to be understood as if particularly set down; for if you have the date in new stile, you may soon see what date it is in old stile: And I have taken the more pains to make this out to every mans understanding, because I do perceive that many men for their own advantage, and in their own case, are subject to be byassed, and judge amis; but I conceive I have herein so clearly evidenced the truth and reason of my opinion, that it cannot but convince those that are, or have been of a contrary judgment, of their error and mistake, except they are wilfully blind, and then none so blind; Or that they can give me any better reason for their contrary opinion, and then I will submit unto them; for all Bills of Exchange (as I have said before, and is notoriously known and assented unto by all) which are made payable at usances, must be reckoned directly from the date of the Bill,

which if it be new stile, and payable in *London*, or any other place where they write old stile, the date must first be found out in the old stile, and then count forward and you cannot mistake.

Half Usance.

Alf Usance is always reckoned fifteen days from the date of the Bill, neither more nor less, because Usance is one Month by denomination, to be accounted next after the date of the Bill, as I have very fully shewed here before, and there is not any Month in the Year which hath in it above 31 days: Now therefore upon an indifferent account fifteen days must be reckoned for half Usance, be cause sisteen is the half of thirty, and a day consisting of 24 hours, cannot be subdivided from its proper denomination; So that if you have a Bill of Exchange dated the third of February new stile, and payable in London at half Usance, and would know when this Bill falls due, you must first (as before) look to the date, and you shall find that the third of February new stile is the 24 of January old stile, from whence count fifteen days forward, or add fifteen days to the twenty fourth of January, and you will find it will fall due the eighth of February inclufive following; and in case you have a Bill dated the third of February new stile, and payable at Usance and half, then count from the 24 of January old stile to the 24 of February old stile for the Usance, and from thence to the 11 of March inclusive (except in Leap-year) is 15 days, or half Usance, on which 11th day of March, and with the same day the Usance and half will expire, and that is the last day of the Usance and half, which day must be fully expired and past before the Money ought to be paid, and before any Protest can be legally made for nonpayment.

Three days after due.

7 Ou are to take special notice, that the day on which any Bill of Exchange doth fall due, is always to be accounted as part of the time limited in the Bill of Exchange as included therein; to that the day on which any Bill of Exchange doth fall due, doth belong to the party which is to make payment thereof, as being part of his time: As now for example, Suppose a Bill is made payable at thirty days fight, and it be accepted the fifth of February (February having but 28 days, except in Leap-year) you must reckon from the fifth of February to the sixth of February for one day, and from thence to the seventh two days, and so forward, (allowing 24 hours to a day) it will fall due (or the 30 days fight will expire with) the seventh of March inclusive; and in like manner with Bills payable at Usance, double or treble Usance, or Bills payable at a prefixt day, the full time of the Usances, or prefixt day must be taken inclusive as part of the time appointed for payment of the Bill: and three days next after the expiration of that day are usually allowed in London, as well for him to whom it is payable to procure payment thereof, as for him on whom the Bill is drawn to pay it, unless it be a Bill of Exchange made in France, and that the French Polt shall happen to depart on the second day after it be due, or that the third day be a Sunday, or no working day, or day of publick Commerce and Trade: And in any of those cases the Money must be paid the second day after the Bill salls due, or else Protest must be then made for non-payment, that so lawful diligence may be used within the three days, and advice thereof may be sent away by the very first Post after the Bill falls due: For although three days are usually allowed after a Bill is due, yet it is with this proviso, that the same be not to the prejudice of him to whom the Bill is payable, or of his Correspondent, or the Drawer; for if the Money be not paid, and the Protest made within the three days next after the Bill falls due, and that there should happen in the interim any misfortune to the party on whom the Bill is drawn, that he should be non-solvent, or the like, those in France concerned therein, will fooner

fooner take advantage thereupon to avoid the repayment, than they will do in the like kind who take up Monies by Exchange in Holland, or other parts, whose Bills if not paid the second day after due, and that the third day fall on a Saturday, they many times forbear to Protest for non-payment until the Monday following: however this is a general rule, namely, that according to custome of Merchants in London, Protest ought to be for non-payment within three days after the Bill falls due, and the Protest ought to be made sent away by the sirst Pott next after the time of payment is expired, be it for what part soever. I know there are some that would not have Sunday reckoned for one of the three days after a Bill falls due; Truly, I think they may as well not reckon Sundays to be any of the thirty days sight, or the like; for my part (though payments are not used to be made on Sundays, neither ought Protest to be made on a Sunday for non-payment) I cannot but reckon Sunday amongst the number of the three days, for I am sure if Saturday be the second day after the Billis due, then Monday will be the fourth day after it is due; Sure bind, sure find.

Protest must be made though the three days are expired.

Ut if Protest for non-payment be not made within the three days after a Bill of Exchange falls due, and that through negligence, or otherwise, it be forborn four, five, tix, or more days after the time limited in the Bill of Exchange; Yet nevertheless even then, if it be not paid, the Bill of Exchange must be protested for non-payment. I say, although the three days are expired, because you cannot well take any course in Law against the party which hath accepted the Bill, until you have made a legal demand of the Money by a publick Notary; neither is the party that drew the Bill bound, or liable (according to custom of Merchants) to repay the Money unto him of whom he hath received the value, until such time as there doth appear a Protest made for non-payment, to prove that the party who accepted the Bill, or he on whom it was drawn, hath not paid the Money upon that Bill of Exchange; but though a Bill must be Protested although the three days are expired, yet I would never counsel any body to omit protesting a Bill of Exchange the third day after it is due: For if it be not Protested before the three days are expired, and the party which hath accepted it shall then happen to be nonsolvent, as I said before, it may be alledged by the Drawer or Endorser, that the party to whom it was payable bath prejudiced them in neglecting his diligence therein, and the party that drew the Bill (especially if it be a French Bill, that is to fay, a Bill mede in France) may happen to delay (if not free) the second payment thereof upon that account; for although the Draweris bound to the deliverer until the Bill be satisfied, yet is with this proviso, that Protest be made in due time, and lawful diligence used for receipt of the Money by the party to whom it is payable, according to his duty, that so the Drawer may not suffer through his neglect. It is good to walk securely, there is no danger at all in protesting within the three days after a Bill of Exchange is due, but there may be danger in forbearing to Protest within that time: Wherefore my advice is, (let the party upon whom the Bill is drawn be never so good and able a man) if he do not pay within the time accustomed, cause the Bill presently to be protested for non-payment,

Bill payable at a prefixt day.

Bill of Exchange made at any part beyond the Seas, where they do usually write new stile, which is ten days before our English stile, being old stile, and such a Bill being made payable on such, or such a day, of such, or such a menth, you must know in this case, that you have nothing to do with the date of the Bill, but you are only to look to the day of the month positively expressed in the Bill, and that very day of the month according to our stile here in England, must be expired before the Bill will be due; and a Bill so made payable is not to be understood

understood on such, or such a day new stile, (except the same be so particularly expressed) but on such, or such a day old stile, according to the stile and usual computation observed at the place where it is made payable: As for instance, suppose a Bill of Exchange were made payable in this maaner following:

Laus Deo, in Amsterdam the 7th of February 1655. for 200 l. Sterling.

N the ninth day of March next pay this my first Bill of Exchange to Mr. Robert W. or his Assigns, the sum of two hundred pounds Sterling for the value received of Mr. Charles D. and put it to account as per advice.

Francis P. .

To Mr. George H. Merchant Pma. in London.

This Bill of Exchange will not be due until the ninth day of March English stile, and it cannot be accounted due (as some would have it) on the twenty seventh of February old stile, which is the ninth of March new stile; for it relates to the stile of the place where the Bill is made payable, and not to the computation of the Place or Countrey where the Bill is dated: For suppose now Mr. Robert W. in the Bill mentioned should demand payment of this Bill on the last of February and first of March old stile, and Mr. George H. should tell him, that he would pay it the ninth of March our stile, when due according to the tenour of the Bill, and not before, I would fain know how any Notary (if he understand himself) can Protest upon such an answer, or can draw out any legal Protest for non-payment before the ninth of March old stile be expired: For (pray observe) if the Notary dateth his Protest for non-payment on any day before the ninth of March old stile, according to the computation of the place where the Bill is payable, he will make his Protest bear date before the Bill is due, and so will be illegally made, and even the Protest it self will carry that along with it which will certainly cut its own throat 5 for the Bill is made payable the ninth, and the Protest will bear date before the day of payment be come, as may evidently appear: And yet this very case (to my knowledg) hath stumbled a Merchant of no small rank and commerce in Bills of Exchange, who having fuch a Bill of Exchange payable to him, would fain have persuaded himself (for the Acceptor, nor me he could not,) that the Bill would be due the 27 old stile, and if the party on whom the Bill was drawn would not fo accept it, my Merchant was very earnest to have a Protest made; whereupon to make things plain, and thereby convince him of his errour, I directed the Acceptor to underwrite the Bill thus, Accepted to pay the ninth of March, according to the tenour of the Bill, which when my Merchant beheld and well confidered, he perceived his errour, and well approved of the acceptance (for it was good) and so tarried till the ninth of March for his money, as he ought to do.

Acceptance by Wife, or Servant.

A Mans Wife, or Friend, or Servant, cannot accept a Bill of Exchange for him in his absence, without sufficient authority from him by a Letter of Attourney under his Hand and Seal, delivered in the presence of sufficient witness for the doing thereof; a mans word, (as if he should say to his Wife, Friend, or Servant, If any Bills of Exchange shall come drawn on me in my absence, accept them for me) is not sufficient, neither will a bare Letter serve, written to his Wife, Friend, or Servant; but there must be Hand and Seal, and Witnesses, which (if occasion be) may prove his legal consent to such acceptance: For indeed, it is against reason that any man should be bound to the payment of any sum of Money without valuable consideration, or without his own free consent; It is true, if the Wife or Servant have formerly accepted several Bills of Exchange in the like kind, and when

when the party on whom they were drawn hath come to Town, he hath approved thereof, and paid the Bills at the time, and so the Wise, or Servant are wont to do from time to time, and that this can be proved, I conceive it will come very close to him; but we hold a legal order for acceptance ought to be granted by Letter of Attourney under hand and seal, as I have already sliewed.

A Bill drawn at one Place, and payable at another.

IF a Bill of Exchange be drawn upon a man living at one Place, or City, and payable to a man living at another place, and that the Money is not to be paid in the City, or Town, where the party on whom the Bill is drawn doth dwell, but in · Come other City or Town where the party to whom the Bill is payable doth live, or at a place for, and at which there is a usual course of Exchange, and that the party on whom the Bill is drawn doth dwell some score of miles off from thence: Such a Bill as this, so foon as it comes to your hands you may send it down to some Friend in the same Town, where he on whom it is drawn doth live, to get acceptance thereof, and then to be returned to you; but when the Bill falls due, you need not feek farther for payment than at the House, or in the place where the Bill is made payable, and in default thereof you must there cause Protest to be made in due form: As for instance, Suppose a Bill of Exchange be drawn from Ronen, and directed thus, To Mr. William P. Merchant at Southampton, but made payable thus; Pay this my first of Exchange to Mr. Samuel B. or Assigns in London; or thus, Pay this my first Bill of Exchange at the House of Mr. Roger C. in London, to the order of Mr. Benjamin L. &c. this Bill must be fent down to Southampton to some Friend there to present to Mr. William P. to get accepted, but if he refuse to accept the Bill, you may either Protest at Southampton for non-acceptance, or else the Friend there may return the Bill, with his answer of refusal by a Letter to London to his friend that sent him the Bill, and by the help of fuch a Letter Protest may be made at London for nonacceptance; But now when this Bill is due, you must then only endeavour to get payment at London according to the express words and tenour of the Bill; and if no order be given at the House of Mr. Roger C. in London for payment, or if a particular House be not expressed, but only the Bill is payable in London, if you have not your money brought you within the three days after the Bill is due, you must cause Protest for non-payment to be made in London according to the usual manner.

The Taker bound to the Deliverer, and the Acceptor bound to the Party to whom payable.

Ou may please to take notice, That generally in all Bills of Exchange, the party that draws or under-writes the Bill, (or the taker, which is all one) I say he is bound to the deliverer, or to the party of whom the value was received; and the Acceptor, or party that doth accept the Bill, is bound to the party to whom the Bill is made payable: For although as well the Taker (or Drawer of the Bill) as also the Acceptor, are both bound in the Bill, and both equally liable for the payment thereof, yet they are not generally both bound to one man; I say generally, for if the Deliverer be servant to the party to whom the Bill is payable, then indeed the Drawer may be said to be bound to the party to whom it is payable as well as the Acceptor: Or, if the Deliverer be the Principal, and he remits his own monies by Exchange, payable to his servant, in this case likewise both Taker and Acceptor may be said to be bound to the Deliverer: But generally in parcels remitted and taken up by Exchange between Merchant and Merchant, the Taker is properly bound to one, and the Acceptor to another, though both of them are liable until the Bill be satisfied: So that if the accepted Bill be not paid at the time, and Protest made for non-payment, and there be occasion to commence a Sute in Law against the Drawer, it must be entred in the name of the Deliverence.

verer;

verer; and in like manner, if a Sute be commenced against the Acceptor, it must be made and profecuted in the name of the party to whom the Bill is made payable, for the party (happily) that draws the Bill takes no great notice to whom it is made payable, (he being thereunto directed usually by the party that delivers him the value;) Neither doth the party which accepts the Bill take much cognizance of the party that did deliver the value, but only of the party that drew the Bill, (with whom he corresponds,) and of the party to whom it is made payable, (to whom by his acceptance he bindeth himself for the payment;) And so likewise where there are any Assignments on Bills negotiated, always the party that receives the value is directly bound to him of whom he hath received it, and the Acceptor to the last assigned.

Better fecurity.

F a Merchant which hath accepted a Bill of Exchange shall happen to be non-folvent, or publickly reported to be failed of his Credit, and that he doth absent himself from the Exchange in the interim before the Bill of Exchange by him accepted be due: You must then presently upon such report cause demand to be made by a Notary for better security, and in fault thereof, cause Protest to be made for want of better fecurity, and fend away that Protest by the very next Post, that to upon receipt thereof by your friend which sent you the Bill, he may procure security to be given by the party which drew the Bill; One string being crackt you must feek to get another new one, that so you may still have two strings to your Bow; And when the Bill is due, if not paid, you must then Protest again for nonpayment, and send away that Protest also; and the Drawer, or his surety, must bear and pay as well Principal as Charges, such as is port of Letters, cost of Pro-Charges; tests, and if the money be taken up per rechange on him) the price of rechange, and brokerage.

Protest in the day time.

T F at any time you have occasion to cause Protest to be made on any Bill of Exchange, either for non-acceptance, better fecurity, or for want of payment, always be sure to cause Protest to be made in the day time, that is to say, between Sun-rifing and Sun-fetting, but tarry not until the last hour, if you may do otherwise; and when I say between Sun and Sun, my meaning is, in the day time, or time of Commerce and publick Trade, when, and during the time that Shops are generally open, for one Swallow doth not make a Summer; For it may be in Summer time in London some men do open Shops by four or five of the Clock in the Morning, but generally not until fix or seven, and some do shut up not until nine or ten, but generally at seven or eight of the Clock: And again, in Winter haply some may open about fix or seven of the Clock in the Morning, and shut up not until nine or ten, whenas generally they open about eight, and thut up about four or five of the Clock at Evening: So that as a Bill of Exchange is of great concernment to Merchants in Trade, and a Protest upon any of their Bills may prove to their great discredit; so likewise it is therefore provided by the Law and custom of Merchants, that not any Protest upon any of their Bills of Exchange ought to A Caveat be made against them out of season, or at an unseasonable time, when men gene-for Notaries, rally cease to use publick Commerce and Trade; for there is a time of Rest as well as a time of Labour, a time for Devotion as well as a time of Negotiation, a time for private Imployment, as well as for publick Concernment. If I should go about ten of the Clock at night to a Merchant to buy a percel of Taffaties, would he not be ready to excuse the shewing of them at such an unseasonable hour, and defire me rather to come the next morning about nine of the Clock, and that then I should fee them, and in so answering me, wherein doth he deserve blame, may not he for all that continue to be a Merchant of good repute? Because he will not shew his Goods at fuch an unseasonable hour, can any therefore conclude that he hath not

any goods to fell? Ought not I rather to be blamed to give disturbance to him at such an hour of the night? I could say much in this particular: but as I defire not to give advantage to any ill-affected to forbear payment of monies due by Bill of Exchange, whenfoever the same is justly and rightly demanded, so I dare not conclude a Protest to be legally made at any hour of the night, or at an unseasonable time; You cannot err in causing Protest to be made (if occasion be) on a working day before Noon, or Asternoon, in the time that men do generally use and exercise Commerce and Trade, as well in buying and selling of Goods, as in paying and receiving of Monies: And therefore to prevent all Objections which may be made against the legality of the Protest, I would advise every one that hath occasion to cause Protest be made for non-payment to play above-board, and to let their Protest to be made at convenient time, as is before declared; for you are not bound not to Protest until the last hour of the third day after the Bill is due, but you are bound by the Law of Merchants, used in England, to Protest within the three days, and before the last hour be expired, which is generally taken at Sun-setting. or thereabouts; wherefore you may as well Protest in the Forenoon as in the Afternoon, and as well at two of the Clock in the Afternoon as at four of the Clock: And therefore befure you do not prejudice your felf in tarrying beyond your time before you cause Protest to be made for non-payment of your Bill, in case it be not paid before the third day.

Protest returned for non-acceptance, or want of better security.

Hen any Protest is returned unto you for want of acceptance, or for want of better security, upon receipt thereof you must presently repair with the Protest to the party to whom you delivered your money upon the Bill of Exchange, which is either the Drawer or Indorser; and upon sight of the Protest he must give you good security to your content for the monies so taken up by Exchange to be bound to repay the same with Rechange and Costs, in case it be not paid at the time by the party on whom it is drawn; and therefore the usual custom is, in this case, that the Drawer or Indorsor having received the value, must procure an able man, some friend of his, to underwrite the Protest, which is come, for not acceptance, or for want of better security, using these or the like words: I here under-written, do bind my self as principal, according to the custom of Merchants, for the sum of Money mentioned in the Bill of Exchange whereupon this Protest is made. London this ninth of February, 1654.

John G.

Protest for non-payment returned.

But if a Protest be returned for want of payment, and if you have had security already given you on the Protest for non-acceptance, or for want of better security, then upon receipt of your Protest for non-payment you may only acquaint the Drawer (or party that took up the money) therewith, and tarry out the fame proportion of time at which the Bill was made payable, to be accounted from the time it fell due, before you demand your principal money with the Rechange and Charges of the party that drew the Bill, or of his surety, who, according to the Law of Merchants, are bound joyntly and severally to repay the same upon the Protest for non payment: but if the Bill was accepted, and the Acceptor not failed, fo that there was not any Protest made until the Bill fell due, and then there comes a Protest for want of payment: In this case you must take security upon that Protest for non-payment, as is directed here before upon the Protest for non-acceptance, except the Drawer do presently pay down the Money, and Interest, and Charge, accrewing from the day it fell due until that very day of shewing him the Protest for non-payment, and that you do consent thereunto; for otherwise, in case a Bill be protested for non-payment, and the Protest exhibited to the Drawer, he may (giving

(giving fecurity, as before) keep the money until so much time more be elapsed as the Bill was drawn for, before he can be compelled to make payment: As now for instance, If the Bill be dated in Amsterdam the 9th of February, and payable at usance in London, and protested for non-payment, the Drawer may claim the like time of usance for repayment thereof, as above; so that as there was one month for the exchange of the money from Amsterdam to London, so likewise there must be another month for re-exchange of the money from London back again to Amsterdam; and thus you see it will be the ninth of April before you can have your money with the re-exchange thereof, and charges at Amsterdam; but if the Drawer will keep the money out the time, and yet will not give security upon the Protest, then the deliverer may presently take a course in Law against him, and he will be compelled to repay the same with costs, and considerable damage.

Keep the accepted Bill, but return the non-accepted.

Hen an accepted Bill is protested for non-payment, I would advise to send away the Protest, as I have shewed before, but to keep the accepted Bill in your own cultody, except you have express order to the contrary; for the Protell for non-payment will be sufficient proof whereby to recover of the Drawer, and then withal if the first Bill be accepted, the second Bill will serve against the Drawer, as well as the accepted Bill, but here in England you cannot take course in Law and expect a good iffue in your Sute against the Acceptor, without the original accepted Bill be produced in Court: So that you keeping the accepted Bill by you, and sending your friend the other Bill (if you have it) with the Protest, he can sufficiently thereby claim his money of the Drawer or party to whom he hath delivered the value; and likewise you at the same time (if it be an outland Bill) may implead the Acceptor upon the accepted Bill; and if the Drawer should defire to have in the accepted Bill as well as the other, before he repay the money, it will be time enough to lend the accepted Bill when it is fo defired, but I would not advise to send away the accepted Bill with the Protest for non-payment, for fear it miscarry, nor to part with the accepted Bill without special order, and upon good grounds. But if the Bill were never accepted, and not paid at the time, then there is no danger to fend back the Bill with the Protest for non-payment, both together, for you have done your whole diligence needful concerning that Bill, and it will rest wholly upon the Deliverer to seek his remedy against the taker up of the money, and to procure payment thereof from him as is fitting.

Bill of Exchange lost, left to be accepted.

If a Bill of Exchange be left with a man to be accepted, and he happen to have loft the Bill, or that it be mif-delivered, that is to say, delivered by him, or any of his Servants, or by his means, to a wrong party; Or, if in any case the party which left the Bill to be accepted cannot have his Bill of Exchange re-delivered unto him, accepted, or not accepted, according to cultom of Merchants: In this case the party that loft the Bill, namely, he on whom it is drawn, or through whose means it is mif-delivered, (if he intended to accept the Bill, or if he had accepted it) must give a Note under his Hand and Seal for the payment of the Money mentioned in the Bill, to the party to whom it was made payable, or his Assigns at the time limitted in the Bill. I say, to pay the Money upon the second Bill, if it shall come to hand within the time, Or essent thereof he must bind himself to pay the Money upon that Note at the same time; for it is but just, and reasonable, that he which hath lost my Specialty, or Bill of Exchange, should make it me good by some other means equivalent thereunto: But in case the party that thus lost the Bill do resuse to give such a Note under his Hand and Seal; then he which presented him the Bill to be accepted, or that left the Bill with him, must presently

presently cause Protest thereupon to be made in due form, and must send the Protest away by the first Post: And in like manner make demand of the Money at the time, though he have neither Note nor Bill of Exchange, and in default of payment he must cause a second Protest to be made, and send it away as the former. But in case there be such a Note made, and at or before the time limited for payment thereof the second Bill of Exchange shall not be come to hand, you must go to receive the money upon that Note according to the contents thereof, and in default of payment you must cause Protest to be made upon that Note for non-payment, as if you had the accepted Bill, or that the second Bill were come to hand, but not paid at the time.

Bill endorsed in Blank.

IF a Bill of Exchange be made payable to one beyond the Seas, or to one withinland in the Country, and he subscribe only his Name on the backside thereof. leaving an empty place above his Name, and do so send it to a Merchant, or Friend of his, to get it accepted, and to receive the money at the time therein limited of the party on whom the Bill is drawn, (as it is usual so to do) the same is suffient warrant for the party to whom the Bill is sent to get it accepted, and to receive the money accordingly: And in this case, when the party that hath the Bill shall go for the money when the Bill is due, he may either receive the money himself, or fend his man for it; if he go himself, he may either write an Assignment in the empty place above the name on the backfide of the Bill, and so make it payable to himself, and then when he shall have received the money, he must make a receipt for the same underneath the Assignment in his own name in ordinary manner for to much money received; Or else he may forbear making an Assignment in the empty place to himself, and instead thereof he may in the same empty place above the name make a receipt, as if the money had been paid to the party to whom the Bill is payable, and that fet his name thereunto in blank; and if he fend his man with the Bill to receive the money, the man may upon receipt of the money either deliver up the Bill as it is, without writing any thing upon it, or elfe, he may (as before) fill up the empty place with an Affignment payable to his Mafter, and then make a receipt underneath for fo much money received in full of that Bill for his Masters 'use, governing himself therein according as the party that shall pay the Bill of Exchange shall direct, for either way is good and warrantable, according to the custom of Merchants used in England.

Accept for Account of Drawer.

F a Bill of Exchange be subscribed or drawn by Abraham F. on Benjamin G. for the Account of Charles H. and it so happen that Benjamin G. to whom the Bill is directed, will not accept the Bill for Account of Charles H. as it is drawn, but would willingly accept it for the Account of Abraham F. being a special friend to Benjam, G. on whom it is drawn, and so this Benjam. G. is very unwilling to suffer the Bill to go back by Protest for non-acceptance, and therefore he defires to accept it for honour of the Drawer, and for his account: In this case (according to the Law of Merchants)
Benja: G. may so accept the same; but before he do accept the Bill, he must personally appear before a Notary publick, and declare before himfuch his intent, and the Notary must make an Act thereof, in due form, to be sent away by Benjamin G, to Abraham F. that so he may have speedy advice thereof; and the Act being entred, then he may accept the for Bill the honour of the Drawer, and for his Account. And when the Bill is due, he must cause a like Act to be made for payment, before he pay the Bill, declaring that he will pay it for honour of the Drawer, and for his Account, but not for account of Charles H. for whose Account it was drawn; and thus (Benjamin G. giving honour to the Bill, although he do it for another account than for which it was drawn) according to the Custom and Law of Merchants generally observed, Abraham F. is bound to make the same good again unto Benjamin G. with Exchange, Re-exchange, and Costs; but Benjamin G. must be sure to make such his declaration before he do accept the Bill, or any ways engage or oblige himself thereunto; for otherwise if he should first accept it, and then that it might be lawful for him at any time afterwards to alter the property thereof, and charge it for Account of the Drawer at the Acceptors pleasure, the Drawer Abraham F. might be much prejudiced, as in reference to Charles H. by whose order (it may be) and for whose Account Abraham F. drew the same Bill:

Bill paid upon Protest.

IF a Bill of Exchange be drawn upon a Merchant, or any other here in London, and he refuse to pay it, or hath not money ready to make present payment at the day, and thereupon Protest is made for non-payment, and another Merchant or Friend to the Drawer, having notice thereof, doth appear and declare before a Notary publick that he will pay it for honour of the Drawer upon Protest, and accordingly doth pay the same, and cause an Act to be made thereupon, as I have shewed before; My advice is, that the receipt which he shall take for the money by him paid, be made and written under the Protest and A&, but not upon the original accepted Bill of Exchange, for divers reasons which I could give, but especially, I approve of a receipt on the Protest, and not on the Bill, that so thereby he may still keep the Bill free, as not being satisfied by those whom it particularly did concern; only (if he will) let the party to whom the Bill is payable (and to whom the money is paid) subscribe his name on the backside of the Bill to a blank, and let the Protest and Act be sent and returned to the party, for whose account he doth honour the Bill, but let him keep the accepted Bill by him, to be ready upon all occasions against the Acceptor.

Bill must not be paid before due:

F a Bill of Exchange be made payable at Usance, double Usance, thirty days fight, or at any longer or shorter time, and when the Bill shall be presented to the party on whom it is drawn to be accepted, or at any time before the Bill is due, he to whom it is payable shall defire to have the money presently paid him (by way of anticipation) before it be due by the tenour of the Bill, and thereupon shall offer to rebate for the time: Or if the party to whom the said Bill is directed, having some monies by him, and willing to make some profit thereof, shall of his own accord offer him to whom it is made payable to pay him the money presently before the time limited in the Bill of Exchange be expired, in case he will discount for it, or allow him some consideration for the time; The party which shall so pay any money upon any Bill of Exchange before it be due, doth run in some danger in not observing order: Indeed, he to whom it is payable, and which doth so receive the same, is in no danger at 'all by receiving the money before it he due, but let him beware that so payeth it; for if the money or parcel which is remitted be really and properly belonging to the party which delivered the same by Exchange to the subscribed of the Bill, and if the Bill be made payable to a Factor, Servant, Agent, or Friend of the Deliverers, only to and for the Deliverers use; and it before the Bill is due, the Deliverer do send his Countermand (as he may do) not to pay the money to such his Factor, Servant, Agent, or Friend to whom it was payable by the tenour of the Bill, But to fome other whom he shall appoint: In this case he on whom the Bill is drawn ought to be liable to the payment thereof according to that Countermand, to the party who shall be thereupon so appointed; for as it is not properly in his power (I mean in the power of the party on whom the Bill is drawn) to prolong the time of payment, so as that he may chuse if he will pay the money at the time limited in the Bill, or make the party to whom it was payable to tarry any longer for his money; neither can that

party to whom the Bill is payable (in the case before mentioned) warrantably shorten the time limited and appointed in the Bill, or agree with the party on whom it is drawn to pay him the money before it be due, for the bargain is made between the Deliverer and the Taker, and respect ought to be had thereunto; and although this case of Countermand doth not ordinarily and commonly happen, yet it may happen, and I have known it come to pass, and who can certainly assure himself that the same will not besal him in his payment of Monies on any Bill of Exchange before it be due; For my part, the advice which I desire to give herein is such as may be for the security of him that parts with his money, that he may do it upon good grounds, and so may be warrantably discharged, but that he cannot well be in breaking order, wherefore I shall never advise any to pay money on Bills of Exchange before they be due.

Second Bill with an Affignment.

F a second unaccepted Bill of Exchange besent unto you from the party to whom it is payable, with an Assignment on the backside thereof, ordering the payment to be made unto your felf for the value received of your Friend or Factor, presently upon receipt thereof you must present, or cause the same to be presented to the party on whom it is drawn, to be by him accepted (unless you have the first Bill already accepted;) If the party on whom it is drawn do refuse to accept the second Bill, pretending that he hath already accepted the first Bill to another man unknown, or that he cannot name unto you; or if you cannot be actually possessed of that first accepted Bill, you ought upon refusal of acceptance to cause Protest to be made for non-acceptance of that second Bill; that so upon sending away the Protest, security may be given to your Friend, or Factor, that the money shall be paid unto you at the time, or at leastwise Protest to be entred; for, the party to whom the Bill is directed is not bound by your second Bill to the payment of the money unto you, until he do accept of the Bill of Exchange according to cultom of Merchants, unless that he have already accepted the first Bill, and the same be in your custody; for although as well the subscribed or drawer of the Bill of Exchange, as the party which doth underwrite the Affignment confession the value received, and likewise the Acceptor of the Bill are all of them liable and bound in the Bill of Exchange, yet they are not all immediately bound either to the Deliverer, or to the party to whom the Bill is payable, but each party is bound to the other with whom he doth more immediately correspond, as I have more particularly here before declared.

Party dead which accepted.

If the party to whom your Bill of Exchange is directed do accept the Bill, and then if he shall afterwards happen to decease and depart this Life before your Bill is due, you must at the appointed time of payment demand the money of his Executors, or Administrators at his Mortuary House, or last dwelling House, or place of Aboad, and upon their refusal or delay of payment, you must Protest for non-payment, in the same manner, as you would have done if the party on whom the Bill was drawn had been Living, and had not paid it at the time.

Party dead to whom payable.

If the party to whom a Bill of Exchange is made payable be dead at the time when it falls due, and that his Executor, or Administrator, have not yet proved the Will, or taken out Letters of Administration, yet nevertheless you must not omit to make demand of the money at the just time limited in the Bill; And if you offer Security to save harmless against the Executors, and Administrators of the same party deceased, and that it be resused, you must Protest for non-payment.

Bill

Bill without Assignment.

IN like manner, if you have a Bill of Exchange, sent to you to get to be accepted, payable to another man, and (the Bill being accepted and due) you have not an Assignment on the Bill from the party to whom it is payable, ordering it to be paid unto you according to custom of Merchants, you must make demand of the money upon that accepted Bill without an Assignment, and you must offer to give Security to save harmless against the party to whom the Bill is made payable, and all others: And if your proffer be resuled, you must Protest for non-payment.

No such man to be found.

If your Bill of Exchange, be directed (suppose) to Nathaniel Q. Merchant in London, and that you shall have enquired on the Royal Exchange, and other parts of the City for such a Merchant, and shall not be able to find him out, or any body that knoweth him, or that indeed there be not any such man of that name in London, then you must carry your Bill to a Notary publick, and he must Protest thereupon in due form.

No body at Home.

If when a Bill of Exchange is sent you to get accepted, and there be no body at home at the House, or place of Aboad of the party on whom the Bill is drawn: Or if when your Bill is due you cannot meet with the party at Home, nor any body else on his behalf to pay the money, you must cause Protest to be made, either for non-acceptance, or for non-payment, at his dwelling House, or Lodging, in his absence, which is as effectual, according to the known Law of Merchants, and the Rules of Equity, (being made in seasonable time) as if the same had been made speaking to him in person, for you cannot be bound (it being beyond your power) to make the party on whom the Bill is drawn to abide at Home, but in reason he is bound to attend his own business at seasonable Hours, and it concerns him to keep a good correspondency with his own Friends, especially in matters of Bills of Exchange, whereof he cannot be ignorant.

No avoiding a Protest.

And the truth is, if no Protest could be made legally, but in speaking to the party himself, a Protest might be prevented at pleasure: But it lies not in the power of the party on whom a Bill is drawn to hinder the protesting of the Bill, if not by him accepted and paid according to the tenour thereof.

Figures and Words difagreeing.

A Bill of Exchange, though written in few words, and contained in a small piece of Paper, yet is of great weight and concernment in point of Trade between Merchant and Merchant, and therefore ought to be written very plain and legible, and without any blots, or mending, or altering of any word thereof, that so there may not arise any doubt or scruple in the payment thereof: And therefore it is that usually Merchants do write the Sum that is to be paid, as well in Figures as in words at length, as you may observe by the several forms of Bills of Exchange contained in this Treatife; And if it so fall out, that through unadvisedness, or errour of the Pen, the figures of the Sum, and the words at length of the Sum that is to be paid upon any Bill of Exchange do not agree together, either that the Figures do mention more, and the words less, or that the Figures do specific less, and the words at length more, in either, or in any such like case, you ought

ought to observe and follow the order of the words mentioned at length and not in Figures, until surther order be had concerning the same, because a man is more apt to commit an errour with his Pen in writing a Figure than he is in writing of a Word: And also because the Figures at the top of the Bill do only, as it were, serve as the contents of the Bill, and a Breviat thereof, but the words at length are in the body of the Bill of Exchange, and are the chief and principal substance thereof, whereunto special regard ought to be had; And although it may so fall out that the Sum mentioned in Figures in the Letter of Advice, and the Sum mentioned in Figures in the Bill of Exchange do agree, yet if the Sum mentioned in words at length in the same Bill do disagree, you ought to follow the Order mentioned in words at length in the Bill, and not the Order in figures, for the reasons before alledged.

A Name mended or interlined.

IF it chance that the name of the party, to whom a Bill of Exchange is made payable, be mended or interlined in the Bill, and that the same be accepted by the party on whom it is drawn, (though it is an errour, and justly to be reproved, especially in Merchants) which indeed seldom doth happen, yet nevertheless the same cannot be a sufficient excuse for the party that hath accepted it, or any legal warrant for him to resuse or deny the payment thereof at the time unto that party whose name is mended or interlined in the Bill, or unto his order by his Assignment, if the Bill was so mended before it was accepted, and be made payable to him or his Assigns, for he could not choose but have taken notice of the errour when he accepted the Bill, and ought to have satisfied himself therein before he accepted it: If he say, it hath been mended or interlined since he accepted it, he must prove that.

Bill payable positively to such a man.

Dut if the Bill be made payable positively to such a man, and not to such a man, or his Assigns, or Order, then an Assignment on the Bill will not serve the turn, but the money in the strictness of the Letter must be immediately paid to such a man in person, and he must be known to be the same man mentioned in the Bill of Exchange, that so the money may not be paid to a wrong party, and so the Acceptor forced to pay it twice. And if the Bill be made payable positively to such a man as hath been said, such a mans Name written on the backside of the Bill in blank, is no sufficient warrant for another man to come (as in his name) to receive the money, but the man himself, to whom the Bill is payable, must appear in person.

Bill without direction.

In case a Bill of Exchange do come without a direction on it, that is to say, if it be not directed to any man, only the Drawer hath set his Name to it, but hath omitted to direct it to the party on whom he intended to charge it; yet if in the Letter of advice to the friend to whom the Bill is payable, or to whom it is sent to get accepted, the Bill is there mentioned to have been drawn on such a man, naming a mans Name; this friend to whom the Bill is sent, ought to present the Bill to that man, to be accepted, according to that advice: And in case that man shall results to accept it, because there is no direction upon the Bill unto him, the party to whom the Bill was sent ought to make Protest for non-acceptance, for he protestet against the Drawer in not having taken sufficient care that the Bill might be accepted by some body according to custom, and the Drawer is justly to bear the charges thereof for his omission and oversight, though I cannot see but if the party to whom the Bill is presented, to be accepted, have likewise advice thereof.

and

and sufficient ground or reason to have accepted it, if the Bill had had a direction on it to himself, he may upon sufficient ground accept the Bill upon that advice, although the direction on the Bill to him be omitted; but it must be confessed it is an overfight, and an errour in the Drawer, in omitting to direct his Bill of Exchange; and if his friend do suffer it to be Protested, I conceive, he shall have sufficiently corrected him for his errour.

The Drawer repays the value upon Protest.

F a Bill of Exchange be made payable to one man, for the value received of another man, and the party on whom the Bill is drawn hath accepted the Bill. but at the time when it falls due he faileth in the payment, and hereupon Protest is made, and by vertue of that Protest the party which delivered the value doth recover satisfaction of the Drawer; I say, in this case the Drawer is freely discharged against the party, or parties, to whom the said Bill was made payable, either immediately in the Bill, or mediately by Assignment, or Assignments, were they never so many on the Bill; So that neither he to whom the said Bill was first made payable, nor any other, to whom the faid Bill shall be assigned in any manner whatloever, ought to molest or trouble the Drawer, or legally, according to the Law of Merchants, can sue or prosecute the Drawer, he having already repayed the money to the right party, whose receipt and discharge for the same is a sufficient release against all further trouble which may happen to be made upon him by any body whatsoever; Neither can he to whom the Bill is first made payable (if but an Assign of the Deliverer) prosecute the Acceptor (after the Drawer hath given satisfaction to the party which delivered the value) no more than my Assign can protest and prosecute a Surety upon a Bond made payable unto me, or my Assigns after that I shall have received satisfaction from the principal, for although I must confess, in this case the Acceptor is not totally discharged, for it is supposed he did accept the Bill by order of the Drawer, or for some other account, to whom therefore he must be responsible: Yet in reserence to the party that delivered the value first, and the party to whom the Bill was payable (supposing himself to be but an Assign of the Deliverer) the Acceptor doth but confirm what the Drawer hath done, and the Drawer having made refaction to the Deliverer, the Acceptor is likewise discharged against the Deliverer, and against the party to whom the Bill was first payable, (if he be but an Assign) but the Acceptor, by vertue of his acceptance, makes himself debitor, and is still liable to the Drawer, or to the account for which he accepted the Bill, until satisfaction be given.

Letters of Credit.

The chiefest means of Correspondency and Trade between Merchant and Merchant from one Place or Country to another, doth confift, and is born up by Letters missive from the one to the other; which Letters, if not countermanded, are binding, and may serve for sufficient proof according to the Law of Merchants, in case of dispute; and therefore it is that Merchants do usually keep Copies of their Letters which they do write to their Correspondents, thereby to know what order they do give in their affairs, and whereunto they are bound; and these Letters have divers and several appellations, though they serve all for advice and order, yet some are more particularly called Letters of Commission, others Letters of Advice, others are called Freight-Letters, and others Letters of Credit: Letters of Commission are for buying or selling of Goods, freighting Ships, taking up Money, or remitting Money by Exchange, or the like; Letters of Advice are such which I write to my Friend, Servant, Correspondent, or Principal, advising them of Monies drawn or remitted by Exchange; Freight-Letter's are such which are written upon the freighting, or taking to freight, any Ship or Vessel, or any Tunnage thereof, informing what Tunnage is taken to freight, and what freight is to be paid

for the same; Letters of Ciedit are properly such which are written to furnish Monies by Exchange upon the Credit of him that writes the Letter: These Letters of Credit (in regard they do more immediately concern the Credit and Honour of the party which doth write the same, supposing him to be a Merchant, or Trader, whose chief and best substance is his Credit) must needs be held of most concernment, and most binding by, or from the party, or parties, that do underwrite or subscribe the same, unto the party or parties to whom they are directed. or who are concerned therein; In case he or they shall comply therewith, because thereby the Credit of him which underwrites the Letter is vindicated, and his Honour, Repute, and Esteem much manisested. Now Letters of Credit, for the furnishing of Monies by Exchange, are of two forts, the one general, the other special: The general Letter of Credit is, when I write my open Letter directed to all Merchants and others that shall furnish Monies unto such and such Persons upon this my Letter of Credit, wherein, and whereby I do bind my felf, that what Monies shall be by them delivered unto the party, or parties, therein mentioned, within such a time at such and such rates, (or in general terms at the Price Currant) I do thereby bind my self for to be accountable and answerable for the same to be repaid according to the Bill, or Bills of Exchange, which upon receipt of the money so furnished shall be given or delivered for the same; and if any money be furnished upon such my general Letter of Credit, and Bills of Exchange therefore given, and charged, drawn, or directed to me, although when the Bills come to hand, and are presented unto me, I should refuse to accept thereof, yet (according to the custom of Merchants) I am bound and liable to the payment of those Bills of Exchange, by virtue and force of such my general Letter of Credit, because he or they which do furnish the money, have not so much (if any) respect unto the sufficiency or ability of the party which doth take up the Money, as unto me who have given my Letter of Credit sor the same, and upon whose Credit meerly those monies may be properly said to have been delivered; The Special Letter of Credit is, when a Merchant, at the request of any other man, doth write his open Letter of Credit, directed to his Factor, Agent, or Correspondent, giving him order to furnish such, or such a man by name with such or such a Sum of Money, at one or more times, and charge it to the account of the Merchant that gives the Letter of Credit, and takes Bills of Exchange, or Receipts, for the same; particular Letters of Credit are usually writ and subscribed with the own hand of the Merchant that grants them, wherein it is very expedient, (as well for the certainty of him that is to furnish the Monies, that he may be sure the Letters come directly from the Merchant, and so that his credit may not suffer through any dilemma or demur in compliance, by reason of any doubt which may be of the reality of the Letter, as for the plain meaning and obligation of the Merchant himself to be responsible for the same) that the Merchant do mention or recite fome thing or other particularly which hath happened in fome former affairs or dealings, or which is yet depending between them, or at leastwise the date of his last Letter. Now in the General Letter of Credit, he that writes it doth make use of his Credit for his own account and concernments in his way of Trade, and therefore there need no more than his Letter of Credit to make him liable to repay what shall be so surnished; But in the particular Letter of Gredit, he that writes the Letter doth it not to make use of the monies himself, or to be imployed for his own use, but for the use and accommodation of some other man, at whose request he is willing and doth write his Letter of Credit; and therefore it is very expedient and ordinary for him, at whose intreaty the Letter is written, at the writing. and upon receipt thereof, to give security by Bond, or otherwise, unto the Merchant that gives the Letter of Credit for repayment unto him, his Executors, or Affigns, of all such monies as shall be received by virtue of the said Letter of Credit; for the Merchant by his Letter stands sufficiently bound to his Correspondent, and therefore it is no more but reason that he for whom the Letter is granted should give (as it were) his Counterbond for repayment. The Bills of Exchange,

which are to be made for monies taken up by Letters of Credit, do run in the ordinary form of Bills of Exchange, whereof I have let down leveral towards the beginning of this Treatise; As for the form of the General Letter of Credit (in regard each man knoweth best his own occasions inducing him thereunto, whereof the Letter must chiefly consist.) I shall wave it, and will only set down a form of a particular Letter of Credit, which may run in these, or the like words:

Laus Deo, in London this 29 of February, 1654.

Mr. William M.

SIR, My last unto you was of the 12th of January, wherein I wrote you what needful in answer to yours of the seventh of the same month; This serves chiefly to defire you to furnish and pay unto Mr. John G. English Gentleman, to the value of two thousand Crowns at one or more times, according as he shall have occasion, and defire the fame of you, taking his Receipt, or Bills of Exchange, for the monies which you shall so furnish him with, and put it to my account, and this my Letter of Credit shall be your sufficient warrant for so doing, Vale.

To Mr. William N. Merchant at Paris.

Thomas P.

Such a Letter as this is to be delivered open unto the party that is to make use thereof, but then the Merchant that writes this Letter of Credit doth usually give notice thereof in, or by, his next Letters which he shall write to his friend to whom it is directed, who having paid the monies, and taken receipt, or Bills of Exchange for the same, must fend them back to the Merchant that gave the Letter of Credit, for him to demand payment thereupon of those that of right shall appertain, according to reason.

Put Bill in Letter-Case as Almanack.

N regard Bills of Exchange (though of great concernment) are ordinately written upon small pieces of Paper of about three or four Fingers broad, which by reason thereof are the more subject to be lost, especially if you carry them loose about you; Therefore I would advise you (for prevention thereof) to keep a Letter-Case; or (which is better) a Pocket-Almanack, or small Pocket Paper-Book with Classes; and put your Bills of Exchange therein, that so they may be kept clean and whole, and less subject to be lost, at the destroyer T - Low old to the first of

... How to bring French Crowns into Sterling Money.

F you have a Bill of Exchange fent you from France, the money to be received in London, and your Bill be remitted to pay to many Crowns, at fuch, or fuch a price, as it is usual so to do ! To know how much you must receive herein Sterling Money, you must first bring your French Crowns into Penee Sterling, at the price or rate set down in your Bill; and then bring your Pende into Pounds, and you will have your defire: As for Example, If your Bill be drawn to pay 230. Crowns at 562d. per Crown, first multiply the 25d Crowns by 563d, and it will make 14000 Pence, whereunto add for the \$62 \frac{1}{2} Pence (because 62 \frac{1}{2} is the \$\frac{1}{2} parts of 250) and it will midde 14062 ½ d. Sterling, and divide the 14062 by 240 d. (because 240 d. makes a Pound Sterling) fund it will produce 58 Pounds Sterling, and there will remain 1421 Pence, which divide by and disand it will make 1-1 Stilllings, and there will remain 10 d them add the schremaining of your multiplica-The property of the property o

By the same rule you may reduce Ducats, Dollars, and Pieces of Eight into Sterling Money, when you know how many Pence sterling the Ducat, Dollar, or Piece of Eight is valued at for the Exchange thereof; but because this doth more properly belong to the Art of Arithmetick, whereof divers able men have already put forth several Treatises, as well in French as in Dutch, and also in English, some whereof have come to my hands, therefore I shall not proceed any surther herein; It sufficeth, that what I have here, in this present Treatise declared, is warrantable according to the Law of Merchants, and enough to guide any in the Trade of Exchange beyond what hath ever hitherto been published by any, which I will aver and justifice.

Directions concerning the two ensuing Tables.

He first Table is for any year except Leap-year: The second Table is only for Leap-year, which happens every fourth year, as namely, Anno 1656.

1660. 1664. Oc.

In the first Column of either of those Tables I have put the new stile (or the Roman Account) of the days in the year, in regard it is ten days before our English Account; And I have placed the English Account, or old stile in the second Column, and so again the new stile in the third Column, and our English stile in the fourth, and so forward from the Lest-hand towards the Right-hand, every odd Column which hath the month named at the top thereof is the new stile Account, and every second or even Column, which hath not the month writ at the top is the old stile Account: as you may perceive thereby, in that the months do begin just ten days after they are begun by the new Account: And in both of these Tables I have exactly counted day for day, and set them side by side, upon an equal and streight line from the Lest-hand to the Right-hand, from new stile to old stile for every day in the year; Leap-year consisting of 366 days, and the ordinary years of 365 days; each stile agreeing with the other, even to the very same day of the Week.

By these Tables may exactly be known when Bills of Exchange, made payable at Usance, or Usances, will fall due from new stile to old stile: Thus, a Bill dated the first of January 1655, new stile, payable at double Usance in London, to know when this Bill is due, first I enter the first Table, and find the first of January new stile to be the 22 of December old stile, which is the date of the Bill, then I go streight along the same Line, and in the fourth Column towards my Right-hand, I find 22 (which is the 22 of January) that is one Usance, and yet along the same Line, in the sixth Column, I find 19, which is the 19 of February, being the day on which the Bill is due: Again, a Bill dated the 8th of January 1665, new stile, payable at double Usance, having first sound the date in the first Table, I go streight along the same Line from the 8th of January on my Lest-hand to the sixth Column towards my Right-hand, where I find 26 of February old stile, on which day the Bill will fall due; in like manner, a Bill dated the tenth of January new stile at Usance, will be due the 31 of January old stile, and payable at double usance will be due the 28 of February old stile, if not in Leap-year; but if it be

in Leap-year, then I make use of the second Table serving for Leap-year; and I do there find that a Bill dated the first of January at double Usance, will be due in London the 20 of February old stile. Item a Bill dated in Leap-year the 8 of January new stile at double Usance will be due the 27 of February old stile; And a Bill dated the tenth of January new stile at double Usance will be due the 29 of February old stile; And so of any other date of Bills of Exchange payable at any Usances, or Usance, and half, or the like, first find out the date of your Bill in the Tables, and then look streight upon the same Line every other Column towards your Right-hand, you will find the Usances, or Usance, set down according to the English Account, and for a half Usance you must always reckon sisteen days forward; These Tables are so exactly made, that they cannot deceive any; but may serve as a competent Judge in resolving many Doubts, Scruples; and Questions which may be made between party and party, concerning the precise day on which any Bill of Exchange will fall due, as aforesaid; which in regard (as I conceive) it is plainly set down in each Table, therefore I shall forbear any further Explanation thereof.

An

An Almanack, or Table, whereby to know the just Date of Bills of Exchange in any Year (except Leap-Year) for ever.

Jan.	Fc.	Ma.		Ap.	May	June
1 22	1 1 1 2 2	1 1 1 19		1 22	1 21	1 1 22.
2 23	2 23	2 20		2 23	2 22	2 23
- 3 24	3 24	3 21	1	3 24	3 23	3 24
4 25	1 4 25	4 22	2 -	4 1 25	4 24	1 4 25
1 5 26		5 23	2 1	5 26	5 25	5 26
: 6 27	1 6 27	6 24		6 27	6 26	6 27
7 28				7 1 28	7 27 .	7 28
8 29	7 28	7 25		8 29	7 27 28	8 29
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1 621 511	21 11	21 11	i	21 11 .	21 11	21 11
	22 12	22 12		22 12	22 12	22 12
Stilo B	23 13	23 13		23 13	23 13	23 13
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1 25 . 15	25 15	25 15		25 15	25 15	25 15
26 . 16	26 16	26 16		26 16	26 16	26 16
27 17	27 17	27 17	,	27 17	27 17	27 17
28 18	28 18	28 18		28 18	28 18	28 18
29 19		29 1 19	9 1	29 19	29 19	29 19
30 20		30 20		30 20	30 20	30 20
31 21		31 21			31 21	

July	Aug.	Sept.	o&.	Nov.	Dec.
1 1 21	1 1 22	1 1 2 1	1 1 21	1 1 2 2	1 2 1 21 2
2 22	2 23	2 23	2 22	2 23	2 22
3 23	3 24	3 24	3 23	3 24	3 13
4 24	4 25	4 25	1 4 24	4 25	4 24
	5 26	5 26	5 25	1 5 26	5 25
5 25	6127	6 27	6 26	6 27	6 26
	17 28	7 28	1 7 27	7 28	7 27
7 27	8 29	8 29	8 28	8 29	8 28 1
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1 613 1 3	1 13 3	113 3	13 3	13 3	13 3
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18 - 8	18 8	18 8	18 8	18 8	18 8
18 10 10 10 10 10 10 10	119 9	119 9	19 9	119 9 1	19 9
E 20 10	20 10	20 10	120 10	20 10	20,10
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24 14	24 14	24 14	24 14	24 14	24 14
1 29 15	25 15	125 15	25 15	125 15	25 15
1 26 1 26	26 16	26 16	26 16	26 16	26 16
27 17	1 27 17	1 27 17	27 17	27 17	27 17 121
28 18	28 18 *	18 1 18	28 18	28 13	28 18
29 1 19	. 29 19	29 19	129 19	29 19	29 19
30 20	30 20	30 20	30 20	30 20	30 20
31 21	31 21		31 21	1	31 21

An Almanack, or Table, whereby to know the just Date of Bills of Exchange from New Stile to Old Stile in Leap-Year for ever.

Jan.			Fc.			Ma.			Ap.		1. 16.	May			lune	
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	19			29	, 1		27		_	29	1				2 :	29
9	30		9	30		9	28		9	30	1	9	29	ļ	9	30
10	31		10	31		10	19		10	31		10	30		10	31
11	Ja. 1.		.11	Fc. 1.		11	Ma. s.		11	Apr.1.		II	Ma. 1.		11	Jun.1.
12	2		12	2		12	2		12	2		12	2		12	2
13	3		13	3	1	13	3		13	3		13	3	1	13	3
14	4		14	4		1 14 1	4		14	4		14	4	ļ į	34	4
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1 17	1 7		17	7		17	7		17	7		17	7	1	17	7
1 18	7 8		18	7 8		18	7		18	7 8		18	7	1	18	8
19			19	9.	1	119	9		19	9		19	9	1	19	9
20	9		20	10		20	10		20	10		120	10		20	10
1 21	1 11		21	11	1	2.1	11		21	11	1	21	11	1	21	11
1 22	12		22	12	1	22	12		22	12	1	23	12	1	22	12
23	13			1 1 3		23	13		23	13		3 23	13		23	13
24	14	1	23	14	3.1	24	34		24	14	1	24	14	1	124	14
			24	15	!							25	15	1	25	15
25	15		25	1 16		25	16	Į.	16	15	1	26	16		26	16
			26											1	1 27	17
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3 22	2 23	2 23	2 23	2 23	2 22
3 23	3 24	3 24	3 23	3 34	3 23
4 24	4 25	4 25	4 24	4 25	4 24
5 25	9 26	5 26	5 25	5 26	5 25
	16/27	6 27	6 26	6 27	6 26
7 27 8 28	7 28	7 28	7 27	7 28	7 27 28
	8 29	8 29	8 28	8 29	
9 29	9 30	9 30	9 29	9 30	9 29
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12 Jul.1,	11 Aug.1.	11 Sept.1.	11 08,1	11 Nov.T	
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j 23 3 1	13 3	13 3	13 3	13 3	13 3 14 4
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15 5	15 5	1 15 5	15 5	15 5	15 5.
		16 6			
17 7	17 7	17 7	127 7	17 7	17 7
	1		1.4	119 9	19 9
19 9	19 9	19 9	19 9	20 20	20 10
21 11	21 11	21 11	21 11	1 21 11	21 11
22 12	22 12	22 12	21 12	23 13	23 12
23 13	23 13	23 13	23 13	23 23	23 13
24 14	24 14	24 24	24 14	24 14	24 14
25 15	25 15	25 15	25 15	25 15	25 25
1 261 16	26 16	26 16	1 26 16	26 16	26 16
27 17	127 17	27 17	27 17	27 \$7	
1 28 18	28 18	128 1 18	28 18	1 28 18	17 17 1
29 19	129 19	29 19	129 19	19 19	29 19
30 200	30 20	30 20	30 20	30 20	30 20
31 21	31 21		31 21	1	31 21
			-1-1		

Short Instructions how to keep Merchants Books of Account, after the Italian manner.

I.. Money paid.

Hen you pay any Money to any Body, make the Person Debitor, and the Account of Cash Creditor.

2. Money received.

For Money received, make the Account of Cash Debitor, and the Person of whom it is received Creditor.

3. Goods bought for ready Money.

When Goods are bought for ready Money, make the Account of Goods Debitor, and Cash Creditor.

4. Goods fold for ready Money.

When Goods are fold for ready Money, make the Account of Cash Debitor, and the Goods Creditor.

5. Goods bought vt time.

When Goods are bought at time, then make the Account of the Goods Debitor, and the Person of whom they are bought Creditor.

6. Goods sold at time.

When Goods are fold at time, then make the Account of the Person Debitor and the Goods Creditor.

7. Goods bought one part at time, and the rest for ready Money.

Goods bought one part for ready Money, and the rest at time, must be divided in two parts, namely, first, the Goods must be made Debitor for the whole Sum, and the Person of whom they are bought Creditor: Secondly, as much as is paid in ready Money, you must make the Person Debitor, and Cash Creditor.

8. Goods fold one part for ready Money, and the rest at time.

Goods sold one part for ready Money, the rest at time, first you must make the Person Debitor for the whole sum, and afterwards the Goods Creditor, then you must make the Cash Debitor for so much as you receive in ready Money, and the Person Creditor for the rest.

9. Money paid for Goods before it be due.

When you have bought any Goods at time, and afterwards you agree with the Person which sold you the Goods to pay your Money before it be due, with rebating or discount, then you must make the Person Debitor as followeth, viz. to Cash for so much as you pay him, and to profit and loss for the rebatement, or allowance for the discount.

10. Goods fold in barter for others.

When you fell Goods in barter for others, then you must make the Goods which you receive Debitor to the Goods which you deliver.

Receive before you write, and write before you pay, And so a good Account, be sure to keep you may. THE *

Merchant's Mirrour:

OR.

DIRECTIONS

For the perfect Ordering and Keeping of his

ACCOUNTS.

FRAMED

By way of DEBITOR and CREDITOR, after the (fo tearmed) Italian-manner: containing 250 rare Questions, with their Answers, in form of a Dialogue.

AS LIKEWISE

A Waste-Book, with a compleat Journal and Leager thereunto appertaining; unto the which I have annexed Two other Waste-Books for Exercise of the Studious: and at the end of each is entred the brief Contents of the Leagers Accounts, arising from thence.

AND ALSO

A Month-Book, very requisite for Merchants, and commodious for all other SCIENCE-LOVERS of this famous ART.

Compiled by RICHARD DAFFORNE, of Northampton, Accomptant, and Teacher of the same, after an exquisite Method in the English and Dutch Language.

J. vanden V.

Soo eenigh licht-berifpend'-Ban, Hyn werck veracht, off foeckt t'onteeren, Die maecket beeter, Soo hy kan: 'Khebb' groote luft noch meer te Leeren.

H. L. S.

Dozdeelt iemant vooz het Leezen; Riet goet kan fyn Dozdeel weezen.

Leerende, leere ick.

The Contents are immediately prefixed before the Book.

LONDON,

Printed by Miles Flesker, for Robert Horne, at the South entrance of the Royal Exchange. 1684.

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DIRECTIONS

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Merchants Adventurers of England.

English Merchants for the Discovery of New Trades.

Merchants of East-land.

OF Merchants of England trading into the Levant Seas.

Merchants of London, trading into the East-Indies.

Adventurers of the City of London, for a Trade upon the Coasts, and In-lands of divers parts of America.

RICHARD DAFFORNE fo wishesh your Understandings Illumination, in your Terrestial Talents Administration, that with comfort you may hear the joyfull Sentence of your twice commended Service, Matth. 25. Ver. 21, 23.

Well done thou good and faithfull Servant, true, Thou hast been faithfull over things a few, I'll make thee Ruler over many things, Possess the joy of thy Lord, King of kings.

RIGHT HONOURABLE, &c.

Fire many years residence at Amsterdam in Holland, I (upon the often importunate Letters of some Merchants, my very good friends) resolved to pitch the Tent of my abode in London, which being specified An. 1630. I then (after some rest) set my course unto several stationers shops; there gazing about me (as one reviving from a Trance, o view what the Laborious Artist had afted and divulged in Print (as ther Nations) for the assistance of Merchandizing, wherewith (blessed be the Great-All) this Renowned City is throughly enterlac'd & adorn'd. But as a Shipper anchoring upon an unknown ssle, presently perceiveth hose parts not to be inhabited, by the Non-tillage, or the like; even so contrary to my expectation) I perceiving the number of Writers to be ew, seared that love to this Art was likewise small: Seeing that good Accep-

The Epistle Dedicatory.

Acceptance engendereth good Performance. The truth of this I can averr with many Inflances in several Authors; as Forestain, John Impen, Cloot, Mennher, Savonne, Nicholas Pieterson, Rentergem, Marten vanden Dyck, Hoorbeck, van Damme, Wencelaus, Coutereels, Simon Stevin, John Willemson, Waninghen, Passchier Goofsen, Stevin Weiser Stevin Waninghen, Passchier Goofsen, Waninghen, Passchier Goofsen, Stevin Waninghen, Passchier Goofsen, Waninghen, Wan

The Merchants of the Low-countries (of whom I can speak in part) being generally enamoured of this Art, because of it's Utility, allure their Teachers to industry, by applauding their vigilancy; encouraging them (with the presence of their Children and Servants in their Schools) daily to publish new questions; or at least to revive the prostable Labours of ancient Authors, making them set for our times.

But we, alas, the small love (pardon my truth-speaking) that a great part of our Merchants bear to this Science, daunteth the Pen of Industry in our Teachers, making them with a suspective fear to doubt (and not altogether groundless) that the prosit will not countervail their pains; by which means Teachers, Merchants, and therefore

Youth, are linked in Arts Enemics shakles.

What may be the cause of this Ignorance? Are our Teachers so in-Sufficient? Or hath Dame-Nature, with her Coadjutor Industry, beflowed her Benevolence more sparingly upon our Nation than upon others? The last cannot be: for we can learn it exquisitely abroad of other Nations (as multitudes can witness) why not at home? I answer as before, because at home (for want of love to this Art) many Merchants are insufficient Presidents to their Servants, who by their Documents can be but Equivalent Imitators. Want of love to this Art is the cause why James Peele, and others that have written in English upon this subject, are known by Name onely, & not by Imitation. Tea, even the Memory of their Names dyeth, being there is no cause to commit their painful Labours unto the Name-reviving Press. How then shall our Youth attain unto this Art, but by frequenting abroad among st other Nations? And. They being then at Rome, Will do as there is done.

This slupidity cannot be imputed to our Teachers: for if at home (as other people doe) we did by Love allure, and with Reward induce each other to Art by a competent Dispensation amongst our selves, of that money which we bestow abroad among st Aliens, then would our Teachers be vigilant, our Land adorned with this knowledge, and our Youth should not need to be transported into other Countries for Arts Documents.

Against which preposterous poyson I have emboldened my self to prepare

The Epistle Dedicatory.

orepare this Ancidote, being by Nature obliged to offer up part of the Wilows Mite of my knowledge unto the Land of my Breaths-first drawing.

Divers are the humours of men; therefore there is but small Probability

ro please all: yet to endeavour a general satisfaction is unblameable.

My intent is not to prescribe these Principles as fully sufficient, though for their Number approveable: for time at present doth not yield permission to impart what my Affection defined, and Will determined to divulge; but thefe re Allurements only, to stir up the better experienced to amend what I (through rant of Art) have not so compleatly handled as I desire and it deserves, being m Art (faith Simon Stevin in his Princely Book-keeping, fol. 7. 6 12.) worthy to be numbred among st the Liberal Sciences. But I already hear Objectims against the First; and Second Waste-books; that therein are exercised some accounts, which are altogether needless here in England: as is the Bank-Account. I grant it to be an Account not usefull in our Kingdom; but that the knowledge thereof should be un-usefull to this Arts-Learners, I deny. True it is, that by Birth we are Circumferenced with the Ocean; but the Great-All bath not so strictly limited us within the Bounds thereof, that we are sbridged from the Conversation and Enter-course of Merchandizing with foreign Nations, as well by their frequenting of our Borders, as we commercing with them in the Body of their Countries. And when our Merchants (Old, or Young) trade with them in their places, must not they learn to be acquainted with their Phrases used among them concerning Commerce? Of which Banck is none of the least in several places in Europe, unto which our English Merchants have their Concourse. And must the advertisement of the Course thereof (before we come to the actual exercise) be a Blemish, and. accounted as a needless thing in my Book? Right Worshipfulls, behold the Rancor of black Envy, that endeavoureth to have us ignorant of Martial affairs, untill we come to the point of Battel. The like Objection is affedged against my entring of an Account of Time and Ready-money. What if we have them not in use among st our selves? Let us cast up our accounis with other Nations, and (to our cost) they will teach us how to frame an account of Time and Ready-money, if our Factor, or Correspondent be in disburse for us any quantity of money, and for time worth the reckoning, as experience bath shewed me in many passages. And what then? Must not we seek the aid of some experienced to assist us? because we regarded not the Documents of them (at home) that endeavoured to inform us of the Manner and Matter. What Amercement doth not this Disdain-worthy wilfull Ignorance merit?

Again, the keeping of an account of time and Ready-money (say they) may be avoided with an account Currant, or a General account, upon which is entred matters Bought, Sold, Drawn, Remitted, Given, or Taken upon Deposito, and the like: of which manner I am no way ignorant. But let us come to the Period, or Foot of that General account, and there the Conclusion sheweth that I am Debitor to another, or the Contrary: how shall I find the Ready-money that at present I am to receive or pay upon that account? To make this apparent, an imaginary account may be framed as this:

a 3 Fob

	Anno 163.5.	L.	ſh.	d.
	John Knol, his General-account, Debitor.			
10	April, for Waresbought, due 27. of September next	500	_	-
8.	June, for an Exchange remitted for him this day by his order———————————————————————————————————	• 768	_	1
3	August, for an Exchange drawn upon me, due the 27. of the next month	687		
. 25	Ottober, for Deposito money lent unto his friend by his order, for 4 months, is with forbearance.	1026	13	4
14	December, for an Exchange drawn, due the 29. present—	300	_	_
31	Dito, for Interest of L. 768. from the 8. of June, are $6\frac{5}{4}$ months, producing at 8. per Cent. to-	34	11	2
-	Dito, for Interest of 1187. L. being L. 500. the 10. of April, and 687. L. the 3. of Angust, are 3 months	23	14	10
	Sum L.—	3339	19	4
	THE STATE OF		6.	
				ı
				_
5.	John Knol, Debitor.	L.	ſh.	d.
31	December, for Balance of the above-standing account-	1070	14	. 8
-	Dito, for a Debt made the 5 of May, but not received,	1		
	beingSum L	400	=	-0
		14/0	14	0
			'n,	
			Ţ,	
	A Later Comment	136		
		•	ï	
	the state of the s			1

		Anno 1635.	L.	ſh.	d.
	3.4	Contra Creditor.			
	25	March, for an Exchange drawn by me at 3. ufos, according to his order: due the 4. of July their stile	700		_;
	5	May, for Wares fold, due the 30. of October next-	400		
	19	July, for an Exchange remitted me, due the last of September next————————————————————————————————————	500		
	30	September, for Interest money taken up by his order, to be repaid the first of February next	620	_	7
1	31	December, Interest of 700. L. the 25. of March are 53 months, at 8 per Cent produce	26	16	8
		Dito, for Interest of L. 500. and L. 620. for 3 months, are-	22	8	— .
	_	Dito, for Balance hereof, due to me when all Debts are received, and paid	1070	14	8
		. Sum L	3539	19	• 4
				A	71
		Contra Carling	•		-
	0.1	Contra, Creditor. December, for Money lent by his appointment unto his	·L.	ſh.	d.
	31	friend the 25. of October, not due,	1026	13	4
		Dito, due to me in Ready-money Sum L	444 1470	1/14	<u>4</u> .8
		15 11 医复数医医性原生性	1		٠
		and the late of the same			
				V	
		TO TO THE WAY TO SEE			
		But			
	-	College of the last of the las			

The Epistle Dedicatory.

But what name ought this second account to bear? His General account is an improper Nomination: for here he is made a Debitor for that which he properly ought to be a Creditor; and the contrary thereof. Shall the name be called

His Reforming Account?

Or,

His Separating Account?

Or,

His Dif-uniting Account?

Surely one of those Names the Child nust bear. For being that Money, and Time are confusedly entermixed together, Reforming is requisite. And seeing that they were annexed or knit to each other in an obscure form, this Dissure form, this Dissure, and Ready-money to Ready-money account; as will appear by the beginning of this third form: so that they (will, or nill) are at the up-shot of the General account necessitated to frame an account of Time, and Ready-money in substance, although (aloose off) they obscure it under another Name. But because the Beginners are un-acquainted with the Ordering of such accounts, I intend in brief to enter the Journal parcells that close up the sirst, frame the second, and open the third Account.

- 2. John Knoll his Reforming account, Debitor to John Knoll
 3. his new General account L. 400.—...d. for a Debt of fold
 wares made the 5 of May last, and not received, being —...L. 400.—...
- John Knoll his new General Account, Debitor to Dito his Reforming account, L. 1026.13.4. d. for Interest-money, by his order lent unto his Friend the 25. of October, at 4. months, being—L. 1026.13.4.

Nota, These two last sums might have been joined in one, if the Beginner could so apprehend them.

The third FORM.

John Knoll his new
General account,
Debitor.

1635.31. December, for money

1635.31. December, for money

The Epistle Dedicatory.

This is onely a touch, to shew that at the up-shot of each General account the form must in substance be drawn to an account of Time,

and Ready-money, albeit they strive to obscure the Title.

Yet more rubbs: The word Repertition is not used in my Book, as James Peele, and many Merchants do; which would much abridge the prolixity of my Journal passages. True it is, I have not used that word Repertition since Ari-discerning hath befriended me. Concerning James Peele, I peaceably pass him, in respect of the antiquity of his Work, and long interred Body. As for that word Repertition used at present among Merchants, I say, that an Experienced Merchant is not confined to the strictness of School-rudiments, they being the main Tenour of this Book, as by the Title thereof appeareth in these words:

Directions for the perfect Ordering, and Booking of his Accounts.

Note, the Title saith not, For the abridgement of his accounts, because a Merchant must govern his Books as the Circumstances of his Trassick requireth. True it is, the ground-knowledge of Book-keeping is in it self the same: but the words and manner of entrances are derived from the Trassicks form, though in all, the words Debitor and Creditor are used. But whosoever endeavoureth to consine Me to use the word Repertition in this Book, laboureth to enduce me to enter such imaginary Titles in my Journal, that neither are entred into Kalendar, nor Leager. Look into the Kalendar or Leager of James Peele, and see if in either you find a Title termed Repertition: neither can you find any in the Merchants Kalendar, or Leager; therefore is the Title Repertition a forged Title. For this is a certainty, that such Title words as each Journal parcel beareth, such words ought to be entred in the Kalendar, and Leagers Titles. Other Objections at present I intend to pass, making my Conclusion with another's words,

Heart, take thine ease; men hard to please thou haply might'st offend:

Though one speak ill of thee, some will say better. There's an END.

Your Affectioned with his

best Endeavours

R. D. of Northampton.

RALPH HANDSON ACCOMPTANT,

Touching the

UTHOUR

VORK.

Ow necessary and profitable the excellent Art of keeping Accompts by way of Debitor and Creditor is, all those who are experienced therein can abundantly witness; as the Instructions and Examples in this Book, yea, the whole work itself doth sufficiently manifest. For this is that Art, or Rule of Equality, that restoreth to one just as much as it taketh from another, without partiality: as I have faid in the beginning of the Notes to a Book published Anno 1632. by one Fohn Carpenter, part of which Notes I had collected out of Henry Wanninghen in French, for mine own use; but they were furreptitiously gotten from me, and with them and other Mens Examples, a Book of Accompts is patcht up, and printed for an exact one, without my privity. It is true that divers have well written of this Subject in Italian, French, Spanish, Dutch, and in English; Master James Peele, a Citizen of London, is no way inferiour to the rest: but we are more addicted to extoll the works of Strangers, than those of our own Country.

Wherefore, having perused over this work of the Authour's in our own Language, I cannot but give him his due Commendations, who hath taken so much pains for the benefit of our Country, and of fuch as are defirous to learn this Art after his

Method.

I know, that he that submitteth himself to the Press, is subject to every Man's censure, whom it is hard to please; for some will find fault with the prolixity, others with the brevity: fome like not the matter, others diflike the manner; fuch variety and mutability are in the minds of Men, that they are apt to contradict what is well done by others, but produce nothing of their own. For my part I am well fatisfied both of the marter and manner, (although it be not altogether in practice with us) and do wish, that there were many others of our Nation that would attempt the like; and then peradventure they would

find

Touching the Authour and his Work.

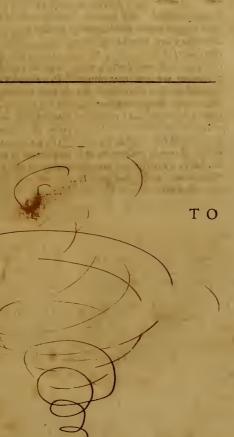
find more difficulty in framing a devised work to instruct others,

than in performing a real Account in matter of fact.

If any shall receive benefit by this Work, let him thank the Authour; if he shall distaste any thing therein, let him either friendly advertise him thereof, or produce one of his own: And in all things give the Glory to God, who hath given us so liberal gists. For according to the saying of that learned Master Henry Briggs, Deus nobis usuram vitæ dedit, & ingenii tanquam vecuniæ, nulla præstituta die.

Thus Englished:

Our Life and Understanding given is By God, to use (as Money) not amiss; How long t'enjoy it none knows better Than he that made us first his debtor.



TO THE

READER,

Concerning the

AUTHOUR

And USE of his

WORK.

Erchants Accounts, after that most excellent form of Debitor and Creditor, are so seldom published in print (especially in our English Language, and by Men of Ability) that having heard from those of Judgment the Authour's great pains taken therein, I was very desirous to peruse the Work; wherein I found the former Relations verified. And bowbeit, therein may be some passages that are not in use with us, yet cannot the knowledge thereof be prejudicial to any; because our young Merchants are transported beyond Seas, where Juch Accounts are much in use: therefore the knowledge of the same is very requisite for them. Again, haply some will fay, that more brevity might have been used by handling the Accounts of Re-pertition; yet that is not the general received opinion. Where variety is, there it standeth in each mans choice, to take what he best affecteth, or which shall be of most use. In this Book is to be noted, that the scope of its divulging is for Instruction of such as defire to learn; or having learned some one or two ways, defire to see the event of other varieties in several forms of Accounts: therefore hath the Authour intermixed this work in PROPER, FACTORAGE, and COMPANY ACCOUNTS, with divers changes; endeavouring by such means to please the mutable minds of many. So that in my judgment (notwithstanding all objections) the Labour meriteth Commendations: which (not onely to this Authour, but likewise) unto all such as hereafter shall persevere in Works of like kind, shall be most willingly rendred

By

VAL. MARKHAM.

OPINION.

OPINION of

Book-keeping's Antiquity.

Good Friend of mine (faith Simon Stevin) being exercifed in the old Histories, did fee this form of Book-keeping (meaning his own) before it was perfected in the Prefs; he was of judgment that it had not been used in Italy, but about two hundred Years: But that the same, or one in many parts very like this, was used in the time of Julius Casar, and in Rome long before; and that some Reliques of ancient Time are come to the hands of them that of late have revived it again.

Which Opinion I thought not to be unbefeeming, the rather, because it seemeth strange that so exquisite a deep-diving Science should be invented so lately: But be it as it will, I will enter the Opinion

of my abovefaid Friend, who faith, That

In place of the proper words now used in the Italian-book-keeping, formerly other of the like signification were used: as these

All which faith he (is apparent in innumerable places of the Latin Writers; but especially ex Oratione Ciceronis pro Roscio Comado. And that the one side of their Book was used for Debitor, the other for Creditor, is manifest (saith he) in a certain place, Naturalis historiae Plinii, lib. 2. cap. 7. where he speaking of Fortune, saith thus:

Huic omnia Expensa.

Huic omnia Feruntur Accepta, & in tota Ratione mortalium sola

Utranque Paginam facit.

If others took regard unto this matter, perhaps farther certainty might be found, and that this form of Book-keeping, not onely by the Romans, but might have been in use before them amongst the Grecians: for being the Romans were no great Inventors, but had their exquisite Art from the Grecians, it is in Reason most probable to come from them; whereof farther certainty might be found in readding the Greek Histories. Thus much in Simon Stevin, fol. 105, 106.

Judicious

Judicious Peruser.

Judicions Perufer,

Y Intent doth not aim at the acquainting of this Art-undertakers in the Book of Rates for the true particular charges of each Received, or Sent Commodity; neither am I obliged to the right Nomination of Bale, Cask, Fardel; or Arithmetical product of any Bought, Sold, Drawn or Remitted value: therefore If I enter Pipes for Butts, Frails for Hundreds, Buy or Sell by Pounds that should be Hundreds, fail in the cassing of any parcell (a letter being misses by me, or in the Press; for the best may fail) or the like, that is not material to the matter in hand. For my Books Tenour is, A Nursery for intended Accountants, to train them up in the true knowledge of Debitors and Creditors, which is the unfailable thread to Rosamond's Bower, and the right tract of Dadalus trace; wherein if any one digress, they are in danger (with Icarus) to perish in Ignorance's Lake, as many therein have been Presidents: for he that in placing of his Debitor and Creditor hath the true ground, cannot fail in the Event; and he that discerneth not the Event before he penneth Debitor and Creditor, can never enter Accounts beginnings with certainty, but is always doubtfull of the conclusion.

And being that in the several parts of this Book there are sundry Characters used for the expressing of the Coins and Measures, whose values in the lesser Denominations are not fully nominated, I intend briefly to point at some of the chiefest.

This L. betokeneth pounds, money of English and Flemish coins; and it is the first

letter wherewith the French Livre beginneth: and each have 20. to one L.

Sterling—} 20 sh. to each L.

French, 20 Soulx, or Patar to each Livre.

This sh. betokeneth shilling; Sterling Flemish, and Soulx French: having 12. to one sh. being Named

Sterling, 12. d. or pence. Flemish, 12. d. or grooten. French, 12. d. or deniers.

Nota, to change these coins into each other is very easie to be done. Example: change 100. L. Sterling into Flemish L. and with one you change 100 Ells English into Flemish Ells: as thus,

One L. Sterling hath 20 shillings——
One Ell English hath 20 Nails——

A G A I N,
One L. Flemish hath 12 shil. Sterling—
One Ell Flemish hath 12 Nails English

One Ell Flemish hath 12 Nails English

You see here that the Flemish is of the English: and therefore the Quotient of the Flemish must need be most in number: for this is a firm Rule; The lesser the Divisor is, the more must the Quotient be: now our Question is, How many things of three, ought I to have for 100 things of five?

The R U L E.

If 3 English, be 1 entire Flemish, how many Flemish for 100 English?

The WORK.
3 English — 1 Flemish—— 100 English.

5 is the Fractions Denominator.

222 505 (1663 parts of a L. or Ell Fiemish.

Here

To the Judicious Peruser.

Here you see that 100 L. Sterling is Flemish 1663, or 13. sh. 4. d. Flemish: Even fo 100 Ells English is 1663 Ells Flemish; and is a firm Rule for all other of this nature.

AGAIN.

How many L. Sterling is L. 166. 13. 4. d. Flemish?

The RULE.

If 1 L. Flemith be 3 Sterling: How many L. sterl. for L. 166. 13.4. d. The WORK.

1 Flemish __ 3 Sterling __ 166. 13. 4. Flemish.

500.00.0.

8'00 (100. Sterling is L. 166. 13.4. d. Flemish. 888

Now of the Ells Flemish to be reduced into English Ells. 2 .1663 Flemish.

- 7 0 (100 Ells English.

Hence appeareth a great Mistake by the Copyer or Compositor in the MERCHANT'S JEWEL, Litt. C. No. 2. second side, where the words are thus entred:

English Pounds, Shillings, or Pence, multiplied by 6. and divided by 7. are

L. fh. d. Flemifs.

I enter this Instance for the true view thereof.

Take the above-entred L. 100. Serling, multiply the same by 6. are 600. L. then divide that by 7. are L. 85. 14. 33 d. Flemish; this is but a little more than half the above standing product: such thick or solid Flemish money pounds did I never hear of fure I am this is no usual Reduction. He proceedeth thus:

Or English money, and one 6 of the same money added together, is

L. sh. d. Flemish

I instance.

Take the faid 100. L. and add one 6 of the same thereunto, which are 16. L. 13. sh. 4. d. are both 116. L. 13. sh. 4. d. this doth contradict the former: but I leave the residue unexamined; because the Authour's acuteness in other Progresses causeth metoconceive, that these entrances are not his.

Now of the shillings.

One shilling Sterling is 13 shil. Flemish, as one L. Sterl. is 13 L. Flemish: Or, one shilling Sterling is 10 Stivers; but if you carry it over as expence money, it yieldeth 101 Stuyver, which is 5 L. upon each 100 L. Sterl. advance there; their money being lesser in value than ours.

One shilling Flemish is 6 stivers, and is 75 d. Sterl. consequently, I stiver is 15 d. Sterling. Each stiver hath 2 grooten, or 2 half stivers.

One L. sterl. is 10 guilders, exchange at 33. sh. 4. d. flem. for one L. sterl. hence appeareth, that each guilder is 2 sh. sterl. each guilder 20 stivers, each stiver 16 penninghen. The Character for the same used in my Book, is (18.) and betokeneth Carolus guilders of 20 stivers.

One Livre French is equal with a guilder, and a Soulx or Patar as a stiver; onely in the leffer denominations a stuyver hath 16 pen. and a soulx but 12 denier: so that their lowest denomination is \frac{1}{4} larger than the penninghen.

This Dal. betokeneth Daller; each Daller hath 30 stivers, each stiver 24 mytes in

some places; else generally, the lesser denomination is penninghen.

This

To the Judicious Peruser.

This (Ggl.) or ggl. fignifieth gold-guilders, of 28 stivers, each ggl. usual in the Low-countries amongst Grain-Merchants; and where any Wheat or Rye is bought or sold there, or in this Book, that is all done by these ggl. of 28 stivers.

Other figs. there are, but they are usual in all Merchandizing, and the price or value of them is 3 ff. 3 stiv. or 3 fs. 2 stivers, according to the finencs of the Gold; for there are multitudes of several stamps.

This R. dal. betokeneth Rix-dallers of 50 stivers, or 5. shill. English, without exchange.

This & betokeneth French-Crown; and some of them again have 60. Soulx to each &, each Soulx 12. d.

Other French crowns there are of a more folid denomination, each of 20. (h. each sh. 12. d. but these are three times more in value than the lesser denominations of the former; as 20. Soulx are \$\frac{1}{2}\$ of the former \$\tilde{6}\$, so \$6 sh. 8 d. are \$\frac{1}{2}\$ of this Crown. How much a French \$\tilde{6}\$ is, the daily speech telleth us: for when we say it cost a French-crown, we pay in English money \$6\$ shillings, and is in *Holland 3 ss. for each ss. 2 shillings of our Coin.

This in brief for a touch. I know that the Progress which must be gone in the comparing of Foreign Coins, Measures, and Weight, with ours of England, hath a large extent; although we trouble not our selves with the comparing of foreign with soreign. The Merchant's Jewel is an excellent compendious work to that purpose, and not accomplished without great dexterity.

The Hand-maid to Arithmetick is accompanied with multiplicity of comparings the one foreign place with the other; and hath great communion with a Dutch-book,

printed at Amsterdam, 1615. whose Title is the

of Measures, Weights, Corn, Land, Ells, Wet-measures; of Coins, and Exchanges, with other Practicks; and Collections, very profitable and pleasant.

This Books passages are by the Tables sound under each places name; and the Handmaid is drawn more Alphabetically: yet in their common consent generally they agree, though the comparing be tedious; but this is my opinion of the matter, that the Task of Equalizing of foreign Coins, Weights and Measures, with our English, is a work over-burthensome for one man. Take but a touch of our Neighbour-places; as France and the Low-countries.

The Merchant's Jewel, Litt. B. No 4. faith, that there are 24 Nails (understanding English) in a French Aulne; but in what place?

And in the Hand-maid, fol. 245.
Abreviate 24. with 20. (I perceive the Question to be)
24 Nails English in a French Aulne: but in what place? For the long
Measures (as by Merchants passages) differ in many places.

In Britain we find by the passages, that 100 Aulnes there produce in the sales here 115 Ells English: in other places 100 Aulnes produce here in sale 160 Ells; their Measure being six soot long, which are 32 Nails: in other places 100 Aulnes produce in sale here 165 Ells, which are 33 Nails; and so of their Coins from place to place.

But how to attain to the true agreement in Measure, is not exactly found by the Buying of a Piece of Cloth, or Stuff in foreign parts; saying, a Piece of Cloth containing there 100 Aulnes, produceth in the sale here 160 Ells: this is not exact. For they in Buying may have a quartern of their Measure upon a piece, the same may come even with our Measure, so that we allow nothing: and contrarily in respect of Cultome on either side.

Example.

EXAMPLE.

Our Woollen drapers selling their Cloth, give allowance above each yard, which Cloth being fold again in Holland exactly at 12 Nails for their Ell, gain by the Meafure: this makes no consequence that so many Ells English of 20 Nails produce, exactly to many Ells Flemish; to that this is no firm foundation to build upon. But to have a sure ground, each Lands and Towns Measures and Weights must really be brought hither, and then duly compared ring

The Merchant's-Jewel Litt. B. No. 4. on the second side, sheweth a difference in a piece of Doulas and Locram: he faith there is

105 Ells in a piece of Doulas and Locram, Litt. C. No. 1.

132 Yardsin a piece of Doulas and Locram. This cannot cotton; except the places make the difference:

FOR, 105 Ells are but 1311 yards. 132 Yards are 1053 Ells.

Here you may discern part of the Task, and by this proof conjecture the toil of reconciling the several Weights: for in the Low-countries, the Hollands Weight and Measure differ from the Brabants; and the Hollands Weight different 4 per C. from Sealand.

A touch for MONEY.

Take Rix-dallers of 50 stivers, carry them into Cleaveland, and you may have many more stivers there, that pass for Bread and Wine: travail up to Collen upon the Rhine, and you shall still advance by your Money; but coming back you lose as much. So that it will be an impossible task for any one man to perform, to take true notice of the differences of Measures, Weights and Coins in each Province of Merchandizing, and where the one Province doth differ from the other in the same Land.

Yet of the Exquisiteness (if done) no man can doubt, it would likewise be requi-site (being taken in hand) that there be one, or more Collectors: but from whom

shall they collect them?

I will rehearse how one began a matter in form much like to this.

Herman Allertson (being Coster of the New Church at Amsterdam) was a Lovet of the Pen; he caused a fair Book of good Paper to be bound, and delivered it (he being a man well-beloved) to the exactest Pen-men in the Estates Provinces: desiring each School-master to write a copy or two into the same, subscribing it, or them with his own name, for a lasting memory.

Even so in this.

A man may prepare thin Books in Quarto, entreating some able Merchants to be Pen-men for the erecting of this work, which would be profitable for the future times, to have each Merchant's Servant that should be sent abroad so readily armed and acquainted with the Names and Coherence of Coins, Weights and Measures before he come there. Thus in brief:

Vale.

THE

Chiefest Points contained in this BOOK.

N Introduction unto the matter by may of a Dialogue, place 1, 2, 3. Again, under the third and fourth places is Spoken .

2 Of Needless-books, place 3. fol. 4. 3 Of the Cash and Banck book, pla. 4.

4 Of the Specie-book, pl. 4. fol. 4. 5 Of the petty Expences-book, pla. 4.

6 Of the Copy-book of Letters, pla. 4.

fol. 5

7 Of the Memorial, and use thereof, fol. 5.

8 Of the Copy-book for accounts fent to

any man, fol. 5.

9 Of the Waste-books form and office, pla. 5. fol. 6.

10 Of the Journals matter, form and of-

fice, pla. 8. fol. 8.

11 Of the Inventary-Table, pl. 10. fol. 8. 12 Of the Ready-money in Cash, and how to book it, pla. 13. fol. 9.

12 Of the Money in Banck, and how to

book it, pla. 17. fol. 9, 10.

14 Of the Unfold-wares, at the making of our Inventary, pla. 27. fol. 11.

15 Of Houses, Lands, Rents and Legacies, fol. 11.

16 Of Jewels, Moveables, Ships-parts, fol. 12.

Of Wares unfold for factorage ac-17 counts, pla. 36. fol. 12.

18 Of Wares unfold for company-account, pla. 37. fol. 13.

19 Of Wares abroad unfold for proper ac-

count, pla. 38. fol. 13.

20 Of Wares abroad unfold for his, or their account, whose Factor I am, place 39. fol. 13.

21 Of Wares abroad unfold for company

account, pla. 43. fol. 14.

22 Of Debitors, of whom we are to have, place 45. fol. 14.

23 Of Debt. demanders, pl. 46. fol. 15.

24 Of Cash, by some entred in Stocks place, fol. 15. pla. 47.

25 .Of Stocks concealment, pl.52. fol.17. 26 Of Trafficks continual exercise, pl. 62. fol. 18. with the chief accounts that are kept. fol. 19.

27 Of Rules of Aid, very exquisite to be

learned without book, fol. 19, 20.

28 Of Proper Accounts, and the De-

pendences, pla.63.fol.21. 29 Of Buying upon several conditions,

pla. 6. fol. 21. including pla. 70. fol. 22. 30 Of Barter, or Truck, pl. 72. fol. 22.

including pla. 75. fol. 23.

31 Of Wares bought to be delivered unto me, 2, 3. weeks or months after the agreement, pla. 76.fol. 23. including pl. 79. fol. 24.

32 Of Ships parts bought, pl. 80. fol. 24. 33 Of Houses bought, pl. 81, 82. fol. 24.

34 Of Legacies bought, place 83, 84. fol. 24, 25.

35 Ofshipping of Wares to sell for my account. pla. 85. including pl. 91. fol. 25.

36 Of selling, pla. 92. fol. 25. including

pla. 96. fol. 26.

37 Of Selling for other wares, that is, Barter or Truck, pl.97,98,99.fol. 26.

38 Of selling wares to be delivered by me, 2 or 3 weeks or months after the agreement, pla. 100, 101, 102. fol. 26, 27.

39 Of Abatements upon wares bought,

pla.103, 105. fol. 27.

40 Of Abatements upon wares fold, pla. 104, 106. fol. 27.

41 Of abatements for money received, or paid before the time, pla. 107. fol. 27.

42 Of receiving upon several conditions, pl. 108. fol. 28, 29. in 12. several Articles.

43 Of the words, His account, and My account, and the difference thereof, pl. 109. fol. 29.

44 Of gratuities given or received,

pla. 110. fol. 29.

45 Of paying upon several conditions, pla.111. fol. 29, 30. in 9 Articles.

46 Of

The Contents of the Book.

46 Of advice from our Factors, that the former sent commodities, or part of them, are fold: Or, that part of those sent commodities are lest at Sea, pla. 113, 114, 115, 116, 117. fol. 30, 31.

47 Of Returns in Wares from our Fac-

tor, pla. 119, 120. fol. 31.

48 Of Returns in Money from our Factor, pla. 121. fol. 31. compared with place 108. Articles 9, 10, 11, 12.

49 Of Factorage Accounts, and the

Dependances, pla. 122. fol. 32.

50 Of Receipts of Wares to fell in commission, pla. 123.fol. 32. including pl. 128. fol. 33. booked without a Factor-book, and without an account of Time, and Readymoney: as also with an account of Time, and Ready-money, pla. 129, 130. fol, 33. and so of several Varieties, including pla. 142. fol. 35.

51 Receipts of Money Remitted unto us, pla. 143. including pla. 146. fol. 35. .

52 Receipts of Money drawn by us under the 146. pla. fol. 35.

53 Of Sales of commission Wares upon several conditions, pla. 146. fol. 36. incl.iding pla. 157. fol. 37.

54 Returns in Wares fent unto our Mafters, pl. 158. including pl. 163. fo. 37.

55 Returns in Money remitted by us unto our Masters, pla. 164. and drawn upon ws, pla. 165. fol. 37. including pla. 168. fol. 33.

56 Of foreign offairs in factorage account, pla. 169. fol. 38. including pla. 173. fol. 39.

Of Company Accounts, and the

Dependances, pla. 174. fol. 39

58 Of the Stock promised To Me, pla. 175. fol. 39.

59 Receipt of the promised Money, pla.

176. fol. 39.

60 Receipt of the promised Wares, pla. 179. fol. 40.

61 Buying upon several conditions, pla.

181. fol. 40.

62 Wares Shipt to another Land for company, pla. 184. fol. 41.

63 Payments upon several conditions, pla. 188. fol. 41.

64 Sales of Wares by means of my Admi-

nistration, pla. 191. fol. 42.
65 Sales of Wares by Factor or Corre-

spondence, pla. 194. fol. 42.

66 Returns from Factor or Correspondent in money drawn by us, pl. 198. fol. 42.

67 Returns in money ramili 199. fol.43.

68 Returns in Wares from

Correspondent, pla. 201. fol 69 Stock promised By Me to be paid

presently, pla. 202. fol. 43.

70 Transporting of Accounts in the Leager from one leaf unto another, pla. 207.

71 Equalizing of Over or Under-meafures, Weight, Leakage, Pounds, Ells, or the like, pla. 213. fol. 45.

72 Leagers Conclusion, or Balancing of the Leager, pla. 216. fol. 46. And the causes that may move to a general Balance.

73 Of the Tryal-Balance, and the man-

ner, pla. 218. fol. 46.

74 Of the True-Balance, pla. 221. fol. 47.

75 O'sfervations in Balancing of the Leager, pla. 222. fol. 47, 48, 49, 50.

76 Particular observations upon the Debet side of the True-balance, pla. 241. fol.

77 Particular observations upon the Credir side of the True-balance, pla. 242. fol.

78 Of the Journals form, pla. 243. fol. 52.

79 Of the Journals Office, pls. 244.

80 Of the signifying figures that stand above, and under the lines in the fournals margine, pla. 246. fol. 54.

81 Of the Waste-book's farther Exercise, being compiled in London, fol. 55. Lit. I. K.

No I.

82 Of the compleat Journal unto the faid Waste-book, beginning Lit. K. No 2. continuing Lit. L, M.

83 Of the Kalendars Form, and Use,

Lit. N.

84 Of the compleat Leager, depending upon the foresaid viaste-book and fournal, Lit.O. No 2 continuing Lit. P, Q, R.

85 Of the Journal, Kalendar and Leager, No B. with the order how to begin New

books, Lit. S.

86 Of the first Waste-book, entred for the beginning Learners exercise, and taught by me, Lit. T. No 2. compiled in Amsterdam, whose Contents (through the varieties of Titles numbers) are apparent, and in-Stantly discerned by the Books Over-view, containing 78 Titles, differing from each other in matter, for the Beginners exercise: and so compiled, that the further he passeth,

The Contents of the Book.

the more increaseth his Studies occasions.

87 Of the Kalendar, and brief Contents of the Leager, depending unto the faid Wastebook, Lit. Bb. No. I. with a threefold Money-balance of the faid Leager, Lit. Cc.

88 Of the Second Waste-book. entred for a farther Exercise of the Beginner; and taught by me, Lit. Dd. No 1. whose exquisite varieties cannot truly be discerned, but by the working of it: which work will require as much serious study at the very End, as any of the former Propositions: which approveth, that, in his Learning's time no waste time is spent.

89 Of the Kalendar, and brief Contents of the Leager, belorging unto the second Waste-book, Lit. Ii, No 2. including Kk.

90 Of the Factor book, and use thereof in several manners of entrances, Lit. Kk.

91 Then followeth a Table, which sheweth How to find what the Principal, and simple Interest of any Given or Taken summ will be at the agreed times end, Lit. Mm. No 1.

92 The second Table sheweth How to find the simple Interest onely; and is as a Proof of the former Table, Lit. Mm. No 4.

93 The third Table sheweth directly the ar 14 of working, to find the Ready-money onely, that we are to receive, or pay upon

Rebatement by way of simple Interest, Lit. Nn. Nº 2.

94 The fourth Table leadeth us (as by the hand) how to find the Rebatement onely of any Principal that shall be rebated by way

of simple Interest, Lit. Nn. No 3.

95 Then followeth a summ in Numeration; the entrings cause is, to desire of some better experienced a more delectable Nomination than at present it hath: this being named Unites, First Great-Hundred, Second Great-Hundred, and so forward: being borrowed as from the Name of Father. Grand father, Great Grand-father, and the like, Lit. Oo. No 2.

96 Next unto that is entred an easie Summin Multiplication, the proceed thereof is L. 1020. which proceed or product (by the various changes in working) doth present it self fourscore several times to your Eyes view: the same being entred as a Touch or Instance to shew how Richly Arithmeticks Garden is adorned with changeable varieties of workings, Lit. Oo. No 2. second side.

97 Lastly, followeth a Month-book, or a monthly Survey of the Debts and Exchanges that are to be Received or Paid, as likewise their days when each summ is due, Lit. Pp. Nº 3. And whoever desireth larger Instructions in any of the Premisses, may be pleased to repair unto Katharine-wheel-Alley, near the Old-Swan in Thames-street, there being the place of my present Residence.

TOTHE

Book-Keeping

TEACHERS.

Judicious Fellow-Labourers.

Aily experience approveth, that we which submit our selves to teach several Mothers children, are subject to the censure of many. Nevertheless I have emboldened my self to divulge this part of my labour, it being the first since I pitched my abode in London; but particularly (as very requisite) I dedicate the First and Second Waste-books unto you, not as teaching, but necessary assisting books: especially for such as have no opportunity to compile a Waste-book for their Schools proper use.

Here you have matter to exercise your Scholars in diversities of Accounts, and after several manners of entrances, for the effecting of the same: the like (though spoken by me) I have not seen presented to my Nation. Nay, if I had sound content in any published work, never would I have been troublesome to Time, to borrow so much

time, as to compile this that now is presented unto your present view.

Searching diligently you shall find the true tractused amongst the best experienced Merchant. Here your Learner must study to find his Debitor and Creditor. Here he cannot deceive himself, you, nor his Parents: For without Study no Art is to be obtained from these Waste-books.

Yet for his encouragement, I will point at some affisting Aids,

1. In ACCOUNTS PROPER,

because his learning affection should not be daunted with the seeming obscurity of the

Waste-books parcells.

1. When he intendeth to take the first Waste-book in hand, then the first encountring matter is the Inventery 5, and therein again the Ready-money. Which parcell to book in true Debitor and Creditor form, let him take for aid the Explication of the Inventary-Table, entred in the tenth place of this Dialogue; the same being compared with the 13. and 17. places, and with the Journal.

2. If he meet with Wares: See the 27. and 28 places, and the Journal.

3. If Houses, Ships-parrs: See the 29. and 35 places.

4. If Debitors: See the 45. place.

5. If Debt-demanders: See the 46. place.

6. If Rents or Legacies: See the 31,32, 33. places.

7. When you are past the Inventary, and come to Traffick: then see the Rules of Aid in the 62. place, and learn them by heart; they will doe you great affistance in your proceeding.

8. When

8. When you buy: See the Table for accounts proper in the 63 place, under the word Buying, and turn to the quoted places of the same.

9. When you meet with passages of Shipping, with the dependances: See the be-

fore named Table, and the quoted places, with the Rules of Aid.

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the street of the Property of the State of St. The St.

The state of the s The transfer of the viscos thrownship as and hor medical case, proceeding or or all THE RESERVE OF THE PARTY OF THE

10. Concerning Advices of Sales, or Returns from your Factor: Turn to the faid Table, and the quoted places, with the Rules of Aid. So of other matters and occurrences, by study you may find assistances in this Book.

Of FACTORAGE-ACCOUNTS.

11. When you receive Wares to fell for another mans Account: See the Table of Factorage in the 122, place, seeking there for Receipts of Wares, and the quoted place will direct you to the directions. You may find instances in the Journal: the like affistances by Industry, will reveal themselves unto you for your encouragement against such occurrences as may encounter you in the passages.

Of COMPANY-ACCOUNTS.

12. When you come to Company-Accounts, and meet with passages of Wares bought, or fold: See the Table in the 174 place; then turn to the quoted places, and the matter will be made plain: doe the like for Exchanges, Shippings, or what elfe occasioneth; and if you find not your selves fully satisfied, Repair to me, and I will be ready to appeale your (herein) unsatisfied desire.

Vale.

INTRODUCTION.

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INTRODUCTION.

First Place.

SPEAKERS, Philo-Mathy, School-Partner.

Phil. Tow now School-Partner? Whither away thus folitary? It feems you are in fome ferious Meditation.

Sch. Surely you have judged aright: for I was muling upon our Masters Instructions of Book-keeping, taught us by way of Questions and Answers; whereof I have forgotten much, because I frequent not the daily examination.

Phil. Very likely: For Exercise is the Preserver of Art; therefore do I daily resort to the Examination, which (you know) our Master continually useth: the which not onely confirmeth what we have, but it is likewise an Augmentor of Knowledge, according to the Motto of James Peele: Practice procureth Perfection.

Sch. Surely you say truth: Therefore I intreat you (seeing we have time and opportunity) to question me in such things as at present are readiest in your mind; beginning with the first grounds of our Master's Instructions, and so in brief fort to wade through them all for the refreshing of my Memory.

Phil. Very gladly: for in questioning of you I shall be better confirmed in that which already I have obtained. But seeing that all good gifts (even in mean Mechanical matters) proceed from the All-giver, as in Exod. 31. ver. 2, 3, 4, 6, 7. appeareth; therefore do I humbly intreat my understandings illumination from thee,

D! al-verbullend' Gen, die alles schepper apt. Solf-Kandigh weezen, zonder Stoff, of fozin, of Tyot, Of vet dat ons begrip, bedenken kan, of baten: Al-schoon, Almatigh, Tays, end' Goedigh boben maten! Onnoemelike-Ali', All-heerschende Patuur! Weet-0023aaks milde Bozn! Stort ghy te dezer uur. Di Strael, of Bracht, of Theeft! jont my wyldom, end zeeghe, Dat ick den grond upt-bind', end' onder my3' ter deeghe. Ons weet maer fluck-werk is, bol onghestadigheeden. Ty flupten huyden a'ers baak dan my ghistren deeden, Deect als de Dench boogh blieght (end' mist uto buly Diver) by snevelt on bewaand met scarus ter ne'er! Ach! Laat zelf-achtings-Liefd, of waan my doe gheen schennis, Theeft my een scherp begrip, Goed oogdeel, ware kennis. Der dinghen onder scheid, door u, urt my te Leeren, De schiften Goed, end' Auaad, balt dit! wat mach my deeren? Taking Taking now my beginning from our Masters grounds, I intend in order (according to capacity) to pass through them all: and being that Book writing by way of Debitor and Creditor, after the (so termed) Italian manner, is renowned to be an exqui-

fite knowledge, shew me its Event.

Sch. The Event or End is (faith one) that which moveth to Action, and the End final is ever better than that which is for the End; yet this End cannot be attained, but by another thing intended, as a means thereunto: So that all things which (as means) are for, and conduce to the End, are not intended, nor profecuted, but out of a deliberate and full intention of the End.

In like manner,

The End of Book-writing is to give contentment unto the Book-owner, and to shew him (or them whom they do concern) at all times, and in every degree, how his Estate standeth in the so written Books. For the view of a well established Estate in a mans Books, procureth contentment unto the possession; yet this contentment (for no rest without former labour) cannot be attained, but by another thing intended as a means thereunto: to wit, Book keepings-knowledge: and being known, prosecuted and effected; the same being very Requisite, Usefull and commodious for the writing

Princely Revenues, findings of Customs, and the like duties.; of which at present I intend not to treat, but may hereafter have some occasion to shew the necessity thereof in princely Courts, as well as in Merchants passages: Of the which there is a worthy Work compiled in Dutch for Prince Maurice, Count of Nassaw, which he learned of the Compiler, Simon Stevin his Mathematician, and exercised the same in his Court, which still (as I have been informed) is there in use, as also in the Swethian Court, and essentially and essential the swethian Court, and essential the same in the

Of &

Merchants-trading; being for *Proper*, Fattorage, or Company Accounts: of this I intend to speak at present.

And this Mirrour of Estate is not to be seen in any Book but onely in the Leager, whose proper Office it is to shew the Estate of the same to the Book-owner.

Of needless Books.

This reproveth the keeping of a mans Estate in many Books, as in a Book of Buying, another of Selling, another of Receipts, another of Shipping, and what not? All these Books cannot shew a mans Estate, nor Case of standing with any man, or in any Commodity, untill all matters are drawn to a head upon a Paper in form of a Leager; so that they have every way as much trouble in writing their impersect form, as we in making our work compleat at once: but the generality want capacity to apprehend the manner, and restific their own desects: therefore they affect this form but with small affection.

Phil. Being that the tenor of your speech concerneth Books, I take it not unfitting that you rehearse those Books that are most requisite for a Merchants use, to avoid all those needless Books.

Of the Cash-book and Bank-book.

Sch. A Merchant in Amsterdam useth a Cash-book and a Bank-book, because his Journal and Leager are (in posting) behind-hand, else the Leager might cause the avoiding of those two Books.

Of the Specie-book.

A Merchant useth likewise a Specie-book, more usefull for the Low-Countries than for England, because of the variety of Coins there in use; as likewise in times of controverse, to approve what Coins passed in Receipt or Payment: whereof John Controverse.

of Antwerp hath shewed a worthy Example in his Book called, Den Stile han Bock-houven.

Of the petty Expenses Book.

More, he useth a Book of petty Expences for hopse-keeping, and small disbursements upon Merchandizing; the which are posted once a month, or quarter of a year, into the Journal, of which the said John Coutereels No. B. fol. 9, 10, 11. hath lively instances. Sizmon Stevin in his Princely-Book-keeping, fol. 52. writeth concerning this Book thus:

This Book of Expences is likewise a kind of a Cash-book, and is onely for charges, which generally are posted once a month in one sum into the Journal: partly for brevity, to post many petties into one sum: partly because in great mens houses it's the proper office of some one man to administrate those petty Expences, rendring an account of each particular, as well for Mustard and Matches to kindle the fire, as of things of greater importance, unto which end there is kept a Particular-book.

Copy-book of Letters.

More, he keepeth a Copy-book of Letters, which informeth his memory of what he hath written unto others; and this Book is very requifite against controversies of Advices, the Letters sometimes not being well understood by the receiver.

Of the Memorial.

A Merchant may use a Memorial, there to note some things that properly appertain to no other Book: as for instance; I lent unto a man a Shilling or a Pound, for a day or a week, it's sufficient to note a word or two per memory, without making any Journal parcel of the same: yea not in the Clad or Waste-book, for that hath another office. Simon Stevin, fol. 21. Some enter such things in the Clad, but the same is so large, that by prolongation of time it's haid to be found; and causeth likewise a doubt in the Accomptant whether it shall be posted, or not.

Copy-book for Accounts.

Some use likewise a Copy-book for Accounts, sent, or delivered to any man, because the Leager agreeth not compleatly in each particular parcel in order, or day, with the sent Account; else that Book and the writing thereof might be avoided. Of which form, if any man desire an instance, may have it in the Book of John Contereels, let. O. fol. 6, 5, 7.

Four other principal Books doth a Merchant use in his Traffique, to wit.

(Waste-book, sore-runner of the Journal.)

Journal, or Day book, fore-runner of the Leager.

Leager, or Gather-book, Mirrour of a Man's Estate.

(Fattor-book, for the entring of each particular received pack, or parcel of Wares alone, that cometh into his hands, to fell, either in Commission, or for Company Account. Of these last four Books I intend to treat, and to explain their proper offices, as much as the All-Comprizer shall please to impart to my present memories apprehension. For,

On thee, O God, I do depend, Ever me with thy Shield defend, That Jefus my Redeeming Local May Mercies fentence me afford: And that the Illuminating Sp'rii, Grant I may know my felf aright, To put my confidence alone In Trinity, but elfewhere none. For none at thou didft Wisedom give Unto Bezaleel, Uti's Son:

And even of love thou didst relieve Him with another chosen One. LORD, so infuse thy gifts in me, and aid me in this work of mine, That it to many usefull be, . The praise thereof shall all be thine.

WASTE-BOOK.

So called, because when the matter is written into the Journal, then is this Book void, and of no esteem; especially in *Holland*, where the buying people affirm not the Wake book, as here our Nation do in *England*.

Phil. Explain the office and dependences of the Waste-book. Sch. Two things are to be noted in the Waste-book:

The ${Form \atop Office}$ thereof.

The Form is, that this Book is lined toward the left hand with one line (but some use two) and towards the right hand with three; leaving towards the left hand a margine or whitenes, of an inch or less, according to the Books largeness, to enter therein the Day, Month, Mark of the Commodity, or all: and between the three lines toward the right hand, there to enter the money, as by several Instances shall be made plain.

The Office of this Book is, that onely the daily-trading ought to be written therein,

even asit is truly acted:

A S

Buying, Selling, Receiving, Paying, Drawing, Remitting, Assignments, Shipping, &c. and this must be entred immediately upon the action of the thing acted, to the end no pasfing parcels be forgotten, according to the Dutch Proverb, Dat men schipft, Dat blyft, That which is written, Remaineth, In this Book ought neither Inventory nor Balance of the Leager to be entred; for that is against the office of this Book; it being onely to write trafficking passages in. In this Book may write Master, Accountant, or any Servant of the house, by whom the thing is acted, or by advice and order of another. In this Book must the matter be entred in plain sincerity as it is acted, without Debitor, or Creditor form; for that is the proper office of the Journal: likewise many people understand the Waste-book entrances, that apprehend not the Journals form. In this book ought the parcels to be entred close under each other as they were acted, without leaving of any empty Paper, to avoid suspicion of forging any parcels betwirt them upon any omitted occasion: and each parcel ought to be separated with a line from the other before-written, and ensuing parcel. In this book ought the acted matter to be first entred; patly because it is a fore runner of the Journal: especially when the Merchant useth an Accountant that dwelleth without his house; for he may sometime beabsent when such matters are acted. Again, there may be an errour committed in Weight, Measure Quantity, or Casting. Again, because the matter or condition may be changed, by diminishing or augmenting of any thing; or by wholly leaving out of any matter, the bargain being broken, and so that parcel cancelled there: for blotting or racing out of any parcel in the Journal is unbeseeming.

Phil. What confiderations else are to be observed in this Waste-book? Sch. Five other things must be duly observed in this Book:

1. The Year, Month, Day, Town, or Place where such matters are acted.

2. The Name and Surname of the party with whom we'trade: or, if it be Factorage, then unto the former Name must be added the Owners Name for whom the thing is effected, as likewise the place of his Residence and, whether the Bargain be for Time, or Ready money, that's alike, in respect of Booking the same unto him whose Commodities they are.

3. The

7

3. The quantity or quality of the thing traded for t as Elly Pieces, Colours, Weight, Mark, Number, Exchanges, Affiguments, or the like.

4. The value or price of the thing traded for: whether Wares, Exchanges, or the like.

5. The conditions or circumstances that were used about the matter: lastime, Suretyship, Bonds given or taken, Brokerage, &c.

The Waste-book parcells are of tenour, as the ensuing Examples.

Anno 1630. the 25. of March, in London.

	The state of the s		1	
	Marmaduke Grimstone of Northampton, lendeth me 68 L. untill the first of May next coming: which sum (by his assignment) my Cashier		E	Í
	receiveth of Arthur Manering, in confideration whereof I am to allow			
	him certain money; being, with principal	69	15	.7
	in the contract of the state of the			
y.	Assigned Sybrant Johnson upon Thomas Coster, for the account of Sea			
	ger Solt, to receive 495. L. the remainer hath my Cashier received of	11 100		
	John Sybrant son, by affignment of the said Coster, with 9. L. 10. for six			
-	weeks time forbearance: the whole being	951	.9	_ i.
	et a second description of the second			
5.	Agreed with Jacob Johnson of Marken, to let him have 3000. Florins	201		
	for Franck ford, at 81 b. Flemish, to be repaid to me, or Assigns, the first			
_	of June next; as the Exchange shall then return from Franck ford: this			
	being money for the Company of Edward Denis at Northampton and me,			
	each one half, producing In part of payment of the same, I deliver him 18. Lasts, 7. Mudde of	1012	10	
-	Rye, being in Company 1 for Edward Denis, and 3 for me; at 150 gl.		-	
-	each Last ready-money, is 181. 3834. 8. 12. The remainer have I made			
	good in Banck (for him) upon the account of John John John Vinck, aba-			

March

7.

Phil. What use have those slantling strokes that are drawn in the Margin?

ting 22 fgl. for Banck-money, at one per Cent. the whole producth 1012 10 -

Sch. They have two uses: 1. They shew how far is posted out of the Waste book into the Journal; and they are a sure mark that a man omit no parcell, being called away from his posting; neither to enter one thing twice upon the said calling away.

2. They shew how many Journal parcells are included in such a Waste-book parcell: insomuch that in repointing of the Waste-book, a man may the easier see the quantity of the included parcells, when the Waste and Journal shall be compared against each other. Some draw those strokes on the right hand, where the money is; but that multitude of strokes darkeneth the money sums: each his choice. The Waste-book parcells ought with all convenient speed to be posted into the Journal and Leager, to the end the Book owner may the better discern how his case standeth with each man and matter. Thus much of the Waste-book in Form, Office and Circumstances: Now,

Of the JOURNAL

It being the first exquisite book, wherein carefully must be observed, that each parcell have its Charge and Discharge: that is, the time Debitor and Creditor, wherewith each Journal parcell ought to begin: which being well apprehended, and with sit words (according to the nature of the matter) expressed; is one of the chiefest principles belonging

belonging unto Book-keeping. Mark well; he that can discern the true Debitor and Creditor, in any propounded proposition (concerning this Art) hash the right (Theorick) inward-ground knowledge and contemplation of the matter: and he, and onely he (with the help of Arithmetick) goeth firm in his action, to give each man his due, and book his matters under due and true Titles. It is very requifite (if possible it may be effected) that the Journal be written by one man: for in times of controversie he can best answer for his own postings.

Phil. What things are most requisite in the Journal to be noted? Sch. Three Notable things are to be noted in the Journal:

- 1. The Matter whereof it is made.
- 2. The Form thereof.
- 3. The Office whereunto it is used.

Of the Fournals Matter.

Phil. Proceed to the Explication of the first member. Sch. The Matter whereof the Journal is made, may be drawn to five chief branches: for it

1. From the Inventary: as in the 10. and so to 61. place.

2. From Traffick's continual Exercise: as in 62. place (including 205.)

3. From transporting of full Accounts in the Leager unto a new leafe. See 206. place. proceedeth

4. From the equalizing of Over, or, Under-weights, Measures, or the like. See 212. place.

5. From the Leagers Conclude, or Balancing of the Leager. See 215. place.

Phil. Go on with the first branch. Sch. Au usual Inventary generally confisteth in

> fr. Ready-money, and that in Cash, in Bank, or both. 2. Wares remaining unfold for Proper account: under this fecond member is included Houses, Lands, Rents, Ships-parts; as also Wares unfold for Factorage, or Company-accounts, and those that

were formerly shipt unto another place, being as yet unfold for

Proper, Factorage, or Company accounts.

Increasing: improperly

by means of 3. Debi- 1. People unto whom we formerly fold: or, that promised tors: and us payment of exchanges, and the like.

them a2. Factors,
gain in
3. Partners,
that have not as yet given us full fatisfaction.
4. Masters,

Decreasing: 4. Debt People of whom we have bought, or whose Bills we have excepted. improperly deman-)2. Factors,

by means of them in 4. Masters, unto whom we as yet have not given full content.

5. Wares, partly fold for Factorage, or Company-account.

Phil. In the above-standing Table you speak of Stocks Increasing, and Decreasing Improperly; explain the word Improper. Sch. Simon Stevin discourling of Merchants Book-keeping, fol. 55. with Prince Man-

9.

8.

10.

-

11 18

rits, concerning Stocks Increasing and Decreasing: the Prince saith that Monies, Ware' and Debitors Increase Stock: for the more a man hath of them the greater will his Stock be. Contrarily Debt-demanders decrease Stock. Simon Stevin replieth to be of another Opinion; expressing himself with the ensuing Instance: If (saith he) in former books I bought of Peter a Bale of Pepper upon time; that Pepper augmenteth not my Stock: for Peter demandeth of me the value, time being expired. In like manner, my Stock decreaseth not, because Peter is a Debt-demander: for it's as much augmented by the Pepper. But is a Bale of Pepper be given me, that truly augmenteth my Stock; for I enter, Pepper Debitor to Stock. And fol. 54. A Merchant giving certain hundreds to Marriage with his Danghter, that decreaseth Stock. By this may easily be discerned, what Stocks Augmenter and Diminisher properly is.

12. Phil. Speaking of Stocks Increasing and Decreasing; you rehearsed in how many parts the substance of an Inventary did consist; but let me now hear you nominate the true Debitors and Creditors of the same onely, without any other Circumstances of Dications.

Sch. To give you the better content, I will speak of each in order as they stand: and first,

Of the Ready-money.

13. Phil. How book you the Ready-money after the way of Debitor and Creditor? Sch. Cash Debitor to Stock.

Phil. Why make you Cash Debitor?

14.

17.

Sch. Because Cash (having received my money into it) is obliged to restore it again at my pleasure: for Cash representesth (to me) a man, to whom I only upon confidence) have put my money into his keeping; the which by reason is obliged to render it back, or to give me an account what is become of it: even so if Cash be broken open, it gives me notice what's become of my money, else it would redound it wholly back to me.

15. Phil. Why do you use the word Cash, being the word Money is in use amongst our Nation?

Sch. Simon Stevin treating of this word with Prince Maurits of Nassau, in the fifth Head-point of his Princely Book keeping, fol. 52. saith, that he could give none other reason but onely that this word is in Use, which if it were not, I account it bet-

ter (faith he) to have faid, Money is Debtor.

Our Master usually alledged the difference between private and general discourses, shewing that many words are usual among Dutch, French and other Nations, with whom a Merchant doth traffick: therefore he thought it sittest to use general words, as being generally known, and most usefull in Book keeping; else (said he) why should not Money bear its own name as well as other commodities?

16. Phil. One other Question I have to demand before you proceed, which is, Why is

Sch. Because the word Stock containeth in it all what a man possession; whether Money, Wares, Debts due to us, or the like: and (mark this well) Cash, yea, each particular thing that I possess, is but a member of that whole body Stock; therefore by the joint meeting of all those members, the body (Stock) is made compleat.

Phil. Having passed the first part of Ready-money, treat now somewhat

Of the Money in Banck.

For in the hands of the Honourable Lords of the Banck I have a certain sum of money; how shall I book that?

Sch. Banck Debitor to Stock. Nota, Banck is a name used at Amsterdam, and essewhere,

rhere a Banck is kept: being a place by the City appointed, where all Bills of Exchange of 60 L. Sterl. and upward ought to be paid and received: else in time of controversie about such bills as ought, and are not paid and repaid there, the Lords of the Banck (as I have been informed) will not give sentence, but reject the parties

that rejected their Orders.

This name (Banck) is known amongst most Merchants; therefore will I use it, and many the like words appertaining to Book-keeping, that the beginner may be acquainted with the same. Between Cash and Banck are two things to be observed: 1. That Cash may not be amed, but when money is either really paid or received: but in Banck we (oftentimes) pay and are paid onely by Banck-bills, which in effect are as affignments: by them is written upon our account such moneys as we by Bill or Agreement are to have of others: by them is written from our account such moneys as others by Bill or Agreement are to have of us. 2. Cash oftentimes differeth from Banck, because Banck-money is of a more worthy price. I have known it five per Cent. differ, because of the multitude of foreign Coins that came into the Land; so that their own moneys were very rare to be gotten: and very few foreign Coins are by the Lords valued as Banck-moneys, yet Bills must be paid and repaid in Banck-money.

Phil. Although it be improper in this place, yet will I move some other Questions 18. of Banck; because it is under the same Title: as suppose a man at sight of a Bill from my Factor or Friend, maketh me the same good in Banck presently.

Sch. Banck Debitor to my Factor or Friend.

Phil. Suppose the Bill was formerly by another accepted, and now made good in 19. Banck upon my account.

Sch. Banck Debitor to the man that accepted the Bill, because at the acceptance I

made him Debitor to my Factor or Friend.

Phil. Suppose the Bill was formerly accepted by another, and now made good in 20. Banck upon the account of another man by my order.

Sch. The man upon whose account the said Bill was made good, (being for his own

account) Debitor to the man that had accepted the Bill.

Phil. Suppose that A. B. made good upon my account a Bill formerly accepted by 21. B.C. how? &c.

Sch. Banck Debitor to B. C. writin by A. B. for we must regard the ground man.

- Phil. The accepting man payeth me per halh, with allowance for Banck-money. 22. Sch. Cash Debitor to the Accepting man for Principal and Allowance; and then, Accepting man, Debitor to Profit and Loss, for the Allowance money.
- Phil. But I write at fight of a Bill drawn by my Factor or Friend, upon the ac-23. count of the Presentor.

Sch. The Drawing man Debitor to Banck, whether it be for his or my account.

24. Phil. But the Bill was by me accepted before, and now ordered another to pay it for

me: Nota, whether in Banck or out of Banck, that is nothing to me.

Sch. The Promised man, whose Bill I accepted, Debitor to the Paying man; or to him who ordered the same to be paid, if he who was Debitor upon my book did not pay it himself: that concerns not me how the Bill is paid, if my order be performed.

- 25. Phil. But I pay the before accepted Bill per Cash, with Banck-moneys allowance. Sch. The Promised man, whose Bill I accepted, Debitor to Cash for Principal and Allowance; and then, Profit and Loss Debitor to the Promised man for the allowance.
- Phil. Longer upon the Branch of Ready-money I will not detain you; proceed to Sch. The the second Branch, in order.

Sch. The tenth place mentioneth several matters, all included under the name of WARES: of which I will treat in order, according to the faid Table.

Phil. Suppose I have remaining unfold in the house, for my proper account, Indigo. 27. Bayes, Kersies, Durances, or the like.

Sch. Sch. Sch. Sayes, Kersies, Durances, Stock, each name severally in a place apart, as

Phil. Suppose I have many petties, as Pins, Needles, Thimbles, Shears, Knives, 28. Fish-hooks, and twenty the like Implements.

Debitor to Stock. The former were great Wares, and might be severed each apart in their own proper place; Sch. Merchandise, might be severed each apart in their own proper place but these are Pedling matters, and may be brought u der any Title that agreeth nearest unto their nature. but these are Pedling matters, and may be brought un-

Of HOUSES.

Phil. How would you book a House or Hall? 29.

Sch. {House Muscovie, standing at the foot of St. Dunstan's-Hill _____ Debitor Hall, Bishops-Hall near Bednall-Green _____ to Stock.

LANDS.

Phil. How shall I book the Lands that I have?

Debitor Stock.

RENTS and LEGACIES.

Phil. How shall I enter the Rents, and Legacies that I am to pay out of the before-31.

named House, or Hall?

30.

Sch. House called the Muscovie-house, standing at the foot of Saint Dunstans-Hill, Debitor to the Demanding-man his account of Rents, for Principal, and yearly Rent. Nota. All printed books (in general) make the House Debitor to an account framed under the Title of

CHIEF-SUMS of RENTS:

but I think it fittest to have the Principal manifested upon the Mans account, because it may there appear whence such yearly Rents arise: for the Dictation of the Journall explaineth the time of all. If the Legacy be upon the House onely, and not upon the Ground, and that House burn down, so that we are discharged from that charge; Re-write the parcell from the House Debet, upon the Man, for Principal, and Rentfum, then is that cleared.

Phil. How shall I book the yearly Rent of him that dwelleth in Bishops-Hall? 32. Sch. The In-dwelling Man Debitor to Bishops-Hall for the yearly Rent; because the Hall is charged for the Reparation.

36.

Phil. There is a Rent, or Legacy due to me from another house, how shall I enter 33. that?

Sch. The People that are to pay those Rents, or Legacies, their account of Rents or Legacies, Debitor to Stock: because I would keep those Rents from their trafficking account.

JEWELS and MOVEABLES:

Phil. I have Gold, or Silver Goblets, Rings, Brass, Copper, Tinn, Pewter, Bed-34. ding, or the like Trinkets, how? &c.

Sch. Jewels, Moveables (or what Name you please) Debitors to Stock: what they are the Journal expresseth in particular.

SHIPS-PARTS.

Phil. I have 11/32 parts of one Ship, and 70 of another: how? &c.

Sch. Ship the Dragon of London, under the government of William Will Debitor ing, Knight—Ship the Red Lyon of Newcastle, in the administration of John Stock.

Phil. Having entred Domestick affairs for Proper Accounts, proceed to Domestick affairs in Factorage and Company Accounts: and first of

WARES unfold for FACTORAGE ACCOUNTS.

Edward Denis of Northampton his Account of Kersies, Debitor to Stock: if

Edward Denis of N. N. his Account of Commodities, Debitor to Stock.

Sch.

If they are for Masters that are in Commodities, Jasper Johnson, and Govert Peeterson, in Company each & their Account of

Indigo, Debitor to Stock. $R.C._{\frac{1}{3}}$ and $E.D._{\frac{2}{3}}$ in Company, their account of commodities, Debitor to Stock.

Nota, Here is to be considered, whether these Wares are all unsold, or, part sold: if all unfold, and stand onely charged with their first charge; then in the former books was entred, Balance, Debitor to Edward Denis of Northampton, his account of Kersies for quantity and money: and consequently in this book must be entred as the first parcell above, both for quantity and money. But if part of those Wares are sold in the former books, and that there is Wares and Money, both in Debet and Credit of that (or the like) account; then in former books ought the Journal parcell to be entred: Balance Debitor to A. B. his account of Commodities, for Pieces and Money: entring in Credit side, all the Debet pieces under the Credit pieces; and all the Debet money under the Credit money, and so add them both together, to make one general sum in Credit, to wit, Pieces to Pieces, and Money to Money. Secondly, take all the quantity of the fold Pieces, and the Money that in Credit did arife in the former book by the fale of those Pieces, and Journalize them as this:

E. D. of Northampton his account of commodities, Debiter to Balance, for Pieces, and Money: entring in Debet fide all the fold Credit Pieces, under the Debet Pieces: and all the Credit Money arifing from those sold pieces, under the Debet Money; adding then, Pieces to Pieces, and Money to Money in Debet, they will make in Pieces and Money one general sum, like that in Credit. In this second was entred in the former Books, E. D. his commodities, Debitor to Balance, and consequently here; Stock must be Debitor to E.D. his account of commodities: but this being a member of Stocks Decreasing, and we are as yet in Stocks Increasing, the property of the matter will

not tolerate to speak of it here; therefore I must forbear untill places opportunity permit. See the 46. place.

37. Phil. Proceed to

WARES unfold for COMPANY ACCOUNT.

Indigo in Company for George Tate at Sutton upon Bunington in Nottinghamfiire, and me, each !, Debitor to Stock.

Sch. Bayes in Company, \(\frac{1}{2}\) for E. D. of N. and \(\frac{1}{2}\) for me, Debitor to Stock.

Kersies in Company for Robert Clifton, and James Tarton each \(\frac{1}{2}\) and \(\frac{1}{2}\) for William Hardington, and me, Debitor to Stock.

Durances in Company ½ for A.B. ½ for B.C. and ½ for me, Debitor to Stock.

The same considerations that before did arise in Factorage Accounts, (to wit, whether the Wares are wholly unfold; or part of them fold) do again arise here, nothing differing, but onely in the words of the Title, which easily may be discerned: and therefore the again Rehearsal is here omitted: If I knew that my weak apprehending Learner did but in thought desire the enlargement, I would be tedious to the Press for their learnings-sake. This is the cause why I omit the like expressing in Wares abroad, unfold, for Proper, Factorage, and Company-accounts; else as in Wares, for Factorage, and Company accounts, some are wholly unfold at the Conclude of our Books, and some of them are sold in part; even the like may, and doth happen in Factorage, and Company Sendings and Voyages, against which sales, the Selling man standeth Debitor to those Sendings for Factorage, and Voyages for Company accounts: Insomuch, that all those accounts being crossed in manner, as in the 36. place is instanced, then must we in this place make Stock a Debitor, unto the which we are not as yet come.

W A R E S. abroad unfold; for P R O P E R A C C O U N T.

Phil. How shall the unsold Commodities be entred, that are under the hands of our Factors in England, France, Denmark, &c. suppose they were Sugars, Pepper, Woade, Nutmegs, or the like?

Sch. Voyage to Stoad in Denmark, configued for my account to Robin Hood, Debitor to Stock. The Journal expresses what they are, by means of Letters or Ae-

counts from the faid Factor.

38.

39.

WARES abroad, unfold, for his or their ACCOUNT. whose FACTORIam.

Phil. This is still upon the second Member of the Inventary, as in the 10. place; but from whence ariseth this kind of Entrance, that I being a Factor, should as Factor,

keep an account against another Factor, for the man whose Factor I am?

Sch. The Explication of this Question, is to be handled in the Discussion of the Fa-Gor-table, in the 122 place; but because of orders sake here in the Inventary, something I intend to enter, which shall begin with the Original, that the proceeding may the plainer be understood, and is thus: A. B. in my former books, sent me Commodities to sell for his account, which Wares (at the receipt of them) I booked in sit Forma; through times contrariety those Wares were not Vendable here: of the which I advised my Master, whose Factor I am. The tenour of his next Letter to me concerning the same, was to doe therein as for my self: with mine, I sent of his Wares into France, and did charges upon the sending of them, whereof by Letter I had advice, that they as yet are unfold; and so I brought them from former books.

43.

40. | Phil. Let me hear you enter this according to the nature of the Inventory.

Sch. They were fent before; and therefore I enter now,

Edward Denis of Northampton his account at Roan in France, in the Administration of P. D. Debitor to Stock; for the charges by me done at the first sending. See 46. place.

41. Phil. But suppose the charges that you did at the first sending were writ off from his above-named Roan Account, unto his Account Currant, being that I would have all disbursed money upon one account; and therefore that account hath no charge now upon it.

Sch. Edward Denis of Northampton, his Account at Roan in France, in the administration of P. D. is Debitor to Stock: Nota, for a Blank sum both in Debet and Credit; and must so be carried to each Account per Forman, because there must not be

a Debitor without a Creditor, nor the contrary.

Phil. Suppose P. D. had in the former Books made sale of part, or whole; where-

of you had advice then, but no Returns. See 46. place.

Sch. P. D. at Roan, for the Proper Account of E. D. at N. N. Debitor to Stock; for as much as the known fales import: and fo I pass forward, according to the Tables tenour, unto

WARES abroad, unfold, for COMPANY ACCOUNT.

Phil. I perceive you cleave close to the Table.

Sch. School-men (as I have read) say, that a good Disputant ought never to digres from the propounded proposition, untill it be discussed. Neither ought any Writer to commit a digression from the grounds of his intended subject; as is here the beforeented Table in the 10. place, as also the ensuing three Tables: to wit, The Tableof Accounts Proper in the 63. place: the Table of Fastorage-accounts in the 122. place: and the Table of Company-accounts in the 174 place. From these I intend not to stray; but in order will work upon them (as the Tables shall deliver matter thereunto:) the more, because any one which shall have occasion to seek a matter in any of those particular Tables, whether in the Inventories, Proper, Fastorage, or Company-Tables, may presently know what goeth before, or followeth his desired matter.

Phil. But to our intended purpose; rehearse some Instances of Company unfold Wares.

Sch. Voyage to Roan, configned to Pierre du Pont, being in Company for James Bartram, and me, each ½ Debitor Voyage to Lisbone, configned to Pedro del Vergo, being in Company, ½ for Robert Clifton, and Partner, ½ for James Joyner; Stock.

Phil. Having in order waded through the second branch of the Inventory-Table, in the 10 place; proceed to the third branch of Stocks Increasing: being

DEBITORS, of whom we are to have.

Sch. Four in number are they comprehended under, in the third branch of the 10. place, and may all be joyned as under one; yet in brief I will touch each apart: as

- 1. B. C. to whom we formerly fold, or that he had accepted out Exchanges, Debitor to Stock.
 - 2. C.D. at Venice my account Currant, Debitor to Stock.

3. Partner,

Who hath part of my Estate in his hands, to be employed by him for the good of our Company: N. N. my account by him in Company, Debitor to Stock.

3. Partner, Whose part of Stock is in my hands to be by me employed, and I am for him in disburse: N. N. his account by me in Company, Debitor to Stock.

4. M. M. at Colchester his account Current, Debitor to Stock.

By the word Currant, do not I understand the account that is opposite to an account of Time, (for I distinguish them by the name of Time and Ready money) but by Currant, I understand, a Running account, (Conte-Courante) upon the which all thing; may pass as well for time as Ready-money.

Phil, Thus I fee you have paffed through the three branches of Stocks Increasing, with the dependances of the same in a brief manner: what followeth next to treat of?

DEBT-DEMANDERS.

Sch. In the 10 place is shewed, that Stock hath (Improperly) a Decreasing part; and that again is divided into five Sub-divisions: of these in brief likewise, after a plain manner: as thus,

> 1. D. E. Of whom we formerly bought, or whose Bills in former Books we accepted, and presently booked them, but not due to be paid in those Books.

2. E. F. at Constantinople, my account Currant; for that he hath made me more Returns than my fold Wares did import.

My account by him in Company, he having paid out more

than his part doth import.

3. Partner. His account by me in Company, I having received into my hands money for fold Wares, and detain his part thereof. where he ought to have it.

Stock is Debitor to

4. F.G. His account Currant; the Credit of which being heavier than his Debet; but whether it be in Ready-money, or for Wares fold upon time, that's not material in respect of this Running-accounts form.

5. G. H. His account of Kersies, for so much as was sold upon that ac-

count in the former Book: See 36. place.

Durances in Company, $\frac{1}{2}$ for $A.B. \frac{1}{8}$ for B.C. and $\frac{1}{6}$ for me: for 60 much as in the former Book was fold upon that account: See 37. place, it being compared with this.

Edward Denis of Northampton, his account at Roan in France, in the Administration of P.D. for as much as the known Sales import. Nota, in the 42. place, the Factor was made Debitor to Stock, for the like fumm: therefore our Stock standeth well in the like case with others. Again, we have our first charges done us good

unto our Stock in the 40. place.

46.

Stock Debitor to Voyage to Lisborne, configned unto Pedro del Vergo, being in Company, \frac{1}{3} for Robert Clifton, and Partner; \frac{1}{6} for James Joyner, and \frac{1}{2} for me: for as much as the known Sales import. You must conceive, that Pedro del Vergo, Our account, being in Company, \frac{1}{3} for Robert Clifton, and Partner; \frac{1}{6} for I. I and \frac{1}{2} for me \frac{1}{6} either standeth, or should stand Debitor to Stock; for the like sum, that Stock standeth Debitor to the Voyage for the sales; for the Voyage cannot have a Credit, but by one or more Debitors that even Counterpoise that Credit.

Phil. I have feen your Dexterity in the handling of the Inventary-Table, as also in the booking of a mans known Estate; but if a Merchant will not have his Estate known,

50.

how will you behave your self therein? Ha! I think I have pos'd you now. No

you are stall'd, I trow.

Sch. In such difficult Questions you cannot debarr me, to take the aid of some Renowned Authours: for in the first place of our Dialogue I seared my weaknes, because I frequented not the daily Examination; but although I frequent not the School, I am yet not ignorant of what the Authour's passages are upon this Subject: and therefore I will decide your Question with the Solution of Master Henry Waninghen, in the first Chapter, the 17. Questions Answer; his words are these: Cash must be entred in place of Stock, making all that is due to us Debitor to Cash; contrarily Cash Debitor to all them that are to bave of us.

With him (in the very same words) agreeth his Disciple Joannes Buingba, who now at Amsterdam, after the death of his before named Master, succeedeth his place in

Schoolmastership: See the 38. page of his book, printed 1627.

J. Carpenter Gent. in his Most Excellent Instruction, printed in London 1632. is a direct Imitator of both the former: See fol. 20. 24. of his Book: and no marvel; for the greatest part of his published book is nothing else but a general Copy of Henry Waninghen's Book, both in words and number of the questions. J. C. in his Epissie to the Reader, pretendeth Ignorance, of not knowing the Authour, who in the French Language many years agone was easie to be found.

Phil. Shew me fome Instances how they would book their passages. Sch. In brief I will: and first,

Of the Wares.

Grograines, Kersies, Durances,

Of the People that Owe to us.

Robin Good-fellow, Herman Hard-head, John Gentleman,

Of the People that we Owe unto.

Cash Debitor to Ralph Would-well.

Reynst Reach-farre.

49. Phil. Suppose a man at the making of his Inventary hath some money, how shall he book that?

Sch. The before-named in the places of their Books mentioned, say, The ready money is not to be entred till you disburse the same.

Phil. Suppose with part of that concealed money you bought Wares, and with other part paid them unto whom you are indebted: how enter you that?

Wares, People, Debitor to Cash.

51. Phil. This being thus rehearled, what will you conclude; have these (think you)

Sch. Suppose they had, what's that tome? But because you should not flout at me, thinking my capacity to be so stupid, that it is void of distinction, I will in some brief notes onely touch the same.

Firstly

Firstly, let me consider whether the Book-owner be more indebted than his Estate is worth; which if he be, then is either entrance good, for his Estates concealment: for the Debet side of Cash ought to be heaviest, or, having no money, it must be even, because all is paid out: but if he have any Estate, then is the Credit of his Cash (who standethin Stocks stead) heaviest: and therefore an Errour, being there is more paid than was received.

Secondly, the commodities that we have at the making of our Inventary, were bought in former Books, and there made *Debitors*; and that we now enter them again *Debitors* to *Cafb*, is to re-buy them: and confequently, in place of book-reforming, book-deforming, and an undefendable Errour.

Thirdly, the People whom we now make Debitors to Cash, are absolutely our Debitors, and do we pay them who are to pay us? many men would defire to be our Debitors.

Fourthly, as senseless it to make Cash Debitor to People that are to have of us; will they that are to have of us too! for a Bill of Exchange by us accepted, say, Come my Friend, you have accepted an Exchange to pay at time expired, which is now: send your man to my house, and the money shall incontinently be paid to him? Ithink nothing less.

Fifthly, Cash may never be mamed. Nota, not named, but when Morey is either truely and really paid or received, as in the 17. place is mentioned. But if these People enter forged Imaginaries in the fore-front of their Books, what is not to be ex-

pected before the End?

53.

54.

Sixthly, The Stock which they feek to conceal, is manifest in the difference of Cash it self. For let them transport their Cash, and they shall find (if as before is said, that their Estate stand well) that Cash is, and in transporting forward, always remaineth Creditor. Balance that Cash, and tell me what shall be done with the difference. Carry it to a new account, what then? there it will prove to be Stock. Carry it to Profit and Loss, there it will prove to be Stocks Augmenter. Wonder is it, that these and many other Foreign-bred defects, must now be clothed in English Attire; and pass for current amongst us! Surely, our Judgment is weak in the discerning of this Art.

52. | Phil. I perceive their passages in booking of their Matters, doth not digest with you; is there a more plain way? discover that.

Sch. If we were as Exact Discussers we are Imitators, we had not been so besotted,

as to entertain those Foreign desects, having better at home.

Look into James Peele, whose well-entrances through neglecting Age (or distain of Domestick Writers, and extolling of Foreign) are as strange to us, as though (as the saying is) they were written in Heathen Greek. He sheweth us the sit ground-work, how to conceal a mans Estate in the booking of his private accounts, and matters mathat nifested for Merchandizing.

Phil. Instance some particulars how to book the manifested part.

Sch. You speak of Part; whether he bring in Part, or All, who can certainly know that? being that we can but aim at it, as the blind at the Colour of Cloth. And sor which he manifesteth, may be

Entred

Cash,
Banck,
Perpetuanes,
Marmaduke Man,
John Knoll at Lisborn, my account Proper,

Phil. How shall the Master, or Book-owner, enter into his Private books the things manifested for Merchandizing?

Sch. General account for Traffick, Debitor to

Marmaduke Man,
John Knoll at Lisborn, my account Proper

Phil;

Phil. Suppose there is gained upon Wares fold. 55. Sch. Wares Debitor to Private account, for the Gains; doe the like in Factor accounts, and all other, upon which Gains ariseth.

Phil. Suppose I lose by Wares or Exchanges. 56. Sch. Private account Debitor to Wares, Exchanges, or unto that account, upon which Loss ariseth.

- Phil. At the Conclude of my Book I furrender Moneys, Debts, and Unfold-wares. 57. Sch. Private account Debitor to Cash, Men and Wares, each name severally.
- 58. Phil. How shall the Book-owner enter back into his private Books the Surrendred feveral matters? Sch. Cash, Men, Wares, each name severally, Debitor to General account for Traf-
- Phil. How shall the Book-owner enter into his private Book the Gains that are 59. found upon his Book of Traffick? Sch. General account for Traffick, Debitor to Profit and Loss.
- 60. Phil. But if he lost in his Book for Traffick.

Sch. Profit, and Loss Debitor to general account for Traffick; because it hath Sur rendred back less than formerly was confidented unto the same: Judge of the Gains likewise, that the General account for Traffick yielded more than the first in-laid Principal. Here you see the matter plainly discussed. Here you see the ground-work. by which they are confuted, gathered from one of our own Nation; which to their mile entrings might rather have been

> A worthy Refutation, Than, by their Approbation To bring them to our Nation.

But it seemeth that this Absurdity (and many more, which upon due Examination of their works apparently I can make appear) was not discerned, or, being discerned, how to amend it, Experience had not befriended them.

Phil. Rehearse some other Instances of their Misentrances, that (for the Reader) they may be as Buyes in this Sea, to keep him from Ignorances Ship-wrack.

Sch. Very loth I am to pry any farther into their Books: for their Absurdities are many in divers matters. And if I should dive into them all, it would be thought that I onely uttered Satyrical Snarlings, where my plain meaning is, to stir them up to a more serious study, that the stly beginner be not frustrate of his Expectation: seeking in them (as one saith) Sapientia, but finding Apedia: therefore let me proceed towards our intended purpose.

Phil. Well; for this time let us doe as you defire: What followeth next to treat of. seeing the Inventary, with the Dependances (which is the first matter whereof the Journal is made) are discussed?

Sch. The fecond matter whereof the Journal is made, is the next thing in order

that we are to treat upon; and proceedeth from

Trafficks continual Exercise.

as in the Ninth place is rehearled: wherein is to be considered three Principal accounts, confisting

Proper | Accounts: and each | which I in actual Administration, administrate as chief Manager in the matter; whether in Proper, Factorage, or Company accounts.

| Proper | Factorage | Accounts: and each | which I in actual Administration, administrate as chief Manager in the matter; whether in Proper, Factorage, or Company accounts.

| Foreign affairs: for fo do I nominate those matters that another administrateth as chief Actor in the matter, without hand-action of me, or, mine: (Factor) | and Monies that I had been the matter in the matter in those when the matter in the matter in the matter in those when the matter in the matter in those things;

ters that another administrateth as chief Actor in the matter, without hand-action of me, or, mine:

And thus doth my

Partner

With the Wares, Bills, and Monies that I fend to him, to be employed for me, Friend: unto whom I sent my

Masters Wares, because they were not Vendible here, as in the 39. place is expressed; the sid Friend is to be countable for the Sales thereof to me, and I to my Master, with whose order I sent them thither; he not having any acquaintance with the man, nor Trading for that place. Of these I intend to treat in order as they are entred in the above-standing Table: but first I will book some exquisite

Rules of aid, very requisite in Trades continuance, to be learned without book,

1. What foever cometh unto us (whether Moncy or Wares) for Proper, Factorage, or Company account, the same is — Debitor.

2. Whosoever Promiseth, the Promiser

3. Unto whom we pay (whether with Money, Wares, Exchanges, Assignations) being for his own account: that man is

4. Unto whom we pay (as above) for another mans account:

The man for whose account we pay is ______ Debitor.

5. When we buy Wares for another mans account (whether we pay them prefently, or not, that is all one in the entrance) and fend them unto him, or unto another by his order,

6. If we deliver an Assignation unto any man (whether it be our own, or anothers) that man for whose account we deliver that Assignation in payment, is-Debitor.

NOTA,

This is much like the third Article, but this is here thus entred, because this Article is here more largely explained, for the better understanding of Assignations.

7. When we, or any other man for us, fendeth commodities unto another Land, or Town, to be fold for *Proper* or *Company* account, then is

I. Whatfoever goeth from us (whether Money or Wares) for Proper, Factorage or Company account, the fame is — Creditor.

2. Unto whom we promise, the Promised man is Creditor.

4. Of whom we receive (as above) for

is ______ Creditor.

5. When we buy for our felves, or for another man; and pay not presently,

The man of whom we bought those Wares is _____Creditor.

6. Whosever deliverethan Assignation unto us upon any man, for his own account: the man of whom we received it, is-Creditor.

11 1 1 7 .50

OR,
Whosoever (to pleasure or accommodate me) payeth my Assignation, the accommodating man, is———Creditor.

7. When we receive advice from our Factor, that those sent commodities, or part of them are sold, or lost, then is

201 20 1 20 10/10/10 - 10 7

Voyage to such a place configned to Voyage to fuch a place configned to fuch a manfuch a man -----8. Cash, or charges of Merchandizing 8. When we pay Custome, Infurance, is Creditor. Nota, divers Merchants keep or other charges, upon the fending of those commodities, then is fuch an account of charges of Merchandizing, especially those that have Cashiers Voyage (as above)— __Debitor. within their own house. 9. When we cause the sent goods to 9. The Infurer is-____Creditor. be infured, but pay it not presently, Voyage (as above) — Debitor. 10. Insurance reckoning, is Creditor. 10. When we Insure any mans sent Wares, and receive the money presently, Profit, and Loss. -- } then is Cash - _____ Debitor. Chuse of these which you please. 11. When we infure any mans fent II. As above --- Creditor. Wares, and receive not the money pre-

12. When we receive advice, that the former sent Wares, or part of them are fold, then is

fently, then is the man for whose account

we Infured those Wares - Debitor.

The Factor that fold them for our account _____ Debitor.

- 13. If any man draw Exchanges upon us for himself, or for any other man, the man for whose account the same was drawn, _____Debitor.
- 14. If we remit Exchanges unto any man, for himself, for me, or any other

The Factor, If for me, or the man for whose account it was remitted, is - Debitor.

15. When we lose by gratuities given, whether great, or small, or howsoever, then is Profit and Loss-____Debitor. Nota.

Merchants that trade much in this kind, use.an account in their books, called Infurance-reckoning.

12. When we receive Returns, either in Money or Wares, in lieu of those fold Wares, then is

The Factor that payeth us, or causeth us to be paid,---

13. If we draw Exchanges upon any man for himself, or for any other man, the man for whose account we draw, the same ---- Creditor.

14. If any man remitteth Exchanges unto us for himself, for me, or for another man;

The Factor, if for me, or the man for whose account the same was remitted to me, is-----Creditor.

15. When we gain by gratuities received, whether great or fmall, or howfoever, then is Profit and Loss - Creditor.

Phil. Having thus placed your Rules of Aid, proceed (as was determined) to the first of your before-mentioned Principal accounts.

Seb. The first nominated Principal account (for plain apprehensions sike) I will display under the form of account.

Domestick-affairs . whose parts may be Proper, in

64.

68.

Buying upon several conditions: See the 64. place. Shipping of Wares to another Town or Land, to be fold for my account: See the 85. place. Stelling upon several conditions: See the 92. place. Abatements upon \{ Wares: See the 103. place. \\ Money: See the 106. place. Receiving: See the 108. place, having 12 Branches. Gratuity: See the 110. place. Paying: See the 111. place.

Foreign-affairs, con- Advice, that the sent goods, 5 Sold: See the 113. places or part of them are Lost: See the 117. places Returns in \{ Wares: See the 119. place. \{ Money: See the 121. place. fifting in

Phil. The Table being entred in brief as above, requireth an explaining; there

fore let me see your Entrances upon each member apart.

Sch. The parts being divided into Affairs Domestick and Foreign, I intend to treat first of the first; and therein again of the branches orderly as they follow, whose beginning is with

BUYING.

65. Phil. I buy Wheat, and pay for the same presently, even upon the receipt thereof & How shall I enter that?

Sch. Wheat Debitor to Cash. Nota, Some will, that of the like Passages should be made a double Entrance, because upon all Occasions the mans name might be found upon the Alphabet: each doe his pleasure; I account this way clear and evident, For afterward if any controversie should arise, that book (from whence the Question arifeth) will shew the Year and Month; then is it upon my Book easie to be found. No. ta, All accounts of Commodities must have lines within to keep the quantity of Ells, Measure, Weight, and the like.

66. Phil. I buy Rye Contant, but pay not instantly.

Sch. Rye Debitor to the man of whom I bought it. Nota, the word Contant fignifieth upon demand; and that again for 1, 2, 3 days, or 1, 2, or 3 weeks: generally it is included under one months time; for that which is contained under the nomination of Months, is 1, 2, 3 or more months.

Phil. I buy upon two months time a little parcell of Pepper, Ginger, Cloves, or

the like; some one parcell to the value of 10 L. and some less.

Sch. Groceries Debitor to the Man of whom I bought them: understand my meaning, which is not, that I should make the Commodity Debitor to the Mans servant, because I bought it of him; but unto the Principal, or Man, to whom it belongeth, in respect of my knowledge. Nota, the Entrance of that which I buy upon 2 Days, 2 Months, 2 Years, is all as one: for my acknowledged man must be known upon my books, as well for 2 Days as for 2 Years.

Phil. I buy Latton-wyre upon 3 months paying 27 part presently.

Sch. Latton-wyre Debitor to the Man Principal, from whence it came. And then, Man Principal Debitor to Cash, for the 27 part now paid. I enter this thus in 27 parts; because some make the bought Wares Debitor to the Selling man, for the part upon Time: and Wares Debitor to Cash, for the part paid. Here you see Wares are divided into two parts, (which is unseemly) and therefore must have two Journal parcells: so there is every way as much writing as to make the Wares Debitor to the man for the whole; and then, him Debitor to Cash for the paid part. But if I buy several Wares to pay to part in money, what brave divisions would then arise? For each parcell must

have two Debitors and Creditors, which will be no small trouble; or else they must learn to place their parcels with more judgment.

Phil. I buy cloth upon 9 months Time, which is to ride out 1, then to discount for 6 months: paying for them in Banck, and enjoy Banck-moneys allowance in hand Sch. Cloth Debitor to the Man, for the whole cost upon 9 months: and then, the Man Debitor to Cloth for the Discount; and then, the Man Debitor to Banck for the fum writ in: and then, Cash Debitor to Profit and Los; because the money by me written in Banck, and the Discount, countervailed the first Principal upon 9 months.

Phil, I buy Barly upon a time, discounting instantly; paying part in money, part by Assignment, part with Rye: the remainer in Banck, abating so much as the Banck-

monies allowance is worth.

Sch. Barly Debitor to the Man for the whole upon 8 months: 2. The Man Debitor to Cash for the sum paid. 3. The Man Debitor unto him who was to pay my Assignation for his own account. 4. The Man Debitor to Rye for the delivered value. 5. The Man Debitor to Banck for the sum made good, either upon his account, or upon the account of another, by his order. 6. The Man Debitor to Profit and Loss for Banckmonies allowance; because this and the Banck-money, make both but one compleat part of payment: but if I had writ in Banck his compleat part of payment, and he made good the Money for Banck allowance to me, by paying it in hand; then must we enter, Cash Debitor to Profit, and Loss. 7. The Man Debitor to Barly for the 8. months discount. Nota, Henry Waninghen, Chapter 2. Question 14. entreth the Man Debitos to Profit, and Loss, for the discount. Passchier Goossen, Ju Dannburgh, printed 1 594. parcell 44. 47. and others, entreth the like. Johannes Buingha, folio 39. Question 7. entreth the like. J. Carpenter, fol. 34. his booking is with Henry Waninghen the 14. parcell alike; and is onely an Imitator: and fo of other Authors. But Premeditation sheweth, that the Rebates of commodities should not be carried unto Profit and Loss, as our printed Authors in general do, without any further in-fight into the nature of the matter: For Barly, which before was Barly upon Time, is now become Barly for Ready-money; which at the buying (in respect of the Time I was to stand out, and have the use of the money in mine own hands) cost me more than it now will yield me Ready-money; the while then Barly upon 8 months was more charged at the buying, than it now is worth Contant, reason requireth that Barly should be discharged, because I have disbursed my Money: See Ralph Handson upon Abatements in his Table.

This must be well regarded in Rebates, to the end, that each Horse may bear his own Burthen; well noting, that the Rebates are not made good in Money. See R. Handson.

But if we buy fundry commodities; and have an allowance upon the whole

buying, then must we enter,

The Man of whom I bought, Debitor to Profit and Loss Proper: for no one commodity may enjoy the allowance made upon the whole Cargo or Parcell; and to make a division provato, of each commodities Capital, would be a troublesome (buttrue) work: therefore Profit and Loss is the briefest carriage in such matters, being the Facit after either of the ways, redoundeth unto our final advance for the Abatement. This in brief.

Buying {For Ready-money, and prefently pay: See the 65. place. Upon Time, the conditions being several: See 66,67,68,69,70.

BARTER, or TRUCK.

Phil. I buy Wares, for other Wares; the value being equal.

Sch. In-bought Wares (what name soever) Debitor to the Delivered Wares: this is feldom seen. F But if writing be not tedious unto us, or we not Paper-penurious, the best and most uniform booking (in respect of the general varieties) of giving or receiving of diversities (being Wares, and Money, or several Wares) is to make the received Wares Debitor to the Trucking Man; and then the Trucking Man Debitor to the Delivered Wares.

72. | Phil. You have related your mind in things of an equal value; but if I buy Wares,

paying with other Wares, and Money.

Sch. Henry Waninghen, Chapter 2. unto the 6. Question, answereth in Dutch; 'Enoct vaturent iscort Debit acn Cassa. Daet nact, Cassa Debit acn't goet vaturent too givest. I English it: The Wares that we buy, Debitor to Cass, afterwards, Cassa Debitor to the Wares that we deliver: as thus, The Wares that I buy are worth 100 i'. and the Wares that I deliver are worth 90 i'. Consequently, I paying the Man, he must have 90 i'. in Wares, and 10 i'. in Money; so that Cass is for the 10 i'. paid, more Credit than Debet: therefore Cass hath it's due. With Henry Waninghen agreeth J. Carpenter, fol. 32. parcell 6. as above; he writeth, the goods bought owe unto Cassa for the whole sum: and after, Cassa over the whole sum: and after, Cassa over the world in the Seller, for the value of them.

73. Phil. Seeing you Imitate in entring of their words; have they your Approbation? Sch. I have related their words, not as an affectionated Follower, but as an Admirer of their Imitation. For as in the 17. and 51. place by this is said; Cash may not be named (no not named) but where Money is either Really paid, or received: Nota, and the while that it is absolutely false, that Cash hath in the above mentioned 72. place not paid out 100 l. but onely 10 l. nor hath it received any penny of the 90 l. therefore for the 90 l. on each side, I say, Cash is an Ass.

Phil. But in the conclusion, it cometh all to one purpose.

Sch. That is not material: why many words, when few may suffice? For J. Carpenter, fol. 32. parcell 7. answereth direct to the matter; The goods which you buy, one to the Seller: And contrarily, He oneth to Cash, and to the goods which you have delivered him. This is somewhat like a mans money: But a sinch 71. place is said; Idleness in writing, or Penuriousness in Paper, is the cause of these Folly-entrances. For not onely in this; but in Exchanges, and the like, because we will not have (as some term it) a Book full of names, we must have our passages smothered under the covert of Inaginary obsamity; whereas we may have them delectably booked, if we were not spating in writing: Date in sinct, Jonder very suffered without trouble. But I have no time to discuss other mens works; therefore let me proceed.

Phil. I buy Wares, delivering a greater value; and receiving the Overplus back in

Money.

75.

74.

Sch. In-bought Wares Debitor to the Selling Man, for their value: 2. The Man Debitor to Delivered Wares, for their value. 3. Cash Debitor to the Man, for the received Money, to equal the Truck. So in brief; if the Wares are of an equal value, 'then enter Bought Wares Debitor to the Trading-Man. 2. Trading Man Debitor to delivered Wares; because the value is equal. If unequal, and Money given; then enter, In-bought Wares Debitor to the Trading Man: and then, Trading Man Debitor to delivered Wares, and to Cash. But if unequal, and Money Received; In-bought Wares and Cash Debitor to the Trading Man: and then, Trading Man Debitor to Delivered Wares. And so I proceed to Wares bought, which are to be

Delivered me 2,3 Weeks or Months after the Agreement:

76. Phil. I buy Wares, agreeing now for quantity and Price; but am to receive them 2 months hence.

Sch. The Promising Man is Debitor to Promise-reckoning.

77. Phil. I have already by this one parcell conceived, that you digress from divers Printed Authours: for,

Passichier Goessons of Brussel, in the German Language.
Pieter Nicolaeson Daventriensis.

John Willemson of Leuven.

John

John Coutereel of Antwerp. Henry Waninghen of Campen. Johannes Buingha. J.Carpenter, Gent. and several others, do enter,

Deliverance-reckoning Debitor to the Selling-Man.

Sch. That is nothing to me: for they digress from their own Documents. John Willemson of Leuven, in the third Chapter, at the end of his Book called the Golden School, entreth these ensuing words, as a firm Principle and Ground-Rule,

Mie my yets belooft, ofte toe-zeyt, den beloover is Schuldigh:

Whosoever promiseth, the Promiser is Debitor.

See the Second Article in the Rules of Aid, place 62. but here is the difference, which of these two is the Promising Party? I say, the Buyer cannot be taken for a Promiser, but onely for a Desirour; for he cannot obtain, except the Man with whom he treateth, grant his Request: therefore the Substance of the matter lyeth on the Deliverer's side; for which purpose I enter him Debitor: for Promise obligeth.

78. Phil. I buy Wares upon Delivery (as before) and bind him to the Performance by Money that he giveth me.

Sch. Then to the 76 add, Cash Debitor to the Promising-man. This is not usual.

Phil. But if I bind him, by giving him part in hand, what? &c. Sch. The Promifer Debitor to Promife-Reckoning, and to Cash for the paid money.

To buy a Ships Part.

80. Phil. I buy $\frac{3}{10}$ of a Ship, paying part in Ready-money; part with Wares for the Ships use, the Remainer upon 12 months time.

Sch. Ship Debitor to the Selling-Man for the whole: and then, Selling-Man Debitor to Cash for the Money; and to Wares for the quantity and value.

To buy a House.

81. Phil. I buy a House for Ready-money; but so, that there is a Legacy of 200? still upon the same, for which I pay yearly Rent, untill I release the Principal.

Sch. House Debitor to Cash for the paid Sum, and then, House Debitor to R. R. his account of Legacies and Rents, for the Principal, and one years Rent: specifying in the Journal at how many years purchase, and at what price the same may be released, if I will buy it out.

Phil. I buy a House of a Man, for which I pay part now; the Residue of the Principal is to be paid upon yearly conditions; but so that another man hath a Legacy out of the same, for which I pay him yearly Rent, beside the first costs.

Sch. House Debitor to A.B. for the whole costs upon time: then, House Debitor to B.C. his Account of Rents and Legacies: then, A.B. Debitor to Cash for the present payment.

To buy Legacies.

83. Phil. I buy in a Legacy of R. R. with Gains; paying him part with an Affignation upon A.B. from B.C. part with Rye, prized now at 6 months, which is to be discounted; and the compleat Remainer in Banck, for which he alloweth me Banck-moneys advance.

Sch. R. R. Debitor to Profit and Loss for the Gains: 12. R. R. Debitor to B.C. for his Affignation payable by A. B. 3. R. R. Debitor to Rye, for the price at 6 months. 4. R. R. Debitor to Banck for the compleat payment. 5. Rye Debitor to R. R. for the discount. 6. Cash Debitor to Profit and Loss, for Banck-monies advance.

84. Phil. I buy a Legacy (with advance) of C. D. due to him from a certain House, possessed by others: part by his order I pay unto D.E. by an Assignment upon E.F. for the account of F.G. or that I received from F.G. the remainer I pay in Banck by his order upon the account of G.H. abating Banck-monies allowance.

Sch. Possessing People, My account of Legacies and Rents, Debitor to C. D. for the whole fum that it cost me. 2. The same again Debitor to Profit and Loss, for as much as the Legacy by their Contract is more worth than I bought it for. 3. C.D. Debitor to F.G. for an Assignment delivered to D.E. upon E.F. by his order. 4. C. D. Debitor to Banck, for his use made good upon the account of G.H. 5. C.D. Debitor to Profit and Los, for abatement of Banck-monies allowance.

Shipping of Wares to fell for my account.

Phil. I Ship away Wares that already are charged Debitors upon my Book; how 85. shall I enter them?

Sch: Voyage to Roan, configned to Jean du Boye, Debitor to Wares; to wit, giving them such a Title at their discharge, as was set upon them at their charge.

Phil. I Ship away Wares that I now buy, and pay present money 3, nor booking 86. them upon an account of Wares.

Sch. Voyage (as above) Debitor to Cash, for the first costs.

Phil. I Ship away Wares that I buy upon 4 months, to stand out the Time, not 87. booking them upon an account, of Wares.

Sch. Voyage (as above) Debitor to the Man: See the 66. place. 201 12 TO 12 TO 12

88. Phil. I Ship away Wares that I buy at 6 months, flanding out 2 months, and then to discount for 4 Months; not booking them upon an account of Wares.

Sch. Voyage (as above) Debitor to the Selling-man for the whole, and being

discounted, The Selling man Debitor to Voyage; for the discount. C), (1)

Phil. My Factor or Friend at Amsterdam, by my order sendeth Wares to Roan (or 89.

man; whether it be bought for Ready-money, or Time, the Entrance is all as one, except an account of Time and Ready money were kept between us, in respect of giving or taking Interest of each other: of which is spoken in the 120. place: compared with the 11. member in the 108. place. 1 of 1 (1997) of the

Phil. At the fending of these Wares I pay Custome and other Charges here. 90. Sch. Voyage to N. configned to N. N. Debitor to Cash, for Custome, Charges, and also Infurance, if instantly paid. ול וו דרק ובו בין בעור

riben THEORY ILL SILL Y TEELS Phil. But if the Insurance be not paid untill advice of the Arivement to the place whither it was intended. Dimor I sale of the Arivement to the place

Sch. Voyage (as above) Debitor to the Infuring maning the top in the property of the control of

It has if he in the Med I Take and in head to pind are to ber I me

Phil. I fell Wares, and receive the money inflanily of anida and A.2 Sch. Caff

Sch. Cash Debitor to those Sold Commodities.

93. Phil. I sell Wares, but am to receive the Money some days after, or perhaps some months after the selling time.

Sch. The Buying Man is Debitor to the fold commodity: Vide 66. place, compa-

ring them with part of the ensuing.

94. Phil. I sell Wares, receiving in part Ready-money; the residue upon two months. Sch. The Buying man Debitor to the Delivered Wares, for the whole sum: and then, Cash Debitor to the Buying man, for the received sum.

Phil. I sell Wares, part upon 6 months Discount; then the Discounted Neat-sum,

and the remaining Residue of the Principal to stand out upon Interest.

Sch. Buying man Debitor to Wares for the first agreed price, unrebated: 2. Buying man Debitor to Interest Reckoning for the value. 3. Wares Debitor to Buying man for the Discount.

96. Phil. I sell several Wares at 11. months times price, discounting immediately: in payment of the same, I receive of himself part money, part by Assignment, firmed by B. C. indossed unto C. D. The remainer is made good in Banck upon the account of

D. E. by order of E. F. abating Banck-monies allowance.

Sch. 1. Buying man Debitor to those Wares (howsoever named) for the value of the first unrebated price. 2. Cash Debitor to the Buying man, for the money received from himself directly; and for the money received by his Assignment delivered to me. 3. E. F. Debitor to the Buying man, for the money by his order made good in Banck upon the account of D. E. 4. Profit and Loss Debitor to the Buying man, both for Banck-monies allowance, and Discount: Vide 70. place by this hand.

Selling for other Wares: Barter, or Truck.

97. Phil. I sell Wares for other Wares, the Truck being equal. Sch. See the 71. place in Buying.

98. Phil. I sell Wares, receiving in payment other Wares and Money. Sch. Buying man Debitor to my delivered Wares, for the whole: and then, Received Wares, for the quantity and value; as also, Cash for the received Money Debitor to the Buying man.

Phil. I sell Wares receiving back a greater parcell, and re-pay the Over-plus in

99. Phil.

100.

Sch. Received Wares Debitor to the Trucking man for the whole: and then, Trucking man Debitor to the delivered Wares; and to Cash for the money: See 75. place. And so I proceed to Wares sold, to be

Delivered by me 2 or 3 Weeks or Months after the Agreement.

Phil. I fell Wares, agreeing now for quantity and price; but am to deliver them 2 or 3 Weeks or Months hence.

Sch. Promise-reckoning Debitor to the Promised man; nominating the quantity quality, &c.: and price.

Phil. But if he give me part of payment now in hand, to bind me to performance of the delivery.

Sch. Cash Debitor to the Promised man.

Phil.

Phil. But if I by giving of him money, bind him to the Receit.

Sch. Promifed Man Debitor to Cash for the Money.

Abatements upon Wares bought: See 69. and 70. Places. Abatements upon Wares sold: See 95. the 3. branch.

Phil. I buy Wares for the value of 200. P. each 1 upon 3. and 3 months, discounting the whole presently.

Sch. Wares Debitor to the Man for the whole 200?. And then, Selling-man Debitor to Wares for the discount of 100? for 3 months time: Again Selling-man Debi-

tor to Wares, for the discount of 100 %. for 6 months time.

Phil. I fell Wares to the value of 300 l'. payable at 4.4. and 4. months, precife, each pay an equal Third; after some few days we agree for the present discount à proportione, times payments.

Sch. The Buying-man Debitor to Wares for the whole: then, Wares Debitor to the Buying-man. 1. For the discount of 100 l. for 4 months. 2. For the discount of 100 l. for 8 months. 3. For the discount of 100 l. for 12 months: for so were their first payments agreed to be paid; and therefore ought to be so rebated.

But this is here a digression; therefore to the matter of Abatements, which at pre-

fent we have in hand.

103.

104.

105. Phil. I have formerly bought Wares, which I then, according to Time, and Price, entred to book; but I find. 1. Either defect in the Commodity. 2. Or I abate him upon the whole parcel the odd pence.

Sch. The Selling-man Debitor to those Wares, for either, or both: See 70. place.

106. Phil. Formerly I fold Wares, and according to Price and time, I then booked them; but he that bought them, findeth, 1. Either defect in them: 2. Or he abateth me upon the whole parcell some odd Money.

Sch. The Wares are Debitors to the Man, for either, or both. I will make it

brief: for,

Wares {Bought } at 6 months discount: {Selling-man Debitor to Wares. Wares Debitor to Buying man.}

Money {Received } before the Time: {Profit and Loss Debitor to Paying man. Receiver Debitor to Profit and Loss.}

Nota, If Abatements be made upon your fold commodity, by reason of discounts; shortness, or badness in your Commodity it being opened: or, by deduction of some odd pence or shillings; it is all one manner of Entrance: Wares Debitor to the Buying-man. Enter the contrary in abatements for Wates bought.

For Money Received, or Paid before the Time.

Phil. Of A.B. I receive an Affignation in payment, payable by B.C. four months after my Receit; which I accept of B.C. being the sufficienter Man: three months being expired, B.C. desireth to pay in the Money, enjoying allowance, à proportione, of the time to come; whereunto I condescend.

Sch. Firstly, B. C. Debitor to A.B. for the Assignations value: 2. Cash Debitor to B.C. for the Received Money: 3. Profit and Loss Debitor to B.C. for the Rebatement. Nota, In place of Profit and loss, Interest-Reckoning may pass, if we keep an account of Received, or, Paid Interests: or, if we will know what is Gained or Loss that way.

Paying before the time is just the Opposite.

Phil. To proceed according to the Tables-tenour, what followeth? Sch. The next matter to be spoken of in Order, is

RECEIVING:

1. Of a Debitor, in part, or full payment: 1. Money, Cash Debitor to the Paying Man. 2. Wares: Wares Debitor to the Paying Man. 3. Affignation, the Man obliged to pay, Debitor to the Paying Man. Nota, A man may keep the Assignation untill it be disposed of, and then enter the Man to whom we deliver the Assignation for Pay-

ment Debitor to the Man from whence it came.

2. Upon Deposito: the same being paid me presently or not presently: 1. If presently, Cash Debitor to the Lender, his Account of Interest, for Chief-sum, received: and then, Profit and Loss, (or rather) Interest-reckoning, Debitor to the Lender, his Account of Interest for the allowance. Nota, I enter rather his account of Interest, than to intermix it with his Trafficking Account. 2. But if we receive it not presently; then enter, the Promising Man Debitor to Interest-reckoning for the promised Sum: and being in Money received, then enter, Cash Debitor to the Promising Man, for the received Principal: Again, Interest reckoning Debitor to the Performing Man, for Principal and Rent-sum.

3. Expired Interests of former Lent-money, Chief-sum still continued: Cash Debitor to Interest-reckoning, if the detainer of the Principal be not charged upon his Account before for the Interest-sum: or else, Cash Debitor to the detainer of the Prin-

cipal, because he was charged before for the Interest-sum.

4. Insurance-Money, for the Insurance of another Man's sent Goods: Cash Debitor to Insurance reckoning, if I deal much that way: Or, Cash Debitor to Profit and Loss: Nota, But if the Man be already charged upon my Book for the promised Insurance; then enter, Cash Debitor to the Man. Compare this and the 91. place, which is the Opposite.

5. Wares promised me in the 76. place: Concerning which all manner of Casualties are comprehended in, I. Receiving the even promised quantity; for that enter, Wares Debitor to the Promiser: then, Promise-reckoning Debitor to the Promiser for his Promise performance. 2. Receiving more, Wares Debitor to the Promiser for the Received value; then, Promise-reckoning Debitor to the Promiser for the value of the

first agreed sum. 3. Receiving less; this is even with the second.

6. By Exchange for Franck ford, Hambrough, (or the like) having no man thereto repay it, but take it here at double usance, as the Exchange now goeth for those places. to repay it here again at three uso's, at price as the Exchange shall go there at the expired time, when my drawn-money shall be due there at double usance: for this enter, if presently received, Cash Debitor to Franck ford-Exchange, Hamburgh-Exchange, &c. If you agree to day, and will book it presently, albeit you are not to receive the Money before 2 or 3 days hence; then enter, Promising Man Debitor to Franck ford-Exchange for the Promised value: making in your Exchange-account double Lines to know the Gain or Loss upon the foreign Coins: for from thence must your Gain or Loss be known, and not from your English-money: And when you receive the promised Money, enter, Cash Debitor to the Promising Man. Again, when your 2 months is expired, and that the Money is to run 3 months upon the return, before you repay it here; then enter, Franck ford-Exchange Debitor to the Man to whom it must be repaid back; and the time of Payment being expired, so that we pay the Man, enter, Man Debitor to Cash, and there is an end with him: concerning now your Franck ford-Exchange, the Gain or Loss upon the same concerneth you.

7. A House by Marriage: House the Mary-gold in Fan-church-street, Debitor to Profit and Los. Nota, This might be presently carried to Stock, but all whatsoever pasfeth through the Waste-book in time of Trading, I (for uniformities sake) pass unto

Profit and Los. It is but a Ceremony, each his choice.

8. A Legacy by Marriage: The Obliged Man, or House, (which you please) Debitor to Profit and Loss, for Principal and Rent sum: Nota. If you take the man, enter, Ob-

liged man his account of Legacies and Rents, Debitor to Profit and Loss for Principal and Rent-fum.

9. Money drawn by us, upon our Factor, keeping book after a plain manner, without an account of Time and Ready money. Confider, 1. If upon the delivery of your Bill, you presently receive the Money, then enter, Cash Debitor to Allert Allertson at Paris my account. 2. If you deliver your Bills to night, because the Post goeth away (this is usual in Holland) and you are to receive your Money sometime to morrow, then enter, The Man (because he hath your Bills) Debitor to A.A. at Paris, my Account, and he paying you, Cash Debitor to the Man.

10. Money remitted unto us by our Factor, booking it after a plain way as above.

1. If received upon fight of the Bill, then enter, Cash Debitor to A. A. at Roan, my Account.

2. If not upon fight, then enter, The Acceptor Debitor to A. A. at Roan, my

Account; and he paying you, Cash Debitor to the Acceptor.

and Ready-money; because I allow him Interest for his disbursed Money; then enter, If presently received, Cash Debitor to Bartell Bartelson at Amsterdam my Account of Time, untill the expired time of the Bill; and then, B.B. at Amsterdam my Account of Time, Debitor to B.B. at A. my Account of Ready-money; because he isthen to pay it.

12. Money remitted unto us by our Factor, booking it as the 11. is booked: Cash, or Acceptor Debitor to B.B. at Amsterdam my Account of Ready money: Notin gtime of payment; for he cannot (ordinarily) remit, but he payeth presently, except he re-

mit in his own hands, I having the like value of his in my hands.

Phil. I perceive you press hard upon the word MY: What is the reason?

Sch. The word MY, distinguisheth between HIS Account and MY Account of Time and Ready-money. Between HIS and MY Account in plain style. Between HIS Account by me in Company, and my Account by him in Company; but of this

hereafter in due place.

109.

110.

III.

Phil. Let us then proceed to the next matter of the Table, in the 63. place. Sch. The next speaketh of

GRATUITY,

whether given or received. If I give away any thing, then enter, Profit and Los Debitor to the Given matter, that stood upon my Book. If I Receive a Gift, then enter, Received thing Debitor to Profit and Los. Nota, In Princely Books; and in Great-Companies, as East-India, or the like; they keep an account of Gratuity apart: making Gratuity-reckning Debitor to all that they give away: and all what is given them Debitor to Gratuity-reckning, that they may know what is gained or lost that way.

Phil. What is the next depending matter in the Table? Seh. The following matter in the Table, that presenteth it self to our view, is

PAYING.

1. Unto a Debt-demander: Wares; Debt-demander Debitor to Wares: 2. Money; Debt-demander Debitor to Cash. 3. Assignation of mine own: He Debitor to the man upon whom mine Assignation is made. 4. Assignation by another given me in payment: Hé Debitor to him of whom I had the Assignation.

2. Upon Deposito, or Interest, delivering the same presently, enter, The Taker Debitor to Cash for Principal; then, to Interest for Rent-sum. 2. Not delivering presently, Interest-reckoning Debitor to the Promised man for Principal onely; and when we deliver the Promised Money, Taker bitor to Cash for Principal: Again, Taker Debitor to Interest-reckoning for Principal, and Rent sum.

3. Expired Interests, whose Principal we still detain upon Deposito, Interest-rectioning (if the Man be not credited upon his account) Debitor to Cash; else, He Debitor to Cash.

4. Such

II2.

4. Such as I had formerly fold upon Delivery: Confifting in an equal quantity according to Promise: Promised-man Debitor to Wares for the delivered quantity; and then, Promised-man Debitor to Promise-Reckoning, for my Promise performance. Whether we deliver more or less, he must be charged for the now delivered quantity; and for that quantity that he was first promised, that standeth always sirm to be write

back, less nor more.

5. Upon Ships-keele with advance, usual: The Shipper or Receiving-man Debitor to Cash for the Principal, and to Profit and Loss for the advance. And when he repayeth the same to my Fastor or Man appointed; Fastor or Man Debitor to the Shipper for Principal and Advance. Seldomused: not to use the Takers name, but presently carry it to the Fastors Account; Fastor Debitor to Cash for Principal, and to Profit and Loss for the advance. This is much used between East-land and Holland's-trading; and call it Bodemery: we may call it Keele-reckoning, or Hazzard upon Shipskeele, avoiding Profit and Loss, to see what is advanced or disadvanced that way.

6. An Exchange drawn upon us by our Factor, keeping Book without an Account of Time and Ready-money: paying the Bill at fight: Charles Robinson at Amsterdam My Account, Debitor to Cash. Not paying the Bill at fight, C. R. at, &c. My Account Debitor to the Bills presentor: and time being expired, that I pay him; He

Debitor to Cash or Banck.

7. An Exchange remitted by us, to our Factor, keeping Book as above: we paying the man here, at the Receipt of his Bills upon the Payer at Amsterdam, Factor My Account Debitor to Cash. But the Post is going to night, and I receive the Bills here, paying the Money to morrow, Factor my Account Debitor to the Man here, whose Bills I have received; and when I pay him, the man here Debitor to Cash.

8. An Exchange drawn upon us, by our Factor, booking it with an Account of Time and Ready-money: Paying at fight of the Bill: Charles Robinson at Amsterdam My Account of Ready-money, Debitor to paying matter. But you are to take notice of his time of Receipt, for the taking and giving of Interest. If you pay not at fight of the Bill, Factor My Account of Ready-money Debitor to the Bills presentor: the time being expired, and we pay him; He Debitor to paying matter.

9. An Exchange remitted by 11, to our Factor, booking it as the eighth: paying prefently; Factor My Account of Time, Debitor to paying matter; and being paid him there, Factor My Account of Ready-money, Debitor to Factor my Account of Time, But if you receive the Bills to day, and pay to morrow, Factor my Account of Time, Debitor to the Man here; and paying him, He Debitor to the paying matter. Again, the time being expired that my Factor receiveth the Money there, Factor My Account of Ready-money. Debitor to Factor my account of Time.

Phil. I see by the Table that you have in some measure waded through

DOMESTICK AFFAIRS

in Proper accounts: proceed according to the Tables-tenour, to that which next in order followeth.

Sch. The next depending matter to treat of, is

FOREIGN AFFAIRS

in Proper accounts; the same again consisting in Advice and Returns.

113. Phil. Explain the first.

Sch. Advice from our Factor may be, 1. That the sent commodities, or part of them are fold. That the sent commodities are lost at Sec. or the like

them are fold. 2. That p and f those sent commodities are lost at Sea, or the like.

Phil. Instance the first.

Sch. Concerning the Advice of Sales the same may be booked without or with an account of Time and Ready-money.

Phil.

115. Phil. Shew some Examples how to book them without an account of Time and Ready-money.

Sch. Enter the Advice as this, Jean du Boys at Roan, My account Debitor to Voyage to Roan, configned to Dito Jean, for the Sales being fold, either in part or whole.

- Phil. How book you the Advice of Sales, with an account of Time, and Ready-money? Sch. Four things may be observed. 1. If sold for Ready-money, Jean du Boys at Roan, My account of Ready-money, Debitor to Voyage to Roan, consigned to Dito Jean for Sales. 2. If sold at Time, Jean du Boys at Roan, my account of Time, debitor to Voyage, &c. And when the Time is expired, and money by him received, then enter Jean du Boys at Roan, My account of Ready-mony, Debitor to Dito Jean My account of Time. 3. If sold part mony, the rest to stand out 6 months, then enter, Jean du Boys at Roan, My account of Time, Debitor to Voyage, &c. for the whole sole: and then, Jean du Boys at Roan, My account of Ready-mony, debitor to Dito Jean My account of Time, for such part as is received.

 4. If he advise you, that the commodities sold upon Time are rebated, and the money received, enter Voyage to Roan, consigned to Jean du Boys, debitor to Dito Jean, My account of Ready-money for the discount: and then, Jean du Boys at Roan, My account of Ready-money for the discount: and then, Jean du Boys at Roan, My account of Ready-money, debitor to Dito Jean My account of Time, for the sum that stood out upon Time.
- 117. Phil. Instance the goods lost at Sea.

 Sch. Two things are to be observed.

 Insured. If not insured, Profit and Loss Debitor to the Voyage. If Insured, the Insurer Debitor to the Voyage. Compare this with the 91. place.
- 118. Phil. Having finished the Article of Advice, proceed to the Article of Returns, as in the 112. place is mentioned.

Sch. Returns generally are Wares, or Mony; the Returns in Wares are by usbooked without, or with an account of Time and Ready-money.

119. Phil. Instance the first.

Sch. Wares, debitor to Jean du Boys at Roan, My account for principal, and charges done by him: Again, whether they were bought for Time, or Ready money, the entrance in our book is all one.

120. Phil. Instance the second.

Sch. Observe the ensuing Circumstances. 1. If bought for Ready-money; Wares deditor to Factor My account of Ready-maney, for principal and charges. 2. If bought at Time: Wares debitor to Factor my account of Time for principal; and Wares debitor to Factor My account of Ready-money, for charges paid by him. 3. If part money, the remainer to stand out 6 months: Wares debitor to Factor My account of Time for the whole. Wares debitor to Factor My account of Ready-mony, for charges paid by him: and then, Factor My account of Time, debitor to Factor My account of Ready-money, for succount of Time, debitor to Factor My account of Ready-money for the part of principal paid, and charges.

4. And being discounted: Factor My account of Ready-money, debitor to Wares for the discount; then, Factor My account of Time, debitor to Factor My account of Ready-money, for the whole remainer upon account of Time.

121. Phil. In the 118. place is mentioned, that Returns generally are Wares, or Money;

and having instanced Wares, now remaineth to speak of Returns in Money.

Sch. Concerning the contents of Returns in Mony, which commonly are by Exchanges: See the 9, 10, 11, 12 members of the 108. place in Receiving; and so I finish the Table of Accounts PROPER, being the first in Order, as in the 62. place, whose Sub-divisions are diplayed in the 63. and in several instances dismembred, as by the work appeareth.

Phil.

Phil. Having in some measure waded through Proper Accounts, proceed to that 122. which in Order is next to be spoken of. Sch. The matter that next presenteth it self to our view, as in the 62. place appeareth, is Without a Factor-book: 123. place. booked With a Factor-book: See 128. and 141. place. -See 143 place. Without a Factor-book: See 147. place. Sales of Wares. With a Factor book: See 157. Domestick-affairs. place. confisting in Without an account of Time, and Ready-money: See 158. place. Wares booked With an account of Time, and Ready-money: See the 161. place. Returns in Without an account of Time, and Factorage Réady-money: See 164. place. Account in Money booked With an account of Time, and

> Foreign-affairs, confisting in

1. Commission Wares sent to another Town, or Land, they not being vendible here: See 169, and 170. places. 2. Advice that those Commission Wares are sold: See

place.

Ready-money: See the 166.

171. place. Wares: See 172. place. 3. Returns in

(Money: See 173, place.

$E \times P \setminus L \mid I, C \mid A \mid T \mid I \mid O \mid N$

123. Phil. There wanteth now your enlargement upon each Member, for the Learner his better apprehension.

Sch. The Table is entred to find each matter in Order, but the unfolding of each member is to be found under the dif-membring places of each Member; as for Instance,

Receipts of Wares,

to fell in Commission, booked without a Factor-book: and without an account of -xil y Time; and Ready-money. Frail I d boa - n 1

124. Phil. Express the same with some Instances.

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Sch. The booking of such received Wares in commission, without a Factor-book is to keep an account of Commodities Quantity (if Piece-wares) in the Leager; as in Pro-

per

per accounts: Example, John Knoll at Amsterdam His account of Maces, Debitor to Cash for charges done at the receipt of the same.

Phil. Suppose the same to be fold, upon the which ariseth after charges, as Garbo-125. ling, Labourers, Brokage, &c.

Sch. Then enter, J. K. His account of Maces debitor to Cash for after-charges.

126. Phil. Suppose that upon those Sales arose abatements.

Sch. J. K. His account of Maces debitor to the Trading man for the abatements.

Phil. How shall I book my Ware-house-room, and my provision? 127. Sch. 7. K. His account of Maces debitor to Profit and Loss for the same.

Phil. Suppose the Maces are all fold, and in Credit of the account the Sales produce 128. 2200 l'. The charges, abatements, Ware-house-room and provision in Debet, amount unto 200 ?. What will be done with the differing 2000? too high in Credit?

Sch. J. K. His account of Maces Debitor to John Knoll at Amsterdam, His account

Currant: then is the account of Maces balanced.

Phil. Having expressed the same without an account of Time and Ready-mony, in-129.

stance it with an account of Time and Ready-money.

Sch. All accidentals whatsoever may befall, are included under one of the former four Debitors: and more cannot in substance arise. Three of the which are in use. not the fourth, or the conclusion.

130. Phil. Instance the first three.

Sch. Unto the Debet and Credit in the 124, and 123. places (which are as one) add, J. K. His account of Ready-mony debitor to J. K. His account of Maces, for the charges of each, or both. Unto the 126. place, which is J. K. His account of Maces Debitor to Trading-man; add, J. K. His account of Ready-money, Debitor to J. K. His account of Maces. Add the like unto the 127. place.

With the 128, place we have here nothing to doe, that having in the matters pass

fages, passage another way.

Phil. Proceed to the next point. 131.

Sch. Our Task is not ended here; for here ariseth two other manner of entrings, without a Factor-book, that are very usefull and commodious. I instance the first thus 7. K. His account of Rye debitor to J. K. His account of Cash, for charges by me laid out upon the Receipt, & c. Here you see His Cash is more Creditor than Debitor, because the money is paid out of your own Cash: this is a general use amongst many; this way they are well acquainted withall. But how stands your own Cash in the mean while? Your own Cash hath paid out, but hath no Creditor. What now? Are not the Hogs in the Corn athome? Yes, But we cannot tell how to get them out: then enter, J.K. His account of Casta Debitor to Cash proper, and the wound is cured for your laid-out money: and in the Debet of his Cash appeareth, that he hath no other money but what he had from you.

Phil. Will you alter the Debet and Credit in the 126. place, concerning Abatements? 132. Sch. No, that remaineth as it is there.

Phil. What change ariseth upon the 127, place? 133.

Sch. J. K. His account of Rye Debitor to J. K. His account of Cash, for provision, &c. and then enter, Cash proper debitor to Profit and Loss for the provision: for it being writ from His Cash, must needs come into yours. Some of our Factors in the City have told me, that they could never make their Cash balance: but this instructeth them. The 128, place remaineth as it is. Phil. Phil. But in the 131. place I laid out his charges, where shall I have them again? Sch. When you have received any Moneyinto His Cash for sold Wares, or the like; enter, Cash proper Debitor to J. K. His account of Cash, for your paid out value.

One other form of booking Factor-accounts without a Factor-book, is usual: wherein the Owner of the Wares desireth to be made Creditor in our Books, for the value by him set upon them.

135. Phil. Instance the same.

Sch. John Knoll His account of Rye Debitor to John Knoll His account Curtant; for the (by him) rated Principal: and then, J. K. His account of Rye Debitor to J. K. His account of Cash for Charges. As for after-charges, abatements and provision, book them as is instanced by the sormer entred Documents.

Phil. If his Rye by the Sales produce more than his first rates and charges do amount unto, so that the credit of his Rye is heaviest; how shall we deal in the same? Sch. J.K. His account of Rye debitor to J.K. His account Currant, for the difference.

137. Phil. But how if they yield less?

Sch. J. K. His account Currant debitor to J. K. His account of Rye; for so much as the costs and charges are heavier than the Sales. This in brief of the passages that may befall in booking of Wares without a Factor-Book, which we receive to sell in Commission.

Wares received to sell in Commission, booked with a Fastor-book: but without an account of Time and Ready-money.

138. Phil. Proceed to some instances.

Sch. First, I intend to speak a word or two of the Factor-book's form of Ruling, which I know unto many will seem very absurd, because it far different from the form of all other Writers: yea, from the practice amongst Merchants: howsoever Truth fears no Taunts. You are not compelled to Imitation. The form of the Factor-book shall in due place express itself with several lively Instances.

139. Phil.Shew how you would have it ruled.

Sch. In brief, it ought to be ruled as the Leager is usually ruled, with two and four lines; because it hath its reflexion upon the Leager, as the Leager parcells Debitors have upon each others Creditors. Example: When you receive a parcell of Wares to sell as Factor, and you pay charges upon them, then you enter that received parcell upon the left-side of the Factor-book, and the charges in particulars: let the charges be 5 l'. between the two lines (before the Money-lines) you enter the Leagers Cathfolio, to shew upon what leaf Cash in the Leager is made Creditor for that 5 l'. And when you book those charges in your Leager upon an account of him whom they do concern; then you write them from the Debet of the Factor-book into the Credit, there shewing the leaf of the Leager, where the man is made a Debitor for those charges. And the account in the Factor-book will stand in a form just as the Leager standeth in the 130-place, with an account of Time and Ready-money. But this will seem very obscure to the Learner; therefore I leave it to the view of the Factor-book it self, because fight (osten) giveth better content than the Pen.

But I will express the general use of a Fastor-book amongst Merchants, whose proper use of the same is to enter each received Pack, or Parcell alone upon the lest-side of the Fastor-book, with the Quantity, Quality, Marks, Numbers, and particular charges done at the Reccipts and Sales: as also the discounts, abatements, with

provisions,

141.

143.

144.

145.

146.

provisions, and the like accidentals: Nota, and when they, or any part of them are fold, then on the right-side, they write the Day, Month, Man, Time, Conditions, Pieces, Marks, Price, and the value drawn out in the Lines: Nevertheles, they keep an account of the quantity in their Leager, which I applaud.

Phil. Why do they in their Factor-book keep each Pack, or Parcell alone?
Sch. Because (the same being sold) they may give an account to the Owner of each
Pack alone, and the charges thereof; then can be at home add the costs, and charges
by him, and see what is gained, or lost upon each Pack: and at the years end, they send
him a general account, according to the tenour of their Leager, with his account Currant.

Phil. Relate in brief how accounts are carried with a Factor-book.

Sch. Being (as before is faid) that each Pack is apart in the Factor-Book, then do fome Factors make but one running-account of all passages for that Master: entring upon the same account Currant, all what is done for that Man, as bought, fold, paid, received, and whatsoever may happen in his behalf; but they that keep an account of commodities in their Leager, enter an account of commodities, and an account Currant, as by Instances shall hereafter be manifested.

Phil. There resteth to treat of the same with an account of Time, and Ready-money. Sch. I sear the same will be too harsh for the beginner; therefore I will leave it to the lively work it self; which shall be made plain in comparing the Waste-book, Journal, and Leager together about such Questions, unto which I will hasten with all possibility.

RECEIPTS of MONEY,
1. Remitted unto us: booking the same without an Account of
Time and Ready-money.

Phil. Suppose I receive the same presently. Sch. Cash or Banck debitor to A.A. His account Currant.

Phil. Suppose the Bill is not yet due to be received.

Sch. The Acceptor Debitor to A.A. His account Currant: and being received;
Cash, or Banck, Debitor to the Acceptor.

OTHERWISE, With an Account of Time, and Ready-money.

Phil. Suppose the first.

Seb. Cash is Debitor to A. A. His account of Ready-money. If as the 144 place, Acceptor Debitor to A. A. His Account of Ready-money. And being received, Cash Debitor to the Acceptor.

Phil. Is there any other variety in booking of the same?

Sch. There is: and first, upon the 143. place; Cash for the account of A. A. Debitor to A. A. His account Currant. If as the 144. place, Acceptor Debitor to A. A. His account Currant: and being received, Cash for the account of A. A. Debitor to the Acceptor.

RECEIPTS of MONEY,

2. Drawn by us: booking the same without an Account of Time, and Ready-money.

Here is no change: the 143. place must have the same Words: onely in the 144. place, if you deliver your Bills to night, and receive the Money to mortow; in place of the word Acceptor, use Trading-man, or Promising-man, all the other words are verbatim. Doe the like with the 145. and 146. places.

F 2 SALES

SALES of WARES,

Booked without a Factor-book, and without an Account of Time and Ready-money.

- Phil. If I fell them for Ready-money, and receive it presently. 147. Sch. Cash is Debitor to B.B. His account of Saffron, for the received value.
- Phil. If I fell, to be paid some days hence. 148. Sch. Buying man Debitor to B. B. His account of Saffron, for the quantity and value.
- Phil. Suppose I sell them upon 3 months time. 149. Sch. This, and the former 148. place, are alike in booking.
- Phil. Suppose I sell, receiving part now; the remainer to stand-out 4 months. Seb. Buying man debitor to B. B. His account of Saffron for the whole bought par-150. cell: and then, Cash debitor to Buying man, for the received value: See 154. place.
- Phil. Suppose the remainer upon 4 months in the 150. place, were rebated, and 151. the refidue of the money paid-in. Sch. B. B. His account of Saffron debitor to the Buying man, for the discount: and then, Calh debitor to the Buying man, for the received remainer: See 155, place.

OTHERWISE.

With an Account of Time, and Ready-money.

- Phil. Suppose the 147. place. I52. Sch. Cash debitor to B.B. His account of Saffron: and then, B.B. His account of Saffron, debitor to B. B. His account of Ready-money for the received value.
- Phil. Suppose the 149. place. 153. Sch. The 148. and 149. are as one; and must be entred, Buying man debitor to B.B. His account of Saffron; and then, B. B. His account of Saffron debitor to B. B. His account of Time: and being paid in, Cash debitor to Buying man; and then, B. B. His account of Time, debitor to B. B. His account of Ready-money.
- Phil. Suppose the 150. place. 154. Sch. Unto that which is there, add, B. B. His account of Saffron debitor to B. B. His account of Time, for the whole: and then, B.B. His account of Time debitor to B.B. His account of Ready money for the received sum.

Four Debitors and Creditors arise after the way of my entrance. Ignorant I am not of some mens passages, who would (and may) book them with three Journal parcells, as thus: Buying man debitor to B.B. His account of Saffron; and then, Cashdebitor to Buying man: and then, B.B. His account of Saffron debitor to B.B. His account of Ready money. Leaving still in Credit of the account of Saffron that part which is to stand out. But let me tell them the Bowlers Proverb, They are from their true Biss. For this is a firm Document; all that is bought or fold upon Time, must run upon an account of Time, as well as what passeth for Ready-money, or their booking will not be free from halting. Never will true Book-keeping's form bow its back to any Man's Sloth or Ignorance; but it will be Tom-tell-troth to the well experienced, even in the least Misdemeanour.

Phil. Suppose the 151. place. Sch. Unto that which is there, add, B. B. His account of Ready-money, debitor to B.B. His account of Saffron, for the discount: and then, B.B. His account of Time, debitor to B. B. His account of Ready-money, for that which stood out in Credit of the account of Time.

Phil. Is

156. Phil. Is there any other may of booking the Sales?

Sch. There is: and first of the 147. place. Cash for the account of B. B. debitor to B. B. His account of Sassron. The 148. and 149. places remain as they are. The 150- and 151 have no other change, than in place of Cash, enter, Cash for the account of B. B.

157. Phil. What is the next matter to treat of, according to the Tables-tenour?

Seb. Booking of Sales with a Factor book: but how the same are carried in the Leasger may easily be seen in the 141. place.

RETURNS in WARES.

Unto our Masters, whom we serve in Commission: booked without an Account of Time and Ready-money.

Phil. I buy Wares for Ready-money, paying prefently, and fend them to the Owner; or another by his order.

Sch. The Owner debitor to Cash for Principal and Charges.

159. Phil. I buy them at Time, and fend them away: Sch. The Man for whom bought debitor to the Selling Man for Principal: then to Cash for Charges.

Phil. I buy, paying part Ready money, the remainer to stand out 6 months.

Sch. The Man for whom bought debitor to the Selling Man for the whole Principals then, to Cash for Charges: then, Selling Man debitor to Cash for what is paid him in part of the whole.

RETURNS in WARES,

As above, booked with an Account of Time and Ready-money.

161. Phil. Instance the 158. place.

Sch. C.C. His account of Ready-money debitor to Cash for Principal and Charges.

Phil. Instance the 159, place.
Sch. C.C. His account of Time debitor to the Selling Man for Principal: then, C.C.
His account of Ready-money debitor to Cash for Charges: Sec 163. place.

Phil. Instance the 160. place.

Sch. C.C. His account of Time debitor to the Selling Man for Principal: then, Selling Man debitor to Cash for what is paid him: then, C.C. His account of Ready-money debitor to C.C. His account of Time, for paid Principal, and to Cash for the Charges.

RETURNS in MONEY.

Remitted by us unto our Masters, whom we serve in Commission: booking the same without an account of Time and Ready-money.

Phil. I remit an Exchange unto D.D. paying the fame here presently. Sch. D.D. His account Currant, debitor to Cash. But by the Post I send away the Bills to night, and pay the Money to morrow. D.D. his account Currant debitor to the Bills deliverer: and paying him; He debitor to Cash.

RETURNS in MONEY, Drawn upon us, booked as above.

165. Phil. Suppose at fight of an exchange from my Master, I pay it presently.

Sch. D.D. His account current Debitor to Cash; but if the Bill (either fifth or second) be presented to me for acceptation, as not being due till some days after: D.D. His account current, Debitor to the Bill-presenting-man: and he being paid; then, he Debitor to Cash.

Returns in Money remitted by us: booked with an account of Time, and Ready-money.

166. Phil. I remit and pay presently.

Sch. E.E. Hisaccount of Ready-mony, Debitor to Cash: but if I fend away the Bill to night, and pay to morrow, E.E. His account of Ready-mony, Debitor to the Bill-deliverer: and having paid him, Bill-deliverer Debitor to Cash.

Returns in Money drawn by us: booked with an Account of Time, and Ready-money.

167. Phil. Instance the 165. place.

Sch. E. E. His account of Ready-money Debitor to Cash; and unto the second part, enter, E. E. His account of Ready-money Debitor to the Bill-presentor: and then as there followeth.

168. Phil. Suppose I have Money there in his hands, and remit him the value in mine own Bills, payable unto himself by himself for His account.

Sch. E.E. His account current Debitor to E.E. My account current: Or E.E. His account of Ready-money Debitor to E.E. My account of Ready-money: and so I proceed to

Foreign-affairs in Factorage Accounts.

169. Phil. In the Table you mentioned three chief head-branches, express each in particular.

Sch. The first treateth of Commission-wares sent to another Town or Land, they not being vendible here, or the Market being here too low; whose Returns come back to me again, because my Master hath no acquaintance with this my Friend, nor Irading that way.

Phil. Suppose he had 12 Woollen-cloths standing upon your Book, which you send

laway, at the sending of which you pay 2 l. 13 \$. 4 b. charges.

Sch. J. K. of Exon His account at Dansche, configned to Hans Worst, Debitor to J. K. His account of Woollen-cloth for 12 pieces written from the Debet, into the Credit of the cloth-account, with 2 i. 13 5.4 i. being the charges done at the shipping: here you may perceive the account to stand well in quantity of pieces; and the cloth to be creditor for 2 i. 13 5.4 i. but your Cash hath no discharge for the monies issue: therefore enter, John Knoll of Exon His account of Woollen-cloth Debitor to Cash, entring in Debet of the cloth no pieces, (for they stood even before) but onely the charges, being 2 i. 13 5.4 i. then is your cloth-account even in Money, and Cash hath its discharge for 2 i. 13 5.4 i. and your Dansseke-account standeth charged for 12 pieces, and 2 i. 13 5.4 i. for charges.

Advice of Sales in Foreign-affairs.

171. Phil. Hans Worst at Dansicke adviseth me of the Sales of the 12 cloths, whose product is ———Florius Polish.

Sch. Hans Worst at Dansicke, Factor for John Knoll at Exon, Debitor to John Knoll at Exon His account at Dansicke, for so many Florins as the Neat Sales produce.

Returns

Returns upon those Sales.

172. Phil. Suppose I receive Rye in part of Returns.

Sch. Rye for the account of John Knoll at Exon, Debitor to Hans Worst, Factor for the said John Knoll, for so many Florins as the Rye cost with charges.

173. Phil. Suppose the Returns come in money presently paid me. Sch. Cash Debitor to Hans Worst at Dansicke, Factor for John Knoll at Exon: and so of this account we for this time intend an end.

Phil. Thus time, in time, will bring the work, and us to a final end. But being that time permitteth time to proceed, let us undergo the Task that the 62. place in Order enjoyneth us unto.

Sch. In the 62. place is Trafficks Continual Exercise, comprehended under three principal accounts: to wit, Proper, Factorage and Company: the two first are treated of remaineth to speak of the last, which now we intend by way of a brief Table to dis-

member under the Title of

Receipt of the promifed

Wares being

Equal: unto which I joyn the like fum: See place 176, and 181.

Unequal: whereof \(\frac{1}{3} \) is for my Partener, and \(\frac{1}{3} \) for me: See place 178.

Equal: unto which I joyn the like fum: See place 179.

Unequal: whereof \(\frac{1}{3} \) is for my Partener; and \(\frac{1}{3} \) for me: See place 180.

Some: See the 175. place. Under this Member may fittly be confidered

175.

176.

175. place. Un- Buying upon several conditions: See 181. place.

ber may fitly be Wares, sent to be sold for Company: See the 184. place.

Payments, severally: See the 188. place.

Sales, made by means of { My Administration: See place 191. { Factor, or Correspondent: See pl. 194.

Returns from Factor or Correspondent in Wares: See place 198, Wares: See place 201.

By me: See the 202. Place.

Of the Stock promised to me.

Phil. The Bodies matter being thus entred into several Members; let me hear your farther Explication upon each alone.

Sch. The first in Order to explicate, is, Of the Stock promised to me, for which I enter: Promising-Partner His account of Time, Debitor to Promise-reckening; wherein may be considered the

1. Receipt of the Promised-Money.

Phil. Suppose he bringeth in the promised-sum, by which I amto joyn an equal value.

Sch. Cash Debitor to Partner bis account by me in company: and then, Promise-reckoning Debitor to Partner bis account of Time, for bis promise performance. This way with Promise reckoning is not the plainest.

177. Phil. Suppose he is to bring in his promised Stock at several pay-days.

Sch. Then enter, Partner his account of Time Debitor to his account by me in company, for the whole. And, when a pay-day is expired; enter, Partner his account of Ready-money, Debitor to his account of Time, for the expired part; and being received, Cash debitor to Partner his account of Ready-money. Nota, this without Promise reckoning is the plainest and least writing. And if the matter be begun without booking of their Promise; enter onely, Cash Debitor to Partner his account by me in company for the sum brought in.

Phil. Suppose my Partner bringeth 600%, into my hands, whereof \frac{1}{3} is for him, and

for me, taken of him at Interest.

Sch. Cash Debitor to Partner his account by me in company, for the whole: then, Partner his account by me in Company, Debitor to Partner his Interest-account for my 3: then, Interest-reckoning proper debitor to Partner his Interest-account, for the Interest.

2. Receipt of the Promised Wares.

Phil. Suppose my Partner bringeth 10 Broad-cloths into the Company, against the which I bring an equal value of Broad-cloths, that are already booked in my Leager.

Sch. Broad-cloth in Company for Partner and me each ½ debitor to Partner his account by me in Company: then, Broad-cloth in Company for Partner and me each ½ Debitor to Broad-cloth proper.

180. Phil. My Partner sendeth me for our Company, Kersies, which cost 600 ?. being for him, and for me; paid by him & Ready-money, the rest at 6 months: upon the

receipt I pay 3 l'. charges.

Sch. Kersies in Company, \(\frac{1}{2} \) for Partner, and \(\frac{1}{2} \) for me, Debitor to partner his account by me in Company, for the whole: then, Partner his account by me in Company, Debitor to Partner his account of Ready-money, for my 200 ?. then, Kersies in Company (as before) Debitor to Cash for 3 ?. then, Partner his account of Ready-money Debitor to his account by me in Company, for 20 \(\tilde{\beta} \), being his part of Charges.

Buying upon several conditions.

181. Phil. I buy for 2001. of Wares Ready-mony, whereof 1001. is money of my Part-

ners already in my hands.

Sch. Wares in Company for Partner and me, each ½ debitor to Cash, for 200 l'. and then, Partner his account of Ready-money debitor to Partner his account by me in Company, for 100 l'. because (the money being in my hands) he stood Creditor upon his account of Ready-money.

182. Phil. I buy Wares for 360 l'. Ready-money, being \(\frac{1}{2} \) for my Partner, whereof I have in my hands of his 90 l'. standing in the Credit of his account of Ready-money.

Sch. Wares in Company \(\frac{1}{2} \) for Partner, and \(\frac{1}{2} \) for me, debitor to Cash for 360 l'. then, Partner his account of Ready-mony, debitor to his account by me in Company, for 120 l'.

183. Phil. I buy Wares in equal share for 100? paying ½ money, and ½ at 6 months. Sch. Wares in Company for Partner and me each ½ debitor to the Selling-man for the whole: then, Selling-man debitor to Cash for the 50? paid: then, Partner his account of Time, debitor to his account by me in Company for 50? then, Partner his account of Ready-money debitor to his account of Time, for 25? due to me now; and he paying me, Cash debitor to Partner his account of Ready-money.

Wares

Wares Shipt to another Land for Company.

Phil. I ship away Wares that are already charged upon my Leager. 184. Sch. Voyage to Venice, configned to Diego del Valo; being in Company for Parther and me, each 1/2, Debitor to Wares in Company for ditto Partner and me, each 1/2, for Principal: then, Voyage Debitor to Cash for charges; then, Partner his account of Ready-money Debitor to Partner his account by me in Company, for his 1 of the charges.

Phil. Suppose I buy Wares, paying Ready-money of mine own, and send them away 185. without entring of them into my Leager upon an account of Commodities: upon whose sending I likewise pay the charges.

Sch. Voyage to Amsterdam, configned to Simon Slodder, being in Company & for Partner, and for me, Debitor to Cash for principal and charges: then, Partner his Account of Ready-money Debitor to his account by me in Company, for his 3 of principal and charges, due to be repaid me presently.

Phil. I buy Wares, paying my part presently, and for the remainer I assign him up-186. on my Partner, who payeth him his part; the same I ship away, paying the charges. Sch. Voyage to Roan, &c. Debitor to the Selling-man for the whole: then, Voyage to Cash for Charges: then, Selling-man Debitor to Cash for my payment: then, Sela ling-man Debitor to Partner his Account by me in Company, for his part: then, Partner his Account of Ready-money Debitor to his Account by me in Company, for his part of charges.

t87. Phil. I order a Man at Plimouth to buy Wares upon Time, and ship them to Antwerp; upon the fending he payeth charges.

Seh. Voyage to Antwerp, &c. Debitor to Plimouth-man for principal and charges: then, Partner his account of Time Debitor to his account by me in Company, for his part of Principal: then, Partner his account of Ready money Debitor to his account by me in Company, for his part of charges made good to the Plimouth-man.

By these, compared with 90, 91 places, you may easily discern how to enter the

Infurances, whether paid or not paid.

Payments upon several Conditions.

±88. Phil. I pay Wares that formerly were bought at Time. Sch. People Debitor to Cash: then, Partner his account of Ready-money Debitor to his account of Time for his part by me paid; and being received of him, Cash Debitor to Partner bis account of Ready-money.

189. Phil. I (at the request of my Partner) repay him back part of his Principal. Sch. Partner his account by me in Company Debitor to Partner his account of Reddy-money, for his intended summ: then, Partner his account of Ready-money Debitor to Cash: Or, Partner his account by me in Company Debitor to Cash.

Phil. My Partner defireth for his accommodation 100% of his principal out of the 190. Company; I condescend, paying part with Wares, $\frac{1}{3}$ for him, and $\frac{1}{3}$ for me: part with Wares between another man and me, each 1/2, the remainer I pay in Money.

Sch. Partner His account of Ready-money Debitor to Wares in Company & for him. and 1 for me, for 50 l'. then, Partner (as before) Debitor to Wares in Company, for another and me, each \frac{1}{2} for 30 l'. then, Partner (as before) Debitor to Cash, for 20 l'. then, Partner his account by me in Company Debitor to Partner his account of Readys money for 100 l'. then, Partner (other-man) his account by me in Company, Debitor to Ditto Partner his account of Ready-money; because I have fold our Company-Wares for Ready-money, and he may demand it at pleasure. Eales

Sales of Wares, made by means of my Administration.

191. Phil. I fell for Ready money, and receive it presently.
Sch. Cash Debitor to Wares in company for A. A. and me, each ½; then, Partner his account by me in company Debitor to Pattner his account of Ready-money.

192. Phil. I sell at Time.

Sch. Buying-man Debitor to Wares in company, being for B. B. and for me:

then, Partner his account by me in company, debitor to Partner his account of Time.

You may let it stand upon the first entrance; but see this : in the 154 place.

Phil. I sell: receiving part presently, the remainer to stand out 6 months. Sch. Buying man Debitor to Wares in Company for the whole: then, Cash debitor to Buying-man for the received Summ: then, Partner his account by me in company, debitor to Partner his account of Time for his whole part of Sale: then, Partner his account of Time debitor to Partner his account of Ready money for his received part. Nota, but if the Buying-man discount the 6 months standing out summ, and pay me the Residue: then, Cash debitor to the Buying-man for the received value: then, Wares in company debitor to Buying-man for the discount: then, Partner his account of Time, debitor to Partner his account of Ready money, for his part of the received Summ: then, Partner his account of Time, debitor to Partner his account by me in company, for his part of the discount.

Sales of Wares made by means of Fastor, or Correspondent, being kept without an account of Time, and Ready-money.

194. Phil. I have received advice from our Factor, that the fent Wares are fold. Sch. Abraham Elmer at Roan, Factor for the company of Peter Price, and me each debitor to Voyage to Roan, &c.

Sales with an account of Time and Ready-money.

Phil. Advise that the Warcs are fold for Ready-money.

Sch. Francis Hacket at Lisborn, Factor \(\frac{1}{2} \) for Partner, and \(\frac{1}{2} \) for me, our account of Ready-money, Debitor to Voyage to Lisborn, &c. for the whole Sale.

196. Phil. If fold at Time.

Sch. Francis Hacket, &cc. our account of Time debitor to Voyage to Lisborn, &c. for the whole Sale.

197. Phil. If part Ready money, the remainer at 6 months.

Sch. Factor \(\frac{1}{2}\) for Partner, \(\frac{1}{3}\) for me, our account of Time debitor to Voyage for the whole: then, Factor \(\frac{1}{3}\) for Partner, \(\frac{1}{3}\) for me, our account of Ready-money, debitor to Factor our account of Time, for the received fumin. If he discount: then, Voyage to Lisborn, debitor to Factor our account of Ready-money, for the discount; then, Factor our account of Ready-money debitor to Factor our account of Time, for the Residue standing open upon that account.

Returns from Factor, or Correspondent in Money: drawn by us, without an account of Time and Ready-money.

. | Phil. I draw, and receive prefently.

Sch. Cash Debitor to Factor \(\frac{1}{3}\) for Partner, \(\frac{1}{3}\) for me, for the received summ. But if we deliver our Bills to day, and receive the Money to morrow; then, Bills-receiver Debitor to Factor \(\frac{1}{3}\) for Partner, \(\frac{1}{3}\) for me.

Returns in Money remitted to us, without an Account of Time and Ready-money.

Phil. If presently received.

199.

200.

201.

202.

203.

204.

205.

206.

Sch. Cath (as above) Debitor to Factor: If by another accepted; then, Acceptor Debitor to Factor \(\frac{1}{3} \) for Partner, and \(\frac{1}{3} \) for me. And for each parcell of Received-money, enter Partner his account by me in company, Debitor to Partner his account of Ready-money, for his part of each Received-summ.

Phil. If the Money be made good in Bank, and I convert that Bank money to mine own use.

Sch. Then, Profit and Loss proper Debitor to Partner his account of Ready-money, for his part of Bank-monies advance; because the Principal is made good in the 199 place. In entrances of Account of Time and Ready-money, the Instances are sormerly so several, that by small study you may now enter them without farther Documents.

Returns in Wares from Factor or Correspondent.

Phil. I receive Wares, which I am to fell again here for Company account. Sch. Wares in company, being \(\frac{1}{2} \) for Partner, and \(\frac{1}{2} \) for me, Debitor to David Daviling, Factor for Partner and me, &c. and being fold, or delivered part to our Partner, the former Instances in Sales give directions. And thus much of Stock, being promified To me; resteth now to speak of

Stock promised By Me, to be paid presently.

Phil. Instance this.

Sch. Partner my account by him in company, Debitor to Partner my account of Ready-money, because he demandeth it of me presently: And I making good the Money unto him; then, Partner my account of Ready-money Debitor to Cash.

Phil. Suppose I should bring in my Stock at four pay-days.

Sch. Partner my account by him in Company, Debitor to Partner my account of Time, for the whole: and \(\frac{1}{4} \) being expired, then, Partner my account of Time, Debitor to Partner my account of Ready-money: And paying, then, Partner my account of Ready-money, Debitor to Cash.

Phil. Suppose gains in his Company.

Sch. Partner my account by him in Company, Debitor to Profit and Loss proper.

Phil. Suppose your Principal and Gain is repaid you.

Sch. Cash Debitor to Partner my account by him in company. Thus having in some measure, according to Times permission, passed through the Three Tables, and so finished the second Member in the 9 place; being likewise the second Chief-branch, whereof the Journal is made, as in the 62 place appeareth: we are to proceed according to the tenour of the 9 place.

Phil. What followeth there in order?

Seb. To speak of the third Ground-matter, whereupon the Journal is grounded; from which proceedeth

Transporting

Transporting of Accounts in the Ledger from one Leaf unto another.

Phil. What are the Motives?

Sch. They may be two: the one, when the Leaves of the Leager are full writte in the Debitor or Creditor side, or both. The other, because the former accounare concluded, fo that upon foot of that account, generally there remaineth a re mainer due to me, or from me; and we will have the Account begun again upo, a New Leaf.

Phil. Is this all? 208.

Sch. Herein again is to be observed, whether those Accounts that are to be Trans ported, be Commodities accounts, which in New Leaves are to be continued as upor the former: or, whether they are Ships-parts, Houses, Rents, Lands, Interests, In furances, Factor-accounts, or the like: of which (for that time) we make no Estimate tion of Estate, but onely a Transport for Trading's farther continuance, untill a General Ballance be made.

Phil. How must Commodities reckonings fifly be transported, to make true four-

nal parcells of them?

Sch. In all Transports (if possible) must heedfully be heeded, that not any parcell be posted with Blind-summs, or Blanks, as some tearm them: that is, Not without Money-summs. Many in their Books transport with Blanks in their Leager, yet have Money to transport if they had Art to carry them handsomely forwards; to which end observe the ensuing Documents.

Suppose the Wares were Cambrix cloth, and the whole Debitor-side contained 400 Pieces, which cost 765 ?. 83. and that the whole sale in the Creditor side were 278 Pieces, producing in money 789 1. 10 \$. Nota, These cannot be substracted from each other to make Journal parcells, but in the one will be Wares without Money; and in the other Money without Wares: which kind of Transports are very absurd, though used by many.

Their form is as this Instance.

	Debitor.	1 2 1 1	Creditor. L L
7	June, costs of Pieces. 400. August, carried to new account. Pieces 400. 789. P. 10.	9 . 24 2 —	3 July, fales of Pieces, 278. — 789 10 — Angust, carried to new account. — 122. 9 — — — Pieces 400. 789. 1.10.

To avoid the above-entred absurdity of Wares in one Journal parcell, but no Money; and Money in the other Journal parcell, but no Wares: enter as the enfuing Journal instance instanceth.

Cambrix-cloth upon folio 30. Debitor to Cambrix-cloth upon folio 12. 765. 1. 8.5. for the present costs of 400 Pieces, being the whole Debitor-side, in Wares, and Money, for want of place transported to a new leaf, the money 765 1.8 B.

And then,

Cambrix-cloth upon folio 12. Debitor to Cambrix-cloth upon folio 30. 789 Y. 108 for the fales of 278 Pieces, being the whole Creditor fide, in Wares, and Money, transported for want of place to a new Leaf, the Money being _______789 8. 10 \$

Thus ought each Journal parcell in Wares transporting truly to be Journalized, then the Leager will stand as this ensuing instance instanceth.

Fol. 12.

Fol. 12. Debitor.	L	12. Creditor.	L
2 June, costs of Pieces. 400.		3 July, fales of Pieces. 278. 7 August, carried to new ac-	
count Pieces. 278. Pieces 678. 1554 l. 18 s.	30/09/10	Pieces' 678. 1554 l'. 18 g	30 765 . 8 —

And folio 30 will stand

7 Aug. costs of Pieces 400. 765 1. 8 3.

210.

211.

212.

213.

7 Aug. sales of Pieces 278. 789 1. 105.

Here you see the Leager stand again as formerly it did, to be continued in Writing, as before; here you see each Journal parcell compleatly carried: and thus ought Factor-accounts to be crossed; Foreign-money under Foreign money, as here Pieces under Pieces; and Inlandish-money under Inlandish-money, as before is instanced. Nota, Doe the like in Honses, Lands, Rents, Legacies, Interests, Ships-parts, Insurances, and the like; because the principal (by Deduction) should not be diminished untill the final sinishing of those accounts.

Phil. Is this a usual course in the transporting of all kinds of accounts? Sch. No: In your General Accounts with common-trading people, as also in Cash, Bank, Stock, Profit and Loss, or the like: deduct the leffer from the greater, and make a Journal parcell for the difference, as thus:

If the Debitor-side of any of the above-named accounts (which are to be transported) be heaviest, then for the difference make the

New Account Debitor to the old.

If the Creditor side be heaviest, then for the difference of any of those Accounts, make the

Old Account Debitor to the new.

Phil. What Observations arise from hence?

Sch. Hence it is manifest, that in the Leager ought to be neither Debitor nor Cres ditor, but such as have their

Original from the Journal,

whose proper Office it is to explain why the One man, or thing is indebted unto the other, as hereafter in the Explication of the Journals Office shall appear in the 244 place: and so I end with the Third Ground-matter, of which the Journal is made.

Phil. Explicate the Fourth Ground matter, of which the Journal is made. Sch. The Fourth Member of the 9 place faith, that it proceedeth from the

Equalizing, or Even-making, of Over or Under-measures, Weight, Leackage, Pounds, Ells, or the like.

Phil. Instance some matters in Proper-accounts.

Sch. When we find any Under-measure in Corn, or Leackage in Wine, or Shortness in Length: then enter, Profit and Loss Debitor to the manting-matter; rating it as you please: for that rating neither augmenteth nor diminisheth your Estate; but is onely done for decentness, to have Money in the Debit and Credit of such Journal parcells.

214. | Phil. Rehearte some instances in Factorage-accounts.

Sch. If in weight I find in any commodity less by sales, because of dryness, or the like; enter, John Knoll his Account Currant, Debitor to John Knoll his Account of Saffron: rating them as before, to bring them into the true form of Debitor and Creditor, in Journal and Leager. Hence may easily be gathered how to deal it Company-Accounts; which I now pass, and so proceed to the next Matter it Order.

215. Phil. Whence ariseth the Fifth Ground-matter, that maketh a Member of the Journal?

Sch. In the 9. place it is said to arise from the

Leagers-Conclusion, or Balancing of the Leager.

216. Phil. What Causes may move a man to a General Balance? Sch. The same may be either of these three:

1. When the Journal and Leager are full written; fo that there must be new Books:

2. When a Merchant ceaseth from Trading:

3. When the Book-Owner departeth this World.

Phil. What understand you by the word Balance?

Sch. By Balance I understand, An Equal-making in Equivalent manner all the Openstanding-Leager-accounts; transporting all those Open-standing Leager differences under one last framed accounts Title, whose name generally we call BALANCE: for being that that Account includeth all the Leagers remaining differences; so it concludeth with One solely it self. Nota, The word Balance seemeth to be borrowed from a pair of Scales: for as true Scales ought neither to be heavier than other, so a true taken General Balance ought not to differ the least naming value: for the General Debitor and Creditor must justly counterpoize each other in even-monies nomination; else, the Book is out of square, the summs ill taken, or amis added. In place of the word Balance, I should rather enter Estate-reckoning: for by drawing the whole Book to a head. I draw with One an account of my Estate. Simon Stevin in his Princely Book-keeping, carrieth the Leagers difference at the Years end, unto the first begun Stock when he began his Books: but he contradicteth himself. For he began well the first day of January, in making all that owed to him Debitors to Stock; and Stock Debitor to them who were Debt-demanders: but at his Leagers concluding, the 31. of December, he entreth Stock Debitor to his Debitors; and he entreth his Debtdemanders as Augmenters of his Stock. Such entrances made by him are but a mistake onely, in me they were mere absurdities.

Balance is either a Trial or True-Balance.

Of the Trial-Balance.

Phil. Relate the manner of making a Trial-balance.

Sch. Add the Debitor summs of all the Leager Unequal-open-standing-accounts upon a Paper together, or in a Book thereto prepared: then, add all the Creditor parcells in the whole Leager together by themselves, because the Uniformity of the General Additions should be manifested; if they be to each other equivalent, then (if no whole parcell be lest out) are the Journal money-parcells truly transported into the Leager.

Phil. What more is to be faid of the Trial-balance?

Sch. The Trial-balance is of two forts: The first is a Survey (as above) of the Leager accounts,

accounts, so soon as all the parcells are transported out of the Waste-book into the Journal, and from thence into the Leager: Nota, before any unfold Wastes, or Gain and Loss of any accounts be medled with. Of such matter is the first Balance of the three-fold-money-balance in my Great Waste-book, printed 1621, at Amsterdam in English and Dutch; and shall be in this book.

220. Phil. Instance the second fort.

Sch. The second fort of the Tryal-balance is seen, when all unfold Wares and Outlandish Moneys are rated: all Abatements, as likewise Gains or Lesses are known. Of such matter is the second Three-double-money-balance in my Great Waste-book; and shall be in this. In this second balance is also comprised the parcells appertaining to the true balance: esse, that second balance could not be even weighty?

Of the True-Balance.

221. Phil. Proceed to the same.

Sch. The True-balance ariseth from the Remainers of the Leager accounts; as well in Money, Unfold Wares, Voyages not wholly fold, Houses, Lands, People, &c. not yet compleatly perfected; and are therefore transported to the New-books, to be there fully finished: Leaving the Old-books to their perpetual rest, except some serve-pulous matter molest them. Of such matter is the Third Balance of the Three-double-money-balance in my Great Waste-book, and shall be in thi.

Observations in balancing of the Leager.

But for a Preparative, first note, That even as the Moneys, Wares, Voyages, Houses, Lands and People were in their accounts (whether Debitors or Creditors) even so must they stand in your Balance: and so of each other matter. Reason; sor Balance representeth in that Onely account all that the other represent through the whole book: for if they were Debitors, Balance is a Debitor in their place; if they were Creditors, Balance is likewise a Creditor.

222. Phil. Go forwards in this matter.

Seb. There ought to be observed A Decent Order in the Leagues balancing: that is, Which account ought first to be concluded, and which last; both in Debitor and Creditor side: this is not of necessity, but for Decentness in Order.

223. | Phil. Prosecute your opinion in the order.

Seh. Firstly, Balance the accounts of the People of whom you bought, or to whom you sold: Reason; because all Discounts, Abatements, Mis-castings or Omissions, that have happened, may be rectified; to the end each account may bear its own burthen: take then the difference of each man's account (being found to agree) and enter them into your Balance-book (as in the 218, place is mentioned) untill the final Balance be found Even-weighty.

224. Phil. Which next?

Sch. Secondly, Balance the Peoples accounts with whom you had to deal for Exchanges, Affignations, or the like: entring the differences into your balance-book thereunto prepared.

225. Phil. What followeth?

Sch. Thirdly, Balance your Factors accounts; first for Proper, and then for Company, (but there is no necessity in this order, as is said) the Remainers being well found,

vous

your Gain or Loss by exchange will be apparent: and so transport that Remainer unto your Balance-book thereunto provided.

226. Phil. Explain this.

Sch. Take good heed to your Foreign Coins in Debitor and Creditor: if your Factor remaineth Debitor, then enter that Debets difference into the Foreign Coins Credit, money for money, that the true Gain or Loss may be found.

EXAMPLE.

Suppose your Fastor at Amsterdam is upon your Book Debitor 18. 2025. Exchange at 33 \$\vec{g}\$. 4 \$\vec{v}\$. Flem. is Sterl. 202 \$\vec{l}\$. 10 \$\vec{v}\$. you draw 100 \$\vec{l}\$. Sterl. upon him, exchange 37 \$\vec{v}\$. is 18. 1110. then he remaineth your Debitor, 18 \$\vec{v}\$. 915. exchange 33 \$\vec{v}\$. 4 \$\vec{v}\$. is 911. 10\$ \$\vec{v}\$ Sterl. What is gained or lost by the Exchange?

1. The FORM.

Debitor.	Creditor.
Due to me gl. 2025.—. —. 2021. 10—	Drawn by me gf. 1110

227. Phil. Instance another with gain.

Sch. I remit unto my Factor 200 l'. exchange, at 38 \vec{v}. 2 \vec{v}. Flem. is \vec{g}. 2290. He remitteth me back again \vec{g}. 1657. 10 ffttp. exchange 36 \vec{v}. 10 \vec{v}. is 150 l'. What is gained or lost by the Exchange, rating the \vec{g}. 63 2. 10 ffttp. at 33 \vec{v}. 40 is ______63 l'. 5 \vec{v}.

2. The FORM.

Debitor	Creditor.	
Due to me gl. 2290 200 l' Gained by exchange 13 l'. 5 Summ gl. 2290 213 l'. 5		

228. Phil. Two Instances you have entred, wherein the Factor was a Debitor: enter the like other two Examples where he may be a Creditor, with the Gain and Los upon them.

Sch. The first Form shall be the summs that I will use; and therefore the exchanges

are the same.

3. The FORM.

Debitor.	Creditor.		
Made him good gl.1110.—.—.100l.—. Due to him gl. 915.—.—. 91l.10. Gained by exch.————————————————————————————————————	Due to him \$1.2025202 l'. 10		
Summ—			

Phil. Shew one with Loss, that we may have Examples of all sorts. Sch. This shall be

231.

233.

234.

4. The FORM.				
Debitor.	Creditor.			
Drawn by him gl. 1657. 10 l. 150. Dr. Due to him gl. 632. 10 l. 63. 5. Lo	awn by me ft. 2290.— f. 200.— ft by exchan.——f. 13.5.—			
Summ gl. 2290.— 1.213.5.—	Summ gl. 2290.—— 1.213.5			
Phil. The former four Examples in Factors pany-accounts; onely differing in Titles, and D to the Order of your Leagers-balancing. Sch. Fourthly, Takenext in hand your Voy accounts: observing therein, whether those sen	ivision of Gain and Loss: proceed now ages; first for Proper, then for Compana-			
Phil. Express each alone in Order, by some Sch. If the Wares be all fold, and the mone ned upon the Voyage by the Commodities Sal	y in Credit heaviest; then there is gai-			
1. VOYA	G E.			
. Debitor.	Creditor.			
Shipt 100 Pieces of Cambrix, which cost with charges—1.300.— Gained by the Sales ——1.29.14.	Sold by my Factor 100 Pie- of Cambrix, for——— 1.329.14.			
Summ 1.329.14.				
Phil. Suppose there were onely part of thos Sch. Deal with them as here shall be shewed	ẽ fent Wares fold. d by this			
2. V O Y A	G E.			
Debitor.	Creditor.			
brix, cost with charges 1. 300 ;	Sold 80 Pieces for———. 7. 320.——. Unfold 20 Pieces, at 31. Piece, is————. 1.60.			
Pieces 100. Summ ?. 280.—	Pieces 100. Summ ř. 380			
Phil. Suppose there were none of them fold. Sch. Deal with them as shall be shewed in the				
3. V O Y A	Ġ E.			
Debitor.	Creditor.			
brix, which cost with charges sol	For 100 Pieces wholly und d, carried to Balance, at c. each Piece, is			
Phil. Suppose there be los. Sch. The Instance shall be as this				

ti

VOYAGE.

Debitor.	Creditor.
For 100 Pieces of Cambrix shipt at 3 l'. each Piece, is——300 l'.—	For Sales of 80 Pieces, at 2 l' 165. is
April 1941 Million	Summ-300 l'.—

Phil. Go forward in the Order of your Leagers Balancing. 235. Sch. Fifthly, Balance your Commodities-accounts; It fir for Proper: then for Company,

Phil. Suppose them all sold, and there is Gains. 236. Sch. The first Voyage is a President.

Phil. Suppose your Commodities to be sold in part. Sch. The second Voyage is an Instance.

Phil. Suppose that none of your Commodities are fold. 238. Sch. The third Voyage sheweth the form.

Phil. Suppose loss upon the Sale of part of your Commodities, or upon the whole. Sch. If loss upon part Sales, the Fourth Voyage is an Instance: If loss upon the Sale of a whole parcell: See

The FORM. Debitor. Creditor. For 16 Butts of Sack cost with charges. Summ_____ 134 l'. 8.

Under the name of Commodities in the second branch of the 10. place, is included Houses, Lands, Ships-parts, upon which if you will see the yearly Gain or Lois, then rate them as they cost; entring them in Credit as in the second Voyage: then, in your House and Land will appear what is gained by the Rents above reparation, and maintaining of them; and in your Ships-parts will be made plain what is advanced by their Voyages more than her victualling: carrying your proper Gains or Loss to Profit and Loss proper; and Companies Gain or Loss, to Profit and Loss in Company. But if you will let them run on untill the final ending of them; then crofs them, as is shewed in the second Instance of Cambrix-cloth, in the 209 place.

Phil. What followeth next in the Balance order?

Sch. Sixthly, Balance your Company Profit and Loss, imparting to each Partner

his due upon fit account: and your part upon Profit and Loss Proper.

Seventhly, Balance your Partner's Accounts, transporting the difference unto your Balance-book, (as in the 218 place is mentioned) untill the final balance be found Even-weighty.

Eighthly, Balance Cash and Banck, carrying their differences to your Balance-book. Ninthly, Conclude your Profit and Loss proper, carrying the difference to your

Stock-account. Tenthly, conclude your Stock-account, transporting that difference (which is the

fumm of your Estate) unto your Balance-book: then ought your Balance account to be Equal-weighty.

NOTA.

Having drawn all your Leager to a head in your Balance-Book, and found it to be right taken; then may you take your Journal in hand, and post them as they in order follow upon your Balance-book, unto your Balance account in the Leager.

Or if you will not make a Balance-account in your Leager, you may let your Balance-book be your private contentment; and transport each Balance parcell out of the Old Leager into the New: avoiding your Balance-writing into the Journal, both at the End of the Old Leager, or Beginning of the New: entring in the Old Leager the folio whither carried into the New; and in the New Leager the leaf from whence that remainer is brought out of the Old Leager; and so avoid (perhaps) the writing of two or three hundred Journal parcells in both Leagers.

Particular Observations upon each side of the True-balance in Debet and Credit, for the Memories refreshing.

Phil. Rehearse first the Observations that arise upon the Debitor-side of the True-241. balance.

Sch. In a much Trafficking-Merchants-books are five things to be regarded: Firstly, Of Debitors, and them

People, unto whom we fold, or that have promised us payment of Exchanges, or Assignations, and the like.

Partners, unto whom we have delivered Money, or Wares, to be by them employed for the Companies good.

Factors, that ferve us in Commission, who as yet have not given us sull satisfaction:

Masters, whom we serve in Commission, Again, the first of these two may arise from Proper, Factorage, or Company-accounts.

Secondly, Of the Unfold Wares, formerly shipt to another Town, or Land, there

to be fold for Proper, Factorage, or Company-account.

242.

Thirdly, Of Matters as yet remaining unfold under our own Administration; confilling again in Wares, Houses, Lands, Fewels, Ships-parts, and the like: whereof some of those Wares may be for Proper, Factorage, or Company-accounts: and those Shipsparts for Proper, or Company-accounts.

Fourthly, Of the Ready-money in Cash, in Banck, or in both.

Lastly, Of Company Gain and Loss; of the which we still keep an open-standingaccount, because the Company continueth in Trading, upon unchangeable terms. And these in substance are all that concern the Contents of Balances-Debitor-side.

Phil. Proceed to the Observations in the Creditor-side of the True-balance. Sch. Four things are heedfully to be regarded. Firstly, Debt-demanders, and them

[People, of whom we bought, as also, whose Exchanges we accepted; or whose Affignments we promifed unto their Creditor, having entred their Creditor into my book in place of them.

In Partners, of whom we have received Money, or Wares, to employ for Compa-

Masters, whom we serve in Commis (unto whom (as yet) we have not given full content: The last of these may arise either Factors, that serve us in Commission, Cfrom Proper, Factorage, or Company-accounts.

Secondly, Unfold-Wares, Houses, Lands, Jewels, Rents, Voyages, and the like: up on which accounts the Gains or Loss (at present) is not desired to be known; but are deferred untill the final finishing of that account, then to know the general Gam or Loss upon the same: and these for Proper, some for Factorage, and some for Company. accounts.

Thirdly, In Companies Profit and Loss Reckonings, because the Division is not

made in these Old books, but prosecuted untill the Companies final finishing.

Lafily, In Stock-account, whose difference must be carried to Balance; for that difference must make your Balance-account Even-weighty in the General Addition: Nota, for in it is contained the true differences between the Ready money, Wares, Honses, &c. Debitors in your Balance-debet-side, and the Debt-demanders in the Creditor-side of your Balance-account. Or more plain; take the whole Debet-side of your Balance, deduct from that all that you owe; and the differing money will be Equal-weighty with the difference brought from your Stock-account. And thus much of the fifth matter, of which the Journal is made.

Of the Journals Form.

Phil. This is the fecond Branch in the Eighth place; of which let me hear your Explication.

Sch. The Form is generally in Folio, or the full bigness of the Paper, be it small or large; ruled towards the left hand with one line, and towards the right hand with three: entring between them l' \$\vec{n}\$, as in the Waste-book is, and in the Journals In

stances shall be made plain.

Some use two lines towards the left hand, as doth Simon Stevin in his Princely-book-keepings-Journal use three; entring therein the Day and Month: but that maketh the Journal between line and line too narrow. My manner of my Day, and Months entran-

ces shall be shewed in the Explication of the Journals Office.

This Book is by *some* numbred on each leaf's fide; the beginning fide with 1. the second with 2. and so through all the Book: of which I approve, and use it. For in a great trafficking book (as an East, West, Turky, or the like Company) several sides are ost-times silled in one day; so that the Margin of the Leager quoteth directly to the side of that Journal-leaf where the desired parcell is: and so avoideth the perusal of needless sides.

Of the Journals Office.

244. Phil. Let me know that, for that is the third Notable matter, mentioned in the Eighth place.

Sch. The Journals proper Office is to have the Matter (thereunto appertaining) entred in Book-keepings true Method, with words suitable to the Action; plainly expressing

what ever was obscurely booked in other books.

Book-keepings Office is to book the acted matter in the true Nomination of Debitor and Creditor, with the brief (yet plain) Circumstances of the Action. Heedfully in this Journal must be observed, that the Debitor, that is, the Man or Thing that ought to be charged, be first named, and placed towards the left hand, as thus:

James Mirth is Debitor.

Then enter the Creditor, Man or Thing, that ought to be discharged, as thus:

James Mirth is Debitor to John Melody.
Unto them annex the quantity of Money, as thus:

James Mirth is Debitor to John Melody 3001. 125. 80.

Thereunto add the reason why the one Man or Thing is indebted to the other; and this is gathered from the acted matter.

Phil. As how?

245.

Sch. Compare the Waste-book parcells in the 6. place, with the ensuing Journal parcell framed out of them, and the Reasons may appear by the Gircumstances.

Anno

An Introduction to Merchants Accounts.

	2217 2111 (011111111111111111111111111111111	
	Anno 1630. the 25. Day of March in London.	£ 8,0
1 .	Cash is Debitor to Marmaduke Grimstone of Northampton 68 l'.————————————————————————————————————	68
3	Profit and Loss Debitor to Marmaduke Grimstone 12.15 \$.7 \$. for his Monies allowance, to be made good with the Principal, at day, as above, being	• 1 15 7
	March the 27. Day 1630.	
3 4 .	Seager Solt Debitor to Thomas Coster 495 l'	495
4 .	Cash Debitor to Thomas Coster 456 l. 9 5 5. which my Cash-keeper received of John Sybrantson, by the Assignment of dito Thomas, being the full Remainer, and 1½ Months forbearance: the Receipt is	456 9
3	Thomas Cofter Debitor to Profit and Los 9?. 10 5. 5. for allowance of my Monies detaining 1½ Month after it was due, for which he is made Creditor in the former two Receipts, being	. 9 10
ď	March the 30. Day. 1630. Franckford-Exchange, being ! in company with Edward Denis at Northampton, Debitor to Jacob Johnson of Marken 1012?. 10 \$\vec{v}\$\$\vec{v}\$.	
5	for 3000 Florins agreed to lend him upon Exchange for Franck ford, at 81 ft. Flemish; to repay unto me, or Assigns, the sirst of June, as the Exchange shall then return from thence: this being Companies money resting in my hands; my promise is	101210
5	Edward Denis at Northampton his account of Ready money, Debitor to Dito Edward his account by me in Company 506?. 5 \$\vec{\varkappa}\$ \$\vec{\varkappa}\$. for his moiety of 1012?. 10\$\vec{\varkappa}\$. agreed for with \$\vec{Jacob}\$ \$\vec{Johnson}\$ as above, and made good as here followeth, his part being	
5 6	Jacob Johnson of Marken Debitor to Rye in Company \(\frac{1}{3} \) with Edmard Denis, and \(\frac{1}{3} \) for me 639 \(\frac{1}{3} \). 1\(\frac{1}{3} \). 5\(\frac{1}{2} \) for 18 Last, 7 Mudde delivered him in part payment of the promised 3000 Florins, being at 150 gold-guilders each Last Peeady-money Dita	639 1.53

54	An Introduction to Merchants' Accounts.			
5	Dito is Debitor to Banck 369 l. 13. 10 1 th. written by his order upon the account of John Johnson Vinek, being in full of the before-mention	L	ŝ	Ď
6		369	13	101
5	Dito is Debitor to Profit and Loss 31. 14. 8 6. for Banck-money of			
3	gl. 2240. 11. 4 pen. at one per Centum, is	. 3	14	. 8
6	Edward Denis of Northampton, his account by me in Company, is Debitor to Dito Edward his account of Ready-money, 213 ?. — 5% 0.			
5	for his \(\frac{1}{3} \) of \(\text{Ml.} 3834. \) 8. 12 pen. product of 18 Last, 7 Mudde of Company Rye, sold to \(\frac{7}{3} \) acob \(\frac{7}{3} \) thereof is \(-\frac{1}{3} \)	213	_	. 25
246.	6. Phil. What fignifie those Fractions \(\frac{1}{2}, \frac{2}{3}, \) and the like, in the Margin? Sch. Fractions they are none, but fignifying Figures concerning the Leager; for the Figures above the stroke, shew upon what Leager-leaf the Debitors are to be found \(\frac{1}{2}, \) and the Figures under the stroke, point unto the Creditors in the said Leager.			
247.	Phil. Why are some pointed, and not other some? Sch. Those that are pointed, are transported into the Leager, the other not.			
248.	Phil. Some do not point at all. Sch. They are subject to mistake, or they must enter each figure above, and under, when they have entred the parcell into their Leager, and that is tedious. The points			
30	are very requifite to avoid Omissions, or not to charge one summ tw should be called from his posting.	ice, i	fá	Man
249.	Sch. I lay the Journal open before me, making first the streight strokes that are be-			
5	tween the figures against each parcell, on both sides of the Journal; the folio or leaves, or those figures, before I touch the Leager.	en de	o I e	enter
250.	Phil. How then? Sch. Then setting my Journal before me, I transport all the Debitors (that correspond upon one Leager-leas) one after another into the Leamoving my hand from the Leager, immediately I set the point by that D ditor, that is posted into the Leager without removing of my Journal.	ger;	the	n re-

Thus much in brief of the Matter, Form and Office of the Journal, mentioned in the ninth place.

AFARTHER

EXERCISE

UPON THE

SIXTH PLACE,

CONCERNING THE

Waste-Book Parcells:

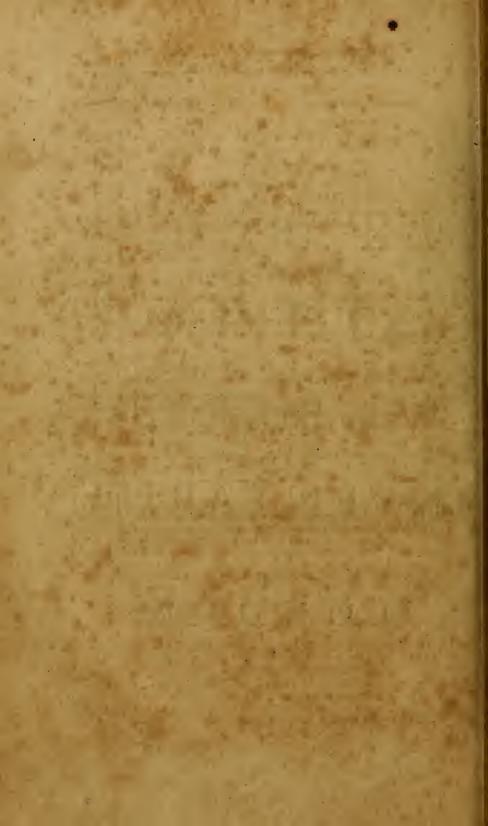
But First of the

INVENTARIES,

ANNO 1633.

IN

LONDON.



Anno 1633. January 1. in London.	L s o
By Conclude of my former Book, I find in feweral Coins of Gold and Silver, as followeth:	
200 Pieces at 22 \$\vec{\varphi}\$. per Piece ''. 220	1000 15 .7
In my Ware-House I find 60 Leeds dozens, rated at P. 3. 12 B P. 216	477 10
Ketles 5 Barréls. N° 320. poi. 2. 3. 26 tb. tarr. 23 tb. 319. — 2. 2. 18. — 21. 318. — 2. 1. 21. — 22.	
317. — 2. —17. —— 19. 316. — 1. 3. 5. —— 17. Groffe 12. —. 3 tb. tarr. 3 qrs. 18 tb. Neat C. 11. — 13 tb. at 4 l'. 19 \(\vec{\vec{v}}\), per C.	. 55 — ·6
From Jean du Boys at Roan I have an account dated their 15. of December 1ast, by foot of which is due to me in Ready-money for sold Wares \$\tilde{\chi}\$.800. are at 72 \$\tilde{\chi}\$, per \$\tilde{\chi}\$.	240
In the hands of Jacob Symonson at Amsterdam there is it. 2290. to be employed by him for my Company Stock; the same at 33 \vec{5}. 4 \vec{0}. is here	229
There is in my hands unfold for the account of the faid Jacob 3 Barrels of Cuchanelia Mestica. No and Hollands weight, viz. No 1. poize 2 10 fb. tarr. 17 fb. 2. poize 179 ———————————————————————————————————	
I have	3/17/-8

Anno 1633. January 1. in London.

I have in my hands for Company Stock in Ready-money of the same Man: by the which I am to add i more; his Summ

End of the Inventary.
The Waste-Book
followeth.
1633.

George

5 3

150

Anno 1633. Fannary 4. in London.	LST
Eorge Pinch-backe at Plymonth, according to my ord thipt in the Night-glass of Amsterdam, Master John son, 100 Leeds Dozens, and sent them the 20 of December Symonson to sell there for my Account; which Dozens are Ready-money, paid now by his order to John Joyner here stand out 6 months: the whole with charges, as per Invoice I	to Jacob to Jacob bought the rest
Remitted to Jacob Symonson at Amsterdam for my accompand to Boys at Roan 400 Growns in his own Bills: date 22. of December, Exchange at 123 ft. payable at usince said Jacob by himself, the remise at 72 ft. sterl. produceth	ed their
Dito 9. Bought of James Wilkinson for Company; Jacob Sy and me, 60 Keighley Kersies, paying now, the remaind months, the whole at 3 l. per Piece is	emonson, hainer at
Dito 13. Jean du Boys at Roandesireth to retain my Money in he 4 months, whereunto I condescend: for which (at 8 per he alloweth me with Principal	
Brought into company \(\frac{1}{2} \) for \(\frac{7}{2} \) acob \(Symon \) for of mine own Kersies, at 3 l. per Piece, Ready money	me, 90 270 —
Dito 17. Randoll Rice of Colchester hath now shipt to Diego de at Lisborne, 100 double Sayes in the White Lion, Jonas Master, to be sold there for our account? him, and? mhim Ready-money, with all charges aboard, as by the from him	Jackson ne; cost
Dito 23. Remitted to Jean du Boys at Roan, &. 2148.50.6 n. of the l. 566.13.4 n. above; Provision at 4, and Brokers deducted, being for company Randoll Rice 3, and 3 for m able in Roan by Josias Jeffery at usance: the value here upon with James Wilkinson; Exchange at 63 n My Remit the difference due from me, and Money lent him at 8	age at \$, ie: pay- : agreed ife (with per Cen-
Dito Sold to George Pinch-backe 5 Barrels of Ketles, No V and Tarr, as in date the first hereof: at V. 6. 15 \$\vec{x}\$. per C. Money: the remainer I now pay him before the time; for 5\frac{1}{2} months, at 8 per C. the whole due to him, was	Ready-
Febr. 9. Sold unto James Wilkinson, for the account of Jacob Sy 3 Barrels of Cuchinelia Mestica, No Weight, &c. viz.	monson, N° 1.

Anno 1633. February 21. in London.

	. , , , , , , , , , , , , , , , , , , ,	- 125
	N° 1. Poize 217. tb. tarr. 19 tb. English. 2. —— 183.————————————————————————————————————	
	. 3. —— 200. —— 20 fb. Which value (his own due being deducted) he detaineth by	
	Order, and for the use of the said Jacob Symonson: The neat Weight at 58 \$\vec{\pi}\$. per pound Ready-money, produceth	158010-
	Enter Brokerage of the said Cuchanelia at \(\frac{1}{2}\); Provision at 2 per Cent. for Sales, and so conclude the account.	
Dito		
17.	Drawn upon me by Jacob Symonson for his account, gl. 1224. 19. 8 pen, the value of himself, his Bills dated the 20 passado; payable here at usance, by and unto my self for my account	
•	(Brokage and his Provision deduced) Exchange at 36 \$. 10 \$\text{in produceth here}	11017.2
Dito		
21.	Bought for Ready-money of James Wilkinson 96 pieces of Colchester black Bays, being several sorts and prizes; the same I have sent in the Ship of Captain Solomon for Lisborn, and con-	
	figned to Diego del-Varino, to fell for company Jacob Symonson 3, and 3 for me, my payment is 1'.543.15.9.	
	Charges, as by the particulars delivered to Jacob Symonson, amount unto ————————————————————————————————————	
Dito	•	594 —
27.	Sold to James Wilkinson in the behalf, and for the use of Jacob Symonson at Amsterdam 150 Company Kersies, concerning the said Jacob 3, and 3 me, at 1.4.5 5. Ready-money: which summ (deducting what is now due to the said Jacob) he payeth me for	
ne 1	him; the fold Wares produce	637 10 -
March 5.		
	Advice from Jacob Symonson at Amsterdam, in Letters dated 25 passado, that he hath sold to Sybrant Sweeting for Ready-money, 30 Dozens, sent as in date the sourth of January last, pro-	
	ducing at gl. 45. 7½ ffuy. to gl. 1361.5. More, to Leonard Lodder, at 6 months 30 Pieces,	
	at 50 gl. per Piece, are gl. 1500	
	Ol. 2861. 5 stuy. exchange at 33 \$. 4 \$. is	286 . 2 . 6
	Jacob Symonson, according to my order, hath remitted to Ar-	
_	thur Mumperson at Dansicke, Florines 1722. 20 gros, to run upon exchange between the said Arthur and me ½ gain and los; payable 14 days after sight by George Gregory; the value deli-	
	vered the 24. passado to Peter Jacobson, at 228 gros, each l'.	126
	Flem. his payment is gl. 1360. — are at 33. 3. 40. Remitted	136

Anno 1633. March 21. in London.	L.	S
Remitted to Arthur Mumperson at Dansicke for our company, each +, Florins 2666. 20 gros, in Bills of Steven Fourdane, payable after 16 days fight by Harman Helder, at 240 gros, for 125. sterl. My payment is	200	
Enter Ware-house-room for company Kersies & Jacob Symon-son, & me, at 2 v. per Piece: Brokage at &; Provision for sales at 2 per C. and conclude the account.		
Received by Shipper John Clason 60 Pieces of Cambrix-cloth, to sell for the account of Jacob Symonson at Amsterdam: Custome, Fraight, and other charges, as by the book of petties—	4	- 7
Jean du Boys at Roan hath remitted for company account $\frac{3}{5}$, and $\frac{3}{5}$ to Jacob Symonson at Amsterdam, 1000 %, payable at $\frac{1}{2}$ usualle so the Peter Prat, in Bills of Darius de Batts, dated the 25 passado, exchange 124 $\hat{\mathbf{y}}$, his Remise at 72 $\hat{\mathbf{y}}$, sterl is here	300	
Sold to Jacob Symonson 60 Leeds Dozens, and shipt them to him in John Clason, at 51'. per Piece, at 1 months time, being — Charges, as by the book of petties, are	300	
Received from Diego del Varino by Shipper Jonas Jackson 1576 Pieces of Figgs, upon the account, as in the 17 of January, which cost him there with all charges Ready-money, 681 \(\to 960\) Reaze, reduced at 400 Reaze for 5 \(\vec{\pi}\) is here Charges at the receipt, as by the book of petties	426 8	- 4
James Wilkinson hath an advice Letter from his Factor at Lisborn, that there are shipt 10 chests of Sugar for his account, weighing as per Invoice Netto 51.3.4 th. the same I have bought of him at 13 pence per the free here of all charges, and to take them upon the Invoice, amounting to	314	
Received from the hands of James Wilkinson these goods sollowing, to sell for company \(\frac{1}{2}\) Hendrick vander Linden, \(\frac{1}{2}\) John van Does, \(\frac{1}{2}\) Jaques Reinst, all at Flushing, to wit, 160 Pieces of Figgs. 4 Bales of Pepper, poize 1468 th. 15 Butts of Allegant. Charges all paid by the said James, except Portage, being—		1:
. Arthur Mumperson at Dansticke hath remitted me 5000 Florins for our company, each in Bills of Robert Brames, dated 2 present,		

E

	Anno 1634. March 29. in London.	1	S t	j
	fent, payable at 10 days fight by George Pinch-backe, exchange at 224 gros, is here	401	15	8
	Jean du Boys at Roan hath remitted for Company account \(\frac{1}{2} \), and \(\frac{1}{2} \) unto \(\frac{1}{2} \) acob \(Symon fon \) at \(Amfterdam \) \(\hat{1.140} \). 17. 8 \(\hat{1.140} \), passed ble by \(Peter \) du \(Boys \) at usance, the value in his own Bills, dated the 28. of \(February \cdot \) being the remainer in his hands, Brokage at \(\frac{1}{3} \), and \(Provision at \(\frac{1}{3} \) deducted; exchange at 123 \(\hat{1.15} \), is \(\hat{1.15} \). 8 ffup, the Remise at 72 \(\hat{1.15} \). Sterl. is here	342	. 1	9
April 7.	Received from Jean du Boys for my account by the Star of Amsterdam 8 Barres of Silver, poize 219 Mark, 40°. at 22 livres, 6 sous, per Mark, are with charges, as per Invoice liv. 5608. to. reduced at 2 shil. sterl. per livre, are Custome, freight and other charges, as by the book of petties	560 4		2
_	Agreed with James Wilkinson to let him have for four months, at 8 per Centum	250		
	Remitted to Arthur Mumperson for our company, each ½, Florines 3987. 15 gros, in Bills of my self, payable 19 days after sight by Hendrick Holster for the account of Jacob Symonson in Amsterdam, at 232 gros, my Remise is here	309	.7	é
	More to him, as above, Flor. 1907. 26 gros, in mine own Bills; exchange 232 gros, payable at 25 days after fight by the same man, for faceb Symonson upon my account: being the product of 30 Dozens, as in the 5 passado, discounted at 8 per C. for two Months: the Remise are 181. 1480. 5 stuy, at 33\$\vec{x}\$. 4\$\vec{v}\$. is here—	148		6
Dito 15.	Jacob Symonson at Amsterdam hath bought for the account of Randoll Rice \(\frac{3}{2}\), and \(\frac{1}{2}\) me, the ensuing commodities, for \(\frac{3}{4}\) Readymoney, \(\frac{1}{4}\) at 2 months: to wit, 30 Butts of Serrese, at 40 s. Flem. 8 Bales of Pepper, weight 2720 th at 25 gr. 19 Last, 24 Mudden, 3 Scheple of Wheat, at 60 sss. The same he hath sent their 4- present, to Thomas Truss at Ant-			
	werp, to fell for our account, his Charges and Provision, as by account, is ?.4t. 13. 4th. Flem. are all ?. 1841. ——Flem. and here at 33 \tilde{B}. 4th. they produce	1104	12-	
	Diego del Varino at Lisborne writeth that he hath fold the 17 passado to Pedro del Cauzo, the 100 Sayes sent indate 17. January last: whereof 27 Pieces are to stand out 2 months: the rest Ready-	•		

Anno 1634. April 15. in London:	F	S
Ready-money: the whole at 22 Duckets per piece, are here at 66 o. per Ducket.	605	
Jacob Symonson advertiseth me in Letters, dated their 4. present, that there is gained \$1.500. for my part; by our Company Stock begun in July, 1633. which gains, with my then remitted principal, and an equal value unto it, he hath now remitted me in Bills of Peter Snap, dated their 3. present: payable at usance by Andrew Hitchcocke; exchange 36\$\vec{x}\$. 10\$\vec{x}\$. being money to run upon exchange, each \$\frac{1}{2}\$, producing here	504	19
Drawn upon me by Jean du Boys for my account & 1499. 43. 45 including 41 & for Brokage, and Provision of Traict, and Silver: his Bills dated their 23. of March; payable at \(\frac{3}{4}\) usance to George Pinch-backe, at 63 \(\beta\). being here \(\beta\). 393. 13 \(\beta\). 6 \(\beta\). fterl. which Bill I discount with the said George \(\frac{3}{4}\) receiving the remainer, with 29 \(\beta\). forbearance: his Summ is	403	4
Remitted to Arthur Mumperson at Dansieke Flor. 5284. 21 gros, to be there employed for my part of Stock, by which he is to lay in the like summ: payable at sight, by, and unto himself, for our Exchange account in mine own Bills, at 230 gros, the remissioner is	413	I 1
Remitted to him (more) in mine own Bills 140 Flor. 10 gros, 5 penninghen (of 18 to a gros,) for his part of Company gains here: the value at fight discountable in his own hands: exchange at 230 gros, is here	10	19
Jucob Symonson ordereth me to pay II. 1740. 12 ffuy. upon fight of his Letter unto Andrew Hitchcocke: being part of bought Wares for Company, as in date 15. present: exchange 36 \(\vec{y}. \) 8 \(\vec{y}. \) are i. 158. 4. 9 \(\vec{y}. \) which I discount with the said Andrew: ordering him to pay to John Sharpe for James Wilkinson V. 250. the remainer he detaineth at 8 per Cent. for 4 months: the whole being	504	19
Agreed with James Wilkinson (for Andrew Hitchcocke) upon 4 months time at 8 per Cent. to let him have upon my Bond —	200	
Sold unto George Pinch-backe 1500 Pieces of Figgs, received the 21 of March, at 7.5 per Piece; discounting with Randol Rice 1.115. 1.50 the rest of his part I now pay him: my receit is	525	

	Anno 1634. May 13. in London.	Ł	Ē	ΰ
	Jacob Symonson writeth me in date their 11. present, that he hath sold to Jasper Cop the remainer of Dezens sent as in the 4 of January, at 50 st. Ready-money: the same (deducting st. 123. for Ware-house-room, Brokage and Provision) he remitteth me in Bills of himself, dated their 8. present: payable at usance by Andrew Hitchcocke: the remise at 36 st. 6 st. 171. 8. 4 st. and the sales at 33 st. 4 st. is	200		
<u></u>	Transported by agreement unto George Pinch-backe the Bargain of Sugar agreed upon with James Wilkinson the 21. of March (whether more or less) which he is to pay me 2 months after the receipt at 140, per to. the known weight produceth	338	3.6	8
	Remitted to Jacob Symonson &1.5781.19 ffuy. for our Exchange account, each 1/2, in Bills of Richard Symonson, dated (and onitted to enter) the 27 passado; payable at usance by the said Richard, or Assigns, exchange at 385.20. my payment produceth here-	50.	119	6
Dito - 22.	Assigned Andrew Hitchcocke upon James Wilkinson, for the summagreed upon the 8. present: being	200		_
	James Wilkinson hath delivered 15 chests of Sugar to George Pinch-backe, poize 77. C. 2. 20 lb. producing at price of agreement made with the said James 1. 471. 5 B. and with George 1. 507. 10 B. whereupon I deliver to the said James 8 Barres of Silver, poize 1733 0 at 6 B. 7 th. the 0 and the difference is paid me back, the Silver produceth		. I	. 1
Dito 30.	Received from Diego del Varino, by Shipper John Thomson, 572 Pieces of Figgs, in full of the account, as in date 17. January, and 15. April, which cost him there (all Charges at 4 per C. deducted) 247 C. 320 Reaze, producing here	154	1 1 1	6
June 7.	Received more by the same Ship, to sell for the account of Diego del Varino 270 Frailes of Figgs, and 300 Picces of Raisons Solis; the Freight, Custome and other charges, as by my book of petties, are And upon our company Figgs, as by the said petty-book—		2.8	
	Jacob Symonson ordereth me to pay Andrew Hitchcocke & 2.2699. upon sight of his Letter; being in sull of Wares bought for company, as in date 15. April: with which Andrew I discount 1.171. 85. paying the rest by his order to James Wilkinson: the exchange at 36 \$ 100. is	244	3 . 5	
	Thomas	1	1	'

	Anno 1634. June 15. in London.	L	ទី
of 8 Ba	nus Trust at Antwerp advertiseth of the sale les of Pepper, sent as in date the 15 of A- s which the product clear money, as by the		
accoun More then fe	t is Ready-money ————————————————————————————————————		
gl. 1	5153. 9. 14. pen. at 33 \(\varphi \).	1515	7
cocke u	to James Wilkinson, George Pinch back and Andrew Hitch- pontequal share, the 60 Pieces of Cambrix, received in e 13. of March, at price 6 l'. 15 g. at 4 months, is	405	
Ente	r Ware-house-room at 2 th a Piece; Brokage at 1/3, Provi- Sales at 2 per C. and conclude the account.		
in his o	was Trust hathremitted II. 11020. to Jean du Boys at Roam, wn Billsdated their 2 present: payable at usance by, and melf; exchange at 121 it. are &. 3642. 58. 6 it. and here is	1092	7 1
paying 2	to Randoll Rice the Fruits received in date 7. present; he now !!. 380. the remainer at 3 months: viz. 70 Pieces of Figg: capnets, poize 67 C. 2 q ¹⁵ . at 50 \$\vec{x}\$.— 300 Pieces of Raisons Solis, poize 225 C. 3 q ¹⁵ . at 33 \$\vec{x}\$.—	168 1 372	5-9-
	r Ware-house-room at 1 v. Brokage at 1 v. Provision, as and conclude this account.		
½, gl. 57	b Symonson remitteth me for our Company-exchange, each 181. 19 stuy. in Bills of Peter Plomp, dated their 8. pre-ayable at usance by Randoll Rice, exchange at 36 st. 4 v. eth here	530	9.
Bayes (Ready: 4 per C	ings received from Diego del Varino, of the fales of 96 (sent as in date 21. February) at 31 Duckets per Piece money: In returns of which (all charges and provision at deducted) I receive by Richard Munt 2908 Pieces of amounting here to	785	3.
George ing before	Cash-keeper hath received of Isaac Symcocke the value of Pinch-backe's Assignment: the debt (abating 30 \vec{g}, for payore the time) and 20 \vec{l}. 13 \vec{g}, 7 \vec{b}, for charges of 2908 Pieciggs was		
ccs of T	K Remitted	507	

Dite. 23.

July

	A.mo 1634. July 11. in London.	Ĺ	Ē	ð
	Remitted to Jacob Symonson gl. 6020. 13 fluy. for conclude of our exchange-account, each ½, in Bills of Randoll Rice: payable at usance by Daniel Rice: exchange at 37 \$\vec{x}\$. 10 \$\vec{y}\$. produceth here	5 30	.9	i In
Dito 11.	Sold unto Randoll Rice 648. Pieces (being the full conclude) of our company Figs \(\frac{1}{2} \) him, and \(\frac{1}{2} \) me, poize 162. C. at 43\(\vec{1}{2} \). Per C. Ready-money, is	348	.6	
	Transported by order of Jacob Symonson to James Wilkinson the Debis due to him upon his account Currant (which I effect) receiving of the said James to clear the account 1.28. 1.70. the whole Debts being	405		
Dito 20.	Assigned Andrew Hitchcocke upon James Wilkinson, of whom he receiveth (less l'. 3. 6. 8 b. being forbearance of 250 l'. paid 2 months before the time) the summ of	. 5 1	.6	.8
	Diego del Varino ordereth me to pay unto Pedro del Varino, such monies as are in my hands for his account: unto whom I deliver an Assignation upon Randoll Rice for 1.161.4.9.5. the rest I pay to Pedro; and then receive of the said Randoll to clear account, his whole Debt being	446	5-1	Ś
	Sold to Andrew Hitchcocke to pay 100 l'. Ready-money, these Wares following received in date 29. March. 160 Pieces of Figs, poize 40 C. at 45 s. ——l'. 90 4 Bales of Pepper, poize 1468 tb. at 17 v.—l'. 103. 19.8.} The remainer at 6 months.	193	3 19	8
	End of the Waste-book A.			
	ANNO 1634. in I ondon.			

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THE

JOURNAL

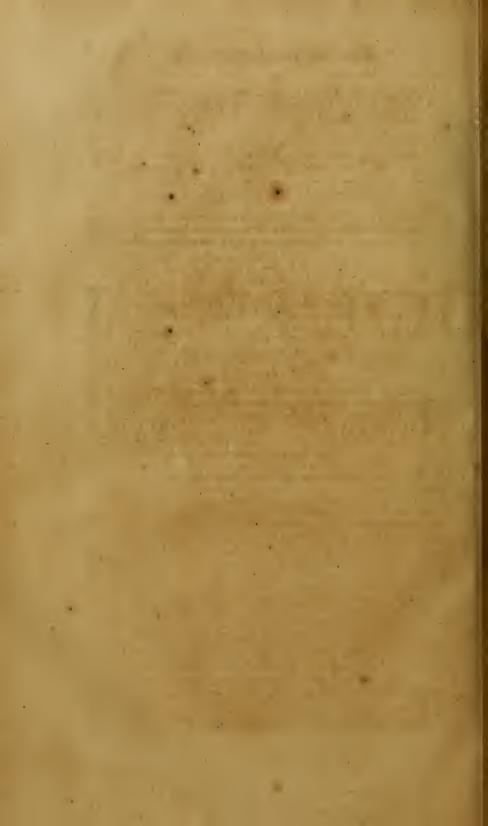
Appertaining to the

Former Waste-Book:

ANNO 1634.

IN

LONDON.



	An. 1633. Jan. 1. in London. Fol. (1	L	ŝ	Ĝ
Ι.	1. Ab Debitor to Stock P. 1000. 15 \$\vec{z}\$. 7 \$\vec{v}\$. for fundry Coins of Gold & Silver, remaining by conclude of former book, viz. 200 Pieces, at 22 \$\vec{z}\$. per Piece. 200 Pieces, at 20 \$\vec{v}\$ per Piece. 800 Estates Dollers, at 4\$\vec{z}\$. 6\$\vec{v}\$. 300 Double-Pistolets, at 26\$\vec{z}\$. And in White-money of sundry forts—P. 10.15. 7.			
1.	2. Wares Debitor to Stock Y. 477. 10 \(\vec{B}\). for 60 Leeds Dozens, and 90 Kersies, remaining in the Ware-house unfold, viz. 60 Leeds Dozens, rated at Y.3. 12 \(\vec{b}\). — Y.216.—— 40 Kersies, N° K. — at Y.2. 17 \(\vec{b}\). — Y.114.—— 50 Dito—N° R. — at Y.2. 19 \(\vec{b}\). — Y.147.10.—	.477		7
2 ·	3. Kettles Debitor to Stock §.55.—6 b. for 5 Barrels unfold, being of No weight, and price, as tolloweth. No 320. poize. 2.3.26 b. tarr. 23 b. 319.—2.2.18.——21. 318.—2.1.21.——22. 317.—2.—17.——19. 316.—1.3.5.——17. Grotle 12.—. 3 b. tarr. 3 q ^{ts.} 18 b.			
2.	Neat C.11.—13 th. at l'.4. 19 5. per C. 4. Jean du Boys at Roan, my account Current Debitor to Stock l'.240. for w. 800. due to me in Ready-money by foot of account, dated there 15 of December, for fold Wares: producing here at 72 0. per w. unto	240		•6
2 .	5. Jacob Symonson at Amsterdam my account by him in company Debitor to Stock Y. 229. for gl. 2290. remaining in his hands, to be by him employed for my company Stock; the same at 33 \$\vec{x}\$. 4\$\vec{y}\$. is here	229		
3 · I .	6. Dito Jacob his account of Couchaneille, Debitor to Stock l'.4. 17. 8 n for charges done at the receipt of 3 Barrels of Mestica. No and Hollands weight, viz. No 1 poize 210th tarr. 17 th. 2 poize 179.——15. 3 poize 196.——19. Charges at the receipt, as by my former book ———			C
1.	7. Stock Debitor to Jacob Symonson at Amsterdam his account Currant I. 150. for so much Ready-money of his resting in my hands, to be employed by me for his company Stock; by the which I am to add is more: his summ is		3 17	
<u>4 ·</u> 3 ·	The 4. day of January 1633. 8. Voyage to Amsterdam configued to Jacob Symonson, Debitor to George Pinch-back at Plimouth V. 360. for 100 Leeds Dozens, according			

	2) Anno 1633. Jan. 4. in London.	L	Š	0
	according to my order shipt in the Night-glass of Amsterdam, Mr. John Peeterson; and sent them to the said Jacob to sell for my account; cost as per Invoice No 4. with all charges	360		
3 .	9. George Pinch-back Debitor to Cash l'. 144. for † of the dozens paid by him in Ready-money; the which I now by his order pay here to John Joyner: the rest is to stand out 6 months; my payment is	144		
3 .	10. Jacob Symonson at Amsterdam my account of Ready money, debitor to Jean du Bossat Roan my account Currant l'. 120. for w. 400. remitted in his own Bills: dated there 22. of December; exchange at 123 v. are yl. 1230. payable at usance to the said Jacob by himself, the remise at 72 v. sterl. produceth here—	120		
	The 9. day of January. 1633.		1	
4 ·	11. Kersies in Company, being \(\frac{1}{3} \) for \(\frac{1}{3} \) for \(\frac{1}{3} \) for one, Debitor to \(\frac{1}{3} \) me, Debitor to \(\frac{1}{3} \) me, Debitor to \(\frac{1}{3} \) me, for 60 Pieces bought of him; part thereof to stand out \(2 \) months: the whole at \(2 \)!. \(\text{per} \) Piece, are	180		
4 .	12. James Wilkinson Debitor to Cash I. 120. for \(\frac{1}{3}\) of the whole paid him in part payment, being	120		
2.	13. Jacob Symonson his account Currant, Debitor to dito Jacob his account by me in company l'. 40. for his \frac{1}{2} part of the 120 l'. paid by me; his Stock standing at present upon the Credit of his account Currant, from whence I draw the same, when I pay money for the companies use; his part now paid is	• 40		
	The 13. day of January. 1633.			
5 .	14. Jean du Boys my Interest account, debitor to dito Jean my account Currant l'. 120. for w. 400. by him desired upon Deposito, whereunto I condescend: the principal at 72 to produce th here	I20		
5 •	15. Dito Jean Debitor to Interest-reckoning 1.3. 43. for w. 10. 40 sous, forbearance of the principal for 4 months at 8 per C. is at 72 ii. here		3 4	1
4 .	*16. Kerstes in Company, being \frac{1}{2} for Jacob Symonson, and \frac{1}{2} for me, Debitor to Wares 1.270. for 90 Pieces of my own, brought into the company at 31. per Piece Ready-money, producing—	270		
² ·	17. Jacob Symonson his account Currant, Debitor to dito Jacob his account by me in company 1. 90. for his 1/2 of the 2701. by me brought into the company, being	. 90		
	The 17. day of January. 16:3.			
	18. Voyage to Lisborn, configned to Diego del Varino: being in company			

	Section of the Control of the Contro		
	Anno 1633. Jan. 17. in London. (3	业	5 0
5.	company \(\frac{3}{5}\) Randoll Rice, and \(\frac{5}{5}\) for me debitor to Randoll Rice his account Gurrant l'. 566. 13. 45 for 100 double Sayes, shipt thither in the White Lion, Mr. Jonas Jackson, to be sold for our account; cost him ready-money, with all charges aboard, as by the account from him	566	13.4
6.	19. Randoll Rice his account Current, Debitor to Randoll Rice his account by me in company 1.340. for his \(\frac{1}{2}\) of the faid 566 l. 13\(\tilde{1}\). carried to stand out till it be received again	340	
133	The 23. day of January. 1633.	-	
6.	20. Jean du Boys at Roan, for company Randoll Rice \(\frac{1}{2}\), and \(\frac{1}{2}\) for me, our account Currant, Debitor to James Wilkinson \(\frac{1}{2}\). 5 \(\frac{1}{2}\). 5 \(\frac{1}{2}\). 6 \(\frac{1}{2}\). 1 \(\frac{1}{2}\). 6 \(\frac{1}{2}\). 1 \(\frac{1}{2}\). 1 \(\frac{1}{2}\). 2 \(\frac{1}{2}\). 2 \(\frac{1}{2}\). 1 \(\frac{1}{2}\). 2 \(\frac{1}{2}\). 1 \(\frac{1}{2}\). 2 \(\frac{1}{2}\). 1 \(\frac{1}{2}\). 2 \(\frac{1}{2}\). 1 \(5 64	. 1. 5
7 •	21. Profit and Loss in Company \(\frac{1}{2}\) for Randoll Rice, and \(\frac{1}{2}\) for me, debitor to Profit and Loss proper l'. 2. 11. 11 \(\text{th}\) for Brokage of the said remise at \(\frac{1}{2}\) per Cent. being l'. 564. 15. 7 \(\text{th}\). is-l'.—14. 2. And for my Provision of l'. 566. 13. 4 \(\text{th}\) at \(\frac{1}{2}\) per Centum, producing \(-\frac{1}{2}\). 17. 9.		iiti
6.	22. Randoll Rice his account Currant Debitor to dito Randoll his account by me in company ?. 225. 12. 7 to. for my ?. 7564. 1. 5 to. now remitted, and are my part of the Sayes standing in Gredit of the said account Currant: being	225	- [2· j
7 .	23. Dito Randoll my Interest-account debitor to Randoll his account by me in company 1.112.16.3 n. for the difference between 1.225.12.7 n. laid out as above for me; and 1.338.8.10 n. his \frac{1}{2} in this remise: which difference I disburse for him to make his summ compleat, being		16.3
5 •	24. Dito Randoll upon Interest, debitor to Interest-reckoning 1.2.5.2 to for 3 months forbearance of 1.112.16.3 to at 8 per Cent. is		. 5. 2
	The 30. day of January. 1633.		
3 .	25. George Pinch-backe Debitor to Kettles l'.75.—8 h. for 5 Barrels, No Weight, and Tarre, as in the 3. parcell: amounting at l'.6. 15 h. per C. Ready-money, unto	75	8
3 .	26. Dito: Debitor to Cash 1.135. 19. 8 th. for so much paid him which was to stand out 6 months: the Accommodation is—		
3 ·	27. Dito: Debitor to Interest-reckoning Y.4. 19. 8 B. for 5½ months discount of Y. 216. at 8 per C. paid before the time—	135	19.8

	An. 1633. Feb. 9. in London. Fol. (4	L	នី :	ö
3 •	28 Junes Wilkinson debitor to Jacob Symonson his account of Cuchinelia l'. 1580. 10. B. for 3 Barrels of Misteca, No Weight: viz. No 1. poize 217 lb. tarr. 19 lb. English 2. ————————————————————————————————————	1580	10-	
4 .	29. Jacob Symonson his account Currant, debitor to James Wilkinson Y. 956. 8. 7 B. for that the said James (his own due of Y. 624. 1. 5 B. being deducted) by order of the said Jacob, detaineth it in his own hands: the remainer being	.956	.8	-7
3.	30 Dito Ficob his account of Cuchanelia, debitor to Cash?. 5. 4 % for Brokage of l'. 1580. 108. at \ per C. is	. 5	. 5	-4
7 •	31. Dito Jacob his Cuchineille debitor to Profit and Loss ?.31. 12. 20, for my provision of ?. 1580, 108 at 2 per C. being	31	12	. 2
3.	32. Dito Cuchincille debitor to Jacob Symonson his account Currant?. 1539. 14. 100 for the neat proceed of sales, with 11th advance upon English weight, producing here, charges, and provision deducted, the summ of	1539	14	10
	The 17. day of February. 1633.			ı
2. 3·	33. Jacob Symonson his account Currant debitor to dito Jacob my account of Ready-money l'.110.17.2 th. for 131.1224, 19.8 pendrawn by him upon me for his account; the value of himself, in Bills dated the 20 passado; payable here at usance by, and unto my self for my account (Brokage, and his Provision deducted) exchange at 36 to the produceth here	110	17	. 2
7 · 3 ·	34. Profit and Loss debitor to Jacob Symonson my account of Ready-money 1.—10.1 v. for yl. 5.—8 pen. by him detained for Brokage and Provision; being at 33 v. 4 v.		01	. I
	The 21. day of February. 1633.			
8.	35. Voyage to Lisborn, configned to Diego del Varino, being in company \(\frac{1}{2}\) for \(\frac{1}{2}\) cob \(Symon\) for, and \(\frac{1}{2}\) for me, debitor to Cass, \(\frac{1}{2}\). 594 for \(96\) Pieces of \(Colchester\) black Bayes, of feveral forts and prices, bought of \(\frac{1}{2}\) ames \(Wilkin\) for: the same I have shipt by Captain \(Solomon's\) conduct to the said \(Diego,\) to sell for our company account: my payment is	594		
	36. Jacob Symonson his account Current debitor to dito Jacob his account by me in company 1.396. for his tof my payment of the stid Bayes, and charges, which he is to allow me present money; being	396		
	Jacob			

	An. 1633. Feb. 27. in London. (5	L	* 1
2 .	37. Jacob Symonson his account Currant, Debitor to Kersies in company \(\frac{1}{2} \) for him, and \(\frac{1}{2} \) for me \(\frac{1}{2} \). 637. 10\(\frac{1}{2} \). for 150 Pieces in his behalf, and for his use, sold to \(\frac{1}{2} \) ames \(Wilkinson \) at \(\frac{1}{2} \).4.		
4 ·	5 \$. Ready-money	637	10-
5 .	38. Dito, his account by me in company, Debitor to dito his account Currant 1.212. 10 \$\vec{x}\$, for his \$\frac{1}{2}\$ of the principal made good against his charge; being	212	10
2.	39. Cash Debitor to Jacob Symonson his account Currant ?.328. 10 3. 11 3. received of James Wilkinson to clear the account Currant of the said Jacob, to this day: the receipt is	328	10 [1
	The 5. day of March. 1633.		
8.	40. Jacob Symonson my account of Time, Debitor to Voyage to Amsterdam, configned to dito Jacob l. 286. 2.6 f. for sales of 60 dozens, as by his Letters dated the 20 passage. To Simon Sweeting 30 Piece: at gl. 45. 7.8 pen. per Piece, Ready-money, are per Piece, Ready-money, are gl. 1361. 5. To Leonard Lodder 30 Ps. at gl. 50. for 6 months - gl. 1500. —. gl. 2861. 5 stup. Exchange at 33 sh. 4 f. is here	294	.2.6
3 .	41. Dito Jacob my account of Ready money, Debitor to my account of Time l'. 136. 2.6 v. for gl. 1361. 5 ftuy. by him received; reduced at 33 fh. 4 v. maketh here		.2.6
8.	42. Dansieke-Exchange in company for Arthur Mumperson there, and me, each ½ Debitor to Jacob Symonson my account of Ready-money l. 136. for 1722 Florins, 20 gros, according to my order remitted to run upon exchange between the said Arthur and me ½ gain and loss: payable 14 days after sight by George Gregory, the value delivered the 24 passado to Peter Jacobs. at 228 gros, each Flem his payment is gl. 1360. are here at 33 sl. 4 v.	136	
	The 13. day of March. 1633.		
. 8	43. Dansicke-Exchange in company for Arthur Mumperson there, and me each ½, Debitor to Cash 1.200. for 2666 Florins. 20 gros, remitted in Bills of Steven Jourdane; payable after 16 days fight by Herman Helder; at 240 gros for 12 sh. my pay-		
	ment is	200	
4 ·	44. Kersies in Company \frac{1}{3} for Jacob Symonson, and \frac{1}{3} for me, debitor to Cash l'.2. 2. 6 \textit{\varphi}. for Brokage of l'.637. 10 \textit{\varphi}. at \frac{1}{3} per \textbf{C}. are-	2	.2.6
7 •	45. Dito, To Profit and Loss l'.128. 5\$\vec{v}\$, for the ensuing particulars, viz. for Ware-house-room of 150 Ps. at 2\$\vec{v}\$. — l'. 1. 5.— For my provision of Sales at 2 per Centum — l'. 12.15.— For my \(\frac{1}{3}\) gains of l'.171. 7. 6\$\vec{v}\$ produceth — l'.114. 5.—	128	¥
5 .	46. Dito, To Jacob Symon fon his account by me in company 1.57. 2. 6 th. for his \(\frac{1}{3} \) of 1.171.7.6 th. gained by the faid Kersies, being- L Jacob	57	. 2 . 6

	6) An. 1633. March 13. in London.	L	Š	D
8.	47. Jacob Symonson his account of Cambrix-cloth, debitor to Cash 1.4.7 5. for charges done at the receipt of 60 Pieces, received by Shipper John Claeson, to sell for the account of dito Jacob: custome, freight, and other charges appearing in my book of petties, are		4.7	
9 · 6 ·	48. Jacob Symonson at Amsterdam for company Randoll Rice \frac{3}{5}, and \frac{3}{5} for me, Debitor to Jean du Boys at Roan, for company Randoll Rice \frac{3}{5}, and \frac{3}{5} me \frac{1}{5}.300. for 1000 \tilde{\tilde{w}}. by diro Jean remitted for company use; payable at \frac{1}{2} usance by Peter Frat in Bills of Darius de Batts: dated the 25. passado, his remise at 124\tilde{v}. are \text{gl. 3100. and here at 72 \tilde{v}.	30	0	
	The 21. day of March. 1633.			
2 . I .	49. Jacob Symonson his account Currant, Debitor to Wares 1.300. for 60 Leeds Dozens, sold and shipt to him by John Claeson: price 51. per Piece at 1 months time, produceth	3C	0 -	
•	50. Dito to Cash for charges, as by my book of petries at large appeareth, are		9 - ;	7
).	51. Figs in Company \(\frac{2}{5} \) for Randoll Rice, and \(\frac{2}{5} \) me, Debitor to Diego del Varino at Lisborn, for company of dito Randoll \(\frac{2}{5} \), and \(\frac{2}{5} \) me, our account of Ready-money \(\frac{2}{5} \). 426.4.6 \(\frac{1}{15} \). for 1576 Pieces received by Shipper Jonas Jackson for our company account \(\frac{2}{5} \) which cost him there Ready-money, with charges, 681 \(\frac{2}{5} \). 960 Reaze, reduced at 400. for 5\(\frac{1}{5} \). are	42	6	4.
	52. Dito Figs Debitor to Cash 1.8.7.9 th. for freight, custome and other particulars, as by my book of Petties —		8.	7.
	53. Randoll Rice his account Currant, Debitor to dito his account by me in company, for his \(\frac{1}{2} \) of the charges, which are—	•	5-	
0.	54. James Wilkinson Debitor to Promise-reckoning l'.314.3. 45. for a bargain of 10 chests of Sugar bought of him; coming as by the tenour of his Advice-letter from Lisborn; the weight C. 51.3.4th. which I am to receive, according to the Invoice; free of all charges here, the known weight at 135. per pound, is	2.1	4.	7
	. The 29. day of March. 1634.	2,	1	5.
0.	55. Hendrick wander Linden 1, John van Does 1. Jaques Reinst 1, their account of commodities Debitor to Cath, 1 12.5 v. for portage by me paid upon the Receipt of the ensuring goods received from the hands of James Wilkinson, to sell for account of the above-named Company; all other charges are by him defrayed: the particulars of the commodities are,			
		1		1

	Anno 1633. March 29. in London. (7	L	ŝ	Ó
	160 Picces of Figgs 15 Butts of Allegant 4 Bales of Pepper, poize 1468 th. The Portridge onely paid by me, is	•——	12	. 5
10.	56. Hendrick vander Linden 1, Johns van Does 1, Jaques Reynst 1, their account of Ready-money, debitor to dito company their account of commodities?—12.5 % for the charges thus carried, because they are to repay me present money		I 2	. 5
8.	57. George Pinch-backe debitor to Danslek Exchange in company for Arthur Mumperson there; and me each ½ 1.401. 15. 8 v. for 5000 Florins remitted me in Bills of Robert Brames, dated the 2. piesent, payable at 10 days fight by dito George, exchange at 224 gros, is here	401	15	. 8
9.	58. Jacob Symonson for the company of Randoll Rice \$\frac{1}{2}\$, and \$\frac{1}{2}\$ me, debitor to Jean du Boys for company of dito Randoll \$\frac{1}{2}\$, and \$\frac{1}{2}\$ me, 1.342. 1.9 \$\frac{1}{2}\$, for \$\tilde{1}\$. 1140. 17. 8 \$\frac{1}{2}\$. remitted in full of account for dito company; payable by Peter du Boys at usance: the value in his own Bills dated the 28. of February: exchange at 123 \$\frac{1}{2}\$. are \$\frac{1}{2}\$1.3506. 8 ftup. the remise at 72 \$\frac{1}{2}\$. is here	34 2	. 1	. 9
7.	59. Profit and Loss in company \(\frac{3}{2}\) for Randoll Rice, and \(\frac{1}{2}\) for me debitor to Jean dn Boys for dito company \(\frac{1}{2}\). 2. 11. 3\(\vec{1}\). for these particulars following: viz. Brokage of \(\vec{1}\). 1141. 40. 9\(\vec{1}\). at \(\frac{1}{2}\) per C. \(\vec{1}\). 7. 9.9. \(\vec{1}\). 8. 32. 10\(\vec{1}\). at 72\(\vec{1}\). per \(\vec{1}\). are here	2	11	. 3
	The 7. day of April 1634.			
10.	60. Silver debitor to Jean du Boys my account Currant?. 560. 17\$\vec{v}\$ for \(\vec{w}\). 1869. 23.4\$\vec{v}\$. costs and charges of 8 Barres received by the Star of Amsterdim for my account: weighing as per Invoice 219 M. 40\$\vec{v}\$. at 22 livres, 6 sous per Mark, are liv. 5608. 10 sous reduced at 2 sh. per livre, are	5 60	17	
10.	6t. Dito to Cash for custome and other charges, as by the book of petries at large appeareth, being	4	. 7	. 2
2 · 5 ·	62. Jean du Boys my account Currant, debitor to dito Jean my Interest-account P. 123. 45. for w. 410. 40 fous, by him detained upon Deposito since the 4. of January, compared with the 14. thereof, and now due, being	123	, *	
10.	63. Promise-reckoning debitor to James Wilkinson V. 250. con- descended at 8 per Cent. for 4 months to let him have at Deposito	250		
8.	64 Dinsick-exchange ½ in company for Arthur Mumperson there, debitor to Jacob Symonson at Amsterdam his account Currant 1.303. 7.6 \(\text{B}\). for 3987 Florins, 15 gros; remitted him in Bills of my self, payable 19 days after sight by Hendrick Holster for the account of dito Jacob at 232 gros: my remise is 1. 2 65. Dan-	309	. 7	, 6

	8) An. 1634. April 7. in London.	L	ŝ	15
3 •	65. Dinfick Exchange in company & for Arthur Mumperson there, Debitor to Ficol Wilkinson, I say, to Jacob Symonson my account of Ready-money 1.148. 65. for 1907 Florins, 26 gro; remitted him in mine own Bills, exchange at 232 gros; payable 25 days after fight by Hendricke Hollter for Jacob Symonson up on my account; being the product of 30 Dozens, as in the 5 pullado; discounted at 8 per C. for 2 months: the remise are 11.1480. 5 stup. at 335. 40. is here	148		
3 ·	66. Jacob Symonson my account of Ready-money, dibitor to dito Jacob my account of Time 1.150. for the fil. 1500. as in dato 5 passudo, discounted at 8 per C. for 2 months, is at 33\$.4\$\tilde{v}\$.—	150		
<u>4·</u> 3·	67. Voyage to Amsterdam, configned to Jacob Symonson. Debitor to dito Jacob my account of Ready-money V.1. 19 §. 6. v. for 19 gl. 15. stip. discount of the 1500 gl. at time, and price as above, being at 33 v. 4 v.		1 15	
	The 15. day of April. 1634.			
9.	68. Voyage to Antwerp, configned to Thomas Trust, being for company Randoll Rice \(\frac{3}{5}\), and \(\frac{1}{5}\) for me, debitor to \(\frac{1}{3}\) uob Symon-son for dito company \(\frac{1}{3}\). 1104. 12\(\frac{1}{5}\), and is for the entuing commo dities bought \(\frac{1}{4}\) Ready-money, and \(\frac{1}{4}\) at 2 months: the same he hath sent their 4 present to the said Thomas, to sell for our company account; the particulars are: viz. 30 Butts of Serrese at 40'. Flem. \(\frac{1}{3}\) 1. 1200. 8 Bales of Pepper, weight 2720 th. at 25\(\frac{1}{6}\). 1. 283.6.8. 19 Last 24 M. 3 schep. of Wheat, at 60 sgl. \(\frac{1}{3}\). 316 More, for his charges, and provision, as by his account \(\frac{1}{3}\). 41. 13.4.			
	l. 1841. Flem. reduced at 3 l. are in sterl.	HIC	11:	2
11.	69. Diego del Varino at Lisborn, for company of Randoll Rice \$\frac{3}{2}\$ and \$\frac{3}{2}\$ for me; our account of Time, debitor to Voyage to Lisborn, configned to dito Diego for the faid company \$\frac{3}{2}\$ and \$\frac{3}{2}\$ i. 605. for the fale of 100 double Sayes, as by his Letters dated the 17. paffido, fold to Pedro del Cauzo, at 22 per Piece, viz. 73 Pieces Ready-money, produceth——Duck. 1606. 27 Pieces to stand out 2 months, are — Duck. 594.			
	Duckets 2200. at 440 Reaze per Ducket, are 968 Q. coo. Reaze. Reduced at 66 v. per Ducket, are here —	60	5	
9.	70. Dito Diego for company $\frac{1}{2}$ and $\frac{1}{2}$, our account of Readymoney, debitor to Diego for the same company; our account of Time l'.441. 13 \(\textit{B}\). for 7060. 640 Reaze, received for the 73 Pieces, which we are to have present money, being			3 -
7 .	71. Jacob Symonson my account by him in company debitor to Profit and Loss l'. 50. for 11. 500. gained for my part by our company Stock, begun in July 1633. the summ at 33 \(\tilde{8}\). 4 \(\tilde{1}\). is—		0-	
11.	72. Amsterdam-Exchange being, I say, Andrew Hitchcocke, de- bitor to Amsterdam-exchange, being in company for Jacob Symon for			

	Anno 1634. April 15. in London. (9	1	ទីក្ខ
	fon and me each & l'. 504, 19. 6 h. for fil. 5580, being fil. 2290, my first laid in Principal: 500 fil. gains, and 2790 fil. his part: remitted me at 36 h. 10 h. in Bills of Peter Snap dated their 3, present: payable at usince by the before-named Andrem; appointed onely to run upon Exchange for company use: the same Exchange deducted, produceth fil. 5049. 15 sty, at 23 h. 4 h. is—		
		504	19.6
5 .	73. Amfterdam Exchange ! in company for Jacob Symonson debitor to Jacob Symonson his account by me in company ?.279. for his ! of the remise due to him, exchange at 335. 45. is here	279	
2.	74. Dito Exchange debitor to Jacob Symonson my account by him in company 1.279. for gl. 2790. my \(\frac{1}{2}\) of the remite due to me is at 33\(\vec{3}\) 4\(\vec{0}\).	279	
	The 22. day of April. 1634.		
2 .	75. Jean du Boys my account Cutrant debitor to George Pinchbacke l'. 393. 13. 6 g. for K. 1499. 43. 4g. drawn upon me (inclu-		
3.	ding 41 %, for Brokage and Provition of Traid and Silver) in Bills dated their 23, of March: payable at \(\frac{1}{2}\) utance; exchange at 63 \(\tilde{0}\), are here	393	13.6
10.	76. Silver debitor to Jean du Boys my account Current P. 12. 63. for 41 %, due to him for Erokage, and provision of Ex-		
	change and Silver, is here at 72 v.	12	.6 →
3 .	77. Cash debitor to George Pinch-backe l' 9. 11. 2 h. received of him to clear the parcell, provided 29 \$\vec{z}\$. is included, being forbearance of my money; the receipt is	• 9	11.2
3 .	78. George Pinch backe debitor to Interest-reckoning l'. 1. 9 s. for allowance-money agreed upon, being	. 1	. 9
	79. Arthur Mumperson at Dansleke my account by him in company debitor to Dansleke-exchange in company for die Ar-		
8.	thur V.413. 11. 9 %. for 5284 Florins, 21 gros, remitted him in mine own Bills, to be there imployed for my part of Stock now erected: by which he is to lay in the like fumm; this being payable at fight, by, and unto himself for our company account at		
	230 gros: the remife is here	413	11.9
8.	80. Dinsicke-exchange \(\frac{1}{2} \) in company for Arthur Mumperson there, debitor to Arthur Mumperson my account by him in com-		
12.	pany Y. 10. 19. 8th for 140 Florins 10 gros, 5 pinninghen (of 18 to a gros) remitted him in mine own Bills, being his part of company gains here: the value discountable at fight in his own		
	hands; exchange at 230 gros, is here		19.8.
7 .	81. Dito Exchange debitor to Profit and Loss for my gains—	10	19.9
	The 30. day of April. 1634.		
	82. Jacob Symonson for company of Randoll Rice 3, and 3 me, debitor		

	10) Anno 1634. Afril 30. in London.	L	S 3
9.	debitor to Andrew Hitchcocke V. 158. 4. 9 v. for pl. 1740. 12 fluy ordered me upon fight of his Letter 10 pay to the faid Andrew, being part of bought Wares for dito company, as in the 15. prefent; exchange at 36 v. is here	158	4.9
6.	83. Randoll Rice his account Current, Debitor to dito Randoll his account by me in company 1.94.18.100. for his 3 of the faid Exchange paid Andrew Hitchcocke, being	94	1810
4.	84. James Wilkinson Debitor to Andraw Hitchcocke l'. 250. by my order paid to John Sharpe for the use of the said James: being promised him upon deposito the 7. present, the ordered summis—	250	
5 .	85. Dito to Interest-reckoning 1.6.13.43 for the forbearance of the said 250 s. the time of 4 months at 8 per C. is	.6	13.4
10.	86. Dito to Promise-reckoning V. 250. for the performance of the Promise made the 7. present, being	250	
<u> </u>	87. Andrew Hitchcock Debitor to Interest-reckoning s. 2. 11. 85. for s. 96. 14. 95. detained upon Interest, being the Remainer of an Exchange, as in the 15. present; the solbearance of which at 8 per C. soc 4 months produceth	2	11.8
	The 8. day of May. 1634.	Ť,	
4 .	88. James Wilkinson Debitor to Promise-reckoning l' 200. for our agreement of the said value for Andrew Hitchcocke's use at 8 per C. for 4 months, upon mine own Bond: the summ is	200	
9.	89. Cash Debitor to Figs in company \(\frac{3}{2}\) Randoll Rice, \(\frac{3}{2}\) mel'.525. for 1500 Pieces fold to George Pinch-backe at 7\) per Piece; my Receipt is	525	
6.	90. Randoll Rice his account by me in company, Debitor to dito Randoll his account Currant V.315. for his \} of the received fumm for Figs, being	315	
6.	91. Dito His account Currant Debitor to Randoll my Interestaccount ?. 115.1.5 f. being for Money paid for himupon companyaccount the 23.0f January: the summ now due is with Interest—	115	.1.5
· I.	92. Dito His account Currant debitor to Cash 1'.99, 19.15. paid to the said Randoll in sull of 1'. 315. due upon this sale, the summ is	99	19.1
· 4 · 3 ·	93. Jacob Symonson my account of Ready-money Debitor to Voyage to Amsterdam, configned to the said Jacob 1'. 200. for sale of 40 Dozens, sold to Jasper Cop for Ready-money; producing at 50 gl. per Piece to gl. 2000 are at 33 \(\bar{v} \) 4 \(\bar{v} \).	200	
3 .	94. Andrew Hitchcocke Debitor to Jacob Symonson my account of Ready-money l'. 171. 85. 40. being for a Remise of gl 1877.		

	Anno 1634. May 8. in London. (11)		15
	his own Bills dated there 8. prefent: payable at usance, ex- nange 365.65. is here	171	.8
fo	95. Voyage to Amsterdam, configured to Jacob Symonion, De- itor to Jacob Symonson my account of Ready-money 1. 12. 6 g. or gl. 123. being Ware-house-room, Brokage and Provision of the said Dozens, is here at 33. 4 g.	12	.6
_	The 13. day of May. 1634.		
le	96. Promise reckoning Debitor to George Pinch backe 1.338. 85. for the bargain of Sugar agreed upon with James Wilkington the 21. of March now transported to him, whether more or ess; the same he is to pay me 2 months after his receipt: the nown weight at 145. per 15. produceth	338	.6
ir d	97. Amsterdam Exchange being in company \frace for Jacob Symon- m Debitor to Cash ?. 504. 19.6 fo. for the value at 38 for 50 being fil. 5781. 19 stup. remitted him in Bills of Richard Symonson, ated (and omitted to enter) the 27. passado: payable at usance y the said Richard, or Assigns; the here remitted summ at 33 for the file Richard, or Assigns; the here remitted summ at 33 for the file Richard, or Assigns; the here remitted summ at 33 for the file Richard, or Assigns; the here remitted summ at 33 for the file Richard, or Assigns; the here remitted summ at 35 for the value at 38 for the value a	504	19
I	98. Jacob Symonson his account by me in company, Debitor of Amsterdam Exchange \frac{1}{2} in company with dito Jacob l'. 289. 1. 1 \(\vec{n} \). And is for his \(\frac{1}{2} \) of the exchange now remitted to him, being at 33 \vec{n} \).	289	1.
I	99. Jacob Symonson my account by him in company, Debitor of Amsterdam-exchange in company with dito Jacob 1.289. 1. 15 for my is of the gl. now remitted, being gl. 2890. 19. 8 pcn. nd are at 335. 45. here	289	. 1
-	The 22. day of May. 1634.		
	100. Andrew Hitchcocke Debitor to James Wilkinson Y. 205. 6. 8 b. whereof mine Assignment is 200 Y. and Y. 5. 6. 8 b. for Interest lue to the said James: I being bound for Andrew; the whole is—	205	
-	101. Promise reckoning Debitor to James Wilkinson V. 200. for accomplishing the summ promised the 8. present, being	200	
	102. George Pinch-backe Debitor to James Wilkinson Y. 471. 5 5. for 15 chests of Sugar delivered the said George, poize 77. C.2. 20 th. producing at 13 0. per pound to	47	1
	103. Dito George Debitor to Profit and Loss l'. 36. 5 \$\vec{g}\$. for advance upon my bargain at 1 \$\vec{b}\$. per pound, produceth	• 3	6
	104. Dito George Debitor to Promise-reckoning l'. 338. 6. 8 f. for the performance of my Promise made the 13. present, accomplished now by James Wilkinson with an over-plus, the summ was-		8.6

105. James

	12) An. 1634. May 22. in London.	L	\$ 0
4 .	105. James Wilkinson Debitor to Silver V. 574. 1. 1 to for 8 barres, weighing 1733 of delivered, and part discounted against Sugar, the Silver at 6 to 7.7 to produceth	574	. г. в
4 .	106. Cash Debitor to James Wilkinson V. 102. 16. 1 v. received of him to clear the trucke: the receipt is	102	16.1
4 .	107. Promise-reckoning debitor to James Wilkinson 1.314.3.40. for his performance of agreement made March 21, producing—	314	.3.4
18	The 31. day of May. 1634.		
9.	108. Figs in Company \$\frac{1}{2}\$ for Randoll Rice, and \$\frac{1}{2}\$ for me debitor to Diego del Varino for the company of dito Randoll \$\frac{1}{2}\$, and \$\frac{1}{2}\$ me, \$\frac{1}{2}\$. 154. 11. 6 \$\frac{1}{2}\$. for 572 Pieces received by John Thomfon Shipper, being in full of Sayes fold for our account; the same cost there 247 \cup . 320 Reaze, which produce here		11.6
9.	109. Diego del Varino for the company of Randoll Rice \(\), and \(\frac{1}{2} \) for me; our account of Ready-money debitor to dito Diego for the faid company, our account of Time \(\frac{1}{2} \). 7 \(\frac{1}{2} \). 6 for 261 \(\cdot \cdot \). 360 Reaze now made good to us in the Figs; and therefore I transport the same to the Ready-mony against the received Figs, being-		3 - 7 -
5.	110. Voyage to Lisborn configned to Diego del Varino, being in company $\frac{3}{2}$ for Randoll Rice, and $\frac{3}{2}$ for me, Debitor to dito Diego for the said company, our account of Ready-money 1.24. 4 $\frac{3}{2}$ for 380. 720 Reaze due to him for provision and charges of the whole passage at 4 per C. are here at 400 for 5 $\frac{3}{2}$.	f	1.4-
	The 7. day of June. 1634.		
12.	to Diego his account of Cash 1.25.10.7% for charges done at the receipt of 270 Frails of Figs; and 300 Pieces of Raisons Solis, received by John Thomson Shipper, to sell for the account of dite Diego: custome, freight, and other petties, as by my book, are—		5.10.7
12.	112. Diego del Varino his account of Cash, Dr. to Cash properl'.25.10.7 v. for the charges paid out of my money for him, being-	r	5 10 . 7
9.	113. Figs in Company $\frac{3}{2}$ for Randoll Rice, and $\frac{3}{2}$ for me, Debitor to Cash l'. 23. 8. 9 % for charges done at the receipt of 572 Pieces, particulars, as in my book of petties, amount unto	2	. 8.9
9.	114. J. Loob Symonson for company \(\frac{3}{2}\) Randoll Rice, and \(\frac{1}{2}\) me Debitor to Andrew Hitchcocke \(\frac{1}{2}\). 244. 5\(\vec{1}{2}\). for \(\vec{1}{2}\). 2699. ordered me upon fight of his Letter to pay unto the said Andrew, being it full of bought Wares for dito company, as in date 15 passados Exchange at 36\(\vec{1}{2}\). 16\(\vec{1}\). is here	1	1.5
11.	115. Andrew Hitchcock Debitor to James Wilkinson 1.72.16.8 to I say, Debitor to Cash 1.72.16.8 to for so much by his order paid unto James Wilkinson to clear the Exchange; my payment is	1	2 16.8
6.	his account by me in company 1.146.11 \$\vec{g}\$, for his \$\frac{3}{5}\$ of my prefer	-	

	Anna 160 : Glava - in Touday	1 3	S D	
	Anno 1634. June 7. in London. (13		3	
	fent payment for Company use, being	146	11-	,
	117. Thomas Trust at Antwerp for company of Randoll Rice 3,			
12.	and 3 for me, our account of Time, Debitor to Voyage to Antwerp, configned to dito Thomas for our company 3, and 3, 1. 1515.			
10.	75. for the ensuing Wares fold by him: the particulars are, viz. 8 Bales of Pepper, producing clear Ready-			
	money, as by the account nl. 2753. 9.4.			
	30 Butts of Serrefe to Jaques Gerritson; part at 2 months, producing (whereof is recei-			
	yed) as by the account, clear money — gl.12400.— gl. 15153. 9. 4 pen. reduced at 10 gl. or 33\$. 4\$\tilde{v}\$. are			
•		1515	17	
13.	Ready-money, Debitor to the faid <i>Thomas</i> for company $R.R.\frac{3}{2}$, and $\frac{1}{2}$ me, our account of Time ?. 1102.—4 $\frac{1}{2}$. for $\frac{1}{2}$!. 11020. 3.			
12.		1102		
	The 15. day of June. 1634.			
	119. Debitors to Jacob Symonson his account of Cambrix-cloth			
	l'.405. for 60 Pieces fold jointly to the ensuing parties, at 6 l'. 15 g. upon an equal share, at 4 months time: viz.			
4 ·	James Wilkinson 20 Pieces —— l'. 135. George Pinchback 20 Pieces —— l'. 135.			
11.	Andrew Hitchcock 20 Pieces—— 1.135. The Rule in the 244 place is contradicted.	405		
8.	Description of the second seco			
8.	120. Jacob Symonson his account of Cambrix-cloth, debitor to Cash l. 1. 75. for Brokage of l. 405. at \frac{1}{2} per Centum, is	. , 1	, 7	
	121. Dito to Profit and Loss 1.8. 12 g. for the ensuing particulars: viz.			
7 .	For Ware-house-room at 2 th per Piece l'.—10.? For Provision of Sales at 2 per C. — l'. 8. 2.	.8	12	
	CANADAMENTAL PROPERTY CONTRACTOR STATES AND STATES ASSESSED ASSESS			
2	122. Dito to Jucob Symonson his account Current l'. 390. 14 g. for the neat proceed made good there, without my prejudice of			
÷ .	Debts, yet standing out upon 4 months time: the summ now transported is	390	14-	
	123. Jean du Boys for company Randoll Rice 3, and 3 for me,			
6.	our account Currant, Debitor to Thomas Trust for dito company \(\frac{1}{2}\), and \(\frac{1}{2}\) our account of Ready-money \(\frac{1}{2}\). 1092. 17. 10 \(\frac{1}{2}\). for			
13.	nl. 11020. remitted in his own Bills, dated their 2 prefent: payable by and unto himself; exchange at 121 b. are %.36.42. 58.			
	6 å. and here at 72 å.	1092	17 10	
	The 23. day of June. 1634.			
6.	124. Randoll Rice his account Currant, Debitor to Diego			
12.	del Varino his account of Fiuits 1.541.45. 90. for feveral forts fold him, paying 1.380. now the remainer at 2 months, viz.			
	101d him, paying 1.300, how the remainer at 2 months, 572.		1.	

	A Company of the Comp			
	14) Anno 1634. June 23. in London.	L	ŝ	Ó
	270 Pieces of Figs tapnets, poi. 67. C.2. q ^{rs.} at 50 \$ l'.168.15. 300 Pieces of Raisons Solis, poi. 225. C.3. q ^{rs.} at 33 \$ l'.372.9.9.	541	. 4	.9
6.	125. Diego del Varino his account of Cash Debitor to Randoll Rice his account Currant l'. 380. received now in part of the fruits, being	380		
1 .	126. Cash Debitor to Diego del Varino his account of Cash, l'.25. 10. 7th. and is for so much by me paid the 7. present upon the receipt of his fruits, and now taken back; being —	25	10	. 7
12.	127. Diego del Varino his account of Fruits debitor to dito his account of Cash l'. 15. 11. 6 th. for the ensuing particulars, to wit, Brokage at 1 th. per Piece ————l'. 2. 7.6. Ware-house at 1 th. per Piece ———l'. 2. 7.6. Provision of Sales at 2 per C. ——l'. 10.16.6.——	15		. 6
12.	128. Dito account of Fruits debitor to Diego del Varino his account Currant 1.500. 2.8 n. for the neat proceed made good there without my prejudice of unreceived Debts; the transport is—	500	. 2	. 8
7 .	129. Cash debitor to Profit and Loss 1.13. 45. for Ware-house-room and provision of fruits, as above; taken out of his Cash, producing	. 13	•4	
6.	130. Randoll Rice his account Currant debitor to Amfterdam- Exchange for company of Jacob Symonson and me, each ½ 1. 530. 9. 1 v. for yl. 5781. 19 stup. remitted me at 36 v. 4 v. in Bills of Peter Plomp, dated their 8. present; payable by the said Randoll at usance: the same (exchange deducted) produceth yl. 5304. 11 stup. is here at 33 v. 4 v.	530	.9	. I
5 .	me each \(\frac{1}{2}\), Debitor to \(\frac{1}{2}\) acob \(\frac{1}{2}\) monsion and me each \(\frac{1}{2}\), Debitor to \(\frac{1}{2}\) acob \(\frac{1}{2}\) monsion his account by me in company \(\frac{1}{2}\). 289. 1.11 \(\text{i}\), for his one half of the now remitted guilders, being at 33 \(\text{5}\).	289		
2.	132. Dito to Jacob Symonson my account by him in company 1.289. 1.11 b. for gl. 2890. 19.8 pen. being the moity of the now remise, at 33 a.4 b. is here	289	. 1	Τĸ
13.	The 2. day of July. 1634. 133. Figs in Company \(\frac{1}{2} \) for Jacob Symonson, and \(\frac{1}{2} \) for me, debitor to Voyage to Lisborn, configned to Diego del Varino, being in company for Jacob Symonson \(\frac{1}{2} \), and \(\frac{1}{2} \) for me \(\frac{1}{2} \). 13.4\(\frac{1}{2} \), for 2908. Pieces received by Richard Munt in Returns of 96 Bayes fold at 31 Duckets Ready-money; his charges and provision at 4 per C. being deducted, produceth here	7 ⁸ 5	13	. 4
3 .	134. Cash debitor to George Pinch-back 1.485. 6.5 5. received of Isaac Symeock by my Catheer upon the Assignation of dito George in part of his Debt; the Assignment was	485	.6	. 5
0	135. Inte-1			

	Anno 1634. July 2. in London. (15	2 5 0
5 .	135. Interest-reckening Debitor to George Pinch backe 1.1.10 g for payment of his money before the Time, I abate of his debt	. 10
13.	136 Figs in company tor Jacob Symonson, and tor me, de-	
3 ·	bitor to George Pinch backe P. 20. 13. 7th. for charges of 2908 Pieces of Figs paid by him for our company use, which I allow back, being	2013.7
2 .	137. Jacob Symonfon his account Currant Debitor to dito Ja-	
5 .	cob his account by me in company l'. 13. 15. 7 n. for his? of the charges by me allowed George Pinch-backe in account, being —	13 15 . 7
11.	138. Amsterdum-Exchange for company Jacob Symonion, and me, each !, Debitor to Randoll Rice his account Current l'.530.9. 1 B. for pt 6020. 13 ffup remitted to Jacob Symonson in tall con	-
6.	clude of our company-exchange, payable at usance by Duniel Rice, at 37 \$ 100. the same (exchange deducted) produceth \$1.5304.11 fitty. and are here at 33\$.40.	530.9.1
5 ·	139. Just Symonson his account by me in company, debitor to Amsterd un-Exchange for company, Just and me, each & 1.301. — 8 ft. for & of the now remitted gilders, at 33 ft. 4 ft. is here—	301 - 8
2 . 11.	140. Dito Jucob my account by him in company, debitor to Amsterdam Exchange, as above 1.301.—8 \(\vec{v}\). for my \(\frac{1}{2}\) of the now remitted \(\vec{v}\). being 3010. 6.8 pen. at 33\(\vec{v}\). 4\(\vec{v}\). are here—	301 —. 8
5 .	141. Amferdam-Exchange for company Jacob Symonson and me, each ½, debitor to Jacob Symonson his account by me in company 1.22.—8 %. for 11.220.6.8 pen. gained for his part upon the Exchange, and are at 33 %. 4 %.	228
7 .	142. Dito, to Profit and Los l'. 22. — 80. for fil. 220. 6. 8 pen. being my part of gains, are here at 33 5. 40.	22 8
п	The 11. day of July. 1634.	
6.	143. Randoll Rice his account Current debitor to Figs in company \(\frac{1}{2} \) for dito Randoll, and \(\frac{1}{2} \) for me \(\frac{1}{2} \). 348.6 \(\frac{1}{2} \). for 648 Pieces fold him, being the full remainer, poize 162 C. at 43\(\frac{1}{2} \). per C.	•
9 •	Ready-money, is	348.6—
6.	144. Dito his account by me in company, Debitor to his account Currant P. 208. 19. 7 % for his of the fold Figs, being—	208 19.7
9 .	145. Figs in Company \(\frac{3}{5}\) for Randoll Rice, and \(\frac{5}{5}\) for me, Debitor to Profit and Loss \(\frac{1}{5}\). 114. 15. 5 \(\frac{1}{5}\) for Ware-house-room, Provision and extraordinary pains, agreed upon for \(-\frac{1}{5}\). 17. 10. \(-\frac{1}{5}\)	
	More, for my ½ of the gains, charges deducted is 1.97. 5. 5.	.11415-5
6.	146. Dito, to Randoll Rice his account by me in company, for his \(\frac{3}{5}\) of the gains upon the faid Figs, being	145 18 . 1
	147. Jucob Symonson his account Cuttant debitor to James Wil- M 2 kinson	

	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1			
	16) Anno 1634. July 11. in London.	L	s d	
4.	transported to the said Jumes towards cleaning of account, being	135		
4 •	148. Dito Jucob Debitot to George Pinch backe l'. 135. for the like debt transported by his order to the said Jumes Wilkinson, being	135		-
11.	149. Dito Jacob Debitor to Andrew Hitchcocke V. 135. for the like debt by his order transported to the said James Wilkinson, being	135		
2.	150. Cash Debitor to Jacob Symonson his account Current l'. 28. 15. 7 p. for Charges, Brokage, Ware house room and Provision, by me formerly charged upon his account of Cambrix, and now by order of Jacob Symonson received of James Wilkinson for the full clearing of this account; because the Wares were all sold upon time: my receipt is	28	.] .	7
	The 20. day of July. 1634.			
4 •	151. Andrew Hitchcock debitor to James Wilkinson 1.48.—. for my Assignation delivered him upon the said James, being—	48		
<u>5 ·</u>	152. Interest-reckening debitor to James Wilkinson 1.3.6.8 th. for forbearance of 2501'. paid 2 months before the time, concerning the which I allow him	3	.6.	8
6.	153. Diego del Varino his account Currant debitor to Randoll Rice his account Currant l'. 161. 4.9 %. for my Assignation delivered to Pedro del Varino, in full of Debt due to Diego from the said Randoll, being	161	.4.	9
12.	154 Dito his account Currant Debitor to Diego his account of Cath l'. 338. 17. 11 0 paid unto the faid Pedro to clear account in the behalf of Diego; the payment in full is	338	171	1
<u> </u>	. 155. Cash Debitor to Randoll Rice his account Currant i. 284. 16.8 i. received of him to clear this account; the summ of	284	16.	8
11.	156. Andrew Hitchcock Debitor to Hendrick wander Linden, and company, their account of commodities 1.193.19.80. for these Wares following, sold to him, paying now 1.100. the remainer at 6 months; to wit,			
	160 Pieces of Figs, poize 40 C. at 45 \$.——!'. 90.—.—	193	19.	8
<u> </u>	157. Cash Debitor to Andrew Hitchcock 1.100. for so much received of him, in part of sold Wares, being	100		
13.	158. Hendrick vander Linden, and company, their account of Commodities Debitor to dito company their account of Time 1.193.19.8 b. for the fold value carried to their time account, being as above appeareth	193	19.	8
	159. Dito		1	

	,	
	An. 1634. July 20. in London. (17	卫馬馬
13.	159. Dito Company their account of Time Debitor to their account of Ready-money V. 100. for so much received of Andrew Hitchcock in part of Wares, as above; the same I am to pay at their pleasure to them, or Assigns, being	100
٠,١	160. Wares Debitor to Profit and Loss l'. 92. 103. gained by the sale of 60 Dozens, and 90 Kersies	. 92 10 —
2.	by the sale of 5 Barrels. Loss 1.20. — 25. gained	20-2
2.	162. Jean du Boys at Roan my account Currant, Debitor to Profit and Los P. 56. 5. 65. gained by the Exchange	56.56
4 ·	163. Voyage to Amsterdam configured to Jacob Symonson debitor to Profit and Los Y. 111.17 \$\bar{g}\$ gained by the sale of 100 Dozens—	11117-
5 ·	164. Interest reckning Debitor to Profit and Loss V. 16. 6. 2 B. gained by this account	. 16 .62
7 ·	165. Profit and Loss Debitor to Jacob Symonson my account of Ready-money 1.25.—11 ii. for gl.1.5 stup. to short in account, and Loss by Exchange	
10.	166. Dito to Silver l'. 3. 9. 1 to lost by 8 Barres sold	.3.9.1
7 •	167. Voyage to Lisborn, configned to Diego del Varino for company \(\frac{3}{5}\) Randoll Rice, \(\frac{2}{5}\) me, debitor to Profit and Loss for dito company \(\frac{1}{5}\). 14. 2.8 \(\frac{1}{5}\). gained by the fale of 100 Sayes	14.28
6 .· 7 ·	168. Jean du Boys at Roan, for company of R. R. \frac{3}{5}, and \frac{3}{5} for me, our account Currant, Debitor to Profit and Loss for dito company i. 80. 11. 7 \frac{3}{5}. for so much gained by Exchange	80,11.7
8.	169. Voyage to Lisborn, configured to Diego del Varino for company Jacob Symonson \(\frac{1}{2}\) and \(\frac{1}{3}\) for me, Debitor to Jacob Symonson his account by me in company \(\frac{1}{2}\). 127. 15. 7 \(\frac{1}{2}\). for his \(\frac{1}{3}\) of \(\frac{1}{2}\). 191.	
5 ·	13. 4 v. gained by fale of 96 black Bayes, being 170. Dito Debitor to Profit and Loss V. 63. 17. 9 v. for my \frac{1}{3}	127157
7 •	gains by the faid Bayes, being 171. Jacob Symonson at Amsterdam for company R.R. 3, and	. 63 17 . 9
9:	for me, Debitor to Profit and Loss for dito company 1.60.—60. and is for so much gained by the Exchange, being	60-6
7 .	172. Voyage to Antwerp, configned to Thomas Trust, being for company R. R. \(\frac{3}{5}\), and \(\frac{1}{5}\) me, debitor to Profit and Loss for dito company 1.600. 7 \(\vec{B}\). gained by the sale of Wines and Pepper, as by the Factors account, amounting to	6007
7 ·	173. Profit and Loss in company \(\frac{3}{5}\) for R.R. and \(\frac{3}{5}\) for me, Debitor to Thomas Trust for dito company our account of Readymoney, \(\frac{1}{5}\). 9. 2. 6 \(\text{i}\). for 3 stuy. 9 pen. too short in account, and lost by Exchange	93 6
	174. Profit	1 1 1

	18) Anno 1634. July 20. in London.	L	ŝ	Ď
7 .	174. Profit and Loss in company 3 for R indoll Rice, and 3 for me, Debitor to Rimdoll Rice his account by me in company 1.444. 9 8 ft. for his 3 of 1.740. 16. 1 ft. being due to him by the division of this account 3 the summ is	444	.9	.8
7 .	175. Dito, to Profit and Los, for my part gains.	296	.6	. 5
13.	176. Balance Debitor to Jacob Symon fon at Amsterdam my account by him in company 1.301.—8 5. for gl. 3010. 6. 8 pendue to me by conclude of account, being	301		.8
6.	177. Dito, to Jean du Boys at Roan, for the company of Randoll Rice 3, and 5 for me, our account Current, V. 1092.17.10 for 3642. 6.58 fous, 60. due to the faid company by conclude of account, being	1092	17	10
10.	178. Dite, to Hendricke vander Linden ½, John van Does ½, Jaques Reinst ½, their account of commodities l'. 194. 12. 15. for 160 Pieces of Figs, 4 Bales of Pepper, 15 Butts of Allegant, being the whole Debit in Wares and Money, transported thus to have the account compleat in new books, as it standeth here, the money is	194	12	. I
10.	179. Dito, to Voyage to Antwerp, configned to Thomas Trust, being for company Randoll Rice \(\frac{3}{2}\), and \(\frac{3}{2}\) me, I'. 189. 12\(\vec{9}{2}\), for 19 Lasts, 24 Mudden, 3 scheples of Wheat, as in the 15. of April, and remain unfold, the same at 60 ggl. (of 28 stup.) per Last, is I'. 316. Flem. are at 33\vec{9}{2}\), 4\vec{0}\.	185	12	
11.	180. Dito, to Andrew Hitchcocke 1.446. 12. 90. and is for fo much due to me by conclude of account, being	446	12	. 9
12.	181. Dito, to Arthur Mumperson at Dansicke my account by him in company 1.402.12.18. for 5144 Florins, 10gros, 13 pen. Polish, due to me by conclude of account, being	402	12	. Į
12.	182. Dito, to Thomas Trust at Antwerp, for company of Randoll Rice 2, and 3 me, our account of Time 1.413.6.8 s. for \$1.4133.5.11 pen. due to us by conclude of account; upon our fime account, being	413	. 6	.8
13.	183. Dito, to Figs in company, for Jacob Symonson, and for me, 1.806.6.11 5 for 2908 Pieces unfold, cost with charges here, as by the account	806	.6	II
5 .	184. Jacob Symonfon at Amfterdam his account by me in com-			
13.	pany Debitor to Balance V. 512. 3.8 %. for so much due to him by conclude of this account, being	512	.3	8.
6.	185. Randoll Rice his account by me in company Debitor to Balance 1.991. 7. 6 b. for so much due to him upon this account-	991	.7	.6
10.	186. Hendrick vander Linden 1, John van Dacs!, Jaques Reinst!, their account of commodities, Debitor to Balance!. 194.			
	12.13.			

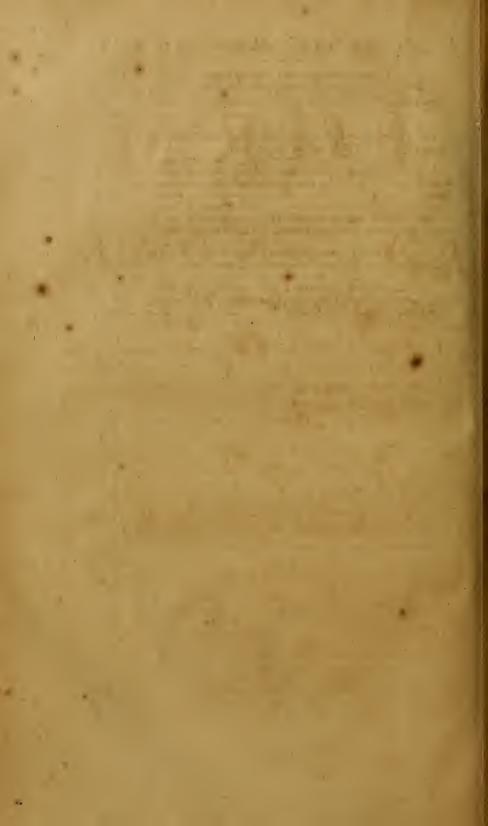
An. 1634. July 20. in London. (19	L	ŝ d
2. 15. for 160 Pieces of Figs, and 4 Bales of Pepper fold, being the whole Wares in credit, transported thus to have the account compleat in new books, as it here standeth: the money	•	
S	194	12.
187. Dito Company their account of Ready-money debitor to Balance V. 99. 7. 7 b. for conclude due to them	99	.7 -:
188. Dito Company their account of Time, Debitor to Balance V. 93. 19. 8 p. due to them for conclude of this account, being	93	19.
189. Balance Debitor to Cash 1.947.2. 18. and is for so much by conclude remaining therein, and transported, being—		. 2 .
190. Profit and Loss debitor to Stock Y. 1046. 8. 10 th. for gains in this handle, transported to conclude this account, being		.81
191. Stock debitor to Balance 1.2902. 12. 7 0. for the difference of that account, being my present Estate; and transported thither to conclude this, being	2902	12.
· Colonia Colonia		
End of the Journal A.		
1634		
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OFTHE

FORM

OF MY

KALENDAR,

And the USE thereof.

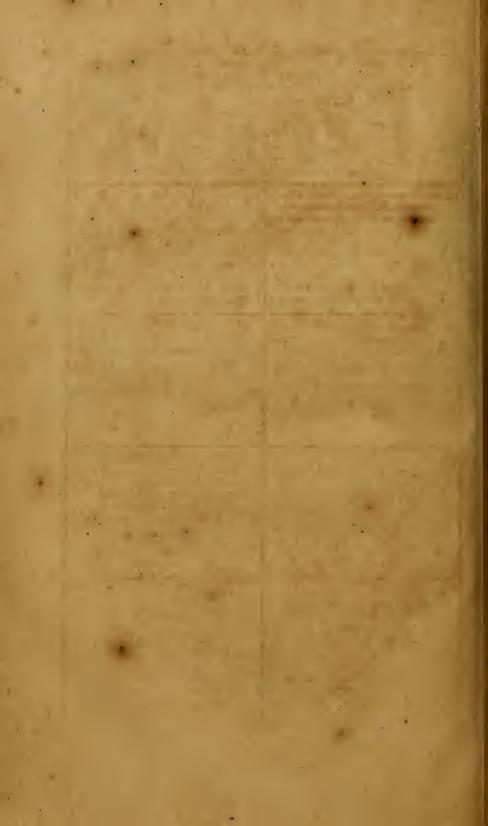
I divide each Letters place of my Kalendar into five parts, according to the order of the five Vowels; entring the Peoples Sur-names upon the Letter wherewith they begin, after our usual English manner:

EXAMPLE.

If you defire the name of Jean du Boys, seek the B, and there again in the O, as being the first Vowel that his Surname begins withall.

If Andrew Hitchcocke, feek H, and again therein the I, as being the first Vowel in his Surname.

If Arthur Mumperson, seek M, and therein U: and so of all other.



A)	Balance — fol.13.
	• 1
100	
1	
E) Amsterdam-exchange, being in company for Jacob Symonson,	
and me, each ½ — fol.11.	
•	
1)	and the second s
*	
1 1 x ·	
0 - 0 -	
0)	Jean du Boys at Roan my account
	Currant — fol. 2. Dito, my Interest-account — fol. 5.
•	Dito, for company of Randoll Rice \frac{3}{5}, and \frac{2}{5} me, our account
•	Currant — fol. 6.
u) ,	•
	and the same of th
-	•
	N 2

P.	R.
(A)	
•	
St. James	
E.) Promise-reckoning — fol. 10.	
	1 -1 -1
(1 George Pinch buile — fol. 3.	Rando Rice his account Current-fol.6. Dito, his account by me in company fol.6. Dito, my Interest-account fol.7.
1000	
O) Profit and Loss in company \(\frac{3}{5}\) for R.R. and \(\frac{3}{5}\) for me \(\begin{array}{c} \text{fol. 7.} \\ \text{Profit and Loss proper} \end{array}\) fol. 7.	
Anna Ba	
u)	

OF THE

LEAGER.

Aving (in form as is inftanced) entred all the trading-parcells of Merchandizing into the Journal in such after-following manner as they daily happened, then hath the Book-owner his whole Trading, with all the circumstances in Writing: but not in such sort, that he is able to confer with any man about his Accounts: for each Man's several Parcells are dispersed through the whole Journal; neither doth it (in drawing an account to a head upon a paper) content the Mind, fearing that any parcells might be mistaken or omitted. Upon the like Reason we may conjecture the Obscurity in knowing what Money is in Cash, what weight, measure and quantity of any Commodity might be in the Ware-house, what Prosit or Loss there is upon any sort of Wares or Matter, what weekly or monthly Debts are to be received or paid for Wares or Exchanges: and many such like.

For the avoiding of all such dissidences, the Journal parcells must be transported into the Leager in such manner, that all what doth concern one Man's particular, must (under one accounts Title) be gathered together, to wit, all his Debet parcells upon the Left hand, and all his Credit parcells upon the Right hand of the Open-lying Leager, of the which many Instances follow in the Leager: the like manner must be used in each sort, as Money, Wares, People, or what ever else; each must be gathered toge-

ther in an Exquisite form, with few words.

The thing charged, or Debitor, must have its discharge, or Creditor, even opposite against it self when the Leager lieth open. In this Leager, where Fol. standeth between the lines before the L, both upon the Right and Lest hand are many Arithmetical Characters. The Character, Characters or Figures that stand between the two lines upon the Debitor-side, point (as with a Finger) unto the Folio where each several lines Creditor standeth in the said Book, whether it be upon the same Leaf, or elsewhere: Contrarily, the Figures that stand between the two lines upon the Creditors side, point at the Folio where each several lines Debitor standeth in the said Book, whether upon the same Leaf, or elsewhere.

Of the Leager.

In brief,
The Ower or the Owing thing,
Or what soever comes to thee,
Upon the Left Hand see thou bring,
For there the same must placed be.
But

they unto whom thou dost owe Upon the Right let them he set, Or whatsoe'er doth from thee go To place them there do not forget.

This Book sheweth our true Estate in each particular account, whether bought, sold, sent or received Commodity: People within or without the Land; Exchanges which way soever, and the Coins of those several places: Factorage, Company, or what account else belongeth to Traffick: So that the Leager is the Mirrour by which onely the Estate can truly and plainly be discerned.

Cash

Fol. 1) Anno 1633 in London.	11			
C C	Fol.	Ł	ŝ	5 -
Cash is Debitor.	-			
1 -1 Jan. To Stock, for several coins of money 5 27 Febr. To Jacob Symonson his account Current		1000		
1634. 9 22 April. To George Pinch-backe, received in full -	3	9	11.	2
10.8 May, To Figs & R.R. and & for me 1222 Dito To James Wilkinson, received to clear a truck	9	525	-6	- '
14 23 June, To Diego del Varino his account of Cash —	12		10	7
14 Dito To Profit and Loss, gained by Diego's fruits —	7	. 13	.4-	4
14 2 July, To George Pinch-backe received by his Affigument- 16 11 Dito To Jacob Symon fon his account Currant	3			5
16 20 Dito To Randoll Rice his account Currant	. 6			8
16 2c Dito To Andrew Hitchcocke received in part —	II	100		-
Summ	L	2903	13-	
THE STATE OF THE S				
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Stock is Debitor.				
·	100			
1633. I I Jan. To Jacob Symonson his account Currant ————————————————————————————————————	2	150 29Q2		
	-			
Summ	L	3052	127	7
				- 1
Wares are Debitors.				
1633. 1 -1 Jan. To Stock, restingunsold 60 90	. 1	477	10-	
1633. I - I Jan. To Stock, restingunsold — 60 90 1634.17 20 July To Prosit and Loss gained — 60	.7	92	10-	-
Summ—— 60 90	L	570		
		, ,, ,		
•				

	Anno 1633. in London. (Fol. 1)			
Day Jour.	property and the property to the same of t	3 . L	5	Ű
r.	Cash is Creditor.			
2.4	Jan. By George Pinchback, paid in part	3 1.	44	
2.9	Dito By James Wilkinson, paid in part -	-1	20 -	<u> </u>
330	Dito By George Pinchback, paid him	3 I	35 19	8.
4.9	Feb. By Jac. Symonss. his account of Couchaneille, paid	3 .	• 5	5 -4
421	Dito By Voyage to Lisborn, configned to Diego del Va-			
	rino for company 3/5, and 2/5 paid		94	
513	March, By Danfick-exchange for Arth. Mump. and met-	1	. 2	2 6
5	Dito By Kersies in comp. \(\frac{1}{3}\) fac. Symonson, \(\frac{1}{3}\) for mc—— Dito By \(\frac{1}{3}\) for mc—— Dito By \(\frac{1}{3}\) for mc——		4	
621	Dito By Jacob Symonson his Cambrix: cloth Dito By Jacob Symonson his account Currant	2 .	. 9	7.6
6-	Dito By Figs in company $\frac{3}{5}$ R. R. $\frac{2}{5}$ for me	9.	. 8	7.9
1634. 629	Dito By Hendrick vander Linden, and Company their			
	account of commodities, for charges	1 1	1	
7.7	April, By Silver, for charges of 8 Barres	1 -1	. 4	
10.8	May, By Randoll Rice his account Current	1	99 1	
11 13	Dito By Amsterdam-exchange \(\frac{1}{2} \) for Jacob Symonson — June, By Diego del Varino his account of Cash		25 1	-
12.7	Dito By Figs in company $\frac{3}{5}$ R. R. $\frac{2}{5}$ for me		23.	
12.7	Dito By Andrew Hitchcocke paid him -	1 I .		6.8
1315	Dito By Jacob Symonson his account of Cambrix-cloth- July By Balance, transported thither to conclude this-	. 8.		7
19 20	July By Balance, transported thither to conclude this-	13	947	2 į
	Cumm	L 2	003	
	Summ		ادمو	13
	1 - 27	1 1		
		11		
		1		
		- /		
	Stock is Creditor.	-		_
1622 1		/	C00	15.7
1633. 1.	7an. By Cash for several coins of money			15.7
1633. I.	Jan. By Cash for several coins of money Dito By Wares for sundry forts unsold Dito By Kettles for 5 Barrels unsold	- I .	coo 477	10
1-	Jan. By Cash for several coins of money Dito By Wares for sundry forts unsold Dito By Kettles for 5 Barrels unsold	- I .	477	6
1	Jan. By Cash for several coins of money Dito By Wares for sundry forts unfold Dito By Kettles for 5 Barrels unfold Dito By Jean du Boys at Roan my account Currant Dito By Jacob Symonson my account by him in compan	2 2 y 2	477 • 55 240 229	10
I 1 1 1	Jan. By Cash for several coins of money Dito By Wares for fundry forts unfold Dito By Kettles for 5 Barrels unfold Dito By Jean du Boys at Roan my account Currant Dito By Jacob Symonson my account by him in company Dito By Jacob Symonson his account of Couchaneille.	- I . 2 . y 2 . y 3	477 • 55 240 229	106
I 1 1 1	Jan. By Cash for several coins of money Dito By Wares for sundry forts unfold Dito By Kettles for 5 Barrels unfold Dito By Jean du Boys at Roan my account Currant Dito By Jacob Symonson my account by him in compan	- I . 2 . y 2 . y 3	477 • 55 240 229	10
I 1 1 1	Jan. By Cash for several coins of money Dito By Wares for sundry sorts unsold Dito By Kettles for 5 Barrels unsold Dito By Jean du Boys at Roan my account Currant Dito By Jacob Symonson my account by him in company Dito By Jacob Symonson his account of Couchaneille- July By Profit and Loss, gained by this handle	y 2 y 3 - 71	477 • 55 240 229 • • 3	10
I 1 1 1	Jan. By Cash for several coins of money Dito By Wares for fundry forts unfold Dito By Kettles for 5 Barrels unfold Dito By Jean du Boys at Roan my account Currant Dito By Jacob Symonson my account by him in company Dito By Jacob Symonson his account of Couchaneille.	y 2 y 3 - 71	477 • 55 240 229 • • 3	10
I 1 1 1	Jan. By Cash for several coins of money Dito By Wares for sundry sorts unsold Dito By Kettles for 5 Barrels unsold Dito By Jean du Boys at Roan my account Currant Dito By Jacob Symonson my account by him in company Dito By Jacob Symonson his account of Couchaneille- July By Profit and Loss, gained by this handle	y 2 y 3 - 71	477 • 55 240 229 • • 3	10
I 1 1 1	Jan. By Cash for several coins of money Dito By Wares for sundry sorts unsold Dito By Kettles for 5 Barrels unsold Dito By Jean du Boys at Roan my account Currant Dito By Jacob Symonson my account by him in company Dito By Jacob Symonson his account of Couchaneille- July By Profit and Loss, gained by this handle Summ—	2 2 2 2 3 7 1 1 2 3 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4	477 • 55 240 229 • • 3	10
1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 -	Jan. By Cash for several coins of money Dito By Wares for sundry forts unfold Dito By Kettles for 5 Barrels unfold Dito By Jean du Boys at Roan my account Currant Dito By Jacob Symonson my account by him in company Dito By Jacob Symonson his account of Couchaneille- July By Profit and Loss, gained by this handle Summ Wares are Creditors.	2 2 2 3 7 1 1 1 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3	477 • 55 240 229 • 3 046	10
1634-19	Jan. By Cash for several coins of money Dito By Wares for sundry forts unfold Dito By Kettles for 5 Barrels unfold Dito By Jean du Boys at Roan my account Currant Dito By Jacob Symonson my account by him in company Dito By Jacob Symonson his account of Couchaneille- July By Profit and Loss, gained by this handle Summ Wares are Creditors.	2 2 2 2 3 7 1 1 2 3 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4	477 • 55 240 229 • • 3	10 — .6 —
1634-19	Jan. By Cash for several coins of money Dito By Wares for sundry forts unfold Dito By Kettles for 5 Barrels unfold Dito By Jean du Boys at Roan my account Currant Dito By Jacob Symonson my account by him in company Dito By Jacob Symonson his account of Couchaneille- July By Profit and Loss, gained by this handle Summ Wares are Creditors. Jan. By Kersies in company, by me laid in Murch, By Jacob Symonson, sold to him 60 —————————————————————————————————	2 2 2 3 7 1 1 2 3 4 4 2 2 3 4 4 2 2 3 4 4 2 2 3 4 4 2 3 4 4 4 4	477 • 55 240 229 • • 3 046 3052	17.8.810
1634-19	Jan. By Cash for several coins of money Dito By Wares for sundry forts unfold Dito By Kettles for 5 Barrels unfold Dito By Jean du Boys at Roan my account Currant Dito By Jacob Symonson my account by him in company Dito By Jacob Symonson his account of Couchaneille- July By Profit and Loss, gained by this handle Summ Wares are Creditors. Jan. By Kersies in company, by me laid in Murch, By Jacob Symonson, sold to him 60 —————————————————————————————————	2 2 2 3 7 1 1 1 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3	477 • 55 240 229 • 3 046 3052	17.8.810
1634-19	Jan. By Cash for several coins of money Dito By Wares for sundry forts unfold Dito By Kettles for 5 Barrels unfold Dito By Jean du Boys at Roan my account Currant Dito By Jacob Symonson my account by him in company Dito By Jacob Symonson his account of Couchaneille- July By Profit and Loss, gained by this handle Summ Wares are Creditors. Jan. By Kersies in company, by me laid in Murch, By Jacob Symonson, sold to him 60 —————————————————————————————————	2 2 2 3 7 1 1 2 3 4 4 2 2 3 4 4 2 2 3 4 4 2 2 3 4 4 2 3 4 4 4 4	477 • 55 240 229 • • 3 0046 3052	17.8.810
1634-19	Jan. By Cash for several coins of money Dito By Wares for sundry forts unfold Dito By Kettles for 5 Barrels unfold Dito By Jean du Boys at Roan my account Currant Dito By Jacob Symonson my account by him in company Dito By Jacob Symonson his account of Couchaneille- July By Profit and Loss, gained by this handle Summ Wares are Creditors. Jan. By Kersies in company, by me laid in Murch, By Jacob Symonson, sold to him 60 —————————————————————————————————	2 2 2 3 7 1 1 2 3 4 4 2 2 3 4 4 2 2 3 4 4 2 2 3 4 4 2 3 4 4 4 4	477 • 55 240 229 • • 3 0046 3052	17.8.810

	2) Anno 1633. in Londo	on.	Fol	L s o
, Va	Kettles are Debitors.	123	1.	
1634.17 20	July, To Profit and Loss gained —		7	556
		Summ —	L	75 — .8
	Jean du Boys at Roan My account Currant, Debitor.	* 3 5		
1634. 7 7	Jan. To Stock, due in Ready-money— April, To dito Jean My Interest-account- Dito To Geo. Pinchb. for an Exch. drawn- July, To Profit and Loss gained——	800 — — 410 40 — 1499 43	- I - 5 4 3 7	240 — — 123 · 4 — 393 13 · 6 · 56 · 5 · 6
	• Summ ——	2710 23	4 1	813.3
	and the second s	1 1	-	
	Jacob Symonson at Amsterdam, My account by him in company, Dr.	Gul. S]		
163311	Jan. To Stock, formerly remitted —— April, To Profit and Loss, gained by him	2290	r	229
	there May, To Amsterdam exchange ½ in company with him, by me remitted July, To Amst. exch. as before remitt. him-		3 11	289.111
	Summ—	8691 .6 -		869.2.7
	Jacob Symonfon at Amfterdam H Currant, Debitor.	is accoun	t	
2 13	Jan. To dito Jacob his account by me in for the company used Dito To dito his account by me in company used to the company use	p, for the like	- 5	40
4 . 9 4 17 - 4 21	Dito To dito Jacob his account by me in	mony discoun	f	956.8.7
1634.15 2	March To Wares, for 60 Dozens fold at 1 Dito To Cash, for charges done at the 1 July To Dito his acco. by me in comp. for	month—— hipping —— ² / ₃ of charges-	. I	300 6
10/11	Dito To several accounts for transported	Summ—	L	2958.1810

Day	Anno 1633. in London			(2	Fo	L	1 25	ij
У	Kettles are Creditots.			25	-			
3,30	January, By George Pinch-backe, fold him	n _		5	3	75		. 8
				ر)	/3		. 0
	minimum to the property forms provide provide provide provide the second provide the seco						_	
	Contra, Creditor.	*	3	đ				-
1633. 2 . 4	Janu. By Jacob Sym. my account Remitt. Dito, By dito Jean My Interest-account,	400	_	-	3	120	-	_;
1634. 7.7	lent him for 4 months — — — — April, By Silver for 8 Barres — —	400 1869	23	-4	5	120 560	17	
9 22	Dito, By Silver, for his charges	• 41		-	10	.12	.6	=
	Summ-	2710	23	4	L	813	3	
					-		-	
	Contra, Creditor.	Gui.	95	P				
ال نسانات	April, By Amsterdam-exchange ½ in company with him, remitted me	2790	_		īI	279	_	ن
14 23	fune, By Amsterdam exchange in com-	2890	19	.8	11	289	7 1	1
1820		3010	.6		13	301		8
	Summ	8691	.6	-	L	869	2	7_
			-					,
	Contra, Creditor.							- .
1633. 1.1	Janu. By Stock, due to be employed in c	ompar	ıy—	_	I	150		
	Febr. By dito Jacob his account of Cou	-			3	1539	14	IŌ.
	Dito, By dito Jacob his account by me for his \(\frac{1}{3} \) of the 150 Kersies \(\text{—} \)			_		.212	- 1	_
1634. 7·7	Dito, By Cash, received of James Wilkin April, By Dansick-exchange, paid there b	on in	full	Tol-	I	328		I
13 15	ster to Arthur Mumperson, in full of this	s accor	int-		8	3 09	7.	.6
	the neat proceed of 60 Pieces July, By Cath, for charges upon Cambri	_			8	390	14	-
	back from James Wilkinson in full of the	at acco	unt-		1	28	. 1	7
100	. ,	Sumi	n	-	L	2958	18	10
	1				1 .		1	

	3) Anno 1633. in Lordon.		¥I	is i	*
Day	Jacob Symonson at Amsterdam His account of Couchaneille, Debitor.	Fol.	L	ນ	U
1 . 1 4 · 9 4 —	Jan. To Stock, for charges formerly done upon Febr. To Cash, for Brokage paid Dito To Profit and Loss, for my Provision	1 1	5	17	.4
4'	for the neat proceed 11	2	1539	14	10
	Summ— 3 545	L	1580	10	_
-					
1622	George Pinch-backe Debitor.		7.4.4		
3 3 3 3	Jan. To Cash, paid him & of the Dozens Dito To Kettles, for 5 Barrells, Ready-money Dito To Cash, paid in full account Dito To Interest-reckoning, for discount	2 1 58	144 · 75 135 · 4	-	
922	March, To Dansick exchange, due at 10 days fight— April To Interest-reckoning for allowance-money— May To James Wilkinson for 15 chests of Sugar— Dito To Profit and Los, for advance 10, per th—	5 4 7	401 471 -36	· 9 · 5	_
1	Dito To Promile-reckoning for my performance June To Jac. Sym. for 20 Pieces Cambrix at 4 months-	8	338 135	.6	8.
	_ Summ	L	1744	. I	•4
	The state of the s	-	· months	!	
	Jacob Symonson at Amsterdam My Sul. S 13 account of Ready-money, Dr.				
	Jan. To Jean du Boys, my account Currant, remitted to him — — 1230 — — March, To dito Jac. My account of Time,	2	120		4
	April To dito Jac. My account of Time, received by him in full of Sold Wares	8	136	.2.	6
108	May To Voyage to Amsterdam, for fale of 40 Dozens, Ready-money ————————————————————————————————————	4	200		-
	Summ 6091 .5	L	606	2 .	6
			-		

. Da	. Anno 1633. in London. (3 3 L 5 6
У	Contra, Creditor, 25 15
4 9	Febr. By James Wilkinson, fold to him 3 545 4 1580 10
	3.00
	Contra, Creditor.
1633. 1.4	Jan. By Voyage to Amsterdam, for 100 Dozens, part
1634. 9 22	money, part at 6 months April, By Jean du Boys, my account Current, for an
9 22	Exchange drawn on me, due already 2 393 13 .6 Dito By Cash, received in full 1 .9 11 .2
14 .2	May, By Promife-reckoning for Sugar fold him 10 338 .6 .8 July; By Cash, received in part of Sugars 1 485 .6 .5
15 ²	Dito By Interest reckoning, allowed him 5 . 110— Dito By Figs in company, \$\frac{1}{2}\$ for \(\frac{7}{2}\text{acob Symonson}, \) and
20	† for me, for charges paid by him — 13 2013.7 Dito By Jacob Symonson, this debt transported 2 135
	. Summ—— L 1744.1.4
,	
	Contra, Creditor.
1633. 417	Feb. By Jac. Symonson his account Currant, for an Exchange discounted — 1224 19 .8 2 110.17.2
4 — 5 · 5	Dito By Profit and Loss for Provision— . 5 — . 8 7 10 . I March, By Danfick exchange, for a Re-
1634. 8.7	mise, according to my order, of 1360 8 136 Apr. By Dansick exchange, paid there by
8 —	Hend. Holster, according to his order 1480 .5 - 8 148 6 Dito By Voyage to Amster. for discount 15 - 3 119.6
11	May, By Andr. Hitchcock, for a Remile-1877 — 11 171 .8.4 Dito By Voyage to Amft. for provision-123 — 3 12 .6—
17 20	July, By Profit and Loss, lost hereby 1 .5 7 25 11
	Summ—. 6091 .5 — L 606 .2 .6
	P ' '

	and the state of the state of				
	Anno 1633. in London.				
PA4	2	40	L	Ē	õ
	Voyage to Amsterdam, configned to Jacob Symonson, Debitor.				
1	. 4 Jan. To George Pinch-backe for 100 Dozens	3	360		_
1634. 8	.7 April, To Jac. Symonson my account of Ready-money,	4			
x 1	for abatement of 1500 gl. • ———————————————————————————————————	3	. 1	19	.6
2.	for Ware-house-room, Brokage and Provision —	3	12	.6	
17	20 July, To Profit and Loss gained — —	7	111	17	
3.1	Summ	L	486	2	
N	Kersies in Company, being for Jacob Sy- 195.				
	monson, and ² / ₃ for me, Debitor.				
1633. 2	.9 Jan. To James Wilkinson, bought part at time 60	4	180		
2	13 Dito To Wares, brought in of mine own — 90	2	270		
5	13 March, To Cash, for Brokage paid	I	2	2	6.
5	13 Dito To Profit and Loss, for Ware house-room, Provision, and my gains ————————————————————————————————————	-	128		
5	13 Dito To Jacob Symonson his account by me in	7	128	.)	-
	company, for his is of the gains	5	· 57	. 2	.6
100	Summ	¥	(00		
-,-	Summ 150	L	637	10-	
-			-		-
	James Wilkinson, Debitor.				
1633. 2	9 Jan. To Cash, paid him 3 of the Kersies	- 1 .	120		
4	1.9 Feb. To Jacob Symonson his account of Couchancille, for 3 Barrells, weight 545 tb. at 58 ft Ready-money		580		
6	21 March, To Promise-reckoning for a bought bargain-		314		. 4
	30 April, To And. Hitchcock, paid by order to f. Sharpe	11	250		_
10	Dito To Interest-reckoning, agreed with him as in date 7. present, for 4 months, at 8 per Centum			1	
10			· . 6	13.	4
10	-8 May, To Promise-reckoning, for Andrew Hitchcocks		ارد	1	
7.0	use, promised at Interest	1	200		_
13	22 Dito To Silver, for 8 barres, in truck of Sugar, 15 June, To Jacob Symonson his account of Cambrix, for	10	574	· I .	1
	20 Pieces, at 4 months	3	135		
					-
	Summ	L 3	430	·7 ·	9
- 3					
				1	
1					

	Anno 1633. in London. (4) Contra, Creditor. March, By Jacob Symonson my account of Time, for sales of 60 Leeds Dozens May, By Jacob Symonson my account of Ready-money, for sales of 40 Dozens Summ—	Fol. 8 3	L 286 200 486	_	6
1633. 5 27	Contra, Creditor. Feb. By Jacob Symonson his account Current, for ready-money fold	2	637	10	
1633. 2.9	James Wilkinson, Creditor. Jan. By Kersiesin company, for 60 Pieces bought \(\frac{1}{2} \) up-				_
· 3 23	on 2 months time Dito By Jean du Boys, for company R.R. \(\frac{3}{2}\), and \(\frac{2}{2}\) me, for an exchange remitted the faid Jean Feb. By Jucob Symonson, ordered dito James to detain the Couchaneille; his due being	6 2	564 956	. 1	
11 ₂₂ 11 ₂₂ 11 ₂₂	Apr. By Promife-reckoning, agreed to let him have — May, By Andrew Hitchcocke, for the Interest-money, agreed upon the 8 present; is with forbearance — Dito By Promise-reckoning for his performance — Dito By George Pinch-backe for Sugar — Dito By Cash, received to clear the Truck	10 3 1	205	. 6	.8
16 20	Dito By Promise-reckoning, for the bargains performance, made the 21. of March July, By Jacob Symonson his account Currant, for the debt 15. June transported from my hands Dito By Andrew Hitchcocke for mine Assignment Dito By Interest-reckoning paid me 2 mon. before due-	10 2 11 5	314 135	-3	4
	P 2	L	3430	-7	.9

(15) Anno 1633. in London.		2 1		
	Fol	L	B	Ó
Facob Symonson his account by me in company, Debitor.				
5,27 Feb. To dito his account Currant for 3 of 150 Picces-	2	212		
1634-11'13 May, To Amsterdam-exchange, remitted him 15 2 July, To Amsterdam exchange, remitted him	II	289		11
18 20 Dito To Balance, due to him by conclude	13	301		.8
Summ	L	1314		
The part of the later of the				
	1			
	_			-
Jean du Boys at Roan, my Interest- * S D account, Debitor.				
1633. 2 13 Jan. To dito Jean my acc. Current for 400 -	2	120		
Dito To Interest-reck. lent for 4 months- 10 40 -	5		.4	
. Summ.— 410 40 —	L	123	-	
	~	123	4	3
				-
				-
· Interest-reckoning, Debitor.				-
1634.15 2 July, To George Pinch-backe, for forbearance	3	1	10	
16/20 Dito To James Wilkinson, for forbearance	4	3 16	.6	
The second secon	-		.6	. 2
Summ——	L	21	.2	10
	_	1/4		
Voyage to Lisborn, configned to Diego del Va-				
rino; being in company \(\frac{2}{3}\) for Randoll Rice, and \(\frac{2}{3}\) for me, Debitor.		34		
1633. 3 17 Jan. To Randoll Rice his account Currant, for 100 Sayes sent to sell	6	266		
1634. 12 31 May, To Diego del Varino our account of ready-mony	9	566 24		4
17 20 July, To Profit and Loss for dito company gained —	7	14	1 1	8
Summ——	L	605		
The second secon				
	1		1 1	

	Anno 1633. in London. (5	-	*1	S	S
Day	Contra; Creditor.		ol.	2	2	£
2 13 421 5 13 1634 9 15 1423 15 2	Feb. By dito his account Currant for 3 of my payment	-	2 2 4 11 11 11 2 8	40 90 396 57 279 289 22 13	.1	6 .8 .7 .7
	Summ——	-	L	1314	16	3
1634· 7·7	Contra, Creditor. April, By Jean du Boys my account Currant carried thither, this being now due		ž	123	4	T
3 ²³ 330 1634. 9 ²²	Contra, Creditor. Jan. By Jean du Boys my Interest-reckon. for forbear Dito By Randoll Rice my Interest-reckon. for forbear Dito By George Pinchbacke, for forbearance April, By dito George, for forbearance Dito By James Wilkinson, for forbearance Dito By Andrew Hitchcock, for forbearance Summ——	- 1	5733411	3 2 4 1 6 2	4 5 19 9 13 11	7 2 8 48 10
1634. 8 15	Contra, Creditor. April, By Diego del Varino, for company of Randoll Rice 3, and 3 me, our account of Time, for fales of 100 Sayes	of	1	605		_
		1		=		

	and the later was to be a second			
	6) Anno 1633. in London.			
Day		Fol.	L	5 0
	Randoll Rice his account Currant, Debitor.			
3 17	Jan. To Randoll his account by me in company, for \(\frac{3}{2} \)	6	240	1
3 23	of my payment Dito To dito his account by me in comp. for my ½ paid-	6	- 1	12.7
6 21	Mar. To dito his account by me in comp. for \(\frac{1}{2} \) of paym.	6		8
1634.10 30	Apr. To dito his account by me in comp. for the like— Aury, To dito my Interest account, being now due —	7	· 94	1810
10.8	Dito To Cash, paid in full of 315 l'. due	1		19.1
12.7	June, To dito his account by me in comp. for $\frac{3}{5}$ paym.	6	146	_
14 23	Dito To Diego his account of Fruits, part at 2 months- Dito To Amsterdam exchange, for a Bill due 28 dito-	11	541	9.1
15 11	July, To Figs in comp. for 648 Pieces Ready-money—	.9	348	
	Summ	L	2447	.2.5
	· Outline		(4/	17
				-
	Randoll Rice his account by me in company,			
	Debitor.			
1634.10.8	May, To dito Randoll his account Currant, for ; of			
0.00	my receipt —	6	315	
15 (1	July, To dito his account Currant for the like — Dito To Balance, due to him by conclude of this —	13		19.7
. 19/20	the state of the s	-		- -
	Summ—	L	1515	7.7
	THE RESERVE OF THE PARTY OF THE			
400				
	and the same of th	-		
	Jean du Boys at Roan, for the com- * S D		-,	
	pany of Rand. Rice \(\frac{2}{3}\), and \(\frac{2}{3}\) for			
4500	me, our account Currant, Dt ^{r.}			
1622. 200	Marie and the control of the control			
1634. 13 15	Jan. To Jan. Wilkinson, remitt. by exch 2148 50 .6 Jun. To Tho. Trust our account of ready.	4	564	1 . I
	money, for an exchange for dito comp. 2642 58 .6	13	109:	2 17 10
17 20	July To Profit and Loss for dito comp.		-20	
		17	80	11.7
	Summ — 5791 49 —	L	1737	1010
P. 1				
1111				

	30 to 10 to	,			
9.05	Anno 1633. in London. (6				١.
0 1 5		Fol	L	S	Ġ
Y	Contra, Creditor (1)		0		
			0		
31	Jan. By Voyage to Lisborn, for 100 Sayes, Ready-mon.	5	566	13	. 4
142	May, By dito his account by me in company received- Jane, By Diego his account of Cash, received upon fruits-	6	315		0
15	fuly, By Amsterdam-exchange, remitted in his Bills	FT	530		. г
151	Dito By dito his account by me in comp. for Figs received	6	208	19	.7
16 20	Dito By Diego his account Gurrant, for mine Affignation Dito By Cash, received of him to clear this account	12	161	.4	.9
	Die by dain, received of him to clear this account.	1	284	-	
1	Summ ——	L	2447	.3	٠5
	• • • • • • • • • • • • • • • • • • •	-			
10.00	- 'Klarm Lc-n'				
					2
	Approximation programmed production and programmed prog				_
8.3. 1	Contra, Creditor.				
1622 21	7 Jan. By Randoll Rice his account Currant for his $\frac{3}{2}$ of				
2000	company Stock brought in now —	6	340		
3 2	Dito By dito his account Currant, brought in more—	6	225		.7
3	- Dito By dito, my Interest-account, laid out for him — March, By dito his account Currant for \(\frac{3}{2} \) of charges paid	7	112		-
1634.103	April, By dito, his account Current for \(\frac{2}{3}\) of an exchange	6	94	18	8.
12.	Jun. By dito his account Currant for 3 of an exchange-	6	146		
	July, By Figs in company, for \(\frac{2}{3}\) gains due to him Dito By Profit and Los, for \(\frac{2}{3}\), and \(\frac{2}{3}\), for this gains	9	145		
10/2	Dito by I fone and Loss, for 5, and 5, for this gams —	7	144	1.9	.8
X -	Summ——	L	1515	. 7	I
			1		
	Contra, Creditor. w S I				
1633. 61	March, By Jacob Symon for R. R. 3, and				
22	½ me, by Jean, remitted to Jacob — 1000 — —	- 9	300	-	
1634. 7 2	O Dito By Jacob Symonson, remitted to him				
7/2	for the faid account Oito By Profit and Lofs \(\frac{3}{2}\) for R. R. \(\frac{3}{2}\) me	9	342	. 1	.9
	for Brokage and Provision8 32 10			11	. 3
18 2		13	1092	17	10
	Summ— 579 I 49	***	1737	7 7 6	-
	777- 47	-	^/5/	1	
				1.	1
			13		
4.			1		
N .					
0.00		1	'	1	,

	7) Anno 1633. in London.				
Day ·		Fol.	L	ŝ	ð
	Profit and Loss in Company 2. for Randoll				
	Rice, and 3 for me, Debitor.	ı	ik.		
3 23	Jan. To Profit and Loss for charges of a Remise —— March, To Jean du Boys, for his provision and brokage-	7	2	11	11
17 20	July, To Tho. Trust, our account of Ready money, lost -	13	9	.2	.6
	Dito To Ran.Rice his account by me in comp. for \(\frac{1}{2} \) gains- Dito To Profit and Los, for my part gains	.6	444 296		.8
	And the second s	-		-	
The in	Summ	L	.755	. 1	.9
		_	1-		-
	Randoll Rice my Interest-account, Debitor.				
1633. 3 ²³	Jan. To dito his account by me in comp. for principal- Dito To Interest-rec. lent at 8 per C. for 3 months.—	6		16	.3
1	Summ	L	115	. 1	-5
1	<u> </u>	_			
= 1	Por Ca I I of Delice				
	Profit and Loss, Debitor.			•	
	T 1 m w 10 0 cm .			1	
1633. 417	Feb. To Jacob Symonson my account of Ready-money, for his charges, being brokage and provision	3		Iò	
1634.17 20	for his charges, being brokage and provision———————————————————————————————————	33			I
1634.17 20	for his charges, being brokage and provision —	3 3 10 . I	.— 25 1046	.9	I
1634.17 20	for his charges, being brokage and provision July, To Jac. Symon s. my account of Ready-money lost- Dito To Silver, lost by the sale of 8 barres	3 3 10 . 1	-3	.8	-
1634.17 20	for his charges, being brokage and provision July, To Jac. Symon f. my account of Ready-money lost- Dito To Silver, lost by the sale of 8 barres Dito To Stock, gained by this handle	. I	1046	.8	-
1634.17 20	for his charges, being brokage and provision July, To Jac. Symon f. my account of Ready-money lost- Dito To Silver, lost by the sale of 8 barres Dito To Stock, gained by this handle	. I	1046	.8	-
1634.17 20	for his charges, being brokage and provision July, To Jac. Symon f. my account of Ready-money lost- Dito To Silver, lost by the sale of 8 barres Dito To Stock, gained by this handle	. I	1046	.8	-
1634.17 20	for his charges, being brokage and provision July, To Jac. Symon f. my account of Ready-money lost- Dito To Silver, lost by the sale of 8 barres Dito To Stock, gained by this handle	. I	1046	.8	-
1634.17 20	for his charges, being brokage and provision July, To Jac. Symon f. my account of Ready-money lost- Dito To Silver, lost by the sale of 8 barres Dito To Stock, gained by this handle	. I	1046	.8	-
1634.17 20	for his charges, being brokage and provision July, To Jac. Symon f. my account of Ready-money lost- Dito To Silver, lost by the sale of 8 barres Dito To Stock, gained by this handle	. I	1046	.8	-
1634.17 20	for his charges, being brokage and provision July, To Jac. Symon f. my account of Ready-money lost- Dito To Silver, lost by the sale of 8 barres Dito To Stock, gained by this handle	. I	1046	.8	-
1634.17 20	for his charges, being brokage and provision July, To Jac. Symon f. my account of Ready-money lost- Dito To Silver, lost by the sale of 8 barres Dito To Stock, gained by this handle	. I	1046	.8	-
1634.17 20	for his charges, being brokage and provision July, To Jac. Symon f. my account of Ready-money lost- Dito To Silver, lost by the sale of 8 barres Dito To Stock, gained by this handle	. I	1046	.8	-
1634.17 20	for his charges, being brokage and provision July, To Jac. Symon f. my account of Ready-money lost- Dito To Silver, lost by the sale of 8 barres Dito To Stock, gained by this handle	. I	1046	.8	-
1634.17 20	for his charges, being brokage and provision July, To Jac. Symon f. my account of Ready-money lost- Dito To Silver, lost by the sale of 8 barres Dito To Stock, gained by this handle	. I	1046	.8	-
1634.17 20	for his charges, being brokage and provision July, To Jac. Symon f. my account of Ready-money lost- Dito To Silver, lost by the sale of 8 barres Dito To Stock, gained by this handle	. I	1046	.8	-
1634.17 20	for his charges, being brokage and provision July, To Jac. Symon f. my account of Ready-money lost- Dito To Silver, lost by the sale of 8 barres Dito To Stock, gained by this handle	. I	1046	.8	-

Day	Anno 1634. in London. (7 Contra, Creditor.	Fol.	L	ŝ	Ğ.
1720 1720	July, By Voyage to Lisborn for dito company, gained- Dito By Jean du Boys for dito company, gained— Dito By Jacob Symonson, for dito company, gained— Dito By Voyage to Antwerp, for dito company, gained—	5 6 9	14 80 60 600		8 7 6
•	Summ	L	755	· I	9
1634.10	Contra, Creditor. May, By Randoll Rice his account Current, due now to be repaid me	6	115	. I	.5
4.9 513 1634. 815 9 22 13 15 14 23 15 2 15 11 17 20 17 20 17 20	Contra, Creditor. Jan. By Profit and Loss in company \$\frac{1}{3}\$ R. R. \$\frac{2}{3}\$ me— Feb. By Jac. Symonson his Couchaneille, for provision- Mar. By Kersies in comp. \$\frac{1}{3}\$, and \$\frac{2}{3}\$ for provision & gains- Apr. By Jac. Symonson, my acco. by him in comp. gained- Dito By Dansick exchange, gained by the same— Mass, By George Pinch-backe upon Sugar gained— June, By Jacob Symonson his Cambrix for provision— Dito By Cash, for provision of Diego his Fruits— July, By Amsterdam exchange in company, gained— Dito By Figs \$\frac{2}{3}\$, and \$\frac{2}{3}\$ in comp. for provision and gains- Dito By Wares, gained thereby Dito By Wares, gained thereby Dito By Jean du Boss my account Currant gained— Dito By Voyage to Amsterd. consigned to J. S. gained- Dito By Voyage to Lisborn \$\frac{2}{3}\$, and \$\frac{1}{3}\$ for my gains— Dito By Profit and Loss \$\frac{2}{3}\$, and \$\frac{1}{3}\$ for my \$\frac{2}{3}\$ gains Summ— Q	1 2 2 4 5 8	31 128 • 50 • 10 36 • 8 12 21 11 • 90 • 50 • 11 • 60	19 5 · 5 12 13 14 15 15 15 16 17 16 17 16 17	.2 .9 .8 .5 .2 .6 .2 .9 .5

	8) Anno 1633. in London.	Fol	L	S,	Ó
Day.	Voyage to Lisborn, configned to Diego del Varino; being in company ² / ₃ for Jacob Sy-	51.			-
	monson, and to for me, Debitor.				
4 2	Febr. To Cash, for 96 black Bayes, bought and shipt-	. 1	594		
1634.17 20	July, To Jacob Symonson his account by me in company, for his part of gains	5	127	15	. 7
17 20	Dito To Profit and Loss, for my tof gains	7.			.9
	· Summ——	卫	785	13	. 4
•					II.
	Fac. Symonson my account of Guil of. v.				
	time, Debitor.				
1633. 5.5	March, To Voyage to Amsterdam con-		1		
	figned to dito Jacob, for fales of 60 Dozens — 2861 5 —	4	286	5 . 2	.6
-		_		_	
	TO CALL CONTROL OF THE				
	Danfick-exchange for company Flor. gr. p.				1
	Arthur Mumperson there, and me, each ½, Debitor.				П
1633. 5 5	March, To Jacob Symon son my account				Ц
	of ready-money remitt. by my order - 1722 20 -	- 3			_
1634. 7.7	Dito To Cash, remitted by me 2666 20 April, To Jac. Symonson his account	1	200		П
	Currant, for money due to me upon				
8.7	his account, and paid there — 3987 15 — Dito To Jacob Symonson my account of	2	309	7	.6
- L	ready-mo. due to me, and paid there 1 1907 26 -	- 3	148	3	.6
9 22	Dito To Arth. Mumperson my accou. by him in com. allowed him his gains here	12	1	19	0
9 22	Dito To Profit and Loss, for my gains -	7		0 19	
1	Summ 10284 21 -	L	81	5 - 7	7
	1,1111	-		-	
E	Facob Symonson at Amsterdam his account 195			-	
1	of Cambrix-cloth, Debitor.				
1633. 613	March, To Cash, for charges at the receipt of— June, To Cash, for Brokage ———————————————————————————————————	. I	4	1 . 7	_
12 15	Dito To Profit and Lofs, for Provision —	7	8	12	
13 15	Dito To Jacob Symonson his account Currant for the neat proceed, without my prejudice ——		200		
	-	-	390	-	
	Summ 60	L	409	5 -	-
		1			

Day	Anno 1634. in London Contra, Creditor.	2:	(8	Fol.	T	ŝ	3
142	July, By Figs in company, as per Contr turns of fales of the 96 black Bayes	a, for	full re-	13	785	13	4
			8				
	Contra, Creditor.	Guil.	Ati. p.				
	March, By dito Jacob my account of ready money, received in part April, By dito my account of ready-mo-	1361	.5	3	136	. 2	.6
	ney in full	1500	- -	3	150		_
	Summ—	2861	1.5 -	L	286	2	6
	Contra, Creditor.	Flor.	gr. p.				
	March, By George Pinch-back for an exchange remitted me April, By Arthur Mumperson at Dansick,	5000		3	401	15	.8
	my account by him in company, remitted him to be employed there	5284	21	12	413	11	.9
_	Summ	10284	21	Ł	815	. 7	5
		-1	7 7	1			
						. 0	₹.
	Contra, Creditor.		19g.				
1634.13		-	- 60		405		_
	Q 2						

11	9) . Anno 1633. in London		1	1	1	1
C	97		_	-	IL	s t
ау				Fol.		1
		iil. Aff.	p.	1		
	company 3 Randoll Rice, and					18
	² / ₅ me, Debitor.					
6 13	March, To Jean du Boys at Roan for di-					
	to company, for a Remife 31	100 -		6	300	
1634. 7 29	Dito To Jean du Boys for company of R.R. 3, and 3 me, for a Remise—	506 .8		6	342	
30	April, To Andrew Hitchcock, ordered	,00			24-	
	me upon fight of his letter to pay him-	740 12	i	11	158	.4.9
- 7	June, To Andrew Hitchcock, ordered me					
	upon fight of his letter to pay him 26	599		1 I	244	.5-
	Summ\	046		L	1044	11
17 20	July, To Profit and Loss for dito comp.			7	60	- (
10	Summ— III		-	T	1104	17
	Outsin — (11)	491		_		
4						
	Figs in Company 3 for Randoll Rice,	and	OS.			
	² / ₅ for me; are Debitors.					
1633. 621	March, To Diego del Varino for dito company	y our				
	account of ready-money, received from l	nim r	576	9	426	.4.
	Dito To Cash, for custome and other charge			1		.7.
1034.1231	May, To Diego del Varino, received from his June, To Cash, for custome and other charge	76S	572	9		.8.
1511	July, To Profit and Loss, for provision and	gains		7	_	15.
15 11	July, To Profit and Loss, for provision and Dito To Randoll Rice his account by me in	com-			91	
-	pany, for his \frac{3}{5} of the gains			6	145	18.
	Sumi	m 2	148	L	872	-6.
			-1-		1/3	
-1-			_	-	-	
	Diego del Varino at Lisborn for compa	_lMil.l	Re			
1	ny of Randoll Rice 3, and 2 for me, ou	*				
1	account of ready-money, Debitor					
1604 0	April, To dito Diego for the same company					
1034. 015	³ / ₃ , and ³ / ₅ our account of Time, received-	-1706	640	11	441	12-
1231	May, To dito Diego for the same company	7				
	our account of Time, received	- 261	360	11	163	1.7
	Summ—	- 968	000	L	605	
	- Julian	1	300	~	005	
						ŀ

Contra, Creditor. 8 15 April, By Voyage to Antwerp, configued to Thomas Trust: being for company Randoll Rice 3, and \(\frac{1}{3}\) me, for several commodities shipt to sell for our company, cost \(\frac{1}{2}\) 11046 \(-\frac{1}{2}\)		Anno 1634. in London.	(9		y	£ ±5
April, By Voyage to Antwerp, configued to Thomas Trust: being for company Randoll Rice 3, and 3 me, for several commodities shipt to sell for	Day	Contra Carditoria L'Ontil	lai in	9.	L	5 0
ed to Thomas Trust: being for com- pany Randoll Rice 3, and 3 me, for several commodities shipt to sell for	815	•	nr. b.			
feveral commodities shipt to sell for		ed to Thomas Trust: being for com-				
		several commodities shipt to sell for	6	- 10	1104	12
		Street.				
	•		-			
		where the same party and the sam		- -		:
Contra, Creditors.						
1634.10.8 May, By Cash, fold George Pinchback — 1500 I 525—15 II July, By Randoll Rice, his account Currant, fold to him for ready-money — 648 6 348.6—	1634.10.8	July, By Randoll Rice, his account Curra	nt,			
Summ— 2148 L 873.6—		Summ-	214	8 1	873	.6-
		r ⁱ V				
	100	11.3				
				- -		
Contra, Creditor. Mil. Re.	1000		Mil. R	e.		
1633. 6 21 March, By Figs for dito company, received in value for 681 960 9 426 4.6		in value for — — —	681 96	60 9	420	6.4.6
1634.12 31 May, By Figs for dito company, received in value for 247 320 9 15411.6		in value for	247 3	20	15.	411.6
Dito By Voyage to Libborn, for Provision and other charges, concerning this company	1231	and other charges, concerning this com-		20 5		
968 000 L 605	4		1 - 1-	_		
900 000 12 005 —		- 11111 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	900 00			
		• •				
			1 1			

	10) Anno 1634. in London.	I	-	2	4
) _{dy}	Promise-reckoning, Debitor, .	ol.	L	ŝ	Ó
7 · 7 1 i 1 1 j 22 1 i —		4 3 4 4	250 338 200 314		.8
	Summ	L	1102	10	_
1620	Hendrick vander Linden 1, John van 195. bu. ba. Does 1, Jaques Reynst!, their account of commodities, Debitor. March, To Cash, for portage of	1		12	
1920	Dito To Balance, transported thither— 160 . 4	13		-	-
	Summ—— 320 15 8	L	389	4	. 2
	Hendrick vander Linden to John van Does to Jaques Reynston, their account of ready-money, Dominies for charges brought from thence July, To Balance, for conclude transported thinher—	10 13 L	99	I 2 7	·5 ·7 —
	Silver, Debitor. 13		1		
7.7	April, To Jean du Boys my acc. Currant, principal Dito To Cash, for charges at the receipt Dito To Jean du Boys my acc. Currant for charges	2 1 2	560 • 4 • 12	17:-7.	. 2
	Summ——).8	L	577	10	2
	Voyage to Antwerp, configured to Tho. Trust, being for company Rand. Rice \(\frac{2}{3}\), and \(\frac{2}{3}\) for me, D.				
	April, 'To Jacob Symon for fit of company, for fundry commodities shipt thither to sell for us July, 'To Profit for dito company, gained	97	1104		
	Summ-	L	1704	19	-

4	Anno 1633. in London. (10		İ		
Day	Contra, Creditor.	Fol.	L	5	ń
1634.1030	March, By James Wilkinson for a bargain of Sugar — April, By James Wilkinson for discharge made 7, pres-	4	314 250 200 338		_
	Summ	L	1102		
4	Contra, Creditor. 195 bu. ba.				
1634. 729	March, By Hendrick vander Linden, and company, their account of Ready-money, for the charges	10		12	.5
	July, By Andrew Hitchcocke, fold part up on time, part money 160 _ 4	11	193	19	.8
	Summ—— 320 15 8	L	389	.4	. 2
1634. 16 20	Contra, Creditor, July, By dito company their account of time, for received in part	13	Ico	_	
	Contra, Creditor.				
1634. 12 22 17 20	May, By James Wilkinson, in truck of Sugar — 8 July, By Profit and Loss, lost by sale — . — 8 Summ — 8	4 7	574	-9	
	, Julian Committee of the Committee of t	-	3//	_	
1634.13.7	Contra, Creditor. June, By Thomas Trust at Antwerp, for company R.R. 3, and 3 me, our account of Time, for part sales— July, By Balance, for unfold Wheat————————————————————————————————————	13	189		
	· . Summ——	1	1704	19	

1	11) Anno 1634. in London.	1	1	1	
	11) 211110 3034. 113 20115011.	7	L	8 1	5
Arr		Fol.	-	2	U
	Diego del Varino, for company of Mil. Re-				
	Randoll Rice 3, and 2 for me, our				
	account of Time, Debitor.				1
9					
. 615	April, To Voyage to Lisborn, for dito company, for fale of 100 Sayes, part money-968 000	5	605		
	pany, for fale of 100 bayes, part money.		رد		
		-			
•	Andrew Hitchcocke, Debitor.	-			
1624 815	April, To Amsterdam exchange, due the 23 present.		501	10	
	Dito To Interest reck. for forbearance of 961. 145. 90.	1	504	19	0
10,50	at 8 per C. for 4 months —————	5	2	11	8
10.8	May, To Jacob Symonson, for an exchange due 28 dito-	5	171		4
11 22	Dito To James Wilkinson for 2001. at Interest, and		1.		
10	forbearance, are both	4	205		١٤.
12.7	June, To Cash, paid James Wilkinson in full of an exchibito. To Jacob Symonson for 20 Pieces of Cambrix, at		- 72	16	5.
	4 months time ————————————————————————————————————	8	135		
1620	July, To James Wilkinson, for mine Assignation	4	-		
16 20	Dito To Hendrick vander Linden, and company, for	10			
	feveral commodities, at 6 months — —	10	193	19	. 8
	Summ	30			
	Summe—	1	1334	2	• 1
	•				
		-			ı
		-		-	
3,17	Amsterdam-exchange, being in Guil Iti. p.	-		-	
100	, , , , , , , , , , , , , , , , , , , ,	-			
	company for Facob Symonson				
1624. 915	company for Jacob Symonson and me, each 1, Debitor.				
1634. 9 15	company for Jacob Symonson and me, each ½, Debitor. April, To Jacob Symonson his account by	5	270		
	company for Jacob Symonson and me, each ½, Debitor. April, To Jacob Symonson his account by me in comp. for his ½ of the remise- Dito To Jacob Symonson my account by	5			
9 15	company for Jacob Symonson and me, each ½. Debitor. April, To Jacob Symonson his account by me in comp. for his ½ of the remise- Dito To Jacob Symonson my account by him in company, for my ½ thereof — 2790 — —	2	279	,	
915	company for Jacob Symonson and me, each \(\frac{1}{2} \), Debitor. April, To Jacob Symonson his account by me in comp. for his \(\frac{1}{2} \) of the remise- Dito To Jacob Symonson my account by him in company, for my \(\frac{1}{2} \) thereof \(\to \) May, To Cash, remitted by me \(\to \)	5 2 1	279	,	
915	company for Jacob Symonson and me, each \(\frac{1}{2} \), Debitor. April, To Jacob Symonson his account by me in comp. for his \(\frac{1}{2} \) of the remise- Dito To Jacob Symonson my account by him in company, for my \(\frac{1}{2} \) thereof — May, To Cash, remitted by me Jun. To Jacob Symonson his accou. by me	2	279 504	19	
9 15 11 13 14 23	company for Jacob Symonson and me, each ½, Debitor. April, To Jacob Symonson his account by me in comp. for his ½ of the remise- Dito To Jacob Symonson my account by him in company, for my ½ thereof — May, To Çash, remitted by me— Jun. To Jacob Symonson his accou. by me in comp. for his ½ of the remise— 2890 19 .8	2	279 504	,	1
9 15 11 13 14 23	company for Jacob Symonson and me, each \(\frac{1}{2} \), Debitor. April, To Jacob Symonson his account by me in comp. for his \(\frac{1}{2} \) of the remise- Dito To Jacob Symonson my account by him in company, for my \(\frac{1}{2} \) thereof — May, To Cash, remitted by me Jun. To Jacob Symonson his account by me in comp. for his \(\frac{1}{2} \) of the remise Dito To Jacob Symonson my account by 19 .8	2 I	279 504 289	19	
9 15 11 13 14 23 14 23	company for Jacob Symonson and me, each ½, Debitor. April, To Jacob Symonson his account by me in comp. for his ½ of the remise— Dito To Jacob Symonson my account by him in company, for my½ thereof— May, To Çash, remitted by me— Jun. To Jacob Symonson his accou. by me in comp. for his ½ of the remise— Dito To Jacob Symonson my account by him in comp. for my½ thereof— July, To Randoll Rice, remitted by me- July, To Randoll Rice, remitted by me-	2 I	279 504 289	19	1
9 15 11 13 14 23 14 23	company for Jacob Symonson and me, each ½, Debitor. April, To Jacob Symonson his account by me in comp. for his½ of the remise- Dito To Jacob Symonson my account by him in company, for my½ thereof Jun. To Jacob Symonson his accou. by me in comp. for his½ of the remise Dito To Jacob Symonson my account by him in comp. for my¼ thereof July, To Randoll Rice, remitted by me- Dito To Jacob Symonson his account by Dito To Jacob Symonson his account by	2 I 5	279 504 289	19.	1
9 15 11 13 14 23 14 23	company for Jacob Symonson and me, each ½, Debitor. April, To Jacob Symonson his account by me in comp. for his ½ of the remise- Dito To Jacob Symonson my account by him in company, for my ½ thereof Jun. To Jacob Symonson his account by in comp. for his ½ of the remise Dito To Jacob Symonson my account by him in comp. for my ½ thereof Dito To Jacob Symonson my account by him in comp. for my ½ thereof July, To Randoll Rice, remitted by me- Dito To Jacob Symonson his account by me in comp. for his ½ of the gains 2890 19 8 10 8 11 8 10 10 10 10 10 1	2 I 5	279 504 289 289 530	.11	1
9 15 11 13 14 23 14 23	company for Jacob Symonson and me, each ½, Debitor. April, To Jacob Symonson his account by me in comp. for his½ of the remise- Dito To Jacob Symonson my account by him in company, for my½ thereof Jun. To Jacob Symonson his accou. by me in comp. for his½ of the remise Dito To Jacob Symonson my account by him in comp. for my¼ thereof July, To Randoll Rice, remitted by me- Dito To Jacob Symonson his account by Dito To Jacob Symonson his account by	2 I 5	279 504 289	.11	1
9 15 11 13 14 23 14 23	company for Jacob Symonson and me, each ½, Debitor. April, To Jacob Symonson his account by me in comp. for his ½ of the remise- Dito To Jacob Symonson my account by him in company, for my ½ thereof Jun. To Jacob Symonson his account by in comp. for his ½ of the remise- Dito To Jacob Symonson my account by him in comp. for my ½ thereof July, To Randoll Rice, remitted by me- Dito To Jacob Symonson his account by me in comp. for his ½ of the gains July, To Randoll Rice, remitted by me- Dito To Jacob Symonson his account by me in comp. for his ½ of the gains Dito To Profit and Loss, for my gains- 220.6.8	2 5 2 6 5 7	279 504 289 289 530	.1	1
9 15 11 13 14 23 14 23	company for Jacob Symonson and me, each ½, Debitor. April, To Jacob Symonson his account by me in comp. for his ½ of the remise- Dito To Jacob Symonson my account by him in company, for my ½ thereof— Jun. To Jacob Symonson his account by him in comp. for his ½ of the remise— Dito To Jacob Symonson my account by him in comp. for my ½ thereof— Dito To Jacob Symonson my account by him in comp. for my ½ thereof— July, To Randoll Rice, remitted by me— Dito To Jacob Symonson his account by me in comp. for his ½ of the gains— Dito To Profit and Loss, for my gains- Dito To Profit and Loss, for my gains- Dito To Profit and Loss, for my gains-	2 5 2 6 5 7	279 504 289 289 530	.1	1
9 15 11 13 14 23 14 23	company for Jacob Symonson and me, each ½, Debitor. April, To Jacob Symonson his account by me in comp. for his ½ of the remise- Dito To Jacob Symonson my account by him in company, for my ½ thereof Jun. To Jacob Symonson his account by in comp. for his ½ of the remise- Dito To Jacob Symonson my account by him in comp. for my ½ thereof July, To Randoll Rice, remitted by me- Dito To Jacob Symonson his account by me in comp. for his ½ of the gains July, To Randoll Rice, remitted by me- Dito To Jacob Symonson his account by me in comp. for his ½ of the gains Dito To Profit and Loss, for my gains- 220.6.8	2 5 2 6 5 7	279 504 289 289 530	.1	1
9 15 11 13 14 23 14 23	company for Jacob Symonson and me, each ½, Debitor. April, To Jacob Symonson his account by me in comp. for his ½ of the remise- Dito To Jacob Symonson my account by him in company, for my ½ thereof Jun. To Jacob Symonson his account by in comp. for his ½ of the remise- Dito To Jacob Symonson my account by him in comp. for my ½ thereof July, To Randoll Rice, remitted by me- Dito To Jacob Symonson his account by me in comp. for his ½ of the gains July, To Randoll Rice, remitted by me- Dito To Jacob Symonson his account by me in comp. for his ½ of the gains Dito To Profit and Loss, for my gains- 220.6.8	2 5 2 6 5 7	279 504 289 289 530	.1	1
9 15 11 13 14 23 14 23	company for Jacob Symonson and me, each ½, Debitor. April, To Jacob Symonson his account by me in comp. for his ½ of the remise- Dito To Jacob Symonson my account by him in company, for my ½ thereof Jun. To Jacob Symonson his account by in comp. for his ½ of the remise- Dito To Jacob Symonson my account by him in comp. for my ½ thereof July, To Randoll Rice, remitted by me- Dito To Jacob Symonson his account by me in comp. for his ½ of the gains July, To Randoll Rice, remitted by me- Dito To Jacob Symonson his account by me in comp. for his ½ of the gains Dito To Profit and Loss, for my gains- 220.6.8	2 5 2 6 5 7	279 504 289 289 530	.1	1

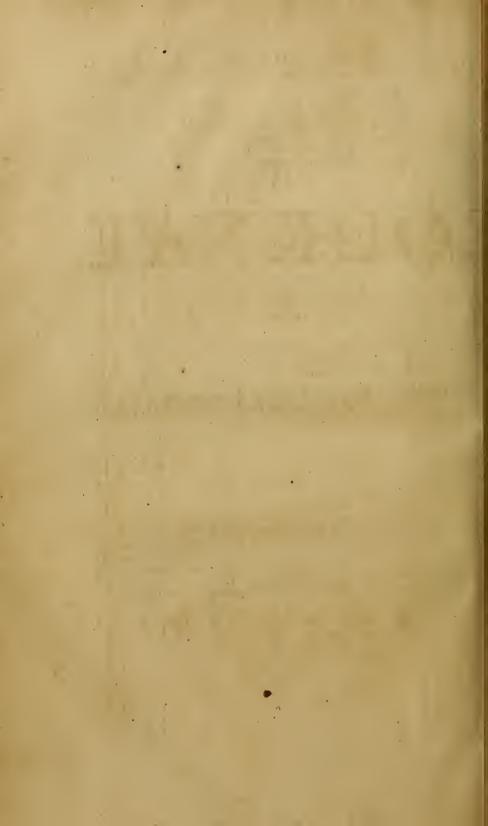
ا	Anno 1634. in Londo.	7.	(11	13	L	ŝ	ń
ay	Contra, Creditor.	1	Mil.	Re.). -			•
A 1 1	April, By Diego dito, for the faid com our account of Ready-money, rec in part	eived	06	640	9	441	13-	
1231	May, By dito Diego, received in full -		61	360	9	163	.7-	
	Sum	m— 9	68	000	L	605		_
	Contra, Creditor.	ANCE OF	4	1.7	1			
1634.1030	April, By Jacob Symonson, ordered me here an exchange of	to ma	ke g	ood		158	4	0
1030	Dito By James Wilkinson, for my Affig	nment	paid	_	9	250	4	-
12 · 7 16 I I	June, By Jacob Symonson, ordered to ma July, By Jacob Symonson his account (urrant	for	the	9	244	.5	-
100	debt of Cambrix transported to Jame	s Wilki	nson		2	135		
	Dito by Cash, received in part of the modities, being				1	100	_	
1820	Dito By Balance, due to me by conclud	de of a	cou	nt	13	446	12.	9
100		Sun	ım		L	1334	. 2	.6
311	1) 10 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1					- 1		
					7			
	Contra, Creditor.	G uil.	 at.	pe.				
1634. 8 15	April, By Andrew Hitchcock, for an ex-			-				
	April, By Andrew Hitchcock, for an exchange remitted me			-	; ; [1	504	19.	.6
11 13	April, By Andrew Hitchcock, for an exchange remitted me		15					
11 13	April, By Andrew Hitchcock, for an exchange remitted me — May, By Jacob Symon fon his account by me in comp. for ½ of my remife— Dito By Jacob Symon fon, my account by him in company, for my ½ thereof	5049	15	.8	٠ 5		. 1	I
11 13	April, By Andrew Hitchcock, for an exchange remitted me———————————————————————————————————	5049 2890 2890	15	.8	- 5	289 289	. I I	11
11 13 11 13 14 23	April, By Andrew Hitchcock, for an exchange remitted me — May, By Jacob Symonfon his account by me in comp. for ½ of my remife— Dito By Jacob Symonfon, my account by him in company, for my ½ thereof—June, By Randoll Rice his account Currant, for an exchange remitted me—July, By Jacob Symonfon his account by	5049 2890 2890 5304	15	.8	·5	289 289 530	.11	11
11 ¹³ 11 ¹³ 14 ²³ 15 . 2	April, By Andrew Hitchcock, for an exchange remitted me May, By Jacob Symon fon his account by me in comp. for ½ of my remife— Dito By Jacob Symon fon, my account by him in company, for my ½ thereof-June, By Randoll Rice his account Currant, for an exchange remitted me-July, By Jacob Symon fon his account by me in comp. for ½ of my remife—	5049 2890 2890	15	.8	· 5	289 289 530	.11	11
11 ¹³ 11 ¹³ 14 ²³ 15 . 2	April, By Andrew Hitchcock, for an exchange remitted me — May, By Jacob Symonfon his account by me in comp. for ½ of my remife— Dito By Jacob Symonfon, my account by him in company, for my ½ thereof—June, By Randoll Rice his account Currant, for an exchange remitted me—July, By Jacob Symonfon his account by	5049 2890 2890 5304	19	.8	·5 2 6	289 289 530	.11	11
11 ¹³ 11 ¹³ 14 ²³ 15 . 2	April, By Andrew Hitchcock, for an exchange remitted me May, By Jacob Symon son his account by me in comp. for ½ of my remise— Dito By Jacob Symon son, my account by him in company, for my ½ thereof— June, By Randoll Rice his account Currant, for an exchange remitted me— July, By Jacob Symon son his account by me in comp. for ½ of my remise— Dito By Jacob Symon son, my account by	5049 2890 2890 5304 3010	19 19 11 .6 .6	.8 .8	· 5 2 6 5 2	289 289 530 301	.11	11
11 ¹³ 11 ¹³ 14 ²³ 15 . 2	April, By Andrew Hitchcock, for an exchange remitted me May, By Jacob Symonson his account by me in comp. for ½ of my remise— Dito By Jacob Symonson, my account by him in company, for my ½ thereof-June, By Randoll Rice his account Currant, for an exchange remitted me-July, By Jacob Symonson his account by me in comp. for ½ of my remise— Dito By Jacob Symonson, my account by him in company, for my ½ thereof	5049 2890 2890 5304 3010	19 19 11 .6 .6	.8 .8	· 5 2 6 5 2	289 289 530 301 301	.11	11
11 ¹³ 11 ¹³ 14 ²³ 15 . 2	April, By Andrew Hitchcock, for an exchange remitted me May, By Jacob Symonson his account by me in comp. for ½ of my remise— Dito By Jacob Symonson, my account by him in company, for my ½ thereof-June, By Randoll Rice his account Currant, for an exchange remitted me-July, By Jacob Symonson his account by me in comp. for ½ of my remise— Dito By Jacob Symonson, my account by him in company, for my ½ thereof	5049 2890 2890 5304 3010	19 19 11 .6 .6	.8 .8	· 5 2 6 5 2	289 289 530 301 301	.11	11
11 ¹³ 11 ¹³ 14 ²³ 15 . 2	April, By Andrew Hitchcock, for an exchange remitted me May, By Jacob Symonson his account by me in comp. for ½ of my remise— Dito By Jacob Symonson, my account by him in company, for my ½ thereof-June, By Randoll Rice his account Currant, for an exchange remitted me-July, By Jacob Symonson his account by me in comp. for ½ of my remise— Dito By Jacob Symonson, my account by him in company, for my ½ thereof	5049 2890 2890 5304 3010	19 19 11 .6 .6	.8 .8	· 5 2 6 5 2	289 289 530 301 301	.11	11
11 ¹³ 11 ¹³ 14 ²³ 15 . 2	April, By Andrew Hitchcock, for an exchange remitted me May, By Jacob Symonson his account by me in comp. for ½ of my remise— Dito By Jacob Symonson, my account by him in company, for my ½ thereof-June, By Randoll Rice his account Currant, for an exchange remitted me-July, By Jacob Symonson his account by me in comp. for ½ of my remise— Dito By Jacob Symonson, my account by him in company, for my ½ thereof	5049 2890 2890 5304 3010	19 19 11 .6 .6	.8 .8	· 5 2 6 5 2	289 289 530 301 301	.11	11

Day 9 22	Arthur Mumperson at Dansick, my account by him in company, Dr. April, To Dansick-exchange in company for dito Arthur, remitted to be by him employed there for my company Stock	Fol.	Ĺ Â13	Ē	Ü
	Diego del Varino at Lisborn his account F. R. of Fruits, Debitor.				
1423	June, To Diego his acco. of Cash, for charges- Dito To dito his Cash, for provision, and, &c. Dito To Diego his acco. Currant, for the neat	I 2 I 2 I 2			
	Summ 270 300	L _	541	-4	·:
1634.12.7 14 2 3	Diego del Varino, his account of Cash, Debitor. June, To Cash, by me for him disbursed Dito To Randoll Rice, received in part	1 6	25 380	10	-
	Summ	1	405	10	•
1634.1620 1620	Diego del Varino, his account Currant, Debitor. July, To Randoll Rice, for mine Assignation Dito To Diego his Cash, paid Pedro to clear account-	6 12 L	161	17	. <u></u>
	Outilit	~	500	2	-
-	Thomas Trust at Antwerp, for company Ran. Rice \(\frac{3}{5}\), and \(\frac{2}{5}\), for me, our account of Time, Debitor. June, To Voyage to Antwerp, configned to dito Thomas for company \(\frac{1}{5}\), and \(\frac{2}{5}\) for fale of part of the sent goods— 15153 .9 4	0.1	515	7-	

	Contra, Creditor. April, By Danlick-exch. remitted in min own Bills, his gains here July, By Balance, due by conclude— Summ—	Flor.	gr.	. 5	Fol. 8 3		12	.8
1634.13 23	Contra, Creditor. June, By Randoll Rice his account Cur fold part at 2 months	rant.	F.	R.	6	541	-4	.9
1423 1423	Contra, Creditor. June, By Diego his account of Fruits for Dito By Cash, for my disbursed first ch Dito By Diego his account of Fruits for p July By Diego his account Currant, paid	arges rovision Pedro d	 1, 必	c ino	12	25		·7 .6
1634.14 23	Contra, Creditor. June, By Diego his account of Fruits, for the neat proceed of 270 Pieces of Figs, and 300 Pieces of Raisons						. 2	8
	Contra, Creditor. June, By Tho. Trust for company R.R. \frac{1}{5}, and \frac{1}{7} me, our account of Ready-money, for part received July, By Balance, for this conclude Summ R 2	Ouil.	3		13	1102 413 1515	.6	4 8 -

(13) Anno 1634. in London.		1		
	Fol	L	ë	đ
Tu Tu de la Company Confl. [fii.]p.				
1 100. I rust at Antwerp for compa-				
ny Ran. Rice ² / ₃ , and ² / ₃ me; our account of Ready-money, De-				
bitor.				
13.7 June, To dito Thomas our acco. of Time 11020 . 3 . 9	12	1102	_	. 4
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•	_		_	_
Fire in Court was 7 four 7 such Surren Court 1908				
Figs in Company 3 for Jacob Symonson, 195. and I me, Debitor.				
1634 14 2 July, To Voyage to Lisborn, configned to Diego del Varino, for company, as above, received 2908	3	785	13	1
15 2 Dico To George Pinchback, for charges	3		13	
Summ_ 2908	L	806	-6	77
	_			
	-		-	-
Hendrick vander Linden 1, John van Does 1,				
Jaques Reinst 1/3, their account of Time,				
Debitor.				L
1634. 16 20 July, To dito their account of ready-money, received in part for fold Wares				
1920 Dito To Balance, for conclude transported thither—	13	100	_	.8
Summ	*			
Summ	L	193	19	.8
The state of the s				r
Balance, Debitor.				
1634. 1820 July, To Jacob Symonson my account by him in comp.	2	301		.8
1820 Dito To Jean du Boys, for comp. R. R. 3, me 3 Currant- 1820 Dito To Hend. van. Lind. and comp. their commodities.	10	1092	17	10
18/20 Dito To Voyage to Antw. in comp. R. R. $\frac{1}{5}$, and $\frac{2}{5}$ me	10	189	12	
1820 Dito To Andrew Hitchcocke due to me by conclude	11	446		.9
18/20 Dito To Tho. Trust, for comp. R.R. 3, me 3 our Time acco.	12	413	.6	. 8
18 20 Dito To Figs in comp. for fac. Symonfon 3, and 3 for me-	13	806	.6	7.1
19 20 Dito To Calh, sesting therein, and brought hisher		947	. 2	. [
· Summ—	L	1794	. 3	. 1
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Day	Anno 1634. in London. (13	Fo L	s i
ау	Contra, Creditor. Guil. sti p	J. ~	
	June, By Jean du Boys, for comp. Randoll Rice \(\frac{3}{5} \), and \(\frac{2}{5} \) me, our account Current by our order remitted him-July, By Prof. & Los of dito comp. lost-	6 1093	2 17 10
\$	Summ— 11020 .3 .9	1 1102	4
	Contra, Creditor. 195.		
1634.18 20	July, By Balance, resting unfold — 2908	13 806	6.611
	-		
	Contra, Creditor.		
1634.16 20	July, By Hendrick vander Linden, and company, their account of commodities, fold for -	10 19	19.8
	Balance, Creditor,		
1920	July, By Jac. Symonson his account by me in company- Dito By Randoll Rice his account by me in company- Dito By Hen. vander Lind. and comp. their commodities	6 99	2.3.8 1.7.6 112.I
1920	Dito By Hen. van. Lind. and comp. their ready-money- Dito By Hen. van. Lind. and comp. their Time account- Dito By Stock, for difference there, being my press estate	13 .9	9.7.7 319.8 212.7
	Summ	£ 479	4.3.1
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The Second Journal:

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Calb, Debitor to Stock 1.947. 2. 1. 1). for fundry Coynes in Gold, and Silver, asby the found particulars, the 20. prefent did appear, producing Andrew Hitchcocke Debitor to Stock 1.446. 12.9. 1). for for much due to me at feveral dayes, by conclude of former book, fol. 11. being Jacob Symonson at Amsterdam, my account by him in company, debitor to Stock 1.301.—8. 1). for gl 3010.6.8. pen. due to me by conclude of former book; fol. 2. Arthur Mumperson at Dansick, my account by him in company, debitor to Stock 1.402.12.11. for 5144. Florines, 10.9705. 13.pin. Polish, due to me by conclude of former book, fol. 12.— Figs in Company \(\frac{1}{2}\) for \(\frac{1}{2}\) cob Symonson, and \(\frac{1}{2}\) for me, debitors to Stock 1.806. 6.11. 1) for 2908. Pieces unfold in former books, fol. 13. cost as there appeareth— Voyage to Antwerp configned to Thomas Trust, being in company \(\frac{1}{2}\) for the value of 19. Lasts, 24. Mudde, 3. scheples of Wheat unfold, as by former book, fol. 10. Jean du Boys at Roan, for company Randoll Rice \(\frac{1}{2}\), and \(\frac{1}{2}\) for me, our account Currant, debitor to Stock 1. 1092. 17. 10. 1). for 3642. \(\frac{1}{2}\). \(\frac{1}{2}\) four account of Time, debitor to Stock 1. 413. 6. Thomas Trust at Antwerp, for company of Randoll Rice \(\frac{1}{2}\), and \(\frac{1}{2}\) for me, our account of Time, debitor to Stock 1. 413. 6. 8. 1. for \(\frac{1}{2}\). \(\frac{1}{2}\) for \(\frac{1}{2}\). \(\frac{1}{2}\) for \(\frac{1}{2}\). \(\frac{1}{2}\) for \(\frac{1}{2}\). \(\frac{1}{2}\), \(\frac{1}{2}\). \(\frac{1}{2}\) for \(\frac{1}{2}\). \(\frac{1}{2}\). \(\frac{1}{2}\). \(\frac{1}{2}\) for \(\frac{1}{2}\). \(\frac{1}{2}\), \(\frac{1}{2}\). \(\frac{1}{2}\), \(\frac{1}{2}\). \(\frac{1}{2}\). \(\frac{1}{2}\), \(\frac{1}{2}\), \(\frac{1}{2}\). \(\frac{1}{2}\) for \(\frac{1}{2}\). \(\frac{1}{2}\). \(\frac{1}{2}\), \(\frac{1}{2}\). \(\frac{1}{2}\). \(\frac{1}{2}\). \(\frac{1}{2}\) for \(\frac{1}{2}\). \(\frac{1}{2}\). \(\frac{1}{2}\). \(\frac{1}{2}\), \(\frac{1}{2}\). \(\fra	1	Anno 1634. the 21. of July in London.	L	1	S	2
much due to me at feveral dayes, by conclude of former book, fol. 11. being Jacob Symonson at Amsterdam, my account by him in company, debitor to Stock 1, 301.—8. D. for all 3010.6.8. pen. due to me by conclude of former book; fol. 2. Arthur Mumperson at Dansick, my account by him in company, debitor to Stock 1, 402.12.1.D, for 5144. Florines, 10. gros. 13. pin. Polish, due to me by conclude of former book, fol. 12.— Figs in Company \(\frac{1}{2}\) for \(\frac{1}{2}\) for \(\frac{1}{2}\) debitor to Stock 1. 806. 6. 11. D for \(290\) 8. Pieces unfold in former books, fol. 13. cost as there appeareth Voyage to Antwerp consigned to Thomas Trust, being in company \(\frac{1}{2}\) for the value of \(19\). Lasts, 24. Mudde, 3. scheples of Wheat unfold, as by former book, fol. 1c. Jean dn Boys at Roan, for company Randoll Rice \(\frac{1}{2}\), and \(\frac{2}{2}\) for me, our account Currant, debitor to Stock 1, 1092. 17. 10. D. for \(\frac{3}{2}\) 6. 8. D. for \(\frac{1}{2}\), and \(\frac{1}{2}\) for me, our account of Time, debitor to Stock 1, 194. 12. 10. D. for \(\frac{3}{2}\) 6. 8. D. for \(\frac{1}{2}\), and \(\frac{1}{2}\) for \(\frac{1}{2}\), \(Gold, and Silver, as by the found particulars, the 20. present did	94	7:	. 2	
debitor to Stock 1, 301.—8. b. for gl 3010.6. 8. pen. due to me by conclude of former book; fol. 2. Arthur Mamperson at Dansick, my account by him in company, debitor to Stock 1, 402.12.1. b. for 5144. Florines, 10. gros. 13. pin. Polish, due to me by conclude of former book, fol. 12.—462 is of the value of 19. Lasts, 24. Mudde, 3. scheples of Wheat unfold, as by former book, fol. 10. Fean du Boys at Roan, for company Randoll Rice; and 2 for me, our account Currant, debitor to Stock 1, 1092. 17. 10. b. for 3642. w. 58. sous, 6. b. due to the said company, as by former books, fol. 6. Thomas Trust at Antwerp, for company of Randoll Rice; and 3 for me, our account of Time, debitor to Stock 1, 113.6. 8. b. for gl. 4133.5. 11. pen. due to us by conclude of former books upon this account, fol. 12. Hendrick wander Linden; John wan Does; Jaques Reynst; their account of commodities debitor to Stock 1. 194. 12.1.0 for 160. Pieces of Figs, 4. Bales of Pepper, 15. Butts of Allegant standing upon the Debit of former book, fol. 10. Stock, debitor to Jacob Symonson at Amsterdam, his account by mein company 1, 512,3. 8. b. for so much due to him by mein company 1, 512,3. 8. b. for so much due to him by	-	much due to me at several dayes, by conclude of former book,	44	6 i	2	
pany, debitor to Stock 1. 402.12.1.1, for 5144. Florines, 10. gros. 13. pin. Polith, due to me by conclude of former book, fol. 12		debitor to Stock 1. 3018. D. for gl 3010.6. 8. pen. due to me	30	1 -	-	
to Stock 1.806. 6.11. D for 2908. Pieces unfold in former books, fol. 13. cost as there appeareth————————————————————————————————————		pany, debitor to Stock 1.402.12.1.D. for 5144. Florines, 10. gros.	4 ©	2 1	[2]	•
pany; for Randoll Rice, and; for me, debitor to Stock 1.189. 12. 3. for the value of 19. Lasts, 24. Mudde, 3. scheples of Wheat unfold, as by former book, fol. 10. Jean du Boys at Roan, for company Randoll Rice; and 2 for me, our account Currant, debitor to Stock 1. 1092. 17. 10. D. for 3642. w. 58. sous, 6. D. due to the said company, as by former books, fol. 6. Thomas Trust at Antwerp, for company of Randoll Rice; and; for me, our account of Time, debitor to Stock 1. 413. 6. 8. D. for 31. 4133. 5. 11. pen. due to us by conclude of former books upon this account, fol. 12. Hendrick vander Linden; John van Does; Jaques Reynst; their account of commodities debitor to Stock 1. 194. 12. 1. D. for 160. Pieces of Figs, 4. Bales of Pepper, 15. Butts of Allegant standing upon the Debit of former book, fol. 10: Stock, debitor to Jacob Symonson at Amsterdam, his account by mein company 1. 512, 3. 8. D. for so much due to him by		to Stock 1.806. 6.11. D for 2908. Pieces unfold in former books,	80	6	6	
me, our account Currant, debitor to Stock 1, 1092, 17, 10. D. for 3642. w. 58. fous, 6. D. due to the said company, as by former books, fol. 6. Thomas Trust at Antwerp, for company of Randoll Rice; and for me, our account of Time, debitor to Stock 1, 413, 6. B. D. for 31, 4133. 5. 11. pen. due to us by conclude of former books upon this account, fol. 12. Hendrick vander Linden; John van Does; Jaques Reynst; their account of commodities debitor to Stock 1, 194, 12. 1. D. for 160. Pieces of Figs, 4. Bales of Pepper, 15. Butts of Allegant standing upon the Debit of former book, fol. 10: Stock, debitor to Jacob Symonson at Amsterdam, his account by mein company 1, 512, 3, 8, D. for so much due to him by		pany; for Randoll Rice, and; for me, debitor to Stock 1. 189. 12. 5. for the value of 19. Lasts, 24. Mudde, 3. scheples of	18	9	E Z	
Thomas Trust at Antwerp, for company of Randoll Rice; and for me, our account of Time, debitor to Stock 1, 413, 6. 8. D. for gl. 4133.5.11. pen. due to us by conclude of former books upon this account, fol. 12. Hendrick vander Linden; John van Does; Jaques Reynst; their account of commodities debitor to Stock 1, 194, 12.1. Defor 160. Pieces of Figs, 4. Bales of Pepper, 15. Butts of Allegant standing upon the Debit of former book, fol. 10: Stock, debitor to Jacob Symonson at Amsterdam, his account by mean company 1, 512, 3, 8, D. for so much due to him by	•	me, our account Currant, debitor to Stock 1. 1092. 17. 10. D. for 3642. w. 58. sous, 6. D. due to the said company, as by for-		2	17	
for 160. Pieces of Figs, 4. Bales of Pepper, 15. Butts of Allegant flanding upon the Debit of former book, fol. 10: Stock, debitor to Jacob Symonson at Amsterdam, his account by menin company 1, 512, 3. 8. D. for so much due to him by		Thomas Trust at Antwerp, for company of Randoll Rice; and for me, our account of Time, debitor to Stock 1. 413. 6. 8. b for al. 4133.5.11. pen due to us by conclude of former		3	• 6	
by mein company 1, 512, 3. 8. D. for so much due to him by		their account of commodities debitor to Stock 1. 194. 12. 1. U for 160. Pieces of Figs. 4. Bales of Pepper, 15. Butts of Allegant	iş	»4	12	
Conclude of Tormer Book; for 5.		by mein company [, 512, 3. 8. D. for fo much due to him by conclude of former book, fol. 5.		12	÷3	

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Dito, to Rand	foll Rice his accoun	nt by me in cor	npany [. 991.		
7. 6. D. for so mu of former books	ch due to him upo	on this account	by conclude	991	١
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Stock debitor	to Hendrick vand	er Linden 2. Fol	n van Does 1.		
Faquer Regnst 30	their account of of Figs, and 4. Bal	commodities 1.	194. 12. I. D.		
whole wares in	Credit of former	books, fol. 10	old 5, being the	194	
Dito, to Hend	drick vander Lind	den, and compa	any, as above,		
former books, fo	Ready-money [. 99. 7, 7. D. to	r conclude of	99	
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their account of books, as in fol.	Time 1. 93. 19.	8. D. for concl	ude of former	0.2	
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	1) Anno 1634. in London.		1.1	N.
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	Cash, Debitor.			100
2)	July. To Stocke, resting in former book, fol. 1.	947	7 - 2	
11	Stock, Debitor.			1
1634 21	July. To Jacob Symonson his account by me in company- Dito. To Randoll Rice his account by me in company-	3 99		• 5
21	Dito. To Hendr.vander Linden, & comp their commodit. Dito. Hend.vander Lind. & comp. their Ready mony—	3 .9	4 12	.7
21	Dito. To Hen.vand.Lind.& comp.their account of Time	3 .9	3 19	•8
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	Andrew Hitchcock, Debitor.		•	
1634. 2	July. To Stock, by conclude of former books, fol. 11-	2 4	16 [2	.9
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	Jacob Symonson at Amsterdam, my ouil. sti. p			
163,4.	July. To Stock, as in former books, fol. 2.	3 1 3	01	8.
	Charles Charles	-		
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	1	Stock, Creditor.
1634.	21	July by Cash, resting there in former books 1 947 2 1
	21	Dito. By Andrew Hitchcock, due to me in former books 1 446 12 0
	21	Ditto, Dy Jacob Official tay accounted that I want to
	21	Dito. by Miritar Mamper J. my account by min in comp.
	21	Director 1 180 in company, tor jurious or 3
	21	1 2 1 2 1 2 1 2 1 2 1 2 1 2 1 2 1 2 1 2
	21	The state of the s
	21	Dito.By Hend.vander Lind.& comp.their commod.acco 3 19412.1
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	2) Anno i 634. in London.	LSD
Z.Į	Arthur Mumperson at Dansick, my Flor. gr. p. account by him in company, Dr. July. To Stock, due as in former books, fol. 12 5144 10 13	1 402 12 1
1634 21	Figs in Company, for Jacob Symonfon, and † for me, Debitors. July. To Stock, resting unsold, as by acco. fol. 13.	806.611
1634 21	Voyage to Antwerp, configned to Thomas Trust, being in company of Randoll Rice; and for me, Debitor. July. To Stock, resting unsold, as in sol. 10. for—————	18912-
1634 21	Jean du Boys at Roan, for company Randoll Rice;, and for me, our account Currant, Debitor. July. To Stock, due as in former book, fol. 6.	•1 1092 17 10
163421	Thomas Trust at Antwerp, for Ouil. sti. p. company Ran.Rice; & for me our account of Time, Debitor. July. To Stock, due as in former book, fol. 12 4133 .5 11	413-6-8

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9	The same of the same		
	3) Anno 1634. in London.	五	8 0
21	Hendrick vander Linden 1, John van 108. bu. ba. Does 1, Jaques Reynst 1, their account of commodities, debitor. July. To Stock, brought from former book, fol. 10.	194	12° E
	Jacob Symonson at Amsterdam, his account by me in company, debitor.		
	Randoll Rice, his account by me in company, debitor.		
		-	
	Hendrick vander Linden , John van Does , Jaques Reynst, their account of ready money, deb.		
	Hendrick vander Linden 1, John van Does 1, Jaques Reynst 1, their account of Time, debitor.		
			1.

*		
	Anno 1634. in London. 3)	Lsò
21	Contra, Creditor, July By Stock, brought from former Book, fol. 10.	1 194 11 • 1
1634. 21	Contra, Creditor. July By Stock, due from former book, fol. 5.———	1 512 .3 .8
1634.21	Contra, Creditor. July By Stock, due in former book, fol. 6	1 991 7 6
1634. 21	Contra, Creditor. July By Stock, due as in former book, fol. 10	99 • 7 • 7
2	Contra, Creditor. July By Stock, due as in former book, fol. 13	1 93 19 8

I



Science-lovers,



N this Books Title, I made promise of Two Waste-books for exercise of the Studious: and according to the second Rule of Aid, under the 62. place, the Promiser is Debtor: therefore to have a discharge, I make part of performance in the ensuing. For here you have the first Waste-book, comprehending many varieties of usual passes

fages among st Merchants: here you have the True course of the Inventories Entrances; then followeth the Daily passages of Trading: here you have all general matters belonging to Proper accounts: In this part of the Waile-book Factorage accounts are likewise begun; and all passages made so plain, that a mean capacity may apprehend them. Therefore, who ever both deemed this Arts-learning to be Obscure, or Dissicult, and for that cause bath been kept back from the Secretic thereof, shall in the Progress of my Teachings-method find such delectable proceedings, that (contrary to its expectation) he will with ease attain to this first Waste-books true Ballances

End.

Ingenuous Learner,

Hen you intend to undergo the studious Task of Learning the enfuing two Waste-books; then note, that when the Book lyeth open before you, then is the side upon the Left hand the Waste-books propositions; from thence you are to seek your Debitors and Creditors: and the side upon the Right hand, are the Journals Dictations: that is, such words (though not Rhetorical) as are most plain, to explain the Waste-books parcells after the Debitors and Creditors are sound; thus entred for the Learners ease; not regarding my labour, nor charges at the Press, for this Art-desirers good.

I. Of

Anno 1633. the first of January in Amsterdam.	Suil sti. pe
Title.	18 2
1. Of the Ready money that we have, when we begin to trade: or, by conclude of former Books.	
1. Calculating my estate (when I left my former kind of Book-keeping) I found in several coyns of Gold and Silver, as by the agreement of my Cash, and Cash-book appeareth, the sum of—	1298——
2. And in the Banck of this City (as by my account upon fol. 1765. appeareth) there is due to me	6789
2. Of Wares, Houses, Ships-parts, and the like.	
3. I have 200. Pieces of Cambrix-cloth remaining unfold, producing at 40. guilders per Piece unto	8000
4. More, I have a House called King David, standing upon the New-Market of this City: which cost, besides the Legacy going out of the same	495315 —
5. I have $\frac{1}{16}$ of the good Ship called the Rain-bow of Sardam, Shipper upon the same is John Johnson the Elder of Ilpendam, my part cost————————————————————————————————————	. 963 12 8
3. Of Debitors.	
6. Jack Pudding at Bondon hath fent me an account dated the 28. of November last, wherein is due to me by conclude in Ready mony 89. L. 12. g., sterl. proceeding from sales of several Wares for my account, exchange at 33. g. 4. D. produceth————————————————————————————————————	
7. Daniel Beefe of Purmerent hath delivered me his Bond, proceeding from commodities fold him, due the 19. present, being-	1017-3
4. Of Debt-Demanders.	
8. Gerard Frind of Ilpendam, hath a Eill of mine, being for goods bought of him, due the 26. present, producing unto-	.465 10 8
9. Alexander Ham dwelleth in the House called King David	

Anno 163 3. the first of January in Anisterdam.	Guillais.
Title. 1. Of the Ready mony, &c.	
1.) gl. 1298. for several coyns of Gold and Silver, at present in my House, as between the agreement of my Cash, and Cash-book appeareth, the sum of	1298
2.) gl. 6789. due to me in the Banck of this City, as by my account in their Book, fol. 1765. appeareth, being———	678, ——
2. Of Wares, Houses, Ships. & e.	
3.) gl. 8000. for 200. Pieces of Cambrix-cloth, by me unfold; producing at 40, gl. per Piece	8000
4.) gl. 4953. 15. ftup, which the faid House (standing upon the New-Market of this City) cost first penny, besides the Legacies due out of the same	4953 15
5,) gl. 963. 12. 8. pen. for 76 of the same, upon which John John for the Elder of Ilpendam, is Shipper, my part cost	.963 12 8
3. Of Debitors.	
6.) gl. 896. for 89.1. 12. g. sterl. due to me in Ready mony, proceeding from Wares sold for me, as by an account received, bearing date the 28. of November, exchange at 33. g. 4. D.—	.896
7.)gl, 1017. 3. stuy, for commodities formerly fold him, as by his Bond, due the 19. present, being————————————————————————————————————	1017 -3
4. Of Debt-Demanders.	
8.) gl. 465. 10. 8. pen for Wares formerly bought of him, as by my Bond, due the 26. present, being	-465 1c 8
——————————————————————————————————————	
9.)gl.360.for his yearly dwelling rent of the faid house, standing upon	

Anno 1633. the fifth of Fanuary in Smfterdam.	Juil (ii pe
ding upon the New Market of this City; his Rent will be due the first of April next, producing yearly-	36c-	
10. Jacob Honger hath a yearly Legacy of 50. gl, out of, the House called King David, due the 27. of February next, to be released after 16. years purchase, chief sum, and rent produceth	850	
5. Wares bought for ready money, and prefently paid.		
11. Bought of Thomas Coffer 15. Butts of Sherry-fack, at 84.	1260	
6. Wares fold for ready money, and prefently received.		
12. Sold unto William Penfard 16. Pieces of Cambrix-cloth: my receit at 45. Gl. per Piece, is 13. There is a Legacy of 60. Gl. now given to me out of the House called the Emperour, standing upon the Colke of this City, payable by Sujanna Peters Orphants, due the 28. of February next, to be released after 18. years purchase, chief sum and rent produceth—	1140	
7. Wares bought, to pay upon Demand. The 12. Dito.	-7	
14. Bought of Daniel Beef 16. Lasts of Rye, at 60. agl. each Last, to pay upon demand, being	1344	_
8. Wares fold to be paid upon Demand.		
15. Sold unto Gerard Frind 12. Pieces of Cambrix-cloth, at 43. Il. 16 stily.per Piece, to pay upon demand, being-	• 525	12-
9. Wares bought, paying part ready money, the remainer upon Time.		
The 15. Dito.		
16,17.Bought of Gerard Frind 58.Hogsheads of French Aqua vita,	100	

Anno 1633.the 5. of January in Amsterdam.	Guil	fii.
upon the New-Market of this City, which Rent will be due the first of April next, being	360	
10.) gl. 850. for a yearly Legacy of 50. gl.out of the faid House, due the 27. of February next, to be released after the rate of 16. years purchase, the chief sum, and rent produceth-	850	
5. Wares bought for, &c.	7 7 1	
11.)gl. 1260 for 15. Butts of Sherry-fack, bought of Thomas Cofter, at 84. gl. per Butt; my payment is	1260	
6. Wares fold, and, &c.	-08	
12.) gl. 720. for 16. Pieces of Cambrix-cloth, fold to William Penfard at 45 gl. per Piece: my receit is	- •72C	
13.) al. 1140. For a yearly Legacy of 60. guilders, now given to me, out of the House called the Emperour, standing upon the New-sides Colke of this City; due the 28. of February next: and may be released at the rate of 18. years purchase; chief sum, and rent is	114c	
7. Wares bought, to pay, &c.	5	
The 12. Dito.		
14.) gl. 1244 for 16. Lasts, bought of him at 60. ggl. per Last, to pay upon demand; being	1344	
8. Wares fold to be, &c.	٦.	-
Pieceto pay upon demand	525	1 2
9. Wares bought, paying, &c.	1	
The 15. Dito. 16.) gl. 5568. for 58. Hogsheads of French Aqua-vita, at 96. 16. Daying part ready mony the remains a mon being the second of	1]	
gl. paying part ready mony, the remainer upon 3 mon being all 17.) gl. 37.84.	556h	

Anno 1633.the 15.of January in Amsterdam.	Guil.	ai. Į	1e.
vitæ, paying 3784 ffl. now ready; the remainer upon 3 months: the whole at 96. fl. per Hogshead, is	5568		_
10. Wares sold, receiving part presently, the Remainer upon time.			
The 21. Dito. 18, 19. Sold unto William Ducket 58. Hogsheads of French Aquavitæ, receiving 4960. gl. now ready, the remainer at 3. moneths: the whole at 120. gl. per Hogshead, produceth-	6960		
11. To pay a Debt now expired.			
The 27. Dito.	. 326	17	
12. To receive a Debt now expired.			
21. Of Gerard Frind received to clear the first parcel	••60	• I	8
13. Mony fetcht out of Banck.			
22. Fetcht out of Banck, being paid me by Frederick Wats the Cashier—	.6000	0	
14. Mony carried into Banck.			
23. My servant Francis Willing, according to my order, hath carried mony into Banck, and delivered it to John Nimble, to be set upon my account, being	• 987	Ĭ, Ş	.8
1 5. Mony and Wares, bartred for other Wares.		I	
24. Received of Gerard Frind 4. Barrels of Couchancille weighing Netto 560. tb. at 18. gl. per Centum	, 1008	0-	_
25. Against		-	

An. 1633. the 15. of January in Amsterdam.	duil (fi	pe
17.) gl. 3784. paid unto him in part of the above-named Aqua-	784_	
10. Wares sold, receiving, &c.		1
The 21. Dito. 18.) gl. 6960. for 58. Hogsheads of French Aquavitæ, at 120. gl. receiving part ready-money, the remainer upon 3. months, being all-	5980-	
19.) gl. 4960. received in part of the above-named Aquavitæ-	1960-	-
11. To pay a Debt, &c.		
The 27. Dito.		
20.) gl. 326. 17. flug. paid unto him for conclude of account—	3261	7
12. To receive a Debt, &c.		
21.) gl. 60. 1. 8. pen. received of him in full of account, being	60.	1 8
13. Money fetcht, &c.		
The 5. of February, 1633.		
22.) gl. 6000. fetcht out of the same, being paid unto me by Frederick Wats, Cashier, to wit	6000-	
14. Money carried, &cc.		٠ ٦
The 7. Dito.		
23.) al. 987. 15. 8. pen. carried into the same according to my order, by my servant Francis Willing, and delivered it to John Nimble, to be set upon my account, being	987	15 8
15. Money and Wares, &c.		
The 15. Dito.	-	
24.) gl. 10080. for 4. Barrels received of him in batter, weighing Netto 560. tb. at 18. gl. per Centum, is	t0080	
V 25. gl. 1778.		

Anno 1633. the 15. of February in Amsterdam.	Guil	Ai pe
25. Against the which I have delivered him 15. Last, 23. Mudde, and 3. Scheples of Rye, being the product of 16. Last, producing at 80. ggl. per Last, unto	1778	10
26. More, 60. Pieces of Cambrix-cloth, at 47. gl. per Piece-	2820	
27. And unto his Servant Anthony Succaro paid to clear this Truck	5481	řō_
16. Wares bartred against other Wares, and Money, enjoying rebate:	In 1	1
28. Delivered unto William Ducket 4. Barrels of Couchaneille, poize Netto. 558. tb. at 25. gl. per tb.	13950	
29. Against the which he delivereth me 334. Ends of Brasil wood, poize Netto. 22170. lb. at 44. al. per Centum, upon fifteen months discount	9754	16
30. My receipt in Money, to, clear this account is	5082	15
31. Because the discount at 8. per Centum, produceth	_886	16-
The 3. of March.	ije.	11.
32. Received of Joost Peterson, for the Orphants of Susanna Peters, the Legacy of the House called the Emperous, due the 28. of February last	~.60	
18. To pay by assignment a now expired Rent, and by Assignment to receive the over-plus: allowing Interest to the paying man.	i la ci o	N. col
33. Assigned Jaeob Honger upon Alexander Ham, for a Legacy which dito Jacob hath yearly out of the House King David, due the 27. of February last, being	•50	
3.4. Received of Giles Swaine by Affignment of Alexander Ham the remainer of a years Rent of the before-named House, due the first of April next, being	310-	1
35. So		

An. 1633. the 15. of February in Amsterdam.	Suil Ui pe
25.) gl. 1778.10. stilly. for 15. Last, 23. Mudde, 3. Scheple, delivered him, being the proceed of 16. Last, are at 80. ggl. in part of Barter	1778 10-
26.) gl. 2820. for 16. Pieces, at 47. gl. in part of Barter, delivered him, being	2820
27.) gl. 5481. 10. fluy. paid in full of this Barter unto his Servant Anthony Succaro	548110
16. Wares Bartered for, &c.	
The 21. Dito.	
28.) gl. 13950. for 4. Barrels delivered him in Truck, weighing Netto. 558. fb. at 25. gl. per Centum, being	13950 —
29.) gl. 9754. 16. stup for 334. Ends of Brasil-wood, recived in part of Truck, weight Netto. 22170. it. at 44. gl. per Centum, upon 15. months discount, being	97 5 4 i6_
30.) gl. 5082. received of him in full of this Truck, being	5082 —
31.) gl. 886. 16. sup. for the discount of gl. 9754. 16. sup. at 8. per Centum, for 15. months, is	886 16
17. To receive, &c.	•.
The 3. of March.	
32.) al. 60. received of Joost Peterson the Legacy of the Emperour, due the 28. of February last————————————————————————————————————	•60
18. To pay by Assignment, &c.	
33.) Al. 50. for mine Assignation delivered dito Jacob, in full of a Legacy, which he yearly hath out of the House King David, due the 28. of February last, being	•50
34.) al. 3 to. by his Assignment received of Giles Swaine the remainer of a years Rent of the House King David, due the first of April next, being————————————————————————————————————	310
V 2 35.) gl. 2.	

Anno 1633. the 3. of March in Amsterdam.	Suil	Œi	pe
35. So that the faid Alexander payeth 1. month before the time, which allowance I pay him out of Purse, being at 7. per Centum—	2	. 2	-
19. To Book renewed Legacies, and Rents.			
36. The Legacy of the House called the Emperour, to be paid yearly by Susanna Peters Orphants, will be due the 28. of February next, 1634. being	•60	-	
37. The Rent of the House called King David, wherein Alexder Ham dwelleth, will be due the first of April next, 1634. being—	360		
38. The Legacy that Jacob Honger hath yearly out of the House King David, will be due the 27 of February next, 1634. being—	50	-	-
20. To give a Gratuity.			1
39. Unto the experienced Counseller, Master James Well-speaker, have I freely given a Piece of Cambrix for expedition in my matters, the Piece cost	••40		
. 21. To receive a Gratuity.			
40. William Ducket hath freely given me 6. Ends of Brasil-wood, poize 400. th. for Remuneration of my former Aid, and Counsel in helping him to a good Chapman for all his other Brasil, which Reward, Requital, or Recompence, at 44. gl. per Centum, is—	176		
22. To buy Wares upon after-delivery.	12.		
The 13. Dito.			
41. Bought of William Ducket 36. Lasts, 14. Mudde of Rye, which he (by promise) is to deliver me within 14. days after this date, at 60. agl, per Last, is	3067	11	
23. To sell Wares upon after-delivery.			0
42. Sold unto Jacob Honger 340. Ends of Brasil-wood, weighing in all 22570. th. the same have I promised to deliver him, or Assigns, within 14. days next coming, producing at 44. gl. per Cent. upon 16. months rebate, unto	99301	16	-
24. Money		1	

Anno 1633. the 3. of March in Amsterdam.	Buil	lti pe
35.) gl. 2. 2. stup. paid the said Alexander out of Purse, because he payeth 1.month before the time; allowance at 7.per Cent.	• 2	2
19. To Book renewed, &c.		
36.) gl. 60. for the yearly renewed Legacies of the House called the Emperour, due the 28. of February, 1634. being——	•60	-
37.) gl. 360. for the yearly dwelling Rent of the same, now renewed, due the first of April, 1634. being	360	
38.) gl. 50. for the yearly Legacy of the same now renewed, due the 27. of February, 1634. being	• 50	
20. To give a Gratuity.		
39.) Al. 40. for one Piece given as a Gratuity unto the experienced Counseller, Master James Well-speaker, for expedition used in my matters: the Piece cost————————————————————————————————————	40	
21. To receive a Gratuity.		- \
40.) al. 176 for 6. choice Ends of Brasil-wood, qt. 400. th. given me by William Ducket, for Remuneration of my former Aid and Counsel, in helping him to a good Chapman for all his other Brasil, which Recompence at 44. al. per Centum————————————————————————————————————	176	
22. To buy Wares, &c.		
The 13. Dito.		
41.) gl. 3067. 11. stup. for a Bargain of 36. Lasts, 14. Mudde of Rye, which he (by promise) is to deliver me in 14. days after this date, being at 60. ggl. is	3067	11 —
23. To fell Wares, &c.		
42.) gl. 9930. 16. fluy, for a Bargain of 340. Ends of Brafilwood, Weight, Netto. 22570. #b. which by promife I am to deliver him, or Assigns, within 14. days next coming, upon 16. months discount, producing at 44. gl. per Centum, unto	9930	16-,
24. Money		

Anno 1633. the 13. of March in Amsterdam.	Suil Ci pe
24. Money taken upon Interest, being presently received.	
43. 44. Upon Deposito received of Susanna Peters Orphans 600. gl. being with Interest at 8. per Centum per Annum sor three months time.	608 — —
25. Money put forth upon Interest, and presently paid.	
45.46. Delivered upon Deposito unto Daniel Beese 1000. gl. being with Interest at 8. per Centum per Annum for 3. months	1030
26. Agreed with another, for Money upon Interest, which I am to receive certain days after the agreement; yet I Book the same instantly, as an Example of the like.	
The 21. Dito. 47. With Alexander Ham agreed, that he is to deliver me within some few days, for 3. months upon Deposito———————————————————————————————————	1000-
27. Agreed with another, for Money upon Interest, which I am to pay certain days after our agreement; the same I now instantly Book, as an In- stance for the like.	
48. Condescended this day, to deliver within some few days unto Jacob Honger upon Deposito, for 3. months time	.600
28. Money paid unto a Shipper, for my part of the Ships Vistualling.	
A9. Unto John Johnson Goyer have I paid my & Victualling of the Ship called the Rain-Bow of Sardam, now riding in Texel-Road, to launch forth with the first good Wind, my part produceth-	80
29. To	

Anno 1633. the 13. of Ma	arch in Amsterdam. Juil sti pe
24. Money taken	upon, &cc.
43.) gl. 600. received upon De Centum per Annum	posito for 3. months at 8. per 600
44.) gl. 8. being for the Interest 8. per Centum per Annum	of 600. gl. for 3. months, at
25. Money put f	orth, &c.
45.) al. 1000. delivered him upo at 8. per Centum, per Annum	n Interest for 3: months, being
46.) al. 30. being for the Interest per Annum, for 3. months time	of 1000.gl. at 12. per Centum,
2.6. Agreed with ano	79 - 1785 office 1 - 2
47.) gl. 1000. for our agreement fome few days, for 3. months upon	that he is to deliver me within
27. Agreed with and	ther, for, &c.
	The matter of a state of the st
48.) gl. 600. for so much agreed within some few days upon Deposite	o, for 3. months time — 600
28. Money paid unto	a Shipper, &c.
The 25, 1	
49.) gl. 80. Paid unto John John of her: the lying now in Texel-Ros good Wind, my part produceth—	ed, to launch forth with the first
	29. To

17. To receive Money for my part of Ships freight, or gain, upon a Voyage.		
50. John Johnson Goyer, not intending to have come into Texel Road with his Ship, did pay 18. I. sterl. the 30. passado unto Jack Pudding at London, for my 16 advance upon the Rain-bows Voy. ige: the same hath he sent me in English Money by Peter Clason Vischer, producing at 5 per Centum, unto	k	
30. Wares now delivered, which formerly were fold upon delivery: and the money now made me good by Assignment.		
The 2. of April.		1
40. Ends of Brasil-wood, sold unto him the 13. passado, upor elivery, poize 22570. tb. at 44. gl. per Cent. upon 16. months iscount, is		
52. The discount at 8. per Centum, per Annum, for 16. months	957 7	_
53. So that for my payment he affigneth me upon Symon Sent- orth, the same upon Francis Further: and he upon Paul Payer, of those servant, Nath. Nimble Fingers, I receive——————————————————————————————————	8973 - 5	_
54. And for my promise-performance I enter this, being	9930 16	
31. To receive Wares, which formerly were bought upon delivery, paying the same in Banck; enjoying Banck-money.		
55. In lieu or place of that which William Ducket fold me the passado, I receive of him but one half, for which we are agreed to let it pass, the same at price bought, produceth—	1533 15	8
56. The same I make good in Banck, upon the account of Getel Frind, for dito William	1533 15	g

29. To receive money for, &c.	
50.) al. 189. for a bag of Spices received by Shipper Peter	•
Majon Vischer, from Jack Pudding at London, being 18.1, ster ing, which John Johnson Goyer, not then intending to have ome into the Rode of Tixel with his Ship, lest with him the	
o. paffado for my 1 part advance upon the Ships Voyage, producing here at 5. per Centum, unto————————————————————————————————————	189
30. Wares now delivered, &c.	
The 2. of April.	
51.) gl. 9930. 16. stup. for 340. Ends, quantity 22570. lb. old the 13. of March upon delivery, but now delivered, to be discounted at 16. moneths, producing at 44. gl. per Cent. to—	9930 16
52.) gl. 957. 7. stuy, for the discount of 9930. 16. upon 16. moneths, at 8. per Centum per Annum, being	•957 • 7
53.) gl. 8973. 9 stuy for his Assignation first upon Simon Sentforth, by him upon Francis Further, and he upon Paul Payer, of whose servant Nath. Nimble-Fingers, I receive-	8973 - 9
54.) al. 9930. 16. stuy, for the parcels discharge entred the 13. of March, because of my promise-performance, I writ back	9930 16
31. To receive Wares, which, &c.	
55.) gl. 1533, 15. 8. pen. for 18. Last, 7. Mudde, received of him in lieu of that which was agreed upon the 13. of March, for which we condescend to let it pass so; the same at 66. ggl.	
per Last, is	1533 15 8
56.)gl. 1533. 15. 8. pen. by his order made good upon the account of Gerard Frind	
	1533 15 8

Anno 1833. the 2. of April in Amsterdam.	Suil (fi.)	pe
57. Banck-moneys advance paid me in hand by dito William, is at 2 ½ per Centum	••35 15	8
58. And for his promise-performance, this is thus entred, being	3067 11	
32. Money which formerly was agreed for upon Interest, is now made me good in Banck, allowing Banck-money.	1	
The 5. Dito		
59. Jeremias Willing, by order of Alexander Ham, hath writ in Banck upon my account the sum agreed for the 21. passado, being————————————————————————————————————	1000	
60: Banck-money now paid him in hand at one per Centum, is	10-	-
61. His promise-performance being the cause of this parcel, to equalize a former made parcel of	1000-	-
62. So that the Interest at 8. per Centum, per Annum for 3. moneths, is———————————————————————————————————	30	-
33. Mony now made good in Banck, which formerly I promifed upon Interest, enjoying Banck- money allowance.		
63. Made good in Banck upon Gerard Frinds account, the agreement with Jacob Honger, done the 21. of March, being	· 60c	-
64. Banck-monies allowance now paid me in hand, is	8-	-
65. This parcel arising from my promise-performance, is	·6co_	-
66. Interest at 12. per Centum, per Annum, for 3. moneths, is—	18	-
44. To	-	
A STATE OF THE PARTY OF THE PAR	,	1

Anno 1633. the 2. of April in Amsterdam. Suitsti.	٤.
57.) gl. 35. 15. 8. pen. being made good unto me in hand, for Banck-monies advance, at 2 \frac{1}{3} per Centum; is	}
58.) gl. 3067. 11. stuy, for the parcels discharge, entred the 13. of March, which being agreed upon, I write back————————————————————————————————————	-
32. Money which formerly was, &c.	
The 5. Dito	
59.) gl. 1000. writ upon my account by feremias Willing, for dito Alexander, being the sum agreed upon the 21.0f March, which was.	=
60.) gl. 10. for Banck-money paid him out of hand to dito Alexander, being at one per Centum	_
61.) gl. 1000. for the discharging of his promise made unto me the 21. of March, 1633. being	<u>.</u> .
62.) gl. 30. for 1000. gl. forbearance 3. moneths, pro rato 8. per Centum, per Annum, being	
33. Money now made good, &c.	
63.) gl. 600. made good by his order upon Gerard Frinds account, the sum agreed for the 21. of March, being 600	
64.) gl. 8. for Banck-monies allowance, now paid me in hand, being8	
65.) gl.600. for the parcels discharge, entred the 21. of M. rch, because of my promise, which being performed, I write back that	
66.) gl. 18. for 3. moneths forbearance of 600. gl. pro rato 12. per Centum, per Annum, is	
X 2 34.To	-

Anno 1633.the 19.0f April in Amsterdam.	Suil sti pe
34. To enter Interest, for a Debt due to me from another.	
67. Jack Pudding did send me an account, dated the 28. November last, wherein by conclude was due to me 89.1.12.5. ster. detained now 5. moneths in his hands, producing at 10. per Centum, unto 3. 1. 14. 8. D. sterl. exchange, at 33.5. 4. D. is—	37.6 8
68. Paid this day upon Seas-hazzard, or Ships-keel, 240.ricks Dollers unto Shipper William Lawrentson, to be repaid in London to Jack Pudding, for my account upon his safe arrival there, or wheresoever he breaketh his lading in the said Kingdom, my payment at 50. stuy. per Doller, is 60. L. sterl. exchange at 33. \$5. 4. 0. is	.600
69. So that the advance, at one penny sterl. upon each guilder, which he is to pay likewise unto the said Jack Pudding, is 2 1. 10. g. sterl. exchange, as above	•25
3 6. To buy out a Lease upon my House, paying ready-money. ———————————————————————————————————	
70. Jacob Honger hath a Lease of 50. Gl. yearly out of my House called King David, the same I have bought free, at rate of 16. years purchase; my payment is————————————————————————————————————	.800
71. So that he acquitteth me by agreement the time of the said Rent, beginning the 27. of February last, being yearly————————————————————————————————————	.50
37. To fell a Leafe due to me from another Houfe, receiving it prefently.	
72: Susanna Peeters Orphans have bought out the Legacy upon the House called the Emperour, at rate of 18. years purchase: my receit is	1080
73. So that I re-write the said Rent, begun the 28.of February last, being yearly— 74. Interest	60

Anno 1633.the 19. of April in Amsterdam.	Suil tipe
34. To enter Interest, for a Debt, &c.	
67.) gl. 37. 6.8. pen. for the forbearance of 89. l. 12. g. sterl. detained now 5. moneths in his hands, as by an account dated the 28. of November last, then due to me in ready money, producing at 10. per Centum, unto 3.l. 14.g. 8.d. sterl. exchange at 33.g. 4d. Flemish, for one pound sterling, is—	37 - 6 8
35. To pay money, &c.	
68.) gl. 600. paid him this day 240. ricks Dollars upon Shipshazzard, to be repaid in London for my account to Jack Pudding, upon his safe arrivement there, or wheresover he breaketh his lading in the said Kingdom, my payment is 60.1. sterl exchangeat 33 g. 4. D. Flemish, for each pound sterling, is—	.600 — —
64.) gl. 25. for a penny sterl. advance, upon each gl. that he is to pay unto the said Jack Pudding is, 2. l. 10.5. sterl. exchange at 33.5.4.0. being	25
3 6. To buy out a Lease, &c. The 23. Dito.	
70.) gl. 800. paid for his principal of a yearly Legacy of 50.gl, that he hath out of my House the King David, the same I have now bought free, at rate of 16. years purchase, my payment is————————————————————————————————————	800
71.) al, 50. for the time acquitting of the faid rent, writ back, as by agreement, which began the 27. of Februar, last, is—	.50
37. To fell a Leafe due, &c.	
72.) al. 1080. for the principal of a yearly Legacy of 60. al. that I have out of the house the Emperour, by them now bought free, after the rate of 18. years purchase, my receit is—	1080
73.) gl. 60. for the writing back of the said rent, which began the 28. of February last, being yearly 74.) gl. 1.	60

Anno 1633.the 23.of April in Amsterdam.	Guil	(li pe
74. Interest of the same at 12. per Cent. for 2. moneths, now paid me, is	••1	• 4
38. To assign a Debt-Demander upon a Debitor, and to receive the rest my self.		
The 27. Dito		
75. 76. Assigned Gerard Frind upon William Ducket for 1784. gl. the Remainer payeth the said Ducket unto me; the whole was————————————————————————————————————	2000	
39. Advice that the monies formerly here paid upon Ships-hazzard, are there re-paid.		
The 6. of May		7
77. Jack Pudding at London advertiseth me, that Shipper William Lawrentson is there well arrived, of whom he hath received for my use 62. L. 10. g. sterl. delivered here the 19. passado upon Ships-hazzard, exchange at 33. g. 4. D. is————————————————————————————————————	.625	-
40. To ship, or send Goods unto another Place, or Land, to be sold for my account; and this sending hath four Considerations.		4 -
The 18. Dito.		
78. (1.) Shipt to London in the Gray-hound of Soeter-meere, by Shipper John Clason of Assen-Delst, 100. Pieces of Cambrix-cloth; the same I have sent to Jack Pudding, to sell for my account, producing at 40. gl. per Piece, to	4000	
79. (2.) Bought of Anthony Succaro 1800. Frails of Figs, the same I have shipped By, and Unto, as above, to be sold for my account, my payment at 40. stuyvers per Piece, is————————————————————————————————————	3600	
The 31. Dito.		
80. (3.)Bought of Christopher Prume 10. Bales of Pepper, poize Nett. 3280. th. the same I have shipt to Hambrongh by Shipper Jaques Snell, and configned to John van Essen, to be sold for my	2214	
81.(4.) Jack Pudding (according to my order) hath shipt to Dan- sick,		-

Anno 1633.the 23.of April in Amsterdam.	oun	rri fr	
74.) gl. 1. 4 stuy. for 2. moneths for bearance of 60. gl. being at rate of 12. per Cent. is	•• }	•4	-
. 38. To affign a Debt, &c.			
The 27. Dito.			
75.) gl. 1784. for mine Affignation delivered to the faid Gerard in full; but upon the faid William only in part of account-	1784		-
76.)gl. 216. received of him in full of account, being-	-216		
39. Advice that the monies, &c.			
The 6. of May.			
77.) gl. 625. for 62. L. 10. g fterl. which dito Shipper hath delivered unto him, the value paid here the 19. of April last, upon Seas-hazzard, exchange at 33. g. 4. D Flemsh, is———	.625		-
. 40. To ship, or send goods, &c.			
The 18. Dito.			
78. (1.) gl. 4000. for a 100. Pieces shipt in the Gray-hound of Soeter-meere, by Shipper John Clason of Assen-Delst; the same I have sent to the said Jack to sell for my account, producing at 40. gl. per Piece unto			
	4000		
79. (2.) gl. 3600, for 1800. Frails of Figs, bought of Anthony Succaro, the same I have shipt By, and Unto, as above, for my account, my payment at 40. Stivers per Frail, amounteth unto——	3600		_
The 31.Dito			
80. (3.) al. 2214. for to. Bales of Pepper, bought of him at 4. moneths time, quantity 3280. th. the same I have sent by. Shipper Jaques Snell, unto John van Essen, to be sold for my account, producing at 27. d. per th. unto	2214		
8i. (4.) gl. 1860.for 80. English Durances, which he, according			

		:
Anno 1633. the 31. of May in Amsterdam.	Suil A	i pe
fick, by Shipper Giles the Post, 87. English Durances, and configned them to Peter Brassen, to be sold for my account, which cost in England with all charges 186.1, sterl. exchange at 33. g. 4. D. Flem. for each 1. sterl. is—	1800 -	
41. How to enter the charges done upon the Shipt-goods.		
82.) Custom, and other petty charges done upon the Figs and Cambrix, is————————————————————————————————————	130 -	
83.) Custom, and other petty charges upon the Pepper, is—	••72	5 —
42. To cause sent goods to be insured, paying the same presently.		
84.) Leonard Spreeme hath influed my Cambrix, shipt to London the 18. of May, my payment at 2 per Centum, is—	· · 8c	
43. To cause sent goods to be insured, paying the premie, upon advice of the safe arrivement there.		
85. The faid Leonard hath infured my Pepper, shipt for Hambrough the 3t. of May last, for which (upon the safe Arrivals advice) he is to have at 3. per Centum————————————————————————————————————	66	.8-
44. Goods infured by me, which another man had fhipt for his own account, provided that the Premie is prefently paid me.	•	
The 15. Dito		
86. Thave insured Clace Capons Canary Wines, shipt the 8. hereof from hence to Roan, by Michael Mop, Master of the Swan, amounting unto 1305. gl. my receit at 6. per Centum, is—	78	-6-
45. Goods insured by me, which another man had shipt for his own account, whereof I am to receive the Premie upon notice of the safe arrival there. The 27. Dito		-
87. I have infured Jaques Jolyt 83. Pieces of Cambrix-cloth, shipt		1

Anno 1633. the 31. of May in Amsterdam.	Guil (ti pe
to my order hath shipt by Giles the Post, and sent them to Peter Brasscur, the same cost in England, with all charges, 186.I. sterl. exchange at 33. 5. 4. 0	1860
41. How to enter the charges, &c.	
82.) gl. 130. for Custom, and other petties upon Figs and Cambrix shipt	130
83.) gl.72. stuy. 15. for Custom & other petties upon Pepper sent	.72 15 -
42. To cause sent Goods, &c.	
The 7. of June.	
84.) al. 80. for Insurance of my Cambrix, shipt thither the 18. of May, my payment unto Leonard Spreeme Assuror, at 2. per Centum, is	80
43. To cause sent Goods, &cc.	
85.) gl. 66. 8. stup. for Insurance of my Pepper, sent thither the 31. of May last, whereof (upon advice of the safe arrival there) he is to be paid at 3. per Centum	66 - 8 —
44. Goods insured by me, &c.	
The 15. Dito.	
86.) gl. 78.6 stuy, for the Insurance of Claes Capons Canary Wines, shipt from hence to Roan, the 8. present, by Shipper Michael Mop, Master of the Swan; my Receit at 6. per Centum, of 1305. gl. is	78.6-
45. Goods infured by me, &c.	
The.23. Dito.	
87.)gl,330.for the Insurance of 88.Pieces of Cambrix, valued	

Anno 1633. the 27.0f June in Amsterdam.	Suil stipe
thipt to Lisborn for his account the 15. present, by Randol Ruyve, Master of the Raven, producing 3300. A. for which Infurance upon advice of the safe arrival there, he is to pay me after 10. per Cent. Broker John Johnson Rarop, the Insurance is-	• ;30 ——
46. Writings received, that part of the Goods shipt, and sent upon my adventure, are cast away at Sea.	
88. Jack Pudding writeth me from London, that thipper John Clason, sailing upon a Sand, was forced some-what to disburthen his ship, casting (amongst other Goods) 100. Frails of my Figs over-board, producing at 2. gl. per Piece———————————————————————————————————	•200 —
47. Advice, that part of my sent Goods that were for me Insured, ore cast away, which the Insuror now payeth me.	lov.
89. More, he advertiseth me, that 6. Pieces of my Cambrix- cloth Insured the 7. present, are likewise cast away, my receit for them at 40. gl. per Piece, produceth	•240
48. Intelligence received, that part of the Goods by me Insured, are lost at Sea, the which I now presently pay.	
The 6. of July.	
90. Claes Capons Letters from Roan specifie, that ½ of the Wines by me lusured the 15. of June, are cast away at Sea, the value whereof I now pay him, being	.163 .7 8
49: Instructions how to transport full accounts unto new leaves, and then to proceed as formerly.	
91. The difference in Cash to be transported to a new leaf, is-	11533 14_
92. The difference in Stock, to be transported to a new leaf,is	23452
93. The	-

Anno 163 3. the 27. of June in Amsterdam.	uil-	(ti
at 3300. At this to Lisborn the 15. present for his account, by Randoll Rnyve, Master of the Raven, for which upon notice of the safe arrival there, he is to pay me after 10. per Cent. Broker John Johnson Rarop, the Insurance is	330	
46. Writings received, that part, &c.		
The 30.Dito.		
88.) al. 200. for loss of 100. Frails of Figs, which Shipper John Clason (as by Jack Puddings Letter) cast over board amongst other goods, he sailing upon a Sand, was forced somewhat to disburthen his Ship: my loss at 40 stup per Piece, is—	200	
47. Advice, that part of my, &c.		
89.) gl. 240. for 6. Pieces of Cambrix cast out of the said Ship, which were Insured me the 7. present by Leonard Spreeme; my receit for them, at 40. gl. per Piece, amounteth unto	240	
1-148. Intelligence received that part, &c.		
The 6. of July.		
90.) gl. 163. 2.8.pen. for 3 of 1305. gl. of Claes Capons Cana- ry-Wines, by me Insured the 15. of June, which being at Sea cast away, I now re-pay him, the value thereof producing—	163	• 2 . 8
49. Instructions how to transport, &c.		
or) of arress at them this hoise the Efficient 1		
91.) al, 11533. 14. stup, this being the difference thereof, which I for want of place transport unto a new leaf, and is	1533	[4-
92.) gl. 24592, this being the difference thereof; which I for want of place transport unto a new leaf, and is	4592	-
Y 2 93.)gl,806c.		

Anno 1633 the 6. of July in Amsterdam.	buil Clipe
93. The Debit of Cambrix-cloth, is Pieces 200. and Money-	000
94. The Credit of Cambrix-cloth, is Peices 189.and Money—	105 [2
95. The Debit of Ship the Rain-bow of Sardam, is	043 12 8
96. The Credit of the said Ship, is	- 289
50. Writings received, that the Goods by me infured, are wholly lost: in-so-much that the Owner surrendreth the Ship to me, to make my most profit of her. The 10. Dito.	
97. Jaques Joht hath Letters from Lisborn, wherein is mentioned, that the 88. Pieces of Cambrix-cloth, by me the 23. of June insured, are wholly lost, the Ship being rent, and broken upon a Rock; so that he renouncing the same, surrendreth her to me, the insured sum was————————————————————————————————————	3300
51. Advice, that the Goods by me insured (which were said to be cast away) are saved, and sold there; in so-much that the proceed thereof is by another paid to the	
Owner: the overplus of the same he re-payeth me back. The 14. Dito.	
98. Shipper Jacob Jacobson of Marken, being at that time in the Fleet next to Randoll Ruyve, cast forth his Boat immediatly, and saved Randoll, with his people. So that by his great industry he (amongst some other goods) recovered the Cambrix, and sold them there for ready money, at 36 st. per Piece; the	
thid proceed that he fent to Jaques Jolyt, being 99. So	3168

Anno 1633. the 6. of July in Amsterdam.	Sull Ail pe
93.) Al. 8000. for the present cost of 200. Pieces, being the whole Debit side in Wares, and Money, for want of place transported unto a new leaf, the money produceth————————————————————————————————————	8000
94.) gl. 8105. 12. fluy, for the falcof 189. Pieces, being the whole Credit fide in Wares, and Money, for want of place transported unto a new leaf, the money produceth————————————————————————————————————	8105 [2]
95.) gl. 1043.12.8. pen, this being the whole Debit side, transported for want of place to a new leaf, and thus crossed, because the gains upon the same should not be diminished, until the final end of that Ship: the Debit money is	1043 12 • 8
96.) gl. 189. this being the whole Credit fide, transported for want of place to a new leaf, the money produceth—	- 189
50. Writings received, that the, &c.	
The ro. Ditc.	1
97.) gl. 3300. for loss of 88. Pieces of Cambrix-cloth, by me infured the 23. of June, which according to his Letters from Lisborn, are wholly lost, the Ship being broken upon a Rock, so that he renouncing the same, surrendreth her unto me: the assurance money is	3300
51. Advice, that the Goods, &cc.	
The 14. Dito.	
98.) gl. 3168. for the proceed of the above-named 88. Pieces of Cambrix, they being recovered by the industry of Shipper Jacob Jacobson of Marken, who being at that time in the Fleet next to Randoll Ruyve, cast forth his Boat immediately, and saved the said Randoll with all his people, and with them, amongst some other goods, the said Cambrix, the same they sold there for ready money, and sent to dito Jaques, which at 36. gl. produceth————————————————————————————————————	
99 al. 198.fo	

Anno 1 63 3. the 14. of July in Amsterdam. Suil stipe
This 1033, the 14th of July in Hinter Galls
99. So that the faid Jaques repayeth me back 79; Ricks Dollers, for the conclude of this Insurance: the sum is————————————————————————————————————
52. To pay a Debt-Demander by Assignment, provided that the Payer payeth before his time; therefore he enjoyeth allowance: the Assignations residue is paid me.
100. I have affigued Susanna Peeters Orphans upon Jacob Honger, for monies now due to them, being
the time: Interest at 12. per Cent. is
102. And my receit of the faid Jacob, for Remainer, is
53. Appointed a Debtor to pay a Debt-Demander before his time, he (Demander) giving allowance to me: the Remainer I receive of the Debitor in Ready money. The 20. Dito
103. I have affigned Alexander Ham upon Daniel Beef, for part Interest-money, now due from dito Daniel, being 1027.8.8
104. I paying the faid Alexander + moneths before the time, enjoying Interest at 12. per Centum, per Annum, being 2
105. So that the faid Daniel doth me good in hand 2 11 8
54. To pay a Debt before the time, enjoying allowance.
106. Paid unto Christopher Prume for Pepper bought of him the 31. of May upon 4, moneths time, being 2177
is so that the Abatement for 2. moneths, at 10. per Centum,
55. Advice

Anna is in the sea of Tuly in Amandam will it
Anno 1633.the 14.0f July.in Amsterdam.
99.) gl. 198. for 79 Ricks Dollars, by him re-paid me, the full conclude of this Insurance being
52. To pay a Debt-Demander, &s. 2000 1
100,) gl. 608. for mine Affignation in full of monice now due to them, being608
to them, being
101.) gl.4.12. for Interest at 12. per Centum, paid me months before the time, which is
102.)gl. 5. 8. fluy. received of him in full of all accounts, being
53. Appointed a Debtor to pay, &c.
The 20.Dito
103.) gl. 1027. 8.8. pen. for my Affignation, in part of Interest-money now expired, being
104.) gl. 2. 11. 8. pen. for allowance, because I pay him moneths before the time, which at 12. per Cent. is-
105.) gl. 2. 11. 8. pen. in full payment done me good in hand
54. To pay a Debt before, &c.
106.) gl. 2177. 14. stuy. paid unto him in full of Pepper, bought the 31. of May, upon 4. moneths time, being-
107.) gl. 36. 6. fluy, for the discount of 2214. gl. at 10. per Cent. paid 2. moneths before the time, being 36.6
55. Advice

Anno 1633.the 31. of July in Amsterdam.	oan.	ai 1	e
55. Advice that the Goods formerly sent for my account are sold.			
108. Writings received from Jack Pudding at London, that he hath fold for my account unto William de Wilde, 64. Pieces of Cambrix, at 6.1. 10. g. each Piece, upon 3.mo.is sterl.1.416.			
More, fold unto Simon Sweeting 1000. Frails of Figs, at 7. g. 6. d. each, Ready-money————————————————————————————————————			
Are both 791. 1. sterl. exch. at 33. g. 4. D. is	7910		_
56. Writings received, that the Goods which were affured for me, are there well arrived, therefore I pay the Infuror.			
The 7. of Angust, 1633			
109. Hans van Essen writeth me from Hambrough, that my 10. Bales of Pepper sent to him the 31. of May, are there arrived: therefore I pay the Insurance, made the 7. of June; being——	66	• 8	
110. More, he advertiseth me of thesale of the said Pepper to Alexander Allerts, for 3600. Mark, at 16. g. Lubicks, being reduced at 21. stuyvers, or 91 fg. for each 6. gl. is————————————————————————————————————	378c		_
111. From Beter Brasseur at Dansiek have I received Letters, that he hath fold upon 2 moneths unto Leonard Lecker-beck, the 80. Durances sent unto him, at 37. Florines Polish, being 2960. Florines, exchange at 140. gros, for each 6. gl. is—	3805	14	8
57. Money received from my Fa&tor, for my Goods fold by him. The 12. Dito			
by Shipper Isbrant Dirrick son a little bag, containing 620. Pieces of 22. g Iterling per Piece, are 682. L. Iterl. producing at 11 \(^{1}_{4}\) Ol. per Piece, to	7285		
58. Exchange by my Factor remitted me, which is here accepted.			
113. Peter Braffeur at Dansick hath remitted me Florines Polish			

Anno 1633. the 31. of July in Amsterdam.	Suil flipe
Advice that the Goods, &c.	
To William de Wilde, 64. Pieces of Cambriz-cloth, at 6.1. 10. g sterl. per Piece, upon 3: moneths time, are 1.416.	2
Ready-money, are 1,375.	7910
56. Writing's received, that the Goods, &c.	check.
The 7. of August, 1633.	
109.) gl. 66.8. stup. paid him for the Insurance of 10. Bales of Pepper, shipt to Hambrongh the 31. of May last, which according to letters from Hans van Essen are there well arrived: therefore I now pay the Insurance, made the 7. of June, being-	66.8
ander Allerts, for 3600. Mark, at 16. 5. Lubicks, being reduced at 21. stuyvers, or 91 \$ 5. for each 6. \$ 6. \$ 1. are	3780 — —
111.) gl. 3805. 14. 8. pen. for the sale of 80. Durances, sold upon 2. moneths time unto Leonard Lecker beck, at 37. Florines Polish, being 2960. Florines, exchange at 140. gros, for each 6. gl. is	380514 8
57. Money received from my Faltor, &c.	
The 12. Dito.	\$
him in a little bag, by Shipper Isbrant Dirrick son, being 682. 1. steel. are at 11 \(\frac{1}{2}\) gl. per Piece	7285 —
58. Exchange by my Factor, &c.	
113.) al.3752.2. stuy, for an exchange of 2960. Florines Polish, Z remitted	

Anno 1633.the 12.of August in Amsterdam.	Duil!	Aipe
lish 2960. payable here at 10.days after fight of the Bill, by Su- fanna Peeters Orphans, the value by him delivered the 29.01 Ju- ly to Hans Holfier, exchange at 142. gros for each fix guilders, is-	3752	• 2 —
59. To draw upon my Factor, which according to the course of Custom at Amsterdam, is made me good.		
The 19. Dito.		
114. Drawn upon my account upon Hans, van Essen at Hambrough, 1800. mark Lubicks, my Bill delivered here to Daniel Beef, payable at 18. days sight to the said Daniel, or assigned,		
exch. at ½ Mark, for 31. fluyvers, are	1860	
60. Money that the one Factor by my order remitteth the other.		
115. Hans wan Essen by my appointment hath remitted to Jack Pudding at London 1800. Mark Lubicks, by Bills of Roger Rump, dated the 5. present; payable at 10. days sight by Abraham Jessey, to the said Jack, at 9 34 Mark Lubicks, for each pound sterling, are 186. 1. sterl. exchange at 33.5. 4 0. Flemish, for each pound sterl. is—	1860	
61. How to book the Abatements, and Provision of my Factor.		
116. Paid unto William Pensard, by Assignment of Hans de Ulieger, for Peter Brasseur at Dansick, being for the Abatement of 3805. gl. 14. stup. 8. pen. proceeding from the sale of 80. Durances, as likewise provision of the same, viz. Discount at 8. per Centum, for 2. moneths, is gl. 50.1.7 Provision for sales at 1½ per Centum, isgl.57	. 107	- 1
62. To fell a House for Ready-money. The 27. Dito.		
vid, all free, as by Contract; my receit is	6768	15
1,8. So that I acquit him the years dwelling, being	360	
63. To		

Anno 1633. the 12. of August in Amsterdam.	Tuil stipe
remitted me, payable here 10. days after fight; the value by him delivered 29. of July to Hans Holfter, exchange at 142. gros, for each fix Guilders, is———————————————————————————————————	3752 • 2
59. To draw upon my Factor, &cc.	
The 29. Dito.	
114.) gl. 1860 for 1800. Mark Lubicks, by me drawn, to have the value here of dito Daniel, and delivered the said Bills to him, payable at 18. days after sight unto the said Daniel, or Affigns, exchange at 12 Mark, for 31. Stuyvers, is	
60. Money that the one Factor, &c.	
ars.) gl. 1890. for 1800. Mark Lubicks, which dito Hans by my appointment hath remitted unto the said Jack, in Bills of Roger Rump, in dato 5. present; payable 10. days after sight by Abraham Jeffery to the said Jack, at 914 Mark for each 1. ser. is 186. 1. sterl. exchange at 33. 5. 4. 0.	
61. How to Book the Abatements, &c.	
116.) gl. 107. 1. stuy. paid by his Assignation unto William Pen- fard, for Hans de Vlieger, being Abatement of 3805. gl. 14. stuy. 8. pen. proceeding from the sale of 80. Durances, and also Provision of the same, viz. Discount at 8.per Centum, for 2 months, is gl. 50.1.7 Provision of sales at 12 per Centum, is—gl. 57.0.3—gl.	
62. To sell a House, &c.	
The 27. Dito.	
117.) al. 6768. 15. stuy. for sale of the same unto Lieven Leonard son, all free, as by the Contract, my receit is	6768 15
118.) gl. 460. for one years dwelling by me acquitted, and transported unto the said Lieven, being	360
Z 2 63. 7	To

Anno 633. the 27. of August in Amsterdam. Suit it pe
63. To sell a Ships-part, part for Ready money, the rest upon time.
119. 120. Sold unto Leonard Sprenge, in of the Ship called the Rain-bow of Sardam, receiving now 743. gl. 12. 8. pen. the rest will be due upon one month, my whole sale produceth————————————————————————————————————
10 10 10 10 10 10 10 10 10 10 10 10 10 1
64. Wares received to fell for another mans a mis desired by Account, being kept with out
Factor-book; as also With-out an account of Time, or Ready-money. (1907)
The 5. of September. 12.1. Received from London by Shipper Jooft Johnson the enfu- ring Commodities to fell for the account of Jack Pudding, viz. One Box, containing 100 fb. of English Saffrons, for Freight, Portridge home, and other parties paid
122. More, 60. Kersies out of the same Ship, to wit:
20. Dito. No. 1.
Freight, at 7: fluy. per Pièce
141 15 - 1
65. Commission Goods sold, part for Ready-money, the remainer at 6. months discount.
The 12. Dito. 123. Sold to Leonard Spreuwe, for the account of Jack Pudding at London, 70. th. of English Saffron; my receipt at 16. gl.
rer th. is 1120 124. More, to him for the same account, at 6. months rebate, at 310
one fluy per gl. Broker Lyon de la Tombe, viz.

August 1633	.the 272 of August in Amsterdam: Quildu pe
	63. To sell a Ships part, &c. 752.1 M 2010 CT
gl. 743. 12. 8. per being	n. 12. 8. pen. for my thereof fold him; paying n. now; the rest due upon 1. month: the whole
120.) gl. 743. the summe of	12. 8. pen. received of him in part of the faid Ship, 12. 8
6	4. Wares received to fell, &c. Timmed to be fame. ADT of Twelves of payment: the fame. I found my Mifter.
) - <u> </u>	The s of Neptember
of English Saffron Shipper Joost John	5. filip, for charges done at the receipt of one Box 1, containing 100. th. English weight, received by of one in the first account, viz. ortridge home, and other petries, paid 12
60. Pieces, receive	fully of or feveral charges done at the receipt of 12 2 1 1 1 1 2 2 2 2 2 2 2 2 2 2 2 2 2
Ligh Pilo	te, Prime, and Pale-money.
	tage, and Portridge to Ware-house-01. 1. 3.
	The 12. Dito.
123.) al 1120	o. for 70. tb. of English Saffron, sold unto Leonard ipt at 16. gl. per tb. is-
124.) gl.940. l	for 30 Pieces fold unto him upon 6. mon.discount, at ooker Lion de la Tombe: the particulars are:
	10. Kersies

Anno 1633. the 12. of September in Amsterdam.	oun un
10. Kersies. N°.1. at gl. 28. per Peice—gl. 280. 10. Dito—N°.2. at gl. 30.——gl. 300. 10. Dito—N°.A. at gl. 36.——gl. 360.	940
The 19. Dito.	
125. 126. Sold unto Jaques Jolyt, 283 th. of English Saffron, at 18. gl. per th. for the same account; being the remainer of 100. th. receiving now gl. 313. the rest to stand out one month; the whole being	513
66. To fell Commission-Wares upon discount; taking a Bill of Exchange in payment: the same I send to my Master.	
The 24. Dito	
127. Sold to Jaques Jolys for the same account at 6. months discount; Broker Thomas Farret. 10. Kersies. N°. at 1. gl. 28 gl. 280. 10. Dito N°. at 2. gl. 30 gl. 300. 10. Dito N°. A. at gl. 36 gl. 360.	940—
128. In payment whereof I have received his Bill of Exchange, nd sent it to the said Jack Pudding, payable in London by Simon blodder at fight; exchange at 35. g. is 1, 85.—11½ D. sterling, and a Guilders————————————————————————————————————	893-
129. The discount of gl. 940. at one stup. per guilder, is-	•47
67. Expired Debts received, part per Cash, part in Banck.	
The 30. Dito.	
130. The Orphans of Susanna Peters have made good in Banck art of an exchange, as in date the 12. of August, being	3052 -2
131. The like hath Daniel Beefe done, to clear a Bill, as in date no 19. of August, being	1860
132. Received of Leonard Spreume in full of Kersies, and the Ship,	1393-
the first opening of the second of the secon	773

10. Kersies. No. 1. at gl. 28. per Piece, is—gl. 280.7 10. Dito—No. 2. at gl. 30. gl. 300. The 19. Dito. The 19. Dito. 125.) gl. 513. for 28. ½ fb. fold him, at 18. gl. per fb. it being the remainer of 100. fb. for which I now receive 313. gl. the rest upon 1. moneths time, the whole is 126.) gl. 313. received of him in part of the above-named Saffron, is 66. To fell Commission-Wares, &c. The 24 Dito. 127.) gl. 940. for 30. Pieces fold unto him at 6. moneths discount; Broker Thomas Farrett, viz. 10. Kersies. No. 1. at gl. 28. per Piece, is—gl. 280.7 10. Dito—No. 2. at gl. 30. gl. 300. 1128.) gl. 863. for a Bill of exchange, taken in full payment of the laid Kersies, and sent unto him; payable in London by Simon Stodder at fight; exchange at 35. g. is 1. 850.11½ b. sterling, and in guilders 129.) gl. 47. for the discount of gl. 940. at 1. stuyver per guilder, is— 67. Expired Debts received, &c. The 30. Dito. 130.) gl. 3052. 2. stuy, made good upon my account, in part of an exchange, as in date the 12. of Angust, being— 131.) gl. 1860. made good upon my account, to clear an exchange, as in date the 19. of Angust, being— 132.) gl. 1393, received of him in full of Kersies, and the Ship being— 132.) gl. 1393, received of him in full of Kersies, and the	Anno 1633.the 12.0f Sept. in Amsterdam.	Guill	tipe
125.)gl.513. for 28. ½ lb. fold him, at 18. gl. per lb. it being the remainer of 100. tb. for which I now receive 313. gl. the reft upon 1. moneths time, the whole is 126. gl.313.received of him in part of the above-named Saffron, it 126. \text{gl.313.received of him in part of the above-named Saffron, it 127.) gl. 940. for 30. Pieces fold unto him at 6. moneths diffeount; Broker Thomas Farrett, viz. 10. Kerfies. No. 1. at gl. 28. per Piece, is—gl. 280.) 10. Dito—No. A. at gl. 30	10. Kersies. No. 1. at gl; 28. per Piece; is—gl. 280.7 10. Dito—No. 2. at gl. 30.——gl. 300.— 10. Dito— No. A. at gl. 36.——gl. 360.	•940	3
the remainer of 100. th. for which I now receive 313. gl. the reft upon 1. moneths time, the whole is 126. gl. 313. received of him in part of the above-named Saffron, is 66. To fell Commission-Wares, &c. The 24 Dito. 127.) gl., 940. for 30. Pieces fold unto him at 6. moneths difcount; Broker Thomas Farrett, viz. 10. Kerfies. No. 1. at gl. 28. per Piece, is—gl., 280. 10. Dito—No. 2. lat gl. 30.—gl. 300.—gl. 300. 1128.) gl. 893. for a Bill of exchange, taken in full payment of the laid Kersies, and sent unto him; payable in London by Simon Slodder at fight; exchange at 35. g. is l. 85.0.11 \(\frac{1}{2} \) 0. the laid Kersies, and sent unto him; payable in London by Simon Slodder at fight; exchange at 35. g. is l. 85.0.11 \(\frac{1}{2} \) 0. the laid Kersies, and the discount of gl. 940. at 1. stuyver per guilder, is 67. Expired Debts received, &c. The 30. Dito. 120.) gl. 3052. 2. stuy. made good upon my account, in part of an exchange, as in date the 12. of Angust, being— 131.) gl. 1860. made good upon my account, to clear an exchange, as in date the 19. of Angust, being— 132.) gl. 1393. received of him in full of Kersies, and the	——————————————————————————————————————		
fron, is The 24 Dito. 127.) gl. 940. for 30 Pieces fold unto him at 6. moneths difcount; Broker Thomas Farrett, viz. 10. Kerfies. No. 1. at gl. 28. per Piece, is—gl. 280. 10. Dito—No. 2. at gl. 30. 10. Dito—No. A. at gl. 36. 128.) gl. 863. for a Bill of exchange, taken in full payment of the taid Kerfies, and fent unto him; payable in London by Simon Slodder at fight; exchange at 35. g. is l. 85.0.11 \(\frac{1}{2}\)D. (Rerling, and in guilders 129.) gl. 47. for the discount of gl. 940. at 1. stuyver per guilder, is— 767. Expired Debts received, &c. The 30. Dito. 130.) gl. 3052. 2. stuy, made good upon my account, in part of an exchange, as in date the 12. of Angust, being— 131.) gl. 1860. made good upon my account, to clear an exchange, as in date the 19. of Angust, being— 132.) gl. 1393. received of him in full of Kersies, and the	the remainer of 100. th. for which I now receive 313.gl. the	513	
The 24.Dito. 127.) gl. 940. for 30.Pieces fold unto him at 6. moneths difcount; Broker Thomas Farrett, viz. 10. Kerfies. No. 1. at gl. 28. per Piece, is—gl. 280. 10. Dito—No. 2. at gl. 30		•313	
127.) gl. 940. for 30. Pieces fold unto him at 6. moneths difcount; Broker Thomas Farrett, viz. 10. Kerfies. No. 1. at gl. 28. per Piece, is—gl. 280. 10. Dito—No. 2. at gl. 30.—gl. 300. 10. Dito—No. A. at gl. 36.—gl. 360.) 128.) gl. 893. for a Bill of exchange, taken in full payment of the faid Kerfies, and fent unto him; payable in London by Simon Slodder at fight; exchange at 35. g. is 1. 85.0.11 ½ 0. fterling, and in guilders 129.) gl. 47. for the discount of gl. 940. at 1. stuyver per guilder, is 67. Expired Debts received, &c. The 30. Dito. 130.) gl. 3052. 2. stilly. made good upon my account, in part of an exchange, as in date the 12. of Angust, being— 131.) gl. 1860. made good upon my account, to clear an exchange, as in date the 19. of Angust, being— 132.) gl. 1393. received of him in full of Kersies, and the	66. To fell Commission-Wares, &c.		
count; Broker Thomas Farrett, viz. 10. Kersies. No. 1. at gl. 28. per Piece, is—gl. 280.) 10. Dito—No. 2. at gl. 30	The 24.Dito.		
10. Kerfies. No. 1. at gl. 28. per Piece, is—gl. 280. 10. Dito—No. A. at gl. 30. 10. Dito—No. A. at gl. 36. 128.) gl. 863. for a Bill of exchange, taken in full payment of the laid Kerfies, and fent unto him; payable in London by Simon Slodder at fight; exchange at 35. g. is l. 85.0.11 ½ 0. fterling, and in guilders 129.) gl. 47. for the discount of gl. 940. at 1. stuyver per guilder, is 67. Expired Debts received, &c. The 30. Dito. 130.) gl 3052. 2. stilly. made good upon my account, in part of an exchange, as in date the 12. of Angust, being 131.) gl. 1860. made good upon my account, to clear an exchange, as in date the 19. of Angust, being 132.) gl. 1393. received of him in full of Kersies, and the	count; Broker Thomas Farrett, viz.		
of the faid Kersies, and sent unto him; payable in London by Simon Slodder at sight; exchange at 35. g. is 1. 85.0.11 ½ 0. sterling, and in guilders 129.) gl. 47. for the discount of gl. 940. at 1. stuyver per guilder, is 67. Expired Debts received, &c. The 30. Dito. 130.) gl. 3052. 2. styre made good upon my account, in part of an exchange, as in date the 12. of Angust, being 131.) gl. 1860. made good upon my account, to clear an exchange, as in date the 19. of Angust, being 132.) gl. 1393. received of him in full of Kersies, and the	10. Kerfies. No. 1. at al. 28. per Piece, is-al. 280.)	•940	
The 30. Dito. 130.) gl 3052. 2. flity. made good upon my account, in part of an exchange, as in date the 12. of Angust, being 131.) gl. 1860. made good upon my account, to clear an exchange, as in date the 19. of Angust, being 132.) gl. 1393. received of him in full of Kersies, and the	of the faid Kersies, and sent unto him; payable in London by Simon Slodder at fight; exchange at 35. g. is 1. 85.0.11 - n.	-893	
The 30. Dito. 130.) gl 3052. 2. flity. made good upon my account, in part of an exchange, as in date the 12. of Angust, being 131.) gl. 1860. made good upon my account, to clear an exchange, as in date the 19. of Angust, being 132.) gl. 1393. received of him in full of Kersies, and the	129.) gl. 47. for the discount of gl. 940. at 1. stuyver per		
The 30. Dito. 130.) gl 3052. 2. stilly. made good upon my account, in part of an exchange, as in date the 12. of Angust, being 131.) gl. 1860. made good upon my account, to clear an exchange, as in date the 19. of Angust, being 132.) gl. 1393. received of him in full of Kersies, and the	guilder, is	••47	-
130.) Al. 3052. 2. Allty. made good upon my account, in part of an exchange, as in date the 12. of Angust, being	67. Expired Debts received, &c.		
of an exchange, as in date the 12. of Angust, being	The 30. Dito.	/	
change, as in date the 19. of August, being 186c 186c 132.) gl. 1393. received of him in full of Kersies, and the	130.) Il 3052. 2. Illy. made good upon my account, in part of an exchange, as in date the 12. of Angust, being	30 5 2	• 2
132.) gl. 1393, received of him in full of Kersies, and the	r31.) gl. 1860. made good upon my account, to clear an exchange, as in date the 19. of August, being	1860	
133.) al. 47.	Ship, being	1393	

Anno 1633 the 30.0f Sept. in Amsterdam.	Guil Ai pe
133. So the discount of Goods sold the 12. present, being gl. 940. at one stuyver per guilder, produceth.	47
134. Received of Jaques Jolyt in full of Salfron fold him the 19. present, the sum of	19810-
135. The discount of gl. 200. paid me before the time, as by agreement, is	1 10
68. To book After-charges; as Brokage, Ware- bouse-room, and Provision, upon Com-	
mission-Wares. The 4.of Oxober, 1633.	
136. Brokage of 60. Kersies, for the account of Jack Puding at London, producing al. 1880. at 1 stuyver, for each 6 guilders: my payment is	7 17
137. Ware-house-room, at one stup per Piece, is _gl.3} Provision of gl. 1880.at 2 per Centum, is _gl. 37.12.5	40 [2]
138. Provision of his Saffron, at 3. per Centum of gl. 1633.is	. 49
69. How to book Under-meafure, Weight, Lafts, Ells, or the like; and to carry them in form of Debitor and Creditor compleatly.	
The 12. Dito. 139. I find that Jack Puddings Saffron produceth 1 to be than the English weight; which at 16. gl, per to is	24
140. And by sale of 16. Lasts of my Rye, is found 3. Mudder one scheple under-measure; being at 60. ggl. per Last-	1, 10 2
70. To transport the Neat proceed of fold Wares unto my Masters proper account.	
The 16. Dito. 141. The difference upon 60. Kersies for the account of Juddin	k

Anno 1633	.the 30.of Septim Amsterdam	Suil di
133.) gl. 47. for 6	6. moneths discount of 940. gl. rebated at	47
134.) gl. 198. 10. the 19. present, bei	fuy, received of him in full of Saffron folding	19810
135.)gl. 1. 10.fl	up. for the discount of M. 2002 paid me be- batement, as by agreement, is	110
68.	To book After-charges, &c. 7 19	·211
t Bost 1	The 4: of Ottober 1633: 1 37 37 37	J.T.
136.) al. 7. 17. ft	ne half stuyver, for each 6. guilders: my pay	Matter !
Hent 15	PENCET CU LI WALD	7 7
Ware-house-re	fluy, for the ensuing: viz. oom, at one fluy, per Piece, is—gl. 3.—? gl. 1880. at 2. per Centum, is—gl. 37. 12.	40 12
138.) gl. 49. for a bor fales, is	ny Provision of 1633 gl, at 3. per Centum	49
69. H	op to book Under-measure, &c.	
1-11-11-11-11	The 12. Dito.	1
139.) gt. 24. for 1 eth less here, than	the English weight weighed; the same be-	10.00
ng rated at 16. gl	per 15. 15 day	24
140.)gl, 10.2.8. neasure upon 16.L	pen. for 3. Mudden, onescheple, under- ast, producing at 60. ggl. the Last, unto—	10.2
70. To	transport the Neat proceed, &c.	
	1 2 2 3 1 1 6 2 2 3	4.
1- 1-	The 16. Dito.	
141 .)gl., 1 7013.fft	ty, for the neat proceed of 60. Kersies sold, all A a charges	

Anno 1633. the 16. of Octob.in Amsterdam. Sullatin
Pudding, which I transport to his proper account, charges and provision deducted, is
142. And upon 100. th. of Saffron for him, charges, and provision deducted, the remainer is
71. To prolong a Debt upon Interest. [1] 11.1.1.
entring this day, at 8. per Centrin for 2: moneths 13
Thus far have I entred Instructions upon four parts of the Matter, whereof the Journal is made, as in the Ninth place is mentioned; remaineth lastly, to treat of the
LEAGERS CONCLUSION:
OR, BALLANCING THEREOF,
as in the 215. place is mentioned; the Causes, and Order is expressed in the ensuing: including the 242. place.
72. Of Debt. Demanders. The 23. Dito.
144. Jack Pudding at London, for Wares fold by me, and the monies all received; being still in my hands
73.0f Debitors.
<u> </u>
145. Susanna Pecters Orphans, due the 16. of December, as by their Bill appeareth; being 713
146. Jack Pudding at London, 264. 1. 16. 3, 8.0, sterl. for my fold Wares now due; exchange at 33.3, 4.0, is
74.0

Anno 1633. the 16. of Octob. in Amsterdam.	Suil fli pe
charges and provision deducted, the remainer made good in credit of his account, is	701-3
142.) gl. 1593.15. fftty, for the Neat proceed of 100. lb. fold, all charges and provision deducted, the proceed made good upon his credit, is————————————————————————————————————	1593 15
7. To prolong a Debt upon Interest.	(- ,
143.) gl. 13. 14. 8. pen for the forbearance of 700. gl. detained upon Interest, entering this day, which at 12. per Centum per Annum, for 2. moneths, is———————————————————————————————————	13 14.8
Order of the Books CONCLUSION:	
OR,	
The Order of BALLANCING the same, according to the 215. Place.	
• 72.0f Deht-Demanders.	
The 23. Dito.	
144.) gl. 2377. 18. ftuy, resting due to him this day in Ready money for Wares sold by me, and the money all received: the remainer not made good to him, is	2377 18
73. Of Debitors.	
145. gl. 713. 14. 8. pen. for a remainer of account, as by their Bill in my hands, which will be due the 16. of December next, peing	.71314.8
146.) gl. 2648.6.8. pen. for l. 264. 16.8. D. sterling, now due to mein Ready money, for Wares there sold by him, exchange it 33. s. 4. D.	2648.6.8
A2 74.0f	

Anno 1633. the 23. of Octob.in Amsterdam.	it ffi
74. Of Unfold Wares.	
147. Rye, for 18. Last, 7. Mudde, lying in John Good bloods Garners; cost 60. gold-guilders per Last, first penny:produceth	33 15 8
148. Wine, for 15. Butts of Sherry Sackes, lying in my great Cellar; esteemed at 84. gl. per Butt	60
149. Wares in the hands of Jack Pudding at London, being formerly fent to sell for my account: to wit, 700. Frails of Figs, rated at 2. gl. per Piece, is—gl. 1400.}—30. Pieces of Cambrix, at 40 gl. per Piece, is—gl. 1200.}—31.	500
150. Cambrix-cloth, for 11. Picces, at 40. gl. per Piece	440
75. Lost by several accounts.	
151. By Couchaneille, for 2. fb. under-weight, at 18. guilders	36
152. By Brasil-wood, because of a low Market	70 11 -
153. By exchange, under the Administration of Hans van Essen at Hambrongh, for my account	60
154. By exchange, for my account from Peter Brasseur at Dan-	53 12 .8
76. Gained by fundry accounts.	
155. By exchange, for my account from Jack Pudding at London—	465
156. By Rents, and fale of the House King David	1 325
157. By fale of 16. Last of Rye	444 12 8
158. By fale of 58. Hogsheads of French Aqua-vitæ	1392 —
159. By	

Anno 1633.the 23. of Octob.in Amsterdam.	Suil Cipe
74. Of Unfold Wares.	
147.) gl. 1533. 15. 8. pcn. for 18. Last, 7. Mudden, unfold, lying in John Good-bloods Garners, cost 60. gold-guilders, per Last, first penny, which produceth————————————————————————————————————	1533 15 -8
148.) gl. 1260.for 15. Butts unfold in my great Cellar, esteemed at 8.4. gl. per Butt, is————————————————————————————————————	1260
149.) gl. 2600. for the ensuing commodities formerly sent him, and restas yet unfold under his hands: viz. 700.Frails of Figs, rated at 2. gl. per Piece, is—gl. 1400.?	2600——
30. Pieces of Cambrix, at 40 gl. per Piece, is—gl. 1200.	2000 — —
150.)gl.440.for 11.Pieces resting unfold, at 40.gl.per Piece, is-	•440 ——
75. Lost by several accounts.	
151.) gl. 36. for 2. 16. under-weight, rated at 18. gl. is———	36
152.) gl. 70. 11. fftty. lost by reason of a low Market-	70 11
153.) gl. 60. lost by the exchange of 3600. Mark Lubicks—	60
154.) gl. 53.12.8. pen. lost by the exchange of 2960. Florines Polish, is.	53 12.8
76. Gained by Sundry accounts.	
155.) gl. 465. gained by the exchange, and other matters-	,465
156.) gl. 1325, gained by fales, and rents-	1325
157.) gl. 444. 12, 8. pen. gained by the fale of 16. Last, being-	.444 12 .8
158.)gl,1392.gained by the sale of 58.Hogsh.of French aquavitæ	1392
259. gl. 58.	

Anno 1633.the 23.of Octob. in Amsterdam.	Guil	sti je
159. By trading upon Interest	58	2 . 8
160. By fale of 560. th. of Couchaneille	3906	-
161. By sale of Goods at London, formerly sent for my account to Jack Pudding	140	
162. By fale of Goods fent for my account to Hans van Essen at Hambrough	1463	-3-
163. By sale of Goods, made by Peter Brasseur at Da suk	1838	13.8
164. By trading upon Insurance	113	.3 .8
165. By sales of 189. Pieces of Cambrix-cloth-	545	12
166. By sale of Ship the Rain-bow of Sardam	389	
77. Of the Ready money in Cash, and Banck.		
167. In Ready money, as by the several Coyns, I find	2715	3 8 _
168. And in the Banck of this City, as by the agreement be tween their Book, fol. 3789. and mine	5555	• 2
78. Finally: closing the account of Profit and Loss; as likewise of Stock; I find the		
169. Difference in Profit and Loss, for this years gains to be	1607	4 8 8
170. And in Stock (being my clear Estate)all Debts owing by me deducted, the difference is found to be		6 . 8 . 8
End of the first Wast-book, prepared for excercise of the Studious, and Industrious Learner. Brie	f	

Anno 1633. the 23. of Octob. in Amsterdam.	Guil	ai pè
159) gl. 58. 2. 8. pen. gained by trading therein—	58	2 .8
160.)gl. 3906. gained by the fale of 560? th.	3906	_
161.) Il. 3140. gained by the sale of several commodities formerly shipero him	3140	
162.) gl. 1463, 3. fluy, gained by the sale of 10. Bales of Pepper	1463	•3_
163.) gl. 1838. 13.8. pen. gamed by the sale of 80. Durances-	1838	13.8
164) gl. 113. 3. 8. pen. gained by trading therein	•113	.3 .8
165.) gl. 545.12. fluy, gained by the sale of 189. Pieces	545	12.8
166.) gl. 389. gained by the fale, and other paffages	389	_
77. Of the Ready-money in Cash, and Banck.		
167.) gl. 27153. 8. (ttp. for several Coyns this day in the house, as by the particulars appeareth, being	2715 3	-8-
168.) gl. 5555. 2. stuy, for to much this day therein, as by the agreement between the City-book, fol. 3789. and mine, being	5555	• 2
78. Finally, clofing the account, &c.		
169.) ol. 16074. 8.8. pen. for so much gained this year, all lof- ses, and charges deducted, the sum of	16074	-8-8
170.) al. 39526. 8. 8. pen. this being my Booksestate at pre- fent (all Debts owing by me deducted 3 the clear remainer, is—	39526	8 - 8
End of the first Wast-book, prepared for exercise of the Studious, and Industrious Learner.		

HERE

FOLLOWETH

ALPHABET.

ANNO, 1633.

IN

AMSTERDAM.



A STATE OF THE PARTY OF THE PAR			
A.	1 7.79	H.	
		- 23.0	
	- 1		
	- 1	U 765	
Alexander Ham his account of	\mathbf{f}	House King-David-fol.	, 2:
Rents —————fc	1 2 :	Hans van Essen at Hambrough	
Dito his account for Traffick-fo	1 2 :	my account Currantfol.	.6:
		January Cartain	
n n	100		
В.	10.00	I.	1
The second secon		4.	- 1
	-		
	1		
Bank — ——————fo		The state of the s	
Brafilfc	14.	Steel House his assessment of D.	
Ballance————fo	1 7.	Jacob Honger his account of Rents,	
		and Legacies ————fol.	. 2 :
		Dito his account for Traffick-fol.	.2:
The State of London		Jack Pudding at London, my ac-	
C:		count Currantfol.	. 3:
		Interest-reckoningfol.	4:
		Infurance-reckoning fol.	. 5:
	100	Insurance-reckoning———————————————————————————————————	.6:
Cash	11:6:	Fack Pudding at London, his ac-	
Cambrix-cloth ———fo	11:6:	count of Saffron — fol. Dito his account of Kersies — fol. Dito his account Currant — fol.	.7:
Couchaneille — fo	14:	Dito his account of Kersies—fol.	. 7:
Christopher Prumefo	1 5:	Dito his account Currentfol.	.7:
	The same	1	/
	1		
D.	- A. J. W.	K.	
		N.	
	-		
Daniel Beeffo	1 . 2 :		
Daniel Beeg		\mathbf{L}_{ℓ}	
	-		
E.		Leonard Spreeuwe fol.	-1
E,		Tol.	. 5:
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	,		
Estate-reckoning———— fo	17:	м	
	_	171.	
	100		
F.		N.	
French-Aqua-vitæfo	l : 3 :		
1		0.	
G.			
3.	- 171	P	
	- 11		
Gerrard Frind fo	ol:3:	Profit, and Loss———fol B b Promise-	4:
		B b Promise-	' 1

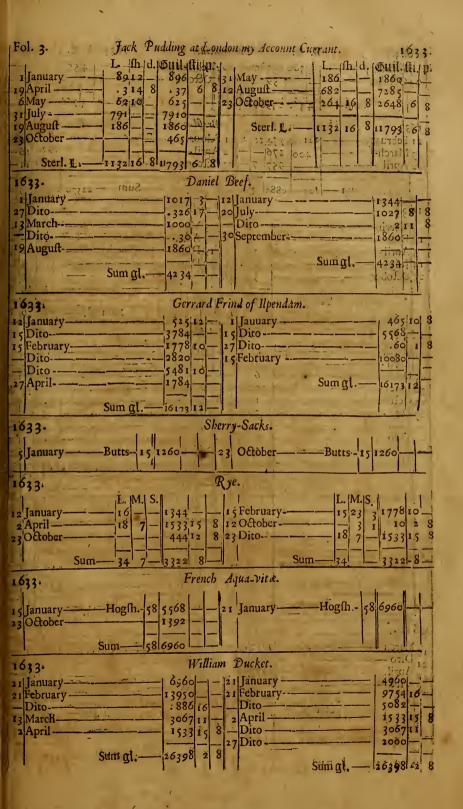
Promise-reckoning ——fol 4:	Sherry-Sacks————fol 3
Peter Braffeur at Dansick, my ac-	
count Currant———fol 7:	
	т.
Q.	
	V.
R.	
	Voyage to London, configned for
Ryefol. 3:	my account to Jac. Pudding-fel Voyage to Hambrough, configned
	for my account to John, alias
(a)	Hans van Essenfol
S.	Voyage to Dantsick, configned for my account to Pet. Brasseurfol.
	my account to 1 cr. Dragestioi.
Stockfol1:6:	W
Susanna Peter's Orphans their ac-	
count of Rents and Legacies-fol 2:	7771W: 73 /
Dito their account for traffick-foll. 2: Ship the Rain-bow of Sardam-foll. 2:6:	William Ducket———fol 3 William Laurens son Shipper—fol 5
omp the tank pow or our dam. Ton, . 2. or	The survey zame confer out the results
A COUNTY OF THE REAL PROPERTY.	
100	

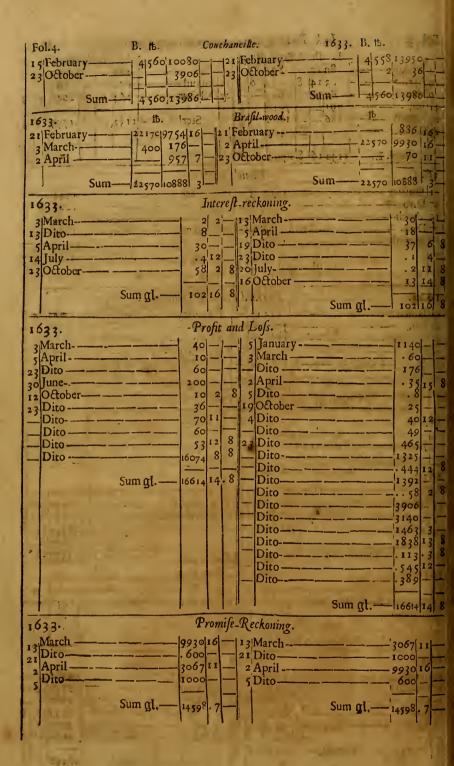
Brief

Brief Contents of each Leager account arising from this first Waste Book.

	this fift watte-book.	(mm) 1
1633.	Cash. 1-2.	- doFol. i.
Debitor.	Buill 1 1 1 Cred	
[anuary	-1298 - 5 January	1280
Dito	- 720 - rol Dito	12284
Dito	-4960 - 27 Dito-	muz 326 17
27 Dito	60 1 8 7 February	98715,8
February-	-6000 - I Dito-	548110
2 i Dito	-5082 3 March-	2 2
3 March	60 - 13 Dito-	1000
Dito	- 310 - 25 Dito	unis 80 - [
Dito	Justin-	10
29 Dito————————————————————————————————————	- 189 - 19 Dito - 23 Dito -	de 21.1 800 -
Dito	35 15 8 18 May	
Dito	- 8 - Dito	13015
Dito	-1080 - Dito	1.72
Dito	1 4 - 7 June-	. 80 2 8
17 Dito (91)	216 6 Inly	16314
ı s'June-	1.70 0 10110	11533
36 Dito-	240	
		Sum gl. 2991116
Sum gl.—	- 29911 16 - 1 · · · ·	
-		0.0
1633.	Bank.	
t' January	- 6789 - 5 February	6000'
7 February	- 987 15 8 2 April	1533 15 8
7 Arrila	-1c00 - 5 Dito	600
30 September ————	-3052 2 2 23 October	5555 2
_ Dito	-1860	
6-17-		Sum gl.—13683 17 8
Sum gi, —	13688 17 8	110
	Cambrix-Cloath.	
1633.		
	5 January ————————————————————————————————————	
6 July 13	898105 12 — 12 Dito — — — — — — — — — — — — 15 February - —	12 525 12 - 1
Sum Peec.	89 16105 12 3 March -	60 2820 -
Sum rece.	18 May-	100 4000
A CONTRACTOR OF THE PARTY OF TH	6 July	200,8000
	Sum P	eeces 389 16150 12 _
1633.	Stock.	•
	- 465 10 8 1 January	1,2001
6 July	- 234 5 2 - Dito -	6789
o july -	Dito-	- 8000
Sum al.—		495315
36	Dito	. 963 12 8
	Dito	.896
A CONTRACTOR OF THE PARTY OF TH	Dito	1017 3
The second second		
	I I I Bb 2	Sum gl 23917 10 8
		The second second

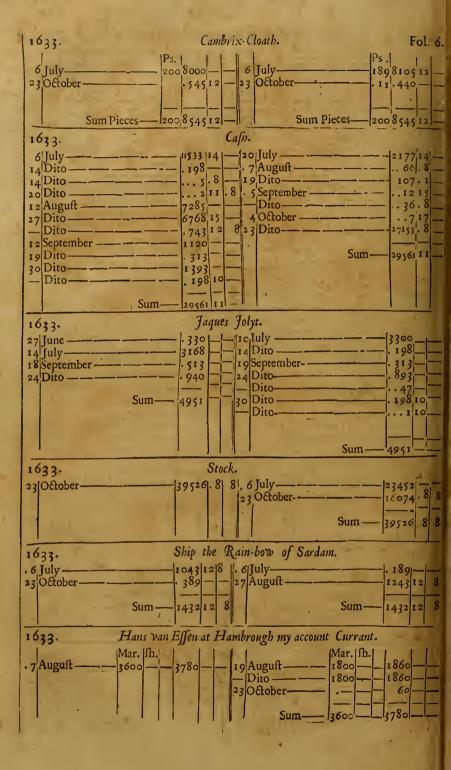
1633.	Lis Hr.	House Ki	ng David.	o sincil	Cr. Pol.2.
I January-	,	495315	- 5 January-		360
			- 3 March	-	360-
3 March —			23 April		
27 August-		. 360	7 August-		6768 15
23 October -		1325			
1.6-1-		-010		Sum g	1. 7538 15
121	Sum gl.	7538 [25]-	-11		
1633.		Mexander Ha	m his Account	of Rents -	
		7 . 17 . 1	_ (_		13
5 January -		360	- 3March-		50-
3 March-		360	_ Dito		310-
_ 3 3 -			August		360
1 3 1	Sum gl	720 _	<u> 27 </u>		
1933.	Facob Ho	nger bis Acco	unt of Rents at	nd Lenacies.	-5-
3 March —					1 8 66
23 April—		800-	- 3 March		850
Dito-			3 Iviai Cil-		50
- Dito		- 50	4	Sum gl	900
			<u>" </u>		
1632.	Susanna Peter	s Orphans, t	heir Account of	of Rents and I	Legacies.
5 January -		11140	3 March-		60 - -
3 March-		_ 60	23 April	-	1080-
	-17		Dito,		60
	Sum al.—	1 200 1_			
1		1 77 1		T M 1	
1633.	Ja		is Account for		
2 April-			- 13 March		19930/161
		- 9930 16 -	21 Dito-		600
5 Dito		- 600	- 2 April -		957 - 7 -
-Dito-		- 600	- Dito		8973 9
_Dito		- 18	14 July		608
0.100	C a.Y		-Dito		• 4 12
1000	Sum gt.—	21079 I 2	Dito-	i	- 5 8
				Sum al	,
		, -7 1			21079 12
1633.	Alex	ander Ham h	is Account for	Traffick.	
2 1 March-		-11000	5 April		11000'
20 July		1027 8 8	Dito——		1000
- Diro-		. 2 11 8	Dito		30-
-					
-	Sum gl.—	-12030-	, II	Sum gl.	2030
1633.	Susanna 1	Peters Orbban	s , their Accour		
14[July	J			· jor = / wyjren	
12 August		608	Dito—		600
16 October —		12,4 1 0	30 September		- 8
		-314	23 October —		3052 2
- " -	Sum gl. —	-4373 16 8	Jocesber		71314 8
3584	,	1,3/3	1	Sum al.—	127276
1633.		Ship the D	sin hom of C		<u>4373 16 </u> 8
			ain-bow of Sai	aam.	100
I January ==		- 963 12 81			- 189
25 March	7	- 80	6 July		- 1043 12 . 8
July-		189			
	Cum al	1020	1 11 -	Sum gl:-	- 1232 12 . 8
	Sum gl.—	-112321121 81			/

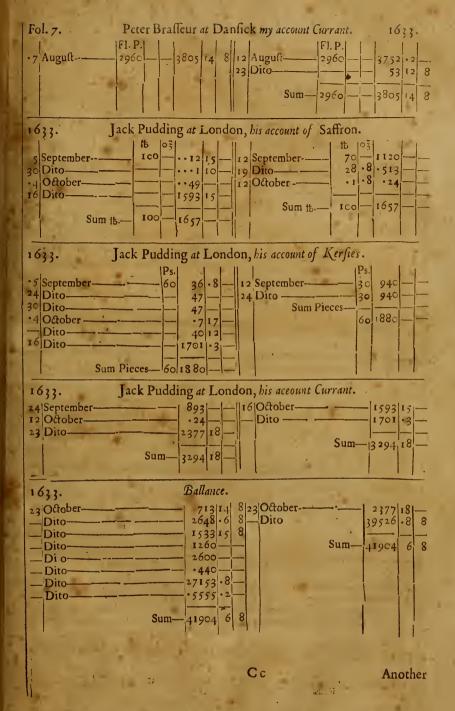




1633.		William Laurentson	Shipper.	Fol. 5.
19 'April ————————————————————————————————————		- 600 - 6May		- 625
_ Dito	Cum	625		
	Sulli—	- 62)1		
1633.	Voyage to L	ondon configned for m	y account to Jack Pi	ıdding.
18 May		- 4000 30 June	e 	- 200
_Dito		- 3600 Ditto		7910
. 7 June		130 31 July 80 23 Octo	ober	_ 2600
23 October—		3140	Sum-	10950
	Sum-	-10950 - -		
1633. V	oyage to Hambr	ough, configned for m	y account to Hans v	an Essen.
31 May		-[2214] 20 Tuly		-1.36'.6'-
- Dito		72 15 7 Augu	ıst —————	— 3780 — —
23 October—		-1463 3-	Sum —	- 3816.6 -
	Sum —	- 3816.6		
1633- 1	Voyage to Dansi	ck, consigned for my a	ccount to Peter Bra	Jeur.
11 ₁ May		-[1860]-[1.7]Augi	uft	- 3805 141 8
		107 1		
23 October —		183813.8		
1	Sum-	-3805 14 8	45	
633.	- Colonia	Christopher Prun	ne.	
o July	<u></u>	2177 14 - 31 May-		3214
- Dito	Sum-	36 . 6 —		
	Julii	2214		
		1 1 1 1		1 1 1
1633.		Leonard Spreeu		
7 August—		- 1243 12 8 27 Augu	ft	743 12 8
2 September		940 - 30 Septe	mber	- 1393
7	Sum-	2250 - 8 - Dito		47
000		122,0	Sum-	225c 8
1633.	-7,	Insurance-Reko	ming.	
6 July-		- 163 2 8 i 5 June-		-1.78 6-
3 October		-3300 - 27 Dito-	*	- 330 3168
1				
	Sum-	3576 6 -	Sum —	-3576 6 -
1				

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Another Ballance of this first Wast-book followeth on the next side.

Science-Lovers,

Hen you intend generally to make a Survay, or Ballance of your Books, then sheweth the first place of these three Mony-places, how you may fitly keep your Great additions throughout your whole Leager, by Ruling and Drawing them upon a Paper, as the ensuing Instances present unto your Eye-view: from the which you may easily, and instantly proceed unto your Second and Third Ballance.

Cc 2

Survay

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	SURVEY OF THE	Thus ought your	Thus ought your Second, Gr, Tryall	Thus ought your True-Ballance to
		at the first view of	Ballante to fland,	True Ballance to fiznd, which you transport into your
	General-Ballance, or	every thing is tran-	with the Lolles.	New books.
	Ed as reskoning	sported out of the	1 1-1-	
	Estate-reckoning.	Watte-book into		
	3000			
1		0.000		
1	7 1:			- II. au
	· Debitor.	Guild. fli pe	Suild. Ai pe	ouild, til pe
-	Die Tabal Co			
2	Dito. To Bank, as in fol. 1. appeareth-	13688 17 -8	5555 2	5555 2
-	Dito. To House King David, tol.2.	.6213 15		
-	Dito. To Susanna Pecters Orphans	.5573 16 .8	1 -713 14 -8	14 .8
	Dito. To Jack Pudding my account		1:00	2648 -6 -8
1	Dito. To Wines, for 15. Butts unfold	11328 -6 -8	2648 - 6 - 8	
	Dito. To French Aqua-vitæ, for 58.	1260	1260	1260
	Hogheads-	(0)		
1_	Dito. To Rye, for 18. Last, 7. Mudd,	.5568		
	fol. 3.———————————————————————————————————		1522 15 8	1533 15 8
-	Dito. To Couchaneille, as in fol.4.	2877 15 .8	36 — —	4) 22 27 .
-	Dito. To Brafill, as in fol.	10080	70 11 -	
-	Dito. To Interest reckoning, fol	1 10888 3		
-	Dito. To Profit and Lofs, fol	1 320 2 8		
-	Dito. To Voyage to London, confign-	. 320 2		
1	ed to fack Pudding, fol,	7810	2600	2600
-	Dito. To Voyage to Hambrongh, fol	11 '		
-	- Dito. To Voyage to Dansick, fol.	1967 1		
-	-Dito. To Insurance reckoning, fol	3463 2 8	3	
-	- Dito. To Cash, as appeareth in fol	2006 VITTI-	27153 8-	27153 8_
1-	- Dito. To Cambrix, 11. Pieces unfold	8000	440	440
-	-'Dito. To Ship the Rain-bow, fol	1042 12 8		
-	Dito. To Hans van Essen at Hambo	-		
1	rough, my account Current, fol	3780	- 60	
-	Dito. To Peter Braffeur at Dansick	, '. -	-	
	my account Current, fol.	3805 14 8	53 12 8	
-	Dito. To Jack Pudding at London, his	# 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		
	account Currant, fol.	917	-	
	A Company of the Comp		-	
	Sum gl.—	130544 15 -	42124 10	41904 -6 -8
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SURVEY OF THE	Thus ought your Thus ought your Thus ong t your
	accounts to Hand Second, or Tryall- True billance to
General-Ballance, or 1	your Books, when with the Gaines. Transport to N.m.
	each parcel is tran-
Estate-reckoning.	Iported out of the
	Journal & Leager.
$C \cdot P_{\bullet}$	
Creditor.	Suild. fli pe Guild fli pe Guild fli pe
Die D. D. I. de C.I	
Dito. By Banck, asin fol. 1 appeareth-	8133 15 8
Dito By House King David, tol. 2.	7538 15 - 1325 -
Dito. By Susanna Peeters Orphans—Dito. By Jack Pudding my account	4860 -2
Current-	
Dito. By French Aquavitæ 58. Hogf-	9145 465 -
heads fold————	
Dito. By Rye, for 16. Last sold, fol. 3.	
Dito. By Couchaneille, as in fol. 4	1788 12 8 .444 12 8 13950 - 3966
Dito. By Brasil, as in fol. 4.	10817 12 - 3900
Dito. By Interest-reckoning, fol.	102 16 8 58 2 8
Dito. By Profit, and Loss, fol.	394 7 8 74 5
Dito. By Voyage to London, fol	8350 - 2140 -
Dito. By Voyage to Hambrough	3816 6 1463 3
Dito. By Voyage to Dansick, fol.—	3805 14 8 1838 13 8
Dito. By Insurance-reckoning, fol.— Dito. By Cash, as appeareth in fol.—	3576 6 - 113 3 8
Dito. By Cambrix-cloth, fol.	2408 3
Dito. By Ship the Rain-bow, fol.—	8105 12 545 12
Dito. By Hans van Essen my account-	1432 12 8 389
Dito. By Peeter Braffeur my account-	3752 2
Dito. By Jack Pudding at London, his	
account Current	3294 18 - 2377 18 - 2377 18
Dito. By Stock, for my just Estate-	24592 - 24592 - 39526 . 8 8
0 2	
Sum gl.—	130544 15 - 42124 10 - 41904 .6 8
the second second	
4 5	

or South and a Co. A STATE OF THE PARTY OF The second secon and the second second second 113 ALC: - 1250

Un-wearied Learner,



Aving passed through the former Wast-book, and Books-ballancing, your further Task is to try your Capacity in the ensuing Wast-book. But before you come to that (which is the 31:of October) you must make an Inventory out of your last Books-ballance, entering the same into your New-

Fournals beginning, in order as the Journals Distations of the Inventory-parcels shall direct you - whose Debitors and Creditors ought to be entred as your first beginning was; because you should have an uniform order in your proceedings, and not be subject to one manner in one Books beginning, and another manner in another Books beginning, as the usual manner of all Printed Books, and Teachers teach: but if you look Litt.S. No. 1. in the compleat fournal comparing the same with the Ballance of the Leager A. and with Stock in the Leager B. you shall be led (as by the hand) to my meanings expression. In the last Ballance your Estate was found to be al. 39526. 8.8. pen. but that parcel must not be medled with: for when all the other Nine sums are entred into your Journals Inventory, and posted over into your Leager, then will your Leagers difference in Debit and Credit, manifest your Old Books Estate; and your present Estate in your New Books, cannot by a stranger that should cast an Eye into them, be discerned, as when your Estate standeth in one entire sum. This for advice, each do his pleasure.

Thefe

These against-standing Nine parcels are the Journal-Dictations, for the Inventory-parcels, and the order to shew which should be first entered.

NOTA,

With Jack Pudding at London (both for His, and My account) I keep an account of Time, and Ready money in this Book, to shew the manner of carriage thereos.

AGAIN,

The double Lines that correspond unto each other, shew the quantity of Journal-parcels, included in the Opposite Wast-book parcels.

79. Mony remitted in my own Bills unto him, whom we serve in Commission.

_The 31. of October, 1633.-

Remitted unto Jack Pudding at London, and for his account, 1. 208.1. 2. D. sterl, the value of my self, payable at usance for my account by himself, unto himself, exchange at 37.sh.is—

ouil sti ne

Anno 1633. the 24. of October in Amsterdam.	Guil	Ai pe
gl. 27153. 8. stup for several coynes this day in the House, as by the particulars, and the agreement with the Leager, No. A. appeareth.	27153	. 8 —
gl. 5555. 2. stuy. for so much therein this day due to me, as by the agreement between the City-book, sol. 3789. and in the Leager, No. A. appeareth————————————————————————————————————	5 555	· 2 —
gl. 1533. 15. 8. pen. for 18. Last, 7. Mudde, resting unsold, lying in john Good blonds Garners, cost 60. ggl. per Last, first penny is—	1533	15 8
gl. 1260 for 15. Butts of Sherry-Sack, lying in my great Cellar, rated at 84. gl. per Butt, is	1260	
gl. 2600. for these ensuing commodities formerly sent him, testing as yet unfold under his hands: viz. 700. Frailes of Figs rated at 2. gl. per Piece, is—gl. 1400.—30. Pieces of Cambrix-cloth, at 40 gl. per Piece, is—gl. 1200.—	2600	
gl. 440. for 11. Pieces unsold in former Leager, N°. A. rated at 40. gl. per Piece, produce————————————————————————————————————	•440	
gl. 713. 14. 8. pen. for a remainer of account, as by their Bill in my hands, which will be due the 16. of December next, being—	•713	r ₄ -8
gl. 2648. 6. 8. pen, for 264. l. 16. g. 8. h sterl. now due to me in Ready-money, for Wares there fold by him for my account: exchange at 33. g. 4. h. is	2648	.6:8
gl.2377. 18. stuy. resting due to him in present Money, being received for Wares sold for his account, and not yet made good unto him, the summe, is————————————————————————————————————	2377	18-
79. Money remitted in mine own Bills, &c.		
The 31. of October. gl. 2309. 9 fluy, for 1. 208. 1. 2. B. sterling, remitted him, the value of my self; payable at usance for my account by himself, unto himself, exchange at 37. g is.	2309	• 9
D d gl. 31. 2. 8. pen		

Anno 1633. the 31. of October in Amsterdam.	Buil	Ai	pe
So that my Provision of the Remise, at the per Cent. is—gl. 7.16.—And Banck-monies advance, at one per Centum, is—gl. 23. 6. 8	31	• 2	•8
80. Wares received to sell for another mans account, being kept with a Factor-book; but without an account of Time, and Ready-money: yet so that there be a Nomination of the Wares particularly. in the Leager.			
See the 64. Title place.	1		ì
The 12. of November.			
Received several Commodities by John Dirrickson, Shipper to sell for the account of Matthew Masters at Hull; charges upon the receit, as in Factor-book, sol. 3. at large appeareth, is	••68	• 6	77.47
81. To fell Commission-Wares upon six Months discount, being kept with a Fastor-Book.		4	
The 15. Dito.		3	6
Sold unto Susanna Peters Orphans, for the account of Matthew Masters at Hull, 70. Kersies, 25. Dozens, and 10. white English Clothes, upon 6. months discount; whereof al. 1083. are to stand out 6. Weeks, the residue upon Demand: the whole as in Factorbook, fol. 1. and 3. produce————————————————————————————————————	4685		
Nota, This is another form.			3
More, unto them, for the account of Thomas Stern at London, 80. Kersies, upon 6. months rebate, as in Factor book, fol. 2. are—	2080	7	- 9
The 20. Dito.		1	10
More, unto them, for the account of Matthew Master of Hull, upon 6. months rebate, 70. Kersies, 25. Dozens, and 10. white English Clothes, at price, as in Factor-book, fol. 1. and 3.	5045		
More, unto them, for the account of Thomas Stern at London, 40. Kersies, and 83 Dozens, upon 6, months discount, as in the Factorbook, fol. 2. at large, worth	4775		
82. Wares			

Anno 1633. the 31. of October in Amsterdam.	Suil stipe
gl. 31.2.8. pen. for the enfuing: to wir, For my Provision of this Remise, at 3 per Cont. is—gl. 7.16.— For Banck-monies advance, at one per Cent. is—gl. 23. 6. 8.	31 -2 -8
80. Wares received to fell for another, &c.	
See the 64. Title place.	
The 12. of November.	
gl. 68. 6. stup. for charges done upon the receit of 80 Kersies, 50. Dozens, and 20. English Clothes; received by Shipper John Dirrickson, as per Factor-book, fol. 3. at large appeareth in particulars—	68 -6—
81. To fell Commission Wares, &c.	
The 15. Dito.	
gl. 4685. for 70. Kersies, 25. Dozens, and 10. white English Clothes, sold upon 6. months discount; whereof gl. 1083. are to stand out 6. Weeks, the residue upon Demand: the whole as in Factor-book, sol. 1. and 3. produce————————————————————————————————————	4685
Nota, This is another form. gl. 2080. for 80. Kersies, fold upon 6. months rebate, as in Fa-	
ctor-book, fol. 2. are	2080 —
The 20. Dito.	
gl. 5045. for 70. Kersies, 25. Dozens, and 10. white English Clothes, sold upon 6. months discount; as at large in Factorbook, sol. 1. and 3. appeareth, being————————————————————————————————————	5045 —
gl. 4775. for 40. Kersies, and 83. Dozens, sold upon 6. months discount; as in the Factor-book, sol. 2. at large appeareth————————————————————————————————————	4775
Dd 2 82. Wares	

82. Wares bought in Commission, the which I send unto my Master; paying for the same by Assignment. Bought of David Darling 60. sulles of Kettles, weighing together 10612. It. Akons, which being reduced at 160. st. Akons, for 100. st. Amsterdams, are 10012. st. Amsterdams weight; the same I have sent to Thomas Stern at London, and for his account by Shipper John Jacobson of Enchuysen: for which I have assigned the said David upon Susanna Peters Orphans, the parcel at 60. st. per Centum, is————————————————————————————————————	Anno 1633. the 27. of November in Amsterdam.			
Charges, Custome, at 15 stuyvers per Centum, is————————————————————————————————————	82. Wares bought in Commission, the which I send unto my Master; paying for the same by Assignment.			
Custome, at 15 stuyvers per Centum, is————————————————————————————————————	10612. It. Akons, which being reduced at 160. It. Akons, for 100. It. Amflerdams, are 10012. It. Amflerdams weight; the same I have sent of Thomas Stern at London, and for his account by Shipper John Ja-obson of Enchnylen: for which I have assigned the said David upon	6007	•4-	
Item, Ballance the account of Thomas Stern at London, and close	Cultome, at 15 stuyvers per Centum, is————————————————————————————————————	. 271	14	
Item, Ballance the account of Thomas Stern at London, and close				
Item, Ballance the account of Thomas Stern at London, and close				
Item, Ballance the account of Thomas Stern at London, and close t.				
	Item, Ballance the account of Thomas Stern at London, and close t.			

Anno 1633. the 27. of November in Amsterdam.		ui pt
82. Wares bought in Commission, &c.		
gl. 6007. 4. stup. for 60. fulles of Kettles, bought for Readymoney, and shipt to him for his account by Shipper John Jacobson of Enchuysen, weighing together 10612. tb. Akons, which being reduced at 106. tb. Akons, for 100. tb. Amsterdams, are 10012. tb. Amsterdams, producing at 60. gl. per Centum, to	6007	•4
gl. 211. 14. ffup. for the enfuing Charges, and Money, fent for a full conclusion with him: viz. Custom, at 15. stup. for each 6.gl. is——gl. 75. 2.— Brokage, at ½ stup. for each 6.gl. is——gl. 25.—. Weigh-money, Boatage, and the like is——gl. 19.18.— And for conclude of account, sent him by R. P. in species———gl. 91.14.—	211	14
gl. 60. for my Buying Provision of 6007. 4. at one per Cent.	60	_
gl. 6007.4. Aug. for mine Assignation delivered unto dito David in full of Kettles bought, being	6007	•4-
gl. 486. 10. stuy. for discount of 9730. gl. at one stuyver per Guilder, is	·486	10
gl. 76. 18. 8. pen for several charges upon 60. Kersies, and other Wares, as in the Factor-book, fol. 1. and 3. at large appeareth, being	76	18.8
gl. 208. 7. stuy. for Ware-house-room, and Provision, as in the Factor-book, fol. 1. and 3. at large appeareth, being	.208	•7_
gl. 8889. 18. 8. pen. being the Netto proceed of 140. Kersies, 50. Dozens, and 10. white English Clothes, all Charges, and Provision deducted; so resteth Neat without my prejudice, which I make good on his proper credit————————————————————————————————————	8889	18 81
gl. 342. 15. fluy. for the discount of gl. 6855. at 1. stuyver per	342	15 -
gl. 840-8.for several charges upon the receipt of Commodities,		

An. 1633. the 27. of November in Amsterdam.	Guil'lli pe
	_
The 3. of December.	
Bought of Gnilliam Ducket for the account of Matthew Masters at Hull, 156. th. and 6. ounces of Plate (for which I have assigned him sull payment upon Susanna Peters Orphans) the same I have sent to Jack Pudding at London, by Shipper John Johnson, packt in the Pack-clothes of Thomas Stern in a Box; the said Plate at 70. stuyvers per ounce cost————————————————————————————————————	8764 • 5
Brokage, paid unto Thomas Loan, at ½ stuyver for cach 6 gl. is————————————————————————————————————	.125 13 8
	-, 0 -
83. Wares received to fell for another Man; being kept without Factor-book: but with an account of Time, and Ready-money.	
The 15. Dito.	
Received from Dansick by Shipper William Johnson, 40. Last of Rye, Dansick measure, to sell for the account of Jack Pudding at London: the same I have caused to be laid in the Carriack Gar- ners, in the Warmoose-street; the charges, are	
Freight, at 8. gl. per Last	6 5
Freight, at 8. gl. per Last — gl. 320.— Prime, and Pale-money, at 2. stuyvers — gl. 4.— Pilotage, from the Texel — gl. 4.— Custom, and Lighterage — gl. 20.— Portrige to the Garners, at 7. stuyvers — gl. 14.—	
Portrige to the Garners, at 7. stuyversgl. 14.	. 362
84. Received	

Anno 1633. the 27. of November in Amsterdam.	Buil di pe
as in the Factor-book, tol. 2. at large appeareth————	84 .0 .8
gl. 149. 6. 8. pen for Wate-house-room and Provision, as in the Factor-book, fol. 2. at large appeareth, being————————————————————————————————————	•149 •6 8
The 3. of December.	
gl. 8764. 5. flup, for 156. tb. 10. ounces of Plate, bought of Gnilliam Ducket, and assigned him in sull payment upon the said Orphans; the same I have sent to Jack Pudding at London, by Shipper John Johnson, packt in the Pack-clothes of Thomas Stern in a Box, the which at 70. stuyvers per ounce, is—gl. 8757.	
And for one months rebate of gl. 1083. which the faid Orphans pay me before the time, is at per Centum—gl. 7. 5.—	8764 .5
gl. 38. 6. 8. pen. for charges upon the faid Plate: viz. For Brokage, paid unto Thomas Loan, at ½ stuyver for each 6. gl. is—	•38.6 8
gl. 87. 7. fluy, for my Provision of the same, at one per Centum,	-87 -7-
82. Wares received to Jell, &c.	
The 15. Dito.	
gl. 362. for 40. Last Dansick measure, received from thence by Shipper William Johnson, to sell for the account of dito Jack, the same I have caused to be carried into the Carriack Garners, in the Warmoose-street, the charges at the receit, are Freight, at 8. gl. each Last Prime, and Pale-money, at 2. stuyvers Pilotage, from the Texel Custom, and Lighterage Portrige to the Garners, at 7. stuyvers gl. 14.	
gl. 362. for the charges only transported from thence, because each account should be charged with its own burthen; this being	362
84. Received	

An. 163	A STATE OF THE PARTY OF THE PAR	
84.	Received, as before, being kept with a Factor- Book; as also with an account of Time, and Ready-money.	
brough sever	by Shipper Peter Clason from Jack Pudding at Hall Commodities to sell for his account; the particular Factor-book, fol. 4. produce all	am- ilar — 356
85. To	Jell Commission Commodities kept with, and without a Factor-book; but both with an account of Time, and	
Sold unto	Ready money. David Darling, for the account of Jack Pudding	-∧ r at
London, 42. now gl. 607	Lasts, 9. Mudden Rye, Amsterdams measure, receiv. 5.7. stuy. the remainer to stand out 4. months, to agl each Last, amounteth unto————————————————————————————————————	ing
	and a little and the state of t	3501
feveral Com ftand out 2. r	to him, for the account of Jack Pudding at Hambron modities, receiving now gl. 12825. the remainer nonths: the whole, as in Factor-book, fol. 4. amounts	to .
several Com	modities, receiving now gl. 12825. the remainer	to eth
feveral Com ftand out 2. r	modities, receiving now gl. 12825. the remainer	to eth
feveral Com ftand out 2. r	modities, receiving now gl. 12825, the remainer nonths: the whole, as in Factor-book, fol 4 amounts	to eth
feveral Com ftand out 2. r	modities, receiving now gl. 12825, the remainer nonths: the whole, as in Factor-book, fol 4 amounts	to eth
feveral Com ftand out 2. r	modities, receiving now gl. 12825, the remainer nonths: the whole, as in Factor-book, fol. 4 amounts	to eth
Reveral Com	modities, receiving now gl. 12825, the remainer nonths: the whole, as in Factor-book, fol 4 amounts	to eth 20415

84. Rec	eived, as before, being, &c.	
ommodities, received l	r charges upon the receit of feveral by Shipper Peter Clason, to fell for the the particulars, as in the Factor-book,	•356 I
85. To fell C	Commission-Commodities, &c.	
neasure, sold him; rec	for 42. Last, 9. Mudde Amsterdam reiving now gl. 6075. 7. stup. the remoneths, the whole at 170. ggl. each	10075
ol. 20415. for feveral. 12825. now; the he Factor-book, fol. 4.	al commodities fold unto him, receiving rest upon 2. moneths, the whole, as in amounteth unto	20415-
be Rye account, to the	for the sale as above transported from time account (being there is one kept) 2. Last, 9. Mudden over-measure unto—	10075
gl. 6075. 7. ftup.	for so much received of David Darling	. 6075
	uch received of David Darling in part es above entred, being all	12825
gl. 18900. 7. stup. him as above; my rec	received in part of Wares fold unto	18900
	The 26. Dito.	
viz. For feveral times tu	the ensuing after-charges upon the same: tning, and measuring at sale-gl; 6. 7.— at 4. stuyvers each Last——gt, 8. 8.— E e	

For Production of a Construction of A Construction		
For Brokage, at 3. Auyvers each Last—gl. 6. 6.— For my Provision of sales, at 2. per Centum—gl. 201.10.—	222	I 1 -
	-	
My Provision, and Ware-house-room of Wares sold for the count of Jack Pudding at Hambrough, as in Factor-book, ol. 4. appeareth, is—	-415	16_
The 5. of January, 1634.		
Received of Susanna Peeters Orphans in full of accountgl. 16988.		
More, of David Darling, in full of Wares fold the 22.0f December, part upon 4. mon. time—gl, 11332. 5.—	Ī	
So that he payeth me 4000. Al. upon Rye, 4. mon. efore the time, is at 8. per Centum————————————————————————————————————		
And upon 7590. gl. for the other commodities 2.mon.before the time, isgl.99.17. 153. 17. Is likewife abatements upon Couchaneillegl.54.	13288	
To the state of th		
· · · · · · · · · · · · · · · · · · ·	Ty	
7 TO TO THE STATE OF THE STATE	17 	
	10 m	
The 9. Dito.	. TO	
VIII VIII VIII VIII VIII VIII VIII VII		

Anno 1633.the 2.of Decemb in Amsterdam.	Guil	di pe
For Brokage, at 3. stuyvers each Last — gl. 6. 6. —	21	- 1
gl, 201.10. stup. for my provision of sales at 2. per Centum	:201	10
gl. 222. 11. stuy. for charges, and provision of the same, transported to the said account of ready-money, being	· 222	E I
gl. 415.16. Aug. for my Provision, and Ware house-roomof sold Wares for his account, producing as in Factor-book, sol. 4. appeareth, to————————————————————————————————————	.415	16—
The 5. of January, 1634.		
gl. 1698.0. 8. pen received of them in full to this day	1698	.0.8
gl. 11332. 5. stuy. received in full of Wares fold him the 22.0f December, part upon 4. moneths time, being	11332	- 5
gl. 103. 18. stuy, for discount of 4000. gl. upon Rye, 4. moneths before the time, is at 8. per Centum————————————————————————————————————	• 103•	18—
gl. 4000 for the Debt of David Darling paid me in; but is rebated	4000	
gl. 153.17. stup. for discount of 7590. gl.upon sold commodities; and received 2.moneths before the time, is—gl.99.17. More, for abatements upon Couchaneille——————————————————————————————————	·153	17-
gl. 7590. for the Debt of David Darling paid me in; but is rebated	7590	
Ťhé 9. Ďitô.		
at. 6550. for sales of several commodities for my account, as by his Letter, dated the 16. of December, last, being as solloweth:		
For 30. Peices of Cambrix-cloth fold unto Thomas Stern at 9. I. sterl. per Peice, upon 2. moneths time		

Anno 1634. the 9. of January in Amsterdam	Suil stipe
*More, unto Jasper Johnson, for Ready-money, 700. Frailes of Figs, at 11.5. Sterl. is—	
Are all 655. 1. sterl. exchange at 33. 5. 40. Flem. is	6550-
Sundry varieties in Factorage accounts have I entred in this work; yet more there are, whereof I have instanced divers in the Table of Factorage; of all which to shew particularly the work in this Book would be tedious; only two I intend to enter, that you may the better apprehend the other: the manner of working is shewed in these Examples.	
The 14. Dito.	
Received by Shipper William Crayford, from Richard Warbirton at Hull, to fell for his account, 231. Piggs of small Lead; charges are,	
Freight, at 6.stuyvers each Pigg, is—gl.69 Custom, at 3.stuyvers each 100. weight—gl.45 Prime, Pale, and Beaconige-money, is—gl. 2.18 Lighterige, from the Ship to the Ware-house gl. 2.17 Averige, after poundage portion—gl.52.13 For washing of them, to raise the price—gl. 1.18	10
7	174.6
T. T. 18	
The 17. Dito.	
Received more, by the above-named Shipper, from Govert Golfton at Hull, to fell for his account these ensuing Wares: viz. 20.Leeds Dozens, cost with charges 3.1.12.g. ster. is—1.72.— 20.Kersies, No. M.cost with charges 2.1.17.5, sterl. is—1.57.— 20.Dito-No. R.cost with charges 2.1.19.5. sterl. is—1.59.—	<i>h</i>
1. 188. sterl. exchange, at 33.5. 40. is-	1880
Freight of Kersies, at 3. stuyvers per Piece, is—gl. 6.—— Freight of Dozens, at 4½ stuyvers per Piece, is-gl. 4.10.— Custom of Kersies, at 3. stuyvers per Piece, is—gl. 6.—— Custom of Dozens, at 7. stuyvers per Piece, is—gl. 7.——	
Averige, at 2. per Centum, is	82 - 2 _
Printers second	1

		=-1	
More, unt Frails	o Jasper Johnson, for Ready-money, 700. of Figs, at 11. g, sterl is		
Are all 65	55.1. sterl. exchange at 33.5 4. D. is	6550	
gl.3850.f s mentione	for 385.1. (terl. by him received upon Figs; as above ed, exchange at 3315, 4. D is	3850	_
-	The 14. Dito.		
al. 174. 6 eived by S	6. thuy, for charges of 231. Piggs of small Lead, re- hipper William Crayford, the particulars are as fol-		
Freight, Custom.	at 6. stuyvers each Pigg, isgl.69 at 3. stuyvers each 100. weight, isgl.45 cale, and Beaconige-money, isgl. 2.18 ge from the Ship to Ware-housegl. 2.17 , after poundage portion, isgl.52.13		
For wall	hing of them, to raise the price	174	• 6 –
gl. 174.0 lisburfed f um is————————————————————————————————————	6. stup, and is for the above-named charges by me for him, having no money of his in my hands; the	• 174	•6-
22.0	The 17. Dito.	¥	
20. Leed 20. Kersi	for the costs of 20. Leeds Dozens, and 40 Kersies, y the above-named Shipper, the particulars are: viz. ds Dozens, cost with charges 3.1.12.5. sterl.is—1.72.—ies, No. M. cost with charges 2.1.17.5. sterl.is—1.57.—No. R. cost with charges 2.1.19.5. sterl. is—1.59.—		
L. 188. A	terl. exchange, at 33.5, 4 D. is	1880	-
gl.82.2.f	Muy. for these ensuing charges, done upon the receit:		
Freight Freight Custom Custom Averige	of Kersies, at 3. stuyvers per Piece, is—gl.6 of Dozens, at 4½ stuyvers per Peice, is—gl.4.10 of Kersies, at 3. stuyvers per Peice, is—gl.6 of Dozens, at 7. stuyvers per Peice, is—gl.7 e, at 2. per Centum, is———gl.37.12 shing & cleansing, paid 7. stuyv. per Peice, is gl.21		- 2

Anno 1 634.the 17.0f January in Amsterdam.	ouit	uit
	- 2	
86. To remit part of Commission-money, and to detain part thereof in Company.		
The 18. Dito.		
Remitted for the account of Jack Pudding at Hambrough, and by his order, 12300. Florines, unto John vander Linden at Dansick, in Bills of Jacob vander Linden; payable at fight by Isaac vander Linden, to be there imployed according to order of the said Jack Pudding, exchange 170. gros, for each fix guilders: my payment is————————————————————————————————————		
	13110	• 7
	,	
87. Wares bought for Company-account, paying present money.	ń	
The 22. Dito	-	
Bought of Jaques Jolyt 258. Pieces of Linnen for the company of Jack Pudding at Hambrough, and me, each ½; my payment at 20. gl. per Peice, is	5160	
88. Wares of mine own brought into the Company.		
Into this company, being † for Jack Pudding at Hambrough, and † for me ; I bring 18. Last, 7. Mudden of mine own Rye, producing as it cost me, unto	1533	15
More, 15. Butts of Sherry-Sack, for the faid company, each being mine own; and efteemed at	1318	
. 89. How		

Anno. 1634. the 17.0f January. in Amsterda.	Guil	lli or
out for him; I having no money of his in my hands: the fum	82	- 2 -
86. To remit part of Commission money, &c.		
The 18. Dito. gl. 13066. 19. Stup. for 12300. Florines, remitted by his order unto John vander Linden at Dansick, in Bills of Jacob vander Linden; payable at fight, to be there imployed according to	1	
order of the said Jack; exchange 170. gros, for each six guilders: my payment, is	13066	19—
gl. 43. 8. 8. pen. for my provision of the remise, which at per Centum, is	• • 43	-8.8
87. Wares bought for Company-account, &c.		
The 22. Dito.		
gl. 5160. for 258. Pieces, bought of Jaques Jolst; my payment at 20. gl. per Piece, is	5160	
88. Wares of mine own, &c.	(-0)	
gl. 1533. 15. 8. pen. for 18. Last, 7. Mudde of mine own Rye brought into the company, which cost me	£5 33	15.8
gl. 1218. for 15. Butts of mine ownSack, brought into the company, and effeemed at	12 <u>1</u> 8	
gl. 3700. 5. 3. pen. for his parts of the above-named goods, bought, and brought into the company by me, viz. For one half of the Linnen——gl. 2580.—— For one third of the Rye——gl. 511. 5. 3. For one half of the Wine——gl. 609.——))	
For one half of the Wine——gl. 511. 5. 3.	3700	.5 .3
89. How		

Anno 1634.the 22.of January in Amsterdam	Suil sti pe
89. How to keep another mans Trading in my Books; being a preparative to shew, that all the Worlds Trassick may be brought to one General Leager, if there were possibility to comprehend it all in one Book.	
Simond Sands, and Richard Rakes erect together a company, whose whole Trading I shall write out of their Wast-book, into my Journal, and Leager; for which, my allowance yearly shall be	1600-
50. How to enter the passages into our Book, having a Cash-keeper within doors. The 31. Dito.	
Of my Casheer for mine own use (whereof I give gl. 100. to my Wife for House-keeping) I receive	800
Company Warre Cold for Parker warm	
Sold unto Leonard Frind 58. Pieces of Linnen, for the Company of Jack Pudding at Hambrough, and me each \(\frac{1}{2}\), my receit at 25. \(\frac{1}{2}\)l, per Piece, is	1450
92. Company Wares fold to my Partner.	
Shipt by John Crew, unto Jack Pudding at London, for the account of Jack Pudding at Hambrough, 50. Pieces of Company Linnen concerning him and me each ½; producing at 25. guilders per Piece, Ready-mony, unto————————————————————————————————————	1250
Custom, and other charges at shipping, paid by me, is——	*37 10-
93. To	

89. How to keep another mans Trading, &c.	
gl. 1600. for my yearly salary to write their whole comp rading (which they by agreement now erect together) into cladde; to be transported from thence (with other passages) omy Journal and Leager; for which, my yearly allows hall be———————————————————————————————————	my) in-
TT	
90. How to enter the passages, &c.	
The 31. Dito.	
gl. 800. received of my Casheer, and taken for mine own	ule, .800
gl. 100. for so much paid unto my Wife towards House-ke	eep-
91. Company Wares fold, &c.	
gl. 1450. for 58. Peices fold Leonard Frind, my receit at	25.
per Piece, is	1450
92. Company Wares fold, &c.	
gl. 1250. for 50. Pieces by his order, and for hisacco hipt by John Crew, unto Jack Pudding at London; produ	ount, cing
gl. 27. 10. stuy. for custom, and other charges paid by nother shipping, being	ve at37 [0-
gl. 1350 for his one second of the above-standing two par madegood upon his credit of ready-money, being as both me received, his part is	cels, h by

93. 70/	hip away Company o for Company o	commodities, to account.	be fold		
More, fent by of Linnen, for and me, each ½ at 20. gl. per F	the faid Shipper un the company of J. 5 to be fold there foliece, unto	nto the fame ma ack Pudding at or our account	n, 100.Pieces Hambrough,	2000-	
Custom, and o	other charges at the	chipping, paid	l by my Ca-	• • 75	
them aw	nke Company Wares hay in Company with which he is to lay in tion of other Con	another Partne an equal propor	er; by		
of the above-nathe which the fa	the faid Shipper u amed Company Li and Jack at London, Wares upon a like g duce————	innen, taken to is to lay in an e	o my felf; by equal propor-	1300	
Custom, and o	ther charges at the	hipping paid by	y me, is-	• 37	10-
	for fales of the faid ance this Company his due upon fit	Linnen, and give		120	
			10-31		

Anno 1634. the 22. of January in Amsterda	Suil/Ai/pe
93. To ship away Company commodities, &c.	
gl. 2000. for 100. Pieces shipt by John Crew, to be sold there for our account, producing at 20. guilders, unto	2000-
gl. 75. for custom, and other charges paid by my Casheer at suppling thereof, being-	75
gl. 37. 10. ffuy. for his ½ of the above named charges, paid for him	37 10
94. To take Company Wares, &c.	
gl. 1300. for 50. Pieces takento my self, and shipt unto him; by the which he is to bring into the company there an equal proportion in English Wares, upon a like gain, and loss; the shipt Pieces at 26. guilders, produce unto	1300
gl. 37. 10. fluy. for custom, and other charges paid by me at the shipping	37 10
gl. 480. for the ensuing particulars: viz. For my provision of sales, at 2. per Centum————————————————————————————————————	-480——
al. 360. for his one half of gains upon the faid Linnen, being	.360
gl. 590. for his one half of 50. Pieces of Linnen taken to my felf producinggl.650 Deducting for my ½ of provision, to avoid another parcels writinggl. 60	590
Ff 2 95. How	

95. How to Book an Accountants Wages.	U.	
9). 1100 to Dook an Accountants Wages.		
For falary unto <i>David Darling</i> to write my Books (whereof I ow pay 4) I allow him yearly————————————————————————————————————	000	-
	4	
96. To book the Capital, which each Partner of a joynt Company promifeth to bring in.		
Simon Sands promifeth to bring into the company for his flock ————————————————————————————————————	9200	-
97. To remit money for Company-account, which shall; only run upon Exchange. ———————————————————————————————————		
Jack Pudding at London hath remitted for my account 400.1. ter. unto Peter Braffeur at Dansick, to be by him imployed upon exchange only, for our company, each \(\frac{1}{2}\); the value delivered the 3, of Janury last in London to William Brant, and his Bills receided upon George Gregory: payable 14. days after fight, exchange 83 \(\frac{3}{2}\); gross or each 12.2. (terl. is 4080. Florines, and 33. 3. 4. 0.		
Agreed with David Darling, to let him have 3000. Florines for Franckford, at 81.0. Flemish per Florine, to be re-paid to me, or Assigns, the first of June, as the Exchange shall then return from hence; this being money for the company of Jack Pudding at		
Hambrough, and me each \(\frac{1}{2}\): In part of payment of the fame, I deliver him 18. Lasts, 7. Mudde of Rye, by me brought into company the 22. passado; producing in Ready-money, at 150 ggl. uno ogl. 3834.8.12. pen the remainder I have now for him made good in Banck, upon the account of Bartel Bartelson: deducting \(\frac{1}{2}\). deducting \(\frac{1}{2}\). The banck one per Cent. the whole exchange is the second of the second	5075	
My provision for sale of company Rye, at 2. per Centum, pro-	~/5	
Nota, Ballance this Rye account, and give	••76	131

Anno 1634. the 8. of February in Amsterd.	Guil	Ai pe
95. How to Book an Accountants, &c.		
gl. 1000: for yearly falaries, which I allow him, for the writing of my Books in true Debitor, and Creditor, form being-	1000	
gl. 250. for 4 of his Wages now paid unto him	•250	
96. To Book the Capital, &c.		
gl. 11400, being thus entred for his promise sake, which is, to bring into the company for his stock————————————————————————————————————	11400	
gl. 7800. being thus entred because of his promise, which is, to bring into the company for his stock.	7820.	_
97. To remit money upon Company-account, &c. The 11. Dito.		
gl. 4000. for 400. Leterl. remitted him to be imployed only upon exchange, for our company each ½, the value delivered the 23. of January last in London, unto William Brant, and his Bills received upon George Gregory; payable 14. days after fight, exchange 183 ¾ gros, for each 12. g. sterl. is 4080. Florines, and 33. g. 4. D. Flemish, for each L. sterling, is————————————————————————————————————	4000	
gl. 6075. for 3000. Florines agreed to lend him upon exchange, at 81. D. Flemish, for each Florine; to be re-paid to me, or Assigns the first of June, as the exchange shall then return from thence: this being part company-money in my hands, which is-	6075	
gl. 3834. 8.12. pen for 18. Last, 7. Mudde delivered in part of payment; producing in ready-money, at 150. ggl, unto-	3834	.812
gl. 2218.3. 4. pen. writ by his order upon the account of Bartel Bartelson, being-	2218	• 3 • 4
gl. 22. 8. ffuy. for Banck-money advance, at 1. per Centum, being-	• • 22	.8
gl. 1559.		1

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	1 1	
	* ** · *	
	e==	
11.		
Condescended thi he West-India-Con	is day unto the Governour, and Affilianpany of this City, for 1000. J. Flem neight days for my part of Stock:	ish, to
And for Jack Paring in	adding at London, which he promit	Teth to
99. To Book to sunder my	the subscribing of a man that shelter name in a Company, with whom I also joyn in Company. The 25. Dito.	eth .

Anno. 1634. the 11. of February in Amsterd.	Suil (t	i pe
gl. 1559, 6. 12. pen. for the enfuing particulars: viz. For my provision of fales, at 2. per Centum—gl. 76.13.12. For my i of gl. 2223.19.8. pen. gained on Ryc-gl. 1482.13.	1559 - 6	12
gl.741.6.8 pen for his \(\frac{1}{3}\) of gains upon the faid Rye,being—	-741 -6	8
gl. 1784.18.5. pen. for the ensuing particulars: viz. For \(\frac{1}{2}\) of 6075. guilders, by me paid \(David Dariling\) upon Franckford Exchange, being—gl. 3037.10.— For \(\frac{1}{2}\) of guilders 76.13.12. pen. being my provision upon Rye————————————————————————————————————		
All is		
Resteth to chargegl.1784.18. 5.	178418	3 - 5
98. Subscribed for my felf, &c.		
The 22. Dito.		
gl. 6000 for 1000 L. Flemish, by me subscribed to furnish in 8. days for my part of Stock, my promise is——————————————————————————————————	6000	_
al. 900. for 150. 1. Flemish by him subscribed to surnish, as	-900-	
,		
99. To book the subscribing, &c.		
99. To book the subscribing, &c. The 25. Dito.		
	6000-	

Anno. 1634.the 25. of February in Amsterd.	Suil Aipe
my subscribing to the Company for us both, is 1500. L. Flemish which produceth————————————————————————————————————	9000-
Sold unto David Darling, for the account of Richard Warbirton of Hull, 90. Pigs of small Lead, upon 3. weeks precys in Banck, the price, and weight is is followeth:	1 1
10. Pigs weigh 1325 tb. 15. Pigs weigh all 6719. tb. 10. Dito 1350. tb. 10. Dito 1380. tb. 10. Dito 1405. tb. 10. Dito 1291. tb. 10. Dito 2289. tb. 10. Dito 1370. tb. 10 Dito 1350. tb. 10. Dito 1492. tb.	
All, 12152. tb. at 30.5 per Centum, isgl.1093.13 More, unto him, 141. Pigs, for the same account, q.19038.tb.at 30.5 per Cent. upon 6. mon. discount, at 8. per Cent. per Annum, isgl-1713. 8. 8.	2807-1-8
More, unto him, for the account of Govert Golfton at Hnll the ensuing Wares, viz. 10. Leeds Dozens, at 42. gl. ready-mony—gl.420.—. 10. Kersies, N°. M. at 30 gl. on 6. mon. discount gl.600.—.—	
More, to Simond Sands, for his proper use of this last account: 10. Dozens, at 43. gl. 5. stuy.on 6.mon. rebate—gl. 432.10.— 10. Kersies, N. M. at 32. gl. 10. stuy.on 4. mon. discount—gl. 325.—.—gl. 325.—.—gl. 325.—.—	1067 10
The 2. of March.	-
Jack Pudding at London, remitteth me for our company account, each \(\frac{1}{2}\), only to run upon exchange, 400. I. sterl, payable here at usance by Susanna Peters Orphans, the value delivered the 7. of the last month unto James Pudding, due the 9. present, exchange at 38. 3. 2. 0. Flem. is	4580
Peter Braffeur at Dansick, remitteth me in date 16. passado, for our account,4100. Florines Polish, in Bills of Robert Brames; payable at 6. days sight by Jack Pudding at London, and for his account, exchange 170. gros, is	4341 - 3 - 8
Richard	-11

Anno 1634.the 25.0f Februa. in Amsterdam.	Sull di pe
pany of us both, my part with him, being 500.1. Flemish, upon an equal gain or loss, according to proportion of each, the whole is-	9000
gl. 2807.1.8.pen. for 90. Piggs of small Lead, sold upon three weeks precys in Banck; the price, and weight is as followeth:	That.
10. Piggs weigh 1325.tb. 50. Piggs weighall 6719.tb. 10. Dito—1350.tb. 10. Dito—1380.tb. 10. Dito—1405.tb. 10. Dito—1201.tb. 19: Dito—1289.tb. 10. Dito—1370.tb. 10. Dito—1350.tb. 10. Dito—1392.tb.	taria dila by tel.
All, 12152.tb. at 30. g. per Centum, is gl. 1093.13 More, unto him, 141. Piggs, for the same account, qt. 19038.tb. at 30. g. per Cent. upon 6. mon. discount,	
at 8 per Cent. per Annum, is gl. 1713. 8. 8.	2807 8
10.Leeds Dozens, at 42.gl. ready-money——gl. 420.—.— 10.Kersies, N°.M. at 30. gl. on 6.mon. discount gl. 600.—.—	1020
gl. 1067.10. stup. for 10. Leeds Dozens, and 20. Kersies sold, as followeth: 10. Dozens, at 43. gl. 5. stup. on 6. mon. rebate—gl. 432.10.— 10. Kersies, No. M. at 32. gl. 10. stup. on 4. mon. discount——	
discount gl.325 10. Dito N°.R. at 31.gl. ready-money gl.310	1067 10
The 2.of March. 11.	e, b 11 c 1c
gl.4580.for 400 l. sterl. remitted me for our company, each \(\frac{1}{2}, \) to run only upon exchange; the value delivered the 7. of the last month to James Pudding; due the 9. present, exchange at 38. g. 2. D. is	4580-
gl. 4341. 3. 8. pen. for 4100. Florines Polish, remitted me the 16. passado, for our account, in Bills of Robert Brames; payable at 6. days sight, exchange at 170 gros, for each 6 gl, is	4341 - 3 - 8
Gg gl, 3810.	

Anno 1634. the 2. of March in Amsterdam.	Suil stip
Richard Rakes bringeth in mony, for part of his promised	3810
And Theophile Bruton writeth in Banck for him	1200
More, according to his order, there is shipt from London to Hambrough the 14. passado, 42. English Clothes, then consigned by Shipper Thomas Tubbe, to William Wilson, which cost, as	. J. J.
The In-brought Stock of this man, is as above.	4590
Taken unto my self the 100. Pieces of Linnen, shipt to Lon	9 1 1
don the 6. passado; the which with the former sent Jack Pud ding, is to be imployed for our company; the same at 25. gl by agreement, is-	25co
	1.01
Total Talenta (No. 1) - April 1	- J
The 10. Dito.	O N O K
Jack Pudding at London hath drawn 308. 1. 10. 11. Iterl. upo me, for our company account, each \(\frac{1}{2}\), against the monies remittee me, in date 2. present, being part of my monies in his hands: the 270.1. in date the 9. of January, included, exchange at 38. g. is—	d e
	O REPUBLIE
Paid by my Casheere unto Frederick Bancken, by the Assignment of the Governour, and Assistants of the West-India-Company of this City, the sum by me promised, was	15900 —
Simo	

Anno 1634 the 2. of March in Amsterdam.	Guil	Ai pê
gl. 3810. for so much brought in by him, in part of his Stock, being	3810	
gl. 1200. writ in by Theophile Bruton	1200	
gl. 4590. for 42. English Clothes, by his order shipt from London the 14. passado by Shipper Thomas Tubbe, which cost, as by the Invoice	4590	
gl. 1800. Being more by him brought into Stock, than was promifed	1800	
gl. 2500. for 100. Pieces of company Linnen, thipt thither the 6. of February, and now taken to my felf, at 25. gl. per Piece, is—	2500	
gl.212.10. (Itty for his i of 425 gl. gained upon this Voyage, being I take them at so high a rate, to end the company Linnen, the gains for him is	. 212	10
gl.212.10.lluy.for.my part gains, carried thither, being	•212	10-
gl. 1250, for his 2 of the 100. Pieces of Linnen, taken to my felf, as above; his part is	1250	
The 10. Dito.		
gl. 3511. 15. stup. for 308, l. 10. d sterl. drawn upon me for our company, each \(\frac{1}{2}\), against monies remitted me the 2. present; being part of my monies in his hands, exchange at 38.5. is————————————————————————————————————	3511	15
gl.2700.for an unreceived Debt, as in date the 9.of January; but now received by him, being 270. l. sterling, exchange at 33. 5. 4. 0. is	27 00	
gl. 15900. paid by my Casheere unto Fredricke Bancken, by their Assignment, being the sum by me subscribed to bring into the said company for me, and others, the payment is—	1 5900	
G g z gl. 6900.		

the state of the same of the s	.ly
	111-1
	.J=
Simon Sands bringeth in mony for part of his promifed Stock	3600
More, 60.Pieces of Linnen, quantity, 2400. Ells, at 20. suyvers	,
	2400
More, two Assignations: viz.	2011
One upon Richard Rakes, due 25. present	2580
One, upon Bonaventure Dafforne, due 28. present	2234
Thus much bringeth this man in.	1
	٦
100. To buy an Action for ready-mony, which another	-
hath in the West-India-Company.	
The 18. Dito	Jn
Bought of Jacob vander Linden his Action of 200. L. Flemish,	, ,
which he hath in the West-India-company of this City, my pay- ment at 60.per Centum (toward which I receive 345. guilders of	
by Casheere) is-	720
(1.6)	100
Jacke Pudding at London hath fold the commodities sent unto	31
Jacke Pudding at London hath fold the commodities fent unto im the 6. of February, whereof is made clear with my 2 advance f company commodities, 1.490. sterl. which mony he keepeth	
im the 6. of February, whereof is made clear with my 2 advance f company commodities, 1.490. sterl, which mony he keepeth nder him for our company account, each 2, in part Rescounter f other company monies remitted me upon exchange, the sum	3 -
im the 6. of February, whereof is made clear with my 2 advance f company commodities, 1.490. sterl, which mony he keepeth	5 1 4 5
im the 6. of February, whereof is made clear with my 2 advance f company commodities, 1.490. sterl, which mony he keepeth nder him for our company account, each 2, in part Rescounter f other company monies remitted me upon exchange, the sum	5 ¥ 45

Anno 1634. the 10. of March in Amsterdam. Suilsuite
gl.6900 being gl.900 for his proper account, and gl.6000 for his a with me in the West-India company of this City; the whole for him, paid by me, is—
gl. 900, being for so much by me paid with them; as above for his proper account according to his promise, the sum is 900
gl: 3600.brought in by him, for part of his promifed Stock — 3600
gl. 2400. for 60. Pieces, quantity 2400. Ells, at 20. stuyvers per 2400.
gl. 2580 for an Assignment upon dito Richard, due the 25 pre-
gt. 2234. 10. ftuy, for an Assignation upon dito Benaventure, due the 28. present, being.
gl. 585. 10. fitty, writ back from the company, because he bringeth in less than was promised, being585 10
100. To buy an Action for ready-money, &c.
The 18. Dito.
at 60. per Centum, is-
gl-345 and is for fo much received of my Casheere, being -345
gl. 5145, and is for the fale of 150. Pieces of Linnen fent unto him the 6.0f February last, whereof is made clear with my ½ advance of company commodities sold there, l. 490 sterl. which money he detaineth in his hands for our company use, each ½, in part Rescounter of other company-monies, remitted me upon exchange the 2. of March, the sum at 35.5 is
The 22. Ditto.
gl. 4090. 18 stuy. and is for 4000. Florines by me drawn upon him, the value agreed for with dito David, and my Bills delivered him

Anno 1634. the 22. of March in Amsterdam.	Suilsti pe
here agreed for with David Darling, and my Bills delivered him to be paid by the faid Peter unto David, or his Affigns, upon 3. weeks fight, exchange at 176.gros. for each 6.gl.are	409c 18—
Received by Shipper John Charlton 12. English Clothes, to sell for the account of Jacke Pudding at London, being viz. 6. Pieces Black, N°. G. Streight, and other charges paid by 6. Pieces Tawny, N°. M. S my Casheere, are————————————————————————————————————	•15 •8—
Received by my Casheere of David Darling, in sull of Wares sold unto him the 25.0f February (whereof gl. 10.18, 12.pen. is for Bank-money) the sum of	3748 (1) 4
More, by him of Simon Sands, in full of Wares fold unto him the fame day, being Ballance the Fattorage Accounts.	1042.812

Anno	634 the 22. of March in Amsterdam	n. Suillai pê
nim upon	the faid <i>Peter</i> ; payable to <i>David</i> , or his Assigns, upoight, exchange at 176. gros, for each 6. gl . is	on 4090 18 1
ceived by	Shipper J Charl to fell for the account of ditto Jack, veces Black, N°. G. ; freight, and other charges pages Tawny, N°. M. ; by my Casheere, are-	1Z.
gl.15.8 cause each	Aug. for the charges only transported from thence, be account should bear its own burden, this being	5
ot him for February	4. 12.pen and is for so much by my Casheere receive this account, in full of Warbirton Wares, sold the 25 whereof gl. 10.18.12.pen. is for Banck money at con, the sum is	.ot
gl. 996.	6.8.pen. received as above in full payment, being	for
gl.1042 for this a	.8.12.pen.received as above in full payment of Wa	10.12 · 8
at one per	8.12.pen. and is for Banck-mony of gl. 1093.13. Its Centum made good unto me amongst other monies, ceived it out of Banck, the sum is	ψ. ,be- ιιο 18 Ι:
gl.65.1	8. pen and is for the discount of gl. 1713.8.8. pen. 8. per Centum, per Annum, being	re- 65 15
gl. 23. Centum,	23.8. pen. for the discount of gl. 600. rehated av 8.	. per V
gl. 25. gl. 432 gl. 325	1. 4. pen. for the ensuing discounts, to wit: Of 10. stuy, for 6. months, is gl. 16. 1 gl. 88.	2.8.
gl. 53, For V For F	Vare-house-room Brokerige at ½ stup. Provision, at 2. per Centum 19. stup. 0.— 4.— 5.—	
- 00	gl	1, 22.

Susanna Peters Orphans hath by my order remitted unto Jack Pudding at London, for the account of Richard Warbirton at [ull, 1, 237, 19.1.] Ifterl. Layable at usance and 6.days, by Bartel Bas, exchange at 25 & 10.12, pen.the rest my Casheere	Anno 1634.the 22. of March in Amsterdam.	Suil ai
Susanna Peters Orphans hath by my order remitted unto Jack and in the with hims for which he is callow me in present money, 215, per Centum, which I now Resounter with hims being with that which he laid into the compay, 1.1500. Flem. the whole with sale produceth Susanna Peters Orphans hath by my order remitted unto Jack and in a susan sus	· I seemed	50 G T
Susanna Peters Orphans hath by my order remitted unto Jack and in the with hims for which he is callow me in present money, 215, per Centum, which I now Resounter with hims being with that which he laid into the compay, 1.1500. Flem. the whole with sale produceth Susanna Peters Orphans hath by my order remitted unto Jack and in a susan sus		ELSW.E
Susanna Peters Orphans hath by my order remitted unto Jack and in the with hims for which he is callow me in present money, 215, per Centum, which I now Resounter with hims being with that which he laid into the compay, 1.1500. Flem. the whole with sale produceth Susanna Peters Orphans hath by my order remitted unto Jack and in a susan sus		
Susanna Peters Orphans hath by my order remitted unto Jack and in the with hims for which he is callow me in present money, 215, per Centum, which I now Resounter with hims being with that which he laid into the compay, 1.1500. Flem. the whole with sale produceth Susanna Peters Orphans hath by my order remitted unto Jack and in a susan sus	1 - 700 570	1
Susanna Peters Orphans hath by my order remitted unto Jack and in the with hims for which he is callow me in present money, 215, per Centum, which I now Resounter with hims being with that which he laid into the compay, 1.1500. Flem. the whole with sale produceth Susanna Peters Orphans hath by my order remitted unto Jack and in a susan sus		6.1
Susanna Peters Orphans hath by my order remitted unto Jack Pudding at London to the account of Richard Warbirton at 1 lull, 1, 237, 19, 1, 10 fterl. (a) while at usance and 6.days, by Bartel las, exchange at 25 g (1, 20, 3) 10, 12, pen.ther.oft my Casheere ecceiveth with gl. 20 11, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20	, , , , , , , , , , , , , , , , , , ,	4.9
Susanna Peters Orphans hath by my order remitted unto Jack Pudding at London to the account of Richard Warbirton at 1 lull, 1, 237, 19, 1, 10 fterl. (a) while at usance and 6.days, by Bartel las, exchange at 25 g (1, 20, 3) 10, 12, pen.ther.oft my Casheere ecceiveth with gl. 20 11, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20	The second second	
Susanna Peters Orphans hath by my order remitted unto Jack Pudding at London to the account of Richard Warbirton at 1 lull, 1, 237, 19, 1, 10 fterl. (a) while at usance and 6.days, by Bartel las, exchange at 25 g (1, 20, 3) 10, 12, pen.ther.oft my Casheere ecceiveth with gl. 20 11, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20	the sine was broaded	1 3 4
Susanna Peters Orphans hath by my order remitted unto Jack Pudding at London to the account of Richard Warbirton at 1 lull, 1, 237, 19, 1, 10 fterl. (a) while at usance and 6.days, by Bartel las, exchange at 25 g (1, 20, 3) 10, 12, pen.ther.oft my Casheere ecceiveth with gl. 20 11, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20	A STATE OF THE PARTY OF THE PAR	
Susanna Peters Orphans hath by my order remitted unto Jack Pudding at London to the account of Richard Warbirton at 1 lull, 1, 237, 19, 1, 10 fterl. (a) while at usance and 6.days, by Bartel las, exchange at 25 g (1, 20, 3) 10, 12, pen.ther.oft my Casheere ecceiveth with gl. 20 11, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20	The second second	
Sold unto Jack Pudding at London my Action that I had in the West-India-Company. The 29. Dito. Sold unto Jack Pudding at London my Action that I had in the West-India-Company of this City with him; for which he is to allow me in present money, 215. per Centum, which I now Resounter with him; being with that which he laid into the company, 1. 1500. Flem. the whole with sale produceth Susanna Peters Orphans hath by my order remitted unto Jack and in the company, 1. 1500. Flem. the whole with sale produceth Susanna Peters Orphans hath by my order remitted unto Jack and in the company, 1. 1500. Flem. the whole with sale produceth Susanna Peters Orphans hath by my order remitted unto Jack and in the company of the account of Richard Warbirton at sale. It is a sale of the company of the company of the company of the company of the sale of the company of the company of the sale of the company of the company of the sale of the company of the company of the company of the sale of the company of th	the state of the s	1 10 50
Sold unto Jack Pudding at London my Action that I had in the West-India-Company. The 29. Dito. Sold unto Jack Pudding at London my Action that I had in the West-India-Company of this City with him; for which he is to allow me in present money, 215. per Centum, which I now Resounter with him; being with that which he laid into the company, 1. 1500. Flem. the whole with sale produceth Susanna Peters Orphans hath by my order remitted unto Jack and in the company, 1. 1500. Flem. the whole with sale produceth Susanna Peters Orphans hath by my order remitted unto Jack and in the company, 1. 1500. Flem. the whole with sale produceth Susanna Peters Orphans hath by my order remitted unto Jack and in the company of the account of Richard Warbirton at sale. It is a sale of the company of the company of the company of the company of the sale of the company of the company of the sale of the company of the company of the sale of the company of the company of the company of the sale of the company of th	100	٠, ر د
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Sold unto Jack Pudding at London my Action that I had in the West-India-Company. The 29. Dito. Sold unto Jack Pudding at London my Action that I had in the West-India-Company of this City with him; for which he is to allow me in present money, 215. per Centum, which I now Resounter with him; being with that which he laid into the company, 1. 1500. Flem. the whole with sale produceth Susanna Peters Orphans hath by my order remitted unto Jack and in the company, 1. 1500. Flem. the whole with sale produceth Susanna Peters Orphans hath by my order remitted unto Jack and in the company, 1. 1500. Flem. the whole with sale produceth Susanna Peters Orphans hath by my order remitted unto Jack and in the company of the account of Richard Warbirton at sale. It is a sale of the company of the company of the company of the company of the sale of the company of the company of the sale of the company of the company of the sale of the company of the company of the company of the sale of the company of th		90.30
Susanna Peters Orphans hath by my order remitted unto Jack Pudding at London of Richard Warbirton at Italian at London, for the account of Richard Warbirton at Italian. Italian at London, for the account of Richard Warbirton at Italian.		tus a t
Susanna Peters Orphans hath by my order remitted unto Jack Pudding at London of Richard Warbirton at Italian at London, for the account of Richard Warbirton at Italian. Italian at London, for the account of Richard Warbirton at Italian.		
West-India-Company. The 29. Dito. Sold unto Jack Pudding at London my Action that I had in the West-India-Company of this City with him; for which he is to allow me in present money, 215. per Centum, which I now Resounter with him; being with that which he laid into the company, 1. 1500. Flem. the whole with sale produceth Susanna Peters Orphans hath by my order remitted unto Jack and Jack and Jack and Jack are in the account of Richard Warbirton at stull, 1. 237.19.1. If steel, Layable at usance and 6.days, by Bartel Bas, exchange at 35 5 and 1.243 10.12. pen. the rest my Casheere ecceiveth with \$1. 10 11.15 and 1.15 and	the second of th	1-1:32
West-India-Company. The 29. Dito. Sold unto Jack Pudding at London my Action that I had in the West-India-Company of this City with him; for which he is to allow me in present money, 215. per Centum, which I now Resounter with him; being with that which he laid into the company, 1. 1500. Flem. the whole with sale produceth Susanna Peters Orphans hath by my order remitted unto Jack and Jack and Jack and Jack are in the account of Richard Warbirton at stull, 1. 237.19.1. If steel, Layable at usance and 6.days, by Bartel Bas, exchange at 35 5 and 1.243 10.12. pen. the rest my Casheere ecceiveth with \$1. 10 11.15 and 1.15 and		
West-India-Company. The 29. Dito. Sold unto Jack Pudding at London my Action that I had in the West-India-Company of this City with him; for which he is to allow me in present money, 215. per Centum, which I now Resounter with him; being with that which he laid into the company, 1. 1500. Flem. the whole with sale produceth Susanna Peters Orphans hath by my order remitted unto Jack and Jack and Jack and Jack are in the account of Richard Warbirton at stull, 1. 237.19.1. If steel, Layable at usance and 6.days, by Bartel Bas, exchange at 35 5 and 1.243 10.12. pen. the rest my Casheere ecceiveth with \$1. 10 11.15 and 1.15 and	med by Maria in the 1991 to 1992	11.粒
West-India-Company. The 29. Dito. Sold unto Jack Pudding at London my Action that I had in the West-India-Company of this City with him; for which he is to allow me in present money, 215. per Centum, which I now Resounter with him; being with that which he laid into the company, 1. 1500. Flem. the whole with sale produceth Susanna Peters Orphans hath by my order remitted unto Jack and Jack and Jack and Jack are in the account of Richard Warbirton at stull, 1. 237.19.1. If steel, Layable at usance and 6.days, by Bartel Bas, exchange at 35 5 and 1.243 10.12. pen. the rest my Casheere ecceiveth with \$1. 10 11.15 and 1.15 and		127
Sold unto Jack Pudding at London my Action that I had in the West-India-Company of this City with him; for which he is to allow me in present money, 215. per Centum, which I now Respond to the with him; being with that which he laid into the company, 1. 1500. Flem. the whole with sale produceth Susanna Peters Orphans hath by my order remitted unto Jack and at London, so the account of Richard Warbirton at lull, 1. 237.19.1 In sterl. 1. 19. 19	[101. To sell part of the Action that I have in the	
Sold unto Jack Pudding at London my Action that I had in the West-India-Company of this City with him; for which he is to allow me in present money, 215. per Centum, which I now Resounter with him; being with that which he laid into the company, 1.1500. Flem. the whole with sale produceth Susanna Peters Orphans hath by my order remitted unto Jack Pudding at London, for the account of Richard Warbirton at Itali, 1.237.19.1. It steels at usance and 6.days, by Bartel Bas, exchange at 35 5 10 11.2 pen. the rest my Casheere ecceiveth with gl. 10 11.2 pen. the rest my Casheere ecceiveth with gl. 10 11.2 pen. the whole being.	West-India-Company.	200 n
Sold unto Jack Pudding at London my Action that I had in the West-India-Company of this City with him; for which he is to allow me in present money, 215. per Centum, which I now Resounter with him; being with that which he laid into the company, 1.1500. Flem. the whole with sale produceth Susanna Peters Orphans hath by my order remitted unto Jack Pudding at London, for the account of Richard Warbirton at stull, 1.237.19.1. Described at usance and 6.days, by Bartel Bas, exchange at 25 \$ 10.12. pen. the rest my Casheere ecceive th with \$1.10 in the same case, the whole being.	The 29. Dito.	nicial)
Susanna Peters Orphans hath by my order remitted unto Jack Pudding at London, for the account of Richard Warbirton at Italy. 237.19.1. D steel, a syable at usance and 6.days, by Bartel Bas, exchange at 25 \$ 10.12.pen.the rest my Casheere ecceiveth with fil. 10 11.15. 20.10. The whole being.		
Susanna Peters Orphans hath by my order remitted unto Jack Pudding at London, for the account of Richard Warbirton at Italy. 1. 237.19.1. D steel. 1. 238.10.12.pen.the rest my Casheere ecceiveth with gl. 10 11.15.2ee, the whole being.	Sold unto Jack Pudding at London my Action that I had in	1000
Susanna Peters Orphans hath by my order remitted unto Jack Pudding at London, for the account of Richard Warbirton at [ull, 1, 237, 19.1.]) fterl. a syable at usance and 6.days, by Bartel Bas, exchange at 35 5 10 14 24 3 10.12. pen. the rest my Casheere eccive: h with gl. 10 112 5 200 cc, the whole being.	o allow me in present money, 215. per Centum, which I now Res-	- 10 11
Susanna Peters Orphans hath by my order remitted unto Jack Pudding at London, for the account of Richard Warbirton at [ull, 1.237.19.1.]) sterl. cayable at usance and 6.days, by Bartel Bas, exchange at 35 \$ 10.12.pen.the rest my Casheere eccive: h with \$1.10.11.15.20.10.00.00.00.00.00.00.00.00.00.00.00.00	ounter with him; being with that which he laid into the compa-	12450 B
Susanna Peters Orphans hath by my order remitted unto Jack Pudding at London, for the account of Richard Warbirton at [ull, 1.237.19.1.]) steel, a syable at usance and 6.days, by Bartel Bas, exchange at 35 5 10 14 24 3 10.12. pen. the rest my Casheere eccive: h with gl. 10 112 5 200. ce, the whole being.	, t. 1500. Fichi. the Whole with late produceth	
Susanna Peters Orphans hath by my order remitted unto Jack Pudding at London, for the account of Richard Warbirton at lull, 1. 237.19.1. D steel, 1. 238.10.12.pen.the rest my Casheere eccive: h with gl. 10.112.pen.the rest my Casheere eccive: h with gl. 10.112.pen.the being.	/	. 5
Susanna Peters Orphans hath by my order remitted unto Jack Pudding at London, for the account of Richard Warbirton at lull, 1. 237.19.1. D steel, 1. 238.10.12.pen.the rest my Casheere eccive: h with gl. 10.112.pen.the rest my Casheere eccive: h with gl. 10.112.pen.the being.		
Susanna Peters Orphans hath by my order remitted unto Jack Pudding at London, for the account of Richard Warbirton at lull, 1. 237.19.1. D steel, 1. 238.10.12.pen.the rest my Casheere eccive: h with gl. 10.112.pen.the rest my Casheere eccive: h with gl. 10.112.pen.the being.	100	1 = 6 . 7
full, 1. 237, 19.1. In steel, cayable at usance and 6.days, by Bartel Bas, exchange at 35.5.1. 61.2.32 10.12.pen.the rest my Casheere ecceveth with gl. 10.112.pen.the whole being.		2
full, 1. 237, 19.1. In steel, cayable at usance and 6.days, by Bartel Bas, exchange at 35.5.1. 61.2.32 10.12.pen.the rest my Casheere ecceveth with gl. 10.112.pen.the whole being.	Susanna Peters Orphans hath by my order remitted unto Jack	11/63
Bas, exchange at 35 & 10 11 2438 10.12.pen.the rest my Casheere eceiveth with gl. 10 11 11 12 12 12 12 12 12 12 12 12 12 12	Judding at London, for the account of Richard Warbirton at	
eccive th with gl. 20 1111 searce, the whole being-4590	Bas, exchange at 25 g = 6 12428 10.12. pen. the rest my Casheere.	
102. How	eccive th with gl. 20 10 10 grante, the whole being-	4590
	102. How	1

Anno 1634.the 22. of March in Amsterdam.	Suil	aibe
gl. 22.14.4 pen. being for the over-plus that the commodities more yield than their first estimate was, producing	•• 22	14-4
gl. 82.2. fluy, and is for so much lent him out of my Cash the 27. of January, and now taken in the same again, being-	82]2
gl. 53. 19. Ilip. being for Ware-house-room, Brokerage, and Provision, taken into my particular Cash from his, producing—	••53	19-
gl. 75.8 fluy, for the enfuing particulars: viz. For Ware-house-room———————————————————————————————————	••79	. 3 —
gl.2487.12 styr. and is for the neat proceed of 231. Piggs of Lead, made good to the said account, the sum is	2487	12-
1.174.6 flux and is for so much lent unto him out of my Cash 1.3 January, and now taken in the same again, being	•174	.6—
(gt/) - (my.for Ware-house-room, Brocerage, and Provision, et en it comp particulal Cash from his, producing.	••79	-8
101. To fell part of the Action, &cc.		
- The 29. Dito.		
gl. 12450. for sale of an Action that I had with him in thirds in the said Company; for which he is to allow me in present mony 215. per Centum, which I now Rescounter with him, being with that which he laid into the Company, 1.1500. Flemish: the whole with sale produceth—	12450	
gl.6450 being for my Action of 500. L. Flemish, which was of our company Stock together in the said company that he now	6450	
gl. 2498. 10. 12. pen. for l. 237. 19. 1. 1). fterling, remitted by order unto Jack Pudding at London, exchange at 35.3. payable at usance by Barte & Bas, the sum is-	2 5 98	10 12
Hh gl. 2091.		,)

The second second	
the state of the	100
120. How to enter the gains made in the East or West	. 3
India-Company, for me, and others.	
The Governors of the West-India-company of this city do	find
hat by the Silver-fleet obtained by the General, <i>Peter Piet Heyn</i> ,each mans stock may be doubled,mine is l .1200.which	terson
And for Jack Pudding at London, whose stock is 1650. L. He Augmentation is	Flem. 990c — -
Sold unto Bonaventure Dafforne, by Simon Sands, and Rin Rakes, for their company account, 60. Pieces of Linnen, con ing 2400. Ells, at 25 (My. per Ell, paying now gl. 1200 the rel in 6. months, to rebate 3. mon. hence: the whole is	tain-
The 13. Dito.	, ,
Drawn upon Jack Pudding at London, and for his account 1.2.2 Differ lithe value of my felf, payable at usance, By, and o himself, for my account; I being for him a greater sum of Cash, exchange 35.8.4.0 the part now drawn, is-	Un-
Remitted unto Jack Pudding at London, 1.177.14.2. D. ster he account of Govers Golston at Hull, the value paid unto S. a Peters Orphans, to be re-paid in London by Jacob van J	usan- Holst
pon usance, and 7. days, being the mony of his in my hands 9. guilders 4. pen. detained for my provision, exchange 3 . the whole is————————————————————————————————————	, less

Ol 2001 da pen	and is for fo much rece	ived by man Calhaera	
in full payment, who	ereof gl. 10 is for forbe	arance, the fum is-	2091-9-4
gl. 2498.16 12.p mitted him the fame	pen for the same taken to e another way, being	omy felf,because I re-	2498 10 12
gl. 10. and is for by agreement, I sa	forbearance of 4580.	guilders, allowed me	10
i 02	. How to enter the gain	ıs, &c.	
1.5	The 5, of April.	,	
Peter Pieterson Hey	by the Silver-fleet, obt "; by which means eac 1200. Flemish, which	h mans Stock may be	7200
gl. 9900. gained, 1650. Flem. fo the	, as above, by the Silver- at his Augmentation is-	fleet, his Stock being	9900
o him, paying now	lieces, containing 2400. F gl. 1200. the rest upo those at 25. stuyvers per	n 6. mon. to rebate 3.	312C ———
gl. 1200, being b Linnen-cloth, the f	by them received in par	t of the 60. Pieces of	1200
() · ()	The 13. Dito.		
ind for hisaccount:	being for 1.411.2.2.0.9 the value in mine owr nimielf for my account, , exchange 35.4.the par	hands, payable at ubeing for him a grea-	435713-
o fack Pudding at l anna Peters Orphan apon usance, and 7.	n.for 1.177.14.2.D.sterl. London by his order, th w, to be re-paid in Lond- days, being all his monie	e value paid unto Su- on by Jacob van Holft is in my hands, where-	
the Remise, the wh	pen. for my provision, enole is————————————————————————————————————	exchange 35.\$ 4.0.for	2902 1
ol to 4 pen	for my provision of th	e Remise' of the al	

103. How	to book a dissol is entred in s	ving Company ti your Books.	bat already	
Simon Sands, 1 r my Books and 1yvers, is——	nd Richard Rake d endeavour, pa	s dissolve their of the state o	company, who, Dollers, at 50.	• 375-
1		7000		
		the street	MAN LO	
	10000	CONT.		
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ar de	e e e VIII	All James		1000
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- 1000	ACCOMPANY		Server 1	
		- 143	40 450	
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1 1 7	1	BUE	77	
17.75	7.671.8	1 7 7	្រាស់ក្នុ _ក .	40
	6 11 5 3			

Anno 1634. the 19. of April in Amsterdam.	ouil ai pe
103. How to book a dissolving Company, &c.	
gl. 375. being for 150. Ricks Dollers, allowed me upon the folving of their company, for my books and endeavour; the me at 50. stuyvers per Doller, produceth————————————————————————————————————	375 — —
gl. 375. for the above-named 150. Ricks Dollers allowed me, y receit at 50. stuyvers per Piece, is————————————————————————————————————	375 - ,
gl. 1600. allowed me the 22. of January upon reason there spressed, but now writ back, the sum is	600
gl.4601.6.14.pen.for his part of mony by him rought into the company Stock, lefs gl. 198.13. pen (arifing from the general in-brought Stock) eing his part of gl.375. allowed me, the remainer is gl.3401.6.14.	
More, for gl. 1200 received of Bonaventure Daf- orne, being part of 60. Pieces of Linnen fold to imgl.1200	1601-61
gl 2580. for an Affignation payable by dito Richard, but now	258c
gl. 2234. 10. stup. for an Assignation payable y nim, but now recharged, beinggl.2235.10	
More for his part gl. 1920, being a debt made pon his Linnen fold unto the faid <i>Bonaventure</i> whereof <i>Rich Rakes</i> beareth his share of gl.338. 1. 10. pen, the part here isgl.1581. 8. 6.	381518
gl. 3633.13.2.pen for his part of mony brought into the com- pany Stock, less mt. 476.6.14; pen: being his part of gl. 375. al-	3633 13
gl. 4590. by him brought into company Stock, and now recharged again, being	4590-
gl. 1200. by him brought in, as before, being	1200

Anno 1634. the 19. of April in Amsterdam.	Suil f	tipe
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	 hr	
	11 - 11 2 - 11	
and the second second second second		
L. B. Lange Chinamas	1:5	
The second second	10	
I have given order unto Jack Pudding at London, to make	ر م د	
good upon my account the 398. 1. 10. D. Herl. which I am out of Cash for company account; exchange at 35. \$. 4. D. is	4219	-414
Ballance Company exchange.	- <u>'</u> <u>2</u>	
	C	
Received by my Casheere of Simon Snell, by order of the Go-	n 24 m.,	
vernour of the West-India-Company, for my part division of advance, at 20. per Centum, the sum of	2880	-
And for the Advance of Jack Pudding at London, his principal remaining still good, the sum of	3960	_
The 25. Dito denite 12.	ייי <u>ו</u> טֿן	
Sold unto David Darling my Action in the West India-Company of this City, being 1.2400. Flem. at 40. per Cent. advance, upon 3. and 3. mon. payment, the sum is	20160	
Remitted	-])

Anno 1634. the 19. of April in Amsterdam	onn	
gl 338.11.10, pen for his share of the said debt, arising part- from his part of advance upon sold Lin-	1.14	
part- from his part of advance upon fold Lin- ly, from his part of my provision gl. 162.4.12.	338	i i ic
gl. 720. gained by the fale of 60. Pieces-	720	
gl. 182.16.4.pen, and is for his part of gains upon the faid account, being-	. 182	15.4
gl. 162.4.12.pen.and is for his part of gains upon the faid account, being	• 162	4 1 2
gl. 10814. 10. stup. and is for his brought in Stock writ back upon his proper credit, being	10814	10-
gl. 9600. and is for his brought in Stock, writ back unto his proper credit, being-	9600	
gl.4219.4.14.pen.for l. 398.10 b sterl, ordered him to make good upon my account; I being so much out of Cash for comany use: exchange at 35.5. 4. b. is	4219	•414
gl. 71.4.15. pen. being for his half of exchange, gained upon he same	1. 71	4,15
gl.71.4.15. pen.for my one half of the advance, gained by the exchange, it being	71	415
Al.2880.and is for so much received by my Casheere of Simon inell, by order of the Governor of the West-India-compa. of this ity, being for my part division of advance, at 20. per C. the sum is-	· 2880	
gl. 3960. and is for his part advance, his principal remaining good (till; the now received fum for him is	3960	
The 25. Dito.		-
gl.20160, being for my Action of l.2400. Flem. fold unto him upon 3. and 3. months payment; the fum at 40. per Centum advance, produceth————————————————————————————————————	2016 ₀	

Anno 1634. the 25. of April in Amsterdam. Suitti pe

Remitted unto Peter Braffeur at Danhek, for our Company each 1, Florines 4835. 19. 3. Polish, in Bills of Frederick Barentson, payable at 3. weeks sight, by Barent Brown unto the said Peter, at 200. gros, for each 6. al. my Casheers payment is——

43 52 - 1

Shipt unto Dansick (the Market here being low) by Shipper Jasper Snell, 12. English Clothes, received the 22. of March, the same I have consigned unto Peter Brasser, there to be sold for the Owners account, of the which I am to keep Book between both; Custom, and other Charges paid by my Casheere, is—

.35.8

The 7. of May.

Received by my Casheere of David Darling the 3000. Florines of the 11.0f February, being at 90. D. Flem. gl., 7650. the remainer is for a Bill of Flor. 215. 19. 3. Polish, which Peter Brasser at Dansick remitted me for our Company account, each 2, at 202. gros; out of which remise, by order of dito Peter, I make good gl., 403. 8. sup, unto Jack Pudding at Hambrough; that being Peters gains upon the said exchange: the whole receit is

7476 16 -

Writings received this day from Jack Pudding at London, wherein he ordereth me to transport unto David Darling all what belongeth unto the said Jack, which according to his order I effect.

The end of the second Waste-book.

N°.—___B

Anno 1634: the 25. of April in Amsterdam.	vuil fti pe
gl.4352.1.8.pen and is for Florines 4835.19. 3. Polish, remitted him in Bills of Frederick Barentson, payable at 3 weeks sight,	
unto the faid Peter by Barent Brown, at 200.gros, for each 6.gl. my Casheers payment is	4352 · i · 8
gl. 35. 8. (fuy, and is for charges done upon the shipping of 12. Clothes received the 22. of March; shipt, as above, by Jasper Snell, unto the said Peter, to sell for the account of Ja. Pudding, because the Market here was low; of which proceedings I am to keep book between both; custom, and other charges paid by my Casheer, is	
gl. 35.8. stuy. and is for the above-named charges, re-write only for to clear the said Cloth account, and discharging Cash, the summe is-	
M.35.8. fluy. re-writ unto his ready-mony account, to be made me good there prefently, in respect of the Rescounter, the said summe is	35 -8
The 7. of May.	
gl. 6750. and is for so much by my Casheere received of David Darling for 3000. Florines, delivered unto him the 11.0 February, the same at 90 D. Flemish for each Florine produceth	
pl. 726. 16. sup. and is for an exchange of Florines 815.19.3 Polish, remitted me for our company, at 202. gros: the summ now received of <i>David Darling</i> produceth.	726 16
gl. 403.8. stuy and is for so much by order of dito Peter mad good upon the said account, that being Peters gains upon the said exchange, and produceth unto-	e 403 ·8—
gl.3375.and is for his one half of gl. 6750. by me received of David Darling for our company use, his part produceth—	of - 3375 — —
gl.71.4.15.pen. and is for so much paid unto David Darling i full of the ready-mony which I had of his in my hands, bein the conclude of the said account————————————————————————————————————	n g 71 · 415
nl. 23250. and is for 3300. l. Flemssh, which he hath in the said company, the same by his order I transport unto Davi Darling, producing————————————————————————————————————	
I i Proceed	d-
	1- 1



PROCEEDING-LEARNER,



I the former Waste-Book you have 78. Titles of (most all) several varieties, each differing from the other, for exercise of your beginning; and them again made so plain, that a mean capacity may be Master of the matter: so that your apprehension is no way burthened, but rather by the pleasant pasages alluved forward. In this second Waste-Book

is far more nice matter to worke upon than in the former; Jo that, as your Knowledge increaseth, your Studies occasions augment a fresh; the more you are experienced in this Books proceeding; proceeding you find new matter to work upon, for your further experiences augmentation. And having well understood the former Instructions, you may (through Selfconceit) suppose that you are able to manage the Booking of all Trafficking Affairs, and so to leave your Study. But try your strength upon this second parts passages, and you will find your ability unable of your self to undergo the Task; therefore cleave close to the Work until the full finishing, and you shall be able to judge of the

End.

Alphabet,

ALPHABET, Shewing the Names and Titles of the brief Contents of each particular Leager-account, arifing from this second Waste-Book.

	- 1
Α.	
В.	
Contraction	
Bonaventure Dafforn, for Simon Sands, and Richard Rakes -	—fol. — fol. —fol.
C.	
Caffi	—fol.
Samona Cioch	101.
D.	
David Darling————————————————————————————————————	fol.
E.	
Expences General	-fol.
. F	
F.	
Franckford Exchange, for the company of Jack Pudding at Hambrough, and me, each one half	fol.
G.	
Govert Golfton at Hull, his account of Commodities	fol. fol.
Dito his account Currant———————————————————————————————————	—fol.
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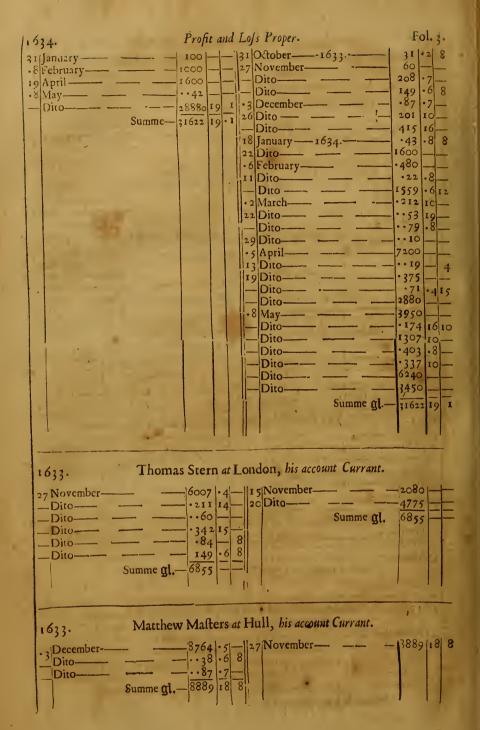
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Jack Pudding at London my account of Ready-mony	fol	
Dito his account of Ready-mony————————————————————————————————————	fol	* * 2 :
Dito his account of Rye	Fol.	5:
Dito his account of Time—		• • 4 :
Dito my account of Time	-101.	••4:
Dito my account of Time————————————————————————————————————	— ioi.	5:
Dito my account by mm in company	—fol.	7:
Dito his account in the West-India-company of this City Dito his account by me in company————————————————————————————————————	tol.	8:
Dito his account by me in company————————————————————————————————————	—tol.	9:
Dito his account of English-cloth	fol.	9:
Dito his account at Dansick, in the administration of Peter Pra	[[eur-fol.]	9:
J. P. H.		
Jack Pudding at Hambrough, his account of Ready-money Dito his account of Time————————————————————————————————————	tol.	4:
Dito his account of Time————————————————————————————————————	fol.	4:
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K.		
L.		
L,		
Linnen for the company of Tack Pudding at Hambrough and	me	
Linnen for the company of Jack Pudding at Hambrough, and each one half-	——fol.	
Cacil Olic Hall	101.	, .
	Lile.	
M.		
	·	
Matthew Masters at Hull his account of commodities	—fol.	2
Dito his account Currant———————————————————————————————————		3:
THE RESERVE OF THE PARTY OF THE		
N.	570	
O.		
P.		100
	2.21	100
Profit and Loffe	—fol.	
Profit and Losse———————————————————————————————————	- —fol.	3 .
Test Draffen at Danfier my account by min in company		
Q.	18	
R.		
Rye—Richard Warbirton at Hull, hic account of Lead—Dito his account of Cash—Rye in company 3 for Jack Pudding at Hambrough, and 3 for		
Rye	—fol.	· · I :
Richard Warbirton at Hull, hic account of Lead	fol.	••5:
Dito his account of Cash	—fol.	5:
Rye in company 3 for Jack Pudding at Hambrough, and 3 for	mefol.	6:
Richard Rakes his account proper——————————————————————————————————	—fol.	••7:
Richard Warbirton at Hull, his account Current	- fol.	6:
	Stock	
	J. J. L.	

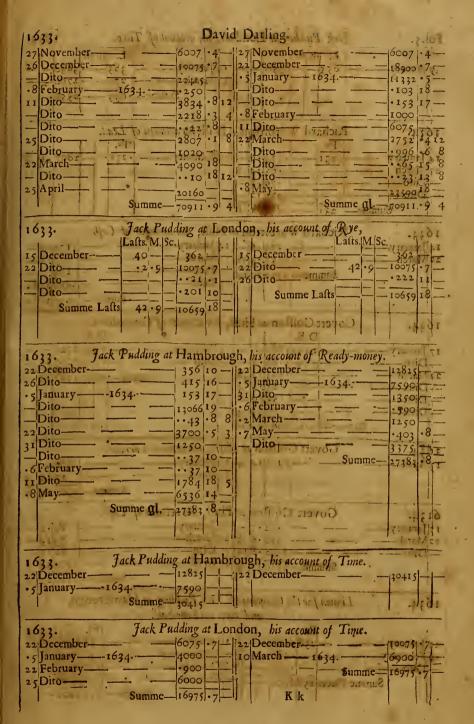
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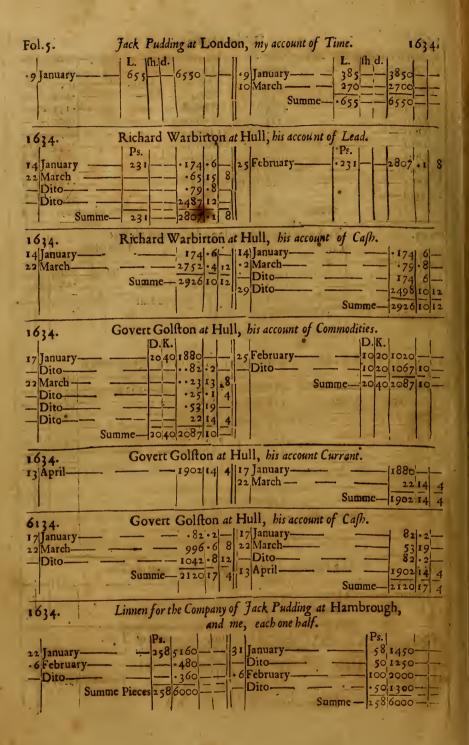
S.	
Stock -	tol. · · I
Sulanna Peters Orphans	-fol line
Simon Sands, and Richard Rakes, their account of Profit and Loss	fol. • • 6
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Dito their company Cash————————————————————————————————————	-fol g
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Dito their company Linnen	_fol. • • 9
Stock particular in the West-India-company of this City-	-fol. • • 8
Dito, being \(\frac{1}{3}\) for \(\frac{7}{ack}\) Pudding at London, and \(\frac{1}{3}\) for me -	-fol. • • 8
Type	
T	
0	
Thomas Stern at London, his account Currant	_fol. · · 3
Thomas over a 22 min, instance and Carrain	
V.	
Desiration of the second secon	0.
	C.1
Voyage to London, configned for my account to Jack Pudding- Voyage to London, configned to Jack Pudding, being in company	_tol. · · · 2
Voyage to London, configned to fack Pudding, being in company	Y
for Jack Pudding at Hambrough, and meeach one half-	-tol. · · · ·
The second secon	
W.	
VV .	
the second secon	
	-fol. ···
Wine for the company of Jack Pudding at Hambrough, and me	
each one half—	_fol.
X .	
Y.	
1.	
Z.	-

Now followeth the brief Contents of each particular Leager Account, arising from this fecond Waste-Book.

1633. Voyage to London, configned for my account to Jack Pudding. Fol. ?
24 October
·8 May — 1634 — 3950 —
Summe gl.— 6550 ——
1622. Cambrix-Cloth.
24 October 18 440 8 May 1634 1 440
24 October - Ps 440 8 May - 1634 Ps 440
1633. Sufanna Peters Orphans. 24 October
24 October
15 November — 486 10 — 486 10 —
Dito 342 15
20 Dito - 3 December - 8704 - 5 - 8704 - 7 - 8704 - 5 -
2 March — 1634. — 4580 — 201M trch — 1034. — 1098
29 Dito
Summe_21888 14 8 Summe_21888 14 1
1634. Jack Pudding at London my account of Ready-mony.
L. h.d.
24 October - 264 16 8 2648 6 8 31 October - 208 1 2 2309 9
•9 anuary-1034 305 - 3050 - 11 February-1034 400 - 4000
12 April 411 2 2 4257 15 .8 May812 17:88128 10
19 Dito 398104219 0414 Summe fter 1728 10 8 17050
24 October. 264 16 8 264 8 6 8 31 October. 208 1 2 2309 9 9 10 March 2700 2700 11 February 1634 - 4000 4000 13 April 411 2 24357 15 8 May 8128 19 19 Dito 398 10 4219 414 16 10 Summe fterl. 1728 19 8 17950 3
Summe sterl 1728 19 · 8,17950 · 3 — [1
1633. Jack Pudding at London, his account of Ready-mony.
1633. fack Pudding at London, his account of Ready-mony.
Dito————————————————————————————————————
15 December
26 Dito 222 11 13 April 4357 15
•5 January—-1634— 103 18 19 Dito 1571 15
•2 March — 4341 •3 8 19 Dito — 3900 4
1633.
22 Dito
25 April 0450
•7 May ••7 I • 4 I =
10 Dito
20042 41311
1633. Matthew Masters at Hull, his account of Commodities.
K. D.C.
12 November 70'25 10 4685
Dito 20 Dito - '70 25 to 5045 -
Dito Summe K. 145 50 20 9730
12 November
Summe K. 14050209730



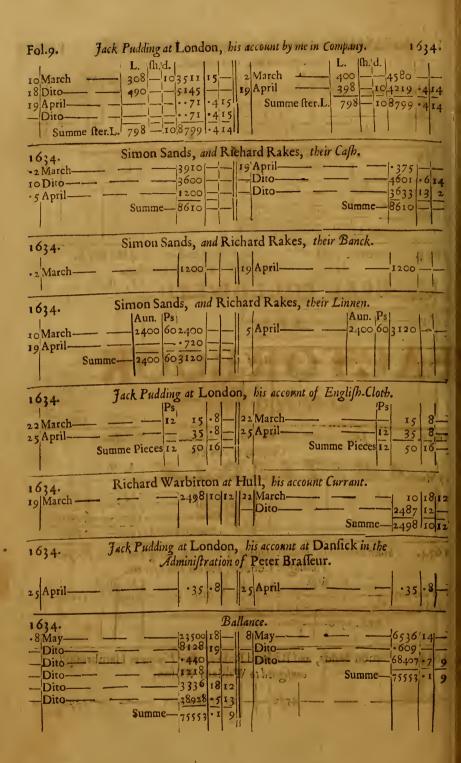




1034. Voyage	Jack Pudding at Hambrough and me, e	ach one balf.
6 February———————————————————————————————————	2000 2 March 2 March 2 March 2	2500

Fol.7.	Jack Pudding at London, my account by him in Com	bany.
·6February-	1300 - 18 March	-5145
-Diro-	37 10 1	
· 2 March -	2500	
-8 May		
	Summe—4145 —	
	Simond Sands, and 1 schard Rakes, their Company S	tack
1634.	Simond Sands, und rectard Rakes, their company o	IUCA.
10 March		7800
19 April	0600 - 2 March	1800
Dito	Current Current	
	Summe gt. 21000 . Summ	21000
		1 1 1
1624.	Simon Sands bis account Proper. 11400	
·8 February-		13600 !
25Dito-		2400
rg April-	4601 \cdot 614 \ \text{Dito}	2580
-Dito -		2234 10-
-Dito	3815 18 6 Dito	0585 10-
	Summe—23+64 15 4 22 March——	-1042 -812
1	Summe—23:6415 4 Dito————————————————————————————————————	-··25 · I 4
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	— Dito——	1081410-
		e-23464 15 4
1621	Richard Rakes bis account Proper.	
1634.	Richard Rakes his account Proper.	
1634. .8 February	Richard Rakes his account Proper.	3810
1634. .8 February— .2 March—	Richard Rakes his account Proper.	
1634. .8 February— .2 March— ro Dito——	Richard Rakes his account Proper.	3810 1200 4590 2580
1634. .8 February- .2 March— ro Dito————————————————————————————————————	Richard Rakes his account Proper.	3810 - - - - - - - - -
1634. 8 February 2 March 70 Dito 19 April Dito Dito	Richard Rakes his account Proper. 7800 2 March Dito Dito	3810 1200 4590 2580 .162 .412 9600
1634. 8 February- 2 March— ro Dito— 19 April— Dito— Dito— Dito— Dito—	Richard Rakes his account Proper.	3810
16348 February2 March ro Dito .19 April Dito Dito Dito Dito	Richard Rakes his account Proper. 7800	3810
	Summe gl. 21942 - 4 1211	Rakes
	Summe gl. 21942 - 4 1211	Rakes
	Summe gl. 21942 - 4 1211	Rakes
	Summe gl. 21942 - 4 1211	Rakes
	Summe gl. 21942 · 4 12 Bonaventure Dafforn for Simon Sands, and Richard	Rakes. 1200 18 6 -338 11 10
	Summe gl. 21942 · 4 12 Bonaventure Dafforn for Simon Sands, and Richard	Rakes
1634- 10 March- -5 April-	Summe gl. 21942 · 4 1211 Bonaventure Dafforn for Simon Sands, and Richard	Rakes. 1200 18 6 381 5 18 6 1338 11 10 10 10 10 10 11 12 10 10 12 13 14 10 13 14 10 14 17 17 15 17 17 16 17 17 17 17 18 17 19 17 19 17 10 17
1634- 10 March- -5 April-	Summe gl. 21942 · 4 12 Bonaventure Dafforn for Simon Sands, and Richard	Rakes. 1200 18 6 3815 11 10 gt. 5354 10
1634- 10 March- -5 April-	Summe gl. 21942 · 4 12 Bonaventure Dafforn for Simon Sands, and Richard	Rakes. 1200 18 6 3815 11 10 gt. 5354 10
1634- 10 March- -5 April-	Summe gl. 21942 · 4 12 Bonaventure Dafforn for Simon Sands, and Richard	Rakes. 1200 18 6 3815 11 10 gt. 5354 10
1634- 10 March- -5 April-	Summe gl. 21942 · 4 12 Bonaventure Dafforn for Simon Sands, and Richard	Rakes. 1200 18 6 3815 11 10 gt. 5354 10
1634- 10 March- -5 April-	Summe gl. 21942 · 4 12 Bonaventure Dafforn for Simon Sands, and Richard	Rakes. 1200 18 6 3815 11 10 gt. 5354 10
1634- 10 March- -5 April-	Summe gl. 21942 · 4 12 Bonaventure Dafforn for Simon Sands, and Richard	Rakes. 1200 18 6 3815 11 10 gt. 5354 10
1634- 10 March- 	Summe gl. 21942 · 4 1211 Bonaventure Dafforn for Simon Sands, and Richard	Rakes. 1200 18 6 3815 11 10 gt. 5354 10

Franckford Exchange for the Com	pany of Jack Pudding at Ham. Fol. 3.
brough and me,	each one half.
Flor. K. D.	
	Flor. K.D.
	7 May 3000 6750
· 8 May	
-Dito	
Summe Flor. 3000 - 6750 -	
1634. Stock particular in the W	Test-India Company of this City.
L. fh. d.	L. M.d. + .
22 February10006000	25 April 2400 20160
18 March	
•5 April	
· 8 May 6240	
Summe L. 2400	1 1 1 1 1 1 1 1 1
1634. Governour, and Assistants of the	e West-India-Company of this City for
	ack Pudding at London.
L. fh. d.	L. fh.[d.]
10 March 150 900	7 May 3300
29 Dito 1500 12450	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
•5 April	
Flem. L. 3300 - 23250 -	
1 10000 10000 1	
1634. Governour, and Assistants of	the West-India-Company of this City.
	22 February 6000
Olviaren	
	D:
	25 DITO
	Summe—15900 —
Test Pulling it I ander	1:
	n, his account in the West-India-
Company	of this City.
L. [fh.[d.]	L. fh.d.
7 March 3300 - 23250 -	- 25 February - 1000 - 6000
	10 March
	29 April
	-5 Dito16509090
, , , , , ,	
1634. Stock in the West-India-Company	y of this City, being two thirds for Jack
Pidding at I and	on, and one third for me.
	on, and one inita for me.
L. h.d.	20 March 1-1500 12150
5 February 1500 9000	29 March
8 May 3450	
Flem.L. 1500 12450	
1634. Simon Sands, and Richard	Rakes, their Voyage to Hambrough,
configued to	William Wilson.
Conjugate to	11 10 00
- 2 March4590	19 April
The state of the s	
	19 April - 4590 -



HERE FOLLOWETH

THE

FACTOR-BOOK.

NN NO 1634.

IN

AMSTERDAM.

Debitor,	for charge	es of 60.	is account of Pieces, repock of Sara	ceived by	Shipper	rsies,is Jacob		* 1	
20.Dit	o-Red	d-lists, B	. B. cost 30 . C. cost 39 D. cost 40.	. fh. sterli	ngs.			-	
			, is						
Averig	ge paid for	my part	is—————oney———		-gl. 1.	12. 8.			
Lighte Boatag	ridge from	the Ho	ye——— the Ware-	house	—gl.— —αl.—	17			
	5.3		tuyver per	2 / 1	-	4		46	
Provid	ion, at 2. 1	rer Cent. i	s ner due to h	al	.47. 8	-5		50.	8
			w upon the					11	
							lo T		
				17	Sum	ne P		54 1	
by the acc	ount may 4	appear,	heing——	es into the	"				
Many m	en transper wholly fi	ort no par nished 5	t of charge and that is	done for	Leager the avoidate of t	until piding he re-			
Many m the fame be of writing	en transper en transper wholly fi yet they of both in	ort no par nished 3 y enter th	t of charge and that is	done for	Leager the avoidate of t	until piding he re-			
Many m the fame be of writing ceit thereo	en transpe wholly fi yet they of both in the Mone	ort no par nished 3, y enter the to their by.	t of charge and that is	done for pon the d nd League	Leager /the ave late of t er, leav	until piding he re-			
Many many many from the fame be of writing thereo. Blanck for	en transpe wholly fi yet they of both in the Mone	ort no par nished 3, y enter the to their by.	t of charge and that is the parcel up Journal, a	done for pon the d nd League	Leager /the ave late of t er, leav	until piding he re-			
Many many many from the fame be of writing thereo. Blanck for	en transpe wholly fi yet they of both in the Mone	ort no par nished 3, y enter the to their by.	t of charge and that is the parcel up Journal, a	done for pon the d nd League	Leager /the ave late of t er, leav	until piding he re-			
Many m the fame be of writing ceit thereo	en transpe wholly fi yet they of both in the Mone	ort no par nished 3, y enter the to their by.	t of charge and that is the parcel up Journal, a	done for pon the d nd League	Leager /the ave late of t er, leav	until piding he re-			
Many m the fame be of writing ceit thereo Blanck for	en transpe wholly fi yet they of both in the Mone	ort no par nished 3, y enter the to their by.	t of charge and that is the parcel up Journal, a	done for pon the d nd League	Leager /the ave late of t er, leav	until piding he re-			
Many m the fame be of writing ceit thereo Blanck for	en transpe wholly fi yet they of both in the Mone	ort no par nished 3, y enter the to their by.	t of charge and that is the parcel up Journal, a	done for pon the d nd League	Leager /the ave late of t er, leav	until piding he re-			
Many m the fame be of writing ceit thereo Blanck for	en transpe wholly fi yet they of both in the Mone	ort no par nished 3, y enter the to their by.	t of charge and that is the parcel up Journal, a	done for pon the d nd League	Leager /the ave late of t er, leav	until piding he re-			
Many m the fame be of writing ceit thereo Blanck for	en transpe wholly fi yet they of both in the Mone	ort no par nished 3, y enter the to their by.	t of charge and that is the parcel up Journal, a	done for pon the d nd League	Leager /the ave late of t er, leav	until piding he re-			

Fol.

Cr	Matthew Masters at Hull, his account of Devonshire-Kersies, is reditor, for the ensuing Sales: viz.	•
5 Di	ito-To Susanna Peters Orphans upon 6. months discount, Bro- ker, Thomas Loan.	
	10. Pieces of Blew-lifts, A. B. at 36gl.360 10. Dito—of Red-lifts, B. C. at 38gl.380 10. Dito—of Red-lifts, C. D. at 40gl.400	
	10. Dito—of Red-lifts, B. C. at 38.————————————————————————————————————	
	10. Dito-of Red-lilts, C. D. a1 40	
	30. Kersies amount upon 6. months time to -gl. 1140	
	Discount for 6. mon. at 1. stuyver per gl. is- gl. 57. Rest	1083
-		1003
No	ovember-To the said Orphans, upon 6. months discount; Bro	
	ker, Joost Lambertson.	
-		
	10. Pieces of Blew-lifts, A. B. at 38. fh. gl. 380.	
	10. Dito—of Red-lifts, B. C. at 40.————————————————————————————————————	
	10. Dito—of Red-lists, B. C. at 40.———gl. 400.—. 10. Dito—of Red-lists, C. D. at 45.——gl. 450.—.	
	30. Kersies, producing upon 6. months time—gl.1230.—.	
	Discount, at one stuyver per gl. is gl. 61.10.Rest	116810
		225110
Dil relp pea	Thus do some men frame their Factor-accounts, deducting the solution in the Credit side, because the Debit-side runs deepest in spect of the diversity of the charges; as partly per Contr. may apar: and if the Discounts were charged in Debit, they would run deeper. Each his pleasure.	
far	THE REST OF THE	
far	LANGE THE ACT	
far	THE REAL PROPERTY.	
far (LANGE BANK	
far (L	-
far (-
far	L THE LABOR OF THE	-
far		
far	L1	
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		be 7. of Nover			Juit	(tip)
for ch	arges of 120	London, his account Kerfies, and 83 D illiam Crew, Mafter	ozens, received	s, is Debitor, by the Alla		
4	o. Dito-	D. E. 19. yards, co E. F. 18. yards, co F. G. 19. yards, co	oft 26. sh. sterling	gs.	•	
G H	Custom, at 3. Creight of De Creight of Ke Pilotage, Prin	fluyvers per Piece, ozens, at 4½ fluyvers ries, at 2½ fluyvers ne, and Pale-money Labourers to Ware-	is————			
Dito- Dito- B	Discount of Discount of rokeridge, as Vare-house-ro	f gl. 2080. to Sufam f gl. 4775. to Sufam t ½ stuyver for each com of Kersies, at 1. com of Dozens, at 1	na Peters Orphan. na Peters Orphan. 6. gl – 0 Stuy. per Piece-	gl. 28.11.—	55 104 238	
Mor	rovision of S e, for the No	Sales, at 2. per Centetto remainer of thi ales made good unto	s account, being a	ll.137. 2.— lready upon	6278	18-
			3 4 3			

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)	Ann	0 1634. in A	miterdam.		Outl A
	omas Stern at for the ensuing		unt of Merchandi	zes, is Cre-	
Dito.	To Susanna Thomas-		6, months discour	t; Broker,	
	40. Kighley 40. Dito	s, D. E. at 25. gl. i – F. G. at 27. gl. i	is gl. 1 sgl. 1	080}	1080
Dito.			onths discount; Bi	oker, Joost	
	Lamberti 40. Kighley: 82. Dozens-	s, E. F. at 26. gl.	isgl.	1040.	4775
	1 - 9	de la	l, <u> </u>	Summe—g	1.6855
tred, the O be ver	in respect of wners Runnin ry acceptable:	each particular Ch	of received Goo larges, and Sales; fent unto him, the ne he can see wha	and so with which will	-
Or Do	it by caen par			_	
	111	Lake		- IS - I	E CO
		4-5-			
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			Marie Land		
			J. 38).		
	77.		2 300	- (
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20					
	A 100				
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Fol.

ol.3. Anno 163.4: in Amsterdam. Si oant	Suil flipe
Matthew Masters at Hull, his account of Commodities, is Debitor. November for charges done upon 80. Kersies, 50. Dozens, and 20. English Clothes, received by John Dickinson, Master of the Gray-hound of Hull, to wit.	7 To 1 7 C
40. Kighleys, M. R. Koft 39, ftr. sterlings (2 1 3 (1 1 1 40. Dito 2017). ftr. sterlings (2 1 3 (1 1 1 1 1 1	0+ 0+
Custom of Kersies, at 3. stuyvers gl. 12. 13. stuyvers Freight of Kersies, at 3. stuyvers gl. 12. 14. stuyvers Freight of Dozens, at 4½. stuyvers gl. 12. 15. 21. 21. 15. 21. 21. 21. 21. 21. 21. 21. 21. 21. 21	E3.
15 Dito—Transported to the account of dito Matthew, fol. 12 Dito—Transported to the account of dito Matthew, fol. 13 3 3 Brokerage, at 1 ftuyv. for each 6. al, fol. 14 15 Ware-house-room of Kersies, at 1. stuyver per Piece———————————————————————————————————	68.36— 3545—— 3815——— 3013 8
Of Dozens, at 1½ stuyver————————————————————————————————————	<u>gl</u> . 7616 18 8
C:230	
1 1	

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in hat	Anno 1684	in Amst	erdam.:	E. (-)	- Suil
Jack Ru, Debi	dding at Hambron	gh, his acco	unt of Mei	chandize, is	
December, Couchaneil account of	for charges of 6. le, received by dito Pudding; to	Bales of Pepp Peter Clason V wit,	per, and 4.	fell for the	ન્યદ
4, Lai	reis, No. 17. 18: 19	9. 20.	. 16	1 - 21.00	
Frieg! Prime	nt of the above-fai , Pale, Pilotage, a	d———— nd Firing—		gl. 130. 7.— gl. 50. 3.—	1 7.55
Search Lightr	Pale, Pilotage, a ers, Toll, and Culige, and Laborour	tom	—; _ — <u>;</u> — <u> </u>	il. 75.15.—	
	house-room				356
6 Dito. I rank	ported to the acc	ount of the f	——gl.408	dding upon	415
- La 1		10	-	Summe—	31. 20415 21187
1	3001	0 (5/0)	100	- 61	
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1 21					

ol.4.	Anno 1634. in Amsterdam.	•	Emil pe
2.2	Jack Pudding at Hambrongh, his account of Merchandise Creditor. Decemberfold to Christopher Prume, whereof he now payeth 12825. and the rest at 2. months: Broker, Joost Lambertson. 6. Bales of Brasil Pepper. Grosse2345. tt. Tare45. tb.		
	Netto, 2300. fb. at 11. fb. is gl. 7590. 4. Barrels of Couchaneil Mestica N°. &c. Netto 475. fb. at 90. sh. is gl. 12825. Dito—for charges carried to the account of the said Jack Puddibeing as in Debit Summe		20415————————————————————————————————————
ī			

Fo



TO THE ART-ASPIRING-YOUTH.

Studious Affected Friends,



Having learned of my Father some Rudiments of Arithmetick (to reckon from my Birth-year until now, 4. times 4. years) embolden my self to add unto my Fathers Book of Accounts four Tables, whose order of working (to my knowledg) is not extant; the same being made so plain, that a mean capacity may instantly conceive the method thereof.

The first Table stemeth the way how to find what the Principal and simple Interest of any Given, or Taken sum will be at the agreed times end; the same being entred so plainly,

that it is a means to inform the Needful hereof, how to cast up their Interests themselves; and is likewisea direction for the examining of other mens acted passages.

The second Table steweth how to find the simple Interest only, and is as a proof

of the former.

The third Table sheweth directly the way of working, to find the Ready-money only, that we are to receive, or pay, upon Rebatement by way of simple Interest,

after Price and Time of each, as by the particular Tables shall appear.

The sourth Table leadeth (as by the hand) how to find the Rebatement only, of any Principal that shall be rebated by way of simple Interest, after Price and Time, as in the Table; and unto each Table is added by Instances the manner of working the same: being very useful, and commodious for Merchants, and others that are desirous to be consident in their own knowledg, as concerning the casting of Interest. and Rebatements themselves.

Two other Sums have I added; the one is in Numeration, craving therein your Aid, how to give it a pleasanter Nomination; the other is in Multiplication, with

the lesser Denominations, as Pounds, Shillings, Pence, &c. Herein,

After due Consideration, Desiring your Approbation, Or better Explication.

And when time addeth unto my young years further Apprehensious enlargement. I then intend a further Exercise in the same for them that (with me) desire to be better acquainted with this Arts-knowledg.

Your Affectioned,

JOHN DAFFORNE.

Mult. 960 96 48 48 48 48 48 48 48 48 48 48 48 48 48	1 1600 642	6423 4823 2423 1623 1223 983 . 823 4961 623 1669 . 503
800 801 801 801 803	6 . 32 .33 .6 . 400 . 413 6 . 800 7 192 199 7 2400 2491 . 7 1600 8 . 24 .25 8 . 300 . 313 8 . 200 9 1600 10 . 96 101 10 . 240 . 253 10 . 160 11 192 203 11 2400 2543 11 1600 11 1600 10 10 10	3209 6427 1609 809 1627 • 409 329 • 827 1663 • 209 1681
14800 4807 12400 2407 1600 1607 11200 1207 2.600.607 3.400 407 4.300.307 5.240.247 6.200.207 71200 1249 8.150.157 9.400.421 10.120 127 111200 127	1 19200 19229 1 640 641 1 19200 19229 1 640 643 1 6400 1 6400 1 1 1 6400 1 1 1 6400 1 1 1 6400 1 1 1 6400 1 1 1 1 6400 1 1 1 1 1 1 1 1 1	9631 6431 4831 2431 1631 1231 . 991 . 831 5017 . 631 1693 . 511

Interest pr.C.	Mon. Vii. 1600 601 300 301 200 201 1 150 151 2 .75 .76 3 .50 .51 4 75 .77 5 30 .31 6 25 .26 7 150 157 8 .75 .79 9 50 53 10 15 16 11 150 161 12 .25 .27	Interest of the service of the servi	Interectif by 19600 9617 per 1 3840 384 1990 1991 1992 1992 1992 1993 1993 1993 1993	27 37 57 37 27 47 99 67 99 27 41 37
		14800 437 14800 437 14800 437 12400 1637 31600 1637 41200 1237 839 4 5 960 997 6800 837 74800 5059 8600 637 91600 1711 43 10 480 517 11 480 5207	124004619 124002419 124002419 1160016 212001219 3.800.819 4.600.619 5.480.499 6.400.419 724002533 8.300.319 9.800.857 10.240.259 11124002609 11160017	13 39 13 13 39 13 39 191 173 43
	1 120 I 1 120 I 2 .60 . 3 .40 . 4 .30 . 5 .24 . 6 .20 . 7 120 I 8 .15 . 9 .40 . 10 .12 . 11 .120 I	81 4 19210 1924 41 4 9600 964 4 640 644 4 1200 124 5 960 100 25 104 6 800 84 7 4800 508 8 600 64 9 1600 172 13 10 480 525 11 4800 525 11 4800 44 41 41 41 41 41 41	1	543 1443 843 643 243 003 843 101 6643 729 523 443

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UNDAUNTED ART-DESIRERS

Lthough I have entred the Table in form as before, yet there wanteth an Explication of the same : True it is, the compleat Body is there, but the

Anatomising is not begun: Now to that.

Suppose L. 100. to be put forth at simple Interest upon 7, months, at 10. per Centum: What will Principal and Interest jointly be at the end of 7 months? Facit L. 105.16.8.D. But how to find this by the Table? Look for Price 10. per Cent. and there again for 7. months; and you shall find for Multiplier 127. and 120. for Divisor: Multiply your L. 100. by 127. and divide the multiplyed sum by 120. your Facir will appear to be as above. Do the like with all other.

Example for this.

If 120. Divisor, augment to 127. Multipler: What will pro rato, L. 100, increase unto

THE RULE.

6. Divisor 635. to be divided. 5. L. remainer, multiplyed by 20. is 100. divided again by 6 are 16. sh. thus xgo (16. sh. and 4.remainer: multiply 4.by 12.are 48.pence; divide them by 6?

thus, 48 (8 pence.

Briefer by Abreviation.

Now I intend to enter some Instances, for the first finding of the sums that stand in the Dividing and Multiplying Columns.

The first Instance shall be the before-entred Divisor of 120. and the Multi-

plver 127. therefore propound the Question, as the above-entred,

I put forth L. 100, at simple Interest for 7. months after 10: per Cent, what will Principal and Interest joyntly be?

THE RULE.

If 12. months gain 10.L. how many L. pro rato will 7 months gain?

AGAIN.

If 100. L. gain 105 &: What will the Principal gain?

Here you have your Divisor 120. and your Multiplier 127. which Divisor 120. may sometimes again be abreviated, if the Principal be an even sum: as here is L.100. but if the Principal be an un-even sum, as is L.139. or the like, then there is no abreviation in that work; but the before-entred sum is by abreviation very easily performed: as thus,

Here you see neither Divider, nor Multiplier left, but only the ros in the middle; and consequently that is the Facil L. 105.16.8.

ANOTHER.

Suppose 139.L.17.sh.5.D.to be Given, or Taken, at 7 t per Cent. for to months: what will Principal and Interest joyntly be?

21584867
1920....

2384
1920

4648
4480

7. D.
$$gr$$
 12
2797
12
20
2797
12
21584867.

6. D. gr 22
2797
12
21584867.

6. D. gr 21584867.

Consider 217

But for your further aid, and increase of your study in the other parts, and Tables, I intend to enter the ensuing Instances, which will shew you how to find any Multiplying or Dividing sum in the before-entred Table. This shall not be performed by the Rule of Five (it being too tedious for the Beginners) but by the Rule of Three twice entred, for that is the plainest.

1. Any

12/19:	Instructions how to find to	be Principal and Interest joynt	lly.
	1. Any Given, or Taken Principa will the Principal and Interest be a	il, at 5. per Centum, for 1 mon t time expired?	ths: what
ing I co	ТН	E WORK.	
, do y	Mon. L mon.	L pr. L. adv.	L. pr.
	49 51 1. Fac. 48 L.	4800	
dv. – L. pr	alficer and t	960——961.—— Divif. Mult.	principal.
- principaL	2. Any Given, or Taken Princip will Principal and Interest be at tim	al, at 5 \frac{1}{4} per Centum, for \frac{1}{2} mo	nths: what.
airaT		E WORK	-
	12. m. $-5\frac{1}{4}L - \frac{1}{2}m. \frac{4}{2}(8)$	100. L pr. 100 32 L. adv	L. pr.
, li a (je)	3) 96	3200 3207 Divil. Mult.	principal.
4.7	THE 3d	EXAMPLE.	1 0
ing.u-	12.m.—5 ½ L—¾ m(8)	100 L. pr. 100 3½ L. adv.	L.pr.
रुष् वे १	32131. fac. ½ L.	32co 3211	principal.
	TUE	A. EVAMPIE	-
	THE 12. m.—5 ² — 1. mon.	4th, EXAMPLE, 100 L. pr.—10043 L.	odra Taul
Section and the	4	- 43	T
	48	4800 ——4823 ——	principal.
3031-111		5th EXAMPLE.	i
1.6= "	xz m.— 6.L.—— z. m.	100 L. pr 101. L. adv	L. pr.
, E1(1.5)	2 1 2 fac. 1.L.	f 6.5.1.	
	THE 6	th EXAMPLE.	
	12. m. — 6 ¹ / ₂ L. — 3. m. 4	100 L. pr. — 101. 7 ₆ L.a	dv L.pr.
	48 — 25 — 3 fac. 1 7° L.	x655 x625	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
	1 11/11 1182	5) 320 329 64 65 pt	incipal.
a H			THE

Instructions how to find the Principal and Interest joyntly.

THE 7th EXAMPLE.

THE 8th EXAMPLE.

12.m:
$$-6\frac{1}{4}$$
 L. -5 .m. 100 L.pr: $-102\frac{13}{16}$ L.adv. -1 .pr. $\frac{4}{48}$ $\frac{16}{16}$ 9 9 (16 (2 $\frac{11}{16}$ L. $\frac{16}{320}$ $\frac{1645}{320}$. principal:

THE 9th EXAMPLE.

THE 10th EXAMPLE.

23025 (4169 to 3. th. 4. b.—the Principal, and Interest joyntly.

THE 11th EXAMPLE.

220

Instructions how to find the Principal and Interest joyntly.

THE 12th EXAMPLE.

100 L.pr.adv; 105 12 L.what the print 16

1699 — 1693 — 899 L

2

1

1693 (846 1 L. or 10. fh. 222

THE 13th EXAMPLE.

THE 14th EXAMPLE.

THE 15th EXAMPLE.

This second Table sheweth the way how to find the Interest only of any Taken, or Given Principal sum.

i	_											-	
	Interest per C. L	2 3 4	Divin 960 480 320 240 . 80 . 40 . 30 . 24 240 . 240 . 240	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		Mon. 116000 11600 2.800 3.1600 6.800 7.1600 6.200 9.1600 11.1600 12.400	21 · 7 · 7 21 · 7 21 49 · 7 63 · 7	Interest per C. L. 55	Mon. 4948 2240 3.66 48 9.244 9.00 10.124 9	0 11 0 11 0 11 0 11 0 11 0 11 0 11 0 77 0 11 0 33 0 11	5‡	Mon. 1/200 1	Malt. 23 .23 23 23 23 23 23 23 23 23 .61 .23 .69 .23 253 .23
	เน็งรั	6 5 6 7 8 9 10 11 12	200 100 200 .50 .40 100 200 .251 200	-11 3 -11 3 -11 3 -11 9 11 11 3	6+	786 384 256 1 191 2 .96 3 64 4 48 5 192 6 7 192 8 .24 9 .64 10 .96	5 7 3 3 5	1 F 6½ (1.1)	3,80 4,60 5,48 6,40 7,240 8,30 9,80 10,24 11,7240	0 13 0 13 0 13 0 13 0 13 0 13 0 13 0 13		\$\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	.9 .9 27 .9 .9 27 .9 .9 27 63 .9 81
	78	1 2 3 4 5 6	1200 . 600 . 400 . 300	7 77 7 7 7 7 7 7 7 7 7 7 7 7 7 7	7#	1,92cc 1,92cc 1,9600 1,4800 2,2400 3,1600 4,1200 5,960 6,800 7,4800 8,600 9,1600	. 29	7.	1 64 1 16 1 16 2 .8 3 16 4 .4 5 .3 6 .8 7 16	3 0 1 1 0 1 1 1 0 3 0 1 1 1 2 1 3 7 7 6 1 1	7‡	1 192co 2 9600 1 4800 2 2400 3 1600 4 1200 5 960 6 800 8 600 9 1600	31 31 31 31 31 31 31 31 31 31 31 31
		II	. I 20 I 200 . I 00	• 7 • 77 • 71		10.480 11.4800 12.400	. 29 319 . 29		10 . 20	I I		10.480 114800 12.400	· 31 341 · 31

The Tables continuance, shewing the way how to find the Interest only, of any Given, or Taken Principal.

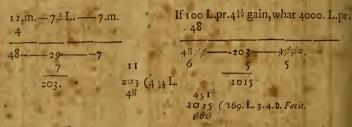
-						_		- 6	2				
Int erest per C.	Mon.	Mult:	Interest per	Divic Mon.	Mult.	Intere	Mon.	Divif.	Mult.	Inter	Mon.	Div:f	Mult.
t por (1 4 60 30 3 20	o I	A per	1 6400 1 3200	11	Interest per	2	4800	I	7 3	138	40	7 7
1:	1 15	0 1		1,1600 2.800	II	0	- 3- 1 ● I	3200 2400	I	7 Ω	3 1.9	60	7
L.	3 . 5	1	T	3 1600	33	r	3	. 800	1	7	3.3	80	777
8	4 . 7 5 . 3 6 . 2	71	84	5. 320	II	L. 8½	5 6	. 600	1	7 84	5.1		7
	7 15	0 7		71600	77		7 8	· 400 2400 · 300	.II	9. 🍍	7.9	60	7 49
	9 . 5 10 . I	0 3		9 1600	99		9	. 800	. 5	1 .	9.3	20	· 7
	11 15	O II	1		121	•	11	2400 2400	18	7.	10 11.9	60	· 7
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-	1.40	0 3	1	4800	37 37 37		1 2	400	19		1 160	00	39
	3 40	0 9	1 3		37 37 37	1/4	3 : 1	800	19	7-	3 1 60	00	39
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100						N	n					T	his

This Table is made to find the Interest only of any Given, or Taken Principal; and is a Proof of the former, as by some Instances shall be instanced. And to that end, I will give a touch unto the manuer of working, whose difference from the former is in the second entrance, as may appear by this

FIRST EXAMPLE.

A Given, or Taken sum of 4000.L. what will the Interest be after $7^{\frac{1}{4}}$ at the end of 7. months?

THE WORK.



Turn to the tenth Example before, and that doth confirm this; and this doth shew the true working of that: for the Interest here is L.169.3.4.0. and Principal with Interest there is 4.169.L.3.4.0. so add 4000.L. Principal to this Facil, and the sums of both will be alike.

THE SECOND EXAMPLE.

If 100 L.pr. gain 5
$$\frac{1}{18}$$
 L. what 800.L.pr. $\frac{4}{4^{8} - 3^{1} - 9}$ 1 $\frac{16}{3}$ 3 $\frac{9}{3}$ (5 $\frac{1}{16}$ L. $\frac{2}{2 - 93}$ 1 $\frac{8\cancel{9}\cancel{9}}{4^{6}\cancel{1}}$ L. for the Facit:

See the twelfth Example before, and compare them, the truth of both will be made plain unto your view, for the one doth approve of the others product.

This

This third Table shewesh the way how to find the Ready-mony only, that we are to Receive, or Pay upon Rebatement, by way of simple Interest.

1.				,			1				,				
1	In	Mon.	D.	Mult.	In	Mon.	D	ME	ᇙ	Divid Mon.	ا کے	I	Mon.	D.	Malt.
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1	7		.81	.80	7	. 3	203	200	3	3.407		7	3	.51	.50
ı	52	3	.61	.60	3	4	. 5 I	.50	0	3 . 407	300	S			
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ı	0.0	5	•49	.40	, ,	6	103	100		5 . 247			6	. 26	.30
Į		6	.41	. 40			207			6.207	. 200				. 25
Ī		7 8	247	240	-	7 8	. 26	2,00		/ 1249	1200		7 8	157	150
1			. 31	. 30		9		:25		8.157	. 150			.79	.75
I		9	. 83	. 80		10	209	200		9.421	. 400	4	9	653	.50
I	L.	10	. 25	. 24	L.		21	. 20	L.	10.127	. 120	L.	10	. 16	. 15
1		11	251	240	6	II	2 11	200	7	11 1277	1200	8	X 1	161	150
1	5	12	. 21	. 20	. "	12	253	.50	•	12 . 107	. 100		12	. 27	-25
ı		13	253	240		13	.13	200		13 1291	1200		13	163	150
ı		14	127	120		14	107	100		14.649	. 600	4.5	14	.82	- 75
I		15	. 17	. 16		15	• 43	. 40		15 87	80		15	:11	. 10
l		16	. 16	. 15		16	. 27	.25	34	16 82	75		16	.83	- 75
ı		17	257	240		17	217	200	1	17 1319	1200		17	167	150
ı		18	. 43	. 40		18	109	100		18.221	. 200		18	. 28	. 25
i		19	259	240		19	219	200		19 1333	1200		19	169	150
ı		20	• 13	. 12		20	. 11	. 10		20 .67			20	. 17	. 15
ı		21	.87	.80		2 1	221	200		21 449	400		2 1	.57	. 50
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١			263	240		23		200		23 1361	1200	=	23	163	150
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١		9	427	400		9	• 43	• 40	- /	9:433	. 400		9	109	100
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1		I I	433	400		11	131	120	-	11 1321			11	III	100
I		12	109	100		12	. 11	. 10	100		. 100		12	. 28	. 25
1	9	13	439	400	10		133	120	II	13 1343	1200	12	13	113	100
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-		17	451	400	4	17	137	120		17 1387	1200		17	117	100
1		18	227	200		18	. 23	. 20		18. 233	. 200		18	. 59	. 50
1	- 15	19	457	400		19	139	120		19 1409			19	119	100
1		20	. 23	.20		20	7	6			60		20	6	5
1		21	463	400	7	21	. 47	. 40			.400		21	121	100
		22	233	200	3	22	.71	.60		22 , 72 1	.600		22	. 61	.50
1		23	469	400	. =	23	143	120		23 1453	1200		23	123	100
		24	.59			24	6	5		2461			24	. 31	
		-				-7									
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Instructions how to find the Interest only, of any Given, or Taken sum.

A touch only upon this Table, and fo I intend to pass unto the Fourth, which treateth of Rebates only.

THEI. EXAMPLE.

Suppose a bought Commodity amounteth to 1000. L. at 7 months time; the same I intend to pay presently, rebating 8. per Centum: What will the payment be in Ready-money.

Take the 65 remainer, being accounted in the Reduction, as L.65 reduce them into shillings

1300.sh.

44 23/9 (8.sh. Then take the 44.remainers, and reduce them into D. 257 by 12.

Jos 941 I) |

_____528.

528 (3.D. Then take the 57.D. remainers, and reduce them by—4 into Farthings.

228.

228 (1737 or 1 1 Farthing 90 the Ready-mony to be paid for the 257 L. 1000. are L. 955.8. sh. 3. 0. 1 2 Farthing. Deduct this fum from the L. 1000. Principal, the Rebatement is L: 44. 11.8. 2, 35, or 21. q. compare this with the Tables of Master William Webster, Litt. D. No. 3. and you may see the agreement. 1

THE 2d EXAMPLE.

I have delivered unto a Creditor a Bond of L. 247.2 ft. 1128 ft. which will be due 10. months hence; the fame I defire to pay him prefently, rebating at 6. per Centum: How much must my present payment be?

THE RULE.

Seek the Interest at 6. per C. in the Table, and the Time 10. months; you shall find the Multiplier to be 20. and the Divisor 21.

OR

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21 12222	1 . 20
XXX	11861311
growth and the state of the sta	1 - 42 The alcolant alle fre

Instructions how to find the Ready-mony only, that we are to Receive, or Pay upon Rebatement, by way of simple Interest.

The difference in the order of working between this Table, and the Table of Principal with Interest joyntly, you may plainly perceive: for in that the gains which ariseth from the months in the first entrance upon the Rule, is annexed to the 100. L. standing by the middle Number in the second Rules entrance, as by many Examples is made plain; in the the Gains that arise from the months, in the first entrance upon the Rule, are joyn'd unto the 100. L that stand by the first Number in the second Rules entrance, as may appear by the two Examples entred before: the truth of this instruction is made manifest by the comparing of the two former, and the ensuing Instances, with the 15. Examples upon the first Table.

THE 3d EXAMPLE.

Suppose I sell a Commodity of 700. E. worth, at 12 months day of payment one month being expired, the Buyer desireth to pay fine the mony presently, rebating 11 per Cent. for the other 11 months unto which proposition (the man being doubtful) I condescend how much is the Principal that I am to receive presently?

Look for the *Price* 11. and there again for it. *Months*; your Multiplier is 1200. and your Divide 1321. Therefore multiply 700. L.by 1200. the Quotient is 840000. Divide that by 1321, and the *Ready-mony* which prefently you

are to receive will appear.

THE RULE.

If 1321. L. diminish to 1200. Lunto what will 700. L. diminish?

1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 -	12-3
840000	Řemainer 1165.L.
	20
1 126	23300 17.11
7475 (635. L.17.775 5.29 D.	1321.
176 7475 (635. L.17.77 1962) D. 84/2020	10090
TO CO A CO	9247
79263	843
86	12
Proof 840000 of the	10116 7.0.
Division.	9247
	809
•	1321

The use of this Table sheweth how to find the Rebatement only of any Principal that is to be Received, or Paid before the expired Time; and is a Proof of the former, as by some Instances shall be made plain.

Intereft 1 201 201 201 201 201 201 201 201 201 2	Mult. 1 1 3 7 1 9 1 1 1 3 7 1 9 1 1 1 3 1 3 1 3 1 3 1 3 1 3 1 3 1 3	1 193 2 . 97 3 . 65 4 . 49 5 1 97 6 . 33 7 199 8 . 25 9 . 26 10 101 11 203 12 . 17	13 · 7 · 5 · 1 17 · 3 19 · 5 · 7 11 23	Mon. 1 2413 2 1213 3 4.613 5 493 6 .413 7 2491 3 13 13 13 15 15 17 3 15 16 16 3 17 26 21 18 .439 19 2647 20 .133 21 .891 22 1 343 2699 24 .113	Mult. 13 13 13 13 13 13 13 143 84 143 13 13 144 143 13 144 143 13 144 143 144 144	Mon. 1 1609 2 . 809 3 1627 4 . 409 5 . 329 6 827 7 1663 8 . 209 9 1681 10 . 169 11 1699 12 . 427 13 17 17 14 863 15 . 347 16 . 109 17 1753 18 . 881 19 1771 20 . 899 21 1899 22 1899 23 1807	Mnlr. 9 9 27 63 .9 81 .9 99 27 117 .63 .81 171 .99 189 207 .27
1 1 2 0 7 2 . 60 7 3 . 40 7 4 . 30 7 5 . 24 7 6 . 20 7 7 1 2 4 9 8 . 15 7 9 . 42 1 10 . 12 7 12 . 10 7 13 1 2 9 1 14 . 64 9 15 8 7 16 8 . 17 13 19 18 . 22 1 19 13 3 3 20 . 67 21 4 4 9 2 2 6 7 7 2 3 136 1 2 4 . 5 7	77	74 1229 5. 989 6. 829 75003 8. 629 91687 10. 509 115119 12. 429 135177 142603 15. 349 16. 329 175293 18. 887 19. 5351 20. 269 21 1803 22 2719 23 5467	29 29 29 29 29 29 32 29 87 19 29 7 [†] 77 77 77 75 11 29 29 33 31 31 46 66 7	1 161 2 .81 3 163 4 .41 5 .33 6 .83 7 167 8 .21 9 169 10 .17 11 171 12 .43 13 173 14 .87 15 .35 16 .11 17 177 18 19 179 20 .9 21 181 22 .91 23 183 24 .23	1 1 3 7 1 9 1 9 1 1 1 1 7 4 1 1 1 1 1 1 1 1 1 1 1 1 1 1	1 4831 2 2431 3 1631 4 1231 5 991 6. 831 7 5017 8. 631 9 1693 10. 511 11 5 141 11 2 431 11 2 431 11 5 203 14 2617 15 351 16 331 17 5327 18 893 19 5 389 20 271 21 1817 22 2741 22 2741 23 5 5 13	31 31 31 31 31 31 217 31 33 341 403 217 .31 527 .93 589 .31 217 713 341 713

The Tables Continuance, how to find the Rebatement only.

The color The			Rebate	ement C	mry.			-
23	1 151 2 .76 3 .51 4 .77 5 .31 6 .26 7 .157 8 .79 9 .53 10 .16 11 .161 12 .27 13 .163 14 .82 15 .11 16 .83 17 .167 18 .83 17 .167 18 .28 19 .169 20 .17	1 Per C. 1 1 1 2 1 3 1 1 1 2 8 4 1 3 1 7 1 8 4 1 7 1 8 4 1 7 1 8 1 9 2 2	1 1611 2 811 3 1633 4 411 5 6 7 167 8 211 9 1699 10 171 11 1721 12 433 13 1743 14 877 15 353 16 111 17 1787 18 899 19 1809 20 0 91 21 1821 21 1821 21 21 21	Mult. 11 11 33 777 11 82 11 121 82 11 121 82 11 123 1	1 2417 2 1217 3 817 4 .617 5 .497 6 .417 7 2519 8 .317 11 2587 11 2587 12 .217 13 2621 14 1319 15 .177 16 .167 17 2689 18 .451 19 2723 20 .137 21 .919	17 17 119 .17 .51 .17 .187 221 119 .17 .17 .289 .51 323 .17	1 . 967 2 . 487 3 . 327 4 . 247 5 . 199 6 . 167 7 . 1009 8 . 127 9 . 341 10 . 103 11 . 037 12 87 13 . 051 14 . 529 15 . 71 16 . 67 17 . 1079 18 . 181 19 1093 20 55 21 . 369 369	
23 469 69 23 143 23 23 1453 253 23 123 23	19 169 20 17 21 57 22 86 23 173 24 .29 11 403 2 203 3 409 4 103 5 .83 6 209 7 421 8 .53 9 427 10 .43 11 433 12 109 13 439 14 221 15 .89 16 .28 17 451 18 227 19 457	2 7 11 23 .4 3 3 9 21 .3 27 .3 33 .9 21 .9 21 .9 21	2091 21.1831 22.921 23.1853 24.233 24.233 24.233 25.66 21.7 12.7 8.16 9.43 10.13 13.11	209 . 111 231 121 253 . 33 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	21. 919 221387 232791 24. 117 1 1211 2 611 3 411 4 311 5 251 6 211 7 1277 8 161 9 433 10 131 11 1321 12 111 13 1343 14 677 15 91 16 86 17 1387 18 233 19 1409 20 71	.51 323 .17 119 187 391 .17 .11 11 11 11 11 11 11 11 11 11 11 11 11	19 1093 20 5 21 369 22 . 557 23 1121 24 . 47 26 5 21 6 53 7 107 8 27 9 109 10 11 11 11 12 28 13 14 57 15 23 16 29 17 117 18 59 19 119 20 6	133 ·7 49 77 161 ·7 1 1 3 1 1 3 7 2 9 1 1 1 3 1 1 1 3 7 7 7 1 1 1 1 1 1 1 1 1 1 1 1 1
	23 469	69	23 143	23	23 1453	253	23 123	23

This Tablebeing a Proof of the forner, I intend to illustrate with one or two Instances, and so to conclude.

THE FIRST EXAMPLE:

What will the Rebate of 1000. L. be at the end of 7. months, Rebated at 8. per Centum?

THE WORK.

See the first Example upon the *Third* Table, and the agreement will appear.

But to find this Multiplication, and Division, or any the like, place the proposition upon the Rule, as often before is shewed, and the work will manifest it self: the difference of working between this, and the Third Table will appear by comparing them together, and by those, and these Instances.

I will keep still the same Proposition.

THE RULE.

$$xz.m.$$
 -8.L. -7.m. $104^{\frac{2}{3}}$ - $4^{\frac{2}{3}}$ - principal. 3 2 2 2 3 14 - 14 4 157 - 7. -1000.

In the first Example of the Third Table, you fought only the Ready-mony of your L. 1000.

To which end your Second Rule there, was entred as thus :

If 105.3 L. Principal, and Abatement be diminished to L. 100. Principal; to what Principal will L. 1000, be diminished? Or what will the Payment be in Ready-mony?

Facit L.955.8. 3. D. 1 & Farthing.

Otherwise is the Question in this fourth Table; here the matter fought for is

REBATEMENT ONLY

Therefore your fecond Rule for to find Rebatements only, must be entred in form, as this:

If 104 ½ L. Principal and Rebatement, yeild 4 ½ L. Rebatement; what Rebatement only will L. 1000. produce?

THE WORK.

92.L.is the Remainer in the first Division, reduce them into shillings

92. L. 11 20 273

1840.sh. 2840 (11. sh. Then take the 113. Remainer, being in the Reduction accounted as shillings, and reduce them by 12. into pence.

are D. 1350 (8.D. Then take the 100. Remainer, being in the Reduction accounted as pence, reduce them by 4. into Farthings.

86

are q. 4%% ($\frac{1}{1}$ or $\frac{1}{2}$ Farthings: so the Rebate is (as before, and in the first Example upon the Third Table)
L.44.11.sh.8.d. $2^{\frac{1}{2}}$ Farthings.

I suppose it to be a needless work, to insist any further upon this matter; therefore (according to order in the Dedication unto the Aspiring Youth) I intend to proceed unto

NUMERATION.

NUMERATION.

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132 44978	hundred thirty two. hundred forty nine hundred	.II I choufage d	Fiftl D.	A r	
132 449785	hundred thirty two. hundred forty nine hundred eighty five.	I N. Spanning Control Contr	Fiftl D.	A r	
132 449785 2	hundred thirty two. hundred forty nine hundred eighty five.	I N. Spanning Control Contr	Fifth,	A r	
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132 449785 26	hundred thirty two. hundred forty nine hundred eighty five.	I N. Spanning of the spanning	Fifth.	A r	
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132 449785 267923	hundred thirty two. hundred forty hundred eighty five. hundred fixty feven twenty three.	choufand thousand	Fifth (), Found.	A .c I rth great thouland	
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132 4497 851 26702 3 18797 5251 009871	hundred thirty two. hundred forcy nine nine hundred eighty five. hundred fixty feven twenty three. hundred fixty three. hundred fixty two. hundred eighty two. hundred hundred hundred hundred hundred	thousand the same the	Find A. Secondard Secondar	A reth great thousand red great thousand	(0
32 4 4 97 8 51 26 7 92 3 187 97 52 52 90 9 8 71 0 5 0	hundred thirty two. hundred forcy high hundred eighty five. hundred fixty feven twenty three. hundred fifty two. hundred eighty five. hundred fixty fixty fixty fixty hundred fixty fixty hundred hundred hund	MI I I I I I I I I I I I I I I I I I I	Fifth Shape of the state of the	A rth great thousand rd great thousand great thousand great thousand	(0
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32 4 4 9 7 8 5 26 7 9 2 3 87 97 52 51 9 9 8 7 6 5 0 2 3	hundred thirty two. hundred forcy nine hundred eighty five. hundred fixty feven twenty three. hundred feventy nine handred fifty two. hundred eighty feven hundred	MI I Stroutage de la constant de la	Fifth Shape of the state of the	A rth great thousand rd great thousand great thousand great thousand	(0

AL ME AL ME AL ME AL ME AL ME AL ME

Ingenuous Reader,

Name for the Augmenting heighth, than First, Second, &c. Great thousand; time, may present a more delectable Nomination: meanwhile, if this may either pleasure you, or stir you up to present unto the Worlds view a plainer Nomination in your Mother-language, it is the thing that I have aimed at.

I am not unacquainted with the Names that many give to the like Numbers as,

201 - 151 | Correspond | Corres

Quadrillion, and the like, to a large Number; but my defire is, to have them named in plain English Nominations: Thus much of

NUMERATION.

Now followeth the other,

Q50,13

PROPO

AGAIN. 旅遊遊遊遊遊遊遊遊遊遊遊遊遊 -360 -2. 16. 8. -PROPOSITION 2.16.8 720 16.fh.is + of a L. 288 8.D.is to of a L. 12 IF one pound weight be worth L. 2. 16.8. p. what will 360. pound weight Fac. L. 1020. be worth? AGAIN. The feveral changes of working are instanced by the ensuing varieties. - 2. 16 3 sh. 360-720-120--- 50 16.-8-360. is L.2.10. fh. (1 240 60 L.1020. A G:AIN. . 9 260 --2. 16 1 sh. -3 Facit L. 1020. 720is L.2.10.fh. 120 120 OTHERWISE. 2) 60 16--8--- 360 L.1020. 3) AGAIN. -2. 16. 8. Facit L. 1020-56 3fh. 20160 AGAIN.) 3) 240 1- 2. 16. 8.-360 2040(ofh. 2 720 16.sh. 8.p. is sof a pound. AGAIN. trillien. 300 2. 16. 8.-Facit L. 1020. 2.x6.8. 12 AGAIN 4) 288 tul; andmuNegal sor 10 360 2.16.8 s, to live them national an lift N minations (52 1111) 99 10) AGAIN.

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	10180		12	
	10180		-	
	10		Facit L. 1020.	
	10			
	fh.—. 1——. 18	16)	AGAIN.	
	3 12	10)	AGAIN.	
	. 12		L. 2. 16. 8. D. are	-680. fb.
	Facit L. 1020.		and 360. D. is ———	
	1 25. 1020.			
				680
11)	AGAIN.			340
•••			Facit.I	1020.
	<u>156. 3</u> 360	-		
3			A C 4 7 3 4	
	1170120	17)	AGAIN.	
	3400	1 3	360.tb.	
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	Facit L. 1020.		216000	
	1 ath E. 1020.		28800	
			24480Ø b.	
12)	AGAIN:		2040(o sh.	
/				
	1-2. 16. 8360		Facit L. 1029.	
	2			
	720	18)	AGAIN.	
	6.fh.8.d is 3 of a pound. 120			
	6.fh.8.d.is of a pound. 120		360. tb.	
	3 sh.4.is \(\frac{1}{2}\) of 6.sh.8.d. 60		680.D.	-7
	Facit L. 1020.		68000	-
			68000	- 17
		11	68000	
13)	AGAIN.		34000	
	260.fb.		.6800	
	3. L.less 3.sh.4.d.		244800 b.	
			2040(o sh.	
	1080	1	Facit L.1020.	
	60.less, for 3.sh.4.d.take	1-		
11 .	- tofa pound.	1	ACATA	
	L. 1020.	19)	AGAIN.	
-			360. 推。	
14)	AGAIN.	1	680. D.	
-47	10 11411.	1	68000	. 1
	360——2. 16. 8. D.	1	68000	
			68000	
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	288 is L. 12.		2448¢¢ b.	
			294069 s. 2040(0 sh.	
	12 720			
	120		Fasit. L. 1020.	

Facit L.1020.

90040

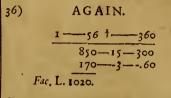
20) AGAIN.

(20) A G A I N:	25) A G A I N.
680.D with 360.tb.	1-563-360
300.tb.	3360
204000	1, L.8.10. 120
40800 - 60.15.	8.10.fh.
2448øø 2040 0sh.	960 60
	fac. L. 1020.
fac.L.102'0.	jut. 1. 1020.
	26) AGAIN.
21) AGAIN.	26) AGAIN. 1——56.8.—360
56 ≩	20-360
300	20360
. 1 = 1 60	10180
16800 -	6 10 108
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2040 of fh.	fac.L.1020.
fac. L. 1020.	27) AGAIN.
	1 56 3 360
22) AGAIN.	3
1-2/2-360	9-17 0-1080 I L.8.10. 8.10.
	1 L.8.10. 8.10.
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Jut. 11.1020.	fac. L. 1020.
AGAIN.	
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3-170-360	125. 1040
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2040/0	1000
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7.1	fac.L.1020.
AGAIN.	29) AGAIN.
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1 360	18 L.18.
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. 8400	6 .
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fac.L. 1020.	fac. L.1020.
	30) AGAIN.

Facit L. 1020.

34) AGAIN.

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$$\frac{1}{568}$$
720
112 60
 $\frac{68 \%}{24 \%} (2^{\frac{1}{6}})$
60
60
Fac.L.1020.



39)

40) AGAIN.

40)	AGAIN.	(45) A G A I N.
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	L.1020.	
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		- 46) AGAIN.
41)	AGAIN.	360-2. 16. 8.
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	7	180 10.fh. is ½
1	3360	120 — 6.8.D.is ½ L.
1.	1 170	fac, L. 1020.
1	36000	Jac. 1. 1020.
1	25200	
1	68200	47) AGAIN.
1	2040 0	36056.S.D.1
	fac.L. 1020	
-		20520-57.sh.less 4.d.
42)	A'C ATNI	2040 0
42)	AGAIN.	
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6		
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10	1 6 12 0	48) AGAIN.
0	Facit L. 1020. L.6.	360——2. 16.8. D.
		The state of the s
43)	AGAIN.	60. 2 ½ L.
H37	.00	420 17
-	1-563-360	fac.L.1020.
9-	the second secon	
1	1 170	49) AGAIN.
-	151	1497
-	330	360-2. 16. 8.
	a r P makes	360 + 2 & L. is 3. L. less &
1	340	360+
	10 - <u>.c3</u>	360+
	fac.L.1020.	L.1080
		60-
(44)	AGAIN.	fac. L.1020.
1	z-56.8360 -	- Ch.
	680	100
15/11	ró.sh.is <u>1</u> L.340	50) AGAIN
	fac.L.1020;	7.7,004.00

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360—2—16—8
100—200—1600—800
100—200—1600—800
100—200—1600—800
40—80—640—320
20—40—320—160

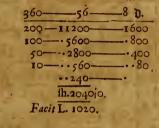
L.730—576 | 0—288 c. D.

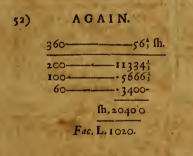
L.288
12.L.

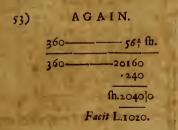
L. 12

Facit L.1020.

360—56—8 D.
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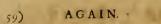
54)	AGAIN.
	56;360
	12
	680120
	340
Facit	L.1020.
55)	AGAIN.
	360563
	3 1080 170
	1/3
	100-153000
	900——153000 100——17000 •80——13600
	- 18360/c fh.
	- 9180. L.
	9160° E.
	Facit L. 1020.
56)	AGAIN:
	56; 360
	20-360
1 - 5	20————360 - 10————180
	118
-	· I 2
	Facit. L. 1020;
57)	AGAIN.
7.1	76
	303350
	56,
	$6\frac{2}{5}$ 120
	Facit L. 1020.
c8)	AGAIN

50. (h. is $2^{\frac{1}{2}}$ L. — 900 6. (h. is $\frac{1}{12}$ L. — 108

2. sh. is ½ L. -- · 12

Facit L. 1020.

59) AGAIN.



2. 163-	360
5 0.sh.	
L. 2.10.sh.	900
	L. 300 L. 720
100.0	fac. L. 1020.

60) AGAIN.



Facit L. 1020.

61) AGAIN.

2.	16.8.—360
L. 25	720
-	3.is ½ of 6.L. 180 2.is ⅓ of 6.L. 120
	fac. L. 1020.

62) AGAIN.

2. 16. 8.	360
XX	5
Ø.S	_4
240 700	3
720 10.sh.is ½ L.120	
6.sh.8.D.is 1 L.120.	

fac. L. 1020.

63) AGAIN.

64) AGAIN.

65) A G A I N.

66). AGAIN.

			360
L.25	360	1800	Or 200
			720
		fac Y	T020

67) AGAIN.

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	61200	360
3-		I
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fac.L.1020.

68) **AGAIN.**

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Faci	t I. 1020.

69) AGAIN.

69) A O A I N.	74) A G A 1
56; 360 18.L: 566; 10 283; 55 113; 72 56; 12 L.1020.	tb fh i——56 [±] 3— Facit
70) A G A I N. 567-360 170 x8.L. 6.L. 1020.	75) AGAI
71) A G A I N. 562 360 18.L. 5662 8 10 4533 8 Facil L.1020:	Facit. 76) A G A I th
72) AGAIN. th L fh d th 1—2—16—8—360 360 360 360 720 288 112 Facit L.1020.	77) A G A I th fh th 1—563—18 126
73) AGAIN. L fh d tb 3.—lefs—3—4—with 3606 18. L. lefs—L. 1.—.— 5 360. L. lefs—L. 5.—.— 4 1080. L. lefs.— L. 60.—.— 3 60. L. lefs. 1020. L.	78) A G A I th fh d 1 — 56 — 8- P p 2

i Ñ. 15 -360 -365 -18000 -2160 240 2040|0 L.1020. N: -360 2880 20160 120 120 fh.20400 L. 1020. IN. 563 sh. N. 020. N. tt -360 56.8. L. 1008 L. 12 79) AGAIN.

Proposition in MULTIPLICATION, desiring in the same your gentle Acceptation; which granting, you oblige me with future endeavours, to

0.51 0-1 . 1

AC IN.

Remain Yours . John Da fa Dnho John Da f f fa Dnho hn Da f, fo f fa Dn h n Daffor of fa Dn DaffornroffaD a fforn Enroffa Da f for nroffaD n Da f for of fa Dn h n Da f f o f f a Dn h o h n Da f f f a Dn h o J o h n Da f a Dn h o J

THE

1.2 SIRTADA

MONTH-BOOK A SO E Color of for is Recons

Monthly Survey

DEBTS and EXCHANGES

That are to be RECEIVED, or PAID; as likewise their Days when each Sum is due, Anno 1633.

AMSTERDAM.

NOTA,

The Reason why this Nomination of the place is here Entered in Amsterdam, is, because the Waste-Books (out of which this Month-Book is taken) were by Me compiled in Amfterdam; Again, their Progress rims above 16. Months, whereas the Waste-Book Compiled in London is but of 7. Months time, as is related in the Preface following.

at deput of Aura is a South of the Control of the C



COURTEOUS READER,



N the fourth place of the Dialogue, fol. 4. and 5. I made mention of several Books requisite for Merchants: amongst the same, I omitted to speak of this Month-Book, (whose proper place was not to be entred there, but more properly at the End of the second Waste-books Leager, before the Factor-book) which for its Requisiteness is no way less useful than any of the other

there mentioned Books.

In this Book a Merchant entreth upon the Left-hand, or Debitor-side, under each Months name, the Time, and People that one unto him, whether it be for Wares sold, or for Accepted Exchanges: and in the Line he expressed the Day, and Month where such a Sum, or Sums are to be found in

the Waste-book, to shew presently the Original of the Debt.

But if it be a Sum that is to be paid us at 3. and 3. months time, enter each part under the Day of the Month when it is due, and the time where to find it in the Waste-book, as is instanced the 25. of April, 1634. in the parcel of David Darling; and when the Sum is paid to you, or Assigns, then make a + Cross in the Margin, before the Day of the Month, which signifieth that you are paid; and those Sums that remain un-cross, shew that they are as yet un-paid, as by the Instances of this Book may appear.

EXAMPLE.

The second of May, 1634. David Darling is not crost, because be hath not paid, as may appear by the Leagers Conclusion in his account: two other Sums are not Crossed, the 15 and 30.0f July, because they are not due; Reason, for our Waste-book endeth the 7.0f May, and those two Sums are not due until in July; therefore they could not be Crost: upon the like occasion standeth the parcel un-crost, in date the 30.0f October.

But if any Sum be due in May, and the Payer payeth only part in this Month, and promiseth the Residue in June, then Cross the Sum in May, and enter the remainer in June upon the promised day; or if there be no appointed day, but that the Payer saith to pay the residue in the next Month, then en-

ter a day when you find it fitting to call for that Remainer.

Having thus at large spoken of the Debitor-side, the same being well apprehended, the less may serve for explication of the Creditor-side: upon which

To the Courteous Reader.

which side we are to enter under each Months name, the Time, and People that are to have of us; whether for Wares bought, or for Exchanges by us accepted: and when we have paid them, then we cross them; and

what we have not paid remaineth un-crost.

Here you have in brief a touch of this Books Requisiteness: for this Book being truly, and duly entred, sheweth a Merchant instantly what monies are to be Received, and Paid in each Month, and upon what Days expired: by which means be plainly discerneth with what Debitors be can pay his Debt-demanders every day in each Month; but the actual use thereof will best approve it self in the Monthly exercise.

This Book may be in Folio, and again in the same, but one Month at most (although this being only a Proof-Book, I enter many) upon each Leaf. Some Merchants allot unto January 2. or 3. leaves, and so of all other, keeping still the same Month upon occasion, as the Occurrences shall proffer; for the alteration or change of the year being written in the Margine, sheweth the Time

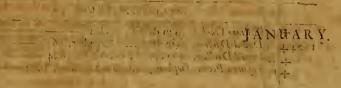
and Year that you are in, although your Book ferve for many Years.

Again, the years may be distinguished from each other with a line, stretching from the Month-line to the Mony-line, as in the Month of January is instanced; and so I pass forward to some few Instances, gathered from the last two Waste-books, compiled in Amsterdam; because the Waste-book compiled in London is but of a short extent in respect of the time: for that beginneth in January, 1633. English stile, and endeth the 20.05 July, 1634. the same stile, which are only 7. Months progress in the Art: but the other two Waste-books are of above 16. Months continuance; and therefore have more examples to garnish the Book withal.

Thus much for Instruction; followeth some Instances of the Months in

the free was but I will

Order: and first of the Passages in



Anno 1633. in Amsterdam.	Suil Ai
JANUARY.	
+ 19 Daniel Beefe, as in date 1. present + 30 Gerard Frind, as in date 12. present	1017-3-
634+ 3 Susanna Peeters Orphans, as in date 15. November, 1633.	_ 1083
CHARLES TO SECURE	
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All the base of th	
CONTRACT CONTRACT	
(7) This to be a BWY care and A	
Anno 1633. FEBRUARY.	
+ 28 Susanna Peeters Orphans, as in date 5. January————————————————————————————————————	_ 60
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the second of the second	
10000	
Anno 1633. M A R C H.	- -
+ William Ducket, as in date 12, present	3067
624.1 2 David Darling, as in date 22. December, 1622.	-7590
1 20 David Darling, as in date 25. February, 1634.————————————————————————————————————	- 1093 13 - - 4580
3 4 5 2 5 5	
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The second secon	

	Anno 1633. in Amsterdam.	Suil Ci
	JANUART.	
+26 Ger +30 Dan	ard Frind, as in date 1. present	465 10.8
	•	
	Anno 1633. FEBRUARY.	
+27 Jac	ob Honger, as in date 5. January.————————————————————————————————————	50
	Anno 1633. M A R C H.	
+ 30 Fac	ob Honger, as in date 13. present.	309916
	Qq	,

1		Anno 1634. in Amsterdam.	Juil sti
		' APRIL.	
			360
1	21	Alexander Ham, as in date 5. January. William Ducket, as in date 21. January.	2000
1634.+	ī	Alexander Ham, as in date 3. March, 1633.	360
		. 0	
	-	4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4	_
	<u> </u> _	Anno 1634. M A Y.	
	2	David Darling, as in date 22. December, 1633.	- 1000
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		•	
		Anno 1633. J U N E.	
	-12	Daniel Beefe, as in date 13. March.	- 6030
1	27	Jaques Jolyt, as in date present.	- 330
			3 0 0
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Anno 1633. in Amsterdam.	Suil Ai
APŘIL.	
+ .5 Gerard Frind, as in date 15. January.	
Lnic , 1	
Anno 1634. MAY.	
,	
	-
Anno 1633. 7 U NE.	
+ 14 Susanna Peeters Orphans, as in date 13. March.	608
7 Leonard Spreeme, as in date present.	- 66 8 -
5 H ==	
- Qq2	

Anno 1633. in Amsterdam.	Suil'sti
JULY.	
+ O Governd Friend as in date & April	618
1634 Sonaventure Dafforne, as in date 5. April, 1634.	1920
·	
Anno 1633. AUGUST.	
	3752 2
123 Susanna Peeters Orphans, as in date 12. present.————————————————————————————————————	1860
9 1 5	
Anno 1633. SEPTEMBER.	
- H 28 Leonard Spreeme, as in date 27. August.	500-
- 100	
100	-

-	Anno 1633. in Amsterd	9 1112	-	1
	JυLr.			1
+ 6 Alex	ander Ham, as in date 5. April.	a	-1930	
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	Anno 1633. AUGUST	-		-
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30 David Darling, 3	s in date 25. Apr	ril, 1634.———	10080
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An	no 1633. NOV	E M B E R.	
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-	D.D.C.1	7.40 110	
- -	10 1633. DECE		
🕇 17 Sujanna Peters O	rppans, as in date	e 10. October.	7131.
			1

Anno 1633. in Amsterdam.	Suil (Ti
OCTOBER.	
+ 14 Christopher Prume, as in date 31. May	_2214
10	
•	
Anno 1633. NOVE MBER.	
•	
Anno 1633. DECEMBER.	



AN

INTRODUCTION

TO

Merchants-Accompts:

CONTAINING

Seven distinct QUESTIONS or ACCOMPTS.

- 1. An easie Question to enter Beginners, with Instructions to Post; stated two several ways, upon several suppositions.
- 2. A Question of a Merchant, adventuring a Stock or Cargazoon, with the Purser or Sopracargo of a Ship, who sells the Adventure, and furnisheth Returns; stated two several ways.
- 3. A Question of Factorage, or Goods received by Confignation, and Returns Shipt off, with an Analysis thereto belonging.
- 4. A Question of a Ships Fraightment, with Instructions to keep Ship Accompts.
- 5. A Question of Double Exchanges.
- 6. An easie Partable Accompt between three Dyers.
- 7. A Controversal Partable Accompt between three Turkey Merchants.

By JOHN COLLINS, Fellow of the Royal Society.

Printed by William Godbid, for Robert Horne, at the South Entrance of the Royal-Exchange, M. DC. LXXV.

INTRODUCTION

Merchanis-Accompts:

AND CORRECTIONS IN ACCORDANGED

والمراجعة والمراجعة والمحررة والمحروط والمراجعة

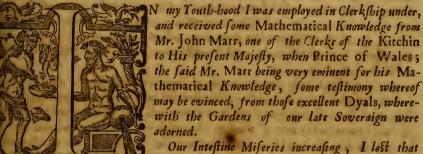
STATE OF STREET PARTY OF STREET

Color Color Color Color Color

LANCE OF THE PROPERTY OF THE P

To the READER.

COURTEOUS READER,



Our Intestine Miseries increasing, I lost that Imployment, and went Seven Years to Sea, most

rt of it in an English Merchant-man, become a Man of Warr in the Venetian Serice against the Turks, in which having leifure, I applyed part of my Studies to lathematicks, and Merchants-Accompts, and upon my return, fell to the Practice ereof, and afterwards profest Writing, Merchants-Accompts, and some ares of the Mathematicks; and having drawn up some Books of Accompts, and vers loofe Questions, for the Instruction of my Scholars, in the Year 1652. I comitted them to the Press, under the name of An Introduction to Merchantsccompts, they were again re-printed in the Year 166; without Alteration, and in 666. the Fire consumed the greatest part of the Impression: The Stationer bath nce often urged me to alter and enlarge the same for another Edition, presuming that that have been much and lately concerned in great and publick Accompts, might lter the same to good advantage, and perchance, others may be of the same mind; ut I concurr not, finding that my said long experience, bath not at all advanced my nowledge in good Methods of Accompts, though I confess I understand the nature nd Intrigues of bad one's much better than I did. Whereupon I have confented, nd advised the Stationer to re-print the same, with the Addition of two more ccompts than were formerly extant, and was the more willing to do it at this time, or two Reasons: The first is,

1. That I might have an opportunity of returning my most humble and hearty [banks] (which I hereby do) to the Right Honourable ANTHONY Earl of haftsbury, Lord Prefident of His Majesties Council for Trade, and Plantations; who upon the Information of the most worthy Sir Robert Mustay deceased, that accomptants might be presumed to understand the general assairs of Trade, and what were the causes, and what might be the remedies of the decay thereof, and

B

in Particular, that my self had drawn up some Papers and Proposals about the san which were presented to his Lordship; they were not only kindly received, but I Lordships favour promised, and his endeavour used to promote me to a Clerkship His Majesties former Council of Trade, which at the Motion of Sir Robert Murra had its event in His Majesties late Council of Plantations, and wherein his Lorships approbation was not wanting.

Moreover, during his Lordships High Chancellosship, his Lordship we pleased to nominate me in divers. References concerning Suits depending in Chaccty, about intricate Accompts, to assist in the Stating thereof; which hash no been without some Emolument to my self, and to the shortning of the Charge of the parties concerned. And here I must not omit to mention (to his Lordships are renown) that it sell to my Province, to transcribe a Schedule of about 80 Shee of Paper, intended, and I believe principally (if not wholly) composed, by Lordship, for the regulation of Chancery affairs, the speedy dispatch and Abridgment of the charge of Suits there depending; all which to pretermit, were to we the badge of Ingratitude, and to weyl the well known worth of the said most sagacionand Honourable Peer.

2. That I might take the opportunity of acquainting those who are, cr may concerned, That I spend part of my time in Stating Merchants-Accompts, Shi Accompts, or any Controversal Intricate Accompts, and in computing of Interest the Valuation or forbearance of Leases, Mortgages, and Annuities; and am to heard of at Mr. Robert Horn's the Stationer, at the entrance on the Royal E

change, for whom this Book was Printed.

And now as to the ensuing Work, I have this to say, That when I first Comfedit, I observed a want of such Questions, that might not tire out the patien of the Reader or Student, there being none but Journals and Leidgers of oth Authors in Print, seeming to some like a Labyrinth of a more than sufficient lengt and the which, when traced thorough, might possibly leave the Reader unskilful these shorter Questions; some whereof have had their rise from real Assairs, which have happened much of the same kind. And now if the Reader be still unexperienced, and desirons to reap some benefit thereby, let me advise him to write out to Journals of some of these Accompts, omitting the Relative Numbers in the Magin, of the which see Section the sewenth following, and are not to be made till to Parcel is entirely Posted, which that he may be enabled to do, he may use the ensuin Directions; but if this be thought too laborious, he may prick and examin over the said Questions, the Accompt it self gives Instruction for Ballancing, the Ballanc of each Accompt heing entred out of the Leidger at the end of the Journe parcels.

Divers Accomptants have made the business of Simple and Compound Intere and Annuities, the subject of their Discourses: And I think it not improper to the Reader, that in 1664. I published a Paper, consisting of a quarter of a Sheet and fitted for a Letter-case, Intituled, The Doctrin of Decimal Arithmetick Simple Interest, &c. as also of Compound Interest and Annuities, general performed, for any time of Payment or Rate of Interest, by help of any particular

Table of the farbearance of one pound Principal.

The which having been censured by some that understood it not, I think it no amiss, a little better to inform them, That the Table therein used, is a Table to

To the READER.

ompound Interest, at 6 per Centum per Annum, for some Dayes, as well as it is usual) for some Years, the which to the Said, or any other Ratio, may be ifed by several Methods, without any Extractions of Roots, or aid of Logathms, yea any Logarithm in the Canon may be easily computed thereby, and the werfe; also any Number of mean Proportionals found between two Extreams



The which Table and Precepts, removing the necessity of using a large Table of parithms, or of those multitudes of Tables, fitted for the several kinds of innuity Problems, at several Rates of Interest, and several terms of Payment, ving been of constant and singular use to my self, and believing it will be of no is to others, I intend, (God Willing) to reprint, to be fitted as before, to be a ide-mecum in a Letter-case, though with a larger Table, (which will remove ne Operations hitherto necessary, to supply the want thereof) and besides an Excation thereof apart, illustrated with variety of Examples: And hope also. eafter to have some time to alter, amend, and re-print other Treatises of my own, my Book of Quadrants and Dyalling, but most especially my Treatise of vigation, Intituled, The Mariners Plain Scale new plained; the rather, regard His present Majesty, to His Immortal Praise, hath been pleased to settle a untainance for 40 Hospital Boys, and for a Learned Lecturer to teach thom Naration; on the Advancement whereof, the Splendor of the Government and the de and safety of this Nation doth so much depend, that any that love their ntry cannot but be zealous for, as particularly is

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THE RESERVE OF THE PARTY.



Thy Friend and Well-wisher,

70HN COLLINS.

DIRECTIONS

TO

Post or Transport the JOURNAL into the LEIDGER

I. For the words of expression.

Here you have many Debitors and one Creditor proceed in order as to come, but where you have one Debitor and many Creditors, it is best (in opinion) to Post all the Creditors first, and the Debitor last, in regard by to means, the figures of reference are first entred in the Journal.

2. Immediately after the word To, which is always used on the Debitor side, must foll the name of that Account that is discharged; the word By, is always used on the Credi

side, and after it follows the name of the Account that is charged.

3. All Accounts of Wares, Voyages, Commodities, ought to be Posted at largein the particulars, with a Column ruled in the middle therein, to express the Numb Weight, or Measure of the Commodity, by help whereof the number and quality of

Goods unfold, may be known.

4. Upon the Account of Wares, it is best to express the Weight and Price, and on Buyer or Sellers Account the time and manner of payment, if room permit: And h Note, That it is unusual to use above one line in a parcel in the Leidger; and now that Wares or Commodities are Posted at large, yet there is no such necessity, that other a counts be the like.

. H. For the manner.

or if the Account be not yet entred, frame an Account stands in the Leidger, you are to chan or if the Account be not yet entred, frame an Account in a spare room, entring the Title a fair Italian hand, and in the Kalender, the Folio where that Account stands; then in a outwardmost verge enter the Year, and in the first ruled space, the Page of the Jour where that parcel stands, in the next the Month, afterwards the day, then the words of a parcel, and in the next ruled Column the Page of the Leidger where that parcel stands C ditor, or if many Creditors, before the Column figures expressing where those Accounts and finally the sum so charged, thus is the Debitor parcel entred; the like in seve Accounts for many Debitors, when you have but one Creditor.

6. Turn to the Folio in the Leidger, where that parcel is to be discharged or made Credit and there entring as before the Year, Page of the Journal, Month, Day, Words of the parc Page or Pages of the Leidger where entred Debitor, and finally the sum, thus is the Credit parcel entirely entred, the like for many Creditor parcels in several Accounts, when y

have but one Debitor.

-7. Lastly, in the Journal draw a line between the terms Cr. above the said Line entert Page of the Leidger, where that or those parcels stand charged or made Debitor, and und the Line, the Page or Pages where the said parcel or parcels are discharged or made Credite Observing by the way that every parcel is charged and discharged for the same sum, eith in gross, or at length.

Journal Parcels:

-			
	For the better explanation whereof, suppose I were so Post these parcels.		
	The 2 ^d January, (1651.) Sterling	i,	s. d.
D	John speed for the Sum of jc1 and is for so much owing l. s. d. by him due the Seventh of April following, as per his		
D	Obligation 100 00 00 Thomas Jenkins owing by him due the Seventh of June	13	
D		- 6	
$-\frac{D}{C}$	William Law owing by him due the Seventh July 110 00 00		00 00
	300100,00	300	
	I amount of the same of the sa	1010	
	232		
	Again suppose the seventh day following, you have compounded to rebate at 8 per Centum simple interest, being to receive the Money present, and are to Post the Parcels of Rebate, which suppose to stand		
	on the other side in the fourth Page of the Journal, and then finding by the Alphabet or Kalender, that these Leidger Accounts stand in such Folio's as are here expressed, viz. in Folio 4, 6, 7, 9, 5. these Mens Accounts must be Posted as is here shewed; but in the Account		
	of Stock, the Debitor, or Creditor Parcel, or both, may be Posted brief or long, as you best approve.	1 14	- ^
-	The state of the s		1
	AT .		
(·)	The 7th January, (1651.) Stock for the Sum of viija xvje jxd and is for several sums allowed		1 0
- C	- the Creditors following in Rebate, the rest payable, Contanti.	1.0	
C	payable at demand 1 19 02		
C	Thomas Brooker, for four Months rebate of xL1 I 00 09		
C	r William Law for fix Months rebate of jCx^1 . 4 04 07 8 16 09	08	16 09
	113		
	III In the second of the	-	
1	The second second		
	The same of the sa	1	
	107		

Leidger to the Journal Parcels.

-			-				
Years of the Lord,	Pag. of the Journal.	Months of the Year.	Dayes of the Mozin.	This form of ruling a Leidger I esteem the best, because the same points direct for Ruling both sides, and you may begin at which end you please of a Book so Ruled; but because this form takes up much room, and the Columns relating to this Page of the Journal, are thought superstuous (especially in these small Accounts) and the day of the Month expresses in the Leidger is a sufficient Directory to find the Page of the Journal, therefore in such cases, the form of ruling sufed in the second, third, and fourth Questions, is very approveable.	o. of the Leidger wh		
Fol. (4 1651.) of 3	the Leidge. January		John Speed Debitor. To Stock owing by him due the 7th April ————————————————————————————————————	5	1.	g. 1
(6) 1651.	3	January	2	Thomas Jenkins To Stock owing by him due the 7 th of June following — + .	5	50	00 00
(7) 1651.	3	January	2	Thomas Brooker Dr. To Stock owing by him due the 7 th May next	5	40	00 01
(9) 1651.	3	January	2	William Law Dr. To Stock owing by him due the 7th of July next	5	110	00 ot
(5) 1651.	4	January		Stock (posted brief) Dr. To John Speed, &c. allowed on rebate, as in Cr. Fol. 4, 6, 7,9,-		08 1	6 09
(5) 1651.	4	January Ditto		To Thomas Jenkins for 5 Months rebate of L1. To Thomas Brooker for 4 Months rebate of xL1	7 9	01 1	9 02 2 03 0 09 4 07

Leidger of the Journal Parcels.

	-		-				
Year.	Pag. Journal.	Months.	Dayes.		Pag. of the Leidger where Debitor.		(4)
151.	4	January	7	Per contra John Speed Creditor By Stock for Three Months rebate of jC1	5	i,	g. d.
ı.	4	Fanuary	7	Thomas Jenkins per contra Cr. By Stock for Five Months rebate of L ¹	5	1	(6) 12 03
ı.	4	January	7	Thomas Brooker Cr. By Stock for Four Months rebate of xL1	5	· I	(7) 00 09
ı.	4	January .	7	Per contra Cr. By Stock for Six Months rebate of jCx^1	5	4	(9) C4 O7
) I. (,	3	January	2	Stock per contra Cr. By John Speed, &c. owing as in their Accounts in Dr. Fol. 4, 6, 7,	9	300	(5)
-6 I.	3 -	January Ditto	2 _	Stock at large Cr. By John Speed owing by him due the 7th April By Thomas Jenkins owing by him due the 7th June —— By Thomas Brooker owing by him due the 7th May —— By William Law owing by him due the 7th July ———	4679	50 40	(5) 00 00 00 00 00 00 00 00
1	1		1			8	1 1

		П			1.	1	g,
	A Wast Question to enter Beginners.						
	21 Wage Outstoon to contra Dogument						
	The first Question following is otherwise stated in the second	Que	ftic	п		1.	
	of this Introduction, where it is supposed that Joseph Berkenhea	da	Me	r-			
	chants Apprentice, taketh up and selleth part of these Goods, by	his	M	a-			
	fters order, who in the mean while is absent in the Country, at who	ofer	etui	n			
	he delivereth in the Account there stated, being there done withou	t To	urn	al			
	parcells, or an Account of Cash.					1	
	The QUESTION.						
	I all I wind for his min descent out of the Chip Tone	is fe	ver	al		н	
	Goods, namely, 92 Butts of Province Oyl, 16 Searns of	ice	Soa	0,			
	and 5 Hogsheads of Capers, which come consigned to him from	is F	acto	75		٩,	
	abroad.	88					
rch	The twenty eighth of March, (1652.)						
8	Inprimis, he taketh up of James Wells Salter the fum of jc1 imp	rest	in	2			
0	part or in hand of eight Tun of Oyl more or less bargained for, a	nd f	old	O	10	0	00
	the faid James wells, the Money being to clear the Custom and Cha	rges	of	0	,,	-	00
60	the faid Oyls and other Goods	-		1			
	Ditto.	1. 3				1	
	Item, he disburseth in Custom and Charges of Goods, the sur	n of	30	j'	90.		
	ix iiiid as follows.						
	92 Butts of Oyl whereof two confumed in Leakage and Fillage	ge i	n t	he		- 1	
	Ships Hould, and o pass Custom-free for the allowance of Leak	age	, ai	10			
•	s per Centum, the rest being 81 contented by weight of part allo	WII	ng i	181	88	ш	
	per Centum tare, and 711 to a Gallon containing 431 Tun rated at	2, 5	LIL	111		м	
N	at 5 per Centum of Ditto value is	69	04	00			
	More disbursed in Lighterage, Cranage, Carmen, Porters,?	w/w	170	0			
	Wharf, and Cooperage, as per particulars ————————————————————————————————————						
	16 Searns of Venice Soap weighing at the Custom-house (tare)						
	of 9 double Searns at 281 a Searn, of the fingle at 141 a Searn,	1	08	0			
	and the allowance of 5 per Centum abated) 36C neat rated at 3°C			k			
	per Centum	7. 1			. 4		
	More paid Charges, Cranage, Lighterage, Porters, &c	2	05	24			
	5 Hogsheads of Capers, weighing gross 19C 3qrs 141 abating)	100			-		
	of the whole weight for tare, and the allowance of 5 per	OI	170	00			
	Centum rests neat 13C 19 is suttle 14841 rated at 6d a pound	w					
	at 5 per Centum of Ditto value is	24			•		
	More disbursed in Charges, Cooperage, &c.		18	-			
		91	09	24	5	10	O
		_	_	-		ш	ł
	Dittathe Truenty ninth	22			œ		
	Ditto the Twenty ninth. By Bills of Lading, as likewife per a note received from the?						
29	Purfer of the said Ship, the said Goods are to pay Freight Oyls	184	00.0	00			
	46 Tun at 41 a Tun	riy.	ы				
13	5 Hogsheads of Capers making 1 Tunn at ditto rate is—	- 1	00,0	0			
	16 Searns of Soap containing two Tun at 51 per Tun		00				
					7.	98	0
	Country of the same of the sam	198	100,0	20			
	The Thirtieth Ditto.		3	-			
30	Sold James Salter 16 Butts of Oyl all filled up containing as pe	G	age	. 2			
	8 Tun 123 Gallons at 236 Gallons a Tun fold him at xxxvl a Tun,	vile	reot	5	2	98	_
	he hath cleared the Excise, and produceth ijc acviij1 the odd Mo	ney	mil	6	2	0	0
	jxd being abated	:	***	1			
	Whereof he payeth jC^1 in hand, and $xCviij^1$ more by affignate of the Freight	ion	to t	ne			
	Captain of the Ship Jonas in part of his Freight.						

Wast-book of an Introductory Question.

	The state of the s			-	
	April the third, 1652.	1		5.	D.
April 3	Sold to James Bliffet for ready Money two Candy Barrels of Oyl containing 34 Gallons, drawn out of a deficient Butt, at ij. x. per Barrel More fold him for ready Money 7 fingle Searns of Venetian	. 40			The same of the sa
	white Soap, weight gross 17 C. 2915. 24. tare, 121. per Searn, 40 1403 rests neat, 16C. 3915. 241. at ij1. viij5. per Centum		45	14	03
	1197		•		
5	Sold to James Blisset 9 double Searns of Venetia white Soap weighing as followeth. C. qrs. 1. C. qrs. 1.				
	$ \begin{array}{cccccccccccccccccccccccccccccccccccc$				
	4 - 2 - 2 - 20 brought hither $16 - 00 - 055 - 2 - 2 - 226 - 2 - 2 - 2001 - 03 - 20$ Abated for tare at				
-	the C. weight, abating the odd 5 ^d . refts Lv^1 . $iiij^s$. Whereof he payeth v^1 . iv^s . in hand, the reft to ft and our 3 Months.		55	04	00
11	Sold to John Speed and Partners 50 Butts of Oyl q as per Gage 6300 Gallons all filled up, and makes 26 Tun, 164 Gallons at xxxvij. a Tun is			,	
1	inc. Laxavij', xiiij's iijd, whereof they pay Laxavij', xiiij's iijd, in hand, the reft payable at 3 and 3 Months, as per two Bills, or joynt Obligations under their hands, the one for iiijc. L', payable the eleventh of July, the other for				
)	as much payable the eleventh of October following, or upon discount at simple Interest of 8 per Centum to pay at demand, Broker of this bargain Elias Baker	, , ,	87	14	03
I 2	Ditto the twelfth. Paid Gauging of 90 Butts of Oyl (at 6d, a Butt) with Cooperage,				Country of the Countr
0	Cellerage, Leaking pans and Brokerage of 50 Butts fold, John Speed, and partners at i the pound value as per particulars too large here to infert xxvv. viijs.		25	08	00
,				-	
20	The twentieth Ditto. Sold to James Bliffet Merchant and Salter of London 20 Butts of Oyl of as per Gage 10 Tun 150 Gallons with 4 empty Butts confumed in the Cellar in Leakage and Fillage, only a small remnant in one of them allowed him for Fillage, (all into the bargain) sold him at xxxviij. a Tun, produceth, abating iijs. ijd. odd Money iiijc. iiij.	4	.04	00	00
	Wherefore he payeth <i>iiij</i> ¹ in hand, the rest payable as per two Obligations, the one for <i>ijC</i> ¹ due the 20 June next, the other for as much due the 6 September following, or upon discount at 8 per Centum simple Interest, to pay at demand.				
	Arm the account upon this supposition, that the accounts of the costs of these Goods abroad are not as yet come home.				
	C		***	Marketine Co., N. B.	

Journal of the Introductory Question.

-	1	1			
		The Journal.	I.	g.	1
		Fournal parcels to the former wast-Question.			
1	Di	The xxviijth March, (1652.) Cash or Money – 7 for the sum of jc1. and is for so much received of 7			1
	Cı	James wells Salter 3 him imprest or in hand, in part of a bargain of Ovl >	100	00	0.
		fold him, and the rate agreed for, and is			K
	-	Ditto.			ı
1	Di	in Custom and Charges, namely.			ı
		Paid cultom of 90 Butts of Ovl containing call 1.11 1 1 2 1 3			
		Tuns, all allowances abated at j ¹ . xij ⁵ . per Tun, is – 69 0400 More disbursed in Lighterage, Cranage, Carmen,			
		Porters, Wharf and Cooperage, as per particulars — 11 1700			
		0 10 18 00 00 81 01 00			
I	Dr	Venice Soap for the fum of will visit with and a co			
		The search and Charges of 16 Searns - 13 04			
2	Dr	Capers for the fum of ij1. xvs. and is for so much paid out in custom and charges of 5 hogs-heads as per west back.			
I	Cr	Cash for the particulars asid and as see wast-book -			
		91 09 04	91	09	O2
,		The xxixth Ditto.			
I	Dr	Provence Oyls for the fum of jC. Lxxxiiij!. and is for Freight of 46 Tun as per Bill of Lading, at iiij!. a Tun			
	Dr	8, y I dil			
2		Capers for iiij. and is for Freight of 5 h' h' laden for a } 04 00 00			
1	Dr	Venice Soap for the fum of al. and is for Freight of 16 7			
		Searns laden home for 2 Tun at v1. per Tun 10 00 00			
2	Cr				
		Ship Jonas (or owners of Ditto Ship) for the fum of jc. 2 198 00 00	198	00	00
	D.	The xxxth of March.			
I	Cr	James Wells of ijc. xcviij. and is for 16 Butts contain- Provence Oyls ing as per Gage 8 Tun, 123 Gallons, at 236 Gallons			
		a Tun fold him at xxxv1, a Tun be baying alam 1 1 236 Gallons	298	00	00
		produceth iiijs, ixd, more which is abated————————————————————————————————————			
		Ditto.			
I	Dr	Cash for the sum of jC! and is for so much received from loo oo oo			
2	Dr	Jam, wells in part of 16 Butts of Oyl thick day fold him—			
	_	Ship Jonas for the fum of xCvij ¹ . and is for so much paid the Captain of the said Ship in part of his Freight by James wells Salter per affignation ————————————————————————————————————			1
1	Cr	by James wells Salter per affignation ————————————————————————————————————			
			198	2010	
		Oyl fold him as above	-50		
	1				1

Journal of the Introductory Question.

	-	A STATE OF THE PARTY OF THE PAR		-	and the same
I	Dr	April the third, 1652. Cash for the sum of xlv^1 . $xiiij^3$. iij^4 . and is for so much received of	1.	8:	D.
1	Cr	James Bliffet for goods fold him, as follows. Provence Oyls for v ¹ . and is for 2 Candy Barrels drawn out \ 05 00 00 00 00 00 00 00 00 00 00 00 00			
1	Cr	Venice Soap for the fum of xlv1. xiv5. ijd. and is for 7 fingle 2 Searns fold him weight groß † 7 C. 2q55. 241. tare 121 per 2 40 14 03			
	,	Searn, rests neat 16C. 3q. 241. at ij1. vitjs. per Ct	45	14	03
2		The fifth Ditto. Fames Bliffet 2 for the fum of Lv1. ivs. and is for 9 double Searns fold him			
I	Cr	Venice Soap S weighing neat as per Wast-Book 22C. 09rs. 101. at ij1. xs. per Centum, abating vd. rests as above	55	04	00
<u>I</u>		Cash — 7 for the sum of v.l. ivs. and is for so much received from 7 James Blisset Shim in part of 9 Searns of Soap sold him, the rest as per	OŠ	04	00
	0.	agreement, being to frand out three Months			
2 I	Dr Cr	John Speed and partners? for the fum of ixC. Lxxxvij ¹ . xiv ³ . iij ⁴ . and Provence Oyl ———— s is for 50 Butts, containing as per Gage, 6200			
4		Gallons all filled up, and makes 26 Tun 164 Gallons, at xxxvij. a	987	14	03
		To pay Lxxxvii ¹ , xiv ³ , iij ⁴ , in hand, and the rest at 3 and 3 Months, as per two bills or joynt obligations under their hands, the one for ivC ¹ , payable the eleventh of July, the other for as much payable the eleventh			
		of October following, or upon discount at 8 per Centum simple interest to pay at demand, Broker of this sale, Elias Baker.			
1		Cash for the sum of Lxxxvij1, xiv5, iij4, and is for 7	0-		
2	Cr	John Speed and partners fo much received from them in part of 50 Butts of Oyl this day fold them	37	14	٥٥
1		The twelfth Ditto. Provence Oyls 7 for the fum of axv1. viijs. and is for so much paid Gau-7 Cash Sging of 90 Butts with Cooperage, Cellarige, Leaking-7	25	08	00
Ш		pans, and Brokerage of 50 Butts fold yesterday, and is		ļ,	
2 I		The twentieth Ditto. James Bliffet — I for the fum of ivC, iiij. and is for 20 Butts quas per Oyls of Provence Gage 10 Tun 150 Gallons (with 4 empty Butts con-			-
1	ì	fumed in the Cellar in Leakage and Fillage, only a finall remnant in one of them allowed him for Fillage, all into the Bargain) fold him	404	00	00
	1	at xxxviiji. a Tun, abating iiji, iji odd Money rests as above ——) Ditto.	1	1	
2		Gash for the sum of iv. and is for so much received from fames Blisset him in part of the Oyls sold as above The rest payable as per two obligations under his hand, the one for	04	oʻo	00
		ijC1. due the twentieth of June next, the other for as much due the fixth of September following, or upon rebate at 8 per Centum, simple Interest to pay at demand.		2	
1	1	The Ballance follows.		1	
H	1	C 2	1		

Leidger of the Introductory Question.

	1 .	- (
The Ballance.	1.	g.	1
To Ballance the former Accompt Post			ķ.
Dr Ballance for the fum of j.M. v.C. Lxxxiji. xs. ija. 1. s. d.			н
Cr Cash for the Ballance of that accompt still rem. in Chest. 225 15 02 Cr Capers of Tholoun for the Ballance disbursed in Charges — 06 15 00			Ď
Cr 7 ames Bliffet for the Ballance still owing by him ——— 450 00 00			ı
Cr J. Speed and Partners for the Ballance still owing by them 900 00 1582 10 02	1582		
1582 10 02	1,02	10	0
Dr Provence Oyls for the neat proceed of 90 Butts 1404 05 03		ı	ı
Dr Venetia Soap for the neat proceed of 16 Searns — 78 04 11 Dr Ship Janas still due to the said Ship for Freight 100 00			ı
Cr Ballance for the particulars above due to the Mer-7 -			L
chant for the Produce of Goods fold, and owing by him for Freight	1852	10	C
Initi for freight			
			i
Leidger.			I
Cash or Mony Dr.	i.	S.	
1652 March 28 To James Wells Salter borrowed upon a bargain of Oyl fold I Ditto 30 To the faid received from him the complement of Ditto	100	00	Ç
Bargain ————————————————————————————————————	100	00	ċ
2 April 03 To Provence Oyls received of James Bliffet for two Barrels fold him	05	00	
- Ditto - To Venetia Soap received of Ditto for seven Searns sold him -	40		
- Ditto 05 To James Bliffet received in part of nine Searns of Soap fold 2	05	04	
- Ditto 11 To J. Speed and Partners received in part of Oyls fold them - Ditto 20 To James Bliffet received in part of Oyls fold him	87 04		
	342	-	
		1	
Fames Wells Salter of London Dr.		1	
1652 1 March 30 To Provence Oyls for 16 Butts fold him producing I	298	00	C
7 (10)			
A STATE OF THE PARTY OF THE PAR			I
Provence Oyls Dr.	7.9	1	1
1652 1 March 28 To Cath paid Custom and Charges of 90 Butts I	81	0	I c
- Ditto 29 To Ship Jonas for Freight of forty fix Tun, at iv', a Tun - 2	184		C
2 April 12 To Cash paid Gauging, Cooperage, Cellarige, Brokerage, and Leaking pans	25	08	3 c
R. To Ballance for the neat proceed born to that account folio 2	1404	10	5 0
7 1 2 1 2 1 2 1 1 1 1 1 1 1 1 1 1 1 1 1	1694	1 1	4 0
0 1 200 - 0 0 0 0		. 4	
Soap of Venetia Dr. 1		11	
1652 I March 28 To Mony paid Custom and Charges of 16 Searns 1 Ditto 29 To ship Jonas for Freight laden for 2 Tun, at 5 l. per Tun 2	0		
R. To Ballance for the neat proceed carried thither	7	8 0	_
	9		-

Leidger of the Introductory Question.

	\$				1.		D.
1	March Ditto ———————————————————————————————————		Cash Cr. By Provence Oyles, paid Custom and Charges of 90 Buts— By Soap of Venetia, paid custom and charges of 16 Searns— By Gapers, paid Custom and Charges, of 5 h'h' By Provence Oyls, paid Gauging, Cellarige, Cooperage, &c. By Ballance born to Folio	I - 2 I 2	07 02 25	\$. 01 13 15 08 15 12	04
I 2	March Ditto March April Ditto	28 30 30 03 11 20	D. C 4 ' 1C C 1 1 C 1 = 1 c	I - 2 - 1 - 2	100 100 98 298 05 987 404	00 00 00 00 00 00	00 00 00 00
2	April Ditto	03	Soap of Venetia. Cr. By Cash received for 7 Searns fold James Blisset Searns fold him to pay as per Jour. Searns fold for Searns fold for	I 2	55.	04	03

(2)		Leidger of the Introductory Question.											
1652	1	March Ditto	28 29	Capers of Tholoon. Dr. To Cash paid Custom and Charges To Ship Jonas for Fraight laden for 1 Tun	1 2	02 04	1						
1652	1	March	3° R	Ship Jonas Dr. To Ja, wells Salter, paid the Gapt. by ditto in part of freight To Ballance due to the said Ship born to Folio	1 2	098	00						
1652	2	April Ditto	05	James Blisset Dr. To Venice Soap for 9 Searns fold him upon 3 Months time- To Provence Oyls for 20 Buts fold him to pay as per Journal.	1 -	655 404 459	00						
1652	2	April	11	John Speed and Partners Dr. To Provence Oyls for 50 Butts fold them to pay as per Journal	1	987	14						
			RRRR	Ballance of these Accompts. Dr. To Cash for the Ballance in Chest brought hither—To Capers of Tholoon owing by ditto commodity for charg. To James Blisset owing by him by conclude of his accompt To John Speed and Partners owing by them————————————————————————————————————	7 2	225 006 450 900 1582	00						
26127 482	Ť		Commissions dates are maked them.	ri = mil									

Leidger of the Introductory Question.

				Zorugo: of the zim cumord) Zimprom.					
			R	By Ballance born to that account Folio		1.	5 15	0	
2	1	March Ditto	29	Ship Jonas Cr. By Provence Oyl for Freight of 46 Tun at 4 ¹ . per Tun By Venice Soap for Freight of 2 Tun at 5 ¹ . per Tun By Capers of Tholoon for Freight of 1 Tun	I I I 2	04	1	00	
200	2 _	April Ditto	20	By Money received from him in part of Soap By the faid received in part of Oyls fold him By Ballance owing by him born to that account Folio —			-	00	
	2	——		Per Contra. Cr. By Cash received in part of the Bargain of Oyl By Ballance owing by them payable at 2, 3 Months Cr.	I 2	. 87	00	00	l
			R	Ballance Per Contra. Cr. By Provence Oyls for the neat proceed of 90 Butts By Venetia Soap for the neat proceed of 16 Searns fold off By Ship Jonas still due to the said Ship for Freight		1404 78 100 1582	04 00	03 11 00 -	
The second secon				The Creditor fide of this account of Ballance shews that there is to be made good to the Merchant for the neat proceed of goods fold, jM.iiijC. Lxxxij ¹ . x ² . ij ⁴ . and jC ¹ . Itill owing and payable by him for Freight, and now the Debitor side shews where this is to be had, namely, ijC. xxv ¹ . xv ² . ij ⁴ . in ready Money, and jM.iijC. L ¹ . in debts standing out not yet received, and the rest the Capers owe for charges on 5 h'h' being all yet unfold.					

Lea rolling . the still and the still and the 1 10 not to the production of the contract of the c o Correlations of Williams the state of the s

췙췙췙鰬鰬췙췙췙췙췙췙췙췙**攠ఙఙఙఙఙఙ**鍦泊鰬鍦鐬鐬艬췙췙췙

THE SECOND

QUESTION,

BEING THE

SOPRACARGOS

OR

Merchant-Adventurers

CCOUNTS,

TWO SEVERAL WAYES.

鵎皩毇蜧譺譺譺譺睩鄵鄵鄵鄵鄵鄵鄵鄵鄵鄵鄵鄵鄵鄵鄵报

A Factors Account of	Goods bought and sold,
----------------------	------------------------

	The second secon		- Carren
Anno,	Copy of an Account received from Abraham Bateman at Yarmouth.	I.	8.
1651. Aug.	White Summer Herrings full packed for account of Mr. Charles Dethick		
	Merchant of London. Dr. To Cash paid for 117 last at ix 1. per last bought of Walter Smith	752	00
12	To the said paid for 9 last bought of Hugh Corney at viij1. xvjs. per last	153 79	
	To the faid disburfed in Boat-hire, Expences, Cooperage, and Petties ————————————————————————————————————	10	
Ď.	To the faid for my Provisions at 1 per Centum ? To Ballance changed into Dollars to carry in the Ship with me and makes	03	09
R	at iiijs. vjd. a Dollar — \$ 15	03	07
	A CONTRACTOR OF THE PARTY OF TH	240	00
	THE SECOND .		
Sept.	Copy of an Account received from him at Alicant that came by	Livers	Sole
	Lead 230 Piggs for Charles Dethicks Account Dr.	1	1
17	To Ship Fonas made good for Freight of 160 Piggs here fold ————————————————————————————————————	60 82	
	To cash paid custom and sisa of the Lead here sold at 4th per Cent. of the value 3. To the said disbursed in petty Charges, Boat hire, &c		II
	To the said for my Provisions at 12 per Centum of the value sold ————————————————————————————————————	27	
R	To Charles Dethick his Account current for the neat proceed	1824	
11.3		1024	1
100		1	
			-
	Herrings 26 Last or 312 Barrels for the said Account Dr.		
	To Cash paid Freight of 18 Last at 3 5 per Last -		00
	To the faid paid Custom prorate of two hundred and sixteen Barrels sold - 3 To the said for my Provisions of 3046 at 12 per Centum - 3		. 03
R	To Account currant for the near proceed of 216 Barrels here fold	799	
		946	00
			1
			E
1	Barrillia for Account of Charles Dethick Dr.		
	Barrillia for Account of Charles Dethick Dr. To Cash paid for 420 Searns weight 506 Cargo's netto at 3 44 per Cargo—3	2150	IO
	To the faid paid Charges, Boat-hire, Labourers, and 140 Searns to double		
	case some of the rest with Package and Weighing	15	06
	To the said for my Provisions of 32150 10 at 1½ per Centum		.05
	1 -	2294	06
K	Control of the Control of the Control		
Sept.	Mr. Charles Dethick his Account current Dr		
Ŕ	To Barrillia for the first costs and charges of 420 Scarns 3	2294	06
R	To Ballance changed into Dollars to carry along in the Ship at several pieces	1	
	and made \$189 \$189 \$189 \$189 \$6	170	-
	S S	2464	. 06

With the Principals Account Currant.

			-
Herrings per contra Creditor By money for so much drawn or taken up here per Bill of Exchange———		g.	D.
Lead for the faid Account By Money received for 160 piggs weight 152 Cargos at 241 the roove 10 rooves a Cargo at Livers 12 per Cargo 70 piggs carried in the Ship 230 piggs	ਤ 1824		D.
Herrings for the faid Account By Money received for—112 Barrels at 3 4½ per Barrel By the faid received for—104 Barrels at 3 4½ per Barrel By ———————————————————————————————————	504 442 946	00 0	0
Barrillia Cr. Born to the Account currant the full costs and charges being	2294	06 0	3
Mark de principal de la constantina della consta			-
Mr. Charles Dethick his Account currant By Ballance brought from Tarmouth \$\frac{15}{15}\$ is \$\frac{3}{3}\$ By Lead for the neat proceed of \$\frac{16}{2}\$ piggs here fold \$\frac{3}{3}\$ By Herrings for the neat proceed of \$\frac{216}{2}\$ Barrels here fold \$\frac{3}{3}\$ Here \$\frac{12}{3}\$ Deniers makes \$\frac{1}{3}\$ Sols and \$\frac{20}{3}\$ Sols 1 Liver worth 5 shillings sterling \$\frac{3}{3}\$	799	6 0	3
D 2			

A Factors Account of Goods sold,

	The state of the s		
Venetia	Lead 70 Piggs. Dr.		
	To Money paid Freight of 10 Tunn at 7 Piggs to the Tunn a 20 per		1
	Tunn ———————————————————————————————————	200	
	To the faid for my Provisions at 12 per Centum	119	
R	To Account currant for the neat proceed of 40 Piggs here fold ——	20 1014	07
	To recount current for the heat proceed or 40 1 1653 here fold ————————————————————————————————————		
	₹	1354	00
			2
	7		
	White Herrings 8 Last or 96 Barrels. Dr.		
	To Ship Jonas made good for Freight and Primage at \$ 13 per Last\$	104	00
		56	00
	Te be deducted for a loss of 2 per Centum on the Bank Money to receive it out of Bank in Dollers	-0	7.0
	it out of Bank in Dollers	18	10
	To be deducted for my Provisions of Sale at 11 per Centum	13	09
R	To Account currant for the neat proceed	729	19
		921	14
	Barrillia 420 Searns Dr.		
	To Cash paid Freight at & 1 per Searn————————————————————————————————————	420	
	To the faid paid Custom, Cottimo, Barcage, Lazaretto, Brokerage, &c &	466	
1	To the said for my Provision at 1 per Centum	84	
R	To Account currant for the neat proceed————	4650	
		5620	15
			-
	White Soap Venetia. Dr.		
	To Barrillia for 9 double Searns of Soap weighing neat 23 Kintals received in		
	barter of 20 Searns of Barrillia the value bartered is		
	To Cash paid for 7 single. Searns, weighing near 18 Kintalle at		
	To Cash paid for 7 single Searns weighing neat 18 Kintalls at 3 78 the Kintal is Livers 1404 00 To the said paid Custom, Boat-hire, and Fachines 3 152 18		1
	To the faid paid Custom, Boat-hire, and Fachines		
	To Provisions at 1½ per Centum 3 47 18	æ	
	And makes in \$ of \$ or Dollers & 8-16.7		1
	To Provisions at 1½ per Centum 347 18 And makes in \$\Pi\$ or Dollers \$\Pi\$ 886 3396 16	547	20
			1
			4
	November the Ninth at Venetia.	7	1
	Mr. Charles Dethick his Account current Dr.		9
	To White Soap for the costs and charges of 16 Searns	386	00
	To Cash lent the Jewish Merchants on Bottomree to lade Corn at Ancona	10.7	1
	bound for Genoa there to be repayed at 12 per Centum advance the Religo born	4000	00
D	m 70 ff	100	
R	10 Ballance remaining in my hands	308	00
	QP	1	100
	\$	4694	00
			1

With the Principals Account Currant.

		-	
Lead per contra Creditor By money received for 4 piggs weighing groß 1240¹ at 2 10 per Kintal - 2 By the faid received for 36 piggs weighing 12 M² 70¹ at 2 102 per M² - 2 By - 30 piggs left in the hands of walter wolfe 70 pigg Herrings per contra Cr.			
By Paulo Venier for 96 Barrels fold him at \$\&\ 8 \ di Banto per Barrel wrote in to my credit————————————————————————————————————	768 153 921	00 14 14	
Barrillia Cr. By White Soap Venetia for Ballance weight 64 Kintals of White Soap of a good By Money received for at 3 27 per Kintal By the faid received for at 3 25 per Kintal Searns fold for Searns fold	<i>≅</i> 5620	gr 15	
White Soap per contra Cr. By Charles Dethick his Account currant for the full costs and charges of 16 Searns there made me good \$\\$386 \to \\$386	547	10	
Per contra the faid Account Curant. By Ballance brought from Alicant, By Lead for the neat proceed of 40 piggs fold at Venetia By White-Herrings for the neat proceed of 8 last there fold By Barrillia for the neat proceed of 420 Searns fold Here 24 gr. or groß makes a Duccat and Livers 8 16 Sols a Doller or \$ of \$ and 20 Sols a Liver the \$ or Duccat worth iij \$. ij \$ d. fterling and the \$ or Doller iiij \$. vj \$ d.	4505	00	+ 6

A Factors Account of Goods sold,

	Oyls of Provence 92 Butts.		Dr.	1	11
		Florins.			
	To Money paid for 230 Milroes at Florines 28 per Milroe	6440	00		
	To the said paid for 400 Milroes at Florines 29 is	11600	00		
- 2	Heading Twiggs, Flaggs, Cooperage, Drink-filver to the	065			1 7
100	Marriners, Boat-hire, Expences, &c.	965	02		
	To the faid paid Custom, Officers fees, &c	524	00		
100	To the faid paid Brokerage at 1 per Centum-	180			
	To the said for Provisions at 11 per Centum of the value bought -	270			
775	Table Tabl	19980	_	4440	00.0
			-		
	Capers of Tholoon Dr.				
	To Cash paid for 5 h'h' Weight 7 Cargo's 1 Kintal				
1	Marsellia weight at Florins 90 per Cargo is F.	660	00		
1 1	To the faid paid for Cask, Custom, Boat-hire, Cooperage, ?				
1	Brokerage, and Drink-filver ————————————————————————————————————	149	02	Dollers.	
5 5	To the faid for my Provisions at 12 per Centum	09	10		
	*	819	00	182	00 0
1		'	•		
			_		
0.5	At Tholoon 17 February, 1651.				
	Charles Dethick, his Account currant		Dr.		
1000			.	Dollers.	
8.75	To Oyls of Provence for 92 Butts cost with all charges		- \$	4440	00 (
n	To Capers of Tholown for 5 h'h' cost with all charges		\}`	182	
R	To Ballance due by conclude of this Account		-₩	166	
9				4788	00
· .					
.)					
-11-					
0 1	Copy of the Account of the Sales of the returns delivered in by	Toleph			
3 1	Berkenhead to his Master, the Wast-Book whereof is la	id			
1 1	down in the first Question of this Treatise.				
1652.	g		_		
March	James Wells Salter of London		Dr.		g.
30	To Provence Oyls for 16 Butts q' as per Gage 8 Tun 123 Gallons for axxv' a Tun abating the odd Money refts	ola nin	n at	298	00
1 10	and a fun abating the odd wioney felts			290	
3 17					
					11.0
1					
1652.	- Jan 1961 Editor tox 12000 dille of district Edition		Dr.	-	
March.				.,	
28	To Money paid Custom as per Wast-Book	0.00			04
29	To the faid paid Lighterage, Granage, and Charges To Ship Jonas for Freight home of 46 Tun at 4 per Tun				00
Apr.12	To Money paid Gauging, Cooperage, Cellarige, Rokerige, Leak	ing-pa	ns .	25	08
1R	To Account currant for the neat proceed of 86 Butts fold		113	1404	
3 1	in the state of th		: 1	1694	
1 1			1	-	1
1 .				1	

With the Principals Account Currant.

-	Oyls-per Contra Creditor		1 1	
R	By Charles Dethick his Account current born thirher	4.1	00	00
	nniT ter iTe	18		İ
H		1		
	7			
				1
	1 HT 31 -545 * (40) *			_
	Capers per Contra			1
Н	By Account currant for the Ballance born thither		000	0
				1
	2(1) (c. 1) (c. 1) (c. 1)			
	- At wer in care, and any in the			ı
-		-	- -	-
-	Per Contra the said Account currant Cr.			1
	By Money received at Genoa, in full of \$\\$4000 lent out on Bottomree with 12 per Centum advance is	4480	00 00	
-	By Ballance brought from Venetia	308	00 00	-1
	Here 12 Sols is a Florine and 54 Sols a Dollar worth 4.6.64.	4788	00 00	٥
		t		
î	nakha makha manganaka basa .			
	i 1 - 24.			
1	- James Wells per Contra. Cr.			
2. h.				
	By Money taken up imprest or in hand in part of a Bargain of Oyl ———————————————————————————————————	100	00 00	
	Ship in part of Freight due	98	00 00	i i
	By Money received from him in full	100		-
		298	00 00	·
_	Pursuana Onlo Acu Cantus		- -	
b,	Provence Oyls per Contra. Cr.			
	By James wells Salter for 16 Butts fold him for the value of		00 00	
5.	By Money received for two – Candy Barrels drawn off fold James Bliffet By John Speed and partners for 50 Butts fold them for part Money in hand ?		00 00	ı
	and the rest upon time - the whole being		14 03	
-	By James Bliffet for — 20 Butts fold him producing — 4 Butts and fillage — 4	1694	00 00	
4	90 Butts	1094	-4	

A Factors Account	of	Goods	sold,
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	A STATE OF THE PARTY OF THE PAR		-
1652. March,	Soap of Venetia for account of Charles Dethick. Dr.	1.	g.),
28	To Money paid Custom and Charges of 16 Searns	07	13 4
29	To Ship Jonas due for Freight laden for two Tunn at v1 per Tunn To Account currant for the neat proceed	78	94 1
R	To Account current for the near proceed	95	-
	,		
1652.	Capers of Tholoon for the said account Dr.		
March,	To Cash paid Custom and Charges of 5 Hogs-heads	02	15
29 .	To Ship Jonas for Freight	04	00
		06	15
	1		
12 10	• .		-
-(Owners of Ship Jonas. Dr.		
1652. March,			
30	To James Wells Salter receivable from him by affigument in part of Freight		00
R	To Ballance due to the faid Ship born to the Account currant	198	-
		190	
	· · · · · · · · · · · · · · · · · · ·		
1652.			
April,	To Venice Soap for 9 Searns fold him upon three Months time —	55	04
5 20	To Provence Oyls for 20 Butts fold him to pay iiij in hand, and the rest at ?		
	two payments, as appears at large by specialty ————————————————————————————————————	404	:-
		459	04
٠	.0		-
1652.	John Speed and Partners Dr.		
April,			
II	To Provence Oyls for 50 Butts fold them to pay part in hand, and ixc1 in halves at 2,3 Months time, or to discount	.987	14
	,		
	The same and the s		
	The Account currant for my Master Mr. Charles Dethick Merchant of London. Dr.		
			1 8
R	To Capers of Tholoon for disburfements and charges on 5 h'h'		15
R	To James Bliffet owing by him for Goods fold, for the which the Goods have credit, and is here wrote back		00
R	To John Speed and Partners owing by them for Goods fold here wrote back -	900	00
R	To Ballance due to my Master upon this account which is in my hands in ready Money at his disposal		
	Tradity at the emporar	158:	2 10

в

With the Principals Account Currant.

552.	Venice Soap Creditor.	i,	ø.	D.
pril, 3	By Money received for 7 Searns neat 16C 3qt. 24t. fold James Blisset for——By James Blisset for 9 Searns neat 22-010 sold him upon time———		14	
5	by James Bullet 101 y Scallis near 22-510 lotte initiation time		18	
	Capers per Contra Cr.		ı	
	By Ballance for the Charges born to my Masters Account currant	06	15	00
-				
ch,	Per contra Ship Jonas Cr.			
9	By Province Oyls for Freight of 46 Tun, at 4!. per Tun By Venice Soap for Freight of two Tun at v1.	184	00	
-	By Capers for Freight of 5 h' h' laden aboard for one Tun		00	
		198	00	00
			-	
ril,	James Blisset Cr.			
,	By Money received from him in part of Soap By the faid received in part of Oyls fold him		04	
	By Ballance still owing by him born to my Masters Account currant	450		
	-	459	04	00
	1,-		_	_
2.	Per contra John Speed and Partners Cr.			
ril, I	By Money received from them in part of Oyls fold -	87	14	
1	By Ballance owing by them born to the Account currant	900	أنستنسا	00
			I	
-	,		_	-
	Charles Dethick his Account currant Cr.			
	By Province Oyls for the neat proceed of 90 Butts fold	1404		
ļ.,	By Ship Jonas still due to the Owners for Freight, which I here write back ?	78	1	
	to my Masters credit in regard the Goods are charged, and the Debts still payable————————————————————————————————————	100	_	-
		1582	10	02
	E			
M			•	

The Question as it concerns the Principle.

The Question propounded is thus:

The Ship Jones being in the Thames, bound out to Yarmouth with Goods, and there to sup with Herrings for a Trading Voyage to the Straights, a Merchant of London Char Dethick sends an adventure with Abraham Bateman his Kinsman being Purser, or Sopracatof the said Ship, who hath order to sell the said adventure, and to surnish returns with the produce, and is to be allowed 12 per Centum Factorage, or Provisions of all the Goods him bought or sold.

And hrst the said Merchant lades aboard the said Ship 230 piggs of Lead cost here we all Charges titis Luxul. Item, the said Sopracargo draws on his Principal is Xll. wherewe he buyeth Herrings: Part of these Goods are sold at Alicant, and the produce invested it Barrillia, which, together with the Goods left, were all sold and disposed of at Venetia, a part of the produce lent out on Bottomree, and returns surnished in Venetia Soap, Prove. Oyls and Capers, as more amply appears by the Accounts sent home by the Sopracarg the Ship after her arrival at Genoa taking in a Stock to lade Oyls home from Tholom.

At the arrival of the returns the Merchant or Adventurer being in the Country, en dereth his Servant Joseph Berkinhead to take up the said Goods, and make Sale thereof, w

rendreth his Master the precedent Account of what he had done therein.

Finally, annexing certain Receipts and Payments made by the Merchant Adventu himself as they are expressed on the next Page following, it is desired to draw up an Accor of Stock or Cargazoon apart by it self to see what gained or lost by the said Adventure.

Γ	The state of the Company of the Comp		
	Charles Dethick his Account of Stock or Cargazoon. Dr.	I.	×
	To Lead for 230 piggs shipt off in the Ship Jonas cost with all charges	480	0
	To Lead for 230 piggs shipt off in the Ship Jonas cost with all charges————————————————————————————————————	240	0
	To the laid paid Injurance of unC Lxxx1 adventure in Lead	33	I
	To the faid paid Insurance of ijC xx1 upon Herrings at 7 per Centum	15	C
	To the faid paid Portage and Post of Letters	00	1
	To Owners of Ship Fonas still due for Freight of Goods	100	C
	To Profit and Lois for the Ballance being the entire gains of the whole? adventure, and the answer of the Question propounded.	964	C
		1822	-

These entrances may be used by the Merchant in his Leager, but note that if the Se of the returns had not been stated into an Account but only proposed or laid down a Waste Book, then the Question could not have been thus answered, but must have be stated at large, which for varieties sake I have likewise done, and follows, and whereby the more particularly seen the Proceed, Gain, or Loss of each Commodity, charging discharging the Sopracargo for all the Goods by him sold and bought: And surther not that the said Account may be either stated out of the Waste-Book, or out of the Account the Sales of the Returns.

Anno. 1651.

Mug. X th

R

With a brief State of the Whole.

lay	Money disburfed by the Merchant Adventurer Charles Dethick	11.	18	. j D.
, ž.		33	1 .	00
	More paid Infurance of ijC xx1 adventure on Herrings at ditto rate ————————————————————————————————————	- 15		00
	I whole paid I oftage and I oft of Letters	45	-	00
		1		
	P			
2.	Received by him as followeth,			
ay.	From my Servant Joseph Berkinhead at my return out of the Country, the	225	15	02
1	Ballance in his hands and was	1	127	102
	From James Bliffet in full of three payments for Soap and Oyls fold him the fumm of iiijC xlij1 iijs iiij4.			
y ,	Viz. In full of L1 due for Soap the fifth of July, allowing him two		1	
	Months rebate at 8 per Centum simple Interest - 4906 11			
	More in full of ijC1 due the 20 June next for Oyls fold him 3 1980005			
	Allowing 1! Months rebate More in full of ijC! due the 6 September following in full of ?			
	Oyls fold him, allowing 4 Months rebate			
	4420304	442	03	04
	0		Ĭ	
0	More received from Philip Bolton in full of a Bill of Exchange for Duccats			
	850 de Banco at 51 pence Șterling by him formerly accepted, from	180		-
	walter wolfe Merchant at Venice for the neat produce of 30 Piggs of		12	_
	Lead by him there fold and is	848	11	00
				-
١	· ·			1
			_	_
1		,	2	-
	Per Contra the said Account of Adventure Creditor. By Abraham Bateman for the Ballance owing by him \$\\$166, is at 4\\$164.—	1. 37		0.
	By John Speed and Partners for the Ballance owing by them	900		00
	By Capers of Tholoon for the first Costs and Charges of 5 h'h' \$ 182 is	40		00
	By the faid for Freight, Custom and Charges —	06		00
	By Cash received from my Servant Joseph Berkinhead the Ballance By the said received from James Blisset in full of iiis L1 due	225	03	02
	By the faid received per Exchange from walter wolfe Merchant at Venice for ?	77-		74
	the produce of 30 piggs of Lead by him there fold	180	12	06
		1833	12	00
			1	
	E 2	1	1	

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Table 10	the year it was to a war.
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JOURNAL

OF THE

SOPRACARGOS ACCOUNTS,

STATED OTHERVVISE
At length.

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Fournal	of	the	Soprac	argo's	Account	Stated	at	large.
---------	----	-----	--------	--------	---------	--------	----	--------

		Jen var of the set was			
(1)		August the twelfth, (1651.)	ī.	5.	
1	Dr	Lead for the summ of iiijC Lxxx1 and is for the full costs } 480 00 00			
2	Dr	Abraham Bateman for the summ of ijC xL1 and is for so 2 240 00 00 much by him drawn to rarmouth to invest into Herrings 2 720 00 00	720	co	
2	Cr	Charles Dethick Merchant of London his Account of Stock, Cargazoon, or adventure for the particulars above.	- 5	0	
	_			ı	K
		The entrances out of the Sopracargo's Account are these.		ľ	Į
<u>I</u>	Dr Cr	Herrings Tor the summ of ijC xxxvj!, xij*, vj*, and is for the Abraham Bateman Sfirst costs and charges of 26 Last bought at Tar-mouth, to carry along for the adventure	236	12	5
	_			ı	ı
2	-	September the seventeenth. Araham Bateman for the summ of vjC xij ¹ . xiiij ³ . and is for the neat proceed of Lead and Herrings sold at Alicant, viz.		ľ	
1	Cr	Lead for the fumm of <i>injc xij</i> . xvs. and is for the value of l. s. d. the neat proceed of 160 piggs fold at Alicant, the Liver at vs. sterling, is	100		ŀ
1	Cr	Herrings for the fumm of $jc \times cix^1$. xix^3 . and is for the neat proceed of 18 Last there fold -3 , 799, 16,03,199,19,00	333	ſ	ŀ
		J2450 16 03 612 14 00	612	14	l
		Ditto.			I
$\frac{2}{2}$	Dr Cr	Barrillia For the summ of vC Lxxiij ¹ . xj ⁵ . vij ⁴ . and is for the Abraham Bateman first costs and charges of 420 Searns.			ı
		Bought at Alicant to carry for the adventure to Venice — 2 2294 6 3 The Liver at vs.	573	11	-
		anageral ten			1
		November the ninth from Venetia.			
2	-	Abraham Bateman for the fumm of jM xij1. viij1. jd. and is for the neat proceed of feveral Goods there fold.			
1	Cı	Lead for the fumm of $jCLx^1$, xij^s , iij^d , and is for the neat proceed of 40 piggs therefold, the			
I	C	Duccat valued at iijs. ij4. ————————————————————————————————————			
2	Cı	Barrillia for the fum of vijC xxxvj ¹ . vs. and is for the neat proceed of 420 Searns there fold			
		the Duccat at Ditto value ————————————————————————————————————		08	
	1				1

Journal of the Sopracargo's Account stated at large.

	Journal of the doprison go of 22000 miles of the said			
1	November the 9th 1651. at Venetia.	1.	S.	0.1
I	or Venetia Soap for the summ of Lxxxvj1. xvijs. and is l. s. d.			
	for the first costs and charges of 16 Searns the			
1	Dollar or \$\foat of \{\frac{1}{2}\ at iiijs. \cdot \cd			
L	Account of Bottomree or Cambio Maritimo, for the fum of ixC^1 , and is for the value of $\$$ 4000			
	lent out to Jews Merchants to buy corn at An-	40.1		
100	cona, they freighting the ship to Genoa where the	47		
1	hazard run the same is payable at 12 per centum	-		
	advance \$\frac{400000}{900000} \text{200000} \text{2000000} \text{2000000} \text{2000000} \text{20000000} \text{2000000000} \text{20000000000000} 2000000000000000000000000000000000000	986	17	00
1	# 4300,00 900,17,00	900	1	
		- 1		
1				0
1	Tholoon 17th February, (1651.)			
	r Abraham Bateman For the fumm of jM' viij1, and is for the value			
C	r Account of Bottomree of \$ 4480 received at Genoa from the assigns€	1008	00	00
	of the Jewish Merchants being for \$4000 lent out at Cambio Mari- timo at 12 per centum advance \$4480 is			
	timo at 12 per tentum advance——— # 4450 is———			
П				
K				
		100		
	Ditto.			
D	r Province Oyls for the fumm of jxC xCix1. and is for the first cost and		Ш	
	charges of 92 Butts at Tholoon which cost there as l. s. d.			
L	per account fent home the Dollar at iiijs. vjd \$ 444000 9990000			
IV	r Capers for the fum of xL1. xix1. and is for the cofts of 5 Hogs-heads there bought \$ 18200 401900			
D	r Cherles Dethick his account of Stock or Cargazoon			
	for the sum xxxvy1. vijs. and is for the value of \$			
ı	166 still owing by Abraham Bateman being entred			
	here for formality, this being a Rest or one of the parcels of the entrances which shew how to			
	Ballance the account\$ 166 00 37 07 00			
	and owing by him as above 4788 00 1077 0600	1077	06	00
	and owing by him as above	,,		
			0	
		1		
	To enter the Account of the Sales of the versions of Total Darkinkers		10	
	To enter the Account of the Sales of the returns, or Joseph Berkinheads account, this is to be done without Journal parcels, unless we have re-			
	ference to the Waste Book (in the first Question) and from thence frame			
	them, which were more tedious, and besides the rest of these Questions			
	are stated out of Wast Books; wherefore to do this out of the account,			
	enter all the faid account verbatim in the Leager following, only omit- ting the Account Currant, and all Rests and Ballances whereof it is			
	framed, and where there is any mention of Money, or the Goods	- A	4.	
	charged and discharged To Money for Costs, or By Money for Sales, to			
	frame an Account for the fame under the name of Joseph Berkinhead.	- '		ì

Entrances out of the Merchants Notes.

			OFF DE		**************************************	-	-
(3)	1	. The entrances out of the Merchants Note of Rec	ceip	ts	- 1	1.	S. d
(3)		and Payments, are fuch as tollow.	ì				
		Township Courts (notice)	, ,		,		
1.1	Dr	May the fixth, (1652.)	1.	5.	a.		18
1		Lead for the fumm of *xxxiij1, xij2, and is for fo much paid Infurance of iiijC Lxxx1, adventure	33	12	00		8
1	Dr	Herrings paid Insurance of ijC xx1. on that Commodity—	15	08	00		
I	Dr	Profit and Loss paid Portage and Post of Letters -		12			
I	Cr	Charles Dethick his Account of Stock for the particulars by		12	_	10	7.2
		him disbursed as above ————————————————————————————————————	49	12		49	12
		The same of the sa					
	0			- }			
					_		15
		May the 6th (1652.)					
2	Dr	Venice Soap for two Months rebate of L1. allowed James ?	00	13	01		п
	De	Bliffet and the Money paid in and is					
3	DI	allowed James Bliffet for 2 rebates of iiijC ¹ owing by him on					
		that commodity, viz. for 11 months rebate of ijc1. due					
	-	20th June 01-19-07}	07	03	07		
3	Cr	Item for 4 M° rebate of ijC1. due the 6 September 05-04-00		16		07	16
		James Bliffet for the rebates allowed him as above	- /				
		. ` `					
I	Dr	Charles Dethick his Account of Stock or Cargazoon for the					
		fumm of viijC xLviij1, xjs.—and is for the particulars by him received as follows,					ш
. 2	Cr	Foseph Berkinhead received from him the Ballance due upon					
	1	his Account — May 5th is -	225	15	02		ш
3	Cr	James Bliffet received from him in full of iiijC L1. owing for ?	442		1		м
1,0	C.	the winds he had been to be a second to the or	444	,	7		ш
I		Lead received per Exchange for the neat proceed of 30 piggs remaining in the hands of Walter wolfe Merchant at					
3 1		Venuce, and by him fold and the Money remitted, and is	180	12	06		
		jc Lxxx1. xijs. vjd. the 9th	848	-	-	848	11
		- 1 - 22 · (-1)	040			040	
			-	-			ш
	1	To Ballance the former Account being right Posted					
		enter these Parcels.					
	Dr	Profit and Loss Lost by that commodity the sum of $jx^1 v^3 ij$				00	05
40	Cr	Venuce Soap 3				Ĭ	
						91	
11	1			-			100
	Dr	Lead for the neat gains ijC xL1. vijs. ixd.	240	07	09		
	Dr	Herrings for the neat gains ————————————————————————————————————			04	E.	
1	Dr	Abraham Bateman for the Ballance of his Account gained by difference of Coins	01	05	00		
	Dr	Barrillia for the neat gains	162	13	05	100	
	Dr	Account of Bottomree for the neat gains	108	00	00		
	Di	Province Oyls for the neat gains	398	01	08	- 2	
	Cr	Profit and Loss for the particulars gained as above	973	17	02	973	17
				F			

. With Ballance parcels.

Dr Stock for the fum of jxCxLvij¹. xiiij³. Cr Capers for the first costs and charges of 5 Hogs-heads yet } remaining unsold Cr John Speed and Partners for the Ballance still owing by them—	1. s. d. 47 1400 900 00 00 947 1400	1. 947	14	
whole gains for the Adventure	100000	1064	oo d	ì
LE FD GER follows.		=		

			Letuger of the deplacing of Meconin at this ge.			
1651. August, 2 May, R	12	Sarnal Page H	Lead Dr. To Stock for 230 pigs Shipt off Aboard the Jonas cost ————————————————————————————————————	ridger Pag. H H	480 33 240 753	9.) 12, 97 19:
1651. August,	Ť2	r	Herrings Dr. To Abraham Bateman for the full cost of 26 Last at Tarmouth To Stock paid Insurance of ijc xx1, on this commodity To Profit and Loss for the neat gains	2 1 1	236 15 63 315	08 09 09
1652. R May,	569	2 3	Mr Charles Dethick his Account of Stock Dr. To Abraham Bateman for the foot of his Account still owing — To Joseph Berkinhead for the Ballance of his Account paid in — To James Blisset for the Ballance of his Account paid in by him— To Lead received per Exchange for 30 pigs sold at Venice — To Capers of Tholoon for the costs and charges of 5 h'h' unfold — To John Speed and Partners for their Ballance still owing —	2 2 3 1 3 3	37 225 442 180 47 900	07 15 03 12 14 00 —
1652. May, R R	6		Profit and Lofs Dr. To Stock disburfed in Poft and Poftage of Letters To Venice Soap for the Ballance loft by that commodity To Stock for the Ballance carried thither being the neat gains of the whole adventure	I 2	00 09 964 973	

			8				
(1)	1	1	19		14	S.	D.
65 I. Tept. Nov.	17	1	Lead Cr By Abraham Bateman for the neat proceed of 160 pigs fold at Alicant. By the faid for the proceed of 40 pigs fold at 40 Venice———————————————————————————————————	2	412 160 180 753	12	00 03 06 09
55 I.	179		Herrings per contra Cr. By Abraham Bateman for 18 Last sold by him at Alicant — By the said for the neat proceed of 26 Last	1	199	19 10 09	- 00 10 10
				_		_	_
ise. unft, icto ky,	6	I - R	Percontra the said Account of Gargazoon or Adventure Cr. By Lead for 200 pigs shipt off aboard the Jonas By Abraham Bateman for so much drawn to Tarmouth by him — By Lead paid out in Insurance of iiijC Lxxx1. on that commodity — By Herrings paid Insurance of ijC xx1. on that commodity — By Prosit and Loss paid Port and Postage of Letters By Ship Jonas still due to the Owners for Freight By Frost and Loss for the Ballance of that Account being the 2 neat gains of the whole Adventure —	1 2 1 1 - 3	480 240 33 15 00 100 964 1833	12 08 12 00 00	00
						_	
		RRRR	Profit and Loss Cr. By Lead for the neat gains of 230 pigs ————————————————————————————————————	I I 2 2 2 2 3	OI	09 0	00
		0.10	F 2			,	

			2008. 3)			
(2)				1	1.	S.
			Abraham Bateman Dr.			
1651.	I 2	I	To Charles Dethick his Account of Stock drawn to Yarmouth -	1	340	00
Sept.	17	I	To Lead for the neat proceed of 160 pigs fold at Alic. 2 165 i-00-00	1	412	
o.l.		1	To Herrings for the neat proceed of 18 last there sold 2 799-16-03	1	199	19
Nov.	9	1	To Lead for the proceed of 40 pigs fold at Venue 2 1014-10-gr.	I	160	I 2
	-	1	To Herrings for the proceed of 8 last there sold \$ 729-19	1	115	10
Fctr.	-	1	To Barrillia for the proceed of 420 Searns there fold \$465000	2	736	
	17	2	To Account of Bottomree received for money lent out \$ 4480.00		1008	00
		R	To Profit and Loss for the Ballance gained by difference of Coins-	2	10	05
					2874	97
					100	
					1	
		_				
1652.		7	Joseph Berkinhead (Casheer) Dr.			
March	28		To James wells Salter borrowed on a bargain of Oyl agreed for—	3	100	00
April	30		To the said received from him the complement due for Oyls -	-	100	00
	3		To Province Oyls received for two Barrels fold —————	-	05	00
			To Venice Soap for 7 Searns fold James Bliffet Contanti	2	40	14
Ditto	5		To James Bliffet received from him in part for Soapfold him-	3	05	04
	II		To John Speed and Partners received in part of Oyls fold them —	-	87	14
	20		To James Blisset received in part of Oyls fold him	-	04	00
					342	I 2
			The second secon		- (1)	
						2
+	-	-		-		-
1651.			Barrillia Dr.		3.1	
Sept.	17	1	To Straham Bateman for 420 Searns bought at Alicant	2	573	11
1.1.		R		ī	162	13
					736	-
					/50	'
			8.0			
	1	-			TT	-
1651.			Venice Soap Dr.			
Nov.		.2	To Abraham Bateman for 16 Searns bought at Venetia and cost -	2	86	17
(1652.)						1
March,		-	To Joseph Berkinhead paid Custom and Charges thereof	2	07	13
13100	29		To Ship Jonas for Freight laden for two Tun, at v. per Tun -	3	10	00
May,	6		To James Bliffet for two Months rebate of Li. allowed him	3	00	13
					105	03
	1		The April 2 and the Control of the C			
	1					1
1	-	-				
1651	1		Account of Bottomree or Cambrio Maritimo Dr.		100	
Nov.	9	2	To Abraham Bateman lent out to Jewish Merchants \$ iiij Mo is -	2	900	00
	1	R	To Profit and Loss for the neat gains	1	108	00
					1008	00
	1		I Y			
					1 1	
	1			1		1

2)		-			11,	8.	D.
651			Abraham Bateman Cr.		, /		
Aug	_		By Herrings for the full costs of 26 Last bought at Tarmouth ——	I	236	12	06
Sept.	17		By Barrillia for the full costs of 420 Searns bought & 2294-06-03	2	573	, ,	07
Vov.	9	2	By Venice Soap for 16 Searns bought there and cost — \$ 386-00 By Account of Bottomree lent out to Jewish Merchants \$ 4000-00	2	900	1 1	00
ebr.	17	2	By Oyls for 92 Butts bought at Thologn and cost — \$ 4440—	3	999		
itto.		2	By Oyls for 92 Butts bought at <i>Tholoon</i> and cost ————————————————————————————————————	3	40	9	00
		R	By Ballance owing by him as per the foot of his last Account ?	2	37	07	
			born to the Adventurers Account of Stock — \$ 166		2874		
		1			20/4	0/10	
	-						
152.		٦	John Berkinhead per contra Cr.		60	04	
1.rcb	28		By Province Oyls paid Custom inwards————————————————————————————————————	3	11	17 0	
			By Venetia Soap paid Custom and Charges of 16 Searns ———	3	07	13 0	- 1
	-		By Capers of Tholoon for Custom and Charges of 5 h'h'	3	02	15 0	0
bril	11		By Province Oyls paid Gauging, Cellaridge, Cooperage, &c		25	08 0	- 1
	R		By Sock for the Ballance paid in to his Master at his return	1	225		2
					342	12 0	6
			The same and the s				
			The state of the s				
					3.		
	_	_	<u> </u>	_			-
			Barrillia Cr.				
Mr.		I	By Abr. Bateman for the neat proceed of 420 Searns fold at Venice	2	736	05 0	
W			by the control the man process of 420 boards to and the				
					13		
			The same of the sa		1.3		
-88				- 1	10.2		
		_	16 - 001		7.43	_	_
			Transia Coom tom control				1
Is 2.	3		. Venice Soap per contra Cr. By Joseph Berkinhead for 7 Searns fold by him for ready Money —	2	40	140	2
	5		By James Bliffet for 9 Searns fold him upon time ———	3		040	
- 98	Ŕ		By Profit and Loss for- the Ballance lost by this Account	I		05 0	
•			1.0		105	03 0	5
я			1 - 1 - 1 - 1 - 1		'5 I		
м							
311			14	- 1	18		
	-	_		_			-
1			Per contra . Cr.		700		
For.	17	2	By Abraham Bateman received at Genoa with 12 per cent. advance—	2	1008	000	0
	1		by 110/ manife distribute 10001/ cold at others with 12 per tems, advance—		1.		1
1				-			
					13	1	
1					1		
			9			'	,

(1652.) March, 2 2 April, 1	9	Province Oyls Dr. To Abraham Bateman for 92 Butts cost with all charges — To Joseph Berkinhead paid out by him for Custom — To the said paid Lighterage, Cranage, and Charges — To Ship Jones for Freight home — To Joseph Berkinhead paid gauging, cellarige, cooperage, Brokerage, circ. To James Blisset for 2 rebates of iiis. allowed him as per Journal — To Prosit and Loss for the neat gains —	2 2° - 3 2 3 1	999 69 11 184 25 07 398 1694	9. 00 04 17 00 08 03 01
1652. March 3		James Wells Salter of London Dr. To Province Oyls for 16 Butts fold him	3	298	00
(1652.) March, 2	7 2 3 -	Capers of Tholoon Dr. To Abraham Bateman for 5 Hogs-heads bought at Tholoon cost — To Joseph Berkinhead paid out by him in Custom and Charges — To Ship Jonas for Freight	2 2 3	40 02 04 47	19 15 00 14
1652. March, 3	3 R	Owners of Ship Jonas Dr. To James Wells payable by him per affignment to the Captain in part of Freight To Ballance still due to the said Ship born to Stock	3 1	98	00
	5.0	To Venice Soap for 9 Searns fold him at 3 Months time To Province Oyls for 20 Butts fold him for the value of	3	55 404 459	04 0
1652. April,	113	John Speed and Partners To Province Oyls for 50 Butts fold them as per Joseph Berkinheads Account	3	987	14 3

-)	1:1	/	I	11.	g	10.1
3) 652. rarch, April,		By James Wells Salter for—16 Butts fold him the value being— By Joseph Berkinhead for two By Joh. Speed and Partners for 50 Butts fold them for— By James Blisset for—20 Butts fold him for—6 Butts Gonsumed in lekage & fillage Province Oyl		298 05 987 404 000 1694	00 00 14 00 00	00 00 00 00
to.	28	Per contra Cr. By Foseph Berkinhead paid him in hand in part of a bargain of Oyl— By Ship Jonas made over payable to the Capt. in part of Freight— By Joseph Berkinhead paid him in full of Oyls bought	2 3 2	100 98 100 298	00 00	00
		Per contra Cr. By Stock all unfold born thither		4 7	14	00
152.	29	Ship Jonas per contra Cr. By Province Oyls for Freight of 46 Tun at iiij¹. per Tun By Venice Soap for Freight of two Tun at v¹. per Tun By Capers of Tholoon for Freight of 5 Hogs-heads	3 2 3	184 10 04 198		
My,	5 20 6 3	James Bliffet Cr. By Joseph Berkinhead paid in to him in part of Soap————————————————————————————————————		05 04 07 442 459	00 16 03	00 08 04
2. Ifil,	11	By Joseph Berkinhead paid in to him in part of Oyls ————————————————————————————————————	2 1	900	00	03



THE THIRD

QUESTION,

BEING

A QUESTION

OF

FACTORAGE.

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Wast-Book of a Question of Factorage.

I. |s.

	The Third Question.	1.	S
	Thomas Sweet a Merchant, removing to settle at Sivill or St. Lucars in Spain, oweth at his going over several Debts, and hath several sums owing to him-self, he constituteth Thomas Wood his Factor here to receive and pay the said debts, as likewise to divend or sell off such Goods as are left in his hands, or consigned home to him who maketh returns in Lead and Fustians the whole imployment cleared with an Account Currant for the Owner, whereof here follows the Inventory and Wast-Book.		
	September the first (1649.) Inventory of such Goods and Debts as are appertaining or belonging to or owing by Thomas Sweet Merchant at his going over into Spain. Due to John Brown Grocer of London, the 12th of November, 130 17 00 next coming 100 00 00 More due the 14th January next ensuing 100 00 00 More due the 25 March following 50 00 00 Due to Baldwin Hodges the 16 February next coming as per specialty Item due to John Laramore the 29th instant 200 00 00 More due to him the 25 March next coming 40 00 00 Due to Samuel Whit son the 16th instant 100 00 00 More due to him the 14 March following 112 03 00 For all which debts I the said Thomas Wood have engaged upon 12 00 100 112 00 112	904	1
	Debts owing to the Principal as follows. 1. s. d.		
9	Owing by James Bendwidge due the 17th instant	_ 557	0
1 72		47	
	Goods belonging to the Owner at his going over. A two and thirtieth part of the Ship Speedwell, John Challenor Master, now in the Straights, on a Trading Voyage, which I am to sell or dispose of at the return. A House with a Warehouse and Yard thereto belonging scituate at the lower end of Thames-street at the sign of the whistle, whereof there is a Lease for two Years yet to come, paying annual Rent for the same 51 due at Midsummer, the Prosits of which said House are allowed me in consideration that I have engaged for the debts, and the Ware-house is employed and taken up with the Owners Goods.		

Inprimis.

Item.

Wast-Book of a Question of Factorage.

-	ov ajt-Door of a Question of I actorage.			-24
Item T S	September, the first (1649.) Remaining in the Ware-house to sell for the Account of the Owner 32 bags of Barbado's Cotton wooll weighing neat (tare 4 per centum abated) 75C 3q ¹⁵ -14 ¹ all marked as in the margin, and numbred from N° 1 to 32. Remaining to sell for the said Account 12 baggs of West-India Ginger	l.	3.	D.
Item Item	in forts all ungarbled weighing neat (tare 6 pound per bag abated) 29C 2q ¹⁵ all numbred from N° 17 to 28. Remaining for the faid Account 100 peeces of counterfeit Venetian	1		
	Fustians English manufacture, which are to be shipt off to the Owner or his Factors at S: Lucars in Spain. The said Thomas Sweet is Owner of a partable stock of ijc xlv1 in the			0
Item	Turky Companies hands, which I have order to fell or to receive the Incomes accordingly.			
		7	_	
Y	Here follows the Wast-Book.	i.	s.	D.
1649 ptemb.9	September the 9 th . Sold to Mr. William Hain Turky Merchant, the partable stock or ad-7 venture of ijC xlv¹ in the Turky Comp. administration for the value of ijC L¹ by him paid down in hand for the same	250		
	Je L' By min paid down in nand for the fame.			
	The 13th of September. Sold John Brown Grocer 12 bags of West-India Ginger in forts ungarbled upon 2 months time in part of payment of his first Bill of 1301 175 not due till the 12 of November next, the weight as follows.			
10	C. qrs. 1. C. qrs. 1. N°.17 $2-2-00$ N°.28 $2-1-20$ 20 $2-1-27$ 26 $2-2-07$			
- 81	$ \begin{array}{cccccccccccccccccccccccccccccccccccc$	-		٧
Ш	$ \begin{array}{cccccccccccccccccccccccccccccccccccc$	ì	7	
- 22	total 30 -00 - 02 7 bags weight 17 - 1 - 17 tare at 61 a bag 00 - 2 - 16	73		
	Rests neat sold him at iiij per centum — 29 - 1 - 14 produceth	117	10	00
200	Ditto the 18th. 17 (1) 1 1 1.		-	
18	Received of James Bendwidge in part of his first Bill of jC xviji vs vjd now due the sum of xviji vs vjd and the rest being jCi is to stand out 4 Months upon simple Interest at 8 per centum	1 7	05	06
	1 2	0,2		
Tober 3	Sold John Blay Merchant 32 bags of Barbado's Cotton Wooll weighing? neat, tare 101 per bag abated, 75C-291 - 101 at ij1 viijs the cent. whereof he hath cleared the Excise, and produceth jC lixxxj viijs iij4.	181	08	03
_ 7 و	To make good the value of 801 more or less in Lead at x 1 the Fother of 1910 and 100 more in Lancalbire counterfeit Millain Fustions at ij per prand the rest in ready Money, of both which Commodities he is to clear the Excise, and to deliver them free of all charges into the Ware house.			
0 11	G 2			

Wast-Book	3 0	a Question	of	Factorage.
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ò.

Received from John Baley in barrer of the Cotton Wool of the piggs of Lead of 2 Notches weighing gross of Fother 1c. at xi, xi, per Fother, comesto Hems 50 peces of Lancalivire, Mildian, Fuffians 9; 37 yards api Instrea at 2 per per More in ready Money to clear the barter cool of the Sags of Welf-India Ginger in forts numbered from N° 1 to 50, which come in the Lino of London, and for the which I have entred into Bond for the payment of the Excile. Paid Freighter of the fame laden hither as per Bill of Lading for 6; Tun at yi, xiii, per Tun Hem paid Tengther of the fame laden hither as per Bill of Lading for 6; Tun at yi, xiii, per Tun Hem paid Tengther of the fame laden hither as per Bill of Lading for 6; Tun at yi, xiii, per Tun Hem paid Tengther of the fame laden hither as per Bill of Lading for 6; Tun at yi, xiii, per Tun Hem paid Tengther of the fame laden hither as per Bill of Lading for 6; Tun at yi, xiii, per Tun Hem paid Tengther of the fame laden hither as per Bill of Lading for 6; Tun at yi, xiii, per Tun Hem paid Tengther of the fame laden hither as per Bill of Lading for 6; Tun at yi, xiii, per Tun Hem paid Tengther of the fame laden hither as per Bill of Lading for 6; Tun at yi, xiii, per Tun Hem paid Tengther of the fame laden hither as per Bill of Lading for 6; Tun at yi, xiii, xiii, xiiii, xiii, xiii, xiiii, xiii, xiii, x						H
Tenter 5, at xii] xii per Fother, comes to Item 5, o pecces of Lancalphire, Millain, Fuffians qi 37 yards 100 00 00 00 00 00 00 00 00 00 00 00 00	Hober 5	Received from John Blay in barter of the Cotton Wool 2 /. s. d. fold him 50 Piggs of Lead of 2 Notches weighing gross 81 01 09	1.	S.	D	-
The 12. Ditto. Received by confignation from Thomas Sweets Factors at St. Lucars 50 Bags of well-India Ginger in forts numbred from No 1 to 50, which come in the Lino of London, and for the which I have entred into Bond for the payment of the Excise. Paid Freight of the same laden hither as per Bill of Lading for 6; Tun at 1; v.u.j. per Tun Item paid Cuftom of the said 50 Bags weighing neat at the Cuftom-house (tare and the allowance of 5 per centum abated) 13000. furtle rated at 1.4 per Pound at five per centum of Ditto value More disburded in petties, as Lighterage, Cranage, Car- men and Porters The 6. November. Sold Divid Collis Grocer 17 baggs of Garbled Ginger for the value of jc xliji in ready Money at the weights and prices following, 7 Baggs of large Ginger neat 17C 0 qu. 1 at iiij ij per cent. Sold Divid Collis Grocer 17 baggs of Garbled Ginger for the value of jc xliji in ready Money at the weights and prices following, 7 Baggs of mall Ginger neat 19-2-0 at iiij xi - 68 to 00 2 Baggs of final Ginger and duft, weighing neat -66 to 00 2 Baggs of final Ginger and duft, weighing neat -66 to 00 2 Baggs of final Ginger and duft, weighing neat -66 to 00 2 Baggs of mall of this Bill of jc lxxji xij due the 16th of February next the sum of jc lxviij iij; ixi the rest being allowed for 3 Months rebate at 8 per centum simple Interest Bartered away with David Collis Grocer 10 Baggs of middle Ginger weighing neat 23C qu. 0 -14 at iij xij in Cambio for 47 Piggs of Lead, weight 7 Fother 4 c the value thus produced is lxxxiij v Bartered away with David Collis Grocer 10 Baggs of middle Ginger weighing neat 23C qu. 0 -14 at iij xij in Cambio for 47 Piggs of Lead, weight 7 Fother 4 c the value thus produced is lxxxiij v Bartered away with David Collis Grocer 10 Baggs of middle Ginger weighing neat 23C qu. 0 -14 at iij xij in Cambio for 47 Piggs of Lead, weight 7 Fother 4 c the value thus produced is lxxxiij v		7 Fother 1C. at xi ² , xi. per Fother, comes to Item 50 peeces of Laneashire, Millain, Fustians qt 37 yards a p ³ Incirca at 2 ¹ per p ³				
Received by confignation from Thomas Sweets Factors at St. Lacars 50 Bags of Well-India Ginger in forts numbred from N°1 to 50, which come in the Lion of Landon, and for the which I have entred into Bond for the payment of the Excile. Paid Freight of the fameladen hither as per Bill of Lading for 6; Tun at 1; viij; per Tun Rem paid Cufton of the said 50 Baggs weighing neat at the Custom-house (tare and the allowance of 5 per centum abated) 1 3000; suttle rated at 1: 4.4. per Pound at five per centum of Ditto value More disbursed in petties, as Lighterage, Cranage, Car-3 del oo oo for the near and Porters The 6. November. Sold David Collis Grocer 17 baggs of Garbled Ginger for the value of jc Winjin ready Money at the weights and prices following, 7 Baggs of large Ginger neat 17C o quill still still speecent. Sold David Collis Grocer 17 baggs of Garbled Ginger for the value of jc Winjin ready Money at the weights and prices following, 7 Baggs of smiddle Ginger neat 17C o quill still still speecent. Saggs of smiddle Ginger neat 19-2-0 at iij speecent. Saggs of speecent of the value of 17 Baggs abating viiji ij4 in the whole rest. Paid John Brown Grocer the sum of xiiji viji in full of his stirst Bill 13 or of February next the sum of jc Ixviiji iiiji ixi4 the rest being allowed for 3 Months rebate at 8 per centum simple Interest. Bartered away with David Collis Grocer 10 Baggs of middle Ginger Newighing neat 23C quillowed for 3 Months rebate at 8 per centum simple Interest. Bartered away with David Collis Grocer 10 Baggs of middle Ginger Newighing neat 23C quillowed for 3 Months rebate at 8 per centum simple Interest. Bartered away with David Collis Grocer 10 Baggs of middle Ginger Newighing neat 23C quillowed for 3 Months rebate at 8 per centum simple Interest.			181	08	0	3
Bags of west-India Ginger in forts numbred from No 1 to 50, which come in the Lion of London, and for the which I have entred into Bond for the payment of the Excise. Paid Freight of the same laden hither as per Bill of Lading for 6; Tun at iji. viiji. per Tun Item paid Custom of the said 50 Baggs weighing neat at the Custom-house (tare and the allowance of 5 per centum abated) 13000. suttle rated at 11.4 per Pound at five per centum of Ditto value More disbursed in petties, as Lighterage, Cranage, Car- and Porters The 6. November. Sold Divid Collia Grocer 17 baggs of Garbled Ginger for the value of jc xliji in ready Money at the weights and prices sollowing, 7 Baggs of said Ginger neat 1700 qui 71 at siiji 1ji per cent. Baggs of sinal Ginger and dust, weighing neat —60 of 18 of 19		The 12. Ditto.				
Paid Freight of the same laden hither as per Bill of Lading for 6½ Tun at ij. viij. per Tun Item paid Custom of the said 50 Baggs weighing neat at the Custom-house (tare and the allowance of 5 per centum abated) 13000. suite rated at 12.42 per Pound at five per centum of Ditto value More disbursed in petties, as Lighterage, Cranage, Car- men and Porters The 6. November. Sold Divid Collis Grocer 17 baggs of Garbled Ginger for the value of ic assigning in ready Money at the weights and prices following, 7 Baggs of large Ginger neat 19C o qui 71 at iiij ii per cent. 8 Baggs of middle Ginger neat 19-2-0 at iij ii per cent. 8 Baggs of middle Ginger neat 19-2-0 at iij ii per cent. 17 Baggs abating viij ij in the whole rest Paid John Brown Grocer the sum of xiij vij; in full of his sirst Bill 13 of per per centum function of its sirst being allowed for 3 months rebate at 8 per centum simple Interest Bartered away with David Collis Grocer to Baggs of middle Ginger weighing neat 23C qui 0 -14 at iij xij in Cambio for 47 Piggs of Lead, weight 7 Fother 4½C the value thus produced is saxxiij viii vii viim Cambio for 47 Piggs of Lead, weight 7 Fother 4½C the value thus produced is saxxiij viii viim and Cambio for 47 Piggs of Lead, weight 7 Fother 4½C the value thus produced is saxxiij viim size of the same and Porters for removing the said Lead from his?	12	Bags of west-India Ginger in sorts numbred from N° 1 to 50, which come in the Lion of London, and for the which I have entred into Bond for the		-		
abated) 13000. futtle rated at 13.44. per Pound at five per More disbursed in petties, as Lighterage, Cranage, Car- More disbursed in petties, as Lighterage, Cranage, Car- delta of the perturbation of Ditto value of men and Porters The 6. November. Sold Divid Collis Grocer 17 baggs of Garbled Ginger for the value of jc xlinj in ready Money at the weights and prices following, 7 Baggs of large Ginger neat 1700 qui 71 at iiij in per cent. 69 19 01 8 Baggs of middle Ginger neat 19-2-0 at iij in per cent. 69 19 01 8 Baggs of middle Ginger and dust, weighing neat —60 coqui 14 at 171 per centum 17 Baggs abating viij ij in the whole rest 143 00 00 143		Paid Freight of the same laden hither as per Bill of Lading for 6½ Tun at ij¹. viij². per Tun tem paid Custom of the said 50 Baggs weighing neat at				
Paid Garbling and Sorting the faid 50 Baggs of Ginger vjt. vt. 605 0 The 6. November. Sold Divid Collis Grocer 17 baggs of Garbled Ginger for the value of jc xlinjt in ready Money at the weights and prices following, 7 Baggs of large Ginger neat 170 0 qt. qt. tiijt ijr per cent. 69 19 01 8 Baggs of middle Ginger neat 19-2-0 at iijt ijr per cent. 69 19 01 68 05 00 2 Baggs of fmall Ginger and dust, weighing neat -60 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0		abated) 130001. suttle rated at 1s. 4d. per Pound at five per centum of Ditto value		1		
The 6. November. Sold Dsvid Collis Grocer 17 baggs of Garbled Ginger for the value of jC xlisj\ in ready Money at the weights and prices following, 7 Baggs of large Ginger neat 17C o qrs 7\ at iiij\ iy\ iy\ per cent.\ 68\ 05\ 00\ 2 Baggs of smiddle Ginger neat 19-2-0 at iij\ x\ 2 Baggs of smiddle Ginger and dust, weighing neat -6C\ 000\ 143\ 000\ 000\ 000\ 143\ 000\ 000\ 000\ 000\ 000\ 000\ 000\ 0		men and Porters	.6	IO	0) (
Sold D. vid Collis Grocer 17 baggs of Garbled Ginger for the value of jc xlitjl in ready Money at the weights and prices following, 7 Baggs of large Ginger neat 17C o qr 7 at iiijl ijr per cent. 8 Baggs of middle Ginger neat 19-2-0 at iijl xr	13	Paid Garbling and Sorting the faid 50 Baggs of Ginger vji. vs.		60	5.0	٥
7 Baggs of large Ginger neat 17C o q ¹² 7 ¹ at iiij ijs per cent. 8 Baggs of middle Ginger and dust, weighing neat —6C \ 2 Baggs of simall Ginger and dust, weighing neat —6C \ 3 OO \ 5 O4 OI \ 17 Baggs abating viij ijd in the whole rest — 143 OO OO 143 OO OO 143 OO OO 143 OO OO 143 OO OO 143 OO OO 143 OO OO 143 OO OO 143 OO OO OO OO OO OO OO OO OO OO OO OO OO	Novemb.6	Sold David Collis Grocer 17 baggs of Garbled Ginger for the value of				
Paid John Brown Grocer the fum of xiij\(\frac{vij}{vij}\) in full of his first Bill \\ \[\begin{align*} \begin{align*} \text{Paid John Brown Grocer the fum of xiij\(\frac{vij}{vij}\) in full of his first Bill \\ \begin{align*} \begin{align*} \text{Paid Baldwin Hodges in full of his Bill of jc \(lxxj\) xij\(\frac{v}{v}\) iij\(\frac{v}{v}\) iij\(\frac{v}{v}\) iij\(\frac{v}{v}\) iii\(\frac{v}{v}\) iiii\(v	St.	7 Baggs of large Ginger neat 17C o q ¹² 7 ¹ at iii iis per cent. 69 19 01 8 Baggs of middle Ginger neat 19-2-0 at iii x ¹² 68 05 00 2 Baggs of small Ginger and dust, weighing neat -6C \ 5 04 01				
Paid Baldwin Hodges in full of his Bill of jC lxxjl xij due the 16th of February next the fum of jC lxviij iiij ixd the rest being allowed for 3 Months rebate at 8 per centum simple Interest Bartered away with Dxvid Collis Grocer 10 Baggs of middle Ginger weighing neat 23C q o -14l at iij xij in Cambio for 47 Piggs of Lead, weight 7 Fother 4lC the value thus produced is lxxxiij v. Item, paid Carmen and Porters for removing the said Lead from his?		17 Baggs abating viij: ijd in the whole rest	14	3 0	0	Di
Bartered away with David Collis Grocer to Baggs of middle Ginger weighing neat 23C qrs 0 -141 at iij xij in Cambio for 47 Piggs of Lead, weight 7 Fother 42C the value thus produced is laxwij v. 1tem, paid Carmen and Porters for removing the faid Lead from his?	12	Paid John Brown Grocer the fum of xiij! vijs in full of his first Bill	1	3 0	7	0
weighing neat 23C qrs 0 141 at iij xij in Cambio for 47 Piggs of Lead, weight 7 Fother 41C the value thus produced is lxxxiij v	16	February next the sum of jC lxviij iiij ix the rest being allowed for 3	16	58 0	24	0
	28	weighing neat 23C qrs o -141 at iij1 xijs in Cambio for 47 Piggs of		33	25	C
				00	18	c

Wast-Book of a Question of Factorage.

		-	ı
The 12 December, 1649.	1,	g.	
Received out of the Ship Jonas, Thomas Weed Master, 20 Potacco's of	1 1		i
Spanish Tobacco which come home configned to me from Thomas Sweet	400		ı
Merchant at Sivill in Spain to sell for his account, and cost there as per a letter			ı
of advice 14000 Royals at 6 pence a Royal, and desires to have the same			İ
	350	00	ļ
rates fet upon them in this account, and is	3,0	-	ĺ
Paid Freight and Primage at 10s per Pottacco 10 00 00	- 0		ı
More paid Custom weighing neat there (tare 141 per Po-			ı
tacco, and the allowance of 5 per centum abated) 16741 futtle	50.		-
at 6 pence a pound is 41 17 00			ı
Item paid Lighterage, Carmen, Porters, and Charges as per			ı
particulars or o7 04			ĺ
	-		į
53 04 04	53	04	ı
F 771-T1	1		ı
Received from Jonas Kemp in full of jC xC1 which he now payes in?	1		
part of $ijC \times k^{l}$ not due till the 28 of March next the sum of $jC \times k \times k^{l}$	186	05	
part of the well have all a well in for a 200 where	100	,	
vs vjd the rest being allowed him for 3 M° rebate	1		
	11 7		
mt l m			
The tenth January.			
Sold Jam. Bendwidge 5 Potacco's of Spanish Tobacco weighing gross 4C	144	00	
2qrs 61 is suttle 5101 tare 601 treat 181 rests neat 4321 at vjs viijd the pound 5			
	140		
Received from James Bendwidge in barter of Spanish Tobacco fold him			
100 ps of Lancashire Osbrow Fustians at 11 per ps and stiiiji in ready mony is-	144	00	(
	4		
Sold Samuel Whit son 11 Potacco's of Spanish Tobacco weighing gross ?	2		
10C o q1.21 is suttle 11221 tare 141 per Potacco treat 371 rests neat 9311	325	17	(
and is at 7's a pound iijC xxv1 xvijs	-		
Sold him in payment of his Bill of jC xij1 iijs not due 'till the 14th March,	100		
Sold min in payment of his bin of je any not due this the 14th March,	100		
of the which he allows 2 Months rebate, (at 8 per centum simple Interest	100		
is $xxix^2 vj^4$) as likewise in payment of jC due to him the 16 of September	- 1		
past and not till now satisfied; and for the which he is to be allowed 4			
months forbearance at Ditto rate of 8 per centum, and is iji xiij's iiijd and			
moreover, he is to pay John Brown Grocer by affignment the sum of jc1, the	100		
foot of his account being xij1 xx j4 is accordingly received in ready money.	1		
	11 3		
	- 9		
Received of James Bendwidge in full of jc1 due upon his first Bill ever?	- 0		
fince the 14 September past, together with 4 Months forbearance of Ditto	102	13	0
fum at 8 per centum the fum of jC ij1 xiij5 iiij4			
tuillat o per census the functor just just any my	0 1		
Cald Tall of the annual of the Cald Tall of the Cald	- 1		
Sold John Laramore 4 Potacco's of Spanish Tobacco weight gross 3C	1 10		
3qr 81 is suttle 4081 tare 481 treat 141 rests neat 3461 at 6' 4d a pound	109	10	C
is abating j^2 iiij ^d in the whole jC ix i^2 x i^2			
Sold him in part of his Bill of iiclden the a stream of free 1 1 1			
Sold him in part of his Bill of ijc1 due the 29 September, for the which ?	5	6	C
paid him 4 months forbearance in ready money and is at 8 per centum —			
Item affigured him to receive from Tomas Par haid to the form of well as form	1000		
Item affigued him to receive from James Bendwidge the fum of xC1 xs for \ the which his Bill obligatory is accounted and is never become his Debtor.	90	10	C
the which his Bill obligatory is accepted, and is now become his Debtor 5			
	1		
	1	- 1	

Wast-Book of a Question of Factorage.

	VV alt-Book of a Question of Paciorage.		
Februa. 2	The 2 February, (1649.) Received from James Bendwidge in full of his second Bill of ijCi due the 28 October past, the sum of jC xiiji xs whereof iiiji is allowed for three Months forbearance of the said ijCi	i. 113	10
12	The 12th Ditto. Sold James Bendwidge 13 Baggs of large Ginger weighing grofs 32C? 1qt 14th tare 6th per Bagg refts neat 31C-2qts-22th iiijtijs the C weight—5 To pay John Davis Plummer lxixt xixs for 6 Fother of Lead being 42 Pigs already agreed for, and the reft to pay at 2 and 2 Mouths as per two Bills under his hand the one for 30th payable the 16 April, the other for as much payable the 16 June following.	129	19
14	The 14th Ditto. Received from John Davies Merchant the 42 Piggs of Lead agreed for, and he accordingly fatisfied at that value, and is More bought of John Terrell Merchant, for ready Money 180 /. 5. d. Piggs weight 25 Fother 15C 2qrs at xjl xijs per Fother, and colt ijc xcixl xs iijd abating the odd Groat refts299 10 00.	69	15
	tem paid Excise of 222 Piggs weight 31 Fother of 20C at vs per Fother More paid Custom of 319 Piggs shipt off and laden aboard the Swan bound for S' Lucars, and go configned as per Bill of Lading to Thomas Sweet, weight 44 Fother 18C 291 rated at 201 the fother of 20C, with Lighterage, Carmen, Porters & charges- 17 16 17 17 18 19 10 10 10 10 10 10 10 10 10		7 0:
Ditto 15	Drawn by the Principal Tho. Sweet per exchange from Sivill per his own Bills, payable at fight to Stephen Everton for the like value took up of his Factor in Spain, the sum of jc1, which I have accordingly fatisfied, having received a letter of Advice and Intimation to draw up the Account currant to fend along with the Goods———————————————————————————————————	100	o oc
T S.	Nem, paid for 12 Drumfatts Custom, Packing, and Charges of 300 ps of Fustiansshipt off in all the said 12 Fatts, numbred from N° 1 to 12, marked as per Margin and laden aboard the good Ship the Swan, Theodoro Jennings Master, configned as above, the sum paid is xxj xviij, the particulars being too large here to set down		1 181
	The Question propounded is to draw up an Account out of this wast Book to send along with the Goods, allowing Factorage or Provisions at per centum of all customable or exciseable Commodities sold or bought imported or shipt off and Cash paid Thomas Cunningham Broker of the bargain of Cotton Wooll sold John Blay Merchant at one Penny Half-penn in the Pound.	e y	

THE THIRD

QUESTION,

BEING

A QUESTION

O F

ACTORAGE.

The Analysis Journal and Leager of the said Question.

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I a mar a late technique in the

The Analysis or Directions to post the Factorage Question.

Of an Account Currant.

An Account Currant is that Account by which the Factor or Servant ballanceth with his A or Principal, in which Account the Principal or Owner is made Debtor for what sever he or ought to allow or is bought for his Account, and Creditor by all owing to him or to be a him good whether for debts standing out, or for the proceed of Goods sold, or otherwise, if faid to be Currant in relation to other Accounts this being the General Account, and those cular Accounts either of Goods bought or sold for his use, or of Debts owing by him due to him from others, of which Account take the Analysis following, being instanced in this Question.

Goods received by Confignation to fell for another mans Account.		
If not valued —	Dr	counts without any fum only expressing quantity W
If the Owner defires to have them valued in your Books according to an Account fent with them (which is more for information than any other use)	Dr Cr	and Measure. The Goods for their first Appraise
Charges on those Goods ———	Dr Cr	
	1/3	and Cash proper Creditor, when the Account is statthe Leidger.
Debts owing by the Principal -	Dr Cr	C. t. 'A
Money paid them for forbearance -	Dr Cr	AB His Account currant The contrary if M Cash received of Creditors
Interest allowed them on Ac-	Dr Cr	
If allowed the Owner on Account for forbearance	Dr Cr	The Parties. The Owner his Account currant
Sale of these goods	Dr Cr	Cash The Goods Goods fo bought The Buyers Cash Dr. the Good Dr. the Good
Upon Time	Dr Cr	The Buyers The Goods The Goods The Goods The Goods
		Many other varieties there are as in private Accour
Rebates on Goods fold	Dr Cr	
•		The contrary if allowed on Goods bought
		Ret

The Analysis, or directions to post the Factorage Question.

lebates on Money, or ? Jebts owing by the \$ incipal \$	Dr Cr	The party to whom due 7 The contrary on Mony The Principal his Account current 5 due to him.
Fovisions allowed you on those S	Dr Cr	The Goods ———— otherwise the Accounts being stated Cash if taken out — in the Leigder Cr Profit and Loss.
10se Goods full fold	Dr Cr	The Goods ————, For the neat Ploceed or Ballance The Account current? carried thither whether they be full fold or no, when the Account is to be Ballanced.
Brurns shipt off	Dr Cr	The Account currant———————————————————————————————————

To Ballance the Account.

	Dr Account currant Cr Cash for the Ballance remaining still in Chest
Dbts owing to the — — }	Dr Account currant Cr The parties indebted
fowing by him	Dr The parties Cr The Account current; which for conclusion will Ballance, and shews the state of the Question, what, and slow due, and whether in ready Money, or upon time.

But I raiber affect the drawing up of an Account of Ballance thus,

Dr Ballance
Cr Cash for the foot remaining in Chest
Cr The parties that are indebted
Again,
Dr The parties to whom the Principal is indebted
Cr Ballance
And to enter the Ballance of the Account currant accordingly on Debit or Credit as it falls, and for conclusion this Account will Ballance, and shews the state of the Question, what due to the Principal, or owing by him, and how? whether in ready Money, or Debts.

The other form of Ballancing is instanced already in the Account currant and Stock of the second colin, and is more intricate to proceed on in new Accounts, especially when there are Debts anding out both payable and receivable, and is not approvable in a Leidger where these Accounts stated amongst others, in which case all the Ballances are carried to the general Ballance, and reit is usual to add this Title, Cash or Goods for Account of such a man Debitor, &c.

'ı)	1	September the first, 1649.	1.	8.	i
		Journal to the former Wast Question.	3	1	
2 -0. L	Cr	Thomas Sweet his Account currant for the fum of jxC iiij1, xij2, and is for the Debts following owing by him at his going over into Spain, for the which I have engaged upon fecurity to me made before his departure. John Brown Grocer of London, due to him the 12 l. s. d. l. s. d. of November next coming jC xxx1, xvij5. ————————————————————————————————————			
3	Cr	Baldwin Hodges due to him the 16 February next coming } 171 1200 John Laramore due to him the 29th of this instant Month of September ijC.			
3	Cr	More due the 25^{th} March ensuing xL^1 . Samuel whitson due the 16^{th} instant jC^1 . More due the 14^{th} March following jC xij^1 . iij^2 . 10000 11203 90411200	904	12	
3		James Bendwidge owing by him the 17th of this instant September, jC xviji. vs. vjd. More owing by him due the 28 Ottober, following ijC. Jonas Kemp owing by him due the 28 of March next coming see or his obligation iiC xt.	200		
1	Cr	as per tills obligation / c w.c.		7 05	
4	Dr	Cotton Wool Received into my charge 32 Bags Barbado's weighing neat (tare 4 per centum abated) 75C 3q11 141, all marked T S and numbred from N° 1 to 32.	•		
2	Dr	Ginger Remaining in the Principals Warehouse 12 bags all in forts of the West-India ungarbled weighing neat (tare 6 pound per bag abated) 29C 2q ¹⁵ . all numbred from N° 17 to 28.			
<u>2</u>	- Di	The 9th September. Cash————————————————————————————————————	4	0 00	
4	D	Fustians Engs Manufacture, remaining in the Principal Warehouse 100 qo of Venetian Engs which are to be shipped off to his Factors or him self at S: Lucars.	O -		

2)	1	1 1 1 1 1 1 2 2	l.	8.	D.
		September 13th 1649. John Brown Grocer 7 For the sum of je xviji. xs. and is for 12 bags of	1		
:	Cr	Ginger ——— Ginger in forts ungarbled fold him upon 2 Months time in part of his first Bill of 1301. 173. not due till the 12 of November	-37		
		following, and weighed, viz.	- 1		
		C. qrs. 1. C. qrs. 1. N°.17 $2-2-00$ N°.28 $2-1-20$			
		20 2-1-27 26 2-2-07			
		$ \begin{array}{c ccccccccccccccccccccccccccccccccccc$			
		$ \begin{array}{cccccccccccccccccccccccccccccccccccc$			
		22 2 - 1 - 18 the 7 bags 17 - 1 - 17			
		21 2 - 1 - 27			
	1	total 30 - 0 - 02 7 bags weight 17 - 1 - 17 tare at 6 per bagoo - 2 - 16			
	1	Rests neat sold him at iiij per centum29 - 1 - 14 produceth	117	10	00
ı					
Ų.		September the xviij th .			1
	Dr	Cash ——— For the sum of xviji.vs.vjd.and is for so much received			
Ž.	Cr	James Bendwidge S from him in part of his first Bill of jC xvijl, v^s , v^j . now due, the rest being jC^1 . to stand out 4 Months upon simple Interest	17	05	06
		at 8 per centum, per annum			
N.					
		181			
ı					
۱	Dr	The 3 ^d October. John Blay Merchant For the sum of jC Lxxxj ¹ . viij ² . iij ² . and is for 32 2		ĺ	
1	Cr	Cotton Wool — Sbags Barbado's weighing neat (tare 101. per bag	181	راهم	
I		already abated) 75C-29rs 101. fold him at ij1. viijs. per Cent. whereof he	181		3
I	17	hath cleared the Excise, and produceth as above To make good the value of $Lxxx^1$, more or less in Lead at xj^1 , x^2 , the			
Ĭ.		Fother of 192C and jc1. more in Lancashire counterfeit Millain Fustians, at			
M		iji. per ps. and the rest in ready Money, of both which Commodities he is			
		to clear the Excise, and to deliver them free of all charges into the Ware-house.			
-		The state of the s		1	
	11	The 5th Ditto.			
1	Dr	Lead for the fum of $Lxxxj^1$. j^2 . jx^4 . and is for 50 pigs of $2 l$. $ s d$.			
1	13	2 Notches, weighing groß 7 Fother jC at xj1. x1. per Fother, 81 01 09			
4	Dr	Fustians English manufacture for the sum of jc1, and is for?			
	,	50 ps of Lancashire Millains containing Incirca 37 Yards a 100 00 00		1	
- Same		ps received in barter of Cotton Wool at 21. per ps. Cash for vjs. vjd. and is for so much received of John Blay in full			
1	Dr	to clear our truck or barter, being the ballance of his account — 00.06.06	- 1		
4	Cr	John Blay for the particulars by him made good as above -181 08.03	181	8 0	3
					-
1		H 2			
1	. 1		1		1

		3 3 5	400		
(1)		Thomas Of Am (1640)	1,	S.	1
(3)	D	The 12 of October, (1649.) Ginger 7 For the sum of 611. and is for several charges disbursed on 50		10	
2	Cr	Cash Sbags of West-India Ginger in sorts, all numbred from N° 1 to 50		ш	E
2	Cr	received out of the Lion of London which come configned to me from		2	B
		Thomas Sweet's Factors at St. Lucars, and for the which I have entred into		П	И
	1	Bond for the due payment of the Excise, and is as follows, l. s. d.		ш	ı,
		Daid fraight of the same as per Bill of I ading laden hither for ?			ı
100	7	61 Tun at 21. 8s. per Tun			1
		Item, paid Custom of the said 50 bags weighing netto at the			1
		Custom-house (tare and the allowance of 5 per centum)			ı
		abated) 13000. Hittle rated at 15. 44. per pound at 5-per			ı
80 4		More disbursed in petties, as Lighterage, Cranage, Carmen?			1
		and Porters, &c.			1
- 110		61 00.00	6.	100	
2 0			01	00	10
		The 30th October.	1	1	
2	Dr	Ginger ? For the fum of vj^1 . v^s , and is for so much paid garbling and sor-			1
2	Cr	Cash Sting of the said 50 bags of Ginger	6	5	1
NIE				1	1
3		The 6th November.			1
2		Cash ? For the sum of jc x Liij and is for 17 bags of garbled Ginger	36		1
2	Cr	Ginger Sold David Collis Grocer for ready money at the weights and			1
	1	prices following, whereof he hath cleared the Excise, viz. 1. s. d.	100	6	1
		7 Bags of large Ginger w ^t neat 17C-0q ¹⁵ -7 ¹ at iiij ¹ ij ⁵ per centum 6919 1 8 Bags of middle Ginger neat 19-2 at iij ¹ x ⁵ per centum 68 900	100		ı
		2 Bags of dust and small Ginger weighing neat —			۱
					ı
		Abating 8s 2d in the whole value rests	143	00	J
- 7					1
					ı
	In.	The 12th Ditto.		4	1
2	- E	John Brown Grocer? For the sum of xiij1, vijs. and is for so much paid?	200	i L	ı
2	Cr	Cain ——— Inim in full of his first Bill of 130. 175, now due.	13	07	I
	1	and the obligo cancelled is			1
			W.		
	1	The 16th November.	100		1
3	\int_{C}^{Dr}	Baldwin Hodges for the summ of jC Lxxj1. xijs.			1
I	Cr	Thomas Sweet his Account Currant for 3 Months rebate of 1. s. d. j. Lxxj ¹ . xij ² now paid him 3 M ² before-hand being not 2 3 7 3			1
	1	due till the 16 February and is at 8 per cent, simple Interest			
2	Cr	Cash paid the said Hodges in full of his said Bill 168 4 9			ı
		171 12 00	701	12	1
		11/11200	171	12	
		The 28th Ditto.			
4	Dr	Lead for the fumm of Lxxxiiij1, iij3, iiij4, and is for the cost and charges			
3 4	1	or 47 pigs received in barter of Ginger as follows.			
2	Cr	Ginger for the linn of Lxxxiii vs. and is for 10 bags of middle 1/. 15. 1d.	35		
100		Ginger wincat 23C-0q15-141 at injl. xijs per centum bartered			
100		away with David Collis Merchant and whole-fale Grocer 830500			
		for 47 pigs of Lead w ¹ 7 Fother ————————————————————————————————————			
2	Dr	Cash paid Carmen and Porters for removing from his House			
1		to the Ware-house \{\ 84\ 3\ 4\	84	03	4
-	1 0				

1		,	
4 4 2	Dr Cr	veral charges on 20 Potacco's of Spanil Tobacco which come home in the Ship Jonas, Thomas M ¹ configned to me from the Principal at S ² Lucars. Thomas Sweet his Account currant for the sum of Rials 14000 and is for the first costs and charges of the said Tobacco there as per advice from the Principal, who desires to have the same rates set on l. s. d. them in my Books, and is at 6 pence per Rial	•
		Paid Fraight and Primage 10 ² per Potacco ———————————————————————————————————	
2	Dr	The 28th December. Cash for the sum of jC Lxxxxyj, v^s , v^j , and is for so much received of Jonas Kemp in sull of jC xCl, which he now payes in in part of his Bill of ijC xLl, not due till the 28 of March ensuing, and for the which he is accordingly to be allowed rebate	
3	Cr	vjd. and is for 3 months rebate of jC xCl. paid in by Jonas Kemp not due till the 28 of March and is at 8 per centum simple Interest.	
3	Dr Cr	The 10th January. James Bendwidge For the sum of jC xLiiij ¹ , and is for 5 Potacco's fold Spanish Tobacco him w gross 4C-2qt'-6-1 is suttle 510! Tare 60! } Treat prograte of 41 per 104!) is 181 rests neat 4321 at vjs. viiijd. per 1. is— To pay xLiiij!, in hand and to deliver 100 ps of Lancashire Osbrow Fustians for the rest at 11. per ps	
4 2 3	Dr Dr Cr	brow's received in Barter of Tobacco at 1 per ps 100,00,00	

7	_	N			1, 1	8.	7
(5			The 15th Fanuary.		-	Ĭ
	3		Dr	Samuel whitson for the sum of iijc xxviji. vjs. vjd. and is for the parti-			
				culars following,		4	
	4	1	Cr	Spanish Tobacco for the sum of iijC xxv1. xvij*. and is for 11 Potacco's sold him weighing gross 10C oq 21 is suttle 11221. tare 141. per Potacco			а
				treat 371. rests neat 9311. and is at 75. a pound325 17'00			
	I	Ш	Cr	Thomas Sweet his Account currant for the sum of j'. jx'. vjd.			
		I		and is for 2 Months rebate of jC xij\lambda. iij\s. due to the faid \\ whitson the 14 of March next coming and now fatisfied afore-\rangle 10906			
				hand, and is at 8 per centum simple Interest			
				To make good to John Brown Grocer jc1. and the Ballance to 3270606 pay in ready Money.	327	06	01
				pay in ready intohogo	-11	P	
			1			D.	ı
			11	Ditto,		П	
	2		Dŗ		•	п	ı
				payment of from Samuel Whit son in full of a Bill for so much due to him yesterday passate and is		п	1
	I		Dr			U	ı
			1	iiijd. and is for so much to be made good to Samuel Whit son for	4 2	П	1
			1,	4 Months forbearance of jc'. due to him the 16 September past, and not satisfied till now, being at 8 per cent. simple Interest.		U	
	2		Dr	Cash for the sum of xij^1 , x^3 , ij^4 , and is for so much received		n	
_			1	in full from Samuel Whitfor to clear Accounts between us of 12 1002 all demands whatfoever		Ш	
	3		Cr		115	03	0
						u	
					100	U	
			Dr	The 18th January.		П	۱
-	3	_		Cash for the sum of jC ij^1 , $xiij^2$, $iiij^4$, and is for so much received as follows, James Bendwidge received of him payment of jC^1 , due upon his		u	
				first Bill due the 14 September past and continued at Interest—100000		n	
)		Cr	Thomas Sweet his Account currant received for 4 Months for- bearance of ditto fum at 8 per centum simple Interest the 2 1304	- 0	ı	
				fum of ij ¹ , xuj ⁵ , iiij ⁴ ,	-	ø	
		9		1102[13]04	102	13	0,
				•		M	
			D	The 29th January.			
-		3 1		Figure 17. John Laramoore for the sum of ijC^1 , and is for the particulars following, Spanish Tobacco, for the sum of jC jx^1 . x^2 . and is for 4 Potacco's w^1		1	
				gros 3C 3q ¹⁵ 81. is suttle 4081. tare 481.treat 141. rests neat 3461.at 65.4d.			
		_	10	a pound abating 15. 4d. in the whole James Bendwidge for the fum of xCl. x3. and is for his obliga-?			
		3	1	tion for so much made over and payable to John Laramoore 90 1000		1	П
	*			which he hath accepted and is now become his Dr.	200	0	Ot
				20000,00	200		
		I	D	Ditto. r Thomas Sweet his Account currant I for the fum of v1. vj2. viij4, and is I			
-	-	2		r Cash	_	06	Ci
				4 Months forbearance of ijC1. due the 29 of september past and is at	,		
				8 per centum simple Interest	N.		
						-	

Journal of the Factorage Question.

			-	-	_
5)		The 24 February.	1,	8. D.	1
3		James Bendwidge For the sum of iiij and is for three Thomas Sweet his Account current Months forbearance of ijC. due the 28 of October past, and not till now satisfied at the rate of 8 per centum simple Interest, is as before	4	00 00	
		Ditto,			ı
		Cash —— For the sum of jc xiij1. xs. and is for so much re->	* *\0	1000	ı
	Cr ·	James Bendwidge Sceived from him in full of his second Bill of ijc1, due the 28 of Ottober past, and sorbearance of the same is	,	10 00	
	Cr	The 12th Ditto. James Bendwidge For the sum of jC xxix1. xix2. and is for 13 bags of a Ginger large Ginger fold him w gross 32C 1qt. 141. tare 61.	129	19 00	
		To pay John Davis Merchant Lxix!. xixs. for 6 Fother of Lead being 42 pigs for the which I have already agreed and the rest at 2 and 2 Months as per two Bills under his hand, the one for 30!. payable 16th April, the other for as much payable the 16th June following	ę		
		The 14th Difto.	3		
	Dr	Lead for the sum of iiijC xxvij ¹ . j ² . vj ³ . and is for 222 pigs bought as follows, with several charges at shiping off	7		
	Cr	James Bendwidge for the sum of Lxix1. xix5. and is for 427 1. s. d.	ul o		
		pigs weighing 6 Fother of 19½C Incirca for the which he is to pay John Davis per agreement			
	Cr	Cass for the sum of iiijC Lvij¹. ij⁵. vj⁴. and is for so much disbursed on Lead as follows,			
		Bought of M. John Terrel Merchant 180 pigs weighing 25 Fother 15C 2qs at xj. xij. per Fother is ijC xCix. x. iij.			
		abating the odd Groat rests299-10-00 Item, paid Excise of 222 pigs wt 31 Fother of \ 7-15-00	3		
		20C at vs. per Fother	N B		
		aboard the Swan bound for S ^e Lucars and go config-(ned as per Bill of Lading to Thomas Sweet weighing (49-17-07)			
		44 Fother 18C 29" rated at 201, the Fother of 20C, 3	3-1		*
		42701,06	427	06	
		Ditto the 15 th .			
	Dr	Thomas Sweet his Account current for the sum of jc1. and is l. s. d.	7		
		for a Bill of Exchange drawn on me payable at fight to Stephen Everton for the like value took up of his Factor at Sivil, with a Letter of Advice and Intimation to draw up the Account			
	Dr.	currant and fend along with the Goods Fustians for the sum of xxj1. xviijs. and is for so,			
П		much paid cuftom, packing, and charges, of 300 ps shipt off in 12 Drumfats all numbred from N° 1			
		to 12 marked T S and laden aboard the Good Ship > 21'18'00 the Swan, Theodore Jennings Master, bound for	N A		
		St. Lucars all configned to the Owner the particulars being too large here to instance	9-1	1	
	Cr	Cash for the particulars paid out as above	121	8 00	

1	ĺ	To Ballance the former Account enter . 11. 15. 6	1. 1.	13	5. II.
	Dr	Ginger for Provision or Factorage at 2 per centum - 9090			1
	Dr	Cotton Wool for the said at ditto rate, & Brokerage at 1 1d. per 1. 4150			
_	Dr	Fustians for the said and is iiij1,			4
4	D. 1				
	וע	Lead for the said at ditto rate of 2 per centum 10 130			
		Tobacco for the faid at ditto rate			
	Cr	Cash taken out for Provisions as above 40:09 1	0 4	0	9
1		1000			
			10 10		
			100		
1			- 0		
		and the second of the second o			
			-		
		•			
	Dr	Ginger for the neat proceed of 52 bags fold - 396 190	6		
	Dr	Cotton Wool for the neat proceed of 32 bags fold	1	н	
- 1	D	spanish Tobacco for the neat gains of 20 Potacco's164110	0		
				0	
	Cr	Thomas Sweet his Account currant for the particulars above - 738,03	7 73	8	23 -
				1	
		The second secon		1	
				1	
				П	
			-	1	
				-1	
	Dr	Thomas Sweet his Account current for the sum of viijc	-	1	
		xxviij ¹ . xviij ⁵ . j ^d .		н	
	Cr	Fustians for the Ballance of that Account born to his Debit 225 180	00	н	
	Cr	Lead for the full costs and charges of 319 pigs shipt off		1	
	Ci	828180	-1 -	8	18 t
		1020100	,1 02	ľ	
		And the second second			
		A STATE OF THE RESERVE OF THE PARTY OF THE P			
			_	-	
(1)				П	
		Thomas Sweet his Account currant D	-		
1649.					17
Septem.	1	To John Brown Grocer due to him at 3 several payments			12
	-	To Balwin Hodges due to him the 16 February next	3 7		
	-	To John Laramoore due to him the 29th instant	- 20		00
	-	To the said due the 25th March ensuing	- 4		00
1	-	To Samuel Whit son due the 16th instant	- 10	0	00
		To the said more due the 14th of March following	_ 11	2	03 0
Decem.	1.0	To Jonas Kemp for 3 months rebate of jCxC1 now paid in before it be due		_	146
_	28	To sam. Whit for for 4 months forbearance of jc1 due to him in Sept. last		7	13 4
Januar.	15	To Same of the first to the state of the sta			06
	29	To Cash paid Joh. Laramoor for 4 M° forbearance of ijC1 due in Sept. last		71	00
Februa.	15	To the faid paid Steven Everton for a Bill of Exchange charged on me		٠,	
	Ŕ	To Fustians for the Ballance of that Account brought hither ———	4 22	7	18
	R	To Lead for the first costs and charges of 319 pigs shipt off	60	7 1	00
	R	To Ballance due to the Owner by foot of this acct born to fol. 1 and 5 -	_ 6	I	14/7
	I	Tank of the same o	190	6	19
			190	1	
				1	
				-1	
		Ballance of these Accounts Dr.			
	R	To James Bendwidge owing by him on the foot of his Account -	3 6	0	00
	R			- 1	00
				- 1	
	R	To cam for the Danance remaining in Chen		- 1	141
			19	I	14)7
		,			1

		8. 0							
	Ir	To draw up the Account of Ballance enter, Ballance for the fum of jC Lj ¹ . xiiij ³ . vij ⁴ .	1.	S.	d.	1.	1 8	. 0	0
	C	r James Bendwidge owing by him by foot of his Account —	60	00	00	1			
	C	r Jonas Kemp owing by him	50	00	00	11			
	C	r Cash for the Ballance remaining in Chest —————		14		1			1
		THE RESERVE OF THE PARTY OF THE	151			15	II	107	
		3.0				11		1	1
	-		-			14			-
	D	r Thomas Sweet his Account currant due to the Owner —	61	14	07				I
	D	r Fohn Brown for the Ballance owing him		00					l
	D	r John Brown for the Ballance owing him 7 John Laramoor for the Ballance owing to him	40	00	00				ı
	C		151	14	07	151	14	.07	l
							1	1	ı
	1	1.4							l
	1								
	1	This Account of Ballance shews the state of the Question; v	vhar	ftan	ıds				
	1	on Dr. side is due or owing to the Owner, and what on Cr. si	de is	due	to				
	1. 9	himself and owing by him to others.							
	0	To proceed in new Books, the Ballances (either of this of							
		counts) may be carried along (as is here done) without draw	ing	up	an				
		Account of Ballance or Journal parcels, or out of the Accou	nt of	B	al-				
		lance drawn up either with or without Journal parcels makin cels on Dr. fide Dr. to the Account currant, and the Accou				1 1 1	-		
		Dr. to the Creditors on Creditors fide.	IIL CI	alld	111				
		- The state of the							
	1								
4					_ .		-		
)				,					
		Per contra Thomas Sweet	(Cr.					
9.	I	By James Bendwidge owing by him due the 17 instant		1.	3	117	105	06	
	1	By the faid more owing not due till the 28 October following -	1	_	-	200	00	00	
	1	By Jonas Kemp owing by him due the 28 March, 1650.		-1-	-	240			
	9	By cash recd for a partable action in the Turky compe hands sold N	Ar Ho		2	250			
	16	By Balwin Hodges for 3 Morebate of his bill of jC Lxxj1 xij's now po	iid hi	m	3		07	03	
	12	By Spanish Tobacco for the 1 costs & charges of 20 Potacco's as p	per jo	u.	4	350			
ry	15	By Samuel Whitson for 3 Months rebate of 1121.35. now satisfic By Cash received of James Bendwidge for 4 M° forbearance of 3	iC^1		3		09	06	
	18	By James Bendwidge for 3 M^3 forbearance of ijC^1 .			3		00	00	
		By Ginger for the near proceed of 52 bags fold	-		2	396		06	
	R	By Cotton Wool for the neat proceed of 32 bags Barbado's —		- -	-	176	13		
	R	By spanish Tobacco for the neat gains of 20 Potacco's fold —		-	4	164	-		
11		C C Land Holl and to the most control of the land				1906	19	02	
	10			100		16	100	0	
1		the second of the part of the		1					
4					_ _			_	
	19 1	Pollongo Persutus	0		1	1			
	P	Ballance <i>Per contra</i> By <i>Thomas Sweet</i> his Account cu rrant due to him as in folio —	С			61	14	07	
		By John Brown Grocer due to him payable 25 March, 1650.			1 2	50		00	
	R	By John Larancor due to him payable 25 March ensuing 1650.			3 _	40		00	
						151;		07	
		I					1		
1	-	2)	1	1	1	,	

		Letager of the Factorage Question.				ш
1649.		Cash for Account of Thomas Sweet Dr.		1.	8.1	1
Sept.	I	To Thomas Sweet his account current received for a partable action or ?	ı	250		
	18	adventure in the Turky Companies hands fold M ^t William Hain				1
OEtob.	1	To Jam. Bendwidge rece in part of his first Bill the rest continued at Int. To John Blay received from him in full to clear a Barter	4	17	06	
Nov.	6	To Ginger received for 17 bags fold Dav. Collis Grocer as per Journal—	2	143	CO	4
Dec.	28	To Jonas Kemp received from him in full of jc xC1 3. Mo before it be due	3	186	05	
Fanuary	10	To James Bendwidge received of him to clear the barter of Tobacco -	-	44	00	2
	13	To Sam. Whit for received from him in full for the Ballance of his acct-		12	10	
	_	To James Bendwidge received from him in full of jC ¹ , due on his first Bill To Th. Sweets acc currant received for 4 M ² forbearance of the said jC ¹ .	1	100	00	,
Febr.	2	To Jans. Bendwidge received from him in full of his 2 dbill & forbearance	_	113	10	(
				869	ΙI	(
						п
						ı
						ľ
1649.	1	Ginger for Account of Thomas Sweet Dr			D.	ı
Sept.	Î	12 bags unfold remaining in the Ware-house 50 bags in forts received by confignation the 12 October			П	r
Octob.	12	To Cash paid freight, custom & charges of the said 50 bags as per Jour.	2	61	00	
	30	To the said paid garbling the said 50 bags	-	6		C
	 D	To Cash taken out for my Provisions at 2 per centum —————	2	9	09	C
	R	To Thomas Sweets account currant for the neat proceed of 52 bags fold	1	396	19	-
				473	14	C
						П
						П
1 1						П
100						Н
						П
	-				-	-
1649.		Cotton Wool 32 bags Barbado's neat 75C 3q11. 141. Dr				
Sept.	I	To Cash taken out for provisions at 2 per cent. & paid Brokerage at 1.1.	I	4	15	
100	R	To Thomas Sweet his Acct current for the neat proceed carried thither-	-	176	13	0
				181	08	n
						ш
						V
-		· ·				
	-			MIL	T	
1649.		John Brown Grocer Dr.				
Septem.	13	To Ginger for 12 bags ungarbled fold him in part of his first Bill for-	2	117	10	
Nov.	12	To Cash paid him in full of his first Bill	-	13		O O
January	15 R	To Samuel whit for his Bill obligatory accepted per affignment for- ToBallance due to him by conclude of this account born to folio 1 &5 th	3	50		
		· · · · · · · · · · · · · · · · · · ·		280		O
		2				
				41		

	-					
1549	1	Per contra Cash Cr.		11:	18.1	0
Tob			,	61		00
1000		By the faid paid garbling the faid 50 bags				
N.	130	Dr. Toles Pressed Part Sim in Gull of his End Pill		. 6		00
.00.	12	By John Brown Grocer paid him in full of his first Bill	2	13		00
itto	16	By Baldwin Hodges paid him in full of his Bill of jC Lxxj1. xijs.	3	168		09
-1-	28	By Lead paid Carmen and Porters for removing 47 pigs	4		18	04
,2C.	12	By Spanish Tobacco paid fraight, custom, and charges of 20 Potacco's	-	53	04	04
Hary	29	By Th. Sweets acc currant paid Joh. Laramoor for 4 M forbearance of ijc1	r	5		08
Ibr.	14.	T 1 11 1 0 0 1 1 1 T 10 0 1 1 1	4	357		06
Itto !		By Thomas Sweet his account currant paid a Bill of Exchange—		-	a p	- 1
1000	^,	By Entire a soid out on drumfate marking & share of	I	100	~ 3	00
	D	By Fustians paid custom, drumfats, packing, & charg. of 300 p'shipt off	4	2 I		20
- 1	R	By Gin. Cot. wool, & taken out for my provisions, as in Dr. fol. 2,2,4,4,4	-	40	09 1	10
	K	By Ballance remaining in cheft born to fol. 1 and 5	-	41	140	7
				869		00
		The state of the s	- 1			
		the first two controls to the control of the contro		1 5		
10		A THE RESIDENCE AND ADDRESS OF THE PARTY OF		T.		
	20			JE 9		- }
	-		-		- -	
128				18		
69.		Ginger per contra Cr.				1
Sit.	13	By John Brown for 12 bag.in forts wineat 29C 19 14 fold him at 4 cent	2	117	100	00
- 10	ш	bags large neat 17C-0q15-71 at iiij1 ijs per centum-				
		8 bags middle neat 19C-2qts-01 at iij1 xs per centum-	-	100		1
		2 bags small & dust w 6C-oq 1-141 at xvijs per cent.				
	6	By cash received of — Dav. Collis Grocer for the said 3 parcels fold him-	2			
1	- 0	Dy cam received of _ Dav. Cours Grocer for the faid 3 parcels fold him -	-	- 143	00 0	
	20	By Lead for to bags middle bartered away for 47 pig.as per Jour.	4		05 0	0
	12	By Ja. Bendwidg for 13 bags of large Ginger w' neat 31C 29 22 fold for	3	129	190	00
100	R	Remaining unfold 10 bags large Ginger w' neat 24C-19t Incirca		473	14 0	0
ш		62 bags		173	1	
	ш	£ 1	-	346		-
300	ш	The same of the sa				
100			-1			
- 10			- 1			
		1 7		111		
			_1.			
149.		Cotton Wool for account of Thomas Sweet . Cr.	н			
ob.	3		4	181	080	2
	7	This under weight loft by allowance of ji. per draught 192-41—.	7			2
		I his under weight fort by anowance of J. per draught 14-4-			14.	
		lir , the following the second of		2010		
					11	
0.0						
	1				2	
	-		- -		- -	-
100		Pay centre T. L. Turner	1			
79.		Per contra John Brown Cr.			-	
1773.	I	By Thomas Sweet his Account current owing by him due the 12 Nov.	1	130	17 00	0
-		By the faid more due the 14 January following	-	100	00 00	0
		By the faid due the 25 March next coming	-		00 00	
			4	0		-
		Market and the second of the second of the		200	17/00	1
	V	The state of the s		4		1
		A STATE OF THE PARTY OF THE PAR	1	18 2		
		NAT TO SERVICE STATE OF THE PARTY OF THE PAR				
		I 2				
	-	William Inc.		3		1
1.						1
			1			

100		Desire of the Later age Zite prome			
(3)	1	A STATE OF THE PARTY OF THE PAR		1.	g. 1
1649.		Baldwin Hodges Dr.		11.	ij
Nov.	16	To 7ho. Sweet his Account current for 3 Months rebate of the Debt	1	2	0715
100	_	now fatisfied	2	168	0419
	-	To came parameter of the same and	Ē	171	12.0
		AND THE RESERVE TO STREET			
		The state of the s	E		
			Ь		
20,0		The state of the s	h		
12	-		-	-	
1649.		John Laramoore Dr.		0.0	
January	29	To Spanish Tobacco for 4 Potacco's sold him for	4	109	IO
	R	To James Bendwidge for an affignment accepted and made over and is- To ballance due to him by conclude of this account born to fol. 1 & 5-	3	90	00
	1	To barrance due to fillif by conclude of this account born to for. I & 3-		240	00
				340	
		THE RESIDENCE OF THE PARTY OF T	4	ALC:	п
3 0				G#	п
100				85	п
	_	1. 1. 1	-		-
1649.		Samuel Whit fon Dr.		E 3	П
Fanuary	15	To Spanish Tobacco for 11 Potacco's weighing neat 9211. at 75. per 1.		53113	
		fold him is	4	325	17
		To Thomas Sweet his Account current for 3 Months rebate of the fecond Bill now fatisfied	1	I	09
100	T	Now included	11	227	06
100			11	327	UU
			П		П
		The second second second			
1	_	A la la la la la la la la la la la la la	4		-
		Jonas Kemp Dr.	7		
1649. Sept.	I	To Tho. Sweet his Account currant owing as per Bill obligatory, due		20.5	
Jej.		the 28 March.	1	240	00
	1		1		
	U				
H-N	X-				п
156			0		
	+		-		-
1649.	15	James Bendwidge Dr.		Part.	
Sept.	I	To The. Sweet his Account currant owing to him due the 17 instant -	1	117	
January	10	To the faid more due the 28 October following To Spanish Tobacco for 5 Potacco's fold him to pay as per Journal	4	200 144	00
Febr.	2	To Thomas Sweets Account currant for 3 Months forbearance of ijc1	I	4	00
	12	To Ginger for 13 bags of large fold him to pay at 2 and 2 Months—	2	129	19
1 10	1			595	04
				100	

-			-			
	1	1/11		1 1.	18	1 D:1
10 M			1			
1649		Baldwin Hodges Per contra Cr.		200		1 1
Sept.	I	By Tho, Sweet his Account current owing by him due the 16 February-	1	TŻİ	12	00
sep.	1.			17	1	100
	1	transfer and the second of the	1	6715	100	
	1	The state of the s				
			100	100		1
		to 4 Administration of the same		W		
		1 1 1 1 2 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	13			1 1
		All the second s		100		1 1
	1					1 1
	119					1 1
						1 1
100	1	N N		1	1	
	-				-	
					D	
1610	1	John Laramoore Cr.		100	0	
1649.	-		1	200	00	00
seps.	1		•			
		By the said more owing not due till the 25th March following		40	00	00
	•	A CONTRACTOR OF THE PARTY OF TH		240	00	00
1100					-	00
300		t making the state of the state	O.	2576		
3 96				19 1		
					1	
					1	
						-
				100	2	
						4
						-1
		Samuel Vhit son Cr.		20.1		
649.						
ept.		By Tho. Sweet his Account currant owing by him due the 16 instant -	İ	100	00	00
	1	By the said more owing due the 14 March ensuing	_	112	03	00
muary	15	By John Brown Grocer for an affignment made over payable to ditto -	2	100	00	00
Jonary		By Thomas Sweet his Account currant for 4 Months forbearance of ic1.				
			1	2	13	04
	-	By Cash received from him in full for the foot of this Account —	2	12	10	02
A 100				327	06	06
1100	•			5~1		90
		The state of the s	0			
		1/2 - to the same of the same				
					7	
100						
	-		-	444	-	
		25 1 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2			13	
649.		Jonas Kemp	-01	-36		
Dec.	28	By Thomas Sweet his Account current for 3 Months rebate of jc xC1	-1	70	1	
100		paid in before it be due	I	3	14	06
		Par Cash received from him in full of ic rel	2	186	_	
	-	By Cash received from him in full of jcxcl.		100	05	06
	R	By Ballance owing by him by foot of this Account due 28 March				
		born to fol. 1,5		50	00	00
				240	00	00
TV.		11		240	00	30
						1
			_		-	-
610		James Bendwidge Cr:	-			1
649.			-	17	25	06
ept.	17		2		2.00	
Fritary!	10	By Fustians for 100 peices of Lancashire Osbrows bought of him -	4	100	-	90
	_	By Cash received from him to clear the barter of Tobacco	2	. 44	00	00
1	.0	By the faid received from him in full of his first Bill	_	100	00	00
100			11		10	00
itto.	29	By John Laramoore for an affignment made over payable to him	3			
ebr.	2	By Cash paid in by him in full of his second Bill and sorbearance thereof	2	113	10	00
18.00		By Lead for 42 pigs the value payable by him, in part of Ginger fold is-	4	69	19	00
	P	By Ballance owing by him payable at 2 and 2 Months - 1, -5		60	00	00
	1	by Danance Owing by Inini payable at 2 and 2 Months - 1, -)				26
				595	04	06

Letuger of the Passorage Zacistons								
(4) 1649. Sept. Octob. January	2	Fustians Eng. Manufacture for Account of Thomas Sweet Dr. 100 ps. Venet. counterfeit for exportation remaining in the Warehouse To John Blay for 50 ps Lancashire Millains at 21. per ps To James Bendwidge for 100 ps of Lancashire Osbrow's bought at 11 per ps To Cash paid for 12 Drumsats, Custom, Packing, and Charges To the said taken out for my Provisions at 2 per centum	4 3 2 2	100 0 100 0 21 1 4 0	0 00 0			
1649. Octob.	3	John Blay Merchant Dr. To Cotton Wool for 12 bags Barbado's fold him as per Journal for —	2	181	58	0		
		Lead for Account of Thomas Sweet Dr.						
1649. Octob. Novem.	5 28 -	To John Blay Merchant for— To Ginger for— for 10 bags of middle ginger To cash paid carmen & porters To James Bendmidge for— To Cash paid for— To the said paid Excise for— To the said paid custom, &c. of 319 pigs shipt off as per Journal— To the said taken out for my Provisions at 2 per centum—	2	7 49 10	05 18 19 10 15 17	100000001		
		Spanish Tobacco for Account of Thomas Sweet Dr.		603	-	0 1		
Decem.		20 Potacco's received by Confignation To The. Sweet his acc current for the first cost & charg.as per his letter To Cash paid freight, custom and charges as per Journal To the said taken out for my provisions at 2 per centum	2	53	04 11	000010		

		Letinger of the 2 motoringe 2 mojeton.				
7 1	R	Fustians Per contra Cr. By Thomas Sweets Account currant for the Ballance carried thither—	İ	225	18	1
у. b.	5	Fohn Blay Cr. By Lead for 50 pigs w ^e 7 Fother jC received in barter of Cotton wool- By Fustians for 50 p ^s of Lancashire Millains at 2 ¹ . per p ^s . By Cash received from him in full to clear the Truck	4 - 2	81 100 000 181	00	00 06 03
	`			•		
	_ R	Lead Cr. By Thomas Sweets Account current for the 1 costs and charges of the said 319 pigs Shipt off	_ 1	603	-00	01
.9.		Spanifb Tobacco Cr. By Ja. Bendwidge for 5 [Potacco's fold w ¹ neat 432 ¹ , at vj ² , viij ³ , per ¹ .		144	-	00
	15	By Sam. Whit fon for 11 Potacco's fold him neat 9311, at vij. a1. By Joh. Laramoor for 4 Potacco's fold him neat 3461, for the value of 20 Potacco's neat ————————————————————————————————————	3 -	325 109 579	17	00
		-				

	Tem Deruger of the Lucionage Questions.		- 1	
-	The Account removed to new Folio's to begin again will stand thus,		1.	g.
17	Ginger 10 bags large remaining unfold as in folio (2)	2		
	To Ballance owing by him as in folio 3 brought hither	_	60	00
<u>.</u>	The Table 1			
	Jonas Kemp Dr. R To Ballance owing by him brought from fol. 3 ^d due 28 March, 1650.	3	50	00
1649.	Cash for Account of Thomas Sweet Dr. To Ballance remaining in Chest brought from solio	2	41	14
-	C.			
	2, -1 19 19621			Ī

New Leidger of the l	Factorage Question.			
			1	S. D.
		1		

	_	<u> </u>	_		_	_
				,		
	_		_		_	-
					-	-
9.	R	John Brown Grocer Cr. By Ballance due to him payable the 25 March brought from folio——	2	50	00	00
0.	R	Fohn Laramoor Cr. By Ballance due to him payable the 25 March brought from folio	3	40	00	00
	R	Thomas Sweet his Account currant Cr. By Ballance brought from folio 1 and here placed to Account K	1	61	- -	07
	-					

	-	New rings of the A Enny London.	
1.			
7-1-4			

推供证证证证证证证证证证证证证证证证证证证证证证证证证证证证证证证

THE FOURTH

QUESTION,

BEING

A QUESTION

OF

A Ships FREIGHTMENT

WITH

INSTRUCTIONS
To keep Ship Accounts.

THOR IN

QUESTION. A QUESTION

Ships FREIGHTMENT

WE FILL I TEGENS

Lo teep Ship Accounts

Option to the later of the late

Instructions to keep Ship Accounts.

Instructions to keep Ship Accounts.

THE Books necessary to this purpose area Note or Pocket Book, a Book of the Ships Expence, Charge or Disburlements, of which I shall now speak, a Book of Mariners Wages, of the Book of the Ships Disburfements. nd a Freight Book.

This Book I advise to be kept in Folio, with two or sometimes three Columns for the conversion d reduction of feveral Coins; out of the Note-Book into this Book are to be entred (as often as ed requires) continually Page after Page, all common Disbursements for the Ships use, which if ou think fit may be born over from Leaf to Leaf, or the Sums of these several Folio's may be added gether in one Page on Debitor fide at the end of the Book, as likewife all that the Ship hath ade for Freight or otherwise, there brought to Account on Creditor side, and the Account Balliced up, before the doing whereof the Mariners Wages is to be entred out of the Book of Wages, thereof we come next to tpeak; but observe by the way, that Carpenters and Caulkers work, and lls for Provision and Furniture, being Numbred or Lettered, may be entred into one Line in the sips Book with reference thereto.

Of the Book of Mariners Wages.

This Book may be kept in Folio, every man having a particular Account of Debitor and Creditor, th an Alphabet or Kalendar at the end of the fame, shewing in what Folio his Account is so ced (both Pages being accounted but one Folio) wherein he is to be made Debitor for all paid or thim (or for dead Mens Goods if he Buys any) and Creditor by the Ship for as much time and lary as he ferved for, Ballancing with him every Pay day, he subscribing his Name as a Receipt, If or the fatisfaction of the Owners, and when any man is discharged, to enter another in his m, and at the end of the Voyage, or as often as you Ballance the Ships Books (which some do very Port, being a prudential course in respect of Mortality, and so carry the Ballance forward in Port to Port) all the Wages so paid them is to be transferred out of this Book, with relation reto, into the Book of the Ships Disbursements.

To Sell Dead Mens Clothes.

The usual course hath been first to take an Inventory, and afterwards to sell at the Mast (by three ves, Who gives most) but the readiest course is to bring them up upon the Deck, and there immetely to fell them, keeping an Account of their Appraisement or value, which said Account may Subscribed by some of the Ships company, as also with an attestation concerning the Goods left, lany; this Account is afterwards to be Posted to every mans Debt that Buys, and to the parties edit deceased, in the Book of Mariners Wages above-mentioned.

To Examin Ships Accounts.

The Book of mens Wages clears all Disbursements of that nature, for Victuals they make an dract of the charge of Meat, Bread, Drink, &c. and according to the quantity of the men comprete fame with 1 pound per man a Month, or with the rate of Victuals in England, with caution ddue regard of Extraordinary Labours, or extraordinary dear rates paid for the same, granting competent allowance to the Cabbin and fick Men; other grand disbursements for Ships necessaries my be cleared by Receipts for the same.

The Form of a Freight-Book.

\$		The Form of a Freight-Book.			
		•	*	3	1:
		The Form of a Freight-Book.			4
	100	The Xth ditto laden by James Williams and go configned to	800	00	1
IW, N°7	I	Chest marked as in the Margin, and is to pay Freight - \}	12	co	
IW N° 7, 8, 11,	5	Bales of Cloth to pay Freight \$ 10 per Bale	50	00	-
	Ŧ	The xjw. Ditto laden by the said, and go configned to Morgan Read Consul.			
N° 13,7,5,6, 8,9,10,12,15,17.	10	Hogs-heads of Coppris to pay Freight \$ 5 per h'h'? numbred as in the Margin \$\$	50	00	
	116	Sum \$	912	00	1
		Sometimes these Accounts are to be kept with double			
		Columns for conversion of Torrein Coins.			
		- 0 00			
					-
	The Form of a Freight-Book. Brought from the other fide The xth ditto laden by James williams and go configned to H. Barnslie of Livorn. Chest marked as in the Margin, and is to pay Freight Ditto laden by the said, consigned as above. Bales of Cloth to pay Freight \$ 10 per Bale The xjw. Ditto laden by the said, and go consigned to Morgan Read Consul. Hogs-heads of Coppris to pay Freight \$ 5 per h'h'; numbred as in the Margin Peeces of Goods Sum \$				
					-
			`		
-11					
		The same of the same of			
		•			

A Fictions Wast Question of a Ships Freightment.

		A Fictions Wast Question of a Ships Freightment.			
Ann	1	A Fictious Wast Question of a Ship's Freightment.	1.1.	B	. D.
165 I Dec.		William Brown The Owners of the Ship Neptune whose names and Humphrey Barnes Thomas Tennings Thomas Jennings T	59	7 12	
		The state of the s			
		At several times he received from the several partners these sums following. From William Brown jC xCviij1. From Humphey Barnes jC L1. From Thomas Jennings xLix1. From James Williams jC L1.	†		
1		547,00,00	547	7 00	00
		Three of these Owners, namely, "John Collins, Humphrey Barnes, James Williams, contract with the rest to Freight and employ the said Ship each; on a Voyage to Leghorn and Scandaroon for eight Months certain, or ten Months uncertain, at Three Hundred and Seventy Pounds a Month.		O. Mar. Phys. Media Device - At line - spr. Addressed	
ebr.	12		1 220	08	00
ırch	2,4	return are not placed to account in the Ships Books, and there- 612 00 00 fore entred here, the value was # vjc xij at Ditto rate # 9	,	18	
				The state of the s	
nno	•				
52. pt.	17	The Ship returning to <i>Livorne</i> the Voyage before the was delivered proved 9 Months, 5 Days long, at 30 Days per Month, under pay of the Freighters at 370 ¹ . a Month, who in the <i>Interim</i> Laded and employed her each \(\frac{1}{3}\) Tonnage, with stocks of their own.			
		And now the Owners agreed joyntly to let out the said Ship, and a Stock of Fifty Thousand Dollers to the Turky Company, upon Cambio Maritimo or Bottomree to lade Currance at Zaunt at viper Tonn Freight, and the Stock to be repaid again at the delivery of the Currance at 6 Shil-		Colonia Colonia An	
br.	14	lings the Doller. The Ship took in 450 Tonns of Currance at Zaunt there Laden by 7	2250	00	00
	I				
		(TY TO TO THE L.			

A Fictions Wast Question of a Ships Freightment.

		A Fictious VV ast Question of a Ships Freightment.			
652.		The Master having spare room likewise, laded 7 Tonns upon his own	l.	ø.	D.
Febr.	14	Account and Adventure to pay 51. per Tonn Freight	35	00	00
		Item, passing by Livern he there took in several peece Goods, the whole were to pay \$\mathbb{F}\$ 150 Freight which he receives at home at iiij vojd per Doll.	33	15	00
	28	To pay off the Mariners he receives from the Turky Company in part ij M ² pounds	2000	00	00
Aarch,	2	He renders the Owners an Account of the value of three Thousand and Eleven Pounds, disbursed on the Ship in the term of the Voyage —	3011	00	00
		Item, an Account of Lxxj!. ij:. Sterling still due to dead mens Friends, which he is to be allowed, and undertaketh to pay upon lawful demands-	71	02	00
		The Owners desire him to set the Ship to Sea again, and conclude to come to Account, and pay their Proportions when they Ballance the Accounts, whereupon he disburies for her Careening and other necessaries as per Account iiijc xcviji. iiji.	497	03	00
		Item, there is still due to several Trades-men for Provisions taken up by Bills iiijC xiij1, xviji	413	17	00
		Item, there is due to Humfrey Barnes for Port of Letters and Charges at meetings, which the Ship is to allow iij1, iij4.	03	00	03
		More that the Freighters are to allow	02	00	00
	24	The Ship being liked of by the State, they buy her, being val. at iij M. L.	3050	00	ОС
		Whereof per the consent of the Owners, the Treasurers of the Navy pay william Brown One Thousand pound down in hand Whereof he is to be Accountable to the rest for their Parts, when the Accounts are Ballanced.	1000	00	oc
		Item, the Commissioners of the Navy out of the value of the said ship have contracted to pay the several Creditors or Trades-men for their Provisions, amounting to Four Hundred and Thirteen Pounds Seventeen Shillings, from whom they are to demand satisfaction	413	17	oc
		One of the Owners, viz. James williams being a Royallist, the Parliament have Sequestred his part of the Ships Appraisement (the value of the Provisions first deducted out of the whole) and is	659	00	os
		Item, his a part of 250! still due from the Turky Company is attached and condemned in their hands for Debts owing————————————————————————————————————	62	10	00
		The Question proposed is, to have an Account of these Transactions stated, and having drawn the same to a Ballance, to make an exact division of the Debts standing out, and of the 1000! received per William Brown, according to each Owners Interest and suitable to the justice and equity of the Account, that oach Owner may know what he hath to pay or receive, and to or from whom, to avoid Law controversies and Arbitrations without allowance of any Interest			

Journal parcels to the said Ship Question.

		John Mary Parison Town Control of the Control of th	I.	S.:	<u></u>
	1	Journal parcels to the said Ship Question.	1	1	1
1.		December the 12th Anno 1651. l. s. d.			1
2	Dr	William Brown for the fum of jC xCix1, iiijs, and is for 1 of vC \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	1	2 200	
ь.	10.	jxCviji. xiji. the Ships charge in letting out		į.	
2	Dr	Humphrey Barnes for his a of the faid jC & Lia! viijs1490800 James Williams for his a of the faid1490800		1000	
2	Dr	Thomas Jennings for his 7 of the said 49 1600		The state of the s	:
I	Dr	John Collins for his 12 of the said 49 1600			1
I	Cr	Ship Neptune for the particulars above	, 597	Iz	, `
				di aporti	
				That's edge	1
					1 400
	T .	Ditto.			
1	Dr —	John Collins Commander of the said Ship for the sum of vc xLvij. and is for so much received by him at times of the several Owners towards			
	П	fetting out the faid Ship.			
2	Cr	William Brown received of him jc xcviij1198 00 00			
2	Cr	Humphrey Barnes received of him jC L1150 00 00			
2	Cr	James Williams received of him jc L1500000 Thomas Jennings received of him xLix1490000			
2	Cr	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	~ 4-		
6		1)4/100/00	747	00 0	0
ķ.	D.,	Ship Meture) For the fum of green with and is for so much by him?			
-	Cr.	Ship Netune ? For the sum of vC xCvij1. xijs. and is for so much by him? John Collins S disbursed to set the said Ship to Sea as per his Accounts de-	597	12 0	
	C,	livered in to the Owners —			1
		Theresales are the second of t			
		The property of the said of many			
	Я	February the 12th	aul .		
	Dr	John Collins for the sum of ijc xciiij1. xvjs. viij4.			
2	$\overline{\mathbf{C}}_{\mathbf{r}}$	Humphrey Barnes for the fum of Lxxiii, ixs. iiiid, and is for			
		his; part of \$ 912 outward Freight to Livern at iiij. x4.			
W	Cr	Fames Williams for his 3 part of the said	- 11		
12	\C\	The other : appropriates to John Collins, and therefore not pla-			
Will.		ced to Account			
I	Cr	Ship Neptune for the Sum of jc xLvij ¹ . xviij ² . and is for \$612 } by him received for Ships necessaries sold at Livorn	20		
		M (I .	2.01	16	28
		the second of th	-27	1	
		Presentation of the results of the r	100		
		11.77.1	-		
		The xxiiijth of March	0.00	_	
1	Dr	John Collins for the fum of xxxiii. vis. viijd and is for 1 of \$ 200 1	-7	-	
		freight made of Jews goods to Scandaroon at v. per Doller			
2	Cr	Humphrey Barnes for his 1 part thereof \$ 661 is 161304 James Williams for his 3 part \$ 661 1304			
		4 111 3 3	3	1	
	10	- con 13 1 1 1 1 1 1 1 1 1 2 1 1 1 1 2 1 1 2 1 1 2 1 1 2 1	33	06	28
1		Lord & Coath fine and you			
4	1		1	1	1

Journal parcels to the Said Ship Question.

-			-		-
(2)		The 17 September, (1652.)	1,	5.	
1	Dr	John Collins for the fum of $jM^{a}jC xxx^{1}xj^{2}$, j^{d} , and is for his $\frac{1}{3}$ of $ l $, $ s $, $ d $.			ŀ
	-	9 Months, 5 Dayes, Freightment at 3701. per Month - 113011 01			
2	Dr	Humphrey Barnes for his ; of the faid Freight - 113011 01			1
2		James williams for his 3 of the faid Freight			·
I	Cr	Ship Neptune for her Freightment due as above3391 13 03	3391	13	1
	_		Mo		ı
		February 14th			ı
2	Dr	Turky Company 7 For the sum of ijM ijC L1. and is for Freight of 450			ı
1	Cr	Ship Neptune STonn of Currance from Zaunt home at v1. per Tonn	2250	00	l
	_				I
		Ditto.	-		ľ
I	Dr	John Collins Ship Neptune For the fum of Laviij. 2011, and is for these particulars,	100		ľ
1	Cr	Ship Neptune Stor the fam of 220019 . We and is for their particulars,			١
		For Freight of 7 Tonn of Currance upon his own Account			1
		at v ¹ . per Tonn 35 00 00 Item, for Freight of peece Goods from Livorn \$\mathbb{E}\$ 150 received			1
		at iiijs. vjd. per Dollar			1
		6815,00	68	15	1
			O.D		1
					i
ĭ	Dr	John Collins For the sum of ijM Pounds, and is for so much recei-	- 1		i
2	Cr	Turky Company ved by him from them in part to pay off the Mariners-	2000		
		· · · · · · · · · · · · · · · · · · ·	2000	100	1
					I
	D.	Chinary Front Conference of the Conference of th			١
I		Ship Neptune 7 For the fum of Ma vC Lxxix1, vs. and is for these parti- John Collins Sculars following;	- 5		١
I	CI	Disbursed abroad the whole term of the Voyage ————————————————————————————————————			1
		For so much still due to dead Mens Wages which he under-	- 1		ı
		takes to satisfie Lxxj ¹ . ij ⁵ . 71 02 00	1		1
		Disburfed to set the Ship to Sea again ————————————————————————————————————			1
		1357905100	3579	05	1
	-				1
		Ditto.	24		1
1	Dr	Ship Neptune For the sum of iiijC xiij1. xvijs. and is			1
2	Cr	Account of several Tradesmen for so much due to them for Provisions	111		-
		taken up for the use of the said Ship	413	17	1
	-		1		1
		Ditto.	1		1
I	Dr	Ship Neptune for the sum of iij1. iijd. and is for for so much			-
	1	disburfed in Port of Letters and Meetings 03 00 03	1		1
2	Dr	James williams for his \(\frac{1}{2} \) of \(ij^1 \). fo disburfed to be born by the three Freighters, and is \(xiij^1 \). \(iiij^4 \).	1		1
I	Dr	folm Collins for his; part of the faid	1		1
- 2	Cr	Humphrey Barnes for the Particulars above 04 06 11	04	06	
2 16		041001.	04	100	1
	-	1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 -	UN VO		-
W 1	lp.	Parliament 7 For the sum of iij Mo L. and is for the sull value and	17 13		1
3	- C	Ship Neptine Sappraisement of the said Ship; which the Commission	3050	00	
- 1	101	ners of the Navy have bought for publick service	30,0	1	1
			1 1		1
				4	

Journal parcels to the said Ship Question.

1	i		11.	18.10	1.1
1	-	The xxiiijth March, 1652. l. s. d		-	1
2	D.		1		1
	1	for so much received by him from the Treasurers of the 100000	0		1
	1.	[Navy, per order of the Committee in part of the Ships value]			1
2	Di	Account of feveral Trades-men for the fum of iiijC xiij1.7			1
	1	xvij*. and is for so much they are to receive from the Parlia- 413 17 00			1
	1	ment in payment for their provisions out of the Ships value-			1
2	Di				1
		stred per order of Parliament, and is (the value of the pro-			1
		visions abated out of her full Approximent)			1
,	Cr	Parliament for the particulars above2072 17.05	2000	1	ı
?	<u>ا</u>	attraction the particulars above,20/2[17,09	1 20/2	17 09	1
			-		ı
		• 1			1
					ı
			1		ı
					l
		Ditto.			
	Dr	James Williams ? For the sum of Lxij1. x2. and is for 4 of the Ballance?	10		ı
	$\overline{\mathbf{C}}$ r	Turky Company Itill due from them attatched and condemned in	62	10 00	ı
и		their hands ————————————————————————————————————			ı
		and the second of the second o			
			1		
- 1					
		The Ballance of the former Account brought from the Leidger			
		and enterd here.			
- 1	Dr	Ship Neptune for the sum of iiij Majac xij1. iiijs. and is for the Ballance or			
- 1		Dividend, to be divided diffributively amongst the Owners.			
	Cr	William Brown for his \frac{1}{3} of the faid			
	Cri	Humphrey Barnes for his 4 of the faid			
- 1	Cr	James Williams for his 1 of the faid			
	Cr	Thomas Jennings for his 72 of the faid 409,07,00			
	Crl	John Collins for his 12 of the faid - 409 07 00			
		, 4912,04,00	4912	04 00	
		The state of the s			
- 1					
	_ 1				
	Dr	Account of Ballance for the fum of jM' $vjC \times Cviij^1$. xj^s . jx^d .			
	Cr	Parliament owing upon that Account ———— 977 02 03			
	Cr	Turky Company owing by them. 1871000			
	Cr	James Williams owing by him 533 1906			
Н		16981109	1698	77/00/	
	i	12070 11 09	2090	11 09	
-1	- 1				
		other a Tenning coming to him			
	Dr	Thomas Jennings owing to him 408 11 00			
	Dr	John Collins owing to him 46105 03			
	Dr	William Brown owing to him 6360400			
		Humphrey Barnes owing to him 19211 06			
	Cr	Ballance for the particulars above	1698	17 00	
		1,000[1,109]	1090	1 29	
1	-	L 2			
1					
		News		1 '	

The Annalysis of a Ship Account.

In some Ships the Merchants or Owners lay in Goods for the use of the Mariners, in this case in the Book of Wages enter

Dr. The Goods in several Accounts, as Stockings, Wastcoats, Monmouth-caps, Shoes, for the Prices set upon them.

Cr. The Account of Cargazoon for whose Account the faid Goods are laid in.

These Goods sold to Mariners upon Account of their Pay, or to others Cr. The Goods.

If for ready Money Cr. the Goods (and Dr. Cash if it be needful to keep any such Account)

Part of these Goods unfold at the Ships return when the Account is Cr. The Goods for their first prizes.

Gain By the faid Goods.

Dr. the Goods. Cr. the Account of Cargazoon.

5Dr. the Account of Cargazoon. Cr. the Goods.

To conclude the Ballance of this Account of Cargazoon shews how much the Captain or Puls to make good to the Adventurer or Owners, for the quantities or particulars fold.

And if the faid Goods are unvalued at first, or the Account stated without any relation to the costs, then will the Account thereof be like some of the Sopracargo's Accounts in the secon Question.

			_		-	-
(1)			Pag. Le	1.	8.	D.
Anno		CU M	idyer .			
1651.		Ship Neptune. Dr.	Leidger Creditor			1
Dagana		To John Collins for Monies disbursed to set her out	7	597	12	00.
Decem. 1652.				3011	00	00
Febr.	28	To the faid for disbursements abroad the term of the Voyage ————————————————————————————————————			02	
		To the faid for disbursements to set her to Sea again —————	-	497	03	
D'44 :	-	To Account of feveral Trades-men for Provisions taken up————————————————————————————————————	2		00	
Ditto	-	10 Humphrey Burnes for Port of Letters and Weetings by inition expended		4593	14	
	R	To the Owners distributively for the Ballance being their Dividend-		4912	04	OC
				9505		
						П
		The Division.				
		To William Brown for his 3 part of the said1637 0800				П
		To Humphrey Barnes for his \$\frac{1}{4}\$ of the faid 1228 01 00				П
		To James Williams for his tof the faid				П
		To John Collins for his $\frac{1}{12}$ of the faid 409 07 00				
		49120400				П
						П
						Ш
						В
						К
	_		-		-	-
1651.		John Collins Commander and Owner of $\frac{1}{12}$ Dr.				
Decem.	I 2	To Ship Neptune for 7 to feeting out to Sea To William Brown received towards his part of the Ships fetting out —	I 2	49 198	16	
	_	To Humphrey Barnes for his part of the faid ————————————————————————————————————	_	150		
	-	To Thomas Jennings received towards his part of the said	-	49	00	
Febr.	12	To James Williams received for his part of the faid ————————————————————————————————————		150 73	00	
100.	-	To James Williams for his \(\frac{1}{3}\) of the faid \(\ldots\)	-	73	09	С
March	-	To Ship Neptune for Provisions and Furniture fold at Livorn ————————————————————————————————————	_	147		
March (1652.		To James Williams for his i of the said	_		13	С
Sept.	17	To Ship Neptune for 3 parts of 9 Months, 5 Dayes Freightment -	1	1130		100
Febr.	28	To the laid for Freight of peece Goods and Currance ————————————————————————————————————	2	2000		
	-	To Humphrey Barnes for \(\frac{1}{3} \) part of \(ij^1 \). Port of Letters \(\lefta \)	-		13	C
	R	To Ballance due to himfelf		4586	05	-
				4,00		1
		PALES TO THE PARTY OF THE PARTY				

H				1.	g.	D.
1651. Tecens. Febr. 1652.	12 12	Per contra the faid Ship Gr. By William Brown and Owners for their parts to fet her out 2, 2, 2, 2 — By John Collins for Ships necessaries fold at Livern	I	597 147		00
Sept.	17 - - 14 -	By the faid for ; of 9 Months, 5 Days Freightment at 3701. per Mo- By Humphrey Barnes for his; of the faid Freightment By James Williams for his; of Ditto Freight By Turky Company for Freight of 450 Tonn of Currance By John Collins for Freight of peece Goods and Currance	_ _ _ _		11 11 00 15	10 10 00 00
<i>(arch</i>	24	By the Parliament for her value fold to the Publique	3	3050 9505		03
1						
		The Second Control of the Control of			0	-
				9)		
				,		
65 I . Scem,	12	John Collins Cr. By Ship Neptune for Moneys disbursed to set her out	1	597	12	00
652. cbr.		By the faid for disbursements abroad, due to dead Men for their Wages, and to set her out again	-	3579	05	00
=	-	By the faid for 11 of the Dividend				00
0				11:1		
					7	

		200 80 d			
(2)		MI	1	1.	g. t
Anno 1651.		William Brown Owner of 1/3 Dr.		1	
Decem. 1652.	12	To Ship Neptune for the ; of her setting out	I	199	04 0
March	24 R	To the Parliament received per him in part of the Ships appraisement To Ballance due to himself	3	1000 636	00 0
	K	to banance due to miner	-	1835	08 0
			-		
- (-%	-	Humphrey Barnes 4 part Owner Dr.	_		
1651. Decem.	12	To Ship Neptune for \$ of her charge in fetting out	1	149	08
1652. Sept.		To the faid for \(\frac{1}{2}\) part of \(\gegin{array}{c} 9\) Months, \(\gegin{array}{c} 5\) Days Freightment \(-	1130	110
	R	To banance due to minien	ı	1472	
		-	13	8.8	
		·			_ -
1651.		James Williams 4 part Owner Dr.	1	740	08
Decem. 1652.		To Ship Neptune for tof her setting to Sea		1130	
Sept.	28	To the said for i of 9 Months, 5 Dayes Freightment To Humphrey Barnes for i part of iji. paid Port of Letters	2		13
March	24	To the Parliament for \$ of the Ships appraisement sequestred per order To Turky company for \$ of their Ballance attached and comdemned-	3 2	659	10
		1	L	2002	03
1=1=	-	· · · · · · · · · · · · · · · · · · ·	_		
1652. March	24	Account of several Trades-men Dr. To Parliament receivable from the Treasurers of the Navy ———	3	413	17
(c.) x	-	1 - 3000	-15	100	
66	40	the state of the s	-19		
	38		-		-
Decem.	12		1	49	16
	R	To Ballance due to himself————————————————————————————————————		408 458	07
113					
	_	<u> </u>	_	1	_
1652 Febr.		Turky Company Dr.			
Tror.	14	To Ship Neptune for Freight of 450 Tonn of Currance	1	2250	00
11				1	
1 1	1	1.	1	1 3	1 1

1000000	-		-	-	NAME OF TAXABLE PARTY.	A STREET, SQUARE, SQUA	-
651		William Brown	Cr.		1.	8.	D.
ecem		I See the second	O1.	I	_198	00	00
		By Ship Neptune for \(\frac{1}{3} \) of the Dividend		7	1637	08	00
		100			1835	03	00
и.		•					
us-							
90	-	A Commence of the Commence of					_
MU.		The state of the s	_		= =		
65 I.		Humphrey Barnes By John Collins paid him towards fetting out 4 of the Ship	Cr.	I	150	00	00
ebr.	12	By the faid for \ of \ 912 outward Freight -		I	73	09	04
March	24	By the faid for \$ 200 Freight to Scandaroon -	-	-	16	13	04
652.	28	By Ship Neptune and Freighters for disbursements for port of Lo	a+ >				
		ters and Meetings as in their Accounts in Dr. fol. 1, 2, 2	_{5	-	04	06	II
	1	By Ship Neptune for 4 of the Dividend	-	~	1228	01	00
		1/-			1472	10	07
	-			-		-	-
651.	-	James Williams	Cr.	_			
br.	12	By John Collins paid him towards to the Ships fetting out -	-	1	150	00	00
brch	12	By the said for \(\frac{1}{2}\) of \(\frac{3}{2}\) outward Freight to Livern — By the said for \(\frac{1}{2}\) of \(\frac{3}{2}\) 200 Freight of Jews Goods ———————————————————————————————————			73	13	04
M	-4	By Ship Neptune for a of the Dividend		-	1228	01	00
	R	By Ballance owing by him ———————————————————————————————————		-	538	19	06
		The state of the s	-2		2002	03	02
100		2000					
	_					_	
652.		· Per contra the Artificers Account	Cr				
ebr.	28	By Ship Neptune for provisions taken up			413	17	00
M	3	and the second s	-	-	-		
7		050,001					
0.05		(=) 3	-1	John of		
	_					_	
65 I.		Per contra	Cr.				
cem.	12	By John Collins paid towards 12 of the Ships fetting to Sea		ı	49	00	00
	1	By Ship Neptune for 12 of the Dividend		-	409	07	00
					458	07	00
		In a language					
				-1		_	-
652.			Cr.				
ebr.		By John Collins paid him in part of Freightment		1	2000		00
arch		By James Williams for ‡ of the Ballance attached in their hands By Ballance owing by them	-	2	62 187		00
1		by Variance OWING by LINCHI			2250		00
0		M			1		
	1		-1	1		- 1	

(3) 1652. March	Parliament Dr. To Ship Neptune for her value or appraisement	3050	00 e
	Account of Ballance Dr. To James Williams owing by him To Turky Company owing per them To the Parliament due upon that Account	533 187 <u>977</u> 1 <i>69</i> 8	02 0
=	The Division of the former Ballances according to the Equity of the Account.		
	To Ballance owing per him as above	533	19 (
	Turky Company Dr. To Ballance owing per them	187	100
	Parliament Dr.		
	To Ballance due upon the foot of that Account	977	02 0

				-
2)		ı.	8.	D.,
51	Per contra the Parliament. Cr.			
652.		2011	1	
arch	24 By William Brown paid him per the Treasurers of the Navy 2	1000	00	00
	I Ry Account of Artificers patrable to them for filelf Ulivilions	413	17	QO
	By James Williams for 4 of the Ships value sequestred R By Ballance due upon this Account	659		
	D. Pri Pallance ducinnon this Account			_
	R by parance due upon this Account	977	-	03
		3050	00	00
	4			
		40		
		1		
	Ballance per contra Cr.			
	By Thomas Jennings owing to him	408	II	00
	Dy Thomas Jennings owing to min	461	05	00
•	By John Collins owing to him			
	By William Brown owing to him	636	04	00
	By Humphrey Barnes owing to him	192	II	06
		1698	II	06
		1090		
	1975			
	The state of the s			
				4
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	man from the temperature of the control of the cont			1
				-
•				
o.	Per contra James Williams Cr.			
	Per comita games withams	-		
	By John Collins for his proportion of this Debt when recovered, or Loss,	59	06	08
	if unrecoverable	77		
	By Thomas Jennings for his proportion of the said	59	06	08
	By Humphrey Barnes for his share of the said	177	19	10
	De will an Property of the properties of the faid		06	
	By William Brown for his proportion of the said	237	-	
-88		533	19	06
	St. Commission but the state of			
90	The state of the s			
	The mother back is the paint			
			_	-1
	1 1/10/14 - 1 y 1 - 1/20 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1			
	Per contra the Division of the Turky Comp' Debt Cr.			
ш	Du Tolor Collins for his proportion of the faid subspaced in	1	-	0
	By John Collins for his proportion of the said when paid in	20	16	
	By Thomas Jennings for his proportion of the said	20	16	08
	By Humphrey Barnes for his proportion of the faid	62	10	00
	By William Brown for his proportion of the faid -	83	06	08
	·			1
		187	10	00
				l
1	The second of th			
	A Comment of the last of the l	1		1
		1		
			-	-1
	The Division.	200		
	By John Collins for his proportion of the said when paid in	108	II	04
	By Thomas Jennings for his proportion of the said	108		04
	By Humphrey Barnes for his part of the faid Ballance		- 1	01
	Dy riving Barnes for this part of the faid Danance	325		
	By William Brown for his part of the said	434		06
		977	02	03
		- ' ' '		
	M 2			
				1
			-	1

· William Brown	Dr.	1.	2
To Fames williams for the proportion of his debt	1000	237	0
To Turky Company for the proportion of the Ballance owing by them To the Parliament for the proportion of that Ballance due to him when pa	id in	83	
To Humphrey Barnes for the Ballance of this Account receivable from his	m 2	14 3	
in ready Money	5	436	1
3 -		1191	1
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er enilio			l
	1 .		١
10000			I
longitu	1 '	.)	١
	_		1
John Collins To James Williams for the proportion of his debt	Dr.	59	١.
To Turky Company for the proportion of that debt due to himself		20	
To the Parliament for the proportion of that Ballance due to himself—		108	
To William Brown for the proportion of the 10001. receivable from him	in?	111	ŀ
ready Money To Humphrey Barnes for the foot of this Account receivable from him	in?	-6-	l
ready Money —	S	161	-
	-,	461	1
			1.
Thomas Jennings [†]	Dr.		l
To James Williams for the share of his debt	D1.	59	
To Turky Company for the proportion of their debt		20	
To the Parliament for the proportion of their debt	. 3	108	ŀ
To william Erown for the proportion of the 10001, receivable from him ready Money	_n \{	111	1
To Humphrey Barnes for the foot of this Account due from him in ready n	nóny	108	
9- 1-0-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-		408	
- 100 - 100			
A STATE OF THE PARTY OF THE PAR		-0	l
1 1	_		
Humphrey Barnes	Dr.		
To James Williams for the proportion of his debt		177	,
To Turky Company for the proportion of their debt		62	:
To the Parliament for the proportion of their Ballance————————————————————————————————————		_325	1
ready Money ————————————————————————————————————		333	9
		899	1
		4	
The state of the s		- 19	1

Per contra William Brown	Cr.	1.	S.	
The Division of the 1000 ¹ , received per him from the Parliament.				
By John Collins for his proportion of the said payable in ready Money — By Thomas Fennings for his proportion of the said		111		
By Thomas Jennings for his proportion of the faid ————————————————————————————————————		333 636	04.	1
		1191	15	1
•				
Per contra Per contra	Cr.		-	
By Ballance due to himself, as in the former Account ————————————————————————————————————		461	05	(
-1-1				
Per contra By Ballance due to himself as in the former Account	Cr.	408		-
by Danance due to minion as in the former recount		400		
Percontra	Cr.			
By Ballance due to himfelf ———————————————————————————————————		192 436 161	16	(
By Thomas Jennings payable in ready Money to Ballance his Account—		899	14	0
			No. of Concession, Name of Street, or other Persons, Name of Street, or other Persons, Name of Street, Name of	

1 . I Dyramballia

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Wast-Book of a Question of Exchanges.

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The Fifth QUESTION.

A Merchant of *London*, namely *John Bollwick*, defires to fee an Account of double Exchange stated upon these suppositions and rates following.

He draws upon his friends Factor or Correspondent at Lixborn, Duccats 6000 at several prices, whereof the medium was 53¹/₂d. payable at Usance.

He remits to his Correspondent at Venetia 12001. Sterling at 48d. the Duccat di Banco.

The Factor at Lixborn adding † per centum provisions of the first Draught and Ø 5 paid Brokerige and Port of Letters, draws the Ballance of his Account on the Factor at Sivil, at Ø 106 for Ø 100 in Sivil.

The Correspondent at Venetia deducting out of the first remittance to him his provisions at per centum and \$\mathbb{T}\$ paid Brokerige and Port of Letters, makes over the Ballance in his hands to the Factor at Naples at \$\mathbb{T}\$ 100 Venetia for \$\mathbb{T}\$ 101 at Naples.

The Factor at Sivil adding provisions at \(\frac{1}{2}\) per centum and \(\overline{2}\) 5 \(\overline{-122}\) Marveides paid Brokerige and Port of Letters draws the Ballance of his Account on the Factor at Genea, at 442 Marveides for 1 Crown of the Sun.

The Factor at Naples deducting out of the remittance made to him his provisions at \(\frac{3}{2}\) per centum and \(\omega\) 6—48 paid Brokerige and Port of Letters makes over the Ballance in his hands to \(\overline{John}\) Bostovick Merchant of \(London\) at 68 Pence the Duccat.

The Factor at Genoa, adding to the Draught made upon him x 40 and 58 Sols for his Provisions at 4 per centum and Brokerige and Port of Letters, draws the Ballance of his Account on John Bostwick Merchant at London, at 83 Pence Sterling the Crown of the Sun.

Item, John Bostwick, in the Term of these Exchanges, disbursed in Brokerige of his Lixborn draught, &c. and in Port of Letters 31, -25, -34. Sterling.

The Question propounded is to know his Gain or Loss by these Exchanges.

The process of the work may be seen by the relative figures; The Answer is, he gained 1371. - 105. - 00d. Sterling, by industry with other mens Monies which hath lain in his own hands the whole Tract of time.

The Coins of these places are according to the Map of Commerce.

Venetia — 24 Groß — Lixborn — 400 Raes — make 1 € or Duccat.

Sivil — 375 Marveides — make 1 € or Duccat.

Naples — 100 Grains — 68 Sols makes 1 x or Crown.

Leidger of the Question of Exchanges.

	John Bostwick, Merchant of London Dr. or Ditto his Account of Cash.	
(1)	To Account of Exc ^a for Lixborn, drawn on the Factor Sterling.	1. s. t
(6)	To Account of Exc ^a for Naples remitted home by the Fa-	3030140
	And the second second	
	Account of Exc for Lixborn Dr.	10 X X
(3)	To Account of Exc' for Civil drawn on the Factor there at & Mar. & 106 here for & 100 there ———————————————————————————————————	6025
il.		
24	Factor at Sivil, or Account of Exc ^a for Ditto place Dr.	€ Marv.
(5)	To Factor at Genoa drawn by the Factor here on him at \\ 442 Marveides for 1 Crown of the Sun \(\) \(\text{X} \\ \)	571200
(2)	Account of Exchange for Venetia Dr. To John Bostwick, Merchant of London, remitted hither 7 l. s. d.	Ø groffes.
	by him at 48d. the Duccat di Banco	600000—
	Account of Exchange for Genea or Factor there Dr.	
(7)	To John Bostwick Merchant of London for the Ballance ? 1. s. d. drawn on him at 83d. Sterling the Crown of the Sun- 5 1690-019-X	Cr. Sols. 4887 00
	and the state of t	-
	Account of Exchange for Naples. Dr	
(4)	To Factor at Venetia remitted hither per him at \$2 100 \ gr. there for \$2 101 here is \$\frac{100}{2}\$	@ grains 602263 -
april.		144

Leidger of the Question of Exchanges.

		-
	By Account of Exc* for Venetia remitted to the Factor \ Sterling. there at 484 the Duccat di Banco \ By Account of Exc* for Genoa drawn by the Factor there \ X 4887 \ at 83 Pence Sterling the Crown of the Sun \ Paid Brokerige of the Lixborn draught port of Letters, &c. \ By Ballance gained by these Exchanges	1. g. b. 1200-0000 16900109 30203 137-1000 30301400
	Factor at Lixborn, or Account of Exc' for ditto place Cr. Sterling 1. s. d. By John Bostwick Merchant of London, drawn by him——1337-10-00 & By provisions at \(\frac{1}{2} \) per centum to be added is ———————————————————————————————————	60000000 200000 50000 6025
)	Per contra Cr. By Factor at Lixborn drawn by him at 2 106 there for 2 100 here 2 6025 & By provisions to be added at \$ per centum	© Marv. \$683361 22267 5122 \$71200
	Per contra Factor at Venetia Cr. By provisions to be deducted at ½ per centum By Brokerige and port of Letters By Factor at Naples remitted the Ballance thither at \ 2 gross 2 100 here for 2 101 is there	30 00 7 00 5963 00 6000 00
	Factor at Genoa Cr. By Factor at Sivil drawn by him at 442 Marveides the — & Marv. Crown of the Sun is — & 571200X By provisions at \$\frac{1}{2}\$ per centum Brokerige and port of Letters to be added—X	Cr. Sols. 4846 10 _4058 _488700
	Factor at Naples Cr. By provisions to be deducted at \(\frac{1}{2}\) per centum By Brokerige and Port of Letters By John Bostwick Merchant at London remitted the Ballance to him at 68 pence the Duccat Sterling 1693\(\frac{1}{2}\)-450	grains. 40—15 648 597600 602263

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AN

Easie Partable Account

BETWEEN

Three DYERS:

WHICH MAY SERVE

an INTRODUCTION to BEGINNERS,

And being well understood,

Affords sufficient variety and Knowledge for the Stating

OF THE

ACCOUNTS of most PARTNERSHIPS.

羰蜧蜧蜧螏뺤蟟姺獥蜧槳矂蟝蟝淭淭淭淭鄵錽鄵錽

The Wast-book of the Partable Account of a Dye-house.

			-
1	Having observed that some Dyers, through their unskilfulness in Accounts Ir-	1.	g. ,
-1	regular small Books, neglect in Ballancing the same; not heeding that Book-		1 5
-1	Debts and Accounts intermitted 6 Years or more, are irrecoverable by the		
1	Statute of Limitation. and unwary agreements made by word of Mouth;		
ı	without to much as a Memorandum in Writing liqued concerning the lame		P
	have fallen into great Controversies, and lost their Estates thereby: For		¥
	their Instruction, I have framed the easie Partable Account following, which		
	well understood, may be a good Introduction to beginners, and as fit for all		
	forts of Traders, as if an Account had been suted to their own particular		
	concernment.		
		1	
	January 15th 1664.	- 1	
	Three Dyers, viz. Adam Barker, Charles Doble, and Edward Franklin, enter		
	into an equal Copartnership; Adam Barker hath in Stock namely, Uten-		
	fils in the Dye-house, as Coppers, Fatts, Iron, and Plummers work, &c.		
		224	72
	appraised at	234	- 2
	And are to be maintained and left worth so much.	-	00
	Thirty Chaulder of Coal, at 205.	30	00
	Ten Cask of Argal neat 90C ooqts 271. at 30s. per Centum	135	07
	He hatha Lease of the Dyc-house, and is to be allowed 1001. Annually	1	
	for Rent, and 'tis agreed to allow him it, as fo much put into Stock, the		
	first Years Rent is	100	00
	6 54 H V 1 139761	500	00
	Charles Doble brought into Stock		
	3 Tonns of Allom at 251.	75	00
	1 Tonn of Brazil Wood	28	00
	1001. Suttle of Coucheaneel at 305; per pound	150	
		06	00
	18C of Fusick at 6s. 8d. per Cent.	8	
	3 Hogs-heads of Coppras neat 16C at 10s.		
	10 Bales of Crop Mather neat 85C at 41.	340	
	Lagrangian I and a second	607	00
	Edward Francklin brought into Stock		
	10 Bags of Shumack near 70C 2915. at 161.	56	08
	4 Tonn of Island Woad at 151. per Tonn	60	00
	He payeth Charles Doble the Surplus of his Stock above 5001. which is -	107	00
	. The remainer to compleat his own Stock he hath ready in Cash to supply		
	the Trade with, and is	276	12
	And by agreement, is to be allowed 160! per annum for House-keeping		00
	for the Company and their Servants.	,00	
	At the Years end he giveth in his Cash-Book of Receipts and Disburse-		
	ments reduced into Form on the following Page; also the following		
	Account of Wares Spent in the Trade, viz.		
	Coals 40 Chaulder cost	40	00
	Argal 72C at 30's.	108	
	Allom 2 Tonns at 251 per Tonn—	50	00
	Brazil Wood , Town	28	
	Brazil Wood 1 Tonn	60	1
	Coucheaneel 401. at 305.		00
	Item, 15 ¹ , at 28 ⁴ .		00
1	Fullick 18C at 6s. 8d.	8	
	Coppras 3 Hogs heads————————————————————————————————————		00
	Mather 68C Crop at 41.	56	
	Shumack 10 Bags weight 70C 2qrs. at 16s.		
1	Island Wood 3 Tonns Spanish Indico 3 Cask suttle 336 at 65.	45	
	Spanish Indico 3 Cask suttle 336 at 65.	100	-
	Argal loft in Weight 271.	795	04
1	Lost in loose Goods about the Dye-house, as Hay, Weld, Bran, Soot, 7		
1	Alder-bark, Galls, &c. (whereof no particular Account is kept and	10	00
1	Alder-bark, Galls, & (whereof no particular Account is kept and are charged to Account amongst the petties,) to the value of	i i	}
	, and the same and a same potentially to the same of		

The Wast-Book of the Partable Account of a Dye-bouse.

-						
	T	Also he giveth in the following Account of Earnings and Passages in Trade.	1.	8	D.	-
1665. Inne	I	Sold Charles Doble upon Account 5 Chaulder of Coals	5	00	00	
March	25	Bought of John Watkins Dyer, upon Account, 3 Cask of Spanish Indico		1		
May		q ¹ 3C gross is 336 ¹ , suttle at 6 ¹ ,	100		00	-
CHINY	7		93	1	00	-
		Earned of Jericho Cudworth Merchant, for Dying of		1		ı
May	1 .	70 Cottons in Colours at 205		00		l
July	8	70 Starr Bayes, Woad Blew, at 15.		10	_	
August	12	60 Long Flannels in Colours at 65. 8d.		00	1 1	۱
Sept.	16	300 Manchester Bayes at 95.	135			
October	7	600 Northern Kersies at 65. in colours	,180			
,	ĺ		532		I I	
		Received of Fericho Cudworth, on Account.				
August	12	20 peeces of Coxhall Bayes qt 1400 Yards at 2s. 6d	175	00	00	
- 6 J		Item, 2 Bales of Mul Mather, weighing 30C at 30'.	45	00	00	
		, , , , , , , , , , , , , , , , , , , ,	220			
		Earned of John Garthwait, Spanish Merchant, for Dying of viz.				
1664. March		Con Ell Broad Damanage in Colours at the		00	00	
1665.		600 Ell Broad Perpetuano's, in Colours, at 41.	120			
April	5	400 Hunscot Sayes, Dutch Blew, at 53.	100			
June	4	700 Coloured Bayes at 125.	420	00		
Sept.	9		750		00	
Decem.	7	100 peeces of Searges in Colours at 3°.44.		13	04	
X		the state of the s	1406	13	04	
		Received of him upon Account				
April	7	Spanish Indico 2401. suttle, at 63. 84	80	00	00	
		2 Tonn of Fustick at 65. 8d. the C gross		06		
		Abated him upon Account			04	
			94	00	00	
665.		John Coplestone, sold to him upon Account				
April	30	40 peeces of double Bocking Bayes at 61Exchanged with him 20 black Coxhall Bayes for so many white ones, \	240	00	00	
Tovem.	28	he to allow for the Dying ————————————————————————————————————	20	00	00	
2	1	The second secon	260	00	00	
565.		Wares received of him upon Account.				
May	3	Tonn of Brazil Wood 60 Pound of Coucheaneel, at 28's.		00		
		10 Bags of Shumack, neat 65 C at 15°.		00		
June	20	I Tonn of Island Woad at 14 ¹ .	48		00	
	,	· · · · · · · · · · · · · · · · · · ·	172		1	
1		The t Account is to be Stated to find what the Manne - in S also Title				
		The Acount is to be Stated to find what the Years gains of the Trade comes to, and the Partnershaving agreed to continue their first Stock,				
		would divide the Surplus.	- 1			
0	1	See the Account of the Dyehoxse and of Ballance.	1.11			
Marie I		1				
					}	

The Cash-book of the Dye-house Partable Account.

D. 1

0 10		CASH in the Administration of Edward Franklin. Dr.	i.	ತ .	
1664. Janua.	15	To his Account of Stock for Cash brought in to supply the Trade	276	12	(
1665. June	7	To Argal for 2 Cask weighing netto 18C fold to H. I. at 32s. per centum			
Энпе	24		28		ı
Sept.	29	per centum To John Garthwait received of him	71 500		
Decem.	28	To the faid received of him in full	812	13	1
		To Jericho Cudworth received of him in part	132	10	1
	30	To John Coplessione received of him in full	1909	05	н
			1909	1	ľ
		The Books of Accounts necessarie for Dyers to keep, are			
ď.	Ι	A CASH BOOK stated as this is, or the petties may be inserted at large in the outward Column, and all such Sums put therein as are not intended to have a particular Account of them Posted.	ek.	14	-
	2	A WARE BOOK, Charging all Received or Bought with the Particular Weights or Bulk on the Debitor, or left-hand Page, and all Sold, Spent, or Delivered on the Creditor, or right-hand Page, allowing each Commodity its distinct Account both Debitor and Creditor.	-		
	3	A WORK BOOK, or Book of Earnings, charging on the Debitor fide, all Goods received, the time when, and at what Rate Dyed, and on the Creditor fide, the time when delivered, with what else shall be thought necessary.			
	4	Out of these may be Stated a LEIDGER, with an Alphabet thereto, after the form following, to which one inward Column more is necessary, to shew where any Parcel on the Debitor side is corresponded on the Creditor, and the contrary, where any Sum on the Creditor side stands Debitor.			
		If this be well considered, that each line is posted or entred twice, viz. there where you read it, and again in the Account whose Name followeth the Words To or By; This Account may be underfood, by the meanest Capacity.	1		
T.VE.	-	But if you conceive the CASH BOOK, WARE BOOK, and WORK BOOK, to be parts of the LEIDGER, and are unwilling to State a distinct LEIDGER, then may the Accounts of Goods remaining, and Utensils be drawn up in the WARE BOOK, and the other Accounts of Traders and of Stock, Dye-house, and Ballance, be Stated in the WORK BOOK, and Signed by the Partners when adjusted.			
	1				

The Cash-book of the Dye-house Partable Account.

		The days book of the Dye songe I arrable.	21000	2011					
	I		Sum.						
			particularly. General ch			es cris	.g.		
		Cash Per contra Cr.	-			-	-	-	
1664.	1		1.	5.	d.	I.	S.	D.	
Feb.	22	By Bayes for 40 ps of white double Bockings, qt 2000 Yards		1			1		
		at 41. per peece	160	00	00				
1665. March		Talanda I I a Carrata a Academa D							
2,24,67)	25	To the Brick-layer for Work, as per Acquittance Page 7	000	00	00			-	
		of ditto Book — To the Company for Sealing of Cloth, as per Acquittance	00	00		2	1.7	00	
		Page 8 To the Women for 200 Tynes of Liquor For Cording of 84 Cloths	00	00	00	2	14	00	
		To the Women for 200 Types of Liquor	00			5	00		
		For Cording of 84 Cloths ————	00			3	00		
	-	To the Tailor for Cloaths for the men, as per Acquittance				2			
		Page 8	co	CO.	00	7	15	00	
		For a Horse		00		g	00	1	
	F	For Grinding 1 Tun of Brazil Wood	co	00	00	2	00	00	
		For Hay for the Horse ———————	. CO	CO	00	2	00	00	
May	30	By Coals for 20 Chaulder cost	20	3		-0			
June	7	By John Watkins Dyer, paid him in full —————	07						
- 0	100	For Bran as per Acquittance Page 5 ————	00	00	00	17	00	00	
15.0	IO	By Argal for 5 Cask neat 80C bought of N. O. at 30'. per							
-		Cent.	120	_	- 1		20	00	
10.3		For 10 Load of Weld		00		-	00	00	
		For 3 pair of Washing Boots	00			2	00	00	
		For Caulk as per Acquittance, Page 8 — — — — For 10 Dozen of Candles — — — — — — — — — — — — — — — — — — —	00	_	_	17	00	- 1	
100	24	By Allom for 1 Tunn bought of Mr. Salway ———	24			3			
6.6	24	To the Plummer as per Bill and Acquittance Page 7	00			11	07	00	
		To Mr. Akins for Pump-Irons, as per Acquittance Page 8-	00	_		3	05		
Sept.	10	By Coals for 12 Chaulder, at 18'.		16	_				
J.J.	20	By Coals for 12 Chaulder, at 18. ———————————————————————————————————	02	IQ	00				
35	29	By Stock of Adam Barker for his ; of 4501. divided —	150	00	00	- 34			
-	3	By Stock of Charles Doble, for the faid	150	00	00	100			
739	-	By Stock of Edward Frankling, for the faid	150			100			
October	29	To the Copper-Smith as per Bill and Acquittance Page 9 -	00	00	00	- 45	07	00	
Decem.	28	By Diet for the Journey-men and Apprentices, &c. for a	Lan		0.0	760	00	00	
		Year per Agreement ————	CO	20	00	160		~	
-16		By Wages paid to 5 Journey-men for a Year, as per their		اء		100	00	00	
	1	Acquittances in Folio 7, 9, 11 ————————————————————————————————	00 00		- 8	8	00	00	
100		Disburfed in Petry Charges as par particulars	co		- 1	223	19	03	
1	1	Disbursed in Petty Charges as per particulars ————————————————————————————————————	23				-	-	
74	1	Loss or Dye-house in one Article is	664	12	03	664	12	03	
-	R	By Ballance remaining in Cash	449	10	01				
- 6	100		1909						
		- 100	1909	7	- 1	1 -			
		1200 PM							
11/10	17	- and the second second	-						
	100								
	1						1		
		V-				1111	1		
1.2	i	i . dll.	1	1					
	1					1 4 18			
					-			.1	
10-15	100				-	1			
101	1		1		- 1				

The Leidger of the Dye-house Partable Account.

-					-
1665.		Stock of Adam Barker Dr.	1.	S.	0.
Sept.		To Cash taken out	150		00
112	R	To Ballance due unto the same	515		II
4			665	16	II
7					1.0
0			18 1		
-	T				-
1664.		Stock of Charles Doble Dr.	0.1		
Fanua.	15	To Stock of Edward Frankling for Cash received of Ditto-	107	00	00
1665.					
June	I	To Coals for 5 Chaulder fold him			00
Sept.	29 D	To Cashtaken out of Stock————————————————————————————————————		1 1	00
	R.	To Ballance due	510		-
		and the second of the second	772	16	II
				_	-
1665.		Stock of Edward Frankling Dr.	1	П	
Sept.	29	To Cash taken out	150	00	00
	R	To Ballance due	515	16	II
		THE RESIDENCE OF THE PARTY OF T	665	16	II
		The second secon			
		A STATE OF THE STA	m ()		
	П	The second second second second	174		
	-			-	-
1664.		Utenfils in the Dye-house Dr.		6	П
Fanua.	15		234	12	00
1			-54	- 7	
			the r		
	_				
1 1		PRODUCE THE RESERVED	100	м	
1664.		Coals Dr.		-	
Janua.	1)	To Stock of Adam Barker for 30 Chaulder	30	00	00
1665. May	30	To Cash paid for 20 Chaulder	20	00	00
Sept.	10	To the faid for 12 Chaulder at 18's.	10	16	00
2.77			60	_	00
100					
Shirt of t	11				
1664.		Argal Dr.	40.0		
Fanua.	15.	To Stock of Adam Barker for 10 Cask weighing,			
:66-		viz,	725	07	00
1665. June	10		135	97 00	00
3.000		170 00 27	- 20		
	R	To the Dyc-house for the neat gains	I.	09	00
1140		,	256	16	00
		CONTRACTOR OF THE PARTY OF THE			
111	_				_
1		AM A			
1664.	TE	Allom is Dr.	HK.		
Janua, 1665.	15	To Stock of Charles Doble for 3 Tunns at 251.	75	00	00
June	24	To Cash for 1 Tun bought of Mr. Salway			00
1	1	To Cambot 1 I am bought of Lyir, Danyay	- 24	-	00
	1		99	00	001

The Leidger of the ! Dye-house Partable Account.

1		5	- Norther of Philippins	TT 100 - T TANK	
1664.	1 4	Stock of Adam Barker Cr.	1.	1 5.1	0. ;
Fanuar.	15	By Utenfils in the Dye-house		13	00
1	-	By Coals for 30-Chaulder	30	00,0	00
	-	By Argal for 10 Cask neat 90C - oogrs - 271 at 30s	135		
		By the Dye-house for a Years Rent	100	00 0	DO
		By the said for \(\frac{1}{2}\) of 497\(\frac{1}{2}\) - 10\(\frac{1}{2}\) Dividend \(165	16 1	I
			665	16.1	E
	-				
1664.		Stock of Charles Deble Cr.	1		- 1
Fanisar.	15	By Allom for 3 Tunns By Reagil Mood for 1 Tun	75	00 0	- 1
	1-	By Brazil Wood for i Tun	28		
	-	By Brazil Wood for 1 Tun By Coucheaneel for 100 ¹ . futtle at 30 ⁵ By Fustick for 18C at 6 ⁵ 8 ⁴	1 7	0.0 0	- 1
	1	By Coppras for 3 Hogsheads neat 16C at 10s		00 0	-
	E	By Mather for 10 Bales Crop neat 85C at 41.		00 1	
	_	By 3 of the Dividend		16 1	
	0	by 3 of the Dividend		-	-
	-		772	- 1	_
664.		Stock of Edward Franklin Cr.		5	
anuar.	15	By Shumack for 10 Bags neat 70C 2qrs at 16s	56	08 0	0
	-	By Wood for 4 Tunnat 151, ——————————————————————————————————		00 0	
	-	By Charles Doble his Account of Stock for the Surplus paid	107		
		By Cash brought into Trade	276	2 4	
		By 3 of the Dividend	165	16.1	1
-			665	16:1	I
					_
565.		Utenfils Cr.			
ecem.	30	By Account of Goods remaining born thither ——————	234	130	0
				-	
	-			-1-	-1
660		Coals Cr	_		
565.	1	By the Dye-house for 40 Chaulder spent	10	00	
		By Stock of Charles Doble for 5 Chaulder fold him		00 0	_
		By Goods remaining for 17 Chaulder left cost —	5	16 0	_
400			-		
			00	10 0	0
	_				
100				-	-
		Argal Cr.	i		
65.			1		
fune	7	By Cash for 2 Casks weight — 18 oo oo Sold to 7. H. ?	28	16 0	
		By Cash for 2 Casks weight 18 oo oo Sold to 7. H. } at 32's per cent 5 By the Dye-house for 72 oo oo Particulars at 30's 6 Particulars at 30's 6			
10	_	By the Dye-house for ———— 72 00 00 spent as per	108	00 0	0
		By Goods remaining for 80 00 00 left at 30s	120	00 00	
		Loft in weight 00 00 27	000		
		,	256		-
		170 00 27	2,0	10	
-	-			-1-	-
565.		Allom Cr.			
ecem,	30	By the Dye-house for 2 Tuns spent	50	00 00	
		By Goods remaining for 2 Tuns left———————	50		- 1
					-
20			99	00 00	1
10				1	1

The Leidger of the Dye-house Partable Account.

			-		
- (()		Brazil Wood Dr.	l.	8.	D.
1664. Fanuar.	15	To Stock of Charles Doble for 1 Tun	28	00	00
1665. May		To John Coplestone for 1 Tun	28	00	~
Chay	3	10 Juni Copie ione 101 1 1 dil	-	00	00
	-			-	-
1664.		Coucheaneel Dr.	150	~	-
Januar. 1665.	15	To Stock of Charles Doble for 1001 suttle at 303	1,0	00	00
Stay	15	To John Coplessone for 60' suttle at 28'	82	00	
7		To the Dye-house for the neat gains	236	00	00
	-				_
1664.		Fustick Dr.			
Januar. 1665.	15	To Stock of Charles Doble for 18C at 6:8d	6	00	00
April	7	To John Garthwait for 2 Tuns at 65 8d per cent.	13	06	08
- 1			19	06	08
1664.		Coppras Dr.			
Januar.	15.	To Stock of Charles Doble for 3 h'h' neat 16C at 10'	8		00
		To Cash for 1 h'h' neat 5C at 10's	10	10	00
				_	-
1664.		Mather Dr.			1
Januar.	15	To Stock of Charles Doble for 10 Bales of Crop Mather neat 85 C at 41 —	340	00	ac
1665. August	12	To Jericho Cudworth for 2 Bales of Mul Mather neat 30C at 305	45	60	oc
0,		To the Dye-house for the neat gains ————————————————————————————————————	3	08	oc
200	_		388	08	oc
1664.		Shumack Dr.			
Januar.	15	To Stock of Edward Frankling for 10 Bags neat 70C 29ts at 165	56	8	oc
1665. Chi ay	20	To John Coplestone for 10 Bags neat 65C at 15'	48	15	oc
_			105	03	oc
-66	-	Island Wood Dr.		-	-
1664. Fanuar.	15		60	00	ОС
	ľ	To John Coplessone for 1 Tun	14		
	_		74	00	oc
1665.		John Watkins Dyer Dr.			
May	7	To Coucheaneel for 601 futtle fold him at 315	1	00	OC
June	7	To Cash paid him in full	07	16	
	-		100	16	00
1664.		Spanish Indico. Dr.			
1665.	25	To John Watkins Dyer for 3 Cask futtle 3361 at 65	100	16	oc
April	7	To John Garthwait for 2401 futtle at 6:84	80	00	OC
	1		180	16	oc
	10		•		

The Leidger of the Dye-house Partable Account.

665.	30	Brazil Wood Cr. By the Dye-house for 1 Tun spent By Goods remaining for 1 Tun left	28 28 56	00	0000
565. Atay	7	Coucheaneel Cr. By John watkins Dyer for 60¹ futtle fold him at 31⁵ ———————————————————————————————————	93 60 21 62 236	00	00
165. Lcem.	30	Fuffick Cr. By the Dye-house for 180 spent at 6.84 By Goods remaining for 2 Tun left cost	6 13 19	00 06 06	08
154. D:em.	30	Coppras Cr. By the Dye-house for 3 h' h' spent By Goods remaining for 1 h' h' left	8 2 10	10	00
165. §ne lem,	24 30 -	Mather Cr. By Cash received for 2 Bales of Crop Mather neat 17C at 4 ¹ 4 ^s fold L.M By the Dye-house for 68C spent at 4 ¹ By Goods remaining for 2 Bales of Mul Mather cost ————————————————————————————————————	272	00	00
is.	30	Shumack Cr. By the Dye-house for 10 Baggs spent cost By Goods remaining for 10 Baggs left cost	56 48 105	15	00
100	30 	By Goods remaining for 2 Tuns left ————————————————————————————————————	29	00	00
65. -ch	25	By Spanish Indico for 3 Cask qt 3C grosses 3361 suttle at 61 per pound ————————————————————————————————————	100	16	-
		By the Dye-house for 3 Cask spent cost By Goods remaining for 2401 suttle cost	180	00	00

The Leidger of the Dye-bouse Partable Account.

an Artist T.		O J / /		
		4 11 - 1 - 1	1.	8.
V		Jericho Cudworth Dr.		
1665.	-	To the Dye-house for the Earnings following, 70 Cottons in Colours at 201	. 70	00
May July	7 8	300 Yardsof Cotton green at 5'	70 75	00
July	10	70 Star Bayes Woad blew at 15°	52	10
August	12	60 Long Flannels in Colours at 6' 8d	20	00
Sept.	16	200 Manchester Bayes at 9'	135	00
October	7	600 Northern Kersies at 6 in Colours ————————————————————————————————————	180	CO
	-		532	10
1	_			_
		P.····	2011	
1664.		Bayes Dr. To Cash for 40 pr of White Bocking double Bayes qr 2000 Yards at 41?		
Febr.	22	per peece	160	00
August	12	To Fericho Cudworth for 20 po of Coxhall Bayes qt 1400 Yards at 2º 64?	1	
Jang "Je		per Yard ——————————————————————	175	CO
-		To the Dye-house for the neat gains	100	00
- X			435	00
LV			17.70	
	-	The second secon	-	
		The god free	146	
1665.	Н	John Coplestone Dr.		
Mov.	30	To Bayes for 40 ps double Bockings at 61 To the faid for the Exchange of 20 White Coxhalls for so many Black?	240	CO
1400.	28	ones ————————————————————————————————————	20	00
10		ones	260	00
	4	The second secon		
15		The Mark State of the State of	DIP	
-			35	_
100			to III	
-//-		John Garthwaith Spanish Merchant Dr.	100	Ш
1664.	17	To the Dye-house for the Earnings following, 600 Ell Broad Perpetuanoes in Colours at 41 per peece.	120	00
1665.	*/	800 Eli Biodo Perpetuanoes in Colours at 4-per pecce		
Spril	5	400 Hunscot Sayes Dutch Blew, at 50	100	00
June	4	700 Coloured Bayes at 123	420	00
Sept.	9	700 Coloured Bayes at 123	750	00
Decem.	7	100 peeces of Searges in Colours at 3º 4d	16	13
	-		1406	13
		0.11-1/10/11	111	1
1665.		Goods remaining Dr.	311	
Decem.	30	To Coals for 17 Chaulder To Argal for 5 Cask w 8cC at 30s		16
U		To Allom for 2 Tunns cost —	120	00
-0	-	To Brazil Wood for 1 Tun		00
	_	To Coucheaneel for 451 at 285		CO
100	-	To Fuffick for 2 Tuns coft	100	C6
VI I	-	To Coppras for 1 Hogs-head		10
	-	To Mather for 2 Bales of Mul neat 30° at 30°		00
12 1	-	To Shumack for 10 Bags neat 65C at 157		15
001		To Spanish Indico for 2 Tuns cost ————————————————————————————————————		00
100		To Bayes for 20 peeces White Coxhalls cost		ce
200	_	To the Dye-house for loose Wares, viz. Hay, Weld, Bran, Soot, 2	0.0	00
		Alder-bark, Galls, &c. left to the value of	10	00
1 1	_	To Utenfils for their Value	234	13
1 14	1	1	913	-

The Leidger of the Dye-bouse Partable Account.

	_				
	1		1 1.	18	D.
1665.		Jericho Cudworth Cr.		1	
August		By Bayes for 20 p'Coxhall q' 1400 Yards at 2'. 64.	1	100	100
azing inju	11	By Mather for 2 Bales of Mul Mather, weighing netto 30C at 30' per cent.	17:	1	00
Decem			1		00
Decem	1 2	By Cash paid in part	13:		00
- 0	1	By Ballance owing by him	180	199	00
		A STATE OF THE PARTY OF THE PAR	532	10	00
			300		
	-	A STATE OF THE PARTY OF THE PAR			
ाज					
				_	_
11500			-		1
1665.		Bays Cr.	-		0
April	130	By Fohn Coplestone for 40 ps of double Bocking Bayes dved Black, fold	240	00	00
196	1	him at 61 per peece	240		00
Nove.	28	him at 61 per peece		00	001
-200	N	White ones —	20	00	00
	R	By Goods remaining for 20 ps White Coxhall Bayes	175	00	00
	Y		435	00	00
	-	Brownian	43)		1
		A STATE OF THE PARTY OF THE PAR			
-	-			-	-
1665.			-	-	
		John Coplestone Cr.			
May	3	By Brazil Wood for I Tun		00	1
340	15	By Brazil Wood for i Tun By Coucheaneel for 60¹ futtle at 28¹	82		00
250	20	By Shumack for 10 Baggs neat 65C at 15'		15	
June	25	By Island Woad for 1 Tun at 141 ——————————	14	00	
Decem.	30	By Cash paid to Ballance	87	05	00
200			260	00	00
136		The second secon			[
0 =	IL.				-
1665.	20	- John Garthwait . Cr.	7	1	
April	7	By spanish Indico for 24ct suttle at 6: 84	80	00	00
12.1	-	By Fustick for 2 Tuns at 6 8 the C gross ———————————————————————————————————		06	
Sept.	29	By Cash then paid	500		
240	-	By Cash then paid		13	
Decem.	28	By Cash paid to Ballance	812	72	04
9.5		by Cam paid to Danance			
100			1406	13 10	4
2130			- 10		
	=	-		[-	-1
	•	Goods remaining Cr.	1 1		
100	20	By Account of Ballance born thither — ——————	913	00	8
			MI I		
				1	+
		The second secon			
	0		2.		
	8	State of the state		-	
	X	the state of the s			
		1 No. 2011 - 2011	4 1		
10 V	5-3	Ball Minn should should should should	711		
2.75	100	The second secon	1		
90,00	1				
30 2	1				
10			100		
		The second secon		1	
1			1 1 16	1	
1.			1		

The Leidger of the Dye-house Partable Account.

				1. 1	g. D.
			Dye-house or Loss Dr.	W	B
20		0.	To Wares for fundry Commodities spent, viz. in a Year	115	
		W)	ending the 29 December, 1665.	100	
			1. S. d.	No.	
		To C	Coals for 40 Chaulder	100	
		To	Argal for 72C — 108 00 co		
			Allom for 2 Tuns 50 00 00	600	
		Tol	Brazil Wood for I Tun 2800 co	18 0	
	-	To	Coucheaneel for 4c' at 30' 6c 00 00 he faid for 15' at 28' 2100 00		
		Tot	Fulfick for 18C at 6 8 8 600 00	795	04 00
		To	Coppras for 3 h'h' 800 00		
-		TON	Mather for 68C Crop at 41	سدد	Mar.
	10	TOS	Shumack for to Baggs 56lo8 co !		
		ToI	fland Woad for 3 Tuns — 45 00 00 Spanish Indico for 3 Cask — 100 16 00		500
73.1	6	ToS	Spanish Indico for 3 Cask ————————————————————————————————————		
w la		ToS	Stock of Adam Barker for a Years Rent	100	00 00
		Tog	John Garthwait for an Abatement		13 04
	-	To	Cash for the Total of fundry Disbursements in the outward Column- he Stocks of the Partners for the Dividend, being the neat gains	004	12 03
	R	Tot	f one Years Trade	107	10 09
1 1		01	Offic Teats Trade		00 04
	1	1		20,0	100 07
		1		- 10 m	
	-			100	
-			22-1-02-02-02-02-02-02-02-02-02-02-02-02-02-	170	
			Account of Ballance Dr.	- 0	
10	L	_	shewing where the Estate is.	- 1	
			Goods remaining for their value ————————————————————————————————————		80,00
		10	Cash ————————————————————————————————————	449	
C	100	10)	Terreno Charvorro Owing Dy Inini	180	-
-		. 1		1542	10 05
30			The state of the s		
100		7		Ext	
		1			
		100			
				100	
1 1	H		All the same of th		
	10		all the second s	1. 7	
	Ш			1	
	1,				18 B)
	1			. 1	
	1		To proceed in new Books let the Debitor and Creditor side of Ballance		
1 = 1			change places be transcribed and Posted thus, viz.	D)	
			A 0-11		
11	1	To	Account of Ballance Dr.		
	1		Stock of Adam Barker		00,00
11	1		Stock of Edward Franklin		00 00
	1	1	The state of the s		00 00
	11			1500	00 00
	1	1			
1	1				
1	1.				

The Leidger of the Dye-house Partable Account.

1.				1 1.	18	. D.
	Per Contra Dye-house or Pro	ofit	Cr.			
	D.A. IC. I					
	By Argal for the neat gains By Coucheaneel for the faid					00
	By Coucheaneel for the laid			4	. 00	00
	By Mather gained thereby By Bayes for the like					00
	By Bayes for the like	1 1 1	Λ	100	00	00
	By Goods remaining for divers loofe Goods left	that are charged to.	Ac-3	10	00	00
	count in the Disbursements per Contra				1	1
	By John Garthwait for Earnings			1406	13	
	By Fericho Cudworth for the faid	8		532		00
				2058	00	04
1				1	1	1 1
					-	
					1	
			- 1			
`						
_						
-					_	
i	Ballance per Contra		Cr.			
	fhewing to whom due		- 1			
	By Adam Barker due to his Stock			915	16	7.7
	By Charles Doble for the faid —————			510		
	By Charles Doble for the faid			515	16	
	By this Account to leave each man 5001 in St	ock, there must be n	ore	1542		
	divided in Cash 421 1039d viz.			1)42	10	09
		l. s. d.				
	To Adam Barker ——————	-15-16-11				
30	To Charles Doble	10-16-11				
	To Charles Doble — — — — — — — — — — — — — — — — — — —	15-16-11				
	9.3					
		42-10-09				
				1		
				1		
_						
				-		
1				J		
-		•	- -			
	Accompt of Ballance		Cr.			
	By Wares remaining post the Particulars ——			070		
	By Cash remaining ——————————————————————————————————					08
	By Jericho Cudworth owing by him —				19	
	-) Junior district of military		-		00	
				1500	00	00
				1		
			1	-		
				1	-	
		+x5			1	



A Controversal Accompt,

PARTABLE

Between Three Merchants:

In an ADVENTURE for the

Streights or Levant.

	44 1 1 1 1 1 1 1 1 1 1 1 1 1	1,	g.	D.
74. prel	Three Merchants enter into a Copartnership, to Lade a Cargazoon of Goods, on the Ship Neptune, bound for Smirna in the Streights, to divide Profit and Loss, Proportionable to their Stocks.			
	First the said Company Buy of Simon Segerstone Clothier, a parcel of Broad Cloaths, viz.			10 1
	20 York-sbire Gall Blacks at 101 per ps qt 28 Yards each	200	00	00
	10 Western Reds qt 30 Yards each at 10 per peece	300		
	10 Suffolk Violets qt 28 Yards each at 171 per ps	170		
	3 W. Jr. rn Greens qt 38 Yards each at 101 per pecce	30	00	OC
		700	00	OC
	The Company having engaged equally for the Payment thereof, he is to forbeat the Value, till the Ships return, within 8 Months more or lefs, and then to take out the Value in Cotton Wool, at the price Currant, in the Interim, to be allowed Interest at 6 per Centum per Annum; Wheresore		,	ł
	this Adventure is in equal thirds, but the following Stocks are Proportionally Partable.	Ł	À	J
				1
	John Speed is to furnish his Stock in Bayes and he bringeth in			ı
	20 peeces of Bockin double Bayes qt 1000 Yards made two Bales, at 41 per	175	00	OC
	peece		00	
-63	80 pecces of Manchester of 46 Yards in a peece at 41 made 5 Bales ————————————————————————————————————	7	00	
	And paid to John Collins one of the Adventurers to Disburse in Customs —		00	
	1 and 7 and 5 and	600	-	=
	Moreover there is due to John Hethergood Dyer, for Dying the faid 120? peeces of Bayes at 15° per poone with another xC! which according to custom, he trusts the Company with till the end of the Year		00	ı
	Henry Marvail, another of the Adventurers, furnisheth his Stock in Searges and Perpetuanos, viz.	36		Ì
	100 ps of Colchester Scarges q 2200 Yards at 5' per Yard	540	00	oc
	The Dying and Sealing at 4s per peece	20		00
	Package into 5 Bales with Carriage	1	10	CC
	40 peeces of Perpetuano's Yard Broad at 31 per peece	120	CO	
	Package in two Bales and Charges ————————————————————————————————————	3	00	
	Package, Setting, Pressing, and Caldaring	40	00	
	Dying of these 60 peeces at 4'	3	00	
	, 8	740		
		740		
	20.00			
	(0)			
	The second second		1	

	The vv apr-Dook of the Levalle I artable Quefiton.			-
		1.	g.	10.
i	John Collins furnisheth his Stock in Kersies, viz.			
	200 Narrow York-shire Whites qt 3600 Yards at 115' per ps	350	00	00
	100 Nemberry Whites of 2400 Yards at 15	480		
	100 Newberry Whites qt 2400 Yards at 45	98		
	Package in 12 Bales with Wrappers	1 -	00	1
	Package III 12 Baies with vv tappers			
	. Paid Custom outwards , viz.			
		-0	03	
	Of 320 peeces of Kerlies			
	Oi 120 peeces of Bayes — — — — — — — — — — — — — — — — — — —	13	10	
	Of 100 peeces of Searges	4		
Ц	Of 60 peeces of Perpetuanos Paid for Tillers, Canvas, Tape, Buckram, Rope, and Package of 3 Bales	2	04	00
	Paid for Tillers, Calivas, Tape, Buckram, Rope, and Package of 3 Bales		16	
	of Broad Cloaths Classes Saling and IVV			
	More for Customs, Charges, Sealing, and Ware-house-room	11	10	00
	Disbursed for a Feast at the Ships setting out	_ 5	00	00
	the state of the s	A page		
		0		
	December the First			
П	The Ship being returned and arrived, Heary Marvail, one of the Adven-			
	turers, agreeth with the rest to allow them 12 per Centum Profit of all the			
	Monies invested into Mohair Yarn, and to take that Commodity upon his			
	own Account at 5° the Doller or \.			
	The state of the s			
V				
	December the Second.			
	John Collins, one of the Adventurers, at the request of the rest, is to Dis-			
	burse Money for taking up the Returnes, and accordingly, did so, and gives			
	in the following Account of Sales, &c.			
	For the Custom of 60 Bags of Galls ———————————————————————————————————	15	08	06
J	Freight and Charges		00	
-	For the Custom of 1600 Baggs of Cotton Wool Freight at \$\mathfrak{F}_1 \frac{1}{2} per \mathfrak{B}_2 \mathfrak{B}_2 \mathfrak{F}_2 \mathfrak{F}_2 \mathfrak{F}_2 \mathfrak{B}_2 \mathfra	125		
	Freight at \$ 11 per Bagg at 5° per \$	600		
	Craneage Charges and Ware-house-room		12	
	For Cultom, Freight, and Charges of 6 Bales of Chamlets ————————————————————————————————————	128		
ı	More due to the Farmers of the Customs for the Additional Impost of the		1	
B	Chamlets ————————————————————————————————————	64	00	00
		-70	1	
		1 11		
	December 10th			
II.	Sold to Simon Segerstone Clothier, 600 Bags of Cotton Wool weight gross,		-	
	425C netto tare 4 per centum abated 409-3-8 the 81 allowed or abated at	1229	05	col
	31 per centum			
1	Being Delivered in payment for Cloth formerly bought, for which he is		1	
П	to be allowed 8 Months Interest at 6 per centum, and the Ballance or Surplus			
	due from him, is to be taken out in Broad Cloths for the next Adventure,	_	i	
	which he hath in readiness, and wherein the Adventurers will run an equal			
	hazard.			
	1 1			
				1

	THE RESERVE AND ADDRESS OF THE PERSON NAMED IN	_	
A second	1.	g.	D.
December 11th Sold John Hethergood Dyer, 27 Baggs of Galls neat tare 71 per Bagg de-	192	10	00
ducted 77C at 2 ¹ 10 ⁵ per Cent. And two of the Adventurers, viz. John Collins and John Speed have bought? the remaining \$33 Bags of the Company neat 93C 2q ¹⁵ 12 ¹ at 2 ¹ 10 ⁵ per cent. to Ship off in halves for Dantzick	234	00	00
The second secon	-	ı	
December 12th Sold Abraham Bennett Merchant 400 Baggs of Cotton Wool neat 273C		7.4	000
at 2 ¹ 18 ¹ per cent. Towards the which he payes in hand	,791 291	14	1
The rest payable within one Month.	4		
Ditto 14th.	-		
Sold John Saunders 600 Baggs of Cotton Wool neat 410 C at 31 In lieu whereof he is to deliver the Company Manchester Cottons and Fustians at the price agreed upon, and afterwards mentioned.	1230	00	00
The first agent after a second and a second	77	ı	
Ditto 16th Received into the Ware-house from John Saunders			
300 ps of Manchester Fustians qs 38 Yards each at 365	540 260		
12 Drumfats for Package valued at		00	
niu din 16 maind			
Ditto then also received 80 p. of Northern or Kendal Cottons for Wrappers at 20Yards each at 6 ^d a Vard	40	00	0.
50 Manchester Rowles at 40 Yards a peece is 2000 Yards, at 3° 64	350	00	01
Dreffing 6' and Dying 9' a peece in Colours to be allowed him is	37	10	0
Ditto			H
Sold to Philip Clarke 4 Bales of Chamlets qt 120 ps by measure 2400 Yards	720	00	0
For the which he payes in hand to John Collins ————————————————————————————————————	400	00	0
The remainer to transford Awonths. The remainer of the Chamlets being 40 p' the Adventurers have equally? Thated and valued at	240	00	0
The state of the s			
Abraham Bennett having by reason of his Debts betook himself to the Fleet, the Adventurers Compound his Debt for 10° in the Pound, and	250	00	0

	The vv alt-Doog of the Levant Partable Queltion,	
	fanuary 25th 1664.	s. d.
	The Adventurers met, and Henry Marvaile, one of them, being unwilling to Adventure in the Cottons and Fustians; John Collins and John Speed have taken them upon their own Accounts at the first Costs for a Partable Voyage in halves for Spain.	
	And then the Adventurers agreed to give the Captain of the Ship the Ballance in his hands. And to allow John Collins for Disburfing the Customs, and for Ware-	,
	And defire him against the next meeting to give in the Account Stated,	00 00
	The Foreign Dollers or \$\footnote{8}\$ to be rated at 5\secach.	
	Advertisement.	
	After the Factors Foreign Account follows the Leidger of this Question brought to a Ballance required, in the performance l. whereof, the difficulty that hapned was about the Profit of the Returns of Cloth, which seems equitably Divided, when	
	the whole Profit of the Returns, viz 875 1810 Bears such Proportion thereto, viz 214 0406	
	As the Sum Adventured in Returns 3759 0402 Doth to the Produce of the Cloth 991 1809 But before this Diffribution could be made, it was necessary to Divide the 351 Loss, allowed for Accomptant-ship, and given	
-	the Captain (which concerns the whole) in such Proportion as the Costs of the whole Adventure outward, viz. —— 4213 1103 Doth to the whole Adventure homewards —— 3759 0402	
	And thus there will arise to be applyed to the Account of Loss outwards And the remainer homewards 18 09 11 16 1001	
-	Now how much of this outward Lofs, viz. ————————————————————————————————————	
The second second	Adventure outwards — 4213 1103 To the first Costs of the Cloth — 742 0600 Lastly, the Partable Profit on the whole, viz. — 957 1609	
1	is divided in such Proportion as the Stocks that the Adven- turers had lying in Disburso, during the term of the Voyage.	
	(4	
	<u></u>	

Broad-Cloths 3 Bales qt 43 Pecces To Cash paid Freight at \$\frac{1}{2}\$ to per Bale To ditto paid Custom and Port Charges To Provisions at \$\frac{1}{2}\$ 2 per centum To Account Current for the neat proceed		
To Cally maid Ereight at & to ner Role	Dr.1	35
	92	
To Campaid Fielght at \$ 10 ptr Bate		30
To auto paid Cultom and Port Charges ————————————————————————————————————		130
To Provisions at \{\frac{1}{2} per centum		84
To Account Current for the neat proceed	≸	3967
	8	
	4	4212
	-	
	11 1000	
Bayes 11 Bales qt 120 Peeces	Dr.	
To Cash paid Freight at \$ 7 per Bale	\$	77
To Cash paid Freight at \$7 per Bale To Custom and Port Duties, Warehouse, and Charges To Provisions of Sales at \$2 per centum	¥	140
The Children of Color of Sa per centum	92	140
10 Provinciis of Sales at \$2 per temam	4	64
To Account Currant for the neat proceed	#I	2919
		3200
Searges 5 Bales q ^e 100 p ^s		
To Unight at 98 a ter Rale	92	125
To Freight at # / per Date	4	35
To Cain paid Cultom and Charges	\}{	120
To Freight at \$7 per Bale	 -}	III
To Account Currant for the neat proceed ———————————————————————————————————		3401
	7 5 7	3667
		300/
Perpetuanos 3 Bales qº 60 Peeces	Dr.	
and any to d	95	
To Freight ————————————————————————————————————		24
To Cash paid Cultom and Port Charges ————————		35
To Provisions of Sale	 ≸I	18
To Freight ————————————————————————————————————		823
To recount Outsuites the new freezes		900
	1000	900
C D1	-	
Kersies 12 Bales qt 330 peeces	Dr.	
To Cash paid Freight at \$ 8 per Bale		96
To ditto for Customs and Port Charges ———————	≸	176
To Cash paid Freight at \$ 8 per Bale ————————————————————————————————————		88
To Account Currant for the neat proceed ———————————————————————————————————	2 V	
10 Account Currant for the near proceed ———————————————————————————————————	P	4040
		4400
Galls	Dr.	
	92	600
I O Canh Daid for 60 dollble Bags witten I mintare at the A per i mintar	4	
To Cath paid for 60 double Bags w 150 Quintars at \$4 per Quintar —	1	25
To Cash paid Custom and Charges	 	I 2
To Cash paid for 60 double bags w' 150 Quintars at \$ 4 per Quintar — To Cash paid Custom and Charges ————————————————————————————————————	V .	600
To Cash paid for 60 double Bags w ¹ 150 Quintars at \$\frac{2}{3} 4 per Quintar — To Cash paid Custom and Charges To Provisions at \$\frac{2}{3} per centum ————————————————————————————————————	1	027
To Cash paid for 60 double Bags w' 150 Quintars at \$ 4 per Quintar — To Cash paid Custom and Charges To Provisions at \$ per centum ————————————————————————————————————		637
· Cotton Wools	Dr.	
· Cotton Wools To Cash paid for 1600 Bags w ^t 1200 Quintars at ¥6 ———————————————————————————————————		
· Cotton Wools		7200
· Cotton Wools To Cash paid for 1600 Bags w ^t 1200 Quintars at ¥ 6 ——————————————————————————————————		7200
· Cotton Wools To Cash paid for 1600 Bags w ^t 1200 Quintars at ¥6 ———————————————————————————————————		7200 280 149
· Cotton Wools To Cash paid for 1600 Bags w ^t 1200 Quintars at ¥ 6 ——————————————————————————————————		7200
· Cotton Wools To Cash paid for 1600 Bags w ^t 1200 Quintars at ¥ 6 ——————————————————————————————————		7200 280 149
Cotton Wools To Cass paid for 1600 Bags w ^t 1200 Quintars at \$ 6 ——————————————————————————————————	Dr.	7200 280 149
Cotton Wools To Cash paid for 1600 Bags w ^t 1200 Quintars at \$\overline{6}\$ ————————————————————————————————————	Dr.	7200 280 149 7629
Cotton Wools To Cash paid for 1600 Bags wt 1200 Quintars at \$\frac{1}{2}\$ 6 ———————————————————————————————————	Dr.	7200 280 149 7629
Cotton Wools To Cash paid for 1600 Bags wt 1200 Quintars at \$\frac{1}{2}\$6 ————————————————————————————————————	Dr.	7200 280 149 7629 2100 84
Cotton Wools To Cash paid for 1600 Bags wt 1200 Quintars at \$\frac{1}{2}\$ 6 ———————————————————————————————————	Dr.	7200 280 149 7629

-	and Design of the Design of the property of th		^
	Broad Cloaths Cr.	1 1	1 a.
œ	By Cash for 3 Western Greens made 152 Picos at \$21 per Pico \$	380	00
	By Ditto for 10 Weltern Reds and 20 York-shire Blacks made 780 Picos at \$3		
	per Pico	2340	0-
	By ditto for 10 Suffolk Violets made 373 Picos at \$4	1492	0^
I	}	4212	00
41			
-3	Parent		
	Bayes Cr. By 20 ps of Bockin and 80 ps of Manchester fold at \$30		20
	By 20 p ³ Coxhall at \$ 60 per peece\$	3000	00
	By 200 Coannual of 60 per pecce	1200	
		4200	00
	and and control of the second	= 10	
	Searges Cr.		
	By Cash received for 100 ptq 2934 Picos at \$ 1 per Pico	3667	40
1	,	3007	
		1.1	1
	The second second		
	V - A - V - V		
			_
	Perpetuano's Cr.		- 1
u	By Cash received for 60.ps sold at \$ 15 per ps	900	00
75			
3	the second of the second		
v	ACCOUNT OF THE PARTY OF THE PAR		
100	the property of the second sec		
	· ·		
4	vf		
46	Kerlies Cr.		
	By Cash received for 20 Sorting Hampsbires at \$ 35 each	700	_
4	By the faid for 100 Newberry Whites at \$ 13	2400	
	By the faid for 1002 Centerry Wintes at # 13 ——————————————————————————————————		00
-	· · · · · · · · · · · · · · · · · · ·	4400	00
7	MINISTRAL PROPERTY AND ADDRESS OF THE PARTY AN		
			-
7	Galls Cr.	11.5	
3	By Account Currant for the first Costs ———————————————————————————————————	627	40
2	The state of the s	637	40
100	A STATE OF THE PARTY OF THE PAR		
0.0			
			_
,	Ry Account Current for the first Costs	1	
R.	By Account Currant for the first Costs ———————————————————————————————————	7629	40
	Alle.		
	The second secon		
		1	
		1 1	9
7	CI. I	more.	-
3	Cr. Chamlets Cr.		
	By Account Currant for the first Costs born thither — \$	2227 5	74

		-		-
	the second secon	See .		
	Mohair Yarn	-	\$	1
	To Cash paid for 14 Bales probed in Poles and an Out of the	Dr.	t	4.
	To Cash paid for 14 Bales pack'd in Felts wt 50 Quintars at \$ 60 per Quinta	r-≱	3000	200
	Taligots Without Fells Wear () mintars at 16 fer Oninean	— ≸	1281	
	To Culton and Port Charges . Gr.	_ %	1201	OC
	To Provisions at \$2 per centum	4	172	200
		- P/	89	09
			4542	
				10,
	- the control of the	10		
		6		
	Pril A O O O O			
	The Account Current of the Adventurers	Dr.		
	To Galls for the first Cost of 60 Bags	_ 95	627	
	To Cotton Wools for the first costs of 1600 Bags	200	637	40
	To Chamlets for the first costs of 160 pt	4	7629	48
	To Mohair Yarn for the costs of 14 Bales 10 Fangots	- f:	2227	54
	To Cash paid the Captain for the Come D.	- 1	4542	05
	To Cash paid the Captain for the Comp. Primage	- \$1		06
	To the faid paid intil the Dallance due	- ¥	60	00
	Smirna the 20th September, 1664. Thomas Chilingworth.	" -		
	8,	14	5150	73
	THE RESERVE AND ADDRESS OF THE PARTY OF THE	- 13		
			A	
				-
1664.	Broad Cloaths in equal Adventure Dr.		100	
April	10 Simon Seger frome for 42 Ds Cost		g.	
	To the faid for 8 Months Interest	70	000	00
	To Stock of John Collins Dichard L. D.	2	8 00	00
	To Stock of John Collins Disburled for Package, &c.		2 16	
	To the faid for Customs, Charges, Sealing, and Warehouse-room		1 10	
	but a but a biopolition of 261 allowed to a Accomment	- 7		
	hip, &c.			
	R To the Stocks of the Adventurers for their equal Dividend		21051	02
	The tribit equal Dividend		3 05	
			12	
10.00		460	12	OI
1/1		460		OI
		460	12	OI
	Stock of John Speed	460	12	OI
	Stock of John Speed	1200	03	03
	Stock of John Speed Dr. To Cottons for his moity of 80 ps and 50 Rowles	1200	12	03
	Stock of John Speed Dr. To Cottons for his moity of 80 ps and 50 Rowles	1200	03	03
	To Cottons for his moity of 80 p' and 50 Rowles To Fustians for his moity of 420 pt	1206	03	03
	Stock of John Speed Dr. To Cottons for his moity of 80 ps and 50 Rowles To Fustians for his moity of 430 ps To Chamlets for his stoff account divided.	1206	15 00 0	03
	Stock of John Speed Dr. To Cottons for his moity of 80 ps and 50 Rowles To Fustians for his moity of 430 ps To Chamlets for his \$ of 40 ps divided	213 406	15 00 0	03
	Stock of John Speed To Cottons for his moity of 80 ps and 50 Rowles To Fustians for his moity of 430 ps To Chamlets for his \$\frac{1}{2}\$ of 40 ps divided To Simon Segerstone for the \$\frac{1}{2}\$ of his Ballance to be employed in the next	213 406 80	15 00 00 00 00 00 00 00 00 00 00 00 00 00	03
	Stock of John Speed To Cottons for his moity of 80 ps and 50 Rowles To Fustians for his moity of 430 ps To Chamlets for his \$\frac{1}{2}\$ of 40 ps divided To Simon Segerstone for the \$\frac{1}{2}\$ of his Ballance to be employed in the next	213 406 80	15 00 00 00 00 00 00 00 00 00 00 00 00 00	03
	Stock of John Speed Dr. To Cottons for his moity of 80 ps and 50 Rowles To Fustians for his moity of 430 ps To Chamlets for his \$ of 40 ps divided	213 406 80	15 00 00 00 00 00 00 00 00 00 00 00 00 00	03
	Stock of John Speed To Cottons for his moity of 80 ps and 50 Rowles To Fustians for his moity of 430 ps To Chamlets for his \$\frac{1}{2}\$ of 40 ps divided To Simon Segerstone for the \$\frac{1}{2}\$ of his Ballance to be employed in the next	213 406 80	15 00 00 00 00 00 00 00 00 00 00 00 00 00	03
	Stock of John Speed To Cottons for his moity of 80 ps and 50 Rowles To Fustians for his moity of 430 ps To Chamlets for his \$\frac{1}{2}\$ of 40 ps divided To Simon Segerstone for the \$\frac{1}{2}\$ of his Ballance to be employed in the next	213 406 80 167 135	15 00 00 00 00 00 00 00 00 00 00 00 00 00	03
	Stock of John Speed. To Cottons for his moity of 80 ps and 50 Rowles To Fustians for his moity of 430 ps. To Chamlets for his \$\frac{1}{2}\$ of 40 ps divided. To Simon Segerstone for the \$\frac{1}{2}\$ of his Ballance to be employed in the next Adventure in Broad Cloths. To Ballance due to compleat the Provenue of his Stock.	213 406 80 167 135	15 00 00 00 00 00 00 00 00 00 00 00 00 00	03
664.	Stock of John Speed. To Cottons for his moity of 80 ps and 50 Rowles To Fustians for his moity of 430 ps To Chamlets for his \$\frac{1}{2}\$ of 40 ps divided To Simon Segerstone for the \$\frac{1}{2}\$ of his Ballance to be employed in the next Adventure in Broad Cloths. To Ballance due to compleat the Provenue of his Stock Takes Hethers and D.	213 406 80 167 135	15 00 00 00 00 00 00 00 00 00 00 00 00 00	03
664.	Stock of John Speed. To Cottons for his moity of 80 ps and 50 Rowles To Fustians for his moity of 430 ps To Chamlets for his \$\frac{1}{2}\$ of 40 ps divided To Simon Segerstone for the \$\frac{1}{2}\$ of his Ballance to be employed in the next Adventure in Broad Cloths. To Ballance due to compleat the Provenue of his Stock Takes Hethers and D.	213 406 80 167 135	01 00 00 00 00 00 00 00 00 00 00 00 00 0	01 03 000 000 000 000 000 000 000 000 00
664. Decem,	Stock of John Speed. To Cottons for his moity of 80 ps and 50 Rowles To Fustians for his moity of 430 ps To Chamlets for his \$\frac{1}{2}\$ of 40 ps divided To Simon Segerstone for the \$\frac{1}{2}\$ of his Ballance to be employed in the next Adventure in Broad Cloths. To Ballance due to compleat the Provenue of his Stock To Galls for 27 Bags neat 776 fold him at 21,105.	213 406 80 167 135	15 00 00 00 00 00 00 00 00 00 00 00 00 00	01 03 000 000 000 000 000 000 000 000 00
664. Decem,	Stock of John Speed. To Cottons for his moity of 80 ps and 50 Rowles To Fustians for his moity of 430 ps To Chamlets for his \$\frac{1}{2}\$ of 40 ps divided To Simon Segerstone for the \$\frac{1}{2}\$ of his Ballance to be employed in the next Adventure in Broad Cloths. To Ballance due to compleat the Provenue of his Stock Takes Hethers and D.	213 406 80 167 135	01 00 00 00 00 00 00 00 00 00 00 00 00 0	01 03 000 000 000 000 000 000 000 000 00
664. Decem,	Stock of John Speed. To Cottons for his moity of 80 ps and 50 Rowles To Fustians for his moity of 430 ps To Chamlets for his \$\frac{1}{2}\$ of 40 ps divided To Simon Segerstone for the \$\frac{1}{2}\$ of his Ballance to be employed in the next Adventure in Broad Cloths. To Ballance due to compleat the Provenue of his Stock To Galls for 27 Bags neat 776 fold him at 21,105.	213 406 80 167 135	01 00 00 00 00 00 00 00 00 00 00 00 00 0	01 03 000 000 000 000 000 000 000 000 00
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-	n .		Per Contra Mohair Yarn Cr			
-0	ВУ	tne	Account Currant of the Adventurers for the first Costs born thither	4	542	05
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=			Per Contra the Account Currant of the Adventurers Cr			
	By]	Bro	ad Cloaths for the neat proceed of 43 ps		967	60
100	By	Bay	es for the neat proceed of 120 p'		919	00
-	By S	Sear	rges for the proceed of 100 ps		101	13
	By .	Per	petuano's for the proceed of 60 ps		323	00
-	By	Ker	rges for the proceed of 100 p'	4	240	00
VA.			790	15	150	73
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			S. F.			
-	112			1	- 1	
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 64.			Per contra Broad Cloaths Equipartable Cr.	I.	g.	D.
	20		Per contra Broad Cloaths Equipartable Cr. Thomas Chillingworth Factor at Smirna for the neat proceed of 43 peeces there fold ————————————————————————————————————	991 214 206	18	09
54.	20		Per contra Broad Cloaths Equipartable Cr. Thomas Chillingworth Factor at Smirna for the neat proceed of 43 peeces there fold Profit and Loss Partable for the Profit of the returns by Cloth	214	18	09
	20		Per contra Broad Cloaths Equipartable Cr. Thomas Chillingworth Factor at Smirna for the neat proceed of 43 peeces there fold Profit and Loss Partable for the Profit of the returns by Cloth	214	18	09
	20		Per contra Broad Cloaths Equipartable Cr. Thomas Chillingworth Factor at Smirna for the neat proceed of 43 peeces there fold Profit and Loss Partable for the Profit of the returns by Cloth	214	18	09
<i>t</i> .	20		Per contra Broad Cloaths Equipartable Cr. Thomas Chillingworth Factor at Smirna for the neat proceed of 43 peeces there fold Profit and Lofs Partable for the Profit of the returns by Cloth	214	18	09
<i>t</i> . 64.	20	By	Per contra Broad Cloaths Equipartable Cr. Thomas Chillingworth Factor at Smirna for the neat proceed of 43 peeces there fold Profit and Lofs Partable for the Profit of the returns by Cloth Stock of John Speed	214 206	18 04 03	09
<i>t</i> . 64.	20	Ву	Per contra Broad Cloaths Equipartable Cr. Thomas Chillingworth Factor at Smirna for the neat proceed of 43 peeces there fold Profit and Lofs Partable for the Profit of the returns by Cloth Stock of John Speed Bayes for 120 pt in a partable Adventure for Smirna cost	\$82	18 04 03	09
<i>t</i> . 64.	20	Ву	Per contra Broad Cloaths Equipartable Cr. Thomas Chillingworth Factor at Smirna for the neat proceed of 43 peeces there fold Profit and Lofs Partable for the Profit of the returns by Cloth Stock of John Speed Bayes for 120 pt in a partable Adventure for Smirna coft Stock of John Collins for Monies paid him towards Cuftoms	214 206	18 04 03	09
<i>t</i> . 64.	20	By By By	Per contra Broad Cloaths Equipartable Cr. Thomas Chillingworth Factor at Smirna for the neat proceed of 43 peeces there fold Profit and Lofs Partable for the Profit of the returns by Cloth Stock of John Speed Bayes for 120 ps in a partable Adventure for Smirna cost Stock of John Collins for Monies paid him towards Customs Broad Cloths for his; of the gains thereby	\$82 18 153	18 04 03	09
54.	20	By By By	Per contra Broad Cloaths Equipartable Cr. Thomas Chillingworth Factor at Smirna for the neat proceed of 43 peeces there fold Profit and Lofs Partable for the Profit of the returns by Cloth Stock of John Speed Bayes for 120 ps in a partable Adventure for Smirna cost Stock of John Collins for Monies paid him towards Customs Broad Cloths for his; of the gains thereby	\$82 18	18 04 03	000000000000000000000000000000000000000
54.	20	By By By	Per contra Broad Cloaths Equipartable Cr. Thomas Chillingworth Factor at Smirna for the neat proceed of 43 peeces there fold Profit and Lofs Partable for the Profit of the returns by Cloth Stock of John Speed Bayes for 120 pt in a partable Adventure for Smirna coft Stock of John Collins for Monies paid him towards Customs Broad Cloths for his to the gains thereby Profit partable for his Proportion of the Gains	\$82 18 153	18 04 03 00 00 10 09	000000000000000000000000000000000000000
54.	20	By By By	Per contra Broad Cloaths Equipartable Cr. Thomas Chillingworth Factor at Smirna for the neat proceed of 43 peeces there fold Profit and Lofs Partable for the Profit of the returns by Cloth Stock of John Speed Bayes for 120 pt in a partable Adventure for Smirna coft Stock of John Collins for Monies paid him towards Customs Broad Cloths for his to the gains thereby Profit partable for his Proportion of the Gains	\$82 18 153 248	18 04 03 00 00 10 09	000000000000000000000000000000000000000
54.	20	By By By	Per contra Broad Cloaths Equipartable Cr. Thomas Chillingworth Factor at Smirna for the neat proceed of 43 peeces there fold Profit and Lofs Partable for the Profit of the returns by Cloth Stock of John Speed Bayes for 120 pt in a partable Adventure for Smirna coft Stock of John Collins for Monies paid him towards Customs Broad Cloths for his to the gains thereby Profit partable for his Proportion of the Gains	\$82 18 153 248	18 04 03 00 00 10 09	000000000000000000000000000000000000000
54.	20	By By By	Per contra Broad Cloaths Equipartable Cr. Thomas Chillingworth Factor at Smirna for the neat proceed of 43 peeces there fold Profit and Lofs Partable for the Profit of the returns by Cloth Stock of John Speed Bayes for 120 pt in a partable Adventure for Smirna coft Stock of John Collins for Monies paid him towards Customs Broad Cloths for his to the gains thereby Profit partable for his Proportion of the Gains	\$82 18 153 248	18 04 03 00 00 10 09	000000000000000000000000000000000000000
54.	20	By By By	Per contra Broad Cloaths Equipartable Cr. Thomas Chillingworth Factor at Smirna for the neat proceed of 43 peeces there fold Profit and Lofs Partable for the Profit of the returns by Cloth Stock of John Speed Bayes for 120 pt in a partable Adventure for Smirna coft Stock of John Collins for Monies paid him towards Customs Broad Cloths for his to the gains thereby Profit partable for his Proportion of the Gains	\$82 18 153 248	18 04 03 00 00 10 09	000000000000000000000000000000000000000
f. 64.	20	By By By	Per contra Broad Cloaths Equipartable Cr. Thomas Chillingworth Factor at Smirna for the neat proceed of 43 peeces there fold Profit and Lofs Partable for the Profit of the returns by Cloth Stock of John Speed Bayes for 120 pt in a partable Adventure for Smirna cost Stock of John Collins for Monies paid him towards Customs Broad Cloths for his to the gains thereby Profit partable for his Proportion of the Gains	\$82 18 153 248	18 04 03 00 00 10 09	000000000000000000000000000000000000000
64. pril	20	By By By By	Per contra Broad Cloaths Equipartable Cr. Thomas Chillingworth Factor at Smirna for the neat proceed of 43 peeces there fold Profit and Lofs Partable for the Profit of the returns by Cloth Stock of John Speed Bayes for 120 pt in a partable Adventure for Smirna cost Stock of John Collins for Monies paid him towards Customs Broad Cloths for his to the gains thereby Profit partable for his Proportion of the Gains	\$82 18 153 248	18 04 03 00 00 10 09	000000
64. 64.	20	By By By By	Per contra Broad Cloaths Equipartable Cr. Thomas Chillingworth Factor at Smirna for the neat proceed of 43 peeces there fold Profit and Lofs Partable for the Profit of the returns by Cloth Stock of John Speed Bayes for 120 ps in a partable Adventure for Smirna cost Stock of John Collins for Monies paid him towards Customs Broad Cloths for his s of the gains thereby Profit partable for his Proportion of the Gains John Hethergood Dyer Cr. Bayes in Voyage to Smirna for Dying 120 ps	\$82 18 153 248	18 04 03 00 00 10 09 00	000000000000000000000000000000000000000
64. pril	20	By By By By	Per contra Broad Cloaths Equipartable Cr. Thomas Chillingworth Factor at Smirna for the neat proceed of 43 peeces there fold Profit and Lofs Partable for the Profit of the returns by Cloth Stock of John Speed Bayes for 120 pt in a partable Adventure for Smirna cost Stock of John Collins for Monies paid him towards Customs Broad Cloths for his to the gains thereby Profit partable for his Proportion of the Gains	\$82 18 153 248 \$02	18 04 03 00 00 00 00 00	000000000000000000000000000000000000000
		By By By By By By	Per contra Broad Cloaths Equipartable Cr. Thomas Chillingworth Factor at Smirna for the neat proceed of 43 peeces there fold Profit and Lofs Partable for the Profit of the returns by Cloth Stock of John Speed Bayes for 120 ps in a partable Adventure for Smirna cost Stock of John Collins for Monies paid him towards Customs Broad Cloths for his s of the gains thereby Profit partable for his Proportion of the Gains John Hethergood Dyer Cr. Bayes in Voyage to Smirna for Dying 120 ps	\$82 18 153 248 002	18 04 03 00 00 00 00 00 00 00 00 00 00 00 00	000000000000000000000000000000000000000
64. 64. 64.		By By By By By By	Per contra Broad Cloaths Equipartable Cr. Thomas Chillingworth Factor at Smirna for the neat proceed of 43 peeces there fold Profit and Lofs Partable for the Profit of the returns by Cloth Stock of John Speed Bayes for 120 pt in a partable Adventure for Smirna cost Stock of John Collins for Monies paid him towards Customs Broad Cloths for his to the gains thereby Profit partable for his Proportion of the Gains John Hethergood Dyer Cr. Bayes in Voyage to Smirna for Dying 120 pt Kersies in Ditto Voyage for Dying 320 pt	\$82 18 153 248 002	18 04 03 	000000000000000000000000000000000000000

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			1. 1.	18.	B
1664.		Stock of Henry Marvail Dr.	100		
Decemb	1	To Mohair Yarn for the first Costs of the whole Parcel	1135		
	-	To Profit Partable for the 12 per Centum gains To Simon Segerstone for 3 of his Ballance to be adventured in Broad-cloths	136		8
	7 7	To Galls for the Moity of 30 Bags to be adventured to Dantzick	167		0
	16	To Chamlets for the \(\frac{1}{2}\) of the value of 40 ps divided \(\frac{1}{2}\)	86	00	
1 3		To Chainlets for the 3 of the value of 40 p. arvival	1635	16	·
			1037	1	1
	1				П
0				_	Ш
			7		1
1664.	•	Stock of John Collins Dr.			
April		To Stock of John Speed for Cash received towards payment of Customs— John Collins Dr.		00	oc
D/	10		- 1	1	
Decemb	10	Cloaths for the next adventure	167	0.4	25
1 -1	11		10/		100
900		for Dantzick	117	00	loc
	12		291	14	
	16	To Philip Clarke for Cash received in part of Chamlets	400		
	-	To Chamlets for f of the value of 40 ps divided ——————	80	00	oc
Januar.	20	To Abraham Bennet received upon Composition for his Debt ———	250	00	OC
	25	To Cottons for the Moiety of the first Costs of 80 p' and 50 rowles to	1.5		
		Ship for Spain	213	1	
	R	To Fustians for the Moity of the Costs of 430 peeces	406	1	
	17	To Ballance due to himself upon this Account	553	12	1-
		The second secon	2497	03	0
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.d.			100		
.d.			124	Ì	
.d .					
.1664.		Siman Seaerflane Clathier Dr.		_	
166A. Decemb		Simon Segerstone Clothier Dr. To Cotton Wools for 690 Bays nette 2006-2012 at 21 per Cent		_	
		Simon Segerstone Clothier Dr. To Cotton Wools for 600 Bags netto 409C-3qrs at 31 per Cent.	1229		00
	. 10	Simon Segerstone Clothier Dr. To Cotton Wools for 600 Bags netto 409C3qrs at 31 per Cent.	1229		00
	10	Simon Segerstone Clothier Dr. To Cotton Wools for 600 Bags netto 409C3qrs at 31 per Cent.	1229	 05	-
		Simon Segerstone Clothier Dr. To Cotton Wools for 600 Bags netto 409C3q ²⁵ at 3 ¹ per Cent.	1229	-	00
	10	Simon Segerstone Clothier Dr. To Cotton Wools for 600 Bags netto 409C3qrs at 31 per Cent.	1229	05	00
		Simon Segerstone Clothier Dr. To Cotton Wools for 600 Bags netto 409C3qrs at 31 per Cent.	1229	05	-
	10	Simon Segerstone Clothier Dr. To Cotton Wools for 600 Bags netto 409C3qrs at 31 per Cent.	1229	 05	00
	10	Simon Segerstone Clothier Dr. To Cotton Wools for 600 Bags netto 409C3qrs at 31 per Cent.	1229	05	00
Decemb	10	To Cotton Wools for 600 Bags netto 409C3q1 at 31 per Cent.	1229	 05	00
Decemb	10	Bayes Partable in Voyage to Smirna Dr.			
Decemb	10	Bayes Partable in Voyage to Smirna Dr. To Stock of John Speed for 120 ps Cost with Charges	582	- 00	CO
Decemb	10	Bayes Partable in Voyage to Smirna To Stock of John Speed for 120 ps Cost with Charges To John Hethergood Dyer, for Dying the same To Stock of John Collins disbursed for Customs outwards	582 90	00000	
Decemb	10	Bayes Partable in Voyage to Smirna Dr. To Stock of John Speed for 120 ps Cost with Charges	582 90 13	- 00	00000
Decemb		Bayes Partable in Voyage to Smirna To Stock of John Speed for 120 ps Cost with Charges To John Hethergood Dyer, for Dying the same To Stock of John Collins disbursed for Customs outwards	582 90 13 44	000	- COOOOOO
Decemb		Bayes Partable in Voyage to Smirna To Stock of John Speed for 120 ps Cost with Charges To John Hethergood Dyer, for Dying the same To Stock of John Collins disbursed for Customs outwards	582 90 13	00 00 00	00000

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:664.	1.	Stock of Henry Marvail Cr.		15.	10.
April		By Searges for 100 ps Colchester in a partable Adventure to Smirna —	561		100
1000		By Perpetuanos in Ditto Voyage for 60 ps cost ————————————————————————————————————		3 10	00
		By Broad Cloaths for i of their neat gains ————————————————————————————————————		10	:8:
- 4		By Broad Cloaths for 3 of their neat gains ————————————————————————————————————	306		6:
100		By Ballance owing by Henry Marvail	435		04
98			1635	-	-
		And the second s	103)	1	, ,
			700		
	-				
664.		Stock of John Collins Cr.			
April	-	By Kersies for 320 ps in a partable Adventure to Smirna the first costs		-	
- 10		with Package, are as per particulars		00	00
		By the faid for Customs outward ————————		03	
		By Bayes in ditto Voyage for Customs of 120 ps	12	,00	
	150	By Searges partable for Customs of 100 ps	A.	OI	
		By Perpetuanos partable for Customs of 60 ps	2	04	
		By Broad Cloaths for Package of 3 Bales		16	
		By the faid for Charges, Customs, Sealing and Warehouse -	II	1 1	
		By Loss partable disbursed for a Feast at the Ships setting out	05	00	
-		Fahn Collins Cr	0,		
ecemb	2	By Galls for Cuftoms inwards disburfed	15	08	06
666 1150	-	By the faid for Freight ————————————————————————————————————	32	00	
-	м	By the faid for Freight — By Cotton Wool for the Cuftoms — By Cotton Wool for the Cuftom Wool for	125	00	
		By the faid for Freight	600	00	
-0.00		By the faid for Freight ————————————————————————————————————	9	1 1	00
	1	By Turky Chamlets for the Cuftoms	128	1 1	
		By Loss partable allowed for disbursing the Customs —————		00	
		By the faid allowed for Stating the Account	20	3 8	00
-		By the faid allowed for Stating the Account	153	1	87
	- 3	By Profit partable for his Proportion of that Dividend	402	177	2!
		2) 1 tonspure to 1 to 1 to 1 to 1 to 1 to 1 to 1 to			
		200	2497	03	
-		a - a m			
	-			-1	-
664.		Simon Segerstone Cr.			
1pril		By Broad Cloaths for 43 ps fold the Company as per particulars	=	00	0.1
recemb	10	By the faid for 8 Months Interest thereof	700		
anuar.	25	By Ballance carried to the Stocks of the Adventurers each 3 to be made	28	00	201
13.0		good in Cloath for another Adventure	501	05	2
-10		Bood in Gloring Lind and Lind	501	05 0	_
			1229	05,0	00
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100	1	THE SALE OF THE SA			
100		and the second second second second	-	i	
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		Bayes			1
664.					1
sept.	20	By Thomas Chillingworth Factor at Smirna for their neat proceed as per	729	15 0	00
12.50		Account ———— \$ 2919.00\$			
		1	100		1
		All and the second second			
17 7 18			1		
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1.6					1

		210 2008 0 0 00 200 000 200 000			
1664.		Searges Tripartite in Voyage to Smirna Dr.	11.	g.	0
April	-	To Stock of Henry Marvail for 100 ps of Colchesters cost-	561	10	00
1 1		To Stock of John Collins disbursed for Customs outwards ————	4	10	Ò:
	R	To Profit Partable for the neat gains ————————————————————————————————————	284	14	OE
			850	05	05
1 1 3				_	
1 1 -					i
1664.		Perpetuanos Partable in ditto Voyage Dr	1 700	1	
April	-	To Stock of Henry Marvail for the Costs of 60 peeces	178	1	
	P	To Stock of John Collins disbursed for Customs outwards	25	01	_
	R	To Profit Partable for the neat gains	-	-	00
			205	15	OC
	-			-	-
		Kersies Partable in Voyage to Smirna Dr			
1664.	_	To Stock of John Collins for 320 ps cost with Package	934	00	OC
April	_	To John Hethergood for Dying -	. 96	00	
	_	To Stock of John Collins disbursed for Customs outwards	- 18	03	04
		1001001101 Juliu 0111101 101 1011101 10111111 10111111	1048		
				1	
	-			-	-
1664.		Thomas Chillingworth Factor at Smirna Dr. \$ a.	17. 1		
Sept.	20	To Broad Cloaths \$ 3967 60		18	0
	-	T- D	729	15	01
	-	To Scarges for the neat 120 ps 34011	850	05	0
	-	To Perpetuanos proceed of 60 ps \$230	205	15	01
	-	To Kersies	1010	1-	
		151507	3 3787	14	C
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			1		П
			5		Ш
	-			-	
		Calla Damahla Du			
1664.		Galls Partable To Thomas Chillingworth for the first Costs of 60 Bags at Smirna——		107	
Sept. Decemb	20	To John Collins disbursed for Customs	159	68	
Dicimo	1 _	To the faid disbursed for Freight and Charges	32	00	
	R	To Profit Partable for the neat gains	219		
	1	10 2 route 1 dreaded for end-route Games	426	-	-
			420	1	
	-			-	-
1664.		Cotton Wool 1600 Bags Partable Dr			
Sept.	20	To Thomas Chillingworth for the first Costs at Smirna	1907	08	oc
Decemb	1	To John Collins for the Customs by him disbursed ——————	125	00	
	-	To the faid for Freight and other Charges -		12	oc
			609		
Januar.	20	To Abraham Bennett for the Moiety of his debt lost by Composition—		00	OC
Januar.	20 R	To Abraham Bennett for the Moiety of his debt lost by Composition— To Profit Partable for the neat gains————————————————————————————————————			-
Januar.		To Abraham Bennett for the Moiety of his debt lost by Composition—	358	00	oc
Januar.		To Abraham Bennett for the Moiety of his debt lost by Composition—	250	00	oc
		To Abraham Bennett for the Moiety of his debt lost by Composition— To Profit Partable for the neat gains ————————————————————————————————————	250 358 3250	00	oc
1664.	R	To Abraham Bennett for the Moiety of his debt lost by Composition— To Profit Partable for the neat gains ————————————————————————————————————	250 358 3250	00 19 19	00 00
1664. Sept.	R	To Abraham Bennett for the Moiety of his debt lost by Composition— To Profit Partable for the neat gains ————————————————————————————————————	250 358 3250	19	0C 0C -
1664.	R	To Abraham Bennett for the Moiety of his debt lost by Composition— To Profit Partable for the neat gains ————————————————————————————————————	250 358 3250	18	00 00
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1664.	1	Searges Cr.	11.	18	D
Sept.	20	By Thomas Chillingworth for the neat proceed of ioo pi	850		
		,	,	1	1
	-	The second second second second	3.0		
			100		
	-		CO. 11		10
	-			-	1-
664.		Perpetuano's Cr.	11.7		
Sept.		By Thomas Chollingworth for the neat proceed of 60 ps	205	15	100
•	1	- January Charles for the near proceed of 80 p	20)	1	1
		the court of the c	111		
		A second			
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664.		Kersies Partable Cr.			
ept.		By Thomas Chillingworth for the neat proceed of 320 ps	1010	00	00
anuar.		By Lofs Partable for the Ballance loft on this Commodity ————	38	03	02
<i>u/> u (,</i>	V	by Lois Pattable for the Danance fort on this Commodity	1048	03	04
	۵		1040	-5	
		The state of the s			
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cc.		Thurse obilling work Cal & la		١,	
664.		Thomas Chillingworth Cr. \$\\ \frac{1}{4}\\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	750	0=	-
ept.	20	12 0 177 16 0 1 00 0	159	97	
	-		1907	08	
100	-	By Mohair Yarn Costs of 14 Bales 10 Fangots — \$\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	1135	10	
	-	1. 7 a a a a a a a a a a a a a a a a a a	556		
****	-	By Loss partable for the Ships Comp. Primage, and Averidge \$ 5406	13	10	04
anuar.	25	By Ditto for the Ballance paid the Cap and by the Adventu-	15	00	00
		rers given him ———————————————————————————————————		-	
-90		₩15150.73	3787	14	06
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15				-	_
. 2	u				
664.		Galls Cr.			
ecemb	1.1	By John Hethergood Dyer for 27 Bags netto 77C fold him at 21 106 -	192	10	00
100	II	By John Collins for his Moiety of 33 Bags Shipt in Partnership for Dantzick			E
		as per Walt-book	117	00	00
itto	-	By Stock of John Speed for his Moiety thereof -	117	00	00
			426	10	00
100				_	
	_		1		
664.		Cotton Wool Cr.			
)ecemb	10	By Simon Segerstone Clothier for 600 Bags netto 409C-3q11 fold him at 31			
		per Centum-	1229	05	00
10	12	By Abraham Bennet for 400 Bags netto 273C fold him at 21- 18 per cent	791	14	00
	14	By John Saunders for 600 Bags fold him netto 410C at 31 in barter	1230	00	00
			3250	19	00
			1		
				_	-
664.		Chamlets Cr.	-		
ecemb	16	By Phillip Clarke Mercer for 4 Bales qui 120 Peeces by measure 2400 Yards	-		
		Sold him at 6s per Yard	720	00	00
		By the Stocks of the three Adventurers for 40 peeces equally Shared by			
		measure, and valued at	240	00	00
			-	00	-
	1				
	1		100		

		8 3		-	
		Mohair Yarn Dr. Fourteen Bales in Felts. Ten Fangots without Felts.	i.	g.	D.
1664.				-	
Sept.	R R	To Thomas Chillingworth for the first Costs To Profit partable for the neat gains	1135	04	04 07
11			1271	_	II
	Е				
	_	·			_
1664.		Farmers of the Customs Dr.		4	
Januar.	25 R	To Ballance standing out due to them	64	00	00
				P	
	M	The property of the same of the		7	
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1664.		Abraham Bennett Dr.			
Decemb	12	To Cotton Wool for 400 Bags netto 273C fold him at 21 18s per Cent.	791	14	00
1/4					
00-					13
		The second secon			18
1					
1664. Decemb	14	John Saunders Clothier Dr. To Cotton Wool for 600 Bags netto 410C fold him in Barter at 3 ¹ per cent.	1230	00	00
	R	To Ballance due to him	09	10	00
		The second second	1239	10	00
		the the tendence of tendence of the tendence of tendence of tendence of tendence of tendence of tendence of tendence of tendence of tendence o		E	
	-		-	-	
1664.		Cottons Dr.		E	
Decemb		at 20 Yards — each at 6d per Yard	40	00	co
	-	To the faid for — -50 Manchester Rowles qt 40 Yards each is 2000 Yards at 35 64			-
6	_	To the faid for Dreffing and Dying at 15°a p° in Colours ———	350	10	00
			427	10	00
		The state of the s	50	Я	
1					_
1664.		Fustians Dr.			
Decemb	16	To John Saunders for 300 ps of Manchesters containing 38 Yards each, at			
	_	361 per peece To the faid for 130 peeces of Lancashire Millains at 21.	540 260		00
	-	To the faid for 12 Drumfats for Package -	12		00
Sec.		2010-01-01	812	00	00
			7 3		
		4			

		The Letager of the Bevailt I arrable & refitors		-		
703	1			1,	18.	i D.
1664.		Mohair Yarn	Cr.		1"	1
Decemb	I	By Stock of Henry Marvail for his Contract for them	4	1135	1:0	04
Decemo	1	By the said for the 12 per Centum Profit agreed			1	
	1	by the falcior the 12 per cemana Front agreed		136	1	
		, ,	-)	1271	14	II
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1664.		Farmers of the Customs	Cr.		-	
Decemb	2	By Chamblets for the Additional Impost of 160 peeces near 6401	at 21			
100	- 1	per pound value at 1 sper pound		64	00	00
				000		
- 10						
1.5						
1000	12	the second secon	-			
	-					
664.		Abraham Bennett	Cr.			
)ccemb	12	By John Collins for Cash paid in part				1
anuar.		By the said for the Moiety of the Debt upon Composition ——		291	_	- 1
wiener.	_	By Cotton Wool for the other Moiety lost ————————————————————————————————————	-1	250	00	00
		by Cotton wood for the other wholety lost		250	00	00
0.00				791	14	00
9.00						
						_
		The state of the s				
664.		John Saunders	Cr.			
ecemb	16	By Cottons received in Barter as in ditto Account		427	10	00
100	_	By Fustians so received		812	00	00
			-	1239	10	00
100						
100		12 AT. 14				
100						
	-				-	-
664.		Cottons	Cr.			
inuar.	25	By John Collins for the Moiety of their Costs per Contra, being by	him		- 1	
· ·	4)	intended for Spain in another Partnership	*******	213	15	201
100		By Stock of John Speed for the other Moiety				_
	_	by otomor your of the other history	-	213	15.	90
100		A company of the second		427	10	00
-	w.	Landan Company of the				
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100		The second second		'		
1					_	-
1100		n o		57		
664.	W	Fustians	Cr.			
anuar.	25	By John Collins for one Moiety for his Adventure to Spain -		406	00	00
100	-	By Stock of John Speed for the other Moiety		406	00	00
1100			-	812	00	00
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D. Balletin					1	1

		1 100 Lotagor of the Levalle 1 without 2 hopes.			
1664.	1	Philip Clark Mercer Dr.	i,	g.	D
Decem.	16	To Chamlets for 120 p in 4 Balos q 2400 Yards fold him at 6 per Yard	720	00	C¢
PIP					
		The second second	40		J
F				·	2
1664.		Losses Partable outwards Dr.	W.		
Sept.	20	To Stock of John Collins disburfed at a Feast To Kersies for the Ballance lost by that Commodity	38	03	O2
1	=	To the Proportional part of 201 for Accomptantship and of 151 gratuity given the Captain to be placed here	. 18	09	I
+ 1 1		Be more estimates as broad note		ĺ	I
		Y (7.1	4.3	ı	ı
		Losses homewards Dr. To the remainer of the said 351 placed here	16	10	0
000		To Thomas Chillingworth for the Primage, &c. of Goods homeward paid the Ships Comp.	13	10	0.
Januar.	25	To John Collins for Disbursing the Customs, &c To Broad Cloaths for its Proportion of the Profits of the returnes	20 214	00	•
- 3	P.	To Ballance being the Proportional Dividend	957	16	0
137		-	1283	14	1
		The state of the s			ı
		Profit Partable \rightarrow Dr. $ I. s. d. $		9	
CHI		To Stock of John Speed for its Proportion24809 11	1.2		ı
	-	To John Collins for his Proportion - 402 17 3 1	15	1	ı
1.1		957 16 09	w.		ı
T.			m		i
	E	the said of the first tenth of the	000		3
		Tallana of the Comment Account	1	-	
Januar.	25	Ballance of the former Account Dr. To John Hethergood Dyer owing by him	6	10	01
4. 9.		To Philip Clerke Mercer, owing by him To Stock of Henry Marvail, owing by him	320 435	00	01
			762	06	-
	4		100	Е	ı
		The state of the s			
			70		
111		1	70		
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	1		1,	S.	D.
1664.		Philip Clark Mercer . Cr.			
Decemb		By John Collins for Cash paid him in part	400	00	
	R	By Account of Ballance born thither ————————————————————————————————————	320		-
		Co. Commence and and Address	720	00	CO
	L	All and the second seco			
		the 10 I would exhibit to both with while the Later Court	4		
	1-		-	_	
1664.		Profits Partable outwards Cr.			
Sept.	20	By Bayes for the neat gains ————————————————————————————————————	44	15	00
		By Searges for the gains ————————————————————————————————————	284		
	_	By Perpetuano's for the gains ————————————————————————————————————	25	01	00
		tuity to be charged there	2	05	02
430			3)	
		At any a party of the			
		' Drofite Daviable homewards Cr	-0		٠,
Fanuar.	-	By Galls for the neat gains —	0.7.0	7.4	00
150		By Cotton Wool for the gains of 1600 Bags	358		
-	-	By Chamblets for the gains of 160 pieces'	211		
100		By Mohair Yarn for the neat gains on that Commodity	136	-	<u>~7</u>
7.	-00	And the second s	1283	14	II
1. 15.5			700		
	1		377		
130		the same of the sa	700		
		Section of the Property of the Party of the			
		And the second s			
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	k	Who had a been been a supply to the supply t	1		
0.000	1				
-16		300			
	-			-	-
100		Per Contra Account of Ballance Cr.	877		
-100		Shewing to whom the same is due.	day.		
		Part la Camplage due to him			
		By John Saunders due to him————————————————————————————————————	9	10	
		By Stock of John Speed due to it upon Ballance	135	00	_
100		By John Collins due to him upon Ballance	553	12	
17.				06	
The same of the sa		FINIS.			
	-	, , , , , , , , , , , , , , , , , , , ,			
- 2					
		This Book is so well Corrected, that there is not found above one penny			
		Ferrour in the Sums, and that in the Ship Question: Punctations, if wanting, the Reader may supply.			
		Star Wall little	1		
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LONDON,

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The Accountants Closes:

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PREFACE

The READER.

HE intrinsecal scope of any Maxime, Courteous and (therein) Learned Reader, hath either to purpose a benesit or a pleasure, whereof generous Spirits in effect never will make any difference, but at a distance, in that they will get the true Benefit by the solid Pleasure, and the infallible Pleasure by the Benefit thereof. We use to supply the decay of corporal strength by necessary Food and Nourishment. Our Spirit or Mind (within speaking with us) cannot otherwise well be fed, but by solid Learning, yet never be satisfied; which is a strange thing of the more than humane mind of Man, in that no man in this transitory condition will be found never so ingenious and learned who could not yet learn and comprehend much more. Our Mind is no circumfered vessel, that could but contain a certain quantity; nay it is infinite, endless, unsearchable, all-capable, that in all things can find a period, save in it self, and haply can be wearied out, but never be satisfied and replenished with Learning and Knowledge so much as not to desire to know and learn still much more. Now if naturally all Men are desirous of Knowledge, then the question is, Why such a desire is not apparent and visible with all men? Answer, In as much as an hungry Stomach hath no appetite for loathsome nor over-hot Meats, whereof it cannot partake, so likewise every man destres to know, but not ever that which is necessary and requisite for him, nor by the means he abbors and shuns: nay many men desire for raw and unwholsom fruits when they stand more in need of Physick.

Some are of opinion that it is much better to learn but one thing artificially and fundamentally, than to keep our sclues pel-mel upon many Sciences at once. But others there are that think themselves to be expert of all things, and yet never desire to learn so much perfeetly as but a single one. For the first opinion these Reasons and Arguments here ensuing are alledged: Whereas Knowledge and Sciences being gifts of the Mind and treasures of the Spirit, as also the felicity of Riches doth not consist in the possession, but lawfull use thereof, so likewise it is insufficient to know much, but such Knowledge indeed must be improved, which can be performed much better by such a man that makes but one thing his constant study, than by another who learns much, but altogether impersetly; thence it comes that a great confusion is occasioned in the Mind of Man as incapable to comprehend several things (no more than our eye properly can object but one thing) at once. If we consider the shortness of our Life, and the many things we are to study, then we will see we have scarce time enough to learn but that one thing whereunto we are ordained by Nature. And from thence it is why that excellent Lord and Chancellour of England, Verulam, was of Opinion that there should be written a particular book of every Creature, as a book of Salt, a book of Sulphur, and another book of Coals, &c. For (faith he) in that we desire to know all things, we do not know any thing perfectly; no more than the current of a River having several arms or irregular ways will run as swiftly as that which slows streight forward and regularly. Many men if compelled against their own inclination unto any work of the Brain, (for that

The Preface to the Reader.

of the hands having another Nature) can perfect but little to purpose by all their Industry; and thence it is said, that such a one is born (as it were) for Poetry, and another for Painting, or Musick, and the like. But for smuch as there never hath been any body indued by Nature with all gifts together and at once, so a man can be but sit for one thing, and if educated and instructed in the same from his minority, he may certainly attain to the highest pitch of perfection. But those men who think to learn all together are most like unto a certain country Swain that endeavoured to pull the Horses tail altogether off at once.

But those who are of opinion that many things, if not perfectly, yet sufficiently may be learned and comprehended altogether at one and the same time, do alledge these and the like Reasons, viz. That there is nothing in this world which hath not many uses and benefits, and to find out which requires many ways trial; but what Science is there which is not united and knitted with many other Arts? therefore, say they, it is necessary that all should be comprehended and brought together, according to art, in an orderly Method.

The mind of man being a perpetual and constant sire that cannot be kept long by one Pill; it being an immortal Spirit that cannot be satisfied in this concave of sading vanity, but is ordsined as it were to search and apprehend the great misteries of God and its own Nature; Who is it then that will ressel such a power except he that doth not understand the same within himself? So likewise is the Term of Life not too short, if it were not shortened by unprositable work, and Death surthered by a disorderly living. From whence is it that the innate desire to know all things comes, if we must content our selves with but one thing; which yet not onely would be tedious, but also of little advantage and benefit to we since there is no part which contains all the rest, but they are divided distinstly and peculiarly according to their dimensions? Considering the Knowledge of many Tongues, it sinst wery necessary for all Divines. Why then should it be said, this man doth understand the Hebrew, and therefore he cannot learn the Syriack or Arabick Tongue, another doth speak Latin, and therefore he cannot learn Italian or Spanish? To the contrary, it will rather follow, that such a man can attain to the knowledge of the rest by so much the easter as he doth speak or understand the Original: the like condition it hath with all other Parts.

The deciding of this Question consists sirst in its proper Sense, and then in the difference of mens Spirits. If by the word Part or Science be understood the original Knowledge of a thing, then it will rather be better to know all or much than but one thing; but if there be meant by it a foretaste and learning in part onely, then it will be better to know but one thing singly, well and throughly, than many things poorly. For a shot into the mark is better than twenty at rovers; a Science leading unto truth is better than hundred others that lead off from truth. But how we are to shun all needless superstuity, and to trace the next way unto all manners of learning, we will refer the Reader to its place.

But inafmuch as the shapes and Gestures of all men are differing one from another, so likewise are their Spirits. Some there are indeed who resemble those beauties that easily can win every heart to themselves; and unto such nothing seems impossible, but they are apt to learn all things which they undertake without any difficulty. Some are of a meaner fort, which for the most part are more sit for the common use, they learn much by diligent Industry, but remain ever in their apprentiship, and never are contented with what they purchase. But some are altogether deformed Spirits, being scarce so apt to discern what serves for their livelyhood, and such men (for the most part) must maintain themselves by their handy-craft work and drudgery. The Scope also is considerable which some one or other man aims at, and whereunto his object is prefixed; that man that is addicted unto a certain principal Science, must bestow his Industry much otherwise than he who studies but for his pleasure. 'Tis the saying of Plato, that Nature (destining every man unto a certain thing) did bestownnto some Men a Gold Mind, to some other Men an Argentine Mind, and to the rest a mind of Iron; and it is well known that one Metall is not appliable nor fit instead of another, but each in its proper place: and in such a skilfull use consisteth the felicity of Governments.

The Preface to the Reader.

And therefore seeing that the Lord of all Goodness did not impart unto every Country all forts of Fruits and Commodities, nor unto every Man all forts and manners of Spiritual gifts, it is mest necessary to have an universal intercourse and correspondency both of Trade, Arts, Sciences, and all good things, for the general dealing in such pretious Commodities: but the enemies of Vertue ought not to be admitted thereunto. To which end the Authour of this Book did venture to appear upon the Stage and Publick Market place with his first Summer. fruits, of a thort Method and New way of Accounts, for the manage and dealing of all the rest: withall confessing that the Excellency thereof consists not in its literal composure, but in the wife practice and use thereof; no more than a Harp (or some other musical Instrument) with its several and distinct strings, of it self will give any comfort, if it be not strained unto a pleasant and delightfull Harmony or tune by some skilfull Hands: yet for all that it may fitly be termed an Artificial and Exquisite Mirrour of other Mysteries, as it is of Divinity, Justice, Reason of State and natural Maximes. As for instance, whereas there immediately proceeds from the onely God, the Holy Trinity, producing Life, Light, Love and all Escritial goodness, which furthermore appear in several powerfull operations, as it doth in Faith, Charity, Hope, Patience, Humility, Prayers, and all other Vertues; and so to the glory of God the Authour and the good of man perpetually are going about circular, as it were, for all Eternity: So likewife proceeds from the account of the Stock a Treble account of all Effects, Money and Gain; and from which furthermore rife and grow all the other accounts, Debtors and Creditors, as its consequent branches and boughs. still returning from Balance to Balance, unto the first Spring and Original thereof. And forasmuch as Faith without Charity in a manner is dead, so likewise will be the Estate without Gain, the one being revived and cherished by the other: whereas to the contrary it were altogether dead and unprofitable if gain were wanting; but being together they are as it were, one the body, and the other the foul and life thereof.

Truth, Justice and Equity being represented, in that the least Fault, Error or Transgression will not be undiscovered or unremedied by the Balance, as an infallible Umpire and just Judge thereof.

Moreover concerning things Polemical and Private, it will shew with much case and delight how we may not enely keep and preserve that which we have already in our possession, but also low it may fitly be augmented and improved. But that confifts chiefly in the wellordered application thereof; and especially if we observe these ensuing Rules, viz. Devout Prayers, diligent Industry, a merry Mind, a Conscience void of offence, not to inquire after Strange things, not to believe our own Fancy, not to be offended at a merry Word in jest; to seek Honour among our likeness, to instruct the Ignorant, to learn of the Wise, to ask what we do not understand, to be courteous towards all Men; seeing it is an infallible Maxime, Who speakswell will be commended, who doth well will be done well unto, who firives after renown must behave himself gentle, who mislikes sincerity cannot be counted pious. As for example, if our Ability and Effects rightly be Stated to account, then we may make use thereof even with profit and pleasure, either in our life-time or at our decease, both as a Mirroug, Inventory, Testament and Last will towards our Heirs and Successions. Besides that we may fee from time to time how far the Talent which God hath trusted us with correspondetb with the improvement, how nigh the Gain doth balance the Lofs, in which defells appear, and how any thing amiss may be remedied. Item, what course might be taken towards any advantageous design and occasion, with such like innumerable Consequences, which for brevities sake are left to the serious Consideration of the Ingenious Practicioner.

As for the common and usual way of the so called Italian Book-keeping, the Authorist this Book is not Ignorant: but seeing those Volumes which as yet are exstant in several languages are altogether very large and circumstantial, consisting commonly of 3,6,7, or more Books, as is Memorialor Waste-book, Cash book, Book of Charges and Expences, Book of Bills of Exchange, Books of Accounts, Bills and Acquittances, Copy-book, Journal, Mensal, Annual and Lieger, &c. and in regard that hitherto no such Exact and short Method did arrive to his hand, he did presume, so as for the good of the Publick and the love to his Neighbour.

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Neighbour, to compose this short abridgment of a well-proportioned and ordered Principalbook or Lieger, containing as it were all the rest as aforesaid, with this considence, that haply he may prove at least usefull and serviceable unto some that are capable thereof; defiring neither Vain-glory nor undeferved Blame for all his pain and industry, but rather hoping that the curious Praclitioner will not be found negligent at any occasion to supply the imperfellion of this work with his more perspicuous Ingeniosity, and where he shall see it necessary, to add such other accounts requisite thereunto as would beautiste the whole Structure so much the more. He for his part is very willing to be instructed by any ingenious man, not onely in this, but also in all other things, being assured that he did not at least wife intend to offend any body, if not haply he hath made way for many others unto Vertue and Knowledge: accounting the fingularity of this Work as an unmoveable Pillar on the High-ways, by which an unexpetted Traveller may fare well, and another more expert one not be served at all And moreover it can be possible that the like Work would be unfeasible unto many, who although they did not want sufficient Skill and Knowledge, yet had need of industry and opportunity requisite thereunto. A short Account without either pleasure or prosit must needs be tedious: the Proportion of goodness is the thing aimed at, and not the Multiplicity of words. The love of a man towards his Country and Zeal unto all Liberal Sciences are commendable onely in their purity and naked sincerity. Part of Learning is a special gift of God imparted unto man, and is not prohibited by his Law, but by the Ordinances of Mahomet; leading from evil unto good, mitigating the present instruities, and governing the appetite. What Socrates faid once of a Looking glass; that cannot improperly be applied to parts and learning; Tea if a man onely for his internal Intellects and not for his external Regard is to be counted a man, then respect is thiefly to be had unto its adornation and embellishment, and so the Proverb is verified, Speak that I may see you. That man onely is to be accounted Wise whose Knowledge is more for Profit than for an Outward shew: For it needs must be better to know yet something though needless, than to know nothing at all.

Farthermore, it rests yet to say, that those men who are determined to publish any thing in print, are most like to those who are building on the publick streets, they must get the stones either from old buildings or out of a new Quarry: the sirst is not so difficult, and yet requires almost more industry than skill; but the other being more Cumbrous and Honourable. Of such a literal Fabrick we are first to calculate the whole Architesture, and then to begin at the lowest Foundation, and so raise it by little and little very artisticially and curiously to the top; if otherwise we desire not to get more Blame than Fame by it, or to lose again the Renown which at first we did get by the work thereafter ensuing. Those Scoffers that pass by we must suffer to talk and judge their full of it, with this assurance, that others again will judge very meanly of their Judgement.

There are so many books published that it seems almost difficult well to chuse of them: yet of those several forts of Spirits of men many more are to be found that will differ in opinion and judgment; and therefore we ought not so much to look upon the Ingenious onely, neither upon the Unskilfull, nor upon the Niggards, nor upon the Lovers of Poefy, Painting, or of Musick, &c. but upon all together, as Pipes and Organs, conveying Knowledge unto our Capacity. I must confess we live in a skilfull time, wherein Circumspection is very necesfary, and never will be immature as well in Writing as in Speaking. Certes, no sufficient Schools have been had as yet, in which upon all occasion we could have learned either so to order and temper our Speech and Silence, or to appropriate the Knowledge of all Sciences unto our selves. Ingenious men having even as well different affelts, and the better opinion are sometimes in variance among st themselves. One man cannot well fashion his things, another did not reade much; one wants Words, another lacks Discretion and Knowledge, a third needs will appropriate Parts and Eloquence altogether unto himself, desiring to be heard of every body, but himself will not hearken to any body; not considering that there is a time to speak, and another time to be silent, never a one in which all at once is to be spoken. It is of more than but a little concernment, that a man from his minority is addicted unto good books and company, to the end that pretious time might not be lost, which God had at first in such an Esteem, that he required the seventh part thereof as the Sabbath, whereas

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of all other things he commanded but the tenth part to be given. Now inasmuch as we are to shun and neglect bad and foolish Books, so likewise are we (as I conceive in my opinion) to shie and abhor the vitious and naught ones, since Conceinte is not safe by the first, and by the second our Mind cannot be satisfied. He who sequents lewd company must either be like unto them, or else be their Adversary; nay, he must either vindicate their Vices and Malice, or not resist their Ignorance. Many Contrarieties and Enmittee there are hid in Nature (whose causes are not yet found out) but no greater Contrariety or Enmity san be had betwixt Vertue and Vice, Knowledge and Ignorance, than unprostrable Books and Exercises or Discourses, for they rather will insect good manners, than good Books and solid Discourses and Exercises will remedy ill manners; and about fome sew things there may be in a naughty Book which are haply not to be slighted, yet they ever will be either of an acetous or disgussfull taste, most like unto those wild fruits of an ingrafted Tree, which neither can be eaten by a dainty mouth, nor digested by a feeble Stomach.

Who now of the Readers do perswade themselves that the Authour of this Book seeks to purchase a lasting name, greatly deceive the mselves in their conceived opinion; for he sufficiently did learn to distinguish the Vanity of such purpose; and doth know very well, that in this Mortality nothing immortal can be had or gotten. Why then should a man be so bold as to boast of that which is not his, seeing he received all, and especially the gift of the Mind, originally of God, according to the known Scripture in James 1, 17. Every good gift and every perfect gift is from above, and cometh down from the Father of Lights. Ecclefiafticus 1. 1. All wisedom cometh of the Lord, and is with him for ever. The vanity of such Remembrance is in many mens opinion, and commonly in such mens who know least of all. But what is the Name of man else but a volatile sound that flies away weth the lightness of the Air? Why then should such a shadow of Vanity eclipse the eye of our crazie mind? What would it avail to our soul (after its farewell taken from the World) if it mind? What would it avail to our jour (up.).

could partake of the same Vain-glory or not? For neither can the grievous torment of Hell could partake of the same Vain-glory or not? For neither can the grievous torment of Hell partake of the same vainteen by And yet nevertheless many men are thus drunk with such desire of Vain glory, that they not being sensible of their own Mind will be confounded at last. But much less is the Authour's design to get great Riches and Wealth by his undertaking, he being as it were his own Accomptant and one that must purchase his pleasure and prosit with great pain and industry. man that is not ignorant of the little esteem which all Arts of Peace have had in these later times of War, will believe very eafily that very little can be got; but more be lost than gained by writing of Books. To conclude, the scope of this work is chiefly intended for the delightfull benefit of the ingenious Practitioner, in that such things are propounded and stated which at his pleasure he can practise and reform according to his occasion and industry, unto whose cordial and continual affection we recommend our selves.

But as for Momus and those Scurrillours that censure and blame all things, we shall give this Caveat, that Tour Censure will be censured again by more Ingenuous men. Tou resemble those African Painters that represent the Angels black and the Devils white. Another delineating all Nations with their proper habits, but as he came to the Frenchman be drew him altogether naked with a piece of Cloth and a pair of Scissars under his Armes, to signific so much, that this man onely could not find any thing which he should like constantly. And therefore if we can please all but you, then take the Scissars and cut your self a Miter according to your own Chimera's; but be sure to free your self first (like the Hawk) of the straps, if so be that Custome onely and not Nature did tie you withall. And so we bid you farewell.

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Direction,

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Direction,

For the better understanding of, and attaining to, this Art of

BOOK-KEEPING.

Ake notice that in every Account or Page the Margent sheweth the Year and the Month: The two first Lines represent the Day of the Month when fuch things, thereafter specified, either were done or brought to Account. The first word To, in the Debet, referrs to the Creditor; and the first word By, in the Credit, referrs to the Debtor of that Parcel, and is to be found by the direction of the two fecond Lines, fignifying the Page of the Book where the money of that parcel specified in the next three Lines thereafter ensuing either is Credited or Indebted. All Accounts being of a double nature, that is to fav, where in one Page a Debtor is, there in another Account or Page must needs be a Creditor also of the same Parcel, under what name or notion foever, otherways no just Balance could be made: as the Account of the Stock, being the main Ground-work, and as it were an Inventory or Specification of every diffinct and particular Parcel of the entire and whole Estate, must be charged each distinctly in its proper nature or essence by a particular Account, referring to the same Account of the Stock again; to the end the Use and Improvement thereof may be distinguished from the Rest, and Calculation made accordingly by Gain and Loss. And so from time to time the Intercourse of Money, the Charges and Expences, the Accounts, Bills and Certificates concerning Rents, Leafes, Excifes, Affeilments, Impofts, Revenues, Orders, Trade, Commissions and the like, of the respective Merchants, Factors, Correspondents, Stewards, Farmers, Auditors. Comptrollers, Treasurers and Commissioners, must be stated and charged by their proper and particular Accounts; ever observing their due order, either in proceeding from, or reflecting to, their primitive cause and original. As soon as any Account is ingrossed and stated in the Book, then the name thereof is to be conveighed unto the Table, and there placed where the first letter of the Surname is to be found, with the number of the Page thereof, to the end it may direct you to it again upon any occasion, as by the Table hereafter ensuing may be feen.

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M	Manour of Speedwell	5.		Z	0.00	
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The Stock is Debtor.

January. 2

To St. John Ireland Kt. for Money lent upon Bond the 25th of March 1657. to be paid again within a years time, at 6 per Cent. for Interest.

To Balance, L. A. li. 60928. 12 s. for transport of this account to a new Volume L. B.

Note, That this account of the Stock is the main ground-

work of all the book and other accounts; or the body whereof the other accounts are members: and therefore as the office of the one is to nourish and cherish the others, so the duty of these are to administer unto the first; and to the end we may know what every member or branch can or will doe in its office: then we are first to make an Inventary or specification of each particular, in its proper Nature and Essence. So that we place each branch or member of our Estate distinctly to a particular account, as it is here to be seen in several parcels: and sirst by the Manour of Speedwell in Credit, which being a parcel of the Stock, and of a differing nature from the rest, we are to convey it from thence in the same Title upon a particular account, on the next page thereafter ensuing, on the lest side of the pages in Debet, with these or the like words, The Manour of Speedwell in the County of Successe (lying 12 miles from Goodfort) is indebted; which being the Title page or head of that account, you let it stand above by it felf, and proceed unto the particulars, why and to whom it is indebted, which shews itself to be, To the Stock, for the value of fuch and fuch Houses, Lands and Chattels specified there, li. 5000. which being thus placed, and stated to account, you are to proceed with the Manour and Forrest of Encrease, and all the rest of the parcels of the Stock accordingly, in order to the first, giving every parcel his particular account, so that all those in Credit of the Stock, may be as many Debtors by themselves; and to the contrary, those that are Debtors of the Stock, may be Creditors by themselves. Referring one unto another, to the end balance may be made at pleasure: and so the foundation of your building will be laid, and ready to support a curious Architecture.

1658		The Stock is Creditor. folio	2	li.	-5.	d
January.	2	By the Manour of Speedwell, li. 5000. according as it was valued to be worth, confisting in two fair Houses, a Dairie, 500 Acres arable, and 500 Acres pasture ground, several Meadows, Orchards, Gardens, and 1000 heads of Sheep and Cattel, lying				
•		within the County of Successes, 12 miles from Goodfort By the Manour and Forrest of Increase, 1i. 4000. according to estimation, lying within the Countys of Somerset and Devon—		5000		
- •		By feveral Goods and Houses lying in and about London, according to estimation li. 15000. viz. a House with an Orchard and Kitchin garden, as also 300 Acres arable, and 600 Acres pasture ground, valued to be worth li. 3000. lying 12 miles from London, and bordering on the high-way towards Oxford, com-		4000		•
		monly called <i>Plesance</i> , a fair House situated in <i>Broad-street London</i> , valued 2000 li. two other Houses in St. <i>Martins-lane</i> , worth 6000 li. one House in <i>Cheapside</i> , taxed for 1000. li. se				
		veral Closures and parcels of arable and pasture grounds about London, valued to be worth 3000 li. together is By the State of England li. 5500. for Money lent to the Parlia-	9	15000		_
		ment in Anno 1650. the 25th of March, upon publick faith, at 6 the 100. for Interest, is Principal By several Ships at Sea, one called the Hope, mounted with 20	7	55 00		4
		pieces of Ordnance, of about 400 Tuns, valued to be worth with all the appurtenances 3000 li. Another called the Fortune, of 500 Tuns and 30 Guns, valued with appurtenances 4500 li. A third called the Good-adventure, of 600 Tuns				
-	-	and 60 pieces of Ordnance, worth 6000 li. By Sr. Thomas Vincent Kt. li. 500. for Money lent him upon his bond, the 25th of March 1657 in deposition to be paid again with 6 pro C ¹⁰ Interest	3 3	13500		
		By Cash found this day in ready money of several forts of Gold and Silver Species	13	500 6500		
December. 3	I	By Gain and Loss .ii. 11928. 12 s. for so much gained and advanced by the blessing of God with the Stock in the time limitted, beside and above all Charges and Expences reduced	25	11928	12-	
			!	61928		Ξ
			2			
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1658.	Sr. John Ireland Kt. is Debtor folio	3	li.	S.
March.	To Cash li. 1060 paid upon his assignment unto his Clerk as by his acquittance for 1000 li. Principal, and 60. li. for a years Interest at 6 per Cent. as by the Contra, see folio	14	1060	
	Note, That as it is said formerly, the account of the Stock must be divided into several parcels, either in Debet, of those that are Debtors, or in Credit, of those that are Creditors to the Stock; and if specified in order according to an Inventary thereunto, you will find all those parts and parcels to be nothing else but the whole and entire Estate together, comprehended by that account of			
,	the Stock. Whereof this account being the first parcel of the Debet, ought to have the first place of the Book after the Stock: And to be the more sure of your work, for preventing Errours, observe that as soon as you have conveyed a parcel of the Stock, or any other account afterwards, upon a particular account, as this is one, and credited the Debet of			
	Sr. Thomas Vincent Kt. is Debtor.			
January.	To the Stock li. 500 for money lent him upon his bond in depo- fition, the 25th of March 1657. to be paid again with Inte- rest at 6 the 100.	2	500	
March.	To Gain and Loss li. 30. for Interest of the 500. li. Principal, from the 25th of March 1657. untill this day is one year, at 6 per Cent. cometh to	36	. 30	0,
	the same and the s	li.	530	5,
	Note, That this account, or any other of the like Nature, is altogether according to the former account of Sir Ireland, onely with this difference, that whereas the one is a <i>Debtor</i> , the other is a <i>Creditor</i> to the Stock, and therefore eafily can be observed in stating and placing them to account.	-		
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1658		Creditor no raivi U. chaque do mounte folio	4	li.	s.	ď:
January.	2	By the Stock li. rood for Money lent the 25th of March 1657. to				
March.	25	be paid again with Interest at 6 per Cent. in a years time— By Gain and Loss li. 60. for a years Interest of the above specified	I	1000	T	_
01.		li. 1000. Principal at 6 the 100. is	35	60	42	
W. Y	۱	bly and 500 to later or writer was Orchard	fi.	1060	-	\equiv
505	2	the Stock or charged the Credit thereof by that particular ac-				
	Ī	count so stated as aforesaid, you are to fign it with a point upon or near to the first line of the page where the day of the month	2	July.		
250	V.	is specified, in both accounts, by which you can see at any time as you examine your Books, that such parcels pointed are rightly				
0 ==		stated to account, and to be found both in Debet and Credit. As		:15 er.	D_c	
٠٠. وز		for Instance, this account being at first Creditor to the Stock for Money borrowed the year before it was charged to this account,				
- ((and by the point you will see that it is conveyed from the Stock				
11 1		to this particular account, and that as it is here in Credit so it must need be in Debet upon that account of the Stock. As for				
	J	Interest of this Money paid again at the expiration of the appointed time agreed on, it consequently makes the Sum greater at				
		the day of payment, and takes it from the account of Gain.				
- 1		37		·		
		1658				
3		Creditor.			ľ	
March.	25	By Cash li. 530. for 500 li. sterling, lent him the 25th of March		1-		
-		1657. with Interest for a year at 6 the 100. Received this day by my order paid unto the Cash-keeper		E20		
	h	As more at large is to be seen by Debet in Contra.	13	530		
	I	r Isal Iba I				
1	n					
10		Moreover as you are to add Interest unto the Principal of that			1	
1.41		account and Credit of Sir Ireland, and pay it together, so in the contrary you are to do with this Debtor Sir Vincent, and receive it	۱			
10		together, not forgetting to borrow the Interest of the one from	L			
		the account of Gain and Loss, (being lost Money as it were) and to add the Interest of the other (as being gained) unto the same	J			
-		account of Gain and Loss. And so at the day of payment or re-				
		ceipt thereof the Cash is to be charged, for the one in Credit as having paid it, and the other in Debet as having received it;	1			
		which being stated accordingly, and conveyed from one account to the other, the point as aforesaid will shew the con-		-		
		formity thereof.				
0		100				
		E				

1 .0	The Manour of Speedwell lying within the		11	T
1658	Goodfort is Debtor. folio	5	li.	s. d
January.	ble, and 500 Acres pasture ground, several Medows, Orchards, Gardens and Closures, 1000 heads of Cattel and Sheep, to-			
Inly.	fit of this Manour, received from the Tenents and Occupiers	2	5000	
December.	To Gain and Loss li. 250. for half a years profit received by the	36 36	250 250	
		li.	5500	-,-
	Note, That this Manour of Speedwell being a parcel of the Stocks Credit, must be placed upon a particular account (as it is here) in Debet, because it is a Debtor to the Stock, in as much as the value thereof extends it self to such and such a consideration: and being thus conveyed from the Stock, and stated accordingly; then from time to time you are to look for the Rent, Profit, Revenues or Increase, commonly occasioned either by your own vigilancy, or the diligence of your Steward, and the good influence of Heaven, from the Tenents, Occupiers or Farmers of these Houses, Dairies, Lands and Cattels, that belong to this particular account, whereof the Steward is to keep a particular Book in the Country of all and singular his Receipts and Disbursements; which also can be done by one sheet of Paper after another, so that it be but in safe Custody; and according to your pleasure is to give or send you a general Bill and Account (which commonly is done once every quarter of a year, or six Months,) and so having received and examined his bill or account, as also deducted his Disbursements from his receipts in the space of so and so much time, you are to charge the Stewards particular account of the Surplus of his Receipts, and to Credit this account (or any other Manour under a Stewards administration) of the same as effectual profit thereof, so that the Steward being indebted for that			

E	-	•				
1658		Creditor. folio	6	Ii.	S.	C
July.	£.	By Mr. Honest the Steward li. 250. for half a years Rent, Revenues and Profit of this Manour, received from the Tenents				
December.	2.	and Occupiers, according to his Bill delivered this day	17	250		_
December.	3.	and Profit, as before By Balance L' A. for transport of this Manour to a new ac-	17	250	-	_
		count, into a new Volume called the Letter B	43 li.	5000	4	_
	7		11.	5500		
	Ī				•	
-	14	fum and parcel, the Manour needs must be Credited for the same,		0		
		so that one still depend from, and correspond with the other. But as soon as the Steward hath sent and remitted the Money or		e 01	4	
	· I	proceed of his account, or paid the same by your order unto others, then as he is to be Credited for the Money sent or paid,			1	
-		and the Cash or Receiver thereof to be charged, so this profit of the Manour formerly placed in Credit, whereof the Steward was	+		1	
	7	Debtor, must now be charged to the account of Gain and Loss, as the augmentation and increase thereof, here in Debet, and there			1	
		in Credit; to the end that the Manour be no loser, but still be worth and indebted to the main Stock for the primitive Estimation				
		tion, unless it should suffer damage by some accidents and casu- alties of the Elements and Fate of Wars; In which case the whole Stock or Body, with all its intellects, must suffer by it. And				
		according to this you are to proceed with all other Manours under your Jurisdiction and Possession.				
10. 1		i William .				
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1658	The Manour and Forrest of Increase lying in the Counties of Sommerset and Devon is Debtor.	7	,li.	I.	ď.
January. 2 March. 30	To the Stock li. 4000. for so much it is valued to be worth this day by Estimation, as by a survey and description thereof—To Gain and Loss li. 100. for Tithes and Revenue of 3 months, viz. from the 30th of December 1657. untill this day, from the Tenents and Occupiers of this Forrest received (as by the Contra) about pasturage of their Sheep and Cattel, by Mr. Honest		4000	1).	-
	the Steward To Gain and Loss li. 100 more received as before by the said Steward, for Tithes and Profit from the 29th of March untill the 30th of this Instant June, about pasture of Sheep and Cattel To Gain and Loss li. 100: received more as before by the said	36	100		_
December. 30	Steward, from the Tenents and Occupiers of this Forrest, for Tithe-wool and Duties————————————————————————————————————	36			
	Concerning the ordering, stating, and managing of this Account, I shall refer you to the Note and Direction of the foregoing Manour of Speedwel, where you will be instructed more at large of both Natures. The State of England is Indebted.				
January. 2	To the Stock li. 5500. Principal lent to the Parliament upon Publick Faith the 25th of March 1650 at 5 per Cent. Interest, as by their Charter and Promise about the same Money————————————————————————————————————	2	55 00-		
		li.			_
	Note, That the State contracted this Debt several years before this account was stated, and therefore they are indebted to the Stock, for this is a parcel of it; Considering if the Money were still in your Cash, then the Cash would be that Debtor to the Stock: but now they having it, must needs be the same, untill repayment be made, or Content given, which being done by those three parcels in the Credit, both for Principal and Interest, wherefore they are absolved from that Debt.		0140		
11			1-		

1658		Greditor. folio	8	li.	S.	d.
March.	29	By Mr. Honest the Steward li. 100. for Tithes and Revenues received from the Tenents and Occupiers of the Forrest, for the Pasture of their Sheep and Cattel these 3 Months, as by his			1	
June.	30	Book and Bill fent me last day By the same Steward li. 100. more, for Tithes and Revenues as before, since his last account, according to his Bill and Specifi-	17	100		_
September.	29	By the same Steward li. 100. more, as before, according to his Bill this day sent from the Country, being for 3 Months Tithes and Revenues of this Forrest	1 <i>7</i>	100		
December.	30	By the same Steward li. 100 more, as before, received for Tithes and Duties from the Tenents and Occupiers of this Forrest from the 29th of September last untill this day, according to	1/	100		
1	3 r	his own account this day delivered By Balance La A. li. 4000. for transport of this account to a new Volume called La B.	17 43	100		
			li.		_	=
2.				-		
		•				
1 4				13		
		1658		P		
12	,	Creditor.				
March.	2.5	By Lands in <i>Ireland</i> li. 3000. for 600 Acres of arable ground, lying 12 miles from <i>Dublin</i> towards <i>Waterford</i> , allotted for my Share there of the Adventurers at 5 li. per Acre, amounts to—	29	3000	_	
118		By the Farmory of Paymell li. 5000. to be paid by the Farmer thereof within 5 years in equal portion, and 200 li. avanco for Interest per annum, as by that Charter and Letter Patent bearing Westminster the 20th of March 1658	0.7			
	-	By Cash li. 140. received by order of Mr. Good-money out of the	31	5000		<u> </u>
3		publick Treasure — — — —	13 li.	140		
		both by Lands in <i>Ireland</i> , and the Farmory of <i>Paymell</i> , each whereof you are to convey and state to a particular account, for the suture Improvement thereof, the 100 li. in money belongeth to the Cash, which must be charged for it.		8140		
	1			4		

		_			
	Several Goods and Houses lying in and a-		{ >}	I	
1658	bout London are Debtors. folio		li.	S.	ď.
January. 2	To the Stock li. 15000. according to Estimation, viz. a House with an Orchard and Kitchin garden, as also 300 Acres of arable ground, & 600 Acres of pasture ground thereunto belonging, commonly called Pleasance, bordering 12 miles from London upon the High-way towards Oxford, valued to be worth-li. 3000—Another House situated in Broadstreet London, valued with appurtenances and surniture—li. 2000—Two fair Houses in St. Martins lane worth with appurtenances—It. 6000—A reasonable handsome House in Cheapside with surniture valued—li. 1000—Several Closures and parcels of arable and pastureground about London, valued to be worth according to an Inventary and List of all these Goods—li. 3000—	c		5.4	
		_			
February. 10	The total sum is — — — — — To John Faithfull Steward of the Houshold li. 120. for mending of the Roose of the House in Broad-street 10 li. 10s. payed to the Carpenters and Massons for Reparations of the Chouses to the Carpenters and Massons for Reparations of the Chouse to the Chouse state of the Chouse s	2	15000		
	in S. Martins lane 60 li. 10 s. more for the House, in Cheapside 20 li. for Husbandry-work, towards the tillage and banking, as also plowing, watring, sowing, and the like, of the several Closures and parcels of ground li. 29 according to his Bill,		4		
April. 5	examined this day To Gain and Loss li. 2030. for Lease of these several Houses, gained and advanced, as is to be seen in the Credit from the 10th of January last, until the 4th of this Instant, whereof reducted the 120 li. above for Charges had about these Goods, rests from 2150 li. total, the sum of	36	2030		
December. 2	To Gain and Loss li. 805. for Rent, Revenue and Increase of all these Goods, from the 4th of April last untill this day, as more at large is to be seen on the other side in Credit	36	805		
100		li.	17955	. — .	
	Note, That in such case of presency it will be better we our selves dispose of those goods and effects at hand; or let it be done by one of your domestick servants, as it is here represented by the Steward of the Houshold: for the Cash-keeper being at hand may receive those Monies due himself by your assignation, if so be that the Steward sufficiently is supplied with Money towards the destraying of your other necessary Charges and Expenses: and therefore who receive the Money must be charged for it, according to the former accounts of Manour and Forrest, whither for brevity sake I refer you.				
	1-13				

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1658	1	Creditors. Folio	rô	li.	5: 0	i:
January.	10	By John Faithfull Steward of the Houshold II. 600, for 21 years		4	2	
1 4 - 1		lease of the House called Pleasance, lying 12 miles from London, upon the Highway towards Oxford, received according				
4.55		- to agreement and the Indenture of Sir Robert Noble Knight, he being to pay yearly Rent 200 li. at the 4 quarter days in				
January.	20		15	600		-
		of the House situated in Broad-street London, according to In-		7		
/		denture, he being to pay more yearly Rent 130 li. at the four feftival days, in equal portions, during all the time, unto my		T.P.		
March.	30	By Cash li. 500. received of the Lord Nemport, for 21 years lease	13	400		-
MIS.	A	of a House in S. Matins lane, according to bargain and Inden- ture, hebeing to pay yearly Rent 200 li. at the four quarter	1	100		
April.	2	days in equal portions By Cash li. 450. received of Sir Punctual Knight, for 21 years	13	500		-
1	,	lease of another House in S. Martins lane, according to the former, to be paid Rent per annum 200 li. in equal portion—	10	450		
Ξ'.	4	By Cash li. 200 received of Alderman Score, for 21 years lease	4 5	770		
1113		of the House in Cheapside, according to Indenture, he being to pay unto my Assignee yearly Rent li. 80. in sour equal	1			
	10	terms and portions	13	200		
		ceived by my Assignation of Sir Robert Noble Knight, the first quarters pay of the House in the Country called Pleasance, ac-				
	20	cording to his Indenture made on the 10th of January last — By the same Steward li. 32, 10 s. received upon my assignation	15	5C	- -	-
	ľ	from Mr. Robert Kind, for a quarters Rent of the House in	15	30	10-	-
July.	30	By the same Steward li. 50. received from the Lord Nonport, for a quarter years Rent of the House in S. Martins lane, ac-	,	3.		
		cording to his Indenture — — —	15	5 C		-
August.	3	By the same Steward li. 50. received from Sir Punëtual Knight, for a quarter years Rent of the other House in S. Martins	1	-		
	4	lane, according to Indenture By the same Steward li. 20 received of Alderman Score, for a	15	5C		
1 14	IO	quarter years Rent of the House in Cheapside — — — By the same Steward li. 50 received more as before of Sir Robert	15	20		-
the .	20	By the same Steward II. 350 received of Mr. Robert Kind for	15	+50		
-		a quarter years Rent as before on the 20th of April, li. 32.	I			
December.	I	parcels of ground, as by his Note and Bill examined, li. 117.10.s By the same Steward li. 202. 10. s. received upon assignation	15	3.50		-
		in several times and sums of Moneys, for Rent, viz. the 30th of October of the Lord Newport 50 li. November 3. of Sir Pun-				
		Etual 50 li. November 4. of Alderman Score 20 li. November 10. of Robert Noble li. 50. November 20. of Mr. Robert Kind				
		li. 32. 10. s. for a quarter years Rent	15	202	10-	-
	31	By Balance La A. 15000. for transport to a new Volume called La B.	43	15060		
		- 12 11 12 12	li.	17955		
	1		1		1 1	

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1658.	=	Several Ships at Sea are indebted, folio 11 li. s.	d.
January.	2	To the Stock li. 13500. for 3 Men of War, viz. —One called the Hope, of about 400 Tuns, mounted with 20 pieces of braß Ordnance, valued to be worth with all Tacklings and appurtenances — ——li. 3000——li. 3000——Another called the Fortune, of 500 Tuns and 30 Guns, valued with all furniture and appurtenances—li. 4500——.—A third called the Good-adventure, of 600 Tuns,	
3 - 3		and 60 pieces of Ordnance, worth, according to estimation	
	8	To Mr. James Trusty, Factor at Dover, li. 3600. for the fitting and setting these Ships out to Sea, as by his account sent hither, viz. for victualing the Hope for a Voyage to Riga in Listand, it being fraighted by several Merchants at Plymouth, li. 250. and paid to the Captain Goodlook for 6 Months wages of 100 Seamen and Mariners at 8 li. a piece, is 800 li. for the Captain 50 li. together is 1100 li. and at the return they are to	
		pay fraight 1500 — — — — — — — — — — — — — — — — — —	
June.		To Cash li. 50. for charges and Expences had in requesting and procuring a Letter of Mart from his Highness the Lord Protector under the great Seal of England, towards the recovering of the loss sustained by the Spaniards, as by the Clerk's note, spent	
Augujt.	20	To Mr. James Trusty of Dover Factor li. 2000. paid for a second Voyage to the Levant of the Hope and Good-adventure, according to the sirst, in sitting them out to Sea, with power to seize upon any Spanish Vessel or Goods they shall meet withall — 24, 2000—	
December.	20	To Mr. James Trusty of Dover Factor li. 110. for Postage, Courtage and Provision at ½ per Cent. according to his account sent hither ————————————————————————————————————	1
•	2 I	To Gain and Loss li. 12240, for a years adventure and Profit of these three Ships above specified lawfully gotten 36 12240	
	-	ll. 31500	_
7 9			

1658		Creditors. folio 12 li. s. d.
February.	7	By Gain and Loss li. 5700. for the loss of the Fortune, taken in her Voyage to the Levant by the Spaniards, as by the Letters
7		and Certificates of the Ship-Captain and Mariners, received the first of this Instant Month She being worth li. 4500. and for Charges and Expences had by Mr. James Trusty at Dover to fit her out li. 1200. as by Debet in Contra
July.	I	By Mr. James Trusty at Dover li. 1500. for Fraight received of several Merchants of Plymouth at the Expiration of the Voyage
August.	12	to Riga, and return of the Hope, according to their agreement—23 By Mr. James Trusty Factor at Dover li. 1800. for Fraight of the Good adventure, received at the expiration of her Voyage to the Barbados, according to the bargain of several Merchants,
· Oātober.	30	and his Letter of Advice By the same Factor li. 2500. for Fraight of the Hope and Goodadventure, received at the expiration of their Voyage to the Levant, according to agreement and bargain made with several Merchants of London 23 1800
December.	5	By Cash li. 6000. for several Spanish prize-goods sold out of the Ship called the Requital, taken at Sea from the Spaniards by the Good-adventure and Hope in their return from the Levant, which I received for my share, besides and above the third
10		part of that Ship and goods paid to the Admiralty Court — 41 6000 — By Mr. James Trusty of Dover Factor li. 5000. for the said Spanssh Ship called the Requital, received in ready money from a Merchant Adventurer Mr. Stoodford — 23 5000—
	31	By the Balance L ² A. li. 9000. for the Hope and the Good-adventure to transport upon a new Volume called L ² B. 43 9000
		li. 31500
		G

- r. Suppose you had three Ships under the title of several Ships at Sea, (more or less accordingly,) which are indebted to the Stock for their true worth and value (you reasonably could expect for them if at any occasion sold,) because they were in being at the stating of that account, and counted for parcels of your whole Estate: whereas if you had bought or purchased them after placing the Stock in order to an account of this Book, then they would be indebted either to Cash or some other Creditor, according to the Original of your purchase thereof. But now, as it is said, they being indebted for their value to the Stock, where according to the other parcels of your effects they stand credited for the very same consideration, and in order thereunto for distinctions sake specified each particular by his name and quality.
- 2. Being thus stated to a particular account, the improvement of these Ships is to be considered, the safest way being commonly the best way, as being without extraordinary hazard; to the end they lose not much time or Charges at home, but ever may be employed either for your own account or for others, as you And in case you are to have several shall see cause, abroad. Charges and Expences for fitting and putting them out to Sea, which either must be done by your self, or as it is usually done, by your Commissioner, Correspondent or Factor at the Port your Ships use to lie and be fitted out, you are to give him notice and order of it, and affign or remit him sufficient means or credit for the performance thereof; and so having from time to time received his answer and account in order thereunto, you will charge that money to the account of those Ships, and give his particular account so much Credit for the same Charges and Expences he hath been at by your order about those your Ships: if the Commissioner or Factor by your order draws upon you, or that you remit unto him any money by Bills of Exchange for his disbursements about these Ships, then you are, as soon as payment is made, to charge his account, and Credit your Cash, or the party that payeth those Bills of Exchange for your account, and by your asfignment. But in case that at the Return and Arrivement of the Ships from their Voyages, the moneys for Fraight, or the commodities for your account, be received by your Commissioner or Factor according to his Certificate, then you are to Charge his particular account, and Credit this account of the same Money or goods so received by him; and afterwards at pleasure you may either draw the money by Bills of Exchange, or cause it to beremitted unto your felf, or such and such a place as you shall judge most conducible for your advantage, according to the course of Exchange, which is observed by its rising and falling, and common ly occasioned by the goodness and cheapness of these Goods and Commodities, either Growth or Manufactures, fold at such a Market or staple Town, convenient for strangers, whereof you are to credit the particular account of your faid Factor as foon as you shall have confirmation of his said payment of those moneys drawn from, or remitted by, and according to your order charged to him.

3. If in case one or more of your Ships should be cast away by Tempest, or any other accidents (by the finger of God) and fo lost altogether, then you are to charge the true value and charges which you had fince you made no profit thereof upon Gain and Loss, and credit your Ships account for the same, asbeing indeed loft, and never to be expected again. But if by chance one or more of your Ships should happen to be taken by some other Ships, that belong to Neighbours, Aliens and Confederates, in Peace and Amity with the Nation and Government you live in, either by mistake or set purpose, then by National Law you very eafily may claim your lost Ships, and recover them again, with all charges and loss of time, from the respective Courts of Admiralty, observing onely to charge your Expences, and if recovered, to Credit the receipt thereof upon this account. But in case one or more of your Ships were taken, or that you suffered confiderable damages by the common Enemy, or any Pirates, under the shelter and protection of such and such an Enemy or Common-wealth, you may Credit this account for the same Ships so taken from you, and charge Gain and Loss as if it were indeed loft, and take your fafest recourse unto the Government and State you live under, and request their leave and Letter of Mart as Adventurer to recover your damage and loss suftained as aforesaid; which having obtained, you may then lawfully take and feize all fuch Ships and Goods you ever can meet with, or get from such a publick Enemy and Nation that took yours at first. And so reserving the States portion, and reducting your Charges and Expences, you will find at any time the Gain or Loss, by drawing the disbursements from the receipts of this account, for which as the proceed of either Gain or Lofs, you may charge this account, and credit or transport it to the account of Gain and Loss.

1658	1	Cash is Debtor at present under Custody of				
		Mr. Richard Gold-coin Jeweller in Lumbard-street. folio	13	li.	S.	d.
January.	. 2	To the Stock li. 6500. found in several gold and silver Coin, ac-				
	. 5	cording to the Specification and Reverse To the Lords States of the united Netherlands, receiv'd of Mr. Visher	2	6500		-
		To several Goods and Houses in and about London, received of	. 34	500		
		Mr. Robert Kind for 21 years Lease of the House in Broad-street	10	400	_	_
	. 25	To Goods and Commodities for my own Account, received of				
T. I	1.	Mr. Caraway for 25 last Pitch at 19 li. per last	26			-
February	12	To the same Account, received of Mr. Takle for 20 last Tarr — To the same Account, received of Mr. Fetcher for 25 last Pitch	26	260 487		
	. 5	To the same Account, received of Mr. Caraway for 30 last Tarr-	26	382	10	
March.	. 25	To the State of England, received of Mr. Good-mony Treasurer				
		of the Exchequer	8	140		
	120	To Sir Thomas Vincent Knight, received of his Cash-keeper — To several Goods & Houses in & about London, received of the Lord	4	530		-
	130	Newport for 2 1 years leafe of a House in S. Martins lane London-	10	500		_
April.	r	To Wares for account of Mr. Good-trade, received of Mr. Free-				
		man for 100 Barrels of Pot-ashes	28	1028	4	-
10	13	To several Goods and Houses, &c. received of Sir Punctual Knight				
A com-	. 4	for 21 years lease of a House in S. Martins-lane To the same Account, received of Alderman Score for 21 years	10	450		
	1	lease of a House in Cheapside	10	200		_
	-	To Goods and Commodities for my own Account, received of				
1		Mr. Draper for 20 pieces of Woollen Cloth	26	708		-
May.	1	To the Farmory of Paywell, received of Mr. Nimble Farmer for the State by their Order and Grants	20	300		
	2	To Wares for Account of Mr. Good-trade, received of Mr. Miller	32	300		
		for 500 quarters of Wheat	28	- 400	-	
•	-	To Account particular, received of Mr. Prety for a Necklace of Pearls	20	120	-	-
W	17		28	1028	,	
	27	To the Lords States of the united Netherlands, received of Mr.	20	1020	•	
		Book in part of a years allowance	34	200	-	-
June.	25					
July.	8	of Mr. Manford for 5 pieces of Woollen Cloth To the same Account, received of Mr. Draper for 5 pieces of	26	201	10	
		Woollen Cloth	26	204	14	10
	9	To Mr. James Trustie of Dover Factor, received by Shipper				
11 -		Hasting for his Account To the Lords States of the united Netherlands, received of Mr.	24	1000		-
	120		34	450	_	
	21		1			
1 0		man for 50 Barrels of Pot-ashes	28	514	2	
August.	2	To the Farmery of Paywell, received of Mr. Nimble the Farmer	22	200	1	
	6	by affignation and order of the State — — — To Goods and Commodities for my particular Account, received	32	200-	-	
		of Mr. de Fisher for 5 pieces of Woollen Cloth	26	216	_ -	
	8	To Wares for Account of Mr. Good-trade, received of Mr. Potter				
September.	6		28	984	-	
cipicinoci.		To the Lords States of the united Netherlands, received of Mr. Corfelis, in part of a years allowance	34	300-	_ .	
m .	7	To Goods and Commodities for my particular Account, received	1			
1		of Mr. Book for 5 pieces of Woollen Cloth	<u> 26.</u>	1915	_ 4	+
		Transported to folio	41,1	8871,-	- 2	2

1658		Cash is Creditor. folio	14	li. s. d.
January.	3	By James Trusty of Dover Factor li. 1500. paid unto Shipper Hasting for his account	23	1500
4	5 14	By Account particular, paid unto the Stationer for several Books-By James Trusty of Dover Factor, paid unto Mr. Jennings for his	19	1516
	15	By Goods and Commodities, paid for 50 last of Pitch, and 50 last of Tarr, unto Mr. Arnold, as by folio	23	933 15 —
	11	By the same Account, paid for Fraight, Charges and Expences of the said Pitch and Turr, Vide	25	5909
February.		By James Trusty, paid unto Mr. Corfelis for his account, as by folio By account particular, paid unto Mr. Wealth for a Neck-lace of		600-
March.	3	By Goods and Commodities, paid unto Mr. Lasting for 100 pieces of Colchester Cloth	25	2936
		By Account particular, paid unto Mr. Richard Goldsmith, for a pair of enamel'd Bracelets	19	78.15
7-7-1		By Sir Ireland Knight, paid unto his Clerk in full of all demands, as by folio	3	1060-
A age		By Wares, for account of Mr. Good-trade, paid Fraight, charges and Expences for 50 Barrels of Pot-ashes By the same account, paid Fraight, charges and Expences for	27	2438 —
April.		By Goods and Commodities, paid for charges and expences about	27	262 11 11
	18	dying and dreffing of 100 pieces of Cloth By Wares, for account of Mr. Good-trade, paid charges and ex-	25	820 —
W WE.	27	pences for 2 balls of Cloth sent him By Account particular, paid unto the Goldsmith for several Jewels and Silver Plates, Vide	19	135 —
May. June.		By the same Account paid as before ————————————————————————————————————	i9	2210
July.	17	ting a Letter of Mart from his Highness By Account particular, paid and lent unto Mr. Boon-companion,	11	50-
August.	25 I 5	By Faithfull Steward of the Houshold, paid him by my order— By Wares for account of Mr. Good-trade, paid unto Mr. Boston		500-
September.	7	for double Bills of Exchange, Vide — — — — By Account particular, paid unto Mr. Smith for 4 Stone-Horses—	27 19	2000 —
		Transported to folio	42	13537 105
1		April 19 Albert		
1775		10400	D)	
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	1	H CONTRACTOR		
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1658		John Faithfull Steward of the Houshold		14		
-		is Debtor. folio	15	Ii.	s.	d.
January.	10	To several Goods and Houses li. 600. for 21 years lease of a				
		House called Pleasance, 12 miles from London, received of the				
100		Leffee Sir Robert Noble by my order ——	10	600		
April.	10	To the same account li. 50. for a quarter years Rent received by				
237		my order of Sir Robert Noble Knight	10	50	_	
7,600	120	To the same Account li. 22, 10 s. for a quarter years Rent of the				
		House in Broad street London, received of Mr. Robert Kind				
Jan - 1		by vertue of an Indenture	10	22	10	_
. ~ 1	1	To Mr. Honest Steward of the Manours li. 300. for ready money		32		
July.	0	received out of the Country, as by Certificate —	18	200		
		To formal Control Hands line for a quarter years Rent of		300		
	130	To several Goods and Honses li. 50. for a quarter years Rent of a House in S. Martins lane, received of the Lord Newport by				
		virtue of an Indenture — — —	10	50		-
August.	3	To Cash li. 500. for ready money received by my order from the				
8,		Cash-keeper, towards the defraying of my domestick charges			١.	
		and Expenses, whereof he is to keep account — —		500	-	-
	_	To several Goods and Houses li. 50. for a quarter years Kent of			1	
		the House in S. Martins lane, received by him from Sir Punc-				
		tual Knight according to Indenture	10	50	-	-
	1	To the same Account li. 20, for a quarter years Kent of the House in				
1981	T	Cheapside, received of Alderman Score according to Indenture.	10	20	-	_
	1.0	To the same Account li. 50. for Rent more received of Sir Noble				1
	1,0	according to the former —	10	50		
	1-	To the same Account li. 350. for Rent and Revenue received		,		
aller at	120	more as by Note examined ————————————————————————————————————	10	250		
0 1		To Mr. Honest Steward of the Manours li. 400. for ready money	10	350		1
September.	5	10 Mr. Flonejt Steward of the Manon's in 400. For teady money	н		1	
		-received from him out of the Country, which he sent hither by	- 0	4171		
OI c	1	my order —	18	400	-	-
October.	4	To the same Steward li. 100. for ready money which he paid in				
	17	- the Country unto Mr. Hounter, forthwith to be repaid again in				
		London, which was done this day unto Faithfull by my or-			1	
- 14	, I	der, who received	18	100	-	-
November.	18	To Cash li. 1348. 4 s. for ready money received by my order of	7			1
		the Cash-keeper, towards defraying of all my domestick charges		- "	1	
	1	and expences, whereof he is from Month to Month to give in			-	1.
- 1	1	a Bill, and at every years expiration a general account	42	1348	4	1
December.	I	To several Goods and Houses li. 202, 10s. for Rent and Revenues		•	1	
— —	1,	received by my affignment of the respective Lessee and Te-				
1 300		nents of the Houses and Goods in and about London, as by a				
	1	Note examined	10	202	TO	
	2	To Mr. Honest Steward of the Manours li. 250. for a Bill of Ex-			1	1
77.91	12.	change which he remitted hither from Somerset, payable at fight	1			1
		by Mr. Renijer, who this day paid it unto Faithfull by my				
4.0	1-	order, being the proceed of his general account this year —	- 0	250	1	1
		order, being the proceed of his general account this year	10	250		
	1	19.5 1 1 1 1 1	li.	4403	4	
		Note, When the Steward hath received any money either of				1
	1	your self, or any other body by your order and assignment, that				
		then, and as foon as you have got intelligence thereof, you are to				
		charge it upon his account, and to give Credit for the fame unto				
		the party that paid him the money, or else unto the original that				
		caused him to pay so much, as it is done here in Debet to several				1
		Goods			1	1
		Goods				

				<u> </u>
1,658		Creditor. folio	16	li. s. d.
January.		By Charges and Expences Ii. 240. for a Coach gilded, 4 Horses, Stable, Hay, Oats, Wages for Coach-man, Pages and Foot- men, as by his Bill paid by my order, and examined this day By the same Account Ii. 20. for several Fees and New-years-gifts		240
February.	I	paid by my order, as by his Bill By the same Account li. 240. 10 s. disbursed by him since January 3. for Provision, as Flesh, Bread, Fish, Venison, Beer, Spices,	2 1	20
		Limons, Oranges, Sugar, Confects, Sweet-meats, and the like into the Kitchin, as by his Books and Bills examined	1001	2407.0
La C	IC	By several Goods and Houses li. 120. for mending of the Roof and House in Broad street li. 10. 10 s. paid to the Carpenters		24010
		and Masons; for reparation of the two Houses in S. Martins lane li. 60. 10 s.; more for the House in Cheapside li. 20. for Husbandry work, as Banking and Tilling, as also Watering, Plowing, Sowing and Fencing of the several Closeres and parcels of ground li. 29, together, according to his Bill		
	20	By Charges and Expences It. 50. 16 s. for Hats, Shoes, Hofes, Ribonds, Linens, Gloves and the like, paid to the Shop-keepers, Shoe maker and Haberdashers, as also to the Vintner and Brewers for Sack, Wine and Beer, as by their several Notes and his	9.	120
March.	2	general Bill examined — By the same Account li. 350. for House-rent, Stable-hire li. 50	2 [50 16
		for Pen, Ink, Paper and Postage li. 10. for Provision into the Kitchin, and for other domestick occasions, paid and laid out since the last Month, as by his Bill examined, li. 290		
April.	27	By Edward Holt Taylor li. 50. for paid him in part of his Bills — By Charges and Expences li. 310. for Provision paid and laid out	33	350
	4	fince the fecond of March as by his Bill Examined By Edward Holt Taylor li. 100. for paid him upon account	33	310
May. June. July.	6	By Charges and Expences li. 290. for Provision, &c. more as before By the same Account li. 230. more as before By the same Account li. 280. for Provision, &c. as before	2 I	290
August. September.	4	By the same Account li. 300. for Provision, &c. as before By the same Account li. 315. for Provision, &c. as before	2 I 2 I	300
October.	20	By Edward Holt Taylor li. 50. for work paid him in part — By Charges and Expences li. 340. for Provision, &c. as before— By the same Account li. 299. for Provision, &c. as before—	33	50
November. December.	30	By Edward Holt Taylor li. 110. 18 s. for work paid him in full — By Charges and Expences li. 507. for Provision into the Kitchin as	33	11018
(A)		before, so also 4 Horses meat and necessaries for the Stables, Coach-men, Pages and Foot-men, Baker, Shoe-maker, Brewer, Vintner, Butcher, Postage, Ink, Paper, Pens and the like, paid		
8		lines the fielt of Magrambay as by his Rill onemin- I.L.	21	507
-			35 li.	4303'4
1		Goods and Houses, to Mr. Honest, to Cash, &c. which being Credited for the same in their particular account, and where you will find it in Credit, but as he hath given you account of those mo-		
1		nies, when, where and in what place he disburfed it again, then you are to give him Credit, and Charge the party or account for which hedid pay so much by your order and appointment, as it is		
		done here-by Charges and Expences, by Edward Holt and the like.	-	

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1658		Mr. Honest the Steward of the Manours				۱
		is Debtor. folio	17	li.	S.	d.
March.	29	To the Manour and Forrest of Increase li. 100. for Rent, Tithes, and Revenue received by him from the Tenents and Occupiers of this Forrest in 3 Months for pasture and agistment of				
T.u.s	20	their Cattel and Sheep, as by his specification sent hither— To the same Forrest li. 100. for Rent and Revenue received	8	100	-	_
June.	30	more as before by him fince the last Bill, as by his Book of Ac-	8	100		
July.	I	To the Manour of Speedwell li. 250. for 6 Months Rent and Revenue received by him from the Tenants and Occupiers there-	l			
September.	3	of, according to his Bill delivered — — — — — — To Adventure-land in Ireland li. 600. 4.s. for the Increase and	6	25 0		-
		Growth of the last Harvest received by him, as by his Bill, for	30	600	4	-
100		venue and Profit more received by him of the Tenents and Occupiers thereof as before, according to his Bill and Books	8	100		
November.	5	of account To Adventure-lands in Ireland li. 55. 10. s. for Grass, Hay and Fruits received by him, as by his Bill delivered	30		IC	
December.	30	To the Manour and Forrest of Increase in 100, for Rent, Revenue, Tithes and Duties received by him from the Tenents,				
- by	31	Occupiers and Agisters of their Cattel and Sheep fince his last account, as by his Bill sent hither To the Manour of Speedwell li. 250. for 6 Months Rent and Re-	8	100	-	-
		venue more received by him from the Tenents and Occupiers thereof, as by his Bills and Book of accounts	6	250	<u> </u>	
			li.	1555	14	
		For the Steward of your Manours this is to be observed, that no opportunity be neglected of a necessary Correspondency if ab-	1	Ţ		
ti	i	fent, by Letters and Instructions, if present by Orders and Directions, either for dispatch of the same, or manage and performance of his duty. And as a proof of his sidelity you are to re-				
-5	0	quire account of his doing, which being done at any time you shall please or command him, by the examining thereof you easily		_		
		will discover his honesty or knavery, sincerity or unsaithfulness; and according as you shall find his account, charge or credit him	-			
- 1. 1		for it, in like manner as it is done with the Steward of the Houshold, charging the receipt of any thing referring to your own Concernment unto his particular <i>Debet</i> , and Crediting him for any thing	1			
	1	paid or di-burfed by him, or relating to the same Concernment upon his Credit, as it is done here in both respects, to the end you	-			
-11-		may				
11) ,		10		
		On Hed				
		1 - d i d - ber				

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1658		Creditor. folio	18	li.	s.	d.
May.	10	By Adventure land in Ireland li. 100. for Charges and Expences had and disburfed by his under-steward in Tilling and Husbandring of them, as by his Bill and specification examined this day.	29	- Ico		
July.	6	By John Faithfull Steward of the Houshold li. 300, for sent him by my order in ready money from the Country, as by his dif-	-			
September.	2	charge thereof By Adventure-land in Ireland li. 222. 18. 4. for Charges and Expences had and disburfed more fince his last Bill touching these	75	300		-
	3	Landeries, viz. for Fencing, Banking, Watering, Plowing, Sowing, Mowing, Cutting, Carrying, Thrashing and the				
1773	5		29	222	184	
October.	4	and Acquittance By the same Steward li. 100 for paid by him in the Country unto Mr. Hounter, who paid it here by my order unto Faithfull,	15	400		-
November.	10	as by Discharge and Acquittance By Gain and Loss li. 182. 15.8. for several Houshold-stuff for the Manours and Provision, with other Charges, as also for his	15	100	-	-
December.	31	Wages of a year at a 100 li as by his General account delivered By John Faithfull Steward of the Houshold li. 250. for Remitted	35	182	158	3
	1	unto him by my order from Somerset being the Proceed of this years account, payable by Mr. Ranijer, as by discharge —	15	250		_
			li.	1555	14'-	-
		may either find it good again by those particular accounts and Debtors, or at any occasion make calculation of Gain and Loss touching the improvement thereof, and as you shall see cause from time to time to order things accordingly, so that you might not be loser of any thing if possible you can prevent and help it, but be a faithfull Servant of the Talent and manifold Gists received of God, to the redounding of his Glory and your own good.		100-		
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1658	19	Account Particular is Debtor. folio	19	li. s. d.
January.	5	To Cash li. 15. 1.6. for several Books bought from the Statio-	12	
February.	5	ners, as by their Notes on the lineasse To Cash li. 112. 10 s. for a Necklace of Pearls bought of Mr. Ri-	14	151 6
		chard Wealth Jeweller To Cash li. 78. 15 s. for a pair of enamell'd bracelets of Gold, be-	14	11210_
		fet with several Diamonds, bought of Mr. Richard Goldsmith-	14	78 15 -
April.	27	To Cash li. 135. for several Jewels and silver-Plates bought of the Goldsmiths, viz. a Diamond ring 56 li. 10 s. a Ruby-ring at		
		20 li. a Topas at 5 li. a Smaragd at 10 li. a Saphir at 3 1 li. a Cryfolit at 8 li. a Carbuncle at 9 li. and 6 filver Candlefticks		
,		weighing 65 ounces at 7 s. per 3, li. 22. 18 s. together is	14	135
May.	2	To Cash li. 22. 10. for several filver-Plates of Houshold-stuff, viz. a dozen of filver-Spoons weighing 12 ounces, a Canne 12		
_		ounces, half a dozen of Cups 24 ounces, a pair of Salters 17 ounces together 65 ounces, at 7 s. the ounce rabats ß	TA	. 2210_
June.	27	To Mr. Edward Holt Taylor li. 17. 14 s. 10 d. for a black suit of		
July.	17	To Cash li. 50. lent unto Mr. Boon-companion a Mcrchant upon	34	17 14 10
August.	20	trust and promise to repay it again at demand, as by his bond- To Mr. Edward Holt Taylor li. 15.5 s. 4 d. for a French suit, as	14	50-
		t 1: p::	34	155 4
September.		ready money	14	100
October.	26	To Edward Holt Taylor li. 113. for 2 suits, viz. one of gray Cloth at 17 li. and another laced with Gold at 96 li. as by his		
November.	2	Bill upon the lineasse — — — — — — — — — — — — To Gain and Loß li. 180. for a chain of Gold with a Medall of	34	113
21000///001.		his Highness Effigies, that was presented unto me by N. N. valu-		
1 3		ed to be worth — — — — —	36 Ji.	180 <u></u> -
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1658.		oilog Varges and Expenses no intel 'rotion'	20	Ii. d.
May.	2	By Cash li. 120. for the Necklace of Pearls fold again with advan-		J. 20 K.
October.	1	By Gain and Life li. 50. for 2 Stone-horses presented unto the Lord N.N.	13	120
November.	4	By Cash li. 50. received of Mr. Boon-companion the Merchant for the money lent him the 17th of July last upon his bond?	35 41	50
December.	31	By Balance La A. 619. 16 s. 8. d. for transport of this account to a new Volume called Litera B.	43	619,168
		الأركار المائد التي التي التي التي التي التي التي التي	li.	839 168
		Concerning the Nature of this Account Particular, you are to observe that it is but of such things you define to have for your particular use and account, being either Jewels, Plates, Bullions, Ratities, Houshold stuff, or the like Curiosities, for the Embellishment and Adornation of your Person and Habitation, whereof at any occasion you could make ready money either with profit,	p d	
1		or without much Loss: and therefore as the purchase thereof, if bought for ready money, will take and borrow the price of your Cash, and so diminish the same, for as much as you pay for it, which you are to Credit; so likewise to the contrary, as it hath been purchased and charged to this account, the Sale thereof will		
		augment the other again, in as much as you shall receive and charge upon that account: but in case some things were presented unto you, then it will refer and add the price unto Gain, or augment your Stock; and if you present any thing of this account unto others, it needs must refer and add the price unto	-	
16		Loss, or diminish your Stock.		
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1658	1	Charges and Expences are indebted. folio	21	1i.	s. d.
January.	3	To John Faithfull Steward of the Houshold li. 240. for a Coach		4 - 4	1
- 11		gilded li. 100. for 4 Horses li. 100. for Stables, Hay and Oats	1	400	
		20 li. to the Coach-man for a quarter years Wages (he being to have 20 li. per annum) li. 5. to the Pages and Foot-men l. 15.			
		viz. to Anthony 3 li. to Bernard 3 li. to Charles 3 li. to Dani-	1	and we	N
		el 3 li. to Edward 3 li. being for a quarter years Wages, paid			
		by my order together — — — — — — — — — — — — — — — — — — —	16	240	
- 1	10	To John Faithfull Steward of the Houshold II. 20. for several			
		New-years gifts paid by my order unto the pages and Foot-			
		men, as also unto some others	16	20	
1111111	19	To Edward Holt Taylor li. 20. 19. 10. for 3 Suits of my Sons, as	34	200	107-
February.		by his Bill To John Faithfull Steward of my Houshold, li. 240. 1 for Pro-	7	1 20	1910
		vision into the Kitchin, as Flesh, Bread, Fish, Venison, Beer,			
		and the like for a Month li. 200. and to the Cook for Limons,			
		Orange, Spices, Sugar-Confectures and Sweet-meats, 40 li.			
		10 s. together	16	240	10-
	2	To Edward Holt Talor li. 31. 18. s. for the 5 Pages and Foot-	34	0.7	- 0
	20	mens black Suits, as by his Bill To John Faithfull Steward, &c. li. 50. 16. for Shoes, Stockins,	34	31	18
	20	Ribonds, Linen, Hats and Gloves, li. 15. 16. for the Vintner	ŀ		
-		for Wine and Sack 25. li. to the Beer-brewer li. 10. as by his			
			16	50	16-
March.	2	To John Faithfull, &c. li. 350. for House rent li. 50. of a quar-			
57		ter year, for Pen, Ink, Paper and Port of Letters since the			ш
		third of January 10 li. for Diet and Provision towards the			
		Table fince the last account li. 290. as by his Bill together — To Edward Holt Talor li. 112. for the Livery of 6 persons in	16	350	
	7	mourning, as by his note ————————————————————————————————————	24	112	
April.	2	To John Faithfull, &c. li. 310. for Provision into the Kitchin as	24	112	
0	7	before fince the second of March, as by his Bill — —	16	310	
May.	1	To the same Sreward li. 290. for Provision as before li. 213. paid			ш
		to the Pages and Foot-men for a quarters allowance li. 15. to			
		the Cook for Wages li. 10. to the Post for Port of Letters, some Paper-books, &c. 12 li. to the Clerk for ½ years Wages			
		25 li. to the Brokers li. 15. together is according to his note	16	290	
June.	6	To the same Steward li. 230. for disbursed as before	16	230	
July.		To the same Steward li. 280. for disbursed as before	16	280	
August.	4	To the same Steward li. 300. more as before ————————————————————————————————————	16	300	
September.		To the same Steward li. 315. more as before —	16	315	
October.		To the same Steward li. 340. more as before	16	340	
November.		To the same Steward li. 299. more as before — — — To the same Steward li. 507. more as before — — —	16 16	299	
December.	30	10 the fame steward ii. 30% thore as before	-	507	
		,	Ji.	3937	3 110
11					
	1				

December. 30 By Gain and Loss li. 3937. 3. 10. for Balancing of this account, fince it refers to and is comprehended by that account — 35 39373 10

Note. That this account containeth all the Charges and Expences paid and laid out either by your felf, or some other of your Domestick Servants substituted and authorised thereunto, as towards the defraying of your Domestick affairs and concernment, who is to keep punctual account and specification thereof, when, why, unto whom, and for what such & such mony was paid, by your order and direction; so that at any time he may be in a readiness to give the same in unto you at any demand: which having done as occasion serveth, you will in order thereunto, have a vigilant Eye prefixed upon it, and after examination and calculation had with Gain and Loss, as you see cause, you may reduce or raise those Charges and Expences of your Domestick affairs to somewhat less or higher, according to the improvement of your Stock or the strength of Gain: and in regard these monies have formerly been charged unto the account of the Steward or party fo substituted for that purpose, as having received it by your order and assignment, to keep and give you account thereof as aforesaid, they are now, after account received, to be charged upon this account, and Credited unto the party that disburfed them by your order or for your use, by which, as your Book is kept punctually from month to month, you may draw the Total of this account together upon a little piece of Paper, and do accordingly with that account of Gain and Loss, and then compare and calculate one with the other; the proceed of Gain will then resolve you presently in your expectation how much more you have either advanced than disburfed, or elfe disburfed than gained in that time with your whole Stock or Principal: and in such a well-contrived Harmony confifteth the whole Book and Body of accounts.

			1
1658	Mr. James Trustie of Dover Factor is		
	Debtor. folio	23	li. s. d.
January.	Hasting, which he received, as by his Letter of advice	14	1500
8.4.	14 To Cash li. 1500 paid unto Mr. Jennings for his draught of Exchange dated the 6th of January, payable at 6 days after fight, as by Letter of Advice	14	1500
February.	To Cash li. 600. paid unto Mr. Corselis by his order and Bills of Exchange dated the 8th of January, payable within 3 weeks	Ė	
May.	time after fight thereof To Goods and Commodities for my own account li. 869. 8. for 20 pieces of Woollen Cloth fent him upon his defire and request, with Shipper Hill, packed up into one Pack Numero 1. and figned as in the margent, containing 1242 yards, at 14s. per	14	600 — —
July.	Yard, is according to specification sent	26	8698 —
August.	Letter of Advice at the return of the <i>Hope</i> from <i>Riga</i> 12 To several <i>Ships</i> at <i>Sea</i> li. 1800. for Fraight received by him as		1500
, October.	before of the Good-adventure returning from the Barbados To several Ships at Sea li. 2500. for Fraight received by him of the Hope and Good-adventure at their arrival from the Levant,	12	1800 —
November	according to bargain and agreement made with feveral Merchants of London, as by his Letter of Advice — — — II To Cash li. 20, 15. 8. for Charges and Expences had about the	12	2500
•	Pack of Cloth fent himthe 9th of May, viz. for Package, Ropes, and Canvas 4.1.10. for Carriers and Workmen at the Key 10 s. for the Custom of 20 pieces, and at the Ware house 15.15.8.		
December.	To several Ships at Sea li, 5000, for a Spanish prize-Ship of late taken by the Hope and Good-adventure at their return from the Levant, sc. called the Requital, sold unto Mr. Stoodford Mer-	42	20 15 8
1100	chant-Adventurer, and received as by his Letter of Advice		
15 3	and Account current	12	5000
1800		li.	152903 8
.)			
M.	1 2 1 2 2		
115	· · · · · · · · · · · · · · · · · · ·		

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1658.	4	Creditor. folio	24	li. s	. d.
January.	10	By feveral 'Ships at Sea li. 3600. paid and laid out by him for Fraighting and fitting them out, viz. About victualing the Hope for a Voyage to Riga, it being fraighted by several Merchants at Plymouth, 1. 250. and paid to the Captain Good-look and 100 men li. 850. for 6 months Wages whereof they are to pay Fraight at the Expiration of the Voyage li. 1500—For the Fortune paid accordingly for a Voyage to the Levant, having 100 men on board with the Captain Il-look, victuals and fix months Wages————————————————————————————————————			
July. August.		By several Ships at Sea Ii. 2000. for Charges and Expences paid and laid out by him for a second Voyage to the Levant of the Hope and Good adventure according to the first time, but now	11	3600-	<u> </u>
November.	2	By Bills of Exchange li. 2400 for a draught upon Mr. Alonso for 12000 Ducatoons at 48 pence sterling per Ducat, payable at Usance unto my order is By Cash li. 420. 15. 8. received by his order of Mr. Ludowick By several Ships at Sea li. 110. for Postage, Courtage and other Charges during this correspondency li. 10. as also for his pro-	11 39 41	2000 - 2400 - 420 I	58
		vision and extraordinary pains in receiving and paying of these moneys, and dispatching of the Ships 100 li. according to his account currant By Cash li. 4500. for ready money sent hither from Dover by Shipper Hill, who delivered it this day By Cash 1.1259.88 remitted hither, payable by Mr. Boeve at sight-	-	4500- 12598	'_
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1658		Goods and Commodities for my own account Debtor. folio	25	li. s. d.
January.	15	To Cash li. 933. 15 s. for 50 last of Pitch, and 50 last of Tarr, great Band, bought at Riga by Mr. Know wares, at 50 Rixdollers per last Pitch, and 30 Rixdollers the last Tarr (the last accounted for 12 Barrels) amounts to Rixdollers 4000. free on board according to his account sent hither by Shipper Dirk Sailwell, with two Vessels called the East-merchant and North-star, and for Charges, Postage, Courtage and Provision at 2 per Cent. in Riga 150 Rixdollers, together Rixdollers 4150. as it was drawn by him at two Usance payable unto Mr. Mercator at 4½ s. sterling per Rixdoller valuta, received of Mr. Need-money at Riga the 15th of November 1657. which I paid this day unto his Assignee Mr. Arnold, as by acquittance	14	933,15,
	20	To Cash li. 590. 9 s. for Assecuration of 1000 li. at 4 per Centum paid li. 40. for Fraight unto Shipper Dirk Sail-well of 100 last at 1 Rixdoller the barrel is Rixdollers 1200. and 40 Rixdollers for his Coplaken and Fee 1240 Rixdollers at 4 s. sterling per Rixdoller is li. 297. for Excise and Custome at 2 li. per last, is li. 200. for Carriage, Ware-house and other Charges, as by a particular note l. 71. 9. together paid for these 100 last of Pitch and Tarr	14	-
February. March.		To Gain and Loss li. 80. 16 s. for advance of the 100 last of Pitch and Tarr, within 4 Weeks To Cash li. 2936. for a 100 pieces of Colchester Cloth containing together 5872 yards, bought of Mr. Lasting at 10 s. per yard,	36	
April. September.		ready money, paid this day To Cash li. 820. for dying them Black, Red, Blew and Tristamin, as by the note of the Dyer, li. 400. for Dressing and Pressing of them li. 400. Brokerage and Charges to setch them home li. 20. together To Cash li. 20. for Brokerage and other extraordinary Charges towards the preservation and selling of these woollen Cloths	14	820
× 2= -	•	paid more untill this day To Gain and Loss li. 396. 3. 2 d. for advance of these 100 pieces of woollen Cloth since the third of March last gained withall by the blessing of God	4 ² 36 li	3963 2 57773 2
	1			

1658		Creditor: folio	26	li.	ø,	đ.
Jánuary. February.	25 1	By Cash li. 475. received for 25 last Pitch at 19 li. per last, fold unto Mr. Caraway for ready money By Cash li. 260. received for 20 last Tar at 13 li. ready money,	13	475		
	3	fold unto Mr. Takle, is By Cash li. 487. 10. for 25 last Pitch, sold unto Mr. Fetcher at	13	260	'	_
	5	By Ca/b li. 382. 10. for 30 last Tar at 12 li. 15 s. per last, sold unto, and received of Mr. Caraway	13	487 382		_
April.	4	By Cash li. 708. for 20 pieces of Woollen Cloth fold unto Mr. Draper, viz. 5 pieces of Black containing 253 yards, 5 pieces of Red 260 yards, 5 pieces of Blew 249 yards, and 5 pieces of Tri-				1
88 1	18	framin 250 yards, together 1012 yards, at 148. per yard contant- By Wares for account-of Mr. Good-trade li. 1781. 5. for 40 pieces of woollen Cloth fent him, upon his order, with Shipper Andrews	14	708		
		Jurgen Master of the Ship called the Sirene, bound for Dantzick, as by the specification, containing 20 pieces of Black 1150 yards, 10 pieces of Red 600 yards, and 10 pieces of Tristamin				
May.	9	625 yardstogether is 2375 yards, at 158. per yard, amounts to- By Mr. James Trustie of Dover Factor II. 869. 8. for 20 pieces of	27	1781	5	_
June.	25	By Cash li. 2012 10. for 5 pieces of woollen Cloth fold unto Mr.	23	869	8	-
July.	8	By Cash li. 204. 14. 10. for 5 pieces of woollen Cloth fold unto	13	201	10	_
August.	6	Mr. Draper containing 311 yards, at 13 s. 2 d. per yard contant, as by a specification, is By Cash li. 216. for 5 pieces of woollen Cloth sold unto Mr. De	13	204	14	10
September.	7	Fisher, containing 320 yards, at 13 s. 6 d. per yard ready money, comes to	13	216	-	_
1		Books containing 302 yards at 12 s. 8 d. per yard ready money, as by Specificate	13	191	5	4
	*		li.	5777	3	2
		Carried State of the Control of the				
		The Manual Page				34
44/-	-	Water State of the Control of the Co				- 1
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200	1					
		The state of the s	H			

		-	
1658	Wares for account of Mr. Good-trade		
100	of Dantzick are Debtor. folio	27	li. s. d
March.	To Cash ii. 243. 8. paid Fraight and Average of the Sea to Shipper Wildfangh for 500 barrels of Pot ashes at 1, Rixdoller per piece is Rixdollers 500 and Average 50 Rixdollers at 4½ s.	9	- 4
A*L	fterling per Rixdoller is together li. 123, 15 s. and for the Cu- ftome of 2500 weight rated at 16 s. 8 d. per Cent. is 12 pence of 20 shillings, li. 104. 3 s. with other Charges and Expences, as Carriage, Ware-house and the like, as by a Note li. 15. 10.		
: -	marked as in the margent, and numbred from 1 till 500 — 30 To Cash li. 262.11.11. paid Fraight unto Shipper Cock of the Charitie for 2000 quarters of Wheat at 20s. per Last or 10 quar-	14	2438 —
	ters is 200 li. and for Fee 40 Rixdøllers at 4½ s. per Rixdoller is 9 li. as also for Subsidue and Custome 5 per Cent. rated at 6 s. 8 d. the quarter l. 33.6s. 8 d. with other Charges and Expences, as Granary, Carriages, Workmen and the like, ac-		
April.	cording to a Specification li. 20. 5. 3. 18 To Goods and Commodities for my account li. 1781. 5 s. for 40 pieces of long Woollen Cloth, fent unto Mr. Good trade of Dant-	14	262 11 11
G*T	zick by Shipper Andrews Jurgen of the Ship called the Sirene, upon his order and defire Pack'd up in 2 Balls, figned as in the Margent, and numbred 1.2. containing 20 pieces of Black 1150 yards 10 pieces of Red 600 yards, and 10 pieces of Tristamin		
19	— 625 yards, together 2375, at 15 s, sterling per yard, amounts to- To Cash li. 27, 10, for Charges and Expences had about those two Balls of Cloth, for Package and Carriage, 1. 4, 10, Subsi-	26	17815 —
* August.	due and Custome at 1 d. farthing the pound weight weighing 4000 pounds, li. 22. 10. for Charter-parties and Bills of Lading to the Notary 10 s. together is To Cash li. 2000. remitted by his order unto Mr. Le Conto at	14	27 10-
	Humburgh, payable at 2 Usance, and 37 s. 7 d. Flemish per li. sterling by Mr. Bickell paid unto Mr. Boston for double Bills of Exchange	14	2000
November.	Cent. for selling of all these Wares li. 135. for Courtage, Post-	4	
December.	age and Brokerage li. 10.1.7. To Cash li. 2290. 6. 6. paid unto Mr. Peter Equal for his Bills of Exchange at double Usance payable unto Mr. Good-trade, or order remitted per Amsterdam unto Mr. Innocent at 37 s. 4 d.	36	145'1 7
60.5	by Mr. Momber	42	22906 6
18-	2 73 2 2 1	li.	67503 -
827	The state of the s		
1-	Transfer of the		
10 - 3	1 1 1 1 1 1 1 1 1		
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1658		Creditors.	28	li. s	d:
April.	r	By Cash li. 1028. 4. for 100 barrels of Pot-ashes sold unto Mr. Freeman, weighing 54 Centos neat at 41 s. the hundred weight			
May.	2	By Cash li. 400. for 500 quarters of Wheat fold unto Mr. Miller at 16 s. per quarter comes to	13	10284	
	17	By Cash li. 1028: 4, for 100. barrels of Pot-ashe's sold unto Mr. Glaster weighing 504 Cent. neat at 41.s. the hundred weight			
June.	9	By Mr. Andrews Baker 1.850. for 1000 quarters of Wheat at 17s. per quarter payable within 6 months time, and putting in	13	10284	
1 444	I 2	fufficient security for the Sum of By Mr. Andrews Baker I. 533. 4. for 50 barrels of Pot-ashes weigh.	37	850-	-
July.	21	ing 248 Centos neat at 43 s. the hundred weight, payable within 6 months time, and giving fecurity thereof By Cash li. 514. 2. for 30 barrels of Pot-ashes sold unto Mr. Free-	37	5334	-
August.		man, weighing 252 Centos neat at 41 s, the 100 weight contant- By Cash li. 984, for 100 barrels of Pot-ashes sold unto Mr. Pot-	13	5142	-
September.	14	ter, weighing 492 Cen. neat at 40 s. the hundred weight ready money By Mr. Andrews Baker li. 400. for 500 quarters of Wheat at 16 s.	13	984	-
O.Hahan	1,6	per quarter, payable on the 14th of November next coming, having given good security of it	37	400	-
		ter, weighing 249 Centos neat at 41 s. the hundred weight ready money — — — — ——	4.1	5109	
November.	30	By Cash li. 502. for 50 barrels of Pot-ashes (being the remnants of 500 barrels) sold unto Mr. Glaster, weighing 251 hundred weight neat at 40 s. per Cent. contant			
	Г	weight near at 40 s. for conseconation	41 li.		
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1658	Adventure-land in Ireland is Debtor. folio	29	li.	s. d.
March.	lying 12 miles from <i>Dublin</i> towards <i>Waterford</i> , received as Adventurer in part for the 5500 li. money lent them the 25th of <i>March</i> 1650. upon publick faith, rated at 5 l. per Acre, comes to-	8	3000	
May.	Expences had about those Landeries, as by his specification de- livered	18	100	
September.	ges and Expences had about those grounds since My last, for Banking, Cutting, Mowing, Thrashing, Carriage and the like, as by his Bill	18	222	184
December.		36		158
		li.	3655	14,-
Ţ.	The Nature of this account is altogether according to those of the Manors of several Goods or Houses, differing onely in that you had those Lands from the State in part of payment for the Debt and parcel they did owe to the Stock, as being con-		-71	
	tracted and purchased by it after that account was stated: and whereas the Manours and Goods or the Debt of the State are parcels of your Stock, so likewise these Lands deriving from the latter as aforesaid, must need be a parcel of that account, and by		1.	
	this means Center to the Stock, in regard it takes its value from thence, and conveighs it higher to a particular account, as it doth to the State of England in confideration of 600 Acres of ground, or 3000 li. sterling principal, for payment in part of a greater sum they did owe unto you. Now after purchase, as the		100	24
¥ 1_	benefit and improvement thereof will be altogether for your own Use, or those you shall please to appoint, so you will be carefull to keep punctual account of all Charges and disbussements about those Lands, and charge them from time to time upon these grounds, still giving so much Credit unto the party from whence at first they went out by your order and direction; and so in process of time as you get any money or profit by the			
8	Growth, Fruits or Harvest of these grounds, you are to Credit this Account, and charge the partie that received it by your appointment, for the same consideration, to the end that by			
17.3				
,				

1658	-	Creditor. folio	30	li.	S.	d:
September.	3	By Mr. Honest Steward of the Manours li. 600. 4. for the Increase and proceed of this Land received this Harvest, as by his account and specification, for Wheat, Rie, Barlie and Pas-		* -		
November.	5	by Mr. Honest Steward of the Manours li. 55. 10. for Grass, Hay,	17	600	4 -	-
December.	31	and Fruits fold of these Grounds, as by his Bill delivered :-	17	5 5	10-	-
		a new account and volume Litera B.	43	3000 3655	-	
- 72	ī	by reducing the Charges and Expences from the Increase and Re-		3055	14	
		venue, the proceed and surplus may be put to the account of Gain and Profit, as received so much more than paid in conside-				
		ration of the same account: Ever excepting the primitive worth for the Balance in the suture as long as it is in being, and your				
,		possession; but in case of selling it for ready money, or changing it for other goods, then instead of the balance, the Cash, Pur-				
		chasor or Parcel of Goods you did get in Exchange thereof is to poize and balance it, as being charged for the same considerati-				
		on upon its particular account, and so by this means one as it were riseth, groweth and liveth as a member, whilst the other is				
		cut off, falls and dieth as a limb to and by the stock or body thereof.				,
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The Farmery of Pay-well is Debtor. folio 31 Ii. s. d March. 25 To the State of England Ii. 5000. For for much to be paid within 5 years in equal portion with 200 Ii. Interest per annum by the Farmer thereof Mr. Nimble, 28 he shall receive it from the Tenants and Inhabitants, by virtue of a Letter Patent bearing Wessminster the 20. of March 1658. that is to say, every year 1200 Ii. Principal and Interest ————————————————————————————————————						_
5 years in equal portion with 200 li. Interest per annum by the Farmer thereof Mr. Nimble, as he shall receive it from the Tenants and Inhabitants, by virtue of a Letter Patent bearing Westminster the 20. of March 1658. that is to say, every year 1200 li. Principal and Interest 200 li. Principal and Interest 200 li. 200. for Interest according to allowance of the State, besides li. 1000. received this first year in payment of the Principal 200 li. 5200 li. 5200 li. 5200 li. 5200 li. 5200 li. 5200 li. 5200 li. 64 li. 200 li. 65 li. 200 li. 66 li. 200 li. 66 li. 200 li. 66 li. 200 li. 66 li. 200 li. 66 li. 200 li. 66 li. 200 li. 66 li. 200 li. 66 li. 200 li. 66 li. 200 li. 200 li. 66 li. 200 li.	1658	The Farmery of Pay-well is Debtor. folio	3 1	li.	s.	d,
Concerning accounts of Farmeries, Security or Pawn-land, as the stem thereof is to be charged to the Original and Root by which it first did grow to be a parcel of your estate, and the conditions, as the vertue or marrow, thereofare specified and expressed in plain terms, according to the Tenour of agreement made with the parties from whom you had the same; so those fruits which from time to time you reap, and get according to the vertue and goodness of this Tree, by the Farmer, Steward or Party authorized to that purpose, are to be brought in Credit upon this account, and charged again either unto Cash or the Party that received them by your appointment, who, if you shall desire or see cause, is to give you an account of it, or bring in the money to your Cash again: if punctual payment be made by the Farmer, then the first year \$\frac{1}{2}\$, the second \$\frac{1}{2}\$, and so every year a fifth part will be deducted of the Principal, and instead of the Farm or 5000 li. security you will find at the expiration of those 5 years 6000 li. ready money in your Cash, without the improvement that can		5 years in equal portion with 200 li. Interest per annum by the Farmer thereof Mr. Nimble, as he shall receive it from the Tenants and Inhabitants, by virtue of a Letter Patent bearing Westminster the 20. of March 1658, that is to say, every year 1200 li. Principal and Interest ————————————————————————————————————	3	5000		
Concerning accounts of Farmeries, Security or Pawn-land, as the stem thereof is to be charged to the Original and Root by which it first did grow to be a parcel of your estate, and the conditions, as the vertue or marrow, thereofare specified and expressed in plain terms, according to the Tenour of agreement made with the parties from whom you had the same; so those fruits which from time to time you reap, and get according to the vertue and goodness of this Tree, by the Farmer, Steward or Party authorized to that purpose, are to be brought in Credit upon this account, and charged again either unto Cash or the Party that received them by your appointment, who, if you shall desire or see cause, is to give you an account of it, or bring in the money to your Cash again: if punctual payment be made by the Farmer, then the first year \(\frac{1}{2}\), the second \(\frac{1}{2}\), and so every year a fifth part will be deducted of the Principal, and instead of the Farm or 5000 li. security you will find at the expiration of those 5 years 6000 li. ready money in your Cash, without the improvement that can					_	_
		as the stem thereof is to be charged to the Original and Root by which it first did grow to be a parcel of your estate, and the conditions, as the vertue or marrow, thereof are specified and expressed in plain terms, according to the Tenour of agreement made with the parties from whom you had the same; so those fruits which from time to time you reap, and get according to the vertue and goodness of this Tree, by the Farmer, Steward or Party authorized to that purpose, are to be brought in Credit upon this account, and charged again either unto Cash or the Party that received them by your appointment, who, if you shall desire or see cause, is to give you an account of it, or bring in the money to your Cash again: if punctual payment be made by the Farmer, then the first year \$\frac{1}{2}\$, the second \$\frac{1}{2}\$, and so every year a fifth part will be deducted of the Principal, and instead of the Farm or 5000 li. security you will find at the expiration of those 5 years 6000 li. ready money in your Cash, without the improvement that can	11.	5200		

1658.	Creditor. folio	32	li.	9.	d.
May. August.	mery, by virtue of a Letter Patent from the State By Cash li. 200. received of the said Farmer Mr. Nimble, upon ac-	13	300		_
Catanilan	count in part as before	13	200	-	
September. October.	B By Cash li. 100. received as before — — — — — — — — — — — — — — — — — — —	41	100		
November.		41 41	300 5 0		
	20 By Cash li. 50. received more as before	41	50		
December.	2 By Cash li. 100. received more as before — — —	41	100	-	
	By Cash li. 70. received more as before — — —	41	70	-	
	25 By Cash li. 30. received more as before	4 I	30		_
•	By Balance La A. li. 4000. for transport of this account upon a new Book, La B.	4.3	4000		1
10.	new book, 2 b.	43	4000		
		li.	5200		_
	It is also to be observed, that this Farmery hath been affigned unto you by the State in consideration of 5000 l. sterling Principal, with condition to pay you the same within sive years time and with 200 li. Interest per annum, in equal portions, that is to say, every year 1200 l. payable on such or such certain days by their respective Farmer or Commissioner: which having received, you are to charge Cash, and credit this account for the same 1200 li. as received in part of 5000 li. Principal, withall charging this account with the 200 li. Interest comprehended in the 1200 li. received, and to give credit for so much to the account of Gain; and so it will appear that at the expiration of the first year there hath been paid to you or your Assignee 1000 li. upon account of 5000 li. Principal, and 200 li. upon account of 1000 li. Interest or Gain, whereof you are fully to be paid within 4 years more.				
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1658.		The High and Mighty, the Lords States folio	33	li.	s.	d.
December.	30	To Gain and Loss li. 1620. for 12 months allowance by virtue of a Commission received of their Lordships, dated at the Hagne the 28th of December 1657. at 20 Rixdollers per diem, and 30 days per mensem in the quality as resident in ordinary, is Rixdollers 7200 at 4s. 6d. per piece, comes to Whereof all Charges and Expences are to be defrayed and disbursed.	36	1620	_	
		Note, That this account serveth but for a publick Minister or Agitator of a foreign Prince or Lord, but may be of great use and benefit towards the ordering of his Domestick affairs and concernment, receipts and disbursements; for in comparing but his disbursements at any time with this account, he very easily can make calculation, how much he may enlarge his Train, or reduce his Charges and Expences, and so reform and order things accordingly, as he shall see cause.	(1			
		1658				
17		Mr. Edward Holt is Debtor.		•	ı	
March. April.		To the same Steward II. 100. paid him more as before by my or-	16	50		
September.	20	der, as by his acquittance To the fame Steward li. 50. for paid him by my order upon his account more in part as before	16			_
November.	30	To the same Steward li. 110. 18 s. for paid him by my order, in full of all his Bills delivered	16 li.	310	18	
		In this manner of account for the Taylor you may keep if you please all other accounts of Baker, Brewer, Butcher, Shoemaker, Vintner, Grocer and the like, that give any Credit towards defraying of your Charges and Expences, crediting them from time to time for the things you had of them by your appointment, according to their bills examined and approved; and if you see cause to pay them any thing at their request or by your own accord, cause it to be paid unto them by your Steward or Attorny, then you may charge their account, and credit Cash or the Partie that paid it for the same sum of money.				

1658		of the United Netherlands are Creditors. folio	34	li:	s.	d
January.	5	By Cash li. 500, remitted hither from Amsterdam by the Treasurer of the Exchequer Mr. de Geer, by their Lordships order, towards defraying of Charges in a Commission received here in England, at 20 Rixdollers allowance per diem; Isay recei-				
May.	27	ved in part of Mr. de Visher By Cash li. 200. remitted as before, for part of my allowance re-	13	500	_	_
July.	31	By Cash li. 450. received as before of Mr. Peter de Putt	13	200	اسد	-
	6	By Cash li. 300. received more as before of Mr. Corselis By Cash li. 170. received more as before of Mr. William Baeve, in	13	450 300	1	_
		full of a years allowance	14	1,70	! !	
			li.	1620	_	_
Y. 1,		But in case such publick Ministers receive Commissions, as usually it is done, concerning Trade of other private Men, then I shall refer them to the accounts of the Factors, Wares, Commodities and Bills of Exchange, where they will be satisfied more at large.				
1		at large.				
1 _ 1						
	Ξ					
		,				
	1	1658				
		Creditor.				
January.	Ì	by his Bill delivered —	21	20,1	191	ıc
February. March.	ı	By Charges and Expences 1i. 31.18. for mourning Suits and Coats of my 5 Servants, Pages and Foot-men, as by his Bill delivered—By Charges and Expences 1i. 112. for the Liveries of 6 Persons in	21	31	8-	
June.		mourning, as by his Bill delivered By Account Particular li. 17. 14. 10. for a black Suit of fine Hol-	21	112		
August.	29	land-cloth for my felf, as by his Bill By the same Account li. 15. 5. 4. for a French Suit, as by his Bill,	19	17	141	
October.	26	being for my own use By the same Account li. 113. for 2 Suits, viz. one of gt Sloth at 17 li. and another laced with Gold at 96 li. as by nis Bill	19	15	5 4	ŀ
		delivered — — — — —	19	113-	-	_
			li.	3101	8:-	_
		ever observing at the receipt of any thing from them that you credit their account by the very cause and end it is intended and		-		
		used, as are Charges and Expences, Account Particular, or any other Account whatsoever, which accordingly you are to charge for the same consideration; and if paid, then charge their Particular Account, and credit the Party that paid it by your appointment in the same manner and consideration.				
	-	N				

1658	Gain and Less is Debtor. folio 3	5 li. s. d.
February.	To several Ships at Sea li. 5700. for the loss of the Fortune taken in her voyage to the Levant by the Spaniards, valued li. 4500.	
	and for Charges and Expences had by Mr. James Trusty at Do- ver Factor to fit her out li. 1 200. as by his account, see folio — 1	2 5700
	To Sir John Ireland Knight li. 60. for a years Interest of li. 1000. Principal at 6 per Centum	60
	To Account Particular 1. 50. for two Stone Horses presented unto the Lord N. N. To Mr. Honest the Steward of the Manours li. 182. 15. 8. for se-	0 50
,	veral Houshold-stuff and Provision, with other Expences, as	8 182158
December.	To John Faithfull Steward of the Houshold li. 100. for his yearly allowance — — — — — — — — — — — — — — — — — — —	6 100-
	To Charges and Expences li. 3937. 3. 10. paid and laid out this year about my House-keeping, and defraying of my dome-	2 39372 10
	To the Stock li. 11928. 12. for the proceed of this account, being the improvement of the Stock this year, gained by the blef-	3937 3 10
	fing of God befides and above all Charges and Expences already reduced	1192812
	$ar{\mathfrak{p}}$	i. 21958 116
	Concerning this account of Gain and Loss there were much to be spoken of it, seeing it one of the chief and principal Pillars that supporteth the whole Architecture, beautististh and adorneth the entire Body, and is as it were the onely Soul and Life thereof, and the sole exaltation of this Amphithalami and Mystical Art: but to be brief, I shall but say that the Debet thereof refer-	
	reth to the Loss, and the Credit referreth to the Gain of the Stock,	

feeming as it were to have a nigh coherence and sympathy with the nature of the Original or Hebrew-tongue, that bends it self from the Right Hand towards the Left; and therefore is to be noted, when you lose any thing by any of the several accounts within your Book, as the same Loss will appear in the Credit of that account, so by consequence it must be visible in Debet of this account; and to the contrary, when you gain or advance any thing by any of your several accounts, as the same Gain or Profit will be apparent in the Debet of that account, so it needs mustially isible in Credit of this account: and for which cause as your Books are kept punctual, and you being curious to know from time to time what you did gain and advance with your Stock besides and above all Charges and Expences, you need but take a small piece of Paper and draw the total Sum of this account, and then reduce both Loss and Expences from Gain, the furplus or proceed of Gain will be the Increase and augmentation of the Stock, which will be found and perceived in the virtue and strength of the several parcels and members thereof, centring in their operation to Cash as the heart and nourishment of those members, and altogether concurring and administring to the entire body the Stock.

1658		Creditor. Titalis folio	39	li. s. d.
February.	6	By Goods and Commodities for my particular account li. 80. 16. for advance of 100 last Pitch and Tarr	25	8016
March.	25	By Sir Thomas Vincent Knight li. 30, for a years interest of 500 li.	2	
N I.	-	principal at 6 per Centum By the State of England li. 2640. for 8 years interest of li. 5500.	5	30
A.J.	30	Principal at 6 per Centum By the Manor and Forrest of Increase li. 100. for a quarter years	7	2640
April.	5	improvement thereof By several Goods and Houses 1. 2030 for Lease and Revenues re-	7	100
June.	31		9	2030
July.	2	improvement and profit By the Manor of Speedwell li. 250. for 6 months improvement	7	100
September.	8		5	250
		advance of 100 pieces of woollen Cloth By the Manor and Forest of Increase ii. 100, for a quarter years	25	396 3 2
November.		improvement and profit By Account Particular li. 180. for a Chain of Gold with a medal	7	100
	31	of his Highness Estigies, as a Present	19	130
December.		on, Courtage, and Port of Letters -	27	1451 7
		By Adventure-land in Ireland ii. 332.15.8. for this years improvement and advance ————————————————————————————————————	29	332 158
100		By several Goods and Houses li. 805. for this years improvement, Rent and Revenues, gained	9	805
		By several Ships at Sea li. 12240 for this years adventure and gain by them made in their several Voyages and Prizes at Sea	IĮ	
	30	By the Manour and Forest of Increase li. 100. for a quarter years		358 15 1
	-	improvement gained and advanced By the Farmery of Paywell li. 200. for a years Interest of 500b li.		100
	.	according to allowance of the State By the Lords States of the united Netherlands li. 1620, for a years	31	200
		allowance, as by a Commission from their High and Mighty Lordships, dated at the Hugue the 28th of December, 1657	33	1620 —
1	31	By the Manour of Speedwell li. 250. for half a years improvement gained and advanced —	5	250,—
			Īi.	21958116
		1	200	
			'	

1658	Mr. Andrews Baker is Debtor. folio	37	li. s. d.
= 1	To Wares for account of Mr. Good-trade of Dantzick li.850. for 1000 quatters of Wheat at 17 s. p:r quarter, payable within 6 months time, having given sufficient security thereof To the same account l. 533.4. for 50 barrels of Pot-ashes, weigh-	28	850
September.	ing 248 Centos neat at 43 s. per Centum, payable according to the 1000 quarters of Wheat To the same account li. 400. for 500 quarters of Wheat at 16 s. per quarter, payable on the 14th of November next coming, having given good securation thereof	28	5334
100	Note. That this Baker bought such and such a parcel of Wares	li	17834

or Commodities from you, upon condition to pay it within the space of a limitted time, and therefore becomes in the mean time a lawfull Debtor unto you untill payment be made, and then is of right to be credited for fo much paid either in part or in full, untill altogether be discharged and the account finished. These Wares now as they are put here to his Charge, so upon its proper account folio 28. (as you are to specifie within the two second lines on the page where that Account or Creditor of such a parcel is to be found) they must stand credited for the same parcel, as being alienated and separated from the rest still in being of these Wares, to the end you may see at any time by this account how much is fold or remaining of it without going to the Warehouse or weighing and removing them over again, and so make calculation or draw accounts when you please: and seeing such account, as this is one, ferving chiefly for memory fake, to fee withall what Wares they had of, and when they will be paid unto you, to the end you may govern your felf according to your other occasions at the prefixed time of receipt thereof: as also to have a necessary Debtor unto that parcel of Wares so alienated and separated from the rest of that account credited in your Book as for Gain or Loss, hath no reference to such Debtors if they be punctual of time and payment, that being comprehended by the other account of Wares or the Creditor thereof, unless there should appear some neglect or deseat.

1658.		Creditor. folio	38	li. s. d.
November.	10	By Cash li. 850. for 1000 quarters of Wheat at 17 s. per quarter, as in Contra paid this day	41	850
		By Cash li. 400. paid in part upon account for the 50 barrels of Pot-ashes on the other side	41	400
100		By Cash li. 133. 4. paid in full of the said Pot-ashes due on the 12 of this Instant Month past	41	133,4
	1	By Cash li. 200. paid in part of the 400 li. for 500 quarters of Wheat at 16 s. in the Contra	41	200
10-1	24	By Cash li. 200. paid in full of all accounts and demands to this day	41	200
17			li	17834
-	٠	defect either in agreement and payment, or in the Wares and Commodities. In which case Agio or Interest may be added unto, or else Tarra and Rabat be reduced from the parcel of money or Commodity (for which he stands indebted) as Principal Creditor to your Book, under the name and title of Gain and Loss. To sum up all together in one, he is a Debtor to Wares for such a Consideration, and at the time of punctual payment he is a Creditor by Cash; whereas to the contrary Wares becomes a Creditor by, and Cash a Debtor to him.		
	1	corby, and Cam a Debtor to min.		
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101				
		О		•
104				

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1658.	Bills of Exchange are Debtors. folio 3	9 li	i. s	d.
Fanuary.	32 To Mr. James Trufty li. 2400. for several double Bills, (as primo		-	
	and secundo) which he drew upon Mr. Alonso, being together			
	12000 Ducatoons of Venice at 48 pence sterling per Ducat or			
	24 great current of Venice, payable at use unto my order,			
	which Bills I endorsed and assigned to be paid unto Mr. Ber-	9	1	
	nardo, with order to reduce his charges and provision thereof,	3		
	and to remit the Proceed unto Mr. Carvafal at Naples according			
	to the course of Exchange, which was performed as followeth2	1 0	100-	
	Alonzo paid unto Bernardo the 20th of October Ducatoons 12000	4 24	100	1
	Bernardo reduced his provision at \frac{1}{2} per Cent. i. 60 Du-			
	catoons, with Courtage and Postage 2 Ducatoons, \— 62			-
	together 62 Ducatoons ——)			
	Resting Ducatodns 11938			
	which proceed of Ducatoons 11938.			
	Bernardo at Venice remits unto Carvasal at Naples the 21 of			
	October payable at fight 101 Ducatoons, for 100 Ducatoons			
	at Naples, with order to reduce his Charges, asalfo provision,			
	and to remit the proceed and Balance thereof unto my felf			
	or order and Assigns, according to the course of Exchange,			
	which being done as followeth,			
	Carvasall at Naples received of Dandallo at Naples (for the	18		-
	draught of Eleazer of Venice) being remitted by Bernardo of			1
	Venice as aforesaid the 30 of October—Ducatoons 11819.80			
	Reducing for Port of Letters and Courtage Du-	10		
	catoons 12.20 Granos, and for his provision $\frac{2}{3}$ per $\left\{ -93.20.6 \right\}$			
	Centum, Ducatoons 81			
	Resting Duc. 11914			
	which proceed of Ducatoons 11914.	1		
	Carvasal paid unto Faukon at Naples the 1 of November, for			1
	double Bills of Exchange, payable by Mr. Guner of London,			
	at usance unto my self or order at 68 d. per Ducat or 100 Gra-		1	
	nos, which Bills he remitted hither as in the Contra received.			
December.	25 To Cash li. 3284. 7. 7. paid for the draught in the Credit unto			
	Alderman Sidenham for 10354 . Crowns at 83 d. Sterling			
10	drawn by Olimphas of Genua the 25 of November at Uso va-			
	1 1 1	12 32	2847	
	26 To Cash li. 7. 10. paid during this intercourse of these Bills, for	34	104/	7
	Courtage, Postage and other Charges from the 20 of Septem-			
	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1			
	27 To Gain and Loss li. 358. 15. 1. for advance of those Bills since	2	7,1	0,-
	September last, gained by the blessing of God — 3	6 3	3581	51
		li. 60	250 1	28
81				
	18			
		1		1

					_	-
1658		Creditors. folio	40	li.	S.	d.
eptember.	20	By Cash li. 2675. for 12000 Ducatoons drawn upon Fernando Horacy of Lishone in several Bills at 53½ d. sterling for a Ducat or 400 Reals current money, payable at use unto the order of John Kernell, (who paid it this day here in London) with order unto the said Horacy, to add his Charges and provision thereunto, and to draw the Totals upon Mr. Laurence Masanelo of Sevile according to the course of Exchange, which was done as solloweth, Horacy in honout of the Bills paid unto the order of Kendall at Lixa the 22th of October. — Ducatoons 12000 adding thereunto for Courtage and Port of Letters Ducatoons 10. and for his Provision ½ per Centum is 40 Ducatoons, together — Ducatoons 50 Which total sum Horacy of Lixa draws upon Masanelo of Sevile, the 23th of October at 100 Ducatoons of Lixa for 100 Ducatoons in Sevile, payable at 3 days sight unto the order of Palavicini, with order to add his Charges as also Provision, and to draw the total of these moneys paid upon Nicolas Olimphas of Genua, according to the course of Exchange, the value he having received of Palavicini, which was done as solloweth. Masanelo of Sevile in honour of the Bills paid unto the order of Palavicini the said total sum drawn upon him by Horacy of	41	2675		
No.		Lixa the 13 of November — Ducatoons 11036.346 adding thereunto for Courtage and Postage 11 Ducatoons, as also for Provision † per Cent. is Ducatoons 48. 75 Marvados, 375 being a Duc. is together — Ducatoons 59.75		ð		
		which total sum of Duc. 11096. 46. according to order Mafanelo of Sevile draws upon Nicolas Olimphas of Genna, at 442 marvados of Sevile for a Crown or 68 sols of Genna, payable at 4 days sight unto the order of Richardo, with order to add his Charges and Provision, and to draw the total upon my self or order of London, according to the course of Exchange, Valuta received of Richardo at Sevile. Nicholas Olimphas of Genna in honour of those Bills paid unto the order of Richardo at Genna as aforesaid the 24 of November ————————————————————————————————————				
December.	3	Total Crowns 9497.— which total sum of Crowns 9497. (according to order received) Olimphas of Genua draws upon me the 25 of November at 83 d. sterling per Crown, payable at use unto Alderman Sidenham, Valuta received at Genua of Torquano. By Cash li. 3375. 12.8. received for the remiss of Mr. Trustie's Bills of Exchange, payable by Mr. Guner of London, made by Fankon at Naples the 1 of November, at Uso valuta received of Carvasal who remitted them hither, as in the Contra, Duca-				
		toons 11914, at 68 d. per Ducat	41 lt.	3375 6050		
	}	-	-			

	-				
1658		Cash, (under the Custody of Mr. Rich. Gold-	41	li. s. c	1.
		coin in Lombard-street Jeweller) is Debtor. fol.	Т-	71.	
September.	7		12	18871 - 2	
	8	To the Farmery of Paywell, received of Mr. Nimble the Farmer	. 2	100/1	
		by order of the States	32	100	_
	20	To Bills of Exchange, received of John Kernel for a draught of			
		Lisbona of 12000 Ducatoons at 53½d. To Wares for account of Mr. Good-trade, received of Mr. Potter for 50 Barrels of Pot-ashes	40	2675	-
O&ober.	16	To Wares for account of Mr. Good-trade, received of Mr. Potter			
		for 50 Barrels of Pot-ashes — — —	28	5109 -	-
	30	To the Farmery of Paymell, received of Mr. Nimble the Farmer			
November.		by order of the States	32	300	-
LNovember.	2	To James Trustie of Dover Factor, received of Mr. Ludewick by	1		
	1.	his order, and for his account To Account Particular, received of Mr. Boon-companion for mo-	24	420 158	
	4	10 Account Particular, received of Mr. Boon-companion for mo-			
	100	ney lent him To Andrews Baker, received for 1000 quarters of Wheat fold	20	50	٦,
_ :	1.0	6 months agoe — — — — —	28	850	
	12	To the same Baker, received in part for 50 Barrels of Pot-ashes	38	850	Τ,
	1.3	fold 6 months agoe	28	400	
	15	To the same Baker received in full of the said 50 Barrels of Pot-ashes	28	1334 -	
	-	To the Farmery of Paymell, received of Mr. Nimble the Farmer	30	7007	
		by order of the States	32	50	
	20	To the same Account, received as before	32	50	
	-	To Andrews Baker, received in part for 500 quarters of Wheat			
		fold the 14th of September	38	200	
	24	To the same Baker, received in full of his account	38	200	_
	30	To Wares for account of Mr. Good-trade, received of Mr. Glasier			
D1		for 50 Barrels of Pot-ashes	28	502	-
December.	I	To the Lords States of the united Netherlands, received in full			
		of a years allowance of Mr. Boeve	34	170	-
	3	To Bills of Exchange, received of Mr. Guner, for a Bill resulted			
	-	from Nuples by Carvafal, 11964 Duc. at 68 d.	40		
	2	To feveral Ships at Sea, received for prize goods To the Farmery of Paymell, received of Mr. Nimble the Farmer	Ĭ 2	6000	-
	Г	of this Farmery by order of the States — — —	20	100	
	20	To the same Account received as before	32	70	-
	23	To James Trustie of Dover Factor, received of Shipper Hill for	2 2	70	
	1	his account sent hither	24	4500	
	25	To the same Account, received as before, in full for a years al-			
		lowance from the State	32	30	_
	28	To the same Factor, received of Mr. Boeve, for his account -		12598 -	
			li	408179 6	-
				4001790	_
		This Account being the onely Arteries, Wheels and Veins of the			
		whole Body and Stock is by no means to be idle, but ought to be			
		ever at Work and Motions, either by one improvement or other,	Е		
		which you think most advantageous and conducible to your good			
		and profit; in as much as in things spiritual true faith must ever be	П		
		at Motions by Work and Charity, Oc. and yet as it is not Work			
		but free Grace that causes Salvation, so it is not Cash it self but Cre-			
		dit that is occasioned by it, which causeth Profit and Satisfaction.			
		And thus having a full or experimental understanding, and quick insight			
		might	1		

1658		Cash is Creditor. folio	42	li.	S.	d.
September.	7	By Transport of folio By Goods and Commodities, paid for Charges and Expences of	14	13537	10	5
	1	100 pieces of Woollen Cloth — — — —	25	20	_	
November.	11	By Mr. James Trufty of Dover Factor, paid for Charges and Ex-			-	
	18	pences about a Pack of Cloth By Faithfull Steward of the Houshold, paid for defraying of my	23	20	15	8
•		Domestick affairs and Charges	15	1348	4	
December.	2	By Wares for account of Mr. Good-trade, paid unto Mr. Equal				
	25	for double Bills of Exchange remitted to Amsterdam By Bills of Exchange, paid unto Alderman Sidenham for a draught	27	2290	6	6
		of Genua of 10354 Crowns at 83 d	39	3284	7	7
	26	By the same account, paid for Charges and Expences during the			1	
	31	intercourse of the said Bills By Balance La A. l. 20308. 15. 4. for transport of this account up-	39	7	10	-
	2 4	on a new Volume L ² B	43	20308	15	4
				40817		<u>.</u>
		infight of things both Spiritual and Temporal, you very eafily will				
		fet your affairs on wheels and motions, either in one way or o-			ı	
		ther, to the improvement and benefit both of Soul and Body, di-				
		ligently observing those Rules and Prescripts of the Mind or Sense in the other Members of the Body: in order whereunto Note			3	
		that Cash will be Debtor to all those moneys which at any times				
		are paid by, or received of others and put into it; and that in				
- 4		the contrary, Cash will be Creditor for all those monies which at any time are paid by, or received by others, and disbursed out				•
1000		of it: and as Cash is now either Debtor or Creditor, then it is				
		to be considered, to or by whom she is occasioned to be indeb-				
		ted or credited, whose account in your Book is to be charged of Cash credit, or to be credited of Cash Debet, and thither you are				•
		to convey the same Sum you have either paid or received for	J			
		fuch and such an account, as is here represented, to the Farmory of Paywell, to Bills of Exchange, to Wares, &c. by Goods and	3		E	
		Commodities, by Mr. James Trusty, by Faithfull Steward, &c.			П	
		which having performed punctually, you can at any time calcu-				
-1 - 40		late upon a Paper apart, concerning the Receipts and Disbursements, Increase and Decrease of your Cash; and so order and re-				
		gulate your other affairs and the improvement of the Stock accor-				
		ding as you shall see cause and need in the Filling, Emptying, Di-			3	
0		stemper, Cure, Vertue and Credit thereof.				-
100				400		
		•				
		1 1 1				
				1		
		P ·	-	0		

December. 31
To the Manor of Speedwell within the County of Sucesse

To the Manor and Forest of Increase in Somerset
To several Goods and Houses lying in and about London
To several Ships at Sea, viz. the Hope and Good-adventure
To Account Particular
To Adventure-land in Ireland
To the Farmery of Paywell

32
33000

To Cash, under custody of Mr. Richard Goodcoin

42,20308 154 li. 60928 12

For understanding of the Balance, it will be necessary that you are quick-fighted and punctual in your affairs. And first, as you have kept your Book in order as is prescribed, untill either such or fuch an intended time is expired, or that your Book is filled with Writings, and drawing to a period or Balance, then as you are minded to transport those Debtors and Creditors, whose accounts do not poize in their own Debet and Credit, from that Book as Litera A. upon a new Volume as Litera B. you will take a general Survey and Examination of all and fingular the Accounts in that Book Litera A. contained, whether they are kept punctually from time to time, yea or no, where any neglect or defect appears, which will be discovered by the direction of the points in the first line, or by comparing the Debet with the Credit throughout the whole Book, as also by the ending time of every page, and the just course thereof considered; besides that, it may be perceived by those Accounts, Bills, Notes and Certificates of your Debtors and Creditors, which you shall find either to be wanting or lost, or else not inserted and stated into their respective Accounts of that Book, in which case you can easily reform defects, and perfect what is amis, or add what is wanting: and having done so, take a sheet of Paper, and begin from the first account of your Book, and add the several sums together, first in Debet, and then in Credit, which total Sum now of them both, either Debet or Credit, exceeds the other, for so much as the proceed or surplus will be, you are to Note upon that Paper, as a perfect List of all and singular the Debtors on the one fide.

Balance La A. is Creditor.

folio 44

60928,12

December. 31 By the Stock

side, and on the other page the Creditors; and in such a manner run over the whole Book, from the first to the last account, leaving those untouched which you shall find either shut or poized both in *Debet* and *Credit*, onely noting and extracting those whose Debet surpasses their Credit in number, or whose Credit exceeds their Debet, as aforesaid. Which being done accordingly, you will see whether your Book is kept well yea or no, by the Counter-poizing and comparing of the Total sum of all the Debtors with the Total sum of all the Creditors of the whole Book; for if but the least penny should vary in both soms. your Book could not be accounted just and lawfull, untill the Errour or Transgression were discovered by examining and searching it over again, and so remedied and corrected. Which having all performed and finished by that sheet of Paper sincerely and uprightly, you may confidently goe on in balancing the Book it felf. without fearing to commit any farther fault or errour, and so Transport those Debtors and Creditors from the Balance La A. unto the new Volume La B. placing and distributing them according as you shall see cause and convenient, and proceed from time to time in managing and ordering them as you did formerly in the first Book, untill that second Book be filled also, and then it may be brought to a third as La C. and so continued for ever. And thus, if at any time you defire to see the Total Members and Branches of your Stock, and which of them are sound or corrupt, quick or distempered, profitable or unprofitable, perfect or imperfect, Note, those Members or Branches you will perceive and discern by the Extract and Account or Balance, which you shall draw out of your Book upon a particular Paper onely, for your Rule and Advice in remedying, and curing, or cutting and destroying of them.



A further Instruction of the Method of this Book kept by Debtor and Greditor.



HE manner of keeping our Accounts by Debtor and Creditor is nothing else but an Abstract or Abridgment of that which was first devised in Italy, upon very good consideration, commonly called Merchants Accounts; only with this difference, that whereas the Italian alloweth and requireth a Lieger, a Journal and Waste-book, with several other Books more, this comprehendeth them all in the Amphithalami or Lieger as amply and circumstantially as the former three might or could do. Which we may perform in observing that every Debter must pebitor.

have a Creditor, and so on the contrary every Creditor his Debtor: and thus the left creditor. side of our Lieger-book being open, we take for the Debtors side, and the right side of the faid Book, towards our right hand, we take for the Creditors fide; wherein we enter every Account by it self first from the parcels of an Inventary as it were of our whole Estate under the head of an Account called the Stock, referring every parcel or member thereof unto a particular Account of the same Lieger, which at any time we may find to correspond each with other by the direction of the folio specified in the lat- How Parcels ter end of every particular, whereby the Debtor shews his Creditor, and the Creditor are found in the Lieger. makes relation to his Debtor; which words are not used, but understood by such a one oweth, and such a one ought to have; not only of Persons, but of things themselves. As the great Merchants which buy and fell many Commodities for themselves or for others, they will arm an Account, which is the Spanish Phrase, Armar una Cuenta; but in plain English, They will keep or frame an Account for themselves, and make their Ware-house or Magazin Debtor, because the Ware-house is trusted with the Wares or Capitalor Commodities: others (as we have done) will make the Commodities Debtor, and Stock. their own Capital or Stock Creditor. In like manner (because their monies are laid up or locked in a Chest which they call Cash) they will therefore imagin this Cash to be a cash. Person whom they have trusted, and make the said Cash a Debtor for the Mony they put Mony paid. into it; and when they put out that Mony or any part thereof, they will make Cash Creditor, and that party to whom it was paid shall be made the Debtor; and if he do pay the same by your order to another man, he shall be made the Debtor, and so the other is discharged and becometh a Creditor: and so from one to another, until we come to receive the Mony again, and then Cash is Debtor again: for we must still have Mony receia care to find a Debter to have his Creditor, and that every Creditor may have his Debter. ved. When more Goods are bought for ready Mony, we make the Account of Goods Deb. Goods bought tor and Cash Creditor. When Goods are sold for ready Mony, we make the Account for ready Mony of Cash Debtor and the Goods Creditor. When Goods are bought at time, then directly Goods sold for we enter the parcel into the Account of the Goods from the Bill of the Sellers, making ready Mony. them Debtors, and the Person of whom they are bought Creditor. When Goods are sold at time. at time, then, as afore, we state the parcel in order upon the Account of the Buyer and Goods sold at make him Debtor, according to the Invoice and Specification, and in the same manner the time. Goods Creditor. If we buy Goods one part for ready Mony, and the rest at time, then we divide it in two parts, stating it first to Account of Goods in Debes for the whole parcel and sum, making the Person of whom they are bought Creditor for the same: and then for as much as is pay'd in ready Mony we make the Seller Debtor and Cash Creditor. If we sell Goods part for ready Mony, and part at time, then first we make the Person Debtor (as before Creditor) for the whole, and the Goods Creditor (as before Debtor) and afterwards we make the Cash Debtor for so much as we receive in ready Mony, and the Person Creditor for the same Mony. When we have bought any Goods at time, Mony paid for then we enter it according to agreement and the specification as aforesaid; and if after- it be due. wards we should agree with the Seller to pay the same before it be due with rebate or discount.

barter for of

discount, then we make the Person Debtor to Cash for so much as we pay him, and to Goods fold in Gain and Loss for the rebatement, or allowance for the discount. When we fell Goods in Barter for other Commodities, then we specifie the Goods which we receive accordingly to its account, and make it Debter to the Goods which we deliver, specifying the same in the briefest manner. For the saying is true,

Receive before you write, and write before you pay, And so a good Account be sure to keep you may.

By which it seemeth that King Henry the Eighth his Jester had some insight in this manner of Account: for when the King told him that he had delivered a good fum of Mony unto a Gentleman, a follower of his, he answered, that for doing so he had noted in his Book that the King was a Fool, giving his reason for it, because the Gentleman would never return back again, and that the King was cozened. But the King asking what he would do in case the Gentleman did return with the Mony; thereupon the

Tester replied, then I will put him in my Book for a Fool, and put you out.

The Method this Book.

It is observable that a man negotiating in this World must trust and be trusted. He that is trusted with any Goods, Monies or other moveable things, is therefore called a Debitor or Debtor unto the Party that trusteth him therewith, and he calleth that Party his Creditor, because he gave him Credit for the same; whereby Debitor and Creditor, as aforefaid, concurreth between Party and Party. And thus when we have orand Manner of dered our Lieger from the account of the Stock into feveral heads, according to the feveral parcels thereof, giving every parcel a particular account, by which we find every Debitor a Creditor; then we point such parcels with a point that are so transported from Debet to Credit, or from Credit to Debet as aforesaid, and let it stand by it self. But in process of time if we should pay or receive any Monies, buy or sell any Commodities, remit or draw any Bills of Exchange, or otherwise receive any Bills, Invoices, Advice, Accounts, Certificates, Notes, from our Factors, Stewards, Correspondents, Friends, or others with whom we have to deal, either for matter of Mony, as Exchanges, Principals' and Charges, paid and laid out, or for Goods and Commodidities as aforesaid bought or sold; then instead of a Journal or Memorial we take fuch Letters of advice, Accounts, Bills, Certificates, Invoices and Notes, and keep them from time to time in fafe cultody, until we may be conveniently at leifure to enter fuch original papers, one after another, very orderly and exactly into the Lieger; adding then furthermore as many Heads of Accounts as are necessary, and the Debitors and Creditors require; which having entred, transported to Debitors and Creditors, and pointed in the Lieger as aforefaid, we write upon those Letters of advice, Accounts, Bills, Certificates, Invoices, Specifications and Notes, that they are examined and entred on such and such a day, and so lay them up orderly and distinctly, to be at hand if occasion requires. And in this manner we continue until all and every parcel and thing be entred, and then we find the Proceed of Gain and Loss very easily in every Account, by examining and running over the whole Book, by which we can make Calculation and Ballance of our whole Trade and Book at pleasure, as we shall demonstrate more at large. Suppose that a Gentleman of such an Estate and Stock, as is in the first part of this Book Litera A. specified, died, leaving behind him a Son and only Heir of all his Estate, who being a young man of Age to manage his own, is defirous to deal in the World by traffick, and trade by buying and telling of Commodities, or to let out his Mony at Uie, or by Exchange for other Countries, (unto which three actions we still observe our method, as being the Essential parts of traffick) and thereupon he ballances his Fathers Book and Estate, and endeavours to keep a true Account of all his proceedings and negotiations by way of this manner of Account of his Father, by Debitor and Creditor, that is to fay, to have still a Creditor unto a Debitor, and a Debitor unto a Creditor, which must reciprocally answer each other. Now confidering of his means for the effecting hereof, he findeth by Ballance La A. that he hatha Manor confisting in two Houses, a Dairy, 1000 Acres of ground, several Meadows, Orchards, Gardens, and 1000 head of Sheep and Cattel, lying within the County of Succes called Speedwell, and valued to be worth Principal 5000li. Another Manor and Forrest lying within the Counties of Somerset and Devon called Increale,

crease, valued at 4000 l. Principal. Several Goods and Houses lying in and about London, valued according to Inventary and Estimation 15000 l. Two good Ships at Sea, the one called the Hope mounted with 20 pieces of Ordnance, of about 400 Tuns. valued with all appurtenances to be worth 30001. the other called the Good Adventure of 600 Tuns and 60 pieces of Ordnance, worth according to Estimation 6000 l. Some hundred Acres of Adventure-land in Ireland worth 3000 l. A Farmory called Paywell from the State for 4000 1. Plate and Houshold stuff 1.619.16.8. and a Cash of Mony furnished with 1.20308. 15.5.4.d. Out of all these Parcels he makes a Stock or Capital, which he conveyeth from the Ballance La A. and transferreth or enters it into a new Book called a Lieger, because the same remaineth (aslying) accordingly in a place for that purpose under the title of L2 B. as you may see by the second part of our Amphithalami, making all those Parcels Debitors and Creditors as aforesaid.

for those several Parcels above specified with a Years Improvement or Profit.

The Manor of Speedwell lying in Suces 12 miles from Goedford, oweth unto Bal-Manor. lance La A.I. 5000. for the value thereof, which my Father left me by Descent from &c. containing, &c. of the yearly value of 250 l. now in the Tenure, Occupation or Posfession of, O.c.-

The Manor and Forrest of Increase in Somerset and Devon owes unto Ballance La A. Forrest. 1.4000. for the value thereof Principal according to Estimation, which my Father left me by Descent from, &c. containing, &c. of the yearly value of 2001. now in the Tenure, Occupation or Possession of, &c .-

Several Goods and Houses lying in and about London owe unto Ballance Litera A. Houses. l. 15000. Principal according to Estimation that they were valued to be worth, which my Father left me by Descent from, &c. viz. a House in, &c. of the yearly Rent and Value of, & c. now in the tenure, occupation or possession of, & c. another House in, &c. (until all be specified accordingly) to the yearly value of 800-1.15000-

Ships at Sea are indebted unto Ballance Litera A. 1.9000. One called the Hope, Ships. mounted with 20 pieces of Ordnance, of about 400 Tuns, valued to be worth with all the appurtenances 3000 l. now under the Command of Master, &c. another called

Adventure land in Ireland is indebted unto Ballance Litera A. 1. 3000. for 600 Acres Land. of arable ground, lying 12 Miles off Dublin, which was adjudged unto my Father by the State in consideration of a greater Debt which they did owe unto him, now in the tenure, occupation or possession of, &c. of the yearly Value of 1501.—1.9000—

The Farmorie of Paywel, in the County, &c. oweth unto Ballance Litera A. 14000. Farmory. in confideration of a greater Debt which the State of England did owe unto my Fa-

of Plates, Jewels, Apparels, and Houlhold stuff, &c. according to an Inventary Houshold-stuff. -1.619.16.8.-

Cash oweth unto Ballance La A. J. 20308. 15.4. for so much ready Mony in several cash. Gold and Silver species which I find this day in Cash under the custody and administration of Mr. Richard Good-coin in Lombard street, I sav, ready Mony-1. 20308. 15. 14.

Here you see that this young Gentleman hath an Estate of 1. 60928. 12s. which his Transferring Father left him by the ballancing of the Book L² A. to begin the World withal, configuration of Parcels in as many Acting of the aforefaid Parcels. These eight Parcels now are transferred over in so counts. many feveral Accounts of eight Debitors, and there is but one to be made Creditor for all these, which is Capital or Stock by the Ballance Litera A. which doth answer by Correspondency all the eight Debitors in their proper Accounts, amounting all to the fum of 1.60928. 12. on the Debitors side, and so is here 1.60928.12. or the Creditors side, which doth ballance the other; being so termed of a pair of Ballances, wherein Ballancing of equal weight being laid on every fide, the Ballance will be just and even; and in like Accounts. manner must all Accounts (kept by Debitor and Creditor) be even ballanced, what-

foever the remainders of the Accounts are, which falleth out by Calculation upon the Account. But the main Ballance of the whole Book may not differ one peny, and Fractions of half pence and farthings are not used in our Accounts, but accounted in the Summaries at the First.

Entring his Commodities hought, and

This Gentleman turning now a young Merchant, employeth his Mony and buyeth fome Commodities to be fent beyond the Seas, namely, 1000 pieces of Perpetuanoes. thom, fother; 500 pieces of Bays of divers forts cost him 200 l. and 200 Redding mingled-colour Cloth, amounting in all to 8700 l. which he paid in ready Mony. And all these Commodities he doth enter by his Specification or Invoice into the Lieger, in one Parcel, under the head of Magazin, or Ware-house, or Commodities, as he pleases, in · making the same Account Debitor for all, and his Cash Creditor, because the said Cash was made Debitor for the Mony of 1. 20308. 15.4. as you see before; and now being made 1.8700. Creditor, there is 1.11608. 15.4. more remaining in Cash, the rest is in Manors, Forrests, Ships, Goods, Houses, Farmories or Deposito Plates and Jewels, &c.

First Mony received and Debtors difcharged.

By this time the Steward of the Manors, Forrests, Houses and Lands, payeth a quarter year Rent and Revenues received of the respective Tenants, Occupiers and Posses fors of the feveral Manors, Forrests, Houses and Lands, according to his Account, which from quarter year to quarter year he is to give in unto you, being 1.250. of which Mony Cash is made Debitor and the Steward is made Creditor, he being first charged in his particular Account for fo much received of the Tenants and Occupiers according to his Bill and Certificate first examined as aforesaid, and the said Manors, Forrests and Houses, &c. being credited proportionably for the same Mony and time, as aforesaid.

subflantial what it is.

The three other existent Parcels by themselves for the Ships, Farmory and Account

Particular, remain still in the Book untouched.

Account for Voyages for Hamborough.

The Merchant beginneth to ship his Commodities, and sendeth his 200 Cloths for Hamborough to a Factor or his Servant, and payeth the States Custom and all Charges concerning the same: and now he frameth an Account of those Cloths, intituling the same, Voyage to Hamborough, or Cloths sent to Hamborough do owe unto the Magazin 1. 2000. for 200 Cloths sent for my Account to such a man, in such Ships, &c.

Mony paid for Cuftom and Charges.

Then he doth charge this Account of Cloths with the Custom and Charges he payed; Cloths fent to Hamborough do owe unto Cash l. 120. for Custom and Charges paid for the same, as appeareth by the Specification.

Voyage for Spain.

For Sevill in Spain he sendeth the 100 Perpetuanoes which he bought, and 500 pieces of Bays, and 200 fother of Lead, which did cost him 1.6700. and the Charges, Customs and Impositions are 1, 350, in toto.

Discharge.

And hereupon he armeth an Account under the name of Voyage into Spain, or some other fuch name, of the faid Commodities, as every man thinketh good: So this Voyage is Debitor for the Commodities, Customs and Charges thereof, and the Magazin is discharged and made Creditor as abovesaid; and likewise Cash is made Creditor, having paid the Customs, Impositions and Charges aforesaid.

Buying of

This Merchant having still a good deal of Mony in Cash, is not content with those trore Commo-Voyages only, but intends to bestow some 1000 l. more upon a third Voyage: hereupon he buys more 200 white Cloths at 12 l. the piece, and 400 Devonshire Kerlies at 40 l. the pack, of 20 pieces for ready Mony, together for the sum of 1,3200. hereupon entring the Year, Month and Day in the Margent, he makes Debitor and Creditor as aforefaid.

Magazin or Ware house oweth unto Cash 3200 l. for two hundred white Cloths of the mark following, amounting to 24001. and for 400 Devonshire Kersies at 401. the

pack of 20 pieces, which I bought for ready Mony of Mr. Draper.

Voyage for

And so the Merchant ships these Cloths and Kersies presently for Lizbon, and arms an Account thereupon, with Charges and Custom, 2001. in manner and form as he did before with the Voyages of Hamborough and Spain; by which the Voyages are made Debitors for the Commodities, Customs and Charges thereof, and the Magazin is discharged and made Creditor as abovesaid, and likewise Cash is made Creditor, having paid the Customs, Impositions and Charges aforesaid.

This

This Merchant not willing to bear so great an Adventure of 1000 l. or 1200 l. in Mony for affuone Ship, doth cause himself to be assured of 5 or 600 l. in every Ship, at three, four rance. and five upon the hundred, and payeth the same unto the Assurers. Hereupon he maketh the said Voyages Debitors, and Cash Creditor for so much, namely, 301. for Hamborough, 65 l. for Lizbon, and an 160 l. for Sevill, and so committeeth the same to Gods Will and Pleasure, and all these Parcels are entered into the Book.

Mean time Mr. Nimble the Farmer of the Farmory of Paymell doth pay 6001. accor- Mony receiding to order, whereof Cash is made Debitor, and the Farmory is made Creditor, and ved. discharged of so much pay'd by the Farmer thereof in part of the States Debt.

The two Ships also are ordered to be fitted and fraighted out by the Factor at Do- Ships fitted ver, Plymouth or elsewhere, which is performed accordingly by the Factor, having paid and fraighted in fetting them out, one for Sweden and the other for Genoa, 2000 l. for which he is to have Fraightments at their returns 3200 l. according to Agreement and Indentures; which the Merchant chargeth upon the Account of the Ships, making them Debitor and the Factor Creditor for the same: but the Factor wanting Mony in his hands, draws upon the Merchant some Bills of Exchange for 2000 l. which being paid by the Merchant, he maketh the Factor Debitor and Cash Creditor for so much.

The Merchant finding still some Mony to spare, he delivereth out 6000 l. at 6 l. In- Mony deliverterest per annum, unto another Merchant for six Months, and thereupon he maketh this ed at success. Merchant C. D. Debitor, and Cash Creditor, declaring to have his Bond of 9000 l. for the payment of two third parts, at such a day, in such a place. And for the interest Mony of 180 pounds he maketh him likewise Debitor, and the Account of Prosit and

Loss Creditor.

The Merchants Estate standard now thus, at Hamborough 21501. at Sevil 72:01. View of a Merchants Eat Lizbon 34651, at Interest 61801, upon his two Ships 20001, and but little Mony state by the in Cash because of his daily Expences, besides what is due from the Steward and Far. Book.

mer, which he is to receive at certain times.

Suppose now that our Merchants Cloths are fold to divers Merchants and others at Return of Hamborough, to be paid at fix and fix Months, for which they have given their Bills Voyages. Obligatory, to pay the same accordingly. But some of those Merchants are desirous Mony payed to pay their Mony by way of anticipation, having Interest allowed them for it after by way of the rate of eight in the hundred for the year, and so pay ready Mony to our Merchants Factor, and thereupon the faid Factor maketh over by Exchange 800 l. by several Bills of Exchange to be paid here at 2 Usance (which is two Months after the date of the Bill) by Merchants strangers. These Merchants strangers do accept the said Mony made of the Bill) Bills of Exchange, and you make them several Debitors for the same, and your Factor change. of Hamborough Creditor for the faid 800 pounds.

Moreover, your Factor hath fet over some of those Merchants Bills of Debt for Fo-Velvets bought be reign Commodities, and hath taken in payment four Cases of Velvets which did cost youd the Seas. 1600 l. and he sendeth them in several Ships, with an Account of the Charges, Cufrom and Factorage of the faid Velvets, amounting to 801. fo the Velvets cost in all 1680 l. For this you make new Account for Velvets, or the return of the Humborough Voyage Debitor, and your Factor Creditor for the said 16801. as aforesaid. And because you are to pay great Custom and Imposition of these Velvets, and your Cash is not well provided, you take up by Exchange here 120 l. to be paid by your Factor Mony taken up at Hamborough, and deliver your Bill of Exchange for it, and receive the Mony; by Exchange. now Cash is made Debitor for the same, and your Factor, that is to pay the Mony is

made Creditor for it accordingly.

This Factor doth now by Land fend unto you the Account of your two hundred Cloth fold be-Cloths fold unto divers Merchants as aforefaid, and this Account is made in Hambo- and account rough or Lups Mony, and it is supposed amongst Merchants that 26 s. and 8 d. of their sent of it. Mony is correspondent to our twenty shillings Sterling; according to this you reduce your Humborough Mony into Sterling Mony after the rate, and your Factor in the same Hamborough Account hath already deducted his Factorage, Customs, and all Charges incident up- Mony reduced on the Cloths fold by him: so that Casting your Account upon the nett provenue of your Cloths, he hath received clear Mony 2600 l. Sterling. Hereof now you do

make

make your Factor Debitor, and the Voyage for Hamborough Creditor, and coming to that Account, you find the faid Voyage Debitor 21501. and now to be made Creditor 2600 l. fo you find here is 450 l. clear gains by the Account, unless you shall become a Loser in the Velvets, for the Mony deducted for Interest to him that payed before his time is already deducted in the Account of Cloths; so that to clear this Account of the Voyage, you make the same Debitor for the said 450 l. and the Account of Profit and Loss Creditor for the same.

You have now fold your 4 Cases of Velvets, two for ready Mony, and the other two at 6 and 6 Months days of payment, to M. M. Mercer, amounting to 1040 l. whom you have made Debitor for the same, and your Velvets Creditor, and for the other you have made Cash Debitor for 9801. which you have received, and likewise your Velvets Creditor for the same sum; so in both 20201. and casting up your Charges, Customs and Impositions of your Velvets, you find them to amount unto 160 l. and for this sum you make Velvets Debitor, and Cash Creditor: so your Velvets did cost with all the faid Charges 1840 l. and they were fold for 2020 l. fo there is 180 l. advanced by the faid Velvets, whereof to clear this Account you make Velvets Debiter, and Gain and Loss Creditor as aforesaid. Having now Mony in Cash, you make over 6001. for Amsterdam by Exchange, with condition and order to your Factor, that from time to time as the Mony groweth due he shall make it over again by Exchange unto you at double Usance, which is two Months, as you made it over unto him. Some now in this Case will arm an Account of Exchange, but it is better to make the Factor of Amsterdam Debitor for it, and Cash Creditor.

Return from Spain in Tobacco.

Account of Goods fold in Spain.

Loss upon Wares in

Reduction of Spanish Mony into Sterling. Gain by Tobacco.

Mony made over by Exchange.

Reduction of

Ships are now arrived from Saint Lucar in Spain, and your Factor of Sevill hath fold your Perpetuanoes, Bays and Lead, and in return thereof hath sent you a parcel of Tobacco, because Cutcheneal was too dear, and rich Indico is here too good cheap: withal he hath sent you the Account of your Commodities kept in Royals of Silver, accounting fix-pence for the Royal of the clear provenue, being 272400 Royals, making Sterling 68101. whereof you make him Debitor, and the Voyage for Spain Creditor, and when you come to the total of the same Account, it appeareth that the said Goods did cost you 73601, and so there is lost 550 l. For this now, to clear the Account of the said Goods, you make Profit and Loss Debitor, and the said Voyage Creditor to ballance this Loss, contrary to the Gain. The Tobacco did cost with all Charges 248000 Royals, which is 6200 l. for this you make an Account of Tobacco Debitor and your Factor of Sevill Creditor, in the same manner as you did your Velvets, putting thereunto the Impost which you paid for the same, and all Charges; and having fold your Tobacco for 10s. a pound one with another, you find to have made clear above 10000l. be it 10100l. which cost you in Spain but 6200l. so here is 3900l. gotten; but when you lost 550 l. by your Wares sent into Spain: well this Account is cleared, Tobacco is made Debitor 3900 l. and Profit or Gain and Loss Creditor for the same; and now you are well stored for Mony, and all is ready Mony saving 3000 l. at fix Months. Hercupon you make more Mony over by Exchange for Amsterdam, by feveral Bills to your Factor, to the fum of 5000 l. and thereupon he is made Debitor, and Cash Creditor for the said Sum. Interim your said Factor of Amsterdam hath made over unto you by Exchange the former 600 l. back again, for which you make him Creditor, and the Party Debtor that accepted the Bills and is to pay you the Mony at double Usance.

The Ships of Lizbon are also arrived, and being in return of your Kersies and Cloths, 200 Chelts of Sugar of three forts, Panela, Mascovado, and Blanco or White Brafilly, with advice that the Commodities are fold at a reasonable rate, for by the Account it appeareth that the nett provenue of it cometh to 6024000 Reys, which Portugal Mony make 15060 Ducats of ten Royals or 400 Reys, is Sterling 3765 l. fo that there is into sterling. advanced by the Account just 300 l.which are carried to the Account of Gain and Loss, as in the former Account. The 200 Chests of Sugar did cost 2750 l. whereof the Factor of Lizbon is made Creditor, and the Account of Sugar Debitor, in like manner as aforesaid, Mutatis Mutandis, and the said Sugars were sold payable at six and six Months for 41001. So that the Charges and Customs deducted, there was 9501. gotten, which are likewise posted to the Account of Profit and Loss.

The 6001. made over from Amsterdam are now due to be paid here, and the Mer- Mony which chant doth offer you to pay them by a new Bill of Exchange, whereunto you agree, recurred by and thereupon you make him Creditor, and your Factor of Amsterdam again Debitor; Exchange aand withal you make over by Excharge other 2000 l. payable at double Ulance, and gain.

for this you make him Debitor allo, and Cash Creditor.

So likewise the two Ships are now returned from their Vovages, one to Sweden, and Return of the other to Genoa, at their destired Ports, and the 3200 l. fraight paid by the Merchants that fraighted them to the Fastor at Dover; whereupon the Fastor giving notice thereof unto the Merchant is made Debitor, and the Ships Creditor for the fame, and the Proceed of his Account current is either remitted by the Factor unto the Merchant, or by order of the Merchant to some other places beyond the Seas, or else drawn by the Merchant or his order, by Exchange, from the Factor as aforefaid; and the Factor is made Creditor, and Cash or the Party who received the Mony or Bill Debitor for the same: and because there was at first paid by the said Factor 1. 2000. for fitting out the Ships for which there is now received by him 3200 l. fo for the Surplus you carry to

Credit of Profit and Loss, charging the Ships first with the same 12001.

The year it now almost expired, and every provident Merchant doth commonly Mony receimake up his Account, and draweth a Ballance of his Book; and this Merchant findeth and Houles. to have received of his Steward for Rent and Reverue of his Manors, Forrests, Houfes and Lands, 1050! befides what hath been specified already, in several times, as also of the Farmory of Paymel 6001, more, and for this he Credits the said Manor, Forrest, Houses, Land and Farmory, Charging first the said Steward and Farmory accordingly; and as it is received into Cash, then he transmitteth the same from their Accounts, and Chargethit to the Account of Cash, and as much as is received by the Steward or Cash he carrieth to the Account of Gain and Loss, as he did all the Expences of former parcels. Then he doth cast up his Expences of House-keeping, which came to House-keeping reckoned, 10001. and for this he makes Profit and Lofs Debitor, having first made Cash Creditor tor the fame.

The 8001, made over from Hamborough are received, and Cash is Debiter for it, and Gain of the acthe Parties that paid the same are made Creditor and discharged. Now by the Account and Loss, and of Profit and Loss there appeareth to be gotten 1.7360. clear, all Charges and Expen-the Surplus of ces deducted: this is now carried to Stock, which is now 1.68288. 12. Hereupon take to Gain carried all the Remainders of the Accounts by Debitor and Creditor, which is the Ballance of the Book, and you shall find nothing on the Creditors side but the Capital of 1,68288. 12. which is Ballanced by the 10 Accounts following, and the 6 Accounts for the Manor, Forrest, Houses, Land and Houshold-stuff, amounting to 1.36619. 16 8. unaltered; the Account of the Farmory being only diminished one fourth part according to the Patent of the State, which was paid by the Farmer thereof into Cash as aforesaid;

So 36619.16.8. for the Said Manor, Forrest, Honses, Lands, Ships, Plate and Ballance of the Lieger Book Housbold-fiuff. 3000 .- - owing by the Farmory of Paywel.

6180 .- owing for Mony at Interest, by C.D. Merchant.

1040 .- owing for Velvets fold to, &c. 3000 -- owing for Tobacco fold to, &c.

4100. --- owing for Sugars fold to, &c. 7600. --- owing by the Factor of Amsterdam, &c.

610. - owing by the Factor of Sevill, &c.

1015 .- wring by the Factor of Lizbon, &c. 3200.- owing by the Factor of Dover, &c.

1923. 15. 4. Ready Mony in Cash.

1.68288.12.

Thus it appeareth that this Merchant hath augmented his Capital or Stock 7630 l. Loss by the acbeing now worth 1. 68288. 12 s. And if he had been a Lofer by the Account of Profit fit and Lofe. or Gain and Loss, then must be make his Capital Debitor, and the said Account Creditor,

An Introduction to the Second Part. to ballance the matter, whereby his Stock would have decreased. Now by these pro-

The Importance of a Cash-Eook, or Account of Cafh.

Of a Month-Book.

The method thereof.

Symmetrical

Accounts.

ceedings in Buying and Selling, Receiving and Paying, you may understand all other Voyages for what place foever, taking notice of the diversities of Monies and Calculations of Exchanges, having an especial care to keep an orderly Account of Cash of all the Monies received and paid out; which, as Mony is Publica Mensura, or a right Judg to fet a price unto every thing, so may you by the measure thereof (truly entred into the Cash-book or Account) find out many doubts, questions and uncertainties in Accounts, especially if you note upon a Paper or into a little Book how much Mony there is either to be paid or received from Month to Month, and upon what day of the Month, and to and of whom the same grows due; which you can easily do if you take some three or sour sheets of Paper, and divide or fold it into as many Leaves as there are Months in the year, writing upon the first page January, the left side take for the Mony you are to pay, as before. And in this manner do it with February on the fecond folio, and so with all the other Months in order to the Leaves, as March on the third, April on the fourth, Oc. Now as you have any Debitors of whom you are to receive a certain Sum of Mony on such or such appointed days by Virtue of Indenture, Bills of Exchange, Bonds or otherwise, or any Creditors unto whom you are to pay any Mony as aforesaid, then you are to specifie the day of the Month in the Margent of that folio where this Month is entred in the front, when the time of payment or receipt is expired, as soon as you have contracted or entred in Debet or Credit of your Lieger, such a Parcel, Debitor or Creditor, ever specifying the name of the Party and the Sum of Mony which is to be received or paid as aforesaid. If one year is about, then you can proceed in like manner with the other succeeding Year, interlining but the expired Year and Month, and so by the view of the Book you castly can fee how much Mony every Month will grow due either to or by Cash, and so govern and regulate your affairs accordingly. For the Monies being Publica mensura, as abovesaid, proceeding from the originals of Commodities or Exchanges, and the Ferproportion of fons with whom you deal therein giving you light and direction to discuss their differences; therefore it may well be compared to the measure of Hercules's Foot, whereby the whole Symmetrical proportion of all his Body was found out. And many Merchants Accounts are as intricate and overgrown with Errors, as Archimedes's Tomb with Thorns when Cicero came to visit, by reason that they cannot see so easily the proper Condition of every Account in their Lieger, the same being first to be collected and examined within their Journal and Memorial.

But now methinks I hear one fay, You have briefly shewed us the Manner of Accounts by Debitor and Creditor, with the Application of it to a Merchants Negotiation for Commodities and Mony, and also by delivering Mony by Exchange, and how Mony is gotten by Commodities, and by letting the same at Interest; But I cannot understand how a Merchant getteth Mony by Exchange of Mony by Bills of Exchange. Hereunto I answer, That it was omitted of purpose, because it should not obscure the former demonstration, otherwise the matter is of such importance, that whosoever dealeth without confideration of it is like to a blind man groping in the dark, and yet may hit the Egg. For (according to the price of Exchange) all the Commodities of the Commonwealth which are Exported, and all Foreign Commodities Imported,

Profit of Exare fold.

change known by Rechange.

Know ye therefore that the benefit or Profit of Exchange is never known directly but by the rechange thereof: To which end you may remember that our Merchant did first make over 6001. by Exchange for Amsterdam, which were rechanged again; and then made over 5000 l. in several Bills; and now lately he hath made over 2600 l. one Bill for 600 l. and four Bills for 2000 l. more for the faid place of Amsterdam, all at double Usance, to make the better Benefit and less Charges.

These Monies are made over at several prices as followeth. 600 l. are made over at 35 s. Flemish for the l. is——l. 1050—— 5000 l. are made over at 34 s. 10 d. is Flemish———l. 8708. 6. 8. 6001. at 343.6 d. is ______l. 1035— 20001. at jeveral prices, one with another, at 35s.—l. 3500—

how Exchange giveth profit.

8200 l. Sterling being paid at Amsterdam did make Flem. 1.14293.6.8.

These Monies have been made over or returned again by Exchange at several prices, and the account cleared as followeth.

600 l. were made over from Amsterdam at 34s. 2d. is Flemish l. 1025-50001. were made over at 33 s. 6 d. per l. Sterling _______l. 8375_______l. 8375_______l. 687. 10001. more at 33 s. 9 d. paid at Amsterdam for the _______l. 1687. 10001. more at 33 s. 8 d. in like manner is _______l. 1683. 6.8. The Factor taketh for his Salary, and payeth to Brokers, and makes over more 600 l. and gave 33 s. 10 d. for the pound-

8200 l.
257 l. 17 s. 10 d. more at the same price of 33 s. 10 d. he made)
over the jnst remainder in his hands being 436 l. 5 s. 4 d. and sendeth a particular Bill of Exchange of 257 l. 17 s. 10 d. for it

1. 14293.6.8.

Here you may find distinguished, that whereas you made over from London the Sum Gallo by Exof 8200 l. Sterling, you now receive back 8457 l. 17s. 10d. whereby your Profit is thange to Pro-257 l. 17 s. 10d. of this you make your Factor Debitor, and the Account of Gain and Loss Creditor; and the like of other Sums for other places. The Spaniard therefore frameth an Account of general Exchanges for all places, called Cambios Generales, to keep an even and just Account with his Factor, admitting a certain rate between him and the faid Factor, according to which he rateth all the parcels of Account, be it for Commodities bought or fold, or Monies paid and taken up again by Exchange, which is the more labor, but more exactly done; otherwise it bringeth some alteration in Accounts. As for Example,

Suppose this Merchants Factor at Hamborough did remain Debitor upon the Account Difference in a

100 l. which is according to 26 s. 8 d. per l. Sterling. This Mony he maketh over by the rates of Exchange, but he is fain to give 27 s. for the pound, which doth differ 4d. lups in the pound Sterling: so that for this difference you must make another parcel, charging the Account of Profit and Loss with this Loss, and making your Factor Creditor for it; whereas in the general Account of Exchanges all is brought over in one parcel; but herein every man may follow his pleasure.

Another Objection is made, How shall a man do that hath no Stock, or little or no-object.

thing to begin the World, as divers men have done that from nothing come to an exceeding great wealth? what Book of Account can they keep by Debitor and Creditor?

The Answer is manifest, all is grounded upon Trust. If any man will sell you Com- Answer. modities payable at long days of payment, and you fell them, and pay him with his own, you can make him Creditor for the same, and the Commodities Debitor; and in like manner if any man lend Mony unto you to trade withal. So that you may perceive that this is an excellent invention, and a most commodious course to know things readily.

The Bankers therefore that deal for Millions of pounds, and make great payments The keeping of Accounts by continually by affignation, do fum up every ten parcels, and post them over to a new the Bankers. Account, because they know at all hours whether a man be Debitor or Creditor unto

If the treasure of Princes and States were disposed by this manner of Account, they counts to be kept by Dubishould receive many benefits and advantages.

First, They should not be in wants, as they commonly are, but make their Treasure tor.

go further in payments, because they may know at all times where to find their own.

and what is owing unto them.

Secondly, They should not be deceived as they are by their Auditors Accounts, by way of charge and discharge, made sometimes many years after, when commonly Officers are much indebted unto them, and yet call for Mony continually, which afterwards (before the Account made) is confumed by extraordinary allowances, which are eafily procured when their Monies are out of their Coffers; so that, upon the matter, they might pay that with one peny which now doth cost them three pence, whereof the late Wars gave us a sufficient instance.

Lafily, The Charges and Expences of Officers would be much diminished, and States

would coment their Followers and Attendants with better pay.

A notable example of King Hear) the VII.

Worthy of perpetual remembrance is that noble Prince King Henry the seventh, who (in his fingular Wildom and Policy) knowing how Princes and States are subject to be wronged by their Officers in the dilpoling of their Treasure, by fraudulent and deceitful Accounts, which either by Ignorance or otherwise by Connivence do pass, did himfelf (with great facility) take an inspection in all his Exchequer Accounts, by an abstract of the faid Accounts entred in a Book by some experienced and skilful man in Accounts. whereunto his Highness did subscribe his royal Signature, before the Officers (upon good Certificate made to the Lord Chancellor) could have their Quietus est pass the great seal of England. And the faid King was pleased many times to enter into particular Examination of some of the Accounts, whereby he did strike a terror into the hearts of the Officers; so that they became more careful, and durst not commit any fraud or deceit by combination or toleration, but his Treasure was duly administred and preserved. This Signature of the Kings in the faid Book is extant to be feen in the Exchequer.

Providence of the French King Henry

Urgent necessity caused the French King Henry the fourth, when he was King of Navarre, to be present in the disposing of his Treasure, insomuch that afterwards (in possoffing the Diadem of all France, and calling to remembrance his former observation by comparing things with their first Principles) he found that of every French Crown (being 60 Soulz) which his Coffers should receive, there came not above the fourth part de claro unto him. Whereupon by rooting out of corruption, deposing of needless Officers, profitable emptions of things necessary, and by wise disposing of them, he brought (è contrario) three parts of every Crown unto his Coffers, and did in progress of time accumulate a very great Treasure: and yet did he increase Officers sees according to the alteration of time, which (by accidental causes) had made every thing dearer.

Factors Accounts.

Thus much obiter. Now if a Merchant be also a Factor for others in the buying and felling of Commodities, delivering of Monies at Interest, and by dealing in Exchanges and Rechanges, having Factorage allowed to him for the same according to the manner of Merchants, some more and some less, as they agree between them; the difference in keeping other mens Accounts with whom they have any correspondence, is but small: for if it be for Goods or Merchandises sold, they will intitle the Account. Goods of the Account of such a man do owe unto Cash such a Sum paid for Custom and Charges; or if it be for Goods bought, he will do the like, and discharge the Accounts by making the said Merchant Debitor or Creditor; for it is as the said Accounts require, which he doth also charge with Factorage, or Provision for his Salary: and therefore all Factors keep a particular Account to know what they have gotten by Factorage or Provision at the years end, and then they charge that Account with their Charges and all fuch Expences as they have been at, and the Remainder is posted to Capital, as in the Account of Profit and Loss; whereupon some others do bring their Charges and Expences, and so carry all the Provision to Capital or Stock. Herein every man may use his pleasure, for this manner of Account affordeth many distinctions: all which feveral Branches or Members of Account may be brought to make up Elimembring the compleat Body; for by the difmembring of an Account, separating every thing in his proper nature, you are enabled to find out many Errors and Intricateness of Accounts, by reducing the Body of it to his perfection.

of Accounts.

And fo by this Method of Debitors and Creditors we may be able to keep all other Accounts of any Estate whatsoever, either of a lesser Value or a greater Estendation,

in a fingle Book; not only for Merchants, Factors and Tradefmen as aforefaid, but Accounts for also for Lords, Private Gentlemen and all degrees of men whatsoever; Nay for the all degrees of men, greatest Monarchy, or the whole World if it were under one Government, as it is under the Dispensation and Power of God. And therefore to conclude this Introduction to, and Instruction of, our Amphithalamie or Accomptants Closet, we shall add but one A word to the word more, that if the Supreme Authority of this Commonwealth would be pleased thority of Engto reduce their Accounts of State to such a manner, by giving every Shire, Circuit and land. County, or every Diocels of a Sheriff, &c. within England, Scotland and Ireland, and all the Dominions and Territories thereunto belonging, a particular head of an Account How to order into a fingle Book, to be under the Custody of the Lord Chancellor or Keeper of the and keep Great Seal of England, and to be committed to the Management and Trust of some counts. approved Pious, Skillful and Faithful men and Inspectors, so that they know how to divide and distribute all and fingular the Assessments, Assises, Customs, Impositions or Taxes, &c. what soever, laid and charged upon these Nations, very proportionably unto every such Diocess and Accounts as aforesaid; and as the Mony or Account is received by the Treasurers of the Exchequer, how to charge the Exchequer as a publick Cash or as a Center of the whole Book, and to discharge such Sheriffs, Farmers or Accounts as aforesaid, of the same Mony, so paid from time to time into the said Cash, they receiving an Aquittance for it of the said Treasurers, which they are to give in unto the Keepers of the faid Book, and to receive their Acknowledgment for the fame. to the end they may produce them in their own behalf in case of Controversies or Questions when they are called to a General Account; and so the Keepers and Trustees of this Book are to see all things entred presently very punctually and orderly in their proper Place and Nature, having ever a Vigilant Eye upon the publick Cash, how much there is in advance or arrear, by making it Debitor for the Monies received as aforefaid, and making it Creditor for the Monies paid out by Warrants for the occasions of the Commonwealth, either unto the Army and Navy, or Commissioners and Officers of the several Regiments, Circuits, Cities and Towns, &c. which are to be made Debitors for the same, even as they are to be made Creditors for their Salary and proportion of Wages, answerable to the allowances and order of the Supreme Authority of these Nations. And so the Keepers of the Book from Month to Month are to draw out a Memorial or Note of the faid Book, how much Mony there is in advance of the Exchequer, and how much in arrear of fuch and fuch a Circuit, Sheriff or Farmer as aforesaid, and to give the same in upon every demand unto the Supreme Authority or their Committee appointed for that purpose, to the end they may upon every occasi. on very easily and with great facility examin the said Book and Accounts, and if they fee cause, to remedy the same according to their Prudence and Pleasure, answerable to the urgent occasion and Necessity of the Commonwealth; and so we are confident, nay, are affured, that England will flourish and prosper even in despight of all its Adversaries, and not be so much subject nor liable to Distractions, Civil Wars and Distempers, as of late we have been.

Moreover, if any body is not satisfied with the Premisses, but desireth more Instruction and Information in any thing, let him repair to Mr. Nicholas Bourne Stationer at the South entrance of the Old Exchange, London, and he shall find further direction

by the Author of this Book.

EMANUEL.

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THE REPORT OF THE PARTY OF THE

AMPHITHALAMI,

OR, THE

Accomptants Closet,

Being an Abridgment of (the so called)

ITALIAN BOOK-KEEPING;

Exactly and accurately shewing how to Order, State and Keep

ACCOUNTS,

Either of a publick Farm or a private Estate, &c.

Into a fingle Book, and in an extraordinary short Way, so that at pleasure and without the help of a Waste-book, Memorial, Journal or Annual, Calculation may be made of the Advance or Arrears, Gain and Loss, or the whole Architecture.

A NEW METHOD,

Very necessary and beneficial for all Lords, Knights, Gentlemen, Commissioners, Treasurers, Comptrollers, Auditors, Merchants, Factors, Farmers, and Stewards.

The Second PART, called Litera B.

Composed by

ABRAHAM LISET, Gent.

ALL ASSAULT LOUIS COM

The Table of the several Accounts of this Book, La B.

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1659	Several Ships at Sea are Debtors	li. s. d.
	To Ballance L ² A. for the value of two Ships, viz. one called the Hupe, of 400 Tuns burthen, and 20 pieces of Ordinance, rated at 1. 3000. and the other called the Good-adventure, of 600 Tuns burthen, and 60 pieces of Ordinance, according to Estimation, worth with all Appurtenances and Furniture 60001.—2	9000
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	paid per annum in equal portion with 2001. Interest, according to that Account transported hither	,	4000	
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1659	Cash (under custody of Mr. Richard Good-coin in Lumbard-street, Jeweller) is Debtor. folio 11	
4	Lumbard-street, Jeweller) is Debtor. folio 11	i. s. d.
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Several Points very necessary to be known by a MERCHANT.

Lthough our intention is not to treat at large of Traffick, Commu. The Author's tation and Bartering of Commodities, &c. fince that hath been Scope. handled already circumstantially by Mr. Gerard Malines, in a Book called Consuetudo vel Lex Mercatoria, or The Law Merchant (whither we refer the Ingenuous Reader;) yet we shall shew in brief of the principal points, how in case of Negotiation we may fitly order and state our Proceeding according to the Rule of Equality

And the thing which induces us thereunto is chiefly, that there are fome Publick Ministers and many able Gentlemen, which either have a sufficient Stock to trade with al for their particular good, or are intrusted with Commissions and Commodities of some private Friends and Correspondents from beyond the Seas, but for want of Practical Knowledg thereof, they for the most part neglect that Noble Exercise; whereas if they would but study these few points fundamentally, it could not but redound to their Renown, Profit and Pleasure. That is to say,

 The Science of Arithmetick.
 The several Weights and Measures of all Countries, concerning all Commodities and the correspondence of them.

3. The Science of Geometry, and some inspection of Cosmography and the Mathema-

ticks.
4. The three Essential parts of Traffick, being Commodities, Mony, and Exchange for Mony by Bills of Exchange; under which all the Traffick and Trade is performed in all Countries, or by some of them, because they are the causes of Commerce, whereof the Effects are buying and felling of Commodities, receiving and paying of Monies, and delivering and taking of Monies by Exchange, with their adjuncts and accidents in the faid course of Traffick.

The Goodness of the Principal Commodities of all Countries, either superficially for Colour and Beauty, or substantially for Quality and Use, as also the weight, fineness and valuation of the Monies of all Countries, with the proportion between the Gold and Silver, and the manner of Exchanges made by Bills upon the imaginary Mo-

nies invented to make Exchanges between Country and Country.

6. The Customs used in the buying and selling of Commodities for Mony, or Bills Obligatory, or by way of Commutation or Barter.

7. The delivering of Monies at Interest, or upon Botomary, or upon Lives, Annni-

ties or Pensions, in nature of Rent, &c.

8. The Fraighting and fetting forth of Ships, making of Charter, Parties, Bills of Lading, Invoice, Covenants and Contracts; as also the Sea-Laws, to decide all Questions and Controversies which fall out between Merchants and Mariners and owners of Ships.

9. The Customs, Subsidies, Imposition, Tribute and Tolls upon all Commodities Im-

ported and Exported within the Dominions of all Princes and States.

10. The manner of making Assurances upon Goods, Ships, the Persons of men, or any other things adventured by Sea or by Land; and the Customs observed therein between Nation and Nation.

11. The Keeping of Merchants Accounts by Debitor and Creditor, and the Calcula-

tion of the diversities of Mony, whereby the said Book of Account is kept.

12. The Authority and Proceedings of Merchants Courts, or Priors and Confuls, to decide the differences according to equity, in places where they are kept, or any other Laws Imperial or common to some Countries, whereby Merchants Controversies are determined; with the course of Attachment and Sequestrations, or Executions and final Determinations by Arbitrators or judicial Decrees, in any Chancery or Court of Equity.

And

And knowing these twelve Points you shall be able to please your own mind, and give satisfaction of your sufficiency unto others. For the saying is true, Melius est Civitatem ab optima Lege, quam ab optimo Viro gubernari; It is better to govern a City by a good Law, than by a good Man. And it is better for a Man to be ruled by Reason, than by his own Reason to seek to rule others. But that we digress not too far from

Of the three Estential parts of Truffick.

A tripartite Exchange.

our scope, we shall here insist upon some few necessary points only, referring you for the rest unto the said Law Merchant. First, as for the three Essential parts of Trassiek, namely, Commodities, Mony and Exchange of Mony by Bills of Exchange. All the Traffick and Commerce between Nation and Nation, or Man and Man, is performed under these three Simples, which are properly the Essential parts of Traffick, being effected by Number, Weight and Measure. And herein is to be considered a Tripartite Exchange, that is, Commodities for Commodities, Commodities for Mony, and Commodities for Exchange of Mony by Bills of Exchange. For some Merchants do negotiate all for Commodities, others all for Mony, or Exchange, or for all three, or any of them which yieldeth them most benefit and gain: and herein is their particular profit or privatum commodum more respected than the general good of the Commonwealth, whereby corruptible and unnecessary Commodities are given for staple Wares and durable Commodities, to the impoverithing of Kingdoms and Commonwealths. And not only is this Commutation or Exchange abused in kind, but also in the price. paying too dear for the one, and felling the other too good cheap: whereby cometh an over-ballancing of Commodities in price and quality, and not in quantity; whereby in effect Monies are given to boot, and as it were over and above the reasonable estimation of things: and herein is the course of Exchange by Bills predominant, and overruling both the course of Commodities and Mony, as shall be demonstrated hereaster. For the faid three Essential parts of Traffick are properly the Body, Soul and Spirit of

The Body, Soul and spirit of Traffick.

Over-ballancing of Com-modities.

> Commerce, and have their operation accordingly. The first, as the Body, upheld the World by Commutation and Bartering of Com-

modities, until Mony was devised to be coined.

The second, as the Soul in the Body, did infuse Life to traffick by the means of Equa-

lity and Equity, preventing advantages between Buyers and Sellers.

The third, as the Spirit and Faculty of the Soul (being seated every where) corroborateth the vital Spirit of Traffick, directing and controlling (by just proporti-

ons) the Prices and Values of Commodities and Monies.

True it is, that this Spirit and Faculty of the Soul, namely the Exchange for Mony, taketh its original from the Soul, which giveth life to the Body of Traffick; that is to fay, The Exchange of Monies by Bills of Exchange is grounded upon Monies, and Monies were invented and made by common consent to be the Rule and Square to let a price unto all things, and the right and true Judg of them, and is therefore called Mony the pub- Publica Mensura or the Publick Measure between Man and Man. But since the manner of Exchange was invented between Nations and Nations, or Countries and Countries, Monies did only remain the Publick Measure within the Realms or Commonweals of every Country, between Man and Man, according to the Valuation of Princes and States imposed upon Monies: and the Exchange of Monies by Bills became Exchange for Publica Mensura between us and Foreign Nations, and between all Nations in the course of Commerce, according to which Exchange all Commodities are bought and publick measures of Commerce, according to which Exchange all Commodities are bought and fure between fold. And albeit that the abundance or quantity of Commodities, and the many or few Buyers, or the scarcity of Commodities, causeth the Prices of Commodities to rife and fall, and likewife that plenty of Mony maketh things dear, and scarcity of Mony maketh them good cheap, as a property inherent unto Mony as a true measure; commodities yet we must observe in true order that both Commodities and Mony are passive since and Mony are the Exchange was invented, which is only active, and that in Countries where all the things Passive. Essential parts of Traffick are used. But howsoever, the Maxim is to be observed in

at home.

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Nations.

the avoiding of the over-ballancing of Commodities in price and quality. Marcus Cato therefore faith advisedly, Oportet patremfamilias esse vendacem, non emacem. The State therefore (as the Fathers of the Commonwealth) ought to be sellers and not buyers, which cometh to pass when the Expences of their Commonwealth do

not exceed their Incomes and Revenues. This is to be effected by keeping a certain Equality in the Traffick between their Commonwealth and Foreign Nations. For Natural and Riches being Natural or Artificial, and both subject to Number, Weight and Mea-Artificial Riches. fure, the Natural confifting in Lands, Vines, Forrests, Meadows, Cattel and the like; the Artificial in Mony, Gold, Silver, Cloth and all other Manufactures and Housholdstuff, requireth a certain equality in the true Commutation of things between us and other Nations. And Justice being distributive and commutative, every man of judgment knoweth that this part is comprehended under Justice commutative; and that Traffick confisteth of the Land Commodities, and of the Commodities of the Seas, and lastly of the Commodities of other Countries and Nations. For God caused Nature to distribute her benefits or his blessings to several Climates, supplying the barrenness of some things in one Country with the fruitfulness and store of other Countries, to the end that interchangeably one Commonweal should live with another.

These Aphorisms or selected Points are of great importance: for (as is noted be-Proper causes fore) Gain being the Scope of all Merchants, is procured without regard had to the of wealth in Commonwealth, the Wealth whereof cannot properly decrease but three manner of a State. ways; namely by felling our home-Commodities too good cheap, by buying the Foreign Commodities too dear, and by the transporting Monies in specie, when the Ex-

change of Monies doth not answer the true Value of it, by Bills of Exchange.

For this Exchange is the Rudder of the Ship of Traffick, fastned upon the Parallel Exchange the of the Keel of Equity, which doth rule and direct the faid Ship upon all the Variations Rudder of the Commodities of all Countries. Many men knowing that the Rudder doth go. of the Commodities of all Countries. Many men knowing that the Rudder doth govern the Ship, can notwithstanding give little reason of the cause of it, but admire to see so small a piece of Timber have so great an operation; yet no man is so soolish as to attribute that power to the Sails, or any other appurtenances of the Ship, or to the main Body of it called the Hull of the Ship. Great is the Error therefore of those that will ascribe any effectual operation to the Quantity of Commodities, albeit there

was a Traffick and Commerce without either Mony or Exchange for Mony, when the course of it was like a Ship sailing without Rudder or Compass.

Mony may well be compared to the Compass, having so many variations upon the Monies as the feveral Standards of the Coins of all Countries, and changing continually from time to Compass of a Ship, and Extime in Valuation; Princes and Commonweals taking advantage one against another, change the either to draw treasure into their Kingdoms and Territories, or to advance the price of Rudder. their Country Commodities. And Exchange may properly be compared to the Rudder of a Ship, which commandeth the directions of the Compals accordingly, and so doth the Exchange command the course of Mony: for let the Standards of Mony be altered either in Weight, Fineness, or Valuation, the Exchange by altering the price (with great facility) according to Equity, is able to meet and over-rule them all.

The Learned have determined that no argument or disputation is to be maintained Principles or with those that will deny Principles, which by reason and common consent are indi-Axions, what sputable and stand of their own Authority: for by an undoubted Principle or Axiom we know that the whole is bigger than his part, that two is more than one, and that

two equal things being equally divided into a third are all equal.

The Knowledg of the Premisses is so naturally and visibly engrassed in the Mind of man as no doubt can be admitted; nevertheless there are men so intoxicated in their judgments, that being once possessed of an imaginary Conceit, they will never be removed; as he who asked of his Friend what he should do with an heap of stones and trash to be rid of it? and was answered, That he should dig a hole in the ground and bury them: and when the other demanded of him what he should do with the earth he should dig out? he told him he should make the hole so much the bigger to put them in both: and he could never be recalled from this Conceit, even in natural and Substantial things, to be felt, seen and handled; although that Experience sheweth, that digging a hole one should hardly put in the same earth again without craming and labour, much less the other.

To deny the Principle of Exchange and Mony as aforesaid, may be resuted and proved to be so plain an error, as we see the hand or index of a Dial to be the thing active,

The Royal

Food dear

Sanquet of great Britain.

which sheweth the hour, and the letters are passive and immoveable in the action; and to are Commodities of the Course of Trasfick where Exchange is used.

Right Merchants are taken to be wife in their profession for their own good and ben: fit of the Commonwealth; for of the fix Members of all the Governments of Monarchies and Commonweals, they are the principal instruments to increase or decrease the Wealth thereof, as may appear by the description of the following Royal banquet. King James confidering that all Commonweals are furnished with Divine service, Arms, Laws, Riches, Arts and Sustenance, and that the managing of these things requireth lix manner of Persons, namely, Clergy-men, Noble-men, Magistrates, Merchants, Artificers and Husband-men, (which jointly are the Members of all Commonweals) was graciously disposed to invite them all unto a Royal banquet, where (after many pleasing discourses) his Majesty was pleased that every Member of his Commonwealth as aforesaid should in one only word express the property of his Protessiaon or Calling. Whereupon the Clergy-men did fay, we instruct; the Noble-men, we Fight; the Magistrates, we Defend; the Merchants, we Inrich; the Hrtificers, we Furnish; and the Husband-men, we nourish. The King answering, used these or the like Speeches; We do very well approve your Declarations in this brief manner, recommending every one of you to discharge your duty accordingly, with a remembrance that We (as your Head) must make the Body of the Commonwealth comand no Dearth, pleat. But seeing fault was found of the general Dearth of all things within his Realm, without any scarcity of the said things serving for the Back and Belly, we attributeit to you Husband-men, said the King, for Food is dear, and yet there is no Dearth. The Husband-men did excuse themselves, and laid the fault upon the Noblemen and Gentlemen for raising of their Rents, taking of Farms into their hands, and making of Inclosures. Noblemen and Centlemen did impose the cause upon Merchants and Artificers, for felling things dearer than in times past, which caused every man to make the most of his own according to his Profession: wherein the Artificers were eafily dispensed withal, considering their Labours and Workmens Wages, buying also all things dearer. So that the Fault did wholly remain upon the Merchants, who have the fole disposing of all Commodities Exported or Imported for the good or hurt of the Commonwealth; which caused the King to enter into consideration of the aforesaid three Essential parts of Trassick, namely, Commodities, Mony, and Exchange for Mony by Bills of Exchange.

And Ingeniously perceiving that the Vital Spirit of Traffick did consist in the matter of Exchange for Monies, because the same is the publick Measure between Nation and Nation, and that Gain was the Radical moisture of Commerce, which had his effectual power in Exchanges: His Majesty thought good to call divers Merchants to the Consultation of this business (being within their Element) to hear their opinion how

to remedy the faid Inconvenience.

Three manner of Merchants.

Whereupon his Highness observed three manner of Merchants. The First (which were the greatest number) were ignorant of the Fundamental reasons of Exchanges, and being carried with the Stream, never took notice of it, but were guided therein by ignorant Brokers of Exchanges, according to the rule of Foreign Nations. The Second fort of Merchants were those who did altogether practise to make a benefit by Exchange and Transportation of Monics, and never did deal in Commodities at home or beyond the Seas, and these would not confess that there was any abuse committed by Exchange. The Third fort of Merchants (being the smallest number) were men of Wisdom and Experience, and yet they found the matter of Exchange to be a My-ftery, until examination of the Properties thereof, and then (like good Patriots) they took a care for the Welfare of the Commonwealth. The First fort he did not regard, because of their Ignorance: The Second fort he did compare unto Vintners, who are not fit to be made Affistants in making of Laws against Drunkenness, and so rejected them: But the Third fort he did imbrace as worthy Counsellors to reform abuses; and some of these were of opinion, that by reason of the base Mony Coined in the latter end of the Reign of Henry the VIII. all the Foreign Commodities were fold dearer, which made afterwards the Commodities of the Realm to rife at the Far-

Offenders unfit to make Laws.

mers and Tenants hands, and that the same was made dearer through plenty of Mony and Bullion which came from the West Indies, and especially, because an ounce of Silver was inhaunced by the faid King from forty pence to forty five pence, and after-Inhauncing of wards in process of time was valued at threescore pence, and that the operation of the Silver alterests the price of faid alteration doth still continue. Others faid, that the Prices of things being risen things. was of no great moment, because it was by Denomination, and not really; for that which was called forty before, was now termed threefcore, according to the Coins of Silver valued by the ounce as aforesaid. But the Wifer sort did go further, and comparing the Prices risen of Foreign Commodities, far more than the Prices of our home-Commodities, they did acknowledg that there was an over-ballancing of Commodities, and found that the course of Exchange for Monies was the efficient cause thereof: For they did observe, that as the Elements are joined by Symbolization, the Air to the Fire by warmness, the Water to the Air by moisture, the Earth to the Water by coldness; so is Exchange joined to Monies, and Monies to Commodities, by their proper qualities and effects, whereby it did appear unto them,

That our Mony being undervalued in Exchange, causeth the price of our home-Commodities to be abated, and to be fold better cheap in Foreign parts, and

is also the cause that our Monies are exported.

Secondly, The Monies being transported taketh away the lively course of Traffick of our faid Commodities, and caufeth young Merchants to run by Exchanges upon Bills to maintain their Trade, paying great interest for Mony, which they cannot take up by their fingle Bond, as they can do by Bill, taking up the same by Exchange without Sureties.

Thirdly, This causeth young Merchants and others to make rash sales of their Commodities beyond the Seas, to pay their Bills of Exchange, whereby they overthrow the Markets of others, and make them sell better cheap. So on the contrary, the Coins being over-valued in Exchange, and also inhaunced beyond the Seas, causeth the Price of Foreign Commodities to increase more than our Native Commodities; and our Merchants are compelled (of Course) to make return thereby, because they cannot import those over-valued Monies but to their exceeding great Loss. And by Exchange they find few takers, unless it be our young Merchants, which do consume their Estates by Exchanges and Rechanges. For of the said three Essential parts of Trasfick we have but the use of one (as they have observed) which is the Buying of Foreign Commodities, to make returns, increasing therein the Consumption of the said Wates, and not our own Monies remaining hereby plentiful beyond the Seas; the rather, for that Bills of Debt (as ready Mony) passing between man and man, causeth with them a lively course of Trade, whereby their Commodities are advanced in Price and Sale; neither are they compelled to fell them but at their Price, because they find Mony at Interest, at five and four in the hundred.

This plenty of Mony is daily increased by our Merchants trading into Spain, and all others who do divert the Royals of Spain from us, because of the inhaunting of Monies beyond the Seas, where they have 25 upon the hundred Gain, when with us they

make but 10 per Centum.

This Gain is practifed by Exchange, and would otherwise be but imaginary; but is still predominant and over-ruling the Monies and Commodities, according to that known Paradox, That the imaginary Monies supposed in Exchange for Mony, made by Bills of Exchange, do over-rule the course and property of Real and Substantial Monies in Specie. For the Merchants valuation of Monies in Exchange doth over-rule the States valuation of Monies: For when the State hath valued the shilling piece at 12 d. Merchants under-value the same in Exchange at 11 d. half peny, and 11 d. not only in the price of Exchange, but also receiving beyond the Seas the inhaunsed Monies above their values, and not valuing of them in Exchange accordingly, and which is done for so many several places, being grounded upon the Weight, Fineness The true and Valuation of the Mony of each Country according to the Par, which is Value for ground of Ext Value; and so is our Exchange of England grounded upon the Weight and Fineness of changes according to Monies aforesaid, and the Weight and Fineness of the Monies of cach other Counding to Par pro

try, according to their several Standards proportionable in their Valuation, which (being truly and justly made) maketh the price of Exchange for every place, according to the Denomination of the Mony, whereupon all Exchanges are made.

These Exchanges do much differ in the name and proportion between the Gold and Silver observed in most Countries; so that we are to examin and compare our Weight aforefaid with the Weight of other Countries, and the fineness of the Sterling Standard with the fineness of the several Standards of the Coins of other Countries; and if we differ not from them in the proportion between the Gold and Silver, then may our Exchanges run at one price both for Gold and Silver, taking the Denomination according The manner to the Valuation of Monies of each Country; and hereby shall we find how much fine Silver or Gold our pound Sterling containeth, and what quantity of other Monies, of Germany, Italy, France, the Low Countries, Eastland and elsewhere, we are to have in Exchange to countervail the same in the like Weight and fineness answerable to ours, be it by the Pound,Doller,Ducat,Crown,or any other imaginable or real Coin,giving always' and Real Coin. Value for Value, and receiving the like, which is called Par. But this course of Exchange being of late years abused, and (as it were) made Merchandize, doth over rule the course of Commodities and Monies by rising and falling in price, according to plenty and scarcity of Mony, and in regard of discrepance and distance of time and place: which made some Merchants (by mistaking) to compare the course of Commodities and Exchange to be alike; as if the measure of a thing and the thing measured thereby

Exchange the were all one. For even as Mony is Publica mensura or the Publick measure within the publick mea-Realm between man and man, so is Exchange for Monies the Publick measure between us and Foreign Countries for all Commodities' bought and fold; which therefore re-

to calculate

Exchanges.

Imaginary

Par of Ex-

change.

fure of Nati-

The manner of Exchange.

This Exchange is properly made by Bills, when Mony is delivered simply here in England, and Bills received for the same, to have the payment thereof in some other Country beyond the Seas, or when the like is done beyond the Seas and the Mony is received here in England, and that upon a certain price agreed upon between party and party, which is termed the price of Exchange, whergof Merchants have the only and whole disposing, and buy and sell their Commodities beyond the Seas accordingly: without that few or none of them do look into the Nature of Exchange, as aforelaid, but only to the present Object, which is to know how the price of Exchange goeth at the time when they have occasion to deal therewith : howbeit such Merchants as never or feldom deal for Commodities, but altogether for Mony by Exchange, have another observation therein; and Merchants that will be Exchangers indeed, must know perfealy the Weight and Fineness of our English Coin, and of the Foreign Coin also, and compare the same together to make the said Calculation of Exchanges; wherein they are not to be directed by the Valuation which is uncertain and inconstant, much less by the Toleration of Monies beyond the Seas to go currant above the faid Valuation: so that by Authority they ought to be governed and directed herein, declaring the true Value for Value or Par pro Pari, as the very foundation of all Exchanges; because this is not a fit Study for every Merchant's capacity, and may be done nevertheless with great facility, and without interruption of Traffick, as shall be declared.

quireth a certainty in the Calculation of the Par aforesaid, admitting nevertheless an

advantage above the same, upon occasions on either side.

Valuation of Mony beyond the Seas inconstant.

Weight of Mony in Exchanges.

But to come first to the Particulars concerning Weight, we are to know that in all places beyond the Seas they use for their Monies (both of Gold and Silver) the mark Weight of eight ounces, with the division of twenty peny Weight, or twenty English, so called beyond the Seas, and the subdivision of twenty four grains here, or thirty two azes or grains there. These 8 ounces compared unto our pound-weight Troy of 12 ounces, are within a little all one, ounce for ounce in weight. But upon the pound of twelve ounces, as aforefaid, which is one marke and a half weight of theirs, it is found that in the faid proportion of a pound our weight is heavier than the weight of Germany and the Low Countries by three peny weight; and then the weight of France, Italy, Spain and Scotland, by four peny weight: all which may be confidered in the price of Exchange, in allowing more or less for the Par, according as the foundation of the Exchange lieth, either upon our twenty shillings Sterling, or upon their Crown, Ducat, Doller,

Doller, Florin, or other Coin, which is properly the Head or Radia Cambii, whereupon The Head of Exchanges were made. This weight is to be confidered in the weight of the piece of Exchanges, or Radix Cambii. Coin, and from the pieces to the number of them in the mark or pound-weight afore-

Concerning the fineness of Mony to be Calculated in Exchange, the same is known Finences of by weight, for it must be distinguished thereby; that is to say, we ought to know how how changes.

much fine Silver or fine Gold there is in the mark or pound-weight of the sundry Coins of the several Standards of Mony of all Countries where Exchanges are made between us and them; and to Calculate the same upon the pound Sterling for some places, or upon the Crown, Ducat, Doller, Florin, and other imaginary Coins for other places,

to the end we may have fineness answered by weight.

To understand the Premisses, let us suppose that a Merchant stranger cometh into England, and bringeth with him many unknown and strange Coins to have the Coin of the Commonwealth for it according to Value for Value, by weight and fineness, and that the faid Merchant (having weighed the faid Coins) hath a sufficient knowledg of The manner the quantity of the fine Silver and Gold which is contained in the faid weight, and his to examin the defire is to have the same answered unto him by the like weight, and by the like fine- Finencis of ness in weight in Monies of the Commonwealth. Herein (no doubt) he will be as-Mony. fured what fineness or fine Silver and Gold there is in our Monies, and that he may have the same by weight in the said quantity of Coins, whereupon (after the weight of our Monies) he will Calculate distinctly what quantity of Silver and Gold there is in the faid Monies, and what quantity of Copper, and so will require the full quantity both of the Silver and Gold, and of the Copper accordingly. So is it with the matter of Exchange, grounded upon the very Value of Coins; if there were no valuation whereby the price of Coins is baptized and named, which giveth a Donomination of price unto the faid Coins, or unto the Exchanges of the faid Coins, which in the matter aforesaid maketh the said price of Exchange.

But so long as the Calculation remaineth upon weight and fineness, without respect had to the Valuation, fo long may we esteem the said Coins to be in the nature of Materials or Bullion, that is to say, prohibited Monies to be currant, which Foreign Na. Definition of tions call Bullion, as it were unlawful and fit to be melted down, from whence the Allay. word Bullion is derived; or which other Nations call the Materials, or Mass of Gold

and Silver, even as Copper is called Allay or mixture thereunto.

Concerning the Valuation and Denomination of Monies, which gives a rate and Valuation of price unto Exchange, even as it doth unto the several Species of Mony in their kind, change.

we shall in his place hereafter treat thereof.

Concerning the Proportion between the Gold and Silver in the faid Exchanges, we Proportion are to observe, that when the Proportion between the Gold and Silver was 12 to one, and Silver in or one pound of Silver to an ounce of Gold (which is now 13 to one,) then the en-Exchange fuing Calculation in Exchange was true, namely, to account 8 Carrats of fine Gold, or made in Engfour ounces of fine Silver for 20 shillings Sterling, referving in the said rate a reasonable gain for the Merchants towards their gains and charges. But now that the faid proportion is altered, and that 13 ounces and 5 part, or four peny weight is appointed to be given for one ounce; of necessity it followeth that the Silver is undervalued, and the Gold advanced: fo that in matter of Exchange there arifeth a twofold Confideration, the one to be established in Par, according to the Gold Coins, and the other after the Silver Coins. And this measure of Exchange between us and Foreign Nations is very tender and delicate; yet Merchants occasions in the course of Traffick do exceed the faid limitation upon plenty or scarcity of Mony, and the many deliverers or takers up of the faid Monies according thereunto, which is proper to confirm the mutability of Exchanging above the faid Par, but never under the same: For it is like unto the needle of the Compass, which hath been touched upon the fixed North Star.

Some Merchants are so far wide from the Knowledg of the Value of Coins, and the Exchanges made thereupon, that they are of opinion, that there can be no certain rate or Par of Exchange let to answer justly the Value of Coins in Foreign parts, by reason of the diversity and disproportion of the Coins of Gold and Silver, and their intrin-

Proportionaof Monies, for be made accordingly.

fecal and extrinsecal Values. But these Merchants are to understand that the Monies of all Countries have a proportionable Valuation relative within themselves, according to their several Standards for weight and fineness; only the smaller and baser Coin have some little known advantage, which may be considered of in Exchange, if there be cause that the quantity of those Monies do exceed the bigger and finer Coin. This Exchanges to confideration hath been had heretofore, and especially in the Par agreed upon between the Low Countries and England, in the year 1575, when upon the Philip Doller the Exchange was at twenty five shillings the Par, and the small Monies would excced twenty seven shillings and upwards, but the quantity did not surmount the better Coin. The like was upon the Par agreed upon with the States of the United Provinces, Anno 1586, at 33 hillings 4 pence; and with Hamborough and Stoade, to 24 shillings 9 pence Lubish upon the Rix-doller of 33 shillings, or 9 marks four shillings for our pound Sterling of 20 shillings, making 4 Dollers and one half to answer the said Par, which Doller is inhaunced fince to 54 shillings, and we receive now but 4 Dollers for the same, and so for other places accordingly.

Of buying and felling of Commodicies,

As for the Revolution of Buying and Selling of Commodities by the course of Traffick, we shall insist here upon the faid Mr. Malines in that behalf, having purposely omitted in our several Accounts of Goods, Commodities and Commissions, to write any thing of it for the information of the Practitioners. Even as the whole Commerce and Traffick confifteth of our Land-Commodities, and some Fishing on the Seas, and of the Commodities of Foreign Nations: so from hence followeth an efficient cause of a kind of Revolution in the Buying and Selling of Commodities; because the Commodities of one Country growing rank and abundant, are transported into other Countries, in whose stead needful Commodities of those Regions are returned thither, which is a Neighbourly lending between Kingdoms and Countries. For, as is noted, God caused Nature to distribute her Benefits or his blessings to several Climates, of divers things found in some places that are not in other places, to make an interchangeable course of the said Commodities by way of Merchandizing.

Sundry means For ready Mo-

This Revolution of Trade may be illustrated by the consideration of the several of buying and means whereby the faid Buying and Selling are effected.

1. The first is buying with ready Mony, which is commonly the best, and with most advantage, for Commodities are fold better cheap: wherein the Knowledg of the

goodness and necessary use is requisite.

At time.

2. There is also a Buying and Selling of Commodities payable at some limited time or times of payment, or partly ready Mony, and partly at times: and the difference of price herein is commonly above ten upon the hundred more or less, as the rate of Monies at Interest is in the places of Commerce, where the said Commodities are sold and bought, and according to the plenty of Mony extant, unless the superabundance of Commodities do alter the same, especially if the Commodities be perishable by Corruption, Time and Accidents: fo that the Condition, Quality or Goodness of the Commodities is much to be respected. Which was the cause that when Commodities did abound at the first, and the wealth of man was described by Cattel, and other perishable things; all kind of Metal (as being durable) was most esteemed, and the purest Metal taken to be fittest to make Monies of.

By Eills of Exchange.

3. There is another Buying and Selling of Commodities, to be paid by Bills of Exchange, that is to fay, the Buyer giveth a Bill of Exchange, or many Bills to be paid by Exchange in another place. As for Example, one buyeth 500 pounds-worth of Commodities in London, which are accounted in price as if he had bought them for ready Mony, and doth give unto the Seller of the faid Commodities one or more Bills of Exchange for Antwerp, Amsterdam, or any other place, to be made according to the price of Exchange, which is made or ought to be made according to the Value of the Monies of one Country, and the Value of the Monies of other Countries, by weight and fineness, and that according to the distance and discrepance of the time and place, where and when the faid Monics shall be paid by the Buyers Friend, Factor or Servant; and so the faid Bill or Bills of Exchange are paid accordingly for the Commodities fo bought.

4. Another Merchant having Mony in Banks or the Bankers hands at Amsterdam, or

any other place where Banks are kept, buyeth some Commodities in the faid places, and calling up what the same doth amount unto, he goeth to the Bank, and affigueth the Seller of the faid Commodities to receive fo much Mony there, and the Bank (accepting thereof) giveth him satisfaction in the payment he makes unto others, accor-

ding to the manner of Banks.

5. Another buyeth some Commodities there, or in any other place beyond the Seas, By Letter of and for that purpose he hath a Letter of Attorney, called a Procuration or a Letter of Credit. Credit, either from his Master or any other here at London or elsewhere, who upon his Credit hath promised thereby to pay the Value of the said Goods in some place beyond the Seas, according to a price of Exchange agreed upon between the parties here (and the like is done beyond the Seas to be paid here) which is still according to the Value of Monies in both parts, answerable to weight and fineness by way of Exchange; and the like is done between London and Excesser, Plymouth, Yarmouth, and many other places, upon the very same and uniform Coin, by Letters missive between Merchants here and there.

6. The most usual Buying and Selling of Commodities beyond the Seas, in the For Bills Obcourse of Traffick, is by Bills of Debt, or Obligations, called Bills Obligatory, which ligatory. one Merchant giveth unto another for Commodities bought or fold, which is altogether used by Merchants-adventurers at Amsterdam, Middelborough, Hamborough, and other places: for when they have fold their Cloths unto other Merchants or others, payable at 4, 6, 8, or more Months, they presently transfer and set over these Bills (so received for the payment of their Cloths) unto other Merchants, and take for them other Commodities at fuch prices as they can agree with the Seller of them, be it Velvets, Silks, Sattins, Fustians, or any other Wares or Commodities, to make return of the provenue of theirs; and so selling those Foreign Commodities here in England, they presently buy more Cloths or other English Commodities, and continue a Revolution of Buying and Selling in the course of Traffick and Commerce, being so (in effect) as

may be illustrated by Example.

Suppose that A. B. the Clothier selleth to C. D. the Merchant one Pack of Cloths Example of for the sum of one hundred pounds payable at fix Months, and doth condition with him the Revolution in Traffick. to make him a Bill in the name of fuch a man as he shall nominate unto him; A. B. the Clothier buyeth of D.E. the Gentleman so much Wool as amounteth to one hundred pounds, and doth intend to deliver him the Bill of C.D. the Merchant in full payment of his Wools, and to cause the payment to be made in his (this Gentleman's) name: but D.E. the Gentleman caused him to make the Bill payable to F.G. the Mercer, and the Mercer is contented with the like Condition to accept thereof; but causeth the same to be made payable to C.D. the Merchant, of whom he buyeth his Velvets and Silks. and so in payment of them, he delivered him (by an intermissive time) his own Bill which he first should have made to the Clothier. And herein you are to note, That in the buying by Bills, it may be made payable to the Clothier or to the Bearer thereof, and so all the parties are Bearers thereof, unto whom the same is set over by tradition of it only, which by a retrograde examination will appear; and this is called a Rescounter in payment, used among Merchants beyond the Seas, and seems strange unto all men that are ignorant of this Custom, and yet do they perceive a reason for it, and cannot deny the commodiousness thereof. For if the party that hath such Bills will not ride out (as they fay) the time of payment of the Bills, he may go to another man and buy other Commodities therewith, as if it were with ready Mony, the time only considered: Nay more, if he will have ready Mony for these Bills, he may sell them to other Merchants that are monied men, (abating for the interest for the time, and commonly one Month over) according to the rate, as they can agree, and as Mony is plentiful they thall have Mony at all times to employ in Commodities, or to deliver by Exchange, or General beneto pay Debts withal, or to carry home in Specie, or for any other purpole at their pleaoverof Bills fure: which is commodious for young Merchants having small stocks, as also for all men of Debt. upon all occasions; for it is properly as Mony paid by assignation, whereby very great matters are compassed in the Trade of Merchandize, the Commodities are sooner vended in all place, the Customs and Impositions of Princes and States do increase, the Poor

and Mechanical People are fet on work, men are better affured in their payments, the counterfeiting of Bills and differences are prevented; the more Commodities there are fold, the less ready Mony is transported, and Life is infused into Traffick and Trade for the general good. And herein we see and may observe, That things which be indeed, and things which are not indeed, but taken to be indeed, may produce all one effect; and every man is enabled with his own means and Credit to augment Commerce.

Is not practi-

This laudable custom is not practifed in England, because the Common-law is directfed in a gland. In against such Course; for they say there can be no alienation from one man to another of Debts, Chefes en Adion, and such whereof no property can pass by affignment or alienation. But for all that, it might (with great facility) nevertheless be established. and would be very beneficial to the State and the Commonwealth in general.

There are other manners of Buying and Selling of Commodities by Contracts and upon Conditions and Casualties, which for brevity sake, and that we conceive them superfluous in this place, we shall omit at present, and refer the Practitioner to the

faid Law-merchant.

Of Factors and Servants, and Commissions given unto

But having at first promised to give you satisfaction concerning Commissions and Factorage, we shall hint here some things in that behalf, as of Factors and Servants, and Commissions given unto them, to the end you may govern your selves accordingly in

the managing of your Accounts and Particular affairs.

The difference between a Factor and a Servant confifteth chiefly in this, That a Factor is cleated by Merchant Letters, and taketh Salary or Provision of Factorage; but a Servant or an Apprentice is by his Master entertained, some receiving Wages yearly, and some others without Wages. A Factor is bound to answer the loss which hapneth by over-passing or exceeding his Commission; whereas a Servant is not, but may incur his Masters displeasure. For albeit that the Spanish Proverb is, Qui en passa Comission, pierde provision, That he that exceedeth his Commission shall lose his Factorage: the Case is altered long since by the Custom of Merchants, and now it is, Subolca la paga, his Purse doth pay for it. Factors therefore must be very careful to follow the Commissions given them very orderly and punctually; and because Merchants are not able to prescribe every thing so exactly unto their Factors as is convenient, it behoveth them to make good Choice of the Persons which they do imploy, for their welfare dependent upon Traffick: otherwise the Factor groweth rich, and the Merchant poor, because his gain of Factorage is certain, howloever the success of Merchants imployment doth prove. But having a good Factor, which word Good implieth all and more than an honest Factor, who may be honest, and nevertheless simple in his proceedings, and others also may be wise and not honest; this Good Factor therefore may be trusted, and all Commissions given unto him may be ample, with addition of these words, Dispose, Do and Deal therein as if it were your own. And this being so found, the Factor is to be excused although it should turn to loss, because it is presumed he did it for the best, according to his discretion, which is and ought to be the truest Director, making a conscience to see their Masters lose, if they can prevent it; but being limited to the contrary, they can but grieve when their counsel and advise doth not take place, either in the felling of Commodities in time, forefeeing a greater lofs, or buying some Commodities dear over-hastily, also in keeping a Commodity without purloining the same 5 sometimes upon a passionate humor, as a Merchant of Amsterdam did of late years to his Factor in London, for being a loser by some Spanish Wines, by writing in these words, My will is, that upon the receipt of this my Letter, you go to the next Ironmonger and buy a Hammer, and run into the Celler, and strike out the Heads of all the Butts of Wine, and let it run into the Celler; for feeing the Devil hath caten the Horse, let him have the Bridle too. The Factor did herein use his discretion, and kept the Wines, which he afterwards fold to benefit; for he remembred that Lofers have leave to speak.

Alteration of the case with Factors.

Ample Com-millions with an addition.

A paffionate Committion.

> Factors do deal most commonly for divers men, and every man beareth the hazard But if a Servant do deal for others by his Masters direction, and they break, the Servant can be no loser, for he is taken to have no other Credit but his Mafters: which is the cause that Intimations, Citations, Attachments, and other lawful courses are executed against Servants, and take no place against Factors, un-

Difference by Law between a Vactor and a Servant.

less they have procurations. Now let us set down such Observations as Factors ought to know.

Observations concerning Factors.

TF a Factor do fell at one time unto one man several parcels of Commodities or Goods belonging to divers mens Accounts, to be made jointly in one or more payments, without any distinction made by the Buyer for what parcels he payeth any sum in part of payment of the said Debt, weekly or monthly, as Shop-keepers do, then is Commodities the Factor to make a proportionable distribution of the Monies so received upon evefold. ry mans Account, according to the Sum that every mans parcel fold did amount unto, until all be paid: and if any Loss doth happen, or that all be not paid, the faid Loss to be distributed upon every mans Account accordingly.

If a Factor doth fell afterwards more Goods to the faid man, or any other who is already indebted for other Commodities formerly bought as aforefaid, be it for his own Account, or for other mens Accounts, and in the interim receive some more Monies in part of payment, and account between them; then is the said Factor to distribute the. faid Monies as before, until the faid old and precedent Debt be first paid, unless there were cause of controversic for them, or that the payment were indorsed upon the Bill made for the latter Goods fold unto that man: for that Bill may be transferred or fet over unto another man, and so is he not the receiver of that Mony, but the other man.

If a Factor fell Goods to another man payable at time for his own Account, and receiveth the Mony for the same at the time of payment, and in the mean time letterh other mens Monies remain in that mans hands unpayed, for Goods by him formerly fold, this Factor is to be answerable for that Mony unto those other men, although he should never recover one peny of it. For he cannot without fraud bear with the non-payment of other mens Monies after they be due, and procure the payment of his own

Mony, to another mans loss and prejudice.

In like case, If a Factor do sell unto a man certain Goods of another mans Account, either by it felf or among other parcels, and this Factor giveth not advice unto the Owner or Propietary of the sale of the said Goods, but afterwards (having had more dealings with that man, in felling of Goods and receiving of Monies) this man becometh infolvent; the Factor is to make good that Debt for the faid Goods fo fold. because he gave no advice to the Owner of the sale of the said Goods at convenient time, even as if he had fold those Goods unto a man contrary to the Commission given unto him; for the Salary of Factorage bindeth him thereunto.

If a Factor by Order or Commission of a Merchant do buy any Commodities above the price limited unto him by the faid Merchant, or that they be not of that fort, goodness or kind as he willed to buy; this Factor is to keep the same for his Account proper, and the Merchant may disclaim the buying of them. The like he may do if the Factor having bought a Commodity according to his Commission, do Ship the same

for another place than he hath Commission to do.

If a Factor do fell a Commodity under the price limited unto him, he is to make good the loss or difference of the price, unless he can give a sufficient reason for his so doing: wherein he is to consider the disposition of the Merchant for whom he

deals, as is before noted.

If a Factor buy Commodities according to his Commission, and afterward the price of them rifeth, and thereupon fraudulently he ladeth them for another place, contrary to his Commission, to take the benefit thereof, in this case the Merchant shall recover damages of the faid Factor by the custom of Merchants, upon proof made thereof.

If a Factor by the advice of a Merchant do buy a Commodity for that Merchants account, with the faid Merchants Mony or by his Credit, and the Factor giveth no advice of it to the faid Merchant, but doth fell the same Goods again for his own benefit and gain; the Merchant shall recover this benefit of the said Factor by the Office of Prior and Confuls, according to the cultom of Merchants, and he shall be moreover amerced for his fraud:

If a Factor do fell another mans Commodity to a man diferedited, who cannot usually, (as before) buy Commodities at the ordinary price, as other men, and it falleth out that this man breaketh, the Factor shall pay for the said Goods, as it shall be thought they were worth; unless he can prove that he was ignorant of the parties weak Estate and Credit, or that he fold him Goods of his own account also, which argueth plaindealing; or that he had Commission of the other man to deal for him, as if it were for his own proper Goods, as hath been declared. And yet in this case he cannot Barter any of the faid Commodities for other Commodities, but he must have express Commission and Order for it from the Merchant; neither can he transfer or set over any Dills of Debts. Bills Obligatory in nature before declared. For albeit this manner of Commissions given to Factors is very large, yet it containeth certain restrictions and limitations in every Merchants understanding.

Cufloms.

If a Factor shall by a false entry in the Custom-house, either unawares or of purpose, conceal part of the Custom, without consent or privity of the Merchant, whereby the Goods become forfeited to the State; the faid Factor shall bear the loss of them, and answer the Value thereof unto the Merchant, as they did cost, if it befor Goods to be

Transported; or as they might have been sold, if it be for Goods to be Imported. If a Factor or Merchant do colour the Goods of Merchant strangers, in paying but English Customs (although he did bear the adventure of the Seas for the said Goods) he runneth into a Penure, and forfeiteth all his Goods unto the State, and his Body to

perpetual Imprisonment. If a Factor by a Letter of Advice, or by an invoice of Commodities which the Merchant sendeth, doth make a short entry into the Custom house, the Goods not entred

shall be lost, but the Factor cannot be charged with the same.

Prohibited

If a Factor make return unto a Merchant for the provenue of his Commodities fold, Commodities in prohibited Goods which may not be transported, and have no Commission from the Merchant to do the same, he shall bear the loss of those Goods, if they be seized upon for the State, or taken as forfeited. But if it be upon Commodities to be Imported, the Factor is in no fault; howbeit he ought to give advice to the Merchant, what Commodities are forbidden to be Imported or Exported, according to the pleafure of the State which are absolute Governors in their Havens, Harbors, Ports or Creeks.

Monies.

If a Factor commit any unlawful act by the direction of the Merchant, be it for the Transportation of Gold or Silver into the parts beyond the Seas, or otherwise, and if it happen thereupon that the same be taken, the Merchant beareth the loss: and yet the Factor is subject to pay treble damages by the Law, if it be followed within the year ; or may be fined for the same although it be many years after.

If a Factor do pay Mony for a Merchant (without Commission) to another man, it is at his peril to answer for it: and if he deliver another mans Mony at Interest, and take more than the toleration of the Statute (which is ten in the hundred by the year) whereby the faid Statute against Usury taketh hold of him, and the Mony is lost; the faid Factor is to be charged therewith, and to make good the Mony unto the Merchant.

Loft goods.

If a Factor having received other mens Goods or Monies into his Custody be robbed of the faid Goods and Monies, he is to bear the loss, and to make good the same unto the Merchant; but not in case where the unmerciful Elements of Fire and Water shall destroy the said Goods or Monies, or where a Town is Sacked or Pillaged: which is always to be born by the Owner or Proprietary of the same.

Commodities.

If a Factor buy a Commodity which afterwards becometh damnified by some accident or casualty, whereby the Merchant (for whose account he bought the same) becometh a loser; that Factor is not to be charged with any part of the loss. But if the Commodities were damnified before, then he is to bear some part of the loss, although it hapned to be known afterwards. A Factor bought for a Merchant of Amsterdam one hundred Tuns of Allom, which came from Civita Vecchia, laden with some Candia Oil, whereof some part was spill dupon the same Allom; afterwards the same being mingled together, was fold and transported to Amsterdam, and there fold to the Dyers of Harlen, Amsterdam and Rotterdam, who using the same, found their Cloth stained in divers places; for where the Oil touched, there the colour could not take, so that they became

became great losers, as appeared by divers Testimonies. The Factor did thereupon demand reparation of Damages of him who had fold him the Allomand the Merchant did the like of the Factor, for there was above 3001. lost: whereupon the matter was much debated amongst Merchants both here and beyond the Seas, and they did deliver their Parecer or Opinions in writing; and it being found that the Factor had knowledg The Parecer that some Oil was spilled upon the Allom, and he nevertheless bought the same, he was of Merchants. adjudged by the Sentence of Merchants to pay the one half of the faid loss, and the other part was born between the Dyers and the faid Merchant of Amsterdam; and he that fold the Allom was cleared and fully paid. So that in these cases the circumstances and accidents are to be considered.

If a Factor do receive Mony for other mens Accounts, which afterwards are decried; Loss by Mony. or some loss doth happen by Exchanging the same, be it upon Copper Monies, or Light Gold taken for Merchandizes fold; every man is to bear that loss proportionably according to his Sum, and the Factor is to sustain no Damage thereby, unless it were for

false Coin by him received, which he is bound to know.

If a Factor be required by a Merchant's Letter of Credit to give Credit unto others, Letter of Crehe must look very precisely to observe the same accordingly: which Letter of Credit is either ample, or restrained to certain Conditions and Limitations of time, place, perfons, sums and many other circumstances. If it be ample, then is it dangerous for the giver of the said Letter of Credit, and may also procure a loss to fall upon the Factor; wherein consideration must be had both ways. Suppose A.B. of London writeth his Letter to C. D. of Antwerp in these words; If E. F. of Amsterdam, or any other of my Friends there, draw by Exchange upon you any sums of Mony, it may please you to follow his and my Friends order: I will be your warrant for all, and have a care that all shall be accomplished orderly. C.D. of Antwerp the Factor in this case doth accept from time to Exchange and time many Bills of Exchanges, and payeth them accordingly, and taketh up the Mony (by the direction of E. F. of Amsterdam) for Spain and other places, and so continueth the same for a long time, by way of Rechange from one place to another, upon the said Credit of A.B. of London. At last this Factor C.D. becometh suspicious, because of this long continuance of Mony by Exchange and Rechange, and writeth unto the faid A. B. of London, to know whether he is contented to continue his former Credit by him given to E.F. of Amsterdam? A.B. continueth the same, but with a limitation to Limitation of a certain sum, not knowing what sum of Mony the said C. D. was ingaged for the said Credit. E.F. of Amsterdam, for C.D. gave him no notice of it at that time: hereupon it falleth out that E.F. of Amsterdam becometh infolvent, and being much indebted to C.D. the Factor at Antwerp, this Factor requireth his satisfaction at the hands of A. B. of London, according to the former Letter of Credit. A.B. doth answer, That he had restrained and limited the said Credit to a certain sum, which indeed did cut off all former matters, seeing C.D. gave him no notice of the Monies owing before, and A.B. was only to answer for the Mony which was taken up by the second Letter of Credit, according to the sum limited; otherwise A.B. had been cleared of all. But if C.D. did continue these Monies by Exchange and Rechange upon the Credit of A. B. and the Factor (with him he had correspondence) doth become absolvent, and thereby C.D. the Factor is damnified, and payeth the Monies running by Exchange, or is bound. The country of the Factor is damnified, and payeth the Monies running by Exchange, or is bound. to pay the same; this Factor is to be saved harmless by A. B. because he took up or cause always to be regardcaused to be taken up the said Monies originally; so that his Credit was the efficient ed. cause of it, and the Factor is to be regarded herein in all reason.

If a Factor do accept Bills of Exchange of a Merchant, with order to Rechange the same again upon him, or to take it up by Exchange for another place where he the said Factor shall find it to be for the most benefit of the Merchant; if this Factor take up the same according to his best skill and knowledg, although it be found contrary to the Merchants intention, the Factor is not to be charged, and the Merchant is to fave him harmless for the Principal, with Exchange, Rechange, and all charges of Facto-

If a Factor do make over Mony for another mans Account by Exchange unto another man or Merchant, before he hath notice that this Merchant is broken, and the Bills

of Exchange are not due; this Factor hath Authority to countermand the payment of this Mony, although the Party to whom this Bill of Exchange is directed had accepted the same. And if the said Party should pay the same before it was due, he is to repay the same again to the said Factor, as having paid it to his own wrong, contrary to the custom of Merchants in Exchange.

Praighting of Ships.

Bills of La-

ding.

Lading.

If a Factor do freight a Ship for some Voyage to be made, going and coming, for a Merchants Account, and by his Commission and Order, whereof a Charter-party of freightment is made by Indenture between him and the Master of the Ship; this Factor is liable for the performance thereof, and to pay the freight of all things accordingly. But if the Ship be only freighted outwards, and the Factor ladeth the same with some goods, then these goods are liable for the freight, and the Master can demand nothing of the Factor by the Charter-party, but must look to be paid by the Party that receiveth the goods, according to the Bill of Lading, whereby it is conditioned that the freight shall be paid upon the receit of the said goods. And so is it also if a Ship be freighted to go to divers places, as it were bound from one place to another, and to be free in the last place of his discharge: For the Master must still have an eye to be secured by goods, unless there were an express condition made in the Charter-party to the contrary, or that the Ship were freighted by the great for a certain fum of Mony to be paid by an agreement.

If a Factor do freight a Ship for another man, or for his own Account, and when it comes to the place appointed to unlade, there are no goods to relade the same, or there Protest for not wanteth Mony for the Lading thereof; if the Merchant do not stay out all his days of demourer agreed upon by the Charter party of freightment, and make a protest against the Party that he was configned unto to give him his Lading within that time, but cometh away before that time be expired, and although he maketh a protest for that he is not Laden; yet the Factor is to pay him no freight at all, unless for the freight outwards it were conditioned by the Charter-party. But if the Master do stay out his time, then the Factor is to answer the freight, although the Master had Laden his Ship with Sale for his own Account: for if the faid Ship had been Laden only with Salt by the Merchant, which it may be would not pay half the freight, yet the Factor or Merchant may Goods to be a. at their pleasure abandon the same to the Master for his freight, and the Master can debandoned for mand no more of the Factor by the Charter-party. But if the Master doth take in Salt, and Lades his Ship by his own means before the days of demourer are expired, and that

the freight.

to have the benefit of the Salt in defalcation of the faid freight. If a Factor do freight a Ship for a Merchant, and afterwards the faid Ship is taken to ferve the State for some few days, within the time agreed upon for the Lading, and hereupon the Merchant disclaimeth the freighting of the said Ship, albeit the Factor did proceed to Lade the same; in this case the Factor shall not bear any loss, but what Damage shall de adjudged to the Master, the Merchant is to save the Factor harmless of it.

by some condition made with the Factor, he may claim freight; then the Factor is

If a Factor do hire a Ship by the Month for another Merchant, or for his own Account, and Ladeth the same being ready to depart; afterwards the State makes a general Embargo or restraint upon all Ships for a time; the Master cannot demand any freight of the Factor for and during the faid time of arrest: and if the Ship be Unladen again, and imployed in the States service, the Factor is free of all agreements or

covenants with the Master.

Mony given If a Factor do receive a fum of Mony of the Owner Care In the faid Mony at the re-for freighting he freighteth the faid Ship for a Voyage, promifing to repay the faid Mony at the re-Account, this Merchant is to have the benefit of this Mony during the time; and if the Factor conceal the same, he is to repair the Damage thereof, which is to be considered both for the Interest, and adventure of the Seas, sor the said owners bear the fame: and it is supposed that the Merchant would have assured so much the less, or (by employing that Mony towards the Lading of the Ship) he should disburse so much Mony less to make the said Voyage: and it may be thought, that in regard of that Mony the freight is made the greater, whereof the faid owners of the Ship have had a Confideration by disburfing the same.

If a Factor be required to make Assurance for a Merchant upon a Ship or Goods Assurances. Laden for a certain Voyage, and have Monies in his hands to pay for the Premio or the price of Assurance, (as hereaster shall be specified) and this Factor doth neglect the same, and giveth no notice of it to the Merchant, who might have made Assurance in another place, and the said Ship or Goods do perish at the Seas; this Factor is to anfwer the Damage, unless he can give some sufficient reason for the non-performance of the faid Order of Commission.

If a Factor having made Assurance upon Goods Laden, which afterward are taken composition by the Enemy, maketh any composition with the Assurers for the same, without Order made without or Commission for it, he is to answer the whole Assurance to the Merchant. A Merchant caused a Ship to be freighted and Laden with Commodities for Constant mople by a Fa-Aor of London, himself dwelling at Antwerp, and being a Subject to the King of Spain in the late Wars, caused 2000 l. to be affured at London upon the said Goods: the Ship and Goods were taken by the Gallies of Sicily and brought to Palermo, where it was proved that the Goods did appertain to the King of Spain his Subjects, but that there was 2000 l. assured at London by English Merchants, their Enemies in those days; pretending thereupon to take the faid Goods for forfeited, or so much of them as should amount to the fum so assured. Hereupon the Assurers having intimation from the Factor of it, defired to make some composition, to avoid that danger, whereby the Goods also might be sooner cleared, and the possession obtained for the Owner and Proprietary thereof, which was the Merchant of Antwerp, wherein Expedition was required. The Factor in regard of the faid Expedition, did not stay to receive an answer from the Merchant what he should do, but maketh a composition with the Assurers for 601. for the 1001, to be paid instantly. The Goods were afterwards all recovered, whereof fo much as had been assured was formerly relinquished unto the Assurers. So that the Factor did bear the adventure to lose 2000 l. for some 1200 l. which he had received, if the Goods had not been recovered: and therefore the faid Factor took to himself the benefit of this composition, by the advice of the experienced Merchants.

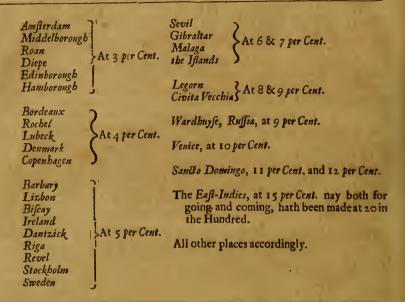
"If a Factor by error of Account do wrong unto a Merchant, he is to amend and Accounts. make good the same, not only for the Principal, but also with the Interest for the time. So on the contrary, if a Factor to his own wrong have forgotten to charge the Merchants Account with some parcel paid out for him, or made over by Exchange; the Merchant is to answer for it. with Interest for the time. In these preceding observarions are comprised all other Cases of differences which may happen between Factors

Concerning the danger and adventure of Letters of Mart, or Contre-mart, five jus Letters of Reprisaliarum, or Letters of Marque, every one knoweth that men having these Com-Mart. missions or Letters from their Superiors are very vigilant in all places to surprise Merchants Ships and Goods; for in this, one extremity doth enforce another extremity. When a man is oppressed with Robbery, Spoils and Violence on the Seas, by men (falfly professing friends) in such fort, that no Petition, Intercession or Travel, can procure a man right; but that the Subject of one State hath open denial of Justice, or Restitution of Goods cannot be had at the hands of a Subject of another State, nor, of the Superiors themselves, who should suppress injuries and wrongs: then (because fuch unjust dealings do import just cause of Hostility and Warfare) may these Letters of Mart be procured, to the end men may have Restitution or Recompence of their loffes, especially, because their Proceedings seem to denounce a War without any Proclamation; shewing unto other Nations the like distastful favours as they shew unto us, which are allowed to be done by Customs, Reasons, and also by Statute-Law in Scotland, and afterwards in England: the Assurers therefore cannot be favoured herein.

But as for the Price of Assurance or Premio (as the Spaniards call it) it is differing Premio in all places, according to the situation of the place, and the times either of War or Peace, or danger of Pirats, men of War, or Rocks and inaccessible places, seasons of the year and such like: and the said Rremio or Assurance was never less than from

London to

and Merchants.



Of the Denomination, Division and Valuation of Monies of divers Countries, as well Imaginary as Real and Substantial, whereupon Exchanges are made by Bills.

In England.

Oncerning ordinary Golden Coins, they are the unite pieces of 22 s. the half of 11 s. and the Crowns or quarters of 5 s. 6 d. and the \(\frac{1}{3}\) 2 s. 9 d. and the 5 pieces coined at 4 s. making 22 s. with the Rose and Thistle, the Laureat King James, of 22 Carrats fine of 20 s. and the half pieces with allowance. A Noble is 6 s. 8. d. or the third part of a pound sterling. Of Silver Coins, there is the Crown of 5 s. and the half Crown of 2 s. 6 d. the Shilling of 12 d. the 6 pence, the 4 pence or groat, the 3 pence, 2 pence, three half-pence, the peny and half-peny of sterling Silver, and the farthing of Brase, Lead and Pewter.

All Exchanges are made upon the Pound sterling of 20s. containing in weight 4 ounces, and 12 d. to the shilling, for Germany, the Low Countries, and other places of Trassick: And for France upon the French Crown: For Italy, Spain and other places, upon the Ducat; or for the Dollar and Florin in some places, according to the

cultom of the place.

In Scotland.

Is the Cross-dagger piece of 11 s. and the half of it, and their Rider of 10 s. 6d. and for their Silver Coin, the Mark piece valued at 13 ½ d. in England, and the half of the same, as also six small pieces of above 2 d. for the said Mark.

Exchanges at Edinborough are made upon the Matk piece of Silver, which is valued in England at 13½ d. being otherwife 13¾ d. or 133.4 d. Scotch: So one Mark and a half Scotch is 20 s. Scotch, and 20 pence sterling is one pound Scotch, which is 12 to one. The 18 pieces of 20 s. are by the said valuation 20 s. 3 d. and the taker up of the Mony at London payeth for 12 d. the said Mark of 13¾ d. or 2 or 3 Months time in Scotland, as they can agree.

England.

Scotland.

In Ireland.

The 15s. Sterling make 20s. Irish, and the Silver Harp of 9d. Sterling is there cuir- Ireland. rant for 12 d. and the moiety thereof accordingly, and the abovefaid Gold Coins are currant as in England, or in sterling reduced into their Irifh Monies, one third part more: So that the 20s. piece Laureat King James, is there 4 Nobles, and all other divisions of it accordingly. So the English shilling is 16 d. Irish, and the parts of it accordingly. Whereupon Exchanges are made, with allowance of 6 d. or 8 d. upon every pound of 20 s. sterling payable at London.

In the Netherlands.

As in Flanders, Brabant, Holland and most part of the Low-Countries, they keep the Methertheir Accounts by 20 s. Flemish, every shil. 12 Deniers or pence, which they reckon lands. also by Guilders and pound Tournois of 20 Stivers or 40 Groats Flemish, whereof 6 called Guilderne or Florins make the pound Flemish of 20s. or 10 of those Guilders make a pound sterling currant Mony; 12 pence sterling make 10 Savers of 20 Groats Flemish, or 33 s. 4 Stivers Flemish is the Par of 20 s. Sterling.

In Germany.

They make all their Monies by the Account of Batlen, every Batlen of two Albus Germany. or four Creutzers, every Creutzer of 4 pence, Coining pieces of 2, 3, 6, and 12 Creutzers, and every peny is 2 Hellers. Besides those Coins they have Bohemici, Grosses, Lion-pieces, Sunbourgh, Blaphart, Shillings, Teston, Kopstuck, demi-teston, or half a Kopstuck. And then there is Rix doller, Golden doller, and Florin or Rixguilder: The ordinary Golden Coins are Gold-guilders, Ducats and Rose-nobles, &c.

a Ducat is 2 Rix-dollers, which is about 9 shillings sterling. a Gold Guilder is 2 Rix-guilders—or 6 shillings sterling. a Rix-doller is 1 Guilder and a half—or 4 shil. 6d. sterling. a Golden Doller is 4 Teltons or 4 shillings sterling. a Guilder or Florin is 15 Batfen—or 3 shillings sterling.
a Mark Lups is 2 Marks Snuds—or 1 shil. 6 d. sterling.
a Mark Snudens is 8 shillings Lups—or 9 pence sterling. a Shilling Lups is 3 white peny, of 12 d. or 16d. sterling. a Kopstuck or Teston is 5 Bassen—or 1 shilling sterling, a Bassen is——4 Creutzers—or 2 \(\frac{1}{2}\) peny sterling. a Shilling a Blaphart is 3 Creutzers the piece or 1 5 peny sterling.

a Creutzer is 2 Lion pieces 4 d. or 3 parts of a peny sterling. 90 Creutzers is a Rix-doller.

60 Creutzers is a Florin.

a Peny is two Hellersor 3 parts of a Farthing.

This Reduction of sterling Mony is according to the currant Valuation, and not according to the Par of every Coin in Specie.

At Aughurg the Exchange is made upon the Rix-doller of 90 Creutzers, at 2 weeks

or 14 days light after the Bill presented.

At Franckford they reckon upon the Guilder of 60 Creutzers, and their Exchange is made upon the Doller of 90 Creutzers, payable in the two yearly Fairs or Marts, the one the week before Easter, and the other in the beginning of September, to continue all the Month.

At Norimberg the Exchange is made upon the faid Rix-doller of 90 Creutzers, and many times upon the Florin of 60 Creutzers, which they also divide into 20 shillings, and every shilling twelve pence, or three Creutzers, to keep their Accounts by.

At Vienna they reckon by Guilders or Florins of 8 s. at 30d. to the shilling, and 2

Hellers to the peny, and Exchange is made thereupon.

Liefland.

Sweden.

Denmark:

Russia.

Italy.

At Breslaw and Lipzick they reckon by Marks of 32 Grosses, of 12 Hellers to the Gross, and they Exchange by 30 Florins Breslo's, to have at Vienna 34 Florins, or at Norimberg 32 Florins.

At Ulm they reckon by pounds of 20 s. at 12 Hellers to the shilling, and their Ex-

change is made upon the Doller of 90 Creutzers.

At Colen by Dollers of 90 Creutzers for Accounts and Exchanges.

At Embden they reckon by Guilders, and Exchange upon the Rix doller; but from London hither and thicker upon the pound sterling of 20 s.

At Hamborough they account by Marks of 16 s. Lubish, of 12 d. to the shilling. Exchanges for London upon 20 s. sterling, and for other places upon the Rix-doller. In Pomerania they reckon by Marks of 16 s. Snudens, and the Exchange is upon the

Rix-doller of 32 shillings of 2 Snudens.

In Dantzick they keep their account in Polific Guilders of 30 Groffes every Guilder, at 18 d. to a Grofs. They buy with the great Mark of 60 Groffes, or with the little Mark of 15 Groffes, also by scoc of 3 great Marks; and they Exchange upon the Florin Polific, or upon the pound Flemish, payable at 14 days or a month.

At Riga they buy by Dollers or Florins Polish of 18 farthings, whereof the 11 make

10 Dollers: but their Exchange is made upon the Rix-doller.

In Bohemia.

Exchanges are made upon the Doller and twenty four Bohemicos.

In Hungary.

They reckon by Guilders of 10 s. at 30 d. and by Florins of 20 s. and 12 d. to the shilling, and Exchanges are made upon their Ducats of 3 Florins.

In Sweden.

They reckon by Marks, whereof 8 make a Doller or 3 shillings English, and 2 Marks make a Clipping of 9 d. sterling.

In Denmark.

They reckon upon Marks of 16 s. Exchange upon the Doller.

In Poland.

Their Accounts are made by Marks, and the Exchange upon the Doller, and also upon the Florin of 2 Marks.

In Russia.

They have small Coin called Dengen, whereof 320 pieces weigh but a Mark of 8 ounces. They Exchange upon the Doller of Germany; but for London upon their Keble, which is double Ducat, accounted to be a Mark sterling, or 13 s. 4d.

In Italy.

At Rome they keep their accounts by Ducats di Camera of 20s. at 12 d. Their Exchange is also made upon the said Ducat di Camera, which for Lyon are made payable by Marks d'or, or of Gold so called, but are imaginary.

by Marks d'or, or of Gold so called, but are imaginary.

At Milan they keep their Accounts by Ducat Imperial, divided by 20 s. at 12 d. and Exchanges are also made upon the said Ducat, accounting 80 s. to the Ducat Imperial.

But all their buyings are made by a Ducat currant of 120 shillings.

At Venice they account by pound Flemish of 10 Ducats, of 24 Gross, dividing it into 20s, at 12 d. also by the Ducat of 124 s. called Ducato di Banco or currant, and thereupon Exchanges are made.

At Florence they account by Crowns of 20s. at 12d. the shilling, or by a Ducat

called Largo or Scripto in Banco for Exchange, Florin is 24 Quatrinii.

At Genua all Accounts and Exchanges are made by Crowns of 60 s. divided by 20 s.

and 12 pence the s

At Verona and Luca Exchange is made upon the Ducat of 93 s. and they make their account by 20 s. and 12 d. to the shilling.

At Naples, as also in Calabria and Puglia, they account by Ducats, Taries and Grains: the Ducat is 10 Carlini, a Tari is 2 Carlini or 2 Royals, and Exchanges are made hereupon for the most places of Italy; but for Lyon they exchange by number, as 215 Ducats for 100 Crowns.

At Ancona Exchange is made on the Ducat of 21 Groffes, which is in specie 23 Grof-

ses, and is also 14 Carlini of 6 Bollidini for a Carline.

At Bologna they Account by Piastra or Pound of 20 Bologness: they Exchange upon the Ducat of 4 Piastri.

At Palermo in Sicily the Ducat is 13 Tari of two Carlini the Tari.

The 5 Royals of Spain are 6 Tari: they Account by ounces of 30 Tari, to 20 grains every Tari, and every grain of 6 Piccolie: and the Exchanges are made upon Florins of 6 Tari.

In France.

At Lyon, Paris and Roan, &c. all their Accounts are kept in French Crowns of 60 France. Soulx, or 3 pound Tournois, and their Exchanges are made thereupon, unless it be for some places in Italy, where they exchange for Number, to have so many Ducats for so many Crowns of the sum, but not in specie, which is altogether imaginary; yet respecting Value or Par the said Crown of 60 Soulx or 31. Tournois is sterling 6s.

In Spain.

At Sevill. Madrid, Castile, and other places, their Accounts are kept by Malvedies, Spain. whereof 375 are effected to make a Ducat of Exchange of 11 Royals, every Royal is 34 Malvedies, and so maketh but 374. Others keep their Account by the said Royal, and their Exchange is made upon this imaginary Ducat of 375 Malvedies, (or 5 s. 10 d. sterling) to be paid in Bank with 5 upon the 1000, which is the Salary of the Banker, or without the Bank to be paid without the same.

In Arragon, Barcelona, Valentia, Saragosa and Catalonia, the Royal of Plate is 23

Dinero's, and the Ducat is 12 Royals, whereupon they make their Exchanges: and their Accounts are by 20 s. at 12 d. the Shilling, for every Ducat of 12 Royals or 6 s.

6 d. sterling as aforesaid: the Royal accounted at 6 \frac{1}{2} d.

In Portugal.

At Lizbon they keep their Accounts by Mill Reas, whereof 400 Reas make a Du-Portugal, cat, alias Crusado. Mill Reas is 22 Royals of 10 Testons, every Teston is 100 Reas. There is also Testons of 4 Vintains, the Royal is 2 Vintains, and the Exchange is made upon the Ducat of 400 Reas, or 5 s. sterling.

In Turky.

At Aleppo, Tripoli and Conftantinople, by Sultanees of 120 Aspers, or Dollers of 80 Tarky. Aspers: every Asper is 10 Macharines.

In Egypt.

At Alexandria they Account by Ducats. There is a Ducat de Pargo making 3 Du-Espitacats of Venice, also Italian Ducats of 35 Maids, and the Venice Ducat is better and maketh 40 Maids.

In Barbary.

The Accounts are kept and Commodities are fold by a Ducat of 10 ounces to the Barbary-Ducat, and 8 eighths to the ounce, valued at 12 d. sterling.

A Table of the Names, Weight and Valuation of Gold Coins.

A Table of the Names, Weight and Valuation of the most usual Gold Coins in Christendom. nce.grains. fail. pence. pence grain thit. pence. Great Sovereign-reigheth 10 valued at 33 s. Sover. K. H .- . 4. --- 11. -Double Sover. K. H. ____ 8. 1. 22. -Edward Sover-3. 15 d. 11. 7. 7. 22. Double Sover. Q. E. -3. 15 d 11. Elizabeth Sover --Elizabeth Croron-Royal-4. 23. 16.6. 1. 9. 5. 6. 16 d. 2. Half Royal -2. Id. 8.3. Half Croron --Old Noble --4. 6. 14. 8. Unite -6. 12. 22. 2. 3. 7. 4. 3. 8. 11.— Half Noble -Double Crown -. 3. 6. 11. Angel -Britain Crown-I. I. 5. 6. 5. 6. 1. 7. 4. 4. ob. q. 9 d. 2. 9. 3. 6 d. 11. Half Angel -1. 16. Thiltle Crown-2. 5. 6, 11, ob. Half Crown-Two parts of Salute- ---Cross Dagger I. II. George Noble ----1. 15. 5. 6. Half Cross Dagger 3. ---9. 9. ob. Half George Noble -Rose Royal - -I. I 2. 4.11.q. Spur Royal --First Crown. K. H .--4. 10d. 16. Base Crown. K. H .-2.23 d. 11 .-- 2. - 5. 6. - 3. 14. 11. 8. ob. q. The Angel -Half Angel --- 1. 11 d. 5. 6. Sover. K. H. belt-

The Ancient Mames, Weight and Value of Foreign Gold Coins.

weightehld. grai. [fhill. d.] weightehld. grai. [fhill.

Unicorn of Seot	2. I	0.	6.		
Scotish Crown					
French Noble-					
All forts of Fren. Crow.					
Flanders Riders					
Gnilders Riders-					_
Philips Royal					
Philips Crown -					
Collen Gilden					
New And. Gilden-					
Flanders Noble-	4. 1	0.	12.	-	
Half Fland. Noble -	2.	6.	5		
Flanders Angel best	3.	6.	9.	_	
Flanders Royallorke	3. I	0	10.		
Carolus Gilden	1.1	2.	3.	6.	
Flanders Royall-	2.	6.	5.		
Saron Gilden-					
Flanders Crown-					
Philips Gilden					
Half Philips Gilden-				I.	
			_		

For an ounce of French Crowns Deing 22 Karacts fine.——11. 3. 6 s. For every ounce of Spanish Pistolets 21 Karacts 3½ grains fine.——1i. 3. 6 s. For Ducats of Spain 21 Karacts, 1 grain fine at least the ounce——1i. 3. 8.8 d. For Milreas Crusado long Cross, Crusado short Cross the ounce—1i. 3. 6. 2 d.

For Milreas Cruiado long Crois, Cruiado inort Crois the ounce—ii. 3. 6. 2 d. For Hungary Ducats being 23 Kar. 1 grain fine at least the ounce...li. 3. 9. 2 d. For the Checken of Venice, 23 Kar. 1 grain fine at least per ounce.. li. 3. 10.s.

For Burbary Gold being 23 Kar. & digrain fine at least the ounce-li. 3. 9 s. For Sultains being 23 Karacts, 1 grain fine at least the ounce-li. 3. 8.8 d. For all other Gold being 22 Karacts fine the ounce-li. 3. 6 s.

And being finer, a greater price according to that rate, and being courser a less, so that the bringer in supply the less fine with the more fine, in such sort that in the total it maketh good the same rate of 22 Karacs fine.

The price of Silver, which the bringers in of Foreign Silver shall receive at the Mint.

And for other Silver of more finences, a better price according to that rate, and for courser a less: so that the bringer in supply the less fine with the more fine, in such fort that in the total it makes good the said rate of 11 ounces 2 d. weight fine, according to the Standard of England.

Thus

The price of Gold.

Thus much of Mony. Now for the Distinction and Calculation of Weights. After a Statute made Anno 11 H. 7: there ought to be but one fort of Weight: as 24 Barley-corns dry and taken out of the midst of the Ear do make a peny weight, 20 penny. of those peny weights make an ounce, and 12 ounces a pound of Troy weight, by pound Troy. which is weighed Bread, Gold, Silver, Pearls, Silk and such like: But commonly there is used another weight called Haberdupoise; in which 16 ounces make a pound, pound Haber-And besides these two sorts of weights there is a third, which is called a hundred, half hundred or a hundred, a quarter, and a half quarter, &c: the hundred being 112 pound Haber-centos. dupoise weight: so that one pound of this makes 17 ounces and ½ parts of an ounce.

Of Weight.

A Rove is 25 pound Haberdupoise.

A Tod of Wooll is 28 pound Haberdupoise weight.

a Rove. Tod. a Stone. a Clove.

A Stone is half a Tod: 26 Stone is limited by the Statute to be a Sack of Wooll. A Clove containeth 8 pounds, 32 of which Cloves make a Wey, or 256 pounds, a wey-that is 12 score and 16 pounds of Suffolk Cheese, and a Barrel of Suffolk Butter; but the Wey and Barrel of Effex Cheefe and Butter containeth fixfcore and fixteen pounds Haberdupoise weight.

a Tun. a Fodder.

A Tun of Allom containeth 20 hundred weight.

A Fodder of Lead containeth 19 2 Centos or hundred weight.

The least Weights which the Apothecaries use in their Physical Composition and mixture of Medicine is a Grain.

20 whereof make a Scruple, thus Charactered 3. 3 Scruples make a Drachm, thus Charactered 3. 8 Drachms make an Ounce, thus Charactered 3. 16 Ounces make a Pound, thus Charactered th.

a Grain. a Scruple. a Drachm. an Ounce. a Pound.

Now of weights are made other Measures both for Grain and Liquor: For a pound of Liquid Measures in Troy Weight maketh a pint in Measure, so that 8 pound or 8 pints do make a Gal- a Pint. lon; half a Gallon is named a Pottle, and half a Pottle is called a Quart, which con- a Gallon. taineth two Pints. Besides and above a Gallon is the next Measure a Firkin; then the a Pottle. Tertian, a Kilderkin or half a Barrel, and a Barrel. And by these Measures are sold a Firkin. commonly Ale, Beer, Wine and Oyl, Butter and Sope, Herrings and Eels.

a Kilderkin.

But as these be unlike things, so the Measures of their Vessels do differ, for the Measures of them all are as followeth.

Of Ale, Sope and Herrings, the Firkin containeth 8 Gallons, the Kilderkin once as much as the Firkin, and the Barrel once as much as the Kilderkin, which is 32 Gallons. Of Beer, the Firkin containeth 9 Gallons, and so the Kilderkin and Barrel accordingly, which is 18 and 36 Gallons.

Moreover the Statutes do limit the weight of every of those three Vessels being em- a Table. pty, for Sope to be 26 pounds for a Barrel, 13 pounds for a half Barrel, and 6½ pounds a Laft. for a Firkin.

Herrings are fold by the Tale, 120 to the hundred, ten thousand to the Last, which is twelve Barrels. Cattel and Nails by 6 score to the hundred.

Salmon and Eels have a greater Measure, the Butt holdeth 84 Gallons, the Barrel containeth 42 Gallons, the half Barrel and Firkin accordingly, 21 and 101 Gallons.

Now as for Wine and Oyl Vessels, they are seldom smaller than Hogsheads, which a Hogsheads are of 63 Gallons: Every Hogshead is two Barrels, the Barrel accounted for 312 Gal- a Barrel lons; the Tertian holdeth 84 Gallons, the Runlet 181 Gallons, the Pipe 126 Gallons, a Runlet. and the Tun 252 Gallons: a Butt is about the half of a Tun, Oc.

a Butt.

A Table of Weights, shewing what a hundred at Antwerp produceth in other places, and the second Column what 112 English lb.

- 1 11 11-		,	· · · · · · · · · · · · · · · · · · ·	,		m		
A.			r 10 1.	4		Parma		133
Antwerp	100	107	Frankford	- 92	99	Pija	148	159+
Amsterdam	95	1024	rerrara	141	1514	Palermo in Sicilia-		
Aug/purg			Florence	143	154		144	155
Apulia		1581				Pathos ———	81	87:
Ancona			Gaunt		110			
Aquila		154	Gratz in Stiria			Regenspurg-	91	
Avignon	115	1237	Gran -				112	1207
В.		١.	Geneva	- 92	99	Revel-		101
Bruges			Genua	-148	159‡	Riga in Livonia-	1 1 1	1191
Bremen		1034				Roan	92	99
Breflaw			Haerlem			Rochel ———	92	
Bafil		IOI	Hamberough			Rhegio	141	1514
Bern ———			Hungary	95	1024	Rome	131	141
Bothen in Tirol-			. I.		2	Recanste	144	155
Bufin				141	1517	Ravenna	144	155
Barcelone		I 20½				Ragusa in Sclavo-	76	813
Berry in France-	95	1024	Koningsberg	125	1344	S.	, ,	
Bordeaux	93	c01	L.			Städen'-	96	1034
Bayone -	115	1234	Liege	100	1072	Strasburg	95	1024
Bisancon in Burgu.	95	1024	Lubeck	- 98	1051	Saltzburg	143	154
Breffa	145	156	Leipzick	100	1072	Sweden	97	104
Bologne -	130	140	Lintz -	. 83	894	Scotland -	88	941
С.			Lublin	112	120%	Sevil		1097
Colen	100	1072	London	104	112	Siena	145	156
Costnitz	100	1072	Lizbon	102	1093	Salonick	177	1901
Cracow in Poland-		127	Lion	110	1184	Sentery-	90	106-
Ganaries -	102	1091	Luca	130	140	Spaluta -	60	642
Cadiz in Spain-	102	109	М.			Salara	75	80
Carthagena-			Madera	. 103	1103	T.		
Castilia	IOI	1083	Mayorca			Ternate	102	1093
Calis in France			Montpelier			Tolose in Aragon-	149	1602
Como			Marfeilles			Tornipe	151	1621
Civita Vecchia			Millane			Tousa-	115	1232
Calabria			Mantua			Turin -		1591
Cremons			Mexo pontho-	121	1304	V.		,,,,
Candia		1174	N.	1		Ulm -	100	1075
Corfu			Nurenberg	92	99	Valentia	148	1591
Cartago			Narbona -	115	1234	Verona		1513
D.	0		Napoli	147	1584	Vincenza		1503
Dantzick-	120		Naples in Romania			Venice piso picolo-		168
Denmarke -		100	Р.			Venice alla grossa		1054
Dieps			Passaw	99		Volena		674
· E.			Prague in Bohemia —			Vahona —	118	127
			Polen			Vienna		894
Embden	96		Paris			IV,	ار	14
		, ,					TOT	1083
		,		, ,	74	7.		

The Difference of the Ship Pounds.

A Ship Pound in Swethland of li. 400 is at Antwerp 333 li. and at London li. 4294

At Riga in Liefland-400	16.	1b. 1258	lb. 375
Dantzick - 300	lb.	1b. 250	lb. 260½
Lubeck 280	lb.	lb. 285	
Hamborough 280	lb.	lb. 290	lb. 301 ½
Amsterdam 300	lb.	lb. 316	lb. 328½

And as of Weights there did spring the Liquid Measures, so of the same springeth dry Measures, as Pecks, Bushels, Quarters and such like, whereby are measured Corn of Dry Meaand all forts of Grain, also Salt, Lime, Coals, Oc. and this is the order and quantity of them. Two Gallons is the measure of a Peck, four Pecks make a Bushel, eight Bu- a Peck. shels make a Quarter, and fix Quarters make a Wey. A Strike is half a Bushel, and a Quarter. Cornock is half a Quarter.

a Wey a Cornock.

But there remaineth yet another kind of Measures whereby men mete Length, Breadth and Thickness, viz.

3 Grains of Barley in length make an Inch, 12 Inches make a Foot, 3 Foot make a of Measure. Yard, a Yard and a quarter or 45 Inches make an Ell, 5 Yards and a half make a Perch, a Foot. a Perch in breadth and 40 in length maketh a Rod of Land, which some call a Rood, a Yard fome a Yard-land, some a Farthendele; 4 Farthendele make an Acre of ground.

a Perel

a Rods in length do make a Furlong, 8 Furlongs make an English Mile, which con-

Table of afures.

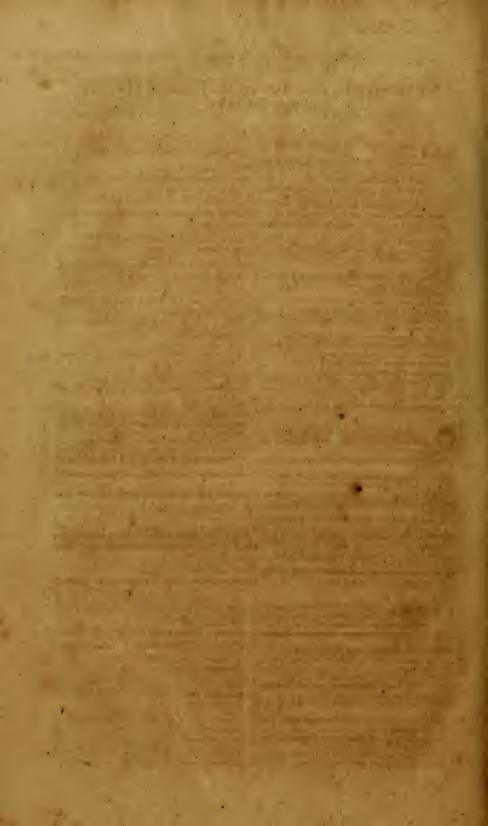
taineth 320 Perches, so that an English Mile grounded upon the Statute, is in Jength a Farthendele-1760 Yards, 5280 Foot, or 63360 Inches; somewhat greater than the Italian Mile of a Farlong 1000 Paces, and 5 Foot to a Pace.

By the Ell is usually meted Linnen Cloth, as Canvas, Holland, &c. and by the Yard on Italian Mile. Silk and Wollen Cloth, &c.

A Table of Measure shewing what a hundred Ells, or 125 Yards at London produceth in divers other places, according to the Calculation of Mr. Ro. Hartwell Philo-mathematician.

At Antwerp 166 \\ Novemberg 174 \\ Frankford 208 \\ Leipzick 208 \\	Lizbon————————————————————————————————————
Dept. Sept. enice	

UT more of these things the desirous and Candid Reader may expect (God willing) at the second Edition of this Book. In the mean time if any Gentleman or Merchant defireth further instructions concerning the premisses, or should have occasion of the Author not only in Keeping of their Books of Accounts or in Teaching of Arithmetick, but also in Writing and Translating of English, French, High and Low Dutch, he may please to enquire for him as is directed aforesaid, at the latter end of the Introduction to the second Part of this Book. Vale.



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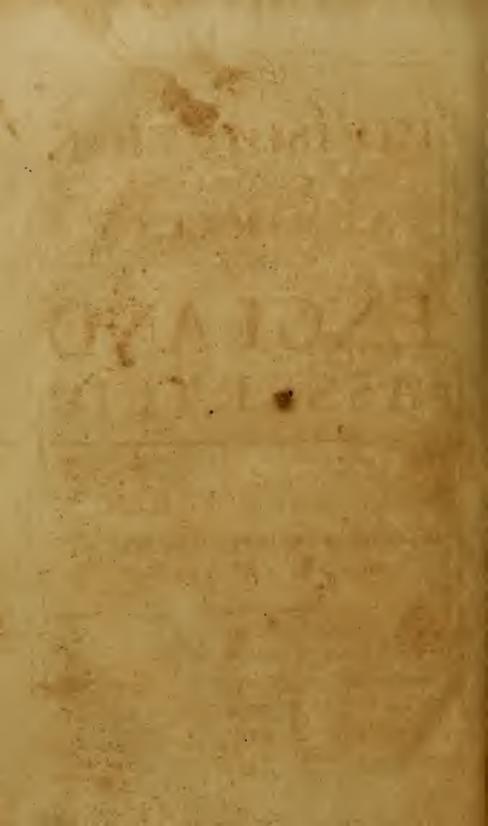
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THE

JURISDICTION

OF THE

ADMIRALTY

OF

ENGLAND ASSERTED.

B Y

RICHARD ZOUCH,

Doctor of the Civil Laws, and late Judge of the High Court of ADMIRALTY.

LONDON,

Printed for Tho. Baffet, at the George, near St. Dunftan's Church, in Fleet-street; and Rich. Chiswell, at the Rose and Crown, in St. Paul's Church-yard. 1 6 8 6.





TO THE

READER.

The Jurisdiction of the High Court of Admiralty Asserted, &c. by Dr. ZOUCH, was delivered into my Hands by the AUTHOR Himself, to be Printed; and which he intended to have Dedicated to His Royal Highness JAMES Duke of YORK, &c. Lord High Admiral of England.

Lie sent to blue of such some

Doctors Commons,

Febr. 25. 1663. Analysis of Little Andrews

Tim. Baldwyn.

and the stable business and the stable of the stable of

ASSERTIONS

CONCERNING THE

Jurisdiction of the Admiralty

 \mathbf{F}

ENGLAND

Hat in all places where Navigation and Trade by Sea have been in Use and Esteem, and particularly in *England*, Special Laws have been provided, for regulating the same.

2. That in all places where Laws have been provided for Businesses concerning the Sea, as also in *England*, Special Judges have been appointed, to determine Differences, and to redress Offences

concerning the same.

3. That in all places where Special Judges have been appointed for Sea-Affairs, as also in *England*, certain Causes, viz. All such as have relation to Navigation, and Negotiation by Sea, have been held proper for their Conusance.

4. That the Jurisdiction of the Lord High Admiral of England, as it is granted by the King, and usually exercised in the Court of Admiralty, may consist with the Laws and Statutes of the Realm.

5. That the Lord Admiral of England may hold Conusance of Contracts, and Writings made at Land, touching Businesses

of Navigation, and Trade by Sea.

6. That the Admiral of England may hold Conusance of things done in Ports, and Navigable Rivers, as touching Damage done to Persons, Ships and Goods, Annoyances of free Passages, and unlawful Fishing.

7. That the Lord Admiral of England may hold Pleas of Contracts, and other things done beyond the Sea, relating to Navi-

gation, and Trade by Sea.

8. That the Courts and Judges of the Common-Law do intermeddle with, and interrupt the Court of Admiralty, in Caufes

properly belonging to that Court.

9. That the Tryal of Caufes concerning Navigation and Trade, in the Court of Admiralty, is more commodious for the Kingdom, and the Subjects thereof, than in the Courts of Common-Law.



Sir Edward Coke's JURISDICTION

O F

COURTS.

CHAP. XXII.

The Court of the Admiralty proceeding according to the Civil Law.

He Complaint of the Lord Admiral of England, to the King's most Ex- Articuli Adcellent Majesty, against the Judges of the Realm, concerning Probibitions miralisation.

granted to the Court of the Admiralty, 11 Febr. penultimo die Termini Hillarii, Anno 8. Jac. Regis: The Effect of which Complaint was The Process after, by His Majesty's Commandment, set down in Articles by Dr. Dun, and Proceed-Judg of the Admiralty, which are as followeth, with Answers to the Court are in same by the Judges of the Realm; which they afterwards confirmed by three kinds of the name of Authorities in Law: 1. By Acts of Parliament. 2. By Judgments, and Judicial Protections.

And Lastly, By Book-Cases.

Certain Grievances, whereof the Lord Admiral, and his the Complaint. Officers of the Admiralty, do especially complain, and delire Redress.

Object. I. Hat whereas the Conusance of all Contracts, and other things done upon the Sea, belongeth to the Admiral-Jurisdiction, the same are made tryable at the Common-Law, by supposing the same to have been done in

Cheapside, or such places.

Answer.

Object. 2.

Object. 3.

Answer.

K . . .

By the Laws of this Realm, the Court of the Admiral hath no Conusance, Power, or Jurisdiction of any manner of Contract, Pleas, or Querele, within any County of the Realms either upon the Land, or Water; but every such Contract, Plea, or Querele, and all other things rifing within any County of the Realm, either upon Land, or Water, and also Wreck of the Sea, ought to be tryed, determined, discussed and remedied by the Laws of the Land; and not before, or by the Admiral, or his Lieutenant, in any manner: So as it is not material whether the place be upon the Water, infra fluxum, & restluxum aquæ; but whether it be upon any Water within any County. Wherefore we acknowledge, that of Contracts, Pleas and Quereles, made upon the Sea, or any part thereof, which is not within any County (from whence no Tryal can be had by Twelve Men) the Admiral hath, and ought to have Jurisdiction. And no President can be shewed, that any Prohibition hath been granted, for any Contrast, Plea, or Querele, concerning any Marine Cause made or done upon the Sea, taking that only to be the Sea, wherein the Admiral hath Jurisdiction, which is before by Law described to be out of any County. See more of this matter in the Answer to the fixth Article.

When Actions are brought in the Admiralty, upon Bargains or Contracts made beyond the Seas, wherein the Common-Law cannot administer Justice; yet in

these Causes, Prohibitions are awarded against the Admiral-Court.

Bargains or Contracts made beyond the Seas, wherein the Common-Law cannot admi-Answer. See hereafter nifter Justice, (which is the effect of this Article) do belong to the Constable and Marin the Proof shal; for the Jurisdiction of the Admiral is wholly confined to the Sea, which is out of by Judgments Judicial any County. But if any Indenture, Bond, or other Specialty, or any Contract, be made beyond Sea, for doing of any Atl, or Payment of any Money, within this Realm, or other-wife, wherein the Common-Law can administer Justice, and give ordinary Remedy; in these Cases, neither the Constable and Martial, nor the Court of the Admiralty, bath Presidents. any furifdiction. And therefore, when this Court of the Admiralty hath dealt therewith, in Derogation of the Common-Law, we find, that Prohibitions have been granted, as by Law they ought.

> Whereas, time out of mind, the Admiral-Court hath used to take Stipulation for Appearance, and Performance of the Acts and Judgments of the fame Court, it is now affirmed by the Judges of the Common-Law, that the Admiral-Court is no Court of Record, and therefore not able to take such Stipulations: And hereupon

Prohibitions are granted, to the utter Overthrow of that Jurisdiction.

The Court of the Admiralty, proceeding by the Civil Law, is no Court of Record; and therefore cannot take any such Recognizance as a Court of Record may do. And, for taking of Recognizances against the Laws of the Realm, we find, that Prohibitions have been granted, as by Law they ought: And if an Erronious Sentence be given in that Court, no Writ of Error, but an Appeal to certain Delegates, does lye; as it appeareth by the Sta-& Eliz. Cap. 5. tute of & Eliz. Reginæ Cap. 5. which proveth, that it is no Court of Record.

That

That Charter-parties made only to be performed upon the Seas, are daily with-Object. 4.

drawn from that Court by Prohibitions.

If the Charter-party be made within any City, Port, Town, or County of this Realm, Answer. although it be to be performed either upon the Seas, or beyond the Seas, yet is the same to be tryed and determined by the ordinary Course of the Common-Law, and not in the Court of the Admiralty: And therefore, when that Court hath incroached upon the Common-Law, in that case the Judge of the Admiralty, and Party suing there, have been prohibited, and oftentimes the Party condemned in great and grievous Damages by the Laws of the Realm.

That the Clause of Non obstante statuto, which hath Foundation in His Majesty's Object. 5. Prerogative, and is current in all other Grants; yet, in the Lord Admiral's Patent, is faid to be of no force to warrant the Determination of the Causes committed to him in his Lordship's Patent, and so rejected by the Judges of the Common-Law.

Without all question the Statutes of 13 R. 2. Cap. 3. 15 R. 2. Cap. 5. & 2 H. 4. Answer.

Cap. 11. being Statutes declaring the Jurisdiction of the Court of the Admiral, and 13 R.2. cap.3. wherein all the Subjects of the Realm have Interest, cannot be dispenced with by any Non 15 R.2. cap. 5.

2 H.4. cap. 11.

Obstante, and therefore not worthy of any Answer; but by colour thereof the Court of the Admiralty bath, contrary to those Acts of Parliament, incroached upon the Furifdiction of the Common-Law, to the intollerable Grievance of the Subjects; which have oftentimes urged them to complain in Tour Majesty's Courts of ordinary Fustice, at Westminster, for their Relief in that behalf.

To the end that the Admiral-Jurisdiction may receive all manner of Impeachment object. 6. and Interruption, the Rivers beneath the first Bridges, where it ebbeth and sloweth, and the Ports and Creeks are, by the Judges of the Common-Law, affirmed to be no part of the Seas, nor within the Admiral-Jurisdiction; and thereupon Prohibitions are usually awarded upon Actions depending in that Court, for Contracts and other things done in those places, notwithstanding that by use and practice, time out of mind, the Admiral-Court have had Jurisdiction within such Ports, Creeks and Rivers.

The like Answer as to the first. And it is further added, that for the Death of a Answer. Man, and of Mayhem (in those two Cases only) done in great Ships, being and hovering in the main Stream only, beneath the Points of the same Rivers, nigh to the Sea, and no other place of the same Rivers, nor in other Causes, but in those two only, the Admiral hath Cognizance. But for all Contracts, Pleas and Quereles made or done upon a River, Haven, or Creek, within any County of this Realm, the Admiral, without question, hath not any Jurisdiction; for then he should hold Plea of things done within the Body of the County, which are Tryable by the Verdict of Twelve Men, and meerly determinable by the Common-Law, and not within the Court of Admiralty according to the Civil-Law; for that were to change and alter the Laws of the Realm, in those Cases, and make those Contracts, Pleas and Quereles tryable by the Common-Laws of the Realm to be drawn ad aliud examen, and to be sentenced by the Judge of the Admiralty, according to And how dangerous and penal it is for them to deal in these Cases, it the Civil-Laws. appeareth by Judicial Presidents of former Ages. See the Answer to the first Article.

That the Agreement made in Anno Dom. 1575. between the Judges of the King's Object. 7. Bench, and the Court of Admiralty, for the more quiet and certain Execution of

Admiral-Jurisdiction, is not observed as it ought to be.

The supposed Agreement mentioned in this Article hath not as yet been delivered un- Answer. to us; but having heard the same read over before His Majesty (out of a Paper not subscribed with the Hand of any Judge) we answer, That for so much thereof as differeth from these Answers, it is against the Laws and Statutes of this Realm; and therefore the Judges of the King's Bench never assented thereunto, as is pretended; neither doth the Phrase thereof agree with the Terms of the Laws of the Realm.

Many

Object. 8.

Many other Grievances there are, which, in discussing of these former, will easi-

ly appear worthy also of Reformation.

An(wer.

This Article is so general, as no particular Answer can be made thereunto: Only it appeareth by that which hath been said, That the Lord Admiral his Officers and Ministers, principally by colour of the said void Non obstance, and for want of Learned Advice, have unjustly incroached upon the Common-Laws of this Realm; whereof the Marvel is the less, for that the Lord Admiral, his Lieutenants, Officers and Ministers have, without all Colour, incroached and intruded upon a Right and Prerogative due to the Crown, in that they have seized, and converted to their own uses, Goods and Chattels of infinite value, taken by Pyrats at Sea, and other Goods and Chattels which in no sort appertain unto his Lordship, by his Letters Patents, wherein the Majesty: And they now wanting, in this blessed time of Peace, Causes appertaining to their natural Jurisdiction, they now incroach upon the Jurisdiction of the Common-Law, lest they should stille, and reap no prosit: And if a greater number of Prohibitions (as they affirm) have been granted since the great benefit of this happy Peace, than before, in time of Hostility, it moveth from their own Incroachments upon the Jurisdiction of the Common-Law. So that they do not only unjustly incroach, but complain also of the Judges of the Realm, for doing of Justice in these Cases.

The particular Authorities promiscuously alledged by Sir Edward Coke, are distinctly inserted in the Chapters sollowing, in such places as they seem to concern.

T, HE

THE

JURISDICTION

Admiralty of England ASSERTED.

ASSERT. I.

That in all places where Navigation and Trade by Sea have been in use and esteem, and particularly in England, special Laws have been provided for regulating the same.

A Mer a ses loix comme la terre, The Sea (saith Godfrey, a learned Author) Commene Car hath its Laws as well as the Land. And it is certain, that Navigation les Curumes de was no fooner invented, and Men had Experience of the Commodity de Verces. proceeding from Negotiation by Sea, but they established Laws for the maintaining and regulating the fame. So much may be confirmed by what is observable from the use and practice, first, of those Nations and States which border on the Mediterranean Sea; and secondly, of those which confine on the

Western Ocean, and the Seas Northward.

Touching the first; Amongst the Grecians, the Inhabitants of the Isle of Rhodes have been most eminent for their Policy in the Assairs of the Sea. Cicero saith, Rho-Orat. pro Lege diorum usque ad nostram memoriam Disciplina navalis & gloria remansit. And Constantinus Harmenopulus, a samous Judg at Thessairs, and Conservator of the Law there, gives that Credit to their Laws, that he affirms, The varility of things done let 11.

Austral, &c. All Businesses concerning Navigation, and all Causes concerning things done let 11.

at Sen, are decided by the Rhodian Laws; for the Laws of the Rhodians are, of all Sea-Laws, the most ancient. Those Sea-Laws of the Rhodians, or some part of them, are extant, published in Greek and Latin, by Symon Schardius, and Marquardus Freberus; and out of them related by Marifotus, in the first part of his Orbis Maritimus.

The Romans, who, in the beginning of their Republick, received their Laws of the Twelve Tables from the Athenians; under the Empire, when their State was at the highest, and abundantly furnished with Laws for other matters, in the time of Tiberius Claudius, admitted the Rhodian Laws for the regulating of the Affairs of the Sea: Whereupon, when one Eudamon, a Merchant of Nicomedia, complained to the L. Deprecation Emperor Antoninus, that he, with others, had suffer'd Shipwreck, and were spoi- D. de l. Rhod. led of their Goods by certain Officers of the Island called Cyclades; the Emperor anfivered him, Ezi to to rioque rises. That indeed he was Lord of the World, that is to

fay, of the Land, or Continent, but that the Businesses and Rights of the Sea had a special

Rule set down in the Rhodian Laws, to which he did refer them.

De Dominio Maris, l.1.

ms. 1.1. c.30.

These Rhodian Laws, as Mr. Selden observes, were afterwards inserted into the Body of the Civil Laws, by the Emperor Justinian and others; and were in high esteem both in the Roman and Greek Empire. The Titles to which they are reduced in the Civil Law are collected by Petrus Peckius, who hath commented upon them: Orbis mariti- And are likewise set forth by Morisotus: And, as they were in use in the Greek Empire, they are set out by Leunclavius, amongst the Basilica, or Laws from Rome re-

ceived at Constantinople.

catura.

De Subscudis Tie. de Officio

Admiralli.

Præfat. del

Cont solato de c. 44.

The Wisdom and Equity of the Roman Civil Laws, in process of time, have been received and allowed in all Nations and States of Europe, for the regulating and de-Trail. de Na- termining of Businesses at Sea, as it plainly appears in all Authors of several Nations. wight. & Mer- who have written of, or handled matters of that nature. To which have been added, divers Ordinances and Constitutions of their own, for Confirmation of those Laws, and Supply, where it feemed necessary: So the Provinces and places bordering on the Mediterranean Seas, according to former Usages and Customs, and upon new emergent Occasions, established several Orders and Constitutions for Maritime Businesses, which some eminent Persons residing at Amalphia (a Town in the Kingdom of Naples) reduced into a Monument, called Tabula Amalphitana; of which Marinus Frecria writes; In succeeding Times, Maritime Businesses were not determined only by the Rhodian Laws; but Suits and Controversies touching matters of the Sea, were determined by the Law which is contained in the Table of Amalphia unto this day.

The like was done by the People of Venice, Morea, or Peloponnesus, Rome, Genoa Marsellis, Aragon, Barcelona, &c. Of all which places, the Constitutions are comprehended in the Book called Il Consultate del Mare; of which it is related in a distinct Chapter, Questi sono buoni stablimenti, These are the good Constitutions and Customs which belong unto the Sea; the which, wise Men, passing through the World, have delivered to our Ancestors.

Touching the Nations confining on the Western and Northern Ocean, it appears likewise, That in Spain there were special Laws and Ordinances provided for the Businesses of the Sea, for Occasions both of War and Peace; as in the Partidas of Alphonsus the Ninth, under the Title of De los navios, and under the Title De la guerre per la mer, and under the Title De los navios, in the Recopilation of Philip the Partides & 2. Second; which are illustrated by the Comment of Alphonfus, Azevedo, and others.

Fontavon les Edicts de France, Tom. 3.

So the French, for Maritime Affairs, have divers Edicts or Ordinances, which are flyled, Reglements sur la sait de Admiralty; which were established by Charles the Sixth, Lewis the Twelsth, Francis the First, and lastly by Henry the Third, most fully, upon Review of all former Acts; which were afterwards ratified by the Court of Parliament at Paris: But, for ordinary matters of Navigation, and Trade at Sea. the Laws, or Judgments of Oleron (which is an Island scituate at the Mouth of the River Charenton, near the Coast of Aquitain) are of special Observation in that Kingdom, as appears by an ancient Record, extant amongst the Royal Edicts, intituled Droits & preminences del Admiral, wherein it is declared, That the Admiral ought to do Juslice to all Merchants, according to Rights, Judgments, &c. and Usages of Oleron. And Grotius affirms, That as the Rhodian Laws, in the Mediterranean Seas, were re-

puted as the Laws of Nations, so in France are the Laws of Oleron: And faith further in that place, That in what esteem the Laws of Oleron have been in France, the same Flores Sparfe add.degreease. have Leges Wisbuiences amongst the Nations beyond the Rhine; which, if Welwood mistakes not, are the same with the Laws of Oleron, translated into Dutch for the use

Alridg of Sea- of the Sea-Coasts in those parts.

Malines, in his Lex Mercatoria, fets forth a Catalogue of the Laws of the Hanse Towns. And Loccenius, in his Preface to his Book, de Jure Maritimo, mentions, Jus nauticum Sueficum, and Leges Wisbuiences; which, he faith, are observed both in the Hanse-Towns; and in the Northern Kingdoms; and also the Ordinances of the Hanse-Towns themselves, and of the Belgick Commonwealth.

Laws. c. Part. 1. c.

Artic. 19.

It

It is likewise apparent, that the Kingdom of England is not destitute of special Laws for the regulating of Sea-businesses, which are distinct from the Common Laws of the Realm; as namely, the Civil Law, and others, of which the Books of Com-

mon Law take notice by the names of Ley Merchant, and Ley Mariner.

Touching the Civil Law, how it is observed in the Admiralty of England, Sir ad Seat. 3. Edward Coke shews, in his Comment upon Littleton, where he mentions divers Laws which are in use in this Kingdom. And Mr. Selden, in his Dissertation, ad Fletam, cap. 8. lays, Juris Civilis, vel Cafarii usus ab antiquis seculis etiam num retinetur in foro Marilays, furn Grows, the Cajaria of the Sir John Hay-timo, feu curia Admiralitatis. And accordingly, in the time of King Edward the Sir John Hay-Sixth, when Monsieur Villandry being employed for the King of France, upon occa-Life of Ed.6. sion of some Differences happening betwixt the Subjects of England and of France, concerning Sea-businesses, signified, that the King his Master was desirous that the Ordinances and the Customs of England might be reduced into one Form, without any difference betwixt them and the French. Answer was made, That the English Ordinances for Marine Affairs were no other than the Civil Laws, and certain ancient Additions of the Realm; wherein they could not conceive any reason or con-

venience of Change.

The Law-Merchant is likewise mentioned, and allowed by Sir Edward Coke, in adSea.3. his Comment upon Littleton, as a Law distinct from the Common Law of England, And so doth Mr. Selden mention it, in his Notes upon Fortescue. And Sir John Da- 632. p. 39. vis more fully owns it in a Manuscript-Tract touching Impositions; where he affirms, That both the Common Law and Statute-Laws of England take notice of the Law-Merchant, and do leave the Causes of Merchants to be decided by the Rules of that Law: Which Law-Merchant, he saith, as it is part of the Law of Nature and Nations, is universal, and one and the same in all Countries of the World: For, as Cicero saith of that Offic. 3. Law, Nov erit alia lex Romæ, alia Athenis, alia nunc, alia post hæc, sed & omnes gentes, & omni tempore una eademque lex obtinebit. Whereby it is manifest, that the Causes concerning Merchants are not now to be decided by the peculiar and ordinary Laws of every Country, but by the general Laws of Nature and Nations. He faith further, 'That until he understood the difference betwixt the Law-Merchant and the Common Law of England, he did not a little marvel, that England, enter-' taining Traffick with all Nations of the World, having fo many Ports, and so much 'good Shipping, the King of England also being Lord of the Sea, what should be the cause that, in the Books of the Common Law of England, there are to be found 6 fo few Cases concerning Merchants or Ships: But now the reason thereof was ap-' parent, for that the Common Law of the Land did leave those Cases to be ruled by another Law; namely, the Law-Merchant; which is a Branch of the Law of

The Law-Mariner, to which haply, the Answer to the French Agent, mentioning ancient Additions of the Realm, related, were fuch things as are contained and preferved in the ancient black Book of the Admiralty; as certain Royal Ordinances, made by ancient Kings of the Realm. 2. The Judgments, or Resolutions of Oleron, in the time of King Richard the first. 3. Certain Verdicts given upon an Inquisition at Quinborough, in the time of King Edward the Third: And some other Matters touching the Admiralty of England.

Touching the black Book of the Admiralty, Mr. Selden styles it, Vetusti Tribung- De Dom. Malis Maritimi Commentarii; and Codex Manuscriptus de Admiralitatu. And, in his Notes 1th, l. 2. c. 28. upon Fortescue, he saith, That there are in it, worthy of Observation, Constitu- Adcap.32. tions touching the Admiralty of Henry the First, Richard the First, King John, and

Edward the First.

Touching the Judgments, or Laws of Oleron, and the use of them in the Admiralty-Court, Mr. Selden, where he, from them, argues the Sovereignty of the Kings of De Don. Ma-England, in regard King Richard the First did publish the Sea-Laws in the Island of 1th, p. 254. Oleron, which was then in his possession, says, That they are still in force. And Sir Comment on Edward Coke likewise argues, That the Jurisdiction of the Lord Admiral was long Litis Seef. 234

before the Reign of Edward the Third, from the Laws of Oleron; So called, because

they were there made by King Richard the First.

The Inquisition at Quinborough was taken in the Year 1376. in the 49th. of King Edward the Third, by eighteen expert Sea-men, before William Nevill Admiral of the North, Philip Courtny Admiral of the West, and the Lord Latimer Warden of the Cinque Ports-; and relates, as by the Title appears, to the Usages of former The Verdicts there given were defired to be established by the King's Letters Patents, in the Cinque Ports, and Towns adjoyning to the Thames, to be observed by the Owners, Masters and Mariners of Ships, under Penalties, &c. And Malines writes, That he had seen them inrolled amongst the Records of the Tower, for the Government of the Admiralty.

Pars. 1. C.17.

ASSERT.

That generally where Laws have been provided for Businesses concerning the Sea, as also in England, several Judges have been appointed to determine Differences, and redress Offences concerning the same.

Syntag. lib. 47. eap.37.

Atticis.

Regorius Tholosanus says, Judicum diversorum ratio eo dirigitur, ut lites facilius expediantur, ne immortales sint sub judicibus mole negotiorum occupatis & proinde cum commercia hominum sint maximæ utilitatis, placuit

Negotiatoribus proponi proprios Judices. And accordingly, First, The Grecians had their special and proper Judges appointed

for those Businesses: So Suidas, Naulodixeu de 201716, &c. The Natodice were Magistrates Petit.de Legib. who did Justice to Sea-men, and others, who trade by Sea. And the Athenians had an express Law to that purpose, Tas strus in meis no Sequostines, &c. That Actions concerning Sea-men and Merchants should be commenced before the Judges called Thesmothetæ.

according to their Instruments of Contracts and Dealings.

In Verrem 7.
Decad. 3. lib.3.
cap. 46.
Ad Senatus Secondly, Amongst the Romans there was anciently an Officer called Prafellus Classis by Tully and Livy. And Javolenus makes mention of Seius Saturninus Archigubernius Classis Britannicæ: And Tacitus, of Prætor Classis: Which Name imports a Trebes. 1.14. power of Judicature. In later times they had also a Magistrate who was called I .ult.C.de Com-Comes Commerciorum, whose Office was, to over-see Matters of Commerce or Nemercin.

gotiation.

Thirdly, The Roman Empire being broken into feveral States, the leffer, as Republicks, had their Confuls, and the greater Kingdoms had their Admirals, to order The Office of the Consuls is described in the Consoand determine those Businesses. lato del Mare, Consoli determinano tutti le controverse, &c. The Consuls determine all Controversies which are for Fraights, for Dammages done to Goods on Shipboard, for parts of Ships to be set to Sale at an Out-cry, for Commissions given to Masters and Mariners, for Debts contracted by Masters for the necessary use of the Ship, for things promised or undertaken betwixt Merchants and Mariners, for Goods taken up at Sea; and generally, Morsform, 1.2. for all other Contracts and Businesses which are declared amongst the Customs of the Sea.

Fourthly, The Venetian State being a Seigniory, when any great War is expected, c. 27. or undertaken, have their General, or Supream Commander of the Navy, who is of as high an Esteem as any Magistrate of the City; having absolute Power over all Officers, and others, of the Navy: At other times the Legatus Classis, or Vice-Ge-

Cap. 20.

neral hath the power of disposing of the Navy, and over the Captains of the Gallies, and other Persons of the Navy. They have besides, four Consuls, who judg and Samsovinus lib.

determine all Matters concerning Negotiation and Trade.

Fifthly, Admirals in Europe had their Beginning (as most affirm) in the time of Chaffan Catal. Constantine the Emperor, and that in Magna Græcia, which is now the Kingdom of p.9. conf. 26. Naples, where the Dignity of Admiral is the third Place; to wit, after the Vice-Roy and Constable; to whom belongeth the Building, Repairing and Keeping of the Freeca de Offici Ships Royal, and setting out of the Fleets for War, with the King's Consent. He Admir. hath also Jurisdiction, Civil and Criminal, amongst Commanders, Officers and others, employed about the Navy, and all others who get their Livelihood by the Industry and Art of the Sea; which are held to be such which transport in Ships, and adventure their Estates by Sea: As also, such that make it their Trade to Fish, or do build Ships. This Court is called Magna Curia; and from it there lies an Appeal only to the Supream Council. Garsias Mastrilli says, He hath all Jurisdiction, both Civil and Criminal, in Maritime Causes, exclusive to all others.

The King of Spain hath divers other Admirals, both in Europe, and the Indies, of Moris, 1.2.e.22. equal Power. Marinus Siculus faith of the Admiral of Castile, That he is next unto the Constable, and hath supream Authority over all that use the Sea; and is held to be the Lord, and Chief Commander of the Sea: As it is also largely described in the Partidos. Besides, for the dispatch of ordinary Maritime Businesses, by the same Laws, Judges are appointed to refide in Port-Towns, and other places on the Sea-Coasts, which are to hear the Causes of Sea-men, concerning Freight of Ships, and Contributions for Goods cast over-board, or any other Matter: Which Judges were

to proceed plainly, without Solemnities, and with all Expedition, &c.
In France, by an Ordinance of Henry the Third, made upon a Survey of all other Edit. per Fonformer Ordinances, ratified by the Parliament of Paris, the Office of the Admiral, tan. in the King's Name, is thus declared:

First, That of all Armies which shall be raised and set to Sea, the Admiral of France shall be chief, and our Lieutenant-General; and shall be obeyed in all Maritime Towns and Places, which are or may be, without Contradiction.

Secondly, He shall have Jurisdiction, Conusance and Determination of all things done or committed on the Sea, or Shoars of the Seas; likewife of all Acts of Merchandize, Fishing, Freighting, or Letting to Freight, or Breach of Ships, of Contracts made touching the Matters aforesaid, of Charter-parties, of Sea-briefs, and of all other things what soever happening upon the Sea, or Shoars thereof; as our Lieutenant-General alone, and to all purposes, in the places aforesaid: Which Jurisdiction, Cognizance and Determination, we have interdicted to all other our Judges.

He shall hold his principal Court at the Marble Table, in the Palace at Paris, and shall appoint Judges Deputies in Maritime Cities and Towns, who shall hear ordinary Matters happening within their Circuits; and if any Business fall out worthy of

greater Consideration, they shall refer the same to him.

. In Denmark, the third place of Dignity in the Kingdom belongs to the Admiral, who is commonly called Rycks Admiral; and, as Morifotus writes, he haththe same Tir. 2. c. 14.

Right and Power as the Admiral of France.

In Scotland (as Wellwood, a Scotish Man, writes) the Admiral, and Judg of the Abridg.c.1. Admiralty hath power within the Sea-flood, over all Sea-faring Men, and in all Seafaring Causes and Debates, Civil and Criminal: So that no other Judg of any degree may meddle therewith, but only by way of Affiftance, as it was found in the

Action brought by Anthony de la Tour, against Christian Martens, Novemb. 6. 1542.

The Admiral of England (as Mr. Selden observes) hath another manner of Right, De Dom. Martens, Admiral of England (as Mr. Selden observes) hath another manner of Right, The La 6.27. and Jurisdiction, than the Admiral of France, or other ordinary Admirals; for that the Jurisdiction over the Seas of England and Ireland, and the Dominions and Isles of the same, as a Province, are committed to his Custody and Tuition, as to a President, to defend the same, as in the Dominion of the King, by whom he is authorized; the Bounds of which Jurisdiction are limited and determined in those Seas. And besides.

besides, as the French, and other Admirals, he hath the power over the Navy, and the Government over the Sea-men, and Jurisdiction over the Persons and moveable Goods which come under his Judicature, pour raison ou occasion del saie de la mer: Which Jurisdiction hath no Bounds, but extends to the Mediterranean, African and

Indian Seas, or any other far remote.

Jurisdiction, p.142.

What Mr. Selden delivers concerning the Admiral of England's Special Jurisdiction. in the first respect, is confirmed by an ancient Record in French, in Archivis of the Tower of London, set out at large by Sir Edward Coke; the effect and tenour whereof is, That whereas, during the Wars between Philip King of France, and Guy Earl of Flanders, Reginerus Grimbaldus, Admiral of the French Navy, had spoiled the Merchants of divers Nations, failing towards Flanders, in the English Seas; and Commissioners being appointed by the two Kings, to hear and redress the Complaints concerning the same, the Deputies of the Prelates, Nobility and Commonalty of the Towns of England, and of divers Maritime Countries; as of Genona. Catalonia, Spain, Germany, Zeland, Holland, Friesland and Norway declare, That the Kings of England, by reason of that Realm, time out of mind, have been in peaceable Possession of the Sovereign Dominion of the Sea of England, and of the Islands therein scituate, by ordering and establishing Laws, Statutes and Countermands of Arms, and Veffels otherwife furnished than for Merchandifung, and by taking Security, and giving Protection in all Causes needful, and by ordaining all other things requifite for the maintaining of Peace and Right amongst all other People, as well of other Seignieuries, as of their own, passing through the same: And all manner of Cognizance and Jurisdiction, high and low, touching those Laws, Statutes, Ordinances and Countermands, and all other Acts which may appertain to the Sovereign Dominion aforesaid; and that A.D.B. Admiral of the Sea, deputed by the King of England, and all other Admirals appointed by him, and his Ancestors, heretofore Kings of England, have been in peaceable Possession of the said Sovereign Protection; together with the Conusance and Jurisdiction, and all things before-mentioned thereunto appertaining (except in case of Appeals to their Sovereign Kings of England, for default of doing Right, or giving wrong Judgment) and especially in making Restraint, doing Justice, and taking Security for the Peace of all manner of People, bearing Arms on the Sea, or Ships failing otherwise apparelled, or furnished, than belongs to Ships of Merchandize; and in all other points in which a Man may have reasonable Cause of Suspition against them, touching Robbery, or other Misdemeanours.

Besides the Jurisdiction Extraordinary of the Admiral of England, concerning Protection against Depredations in the English Seas (as Mr. Selden writes;) his Ordinary Jurisdiction is over the Persons and Goods moveable, which come under his Judicature by occasion of Businesses relating to the Sea, is not only agreeable to the Jurisdiction of the French, and other Admirals, but is also warranted by the King's Commissions; as it is apparent by ancient and later Patents, granted by the Kings of England, in which the Admirals of Englands Authority and Jurisdiction is expresly and fully declared, as followeth; Damus & concedimus, &c. We give and grant to N. the Office of Our Great Admiral of England, Ireland and Wales, &c. And We make, appoint and ordain him Governour-General of Our Navies and Seas of the Kingdoms aforesaid. And be it further known, that We, of Our special Grace, and certain Knowledg, do give and grant to the same Our Great Admiral, and Governour of our Navies, all and all manner of Jurisdictions, Liberties, Offices, Fees, Profits, Preheminences and Privi-leges whatsoever belonging or appertaining. So far is recited in the solemn Form of the Admiral's Commission, by Mr. Selden, as sufficient to his purpose; and then, faith he, follow many things, declaring that most ample Power and Jurisdiction; amongst which is expressed, in Civil Causes, that to him it is granted, Ad cognoscendum de placitis, &c. To hold Conusance of Pleas, Debts, Bills of Exchange, Policies of Assurance, Accounts, Charter-parties, Contractions, Bills of Lading, and all other Contracts, which may any ways concern Moneys due for Freight of Ships hired, and let to

Selden lib.2.

hire; Moneys lent to be paid beyond the Seas, at the hazzard of the lender, and also of any Cause, Business, or Injury whatsoever had, or done, in or upon, or through the Seas, or publick Rivers, or fresh Waters, Streams, Havens, and places subject to overflowing, whatsoever, within the slowing and ebbing of the Sea, upon the Shoars or Banks whatsoever adjoyning to them, or either of them, from any the said first Bridges whatsoever, towards the Sea, throughout Our Kingdoms of England and Ireland, or Our Dominions aforesaid, or elsewhere, beyond the Seas, or in any Ports beyond the Seas whatsoever, With divers other Clauses, containing Power of Coercion for the maintenance of that Jurisdiction.

By the Commission of Oyer and Terminer, granted likewise under the Great Seal, according to the Statute of the 28th. of Henry the Eighth Chap. 15. and other Statutes, for the punishing of Ossences and Matters Criminal, committed within the Jurisdiction of the Admiral, Power is granted in the Kings name, to hear, and determine De omnibus & fingulis proditionibus, &c. of all and fingular Trea-fons, Robberies, Murthers, Felonies and Confederacies, &c. as well in and upon the Sea, or any River, Port or Fresh-Water, Creek, or place whatsoever, within the flowing of the Sea to the full, beneath the first Bridges towards the Sea, as upon the Shoar of the Sea, or elsewhere within the King's Maritime Jurisdiction of the Admiralty of the Realm of England, and the Dominion of the same: As well against the Peace, and the Laws of the Land, as against the King's Laws, Statutes and Ordinances of the King's Court of Admiralty. And also touching all and singular other Matters which concern Merchants, Owners and Proprietaries of Ships, Masters, Ship-men, Mariners, Ship-wrights, Fishermen, Work-men, Labourers, Sailors, Servitors, or any others.

ASSERT. III.

That in all places where Judges have been appointed for Sea-businesses, as also in England, certain Causes, viz. fuch as have relation to Navigation, and Negotiation by Sea, have been held proper for their Conusance.

> Aritime Laws, saith Godfrey, concern Persons, or Dealings between Mer- Tit. de Vwlet. chants and Sea-men; which is agreeable to the subject matter of the feveral Laws mentioned in the first Chapter, and what appears to have belonged to the office of Maritime Judges.

Amongst the Grecians, Causes happening betwixt Merchants and

Sea-men were called, δίναμ εμπίσεικαμ, Caufes concerning Trade, as Julius Pollux; and Gnomat. werb.

Δίναμ της τομικλήςων, as Suidas testifies. The Rhodian Laws, although as they are now Δίναμ. extant, are not ranked under distinct Heads or Titles, yet they may be reduced to these Particulars: As first, Concerning hiring and freighting of Ships. Secondly, Concerning transporting Passingers and Goods. Thirdly, Touching the delivery and discharging the things received in good Condition. Fourthly, Touching Contributions for Losses in common danger, and for Salvage of Goods. Fifthly, For borrowing and trufting of Money for Sea-voyages. Sixthly, Concerning Mariners Duties, their Wages, and the like.

The same were the Matters taken into Consideration, when the Roman Senate en- Jac. Godeshed.

tred into a Confultation to fettle the Business of the Sea: For when Tiberius Claudius Comment. ad In Deprecation had fignified to them, that the Sea-men, and Merchants trading by Sea, had be-

fought

fought him, that fuch Businesses which were incident to the Sea might be reduced into some Order; Nero, then a Senator, advised, that some might be sent to the Isle of Rhodes, who should diligently enquire and take notice of what was there observed concerning Mariners, Sea-men, Merchants, and Passingers Goods put on Board Ships, Partnerships, Building, Buying, or Selling of Ships, Intrusting Gold and Silver, and divers other things. All which was done accordingly, as appears by the Titles of the Roman Civil Laws, into which the Rhodian Laws were incerted; and by the Laws touching Sea-affairs, which afterwards the Greek Empire received from the Romans, as in the Title De Nauticis Obligationibus, &c. Touching the Obligations, or Duties of Mariners, and all manner of Actions which may be brought concerning Ships, or those who sail in Ships, Owners, Masters, or Passengers: Moreover, touching Wrecks of Ships, Calling forth of Goods, and Contributions; and also Fisher-men and Fishing.

The same Businesses also are regulated by the Constitutions of the Consolato del Mare, in which are contained the Statutes and Ordinances of ancient Authority, provided for all Causes of Merchandizing and Navigation, as it is more fully fignified in a Chapter of that Book, Nello progresso di questo libro. In the progress of this Book it is declared, how the Masters of Ships ought to demean themselves towards Merchants, Mariners, Strangers, and all other forts of People, which pass in their Ships; and also, how Merchants ought to perform with Masters of Ships, and how Strangers and others ought to pay Freight for the transporting of their Persons, &c. made good in the particular Ordinances and Constitutions therein contained.

The Sea-Laws in the Spanish Partidaes have the same scope, as it is in the Title, We intend here to speak of Shipping hired to undergo the Adventure of the Sea, and we will shew what things the Master of the Ship ought to observe towards the Merchants, and how the Dammage that shall happen to Goods cast over-board by occasion of Storm ought to be divided, and of the Price due for the Hire of Ships, and of other Matters which may concern the same Affair.

So much is likewise signified in the Title of the Laws of Oleron, which, in the Edition annexed to the Customs of Normandy, are called, Ordonances Royaul touchant le fait de la Mere; as also Judgments, de la mere, des nef, des Mariners, & austi des Marchants, & de tout leur estre : And in the Edition set out by Peter Garrias, La maniere comme les Maestres de Navire. The manner how Masters of Ships, Merchants and Mariners ought to regulate and govern themselves, according to the Judgments of the Roll of Oleron. Notwithstanding these Examples of the Usages of all other Nations, some amongst

us, as take upon them to determine, that to the Jurisdiction of the Admirals of England, no special, or certain Causes do belong: So the Lord Hobard, in Audly and Jennings Case, affirms, That their Jurisdiction is not in respect of any certain Causes, as the Causes of Tithes and Testaments are in the Spiritual Court, but only in respect of Place; and no doubt but Sir Edward Coke, and others who talk so much of Altum Mare, are themselves persuaded, and would persuade others, to be of that Opinion: But it is apparent, that it is not the Place only, but the nature of the Case, happening within such a place, that makes the Jurisdiction: And therefore, if a Contract of Marriage, or a Testament, be made at Sea, the Admiral claims no Conusance thereof; which he might do, if the place alone were sufficient to give the Jurisdiction. And so Godfrey, in his Comment upon the Customs of Normandy, saith, That the Jurisdiction of the Marshal of France, and of the Admiral, are limited to certain Causes and Matters: Whereupon it followeth, that they cannot judg, but of things of which the Conusance belongs unto them; for their Jurisdictions are not regulated only by the Territory or Place, but also by the Causes and Matters, over which a competent Power is granted unto them. And so Justice Reeves, in an Argu-Lembal Galii ment in Communi Banco, delivered, That he differed in Opinion from my Lord comer. D. Will. Hobard; and affirmed, That the Cause, as well as the place, gave Jurisdiction; for, if a Man upon the Sea do feal a Leafe, or an Obligation, the Common Law shall have the Jurisdiction, and not the Admiralty, because the Cause is not Maritime. And this, he fays, agrees with the Lord Hobard himself, in Bridgman's Case. Serjeant

Bankix1.33.

Cap. 24.

Partid. S. & 9.

Tis.de Vareos.

Ruffel & alii.

Serjeant Calls, in his Readings, doth acknowledg, That the King rules on the Sea by the Laws Imperial, and the Roll of Oleron, and others: But that is, faith he, in the Causes of Shipping, and of Merchants and Mariners. And whereas the Serjeant saith well; and I suppose no Man will deny but the Civil or Imperial Laws, the Roll of Oleron, and others (by which, I suppose, may be understood, the Articles of the Inquisition of Quinborough) are of force in the Admiralty of England. For further Illustration, that there are certain Causes properly belonging to the Conusance and Jurisdiction of the Admiralty-Court of England, it may be more particularly deduced and shewed from these several and respective Authorities.

And first, As touching the particular Causes which may be deduced from the Civil Laws, some things have been already shewed, out of what the Romans derived from the Rhodian Laws; and if any will be further satisfied, he may find it perspicuously declared in a Tract, De Jure & Judicio Maritimo, wherein the particular Causes, not only Civil, but also Criminal, concerning Navigation and Negotiation by Sea, are summarily set down, with relation to the Text of the Ci-

vil Laws.

And touching the Laws of Oleron, which are less obvious, it may be observed, that the particular Cases therein are; as first,

Touching Ships hired for Sea-voyages, and their Proceedings in the same.

1. How Masters and Mariners are to be satisfied, when the Merchant provides

not his Goods ready, to be laden at the time agreed upon.

2. How the Master ought to consult with his Company before he put out of the Harbour, and proceed with their Advice; and what he is liable unto, if he do otherwise.

3. How the Master ought to make Satisfaction when the Merchant is prejudi-

ced by his stay in any place, and is not proceeding in the Voyage.

4. How the Master, in case his Ship be disabled by some mis-fortune, may repair it, or hire another; or, if the Merchant resuse, what Fraight may be demanded.

Secondly, Touching the safe keeping and delivering of Goods received into the Ships.

1. How the Merchant shall be satisfied if his Goods be damnified in the Ship, by evil stowing, or other bad usage; and how the Master and Company may clear themselves.

2. How the Master and Company are liable unto the Merchant, if any Goods brought into the Port of Discharge, miscarry in the Unlading, by occasion of the Tackling or Cordage, which are found unfit.

Thirdly, Touching the Engaging of Ships or Goods in case of necessity.

r. Whether the Master, wanting means to proceed in his Voyage, may sell or dispose of the Ship, without Commission from the Owners; and how, and in what Case he may engage some Tackle, or Furniture of the Ship.

2. How far, in case of necessity, the Master may intermeddle with the Merchant's Goods; and, if he dispose of any, how he is to make Account, and give

Satisfaction.

Fourthly, Touching Contributions to be made for Loss, upon occasion of common Danger.

r. How the Master, with Advice of those in the Ship, or otherwise, in extremity of Tempest, may cast out some Mens Goods, to save themselves and the rest; and how Average, or Contribution is to be made.

A a 2. How

2. How the Master, in the Tempest, cutting down his Mast, and casting it overboard, to fave the Ship and Goods, ought to have Satisfaction from those, whose Goods were faved.

Fifthly, Touching Damages done by, or betwixt several Ships.

1. How and in what manner the Damage is to be born, when a Ship failing

into a Port, bruises or breaks another Ship riding there at Anchor.

2. How if two Ships riding at Anchor in a Haven, and the Water being low. the Master of the one observing some danger from the Anchor of the other, may give notice thereof to the Master of that Ship; and if he neglect to remove it. may cause it to be done by his own Company; and if he be hindred therein, and Damage done, what Reparation may be recovered.

Sixthly, Touching the Charge for hiring of Pilots, and their Duty.

1. The Master being bound by Charter-party to pay Pilotage, in what places, and

how far he is bound thereunto.

2. How far the Pilot is liable to make Satisfaction of the Ship's Miscarriage under his Charge; and whether he be bound, when he hath brought her into the Harbour, if she miscarry by mis-placing there.

There be many other Cases contained among these Judgments of Oleron, but

these may suffice for our purpose.

As the Roll of Oleron doth contain Judgments or Verdicts, especially in Civil Causes, which did belong to Maritime Judicature, so in the Inquisition at Onixborough are presented Matters Criminal, and Offences, concerning which anciently Enquiry hath been made in the Admiralty-Jurisdiction: Which may be reduced into these Heads; as,

First, Offences against the King and Kingdom; as,

r. Of fuch as did furnish the Enemy with Victuals and Ammunition; and of fuch as did traffick with the Enemies, without special Licence.
2. Of Traytors Goods detained in Ships, and concealed from the King.

3. Of Pirats, their Receivers, Maintainers and Comforters.

4. Of Murthers, Man-flaughters, Maims and Pety-felonies, committed in Ships. 5. Of Ships arrested for the King's Service, breaking the Arrest; and of Serjeants of the Admiralty, who for Money, discharge Ships arrested for the King's Service; and of Mariners, who having taken Pay, run away from the King's Service.

Secondly, Offences against the publick Good of the Kingdom; as,

1. Of Ships transporting Gold and Silver.

2. Of carrying Corn Over-Sea without special Licence.

3. Of fuch as turn away Merchandizes or Victuals from the King's Ports.

4. Of Fore-stallers, Regrators, and of such as use salse Measures, Ballances and

Weights, within the Jurisdiction of the Admiralty.

5. Of such as make Spoil of Wrecks, so that the Owners, coming within a Year and a Day, cannot have their Goods.

6. Of fuch as claim Wrecks, having neither Charter nor Prescription.

7. Of Wears, Riddles, Blind-stakes, Water-mills, &c. whereby Ships or Men have been lost or indangered.

8. Of removing Anchors, and cutting of Buoy-Ropes. 9. Of fuch as take Salmons at unfeafonable times.

10. Of fuch as fpoil the Breed of Oisters, or drag for Oisters and Mussels at unseasonable times.

11. Of fuch as fish with unlawful Nets.

12. Of taking Royal Fishes, viz. Whales, Sturgeons, Porposes, &c. and detaining the one half from the King.

Thirdly, Offences against the Admiral, the Navy, and Discipline of the Sea.

1. Of Judges entertaining Pleas of Causes belonging to the Admiral; and of such as, in Admiralty-Causes, sue in the Courts of Common Law; and of such as hinder the Execution of the Admiral's Process.

2. Of Masters and Mariners contemptuous to the Admiral.

3. Of the Admiral's Shares, of Weits or Derelicts, and of Deodands belonging to the Admiral.

4. Of Fletson, Jetson and Lagon, belonging to the Admiral.

5. Of such as Freight Strangers Bottoms, where Ships of the Land may be had at reasonable Rates.

6. Of Ship-wrights taking excessive Wages.

7. Of Masters and Mariners taking excessive Wages.8. Of Pilots, by whose ignorance Ships have miscarried.

9. Of Mariners forfaking their Ships.

10. Of Mariners rebellious and disobedient to their Masters.

In the same ancient Book of the Admiralty there is a Copy of a more ancient Enquiry touching Admiral-Causes, wherein some things relate to Constitutions made by King Richard the First, at Grimesby, (viz.) That Ships arrested for the King's Service, breaking Arrest, shall be consistent to the King: And by King John, at Hastings; That no private Man should appropriate to himself the benefit of any salt Waters, by Meers, Ridles, and the like; and that the same should be pulled down.

And the Fishing, cryed common to all People, was likewise ordered by King

Fohn.

This may suffice to confirm, that there were certain special Causes, both Civil and Criminal, which did anciently belong, and properly, to the Conusance of the Admiral; and to shew, that this Jurisdiction was not wholly confined only to the Sea.

ASSERT.

A S S E R T. IV.

That the Jurisdiction of the Admiral of England, as it is granted by the King, and is usually exercised in the Admiralty-Court, may confift with the Statutes and Laws of this Realm.

T appears by ancient Record of the time of King Edward the First, De Superioritate Maris, that it was acknowledged by the Deputies of the Parliament of England, and of divers other Nations, That the Kings of England, and of divers other Nations, time out of mind, injoyned the Dominion and Soveraignty of the English Seas, by prescribing Laws and Statutes for the preserving Peace and Justice, and by exercising all kind of Authority in matters of Judicature, and all other things which may concern his Soveraignty in the fame; which being granted, his power to depute a Magistrate or Officer to those purposes, with so much of his Authority as he shall think fit. cannot be denied.

Secondly, That the Jurisdiction and Power granted by the King in his Letters Patents to the Admiral, is agreeable to Commissions anciently granted, and which have been passed from time to time by the King's learned Council, and by the Lord Chancellor, or the Lord Keeper for the time being, who have thereunto fet Junishistion of the Great Seal; and that the Authority and Junishistion of the Constable and Course, cap. 6. Marshal is designed by Sir Edward Coke, by referring to Grants of those Offices antiently made by many feveral Kings, with exception only to one irregular Pre-

cedent, in the time of King Edward the Fourth.

Thirdly, That Mr. Selden shews, that all the Patents of the Office of the Lord De Dom. Maris 11.12. cap.17. Admiral, from the beginning of Queen Maries time, to the time of King Charles, have been conceived after one and the same form, and tenour; as, of Edward Lord Clinton, afterwards Earl of Lincoln, under King Philip and Queen Mary; of Charles Howard Lord Effingham, afterwards Earl of Nottingham, under Queen Elizabeth; of Charles Duke of Tork, after King Charles, under King James; and of George Duke of Buckingham, under King James, and King Charles: To which may be added, the Patent of Algernon Earl of Northumberland, under King Charles the First; and of James the most Illustrious Duke of Tork, under King Charles the Second.

Fourthly, That the Lord Admiral, and his Deputies proceeding according to his Commission, is expresly allowed by King Philip and Queen Mary; where they, by a Statute restraining the Exportation of Corn without Licence, make a special Provision, That that Ast shall not be prejudicial or hurtful to the Lord Great Admiral of England for the time being, or to the King and Queens Majesties Jurisdiction of the Admiralty; but that the Jaid Lord Admiral or his Deputies shall exercise, use and execute all kinds of Jurisdiction belonging to the Sea, according to his or their Commisfions. Which Provision, although it seems to have been made in respect of that Statute, yet it shows what respect the King and Queen intended to their Lord High Admiral, their own Admiralty-Jurisdiction in all matters belonging to the

Sea, and to the Commission by them granted.

Against the Jurisdiction of the Admiral, as is granted by the King, and as it is exercised in the Court, it is pretended in general, That it is not agreeable, First, To several Acts of Parliament. Secondly, To divers Judgments, Book-Cases, and Judicial Proceedings. To which may be added, the Resolutions of the Judges upon the Complaint of the Admiral, in Sir Edward Coke's Articuli Admiralitatis.

All which more especially may be reduced to three Heads.

1. 6 2. Phil. & Mar.

First, Where the Admiral meddles with Contracts and Writings concerning Seabusinesses made within the Realm.

Secondly, Where he meddles with other things done within the Bodies of Counties; and

Thirdly, With fuch things as are made or done beyond the Sea.

The Acts of Parliament are, First, The Statute of the 13th of Rich. 2. chap. 5. which restrains the Admiral from meddling with things within the Realm. condly, That of the 25th. of the same King, chap. 3. which declares, That he hath no Jurisdiction within Bodies of Counties. Thirdly, That of 2 Hen. 4. which inslicts Penalties on those who sue or proceed contrary to that of the 13th. of R. 2. Fourthly, That of the 5th. of Elizabeth, which is pretended to exclude the Admiral from meddling with things done within Ports and Rivers.

The first of these, being more general, may in this place be considered; the rest being more particular may, in discussing of some other particular Points to which

they are appliable, be examined.

That of 13 Rich. 2. chap. 5. ordains, that the Admirals and their Deputies shall not meddle of any thing done within the Realm, but only of things done upon the

Sea, as it hath been used in the time of King Edward the Third.

Touching this Statute, it may be observed what Sir Edward Coke delivers out of Jurisdiction of Plowden's Commentaries, That the Preamble of a Statute is the Key to open the mean-Courts, p. 330. ing of the Makers of the Act, and the Mischiess which they intended to remedy. Now in the Preamble of the Statute it is suggested, that the Admiral had incroached divers Jurisdictions and Franchises belonging to the King and other Lords; from whence it may be conceived, that the Parliament intended only to restrain him from meddling in his Courts with fuch things within the Realm, wherein he had incroached upon the Jurisdiction of the King and other Lords, which what those things were, it doth no ways appear; but it cannot be imagined, or reasonably conceived, that it was intended the Admiral should be debarred from proceeding in Causes of Navigation and Negotiation by Sea, which never did belong to any other Courts of the King or other Lords, and were formerly held proper for the Conusance of the Admiral; and, as things were then stated, could not be held

So much may the rather be supposed, because the Statute restraining him from meddling with things done within the Realm, but only with things done upon the Sea, further adds,, According to what hath been duly used in the time of the noble Prince King Edward, Grandsather to the King; which was King Edward the Third.

Sir Henry Spelman writes, that some Men did conceive Causarum Nauticarum cog-Gloss. v. Adnitionem, & forum rei maritimæ, quod hodie Curiam Admiralitatis vocant, sub Edwar-miral do Tertio illuxisse. And it is probable, that in that King's time, who did many other glorious things for the Good of this Nation, the Court of Admiralty received some Settlement, and grew more conspicuous than it was before. But the Jurisdiction of Constitutions observed by Mr. Selden, in the Book of the Admiralty of Henry the Courts, p.142. First, Richard the First, King John, and Edward the First, do manifest, that the Court was much more ancient. And Sir Edward Coke, to sliew the Antiquity of the Court of Admiralty to have been long before the time of Edward the Third: in whose days, he says, that some had dreamed that it had begun, recites the ancient Record De superioritate Maris, before-mentioned. And likewise another quo- Bid. 144. ted also by Mr. Selden, wherein it is shewed, that King Edward the Third, in the Lib2. 616. twelfth Year of his Reign, did consult with all his Judges, Ad finem quod retineatur & continuetur ad subditorum prosequutionem forma procedendi quondam Domini Re-gis, &c. that is, To the end that the Form of Proceedings at the Suit of the Subjects, begun and ordained by his Grandfather King Edward the First, and his Council, for retaining and preserving the ancient Soveraignty of the Sea of England, and the Right of the Office of the Admiralty in the same, might be resumed and continued, touching the correcting, interpreting and declaring the Laws and Statutes lately ordained for the

maintaining of Peace and Julice amongst the People of all Nations whatsoever, passing through the English Seas, and for punishing of Offences, and for giving of Satisfaction to such as were damnified; which Laws and Statutes were corrected, declared, interpreted and published by King Richard the First, King of England, in his Return from the

Holy Land, and were intituled Le Ley Oleron in the French Tongue.

And it is manifest, that the Law was continued all that King's time, in regard that in the 49th. Year of his Reign, the selected Sea-men for the Inquisition at Quinborough, in the Conclusion say, That touching some Businesses proposed in the Articles of the Inquisition, they know no better Advice nor Remedy than that which had been formerly used and practised after the manner which is contained in the Law of Oleron.

All which being admitted, and duly confidered, it may be prefumed, that such Causes as did originally by Civil Law, belong to the Admiralty, and what former King had anciently ordained for the regulating of the same; as likewise, such as were agreeable to the matters decided in the Judgments of Oleron, and what are contained in the Inquisition taken at Quinborough, in the time of King Edward the Third, were within the Conusance of the Admiralty-Court; and consequently, the same are permitted to be tried and determined in the same Court, by the Sta-

tute of the 13th. of Richard the Second.

Touching the Judgments, Judicial Acts, and Book-Cases, intended to restrain the Admiral of England in Exercise of his Jurisdiction, as it is granted in the King's Commission, it may be answered in general; First, That those Judgments, Judicial Acts, &c. are in Causes of difference in respect of Jurisdiction betwixt the Courts of Common Law and the Admiralty-Court; and it is incident to all Professions, where there is any Competition or Emulation with others, to incline to Secondly, Such Judgments and Book-Cathat which is most to their advantage. ses have been grounded upon the common understanding of the Statutes, without any notice of respect to the Laws of the Sea, or the Condition of Maritime Caufes, the Circumstances of the Places being the chief Rule by which they have been framed. Thirdly, That many of them, upon due Examination, may be found not fo concluding as they are pretended; and although much Respect and Reverence be due to the Authors, yet we are not bound to believe that their Judgments are infallible. Fourthly, Thar the Judicial Proceeding as Prohibitions, being the Refults of the former Authorities, they may be weighed accordingly. Laftly, Touching the main piece, Sir Edward Coke's Articuli Admiralitatis, carrying the Reputation of the Resolutions of all the Judges touching the Matters therein contained, it will appear, that they very much differ from the Concessions of the Judges of the King's Bench, 1575. and from the Refolution of all the Judges the 18th of February, 1632. Subscribed unto by them, in the presence of King Charles, and twenty Lords of his Council.

The particular Authorities which may be collected out of Sir Edward Coke's Notes, to prove that the Admiral of England hath no Conusance of things done within

the Realm, but only of things done upon the Sea, are as followeth.

1. That in the 2d. of Richard the Second, Hibernici funt fub Admirallo Anglia.

de facto super alto Mari.

2. that the 7th of Richard the Second, in an Action of Trespass brought for a Ship and Merchandises taken away, the Desendant pleaded, that he did take them, En le haut Mer, ou les Normans que la enemis la Roy; and it was allowed a good Plea.

3. That Fortescue, who lived in the time of Henry the Sixth, saith, Si que super altum mare extra Corpus Comitatus in placito coram Admirallo deducantur per testes

terminari debent.

4. That Dyer, in the time of Queen Mary, faith, That by the Libel in the Admiralty-Court, the Case is supposed to commence fur le haut mer, & intra furif-dilionem de l'Admiralty.

Τo

To these Authorities may be answered in general; First, That whereas some of them speak of Altum Mare, the Statute of the 13th of Richard the Second hath no such Attribute, but mentions simply the Sea.

2. That the same Authorities granting that the Admiral hath Jurisdiction on the Sea, do not declare, much less conclude, that he hath no Jurisdiction elsewhere:

And, as to the Particulars;

1. The Authority of the 2d. of Richard the Second, which affirms, that the Irilb were subject to the Admiral of England for a thing done on the Sea, mentions not for what kind of thing; and happily it might be for some Offence against the Crown, or against the Peace, in offering Violence to the King's Subjects, or the Subjects of his Allies: And in such Cases it might be understood, that he had Jurisdiction over the Irisk, as over the Subjects of England, and other Nations, only extending to the high Sea. But it cannot from thence be argued, but that if it were a Business concerning Navigation, or Negotiation by Sea, he might also have had Jurisdiction over the Irish, as well as over other Persons; not only super alto mari, but also in other places elsewhere.

2. The Plea to the Action of Trespass, in the 7th of Richard the Second, might be good, and allowed in two respects; First, In regard the thing was done where the Country could take no notice, and therefore no Jury by twelve Men could be had. Secondly, In regard the Ship and Goods were taken from the King's Enemies, against whom no Trespass could be committed, because that to offend them any ways was lawful; and in that respect the Plea might have been allowed, although the Ship and Merchandise had been taken in a Port, or Navi-

gable River.

3. Whereas Fortescue says, that things done upon the high Sea, prosecuted before the Admiral, ought to be determined according to the Proofs made by Witnesses, and no more; Sir Edward Coke affirms, That it proves by express words that the Admiralty is confined to the high Sea. Fortescue having given reason for Tryals by Jury, when the Neighbourhood of the Country could take notice of the Business, grants, That for things done in other places, the Law of the Kingdom doth allow of Proofs by Witnesses; as in Causes commenced before the Admiral for things done on the high Sea; and likewife before the Constable, for things done beyond the Sea. So that it is evident, he doth no more expresly confine the Admiral's Jurisdiction to the high Sea, than he doth the Constable's to places beyond the Sea; it being notorious, that his Jurisdiction extends to Deeds of War, and Arms within the Land; as it will be proved, that the Admiral-Ju-

risdiction likewise to matters of Navigation, and Negotiation by Sea.

4. Touching the Authority of Dyer, that by Libel in the Admiralty-Court, the Case is surmised to commence, Sur la haut mer, Sc. it may be answered, that the Libels in the Admiralty fometimes (as the business falls out) declare, Super alto mari & infra jurisdictionem Curiæ; but ordinarily, Causes are laid only Intra fluxum & ressuum Maris & Jurisdictionem Curiæ; and generally the Causes are no otherwise described, but A. contra B. in Causa Civili & Maritima.

ASSERT. V.

That the Admiral of England may hold Conusance of Contracts, and Writings made at Land, touching Business of Navigation and Trade at Sea.

Notes upon Fortescue, B.6. p. 29. v. 557.

Y an ancient Record in the black Book of the Admiralty (of which Mr. Selden takes notice) it appears, that it was ordained by King Edward the First, and his Lords, at Hastings, Que comment divers Seigneurs avoieno francheses, &c. That although divers Lords had divers Franchises to try Pleas in Ports, yet that neither their Stewards nor Bayliss should hold any Plea, if it concerned Merchant or Mariner, as well for matter of Fast, as of Ships, Obligations, and other Deeds. Which, although it extends only to inseriour Lords, yet it may be said, that it was done in favour of the Admiral's Jurisdiction in such Matters.

Secondly, By Commissions from time to time granted by the Kings of England, to the Admirals, power is given, Ad cognoscendum, &c. to hold the Conusance of Charter-parties, Policies of Assurance, Bills of Bottomry, Bills of Lading, and of Sale of

Ships.

Thirdly, The. Causes and Suits arising by occasion of Businesses contained in such Writings have in all observable times and places been held to be Maritime, and the Conusance of them hath been allowed to Maritime Courts, as it hath been before fully shewed. And it may be further considered, that such Contracts and Writings have their Original from ancient. Maritime Laws; and are, both in Names and Nature, things foreign to the Laws of this Realm. And so much may be gathered from the Order which West observeth in his Book of Presidents; where, after the Forms of Deeds and Contracts proper to the Common Law, he handles those which concern Merchandizing and Trade by Sea, as things of a dissinct and several nature.

Touching the Particulars; First, Charter-parties seem to have been derived from the Rhodian Laws; by which it was provided, Si quis navem conduxerit, instrumenta consignata sunto; If any Man shall hire a Ship, let there be Writings drawn and sealed

thereupon.

There is likewise mention of Charter-parties in the Roll of Oleron, and in the French later Ordinances, made for the Reglement of the Admiralty of France; and it is supposed, that no mention of them can be sound in any Law or Statute of this Realm, until the 32d. of King Henry the Eighth, cap. 14. where the Conusance of them is referred to the Admiralty, as it shall be hereaster shewed. Moreover, Malines consisting, that anciently in Charter-parties it was expressed, That the Contents thereof should be understood according to the Law of Oleron; and at this time there are Clauses usually inserted into them, enjoyning, That the Merchants, besides the Payment of Freight, shall make Allowance for Primage, Average and Pettelodmenage; things no where occurring in the Books of Common Law, and anciently determinable by the Law of Oleron.

Secondly, Policies of Affurance are grounded upon the Civil Law; which alloweth an Action for the undertaking a Hazard which is doubtful, for Reward or Consideration first given, which is commonly called a Præmio; they are, of later Civilians, called Sponsiones Mercatoriæ, and Assecurationes; which Malines affirms, were taken up in this Kingdom from the Laws of Oleron, practised on the Sea-Coasts of France; but it is manifest, that now they are likewise in use in Venice,

P. I. cap. 14.

Lex Mercat. p.1, cap. 21.

Naples.

Naples, Genoua, Ancona, Spain and Portugal, and in other places where the Affairs

of the Sea are regulated by the Civil, the Consolato, and Laws of Oleron.

Thirdly, Bills of Bottomry, when an Owner, or Master of a Ship, to surnish his Voyage, takes up Money upon extraordinary Interest, to be paid when the Ship arrives at the Port appointed, and thereby engages his Ship for the performance of the same, are grounded on the ancient Grecian and Roman Laws. Julius Pollux, a learned Expositor of Terms, or Words used amongst the Grecians, calls a Bill of this kind, radjuar of yearstwin, quæ de nautico fænore conscripta est; of which D. lib. tit. 2. nauticum fænus, there are several Titles in the Digest and Code of the Civil Law, C. lib. 4. 1.33. and the Moneys fo lent to be transported at the hazard of the Lender, in the Civil Law, is called Pecunia trajectitia; of which Salmatius, Pecunia trajectitia dicitur, p. Usuri, c.2. quæ trans mare vehenda accipitur, & usuræ quæ ex pacto in eam pecuniam præstantur,

Maritimæ, & nauticæ dicuntur. .Fourthly, Bills of Sale of Ships are made conformable to Maritine Laws; for, as West, in his Presidents, delivers the Form, it is in such Bills of Sale expressed and declared, That he that fells the Ship, binds himself, his Executors and Administrators, the said Ship so bargained and sold, to warrant and defend, against all Men, for one whole Year and a Day, according to the Law of Oleron, the dariger of the Sea, Fire and Enemies only excepted.

These things being considered, it may be thought reasonable, that such Contracts and Writings being grounded upon the Civil Law, the Laws amongst Merchants, and other Maritime Laws, the Sutes arising about the same, should rather be determined in those Courts, where the Proceedings and Judgments are according

to those Laws, than in other Courts which take no notice thereof.

For the restraining of the Court of Admiralty from proceeding in Sutes arising from such Contracts and Writings made at Land, although the Businesses therein contained are to be performed at Sea, amongst the Authorities cited by Sir Edward Coke, there may be intended, appliable to this purpose, First, The Act of Parliament of the 15th of Richard the Second, chap. 15. Secondly, Some Judgments given, and Prohibitions granted in the Courts of Common Law, concerning

Causes of this fort, commenced in the Admiralty.

Touching the Statute of the 15th of Richard the Second, chap. 34. which is the Ground of the main Objections against the Admiral's Jurisdiction, it may be conceived, That whereas that of the 13th Chapter only in general restrains the Admirals from meddling with things done within the Realm, and allows them to meddle with things done on the Sea, that is relating to the Sea, this Statute was intended to declare more expresly, both in what places, and in what matters they should not meddle: And touching the places, in regard the word Realm, as Sir Ed-Comment in ward Coke observes, in a general sense, extends to the Sea within the King's Domi-Littleton, Sect. nions, as well as to the Land, declares the Restraint to be only within the Bodies of 43. Counties: And it may be supposed, that he intended a difference betwixt the Bodies, and the Extremities or Bounds of Counties; as the Statute of the 3d. of Edward the First makes a difference betwixt things done within the Shires, and things done within the Marches, and Borders of Shires. Whence the Statute of the 5th. of Elizabeth, chap. 5. allows to the Admiral's Jurisdiction, as the main Sea, so also the Coasts of the Sea, being no parts of the Bodies of any Counties of the Realm; and in that respect, this Statute specially excepts from the Admiral's Jurisdiction, the Conusance of Wreck of Sea, as happening on the Coasts or Shoars of the Sea, out of the Bodies of any Counties. So that, as to the place, or Territory of the Restraint, this Statute declares it straiter than that of the 13th. of Richard the Second.

Touching the matters with which the Admiral, by this Statute, is not to meddle within the Bodies of Counties, they are expresly declared; First, Contracts, Pleas and Quereles; that is, Personal Actions concerning Contracts. And Secondly, are implied Matters Criminal, and the Profecution of them.

Touching the First, which concern this Assertion, the words are, That the Court of Admiralty hath no manner of Conusance of any Contract, Plea, or Quarrel, rising within the bodies of any Counties; but all such Contracts, Pleas, and Quarrels shall be tried, determined, and remedied by the Common Law. Which words are so general, that it is pretended, they ought to be understood of all Contracts and Writings whatfoever, even of fuch as concern Sea bufinesses, if they be made, or written within

the Bodies of any Countries.

In answer whereunto, there may be taken into consideration, a General Rule Jurissitation of cited by Sir Edward Coke, allowed as he says by all Laws, in construction of Sta-Courts, p.330. tutes, viz. Quamvis lex generaliter loquatur, restringenda tamen est, ut cessante ratione, & ipsa cesset, cum enim ratio sit anima, vigorque ipsius legis, non videtur legislatur id; sensific, quad ratione caret, etiamsi verborum generalitas prima facie aliter suadeat. And the reason of this Statute, as may be gathered from the Preamble, as the Key thereof, was to hinder the Admirals encroaching of divers Jurisdictions, Franchises, and Profits pertaining to the King, and other Lords, besides those they were went or ought to have of right; by which words it is acknowledged, that the Conusance of some matters did formerly belong to that Jurisdiction; And not to diminish any of their Ancient and just rights in things belonging to the Sea, which are permitted, and allowed to the Admiral, by the Statute of the 15. of Richard 2. and unto which neither the King's Courts, nor the Courts of any other Lords had

formerly before this Statute any pretence.

Sir Edward Coke in his Answers to the 1. Objection of the Complaint, 80. Jacobi, faith, That the Judges acknowledge, that of Contracts, Pleas, and Quarrels made upon the Sea or any part thereof, &c. the Admiralty hath and ought to have Jurisdiction, and that no President can be shewed, that any Prohibition hath been granted for any Contract, Plea, or Quarrel concerning any Marine cause made or done upon the Sea. By which words he implies, that although the Admiral had and ought to have Jurisdiction upon the Sea, yet it was only concerning Marine Causes, but if a Contract, Plea, or Quarrel were made or done upon the Sea concerning any Terrene Gause, or matters concerning businesses of the County, a Prohibition might be granted. Now it may feem worthy of Consideration, whether any Reason can be shewed why the Courts of Common Law ought to have cognizance of Contracts, Pleas, and Quarrels which concern Terrene Causes, or Matters concerning businesses of the County, made or done upon the Sea; Yet if Contracts, Pleas, or Quarrels, which concern Marine Caufes, or Matters belonging to the Sea, be made or done within the Bodies of Counties, the Admiral ought not to have the like Cognizance, And if no reason thereof can be shewed, how according to the general Rule which Sir Edward Coke delivers touching the Construction of Statutes, the common Interpretation which is made of that of the 15. of Richard 2. Chap. 3. by which Contracts, Pleas, and Quarrels arifing within the Bodies of Counties, are extended to Contracts, Pleas, or Quarrels relating to Marine affairs, can be justified, the reason of the Rule being, Cum Ratio sit anima Legu, non videtur Legislator id sensisse, quod ratione caret, etiamsi Verborum generalitas, prima facie aliter suadeat.

And that the place only, where a Contract is made or written, should alter or transfer the Jurisdiction to the Courts of Common Law, may seem very unreason-

able, for the reasons following.

First, for that: Contracts, Pleas, and Quarrels, being things incorporeal, or matters of right, may more properly be faid to arise from that, from which they are caused, or occasioned, than from the place where they happen to be made, and fo Contracts, Pleas, and Quarrels occasioned by the businesses of the County, may be faid to arise within the Body of the County, and Contracts, Pleas, and Quarrels occasioned by the businesses of the Sea, may be said to arise from the Sea, in what places soever they happen to be made, or Written. So it is properly said, Ex facto jus oritur, & actio oritur ex delicto. Because the Law results from the

fact, and the Action is occasioned by the fault. So where the Jurisdiction of the Admiral of France, is said to be, pour le fait de la Mer, Mr. Selden renders it in Latin, ob causam aliquam à re maritima ortam, and Salmatius (as before) saith, usuræ Artic. 49. propter pecuniam trajestitiam præstandæ maritimæ & nauticæ vocantur, etsi nummi in De Vusurk terris dantur.

Secondly, that the end of a Contract, being to have fomething performed, and Pleas and Quarrels are occasioned by the non-performance, or ill performance of the same, The place of performance is more considerable, than the place where the Contract was made, or written; So Ulpian a famous Roman Lawer faith, Mu. I. exigere, D. lier exigere dotem illic debet, ubi maritus domicilium habet, non ubi instrumentum dotale de Judiciii. conscriptum est, nec enim id genus contraslus est, ut tam cum locum spestari oporteat, in quo instrumentum dotis actum est, quam locum domicilii, in quem mulier per conditionem matrimonii reditura erat, When a Dowry is to be restored to a Wife, after her Husbands death or divorce, it is not to be estimated, according to the value of things where the instrument or deed of the Dowry was made, but according to the value of the place where the Dowry was to be made good, that is the place, where her Husband lived.

Thirdly, for that if the Question be whether a Maratime Contract were made

or no, it may be determined by a Jury of the place, But if the Plea or Sute be (as most commonly it is) whether the Contract be performed, or not performed, it cannot be determined but upon proofs, made from the place of performance, of which the Vicinage to the place where the Contract was made, can take no notice, and therefore it is improbable that the Statute should intend that such Sutes should be

tried, discussed, and determined only by the Courts and course of Common Law.

Fourthly, the Common Law is not so strict, but that according to the nature of the business, it allows Jurisdiction to other Courts; For although Promises and Contracts of money, are generally Pleadable in the Courts of Common Law, yet as Bracton Domatio in Writes, causæ de rebus promissis ob causam matrimonii, in foro Ecclesiastico terminari Matrimo-debent, quia cujus juris, id, jurisdictionis, est principale, ejusdem erit accessorium; And in nium. another place he gives a reason for the same, quià semper videndum propter quid aliquid sit, vel promittatur. And again, although Sutes touching Tenures and Services belong to the same Courts of Common Law, yet Littleton shews, That if Tenants in Seat. 136. Frank Almain, fail to perform divine Service, the Lord may complain thereof to the Ordinary; and Sir Edward Coke in his Comment thereupon observes, that the Law doth appoint every thing to be done, by those to whose Office it properly appertaineth, and so faith he, the Lord bath remedy for his Divine Service (albeit it issue out of temporal Lands) in foro Ecclefialtico, by the Ecclefialtical Court. And certainly if what constructions are made of the Law, were made of this Statute, it would be more easily admitted, That a Maritime Contract, although made, or written within the County, should be tried before the Judge of the Admiralty, whose Office it is to determine Maritime causes.

Thirdly, For the better discerning of the meaning of this Statute, it is offered to confideration what hath been the sense of Parliaments in preceding and subsequent Statutes; as first in the Statute of the Staple made in the 27 of Edw. the 3. in 3 Chap. where it is declared, That the Mayors and Constables of the Staple, shall have furifdiction and Conusance within the Towns where the Staple shall be, of all manner of things touching the Staple, which shall be ruled by the Law Merchant, and not by the Common Law of the Land, nor by the usage of Cities, Burroughs, or other Towns, &c. So that all manner of Contracts and Covenants made betwit Merchant, and Merchant or other, where one party is a Merchant, whether the Contract be made within the Staple, or without, the Plaintiff may fue his action or Quarrel before the Juflices of the Staple by the Law of the Staple, unless he make choice to sue in some other place of the Common Law; from which may be observed, First, That the Merchants businesses, by the Judgment of the Parliament, were held fitter to be regulated by a special Law, viz. the Law-merchant, than by the common Laws or Customes of the Countries. Secondly, That where Contracts or Covenants did

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concern Merchandize, or matters belonging to the Staple, it was not thought confiderable, to point of Jurisdiction, whether the Contract or Covenant were made

within or without the precincts of the Staple.

The subsequent Statutes are that of the 32 of Hen. 8. chap. 14. which declares that the Court of Admiralty may hold plea of Charter-parties; and that of the 43 of Elizabeth, Chap. 12. which hinders the Courts of Common Law from medling with Policies of Assurance, which two things are the main matters endeavoured to be maintained by the Statute of the 15 of Rich. the 2. to belong to the Conusance of the Courts of Common Law, because they are usually made at Land, within the bodies of Counties.

The Statute of the 32 of Hen. 8. Chap. 14. prohibiting the employment of Foreign Ships, ordained, concerning the Shipping of this Kingdom, That the Owners. or Masters make their departure from the Port of London, after the Freighting, or Lading of the Ship, as soon as wind and weather will serve, according to the Charter-party made betwixt the Owner, or Master, and the Merchants, without protracting of time, and also that they, and every of them to his power, shall see and provide that all Wares and Merchandises, which shall be by the said Merchants, and their Servants brought into any Ship or Vessel, shall be honestly and in good order saved and kept; Provided always, that if any Merchant-stranger, or other, find himself grieved, or damnified, by negligent keeping of hu Wares, or Merchandises, or by long delaying, or protracting of time, in making of the Voyage, by the said Owner, his Master, or any of the Mariners of the Said Ship, otherwise than shall be agreed in, or by the said Charter-party, not having been letten by wind or weather, he shall and may have his remedy by way of complaint, before the Lord Admiral of England for the time being, his Lieutenant, or Deputy, against the said Owners or Masters, who shall or may summarily, and without delay take such order therein, as shall be thought to their discretions most convenient; and according to right and justice in that behalf. It is true, that the Cases exprest, are for the Merchants to recover Satisfaction for delay, or damage done to their Goods, according to the Charter-party from the Owners, and Masters of Ships; and it were very unreasonable, if the Master or Owner having duely performed their Voyage, might not feek the like remedy before the same Judge against the Merchants, not observing the Charter-party, either in not Lading their Goods within the time appointed. or not paying the Freight according to agreement in the same contained and exprest, the causes being hinc inde reciprocal, and it being sometimes held an absurdity, Illud quod in uno eodemque judicio terminari potest, apud diversos Judices ventilari.

The Statute of the 43 of Elizabeth, Chap. 12. declares, That whereas differences growing upon Policies of Assurance had been ordered by discreet Merchants, approved by the Lord Mayor, who did speedily decide those Causes, until that of late years, divers persons did withdraw themselves from that arbitrary course, and have sought to draw the parties assured, to seek their monies of every several assures by Sures commenced in her Majesties Courts, to their great charges, and delay, thereupon it was enabled, that a Commission should be granted, giving power to certain Commissioners (the first whereos is the Judge of the Admiralty) to order and decree such Causes, in a brief and summary course, without formalities of pleadings and proceedings. Malines affirms, that he amongst others, was one who upon experience of the great inconveniences which followed upon the drawing of those Causes, to the Courts of Common

Law, folicited the Parliament to pass that Act.

The Legal authorities which may be conceived to be intended to debar the Admiral from the Conusance of Contracts, and Writings made at Land, touching things to be performed at Sea, or such as shew that since the making of the Statute of the 15 of Rich. 2. Chap. 3. and not before, the Courts of Common Law have admitted, and held Pleas of Charter-parties, of Policies of Assurance, and declared something concerning Mariners wages. Touching Charter-parties, it is shewed first, that in the 31 of Hen. 6. an Action was brought upon the Statute, of double damages, by William Hore against Jeffery Unton, who had sued the said Hore in

P. 1. c. 24.

the Admiralty for Fourscore pounds upon a Charter-party of Freightment of a Ship of the said Jeffryes, imployed to go towards Island, in regard, Contractius ille apud novam Sarum infra Corpus Comitatus, & non super altum mare factus, & junctus suit; whereupon damages were assessed against the Desendant to an hundred Marks, and

costs to 40 l.

Again, that in the 28 of Elizabeth, in the Kings-Bench, upon a Charter-party, by a Deed indented which was made at Thetford, in the County of Norfolk, Evangelist Constantine sued Hugh Glynn, for the breach of Covenant, in not staying at Muttrel in Spain, so many days as were limited by the Covenant, whereupon he was condemned in 500 l. and in arrest of Judgment it being shewed, That the issue did arise out of a place in a Foreign Kingdom from whence no Jury by twelve Men might be had, and that therefore the Tryal was not sufficient, Sir Christopher. Wray, and the whole Bench resolved, that the Plaintiff should recover 500 l. besides the costs and damages, because the Charter-party was made at Thetford within the Realm.

Concerning Policies of Assurance, That in the 38 of Hen. 8. in a Case betwixt Crane and Bell, touching a promise made at Dartmouth, That the Ship should pass without taking, which was afterwards surprized by the Spaniard upon the high Sea, it was held not determinable in the Admiralty, for although the taking were

upon the Sea, yet the promise was upon the Land.

Again, that in the 36 of Elizabeth, an Action of the Case was brought in the Kings-Bench upon an Assumptit, from a Policy of Assurance, where it was undertaken, That a Ship should sail safely from Melcomb Regis to Abbevil in France, the Ship being Arrested by the French King in the River of Somme, in the Realm of France, and the matter was there adjudged: To which may be added what Sir Edw. Coke delivers for Law in Dowdales Case, Cum combien le contract comme le performance, &c. when as well the Contract as the performance of it, is wholly done beyond the Sea, and it so appears, the Tryal fails at the Common Law: But here, saith he, the Assume the Assume the Tryal of necessity shall be there, or otherwise it shall not be tryed at all; and the Arrest which is the Issue, is not the ground of the Astion, but the Assumptit, &c:

Touching Mariners wages is, that of the Book of 48 of Edw. 3. where it is faid, That if a Mariner make a Covenant with one to serve in a Ship on the Sea, yet if his wages be not paid they shall be demanded in that Court, by the Common Law,

Nemy per ley Mariner.

To these Authorities it may be replyed, in general, but the last, are grounded upon the commonly received sense of the Statute of the 15. Rich. 2. that the Contract doth rise only there, where it is made or written, without any respect to the nature of the business, and the occasion thereof, from whence in truth it doth more properly arise; And whereas other Acts of Parliament have in some special points ordained and declared otherwise, it may be hoped that it may not be held a Crime unexcusable, if a Man should doubt of the reasonableness of those Authorities.

Touching the Particulars, As First of the 31.0 of Henry 6. betwixt Hore and Unton, whereindouble Damages were given for suing in the Admiralty Court upon a Charter-party, it is said, that the Sute was upon a Charter-party of Freightment, Fourscore pounds, It doth not appear it was for the freight of the Ship, although it be most probable; and if it were so, why the Master of the Ship should not as well sue for his Freight, by virtue of the Statute of the 32.0 of Hen. 8. as the Merchant by virtue of the same Statute, might sue in the Admiralty for damage done to his Goods aboard a Ship, contrary to the Charter-party, without any respect to the place where it was made? if no reason can be shewed, that Judgment may be thought not to have been grounded so much upon Reason as it was upon the common received Opinion of the meaning of that Statute, as it is therein related, quia contractus ille and novam Sarum, satus S juntsus suit. Touching that of the 28. of Elizabeth, whereby

whereby Glynn was condemned to Constantine for breach of Covenant, in a Charter-party, in the fum of 500 l. it feems a Cafe far more reasonable, though something grievous, because it is not denied, but that a Sute upon a Charter-party may be commenced at the Common Law, upon a penalty, as it feems that was for breach of Covenant, in not staying at Madrill, so many days as were limitted by the Charter-party, Only that is thought no concluding argument, against a Sute in the Admiralty for Freight grounded on a Charter-party; But whereas when in the Arrest of Judgment, it was alledged that the Tryal was not sufficient, because the the Issue did arise out of a place in a Foreign Kingdom, from whence no Jury, by Twelve Men might be had, Sir Edward Coke says, that Sir Christopher Wray and the whole Bench resolved, That the Plaintist should recover cost and damages, because the Charter-party was made at Thetford in Norfolk, within the Realm, it is as much as if Sir Edward Coke had faid, that whether the fuggestion in the Issue, were true or false, tryed by a competent, or incompetent Jury; yet if the Sute were brought upon a Charter-party, the Conusance thereof did belong to the Common Law, and whether the former Judges, had proceeded well or not, was not material; fo that what is premifed formerly touching Judgments and judicial Acts, in the first Chap. may from this Case be excused.

And as touching the infinite Prohibitions granted upon Sutes commenced in the Admiralty concerning Charter-parties, there may be fomething declared and made

appear reasonable hereaster, in another place.

As to the instances of Policies of Assurance held tryable at the Common Law, although by the Statute of the 43. of *Elizabeth*, it hath been shewed, that the Proceedings in those Causes at the Common Law, were altogether inconvenient to the Kingdom; yet in regard Sir Edward Coke's Reasons in Dowdales Case for the maintaining of Proceedings in such businesses, may be applyed to other matters, to the prejudice of the Admiralty-Jurisdiction, something may be observed concerning the same, in Sir Edward Coke's Reasons; As first, That the Assumptit is the ground and foundation of the Action; and that the Arrest, or Imbargo in that Case had been no ground of an Action, if there had been no Assumpsit, neither could the Assumpsit have produced an Action, if there had not been an Arrest. But what was the nearest and immediate ground of the Action? without doubt, the Arrest, and what was chiefly in question? not the Assumptit, for it was taken for granted, that that was done in London; but it was the Arrest, which (as it was declared) was in Islue; And it is likely that the Common Law which intended a Tryal of the Vicinage, intended it of the thing or matter which was in Issue, to be tryed. But he further argues, That the Tryal must be of necossity where the Assumptit is made, for otherwise there could have been no Tryal at the Common Law, which might have favour'd of some reason, If possibly there could have been no Tryal in any other Court; but the Cause being Maritime, and amongst Merchants, it might more properly have been tryed in the Admiralty or in the Affurance-Court, without a Jury or Tryal of Twelve Men, by Witnesses, as Fortescue acknowledeth.

Thirdly, touching that of the Book of 48. of Edward the 3. where it is faid, That if a Mariner make Covenant only to ferve in a Ship on the Sea, yet if the wages be not paid, they shall be demanded in that Court by Common Law, not by the Law Mariner, the occasion was, that an Action of Debt being brought at the Common Law, upon an Obligation dated at Harstet in Kent, whereas in truth it was made in Normandy, and the consideration was Service done in War in France, thereupon one of the Judges said, That the sum demanded growing due for Service done in War, the Cause ought to be tryed in the Constable and Marshals-Court; Another (as it seems willing to retain the Cause) said that he hired a Man to go in a message to Rome, although the Service were done in another Realm, yet what was due by covenant, might be recovered in that Court; Another said, if a Mariner make a Covenant with one to serve in a Ship on the Sea, yet if his wages be not paid, they shall be demanded by the Common Law, &c. So that it is plain it was

not

not a Resolution of the Court, but a fuit dic, as they say, and one Man's opinion by way of argument to another purpose; And the ground thereof might be, that if it were in lifue whether such a Covenant were made, it might be tryed at the Common Law, but it doth not conclude but that if the Question were, whether the fervice in the Ship were performed on the Sea, it might more properly be tryed in the Admiralty Court.

For confirmation on this point.

First, To the 4th Request of the Judge of the Admiralty to the Lord Chief Juflice of the Kings-Bench, May, 12. 1575. viz. That the Judge of the Admiralty may have and enjoy the knowledge of the breach Charter-parties made between Masters of Ships and Merchants for Voyages to be made to the parts beyond the Sea, according as it hath been accustomed time out of mind, and according to the good meaning of the Statute of 32. Hen. 8. chap. 14. though the same Charter-parties be made within the Realm; The Answer is, This is agreed upon for things to be performed upon, or beyond the Seas, though the Charter-party be made upon the Land, by the Sta-

tute of 32 Hen. 8. chap. 14.

Secondly, it was agreed unto by all the Judges and Attorney-General before the King and his Counsel, That if a Sute be before the Admiral, for Freight or Mariners wages, or for breach of Charter-parties for Voyages to be made beyond the Sea, although the Charter-parties happen to be made within the Realm, and although the money be payable within the Realm, so as the penalty be not demanded, a Probibition is not to be granted. But if the Sute be for the penalty, or if the Question be made whether the Charter-party were made or not, or whether the party did release, it is to be tryed by the King's Court at Westminster; So that at first it be denied upon Oath that a Charter-party was made, or a denial upon Oath tendred, to which it may be added, that it was there further agreed, That if Sute shall be made in the Court of Admiralty, for building, amending, saving, or necessary wishualling of a Ship, against the Ship it self, and not against any party by Name, but such as for his interest makes himself a party, no Prohibition is to be granted, though this be done within the Realm.

ASSERT. VI.

That the Admiral of England may hold Conusance of things done in Ports, and Navigable Rivers, as touching Damages done to Persons, Ships, and Goods, Annoyances of the Publick-passage, and unlawful Fishing.

l. 39. D. de verb. signif.

Irst, it is apparent that Ports, and Navigable Rivers, are places where Maritime businesses and causes of Difference concerning the same, may happen, as well as on the main Sea it self, and in truth are more proper for fuch affairs, than for any ordinary businesses of the Land, Portus (faith Ulpian) est locus conclusus quo importantur merces & exportantur, and importation and exportation of Goods, do chiefly concern Navigation, and Merchants

Secondly, Flumina navigabilia, that is Navigable Rivers, are of the same condition and use, and it is allowed by the Common Law, that every Water which flows and reflows, is an Arm of the Sea; and Mr. Selden maintains that Navigable Rivers are in the King's special Dominion and Protection, and under the King, within the Jurisdiction of the Admiral: For he shewing the difference betwixt the Admiral of France, and the Admiral of England, faith, the Government of Rivers, which are in the Dominion of the King of France, belongs not to the Admiral of France, but to the special Jurisdiction of those who are called the Presidents or Masters of the Waters, and

Forests: For the Publick Rivers, as he affirms, within the limits of that Kingdom, belong wholly to another Office, and not to that of the Admiral, as it doth to the Admiral

Thirdly, it is evident by the Judgments of Oleron, established for Law in the Admiralty of England, That many causes are resolved concerning Damages done by one Ship to another, failing in the River, and for falling foul one upon another in the Port or Habour, as also for loss done to Merchants Goods in the Ports of discharge by miscarriage in the unloading, by reason of unfit coardage and tackling. It may likewise be sliewed out of the Inquisition taken at Quinborough, that many things done in Ports and Navigable Rivers, are within the Jurisdiction of the Admiralty, as Ship-wrights taking excessive wages, removing of Anchors, cutting of Buoy-ropes, and taking Salmon at unfeafonable times, the ufing of unlawful Nets, the spoyling of Beds of Oysters, the dregging for Oysters and Mussels at unseasonable times, and divers other matters. Against the Admirals Jurisdiction in this respect are pretended likewise Statutes, Book-cases, Judicial Acts, &c. by which it is endeavoured to be proved, That the Admirals Jurisdiction is confined only to the high Sea, and wholly excluded from things done in Ports and Navigable Rivers, which are faid to be within the bodies of the Counties of the Realm. The first Statute is that of 15. Richard 2. which declares, that the Court of Admiralty hath no manner of Conusance, Power, or Jurisdiction of any Contract, &c. or any other thing rising within the Bodies of Counties, either by Land or by Water; which latter part is fo General, and uncertain, that according to the general rule delivered by Sir Edward Coke, before-mentioned, lex generaliter loquens restringenda est, &c. for by the general understanding of it, as it is most generally understood by the Professors of the Common Law, it doth not only debar the Admiral from the Conusance of those causes, which he is supposed to have encroached to the prejudice of the Courts of Common Law, but also from the conusance of those things, which they

De Dominio Maris lib. 2. cap. 18.

they were wont, or ought to have of right, contrary to express meaning of the Preamble of that Statute, as all those Causes which before this Statute did belong

to the Admiral by the Roll of Oleron, and the Inquisition at Quinborough.

But it may reasonably and probably be conceived, that the Statute intending to restrain the Admirals Jurisdiction, intended by the words, Other things in general, such things, about which Actions and Sutes at the Common Law might arise, And having before mentioned Contracts, Pleas, and Quarrels, wherein private persons might have an interest by way of personal Actions, did afterwards add other things arising within the Bodies of Counties, intending thereby publick offences, and such as are against the Crown, as Treason, Murther, Manslaughter, Mayhemes, Robbery, Trespasses, vi & armies, and the like, which interpretation, First is agreeable to the Preamble, which mentions encroachments upon the Jurisdiction, &c. pertaining to the King. Secondly, because the Statute ordaining that such things shall be tryed, discussed, and determined by the Laws of the Land, and not before the Admiral; seems to intend things, which might be tried either way, as Offences of that Nature, which done on the Sea, might have been tried before the Admiral, and being done on the Land were to be tried in the Courts of Common Law. Thirdly, because the reservation in the conclusion of the Statute Provides, that nevertheless of the Death of man, or Mayheme done in great Ships, being, and hovering in the main stream beneath the Bridges next to the Sea, the Admiral shall have Conusance, which being in the nature of an Exception, implies, that the things before mentioned in general, were to be understood of Offences, or matters of the same nature, and condition.

Sir Edward Coke where he cites the Statute of 15. Rich. 2. notes, that it was to be observed, how curious the makers of it were, to exclude the Admiral from all manner of Jurisdiction, within any Water which lyeth within any County of the Realm; but if his words be considered, his curiosity goes far beyond them, for whereas the words of the Statute Anciently and generally have been received, only beneath the Bridges next or nigh the Sea, he renders it only beneath the Points of the same Rivers, The French word Pounts, being easily turned into Points, which Criticism might have the better passed, if it might be known what were meant by Points of Rivers; we understand by Points of Land, some extreme parts or ends, which in respect of the rest, are of a more accute figure, but Rivers towards the Sea, (which way the Criticism looks) grow broader, or wider, sar from any Angular acutenes; Again, we commonly say above, or beneath the Bridge; but if we speak of the extremites, we say behither or beyond, within or without the Lands end; besides, whereas the words in that place are Ships riding in the main Stream of Navigable Rivers, it may be doubted where that main Stream can be

found beneath the points of the River.

The former reading of the Statute, viz. beneath the Bridges, is agreeable to an ancient Edition of the Statutes at large Printed 1543. above a hundred years fince; fo Rastals Abridgment, and Poultons Collection of the Statutes, and is so received by Crompton in his Jurisdiction of Courts, where he writes of the Admiralty, according to the Statutes. It is further consirmed by a Manuscript Copy of the Statutes in French, in the Library of Merton College in Oxford, in which are these words, Nieme meyns de mort de omme, & de mayheme, engrosses neifs, estants & overantes, amy le haut so des grosses reviers tant seculament, par-avali des pounts, des mesmes les riviers, & L'n Admiral conusance.

The second Statute that may be applied to this purpose is that of 5 Elizabeth, Chap. 5. which relating to divers things made offences by that Statute, ordains, that all and every of the said offences done on the main Sea, or Coasts of the Sea, being no part of the bodies of any Counties of the Realm, and without the Precinct, Liberty and Juridiction of the Cinque Ports, and out of any Haven or Pier, shall be determined by the

Lord Admiral.

Touching this Statute it may be observed, That the end thereof was according to C c the

the Title, for the maintenance of the Navy, and as for a mean to that end, for the imploying of English Shipping, especially for the bringing in of Fish, for which purpose it provides, That Wednesdays should be held Fish Days; That none shall demand toll of Fish brought in Subjects Ships; That no Herring unsalted should be bought out of strangers bottoms; besides, that no Wares should be carryed from Port to Port; and that no Wine, nor Woad shall be brought in but in English Ships, of which businesses it might be more sit for the Officers of Corporate Sea-Towns to enquire, than for the Admiral, which the Parliament understanding, might without prejudice to his Jurissication in other matters except from him touching offences of

that kind, the enquiry within Havens and Piers:

Besides, whereas Sir Edward Coke recites the words, That all such Offences shall be tryed before the Admiral; the words of the Statute are, before the Lord Admiral of England, or his Lieutenant or Deputy or Deputies, and other Justices of Oyer and Terminer, according to the Statute of the 28 Hen. 8. for Causes of Piracy. So that it concerns not the Admiral in his ordinary capacity, but as he is chief in that Commission. And whereas Sir Edw. Coke from this concludes, That by the Judgment of the whole Parliament, the Jurisdiction of the Admiral is wholly confined to the Sea, and Coasts of the Sea, being no parcel of the County, how strongly soever he conceives it, under favour it is no good Argument, to infer from these new created offences, of which he is to enquire in an extraordinary way, that he hath no Jurisdiction in other matters, which did formerly belong unto him, especially touching Navigable Rivers, of which in this Statute there is no mention, nor exception.

Moreover, whereas the Judgment of the Parliament in this Statute is to confidently urged for the limiting of the Admirals Jurisdiction, it is defired, that to the points in question, two other Statutes, the one long subsequent to that of Rich. 2. the other not long preceding that of the 5. of Queen Elizabeth, may be taken into

confideration.

The first is that of 28 Hen. 8: Chaples 5. concerning the Tryal of Piracies, and other crimes committed within the Admirals Jurisdiction, wherein it is declared, That all Treasons, Felonies, Murthers, Robberies, Confederacies committed in or upon the Sea, or in any other Haven, Creek or place, where the Admiral, or Admirals have, or pretend to have Jurisdiction, shall be enquired, tried, heard, or adjudged by the Admiral, and others appointed by the Kings Commission under the Great Seal, in such offence had been comforted by the Realm as shall be limited in the Commission, as if any such offence had been com-

mitted upon the Land, &c.

The end of this Statute was, that whereas Piracies, and other offences committed within the Jurisdiction of the Admiralty, were formerly tryed according to the Civil Law, and Ossenders could be Convicted onely by Consession of the parties, and proofs by Witnesses, to reduce the I rial of the same to the course of the Common Law by a Jury of Twelve men; by which Statute, although the Manner of the Tryal of Ossender were altered, yet the Limits of the Admirals Jurisdiction are allowed to extend not onely to the Sea, but to Havens, Creeks and places, where the Admiral, or Admirals have, or pretend to have Jurisdiction. And in the Commission of Oyer and Terminer grounded on that Statute, the places of Ossender committed, to be heard and determined before the Admiral, and others, are thus described, Tam in aut Juper mari, aut aliquo portu, rivo, Aqua dulci, creea, seu loco quecunque infra sux maris ad plenitudinem, a quibuscunque primis pontibus versus mare, quam juper littus maris, & alibi ubicunque infra jurisdictionem nossimam Maritimam, aut limites Admiralitatis Regni, nostri, & Dominiorum nostrorum By which words, not onely power is given to hear and determine Ossences in those places; but it is likewise declared that those places do belong to His Majessies Maritime Jurisdiction, and of his Admiralty.

The fecond Statute is that of the first of Elizabeth, Chap. 17. made for the prefervation of Spawn and fry of Fish, and the remedies thereof, being provided, it is ordained, That the Lord Admiral of England, and the Lord Mayor of London for

the time being, and all and every other, which lawfully have, or ought to have any confervation, or preservation of any Rivers, Streams or Waters; shall have power to enquire according to that Ad, which plainly shews, that the Parliament then conceived, that the Admiral of England had power and Jurisdiction to some purposes in Rivers and Streams, salt and fresh, otherwise, he had not been named in the first

place, amongst those who had right of conversation of the same.

The Jurisdiction of the Admiralty as to publick offences and causes criminal fince the Statute of 15 Rich. 2. hath been so well settled by the Statute of 28 Hen. 8. that there can be little occasion of difference touching those matters betwixt the Courts of the Common Law, and the Court of Admiralty; yet Sir Edward Coke having unnecessarily collected many other legal Authorities which may be applied to maintain that by the Common Law the Admirals Jurisdiction did not extend to Ports and Navigable Rivers, it may not be amiss to examine the grounds and weight of the chiefest of them, which may be reduced to two heads; First, such as shew that Havens and Navigable Rivers are within the bodies of Counties, and that the Common Law hath held plea of things done in them. Secondly, That the Courts of common Law have punished such as have sued in the Admiralty Court, for things done in Ports and Navigable Rivers.

Touching the first, these Authorities might be intended.

First, That in the time of Edw. the first, a Replevin was brought for the taking of a Ship on the Coasts of Scarborough in the Sea, and carrying her into the County of N. The Defendant although he pleaded that the thing was done on the Sea, was over-ruled to answer, from whence amongst other things Sir Edw. Coke makes a special Observation, That when the taking of a thing is partly on the Sea, and partly on the Land, the Common Law shall have the Jurisdiction.

Secondly, That in the time of Edw. 2. It was held, That where one may see

what is done on one part of the Water, and on the other, it was held no part of the Sea, and that the Coroner shall exercise his Office in this case, and of this the

Country may have knowledge.

Thirdly, That in the 43 of Edw. the Third, fixty Acres of Marsh ground over which the Sea did flow and reflow, were adjudged parcel of the Mannor of Brancaster, belonging to the Abbot of Ramsey, and by consequence were within the

body of the County to the low Water mark.

Fourthly, That in the 46 of Edw. 3. an Action of Trespass being brought in the Kings Court against certain Persons of Hull, for taking a Ship in the Haven of the Town, the Mayor and Bailiss demanded Conusance by Charter of the King, by which it is granted, that the Citizens and Burgesses of Hull, should not be impleaded, Alibi de transgressionibus infra Burgum, quam infro Burgum, which was allowed, and the Haven lying within the Burrough, by consequence was within the

County.

How far these Authorities conduce to the proof of the head proposed, may be doubted, but as to the ground of the head it felf, which is fo much infifted on. That where the Courts of Common Law have Conusance, the Court of Admiralty can have no Jurisdiction, under favour it is sufficient, for in the same place several Courts to several purposes may have distinct Jurisdictions, Robberies and divers other Offences committed in Forrests, are Prosecuted before the ordinary Justices, Jurisdiet. of and yet the Justice in Eyre concerning vert, Venison and other things retains his Carte p. 283. special Jurisdiction. In France as Sanction Writes, the Lords of Mannors adjoyning ib 2. de Eaux Green are concerning vert, Venison and other commodities by Greens are. to Navigable Rivers, have several Rights of Fishing, and other commodities, by 1. cap. 1. the Kings grant or by Prescription, and if they be disturbed they may have their remedies, in the Ordinary Courts of Justice, but as touching the free use of the Rivers in respect of Navigation, and that which concerns the Publique, the special Officers called the Masters of the Waters, (whose Authority in this Kingdom belongs unto the Admiral) have the charge thereof, and if any Impediments be given, or Annoyances done in those respects, it belongs to their Jurisdiction and power to reform the same. C c 2

Touching the particulars, and first of that of the Replevin in the time of Edw. 1. concerning a Ship taken in the Sea, and brought into a River, and the Defendants being over-ruled to Answer, the Reason was, as Berry the Chief Justice said, because the King would have the Peace kept, as well by Sea, as by Land, Mr. Selden 32, p.31, in his Notes upon Fortescue, recites the case more fully and gives another Reason, viz. That William Crake de Holtham was Summoned to Answer a complaint of Fobert de Beause, for taking away a Ship of the value of 40 l. on the Sea, near Scarborough, to which it was pleaded by the Counsel, that the Plaintiff did count or declare of a thing taken on the Sea, out of any County, fo that if the matter were put in iffue before the County, it could not be refolved what Sheriff should Summon the Country, and that the Admiral was appointed by the King to hear and determine Sutes of things done on the Sea, &c. Whereunto Berry Chief Justice of the Common Pleas Answered, we have a general Power throughout all England, but of the Power of the Admirals of which you speak, we know nothing, neither will we Affign our Power to them without Commandment from the King, touching which you shew nothing; Haward said, The place is so near, that if a man had killed one there, he should have been taken, and brought to the Land, and Hanged, as well as if the Fact had been committed on the Land; Mettinggam faid more, we tell you that we have power of things done on the Sea, as upon the Land, and therefore we order you to answer; The Reason which Mr. Selden gives, was because in those times the Common Law had Conusance of things done on the British Sea within the view of the Land, although afterwards it kept its limits, infra corpus comitatus, Leaving the Sea wholly to the Admiral; So that according to the Verse, sometimes applyed by Sir Edward Coke, Judicis officium est, ut res ita tempora rerum Quærere, the Case adjudged in the time of Edw. 1. can be no president for subsequent times, when the Admiralty Jurisdiction was better settled: and fo it falls out with Sir Edw. Coke's Observation upon that Case, viz. That when the taking of a thing is partly in the Sea, and partly in a River, within the County, the Common Law shall have the Jurisdiction, because that in latter times, it hath been refolved otherwise, as in the Mayor of Harwich his Case, which was, That the Vice-Admiral of England having seized a Mast floating on the Sea, caused certain Fisher-men to draw it to shore at Harwich in Suffolk, where the Mayor then claiming Admiralty Jurisdiction, likewise seized it, for which he being sucd in the Admiralty Court of England, moved for a Prohibition; but the Judges were of Opinion that it did belong to the Admiral of England, and denied a Prohibition, because the seizure at Sea, and drawing to shore at Harwich was one continued Act: and therefore the drawing it to shore at Harwich, gave no right to the Mayor of Harwich. The like may be gathered from a Resolution in communi banco, 40 Eliza. viz. An Inhabitant of Plymouth, being Owner of a Ship, joyned in the Furnishing and Victualling her, and fent her to Sea, in which imployment the Captain of the Ship by Piracy took a French-mans Ship Laden with Salt, and brought her into Plymouth, and fold his Salt to the Owner; whereupon the French-men fued the Plymonth-man being Owner, in the Admiralty Court, for the Ships goods, and upon suggestion that part of the wrong was done upon the Land, a Prohibition was awarded, but after a long debate, a Confultation was granted, because the first wrong was done upon the Sea.

Secondly, Touching the Coroners Exercifing his Office (in the time of Edw. 2.) in an Arm of the Sea, where one might fee what was done on one side, and on the other; whereupon Stanford concludes that by the Common Law, before the Statute of the 2 Hen. 4. (or rather of 15 of Rich. 2.) the Admiral had no Jurisdiction, but on the high Sea, which onely Authority, saith Sir Edward Coke, was sufficient to over-rule all Questions. It may be observed what was delivered in the precedent Case, concerning those times; and it may be further noted what Mr. Selden Writes of the power and Authority of the Sheriffs in those times, Sæculls priscis antequam summorum Admirallorum authoritas, &c. In ancient times before

Lib. 2. c. 1. p. 188.

the Authority of the high Admirals of England was sufficiently Established by our Kings, and so distingushed, that the Government of the Sea did wholly belong unto them, the Sheriffs had some Authority in the Sea adjoyning to the County, which did appear in that they did execute the Kings Precepts upon the Sea, and convey the Kings Ships from one Port to another, through the Seas, which was done about the time of Hen. the 3. and of Edw. the 1. but in subsequent times, it was never heard of, possquam omnimoda Maris custodia, &c. after that all manner of guarding the Sea, &c. was by our Kings referred to the High Admiral, and to them only and their Deputies, which now belongs unto them by right unquestionable. In which times if the Coroner did Exercise his Office, where at this time he cannot, for the reason asoresaid, it may be granted, but no good Argument can be drawn from those times to the times following, when

the Admiralty-Jurisdiction was better settled.

Thirdly, The Authority of the Marsh Grounds, over which the Sea did flow and reslow, adjudged to be within the Mannor of Brancaster in the time of Edw. 3. whence it is concluded to be within the County, is taken up by Sir Edw. Coke upon the credit of Dyer: But Sergeant Callis in his Readings cites the Record in this manner, Contra Abbot de Ramsey de quodam processu facto, versus dictum Abbot, ad ostendendum quare sexaginta acra Marisci in manum Domini Regis non debent seizari. Et Abbas respondet quod ipsa tenet Manerium de Brancaster quod scituatum est juxta Mare, & quod est ibidem Mariscus qui aliquando per Fluxum Maris minoratur, aliquando per Fluxum Mardo augetur, &c. By which it is apparent, that those grounds were claimed by that King, as waste and floated grounds, and no parcel of the Mannor, which the Abbot did justifie, and howsoever they might be part of the County, yet they could not be places concerning which they might grow any Question of Jurisdiction, for although they were subject to slowing and reslowing of the Sea, yet they were not either fit for the Sayling, nor arriving of Ships; and admitting that some thing may be inferred from thence to prove that places where the Sea floweth may be within the bodies of Counties, yet it doth not wholly exclude the Admiral from having Jurisdiction, by Sir Edw. Cokes Learning, in Sir Henry Constables Case, where he sheweth, That it hath been resolved by the whole Court, that the soyl over which the Sea doth flow and reslow, inter le High-water mark, and the Low-water mark, the Land may be parcel of a Mannor of a Subject, and yet it was resolved, That when the Sea did slow ad plenitudinum, the Admiral should have Jurisdiction of any thing done upon the Water, betwixt the High-water mark, and the Low-water mark, by the ordinary and natural course of the Sea, and when the Sea doth reslow the Land may appertain to a subject, and then any thing done upon the Land shall be Tryed at the Common Law, for it is then parcel of the County, whereupon he makes an Observation, That beyond the Low-water mark the Admiral always hath Jurisdi Tion, and betwixt the High-water mark, and the Low-water mark, the Common Law, and the Admiralty have divisum impertum interchangeably, and why the same should not hold as well in Arms of the Sea, as in the open Sea, may deferve fome confideration.

Fourthly, The allowance of the Common Law, of the Haven of Hull to be within the Burrough, in respect of an Action of Trespass determinable at the Common Law, for the Reasons before shewed in general, it doth not hinder but that in the same place if damage be done by one Ship to another, remedy may be given according to the Judgments in the Roll of Oleron, and fo in respect of the place, though not of the cause, the Common Law, and the Admiralty may have conjun-

Etum imperium occasionally.

Secondly, There remain those Authorities which shew that the Courts of Common Law have punished, and restrained such as have sued in the Admiralty for things done in Havens and Navigable Rivers, as by actions of double Damages, Premunires, and Prohibitions.

Touching the first it is related, That 6 Hen. 6. John Burton in the Common Pleas recovered against Bartholomew Putt, for double damages 1400 l. for that the faid Putt had fued Burton in the Admiralty for entring and taking away three Ships with Merchandizes and Prisoners, with force of Arms, Super Altum mare, whereas the taking thereof was in the Haven of Bristol, intra corpus Comitatus.

Again, That the like Action 12 of Henry 6. was brought by Robert Cupper, against John Reyner, who had sued him in the Admiralty Court for entring his Ship

in the Haven of Iarmouth, infra Corpus Comitatus Norf.

Secondly, concerning Premunires, it is faid, That 38 of Hen. 6. one was brought by John Cassy, against Richard Beauchamp, and Thomas Paunce, for that they fucd him in the Admiralty Court for taking away certain Jewels Juper Altum mare, whereas he took them apud Stratford-Bow infra corpus Comitatus Middle-

Again. That in the 9 of Hen. 7. a Premunire was brought for a Sute in the Admiralty Court for taking and carrying away, Quandam naviculam apud Horton Key, at South Lynn, supposing the same to have been done super altum mare.

It cannot be denied but that these Authorities especially contain forcible Arguments, and fit to fright men from fuing in the Admiralty Court, but how reasona-

ble, it may be considered.

Touching the Action of double Damages, in the leading Case of Burton against Put, the point of Issue was (as it may be supposed) whether the thing done in the River of Bristol, were done within the Body of the County, and Eight Terms (as Sir Edw. Coke relates) were spent in deliberation of the Case, which argues that the Judges could not eafily agree upon the fame, and happily the Reafon was, because the Statute of Henry 4. for double Damages, relates onely to that of the 13 of Richard the 2. chap. 5. and the Action was layed upon that of the 15 Richard the 2. chap. 3. Touching things done within the Bodies of Counties, it being not proper to extend a penal Law from one Statute to another; and how rightly it was so adjudged, may be better considered; and it may be thought upon, why that being a leading Case, and having received so long deliberation, the Reasons of the Resolutions of the Judges are no way published.

It may be farther noted as to our purpose, that the taking of Ships in the Haven of Bristol was done with force of Arms, which made it more than an ordinary business, of which the Admiral claimeth the Conusance in such places, but was of the condition of those matters which belong unto him onely upon the Sea; the other Cases of double Damages, for ought appears to the contrary, might be for

matters of Treipais, committed likewise by Force and Arms.

Touching Premunires brought for suing in the Admiralty Court, Sir Edw. Coke faith, That they being brought upon the Statute of the 16 of King Rich. 2. for fuing in Curia Romana aut alibi, are so evident, and of so dangerous a consequence, as no application shall be made thereof. And for the dangerous consequence it is most true, for that the penalty intended in that Statute extends to the Imprisonment of the Person during pleasure, and the loss of all his Goods, and of the profits of his Lands during Life; and for the application which he forbears, it may be conceived that his meaning was that the Admiral, or his Judge might be made liable thereunto; but for the Evidence that by Curia Romana aut alibi, the Court of Admiralty should be understood, under his favour it is not so clear; nor if the Statute be well considered, can it with any Reason be maintained, the word Alibi, or essewhere in that Statute was in truth intended of Avignion in France, or some other place, to which the Pope and his Court in those times did usually remove; and that Statute being intended to exclude the Foreign Authority of the Pope, it might be thought necessary to debar the People of this Kingdom from having intercourse to the Popes Consistory, whether at Rome or any where else; and when the Popes Authority and his Laws were in force in this Kingdom, and no way depending upon the Crown, the word Alibi, or elsewhere, was held to extend to Bishops Courts, if they medled with Temporal Causes belonging to the Kings Courts, especially if they took upon them to reverse, or disparage

Judgments given in the Courts of Common Law; but how the word Alibi should be applyed to the Kings Court of Admiralty, never relating to any Foreign Power, and proceeding onely by those Laws which are allowed by the King to be in force in that Court, it is a Mistery beyond any ordinary imagination. It may be further Noted, that although it be said that the two Premunires were brought upon such occasions, yet it doth not appear that any Judgement was given upon any of them.

Lastly, For confirmation and conclusion of this Point; it may be added, that before the King and his Council it was likewise agreed unto by all the Judges, That the Admiral may inquire of, and redress all Annoyances and Obstructions in Navigable Rivers beneath the first Bridges, that are any Impediment to Navigation and Passage to and from the Sea; and also try all personal Contracts and Injuries done there which concern Navigation upon the Sea, and that no Prohibition is to be granted in

Such Cases.

ASSERT. VII.

That the Admiral of England may hold Plea of Contracts, and other things done beyond the Sea, relating to Navigation and Trade by Sea.

O maintain that the Court of Admiralty may hold Plea of Contracts, and other things done beyond the Sea; It is alledged, First, That by the Ordinance made by King Edward the First, and His Lords, at Hastings, which is extant in the Antient Book of Admiralty, it was Ordained that Charum Contract, &c. That every Contrast made between Merchant and Merchant, or betwixt Merchant and Mariner beyond the Sea, or within the flood-mark, shall be Tryed before the Admiral, and no ways else-

Secondly, It may be taken into consideration, That such businesses amongst Merchants and Seamen, are to be determined according to the Civil Law, and equity thereof, as also according to the Customs and usages of the Sea; Mr. Selden in his Notes upon Fortescue, observes out of Bartolus, Quod in Curia mercatorum debet judicari ex æquo & bono, omissis juris solennitatibus, which the Admiralty Judges may, and do Observe, but the Courts of Common Law hold they must do otherwise. Malines relates an instance of a Merchant-stranger, who having sold Commodities to three several Merchants of London, took one Bond of them all for the payment of 300 l. and one of them breaking, and being Imprisoned, he was contented to Compound with him for the fifth part of his Debt, or for 20 1, in lieu of a 100 l. conceiving him as a third party to be liable for no more; and having received that fum, gave him a Release, and afterwards the two other parties neglecting to pay him their parts he was advised to Sue them at the Common Law, where he was given to understand, That if a man Release one of his Debtors, who is bound with others, by way of acquittance, they are all Released and acquitted thereby, which was contrary to the Rule of Equity, and that fimplicity and just dealing which is expected amongst Merchants, which do not admit that a mans action should operate beyond his intention, and that a favour yeilded to one in necessity, should not extend further to his prejudice, in respect of those which were in better condition.

Thirdly, to the like purpose, it is observed, that in Contracts and Bargains, betwixt fuch Persons, those Solemnities are not required which are necessary in Deeds at the Common Law, as of Signing, Sealing and Delivering, to make their Bills and Obligations of force, and the bearers of fuch Bills according to the course of Merchants, shall be admitted to demand, and recover without Letters of At-

Fourthly, It is considerable, that Instruments made beyond the Sea, have usually Clauses relating to the Civil Law, and to the Law of the Sea. Malines shews, That when two or three take up Mony at Interest, and all bind themselves as Principals, generally according to the Civil Law and custome of Merchants, every Person is bound, but for his own part, and therefore, where it is intended, that for the better security, every man should be bound in solidum, in the Instrument of the Contract, there is a Declaration and Renunciation made of all Priviledges, and especially of those which are called, Exceptio divisionis, & ordinis excussiones, and beneficii Epistola divi Adriani. In Wests Presidents concerning Merchants Assairs, there are the like forms, as where a man obligat se haredes & Executores suos, omnia bona mobilia

P. I. G. 13.

P. 1. c. 13.

Simmobilia, præsentia Ssutura, tam ultra quam citra mare, ubicung; existentia, renucians omnibus Ssus sexceptionibus, Sc. and amongst the rest he declares the form of a general Procuration to sue for Debts in a Foreign Country, wherein it is specified that power is given ad Libelles, Petitiones, Sc. articulos dandum, datisque respondendum, ad Lites contestandum, Se de calumnia vitanda juramentum, in animam constitueutium præstandum; all which are as strange to the Law of this Land, as the places from whence they proceed.

Fifthly, For that, as Fortescue affirms, Contracts and Bargains made amongst strangers in another Realm, must be proved (otherways than in the Courts of Common Law) by Witnesses, which, faith he, cometh to pass, because in those parts there be no Neighbours, by whose Oaths Juries of Twelve Men may be made, as in Contracts and other cases arising within the Realm, is accustomed to be done.

To avoid the Admiral's Jurisdi Iton in holding Pleas of Contrasts, or things done beyond the Sea, Sir Edward Coke assirms, That Bargains and Contrasts so made, wherein the Courts of Common Law cannot adminster Justice, did belong to the Constable and Marshall, for the Jurisdiction of the Admiral is wholly contined to the Sea, which is out of any County; Whence it may be gathered, That as to this point he intends for Authorities the Statutes of the 13th of Richard the Second, which sets forth the Jurisdist ion both of the Constables and Marshals Court, as also of the

Court of the Admiralty.

That concerning the Constable and Marshal, is as far from the purpose, as it was from Sir Edward Coke's Thought to give any addition of Power to that Court. The Act declares, That to the Constable and Marshal it belongs to have Conusance of Contracts, and Deeds of Arms out of the Realm; whence it is inferred, That therefore out of the Realm, the Admiral shall have no Conusance of Contracts, or matters concerning Navigation, and Trade: It may be better argued from the Act, That as the Parliament allowed to the Constable and Marshal, Jurisdiction in Causes of Arms, and War, arifing both within and without the Realm, which cannot be determined by Common Law, fo it did intend Causes of Navigation and Trade arising either within or beyond the Seas, to be tryed by the Admiral, The Nature and Quality of the business, more conducing to the point of Jurisdiction, than the Circumstances of the place where it happens; The Statute which allows the Admiral to meddle with things done upon the Sea, by Sir Edward Coke's leave, doth not confine his Jurisdiction to the Sea, in respect of any place beyond the Sea, It is rather pretended to debar him from medling with things done within the Realm, which notwithstanding, it being formerly shewed, that the Admiral may hold plea of Maritime Causes arising from Contracts made within the Land, it may be less needful to labour to prove that it doth not hinder him from taking Conusance of Sutes concerning Navigation and Trade, arising from Contracts made and businesses done beyond the Sea.

The other Authorities which may be callected, to prove how the Admiral hath no Jurisdiction of things done beyond the Sea, are a Writ in the Register, and Fitz

Herbert, and a number of Prohibitions.

That of the Register is, If Goods be taken from an English-man in Spain, or beyond the Sea, and the party cannot obtain Justice there, he shall have a Writ of the Sheriff to arrest the Bodies offenders, and to seize their Goods to the value, which proveth, saith Sir Edward Coke, that the Admiralty cannot hold Plea thereof, for that the party hath remedy at the Common Law; That Argument is as good, as if he had said, There lies a Writ of Withernam at the Common Law, therefore no Letters of Reprisals can be granted in the Admiralty. It stands with great reason, that if a Subjest be spoiled of his Goods in another Realm, and can have no remedy there, that the party, or the Goods belonging to him, being sound within the Jurisdistion of the Common Law, they should be made liable to satisfaction; And why should it be thought unreasonable, that upon the like occasion, if the party, or his Goods be sound within the Jurisdistion of the Admiralty, the Sub-

Dd

ject should have remedy there? By this Authority concerns not Contract, or Bar-

gains made beyond the Sea.

Besides, how far this Writ agrees with the Common Law, it may be considered, in regard, Mr. Selden writes, in Tribunalibus nostri Juris Municipalu, &c. in our Courts of Common Law, the Jurisdiction hath been ever held to be such, that according to the strict Laws antiently practis'd, an Action could not be brought upon a business, hapning elsewhere, than within the Kingdom, as for many Ages fince it hath been held, that the Action ought to be rejected, unless the ground of it be arising for something done within the Body of a County: And Sir Edward Coke recites divers authorities, by which the fame is maintain'd as agreeable to the Common Law. But this Law, he allows, where the things were totally done out of the Realm, and Implies, that it is otherwise, where the Contract is made one Realm, and the Performance ought to be in another, for then (fays he) as to the present purpose of necessity, the Conusance must be where the Contract was made, for otherwise there can be no Tryal had at the Common Law, and that it is most reasonable that it should be so, because the Contract is the ground and soundation of the Debt; But now in case a Contract be made in partibus exteris & transmarinis, whereby payment or performance is to be made within the Realm, notwithstanding the Contract be the ground and foundation, yet the Jurisdiction follows the place of payment and performance, and no doubt for the fame reason, because otherwise there could be no pretence for a Tryal at the Common Law, so that the Rule is framed to the building, and not the building to the Rule.

The last Argument is, That divers Prohibitions have been granted upon Sutes brought in the Admiralty, for things done in partibus exteris & transmarinis, and the first is as ancient as the 36th of Henry the Eighth. But upon what Contracts, businesses, or occasions those Sutes were grounded and commenced, it is not specified; And to conclude this point as the former, First, the third request of the Judge of the Admiralty in the year 1575. (viz.) That the Judge of the Admiralty according to such ancient Order made by King Edward the First, and his Council, and according to the Letters Patents of the Lord Admiral for the time being, and allowed of other Kings of this Land ever since, and by Custom time out of memory of Man, may have Cognition of all Contracts and other things arising as well beyond, as upon the Sea, without let or prohibition; The Answer

is, That it is agreed upon by the Lord Chief Justice and his Collegues.

Secondly, All the Judges before the King and his Council Oftavo Caroli agreed, That if Sutes shall be commenced in the Court of Admiralty for Contracts made, or other things done beyond the Sea, or upon the Sea, no Prohibition is to be awarded.

Concerning the Concessions of the Judges of the Kings-Bench, and the Resolutions of all the Judges alledged for the Confirmation of the precedent Assertions, it may be noted, That touching the former, by them are intended certain Answers of the Chief Justice and other Judges of that Bench, to the Requests of the Judge of the Admiralty in the Year 1575. of which mention is made in the complaint of the Admiral, Objection 7. wherein it is set forth, That the Agreement made in Anno Dom. 1575. between the Judges of the Kings-Bench, and the Court of Admiralty; for the more quiet and certain Execution of Admiral-Jurissistion, was not observed, to which Sir Edward Coke answers, that that supposed Agreement had not been delivered unto them, but having heard the same read before His Majesty (out of a Paper not subscribed with the hand of any Judge) they answer, that for so much thereof as differs from their present Answers, it was against the Laws and Statutes of the Realm, and therefore the Judges of the Kings-Bench never assented thereunto, as it is pretended, neither doth the phrase thereof agree with the Terms of the Laws of the Realm.

It it is not probable that Dr. Dunn, then Judge of the Admiralty, would have produced such an Agreement to the Judges before the King, but that he had some

ground

ground for the same, which being supposed, it may as well infer that those Concessions were agreeable to the Laws and Statutes of the Realm, because those Judges did assent unto them, as that they did not assent because they were not agreeable to the fame; And it may as well be doubted, whether those things wherein those Answers at time did differ from the Resolutions of all the Judges in the 8th of King 8. Carok Charles, were agreeable to the Laws and Statutes of the Realm, as it is confidently affirm'd, that wherein those Concessions did differ from those Answers were against the same, wherein the phrase of the Requests and Answers is not agreeable to the terms of the Common Law, is not so much considerable, as how the matters therein contained may consist, both with Law and Equity; and to that end it may not be amiss to recite them, as they are extant in several Manuscripts in which are collected things of those times remarkable, both concerning the Ecclesiastical Courts, and the Courts of Admiralty, as followed.

12. of May, 1575.

The Requests of the Judge of the Admiralty to the Lord Chief Justice of her Ma- Sir Christo-

jesties Bench, and his Colleagues, with their Answers to the same.

ties Bench, and his Colleagues, with their Answers to the same.

That after Judgment or Sentence given in the Court of Admiralty, in any Cause

Dr. Davy

Dr. Davy or Appeal made from the same to the high Court of Chancery, it may please them Lewis, Judge to forbear the granting of any Writ of Prohibition, either to the Judge of the said of the Admiralty. Court, or to her Majesties Delegates, at the sute of him by whom such Appeal I Request. shall be made, seeing by choice of Remedy in that way, in reason he ought to be contented therewith, and not to be relieved any other way.

It is agreed by the Lord Chief Justice and his Colleagues, that after Sentence Answer. given in the Delegates, no Prohibition shall be granted. And if there be no Sentence, if a Prohibition be not fued for within the next Term following Sentence in the Admiralty-Court, or within two Terms after at the farthest, no Prohibition

shall pass to the Delegates.

That Prohibitions hereafter be not granted upon bare Suggestions or Surmises, 2 Request. without summary Examination and Proof thereof, wherein it may be lawful to the Judge of the Admiralty, and the party defendant to have Counsel, and to plead for the stay thereof, if there shall appear cause.

They have agreed that the Judge of the Admiralty, and the party defendant Answer. shall have Counsel in Court, and to plead to stay, if there may appear evident

That the Judge of the Admiralty according to fuch an ancient Order, as hath 3 Request. been taken by King Edward the First, and his Council, and according to the Letters Patents of the Lord Admiral for the time being, and allowed by other kings of the Land ever fince, and by Custom time out of memory of Man, may have and enjoy cognition of all Contracts, and other things, rifing as well beyond, as upon the Sea. without let or Prohibition.

This is agreed upon by the faid Lord Chief Justice, and his Colleagues.

That the faid Judges may have and enjoy the knowledge of the breach of Char- 4 Request. ter-parties, made betwixt Masters of Ships and Merchants for Voyages to be made to the parts beyond the Sea, and to be performed upon, and beyond the Sea, according as it hath been accustomed time out of mind, and according to the good meaning of the 32d. of Henry 8. chap. 14. though the same Charter-parties be made within the Realm.

This is likewise agreed upon, for things to be performed, either upon, or beyond Answer. the Sea, though the Charter-party be made upon the Land, by the Statute of the 32d. of Hen. 8. cap. 14.

That Writs of Corpus cum Causa, be not directed to the said Judge, in Causes of 5 Requestthe nature aforesaid, and if any happen to be directed, that it may please them to accept of the Return thereof, with the Cause and not the Body, as it hath always been accustomed. Dd 2

Anfwer.

If any Writ of this nature be directed in the Causes before specified, they are content to return the Bodies again to the Lord Admiral's Goal upon certificate of the Cause to be such, or if it be for contempt or disobedience to the Court in any such Cause.

Touching the Resolutions of all the Judges, 8. Caroli, it may be considered, That in the presence of the King's Majesty, and Twenty three Lords, and others of his Majesties Council, they were subscribed unto by all the Judges, (viz.) Thomas Richardson, Robert Heath, Humphrey Dawenport, John Denham, Richard Hutton, William Jones, George Crook, Thomas Trevor, James Weston, Robert Barkley, Francis Crawly, and also by Henry Martin Judge of the Admiralty, and William Noy the Attorney General, and the Transcript thereof was ordered to be Entred in the Register of the Council Causes, and the Original to remain in the Council Chest,

18. Feb. 1632.

Sir Edward Coke, concerning the Answers and Resolutions of the Judges, to those things which he calls Articuli Cleri, 3. Jacob. saith, That although they were not enacted by the authority of Parliament, as the Statute of Articuli Cleri, in the 9th of Edward the Second, was, yet being resolved unanimously, by all the Judges of England, and the Barons of the Exchequer, they are for matters of Law, of highest authority, next unto the Court of Parliament; And it may be thought that these resolutions of all the Judges touching the Jurisdiction of the Admiralty, ought to be of no lower esteem, the rather for that the unanimity of all the Judges to the former, must be taken upon the credit alone of Sir Edward Coke, but as to the latter, the Evidence thereof doth appear by the joynt subscriptions of all before named; which is likewise attested by Sir George Crook, who was one of them, who in his Reports of Hillary Term 8. Caroli, under the title of Resolutions upon Causes of Admiral-Jurisdiction, writes that it was agreed, as followeth.

First, If Sute should be commenced in the Court of Admiralty, for Contracts or other things personally done beyond the Sea, no Prohibition is to be awarded.

Secondly, If Sute be before the Admiral for Freight, or Mariners wages, or for breach of Charter-parties, for Voyages to be made beyond the Seas, though the Charter-party happen to be made within the Realm, so as the Penalty be not demanded, a Prohibition is not to be granted; But if the Sute be for Penalty, or if question be made, whether the Charter-party be made or no, or whether the Plaintiff did release, or otherwise discharge the same within the Realm, this is to be tried in the Kings Courts, and not in the Admiralty.

Thirdly, If Sute be in the Admiralty, for building, amending, faving, or necessary Victualling of a Ship, against the Ship it self, and not against any party by name, but such as for his interest makes himself a party, no Prohibition is to be

granted, though this be done within the Realm.

Fourthly, although of some Causes arising upon the *Thames* beneath the Bridge, and divers other Rivers beneath the first Bridge, the Kings Courts have Conusance, yet the Admiral also hath Jurisdiction there, in the point especially mentioned in the Statute of the 15th of *Richard* the Second, and also by Exposition, and Equity thereof, he may enquire of, and redress all Annoyances and Obstructions, that are or may be any Impediment to Navigation, and passage to or from the Sea, and also to try personal Contracts, and Injuries done there which concern Navigation on the Sea, and no Prohibition is to be granted in such cases.

Fifthly, If any be imprisoned and upon habeas Corpus brought, it be certified, that any of these be the cause of his Imprisonment, the party shall be

remaunded.

Subscribed the 4. Feb. 1632. by all the Judges of both Benches.

Sir George Crook's Reports being published by Sir Harbotle Grimston, are approved and allowed as for the common benefit, by the Judges then being, (viz.) by John Glynn, Oliver St. John, Edward Atkins, Robert Nicholas, Matthew Hales, Hugh Windham, Peter Warburton, and John Parker.

It may be prefumed, that what so many persons, Eminent both for their Place, and also for their knowledge of the Laws and Statutes of the Realm, did so deliberately and cautiously resolve upon, and others of like quality have countenanced, ought to be received and respected as sufficient Authorities, as to those points whereof they did declare their Resolutions, notwithstanding the confident Opinions of any others, either private, or singular persons, to the contrary: And that the King's Majesty and his Councils approbation being added thereunto, should be of force enough to lettle all doubts and differences concerning the fame, the rather, for that antiently (as before is shewed) the Kings of England, with their Council only, have made Constitutions concerning the Admiralty, and that in point of Jurisdiction, and his apparent by the ancient Record, cited both by Mr. Selden, and Sir Edward Coke, That the most famous Prince, King Edward the Third (in whose time the Admiralty received its chief establishment) in the Twelsth Year of his Reign, did consult and advise with his Council, and his Judges concerning the same; And it may seem strange, that whereas by the Statute of the 13th of Richard the Second, (whose Acts are insisted upon as the greatest obstructions to stat. 1.6.2. the Admirals Jurisdiction) the King's Council alone are enabled to decide, what belongs to the Constables and Marshals Jurisdiction, the King himself with his Council and Judges, should not have as much power to determine what belongs to the Jurisdiction of his Admiral.

ASSERT. VIII.

That the Courts, and Judges of the Common Law, do intermeddle, and interrupt the Courts of Admiralty in Causes properly belonging to the same.

Itherto it hath been Endeavoured to be made appear, That the Proceedings in the Courts of Admiralty, in the chief points in difference with the Courts of Common Law, may confift with the Laws and Statutes of the Realm; It may now be taken into Confideration, how far the Proceedings of the Courts and Judges of the Common Law, in intermedling with Causes properly belonging to the Admiralty, and in obstructing the Proceedings of that Court, may be justified; By the former, is intended their drawing of such Causes by actions of Trover, and of Trespass, to their Conusance, by the latter their disparaging of Stipulations, and prescribing the forms of Libels in such Causes.

The former may the rather be infifted upon, in regard Sir Edward Coke doth fo often, and so earnestly in general enveigh against the encroaching of the Court of Admiralty upon the businesses belonging to the Courts of Common Law, and in particular where he chargeth, That in the blessed time of Poace, those who belong to that Court, wanting businesses proper to that Jurisdiction, do encroach upon matters belonging to the King's Courts, lest they should sit idle, and have nothing to do; the like practice of encroaching being far more unexcusable in those, who belong to the King's Courts, which do always abound with businesses sufficient

for the same.

Concerning the Actions of Trover. Amongst the grievances complained of by the Admiral, 8. Jacob. It is presented in the first place, That whereas the Conufance of all Contracts, and other things done on the Sea, belonging to the Admiral's Jurisdiction, the same are made tryable at the Common Law, by supposing the same to have been done in *Cheapside*, or such places: And under favour, the answer thereunto is neither clear, nor direct, nor to the purpose; For the ground of that answer being laid, That the Admiral hath no Conusance of any thing done within any County, it is said, That it is not material whether the place be upon the Water, Infra fluxum Aquæ; but whether it be upon any Water within the County; Wherefore it is acknowledged, That of things done upon the Sea, out of any County, the Admiral ought to have Jurisdiction, and that no Presidents can be shewed that any Prohibition hath been granted for any Contract, Plea, or Quarrel, for any Maritine cause done upon the Sea. In this answer it is confest, That the Admiral ought to have Jurisdiction of things done on the Sea, and that no Prohibitions have been granted for any fuch causes; but whether by the supposal or fiction of a Ships arriving in *Cheap-fide*, the Courts of Common Law do hold Plea of things done on the Sea, it is neither confessed nor denied, much less is there any reafon given for the same. Where it is said, It is not material whether the place be upon the Water, infra fluxum & refluxum Aquæ, but whether it be upon any Water within the County, That may be true, in respect that it is supposed that all things done it the County belongs to the Conusance of the Common Law; but when the place where a thing is done belongs apparently to another Jurisdiction which prerends as well to the right of the place, as to the right of the cause, the place of the action can no ways be suppressed, and another suggested in the room thereof; for if that be permitted, the one Jurisdiction being the greater, a more potent may

foon swallow up the other, not only to the prejudice of the Subjects for whose good the divertity of Courts were erected, but also the wrong of the Prince from

whom those Jurisdictions are derived.

Sir Thomas Rydlye in his view of the Civil Laws, further shews how injurious to the Admiralty, and unreasonable this practice is, in regard that in Law no Fistion ought to be admitted, but fuch as is both possible and equitable; First, That it ought to be Possible, because otherwise it were to admit that by way of supposition, which Nature will not allow; and therefore although one that is dead, to some constructions of Law, may be seigned to be alive, if at that time any of his equals in age be still living, yet one who dyed two hundred years since, cannot to any purpose be supposed to be living, all of the same age being long before dead. Secondly, The Fiction ought to be Equitable, because if there be no reason for it, it is altogether unnecessary and useless; and therefore although the Law may admit a Fiction and supposition, that a Child in the Mothers Womb, is already born, for its benefit, in regard that otherwise it might be deprived of its Filial portion, or fome other right in equity belonging to it; yet where there is no such reason or equity, it ought not to be admitted, as vain and ridiculous; But for the fiction of a Ship to arrive in wardo de cheap, where there is no Water to bear or carry, is of a thing utterly impossible; and it is wholly void of equity, because a Tryal of any business thereupon cannot obtain any just and fair remedy thereby at the Common Law, which might not have been had in the Court of Admiralty, which is a more competent and proper Court, for the tryal of fuch things, than any Court of the Common Law.

Secondly, Concerning Actions of Trespass, the Admiral in his ordinary capacity claiming no Jurisdiction of offences against the Crown, but only on the Sea, and of wrongs and injuries done in other places without force or violence, to make such Causes tryable in the King's Courts, it is suggested, that they were done vi & armis, which is the usual form of Indictments of Trespasses in the King's Bench (as of cutting of a Purse) although in truth there were no fear, nor violence used in com-

mitting the fame.

Touching the interrupting and obstructing the Proceedings in the Court of Admiralty in Caufes properly belonging to the lame, concerning Stipulations and Libels, although it may be presumed, that what Sir Edward Coke affirms, That where Coke's 4 Rethe principal matter is acknowledged to be of Ecclesiastical Cognisace, the Temporal Judges Ports, p. 29. ought not to call in question the form of Proceedings, though they be against the reason of H.7.9. the Common Law, because Cuilibet in sua arte merito credendum, that the same should be allowed in the Admiral Court.

Yet in the third Objection of the Complaint, 8. Facob. it is shewed, That whereas time out of mind the Admiral-Court hath used to take Stipulations for appearance and performance of the Acts and Judgments of the fame Court; It is now affirmed by the Judges of the Common Law, that the Admiralty-Court is no Court of Record, and therefore not able to take fuch Stipulations, and hereupon Prohibitions are granted to the utter overthrow of that Court. The answer whereunto is, That the Admiralty proceeding by the Civil Law, is no Court of Record, and therefore cannot take any fuch Recognizances as a Court of Record may do. and for taking of Recognizances against the Law of the Realm, we find that Prohibitions have been granted, as by the Law they ought: And if an erronious Sentence be given in that Court, no Writ of Errour, but an appeal to certain Delegates doth lie, as it is apparent by the Statute of the 8. Eliz. Regina, Cap. 5. which proveth that it is no Court of Record. Whereunto it may be replied:

That fome things done by, or before the Admiral, are matters of Record, may B. b. f. 28 & be maintained from an ancient Ordinance of King Richard the First, with advice of p. 15. the Lords, at Grimsby, viz. That when the King writes by his Letters Patents to the Admiral to arrest Ships more or less for his service, and that the Admiral should write to his Lieutenant to see things put in execution accordingly, for asmuch as the Admiral

and

and his Lieutenants are of Record, After the Admiral shall have written to the King, or to the Chancellour of England, the names of the Ships arrested, together with the names of the Owners and Masters of them, in that case neither the Owner of the Ship, nor the Master, shall be admitted to say that the Ship is not arrested; but admitting that the Court of Admiralty is not a Court of Record in ordinary matters, no more are the Stipulations taken there, such Recognizances as are required to be taken in Courts of Record by the Common Law, those Stipulations causing no privileged obligations before other bonds, nor extending to any part of mens Lands, which is otherwise in Recognizances taken in Courts of Records by the Common Law; And it may seem strange that Sir Edward Coke acknowledging and allowing the proceedings of that Court to be according to the Civil Laws, taking of Stipulations or Bails for the Parties appearance, and the performances of Decrees and Sentences in that Court, prescribed by the Civil Law, Ne judicia sint elusoria, and universally practifed, where judicial proceedings are according to that Law, as likewise in this Kingdom in the Constable and Marshal's Court, and in the Courts of the Universities proceeding by the Civil Law, the same should not be allowed in the Admiralty-Court.

And the complaint in this point may feem the more considerable, in regard that, to the Publique Notaries about the Exchange, without Exception or Controll it hath been allowed, That Merchants appearing before them, (in a manner nearer to the Recognizances of the Common Law) do acknowledge bonds, and bind, Se Executores, & bona tam immobilia quam mobilia presentia in sutura, And sometimes themselves being absent, the same things are done in their names by their Servants, or Factors, Exhibiting Procurations from them to that purpose; And it may be noted, that amongst Sir Edward Coke's Authories there cannot be descerned any Statute, Judgment, or Book-case, to make good the Answer to that Objection, in the Complaint.

Secondly, concerning Libels in the Court of Admiralty, The Lord Hobard in Audly and Jennings case affirms, that if a Contrast in truth were made at Sea, and in the Admiral's Court it be laid generally, without faying super alto mari, a Prohibition might lye, for the Libel must warrant the Sute in it self; But Justice Reeves in his Argument, Paschæ 22. Caroli, differs from him in opinion, and distinguishes betwixt a particular Jurisdiction, created in diminution of the general Courts of Common Law, and a particular Jurisdiction over things that never did belong to the Courts of Common Law, but which is wholly diffinet from the same: In the first case he consesset that it is necessary to allege the cause of Action to arise within the new created Jurisdiction, because prima facie, nay de Jure, the Courts of Common Law have general Jurisdiction of those things, but in the later case, as of the Admiralty, if the cause be Maritime, there is no need to averr it to have been done upon the Sea, out of any respect to the Courts of Common Law, for that it doth not tend to the diminution of any of those Courts, and for Consirmation thereof he affirms, That the Jurisdiction of the Marshalsey, stands partly upon the Statute Articuli Super Chartas, and the words of that Statute are as restrictive, as any words of the Statutes touching the Admiralty, and by the Books of the Common Laws, the Marshall cannot hold Plea in some cases unless both parties be of the King's Houshold, nor in any case unless one of the Parties be so; yet it is resolved, That the Declaration is good, although it be not averred therein, that any of the Parties be of the Houshold, and therefore a Fortiori it is not necessary in the Admiralty to specifie in the Libel the thing to have been done, super alto mari, the Admiralty Jurisdiction being more distinct from the Common Law, than that of the Court of Marshalfey.

ASSERT. IX.

That the trial of Causes concerning Navigation and Trade in the Court of Admiralty, is more commodious for the Subjects, and Kingdom of England, than in the Courts of Common Law.

Ow much the maintenance and advancement of Navigation, and Trade by Sea, concerns the Kingdom, and Subjects thereof, Sir Edward Coke delivers, who faith, That Trade and Traffique is the lively- Comment up-bood of a Merchant, and the life of the Common-wealth, wherein the King- on Magna Chart.fol.28. dom, and every Subject hath interest; For the Merchant is the good Bailiff of the Realm, to Export, and Vent the Native Commodities, and to Import and bring in the necessary Commodities, for the defence and benefit of the Realm. So much is confirmed by several Acts of Parliament, fram'd by common consent of the King-The Statute of the 32.0f Henry 8. chap. 24. lets forth, That it is notorioully known that the Realm of England, for the most part, is invironed with the Seas, so that the Subjects cannot convey, and transport their Wares, Merchandizes, and Commodities by Land, but only by Ships, and that the Navy, and multitude of Ships of the Realm, is very commodious and necessary, as well for the intercourse and concourse of Merchants, conveying and transporting their Wares and Merchandizes, and a great defence and security to this Realm, as well to offend and defend, as also for the maintenance of many Masters, Mariners and Seamen, and also hath been the chief maintenance and supportation of Cities, Towns, Havens, and Creeks near adjoyning unto the Sea-coasts: Likewise that of the 43.0f Elizabeth, chap: 12. declares, That it hath always been the Policy of this Realm, by all good means to comfort and encourage the Merchant, thereby to advance the general wealth of this Realm, the Kings Customs and Strength of Shipping, &c.

It hath been formerly observed, That for the encouragement of those who main- Sholes sintage. tain Trade by Sea, in all Nations and States there have been special Judges appointed 47. ii. 37. to hear and determine causes concerning Trade and assairs of the Sea; and it may be further noted, that such Judges have been directed to proceed at such times, and in such manner, as might best consist, with the opportunities of Trade, and least hinder or detain Men from their Imployments. Amonst the Gracians, as at Athens, Petitus de Leit was provided, That all Sutes betwixt Seamen and Merchants should be determined gibus Assiciss in those vacations when the Seas were barred, or in those Months when Navigation was 1.5. it. 5. reftrained; So much is confirmed by Salmatius, Eo tempore quo oritur Arcturus navigationes fuas ut plurimum definebant mercatores, domunque redibant Boedromion quippe mensis qui Septembri respondent, quo tempore serè Arcturus oritur, terminus erat navigationum Atticarum, ideo ab eo mense Munichionem usque wuo mense iterum se mari committebant, ac vela dabunt, Mercatores Athenienses in urbe desidebant, & lites suas disceptabant, ut videre est apud Demosthenem adversus Apaturium. Amongst the Ro- C. de Nauframans likewise, for the better dispatch of Causes concerning Sea-businesses, the Judges gin 1,5 & ibi were ordered to proceed, Levato velo, and de plano, without that Soleminty, and Cujacius. Formality which was used in ordinary Courts, and Causes; So in Italy, Spain, and France, the Judges proceed in Causes concerning the Sea, Summarily and in a more compendious way than other Judges use; And the like, as Sir John Davies relates, hath feemed to the wisdom of this Kingdom, Our Parliament, saith he, have not only made extraordinary provisions, for a more speedy recovery of debts due unto Merchants,

for their Merchandizes, than is provided by our Common Law, as appears by the Statute of Acton Burnel, made the 11th of Edward the First, and the Statute De Mercatoribus, made the 13th of Edward the First, but also hath allowed a Court of Proceedings in Cases of Merchants, different from the course of our Common Law; For by the Statute of the 27th of Edward the Third, cap. 2. it is declared, That the proceedings in Causes of Merchants shall be from day to day, and from hour to hour, according to the Law of the Staple, and not according to the course of the Common Law; and by another Article in the same Parliament, That all Merchants coming to the Staple shall be ruled by Law-merchant, touching all things coming to the Staple, and not by the Common Law of the Land; and by another Article, That neither of the Benches; nor any of the Judges of the Common Law shall have any Jurisdiction in those Cases. To which may be added the Statute of the 32. of Henry 8. chap. 15. and of the 43. of Elizabeth, chap. 12. which direct, That such Causes betwixt Seamen and Merchants shall be ordered summarily, and without delay, and as discretion shall seem most convenient. All which was, and may be observed in the Court of the Admiralty, which in many Causes proceed at any time, and in all Causes summarily, and according to Equity, but neither is, nor can be observed in Courts of Common Law, which are open

only in Term times, and proceed in an ordinary and strict way.

Secondly, For the advantage of those who use Navigation, and Trade by Sea. The Law-merchant and Laws of the Sea admit of divers things not agreeable to the Common Law of the Realm, which may be better infifted on in the Court of Admiralty, than in the Courts of the Common Law. So much is declared by Sir Fohn Davyes, relating feveral Instances to that purpose. First, If two Merchants, saith he, be joynt Owners, or Partners of Merchandizes, which they have acquired by a joynt Contract, the one shall have an Action of Account against the other, Secundum Legem Mercatoriam, but by the Rule of the Common Law, if two men be joyntly seized of other Goods, the one shall not call the other to account for the same. Second, If two Merchants have a joynt Interest in Merchandizes, if one dye, the surviver shall not have all, but the Executor of the party deceased, shall by the Law-merchant call the surviver to an account for the Moity, whereas by the Rule of the Common Law, if there be two joynt Tenants of other Goods, the Surviver Per jus accrescendishall have all. Third, In an Action of Debt upon a simple Contract, which is without a Deed in Writing) the Defendant by the Common Law may wage his Law, That is, he may barr the Plaintiff from his Action, by taking an Oath that he doth not owe the Debt, but when one John Cumpton, Merchant, brought an Action of Debt Secundum Legem Mercatoriam against another Merchant upon a Contract, without Deed, and the Defendant would have waged his Law, he was not permitted so to do, and the Judgment was given for the Plaintiff. It is not hereby intended that the Courts of Common Law cannot or do not take notice of the Law-Merchant, in Merchants Cases, but that other things likewise considered, it might be thought reasonable, if they so desire, to allow them the choice of that Court, where the Law-Merchant is more respected, than to confine them to other Courts, where another Law is more predominant, Befides. there may be danger of doubt thereof, because those things are not approved for proofs at Common Law, which are held fufficient in the Admiralty amongst the Merchants; for as Sir John Davies surther observes, At the Common Law no mans Writing can be pleaded against him, as his Act, and Deed, unless the same be sealed, and delivered: But in Sutes between Merchants, Bills of Lading, and Bills of Exchange, being but Tickets, without Seals, Letters of advice, and Credence, Policies of assurance, Assignations of Debts, all which are of no force at the Common Law, are of good credit and force by the Law-Merchant. To which may be added, what Malines observes, That the bearer of fuch Bills, by the course amongst Merchants, shall be admitted to demand, and recover the Contracts, without Letters of Attorney, which is not admitted in the Common Law. It is moreover considerable, That the Law of the Sea looks one way, when the Common Law looks another; As for instance, A Ship is Freighted, or hired for a Voyage to the Indies, at 20 l. per month by Charterparty, it appeareth that having been eight Months in the Imployment of the Merchant, who Freighted her, before she makes any Port, with her Lading she perisheth in the Sea, in this case by the Common Law, as it hath been averred, the Owner of the Ship ought to have Freight for eight Months: But by the Law of the Sea, which hath always been allowed, The Merchant losing his Goods, the Owner loseth his Freight; Again, if the Owner loseth his Freight; Again, if the Owner loseth his Freight, the Mariner, although he escape, loseth his Wages for the time he served, which happily would not be

thought fo if he fued at the Guild-Hall for the fame.

Thirdly, For encouragement and advantage of those who use Navigation and Trade by Sea, it is considerable, that in the Court of Admiralty, one and the same Action may be brought against diverse and several persons, undertaking the same business, as when many joyn in subscription to a Policy of assurance, but if a Sute be brought at the Common Law, every man must be sued severally, which the Parliament in the Act concerning assurances, held inconvenient; and in the like manner, divers and several Persons may joyn in the same Sute, as Mariners for Wages, at a small charge to themselves, with little prejudice to the Masters, or Owners which are sued, and obtain a Decree or Order altogether, whereas when they sue at the Guild-Hall, every man sues severally, to the great charge of every particular, and to the excessive damage of the Masters, or Owners, if Judgments be given against them, Besides the inconvenience, (of which the Statute of the 28. of Henry 8. cap. 15. takes notice) That if Mariners, or Shippers, which by reason of their often Voyages and Passages must depart, without long tarrying and protracting of time, be ensorced to attend the ordinary terms of the Common Law.

Fourthly, The Court of Admiralty for the conveniency and dispatch of Merchants, and Seamens Causes, admits of Proofs, which the Courts of Common Law do not allow, for in that Court according to the Civil Law, the Plaintiff may be relieved by the Desendants answer upon Oath, which in the ordinary Courts of the Common Law is not afforded; Again, whereas in those Courts the Evidence must be produced at the Barr, before the Jury, Seamen, and Mariners, which are many times necessary witnesses, for the reason before express, cannot be present without great prejudice to themselves and the Trade of the Kingdom; But in the Admiralty Court they may be produced at any time after the Sute is begun, and their Examinations being taken in Writing, they have liberty to follow their own, and the common occasions. Moreover, many times in causes concerning Navigation, and Trade by Sea, no proof can be made but by Witnesser remaining in Foreign parts, to which the Writs of the Common Law do not extend, but those Witnesses by Commission out of the Admiralty-Court, are usually sworn and examined by Magistrates in those places, and their examinations to taken are allowed for sufficient proof upon return

Divers other Instances might be given, by which it would appear that the Court of Admiralty can give redress in Sutes concerning Navigation and Trade with more conveniency than the Courts of Common Law; But these considered, and how much it concerns the good of the Kingdom, and those who support Navigation and Trade, may be sufficient to discover, which Court may be best justified in proceeding in Causes of that nature.

What inconvenience may follow both to the Private and Publick by the interpofing of Courts of Common Law, and by obstructions made unto the Admiralty in such businesses, may appear in one particular, that is concerning Charter-parties and Freight due for imployment of Shipping. There is but one instance given of a Sute brought at the Common Law upon a Charter-party, viz. the 28. of Elizabeth, which was on the Merchants part for breach of Covenant, viz. for not staying in a Port of discharge so many days as were agreed upon, for which the Owner was condemned in 500 l. without any respect to the Loss or Damage which the Merchant had sustained: And if it be considered how many Clauses there are in Charter-parties, and Covenants of things to be performed for which the Owners

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are bound under a general penalty, if upon every breach advantage should be taken in extremity, no man would have great comfort in hiring out Ships to Sea: And it may be observed, that there is no President that ever any man sued for Freight at the Common Law, which argues much difficulty in that way, as probably the performance of the Voyage being to be maintained by such proofs as cannot be produced in those Courts. And whereas it is affirmed, That infinite Prohibitions have been granted in Causes commenced in the Admiralty upon Charter-parties, it must follow, that thereby was occasioned infinite loss to the Owners of the Shipping, it being most probable by what hath been observed, That the cause for Freight being stopped in the Admiralty, there was no means to recover the same in the Courts of the Common Law. For that is a certain Rule, That that Merchant which declines that Court knows he is in no danger elsewhere; and it falls out many times, That for long Voyages great sums are due for Freight, and Merchants not always having good success, are sometimes put to their shifts, but how far it stands with the dignity of the High Courts to countenance, or in truth afford protection to such shifts, we leave them to consider, but no man can conceive otherwise, than that those courses must needs more weaken the Shipping of the Kingdom, than divers Ordinances and Constitutions intended for the maintenance thereof can possibly advance the same. Besides the decay of Shipping, these things conduce to the impoverishing of Mariners who are the life of Shipping, for Freight is said to be the mother of Wages, and the Owner losing his Freight, the Mariner cannot so well obtain his Wages, and in consequence must betake himself to some other course

The like inconvenience falls out in Trade and Commerce, when Prohibitions are granted for Contracts, or things done in partibus exteris & transmarinis, The Merchant if he can avoid the Admiralty where he must answer upon Oath, and proof may be made by Commission, thinks himself secure from any danger at the Common Law. And although it may be supposed that remedy may be given in the Chancery, yet howsoever it is possible it is not usual for that Court to send Commissions into Foreign parts, and the pretence is for the right of Jurisdiction in the King's Courts of the Common Law, without respect to the Chancery, to which Sir

Edward Coke feems to be no great friend.

FINIS.

THE

ANCIENT SEA-LAWS

O F

OLERON, WISBY,

ANDTHE

HANSE-TOWNS,

Still in Force.

Taken out of a French Book, Intitled,

Les Us & Coutumes de la Mer.

AND

Rendred into English, for the Use of

NAVIGATION,

By GUT MIEGE, Gent.

LONDON,

Printed by J. Redmayne, for T. Basset at the sign of the George near St. Dunstan's Church in Fleet-street, and Eliz. Smith under the Piazza of the Royal-Exchange, M. C. D. L. X. X. V. I.

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OLERON, WISBY, and the HANSE-TOWNS.

Still in Force.

Efore I begin with those Laws which are here set forth for the Use of Navigation, it will not bebe improper to give an Account of the Places, from whence they are denominated.

OLERON is the Name of an Island, and of the chief Town thereof. The Island is situate over against Saintonge, a Province of France, and Part It lies in the 46. Degree of Northern Latitude, betwixt the Isle of Ree Northward, and the Mouth of the River Charente Southward.

The same is very fruitful, and pleasant. It yields plenty of Corn, and pretty good Wine, store of Game, and good Fishing. There is also made yearly a very great Quantity of Salt, wherewith most of the Provinces of the Western Ocean use to be furnished. In short, this was anciently the Place of Recreation for the Dukes of Aquitain, who caused here a Castle to be built.

But Nothing has so much raised the Fame of this Island, as the Reputation of the Maritime Laws, which bear the Name of it. The Laws of Oleron, which for the space of 500 Tears have generally been received by all the States of the Christian World that frequent the Ocean, for regulating the Sea-Affairs, and for deciding Maritime Controverses. Whereby the Rhodian Laws wore out of 'Use, and became antiquated.

As for the Credit of the Work, the French (but especially those of Aquitain) assume it to themselves. To make it out, my French Author says, that Queen Eleanor, Dutchess of Aquitain (the Wife of Henry II. King of England, and Mother to Richard I.) being returned from the Holy Land, made the first Draught of these Laws; and called them Roole d'Oleron, by the Name of this her beloved Island. To which Laws, fays he, her Son King Richard, being likewise returned from his Expedition in the Holy Land, made some Additions, and that still under the same Title. All which he backs with these Arguments, That these Laws were written in the old French, after the Gascon Dialect, and not in English; That they were made particularly for Bourdeaux Voyage, for the Lading of Wines and other Commodities in the said Place, and for the Transporting and Unlading of them at S. Malo, Caen, and Rough, Sea-Port Towns of France; and lastly, That there is not so much as any mention made of the Thames, England, or Ireland.

Whereas the learned Selden, in his Treatise De Dominio Maris, attributes to the English Nation the Glory of his Work, and does not want sound Arguments for it.

But, whether the English or the French ought to have the Credit of it, or share it amongst Them; certain it is, that these Laws are equally memorable for their Antiquity, and to be reverenced for their Justice and Equity.

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Laws of OLERON.

Hen a Man is made Master of a Ship, or other Vessel, and the said Ship or Vessel belonging to several Part-Owners departs from her own Port, and comes to Bourdeaux, Rouen, or any other Place, and is there fraighted for Scotland, or some other forrein Country; the Master in such Case may not sell the said Vessel, unless he hath a Procuration or a special Order for that purpose from the Owners. But, in case he want Monies for the necessary Provisions of the said Vessel, he may for that end, with the Advice of his Mariners, pawn or pledge part of the Tackling of the said Ship or Vessel.

If a Ship, being in an Harbour, waits for her Fraight to depart therewith; the Master ought, before he depart, first to advise with his Company, and say, Sirs, What think you of this Weather? Whereupon perhaps some will tell him, It is not safe yet to Sail, the Wind being but newly changed, and we had best first to see it settled; and others possibly will say, The Weather is good and sair. In such Case, the Master is to concur with the major Part. Upon sailure of which, if the Ship should come to be lost, he shall make good the same (if he have wherewithall) according to the full Value, upon a just Appraisement.

If any Vessel happen, through missortune, to be cast away, in what Place soever it be, the Mariners are bound to save as much of the Lading as they can. And, if they save part thereof, the Master shall allow them a Competency to get home to their own Country. And, in case they save so much as may inable the Master to do this, then he may lawfully pledge to some honest Person such Part thereof as may serve for that Purpose. But, if they have not indeavoured to save the Things aforesaid, then the Master is not bound to provide for them; but he ought to keep them in safe custody, until he knows the Pleasure of the Owners. And this he ought to do like a faithful Master; otherwise he shall be bound to give Satissaction.

If a Vessel coming from Bourdeaux, or any other Place, happen in her Voyage to be Indamaged, and the Mariners save as much of the Lading as possibly they can; And yet the Merchants and the Master are at variance, the Merchants requiring their Lading from the Master: In this Case the Merchants ought to have it, paying the Fraight for that part of the Voyage the Ship has made, according to the quantity of the Goods, and the length of the Voyage, if so please the Master. But, if the Master please, he may repair his Vessel, if he can readily do it; otherwise, he may lure another Ship, to soil the Voyage. And then the Master shall have his Fraight for so much of the Goods as are saved, to be reckoned Liver by Liver, and the saved Goods shall pay the Costs of their Salvage. And, in case the Master and Merchants promised the People of the Country, that should help to save the Ship and her Lading, a Third or one Moity of what by their Help should be saved, for venturing their Lives in so doing; the Justice of that Country ought well to consider their Pains and Labour, and to reward them accordingly, notwithstanding the Promise made unto them by the Master or by the Merchant.

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When a Vessel departs from any Country, Laden or Empty, and arrives at any Port or Harbour, none of the Mariners ought to go out of the Ship, without the Master's Leave. For in such a Case, if the Vessel should happen to be lost, or by any Misfortune be damnified, they must make Satisfaction for the same. But, if the Vessel be moored with two or three Anchors, they may then lawfully go out of her without the said Master's Leave; Provided they leave behind them on Ship-board such a Number of the Ships Company, their Fellow-Mariners, as is sufficient to look to the Vessel and her Lading. Provided also, that they return again in due time to their said Vessel. For, if they stay longer than is meet, and any Mischance happens to the Ship, they ought to make Satisfaction, if they have where withall.

VI.

If fome of the Mariners that hired themselves with the Master, go out of the Ship without the Master's Leave and make themselves so Drunk as to occasion Wrangling and Fighting, whereby some happen to be wounded; In such Case the Master is not bound to get them healed, or in any Thing to provide for them. On the contrary he shall be free to discharge them, and to turn them out of the Ship, both them and their Assistants. And, if they come to reckon, they must make up whatever they remain owing to the Master. But, if the Master send any of his Mariners about the Ship-Service, who therein happen to be hurt or wounded, in this Case they ought to be healed, and provided for at the Costs and Charges of the said Ship.

VII.

When any Sea-man falls fick in the Ship, the Master ought to send him to Shore, and provide him with a Lodging. He is also to furnish him with Light, either Lamp or Candle-light, and to spare him one of the Ship-boys, or else hire a Woman, to attend him. He shall likewise afford him such Diet as is used in the Ship, and the same Quantity that was allowed him when he was in health, and no more, unless it please the Master to allow him more. And, if a better Diet be required, the Master shall not be bound to provide it for him, unless it be at his own Costs and Charges. In case the Ship be ready for her Departure, she ought not to stay for the said sick Party. And, if he recover, he ought to have his sull Wages, deducting only such Charges as the Master has been at for him. But, if he die, his Wise or next of Kin ought to have what is due to him.

VIII.

When a Ship laden to fail from Bourdeaux to Caen, or some other Place, is overtaken at Sea by a Storm, so that she cannot escape without cashing some of her Lading and Merchandize over-board, for lightening the said Ship, and preserving the rest of the Lading, and the Vessel it self; Then the Master ought to say, Sirs, It is convenient to cast over-board some of the Ships Lading. And, if there be no Merchant but what gives his consent, or approves thereof by his Silence; Then the Master shall use his own Discretion, and cast over-board some part of the La-And, if the Merchants do not like of it, but that they gainfay or contradict it; the Master nevertheless ought not to forbear casting our so much Goods as he shall see convenient, he and the third part of his Mariners taking their Oath upon the Bible, that keeping their right Course, they were fain to cast part of the Lading over-board, to fave their Lives, and the Ship, and the rest of the Lading. And the Wines, or other Goods, that were can over-board, ought to be prized and valued, according to the just Value of the Goods faved. And, when these shall be sold, the Price thereof shall be divided Liver by Liver among the Mer-And the Master ought to make the Division, and to compute the Damage of the Vessel, or the Fraight at his own Choice. And, to repair the Damage sustained, the Mariners also ought to have a Tun free, and another divided by Lot according as it shall happen, if it appear that he to whose Lot it fell, did the part

of a good and able Sea-man. Otherwise he shall be barred of his Priviledge. And the Merchants in this Case may lawfully put the Master to his Oath.

If it happen, that the Master, by reason of soul Weather, thinks fit to cut down his Mast, he ought first to call the Merchants, if there be any aboard the Ship, and to say unto them, Sirs, It is requisite to cut down the Mast, to preserve the Ship and Lading, it being in this Case no more than becomes my Duty. Nay, it oftimes happens that they cut Cables and Rigging, leaving both the Cables and Anchors behind them, to save the Ship and her Lading. All which Thing are reckoned Liver by Liver, as Goods that were cast over-board. And, when it pleases God, that the Vessel arrives safely at the Port intended, the Merchants shall pay to the Master, without any delay, their Shares or Proportions, or sell the Goods, or pledge them, or procure Mony to satisfie the same, before the said Goods be taken out of the Ship. And, if he has allowed of them, and there happen Controversies and Differences touching the Premises, so that he observes a Collusion therein; the Master must not come by the Loss, but ought to have his Fraight.

When a Master fraights a Ship, he ought to shew his Merchants the Cordage that belongs to her. And, if they see any Thing amiss or wanting, he must rectifie it. For, if for want of good Cordage any Pipe, Hogshead, or other Vessel, should happen to be spoiled or lost, the Master and Mariners ought to make it good to the Merchants. So also, if the Ropes or Slings break, the Master not having shewed them to the Merchants, he must make Satisfaction for the Damage. But if the Merchants say, That the Cordage is good & sufficient, and rest satisfied therewith, and afterwards it happens that they break; in that Case each of them shall share the Damage, viz. the Merchant to whom the Goods belong, and the said Master with his Mariners.

XI.

A Vessel being laden with Wines, or other Goods, and hoysing Sail at Bourdeaux, or any other Place, if the Master and his Mariners have not trimmed their Sails as they ought to have done, and it happens that ill Weather overtakes them at Sea, so that the main Yard shakes, or breaks one of the Pipes or Hogsheads; the Ship being arrived at her Port of Discharge, the Merchant says to the Master, that by reason of his main Yard his Wine was lost. In that Case, if the Master replies, It was not so, both he and his Mariners (be it four or six, or such of them as the Merchants shall think best) must take their Oath, That the Wine was not destroyed by them, nor by the main Yard, or through their Default, as the Merchants charge them: And then the faid Master and his Mariners shall be acquitted thereof. But, if they resuse to make Oath to that esses, they are then obliged to make Satisfaction for the same. For they ought to have ordered their Sails aright, before they sailed from the Port where they took in their Lading.

A Master, that has hired Seamen for a Voyage, shall keep the Peace betwixt them, and do the part of a Judge at Sea. And, if there be any of them that gives another the Lie, before they have Bread and Wine on the Table, he that has given the Lie, shall pay four Deniers. But, if the Master himself gives any other the Lie, he shall pay eight Deniers. And, if any of the Mariners give the Master the Lie, he shall also pay eight Deniers. If the Master strike any of his Mariners, the Mariner ought to bear with the first Stroke, whether it be with the fisst or open hand. But, if the Master do strike more than once, the said Mariner may defend himself. And, if any of the hired Mariners strike the Master first, he shall

pay an hundred Sous, or lose his Hand. X I I I.

When a Difference happens between the Master of a Ship and any one of his Mariners, the Master shall deprive him of three meals before he turns him out of

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the Ship. But, if the faid Mariner do offer in the presence of the rest of the Mariners to make the Master Satisfaction, and the Master resule the same, and resolve (notwithstanding such Offer) to put him out of the Ship; In such Case the said Mariner may sollow the said Ship to her Port of Discharge, and ought to have his Wages paid him as if he had come in the Ship, or as if he had made Satisfaction for his misdemeanour before the Ship-Company. And, if the Master take not another Mariner into the Ship in his stead, as able as the other, and the Ship or Lading happen to be through any missortune damnissed, the Master shall make good the same, if he have wherewithal.

XIV.

If a Ship in her Voyage, lying any where at Anchor, be struck or grapled with another Vessel under Sail, for want of good Steering, whereby the Vessel at Anchor is prejudiced, and the Goods in her damnified; In such a Case the whole Damage is to be in common, and to be equally divided and appraised half by half. And the Master and Mariners of the Ship that struck or grappled with the other shall Swear on the holy Evangelists, That they did it not wittingly or wisfully. The Reason of this Judgment is, That an old Vessel might not purposely come in the way of a better: Which she will hardly do, as long as the Damage must be equally shared.

XV.

When two or more Vessels lye in an Harbour, where there is but littte Water, so that the Anchor of one of the Vessels lies dry, the Master of the other Vessel ought in that Case to say unto him whose Anchor lies dry, Master, take up your Anchor, for it is too nigh us, and may do us a Prejudice. And, if the said Master, and his Mariners, resuse to take up the said Anchor; Then may the other Master and his Mariners (who might be otherwise thereby damnised) take up the said Anchor, and remove it at a farther distance. And, if the other oppose the taking up of their Anchor, and there afterwards happen Damage thereby; they are bound to give full Satisfaction for the same. But, if they had placed a Buoy to the Anchor, and that the Anchor should cause any Damage, in this Case they shall not be bound to repair the Damage. And therefore being in an Harbour, they ought to fasten such Buoys or Anchor-marks, and such Cables to their Anchors, as may plainly appear and be seen at full Sea.

XVI.

When a Ship is arrived with her Lading at Bourdeaux, or elsewhere, the Master of the Ship ought then to say to his Company, Sirs, will you fraight by your selves, or be allowed at the Fraight of the Ship? To which they are to answer which of the two they intend. If they take as the Fraight of the Ship shall happen, they shall be allowed proportionably. And, if they will fraight by themselves, they ought to do it so as that the Ship be not hindered thereby. And, in case no Fraight may be had, the Master is not to blame; and he ought to shew them their Ship-sare, and to weigh it out to each of them. And, if they will there lade a Tun of Water, instead of so much Wine, they may. And, in case there should happen at Sea a Casting of Goods over-board, the Case is the same for a Tun of Water, as in a Tun of Wine, or other Goods, Liver by Liver. But, if Merchants do fraight the said Vessel, they shall have the same Freedom and Immunity as the Mariners have.

XVII.

The Mariners of Brittany ought to have but one meal a day from the Kitchin, because they have Beverage or Drinkings out and home. But those of Normandy ought to have two meals a day, because they have only Water at the Ships Allowance. Only, when the Ship arrives at a Wine-Country, there the Master is to procure them Wine to drink.

XVIII.

When a Vessel hath unloaded, and the Mariners demand their Wages, (whereof some have neither Bed, Chess, nor Cabbin aboard, the Master may lawfully keep back part of their Wages, till they have brought back the Ship to the Port from whence she came, unless they give good Security to serve out the whole Voyage.

XIX.

When the Master of a Ship hires the Mariners in the very Town to which the Vessel belongs, whereof some at their own finding, others of them at his own Costs and Provision; and it happens, that the Ship cannot procure Fraight in those Parts where she is arrived, but must Sail further to get it; Then the Mariners that are at their own finding ought to follow the Master, and such as are at the Masters own Costs ought to have their Wages encreased, Kenning by Kenning and Course by Course, because he hired them to one certain Place. And, if they go not so far as to that Place which was agreed upon, yet they ought to have their full Hire, as if they had gone thither. But they must bring back (with God's help) the Vessel to the Place from whence they took her.

XX.

When a Vessel comes to Bourdeaux, or any other Place, two of the Mariners at a time may take with them to Shore their Proportion of such Victuals as is in the Ship, as also so much Bread thereof as they can eat at once, but no Drink. And they ought very speedily and in good time to return to their Ship, that the Master may not lose the Hire of the Ship. For, if the Master should lose it, and Damage come thereby, they are bound to make Satisfaction. Or, if any of their Company be hurt for want of their Help, they shall bear so much of the Charge of his Recovery as one of his Fellow-Mariners, or the Master with those of the Table shall judge or arbitrate.

XXI.

If a Master lets his Ship to fraight to a Merchant, and sets him a certain Time within which he shall lade his Vessel, to be ready to depart at the Time appointed; and the Merchant do it not within the Time, but keeps the Master and Mariners by the Space of eight Days, or a Fortnight, or more, beyond the Time agreed on, so that by the Merchants default he lose his Time, and the Opportunity of a fair Wind; In such Case, the said Merchant shall make the Master Satisfaction for this his Delay. The sourch whereof is to go among the Mariners, and the other three sourch Parts to the Master, because he finds them their Expences.

XXII.

When a Merchant fraights a Ship at his own Charge, loads her, and fends her to Sca, and the faid Ship comes into an Harbour, where by reason of contrary Winds she is fain to stay till her moneys be all spent, the Master in that Case ought speedily to send to his own Country for mony. But he ought not to lose his Armogan, that is, a good Opportunity. For, if so, he is accountable to the Merchant for all Damages that shall happen thereby. But the Master may take part of the Wines, or other Merchant Goods, and dispose thereof for the present Occasions of the Ship. And, when the said Ship shall be arrived at her right Port of Discharge, the VVines that the Master shall have disposed of shall be valued and appraised at the same Rate as the other Wines shall be commonly sold for, neither more nor less: And the Master shall have the Fraight of such Wines as he has disposed of as aforesaid.

XXIII.

If a Pilot undertakes the Conduct of a Ship, to bring her to S. Malo, or any other Port, and fails in his Undertaking, so as the Ship miscarry through want of Skill; the said Pilot shall make good all the Damages that shall ensue thereby. But, if he be not able to make satisfaction, he ought to lose his Head. And, if the Ma-

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fter, or any of the Mariners, or Merchants, cut off his Head, they shall not be accountable for it. However, before they do it, they ought to know, whether he has wherewith to make Satisfaction.

XXIV.

When a Ship, or other Vessel, arriving at any Place, makes in towards a Port or Harbour, and puts out her Flag, or gives some other sign to have a Pilot come aboard, or a Boat to tow her into the Harbour, the Wind or Tide being contrary, and a Contract is made for piloting the faid Ship into the faid Harbour accordingly; And, forasmuch as in some Places 'tis a Custom, and an unreasonable one, that the third or fourth Part of the Ship lost shall accrue to the Lord of the Place where that fad Accident hapned, as also the like Proportion to the Salvers, and only the remainder to the Master, Merchant, or Mariners; Therefore the Persons contracting for the Pilotage of the Vessel, to ingratiate with their Landlord, and to get to themselves part of the said Ship and her Lading, do like base and treacherous Villains wittingly and designedly misguide the Ship that she may be lost; And then seigning to aid, help, and affift the diffressed Mariners; themselves are the first in pulling the Ship to pieces, in purloyning and carrying away the Lading, contrary to all Reason and a good Conscience; And, that they may be the more welcome to their Landlord, run to his House to bring him the Tidings of this unhappy Disaster; Whereupon the said Landlord comes with his Men, and takes his share, the Salvers theirs, and the Rest is left for the Merchants and Mariners. Which being contrary to the Laws of Almighty God, this Law therefore shall be established, That (notwithstanding any Law or Custom to the contrary) all Landlords, Salvers, and all others that shall take or purloin any of the said Goods, shall be Accursed, Excommunicated, and punished as Thieves and Robbers. And, as for such false and treacherous Pilots, the Judgment is, that they shall be put to a rigorous and unmerciful Death, That very high Gibbets shall be for that purpose set up, as near the Place as conveniently may be where they so guided and brought the said Ship or Vessel to ruin as aforesaid; And therein shall these accursed Pilots shamefully end their Days. Which Gibbets shall be left standing, as a Memorial to the Fact, and as a Caution to other Ships that shall afterwards fail that way.

And, If the faid Lord of the Place were so felonious and cruel as to suffer such barbarous people, and to connive at or abet such Villains, that he may have a share in the Wrack; In such Case the said Lord ought to be apprehended, and all his Goods seized and sold, to be converted into pious Uses, and for satisfaction to such as of Right it appertaineth. And, as for the said Lord's Person, he shall be fastned to a Post or Stake in the midst of his own Mansson-House; which being fired on the sour Corners or Quarters thereof, all are to be burnt together. Which done, the Walls thereof shall be demolished and turned to Rubbish; and there shall a Market-Place be made, for the sale only of Hogs and Swine, to all Posterity.

When a Ship is arrived at her Port of Discharge, and gets there into dry Ground, so that the Mariners think her safe every way, then the Master ought to increase Wages kenning by kenning. And, if in hoising up of Wines they chance to leave open any of the Pipes, or other Vessels, or that they fasten not the Ropes well at the ends of the Vessel, so that the Vessels lips and falls, and so is lost; Or that falling on another Vessel, both are lost; In these Cases, the Master and Mariners are bound to make them good to the Merchants, and the Merchants must pay the Fraight of the faid damnified or lost Wines, because themselves are to receive for them from the Master and Mariners, according to the Value that the rest of the Wines shall be sold for. And the Owners of the Ship ought not to suffer hereby, because the Damage hapned by default of the Master and Mariners, it not sastening the said Vessels of Wine.

XXVII

If two Vessels go a fishing in Partnership, as of Mackerels, Herrings, or the like, and do set their Nets, and lay their Lines for that purpose; the one of the Vessels ought to imploy as many fishing Engines as the other, and so they shall divide the Profit equally, according to the Covenant made betwix them. And, if it happen, that one of the said Vessels perish with her fishing Instruments, and the other escaping arrive in safety; the surviving Relations or Heirs of those that perished, may require of the other to have their part of the Gain, and likewise of their Fish and fishing Instruments, upon the Oaths of those that are escaped. But they are to have nothing of the Vessel it self.

XXVIII.

If any Ship, or other Vessel, sailing to and fro, and coasting the Seas, whether in the way of Merchandizing, or upon a Fishing Design, happen by some missortune, through the Violence of the Weather, to run against the Rocks, and there to be shattered and broken, be in what Coasts, Country, or Dominion soever; and the Mariners, Merchant or Merchants, or any one of them, escape and come safe to Land; In this Case the Lord of that Place or Country where such missortune hath hapned, ought not to hinder or oppose the Saving of as much of the Ship or Lading as may possibly be faved, by those who have escaped as aforesaid, or those to whom the faid Ship and her Lading belong. But on the contrary, the Lord of that Place or Country ought, by his own Interest, and by those under his Power and Jurisdiction, to be aiding and assisting to the said distressed Mariners and Merchants, in faving their Ship-broken Goods, and that without taking any thereof from them. Nevertheless there ought to be a Consideration for the Salvers, according to Equity and a good Conscience, and as Justice shall appoint; Notwithstanding what Promise in that Case has been made to the Salvers by such distressed Merchants and Mariners, as is declared in the fourth Law. And, in case any one shall do contrary hereunto, or take any part of the faid Goods from the faid poor, distressed, ruined, and Ship-broken Persons, against their wills, or without their consent, the same shall be Excommunicated by the Church, and shall received the punishment of Thieves. unless speedy Restitution be made. And there is no Custom or Statute whatever that can protect him against the said Punishment.

XXIX.

When a Ship, or other Vessel, entring into an Harbour, happens by misfortune to be broken and perish, and the Master, Mariners, and Merchants on board her to be drowned, and the Goods thereof be driven ashore, or sloating on the Sea, without being fought after by those to whom they belong, not knowing any thing of the Difaster; In this doleful Case, the Lord of that place ought to send Persons to fave the faid Goods, and fuch as shall be recovered he shall secure and put into fafe Custody. Which being done, he ought to take care (as much as in him lies) to give notice thereof to the Friends or next of Kin of the Parties fo drowned; and to satisfie the Salvers according to their pains, not out of his own Purse, but out of the Goods faved. And the remainder shall be left wholly to the said Lord's custody, for the space of one Year, if in that time they to whom the said Goods did appertain do not appear and claim the same. The Year being fully expired, the said Lord shall publickly sell and dispose of the said Goods (unless he please to stay a longer time) to fuch as shall bid most; And the Moneys proceeding of the Sale thereof shall be converted to pious and charitable Uses, as in relieving the Poor, in providing Marriages for poor Maids, and doing therewith fuch other Works of Piety and Charity as is agreeable to Reason and a good Conscience. And, if the said Lord should assume the said Goods either in whole or in part unto himself, he shall by so doing incur the Curse or Malediction of our Mother the Holy Church, with the foresaid Penalties, without ever obtaining Remission, unless he make Satisfaction.

If a Ship happen to be loft, either by striking on some Rock or running aground. and the Mariners thinking to fave their Lives swim to the Shore, and come thither half drowned, in expectation of Help; And, whereas it fometimes happens, that in many Places they meet with people more inhumane, barbarous, and cruel than mad Dogs, who to get their Moneys, their Cloaths, and other Goods, do murder and destroy the poor distressed Mariners; In this Case the Lord of the Country ought to execute Justice on such Malesactours, and to punish them in their Bodies and Goods. They shall be plunged into the Sea, until they be half dead; then being drawn forth out of the Sea, they shall be stoned, or knocked down, as one would do to a Wolf or a mad Dog.

X X X I.

When a Ship being under Sail, or riding at Anchor, in any Road, is overtaken by fo violent a Storm, that it is thought expedient, for the lightning of the Ship, to cast part of the Lading over-board, and that part of the Goods are thrown overboard, in order to preserve the Ship, the Men thereof, and the rest of the Lading; 'Tis to be understood, that the said Goods so cast over-board do become his that can first possess himself thereof, and carry them away. Provided the Merchants, Master, or Mariners (which must be first known and understood) did cast the faid Goods over-board, without any hope or likelyhood of ever recovering them again, and so give them over as utterly lost and forfaken, without ever making any pursuit after them. In which Case only the first Occupant becomes the lawful Proprietor thereof.

XXXII.

When a Ship, or other Vessel, has cast over-board several Goods or Merchandize, 'tis to be supposed the said Goods were lockt up and made fast in Chests; and, if they be Books, that they are fo well fecured and fo well conditioned, that they may not be damnified by Salt-water: In such Cases, 'tis apparent, that they who did cast such Goods over-board do still retain an Intention, Hope, and Desire of recovering the same. And therefore whoever shall happen to find such Things shall be bound to make Restitution thereof to him that shall make a legal Pursuit after them; or at least to imploy them in charitable Uses, according to a good Conscience.

XXXIII

If any Man happen to find in the Sea, or Sea-Shore, precious Stones, Fishes, or the like, which no Man was ever a Proprietor of; It becomes his own, because he is the first finder.

XXXIV.

If any feek for Gold or Silver lost on the Sea-Shore, and finds it, he ought to restore it all to the Owner, without any Diminution thereof.

XXXV.

And, if a Man going along the Sea-Shore to fish, or do any thing else, happens to find Gold or Silver, he is likewise obliged to make Restitution. Yet he may pay himself for his Daies-work; And, if he do not know whom to make Restitution to, he ought to give notice to the Neighbourhood, where he found the said Gold or Silver. In this case, he must advice with his Superiours. And, if he be poor, they ought to consider his Condition, and advise him to the best, according to true Godliness and a good Conscience.

XXXVI.

Touching great (or Royal) Fishes that are found on the Sea-Shore, regard must be had to the Custom of the Country where such Fishes are found and taken. For the Lord of the Country ought to have his Share, according as the Custom is. And the reason is, because the Subject owes Obedience and Tribute to his Lord.

XXXVII.

Upon the finding of a great Fish, as aforesaid, the Finder is no farther obliged than to fave it, and bring it without the reach of the Sea; and then forthwith to make it known to the Lord of the Place, that he may come or fend for his Share. XXXVIII.

If the Lord of the Place please, and it be the Custom of the Country where the faid Fish was found, he may cause the same to be brought to him that found it, or to the publick and open Market-place, and no where elfe. And there the faid Fish shall be appraised by the said Lord, or his Deputy, according to Custom. Price being set, it shall be free for the Party that made not the Price, either to take or leave it. And, if either of them, whether per fas, or nefas, be an Occasion of Damage to the other, though but to the value of a Denier, he is bound to Restitution. XXXIX.

If the Costs and Charges of carrying the said Fish to the said Market-place should probably amount to a greater Sum than the Fish it self may be worth; În such Case the Lord of the Place ought to take his share where the said Fish was found. the faid Lord ought to pay his Quota of the faid Costs and Charges, for he cannot without Sin inrich himself by anothers Damage.

In case the said Fish so sound, as aforesaid, chance to be lost or stolen away, either before or after the faid Lord has feen the Fish; the Finder is not any way obliged to make it good. XLI.

And, as in the Case of Fish, as aforesaid, so the Custom of the Country is to be observed in all other Things found by the Sea-side, which have been formerly in the possession of some body or other; such as Wines, Oyles, and other Merchandize, although they have been cast over-board, and lest by the Merchants, and so ought to appertain to him that first finds the same. But, if there be a Presumption, that these Goods belonged to some Ship that perished; Then neither the Lord, nor the Finder, ought to take any Thing thereof so as to convert it to their own Use; but they ought to do therewith as aforesaid, that is to do good to poor People. Otherwise they shall incur the Judgments of God. XLII.

If a Ship, or other Vessel at Sea, happen to find a great Fish, the said Fish shall be wholly theirs that found it, in case no legal Pursuit be made after it. And no Lord of any Place, ought to challenge or take any part thereof, though the faid Fish be brought into his Ground.

XLIII. If a Vessel, by stress of Weather, be forced to cut her Cables by the end, so as to leave behind her both her Cables and Anchors, and make to Sea as please the Wind and Weather; In such Case the said Cables and Anchors ought not to be as lost to the faid Vessel, if there were any Buoy at them. And such as fish for them are bound to restore them, if they know to whom; but withall they ought to be paid for their pains, according to Justice and Equity. And, in case they don't know who to restore them to, the Lord of the Place shall take his Share, and the Salvers theirs. For it has been ordained, that every Master of a Ship cause to be ingraven, or fet upon the Buoys thereof, his own Name, or the Name of his Ship, or of the Port or Haven whereof she is. Which must needs prevent great Inconveniencies, and be of great advantage to many; Infomuch that he who left his Anchor in the morning may possibly recover it again by night, And such as shall detain it from him shall be counted no better than Thieves and Pyrates.

XLIV. When a Ship, or other Veffel, has the misfortune to be wracked and perith; In that Case the broken pieces of the Ship, as well as the Lading thereof, ought to be referved and kept in fafety for them to whom it belonged before the Shipwrack, any Cuftom Custom to the contrary notwithstanding. And all Partakes, Abettors, or Contrivers in the said Wrack, if they be Bishops, Prelates, or Clerks, they ought to be deposed and deprived of their Benefices respectively. And, if they be Lay-men, they are to incur the Penalties aforesaid.

X L V.

But that is to be understood of a Ship or Vessel that hath not practised Robbing upon the Sea; and whose Mariners are not Pirates, Sea-Rovers, or Enemies to our holy Catholick Faith. For in this Case, one may make a Prey of such People, and despoil them of their Goods, without any Punishment for so doing.

G g THE

THE

Sea-Laws of WISBY.

ISBY is the chief Place of Gothland, an Isle in the Baltick Sea, under the Crown of Sweden. This Island is situate over against Calmar, a strong Town in the Continent of Gothland; in length 18 Dutch Miles, and sive in breadth. The Soil of it is rich, but more sit for Pasturage than Tillage. It yields great Herds of Cattel, store of Game for Hunting, plenty of Fish, excellent Marble, and abundance of Pitch, which

it sends to other Countries.

Wisby, the chief Harbour of the whole Island, was heretofore a Place of very great Trading, and as much frequented by Merchants as most in Europe. The Trade removed hither from Wollin in Pomeren (destroyed by Waldemar I. of Denmark, Anno 1170.) made it slourish mightily, the greatest Trassick of the Baltick being managed here. But afterwards becoming unsafe, by reason of the long and continual Wars betweet Denmark and Sueden for the Possession of this Isle, the Factory was transferred unto other Places. For, being conveniently seated to annoy the Swedes, the Danes have much contended for it, and sometimes possessed it. But at the present it is in the hand of the Swedes, much decay'd, and neither so well peopled, nor so rich as formerly.

Some Swedish Historians affirm, That the Sea-Laws of Wisby were observed, as Universal Laws, in all the Seas, Ports, and Harbours of Europe, even to the very Streights of Gibraltar, which divide Europe from Africk; and seem to make them almost as

ancient as the Laws of Oleron.

Whereas the French pretendi, they were only made upon the Model of the Laws of Oleron, and that a long time after. And, though the Date of the Laws of Oleron were only fetched (which ought not to be) from the Copy thereof Printed at Rouert, Anno 1266, yet there will be found a considerable Disproportion of Time. For, as my French Author says, 'tis apparent that, even in the lear 1288, Wisby had not so much as the form of a Town, being neither Walled, nor fortisted with Towers or Bastions. The Inhabitants thereof were then but Strangers resorting thither from several Parts; being so far from having any Power abroad, that they were not so much as Masters at home. For they were perpetually at Daggers drawing with the Islanders, whose Rights they encroached upon. Till at last Magnus, King of Sweden, took them into his Care, favoured them with his Protestion, and made them a Corporation, some time after the said Iear 1288. Neither does it appear, says my Author, that since the Beginning of the French Monarchy, the Goths and Swedes have ever had any Power or Authority in the Sea-Coasts of France. From whence he concludes, That the Swedes ow their Sea-Laws to the French, and that they borrowed them from the ancient Dukedom of Aquitain.

I.

If a Mariner, whether he be a Pilot, Mate, or common Sea-man, being hired by a Master, does afterwards leave him; the said Mariner ought to restore so much of the Pay as he has received, and withall pay a Moity of the Salary agreed upon for the whole Voyage. And, if a Mariner binds himself to two several Masters, the first that hired him may challenge him, and compel him to go the Voyage. Nevertheless the said Master shall not be obliged to pay him any Wages or Salary for the whole Voyage, but that is lest to his Discretion.

II.

Any Pilot, Mate, or common Sea-man, that does not understand his Place, or is not sufficiently qualified for it, shall be bound to restore to the Master what Mony he has advanced him, and withall the Moity of what has been agreed upon.

III.

A Master may put away a common Sea-man without any lawful Cause, before his Departure, paying the said Sea-man the Moity of what has been agreed upon. But, if he be set out from the Harbour, and have begun the Voyage, the Master that puts him away without a Cause is bound to pay him his full Wages.

IV.

All Mariners are forbidden to ly ashore in the Night, without the Master's Leave, and that under the Penalty of two *Deniers*. They are also prohibited, under the same Penalty, to go off in the Ship-boat by Night.

By a Denier is meant here a Silver Denier, whereof three makes a Gros, and eight

Gros go to an Ounce.

v.

The Mariners shall have four Deniers a Last for Lading, and three Deniers a Last for Unlading, and that shall be their Salary for Hoising of Goods.

But that is no standing Rule, by reason the Value of Coins is variable.

VI

'Tis prohibited to Arrest any Master, Pilot, or Sea-man in the Ship for any Debt, when they are ready to set Sail. But a Creditor shall be free to execute, seize, and sell whatever he shall find in the Ship belonging to his Debtor.

VII.

When a Ship is fraighted for the whole Summer, the Fraight shall expire upon S. Martlemas Day, the eleventh of November.

VIII.

Whosoever shall make use of another man's Lighter, without his Leave, shall be liable to the Penalty of sour Pence payable to the Owner, besides the Days-Journeys; unless it be upon an urgent Occasion, as in case of Fire, or the like.

X.

In case any Person desire to call a Mariner to an Account, and make him acknowledge a Debt, or the like, he ought not therefore to carry Strangers aboard; but he may make use of the People that are in the Ship. The same Rule is to be observed in a Voyage, for making of any Covenant that requires Witnesses.

It is not lawful to fell, or ingage a Ship fraighted; but one may fraight her to

another for the fame Time, and the fame Voyage.

XI.

If a Ship fraighted for a Voyage be made use of for a longer Voyage, or for several Voyages, in case there be no Protest against it, and the Ship suffers any Damage in the Voyage not allowed of, the Damage shall be equally paid.

XII

If a Mast, Sail, or any Tackling of the Ship chance to be lost by misfortune, the Ship being under Sail, or otherwise, it shall be to the Master's Loss. But, if the Master be forced to cut it down, in this Case the Ship and her Lading shall make good the same.

XIII

A Master ought not to sell the Ship he is Master of, nor any of the Tackling, without the Leave of the Merchants and Owners thereof. But, if the Master be straitned for want of Provisions, he may ingage some Cables and Cordage, and that must be done with the Mariners advice.

XIV.

When a Master is in an Harboul, he ought not depart, or to set Sail, without the advice and consent of the greatest part of the Mariners. Otherwise, if any Damage should happen in the Voyage, he shall be answerable for the said Damage.

The Mariners are bound to save and preserve the Merchandize to the best of their power; and, whilst they do so, they ought to have their Wages paid them, otherwise not. Neither is it lawful for a Master to sell the Cordage, without the Merchants Leave; but he is bound, at his Peril, to preserve the Whole, as far as in him lies.

XVI.

The Merchants shall be free at any time to take their Merchandize out of the Ship, provided they pay for the Fraight, or give the Master Content any way. Otherwise the said Master may get his Ship sitted up (in case that may be compassed in a short time) to finish his Voyage. But, if he cannot compass it, he may remove the Merchandise into other Vessels, to be conveyed to the Place appointed, for which he shall have his Fraight paid.

XVII.

No Sea-man (or Mariner) shall go out of the Ship, without the Master's Leave, but he shall be liable to make up the Damage that may ensue thereby. Unless the Ship, being driven to Shore, be moored with four Anchors. In which Case Seamen may leave the Ship, provided they do speedly return.

XVIII.

If a Mariner, being ashore about the Master's or the Ship's Business, happen to be wounded, the Ship shall be at the Charge of his Cure. But, if he went to Shore for his Pleasure, and there be wounded, the Master may put him away. And the said Mariner shall be bound to make Restitution to the Master of what he shall have received from him, and pay him moreover whatever he must give another to take his Place.

XIX.

In Case a Mariner salls sick, and that it is thought convenient to carry him to Shore, the Law is, That the said Mariner shall be there kept and maintained as if he were on Board, and attended by a Ship-boy. If he recover, his Wages shall be paid him to the full; and, if he die, his Wages shall be paid to his Widow, or to his next Heir.

XX.

If by Stress of Weather there be a Necessity to cast some part of the Lading overboard, and the Merchant will not give his Consent to it, the Casting nevertheless shall be allowed of; provided the Mariners do approve of it, and that the third part of them (being come home) do make it out by Oath, That they were forced to do it, to shun an imminent Danger, and to save their Persons. And the said Merchandise so cast as aforesaid shall be upon the Account of the Ship or Merchandise, at the same Rate as the Merchandise that remains shall be fold for.

XXI.

When a Master thinks fit to cast part of the Lading over-board, he ought, in the Merchants absence, to take first the Advice of the Pilot, and of the major part of the Mariners; and the Whole shall be upon the Account of the Ship and Merchandise.

XXII.

The Master and Mariners are bound to shew unto the Merchant the Cordage and the Hoising Instruments. If they fail herein, and any Damage ensue thereupon, they shall be obliged to make it up. But, if the Merchants, having seen the same, be satisfied therewith, and any Damage ensue thereupon, it shall be all upon their Account.

XXIII

In case the Ship be ill laden, and that by the Master's Default, for want of well governing the faid Ship, the Wine be loft, the faid Master shall be liable to make up the Loss. But, if the Mariners do declare to the contrary upon Oath, the Loss shall be the Merchant's.

X X I V.

Fighting amongst Seamen, and giving one another the Lye, is prohibited. He that shall give another the Lye shall pay four Deniers; And, if it be a common Seaman that gives the Master the Lye, he shall pay eight Deniers. He that strikes the Master shall pay an hundred Pence, or else shall lose his Hand. If the Master gives the Lyc, he shall pay eight Deniers; and if he strikes, he shall receive blow for blow. JUNEAU BENTA

X X V.

A Master may put away a Mariner, for a lawful Cause. But, if the said Mariner is willing to make amends according to the Judgment of the rest, and the Master refuse it, the said Mariner ought to leave the Ship. Nevertheless he shall be free to follow the Ship to the Place appointed, and there his Wages shall be paid him, as if he had ben in the Ship. And, if the Master does take in his place another Mariner not fo well qualified, and that Damage enfue thereupon, the Master shall be bound to make it up.

XXVI.

If a Ship, riding at Anchor in an Arbour, be struck or grappled by another Veffel and Sail, carried by the strength of Wind, or by the violence of Currents, and thereby receive Damage either in her Bulk or Lading; In fuch Case the said Damage is to be in common, and to be equally divided half by half. Bur, if the Thing be done with a Design, or by the fault of the Ship, that Ship alone shall pay for the Damage. The Reason is, because some possibly having an old decay'd Ship, might keep her out of a Defign in the way, that the Ship being indamaged or funk, may be paid for more than she was really worth. Therefore 'tis ordered, that the Damage shall be equally divided half by half, that both Ships may take the more care. and keep from Harms way.

XXVII.

When a Ship rides at Anchor in an Harbour, where there is so little Water that the Ship touches the Ground, and another Ship comes to cast Anchor near that; If the Men of this last Ship be required by those of the first to hoise up and remove their Anchor further off, and they refuse to do it; In such Case, the Men of the first Ship have a power to do it themselves; And, if they be hindred by the last comers, these must repair all the Damage that shall happen thereby.

X X V I I I.

All Masters of Ships are prohibited to ride at Anchor in any Harbour, without a Buoy, or some other Anchor-mark. If they do, they are answerable for the Damage that all other Ships may receive from their Anchors.

XXXIX.

In all Voyages wherein Wine may be had, the Master is obliged to give the Seamen Wine, and then they shall have but one set Meal a Day allowed them. But, where they drink nothing but Water, they shall have two Meales a day.

X X X.

When a Ship is freighted, the Master ought to appoint and shew to the Seamen a Place to put in their Goods. And then they shall be bound to declare, whether they will freight by themselves, or be allowed at the Freight of the Ship.

$X \times X I$.

When the Ship is arrived at the Place appointed, if the Mariners will have their Wages paid, those that have neither Chest, nor Quilt, nor any other Moveables on Board equivalent to their Salary, shall give a Security to the Master, how they shall serve him to the end of the Voyage, or till the Ship be come home.

XXXII.

XXXII.

The Mariners (or Seamen) that are to be paid out of a certain proportion of the Freight, are obliged to attend the Ship, in case the said Ship sinds no Freight at the Place appointed, and that she must go further to find a Freight. But the Seamen that have a set Salary shall be considered, according to Equity.

XXXIII.

The Ship having cast Anchor, the Seamen are free to go on Shore one after another, or two at once; and there they may carry their Dinner, and a competent Proportion of Bread, but no Drink. However they ought not to make a long stay there. For, if either the Ship or the Lading thereof should receive any Damage by reason of their absence, they are bound to make it up. And, if any of the Men should chance to hurt himself, or get any mischance, in doing any business relating to the Ship-service, the Merchant must be at the charge of his Cure, and ought to indemnise him, upon the Testimony of the Master, Pilot, or Mariners.

XXXIV.

When a Ship is freighted to a Merchant, upon condition that he shall lade the Ship within a certain time; if he sails to do it, and puts it off a fortnight longer, or more, insomuch that the Master, by the said Merchants delays, loses the Opportunity of his Freight; in such Case the said Merchant shall be bound to consider the said Master for the Delay, Costs and Damage, one sourth part whereof shall belong to the Mariners, and the three other sourch parts to the Master.

XXXV.

If the Master falls short of Money in his Voyage, he must send home for some; but he must not lose a fair Opportunity to continue his Voyage. For, if he did, he should be liable to give the Merchant Satisfaction for the Damage sustained by such a Delay. But, in case he be very much straitned, he may sell a parcel of the Merchandise; and, when he comes to the Place appointed, he shall account to the Merchant the said Merchandise at the same rate as the Remainder shall be sold. And he shall have his Fraight paid, as well for the Merchandise sold by him as aforesaid, as for all the rest.

XXXVI.

The Master coming into an Harbour ought to make it his principal Care to find a good Place for his Ship, to moor her well, and in a good place. For, if for want of this Care the Goods should be spoiled or damnified, he must make it good to the Merchant.

XXXVII.

When a Ship is indamaged by hard Weather, if the Merchant, Master, or Seamen think she may be so repaired as to go on and finish the Voyage, they may do it, and continue their Voyage. If not, the Master shall have his Fraight paid him for the Goods saved, and that turn only to the Merchants Profit. But, if the Merchant be short of Mony, and the Master will not give him Credit, the said Master shall take Goods in Payment, at the same rate as the rest of the Goods shall be sold by the Merchant.

XXXVIII.

The Master, though the Danger be never so great, ought not of his own accord cast any Goods over-board, but he must in the first place acquaint the Merchant with it. But, if the Merchant resuses to give his Consent, he may venture to do it; provided that he has the Concurrence therein of two or three of the ablest Mariners. And these shall be believed upon their Oath, that it was requisite and necessary to cast Goods over-board, thereby to lighten and to save the Ship. And, in case there be no Fastor nor Merchant on Board, the Master and the major part of the Mariners may do as they shall think sit.

X X X I X.

The Merchandise cast over-board shall be paid at the same Rate as the Rest shall be sold by the Merchant, the Fraight being deducted and paid.

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The Master, upon the Casting of Goods over-board, shall pay his share of the Goods so cast, either to the full Value of the Ship, or of the whole Fraight, as the Merchant shall think best; and the Merchant, to the Value of the Merchandise saved. But so that the Merchant shall be free (if he pleases) to take the said Ship at the same Rate as she has been appraised by the Master.

XLI.

If any one in the Ship hath Mony, or any Commodity in his Cheft, he is bound to declare it before the Casting. And, by so doing, he shall be paid for the said Commodities to the sull Value thereof; and, for his Mony, he shall have two Deniers for one.

XLII.

If any one has Mony in his Chest, let him take it out, and carry it about him, and he shall pay nothing.

XLIII.

If a Chest be cast over-board, and the Owner thereof do not declare what is in it, the Chest shall be lookt upon as empty; and nothing but the Wood thereof, with the Iron-work (if there be any) shall come within the reach of the Contribution.

XLIV.

In case there be Occasion for a Pilot of the Country, and the Merchant refuse to give his Consent to it; it shall be done however as the Master, the Ship-Pilot, and the major part of the Mariners shall think convenient. And the Pilot of the Country shall be paid at a reasonable rate, and his Pay shall be upon the account of the Ship and Lading.

XLV.

When a Master is so straitned, as to Mony and Provisions, that to supply the prefent Occasions of the Ship, he is sorced to sell part of the Merchandise therein, or to take up Mony by Bottomary; he ought to pay at the Place where he shall arrive at in fifteen Days time, viz. the Merchandise at a reasonable rate, neither too high nor too low. Upon Desault whereof, if the Ship be sold, and another Master be put in his place, the Merchant to whom the Merchandise belonged, or the Creditor that has lent the Mony, shall have a Right to the Ship, by way of Mortgage, within a Year and a Day.

XLVI.

The Ship being laden, the Master must not take in any more Goods, without the Merchants Leave. And, if he fails herein, in case there be a Casting of the Goods over-board, he shall be a Loser by so much more Commodities as he hath taken over and above. Therefore, upon the Lading of the Ship, he ought to declare and to say thus unto them, Sirs, I intend to take such and such Goods in such a Place.

X L V I I.

The Mariners are bound to preserve and take care of the Goods, at the Request of the Merchants, Master, and Pilot.

XLVIII.

For the taking care of the Goods, the Mariners shall be paid every time they shall stir the Corn a Denier for every Last. And, if they resulted it, so that the Corn comes to be indamaged, they are bound to make up the Damage, according to the Judgment of the Master and Pilot. As for the Unlading, they shall have a Denier for every Last, and the like shall be allowed them for all other Commodities whatever.

XLIX.

The Mariners ought to shew to the Master the Cordage used for hoysing up of Goods, and to acquaint him with any Thing that is wanting therein, to the best of their Knowledge. And, if the Master neglects it, the Damage insuing thereby shall be upon his account. But, if the Mariners sail in their Duty herein, they shall be answerable for the Mischances that shall happen thereby.

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When two Ships fall foul upon one another accidentally, the Damage infuing thereupon shall be equally divided. But, if the Men of either Ship have done it wittingly or wilfully, in such Case that Ship shall pay the whole Damage.

And, to obviate all such Periclitations, all Masters of Ships are charged to fasten Buoys with Cables to their Anchors. Upon Default whereof, they shall pay all the Damages which shall happen thereby.

TII

The Ship being arrived at her Port of Discharge must be unladen, and the Master ought to be paid within eight or fifteen Daies at furthest, according as the Voyage is.

LIII.

If a Ship fraighted for an Harbour doth put into another, the Master to clear himself, must declare upon Oath, together with two or three of his ablest Mariners, that he was forced into that Harbour by stress of Weather, or otherwise. And upon that the Master may take his Course again, and finish his Voyage; or else he may send the Lading by other Ships at his own Costs and Charges, and then he shall be paid for his Fraight. But the Merchant ought to pay the Customs of his Merchandise.

LIV.

All Mariners are prohibited to go out of the Ship, and to leave her after the Voyage, and the Unloading of the Ship, till the same be unrigged, and sufficiently ballatted.

L V.

If a Ship chance to run aground, the Master may cause part of the Cargo to be transported into other Vessels, and the Charge thereof shall be upon the account of the Ship and her Lading. Nevertheless the Master and two or three more of his Men shall be bound to take their Oaths, that they were forced to do it to save the Ship and her Lading.

LVI.

When a Ship is come within a River, or within an Harbour, and proves to be too much laden to get up the River; the Master may cause part of the Goods to be taken out of the Ship, and send them up in Lighters and Ship-boats. And in this Case the Master shall pay the two thirds of the Charge, and the Merchandize the other third. But, if the Ship being quite unladen proves so heavy that she cannot get up, the Master shall pay the whole Charge.

When the Merchandize is let down into Lighters to be carried to shore, if the Master questions either the ability or honesty of the Merchant; the said Master may stop the Lighter, and make them stay near the Ship, till such time as the Merchant has paid the whole Freight, and cleared all the other Charges.

L VIII.

The Lighters or Ship-boats shall be discharged in five worky-days.

LIX.

A Ship riding at Anchor before an Harbour, which the Ship-Pilot is not well acquainted with, the Master ought to send for a Pilot of those parts on board his Ship; and the pay of this Pilot shall be upon the account of the Ship and Lading.

Also, when a Ship is come to an Harbour, in order to go up a River, the Master may take a Pilot of those Parts. And then the Master shall find him the Victuals,

and the Merchant his Pay.

LXI.

When a Mariner is fled from his Master, and is run away with the mony he received from him, if the said Mariner can be secured, his Tryal shall be made; and,

upon the Evidence of two other Mariners, he shall be sentenced to be hanged.

If a Mariner be found to be infected with any contagious Difease, the Master is free to leave him in the first place he shall arrive at, and shall not be bound to pay him any Wages; Provided the Sickness be clearly proved, by the Deposition of two or three Mariners.

LXIII.

If a Pilot, or common Seaman, buy a Ship, or if he be made Master of a Ship, he shall be discharged from his Master's Service, by making him a sull Restitution of what he has received from him. The same Rule is to be observed, in case the said Pilot or Seaman does marry:

LXIV.

If the Master and the Owner he at variance, infomuch that the latter refuse to find his Quota; the Master notwithstanding may undertake Voyages in the Ship, paying what shall be thought reasonable for the Mariners.

LXV.

In case the Master be at the charge of repairing the Ship, or of buying any thing for the Service thereof, he shall be reimbursed, and every Part-Owner shall pay his share.

LXVI.

If the Master be forced to give the Owner Security for the Ship, the Owner on the other side (to ballance the Business) ought to give Security for the Master's Life.

LXVII.

When two Ships by mischance fall soul upon one another, and that one of them comes to be lost thereby, the Goods so lost that were in both Ships shall be appraised and paid pro rata. The same Rule shall be observed as to the two Ships, so that the damage of the one and the loss of the other shall be made up to the full.

LXVIII.

In case of Necessity, the Master may sell part of the Merchandize, to make Mony of for the present Occasions of the Ship. And, if the Ship afterwards happen to be lost, the said Master shall be bound nevertheless to make good the said Merchandize to the Merchant, and must not expect any Freight for the same.

When the Master is forced to sell any of the Merchandize, he is bound to pay it at the same rate that the remaining Goods shall be sold for when they come to their Port of Discharge. But then the Master shall have his Freight paid him for Merchandize so sold as aforesaid.

LXX.

When a Ship under fail endamages another by running upon her, if the Master and Mariners of the first give it under their Oaths, that they did not do it wittingly or wilfully, and that they could not help it; In this Case the damage shall be paid in common. But, if the said Master and Mariners decline taking their Oaths, the Damage shall be wholly paid by the Ship that ran upon the other.

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SEA-LAWS

OF THE

HANSE-TOWNS.

HE HANSE-TOWNS are well known to be free and Imperial Towns, associate in point of Commerce, and injoying a Community of Priviledges. Lubeck, Brunswick, Dantzick, and Cologne were the first that contrived this Community, and that made a League Offensive and Defensive for the Preservation thereof. Thus, by the Lex Pompeia, the Towns of Bithynia had the Liberty to impart to each other Jus Civitatis; and 'twes in the same manner that an Egyptian King, Ptolomy Philopator, made the Jews of Jerusalem Citizens of Alexandria.

Now this Community of Priviledges, betwixt the said Hanse-Towns, viz. Lubeck, Brunswick, Dantzick, and Cologne, was kept so faithfully, and proved so very beneficial to them, that all other free Towns of the Empire, both Maritime, and such as were seated on navigable Rivers, did earnestly desire to joyn with them, and be admitted on the same Terms into their Society. Insomuch that they reckon at present no tess than 72

Hanse-Towns, and some 81.

These Towns are so knit together, by their common Interest, that the Citizens of any one of them are sellow-Citizens to all the rest, enjoying in point of Trade the same Priviledges and Immunities, and paying no manner of Custom or Impost within the Jurifdiction of the Hanse; except those small Acknowledgments, or Homages of old, which slood before their Admission into this Society. And, by vertue of their League, so strict is their Union, that the Wrong done to one of the Hanse Towns is lookt upon and resented as done to them all.

For the Conveniency of Trade, these Consederate Towns have three Factories, or Houses of Commerce, where the Merchants keep their Store-houses, Factors, and Commissioners, viz. in Novogrod a Town of Moscovy for the Trade of those Parts, in Bergen a Town

of Norway, and in Antwerp in the Low-Countries.

These Factories, or Houses of Commerce, are stately Buildings, containing three or sour hundred Lodging Rooms very well furnished, with Closets, Galleries, Porches, and Cellars which surround a great Court. There are also Garrets, and all Things convenient, to receive all sorts of Merchandise and Provisions. For the ordering of which the Merchants keep there a great number of Servants and Officers, besides a Consul and a Secretary.

Merchants that are married may not transport themselves to any of those Factories. But they send their Sons thither, to be brought up to the knowledge of Languages, Arithmetick, and other sorts of Learning; there being a School kept to that purpose, plenti-

fully endowed.

Formerly the Hanse-Towns had a Factory at London, which they called Stalhos, or the House of Steel, because none but They brought Seel into England. But in the Reign of Queen Elizabeth, when their Commodities were fain to pay Custom, they chose rather to quit the Place, and leave their Factory, than to suffer a Breach to be made in their ancient Priviledges. Whereupon Rodolphus, the then Emperour, distaissed with the Queen's Proceeding, banished all the English that were within the Bounds of the Empire. This true the Queen was willing that the Hanse-Towns should continue their Trade in England, upon Condition that they should pay the same Custom as her own Subjects did, and that all English Merchants should be Partakers of the Immunities and Priviledges of the Hanse-Towns. But these Conditions were denied.

Bruges,

Bruges, in Flanders, had also a Fastory. But being three Leagues off from the Sea, and having nothing but a small artificial River, (besides other Considerations cited by Werdenhagden, de Rebuspublicis Hanseaticis, Parte 4. Cap. 18.) the great Commerce of Bruges was in the Tear 1516 removed to Antwerp; where the faid Merchants

of the Hanse-Towns do still keep their Factory.

The chief Place of the Hanse-Towns is Lubeck; near the Baltick Sea, and in the Borders of Holstein. A City wherein Trade hath a long time flourished; and withal so beautiful, that there is scarce a Town in Germany which can equalize it, either for the Beauty and Uniformity of the Houses, the pleasant Gardens, fair Streets, and deligiful Walks without the Walls; or for the Citizens themselves, who are much commended for their Ci-

vility to Strangers, and strict Execution of Justice without Partiality.

This Town, being at first but a goodly Burrough, was greatly improved by the Care of Adolphus, Earl of Holstein; by whom, and his Successors, it was so well priviledged, that in a short time it bid Defiance to its Founders. Anno 1161. the Emperor Frederick I. made it a free City of the Empire, the chief of all the Sea-Towns of Germany; and granted it withal all those Franchises, Priviledges, and Immunities, that are now enjoy'd in common by all the Hanse-Towns. He gave it Power, among st other Things, to keep Fastories at London; Bruges, Novogrod, and Bergen; therefore the other Hanse-Towns look upon it as the chief Place of their Society.

'In in this Place that the general Concerns of the Hanse-Towns are deliberated and agreed upon. Here it was that in the Tear 1371. the Brunswick Merchants, and in the Tear 1387. the Flemish, were excluded from the Society of the Hanse-Towns, upon their raising new Customs. But they were since reinstated, that is, when their Acts for the

said Customs were repealed.

Tis in this Place likewise that the Deputies of the Hanse-Towns agreed upon Sea-Laws for the Benefit of Navigation, Anno 1597. and that upon the Model of the Laws of Wisby, only with some Additions. For, as the Sea-Laws of Wisby added something to Those of Oleron, so the Laws of the Hanse-Towns improved Those of Wisby. This will appear by the following List, an Abridgement whereof has been presented already (but something imperfect) in the First Part of this Book, Chap. 22.

Master of a Ship shall undertake to cause a Ship to be built, before he be sure of Part-owners, who must be Cirizen and Jak i built, before he be fure of Part-owners, who must be Citizens and Inhabitants of one of the Hanse-Towns; unless he is able to do it alone at his own Costs and Charges. In default whereof he shall be liable to the Penalty of half a Dollar a Tun, for so many Tuns as the Ship shall carry.

Neither shall the said Master take upon him to build a Ship, though he be sure of his Partners, before they have agreed together, and concluded of what Burden the Ship shall be built, and in what manner, and this to be done all in Writing upon pain of paying the fourth part of a Dollar for every Tun.

III.

Likewise the Master shall not undertake to make any Reparation to the Ship, Sails, or Cordage, unknown to the Owners, unless it be in a forein Country, and in case of Necessity. Otherwise all the Charges of it shall be his own.

IV.

The Master of a Ship shall have no power to buy any Thing for the Ship, but in the presence and with the Consent of one or two of the Part-Owners, upon pain of a Dollar. Neither is it lawfull for the Master or any of the Owners to buy any any Thing for the Ship upon Trust, to the prejudice of the other Owners, that are willing to buy and pay for their Share ready mony.

A Memorandum shall be made of all Things requisite to the sitting up of the Ship, in order to have them bought by the Master and Part-Owners joyntly. Hh 2 VI.

The Master is to buy the Whole at the best hand, without fraud or deceit, upon pain of corporal Punishment; and the said Master shall write down in his Day-book both the Name and Abode of those of whom he bought it.

VII.

If the Master, or any Seaman, keep back any Merchandise, Sails, or Cordage, or any of the Freight-mony, he shall be taken into Custody, and suffer Punishment, as a Thief, according to the nature of the Fact.

VIII.

Neither shall they buy Provisions dearer than others buy it, but at the same rate as the other Inhabitants of the Town may have them. All which they shall get carried to the Store house of the Owners of the Ship, there to remain till the said Ship be ready to depart.

All Masters of Ships are hereby forbidden, to sell again any of the Ships Victuals or Provisions, upon pain of being punished as Thieves. Except only to such other Ships as, being far from any Land, are straitned or in great danger for want of Provisions; whereof however they must give a faithful account to the Owners.

The Master of a Ship is bound, at his return from his Voyage, to confign and put into the hands of the Owners whatever Provisions and Ammunitions shall be left in the faid Ship.

Two or three days after the Ship shall be laden, the Master is bound to set Sail, if the Wind be favourable, upon pain of two hundred Florins. And, if any of the Owners should then fail to find his Quota, he shall be liable to the same Penalty. And in such Case the Master may take up mony upon Bottomry, to take up the Share of the delaying Part-Owner. The Merchants on their fide shall load within the time agreed on, upon forfeiture of the whole Freight, if the Master should go the Voyage with his Ship empty, and only laden with Ballast.

XII.

When the Master will give up his Account, he shall acquaint therewith all the Owners, upon forfeiture of two Dollars. man lating ... X I I I.

The Master shall not ship any Merchandise alone, nor, with the Consent only of some of the Part-Owners, unknown to the rest; and that upon pain of Confiscation and Punishment.

XIV.

The Owners may put away the Master, if there be any lawful Cause; but then his Share in the Ship shall be paid him, at the same Rate he bought it. X V.

All Owners are hereby forbidden to take a Master for their Ship, unless he produce a Testimonial, that he is discharged from his former Owners in a decent manner, upon pain of five and twenty Dollars.

X V L

Before a Master of a Ship shall hire any Pilot or Mariner, he ought to agree with the Owners what Wages he shall give him, upon Forfeiture of five and twenty Dollars.

 $\mathbf{X} \mathbf{V} \mathbf{H}_{\mathbf{A}}$

When Ships do enter into Admiralty one with another, they shall be bound to keep together, as far as in them lies, and to stay for each other; upon pain of making good all the Damage that any one or more of the Company shall receive from Pyrates or any Enemy whatever.

XVIII.

No Master shall hire a Mariner, before he has seen a Certificate from his former Master, Master, shewing how faithfully he has served him, upon pain of two Dollars. less it be in a strange Country, and that in case of Necessity: The strange of Marie and Marie a

X I X

The Masters are bound to give their Mariners a Certificate answerable to their Skill and good behaviour. And, if there be Cause of Denial, the business shall come to a speedy Trial, upon Forseiture of two Dollars.

When a Ship is forced to stay or winter in a strange Country, In such Case the Mariners ought not to go or ramble on Shore without Leave, upon pain of forfeiting the moity of their Wages.

XXI.

If, whilft the Ship winters any where, the Master finds the Mariners Victuals. the faid Mariners shall not oblige him to increase their Salary or Wages; Upon pain of forfeiting the Moity of their Hire, and of being punished besides, as Cause shall require.

The Mariners shall not go to Shore, without the Leave of the Master, Pilot, or Mate; upon Forseiture of half a Dollar for every such Default. XX I'I I. . The state of the rolling

The Mariners that go to Shore with the Master are bound to keep the Boat, and to go on board again at the first order. And he that shall stay behind, or pass the Night on Shore, shall be punished with a pecuniary Mules, or else with imprisonment. fonment.

When a Master changes his Voyage, and takes another Course, he ought in the first place to agree with his Mariners, or allow them for that Change what shall be thought reasonable by the major part. And, if any of them resuse to obey, he shall be punished as a mutinous Man.

XXV.

He that is found fleeping upon the Watch shall pay four Pence; and whosoever shall find him fo sleeping, and not declare the same, shall pay two Pence.

X X V I.

All Mariners are hereby forbidden, to moor the Skiffs or Ship-boats by the Ships, upon pain of Imprisonment. X X V. F. f. and to the real of a mild a model

He that shall be found unfit to serve as a Pilot, or in any other Office for which he is hired, shall forfeit all his Wages, and further shall be punished, as Cause shall require.

X X V I I I.

The Masters shall pay Mariners their Wages, in three Terms, viz. one Third upon their Departure, another Third when the Ship is unladen, and the Remainder upon their Return home.

The Master of a Ship may at any time dismiss, and put away a mutinous or unfaithful Mariner. Lander hand X X X X and rolling L

If a Mariner kills another, the Master ought to secure him and keep him in Custody; and at his coming home, he shall deliver him up into the hands of Justice, to be punished according to his Crime.

The Mariners shall not make a Feast in the Ship, without the Master's Leave, upon Forfeiture of half their Wages. 18 634 · X X X I L Clay Com to

No Mariner shall have his Wife lye on Board, upon pain of a Dollar, if he do offend.

XXXIII.

XXXIII.

None shall discharge any Ordinance, or Shot, without the Master's Leave, upon Pain to pay double for the Powder and Shot.

XXXIV.

The Master, upon his Return home, shall make a Declaration to the Magistracy of all the Forseits and Penalties incurred, upon Forseiture of sive and twenty Dollars.

X X X V.

The Mariners are bound to defend themselves against all Pyrates and Sea-Rovers. upon pain of losing all their Wages. If any of them chance to be wounded, Care shall be taken for their Cure, upon the Ships account. And, if any be maimed, or has fo loft the use of his Limbs, that he can work no more, he shall have Bread allowed him during Life.

XXXVI.

If the Mariners, or any of them, refuse their Assistance in such a Case, and the Ship be taken or lost, the said cowardly Mariners shall be condemned to be whipt.

XXXVII.

But, if the Mariners be refolved to fight, and the Master keep off for fear, the faid Master shall be shamefully cashiered, and declared incapable for ever of commanding any Ship.

XXXVIII.

The Ship-Ballast shall be carried to the Places appointed for that purpose; and the Contraveners hereunto shall be punished by the Magistrates.

XXXIX.

If a Mariner happen to be wounded, being about the Service of the Ship, a convenient Care shall be taken for his Cure at the Cost and Charge of the Ship. But if he be otherwise wounded, it shall be at his own Charge.

If a Mariner goes on Shore without Leave, and the Ship comes to be indamaged or lost, for want of Help; the said Mariner shall be confined to a Prisona whole Year, and kept with Bread and Water. And, if any Man has lost his Life with the Ship; the Mariner, by whose absence such a Missortune hapned, shall be punished with corporal Punishment.

XLI.

When a Mariner does not do his Duty, the Master may put him away. But, if a Master puts away a Mariner without a just Cause, if it be before the Departure, the Master shall pay him the third part of his Wages, and shall not bring the same to the Owners Account.

X L I I.

If the Master puts away, without a just Cause, a Mariner during the Voyage, In such Case the said Master shall pay him his Wages to the sull, and surther he shall pay his Charges for his Return. But, if a Mariner leaves the Master of his own accord, the faid Mariner is bound to make Restitution of so much Mony as he has received, and to bear his own Charges.

XLIII.

If an Officer or Mariner runs away, and is afterwards apprehended, he shall be delivered up into the hands of Justice, to be punished according to Law; and shall be burnt in the Forehead with the Mark of his Birth-place.

XLIV.

When a Ship happens to be cast away, the Mariners are bound to save as much as in them lies; and the Master ought to requite them for their pains to their content, and convey them at his own Charges to their dwelling Places. But, if the Mariners refuse to assist the Master; in such Case, they shall have neither reward, nor wages paid them.

If a Mariner falls fick of any Disease, he shall be carried to Shore, and have the fame Allowance he had on Board, and withall shall be attended by another Mariner. However the Master is not bound to stay for him, or to retard his Voyage upon his account. And, if the faid Mariner recover his Health, his Wages shall be paid him, as if he had ferved all the while. But, if he dies, his Wages shall come intire to his next Heirs.

XLVI.

If the Mariners being mutinous force the Master to put into an Harbour, and then the Ship and Lading chance to be lost wholly or in part, whereupon the Mariners run away without leave; In such Case, if the said Mariners can be secured, they shall be condemned to corporal Punishment.

X LVII.

The Master shall give his Mariners no cause to mutiny, but shall stand to his Covenant, and give them their due.

XLVIII.

A Master that intices away any Mariner hired to another Master, 'shall forfeit ten Dollars. And the Mariner shall give or pay to the first Master, to make up his Damages, the moity of the Wages he was to have from the fecond Master.

If a Ship be stopped in a strange Country, or the Master be forced to stay there and wait for his Freight, or for any other Cause whatever; the Mariners all the while shall have their usual Allowance of Victuals. But they must not expect, or demand any extraordinary Wages. And, if any thing be due unto them, it ought to be paid them, according to the Judgment of Friends or experienced Men, at the Place where the Ship is to unlade. But, if any Mariner prefumes to leave the Ship upon fuch a Pretence, he shall suffer corporal Punishment, according to the Fact.

If a Master takes on board his Ship, Gold, Silver, precious Stones, or any other rich and costly Merchandize, which requires his particular Care over them; the said Master, in such a Case, shall have the fourth part of the Freight, and the Owners the other three parts.

When a Ship-boat or Lighter shall be used to carry Salt on Shore, the Master shall commit it to the special Care of a Mariner, that it may be neither lost nor purloined.

L I l.

The Mariners belonging to Ships freighted for France or Spain, shall not have their Portage, but shall find their own Provisions; Except at their return, if so be the Ship comes home laden. And, if the Master does advance or lend the Mony before-hand, he may pay himself, or bate it out of their Wages, without any prejudice however to the Ship-Owners.

The Mariners shall have no power to sell or alienate any part whatsoever of their Provisions or Tackling, except upon their return home. And then the Owners shall have the first proffer to buy the same.

LIV.

The Mariners shall take no Salt out of the Ship-Lading, but what shall appear to, have been brought in by them on Board with the knowledge and confent of the Merchant, or of any other Party concerned therein; Upon pain of being severely punished.

The Master and Pilot may load for themselves each Twelve Barrils, each of the other Officers six Barrils, every common Seaman four Barrils, the Cook and Shipboys each two Barrils.

LVI.

If a Master, out of spight to the other Part-Owners, sells his Share for more than it is worth, the said Share shall be appraised by Skilful men. Whereupon the Part-Owners shall be free, before all others, to buy it at the Rate appraised as aforesaid.

If a fraudulent Master takes mony upon Bottomry, and carries the Ship into a remote Harbour, and there sells the Ship and Lading; the said Master shall be for ever incapable of being a Master, and shall never be received in any of the Hanse-Towns, but shall suffer besides a condign Punishment, without any mercy.

L V I I I.

The Master, being at home in his own Country, must not take any more mony upon Bottomry, except to the Proportion or Value of his Share in the Ship. If he do, the other Part-Owners shall not be answerable for it. Neither shall the said Master take any Freight, without the knowledge and consent of the other Owners.

I. I. X.

In case the Owners disagree as to the Freighting of the Ship, the most Voices shall carry it. And yet the Master may take mony upon Bottomry, for those of the Part-Owners who shall resuse to contribute their Part for the sitting out of the Ship.

If the Master, being in a strange Country, be straitned for want of mony to supply the wants of the Ship, and can get none but upon Bottomry; in such Case, the said Master may do it at the Charge of his Part-Owners.

The County of the Park

THE

THE

SOVERAIGNTY

OFTHE

BRITISH SEAS.

Proved by

Records, History,

AND THE

MUNICIPAL LAWS

Of this

KINGDOM.

By that Learned Knight,

S' JOHN BOROUGHS,

Keeper of the RECORDS

IN THE

TOWER of LONDON.

LONDON,

Printed by J. Redmayne, for Richard Chiswell at the fign of the Rose and Crown in St. Paul's Church-yard, 1686.

Comper of the French

INDUCTION OF LANDING

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READER.

E not startled to see so great a Subject handled in so small a Volume. When you have read but a little of this little, you'll think the Author was tender of your trouble but not of his own. For (how cheap soever you come by this Book) it cost the Author the perusal and search of the best, and most Records of our Nation. And yet he was one that knew well enough how to value his time; for none made better use of it; and (in these kinds of Scrutinies) you may believe he went the best way, because he knew them all; and trod them every day; it being his Office not to be ignorant of any Records that concern the Honour or Antiquity of this Island. It was written at the request of a great Person, who desir'd to understand the true State of the Question, concerning the Dominion of the British Seas, as well what Histories as our own Records would afford. And here 'tis done in a little room; for the Author was able to speak fully, and briefly both at once. Some others have written of the same Subject; and if we thought any spake more, or so much, in so short compass, we should forbear the publication of this. We are born in an Island, and cannot go out of it without asking leave of the Sea and Wind; and not to know what Right we have to that Water which divides us from all the World, is something ill becoming such as can

can read, and may know for reading. The Title is not too big for the Book, though one of the greatest Ships of the World was called by the same name; and (if some knowing Persons be not deceived) our Author was the sirst that hinted it, having written this Discourse three Years before that samous Vessel was built.

Farewell.

THE

SOVERAIGNTY

Seas of England.

Hat Princes may have an exclusive Property in the Sovereignty of the several parts of the Sea, and in the passage, fishing and shores thereof, is so evidently true by way of sact, as no Man that is not desperately impudent can deny it. And for the point of Right, though fome of late have indeavoured, by way of Argument, to prove the contrary, affirming them to be not only publick, but common; yet the notorious practife of all Maritime Countries, the necessity of Order in mutual Commerce, and the safety of Mens Persons, Goods and Lives, had taught even the most barbarous Nations to know by the light of humane Reason, that Laws are as equally necessary for the Government, and preservation of such as frequent the Seas, as of those that trade and negotiate on the firm Land. And that to make Laws, and to give them the Life of Execution must of necessity require a Supream Authority, for to leave every part of the Sea and Shores to an arbitrary and promiscuous use, with a correcting and securing power in case of wrong or danger, is to make Men of the like condition with the fishes that live therein, of which the greater do usually deyour and fwallow the lefs.

I conceive therefore that Princes do entertain these School Problems and Criticisms no otherwise then with contempt and scorn, much disdaining to be wrangled out of the ancient Rights and Regalities annexed to their Crowns by the fubtile Arguments of Wit and Sophistry, specially considering that amongst the Civil Lawyers themselves there is so great diversity of Opinion, whilst some peremptorily maintain, Grotius de That Mare & littora maris jure Gentium Junt communia. Others as confidently faying, Mari libero. Videmus de jure Gentium in mare esse distincta dominia sicut in terra. And further, mare ipsum ad centum usque millaria pro territorio districtuque illius Regionis ovi proxim. appro- deserum dopinquat assignatur: With many other like alterations diameter-wise contradictory the minis. one to the other; And therefore the Question being not as yet resolved amongst Barthol, in themselves, it were strange to think that Princes in the mean time will relinquish Traslide Inful. the Possession of those Royalties which they and their Ancestors have held beyond all memory, without a Judgement first agreed upon, and affirmed in the case. for his facred Majesty our dread Sovereign Lord the King, such is his clear and indubitable Right to the Superiority of the Seas of England derived and confirmed upon him by immemorable Prescription, and continued in Possession even until this very year 1633. that the hearts and consciences of all just Men must necessarily subscribe to the evident truth thereof. But if contrary-wise any shall presume and go about actually to dispossess his Majesty of this his undoubted Birthright, or usurpe upon his Sovereignty in a case so highly concerning his honour and safety, as well of his own Kingdoms and Subjects, as of other Nations that under the wing of his Protection do pass those Seas, his Majesty (no doubt) will never be unprovided of a good Sword to vindicate that Right which all his Royal Progenitors have carefully

Coment. de bello Gal. lic.

l. 4. fol. 72. m. 8.

Ibidem

maintained, the Laws and Customs of this Kingdom have ratified and confirmed. and forreign Nations have freely acknowledged; as by the subsequent Monuments of

Record, History, and the Common Laws of the Land will evidently appear. When Julius Cæsar first undertook the Invasion of this our Isle of Brittain, he found the neighbouring Nation of the Gaules in a manner altogether ignorant of the Island it self, the condition of the Inhabitants their Town, Havens, and approaches. Quæ omnia fere Gallis erant incognita, neque enim temere præter mercatores adit ad illos quisquam neque eis ipsis quidquam præter oram Maritimam atq; eas Regiones que sunt contra Gallam notum est. So are the words of Casar whereby it appeareth that the Brittains kept off all Strangers, except Merchants, from approaching their Confines, and that those Merchants in their access were restrained to the Shore only, that lay opposite to the Gaules, without being suffered to make surther discoveries of the more remote Coasts. Informuch that the same Cafar upon diligent examination of those Merchants. Neque quanta esset Insulæ magnitudo, neque qua, & quantæ Nationes incolerent, neque, quem usum belli haberent, aut quibus institutis uterentur, neque qui essent ad majorum navium multitudinem idonei portus reperiere poterat. Which restraint of Strangers they could not otherwise make good but by the goodness and greatness of their Shipping, as may be gathered by the words of the same Casar afterwards used. For though the Brittains for ordinary imployment, and Rivers, and upon the Coasts near the main, had Ships composed of mean stuff, having their Keels and Ribs made of slight Timber, and the rest of the Hull rooven up with Osyers covered with leather. De bello Civil, rince primum ac statumina ex levi materia fiebant, reliquum corpus navium viminibus conlib.1. p. 233. tellam corris tegebatur: From whence Cæsar took his Pattern of those Ships which he was forced to frame on the sudden for passing his Army over the River near Ilarda in Spain, without which he had utterly loft both it, and himself, yet had they, and their Confederates other shipping of so great bulk and strength, and withal so serviceable in fight at Sea, that Casar in their description preferreth them far before those of the Romanes; for in the Naval preparations made by the Gaules of Venice, near the mouth of the River Loyer (wherein he expressly saith, that they had (Auxilia) supplies from the opposite part of Brittain) he setteth forth their Ships in such De bello Gollico. manner as (confidering the time) may juftly move admiration. Ipforum Naves (faith he) ad hunc modum factæ armatæque erant. Carinæ aliquanto planiores quam nolib. 3. pa. 55. strarum Navium, quo facilius vada, ac decessum æstas excepere possent, Proræ admodum eresta, atque item puppes ad magnitudinem fluctuum, tempestatumque accomodatæ Naves totæ fastæ ex robore, &c. And again, Neque enim his nostræ rostro nocere poterant, tanta erat firmitudo, neque propter altitudinem facile telum adjicebatar. Et eadem de causa minus commode scopulis continebantur. Accedebant ut cum sævire ventus cæpisset & se vento dedissent, & tempestatem ferrent facilius & in vadis considerent tutius & ab æstu derelicta nihil saxa, & cantestimerent. And presently after, circiter ccxx. Naves eorum paratissima, atque omni genere armorum ornatissima è portu profecta nostris ad-

Ibidem.

De bello Gall.

Gallicis hostibus nostris inde subministrata auxilia intelligebat. Yet these three Confederates and Neighbours the Gaules they permitted not freely to pass the British Seas, but kept them from knowing so much as their opposite Coasts, fave only by way of Trade and Merchandize. And this to certain appointed places near the Sea-shoares where the known Marts and Staples were appointed for Commerce and Traffick.

versæ constiterunt. Neque satis Bruto qui classi præerat, Neque Tribunis militum, Centurionibusq; quibus singulæ naves erant attributæ constabat, quid agerent aut quam rationem pugnæ institerent, Rostrum enim non posse cognoverant, turbibus artem excitatis, tamen has alitudo puppium ex barbaris navibus superabat, ut neque ex inferiori loco satis commodè tela adjici possent, & missa à Gallis gravius acciderent. And that the Brittains not only at this time, but in most of those Wars of the Gaules, did send them aids and supplies against the Romanes, the words of Casar evidently declare, who intending to invade their Country, pretended no other Quarrel then, Qued omnibus ferè

By all which it manifelly appeareth that before the Roman Conquest, the Bri-

tish Nation had the Supream Power and Command of their own Seas without the

competition of any other Nation whatsoever.

So likewife when the Romanes had made themselves possessory Lords of the Island. and the Soveraignty of the Seas thereunto belonging was in them, and accordingly continued and was maintained, without incroachment, or pretence of Title thereunto made by the other. But when the Civil Wars and Distraction of the Roman Empire had by exhausting of the Flower of the Brittain Youth, so much infeebled the Nation, as inforced them to call in the Saxons to their aid against the Picts their insolent Neighbours, and for suppressing the national Factions grown up amongst themselves, and those Saxons (working upon the weakness of the Brittains) had expelled them from the better parts of the Kingdom, though for a time they were diverted from settling their own Affairs by the powerful Invasions of the Danes and their homebred Quarrels, grown by reason of the several petty Kingdoms of their Heptarchy; yet when they were all reduced under one head, they forgot not to usume their Right of Sovereignty in the Seas of England. As did the most noble Edgar, who in the glorious Title of his Charters, yet extant of those times, speaketh as followeth.

Altitonantis Dei largiflua clementia, qui est Rex Regum. Ego Edgarus Anglorum Basileus omnium que rerum Insularum Oceani quæ Brittaniam circumjacent, cunctarumque

Nationum, que infra eam includuntur Imperator & dominus, &c.

And for maintenance of this his Soveraignty, he continually kept in readiness a Navy of four hundred Ships, which being divided into four feveral Fleets of one hundred Ships a piece, did every year after Easter take their course to the four quarters of England, where they remained to guard, and scowre the Seas until Winter following. So faith Ranulphus Cestrensis. Item quoque Edgarus 400 Naves con-Ranulphus gregavit ex quibus omni anno polt festum Paschale, 100 Naves ad quamlibet Angliæ partem statuit, sic estate Insulam circum navigavit, hyeme vero indicia in Provincia exercuit.

Etheldred after Edgar for defence of the Seas and Kingdoms, caused of every three hundred and ten hides of Land a Ship to be built, which meeting at Sandwich, made

the greatest Navy that ever this Kingdom set forth to Sea.

And Canutus the Dean, coming not long after to be King first of half the Realm by composition between him and Edmond Ironside, and after the Death of Edmond of the whole Survivorship did for his own time (as his Successors of the Danish Race after him) preserve the Seas of the Kingdom in their former estate, without admit-

ting any the Neighbour Princes to have any Dominion in any part thereof.

And so they remained in the time of the Confessor until the Conquest made by William Duke of Normandy, in whose Reign, and for many discents after him, the Sovereignty of the faid Seas was so far from being evicted, that it was never so much as questioned by any Nation until the time of Edward the First, about the year 1299. and the fix and twentieth of his Reign. At which time the King of France being upon Terms of Hostility with those of Flanders, did by his Commission constitute one Requer Grimbald Admiral of his Navy, which he then sent forth against the Flemmings; by vertue of which Commission, Grimbald in passing to and again in the Seas of England, took upon him Sovereign Jurisdiction, as Admiral unto the French King in those Seas, taking the people, and Merchants of England, and other Nations; and carrying them into France, where he caused them to abide his Judgment and Award concerning their Goods and Merchandise; But shortly after the Kings of England and of France appointed by agreement certain Commissioners (tcrmed Auditors in the Record) to hear, and redress the Wrongs interchangably done by their Subjects contrary to the Peace formerly made between them at Paris, before which the Commissioners, the Agents (or Procurators, as the Record nameth them) for the Maritime Coasts of the greatest part of the Christian World, of Genga, Spain, Germany, Holland, Zealand, Freezeland, Denmark and Norway, made this remarkable Acknowledgment and Declaration following, which out of the old French of that time I have rendred into English, the Title whereof is thus in Latin.

De superioritate Maris Anglia & jure officii Admirallatus in eodem.

Tower of London.

Record in the To our Lords Auditors deputed by the Kings of England and of France, to reducis the Damages done to the people of their Kingdoms, and of other Territories subject to their Dominions by Sea and by Land, in time of Peace and Truce.

> The Procurators of the Prelates, Nobles, and Admiral of the Sea of England, and of the Comminalties of Cities and Towns, and of Merchants, Mariners, Meffengers, Pilgrims, and of all other of the faid Kingdom of England, and the Territories subject to the Dominions of the said King of England, and of other places, as of the Sea-coasts of Genoa, Cataloigna, Spain, Alemaigne, Zealand, Holland, Freezland, Denmark and Norway, and of divers other places of the Empire, do shew, That. whereas the Kings of England, by reason of the said Kingdom from time whereof there is no memory to the contrary, have been in peaceable Possession of the Dominion of the Sea of England, and of the Isles being in the same, in making and establishing Laws and Statutes, and Restraints of Arms, and of Ships, otherwise furnished then to Ships of Merchandise appertaineth, and in taking Surety, and affording Safeguard in all cases where need shall be, in ordering of all other things necessary for maintaining of Peace, Right and Equity, amongst all manner of people, as well of other Dominions as of their own, passing through the said Seas, and the Sovereign Guard thereof, and in doing Justice, Right and Law, according to the said Laws, Ordinances and Restraints, and in all other things which may appertain to the exercise of Sovereign Dominion in the places aforesaid. And A. de B. Admiral of the Sea deputed by the King of England, and all other Admirals ordained by the faid King of England, had been in peaceable Possession of the Sovereign Guard, with the Cognizance of Justice, and all other the appurtenances aforesaid, except in case of Appeal, and of Complaint made of them to their Sovereigns the Kings of England in default of Justice, and for evil Judgment, and especially in making Restraints, doing of Justice, and taking Surety of the Peace of all manner of people using Arms in the said Sea, and carrying Ships otherwise surnished, and set forth then to Merchants Ships appertaineth, and in all other points where a Man may have reasonable cause to suspect them of Robbery, or of other Misdemeanours. And whereas the Masters of the Ships of the said Kingdom of England in the absence of the said Admiral hath been in peaceable Possession of taking Cognizance, and judging all Actions done in the faid Sea, between all manner of people according to the faid Laws, Statutes, Restraints and Customs. And whereas in the faid first Article of Confederation lately made between the faid Kings in the Treaty upon the last Peace at Paris, are comprised the words which follow in a Schedule annexed to these presents. First it is estreated, and accorded between us, and the Messengers and Procurators aforesaid, in the Names of the said Kings. That the said Kings shall from this time forward be one to the other Good, True and Loyal Friends, and aiding against all Men (save the Church of Rome) in such manner, as if any one, or more whatsoever they be, would difinherit, hinder or molest the said Kings in the Franchises, Liberties, Priviledges, Rights, Duties, Customs of them and of their Kingdoms, they shall be Good and Loyal Friends, and aiding against all Men that may live and dye to defend, keep and maintain the Franchises, Liberties, Priviledges, Rights, Duties and Customs abovesaid, except to the King of England, Monsieur John, Duke of Brabant in Brabant, and his Heirs descended of him, and of the Daughter of the King of England, and except to our forefaid Lord the King of France, the excellent Prince Monsieur Dubart, King of Almaigne, and Monsieur John, Earl of Anhault in Anhault, and that the one shall not be of Counsel, or aiding where the other may lose Life, Member, Estate or temporal Honour, Monsieur Reyner Grimbald, Master of the faid Navy of the faid King of France, who Names himself Admiral of the faid Sea, deputed by his Lord aforefaid, in his War against the Fleinmings, after the faid Confederation made and established, and against the Form and Force of the said

Confederation, and the intention of them that made it, wrongfully assumed the Office of the Admiralty in the faid Sea of England, by the commission of the King of France, and used the same one Year, and more; taking the people and Merchants of the Kingdom England, and of other places passing through the said Sea with their Goods, and delivered the people, so taken to the Prison of the said Lord the King of France, in the Ports of his faid Kingdom, as to him forfeited and ac-And the taking, and detaining of the faid people with their faid Goods, and Merchandise, as also his said judgment and award, hath justified before the Lords Auditors in writing, by vertue of the Authority of his faid Commission, of the Admiralty aforesaid by himself usurped, and during a restraint generally made by the King of England, by reason of his power, and according to the form of their Articles of the Confederation aforefaid, which containeth the words underwritten, requiring that he might be acquitted, and absolved of the same to the great Damage and Prejudice of the King of England, the Prelates, Nobles, and others above-

Wherefore the faid procurators in the names of their faid Lords, do pray your Lordihips Auditors aforesaid, that you cause due, and speedy delivery of the said people, with their Goods and Merchandise so taken and detained, to be made to be made to the Admiral of the faid King of England, to whom the Cognizance of the same of right appertaineth (as is before expressed.) So that without the disturbance of you, or any other, he may take Cognizance thereof, and to do that which appertaineth to his office aforesaid. And the said Mounstenr Reyner Grimbald be condemned, and constrained to make satisfaction to all the said parties damnified, fo far forth as he shall be able, and in his default, his faid Lord the King of France, by whom he was deputed in the faid Office; And that after due fatisfaction made to the parties damnified the faid Mounsieur Reyner, be so duly punished for the violation of the faid confederation, that his punishment may be an example to others in time to come.

In the Record these memorable points are to be observed.

First, That the Kings of England had then been in Peaceable possession of the said

Dominion, of the said Sea of England, by immemorable prescription.

Secondly, That the Soveraignty belonged unto them, not because they were Domini utriusque ripæ, as when they had both England and Normandy, and so were Lords of both Shoars. For Edward the First at this time had not Normandy, but that is inseparably appendant and annexed unto the Kingdom of England, our Kings being Superior Lords of the faid Sea, by reason (as the said Record speaketh) of the faid Kingdoms.

Thirdly, Only the Kings of England had power to make Laws, and exercise Supream Jurisdiction over all persons, and in all causes within the said Sea, and in.

their absence to the Masters of their said Ships only appertaineth.

Fourthly, That the King of France could not make an Admiral in that Sea, without doing wrong to the King of England, but that it was an Usurpation upon his Right.

Lastly, That all this was affirmed, and acknowledged by the Agents of most

part of Christendom, being strangers to the Crown of England.

Surely I believe no Prince in the World can produce clearer evidence for any part of his Estate, then the King of England by this Record can do, for his Sovereignty; and exclusive Jurisdiction in the Sea of England. Yet for further declaration hereof, I will add certain others of fucceeding times, in affirmance of that above mentioned.

The first whereof is that of King Edward the III. being an Article amongst others, upon which the King's Justices were to be advised with all the Title of the

Record, being as followeth.

Articuli super quibus Justiciarii Domini nostri Regis sunt consulendi.

Item ad finem quod resumatur, & continuetur ad subditorum prosecutionem forma proceendi, quondam ordinata & inchoata per Avum Dominum nostrum Regis, & ejus Concilium ad restituendum, & conservandum antiquam superioritatem Maris Anglia, & jus officii Admirallatus in eodem, quod corrigendum leges & Statuta per ejus Antecessores Anglia Reges du dum ordinata, ad conservandum pacem & justitiam inter omnes Gentes Nationes cujuscunque per mare Angliæ transeantes, & ad cognoscendum super omnibus in contrarium attemptatis in eodem, & ad puniendum delinquentes & damna parti satisfaciendum. Quæ quidem leges, & statuta per Dominum Richardum quondam Regem Angliæ in redditu suo à terra sancta correcta fuerunt interpretata, declarata & Insula

de Olleron publicata & nominata in Gallica lingua. Lay loy Olleron.

In this Record (as in the former) the Antient Right of the King of Englands Superiority, in the Seas of England, and the large extent thereof is clearly specified, but especially in the conclusion we may observe to the great Glory of our English Nation, that the famous Laws of Oleron (which after the Rhodian Laws were antiquated and absolete) have now well near 500 years been received by all the Christian World, for regulating Sea affairs, and deciding Maritime controversies, were first declared by King Richard the I. (a King of England) at his return from the Holy Land, and by him caused to be published in the Isle of Oleron, then belonging to the Dutchy, of Aquitane; and thereupon, and from that Island took their name, which they yet retain, and this is the more worthy of note, because until this Record (being lately found) was produced, the most Learned Lawyers, and Antiquaries of our times were altogether ignorant by whom those Laws were ordained, and why they were so called. To the same purpose and effect is this origi-

nal in French, but expressed here in English.

Item, To the end that having feen and confidered the forms of Proceeding and Letters, ordained by the Council of our faid Lord (Grandfather to the King) for them, and the faid Nation of England, to recover and retain the faid Subjects Affiftants and Allies; and to cause redress to be made unto them, for all Damages done to them on Sea and Land, during the faid Truce, Peace, and Confederation. and against the form of the same, by the said French their Assistants and Allies, and to shew the clamour of the people for the said Disinheritance, and the Damages which by reason of such clamour might happen, and especially to retain the Soveraignty, which his Ancestors the Kings of England used to have in the said Sea of England, as touching the Antient Declaration and Interpretation of Laws, by them made to Govern all manner of people passing through the said Sea. And first, to his Admiral, and Masters, and Mariners of the Ships of the Cinque-Ports of England, and of all other Lands annexed to the Crown of England, belonging to his Army in the faid Sea, the like forms of Proceedings and Letters be henceforth observed, with all such amendment as may be ordained by the said Councils of our faid Lord the King to the Profit, and Honour of him.

And moreover the Record following, sheweth how much that Great King Edw. the 3. held himself in Honor bound not to suffer the Dominion of the Sea to be lost, or impaired in his time, but especially we are in it to observe that the Kings of England were anciently, as now, Domini Anglicani circumquaque. Lords of the Seas environing England, for so the words of the Record are.

Rex dilecto, & fideli suo Galfrido de Say. Admirallo flotæ suæ navium ab ore aquæ Thamisiæ, versus partes Occidentales salutem. Cum nuper nos animadvertentes quod Progenitores nostrum Reges Angliæ, Domini Maris Anglicatani circumquaque, & etiam defensores contra hostium invasiones ante hæc tempora extiterunt. Et plurimum nos tæderet si honor noster regius in desensionne hujusmodi armis (quod absit) deperat temporibus nostris, aut in aliquo minuatur, &c. Mandamus vobis quod statim visis presentibus.

Record Regis in

& absque ulteriori dilatione navis portuum prædictiorum & alias naves, que jam paratæ existunt super mare tene atis.

And first, to the practick proof of this Dominion, and Superiority in all suc-

ceeding times, what can be more pertinent, and material then to shew.

That the Kings of England, Successively have had the Sovereign guard of the

That they have imposed Taxes and Tributes, upon all Ships passing and Fishing therein.

That they have stoped, and opened the passage thereof, to strangers as they

That all Wrecks and Royal Fishes therein found, are originally due, and do belong unto them.

Every of which particulars, the Testimonies following will amply manifest.

As touching therefore the guard of the Seas. It is apparent by the Records of Parliament, and by the printed Books of Statutes, that Tomage and Poundage were granted; as for other Reasons, so especially, and all ways for enabling the King to guard the Seas. And accordingly divers Admirals from time to time, were constituted by Commission for that purpose, of which there are multitudes of prefidents upon Records. It may suffice to insert this one instead of many.

Rex Charissimo consanguineo suo Henrico Duci Exonix salutem. Sciatis cum nos Sc. retinuerimus vos sub certis modis & forma ad proficiendum in servitio nostro supra Mare super custodia ejustem, &c. Ordinavimus & assignavimus vos, & vobis tenere presentium plenam, & sufficientem committimus & damus potestatem & authoritatem generalem & specialem ad prosiciscendum supra mare cum retinentia vestra Piratasque & Spoliatores, Mercatorum, & Piscatorum tam Anglorum, quam extraneorum cum eorum Navibus, & capiend. & arrestand. & eos juxta casus & juris exigentiam similiter castigand. &c.

And to this purpose we find frequent Protections granted, to such of the Subjects as were in service with their Admirals, As to Thomas Warren of Bristoll, qui in obsequium Regis in comitiva dilecti & fidelis consanguinei Johannis Comitis Wigorum unius custodum Maris super salva custodia & defensionem ejusdem Maris moratur.

So likewise unto John Warde, qui in obsequo Regis in comitiva dilecti, & fidelis consanguinei nostri Richardi comitis Sarum unius custodum Maris super salva custodia &

defensione ejusdem profecturus est.

And the like to Richard Clarke, qui in Regis obsequio in comitiva dilecti & fidelis consanguinei Regis Johannis comitis Oxonix unius custodum maris super salva custodia

& defensione ejusdem moratur.

I shall not need to speak any more of elder times, for declaration of this point, fince our own memories can testifie, that divers Ships have been sent forth by our Sovereigns, at fundry times upon the like imployment, befides those that have constantly kept the Narrow Seas, unto which all Strangers even at this day vaile Bonnet in acknowledgment of this Superiority, according to this Ordinance made by King John many hundred years past, worthy to be remembred and observed,

which out of the Old French I have here verbatim tanslated into English.

Item, It was ordained at Hastings for a Law and Custom of the Sea, in the second Inter leges ma-Year of the Reign of King John, by the advice of the Lords Temporal, That if a rinas sub fine. Lieuetenant in any Voyage, being ordained by Common Council of the Kingdom, do incounter upon the Sea any Ships or Vessels laden, or unladen, that will not strike and veile their Bonnets at the commandment of the Lieuetenant of the King, or of the Admiral of the King, or his Lieuetenant, but will fight against them of the Fleet, that if they can be taken, they be reputed as Enemies, and their Ships, Veffels, and Goods taken, and forfeited as the Goods of Enemies, although the Masters or Possessers of the same would come afterwards and alledge, that they are the Ships, Vessels, and Goods of those that are Friends to our Lord the King, and that the common people being in the fame, be chastisfed by imprisonment of their Bodies for their Rebellion, by discretion:

Concerning Taxes, and Tributes imposed upon Ships passing, and Fishing upon our Seas and Coasts; it will be proper in the first place, to set down the Ordinance made in the second Year of Richard the second, by the assent of the whole Estate in the Parliament, which upon the Roll of that Year is Recorded in these words.

Ordinance et grant per l'advise des Merchants de Londres et des autres Merchants vers le North per assent de touts les Commons de Parliament per devant le Countes de Northumberland et le Mayor de Londres pour le quard de mere et costs de Admiral des North aux deux niefs.

Primerment pur prender de chacune neif et Crayer de quelque passage que passe per la mere le dit Admirall alant et retournant pur le voyage de chacune Tonne tight vid.

Iten de prendre des autres neifs et vesseaux pessioners et passon entour autres poissonniers sur le me re deins le dit Admiralty de quelle portage quil soit en troys Semanies de chacune Tomne tight: vi d.

Iten de toutes autres neifs Crays & vesseaux passantes per mere deins le de Admiralty charges ove biens de Merchants in Exprenx on en Northway on en Sion Ga de chacune

Tomne tight vi d.

In which Ordinance of Parliament we may plainly observe, that these payments were imposed upon all Ships, Passengers, as well as Fishers within those Seas. And

to the like purpose is this of Edward the fourth.

Rex dilectis & fidelibus Johanni Henningham militi Willo Hopton, Edv. Ynce, Pat. 22. E. 4. Rex dilectis & fidelibus Johanni Henningham militi Willo Hopton, Edv. Ynce, part i. in 2.de & Johanni Wamfilet; falutem Sciatis, quod cum nos pro securitate Subditorum; no-conductu se five strorum commitatum Northhampt. & Southhampt. quam Navium, & Piscatorum qui garlia Wasto. Super mare per Costeras eorundem Comitatum piscari voluerunt sub conductu & salva gardua dilectorum & fidelium nostrorum Edw. Ynce, Johannis Dabey, unius valectorum Coronæ et Will. Thederston, quos custodes, conductores, et Wastores pro securitate di-Etorum Piscatorum versus inimicos nostros, super mare existentes ad presens ordinavimus de fidelitate, et provida circumspectione vestris plenius considentes, assignavimus vos conjunctim, et divism, ac vobis plenam potestatem et authoritatem tenore presentium damus et committimus tam ad custodes, conductores, et Waftores illos supervivendum, qnam ad communicandum cum quibusdam Piratoribus cujuscunque patriæ fuerint qui in partibus prædictis sub securitate dictorum, Edmundi Ynce, Johannis Daby, et Will. Federston piscari voluerint. Quod ipsi piscatores et eorum quilibet ad omnia, et omnimoda costas onera et expensas eisdem custodibus conductoribus et wastoribus presentium fint tempore piscationum contributores ad hujusmodi costas, onera, & expensas illa de hujusmodi piscationibus, piscatorum prædictorum ubicunque inuenire poterunt levandum et colligendum. Nec non ad omnes alios fore custodes, conductores, sive wastores alios, quam prenominatos presumentes, vel attemptantes arrestandi et capiendi & prox. Goalæ nostræ committendum ibidem salvo, et secure, quousque eorundem deliberatione ordinavimus custodiendum, similiter authoritatem et potestatem damus et committimus. Et ideo vobis et cuilibet vestrum mandamus quod circa præmissa diligenter intendatis ut ea faciatis et exequamini in forma prædicta.

In this Record is manifestly exprest that the King appointed wasters to guard the Fishers, not only of his own Realm but Foreiners and Strangers, that Fish upon his Coasts, and that the wasters took a rateable proportion of every Ship towards their Cost and Expences, in securing their Fishing. And lastly, that these wasters were to prohibit all other wafters whatfoever, that prefumed to take that Office upon

them, and to commit them to Prison, there to attend the Kings pleasure.

To this effect the venerable Camden in his description of the North-riding of Tork-shire, saith, that the Hollanders, in their Fishing for Herring upon the North Coasts of England, did first obtain License of Scarborough Castle for to do.

But that which is most material to the Sovereign command, and propriety of our King in this point of Fishing, especially appeareth in that all Neighbour Princes have by Treaty obtained Licence for their Subjects to Fish in our Seas. As in a Truce, and abstinence of War agreed between Henry the fourth and the French, to the intent the Fishermen might Fish in all parts, the King sent forth his Letters, as followeth.

rum piscato-

Camdens Brit.

Le Roy an toutz nous Admiralls & a fin qu'en cest present herringinson les poissonniers de l'un pertie, & de l'auter puissoint pessenre plus senrement in le mere les Herrings, & toutes autres poissons entre le haven de Scarborough, & de fin de pays de Flanders vers le East & dillonques sur le coast de Angleterre insanes an haven de Southampton & sur le coast du Royanne de Frence de le dit sin de tout le dit pays de Flanders nisques a riviere de Sound, sc. vonlomus & avomus ordonne & oultre ordonnomus ottryons per ses presents; Que touts les poissonniers de la dite partie de France poissoynt pesher seurement les herrens & toutz autres pessons durant cest herriognison & nisques an primer jour de Januarie prochainment a vener & denis & entre les bounds dessus limites.

The like liberty was granted by Treaty between Henry the 6th and the Duchess of Burgundy, to those of Brabant and Flanders, witnessed by the Record following.

Rex omnibus ad quos, &c. Inspeximus quasdam continuationem, prorogationem, & elargationem nuper facta super facto intercur sus, & commutationis Merchandiz et Piscariæ maris et aliarum rerum necessarium ad utilitarem communem nostrorum regni Angliæ dominii et Hiberniæ et villæ Caliciæ ex una parte, et Ducatus Comitatus patræ Brabantiæ, Flandræ, et Dominii villæ Machlinæ ex altere parte. Atnongst other Articles this is one. Item et touts pechens tam de Angleterre Ireland, et Calais peaceablement aller partent

sur le mer pur pischer et gaigner leur venvre sans impeachment on disturber de l'vne par-

tie on de l'auter.

So in a Truce to endure for thirty Years, between the King of England and his Heirs on the one Party, and the Duke of Burgundy and his Heirs on the other Part. One Article is.

Item et touts pecheurs tam D'angleter quam d'Ireland et de Calais sicome de pais de Mon Sur le Duke quelqueles soyent purront peaceablement aller par tout sur le mer pur pescher, et Sans et lour soit besaigne sur ceo requirer on obtitiner asc licenee conge on sans conduict. Sc.

The like in a Truce, and Abstinence of War, to endure the space of thirty Years, Franc. 8. E. 4. between Edward the fourth and his Heirs on the one Part, and Francis Duke of

Britain on the other Part, where one Article is.

Item et touts, pescheurs tam D'anglter' sicome du dit pais et Duche de Britaigne quelqueles soyent purront peaceablement aller par tout sur mer pur pescher, et gaigner lour uniure sans impeachment on disturber delv'ne partie au de la uter et sans et lour soit besaigne sur ceo requirer sans conduct.

Moreover, Philip the second, King of Spain, in the first Year of Queen Mary, obtained license for his Subjects to Fish upon the North Coast of Ireland, for the term of one and twenty Years, paying Yearly for the same a Thousand pound, which was accordingly brought into the Exchequer of Ireland, and received of Sir Henry Fitton, being then Treasurer there, as his Son Sir Edward Fitton hath often testified.

To conclude this point; It is notorious, that at this day the King of France (as others of his Predecessors have done) by the special License of the King of England, Fisheth upon our Coasts near Rye, with a fet, and limited number of small Boats, and that only for Provision of his own Houshold, being tied to observe the Orders and Laws of his own Fishermen; for breach whereof divers of his Subjects of late Years have been taken and imprisoned in Dover Castle, and elsewhere.

Nor doth the King of England in these particulars claim, or use any exorbitant Jurisdictions, and differing from that of other States and Princes in like case, who generally give Aliens Laws to pass our Fish, in the Seas Coasting upon their Ter-And also impose Taxes and Tributes for their own profit and commodity.

The Emperour of Russia compelleth all Fishermen within the Seas, though it be

many Leagues from the Main, to pay him Tribute.

In Scotland, and other Islands under the King of Swede, they are enforced to pay

The King of Denmark at his Ward-house in the Sound, hath for a License a Dollar, and for the Seal or Rose, a Noble of every Ship, and for every last of Herrings, being twelve Barrels, a Dollar.

The Duke of Medina Sidonia in Spain, hath his greatest Revenues out of the Taxes laid upon Fishermen, for their fishing in Tourney.

All Princes of Italy, bordering upon the Seas, receive a proportion of like benefit. And the Hollanders themselves impose Taxes on the Fishes, taken by their own

Fishermen in our Seas.

Now for the King of Englands Soveraignty, in opening and stopping the passage of his Seas; the Presidents of antient times imbarging, and staying, not only Pirates or Enemies, but Friends also that were suspected to trade with Enemies, or had done particular wrong to the English Subjects, or upon some other urgent occasion, or reafon of State, are so frequent in Record of Story, that the transcribing and reading of a thing fo generally known, would certainly be esteemed loss of time and labour.

I remember those of Hamborough, and other Easterlings (though in amity with us) in the late Reign of Queen Elizabeth of famous memory, were notwithstanding staied from passing through our Seas towards Spain; and good prize made of all other Nations that attempted to do the like, without license first had and ob-

tained from hence.

I will therefore only note, by the way, to this purpose; that Strangers being to pass through our Seas eitheir in coming to us, or going to any other place, without so much as touching upon any of the King of Englands Countries, have used to take safe conducts, and licenses of our Kings to secure them, and protect them in their passage, thereby acknowledging the right of their Superiority in this behalf in the Seas. Of which fort amongst many, the recital of these two shall suffice. Rex per literas suas patentes per triennium duraturas suscept in salvum, et securum

Franc. 11.H.4. de salvo con-

conductum suum, ac in protectionem, tuitionem et defensionem suas speciales Edw. Sygal et Opicinum Lomeline de Jean Mercatores cum bonis, et Merchandizis suis in quibusdam Bargis, Carakis, five navibus in partibus Janus carcatis, et alibi cariandis ab iisdem partibus in Regnum, Dominum et potestatem nostra veniendum, et exinde ad portas suas proprias tam per terram quam per mare transeundo, et redeundo.

This was granted to certain Merchants coming with their Ships and Goods, out

of Italy into England.

That which followeth, was to those which passed the Seas as well to other places.

ubicunque placuerit, as this Kingdom.

Ros. Fran. 33. H. 6. de salvo conductu.

Rex per literas suas patentes de gratia sua speciali suscepit in salvum et securum conductum suum, ac in protectionem, tuitionem, et desensionem suas speciales Robertum Forrester, Rogerum de Clerk, Leonardum Blanch, & Johannem de Conwillis, Mercatores de Normania, et eorum quemlibet, ac factores, Attornatos, et servientes suos & quemlibet eorum in regnum Regis Angliæ, ac alia Dominia, Jurisdictiones et territoria Regis Angliæ quæcunque vel alibi ubicunque eu placuerit cum una nave vocata le grace de Dieu de Roven, portage 90. Doliorum, vel infra unde Johannes de Bognas, Nundinas de Basher, Martinus Hunday, Johannes de Blanch, Johannes Massey, vel Wilielmus Emry, est Magister Quibusdam honis vel Merchandizis carcatæ et cum 20. Marinariis, et uno pagetto vel infra pro gubernatione ejusdem Navis, nec non pro rebus hernesiis et aliis armaturis quibuscunqui pro corporibus eorum; et pro defensione ejus dem navis necessariis et defensibilibus secum habendis, et ferendis.

It remaineth to shew that by reason of this Prerogative and Soveraignty, all manner of Wrecks, and Royal Fishes taken in our Seas are due unto the King of England only, or unto such unto whom by special Charters they have granted the same.

For manifestation hereof, although the known and continued practife might suffice, we are to take notice, that by the fundamental Laws of this Kingdom, the King shall have Wreck of the Sea, all Whales and Sturgions taken therein, with Porpoyces, and all other Royal Fishes: And for declaration of this Law, the Statute made 17 Edw. 2. concerning the Kings Prerogative, faith.

Seut. de Prieog.

Item Rex habebit wreccum maris per totum regnum Balenas, et Sturgiones captas in 17.E.2.cap.11. mare, vel alibi infra regnum, exceptis quibusdam privilegiatis locis per Regem.

So likewise Porpoyces are adjudged to belong unto the King, unless any man can claim the same by Charter, or Prescription, and accordingly in antient Charters granted by our Kings to particular places and persons, and among other liberties,

wreccum maris is usually passed by special words, arguing the King's Sovereign Right and Power to dispose thereof at his pleasure, by vertue whereof, Wreck at this day is taken and enjoyed by many, as well Towns and Corporations, as private Men.

But for clear proof of the Right and Practice of this Sovereignty, the Record fol-

lowing is very remarkable, and not to be omitted.

In a Plea between Peter de St. Cleere the Abbat of Cherbourgh, and Godfrey de Car- Rot. de St. teret, Attorney for the Prior (the Name of the Monastery is worn out of the Record) concerning 2 Tuns of Wine found by certain Mariners in alto Mari, and by them brought to Land through certain places, where the said parties claimed to ciar inhabit. have liberty of Wreck. After long debate, and full hearing of the Case recited at Gerasey,

length in the Record, the Conclusion and Judgment is as followeth.

Et Willielmus de Marciis qui sequitur pro Domino Rege dicit quod nullus eorum petere potest prædictavina & wreccum, quia dicit quod ea tantummodo sunt wreccum, quæ fluctus Maris projiciunt ad terram vel infra portum, vel tam prope terram quod astantibus in terra possint pependi, & sic ducantur, vel trahentur ad portum, & ea, quæ reparta sunt in alto Mari unde wreccum non existit, quod fluctus Maris ea vellent projicere, sed per laborem Marrinariorum leventur à Mari, & ponantur in Navi, vel batello, & sic invasi ducantur ad terram & non tangunt terram alicujus per trahimitronem nec alio quovismodo non possunt wreccum, sed sunt tantummodo de adventuris Maris de quibus nullus potest aliquid clamare nist salvatores, & Dominus Rex concessit libertatem percipiendi hujusmodi adventuras. Et petit judicium pro.Domino Rege. Et prædictus Petrus, & alii non possunt hoc dedicere. Et ideo consideratum est quod prædista vina remaneant Domino Regi (salva salvatoribus parte sua) & Petrus, & alii in misericordia pro falso clamore. Postea unum de prædictis doliis concessusm fuit prædicto Priori pro LXs. de parte sua & de XXL residuis respondet Domino Regi.

Whence we are to observe, that all findings, or things flaoting in alto Mari, and consequently the main Sea, or Channel it self, belonging to the King, of which those that find the same, are to have two parts of three for their share, in respect

of their pains, and the other third part is due to the King.

For conclusion of that which hath been shewed already, I have thought fit to add fuch Presidents out of the Municipal and Common Laws of the Kingdom, marshalled together in one Body or Classis, as do affirm this, the King of England's Prerogative, and Sapream Jurisdiction in, and over the Seas, which being severally applyed to such heads as are formerly set down, will evidently evict the truth thereof.

Bracton in his Book, de acquirendo rerum domino saith. Si autem insula in mari nata est (quod raro accidit) occupantis sit & per consequens Regis propter suum privilegium.

The same Bracton affirmeth, That one of the Articles to be enquired before the Justices and Merchants was, de purpresturis factis super dominum Regem sive in Mari, &c.

6. R. 2. Upon an Action of Debt, the Defendant sued forth a Protection. At 6. R. 2. which time Justice Belknapp took exception, saying, The Protection is, quia profecturus est super Mare, with G. K. Admiral; and you never saw Protection allowed of, if the Party did not go out of the Legiance of the King of England in the parts of Scotland, Gascoignie or France. But the Sea is of the Legiance of the King of his Crown of England, wherefore it feemeth the Protection is allowable, and you never faw such a Protection allowed before this day: But afterwards an express Writ came

out of the Chancery, commanding the Protection to be allowed.

A Child born upon the King's Seas is not an Alien by the Common Law. Tempore Edw. 1. a Replevin was brought of a Ship taken upon the the Wast of Scarborough on the Sea, and from thence carried into the County of Norfolk, to which Mutford took two exceptions, one because no certain Town, or place was named from whence the Vifne should come; for the Wast extendeth four Leagues. Secondly, because of a thing done upon the Sea, this Court cannot have Cognizance. To which Justice Beresford said, That the King will that Peace be kept as well upon

Bracton de aclib.2. fol.19.

the

the Sea, as upon the Land; and we find that you are come in upon due Proces, and

so no cause but that should make answer.

Doctor and Student faith, That the King is Lord of the narrow Seas, as bound to scowre the Sea of Pyrates and petty Robbers, and therefore shall have wreck of of the Sea.

By the Common Law the King shall have Flostan, Jestan, and Ligan.

Flostan being such Goods as after Shipwrack do float upon the superficies of the Water.

Festan are all manner of Goods that the Mariners being in danger to cast out of the Ship perished.

By Ligan is understood all things that are ponderous, and in Shipwrack, do sink

to the ground and bottom of the Sea.

By all which Presidents it is manifest, that by the Common Law of the Land, the King is Proprietory Lord of our Seas; that the Seas of England are under the Legiance of the King, that the King is the Sovereign Conservator of the Peace as well upon the Sea as Land, That not only things floating on the superficies of the Water, but fuch as Iye upon the Soil or Ground thereof, belong properly unto the King,

whereupon I conclude, That, Rex Maris imperio Domino & fundo possidet.

And that it may appear how great a King the King of England is, by reason of this his Sovereignty and Dominion, it will not be amiss to take a view of the inestimable Riches and Commodities which (befides our felves) other Nations, our Neighbours do daily reap, especially by fishing in our Seas, insomuch that no Christian Prince of the World is Lord of any Territory, that (confidering all Circumstances) yieldeth the like constant and general benefit; for proof whereof, I will briefly set down fuch Observations as others have heretofore made, and we our selves find by daily experience to be true beyond all exception.

The inestimable Riches and Commodities of the British Seas.

THE Coasts of Great Brittain do yield such a continual Sea-harvest of gain and benefit to all those that, with diligence, do labour in the same, that no time or feafon in the year passeth away without some apparent means of profitable imployment, especially to such as apply themselves to fishing, which from the beginning of the year unto the latter end, continuing upon some part or other upon our Coasts, and therein such infinite shoales and multitudes of Fishes are offered to the takers as may justly move admiration, not only to Strangers, but to those that daily be imployed amongst them.

The Summer fishing for Herring beginneth about Midsummer, and lasteth some part

of August.

The Winter fishing for Herring lasteth from September to the midst of November, both which extend in place from Boughones in Scotland to the Thames Mouth.

The fishing for Cod at Alamby Wirlington, and White-haven near the Coast of Lan-

cashire from Easter until Whitsuntide.

The fishing for Hake at Aberdeny, Abvesiwhich and other places between Wales and Ireland, from Whitsuntide to St. James-tide.

The fishing of Cod and Ling about Padstow within the Land, and of Severne from

Christmas to Midlent.

The fishing for Cod on the West part of Ireland, frequented by those of Biscay, Galicia and Portugal, from the beginning of April until the end of June.

The fishing for Cod and Ling on the North and Northeast of Ireland, from Christ-

mas until Michaelmas.

The fishing for Pilchers on the West Coast of England, from St. James-tide until

The fishing for Cod and Ling upon the Northeast of England from Easter until Midsummer.

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The fishing of great Staple Ling, and many other forts of Fish lying about the island of Scotland, and in the several parts of the British Seas all the year long.

In September, not many years fince, upon the Coast of Devonshire near Minigall 500. Tun of Fish were taken in one day. And about the same time 3000 pound worth of Fish in one day were taken at St. Ives in Cornwall by small Boats, and other poor provisions.

Our five-men-boats, and cobles adventuring in a calm, to launch out amongst the Holland Busses, not far from Robin-hoods Bay, returned to Whithy full fraught with Herrings, and reported that they saw some of those Busses take 10, 20, 24. lasts at a draught of Herrings, and returned into their own Country with 40, 50, and

100. lasts of Herrings in one Busse.

Our Fleet of Colliers not many years fince returning from Newcastle, laden with Coals about the Well, near Flanborough head, and Scarborough met with such multitudes of Cod, Ling, and Herring, that one amongst the rest with certain Shiphooks, and other like Instruments drew up as much Cod, and Ling in a little space of time, as were sold well near for as much as her whole lading of Coal. And many hundred of Ships might have been there laden in two days and two nights.

Out of which wonderful affluence, and abundance of Fish swarming in our Seas, that we may the better perceive the infinite gain which forrein Nations make, I will especially insist upon the Fishing of the Hollanders in our Coasts, and thereby

shew how by this means principally they have increased.

I. In Shipping.

2. In Mariners.

3. In Trade.

4. In Towns and Fortifications.

5. In Power extern or abroad.
6. In publick Revenue.

7. In private Wealth.

8. It all manner of Provisions, and store of things necessary.

1. Encrease of Shipping.

Essides 700. Strand Boats, 400. Sullits, Drivers and Tod-boats, wherewith the Hollanders Fish upon their own Coasts, every one of those imploying another Ship to fetch Salt, and carry their Fish into other Countries, being in all 3000. Sail, maintaining and setting on work at least 4000. persons, Fishers, Tradesmen, Women, and Children. They have 100. Doyer Boats of 150. Tuns a piece, or thereabouts. 700. Pincks and Well-boats from 60. to 100. Tuns a piece, which altogether Fish upon the Coasts of England and Scotland for Cod, and Ling only. And each of these employ another Vessel for providing of Salt, and transporting of their Fish, making in all 1600. Ships, which maintain and imploy persons of all forts, 4000. at least.

For the Herring feafonthey have 1 600. Busses at the least, all of them Fishing only upon our Coasts, from Boughonnesse in Scotland, to the mouth of Thames. And every one of these maketh work for three other Ships that attend her; the one to bring in Salt from forrein parts, another to carry the said Salt, and Cask to the Busses, and to bring back their Herrings, and the third to transport the said Fishinto forrein Countries. So that the total number of Ships and Busses plying the Herring Fair is 6,400. whereby every Busse, one with another, imployeth 40. Men, Mariners and Fishers within her own hold, and the rest 10. Men a piece, which amounteth to 112000. Fishers and Mariners. All which maintain double, if not treble so many Tradesmen, Women and Children a Land.

Moreover they have 400. other Vessels at least, that take Herring at Tarmouth, and there sell them for ready Mony: So that the Hollanders (besides 300. Ships before mentioned fishing upon their own Shoars) have at least 4800. Ships only maintained by the Seas of Great Britain, by which means principally, Holland being

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not so big as one of our Shires of England, containing not above 28. Miles in length and 3. in breadth, have increased the number of their Shipping to at least 10000. Sail, being more than are in England, France, Spain, Portugal, Italy, Denmark, Poland, Sweden, and Russia. And to this number they add every day; although their Country it self affords them neither Materials, or Victual, nor Merchandise to be ac-

counted of towards their fetting forth.

Besides these of Holland, Lubeck hath 700. great Ships, Hamborough 600. Embden 1400. whereunto add the Ships of Bremer, Biscay, Portugal, Spain, and France, which for the most part Fish in our Seas, and it will appear that 10000. Sail of forein Vessels, and above, are imployed and maintained by fishing upon our Coasts. So that in Holland there are built 1000. Sail at least, to supply Shipwracks, and augment their store, which as the Prince, and common Nursery, is the chiefest means only to increase their number.

2. Encrease of Mariners.

HE number of Ships fishing on our Coasts as being aforesaid, 8400. If we allow but 20 persons to every Ship and the state of the state low but 20. persons to every Ship one with another, the total of Mariners and Fishers, amounteth to 168000, out of which number they furnish their longer Vovages to all parts of the World; for by this means they are not only enabled to brook the Seas, and to know the use of the Tackles, and Compass, but are likewise instructed in the principles of Navigation and Pylotage, infomuch as from hence their greatest Navigators have had their Education, and Breeding.

3. Encrease of Trade.

Y reason of those multitude of Ships and Mariners, they have extended their Trade to all parts of the World, exporting for the most part in all their Voyages our Herring, and other Fish for the maintenance of the same. In exchange whereof they return the feveral Commodities of their Countries.

From the Southern parts, as France, Spain, and Portugal, for our Herrings, they return Oyls, Wines, Pruynes, Honey, Woolls, &c. with store of Coin in Specie. From the Straights, Velvets, Sattins, and all forts of Silks, Allomes, Currans, Oyls, and all Grocery ware, with much Mony.

From the East Countries for our Herrings, and other French, and Italian Commodities before returned, they bring home Corn, Wax, Flax, Hemp, Pitch, Tar, Sope-assies, Iron, Copper, Steel, Clap-board, Wainscot, Timber, Deal-board, Dollars, and Hungary Gilders.

From Germany for Herrings, and other Salt-fish, Iron, Steel, Glass, Milstones, Rhenish-wines, Button-plate for Armour, with other Munition, Silks, Velvets, Rashes, Fustians, Baratees, and such like Frankford Commodities, with store of Rix dollars.

From Brabant they return for the most part ready Mony with some Tapestries,

and Hullshop. Yea some of our Herring are carried as far as Braseile.

And that which is more strange and greately to our shame, they have four hundred ships with fish, which our men of Tarmouth within ken almost at land do vent our Herrings amongst us here in England; and make us pay for fish taken upon our own cost ready Money, wherewith they store their own country.

4. Encrease of Towns and Fortes.

BY this their large extent of Trade, they are become as it were Citizens of the whole World, whereby they have so enlarged their Towns, that most of them within these four hundred Years are full as great again as they were before; Amstreets, Leyden, and Midleburgh having been lately twice enlarged and their Streets, and Buildings so fair, and orderly set forth that for Beauty and Strength, they may

compare with any other in the World, upon which they bestow infinite Sums of Money, all originally flowing from the bounty of the Sea, from whence by their labour and industry they derive the beginning of all that wealth and greatness, and particularly for the Havens of the aforesaid Towns, whereof some of them cost 40, 50, or 100000 \$\mathbb{C}\$. Their Fortifications also both for number and strength, upon which they bestowed infinite Sums of Mony, may compare with any other whatsoever.

5. Encrease of Power abroad.

Such being then the number of the Ships, and Mariners, and so great their Trade occasioned principally by their sishing; they have not only strengthened, and fortisted themselves at home to repel all torrein Invasions, as lately in the War between them, and Spain, but have likewise stretched their power in the East and West-Indies, in many places whereof they are Lords of the Sea Coasts, and have likewise fortisted upon the Main, where the Kings, and People are at their Devotion. And more then this, all neighbour Princes in their differences, by reason of this their power at Sea, are glad to have them of their party. So that next to the English, they are now become the most redoubted Nation at Sea of any other whatsoever.

6. Encrease of publick Revenue.

M Oreover how mighty the publick Revenue, and Customs of that State are increased by their fishing, may appear in that above thirty Years since, over and above the Customs of other Merchandite, Excises, Licenses, Wastage, and Lastage, there was paid to the State for Custom of Herring and other Salt-fish above 300000 to one Year, besides the 10th fish, and Cask paid for wastage, which cometh at least to as much more among the Hollanders only, whereunto the 10th of other Nations being added it amounteth to a far greater Sum.

We are likewise to know that great part of their fish is sold in other Countries for ready Money, for which they commonly export the finest Gold and Silver, and coming home Recoin it of a baser allay under their own Stamp, which is not a small

means to augment their publick Treasure.

7. Encrease of private Wealth.

A S touching their private wealth, if we consider the abundant store of Herrings, and other sish by them taken, and the usual prices they are sold for, as also the multitude of Tradesmen and Artizans, that by reason of this their sishing are daily set on work; we must need conclude that the gain thereof made by private Men must of necessity be exceeding great, as by observing the particulars following

will plainly appear.

During the Wars between the King of Spain, and the Hollanders before the last Truce, Dunkirk by taking, spoiling, and burning the Busses of Holland, and setting great Ransome upon their sishermen, enforced them to compound for great Sums that they might fish quietly for one year, whereupon the next year after the sishermen agreed amongst themselves to pay a Dollar upon every last of Herrings, towards the the maintenance of certain Ships of War, to wast and secure them in their sishing, by reason whereof there was a record kept of the several lasts of Herrings taken that year, and it appeared thereby that in one half, year there were taken 30000 lasts of Herrings; which, at twelve pound per last, amounteth to 3600000 and at 16, 20, 30% the last they are ordinarily sold, then transported into other Countries it cometh at least to 5000000 & Whereunto if we add the Herrings taken by other Nations, together with the Cod, Ling, Hake, and the fish taken by the Hollanders

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and other our neighbours upon the British Coasts all the year long, the total will

evidently arise to be above 10000000 8.

The great trade of fishing imploying so many Men, and Ships, at Sea, must likewise necessarily maintain as great a number of Tradesmen, and Artizans on land, as Spinners, Hemp-winders to Cables, Cordage, Yarn-twine for Nets and Lines, Weavers to make Sail Cloaths, Cecive Packers, Tollers, Dressers, and Couchers to fort, and make the Herring lawful merchandize. Tanners to tan their Sails and Nets, Coopers to make Cask, Block, and Bowle makers for Ships, Keelemen, and Labourers for carrying, and removing their fish, Sawyers for planks, Carpenters, Shipwrights, Smiths, Carmen, Boatmen, Brewers, Bakers, and a number of others, whereof many are maimed persons and unfit to be otherwise imployed. Besides the maintenance of all their several Wives; and Children, and Families. And surther every Man and Maid-servant, or Orphant having any poor Stock, may venture the same in their fishing Voyages which affords them ordinarily great increase, and is duly paid according to the proportion of their gain.

8. Encrease of provision.

A ND to conclude it is manifest that Holland only affording in it self some few Hops, Madders, Butter and Cheese, aboundeth notwithstanding (by reason of this Art of fishing) in plentiful manner with all kind of provisions as well for life, as in Corn, Bees, Muttons, Hides, and Cloaths, as for luxury in Wines Silks, and Spices, and for defence as in Pitch, Tar, Cordage, Timber. All which they have not only in competent proportion for their use, but are likewise able from their

feveral Magazines to fupply their neighbour Countries.

The premises considered it maketh much to the ignominy, and shame of our English Nation, that God and Nature offering us so great a Treasure, even at our own Doors, we do notwithstanding neglect the benefit thereof, and by paying Mony to Strangers for the fish of our own Sea, impoverish our selves to make them rich. Insomuch that for want of industry, and care in this particular 225. fisher Towns are decayed and reduced to extream poverty, whereas on the contrary by diligent endeavouring to make use of so great a blessing, we might in short time repair these decaied Towns of the Kingdom, and add both Honour, Strength, and Riches to our King and Country, which, how easily it may be done, will appear by some sew observations sollowing.

By erecting two hundred and fifty Bulles of reasonable strength, and bigness there will be imployment made for a 1000. Ships, and for at least 10000 Fishermen and Mariners at Sea, and consequently for as many Tradesmen and Labourers at Land.

The Herrings taken by the Busses will afford his Majesty 200000 & yearly Custom outward, and for Commodities returned inward 30000 & and above.

We have timber fufficient, and at reasonable rates growing in our own Kingdom for the building of Busses, every Shire afordeth hardy and able Men, fit for such imployment, who now live poorly, and idle at home.

We have Victuals in great plenty fold at easie rates without payment of Excises,

or Impost.

La Production

Our Shoars and Harbours are near the places where the fish do haunt.

For Drink, or Nets, Salting, and packing our fish, and for succour in stress of weather, we may bring our fish to Land, salt and pack it, and from some parts of his Majesties Dominions be at our Markets in France, Spain, or Italy, before the

Hollanders can arrive in Holland?

We have means to transport our fish into some Northern Countries, where the Hollanders seldom or never come. And though we had as many Busses as the Hollanders, yet there is vent for all, or more, for in the East and Northern Countries, and in many other places, Herrings are every daies meat, Winter and Summer, as well to draw on drink as to satisfie hunger, and in most places the greatest part of the

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year they be scarce to be had, for presently after Michaelmas the Sound and Rivers are frozen up, so as no Herrings can be transported into 20 several Kingdoms, and free States until July, which is for thirty weeks space together, so that when Lent comes there are few to bought for Mony.

Lastly, since by care and industry we gained from the Flemmings, doubtless so by the means we may as eafily grow expert in the Art of Fishing, and in time make

it a staple Commodity of our own.

But this we shall the better and sooner do, if we consider, and endeavour to reform certain wants and abuses which hitherto have hindred us from effecting that

good, and great work, whereof these that follow are none of the least.

. 1. General liberty of eating flesh contrary to old Custom, and the Statute Laws provided for observing Fish days, from whence our scarcity and dearth of fish proceedeth; for where flesh is ordinarily spent fish will not be bought, and want of fale

decayeth all trade, gain being the nurse of Industry.

2. Want of order and discretion in our fishing, every Man being lest to himself, and permitted to fish as best liketh him: Whereas amongst the Hollanders, two of the best experienced Fishermen are appointed to guide the rest of the fleet, all others being bound to follow them, and to cast their lines according to their dire-

3. The Hollanders and other Nations fet forth with their Busses in June to find the shoal of fish, and having found it, dwell amongst it till November, whereas we stay till the Herring come home to our road steads, and sometimes suffer them to pass by ere we look out, our Herring fishing containing only seven weeks at the most, and theirs twenty.

4. The Hollanders Busses are great and strong, and able to brook foul weather, whereas our Cobles, Crayers and Boats being small, and thin sided, are easily swallowed by a rough Sea, not daring to adventure far in fair weather by reason of

their weakness for fear of storms.

5. The Hollanders are industrious, and no sooner are discharged of toding, but presently put forth for more and seek for Markets abroad as well as at home; whereas our English after they had been once at Sea, do commonly never return again until all the Mony taken for their fish be spent, and they in debt seeking only to ferve the next Market.

6. The Hollanders have certain Merchants who during the Herring season do only come to the places where the Busses arrive, and joyning together in several Companies, do presently agree for the lading of 30 or 40. Busses at once, and so being discharged they may speedily return to their former Shipping; whereas our fishermen are uncertain of their Chapmen, and forced to spend much time in putting of their fish by parcels.

These and other defects would carefully be taken into consideration, and certain orders made to make our fishing prosperous, and successful, especially considering the careful mischiefs, the neglect hereof hath brought to the King and Kingdom in general, and to many good Towns, and Corporations in particular, as by authority even of Parliament it self in the Statute of 33. Hen. 8. is plainly testified, which I have summarily here set down to avoid the prolixity of the original.

Because the English fishermen dwelling on the Sea Coasts did leave off their trade of filhing in our Seas and went the half Seas over, and thereupon the Seas did buy fish of Pickards, Flemmings, Normans, and Zelanders, by reason whereof many incommodities did grow to the Realm, viz. the decay of the wealth and prosperity as well of the Cinque Ports, and Members of the fame, as of other Coast Towns by the Sea side, which were builded, and inhabited by great multitudes of people by reason of using and exercising the crast and feat of fishing. Secondly, the decay of a great number of Boats and Ships. And thirdly, the decay of many good Marriners both able in body by their diligence, labour, and continual exercise of fishing, and expert by reason thereof in the knowledge of the Sea Coasts, as well within this Realm, as in other parts beyond the Seas. It was therefore enacted that no manner of persons English, Denizens, or Strangers at that time, or any time after dwelling in England, should buy any Fish of any Strangers in the said Ports of Flanders, Zeland, Picard, France, or upon the Sea between shoar and shoar, &c.

1.Mar.Can 4.

This Act by many continuances was continued from Parliament to Paliament, until the first of Queen Mary, and from thence to the end of the next Paliament, and

then expired.

For conclusion, seeing by that which hath formerly been declared, it evidently appeareth that the Kings of *England* by immemorable prescription, continual usage, and possession, the acknowledgment of all our Neigbour States, and the Municipal Laws of the Kingdom have ever held the Soveraign Lordship of the Seas of England, and that unto his Majesty, by reason of his Soveraignty, the Supream Command and Jurisdiction over the passage, and fishing in the same rightfully appertaineth, considering also the natural scite of those our Seas that interpose themselves between the great Northern Commerce of that of the whole World, and that of the East, Welt, and Southern Clymates, and withall the infinite Commodities that by fishing in the same is daily made. It cannot be doubted but his Majesty, by means of his own excellent Wisdom and Vertue, and by the Industry of his faithful Subjects and People, may, without Injustice to any Prince or person whatsoever, be made the greatest Monarch for Command and Wealth, and his people the most opulent and flourishing Nation of any other in the World. And this the rather, for that his Majesty is now absolute Commander of the British Isle, and hath also enlarged his Dominions over a great part of the Western Indies; by means of which extent of Empire, (croffing in a manner the whole Ocean) the trade, and persons of all Nations (moving from one part of the World to the other) must of necessity, first, or last, come within compass of his power, and jurisdiction.

And therefore the Soveraignty of our Seas being the most precious Jewel of his Majesties Crown, and (next under God) the principal means of our Wealth and Sasety, all True English Hearts and Hands are bound, by all possible means and diligence, to preserve and maintain the same, even with the uttermost hazard of their

Lives, their Goods and Fortunes.

