

tory. Factional quarrels, settlement of land claims, the necessity of measures for public health, problems connected with Indian affairs, and the resentful attitude of the Creole population, all complicated his administration. Once more the federal government found it difficult to understand the nature of conditions there and to cope with them wisely.

One of the later letters of the collection, written to Briggs by one of his associates in the Mississippi Territory, after Briggs had returned to his home in Maryland, is interesting and worth transcribing in part:

. . . Col. Burr has made a considerable rumor amongst us, he arrived a few days since at Bayou Pierre. An express came on immediately to this place and a party of militia under the command of Col. Claiborne amounting to upwards of three hundred was raised in the course of twenty-four hours and started up the river to meet him. Burr came to them at Coles Creek and gave himself up, and came on with them to Washington [Mississippi Territory].

Organization of Business Enterprise in 1767

THERE is occasionally preserved, in a mere handful of papers, a story surprisingly complete. This is true of one small group of manuscripts found in the Baldwin collection — a collection frequently mentioned in previous numbers of the *Bulletin*. The papers here referred to concern the organization of a business enterprise undertaken by Cyrus Baldwin and that astounding old adventurer, Nathaniel Appleton.

The original articles of agreement, signed January 1, 1767, are interesting enough to transcribe in full and need little comment for they tell their own story.

Articles agreed on between Nath^l Appleton and Cyrus Baldwin both of Boston traders relating to a trade to be carry'd on by said Baldwin on a Stock of Three Hundred & Thirty three pounds Six Shillings & 8^d Lawful Money the one half of which is put into the hands of said Baldwin by said Appleton for that purpose & in the manner following.

1st That the Business be Transacted wholly by the s^d Baldwin and in his Name in the Town of Boston or else where as they shall mutually agree.

2^{dly} That all Debts contracted in the business shall be in the Name of s^d Baldwin only, and that said Baldwin shall have no Demand on the s^d Appleton on Account of such Debts or any losses that may Arise in the business further than the Stock that may be in his hands will go.

3^{dly} That the Profits arising from said business, be divided in the following Manner — Viz^t three quarters to said Baldwin for his half of the Stock & transacting the whole business & the other quarter of the Profits to the said Appleton for his half of the Stock.

4^{thly} That the Charges of Rent, Rates, Truckage and all Charges that properly belong to the Business & are necessary to the same shall be first deducted from the profits before a division is made.

5^{thly} That said Baldwin shall Yearly in the Month of August take an Account of his goods in hand & else where, Debts & Credit, &c and render an Account of the same to the said Appleton & make a regular settlement in the Book & pass the profits that may have arisen the preceding year to the Credit of each party.

6^{thly} That the following method shall be taken in Estimating the Yearly Profits of the Business — Viz^t That all Goods in whole pieces & free from any Damage shall be reckon'd at what they cost to import 'em all goods that are cut & no otherwise damaged shall be reckoned at 5 p^r C^t upon the Sterling cost, & all goods that are damaged shall be set at what they may be esteemed really worse than the same article would be without damage & in Estimating the Debts due 2½ p^r C^t shall be deducted from all good Debts and bad or doubtful ones shall be valued in proportion to the esteem'd risque & then the Balance that shall remain shall be esteemed the true profits of the business and divided & carry'd to the Credit of each party as p^r Third Article.

7^{thly} That said Baldwin is allowed to take out for his own use any part or the whole of his three quarters parts of the profits & no more.

8^{thly} That the said Baldwin be obliged to pay out unto the said Appleton in the Months of May & November in the same proportion that the said Baldwin has drawn out for himself that is to say if s^d Baldwin has drawn out £3 he must pay said Appleton £1 for which a receipt must be given & the acc^t of A. & B. Debted & if less is drawn out then the profits therover pluss shall remain in stock.

9^{thly} That in case either party shall at any time have more in stock than his proportion he shall be allow'd Lawful Interest for the same.

10^{thly} That the said Baldwin shall not during the time that this business may continue, carry on either by himself or others any separate Trade, nor underwrite any Policies of Insurance nor become bound for any person, nor engage in any Navigation or adventures to Sea, otherwise than to import Goods from Great Britain & make remittances for the same, without the consent of s^d Appleton.

11 That s^d Baldwin shall have all his Goods from & to Great Britain insured, unless he have the particular consent of said Appleton to the contrary.

12 That if the said Appleton shall at any time (upon the Judgment of three indifferent men chosen by the parties) have sufficient reason for complaint against the s^d Baldwin's conduct or neglect in the joint business then the s^d Appleton shall have liberty to withdraw his Stock & profits and also said Baldwin shall pay s^d Appleton any damages the Arbitrators shall judge it may be to s^d Appleton owing to the Ill conduct of s^d Baldwin.

13 That this joint Business shall continue (God willing) Six Years.

14 That at the expiration of said term an Exact valuation of all the goods on hand shall be taken by three indifferent persons skill^d in those Goods one chosen by each party and they two shall chuse a third, They Valuing them at what they shall be worth to an importer.

15 That s^d Appleton shall at the expiration of the foresaid time take out his proportion of the Stock & profits either in goods or debts, or part one & part the other as the parties can agree but if they can't agree then this as well as all other disputes that may arise shall be left to three indifferent Men, & in case their determination should not be agreeable to both parties then the same shall be left to three other men & if the second award should not be agreeable to the party that acquiesced in the first award, then there shall be a third set of men chosen and their award shall be final & the parties do now oblige themselves to abide by such award.

16 That this contract on the part of s^d Baldwin extends to s^d Appleton and his Heirs or Assigns.

17 That in case the decease of s^d Baldwin before this contract is expired the Heirs of s^d Baldwin shall chuse a person to join with s^d Appleton to settle the affairs between them.

18 That the said Appleton shall not draw out his part of stock & profits that may at any time be in said Baldwin's hands, more than his proportion as p^r 8th Article till the expiration of the aforesaid term, only in case of s^d Baldwin's bad conduct as p^r 12th Article.

19 It is intended by the parties that the six years as mentioned in 13th Article commences at the arrival of the first goods from England.

IN WITNESS hereof we have hereunto set our hands and Seals this first day of Jan^y in the year of our Lord one Thousand seven hundred & Sixty seven & in the Seventh year of his Majesties reign.

Signed Sealed & delivered
in presents of us

Benjⁿ Bagnall Jun^r
Stephen Wyman

Nath^l Appleton
Cyrus Baldwin

(Seal)
(Seal)

Memorandum.

We have purchased of Mess^{rs} John & Thomas Stevenson the Shop Glass-windows & door, all the Shelves & Counters, the Iron Grate &c. which are now in the Tenement belonging to Benjⁿ Prescott Esq^r for Thirteen pounds 6/8 and paid for them equally between us — and have agreed with said Prescott to sink one tenth part of the Value of said Articles yearly, that is, if we keep the shop five years and then leave it M^r Prescott is obliged to pay Six pounds 13/4^d & so become owner of all the foresaid Articles wear & tear excepted and so in proportion for any number of years.

December of the same year finds Baldwin in London trying to establish business connections there. The following letter from Baldwin to his brother, as well as one written a year and a half later from Harrison & Ansley of London to Cyrus Baldwin indicate the hesitancy of English merchants to enter into business negotiations with the merchants of the young and relatively unestablished land across the waters.

The latter part of Baldwin's letter illustrates charmingly the awe with which the colonists looked upon London. If America looks young in comparison to England and the Continent in the twentieth century — how much more so it must have looked in the eighteenth century.

London 12th of Decemb^r 1767

Dear Brother

Through the goodness of God I am safely arrived in the City of London after a passage of 32 days from the road (which we left the 6th of Nov^r) to Margate a Town a little further up the Channell than Dover Town, we had a fine passage except ab^t 12 hours which time the wind blew very hard at South or S. W. I was sick ab^t two, or three days after our first putting out to sea, after which I was fully comfortable, let Mr. Appleton know that I have waited on M^{rs} Harrison & C^o with his Letter but have not had one word of answer. I have also talked with the gentlemen on my own affairs, but have not had any other answer than that they would have me make out my Memorandum which I shall do as soon as possible, they have treated me with the greatest Civility and Tenderness. M^r Barnard invited me to dine with him the first day I was in London, M^r Spragg is unwell, hope not dangerous, when I came away I took a first & second Bill of £5 — instead of a first of £5 — and a first of £50 which I hope you'll perceive and have forwarded before this comes to hand You will doubtless expect something from me with regard to the City, but I am yet so great a stranger in it that I can only say what little I have seen of it is better felt than expressed it is impossible for any person that has not seen it to have any Adequate Idea of the Grandure of many of the Edifices which I think are as much to be ad-

mired for Antiquity as anything else I have Visited Guild-hall where the State Lottery is drawing, also the Exchange &c expect to write more particulars by Cap^t Jenkins who is to sail in ab^t 10 days for Boston. I conclude with my Love to you & Duty to my Father & Mother & Grand Mother. Love to Brother Ruell Regards to Deacon Marsh & Lady, M^r Appleton & Lady also to all inquiring Friends. I wish you success in Business & remain your most affectionate Brother

Cyrus Baldwin

At the inclosing of this I have been in
London 48 hours.

direct your letter to be left at M^r Levers Coffee House in Thread Needle
Street London

London 24th July 1770

M^r Cyrus Baldwin

Sir

We have received your esteem'd favour of 8th Ultimo p^r Cap^t Jarvis, covering a Mem^o for sundry Linens &c which you desire us to ship You p^r very fi st opportunity, after the Trade to America is open, in answer to which, (that you may not be disappointed in sending your Commission to some other House) we are not desirous to enlarge our foreign Connections, to which purpose we have already wrote our Gilb^t Harrison, & unless we were determined on that plan, from the recommendation we have had of you, from our G. H., we should have comply'd with your orders, but as we are bent on confining our Trade, we beg leave to decline opening any new Acc^{ts} Our intention is to keep our Trade in few Hands & endeavour to give them satisfact.on We are

Sir Your most Hble Serv^{ts}

Harrison's & Ansley

Another document which throws light on the usual procedure of the time is the apprentice agreement of Samuel Shaw to serve a term of "six years five months and six days" during which time, in turn for his service, he was to be fed and sheltered, and taught the "art or Mystery of a Merchant (if . . . said apprentice be capable to learn)." Sundry regulations were imposed upon the conduct of the apprentice and Baldwin agreed to give the apprentice "eight pounds Lawful Money in goods at the lowest retail price instead of a suit of cloaths," at the termination of the apprentice agreement.

As the business progressed we find that the London merchants were justified in their reluctance to deal with American merchants. Letters from London are full of complaints as the following transcripts show:

London, 24th July 1770M^r Cyrus Baldwin

Sir

The above is Copy of our last. We have now recd yours of 8 June, with a Memorandum for a few allowed articles, which are getting ready, & shall be shipp'd on board one of the next Vessels. We hope it will not be long before we receive Remittance for the remainder of what is due to us for the Goods shipp'd you last, which is now upwards of two years ago, & £400. unpaid. We wish to do you service, & will readily do it, but we cannot bear to have Remittances two years behind. We are

Sir

9 Aug^t 1770

We have now recd your favour of 2^d July wth a bill for £100 on Lane & C^o w^{ch} is accepted & when paid shall be placed to your credit. We have also therewith your Memorandum for Goods which should be sent you, but as the Duty on Tea is not repealed nor the Trade open we must of course agreeable to Your instructions wait Your future orders thereon. You may depend upon our punctuality supplying You in the manner we heretofore agreed — Inclosed you have Invoice & bill of Lading for the few licensed Goods you ordered w^{ch} we have shipp'd on board the John Cap^t White amounting to £82 -. 5 on w^{ch} we have made £85 Ins^{oe} P^{mo} & c £2. 5. 3. We are very respectfully

Sir Your most humble Ser

Hayley & Hopkins

20 Feby 1773

Sir

Since our last of which the above is Copy We have recd Yours of the 10th & 29th Octo^r, & 6th Novem^r We now enclose Your Acco Current to the 31st Decem^r last, ballance then in our favour being £6315. 18. 3 is carried to your debit in new Acco, w^{ch} if upon examination found free from Error please note in conformity, of w^{ch} shall be obliged by your informing us in your next This ballance is larger than we approve & we must recommend it to your utmost attention to make us remittances with expedition to reduce it. We shall be very unwilling to disapoint you of such Goods as you may write for in the Fall, but our sending them or not will entirely depend upon what remitt you make us between this time and that. The bills you enclose us for £400 on Hogg & C^o & £200 J R Rivera on ourselves are accepted & will be to your credit as they become due. We are sorry to see you think any of your last Goods overcharged. We have looked into them & find no mistakes. We charged not one penny more than they cost us except on the p of Forest Cloth, about which we have already wrote you p Jenkins. We always wish to have notice taken when you think any thing wrong & shall most readily rectify any thing we find to be so, but in

the common course of things Goods will be sometimes dearer & sometimes cheaper. We endeavour as far as we are able to purchase every article on the cheapest terms. Inclosed you will find Invoice & bill of Lading for sundries shipped for your Acc on board Cap Scott amounting to £2199.18.8 on which we have made £2260 Ins^{ce} p^{mo} &c being £57.-. 6 These Goods we have sent upon the full dependance of receiving large remittances from you shortly in which we hope we shall not be disappointed — We are

Sir

Your very humble Serv^{ts}

Hayley & Hopkins

We must request your care to forward us a Certificate for the Tea now shipped you to enable us to recover the drawback. Since writing the above we have recd your favour of the 26th Decem^r enclosing 5 bills amounting to £515.11 all which are gone for acceptance & you shall know their success in our next. The small additional Memorandum you enclose shall be taken care of.

London 25 June 1773

M^r Cyrus Baldwin

Sir

We have now received Yours of the 21st April Advising rec^t of Your Account Current, w^{ch} we hope Your next will Acquaint us You have found right. The Bills You Inclose us Amounting to £495 are Accepted and when paid shall be placed to your Credit, but we think it right to Acquaint You that the one for £295 on John Rogers & C^o of Chester lay 10 days unaccepted for want of Advice, by w^{ch} Youll be a Sufferer of 10 days Interest, which we think the drawer of the Bill ought in Justice to make good to You Agreeable to the terms on w^{ch} we at first undertook to Supply You with Goods, the payment for what we Shiped you One Fall, Ought to have been clearly in View before the Next Fall Orders were sent us, instead of w^{ch} we find the remit^{ces} You have now made in Your letter now before us, do but Just make a Beginning towards payment of the Goods Shiped You in February 1772 The same Objections lay against our Shipping Your Orders last Spring Your Account was then 18 Months behind hand, but we were in hopes You would have bro^t it forwarder before this time, and being willing to give you all the Assistance in our power, we indulged You with all You Asked for in Spring, but we cannot go on this Manner, According to present Appearance it will be near if not Quite 2 Years before we must now expect full payment for the Goods Shiped in February 1772 a Credit we can by no means Submit to give any body. We must therefore be excused in Shipping You any more Goods, till Your Account appears in a better State, w^{ch} we hope you will endeavour to Accomplish, and in dependance upon w^{ch} we will give You a very reasonable indulgence We are &c

24 July 1772

Sir

We are since our last favoured with yours of the 18th May enclosing a bill for £100 on Champion & Dickason w^{ch} is accepted & when paid shall be placed to your credit We wish it was in our power to comply with your present order; We would do all we could to serve your Interest consistent with our own safety but we must pay some attention to the preservation of our own credit here which we shall not be able to do if we cannot find some way to prevail on our friends in America to make us more timely remittances We flatter ourselves you will be able shortly to bring Your Acc^t into a better state & thereby enable us chearfully to send you such further supplies of Goods as you may have occasion for We are Sir

Your very humble Serv^{ts}

Hayley & Hopkins

In justice to the colonial merchants of the time let it be remembered — their inability to meet obligations was largely the result of trade restrictions imposed by the British government. These trade restrictions were the outgrowth of mercantilism. Acts were passed from time to time which affected colonial development and irked the colonists. Fortunately most of these acts were poorly enforced or not enforced at all prior to 1763. Even so, the system carried many disadvantages for the colonists. Professor Faulkner, in his *American Economic History*, summarizes the disadvantages as follows: “(1) Monopoly of the carrying trade by the English and colonial shippers removed foreign competition and had a tendency to make freight rates higher. (2) A middleman’s profit must be paid to the English merchant, since most of the colonial products had to pass through his warehouses. (3) The colonies were regarded as a source of cheap raw material for the English manufacturer, and yet at the same time a market for the finished product at his own price. (4) To pay for these manufactured goods the colonists’ supply of gold was small and constantly being exported to England; and yet one of their greatest sources of gold, the Spanish, Dutch and French West Indies was virtually closed to them.”

With the coming of power of the Grenville Ministry in 1763, the enforcement of trade regulations was strengthened and the disadvantages of those regulations became more apparent. Cyrus Baldwin had launched his business enterprise at the most inopportune moment — just in time to get caught by the Townshend Acts and the resulting boycott imposed by the colonists. That his efforts were not crowned with marked success was to have been expected.