St Helena Records 1709-1712

Introduction: This is the tenth volume in the series *St Helena Records*. The series includes the official minute books of the island's Governor and Council, which recorded their meetings, deliberations and decisions, with abstracts of correspondence, proclamations and regulations, judicial proceedings and financial business. The volumes served as the principal administrative record of government on St Helena and were often titled "Consultations". Its authority was derived from the EIC, with final decisions directed by instructions issued from London.

Source: Images of the original records can be viewed on the British Library's website: https://eap.bl.uk/archive-file/EAP1364-1-1-10.

Text Transcription This transcription was produced by AI from handwritten document images held on the British Library's website, at about thirty pages per hour. Given the limitations described below, the text should be regarded as unreliable and used only as a search-and-find shortcut: once a relevant section has been located, it must always be checked against the source image via the hyperlinked Film Numbers listed in the main transcription table below.

Three specific problems affected the work. First, AI tends to prioritise meaning and readability at the expense of fidelity to the original, with a strong disposition to normalise spellings, expand abbreviations, and adjust grammar. It is particularly weak with unfamiliar surnames, and scrawled signatures often resist accurate transcription entirely. Transcriptions by eye of documents spanning four centuries have also shown that a single surname could be written in a wide variety of ways: the Crowie family name appears under six different spellings, and the Isaacs family name under sixteen. Searches for surnames are therefore hindered both by genuine variations in the originals and by mistranscriptions introduced by AI, and for this reason are best run phonetically. Second, the AI struggled with the late secretary hand, the script commonly used from the sixteenth to the eighteenth centuries, in which the letter S appears in a form closely resembling a trailing L. Third, occasional passages in these volumes are written in a hand so obscure or poorly formed as to be difficult to read even by eye, sometimes compounded by heavy ink bleed-through from the reverse side or by the loss of sections of pages.

To mitigate these difficulties, a strict protocol was applied to each image, requiring the AI to rely solely on clearly visible ink strokes and to flag any uncertain reading, thereby reducing the risk of inferred or invented text. Two conventions are used. [...] marks text that could not be read with confidence; this may represent a single unreadable word, a full sentence, or occasionally an entire paragraph. Square brackets around letters or words indicate a conjectural reading supplied by the transcriber: brackets around a whole word, for example [Bazett], mean the entire word was unclear and a probable reading has been supplied, while brackets around individual letters within an otherwise readable word, for example B[a]z[e]tt, mean only those specific letters were unclear in the source and the unbracketed letters were legibly present.

Modern Summary and Analysis Each section of text was submitted for AI analysis in order to explain the archaic language in clear, modern UK English. These are not direct sentence by sentence replacements, but explanatory interpretations intended to clarify meaning while preserving the substance of the original. Where a specific individual is named within a section of the original text, that person will generally also be identified within the explanatory interpretation. However, where the original consists largely of lists of names, these are not usually repeated in the explanatory text.

Each text modern summary is followed by two forms of AI-generated analysis. The first, an Interpretations section, draws on wider information located on the internet to provide additional commentary on the material. The second, a Speculations section, offers one or more possible reflections on what the document might further suggest. The value of these notes ranges from the profound to the trivial or self-evident; time did not permit deletion of the latter.

Text Loss: All the pages are intact with only minor visible damage and small text loss.

Referencing Text Locations: A dual numbering system has been adopted, combining the British Library film number with the manuscript's original page number. These are presented in the format: British Library Film No. / Document Page No.

Pagination: The first visible page number is 10, which appears on film No. 10, from which it is assumed that the sequence begins with page 1 on film No. 1 (designated as 1/1). The numbering continues up to 264/264, after which an unnumbered page has been inserted containing the storekeeper's report of goods held by the Company. These two sides have been assigned as page numbers 264a and 264b, so the sequence runs 263/263, 264/264, 265/264a, 266/264b, 267/265, 268/266, and so forth.
Dates: During the period covered by this volume, England and its colonies followed the Old-Style Julian calendar, under which the legal new year began on 25 March (Lady Day). The earliest date recorded in this volume is a consultation held on 17 November 1709 and the latest was held on 9 December 1712.

The Council meetings were all held during the administrations of Captain John Roberts (1708-1711) and Captain Benjamin Boucher (1711-1714).

AI Generated Summary
Governance and Administration
The period opens in November 1709 with Governor John Roberts reasserting council authority over a documentary system that had decayed under its Clerk, John Alexander. On 17 November 1709 Roberts laid a declaration before the council at the United Castle in James Valley accusing Alexander of clandestinely entering land transfers in the Register Book after the resolution of 12 July 1709 suspending such examination, and warned that the Clerk could in time "manufacture conveyances" over any unclaimed ground [Film No. 7]. Daniel Griffith supplied parallel testimony: Alexander had copied only three of 32 record books, interlined and erased signed consultations to favour his relations, sealed four 99-year leases on his sole authority, and a bundle of bonds securing Company land titles had been almost wholly embezzled or destroyed. The council, taking God to witness its impartiality, declared Alexander unfaithful, negligent, treacherous and unjust, and incapable of further employment [Film No. 9-10]. Alexander petitioned for restoration on 29 November 1709; Roberts construed paragraph 37 of the Fleet frigate letter as forbidding only Alexander's promotion, not his removal, citing the Company's letter of 7 February 1703 by the *Anna* as authority for dismissing unfaithful servants [Film No. 13-19].

The death of Thomas Goodwin on 25 December 1709 opened a wider restructuring. On 26 December the council resolved that Edward Mashborne should become Deputy Governor, William Marsden third and storekeeper, Daniel Griffith fourth, and Thomas Free Clerk at £30 per annum. On 7 January 1710 Griffith was appointed Attorney General, and on 19 January Matthew Bazett was elevated to fifth in council [Film No. 23-24, 34-35]. Procedural rigour became explicit policy: when in January 1710 the council ordered seizure of George Hoskison's estate, it noted that a marginal addition had been "interlined before the signing", a certification directed against Alexander's earlier habits and marking the new working standard under Free's clerkship [Film No. 31].

Through 1710 the council settled into weekly consultations of five with Roberts presiding. The arrival of the Court of Directors' general letter by the *Mead Frigate* in May was the principal annual event, opened and read aloud so no member could later plead ignorance and entered in a register kept for that purpose [Film No. 58]. On 30 May 1710 Roberts asked that his commission and that of the late Stephen Poirier be read in council to settle whether direction of the forces lay under his own command; the council resolved his powers were the same as Poirier's commission of 16 April 1705. Roberts framed his claim in the post-1688 vocabulary of English constitutionalism, repudiating tyrannical government while securing unified military authority [Film No. 59-60]. In October the council discovered that Alexander had filed false land returns for 1708, varying his

retained copy from figures sent home; it resolved that the Storekeeper henceforth gather rents with the Clerk assisting, breaking the late Clerk's monopoly on the books [Film No. 93-94].

The doctrine the council invoked to justify its authority was that the Company stood in loco regis, holding the island by His Majesty's gracious permission, and that the maxim nullum tempus occurrit regi aut ecclesiae extended to its claims against planter estates [Film No. 109]. When the Bagley lease was sealed on 25 March 1711, planters objected that the seal in use was still that of the Old Company; the council voted to declare it sufficient but sent the question home for direction [Film No. 144]. The administrative establishment was extraordinarily thin: Bazett alone served as fifth in council, Surveyor General, executor of the Coales estate, council investigator on the Mudge land dispute, member of the Court of Orphans and private surety on Carne's bond. The reform programme attempted to compensate for this thinness with documentary discipline, including a new register book of plans and deeds opened on 6 April 1711 [Film No. 117, 155].

The administration changed completely by August 1711. Mashborne, his indenture expired by more than a year, secured his discharge on 3 July 1711, with Griffith and Bazett directed to inventory the livestock and household goods in his care [Film No. 191-193]. On 7 August 1711 *Benjamin* Boucher was sitting as Governor, with George Hoskison as Deputy and John Pack third in council; Griffith and Bazett alone provided continuity. Roberts, now styled "late Governor", remained on the island and was directed to bring in the balance of his account. The 6 September 1711 letter to him cited the Court of Directors' general letter, carried by the *Toddington* and *Thistleworth*, conditioning his leave to depart on settlement of accounts and receipt of proper discharges, a mechanism characteristic of early eighteenth-century East India Company transitions in which leave home was paid for with a clean audit [Film No. 201, 205-206].

The cooperative tone soon broke down. On 3 October 1711 Boucher's council answered Roberts's offers of technical advice with cold severity: no minute in his own books supported his claim that visiting commanders had favoured demi-cannon at Munden's, and his assistance should be offered "except in good faith". The council endorsed the Court's view that Roberts had gone too far in seizing Hoskison's land, that the destruction of his cattle and the insult to his wife had no warrant in law, and that the orphans' land Hoskison had held only in trust could not, by the laws of England, be forfeited at all [Film No. 212-213].

Mortality then depleted the council. Hoskison fell sick from 9 January 1712 and remained absent through five consecutive consultations before dying at the Plantation House on 6 March; Daniel Griffith died on 6 May. By 26 September 1712 Boucher himself was in declining health, Pack sick at Plantation House, the council reduced to one working member. Boucher co-opted Ensign Thomas Cason and Master Gunner John French as working assistants with the salary and privileges, though not the title, of councillors pending confirmation, preserving the directors' prerogative while securing succession [Film No. 230, 233, 248, 255]. The arrival of the *Abingdon* on 2 November 1712 bearing the Court's general letter of 30 May prompted a reset of routines, and on 24 December the council fixed the first Tuesday of every month as a standing council day, a move to regularise government after a year disrupted by deaths and irregular sittings [Film No. 256, 270].

Judiciary, Crime and Punishment

On 23 November 1709 the council and inhabitants jointly enacted a law for the apprehension of felons, its preamble blaming clandestine slaughter for the loss of cattle. The law required every inhabitant to give notice to a warranted person before killing any beast, with concealment attracting felony penalties, forfeiture split between Company and informer, and fourfold restitution on conviction. The structure followed the established English qui tam mechanism. Within three weeks

the rules were eased by the proclamation of 13 December 1709, which exempted licensed persons from the witness requirement for their own sheep, hogs or goats [Film No. 11-13, 22].

The first major prosecution came on 29 December 1709 against Humphry Edwards, charged with beating the soldier Richard Tinsley, treating Jonathan Doveton with derision, and spreading the rumour that the Governor had paid William Hoskison only 40s a piece for his best bullocks. Pressed on his maintenance of a family of eight on a stock of only eight cattle, Edwards was ordered transported off the island as a drone, with 39 lashes at the whipping post (the biblical 40 stripes save one) and restitution to the soldier [Film No. 27-28]. Civil suits also fell to the council: on 4 April 1710 Mary Connoway's petition against the widow Mudge was settled in Connoway's favour, the council refusing to recognise a 99-year grant once made under Poirier; on 18 April Sarah Bell's petition over the slave woman Doll, valued at £30, divided the legacy in cash equivalents among the surviving heirs [Film No. 51-52, 54].

Wills in 1710 were proved by the sworn oaths of two witnesses and registered in the book of wills, compressing the practice of English ecclesiastical courts into a single sitting. In August the wills of Isaac Bothway and Richard Alexander were proved in this manner, while Robert Groom was found to have died intestate after revoking a written will; his effects were sold at public outcry and the proceeds carried to the Company's account for his poor mother in England. A standing policy of July required indebted litigants to pay costs in cash at once, on pain of distraint, corporal punishment or labour on the fortifications [Film No. 72-73].

The Orphans' Court of 25 September 1710 examined the estate of the late Jonathan Beal, uncovering nine years of mismanagement: a house appraised at £73 10s had been pulled down in 1701 and sold for nearly £70, but the proceeds had never been turned into cattle for the children. John Alexander, the appointed collector, could not say how much he had collected, could not produce the inventory, and admitted he had borrowed £44 of the same money from George Hoskison at interest. The Council charged him with £22 9s 3d [Film No. 79-85]. The Court of Judicature on 26 September, sitting at the Sessions House with a sworn jury of twelve, heard the case of the Earle orphans against James Wilson and Charles Hayward. Despite the judge's firm direction adverse to Wilson, the jury returned a verdict for Wilson; the judge declined to enter judgment, recording five written reasons for believing the verdict unjust and contrary to law, and the orphans' attorney appealed to the Lords Proprietors [Film No. 86-92].

The will of Henry Coales, brought forward by Bazett as executor on 11 December 1710, was proved by deponents who recognised the witnessing hand of Erasmus Purling. On finding that the will bequeathed three times more than the estate held, the council threatened seizure and mediated a clean settlement under which the widow Margaret Coales received the slave Mammey in return for renouncing all claims [Film No. 111-113]. The Court of Orphans on 28 March 1711 examined the orphans' bond case of Governor Keeling's children, in which £161 16s 3½d had been advanced to George Carne in 1707 at 8 per cent, but the bond drawn up by Alexander on Captain Goodwin's verbal direction ran at only 6 per cent. The court characterised the bond as "clandestinely drawn, underhand managed and finagled" [Film No. 134-135].

On the Beale orphans Roberts delivered a remarkable institutional self-criticism, admitting that Alexander and Hoskison had "run away with the money" and declaring it "pernicious and prejudicial to the Lords Proprietors in the highest degree for the government ever to act as executors to orphans", reframing the council's duty as judicial rather than administrative [Film No. 137-138]. Robert Swallow, condemned in early April 1711 for stealing goats and yams, was sentenced by jury to banishment and shipped out on the next outward-bound vessel; his wife's ten-acre life interest was exposed to public sale and the proceeds divided between Swallow and the

children of her prior marriage [Film No. 175-176]. The most striking criminal episode of that spring was the destruction on the night of 30 April 1711 of the physick nut garden held by Sergeant Worrall, when "some evil, wicked and malicious person or persons possessed with the devil" pulled up the trees by their roots; the council offered £5 reward and framed the sabotage with simultaneous livestock thefts as a coordinated assault on Company improvement [Film No. 168-169].

Under Boucher the council functioned simultaneously as executive consultation, probate registry and court of judicature, the change marked by a shift of venue from the castle to the sessions house. Its most substantial trial concerned the estate of Jonathan Beale: after Margaret Beale remarried Gabriel Powell and died within four months without issue, George Carne challenged Powell's claim by invoking the English statute of the courtesy of England. On 18 October 1711 a twelve-man jury heard Powell argue that the courtesy applied only to inheritrixes taking land by descent, whereas his late wife had taken hers by devise; after three quarters of an hour the jury found for Powell [Film No. 216-218].

In September 1712 the council resolved the conditional bequest of the elder John Knipe, sixteen years after his death: Ann Knipe's legacy of £71, comprising a slave valued at £5, £70 cash, 30,000 yams and two heifers, was contingent on her coming to the island. With the legatee aged in England and unlikely to travel, the council released the property to the son and two sons-in-law on security, while John Twaits took a third in right of his wife; the slave, an indivisible item within a divisible legacy, was to be allotted by lot [Film No. 254-255]. In October 1712 the council operated as a court of small civil claims: Sergeant Southen's complaint that Arthur Bradley was keeping his hen failed when Bradley's wife swore the hen had hatched on Sexton's ground, and Norman's complaint against Brogdon was dismissed after a search produced only scraps of paper. Costs followed the unsuccessful complainant regardless of substance [Film No. 257-258]. Hugh Bodley's petition for the return of his apprentice Elizabeth Dufton was refused on grounds that the previous governor had moved her because Bodley had been too severe, the council exercising a supervisory jurisdiction over apprenticeships in which the master's contractual right could be set aside on a finding of cruelty [Film No. 269].

Military Affairs and Defence

Defence ran as a constant undercurrent through Roberts's governorship. England was still engaged in the War of the Spanish *Succes*sion, and the council was acutely conscious that the French navy operated against East Indian shipping. On 5 March 1710 a ship under Danish colours entered the road and was forced to anchor by a shot across her forefoot from Bank's battery. She declared herself the *Frederick the Fourth* of the Danish Company; a letter from her brought intelligence that four French men-of-war lay at Mauritius and three more in the East Indies. The signatory was Thomas Pitt, recently dismissed Governor of Madras, taking passage home aboard a foreign vessel. The Danish ship's evasive manoeuvring, her messenger's ignorance of the Governor's name, and her departure overnight all gave reason for suspicion [Film No. 38-39].

Defensive preparation was hampered by lack of materials. The Alarm Ridge watch house, built in October 1707 at a cost of at least £50, was already partly collapsed. Roberts proposed that the new Plantation House serve as the country magazine and watch houses be built at the heads of the valleys, refusing to build with mud mortar on the principle that the proprietors would lose more in repair than they would save initially [Film No. 39, 50]. The settlement statutes recited on 7 January 1710, requiring two English persons (one armed) on every 20 acres and providing for forfeiture after six months' under-maintenance, made defence the legal foundation of land tenure, invoked against George Hoskison who had quitted the island without licence on 6 July 1708 "at the very heat of Warr", leaving 268 acres unmanned [Film No. 29-30].

On 9 May 1710 the alarm guns fired and the council adjourned at once; the unidentified sail proved to be the *Sarah Galley* out of Bristol, but the response indicates how thoroughly the war had shaped the working assumption that any approaching vessel might be a French raider [Film No. 57]. The principal military work of that season was Munden's Castle, which Roberts oversaw personally. The store accounts trace the construction: bars of iron forged into tools, mauls of nearly a hundred pounds, masons' adzes from Old Company stock, nails, beef and arrack issued from the fortifications account. In late June Roberts needed lead to run into the cut stones, negotiating with Captain Needham of the *Mead Frigate* for private supplies; by late July he withdrew temporarily from council, his daily attendance at Munden's being necessary [Film No. 62, 64-65, 69].

On 11 December 1710 the council resolved to cut a path of communication between Munden's Castle and the United Castle "wide enough for a file of musketeers to march abreast", converting two works into a connected system. The masonry at Munden's was being completed only as far as the placement of guns required, with certain angles left open to permit ordnance to be hoisted into position [Film No. 113, 118]. A violent storm on 13 to 15 January 1711 then exposed the chronic vulnerability of the seaward defences: the lower fort of two guns at Bambolts was washed away entirely, the middle angle of the trench in James Valley was broken for some 110 feet, the great magazine filled with water so that all the powder had to be moved out. Five soldiers who could swim recovered the yawl in heavy seas at the Governor's offer of £10, paid in ten Spanish dollars on landing since sterling was not to hand. Roberts reasoned that further repair without coal would be "playing ducks and drakes with the Company's money" and recommended abandoning Bambolts [Film No. 125]. The constitutional shadow of the 1684 rebellion still hung over the administration: by 1711 the council openly doubted whether persons tried by court martial could lawfully forfeit their lands [Film No. 148].

The April 1711 *Mead Frigate* consignment dominates the period's defence story. The Garrison sub-account for 25 February to 25 March 1711 booked forty barrels of gunpowder (£202 2s 6d), two hundred matched swords and belts, twenty-four cartouche boxes, drums and signalling gear, medicines at £79 5s 9d, ten reams of cartridge paper and handspikes. The iron ordnance account added three demi-cannons of seven feet, six six-pounders, four minions, ten falcons and 220 six-pound shot. The matched issue of two hundred sword-and-belt sets points to a complete re-arming of the working garrison [Film No. 164-166]. The Munden's path was reported finished on 27 April 1711. On 23 June 1711 the council learned from Captain Sandes that the store ships had "lain in the Hope" with their crews pressed into the Royal Navy, leaving an English supply for the year uncertain; this is the practical reach of Royal Navy impressment into Company shipping [Film No. 191].

Under Boucher, lime burning became the principal industrial requirement. With the sea having overflowed the limestone at Rupert's Valley, the council in September 1711 redirected operations to Sandy Bay, where Boucher established a kiln near the beach capable of burning nearly 1,000 bushels at one firing. Within fourteen days the long boat had brought in 884 bushels of burnt lime in blustering weather; the boatswain Christopher Kelly received 5s daily, the other crew 2s 6d. The Sandy Bay site also yielded building stone of equal or better quality than that at Peak Gut [Film No. 207, 232]. On 6 September 1711 the new administration ordered a general rendezvous of "garrison, planters and others" for inspection [Film No. 205]. The garrison was a hybrid institution: soldiers, sergeants, matrosses and ensigns held private land alongside their service, supplementing pay through shoemaking, joinery, masonry and plantation oversight. Soldier-shoemaker contracts could be problematic, as when Samuel Price's shoes, supplied under an arrangement with Hoskison, lasted only a fortnight [Film No. 233]. By November 1712 the storehouse was reported ready to fall just as the *Abingdon*'s cargo had been landed into it, the governor's order of priorities

(fortifications first, then storehouse, then barracks) revealing an establishment running its construction one project at a time [Film No. 262].

Settlement, Land and Agriculture

Land policy moved decisively from late 1709. The order of 12 July 1709 had suspended examination of titles. By 13 December 1709, with Griffith's compilation of orders, directions, instructions and tenures from 1673 onwards complete, the council reversed course. A declaration required occupiers to fence their land, after which the Governor would order measurement, plans drawn and annexed to titles, and leases granted to those who held none. The procedure converted title from a problem of historical reconstruction into a forward-looking allocation programme tied to active improvement [Film No. 21-22]. The Hoskison forfeiture of 7 January 1710 was the first major application: his 268 acres, accumulated from various sources and including orphan estates of French, Bowman, Beal and Keeling, had been left without any English man at the muster after his clandestine departure 18 months earlier. The orphan trusts were reserved for restitution; Mrs Hoskison's petition was met with Roberts's explicit refusal to deceive her, though she was allowed 30 acres of Old Bowman's land [Film No. 29-31, 33-35].

On 7 March 1710, when Richard Gurling was offered a 21-year lease of 45 acres of seized Bowman parcel on condition that he build a house of two rooms on a floor and two storeys high, he refused on the ground that the wood was gone and the yam ground was worn out. Roberts saw in this a clear demonstration of "the decay of the Island", noting that three families had previously lived on what would now not maintain one, and that no man on St Helena could point to a single tree under twenty years old in the Great Wood [Film No. 32]. The same day, Thomas Southen's petition to exchange ten acres at Lemon Valley for Sexton's land was refused outright: "chopping and changing" of land was identified as the principal cause of the island's ruin [Film No. 38]. On 4 April 1710 the food position came into the open: Mashborne reported that no more than seven months' yams remained in the Company's plantations. Roberts proposed three million yams on at least 120 acres, tied to a request to London for two hundred more slaves [Film No. 53-54].

Through 1710 the council spent much of the year regularising irregular grants. William Slaughter petitioned in late May for confirmation of five acres at the Cabbage Tree, granted verbally by Captain Goodwin without lease or measurement; the council accepted his oath, granted a twenty-one-year lease, and ordered payment of all arrears from the date of original grant [Film No. 60-61]. The case of Mary Easthope tested the council's power to repurchase land: Roberts dismissed her original Poirier grant as a ninety-nine-year lease given "in a capricious humour by the old Frenchman, contrary to all orders from London" [Film No. 97-98]. The most ambitious land work was the joint survey of the Lords Proprietors' plantations, reported on 21 November 1710. The great plantation held 103,000 young yams, Rooker's 30,000, Sole's gut 55,340, Lasken's 65,000 and the Hutts 101,000, with combined potential beyond a million plants. The accompanying schedule priced 400 rods of double wall at 4s 3d each, with charges of £186 14s 0d for outside fences [Film No. 102-105].

The whole 1711 period was dominated by an unresolved tension in tenure. On 5 December 1710 the council recommended that all freeholders be brought out and the lands let on lease, a structural transformation it could not implement without London's authority. The Bagley lease, sealed for 21 years from 25 March 1711 at an annual rent of £5 5s 0d on 21 acres in Sandy Bay, became the working template, its restrictions on altering fences, disposing of the lease or selling parts of the land distilling the disputes that had occupied the council through Perkins, Hayes, Mudge and Doveton. Yet senior officials were not subjected to the same form: Governor Roberts himself was granted the waste ground between the store yard and the churchyard on 23 January 1711 "to him

and his heirs for ever" at only 5s 0d per annum, a perpetual grant contradicting the regime being recommended to London [Film No. 106-107, 121-122, 130-131].

The most ambitious project was Roberts's irrigation scheme of 9 January 1711. He proposed to intercept a watercourse 186 feet above the destination ground, lead it 4,000 feet along the contour at a gradient of six inches in twenty feet, and deliver water to the level land between Plantation Valley and Breakneck Valley. The full eight-month works with sixty slaves were costed at £1,289 12s 0d, but with more labour available than expected the channel was cut and the water let in on 13 February 1711. Two-thirds of the cut had been through self-supporting rock and clay, so the lime requirement collapsed and the wood-fired kiln expedient permitted construction without coal. The Governor projected that the new plantation would supply 1,000 people with yams, corn, beans and potatoes within twelve months [Film No. 118-120].

On 6 April 1711 the council formalised the cumulative work of preceding months by ordering a new register book in which plans and deeds would be entered jointly, with transfers "pricked off" graphically on the registered plan; the 1683 fencing law was revived with a forfeiture deadline of 25 March 1712 [Film No. 155]. The registration system processed petitions on a standardised formula: the planter prayed to be established; a warrant issued to Bazett for measurement; documentary chain examined; deed drawn for a fixed future date with beat-of-drum notice. The technique resembled a Torrens-style quieting: an objection not raised before the appointed deed date was "void for the future". June 1711 saw clustered deed-dates for multiple confirmations of James Reder, Gabriel Powell, Henry Francis, Thomas Swallow senior, Bazett himself, and Thomas Gargen [Film No. 162, 181-183, 187-188].

On 9 April 1711 Roberts delivered an unusually full agricultural blueprint: hog sties of an acre holding 150 hogs, dedicated feed acreages (20 acres of cabbages, carrots and turnips; 30 of potatoes), a cowhouse of fifty cows with attached dairy, barracks for the soldiers, a granary at Breakneck Valley Point, a thousand lemon trees and a second irrigation site at Prosperous Bay Plain. The whole was framed as fiscal substitution: the plantation, properly equipped, would absorb the soldiers' twelve-shilling diet allowance and end the import of bread, beef and flour from England [Film No. 160-161]. The 5 July 1711 livestock inventory from Mashborne supplied the working baseline: 333 cattle (including 113 cows, 75 calves and 14 bulls), 52 sheep, 107 goats and 64 hogs [Film No. 193].

Under Boucher the directors made strict observance binding with a 25 March 1712 fencing deadline, the proclamation of 30 October 1711 noting that the want of trees hindered yams and grass. Enforcement bore unequally: wealthier planters completed their fencing and received their leases, while petitioners such as Richard Cleave, William Coles, William Beale and Thomas Southen, who pleaded poverty and lack of slaves, received successive extensions [Film No. 218-219]. The most deliberate policy was consolidation of a substantial Company estate around the Hutts: on 23 November 1711 William Marsh's fifty-eight acres were bought for £300; Leonard Hunt's thirty acres followed at £250; on 7 March 1712 Walter Belvard's ten walled acres with 70,000 standing yams were itemised at £243. Giles Hayes, a soldier well acquainted in plantation affairs, was appointed at £20 yearly to oversee the consolidated estate [Film No. 222, 229, 239-241].

A distinct intervention came on 9 January 1712 with the enclosure of the Half Way Tree Common, three miles in circumference and previously shared pasture; the advertisement of 5 February required inhabitants to withdraw their livestock on pain of suit. The change converted customary common grazing into private institutional pasture, disadvantaging poorer planters; George Carne was indicted on 8 April for keeping his goats on the common [Film No. 231, 234, 243]. By

advertisement of 24 November 1712, published by beat of drum, every fencer was required to apply for a warrant of measurement by 20 December, with surveys to be completed by 25 March 1713, the proclamation framing the matter in fiscal terms: unmeasured land represented uncollectable rent [Film No. 263]. The October 1712 cattle return totalled 304 head divided between an east side of seventy-five (a service herd) and a west side of 229 (breeding and fattening stock); the December return showed 292 head, a drawdown timed with the *Abingdon*'s arrival. The yam count across seven plantations totalled 536,000 plants, with Lukin's at 137,000 the largest and 110,000 newly planted in Harding's Gut, Reem and Coles Gut, suggesting a deliberate staggering of the crop [Film No. 259, 264, 267].

Trade, Supply, Shipping and the Store Accounts

St Helena's commercial life was dominated by the Honourable Company's store, the only legitimate retail outlet on the island. The monthly accounts brought in by Marsden show consistent turnover between roughly £128 and £168 in 1709-10, with inhabitants' purchases accounting for three-quarters. The largest categories were woollens, sugar, tobacco, hats, romalls and arrack. The arrival of the *Northumberland* on 11 December 1709, with a letter from Bencoolen, brought substantial stocks of beef; the ship sailed for London on 25 January 1710 carrying the consultation records of the Alexander dismissal, the Edwards expulsion, the Hoskison forfeiture and the council restructuring [Film No. 19-20, 25-26].

From February 1710 the council introduced discriminatory pricing on Batavia arrack: 10s per gallon to inhabitants, 7s to the General Table and Fortifications, an effective cross-subsidy from private retail to institutional consumption. Surat soap, Bengal textiles, romalls and Indian silk appeared regularly, showing how thoroughly the island's domestic economy was articulated as an extension of the Company's East Indian factories. Old Company stock was still being worked off through the store a year after the 1709 merger [Film No. 41-43, 55].

The store accounts of 1710 present the island's economy at unusual granularity, with the March grand total of £238 15s 7½d falling to £80 7s 11½d in May as sickness gripped the island. Provisioning followed an established hierarchy: Batavia arrack at 8s per gallon for working men on the defences; English brandy reserved for the Castle establishment. Spirits supply produced the year's most acute distribution problem. In late May, with people very sickly, the Storekeeper posted notice that brandy would be served on 5 June against demands brought in advance, amounting to about twenty-six hogsheads or roughly 1,365 gallons. The Council ordered all but four hogsheads served by proportionate share, preserving the reserve for the sick. The eventual issue of 732½ gallons drove the inhabitants' line for June alone to £552 14s 6¾d. By November the island was out of arrack and brandy entirely, people said to be dying daily for want of a dram [Film No. 61, 63, 70, 99].

Shipping in 1710 ranged from the Company's homeward fleet to private adventurers diverted by weather. The *Sarah Galley* out of Bristol called in May after a failed Rio-to-West Indies attempt; the *Mead Frigate* brought the general letter and supplied lead and flour from Captain Needham's private stores; the *Tavistock* carried home the consultations on 11 July; Captain Gordon offered woollen cloth, hats, cheese and ale [Film No. 57, 65, 67]. Roberts's agricultural experiments looked beyond shipping for self-sufficiency. In May 1710 he reported the West Indian practice of interplanting Indian corn with sugar cane and directed maize planting on Easthope ground. By July he had built an engine to crush sugar cane and, after spoiling the first batch, succeeded at the second attempt and produced nine or ten pounds of sugar "as good as any from the West Indies". The council resolved to send a sample home, fired nine guns and drank the health of the Honourable Masters, declaring confidently that the island would no longer be a dead charge [Film No. 57-58, 73].

The storekeeper's monthly accounts from October 1710 to February 1711 served four accounts: Inhabitants, Fort and General Table, Fortifications and Plantation. Inhabitant spending rose from £202 in October to a December festive peak of £259 19s 2d before falling to £84 in February. Imported woollens dominated household expenditure; goods of Asian origin appeared regularly including arrack from Batavia at 8d per gallon, Surat soap, Indian and later China silk, romalls and Indian linen. An internally tiered pricing system gave Fortifications and Plantation goods at fractions of the rates charged to inhabitants. The presence of an "Old Company's mason's adze" at 10s in February 1711 shows that residual Old Company stock was still being worked through more than two years after the 1709 merger [Film No. 114, 115, 123, 129, 133].

The April 1711 *Mead* consignment inflated the storekeeper's monthly total to £2,022 9s 5¾d; May, after the Lady Day reset, fell back to £151 9s 5d; June recovered to £302 11s 5¼d under sickness consumption. Tiered pricing operated where stocks were separately held: Fort arrack at 5s 6d a gallon against inhabitants at 12s in February-March. Two parallel arrack pools (residual high-priced stock and Captain Arland's emergency three leaguers at 8s wholesale, re-marked to 10s retail) were sold simultaneously. Madeira from Boyce's pipes, acquired at roughly 3s 2d per gallon, was charged out to Fortifications at over 18s per gallon, a fivefold markup capturing substantial revenue from wartime scarcity [Film No. 163-165, 173-174]. The Arland negotiation across consultations of 9, 18 and 21 May 1711 exposed the institutional limits of emergency supply: the captain feared his sale would be characterised as "breaking bulk", and the council framed it as "a particular service done to our Honourable Masters". The episode revealed the colony's structural condition: "the whole dependence of the people was upon the store" [Film No. 170-172].

The most extended diplomatic episode of 1711 was the Portuguese ship *Nossa Senhora da Conceição*, whose captain lieutenant Joseph Coelho da Silva submitted a Latin petition on 28 May requesting £300 on the credit of the King of Portugal. The Governor's reply, drafted with care for the bilateral framework under the 1703 Methuen alliance, accepted the petitioners provisionally while documenting maritime-professional doubts: the "unaccountable actions" of the captain on entering the road, the failure of officers and mariners to agree on the number of men or guns mounted. The council reduced the loan to £100, accepted bills on the Portuguese ambassador in London, supplied cloth from the store, and arranged officers' return passage on Company ships [Film No. 177-180].

On 12 March 1712, following the *Success*'s arrival from Madras and Bengal, the Boucher council set local selling prices: arrack at 7s the gallon, Batavia sugar at 7d the pound, rice at 4d, piece goods at 50 per cent above invoice pursuant to paragraph 37 of the *Toddington* letter [Film No. 224]. Goa arrack from the *Catherine* later sold at 5s, distinguished by origin. Supply was fragile: by 24 November 1711 the English beef was used up and yams in short supply, prompting the council to put the lower table to board wages. The retail licence for strong liquors was farmed out at public auction on 15 April 1712, opening at 400 Spanish dollars [Film No. 244].

The island operated a dual-currency economy, Spanish dollars circulating alongside sterling at 5s the dollar. The standard commercial credit rate was 8 per cent, recorded in William Porteous's loan and Robert Bell's plantation purchase. The *Abingdon* arrived on the evening of 2 November 1712 after a passage of just over five months from England; Captain John Lesly's cargo, his caulker, and an eight-oared boat with masts, sails and gear bought by the governor for £25 all show how the council drew on visiting ships to fill local gaps. The governor bought medicines from Lesly directly because the surgeons' chests sent from England contained neither the kinds wanted nor the quantities needed, the Company's medical supply set by formula in London without reference to actual tropical diseases [Film No. 242, 249-250, 260, 263]. The retail price of arrack at 6s the gallon and sugar at 8d the pound was the same in 1709 as in the council's 1712 projection of fifty tons of

arrack or brandy and ten tons of wine that could be sold in a year, showing the stability of these standing rates [Film No. 265, 266, 270].

Slavery and Coerced Labour

Slavery was a routine feature of the working economy. At the 17 November 1709 sitting the council resolved that the nineteen Assada slaves brought from the Comoros should, except for those marked to private owners, remain Company property. Goodwin's three slaves were bought at £30, implying a £10 standard valuation per head, freeing the Assada cohort for lime-burning at Sandy Bay and carriage of materials [Film No. 8]. Their labour underwrote the sugar plantation intended as a strategic substitute for imported sugar. Thomas Gargen of Sandy Bay took the oversight at £25 a year plus the use of his house. By 28 March 1710 Mary Easthope's 20 acres at £210 were bought to establish a second sugar centre [Film No. 8, 49].

Slaves moved through inheritance as property. The slave woman Doll, valued at £30, was divided among Sarah Bell's family in cash equivalents. The presence of "one black man" among Richard Alexander's unsold property in March 1710, listed alongside 18 cattle and poultry, captures the same routine commodification. Slave returns were a point of contention: on 28 March 1710 the council pressed John Alexander for attributing slaves to his under-age son to escape the per-head charge, alleging James Rider had also practised this in respect of Daniel Griffith [Film No. 36, 46, 54]. Blacks' clothing at 14s the suit was issued from the store across all institutional accounts. Twelve suits went to the defences in August 1710 as work on Munden's Castle resumed full pace [Film No. 78].

Individual enslaved persons appear in the legal record as both property and evidence. In the Beal orphans' inquiry Henry Francis was called to account for a black woman named Mallay, delivered to him on 14 June 1700 to attend on the children; he produced a 1702 letter from Ephra Moore in England tracing her transfer through inheritance, and the council accepted his ownership. Mary Hoskison expressly offered to perform her absent husband's fencing "with hands of her own", identifying her as a slave-owner independent of her husband. The casual register of these references shows slavery as an unremarkable feature of property-holding among the settler class [Film No. 80, 98].

The slave roster of November 1710 supplies an unusually granular picture: of the total nominal force, the council found only ten men and four women fit for plantation service, the remainder absorbed in vinerooms, gardens, dairy, kitchen, fortifications, fishery, smith's shop and tailor's bench, or grouped as old and unfit alongside fifty children. Jacob the tailor made the slaves' own clothing from imported cloth. Two elderly slaves, George and Tony, had been placed at Sandy Bay "at the Border" as joint planters. The slave Mammey was transferred to the widow Coales on 19 December 1710 as consideration for renouncing all claims on her late husband's estate. Slaves were hired from planters at 1s 6d per day; on Roberts's irrigation costing the wage bill alone for sixty hired slaves would have come to £936 over eight months [Film No. 107, 113, 120].

The most extraordinary slave history recovered in this period was that of Black Oliver, reconstructed on 30 March 1711 from Mrs Grace Coulson's living testimony. Originally a slave of the Coulson household before the Dutch capture of 1672, Oliver had been sold in Brazil to an English merchant, then released to Captain Anthony Beale and Captain Melford to cruise on the *Humphrey and Elizabeth*, and finally rendezvoused with Sir Richard Munden's expedition. He had guided Munden's men ashore in the recapture of May 1673; Munden granted him his freedom with £5 above the purchase price; the Company bought his wife in England and sent her to him; Oliver received twenty acres as a free planter under paragraph 33 of the Old Company's letter of 19 September 1673. He was shot "attempting the Fort" in the rebellion of 1684. The case is one of

very few documented instances in which slave military service produced both manumission and a proprietorial land grant [Film No. 144].

The most striking single regulatory act of the period was the proclamation of 20 December 1710 fixing maximum slave prices. The preamble complained that ships had for some years past raised prices to £30 or £36 a head and that wealthier inhabitants engrossed the supply for resale at £40 to £45. The cap set £20 for a man over eighteen and £15 for a woman from shipping, and £24 and £18 for trained inter-planter resales, with forfeiture as penalty and one year's free labour offered to any informer. The mechanism converted enforcement into self-funding denunciation, supplied the Company with additional labour at no cost, and positioned the council as defender of poorer planters against engrossers. The Company itself held only sixty-nine slaves at Plantation House, of whom thirty were not fully able-bodied [Film No. 226-228].

A more troubling measure came on 9 January 1712 when the council, judging old slaves and children a great charge, ordered slave children from three years old put out to private inhabitants for seven years, the taker to maintain the child solely in return for service. The caution against barbarous or ill use carried no enforcement mechanism, and the arrangement broke up family groupings while transferring maintenance costs to private households. The game preservation advertisement of 25 July 1712 reveals the working position of slaves: with offenders timing their shooting to be seen only by slaves whose evidence would not stand in normal proceedings, the council expressly admitted slave information as good unless the slave or master had a grievance, acknowledging that the wider hierarchy of testimony could be suspended where the council's purposes required it [Film No. 230, 252].

In late 1712 the store accounts charged to the plantation included twenty suits of clothing for slaves at £14, with a further two suits to the fortifications, placing each suit at 14s and implying a slave establishment concentrated on the plantation with a smaller number attached to building works. The Swallow petition revealed enslaved children moving between households as inheritable assets: Susanna Dufton, a girl placed in Thomas Swallow's household by the former governor, had inherited a black boy as part of her estate, currently held by the widow Leech; Swallow sought his transfer, the council ordered consultation with Jonathan Dufton, the surviving executor, and on 24 December Dufton freely gave his consent [Film No. 265, 268, 270].

The case of Antony, a Macassar man, sits at the intersection of enslavement, imprisonment and Company politics. Antony had been sent from Madras for a fault he firmly denied, had behaved well and was now an old man. Three Company captains in turn had reported that his friends and relations at Bencoolen, where the Company depended on local goodwill for its pepper trade, were dissatisfied at his detention. He claimed his brother was a sultan, and the council, citing paragraph fifty-eight of the general letter sent by the *Toddington*, granted him passage home in the *Abingdon*. The decision was justified on the working test that he was too old to do the Company any service on the island or any harm at Bencoolen, illustrating how the Company moved troublesome individuals between its eastern stations without formal trial [Film No. 261].

Personalities and Critical Reflections

John Alexander is the cautionary figure of the whole period. His February 1709 letter to Roberts, written before any formal proceedings, complains in one breath that he cannot collect a single farthing of the £500 owed him and in the next asks for a gallon of arrack on the ground that "my constitution requires a little dram now and then to comfort my spirits when weak and low". His November 1709 petitions cycle between sworn promises, accusations that the government will see him "turned out like a vagabond", and the implausible claim that the proprietors had directed he should not be removed [Film No. 17, 21]. Examined under oath in 1710 about the Beal house

proceeds, he could not say what he had collected, could not produce the inventory, and admitted borrowing £44 of the same money from Hoskison at interest. He was found to have varied the 1708 land returns and registered conveyances contrary to council order. His later appearance as attorney for James Wilson in the Earle orphans case completes a portrait of a man whose professional adaptability had outrun his probity [Film No. 81, 89-90, 93-94]. The forbearance shown to him on 28 March 1710, when charges were ordered to lie dormant on condition of future good behaviour, must be read against his evident usefulness to the council and his large family [Film No. 48].

Governor John Roberts emerges as the dominant personality of the early period, combining executive firmness with deliberate constitutional caution and a sharply distinctive voice. His sarcasm at Alexander's prolixity, the dismissal of an inflated highway-overseers preamble with the figures "Jack a Noaks and Tom a Styles", and the gallows-humour of "a good riddance" on Richard Alexander's voluntary departure all give the record an unusually distinctive voice [Film No. 15, 21, 34]. As Governor he pressed for unified military command but disclaimed arbitrary notions, oversaw Munden's Castle in person, experimented with maize and sugar, and recovered the books from his predecessor's clerk. His repudiation of the Easthope ninety-nine-year lease as a grant of an old Frenchman in a capricious humour is one of the few openly disparaging remarks in the record [Film No. 60, 97]. As an engineer-administrator his hand was visible in irrigation, hog husbandry, registration, the storehouse plan and the inter-castle path; he framed each scheme on the record before any departure, as though leaving a transferable blueprint. Yet his personal grant of perpetual tenure to the waste ground between store yard and churchyard exhibits the two-track approach by which the leasehold reform was applied to planters but not to himself [Film No. 130].

Daniel Griffith's quiet competence is the contrasting figure: the compilation of 36 years of records single-handed, the move into the Attorney General's role, the steady accumulation of documentary cases [Film No. 21]. Matthew Bazett's accumulation of public office and private fiduciary work makes him the central figure of the council's daily working life. As fifth in council he sat in every consultation; as Surveyor General he measured the ground for the Bagley, Doveton, Perkins, Montrose and William Coales grants; as executor of Henry Coales he was personally bound to administer the largest contested estate of the period; as co-surety with George Hoskison on Carne's 1708 bond he stood personally liable for £161. His range of responsibilities is the clearest single demonstration of how thinly the administrative establishment was spread [Film No. 117, 121]. His dismissal in October 1712 for being "very sottish, addicted to strong drink, neglectful and disrespectful", followed within ten weeks by his quiet reinstatement as third in council (now promoted through the deaths of his colleagues, with no formal order of reinstatement appearing on the record), shows the practical flexibility of a small colonial government: a man who could clear the survey backlog was too useful to discard [Film No. 256, 259, 263, 264].

George Carne is the most fully drawn settler character, his private letter of 26 August 1710 and formal petition of 28 March 1711 together producing a portrait of an aggrieved relative pursuing the Beale family interest through every available channel. He distinguished carefully between private correspondence and public document, and deployed language of careful indirection to allege "secret service" considerations under Governor Poirier. The council's eventual response was comprehensive: substantive rebuttal on every point, procedural objection, retrieval of his 1703 acceptance and 1704 surrender of Richard Beale to undermine his professed family solicitude, and finally a formal action at Quarter Sessions converting him from petitioner to defendant [Film No. 135-136, 140-142]. Mary Hoskison, navigating her husband's absence with practical competence, secured continued occupation of family land, offered to perform the outstanding fencing obligation with her own enslaved labour, and obtained from the Council a promise of further

favour if her husband did not return, emerging as a capable woman managing property and dependants under conditions of uncertainty [Film No. 98].

Grace Coulson appears as the living archive of the island's modern history, present through the Dutch occupation, the recapture, the rebellion, the 1699 voluntary registration of family documents and now, in 1711, the reconstruction of Black Oliver's land grant for the benefit of her grandson. The case-by-case dependence of the council on her testimony illustrates how, in the absence of a working register, the island's settled memory was carried in the persons of a small number of long-resident witnesses [Film No. 144, 150].

Benjamin Boucher emerges as a Governor of administrative caution and quiet political calculation, framing unpopular decisions as obedience to the directors and reporting the Sandy Bay works with deliberate emphasis on both economy and relief to the slaves. George Hoskison's record was troubled: seized of his own land under Roberts with cattle destroyed, he now sat on the council reviewing the seizure; he bought slaves and cattle for the Company, oversaw the Hutts, contracted for shoes that lasted a fortnight, allowed fences to fall, fired guns without authority for the martyrdom of King Charles against Boucher's explicit order, and died before completing the demanded account. The household was quietly supported afterwards: his widow Mary received a twenty-one-year lease of four acres on the Peak Plain [Film No. 230, 244-245]. Roberts displayed institutional pride in handover but also a manoeuvring sensibility, his proposed beat-of-drum reconciliation and his insistence from on board the *Mead* that his earlier letter be sent home both showing a man determined to control the documentary record [Film No. 225].

The records are valuable but partial. They are the council's own record, with the proprietors in London the implicit second reader. Roberts's care to construct the case against Alexander to withstand London-side scrutiny, his explicit reading of paragraph 37 of the Fleet frigate letter against its apparent sense, and the council's offer in March 1710 to hold Alexander's charges "dormant" so long as he behaved, all show the council managing the relationship with the principal whom every consultation was implicitly addressing. The offenders' voices reach us only through Roberts's prose [Film No. 10, 18, 48]. Set in its wider context, the period was a fragile moment for a small island in the South Atlantic. The War of the Spanish Succession was still in progress; French naval power in the Indian Ocean was a real threat; the East India Company itself had merged with its rival only in 1709. St Helena's value lay in its position as the only English watering and provisioning station on the homeward Cape route. The council's defensive, agricultural and disciplinary anxieties all pointed to the same underlying concern: that the establishment had been allowed to decay in records, soil, wood, population and armed manpower to a point at which it could not safely answer the demands of its strategic role [Film No. 7, 30, 53, 55].

BL Image No.	Document No.	OCR Transcription	Modern Interpretation
1	1	EAP 1364 St Helena Document Name and Date: St. Helena Records 1709–12 Photographer: Peter Date photographed: 27 Oct 2021 Additional comments: [blank]	Document Name and Date: St. Helena Records 1709–12 Dimensions (height x width x depth) (cm): [blank] No. written pages: 268 No. blank pages: 1 Spine and cover: Good condition Inside pages: Edges of pages tattered. Foxing present throughout volume. Additional comments: [blank] Time taken to photograph (hours): 4 hours
2	2	Book cover	
3	3	Blank page	
4	4	Blank page	
5	5	Due to the quality and fading of the image, much of the text is extremely faint and indistinct.	

BL Image No.	Document No.	OCR Transcription	Modern Interpretation
6	6	1772 No shooting without licence - Report ordnance (tho usually invaded) To be taken as good against Poachers &c 252 Govr. Bouchet declining, foreign Masters made Assr. to Council 255 Mr. Bergot 5th of Council dismissed, being British 256 & dissatisfied &c Salaries of Council 258 Novr. Mr. List of Company's Stock Govr. Quantity of strong liquors required for a year 264 (Supplementing leaf) License sold at Sunday Bay Ketch at 4/6 per bushell 266	
7	7	Island St: Helena. At a Consultation held on Thursday the 17th. day of November 1709. At the United Castle in James Valley. Pres. Jn:o Roberts Esqr. Governour, Thom:s Goodwin, Depty. Governr. Edwd. Mashborne. 3.d in Councell. Will: Marsden 4.th in Councell. Daniel Griffith. 5.th in Councell. The Governours Declaration against John Alexander Clark of the Councill. Gentlemen Some few days agoe Mr. Marsden Looking in the Register book of Lands, and as he says, seeing a great many as he thought Lately Entred for No Man can tell Directly, when they were Entred, because the dates are Ancient, but at Last finds One Enterd that was a Bill of Sale for Fifteen Acres of Land, Robert Gurling sells George Carne for the Sum of Fifty Five pound, and Remembers it very well that Some Months agoe that very Bill of Sale was brought before the Councill (by the partys to have it Registred then) which I suppose you may all Remember, and also Mr. Alexander was by when I asked Robert Gurling how he came by that Land, but he gave us No Manner of Account, Or so much as any writing or Title to it, and for that Reason it was throw[n] out, and Mrs. Carne then Complained that she had paid for it, a long time agoe, and what should she do for her Money, she was bid to get it of him again, as well as she could, and the Register book lyes before us. You may all See their is Ten other Conveyances Registred besides, since Our Resolution of the 12.th of July last, not to Examine Into any Lands, because we therein doubt our power to Settle them, I prove it was Since because that very Consultation we took Mr. Free in, to be a Writer under Alexander, and those Transferrs of Lands, are all Entered by him, and he declares he wrote them since he was appointed an Assistant as aforesaid. At this rate what Ever orders, our Hon:ble Masters sends us to Inquire Into the Titles of Lands, our Clark will soon make Conveyances under hand, to the whole Island, or were they are wanting, So that we shall have Nothing to doe, but Subscribe to his Base and Knavish dealings, when it is Obvious to us all, that our Hon:ble Masters has been Basely Cheated, and their Lands bought and Sold as real Estates, and this we all know is no hard Matter to prove, and Now there is severall Young people wants Habitations, and we dont know how to provide for them, or ever shall at this rate. Margin Notes: [...] Roberts Decla [...] and charge against [...] Alexander Clerk [...] Councill	Island of St Helena. At a consultation held on Thursday 17 Nov 1709, at the United Castle in James Valley. Present: John Roberts Esquire, Governor; Thomas Goodwin, Deputy Governor; Edward Mashborne, third in council; William Marsden, fourth in council; Daniel Griffith, fifth in council. The Governor delivered a declaration to the council against John Alexander, Clerk of the Council. A few days earlier, William Marsden had been inspecting the Register Book of Lands. He had noticed a number of entries which appeared to him to have been recently made, although the dates assigned to them were old and no one could establish with certainty when they had in fact been entered. Among them he had found a bill of sale for 15 acres of land, by which Robert Gurling had sold to George Carne for £55. The Governor recalled that some months earlier the same bill of sale had been brought before the council by the parties for registration, and presumed the other members would also recall the occasion. Mr Alexander had been present at the time. The Governor had asked Robert Gurling how he had acquired the land, but Gurling had produced no account of his title and no written evidence of any kind. The bill had accordingly been rejected. Mrs Carne had then complained that she had paid for the land some time before and asked what was to be done about her money. The council had directed her to recover the sum from Gurling as best she could. The Governor laid the Register Book before the council. Ten further conveyances had been registered since the council's resolution of 12 Jul 1709 not to examine into any lands, the council having at that time doubted its own authority to settle them. The Governor demonstrated that the entries had been made after the resolution, since at the same consultation Mr Free had been appointed as a writer under Alexander. All of the disputed transfers were in Free's hand, and Free confirmed that he had written them after taking up the appointment. The Governor observed that, if such practices were allowed to continue, the Clerk would in time be able to manufacture conveyances under hand covering the whole of the island, or any part of it where titles were lacking, leaving the council with no function but to subscribe to his dealings. The Honourable Masters had on this account been seriously defrauded, and their lands bought and sold as private estates. The point was readily capable of proof. Several young people on the island were currently in need of habitations, and the council had no means of providing for them under existing conditions. *Margin note:* Roberts's declaration and charge against Alexander, Clerk of the Council. **Interpretations** The declaration was Roberts's alone, presented as a charge laid before the rest of the council rather than as a resolution adopted by it. The form indicates that the Governor was opening a disciplinary process rather than concluding one. The facts of the case were set out,

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			the implicated parties named, the documentary evidence laid on the table, and the council's resolution of 12 Jul 1709 cited as the standard against which Alexander's conduct was to be measured. No order was taken against the Clerk at this sitting; the declaration established the case and reserved the formal disposition for a later consultation. The structure parallels that of the Godolphin disciplinary inquiry of Aug 1709, in which a written charge had likewise been laid before the council and the resolution deferred to a subsequent sitting after the evidence had been examined. The case against Alexander rested on a chain of three established facts. First, the bill of sale from Gurling to Carne had previously been adjudicated by the council and rejected for want of title in the vendor. Second, the council had subsequently resolved on 12 Jul 1709 not to examine into any lands, doubting its power to settle them. Third, the disputed bill, together with ten further conveyances, had nevertheless been entered in the Register Book of Lands after that resolution. The entries were all in Free's hand, and Free's appointment dated from the very consultation that had carried the resolution. The chain established that the entries had been made in defiance of a recent and specific order, under the supervision of the Clerk responsible for the register. The Governor's case was supported by documentary evidence visible to every member of the council in the register itself, which gave the charge an evidentiary weight independent of any examination of witnesses. The Gurling-Carne sale carried particular significance as the test case because it had been adjudicated in open consultation before the resolution of 12 Jul 1709 and rejected. Its subsequent registration was therefore not merely a breach of the general resolution but a direct reversal of a specific council decision. Mrs Carne's earlier complaint that she had paid for the land, and the council's response that she should recover the money from Gurling as best she could, established that the council had positively refused to give effect to the sale. Alexander's entry of the bill in the register, after that refusal, had the effect of conferring the documentary standing the council had denied it. The Governor's characterisation of the conduct as base and knavish followed from the deliberate character of the reversal, which could not be explained as inadvertent. **Speculations** The Governor's decision to bring the charge as a declaration before the assembled council, rather than to act on it summarily, suggests that he intended to handle the matter through collective deliberation. Alexander was Clerk of the Council and one of the two compilers of the abstract of laws; his summary dismissal would have disrupted both the abstract project and the council's clerical operations. The probability is that Roberts was opening a disciplinary process with a view to a graduated response, in which the gravity of the charge would be tested in council before the form of the disposition was settled. The pattern parallels his earlier handling of Doctor Porteous and the Godolphin officers, both of which had begun with a public statement of the facts and resolved themselves through reallocation rather than outright dismissal.
8	8	Island St: Helena. At a Consultation held on Thursday the 17th. day of November 1709. At the United Castle in James Valley. Pres. Jn:o Roberts Esqr. Governour, Thom:s Goodwin, Depty. Governr. Edwd. Mashborne. 3.d in Councell. Will: Marsden 4.th in Councell. Daniel Griffith. 5.th in Councell. The Governours Declaration against John Alexander Clark of the Councill.	Island of St Helena. At a consultation held on Thursday 17 November 1709, at the United Castle in James Valley. Present: John Roberts Esquire, Governor; Thomas Goodwin, Deputy Governor; Edward Mashborne, third in council; William Marsden, fourth in council; Daniel Griffith, fifth in council. Roberts laid a formal charge before the council against John Alexander, Clerk of the Council. A few

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		Gentlemen Some few days agoe Mr. Marsden Looking in the Register book of Lands, and as he says, seeing a great many as he thought Lately Entred for No Man can tell Directly, when they were Entred, because the dates are Ancient, but at Last finds One Enterd that was a Bill of Sale for Fifteen Acres of Land, Robert Gurling sells George Carne for the Sum of Fifty Five pound, and Remembers it very well that Some Months agoe that very Bill of Sale was brought before the Councill (by the partys to have it Registred then) which I suppose you may all Remember, and also Mr. Alexander was by when I asked Robert Gurling how he came by that Land, but he gave us No Manner of Account, Or so much as any writing or Title to it, and for that Reason it was throw[n] out, and Mrs. Carne then Complained that she had paid for it, a long time agoe, and what should she do for her Money, she was bid to get it of him again, as well as she could, and the Register book lyes before us. 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At this rate what Ever orders, our Hon:ble Masters sends us to Inquire Into the Titles of Lands, our Clark will soon make Conveyances under hand, to the whole Island, or were they are wanting, So that we shall have Nothing to doe, but Subscribe to his Base and Knavish dealings, when it is Obvious to us all, that our Hon:ble Masters has been Basely Cheated, and their Lands bought and Sold as real Estates, and this we all know is no hard Matter to prove, and Now there is severall Young people wants Habitations, and we dont know how to provide for them, or ever shall at this rate. The Governour having Ever Since the 25th. of M[...] last allow[e]d the M[...] Mr. Thomlinson a Servant and Soldiers pay for him, Desires the Hon:ble Comp[any] [...] continue it So, for that his Behaviour Deserves the best Encouragement [...] The Governour Says that the Ass: Negros are now brought to be Very Serviceable in Carrying Sand, fetching Lime, and Yam[s] &c. of which there was 19. upon the Island, out of which Capt:n Mashborne has One, and a Sole, Capt:n Goodwin One Mr. Francis 3. These being all that are Markt, Whereby according to Law tha[t] Rest are the Companys. Ordered That they Remaine So, and that all Pretensions whatsoever may be Cut of[f] by any person whatsoever, and that 30:b be paid to Capt:n Goodwin for his. 3 - to Cap[tn] M[ash..] for his. 2. and 3. to Mr. Francis for 2. of his. 3. So that there will be None Else upon the Island. The Governour has treated with Thomas Gargen about Over looke[ing] the Sugar Plantations, and he is very willing to Look Over them and Le[t] him have a Chamber in his house, and another Room to put Lime in af[ter] its burnt to Shelter it from the Weather Untill the Ass: Negros can [...] it after the Rate of. 25 pound p Annum for himself and the Use of his ho[...] but as he is now Imployd to look after the Blacks breaking and burni[ng] the Lime Stone, and fencing in of the great Sugar Plantation he desire[s] till these things be Over that he may be Continued at his pay of. 2 - 6. [...] Because he is Obliged Continually to attend them - Ordered That the aforesaid agreement be Confirm'd, being Reasonable. The Governour Says that we have a great many Lees deft of the Country trop Wine, and Some Sower, Believes if a Still house were buil[t] we Could Immediately draw of the Wine into a Spurret which	days earlier, William Marsden examined the Register Book of Lands. He noticed a number of entries that appeared recent, although the dates assigned to them were old. No member of the council could establish with certainty when those entries went into the book. Among them, Marsden found a bill of sale for 15 acres of land, by which Robert Gurling sold to George Carne for £55 0s 0d. The same bill of sale, Roberts recalled, came before the council some months earlier, brought by the parties for registration. The other members would, he supposed, also remember the occasion. Alexander was present at that earlier sitting. Roberts asked Robert Gurling at the time how he came by the land. Gurling produced no explanation and no written title of any kind. On that ground the bill was rejected. Mrs Carne then complained that she paid for the land some time before and asked what was to be done about her money. The council directed her to recover the sum from Gurling as best she could. Roberts laid the Register Book before the council. Ten further conveyances stood entered in it since the council's resolution of 12 July 1709 not to examine into any lands, the council having on that date doubted its own authority to settle them. The entries postdated that resolution. At the same 12 July 1709 sitting Mr Free was appointed as a writer under Alexander. All ten disputed transfers stood in Free's hand, and Free confirmed that he wrote them after taking up the appointment. If the practice continued, Roberts observed, the Clerk would in time be able to manufacture private titles for the whole island, or for any part of it where no title was on record, leaving the council with no role but to confirm his dealings. The Honourable Masters were on this account seriously defrauded, and their lands sold off as private estates. The point was capable of proof. Several young people on the island stood in need of land for settlement, and the council had no means of providing for them while the register remained open to such practices. Turning next to the case of the Reverend Mr Thomlinson, the island's minister, Roberts reported that since 25 [...] 1709 he had allowed Thomlinson the pay of a soldier and the use of a servant on the Honourable Company's account. He asked the council to support a recommendation to the Honourable Company that this allowance continue. Thomlinson's conduct, in his view, merited the best encouragement the Company could offer. The Assada slaves brought to the island were now proving very useful in carrying sand, fetching lime and bringing in yams. Nineteen of them were on the island in total. Of those, Mashborne held one and a sole, Goodwin held one, and Mr Francis held three. Each of these was marked. The remainder, under the relevant law, belonged to the Honourable Company. The council ordered that the Honourable Company retain the residue and that any further private claim be barred. Goodwin was to be paid £30 0s 0d for his three. Mashborne was to be paid an equivalent sum, recorded as 3 pieces of eight to Mashborne and one [...] remaining in Mr Francis's hand for two of his three, with the third of his three to be paid for separately. The manuscript is unclear at several of these figures, and the recoverable sums do not fully reconcile between the body text and the margin gloss. The effect of the order was that no privately marked Assada slave was thereafter to remain on the island outside the Company's possession. Roberts reported that he held discussions with Thomas Gargen, the free planter at Sandy Bay, about taking on the oversight of the sugar plantation. Gargen was willing to take on the role and to give over a chamber in his house, together with a further room for

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		would be very Serviceable to us at this time, and should there come no Winter Ships we must be Obliged to Still of the most sourt of the Next Vintage. Ordered That a Still house be plac'd in any place Manner, and form, as the Govern[our] thinks fitt. Jn:o Roberts T: Goodwin Edwd. Mashborne Wm. Marsden Daniel Griffith **Margin Notes:** [...] Roberts Decla [...] and charge against [...] Alexander Clerk [...] Councill The minist[er] allow'd a [...] Soldrs. pay, at desire of Hono:ble Comp:y to Continue - Ass: Negroes brought to be Serviceable and who allow'd any. Ordered, That Capt: Goodwin and Capt:n Mashborne be paid for their 3 - 3 of pieces 8 - to Cap:tn M[ash..] [...] and one remaining in Mr. Francis hand 8 id more [...] treated with Mr. Gargen [...] to look after Yam[s] [...] [Plant?] ation burning of Lime fenceing & laying in the great Sugar Plantation Ordered if said Treaty agreement be Confirm[d] [...] that Mr. Gargen have [...] pr. day if Continued A Still house to distill Lees of Wines - Order'd a Still house to be made, as ye Govr. thinks fitt.	the storage of burnt lime to keep it sheltered from the weather until the Assada slaves could take it away. He proposed a rate of £25 0s 0d per year for himself and the use of his house. Gargen was currently engaged in supervising the slaves on the lime-breaking and lime-burning work, and on the fencing of the great sugar plantation. Until those tasks were completed he asked to be continued at his existing rate of 2s 6d per day, on the ground that he was obliged to attend the work constantly. The council ordered that the agreement on those terms be confirmed as reasonable. A substantial stock of lees from the country wine remained on the council's books, some of it already turning sour. Roberts proposed that a still house be built, so that the wine could be drawn off into spirit immediately. The work would be of considerable use to the island in the current circumstances. If no winter ships arrived, much of the next vintage would in any case need to be distilled. The council ordered that a still house be built, in any place, manner and form that Roberts thought fit. Signed: John Roberts, Thomas Goodwin, Edward Mashborne, William Marsden, Daniel Griffith. **Interpretations** The Reverend Mr Thomlinson's pay arrangement reflects the established island practice of compensating clergy through grants drawn from the military establishment. By assigning the minister the pay of a soldier and the use of a servant, Roberts used the existing military accounts as the vehicle for a clerical salary, in the absence of a separately funded ecclesiastical post. The reliance on the Honourable Company's confirmation indicates that the arrangement, although authorised on the Governor's own initiative since the (incomplete) date in 1709, required ratification from London to become permanent. The mechanism is administrative rather than canonical: the church on St Helena operated as an annex of the Company's establishment, with its incumbent paid out of the same funds that supplied the garrison. The Assada slaves were a distinct category in the island's labour force, brought from the Comoros and adjacent settlements to supplement the existing slave population. The order of 17 November 1709 applied two related principles. The first was a rule of marking: only those slaves individually marked to private owners were recognised as private property. The second was a rule of residue: all unmarked Assada slaves remained, by law, the property of the Honourable Company. The council closed the question by buying out the marked private holdings and barring future private claims, so consolidating the entire Assada cohort under direct Company control. Thomas Gargen's arrangement for the sugar plantation overseership combined two functions in a single appointment. The first was supervisory: oversight of the sugar canes flourishing under the planting trial opened on 26 July 1709. The second was logistical: provision of accommodation for the burnt lime from the kiln at Sandy Bay, pending its removal by the Assada slaves. The £25 0s 0d annual rate covered both Gargen's salary and the use of his house, indicating that the council preferred a combined personal-and-property contract to two separate arrangements. The transitional clause, under which Gargen continued at his existing rate of 2s 6d per day until the lime-burning and fencing were complete, reflects the council's recognition that the supervisory role could not commence until the preparatory work was finished. The structure illustrates the council's preference for sequenced engagements that matched payment to the actual task in hand. **Speculations**

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			The still house proposal carried an undisclosed second function beyond the salvage of sour wine. Roberts's reference to the next vintage having to be distilled in the event of no winter ships pointed forward to a strategic stock of spirit held against shipping interruption. The country wine was a perishable commodity that could not be stored beyond its season. Spirit drawn from the wine, by contrast, could be kept indefinitely. A still house therefore converted a seasonal vulnerability into a permanent reserve, with the spirit serving as a substitute for imported arrack in any prolonged isolation of the island. The council's broad authorisation, leaving the design entirely to Roberts, indicates that the value of the facility lay in its rapid availability rather than in any particular form, and that the strategic logic of a domestic spirit-supply was understood without further explanation.
9	9	I shall Now put you in minde of another Knavish Action of John Alexander on the books Now Lyes before us. Turn to Consultation book No. 5. folio. 108. the 18.th of March 169 8/9 You will finde its there Ordered that his Brother Richard Alexander is to have a Lease of Ten Acres of Land for. 21. Years, Now turn to the Alphabet, or Memorandum book, you will finde that John Alexander the Clark[e] has Alter'd it, and made it for. 99. Years, to favour his Brother, if not Brib'd to it besides, Now turn to Consultation book No. 8. folio. 54. where he is Accused with his Brother in law Gilbert Cosgrave of Felony for Stealing Goates, their you See he has Alter'd that affair, which is wrote with another hand, he with his Own hand Writing has Endeavoured to turn it to his Own advantage altho' 'tis Evi- dent they were both Guilty. Turn to Consultation book No. 8. folio. 41. the Peace Sworne against him by Beale and bond given, and yet you See that Knave has alter'd it, to gilte another Sense. I shan't trouble my Self to quote more places th[a]t there is many more. Now turn to Our Consultation book No. 9. folio. 175. September. 17th. 1708. their you will See in the Case of William March, about his Black, Its Interlined after we had Signd it, as appears by the Writing these words, Forasmuch as the Said Black has Received Severe punishment on that Account, which you Say is false, for he did not, altho' he Deserved it, which has no Other End but to Blacken the former Government, were he is Accused of Stealing Money out of the Store &c. And now Gentlemen after much adoe I have got the Gentleman down Which Indeed is no Easy Matter, and when I Checked him, the fellow asked me how I thought he Should Maintain his Family to be always at the Fort, Now I would fain know in your Opinions, and to the best of your knowledg[e] whither he has done. 3. Months Service for our Hon:ble Masters, Since I Came here, which is almost. 15. Months, Or if a List was taken of his Writing, Whither it won't appear much less then. 3. Months Service, I believe One Need be No quick Writer to do as much in. 20. or. 30. days. Gentlemen its Your part to Consider, first whether my allegation[s] are true. Secondly whither such a Man Ought to Receive our Hon:ble Masters pay and Eat their Bread. And Thirdly whither he Ought not to be Dismist of his place, and Trust, his Sallary and all other Incums to Cease. Wee all Unanimousely Agree, that the aforesaid Allegations are true in Every particular, with this Addition to our Knowledge Vizt. The former Government Cap.tn Goodwin, Cap.tn Mashborne, and Mr. Marrden Say that the Said Alexander has Clandestinely and of his Own accord Regis- tred Severall Deeds and Conveyances of Lands, with other Agreements, and Articles, without their privity and Consent, which should have been Exami- ned and Approved, and Attested by Governour and	Roberts then reminded the council of a further dishonest act by John Alexander, traceable in the books already lying before them. Consultation book number 5, folio 108, recorded an order of 18 March 1699 granting Alexander's brother Richard Alexander a lease of 10 acres of land for 21 years. The corresponding entry in the Alphabet or Memorandum book showed that John Alexander, as Clerk, altered the term to 99 years to favour his brother, and possibly in return for a bribe. Consultation book number 8, folio 54, contained an entry recording a felony charge against John Alexander and his brother-in-law Gilbert Cosgrave for stealing goats. The body of that entry was in another hand, but Alexander's own hand subsequently amended the record to turn the matter to his advantage, although the evidence of their guilt was clear. Consultation book number 8, folio 41, recorded a binding-over to keep the peace, sworn against Alexander by Beale, with a bond given. Alexander altered that entry too, so that it now carried a different sense. Roberts told the council he would not labour the point with further examples, although many more were available. He drew their attention to consultation book number 9, folio 175, under the date 17 September 1708. The entry concerned the case of William March and his slave. After the council signed the entry, Alexander interlined the words "forasmuch as the said black has received severe punishment on that account". The interlineation was false: the slave received no such punishment, though he deserved it. The insertion served only to discredit the former government, in which Alexander stood accused of stealing money from the store. Roberts then addressed the council on the practical question of Alexander's diligence. He reminded them how much effort had been required to bring the Clerk to attend the consultation at all. When Roberts confronted him, Alexander asked how he was to maintain his family if he was always at the Fort. Roberts invited the council to consider, on its own knowledge, whether Alexander had performed three months of service for the Honourable Masters in the almost fifteen months since Roberts arrived on the island, and whether a list of his writing would show even that much. A competent writer, he observed, could produce the same quantity in 20 or 30 days. Roberts put three questions to the council. First, whether his allegations were true. Second, whether such a man should continue to receive the Honourable Masters' pay and eat their bread. Third, whether he should be dismissed from his post and trust, with his salary and all other emoluments to cease. The council unanimously agreed that the allegations were true in every particular. Goodwin, Mashborne and Marsden added, on their own knowledge from the

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		Councill, which they did not See, till they Came to Examine the book. **Margin Notes:** The charge con tinued The Councill Unani- mously agree y:e Charge is true.	former government, that Alexander clandestinely and on his own initiative registered several deeds, conveyances of land and other agreements and articles, without their knowledge or consent. Those instruments should have been examined, approved and attested by the Governor and council, but the council saw none of them until it came to examine the book. **Interpretations** The cross-referenced consultation books cited by Roberts illustrate the layered record-keeping system on which the council's administrative authority rested. The principal record was the consultation book itself, paginated by folio and signed at the close of each sitting. Subsidiary registers, including the Alphabet or Memorandum book and the Register Book of Lands, indexed and supplemented the principal record. Each layer was meant to corroborate the others. Alexander's offence consisted in exploiting the multiplication of registers to introduce discrepancies between them, on the assumption that a discrepant entry in a subsidiary book would in practice override a correct entry in the principal book if no one cross-checked. The institutional weight of the council's records depended on the integrity of the relationships between layers, and the integrity of those relationships depended on the Clerk who controlled them all. The alteration of the Richard Alexander lease from 21 years to 99 years operated through the difference between the consultation book and the Memorandum book. The council's resolution stood in the consultation book at folio 108 of book number 5, dated 18 March 1699, with the original 21-year term. The Memorandum book carried the corresponding entry with the term inflated to 99 years. A reader consulting the Memorandum book in isolation, perhaps to confirm the term of a lease under examination decades later, would find the inflated figure and act on it. The mechanism exploits the practical reliance of administrative routine on the most accessible record, rather than on a return to the original instrument. The supplementary testimony of Goodwin, Mashborne and Marsden, that Alexander clandestinely registered deeds and conveyances during the former government without the council's privity, dated the Clerk's malpractice back beyond the present administration. The three witnesses spoke from their own service on the council before Roberts arrived. The effect of their testimony was to extend the charge from a recent pattern, beginning in July 1709, to a long-standing course of conduct, and to remove any defence based on innocent error in the recent entries. The council's unanimous concurrence in the allegations completed the documentary case against Alexander and converted the Governor's declaration into a formal council resolution. **Speculations** The decision to put three formal questions to the council, on the truth of the allegations, the propriety of Alexander's continued employment and the question of his dismissal, structured the matter as a vote on a resolution rather than as a discretionary act by the Governor. Roberts could have dismissed Alexander summarily on his own authority. By instead requiring the council to resolve each question, he distributed the responsibility for the outcome across the entire council and bound his colleagues to the consequences. The procedural form converted a Governor's decision into a council resolution, and so removed the matter from any later challenge on the ground of personal animus. The structural choice indicates that Roberts anticipated subsequent scrutiny, either from the Honourable Masters in London or from any party to the disputed conveyances, and prepared the record to withstand it.

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10	10	Mr. Griffith being appointed to See the bringing up the Clarks Books Saith that the Said Alexander hath been So taken up about building a New house in the Countrey Since the Governour Came that he has not been down at the Office for. 2. or. 3. Months together, and when he came it was but to Gain Longer time, So that he Never Could Stay to perfect any One thing. And has not for this. 15. Months done. 3. Months Service, for Capt:n Mashborne and my Self were Ordered to make an Extract, and Collection of all Laws from the first Settlement to this present time, which was his Business to Assist us. And always in his Long Absence Officiated for him in Councill, that after the Collection of Laws, I was Likewise Ordered with the Said Alexander to make an Abstract of all Laws, Directions, In- structions, terms of Lands &c. from the Severall Books in the Office from the 1.st to Last, being. 32 Large books, which took up Some Months, In all which time he Copyed but. 3. which whether the Governour and Councill think it Sufficiently or Faithfully done must Leave to your Judgments. Upon perusall and Running Over all, which books I have Observed Mr. Alexan- der has Interlined and Rased Severall Consultacons and quite perverted the Sense and Meaning of things Since they were Signd by Governour and Councill, Some to the Advantage of himself, Some of his Friends and Relations, and some to the great Disadvantage and prejudice of others, as well as to our Hon:ble Masters, Likewise hath Since an order to the Contrary in this present Government, Clandestinely Enterd, and Registred Severall peoples Lands, Some Relations, other particular Friends, being Expresly forbid and Cautioned to the Contrary, That we finde Four Leases of Severall Acres of Land to Severall persons, Sealed and Signd by him onely without the Governour and Councills privity, or Attestation for the Term of. 99. Years by Vertue of which they hold the Said Land, Whereas there is no such time or Term Mentioned [i]n the Consultation books for such Land, That I left a Catalogue of all books Deeds &c. in the Office, and among the Rest a great bundle of Bonds, Relating to the Security of Lands, and other affairs belonging to the Hon:ble Company which are all Since Imbezled or Destroyd Except. 4. or. 5. which have found Loose about the Office. And Since Mr. Free Says that he Saw Mr. Alexander burn a heap of. 2. or. 3. Bundles of papers and Writings which he Conveyed from the Office about 2 Years agone, with out the order, or Examination of the Governour, or any One of the Councill being present. Now upon due Consideration of all matters, we take God to Witness, that what we Now Resolve upon is with out prejudice, or partiallity, but for the good Management and prosperity of our Hon:ble Masters and their Affaires It is Unanimously Agreed That the Said John Alexander Clark of the Councill has been Unfaith- full, Negligent, Treacherous, and Unjust, in his Duty and trust, to the Hon:ble Lords Proprietors and, Incapable of any Imployments in their Service. **Margin Notes:** Mr. Griffith appointed to bring up y:e Clarks books &c. The Councill Unani- mously agree y:t Said Alexander has been faithfull Negligent [...]	Daniel Griffith, who had been appointed to oversee the bringing up of the Clerk's books, then made his own statement. Since Roberts arrived as Governor, Alexander had been so occupied with building a new house in the country that he was absent from the Office for two or three months at a stretch. On the rare occasions when he attended, his only purpose was to extract further extensions of time, and he never stayed long enough to complete a single task. In the fifteen months since Roberts's arrival, his actual service amounted to less than three months. Mashborne and Griffith had been ordered to compile an extract and collection of all laws from the first settlement to the present, work that Alexander was supposed to assist with. Throughout his long absences, Griffith also stood in for him in council. After that compilation was complete, Griffith was directed to work with Alexander on an abstract of all laws, directions, instructions, terms of lands and other instruments contained in the council's records, drawn from 32 large books running from the first to the most recent. The exercise occupied several months. In that whole period, Alexander copied only three of the books. Whether his contribution had been sufficient, or faithful, Griffith left to the council to determine. Griffith reported what he had observed on examining the books in full. Alexander had interlined and erased several consultations, and had completely perverted their sense and meaning, after they were signed by the Governor and council. Some of the alterations were to his own advantage, some to that of his friends and relations, and some to the disadvantage and prejudice of others, including the Honourable Masters. Despite a contrary order issued by the present government, Alexander had clandestinely registered the land of several persons, some of them his relations and others his close friends, in direct breach of an express prohibition. Four leases of land to several persons had been sealed and signed by Alexander alone, without the knowledge or attestation of the Governor or council, each for a term of 99 years. The recipients held their land on the strength of those leases. No such term appeared in the consultation books for any of the lands concerned. Griffith had earlier left in the Office a catalogue of all books, deeds and other instruments, including a large bundle of bonds securing land titles and other matters belonging to the Honourable Company. Almost all of the bonds had since been embezzled or destroyed. Only four or five had been recovered, found loose about the Office. Mr Free reported that he had seen Alexander burn two or three bundles of papers and writings, taken from the Office about two years earlier, without any order from, or examination by, the Governor or any member of the council. On due consideration of the whole matter, the council took God to witness that the resolution then under deliberation was reached without prejudice or partiality, and solely for the good management and prosperity of the Honourable Masters and their affairs. It was unanimously agreed that John Alexander, Clerk of the Council, had been unfaithful, negligent, treacherous and unjust in his duty and trust to the Honourable Lords Proprietors, and incapable of any employment in their service. **Interpretations** Griffith's testimony establishes a separate but parallel record of malpractice to Roberts's earlier declaration. Where Roberts assembled documentary evidence from the books, Griffith spoke from direct experience of working alongside Alexander on the compilation projects of 1709. The two accounts therefore complement each other, with Roberts

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			supplying the forensic case and Griffith the witness testimony of a colleague who had borne the practical cost of the Clerk's absence. The compilation projects depended on the Clerk's active participation, since the books examined were those of his own Office. His failure to assist obstructed not only his own work but Griffith's wider statutory task of reconstructing the proprietary record. The four leases for 99 years, sealed and signed by Alexander alone, mark a qualitative escalation beyond the alterations described earlier by Roberts. Those alterations operated by manipulating the relationship between registers; the leases operated by manufacturing complete instruments out of nothing. The Clerk's seal and signature gave the documents their formal validity, while the absence of attestation by the Governor or council removed the procedural safeguard that the proprietary system depended on. The recipients of the leases held their land on the strength of instruments that on their face appeared regular, since the Clerk's seal was the visible mark of authentication on which any later purchaser would rely. The forgery was therefore both invisible to outside scrutiny and binding in practice, until the council's investigation exposed it. The burning of two or three bundles of papers and writings, witnessed by Mr Free about two years earlier, dated the destruction to roughly the period of the transition between the former government and the present one. The choice of moment is significant: a change of government would normally have included a review of the Office's holdings, and the destruction of papers in advance of any such review removed the principal record of whatever those papers contained. The institutional weakness exposed by the incident is that the Clerk had unsupervised access to the Office's archive and could destroy it at his discretion, with the only check being the accidental presence of a witness. **Speculations** The decision to declare Alexander incapable of any employment in the proprietors' service, rather than merely to dismiss him from his present post, anticipated the possibility that the Honourable Masters in London might wish to retain his services in another capacity. Alexander's family connections on the island and his command of the records made him a person of standing whom a distant proprietor might consider preserving for a different role. The council's preemptive disqualification removed that option and required any future restoration of Alexander to come through a positive direction from London, against the unanimous declaration of the entire local council. The procedural structure indicates that the council expected to defend its resolution against an attempt to reinstate Alexander, and prepared the language to make any such attempt as difficult as possible.
11	11	Understood - I will apply this strictly going forward. Here is the revised transcription of this page with uncertainty properly bracketed: Wherefore Resolved and Ordered That the Said John Alexander be Dismist of his place and Sallary, and all Incums from the Lords Proprietors, and be No More Regarded as their Servant, and that the Storekeeper do Retain the Wages or Sallary he has due to him to pay his Old Debts in part. John Alexander was Calld in and the Consultation Read Over to him and his Answer Required. To which he Answer'd that for the Registring of Lands, he kn[o]w[s] Nothing of the Matter, and did not know why he might not Enter them. And for his Neglect he Lays that upon the Governour, for he Never went Into the Countrey, but when he gave him Leave, nor Staid Longer then he had Leave.	Understood. The corrected version of the rewrite for that page, with the offending Speculation paragraph removed, is below. The council accordingly resolved and ordered that John Alexander be dismissed from his post and salary, with all emoluments from the Lords Proprietors to cease, and that he no longer be regarded as their servant. The storekeeper was directed to retain the wages or salary due to him and apply the sum in part payment of his old debts. Alexander was then called in. The consultation was read over to him and his answer required. He answered that as to the registering of lands, he knew nothing of the matter, and did not know why he should not enter them. As for his neglect of duty, he laid the blame on Roberts, saying that he only went into the country when

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		As to the Burning of the Bonds he knows Nothing of that Matter for they were all Loose papers he burnt. And as to the Entring of his Brothers Lease for. 99. Years it might be a mistake. Jn:o Roberts T: Goodwin Edwd. Mashborne Wm. Marsden Daniel Griffith By the Governour and Councill and the Inhabitants of the Island St. Helena A Law For the Better Prevention, and Apprehending of Felons. Whereas great and grievous Complaints have been made by Severall good People of the Island, that Diverse Felonyes, Larcenye[s] Thefts, and Pilfrages, and such Like Offences are many times done to their great Loss and prejudice; And that Severall Idle and Evill Disposed persons, do Still and Eat more flesh then they can be Reasonably Supposed to do Conscientiously and Honestly; And we are further Credibley Informed and Inclined to Believe that the Clandestine way and M[...] Used in this Island, among the People of Killing Offering and putting to Sale their Cattle, Goods, and other Merchandize in private Manner, and Obscure places not bringing the same to Market or Selling the Same in **Margin Notes:** Order'd y:t Said Jn:o Alexander be Dismist from his place and Sallary Alexander being Calld in his severall answers An Act or Law of Councill against Fellony Larceny &c. Pilfrages	the Governor gave him leave, and stayed no longer than the leave allowed. As for the burning of the bonds, he knew nothing of that matter, since the papers he burned were all loose. As for the entry of his brother's lease for 99 years, that might be a mistake. Signed: John Roberts, Thomas Goodwin, Edward Mashborne, William Marsden, Daniel Griffith. By the Governor and council, with the inhabitants of the island of St Helena, a law for the better prevention and apprehending of felons. Several inhabitants of the island had complained of repeated felonies, larcenies, thefts, pilferings and similar offences, causing significant loss and injury to those affected. A number of idle and evil-disposed persons continued to consume more flesh than they could honestly account for. The council was further credibly informed and inclined to believe that a clandestine practice prevailed among some of the islanders of killing, offering and selling their cattle, goods and other merchandise in private and obscure places, rather than bringing them to market or selling them in [...] **Interpretations** The form of the dismissal carries two distinct elements. The first is the cessation of Alexander's official capacity, expressed through the loss of his post, salary and emoluments and the declaration that he is no longer to be regarded as the proprietors' servant. The second is the application of his unpaid salary to his old debts, through the agency of the storekeeper. The two operate in different directions. The dismissal removes Alexander from the proprietors' establishment; the redirection of his salary inserts the proprietors as a partial agent of his private creditors. The arrangement converts the wages owed to him into a recovery mechanism on behalf of those to whom he owed money, with the storekeeper acting as the intermediary. The institutional structure shows the council using its control of the salary account to resolve a private debt problem at the same time as it concluded the disciplinary matter. Alexander's four answers offered no defence in substance. His response on the registration of lands, that he knew nothing of the matter and saw no reason not to enter them, ignored the council's resolution of 12 July 1709 and the evidence of Mr Free's hand on the entries. His response on neglect, blaming the Governor for the leaves of absence, met the documentary record of his absences with a procedural diversion. His response on the burning of papers narrowed the issue from bundles of bonds to loose papers, without an answering account of the missing bonds themselves. His response on the 99-year lease, that it might be a mistake, conceded the alteration and offered only its inadvertence. The composite effect of the four answers, viewed against the unanimous council resolution already adopted, was to confirm rather than to displace the case against him. The third element of the preamble, the clandestine killing and sale of cattle, goods and other merchandise in private and obscure places, identifies the institutional mischief at which the law is principally aimed. A regulated market provided two functions: it generated public records of who sold what to whom, and it allowed the council to exercise supervision over the conditions of sale. Killing and selling in obscure places defeated both functions. The institutional response was therefore not only to criminalise theft but to channel all legitimate killing and sale through the public market, so that any transaction outside the market became evidence of an offence. **Speculations**

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			The framing of the law against felony around the consumption of unaccounted meat and the clandestine sale of cattle suggests that the immediate problem the council intended to address was livestock theft from the Honourable Company's herds and the marked private herds of the senior officers. The reference to the islanders' practice of killing and selling in obscure places points to a sub-economy operating outside the regulated market, in which stolen animals were converted to meat and the meat distributed or sold without leaving a trace in the public record. The legislative response treats the existence of that sub-economy as the principal target. By requiring all sales to occur in the public market, the law was intended to make the disposal of stolen animals difficult without making the theft itself any easier to detect.
12	12	Open Shopps, or Stalls, Is a great Cause of Such Enormityes for that Such private and Secret Sales and Slaughters are found to be the Means of Encouraging many Thieves, who Easily Convey the Said Goods by them Stolen and pilfered to Shipping and Strangers that there Can be Nothing found against them to their Conviction. For Remedy whereof and for the better Detecting And Apprehending of all Such Lewd persons, and bringing them to Condign punishment. We do Absolutely Enjoyn all and Every person, or persons, Inhabiting the Said Island, that from Henceforth when they Kill for their Own Use, or others, or Kill, Exchange or part with any Kinde of Beast, or Cattle, as Oxen, R[u]nts, Steeres, Kine, Heifers, Calfes, Sheep, Lambs Goats, Kidds, Hoggs, they shall be Obleged to Repair to, or Send for, and give Notice thereof, to Some person, or persons, Warranted by the Govern[our] to Keep Arms, who are hereby Appointed and Impowered to View, Inspect & Search and Examine the Ears, Hide, and Horns of Every Beast So Killed, or to be Sold, whereby to be Informed and Satisfied, that it hath the true and proper Marke of the Owner, or possessor, and whose Mark, or that the Disposer, or Seller, hath a property therein; And if any person, or persons shall presume or Endeavour fraudulently, to hide or Conceale any Such Sale, or Slaughter, and Kill or Dispose of any Beast, without Notice given and Search made as aforesaid Otherwise then According to this Law, and be thereof Lawfully Convicted He they and Every of them shall be and are hereby Declared and shall be Deemed and Adjudged as Felons; And the Beast So Concealed not Viewed and Unlawfully Killed or made away shall be Forfeited the One half to the Hon:[ble] Company, and the Other half to the Informer, or Prosecutor; And we do further Declare that any person, or persons, warranted by the Governour to Keep Arms, Shall have power to Enter into and Search (as for Stolen goods) the Houses of all and Every Unlicenced persons whom they Shall Vehemently Suspect by Circumstance or Otherwise fraudulently and Clandestinely to Sell any Meat, and where any Flesh, or Skins of a Beast, shall be found, of which they Can give no Reasonable, or good Account how they Came by the Same, or produce the party, of whom they bought the Same, or Some Credible Witness of the Sale thereof He or they Shall be Subject to the forfeiture, and pena[l]tyes of Clandestinely, and Felo[n]iously Killing a Beast, as if thereof Convicted. And we do hereby further declare that when any person not Licenced to Keep any Arms, shall Kill or any wayes Dispose of any Such Beast, he or they Shall be Obliged to get two Licenced persons, to View and Examine the Marks, but when any person having the Governours Warrant for Arms, do Kill, Sell, or Dispose of any the Testimony of One Single person Shall be Sufficient.	Open shops and stalls were identified as a principal cause of these abuses, since secret sales and slaughters provided cover for thieves to pass stolen goods to shipping and to strangers without leaving evidence sufficient for conviction. To remedy this, and to assist in detecting and apprehending such offenders and bringing them to proper punishment, the law made the following provisions. Every inhabitant of the island was bound, when killing any beast for their own use or for others, or when killing, exchanging or parting with any kind of livestock, to give notice to a person warranted by the Governor to keep arms. The categories of livestock covered were: oxen runts steers kine heifers calves sheep lambs goats kids hogs Persons holding such a warrant were authorised to view, inspect, search and examine the ears, hide and horns of every beast killed or offered for sale, so as to confirm that it bore the true and proper mark of its owner or possessor, and that the seller had a lawful property in the animal. Any person who concealed a sale or slaughter, or killed or disposed of any beast without giving notice and submitting it to inspection in the manner laid down, would on conviction be deemed and adjudged a felon. The beast so concealed, not viewed, or unlawfully killed, was to be forfeited, one half to the Honourable Company and the other half to the informer or prosecutor. A person warranted by the Governor to keep arms had power to enter and search the houses of any unlicensed person reasonably suspected of selling meat clandestinely, in the same manner as for stolen goods. Where flesh or skins of a beast were found, and the occupant could give no reasonable account of how they came by them, or produce the seller or a credible witness of the sale, the occupant was subject to the same forfeitures and penalties as if convicted of clandestinely and feloniously killing a beast. A person not licensed to keep arms, who killed or otherwise disposed of any such beast, was obliged to procure two licensed persons to view and examine the marks. Where a person held the Governor's warrant for arms, a single witness was sufficient. Every inhabitant was further required, at the marking of their cattle, to procure one or more sufficient witnesses **Interpretations** The control mechanism established by the law operates through the warrant to keep arms. A warrant from the Governor to bear arms was an established mark of trust on the island, given to selected inhabitants on grounds of reliability and standing. By assigning the inspection function to warrant-holders, the law conscripted the existing pool of trusted private citizens into a parallel role as livestock inspectors, without

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		And we do further Declare and Enjoyn that all and Every Inhabi- tant do at the Marking of their Cattle procure One or more Sufficient Witness **Margin Notes:** For apprehending and Securing all such Felons &c. No Beast or Cattle to be Killed or Sold without Witness of y:e [...] with of provid[...] the forfeitures for [...] [...] discovers in [...] person to Killer such beast & also to mark any [...] of Cattle without allowing Witness to See of [...] [...]	creating any new salaried office. The warrant therefore acquired a second institutional dimension: in addition to permitting its holder to be armed, it now imposed a duty to act as an inspector when called upon. The effect was to extend the council's reach into the regulation of slaughter without expanding the public payroll. The forfeiture clause splits the value of the concealed beast equally between the Honourable Company and the informer or prosecutor. The structure of the clause performs two functions at once. It compensates the Company for the loss of public order represented by the offence, and it creates a direct financial incentive for private citizens to report offences. The institutional logic is that of the qui tam action, familiar in early modern English law, by which a private informer was rewarded with a share of the penalty for prosecuting an offence on the public's behalf. By offering half the value of the beast, the council made informing materially attractive without leaving the recovery to the public purse alone. The power of search granted to warrant-holders is constructed by analogy with the search for stolen goods, a category in which the law of search and seizure was already established. The institutional shift is that the search now extends to any house where meat consumption is suspected, and the inability of the occupant to account for the flesh or skins reverses the ordinary burden of proof. Once meat is found, the occupant must produce the seller or a credible witness, failing which the same penalties attach as if the occupant had killed the beast clandestinely. The presumption of guilt from possession converts the offence from one of theft to one of failure to account. **Speculations** The requirement that licensed killers attend with one witness, while unlicensed killers must procure two, creates a small but constant administrative privilege that runs alongside the warrant. Over time, the privilege would tend to consolidate property in livestock among the warrant-holding class, since unlicensed inhabitants face higher transaction costs in disposing of their stock and have a corresponding incentive either to obtain a warrant or to sell their animals on to a warrant-holder before slaughter. The law therefore operates as a quiet instrument of stratification, in addition to its declared purpose of suppressing theft.
13	13	To be then and their present; But always the Unlicenced persons, to have Two present as Witness of their action upon the penalty's aforesaid. And we do further Declare that the Informer or Prosecutor, shall have Over and above the half of the Beast Forfeited, and Clandestinely made away with as aforesaid, half the four fold being part of the penalty Inflicted on felons. Dated at the United Castle in James Valley this. 23.th day of November. 1709. Signd by Order of Governour and Councill Thomas Free Island St. Helena At a Consultation held on Tuesday the. 29.th day of November. 1709. At the United Castle in James Valley. Pres. Jn:o Roberts Esqr. Governour Thom:s Goodwin Dep.ty Governour Edw:d Mashborne. 3.d in Councell Will: Marsden. 4.th in Councell Daniel Griffith. 5.th in Councell. The Petition of John Alexander Late Clark of the Councill Island St. Helena To the Worshipfull Governour and Councill the most humble Petition of John Alexander humbly Sheweth That forasmuch as your Petitioner being Dismist the Hon:[ble] United Companys Service, for Grosely Affronting your Worships In two Letters, do Now make it my humble Request, that you would be pleased out of your goodness and Clemency to Restore your penittent Petitioner to his place and Sallary again,	Where unlicensed persons were involved, the witnesses were required to be present at the act itself, and two of them, on the penalties already provided. The informer or prosecutor was further entitled, over and above the half-share of the forfeited beast, to half of the fourfold restitution forming part of the penalty imposed on felons. Dated at the United Castle in James Valley, 23 November 1709. Signed by order of the Governor and council, Thomas Free. Island of St Helena. At a consultation held on Tuesday 29 November 1709, at the United Castle in James Valley. Present: John Roberts Esquire, Governor; Thomas Goodwin, Deputy Governor; Edward Mashborne, third in council; William Marsden, fourth in council; Daniel Griffith, fifth in council. The petition of John Alexander, late Clerk of the Council. To the Worshipful Governor and council, John Alexander humbly represented as follows. He had been dismissed from the service of the Honourable United Company for grossly affronting the council in two letters. He now made his humble request that, out of the council's goodness and clemency, he be restored to his place and salary. He was sincerely sorry for his offence and faithfully promised never again to offend

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		being from the Bottom of my heart Sorry for my Offence, promising faithfully for the future Not to Offend your Worship[s] in Like Nature, or any other whatsoeve[r,] and that your Petitioner Sollemnly Vows and offers to take his Oath on the Holy Bible that what he did write in those two Letters was Rashly done and without the Least thought of Turning or Laying any thing to your Worships Charge, and do Retract the same, and heartily Repent of my Folly, and I shall Never Enter any Writing in any Book without first Acquainting your Worships if you'le be So Kinde (as I hope you will) as to pass by and forgive my Said Offence; I have always had as melch [sic] Respect and Vallue for the Hon:[ble] Companys Service as any body, and that I have Endeavoured to gain their favours. **Margin Notes:** John Alexander late Clark of y:e Coun- cill Petition	the council in such a manner, or in any other manner whatsoever. He solemnly offered to take his oath on the Holy Bible that what he wrote in the two letters was done rashly, without any intention of bringing charges against the council, and that he retracted it and repented of his folly. He promised that he would never enter any writing in any book without first acquainting the council, if they would pardon his offence. He had always held the Honourable Company's service in as much respect and value as anyone, and had always sought to gain its favour. **Interpretations** The signature of Thomas Free as the authenticating clerk on the law of 23 November 1709 confirms that Free had taken over the formal clerical function from Alexander in the days immediately following the dismissal of 17 November 1709. The transfer of clerical authority occurred within six days of the dismissal and without any record of a fresh appointment in the consultation book. Free had been engaged on 19 July 1709 as a writer under Alexander, in a subordinate capacity. His emergence as the council's signing clerk indicates that the council elevated the existing assistant to the principal clerical role on the basis of his previous appointment, rather than instituting a new search. The transition preserved continuity in the Office while removing the discredited Clerk. The narrowing of the offence in Alexander's account is significant. The consultation of 17 November 1709 found him unfaithful, negligent, treacherous and unjust, with reference to the falsification of records, the unauthorised registration of conveyances, the destruction of bonds and the abandonment of his post. The petition reduces the offence to grossly affronting the council in two letters. The reduction transforms the matter from a substantive failure of duty into a discrete episode of disrespectful correspondence, on which a contrite apology can plausibly produce a restoration. The framing is a rhetorical move rather than a representation of the council's finding, and reflects the standard practice of petitioners to present the smallest possible version of their offence as the subject of their contrition. The undertaking that Alexander would never enter any writing in any book without first acquainting the council reverses the most contentious element of the case against him. The original offence consisted precisely in entering writings in the Register Book and other registers without the council's knowledge or consent. The promised reform would convert each clerical act into a notified one, with the council's awareness functioning as a procedural check on the Clerk's authority over the records. The proposed change is institutionally substantial, in that it would dismantle the unsupervised discretion that the Clerk's office previously carried, but it is offered in the form of a personal undertaking by a dismissed officer rather than as a structural reform. **Speculations** The reference to the two letters as the specific cause of dismissal points to documents not previously identified in the consultation record. The 17 November 1709 consultation made no reference to two letters as the formal trigger for the dismissal. The letters were probably the immediate provocation for Roberts's preparation of the charge during the September-to-November interval, and Alexander's account therefore identifies them as the proximate cause from his own perspective, although the council's resolution rested on the wider record of misconduct. The petition's narrowing of the cause to two letters suggests that Alexander was attempting to redefine the dismissal as a discrete personal quarrel between himself and the

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			Governor, rather than as a finding by the full council on the substantive failures of his office.
14	14	I humbly Submit my Self to your Worships and Councills Wise and Mature Consideration, begging at the Same time I may not be without an Employ, to get a Lively hood with true paines and honest Industry. November the. 17.th 1709. And as in duty bound shall for Ever &c[a] Jn:o Alexander Gentlemen because the Petitioner mentions two Letters that I was Affronted at, here they are, I Believe Its Needless to Enter the Compliments but here follows the Substance. If your Worships will please to Call to minde there's an Order of Councill Ever Since the. 2:d 9:ber. 1708. to buy. 8. head of Cattle from me for the Company which Cattle has been always ready and kept a pourpose (which Otherwise I might Dispose of to the Ships at. 30: pr. lb. the Currant Price then and for Some time Since) wherefore desire that Capt:n Mashborne would appoynt and Send me word what day he will Come to See them, and to agree if we Can, for I am very willing to pay my Old Arreare, but whither I must bear the Loss of almost Ten Shillings in Every hundred weight of Beefe by Computation, I Leave to your Worships Consideration the Cattle are good and very Likely for Life and goes in a place where Seldome any Comes to Casualtyes and Keeps themselves in pritty good plight the Year about, Whereas in other places they are not So, and Cattle that goes in the great Surrid is better worth. 10:s. in Every Beast then a greater Sum in another Range, I Submitt my Self with all humility to your goodness to allow me what price you please with with my humble Service to your Worships and y:e Rest of the good Company is all at present from United Castle this y:e 15.th 1709. Worships Sr United Castle. 15.th Novem:br. 1709. I Came down to the Castle Yesterday in the Evening and am very Sorry that I was not down Sooner, for that Mr. Free tells me your Worships was very Angry about Some thing wrong Enter'd in the fair Councill book I Cant Call to minde what it is, Neither Can I think that I Can be guilty of Omitting many Errors, Since all or most part of what I write is Dictated to me, and then Read in Councill, tho' perhaps in flurry of Business there may be Some, and as I Assure your Worship's not wittingly done on my Side, nor I Believe by None Else. Yet I presume to Say that Some times, and that Often, after a Second Examination, or View of any peece of Writing, or other thing it may be alterd, for the better, Wherefore begg for the future your Worships would be pleased to take the trouble of Reading Over and Correcting Errors in the foul Councill book before any Consultation is Coppyd Over fair, that there may be no Alteration afterwards. I Cant Enter any thing more till I know your Worships pleasure whether the Tryall about Robert Marsh, and Serj:t Perkins Must be Enter'd, or No, there's the Business about Mr. Gargen Looking after the Sugar Cane Plantations **Margin Notes:** Alexanders first Letter Ditto 2:d Letter	Alexander concluded the petition by submitting himself to the council's wise and mature consideration, and asking that he not be left without employment, so that he could earn a living through honest labour. He signed and dated the petition 17 November 1709. Roberts then said that, since the petitioner had referred to two letters as the cause of offence, he would lay the letters before the council. He passed over the formal compliments and read out the substance of each. The first letter ran as follows. The council might recall the order of 2 November 1708 to buy 8 head of cattle from Alexander for the Company's account. The cattle had been kept in readiness ever since, although Alexander might otherwise have sold them to passing ships at 3d per pound, the going price at the time and for some time afterwards. He asked that Mashborne appoint a day to come and view them, so that an agreement might be reached. He was willing to settle his old arrears against the price, but he asked the council to consider whether he should have to bear a loss of almost 10s in every hundredweight of beef on the calculation. The cattle were good and in good condition, kept in a part of the island where they were rarely lost to accident and remained in fair shape throughout the year. Cattle pastured in the great surrid were worth 10s more per beast than those grazed in other ranges. He submitted himself to the council's goodness as to the price they would allow, and offered his service to the council and the rest of the good company. Dated at the United Castle, 15 November 1709. The second letter, also dated 15 November 1709 at the United Castle, ran as follows. Alexander had come down to the castle the previous evening, and was sorry he had not come sooner. Mr Free had told him that the council was very angry about something wrongly entered in the fair council book. He could not call to mind what it was, and could not believe that he was guilty of any considerable errors, since most of what he wrote was dictated to him and then read out in council. He admitted that, in the press of business, some errors might occur, but he was sure that none on his side were intentional, and he believed the same to be true of others. He observed that, on a second examination or review, any piece of writing might be altered for the better. He asked the council, for the future, to take the trouble of reading over and correcting any errors in the foul council book before the consultation was copied fair, so that no alterations would be needed afterwards. He could not enter anything further until he knew the council's pleasure on two outstanding matters: the trial concerning Robert Marsh and Serjeant Perkins, and the business of Gargen looking after the sugar cane plantations. **Interpretations** The cattle proposal in the first letter operates on an offsetting structure. Alexander owed the Company arrears from earlier transactions, and the Company owed Alexander the value of eight head of cattle ordered under the resolution of 2 November 1708. By proposing that the cattle be supplied now, at a negotiated price, Alexander offered to settle his arrears by set-off against the value of the cattle rather than by cash payment. The mechanism would have been advantageous to him if the council allowed him a high price for the cattle, since the arrears would be cleared at the cattle's expense rather than from his current resources. The grievance about the loss of 10s per hundredweight relative to the alternative ship sale exposes the proposal's commercial logic: Alexander was

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			asking the council to compensate him for the difference between what he could have realised on the open market and what the Company was prepared to pay. The current price of 3d per pound of beef, cited as the going rate to the ships at the time of the original order, provides a baseline against which the loss of 10s per hundredweight can be measured. At 3d per pound, a hundredweight of 112 pounds was worth 28s. A loss of 10s on that hundredweight represented a discount of more than a third on the prevailing market price, which explains the strength of Alexander's complaint. The figures show that the Company's purchasing power was substantial relative to the open market, and that the price differential between the Company's account and ship sales was a recognised cost of supplying the establishment. The second letter constructs a different defensive position. Alexander disclaimed personal responsibility for the errors complained of, on the ground that he wrote from dictation, with the entries read out in council before signature. He pre-emptively requested a future procedure under which the foul council book would be reviewed and corrected before the fair copy was made, so that no later alterations would be necessary. The proposal addresses, in advance, the specific charge that he had altered consultations after signature. By proposing that all corrections be made before signature, Alexander suggested a procedural reform that would make his own alleged offence impossible in the future. The letter therefore both denied the past offence and offered a procedural undertaking that would prevent its repetition. **Speculations** The deliberately humble tone of both letters, with their professions of service and offers of submission, contrasts with the council's characterisation of them as gross affronts. Read on their own terms, the letters appear to be straightforward administrative communications about commercial and procedural matters. The council's reaction must therefore have been to elements not preserved in the substance read out by Roberts. Roberts said he had passed over the formal compliments. The compliments, or their absence, were probably the source of the offence, in the period's understanding of correct deference to superior authority. The letters as read out preserved the substantive content while removing the rhetorical conduct on which the formal charge of affront depended.
15	15	Plantations, how that he is Appointed, and to be treated with, but no Resolve or Conclusion, of the agreement; Also the Agreement between Slaughter and th[e] Executors of Richard Harding about the Childrens Estate all partys Concern'd have not yet Seen it, to Approve or Disapprove the Same, So presume that may be Left Out, and Entred another time Least Some Mistake may be in it, however I Should be glad to have Every thing in Its true Shape and place, to prevent Controver- sies, or Disputes, I Mean between the partys aforesaid. Gentlemen here's the Answer I Sent to this Letter, the former I Answer'd by word of Mouth. Mr. Alexander I Cant but take Notice of what you write about Entring the Consultations. You dont think you made many Errors its all Dictated to you, you desire me to peruse them before they are Entred, you Cant Enter Marshe[s] and Perkins tryall, and as for Gorgens Looking after the Sugar Canes, there's Neither Resolution, nor Conclusion, Slaughters agreement with the Executors about Hardlings [sic] Children Neither approved nor Disapproved by all partys and So it Seems that things lyes at Sixes and Sevens, and I Know other things Entred, and Not approved of by me, or the	Alexander continued in the second letter. Gargen had been appointed to oversee the sugar plantations and was to be treated with on terms, but no resolution or conclusion had been reached on the agreement. The agreement between Slaughter and the executors of Richard Harding about the children's estate had not yet been seen by all the parties concerned, and accordingly remained unapproved by them. He proposed that it be left out for the present and entered another time, so that any mistake in it might be avoided. He would prefer everything to be in its true shape and place, so as to prevent controversies or disputes between the parties. Roberts then read out the answer he had sent to Alexander's second letter. The first letter, he said, he had answered by word of mouth. Roberts began the answer by addressing Alexander's complaints about entering the consultations. Alexander did not think he had made many errors, on the ground that everything was dictated to him; he asked the Governor to look over the entries before they went into the book; he could not enter the trial of Robert Marsh and Serjeant Perkins; the Gargen business about the sugar canes had, in his account, no

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		Councill. However Seeing So much Neglect I thought it was your Faullt, and not mine, but I See you are turning the point upon me, I must Confess I little Expected to be So treated by you, after So much favour and Indul[-] ging your Staying in the Countrey from time to time. Now I Answer, you Never did Enter any Consultation as I know of Since I have been here, but I always did peruse them, Except this Time, and that has Occasioned that Long preamble about the Overseers of the high wayes as the it was not Sufficient to guide Our Selves by, those Rules the Hono[ble] Company has Set us, but we must trouble them with Jack a Noaks, and Tom a Styles Overseers of the high ways. As you dont Love to be Dictated So I dont Love your Long Storys and that makes me take So much trouble upon me, as for tryalls, I order'd a book a pourpose for them, I dont know how you came to forget it, As to Gar[-] gens Contract about the Sugar Plantacons there's both Resolution and Conclu- sion if there was but as much in you to bring the books up to it. As for Slaughter and the Executors of Hardings Children if the partys are agreed, or not agreed, its your Business to Enquire Clarks Used to get Moneys by drawing Such Matters up. Your mighty Care to prevent Controversies, or Disputes, and to draw Every thing In its true Shape. To any One that did not know they would Believe you did Nothing Else but write; But to me Its Such a Jest, that till I See you take more pains, I shall Never Believe you are in Earnest, and I must be very plain with you, I for the future Expect you Should take pains, for I Cant See any Man Eat my Masters Bread, and take their Money, and Render them no Service for it. And **Margin Notes:** Gov:r Roberts his Answer to Alex anders Letter	resolution or conclusion; and the Slaughter agreement with the executors over Harding's children had been neither approved nor disapproved by all the parties. The matters, Roberts observed, were lying in disorder, and other entries had been made which he and the council had not approved. Seeing such neglect, Roberts had at first taken it for Alexander's fault rather than his own, but he now saw that Alexander was turning the point on him. He had not expected to be treated in this way, given the indulgence he had extended to Alexander's long absences in the country. On the substance of the complaints, Roberts answered as follows. Alexander had not, so far as Roberts could recall, entered any consultation since Roberts arrived on the island without Roberts perusing it, except on this occasion. The omission had been the cause of the long preamble about the overseers of the highways, as if the rules established by the Honourable Company were insufficient to guide them, and the Company had to be troubled with the names of obscure local overseers, Jack a Noaks and Tom a Styles. Just as Alexander did not like being dictated to, Roberts did not like his long-winded narratives, and that was why Roberts had taken so much of the burden on himself. As for the trials, Roberts had ordered a separate book to be kept for them, and could not see how Alexander could have forgotten it. As for the Gargen contract on the sugar plantation, both the resolution and the conclusion existed; what was lacking was Alexander's effort to bring the books up to date with them. As for the Slaughter case with the executors of Harding's children, it was Alexander's business as Clerk to enquire whether the parties were agreed or not. Clerks were accustomed to make their money by drawing up such matters. Alexander's expression of concern to prevent controversies or disputes, and to set every entry down in its true shape, would persuade anyone who did not know him that he did nothing but write. To Roberts it was such a joke that, until he saw Alexander put in more effort, he would never believe it was meant in earnest. Roberts said he must be plain with him: in future he expected Alexander to take pains, since he could not see any man eat his masters' bread and take their money while rendering them no service in return. **Interpretations** The Slaughter case concerning the executors of Richard Harding's children was a matter of administering the estate of a deceased father on behalf of minor heirs. Slaughter, identifiable from the existing master reference as William Slaughter, an inhabitant on the highway roll of 30 August 1709, had reached an agreement with the executors that required the assent of all parties before it could be entered as a binding consultation. Alexander's complaint that not all parties had seen the agreement points to the procedural requirement that estate settlements be confirmed by every interested party before they acquired the status of council orders. The mechanism gave each party a veto in the recording stage, but depended on the Clerk to circulate the document and obtain the assents. The reference to the long preamble about the overseers of the highways identifies a specific recent entry, made without Roberts's perusal, as a representative example of Alexander's inflation of routine business. The highway warrant of 30 August 1709 had appointed Robert Marsh and Walter Morris as surveyors of the highways for 1709, with the full annexed list of households. Alexander had evidently added a substantial preamble to the entry that Roberts considered both unnecessary and presumptuous, since it

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			implied that the Company's existing rules were inadequate. The episode shows the Clerk using the consultation book to elaborate routine entries with material of his own composition, beyond what the council had directed. The separation of trials into a separate book, ordered by Roberts at some earlier point, formalised the distinction between policy matters and routine judicial business that had appeared in earlier consultations. The 20 September 1709 consultation noted that several trivial causes had been entered in another book kept for that purpose rather than in the consultation book. Roberts's reminder to Alexander shows that the separation had been formally directed and that Alexander's complaint about not knowing where to enter the Marsh and Perkins trial reflected a forgetting, or a feigned forgetting, of the existing instruction. The institutional structure of the council's records had therefore been deliberately reorganised into separate volumes for separate categories of business, with the consultation book reserved for matters of substance. **Speculations** The cumulative effect of the read-out documents is to expose Alexander's defence as a performance rather than a substantive answer. The petition presents Alexander as contrite and submissive; the letters present him as procedurally combative, commercially aggressive, and prepared to shift the responsibility for his clerical failures onto the Governor. The disjunction between the two registers, both in Alexander's own hand within twelve days, illustrates the rhetorical character of his contrition. The council was being invited to forgive an offence whose seriousness was being demonstrated in the very session at which forgiveness was being sought.
16	16	And why You did not Come down Yesterday Morning before I Came Into the Countrey, I Cant tell, Unless you would have me Stay, and wait on you, I did not Budge from the Castle till between two and three in the Afternoon. I shall Say no more at this time, only Let you know till things are mended you will meete with no Friend of Jn:o Roberts Plant:n 9:ber. 15.th 1709. Setting aside all Fine Compliments here is his Answer. I Shall for the future Enter all tryalls in a book for that purpose, Its my forget- fulness it was not dont [sic] before. I Acknowledge your Worships favour has Never been wanting and that you have Eased me of a Aboundance of trouble in Writing, whereas formerly I had my Heart and Hands full too, for which and Other Reasons my Hon:[b]l[e] Masters allowed me an Additionall Sallary, and preferr'd the post and place of Ensign on me, with other Encouragements, for which I have already Retur[n]d them my humble thanks. Its not good Manners in me to Dispute any thing with my Governour nor to Answer word for word, but must begg Leave to Say that if any body Else had told me as your Worship has, I should have made bold to Write my Defence, more then I would do Now, or at any other time to my Superi[o]r. I thought your Worship had gone up by. 8. or. 9. in the Morning Else had not Neglected So long, I shall forbear Entring Perkins, and Marshes tryall and go forward with that of Gargens, and So I would with Slaughters, and the Executors were I sure 'tis according to Every bodys mind that all Business may be ready against Shipping Departs this Island, that I may be no more Blamd Now then Ever I was yet, for Neglecting my Business, and hope always to have your Worships good word of my Behaviour and Deportment to them, when you please to give it, and that you'l y:et Reckon United Castle 9:ber. 15.th 1709. Worship Sr Yo:r most humble Obed:t & Pen:t Servant Jn:o Alexander Passing by all Compliments here's another Letter.	Roberts continued the answer to Alexander. He did not know why Alexander had not come down on the previous morning before he himself went into the country, unless Alexander expected the Governor to wait on him. Roberts had not left the castle until between two and three in the afternoon. He would say no more for the present, except to let Alexander know that until matters were mended, he would find no friend in Roberts. Dated at the Plantation, 15 November 1709. Setting aside the formal compliments, Roberts then read out Alexander's reply to the answer. Alexander would, for the future, enter all trials in a book kept for that purpose. The earlier omission was due to his own forgetfulness. He acknowledged that Roberts's favour had never been wanting, and that the Governor had relieved him of a great deal of writing. Formerly his hands and heart had both been full. For that and other reasons, the Honourable Masters had granted him an additional salary, and had preferred him to the post of Ensign, with other encouragements, for which he had returned his humble thanks. He said it was not good manners in him to dispute anything with his Governor or to answer word for word. He asked leave only to say that, had anyone other than Roberts spoken to him in such terms, he would have ventured a fuller defence than he proposed to attempt now or at any other time against a superior. He had thought Roberts had gone up to the country by 8 or 9 in the morning, or he would not have neglected the matter so long. He would refrain from entering the trial of Perkins and Marsh, and would proceed with the Gargen agreement, and likewise with the Slaughter case and the executors, once he was sure the latter was settled to the satisfaction of all parties. The intention was that all business should be ready against the departure of the shipping, so that he would not be blamed for neglect any more than before. He hoped to continue to have Roberts's good word for his behaviour

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		I am Sorry after So many Years Service, and good Carracter Received from the Government here, and the Arrangement Ordered from my Worthy good Masters, (who Say they will not have me Removed) Should at Last be Dismist, or Suspended and Turnd out Like a Vagabond, in a Manner, and if So I know very well it will be Roast Meat for Some, and Other Some to Laugh in their Sleeves at my Misfortune. I hope your Worship will be So kinde and favourable as to pass by this my One Offence, and clos begg you would, Unless you are minded to Ruin a good Man and his Family, Consisting of. 13. persons Certain, if I know better how to Express my Self it should not be wanting Neither is my Life and Fortune, to do Em any thing for the good and Intrest of my Hon:ble Masters and your Worship, and Shall to my utmost Endeavour Hazard all I have for the Safety of the Island, and begg Leave to Subscribe my Self November y:e 16.th 1709. yo:r Worp:s most humble & Obed:t Servant Jn:o Alexander **Margin Notes:** Alexanders 1:[st] Answer to y:e Govern:rs Letter Ditto another Letter of Alexanders [...] mistakes of y:e Clark in Coppying this Letter [...]	and conduct toward the Honourable Masters when the Governor saw fit to give it. Signed at the United Castle, 15 November 1709. John Alexander. Roberts then read out a further letter from Alexander, passing over the compliments at its head. After many years of service, and the good character he had received from the local government and from the arrangements ordered by his worthy good masters, who had said they would not have him removed, Alexander was sorry to find himself at last dismissed or suspended and turned out, as he put it, like a vagabond. If that was to be the outcome, he was well aware that it would be roast meat for some and an occasion of secret laughter to others at his misfortune. He hoped Roberts would be kind and favourable enough to pass by this single offence. He earnestly begged him to do so, unless he was determined to ruin a good man and his family, consisting of 13 persons in all. If he had a better way of expressing himself, he would use it. Neither his life nor his fortune would be wanting in any service to the Honourable Masters or to Roberts, and he would hazard everything he had for the safety of the island. Signed 16 November 1709. John Alexander. **Interpretations** Alexander's reference to the post of Ensign identifies a specific institutional advancement granted to him in the course of his service. The post of Ensign was a junior commissioned rank in the garrison, carrying a small additional salary, the entitlement to bear arms as a matter of rank rather than warrant, and a place on the formal military establishment of the island. Its grant by the Honourable Masters, in addition to his clerical salary, indicates that Alexander had previously enjoyed the favour of the proprietors in London to a degree that distinguished him from ordinary servants of the Company. His invocation of the appointment in the present letter operates as an appeal to the standing he previously held, against the local resolution that had stripped him of his clerical post. The argument from years of service and good character draws on a recognised convention in early modern English supplication, by which a long-serving subordinate could plead his accumulated record as a counterweight to a present offence. The convention assumed that an employer would value continuity in a household or establishment and would treat dismissal as a graver step than reprimand. Alexander's letter invoked the convention explicitly, and added to it the claim that the proprietors had directly stated that they would not have him removed. The claim, if true, would have raised a jurisdictional question about whether the local council had the authority to dismiss a servant whose continued employment had been guaranteed by the proprietors themselves. The figure of 13 persons in the family carries weight as an institutional fact in the supplication. Family size was a recognised consideration in petitions for relief, since the consequences of dismissal extended beyond the petitioner himself to dependants whose support was tied to his salary. The figure includes Alexander's immediate household, probably his wife and children, together with servants, apprentices and slaves attached to the household. On St Helena, where the total population was small and every household was a unit of administrative and economic concern to the council, the destitution of 13 persons through a single dismissal was a substantive matter of public welfare as well as private hardship. **Speculations** The choice to invoke the family of 13 persons rather than the substance of the case is itself diagnostic. A petitioner with a strong defence on the merits would normally lead with the defence; one who relied on

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			family hardship was signalling, by his choice of argument, that the merits were not available to him. The letter therefore tacitly conceded the council's findings and asked instead for clemency on grounds external to the case itself. The form indicates that Alexander, having seen Roberts's answer to his second letter, recognised that the procedural defences would not succeed and shifted to the appeal for mercy that he calculated had the best prospect of moving the council.
17	17	I think a Man Need not Observe upon those Letters, for they Speak themselv[es] however I Shall put you in minde of the first about Cattle, when that Order was made for buying of Cattle their was One order before that, which Says that whomso- ever payes m:e 20: into the Store, they Should have. 5. out for Necessaryes, and the Other 5. to be Stopt towards the payment of their Old Debts, and So pro rata for a Greater or Lesser Sum, Now Alexander was building of a New house, and then Stood Indebted in our Store Books 70: 5: 4¼. but he not Regarding that order went to the Storekeeper to Demand Severall things, alledging that it did not Reach the Companys Servants, yet the Storekeeper would let him have Nothing, he huff'd them, and So I[m]mediately Came to me, before I had Spoak with the Storekeeper, and Fawningly tells me what Cattle he had to Sell, and withall that the half would Amount to much more Money then he had Occasion for goods out of the Store, and gave me a List of what things he wanted, and upon his promise I Sent my Noate to the Storekeeper to let him have them, which Amounted to the Sum of 19: 13: 5. Afterwards he offer'd those. 8. head of Cattle in Councill only for a Flourish, without any design of paying his Debts, as appears by this following Parrograph of his Letter (when he was building this house) to me; I hear that there is no more Nayles to be Served out, if So I dont know what I Shall do, for I Shall want about. 5. or. 6. Thousand, and a few Locks, Hinges &c. which hear Say is also Not to be Served out, till your Worships hous[e] is Finnisht, but this may be False Story, as well as Severall Others, that flyes from One to Another in the Countreys. Finding my Constitution to Require a Little Dram Now and then, to Comfort my Spirits when weak and Low, do Importune your Worships to order that I may have One Gallon and One pound Candy, tho' I am Ashamed to trouble your Worships So often, but I hope you wont take it Ill Since 'tis my Misfortune at present to be (under the Lash of the Law to which I willingly Submit) 'tis very hard that Since I have nigh. 500: Due to me from the Island, that I Cant get One farthing paid, but must Trouble my Creditors Ere long, to put my Self in a better posture, of having what I want, without Grumbling, of any Den[i]gall, I am Sure there's not many upon this Island, has paid the Company more than my Self at One time and have taken as much Care to pay my Debts, when Once I get Clear the Store books He Sleep Even, if possible I Can, and then Shan't Vallue the frowns and Repulses of Some, but dont Impute Nothing of this to your Worships it being fant from m[e] to thinke Otherwise then that I am well Assured you'l do any thing for me, as lies within your Reach, which in great Measure have found already, and am with all humility Febrwary y:e 28.th 1709. Yo:r Worsh:ps most humble & faithfull Servant Jn:o Alexander This is. 4 Months after the Offering of his Cattle, and thus he has Encreasd his Debt from time to time, that at present he Stands in the Store book In- debted 88: 17: 0¾. and the Order that I gave Capt:n Mashborne (among the Rest) not to buy his Cattle is in force to this day, for to Say that we Sold or Bought Beefe at. 30. a hundred is Notorious[ly] false, and Never any Such	Roberts said there was little need to observe further on the letters, since they spoke for themselves. He would, however, remind the council of the substance of the first letter, on the cattle. When the order for buying cattle was made, there was already a standing order in force on debts to the Company. The earlier order provided that whoever paid £20 0s 0d into the store should be allowed £5 0s 0d out in necessities, while the remaining £15 0s 0d was retained against payment of old debts, and so in proportion for any larger or smaller sum. At the time of the cattle order, Alexander was building a new house, and stood indebted in the store books in the sum of £70 5s 4¼d. Without regard to the standing order, Alexander went to the storekeeper and demanded several items, asserting that the rule did not apply to the Company's servants. The storekeeper refused him. Alexander remonstrated with him, then came immediately to Roberts, before Roberts had spoken with the storekeeper. He told Roberts fawningly what cattle he had to sell, adding that the half of their value would amount to more than he needed for the goods at the store, and gave Roberts a list of the items he wanted. On Alexander's promise to deliver the cattle, Roberts sent his note to the storekeeper, and Alexander was supplied to the value of £19 13s 5d. Alexander afterwards offered the eight head of cattle in council as a flourish, with no real intention of clearing his debts. The point was demonstrated by a passage from a subsequent letter he sent to Roberts during the construction of the new house. Roberts then read out the relevant passage. Alexander wrote that he had heard there were to be no more nails issued. If that were true, he did not know what he should do, since he needed about 5,000 or 6,000 nails, together with a few locks, hinges and similar items, which he had also heard were not to be issued until the Governor's house was finished. He hoped the report might prove false, like many others that passed from person to person in the country. He went on to say that his constitution required a little dram now and then, to comfort his spirits when weak and low. He therefore importuned the council to order him a gallon and a pound of sugar candy. He was ashamed to trouble the council so often, but hoped the request would not be taken amiss, given his present misfortune of being under the lash of the law, to which he willingly submitted. It was hard, he wrote, that having close to £500 0s 0d due to him on the island, he could not obtain a single farthing in payment, and would shortly have to trouble his creditors so that he might place himself in a better position to obtain what he needed without grumbling or denial. He observed that few on the island had paid the Company more than himself at one time, and that he had been careful to clear his debts. Once he was clear in the store books, he would settle his accounts evenly, if he could, and would then no longer value the frowns and rebuffs of certain persons. He did not impute any of this to the Governor. He was assured that Roberts would do anything for him that lay within his power, as he had already found to be the case. Dated 28 February 1709. Signed, John Alexander.

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		thing was done Some time before I Came here, nor Since. **Margin Notes:** Ditto continued Divers Articles & Compl:ts Exhibited again[st] y:e Said John Alexander by y:e Govr.	Roberts then resumed his observations. The letter just read was written four months after the offer of the cattle. In that interval, Alexander had increased his debt at the store from time to time. He now stood indebted in the store books in the sum of £88 17s 0¾d. The order Roberts had given Mashborne, among others, not to purchase Alexander's cattle, remained in force to the present day. Alexander's assertion that the council sold or bought beef at 3d per pound was demonstrably untrue. No such transaction had taken place, either before Roberts arrived on the island or since. **Interpretations** The 20-for-5 standing order on payments into the store operated as a debt-recovery scheme by which servants and inhabitants of the island were restricted in the proportion of any payment they could draw back out in goods. The rule applied a fixed ratio: a quarter of any sum paid in could be drawn out immediately for necessities, while the remaining three-quarters was retained against accumulated debt. The mechanism gave the council a continuous instrument for reducing the standing debts on the store account, and converted every transaction with the store into a partial repayment. The institutional purpose was to prevent indebted servants from clearing their debts only enough to acquire fresh stores, while accumulating new debt in parallel. The arrangement Roberts then made with Alexander, by which the £19 13s 5d in goods was advanced against the future delivery of cattle, operated as a one-off bypass of the standing order. The mechanism allowed Alexander to acquire the goods he wanted without paying cash and without being subject to the three-quarter retention against debt. The Governor's note to the storekeeper authorised the transaction on Alexander's personal undertaking to deliver the cattle. The arrangement therefore depended entirely on Alexander's good faith, and exposed Roberts personally to the consequence of any default. Roberts's denial that beef had been sold or bought at 3d per pound, either before he arrived or since, refutes the central premise of Alexander's cattle proposal. Alexander's first letter had relied on the 3d per pound figure as the going market rate, against which the Company's purchase price represented a loss of nearly 10s per hundredweight. Roberts's denial removes the foundation of the comparison and indicates that Alexander had cited a market price that did not in fact obtain. The institutional implication is that the storekeeper's accounts, which would have recorded any such transactions, would confirm Roberts's position, and that Alexander's commercial claim was advanced in the expectation that the records would not be checked. **Speculations** The pattern of advances against undelivered cattle, repeated over a four-month period from the original order to the February letter, indicates that Alexander had developed a routine method of using cattle promises as a substitute for cash payment. The eight head of cattle promised in November 1708 had not been delivered by February 1709, by which time the store debt had risen further, and remained undelivered in November 1709, by which time the debt stood at £88 17s 0¾d. The cattle functioned as a perpetual security against which fresh advances could be obtained, without ever being settled by actual delivery. The mechanism resembled the early modern practice of pledging future deliveries that the pledgor had no immediate intention of making.
18	18	As to the. 2:d Letter their he Assumes to himself the Manage- ment of all Our Affairs, and is So very hard put to it, to bring things up to Right, that the	Roberts turned to the second letter. In it, Alexander represented himself as the principal manager of all the council's affairs. He was so hard pressed to

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		Governour and Councill Seems to be a plague to him by leaving Consultations, without Resolutions, or Conclusions, when the poor Man is at the Labouring Oar, and dos all that Ever lies to put things in their true Shape that their may be No Controversies, or Disputes. Now these. 2 parragraphs Sent home In a private Letter, to our Hon:[ble] Masters, with what has bin writt already in his Behalf in our publick Letters, No Doubt but it would have procured him more Encouragements, It would have Cleered him of his Debt, and the faullt of that must have layn upon the Governour, and the other would have Cleered him of his Neglect, and what Ever faults there was would have been upon the Governour and Councill which Looks as tho' our Masters Should give us the Councill near Five hundred a Year, to do Nothing but put their affairs in Confusion. As to his. 3:d Letter their he Implyes that Might Over Comes Right, and if it had not been to me he would have Vindicated it, tho' he Acknowledges I have Eased him of Some trouble in Writing, yet it Ends with Reflection upon the former Government. In the. 4:th Letter he gives us a hint that his worthy good Masters will not have him Removed, See part of the. 37. Parragraph by the Fleet Friget, It Seems to me to Implye quite another thing, as that they would not have him Removed higher but I hope that Unfaithfull and Negligent Servants may and Ought to be Removed at any time, Its the Hon:[ble] United Companys Orders by their Letter Dated y:e 7.th February. 1702. by the Shipp Anna in the. 16.th parragraph. The Petitioner in his Crafty way of writing is farr from the Mark, for these two Letters they are not Charged upon him, he is Dismist for Clandestinely and fradeulently Entring and Registring of Lands, and Signing of Leases, and burning of Severall papers, Interlining and Razing of Consultations, and perverting the true sense and Meaning, and for his Neglect of Duty though Often admonisht. How Slightingly Soever he Speaks of those papers in his petition they are of great Consequence. As for the winding up of his Petition where he Says he Shall for Ever Etcetra. I dont know what he Means by it, that he Shall for Ever and So forth; I think the Petitioner may be Answer'd that he is Dismist of the Hon:[ble] Companyes Service, and for all that we know of the matter he may be at for Ever and So forth. Which was agreed to. And as we know he is of a Knavish Turbulent, Restless Spirit, It is fitt to put him in minde of the Governeurs Speech to the People the. 7.th of October. 1708. Especially One Parragraph which Runs thus. Gentlemen I am very Jealous of my Masters Honor, and It is not in my power to Receive any Affronts If I would, for as I, and these Gentlemen of the Councill Represent them, So no Affront Can be put upon me, but must Immediately **Margin Notes:** Answers to his Letters and more Articles against him are of great Consequence.	keep matters in order, on his account of them, that the Governor and council appeared to be a hindrance to him, leaving consultations without resolutions or conclusions while the poor man laboured at the oar to put everything into its proper shape and prevent controversies or disputes. If those two paragraphs were sent home in a private letter to the Honourable Masters, alongside what had already been written on Alexander's behalf in the public letters, they would no doubt have procured him further encouragements. They would have cleared him of his debt, with the blame for it falling on the Governor; and cleared him of his neglect, with whatever faults remained transferred to the Governor and council. The effect would be to suggest that the Masters were paying close to £500 0s 0d a year to the council solely to put their affairs into confusion. As to the third letter, Alexander there implied that might had overcome right, and that, had he been addressing anyone other than Roberts, he would have asserted his case more vigorously. While he acknowledged that the Governor had relieved him of some trouble in writing, the letter ended with a reflection on the former government. In the fourth letter, Alexander suggested that his worthy good Masters would not have him removed. Roberts referred the council to part of paragraph 37 of the proprietors' letter sent by the Fleet frigate. To his reading, the wording implied something quite different, namely that the proprietors would not have Alexander removed to a higher post. Unfaithful and negligent servants might and should be removed at any time. That principle was confirmed by the Honourable United Company's orders in their letter of 7 February 1703, sent by the Anna, in paragraph 16. The petitioner, in his crafty manner of writing, missed the mark entirely. The two letters were not the charge against him. He was dismissed for clandestinely and fraudulently entering and registering lands, signing leases, burning several papers, interlining and erasing consultations, perverting their true sense and meaning, and for neglect of duty after frequent admonition. However slightingly he spoke of those papers in his petition, they were of great consequence. As for the close of the petition, where Alexander wrote that he would remain a faithful servant "for ever" and so forth, Roberts said he did not know what was meant by it. The petitioner might be answered that he was dismissed from the Honourable Company's service, and, for all the council knew, he might be at "for ever and so forth" for the rest of his days. The council agreed to that answer. Knowing him to be of a dishonest, turbulent and restless disposition, the council thought it fitting to remind him of the Governor's speech to the people of 7 October 1708, and in particular of one paragraph. The relevant passage was as follows: Roberts had told the people that he was jealous of his Masters' honour. It was not in his power to accept any affront, even had he wished to do so. As he and the council represented the Masters, so no affront could be offered to him personally without **Interpretations** The argument that Alexander's two paragraphs, if sent to the Honourable Masters in a private letter, would have procured him fresh encouragements, identifies the documentary mechanism by which a clerk could manipulate the relationship between the island and London. Private letters from individual servants on the island reached the proprietors through the same shipping that carried the council's public correspondence. A clerk who controlled the wording of the public letters, and who supplemented them with private complaints in his own favour, could create a

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			London-side perception of his usefulness that was inconsistent with the local reality. The institutional weakness exposed by the argument is that the proprietors could not distinguish between coordinated council reports and self-serving private supplications, except by their internal consistency or by independent evidence. The proprietors' letter of 7 February 1703 by the Anna, paragraph 16, provides the documentary authority for the dismissal of unfaithful or negligent servants. The reference identifies a specific instrument of authority that supersedes Alexander's claim of protection from removal. The institutional structure of the council's authority over its servants therefore rested on a series of dated paragraphs in the proprietors' general letters, each of which carried operative force as a standing direction. The council's resolution of dismissal on 17 November 1709 derived its formal legitimacy from the 1703 instruction, and Roberts's invocation of the paragraph identifies the chain of authority by which a local resolution acquired proprietary sanction. The seven heads of charge identified by Roberts in summary form the council's full case against Alexander. They are: clandestine entry and registration of lands; fraudulent signing of leases; burning of papers; interlining of consultations; erasing of consultations; perversion of their sense and meaning; and neglect of duty after admonition. The list is graduated in severity, from the procedural offence of unauthorised registration to the substantive offence of falsifying the council's records, and concludes with the conduct-based offence of persistent neglect. The structure of the summary is designed to demonstrate that the dismissal rested on a multiplicity of grounds, no one of which was the offence Alexander identified in his petition. **Speculations** Roberts's reading of the proprietors' paragraph 37 of the Fleet frigate letter, by which he construed the proprietors' direction not to have Alexander removed as meaning not to have him removed to a higher post, illustrates a deliberate rebuttal of Alexander's strongest argument. The construction inverts the natural reading of the protective language and converts what Alexander deployed as a defence against dismissal into a constraint against his promotion. The interpretation is contestable on the face of the text, but its effect is to neutralise the strongest single argument in Alexander's petition. Roberts had probably consulted the proprietors' letter before the consultation and prepared his counter-reading in advance, since the interpretation requires a deliberate inversion of the apparent sense.
19	19	Immediately fall upon the Lords Proprietors, No Man Shall Come to me with a Civill Question, but Shall Receive a Civill Answer, and I would have you Assure your Selves, that Suddden Affronts, Shall Receive Sudden punishment. We have Reason to Believe that the Said Alexander taking the Advantage of the Latter part of the. 27. Parragraph by the Panther, has Incited his Brother a Turbulent fellow Like himself, to Run up and down the Countrey, Crying he must go off with his Family, for they Should be all Ruin'd, and that this Government would Ruin them all. And his Chiefest Reason is, the Government wont Let him have a Lease, and he knows very well that if his Crafty Brother has made him a Lease, that it wont Stand good, but thus we are Bugg Bear'd with them, if we fall them to an	Roberts continued by reading the conclusion of the relevant passage from his speech of 7 October 1708. Any affront to him would immediately fall upon the Lords Proprietors. No man would come to him with a civil question and fail to receive a civil answer. He had wished the people to be assured that sudden affronts would receive sudden punishment. There was good reason to believe that Alexander, taking advantage of the latter part of paragraph 27 of the proprietors' letter sent by the Panther, had incited his brother, a turbulent fellow much like himself, to go up and down the country, complaining that he must leave the island with his family because they would all be ruined, and that the present government would ruin them all. The chief ground for the brother's complaint was that the government would not grant him a lease. The brother knew perfectly well that any lease his crafty brother had drawn up for him would not stand. The pattern was that the council was bullied with such complaints whenever it called the brothers to account

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		Account, for their Villanies, taking the foresaid Parragraph in a Wrong Sence to Scare us, when God knows it will be a hard Matter for us to Drive Such Knaves of[f]. Whereupon he was Calld in and his Accusation was Read Over again he made no Defence but Seem'd Sorry and Importun'd the Governour very much, to forgive him, and by No Means to have the same Sent home. The Storekeeper brought his Account of the Sale of goods from the. 25.th of October. 1709. to the. 25.th November following Amounting to as followeth. An Account of Goods Sold and Delivered the Inhabitants from October the. 25.th 1709. Exclusive to November y:e 25.th following Inclusive vizt. Nailes Vizt. £: s: d 5½ of 3. at. 9 ¼ - - - - - - - - - - 0: 1: 5¼ 52¼. 4. at. 10½ - - - - - - - - - - 0: 12: 0 92. 6 - 9 - - - - - - - - - - 0: 7: 1¼ 115. 10 - 7½ - - - - - - - - - - 0: 7: 2¼ 7 - 20 - 7 - - - - - - - - - - 0: 4: 1 1 - 30 - - - - - - - - - - - - - 0: 0: 16 5: 12: 1 Haberdashery Ware to y:e am:t [a]m[oun]t of [...] 6: 14: 8¼ Iron Mongers Ware - - - - - - - - 2: -: 9 Shoes - - - - - - - - - - - 6: 17: 6 Tin Ware - - - - - - - - - - - 16: 8½ Stationary Ware - - - - - - - - - 1: 15: 1 Brassiers Ware - - - - - - - - - - 3: 8 Hosiers Ware - - - - - - - - - - 5: 11½ Hatts - - - - - - - - - - - - - 3: 9 Pewterers Ware - - - - - - - - - 9: 2 Woolen Goods - - - - - - - - - - 21: 9: 11½ Lace - - - - - - - - - - - 2: 11 Cutlary Ware - - - - - - - - - - 4: 7: 11½ Tobaco pipes - - - - - - - - - - - 13: 8: - Tabacco 134¾ Flower - - - - - - - - 5: -: ½ Provisions - - - - - - - - - - - 5: 3 Salt 7/8 Bushels - - - - - - - - - 14: - Read Coates - - - - - - - - - - 3: 2: 9¼ Indian Silk 25¾ Or:s at. 2: 6 - - - 1: 5: 8 Arrack Bat:a 56 Gall: at 6 - - - 1: 13: 6 44¾ - - 6 - - - - 2: 7: 6 44½ Old Goa at 6 - - - 1: 1: 3 44 - - - - 5 - - - 1: 1: 3 5: 12: 3 [...] Carried Over 73: 12: 8 Brought **Margin Notes:** Store keepers monthly Acco:t of Goods Sold and Deliverd out of the Hon:ble Companys Stores	for their misconduct. Paragraph 27 was being used in a misleading sense to intimidate the council, although in truth it would be a hard task to drive such dishonest men off the island. Alexander was then called back in and the accusation was read over to him again. He offered no defence. He appeared sorry, and earnestly importuned Roberts to forgive him and not, on any account, to send the matter home. The storekeeper then brought in his account of the sale of goods from 25 October 1709 to 25 November 1709, set out as follows: Nails: 5½ pounds of 3-penny nails at 9¼d - £0 1s 5¼d 52¼ pounds of 4-penny at 10½d - £0 12s 0d 92 pounds of 6-penny at 9d - £0 7s 1¼d 115 pounds of 10-penny at 7½d - £0 7s 2¼d 7 pounds of 20-penny at 7d - £0 4s 1d 1 pound of 30-penny at - £0 0s 1d Sub-total nails: £5 12s 1d Haberdashery ware - £6 14s 8¼d Ironmongers' ware - £2 0s 9d Shoes - £6 17s 6d Tin ware - £0 16s 8½d Stationery ware - £1 15s 1d Braziers' ware - £0 3s 8d Hosiers' ware - £0 5s 11½d Hats - £0 3s 9d Pewterers' ware - £0 9s 2d Woollen goods - £21 9s 11½d Lace - £0 2s 11d Cutlery ware - £4 7s 11½d Tobacco pipes - £0 13s 8d Tobacco, 134¾ pounds of flower - £5 0s 0½d Provisions - £0 5s 3d Salt, 7/8 of a bushel - £0 14s 0d Red coats - £3 2s 9¼d Indian silk, 25¾ ounces at 2s 6d - £1 5s 8d Batavia arrack, 56 gallons at 6s - £1 13s 6d A further 44¾ gallons of Batavia arrack at 6s - £2 7s 6d Old Goa arrack, 44½ gallons at 6s - £1 1s 3d A further 44 gallons of old Goa arrack at 5s - £1 1s 3d Sub-total arrack: £5 12s 3d Carried over: £73 12s 8d Brought **Interpretations** The closing portion of Roberts's October 1708 speech, identifying affronts to the Governor with affronts to the Lords Proprietors and undertaking that sudden affronts would receive sudden punishment, articulates the constitutional doctrine under which the Alexander dismissal had been carried out. The principle distinguishes between the Governor in his private capacity, who is open to civil dealings, and the Governor as representative of the proprietors, who cannot legally receive an affront because the offence passes directly to the principal. The speech was therefore an early statement of the representative theory under which the council acted, and Roberts's invocation of it at the close of the present consultation ties the Alexander resolution to the foundational principles of his administration. Paragraph 27 of the proprietors' letter by the Panther, alluded to in connection with Alexander's brother Richard, is a directive whose precise wording is not preserved in the recovered text. The letter from the Panther is dated to the period after the Fleet frigate's arrival but before the events of the present consultation. The latter part of the paragraph evidently contained language that could be construed as protecting inhabitants from removal or as guaranteeing them rights of settlement, and Richard Alexander had been deploying that language in his country complaints. The institutional weakness exposed is that proprietary directions issued in London were available to be quoted selectively by interested parties on the island, where the full context of the paragraph could not easily be tested against the original. The reference to driving such men off the island indicates a residual administrative power available to the council, namely the power to compel the departure of inhabitants whose conduct rendered them unfit to remain. The acknowledgement that it would be a hard task to exercise that power against Richard Alexander identifies the practical limit of the council's authority

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			over inhabitants with established standing or family connections on the island. The institutional structure shows the council operating within a framework where removal was theoretically available but practically constrained, with the constraints arising from the proprietary protections that the inhabitants themselves invoked. **Speculations** The pattern of complaint about denied leases, raised by Richard Alexander on his own account and by John Alexander on behalf of others, exposes a wider grievance among the planters about access to land on the island. The 99-year leases that John Alexander had irregularly granted, and the disputed conveyances in the Register Book, all flowed from a demand for secure tenure that the council was unable to satisfy through regular channels. The brothers' agitation was therefore politically dangerous to the council not only because of its content but because it tapped a pre-existing dissatisfaction in the wider population. The council's concern about being bullied with such complaints reflects an awareness that the petitioners had access to a real grievance that gave their irregular conduct a constituency.
20	20	£: s: d Brought Over - - - - - - - - - - 73: 12: 8 Vinegar. 3 q:ts - - - - - - - - - - - - - - 3: - Romalls. 23 - 5 p:r y:d - - - - - - - - - 1: 7: 6 Sugar 384. at 8 p:r [lb] - - - - - - - - 12: 16: - Rice 18 - - - - - - - - - - - - - - - - 3: - Linnen good - - - - - - - - - - - - 2: 4 Sugar Candy 2 [lb] - - - - - - - - - - - 5: 8 Beefe and Sheet 40: Sue[t] - - - - - - - - - 5: - Hatts out of the Swallow. 9: d 5 - - - - 2: 5: - Goa Arrack 5 ¼ Gallon at 4: 6 - - - - - 5: 7½ 95: 4: 9½ Generall Table D:r Haberdashery Ware - - - - - - - - - - 3: 3 Tin Ware. 1 Small Grater - - - - - - - 3½ Stationary Ware - - - - - - - - - - - 2: - 4½ Pewterers Ware. 1 Funil - - - - - - - - 3: 6 Provisions 455 flower - - - - - - - - 4: 14: 9½ Salt 1 Bushell - - - - - - - - - - - - - 6: - Arrack Vizt £: s: d 15½ Gall: Bat. at. 6 - - - 3: 9: 0 55: D:o - - 10 - - - - 5: 12: 6 9: D:o Old Goa - - 5 - - - - 2: 5: 0 11: 6: 6 Vinegar 2½ Galls - - - - - - - - - - 12: 6 Sugar 484 [lb] at 8 p:r [lb] - - - - - - - 1: 10: 4 Rice 20 - - - - - - - - - - - - - - 3: 4 Linnen good - - - - - - - - - - - 2: 6 Sugar Candy 22 [lb] - - - - - - - - - - 1: 2: - Beefe and Sheep 20: Suet - - - - - - 50 Navvall and Garrison Stores 10 y:n Indigoe - 8: - 24: 14: -½ Garrison D:r Navvall and Garrison Stores - - - - - 1: 1½ Fortifications D:r Nayles Vizt £: s: d 4. 2. 9: at 11 - - - 0: 3: 8 4 - 3 - - - 9¼ - - - 0: 3: 0 2. 4. - - 10½ - - - 0: 1: 6 2. 6. - - 9¼ - - - 0: 1: 6 5: 50 - - - 7½ - - - 0: 2: 1½ 5: 20 - - 7 - - - 0: 2: 11 14: 11½ Unwrought Iron. 2 Barr:rs of. 83 - - - 1: -: 9 Iron Mongers Ware - - - - - - - 19: 4 Navvall and Garrison Stores - - - - - 1: 3 Cutlary Ware - - - - - - - - - - - 1: 3 Arrack 17 Old Goa - - - - - - - - 1: 3 3: 18: 9 Plantation D:r Nayles Vizt £: s: d 8 - 10 - at 7½ - - - 0: 5: 0 7 - 30 - - - 7 - - - 0: 3: 6 8: 6	Brought over: £73 12s 8d From 25 October 1709 to 25 November 1709 inclusive: Vinegar 3 quarts £0 3s 0d Romalls 23 yards at 5d per yard £1 7s 6d Sugar 384 pounds at 8d per pound £12 16s 0d Rice 18 pounds £0 3s 0d Linen good £0 2s 4d Sugar candy 2 pounds £0 5s 8d Beef and suet 40 pounds of suet £0 5s 0d Hats out of the *Swallow* 9 at 5s £2 5s 0d Goa arrack 5¼ gallons at 4s 6d £0 5s 7½d Sub-total: £95 4s 9½d General Table debtor: Haberdashery ware £0 3s 3d Tin ware 1 small grater £0 0s 3½d Stationery ware £0 2s 4½d Pewterers' ware 1 funnel £0 3s 6d Provisions 455 pounds of flower £4 14s 9½d Salt 1 bushel £0 6s 0d Arrack 15½ gallons Batavia at 6s £3 9s 0d (manuscript figure unclear) Arrack 55 gallons of the same at 10s £5 12s 6d (manuscript figure unclear) Arrack 9 gallons old Goa at 5s £2 5s 0d Sub-total arrack: £11 6s 6d Vinegar 2½ gallons £0 12s 6d Sugar 484 pounds at 8d per pound £1 10s 4d (manuscript figure unclear) Rice 20 pounds £0 3s 4d Linen good £0 2s 6d Sugar candy 22 pounds £1 2s 0d Beef and sheep 20 pounds of suet £0 5s 0d Naval and garrison stores 10 yards of indigo £0 8s 0d Sub-total General Table: £24 14s 0½d Garrison debtor: Naval and garrison stores £0 1s 1½d Fortifications debtor: Nails, 4-penny 2 pounds 9 ounces at 11d £0 3s 8d Nails, 4-penny 3 pounds at 9¼d £0 3s 0d (manuscript figure unclear) Nails, 6-penny 2 pounds 4 ounces at 10½d £0 1s 6d Nails, 6-penny 2 pounds 6 ounces at 9¼d £0 1s 6d Nails, 10-penny 5 pounds 50 ounces at 7½d £0 2s 1½d (manuscript figure unclear) Nails, 20-penny 5 pounds at 7d £0 2s 11d Sub-total nails: £0 14s 11½d

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		Salt. 3 Bushells - - - - - - - - - - 18: - Stationary Ware 2 Q:res paper - - - - - 4: 8 Blacks Clothing 5 Sticks - - - - - - 2: 16: - 4: 7: 2 Sum Totall 128: 5: 10½ Margin Notes: from y:e 25.th Octo:r To y:e 25:th November Inclusive, 1709	Unwrought iron 2 barrels of 83 pounds £1 0s 9d Ironmongers' ware £0 19s 4d Naval and garrison stores £0 1s 3d Cutlery ware £0 1s 3d Arrack 17 gallons old Goa £1 1s 3d (manuscript figure unclear; the 17 gallons read against the 5s rate would not produce the recorded sub-total without an additional element) Sub-total Fortifications: £3 18s 9d Plantation debtor: Nails, 8-penny 10 pounds at 7½d £0 5s 0d Nails, 30-penny 7 pounds at 7d £0 3s 6d Sub-total nails: £0 8s 6d Salt 3 bushels £0 18s 0d Stationery ware 2 quires of paper £0 4s 8d Blacks' clothing 5 sticks £2 16s 0d Sub-total Plantation: £4 7s 2d Sum total: £128 5s 10½d **Interpretations** The corrected reading clarifies the per-yard rate for the romalls, with 23 yards at 5d per yard producing the recorded sub-total of £1 7s 6d when calculated against the actual quantity. Romalls were lightweight cotton handkerchiefs or thin cotton cloth pieces imported through the East India trade, used both as wearable handkerchiefs and as utility cloth. The presence of 23 yards in the inhabitants' account indicates that the store was issuing the material in bolt or piece form rather than as finished items, allowing inhabitants to cut the cloth to their own requirements. The substantial figure of 384 pounds of sugar at 8d per pound, totalling £12 16s 0d in the inhabitants' account for the month, represents the single largest commodity issue in the recovered figures. The corresponding 484 pounds of sugar at the General Table extends the institutional consumption of sugar across both the private and the public side of the establishment. The combined monthly issue of 868 pounds of sugar from the store identifies sugar as a primary commodity of the island's domestic economy and underlines the operational importance of the sugar plantation at Sandy Bay, then under development as a long-term substitute for imported sugar. The figure of 455 pounds of flour for the General Table, at £4 14s 9½d, identifies the basic carbohydrate provision for the Company's principal eating establishment. At standard early modern household rates, 455 pounds of flour over a month would support a substantial mess of officers and ranks taking their meals at the table. The figure provides a baseline against which the size of the General Table's regular complement can be estimated, with the flour consumption serving as an indicator of the number of persons regularly fed. **Speculations** The relative size of the inhabitants' account at three-quarters of the total store turnover, against the Company's own operational consumption at one quarter, points to the strategic dependence of the island's economy on the store as a single retail channel. Any disruption to the store's supply line would affect the inhabitants more sharply than the Company itself, since the Company's own consumption could in principle be reduced by tightening rations, while the inhabitants had no alternative source of imported goods. The institutional consequence is that the proprietors' procurement decisions in London directly determined the material conditions of the island's free planters and servants, and that the regular monthly account constituted a measure of the depth of that dependence.
21	21	Mr. Griffith Delivered in the Collection of all Orders, Directions,	Daniel Griffith delivered into council the collection of all orders, directions, instructions and tenures of land

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		Instructions, Tenu[r]s of Land &c. According to an Order of Councill Dated. 12. of July Last, from the Year 1673. to this present Year 1709. Compleat & Finisht. Jn:o Roberts Edw:d Mashborne W:m Marsden Daniel Griffith Island St: Helena At a Consultation held on Tuesday the 13.th day of December. 1709. At the United Castle in James Valley Pres. Jn:o Roberts Esq:r Governour Thom:s Goodwin Dep:ty Governour Edw:d Mashborne. 3.d in Councill Will: Marsden. 4.th in Councell Daniel Griffith. 5.th in Coun:cell Richard Alexander was Sent for by the Marshall to appear before us and was Taxt with his Scandalous way of Runing about the Countrey Saying this Government would Ruin them all and that he desired to go off with his Family, which he denyd but we are well Satisfied to the Contrary, and Seeing he is Such a Refractory fellow and has no Lease for the Land he possesses of our Hon:[b]l[e] Masters and there is So many, Young Beginers that wants habitacons which we Believe will prove more Industerous quieter and Use fuller to this Island. Ordered That he have warning given him, and that he may have the Liberty to gather his Crop of the ground in. 6. Months, and Let him Seek a habitation Else where. Upon which he Requested to go off with his Wife and Family the Next Outward bound Ship. Ordered That his Request be granted which was done with out Hesitation and much to Our Satisfaction being a good Riddance. **Margin Notes**: Gov:r & Councils Complaint against Rich Alexander Having warning & ord[er]d to Sell his provi- sions. Order'd that at his own request he doth go off this Island with his family.	made under the order of council of 12 July 1709, covering the period from 1673 to the present year 1709. The work was complete and finished. Signed: John Roberts, Edward Mashborne, William Marsden, Daniel Griffith. Island of St Helena. At a consultation held on Tuesday 13 December 1709, at the United Castle in James Valley. Present: John Roberts Esquire, Governor; Thomas Goodwin, Deputy Governor; Edward Mashborne, third in council; William Marsden, fourth in council; Daniel Griffith, fifth in council. Richard Alexander was summoned by the marshal to appear before the council. He was taxed with his scandalous practice of running about the country, declaring that the present government would ruin the inhabitants, and that he wished to leave the island with his family. He denied the charge, but the council was satisfied to the contrary. Since he had proved a refractory man, holding no lease for the land he occupied of the Honourable Masters, and since there were many young beginners on the island in need of land for settlement, who were expected to prove more industrious, quieter and more useful inhabitants, the council took the following course. The council ordered that Richard Alexander be given warning, with liberty to gather his crop from the ground over the next 6 months, and required to seek a habitation elsewhere. Richard Alexander then requested to leave the island with his wife and family by the next outward-bound ship. The council ordered that his request be granted, which was done without hesitation and to the council's satisfaction, being a good riddance. **Interpretations** The completion of Griffith's compilation marks the formal conclusion of the documentary project commissioned on 12 July 1709 to collect the orders, directions, instructions and tenures of land from the first settlement of the island in 1673 to the present year. The work covered 36 years of administrative practice and was carried through by Griffith effectively single-handed, given Alexander's failure to perform his share as recorded at the consultation of 17 November 1709. The signatures of the four members present at the delivery, Roberts, Mashborne, Marsden and Griffith, mark the council's formal acceptance of the work as the authoritative compilation of the proprietary documentary record. Thomas Goodwin is absent from the signature line, although he is recorded as present at the subsequent consultation; the manuscript does not explain the omission. The institutional standing of Richard Alexander as a tenant of the Honourable Masters without a lease places him in a particular category of occupier. The land he held had not been formally granted to him by any recorded instrument, and his occupation rested either on tolerance, on an informal arrangement with the previous administration, or on an instrument that had not survived the destruction of records under his brother's custody as Clerk. His position was therefore peculiarly vulnerable to the council's authority over land allocation, since no documented grant protected his tenure. The framing of the order treats him as a tenant at the council's pleasure rather than as a leaseholder, and the warning to seek another habitation operated within the council's straightforward power to terminate such an arrangement. The reference to young beginners wanting habitations identifies the same group of prospective settlers whose claims the Governor invoked in his declaration of 17 November 1709 against John Alexander. The institutional logic links the dismissal of

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			the Clerk to the displacement of his brother. Both moves clear ground for the redistribution of land to inhabitants whose industrious settlement the council expected to favour. The expulsion of Richard Alexander operationalises the principle Roberts had stated as a justification for the dismissal of John Alexander: the land hitherto absorbed by the family was to be redirected to settlers prepared to bring it into productive use. **Speculations** The institutional choice to expel Richard Alexander rather than to grant him a lease, even though young beginners on the island would otherwise have made the case for granting tenure to an existing occupier, points to a deliberate policy of breaking the family's foothold on the island. The lease would have formalised Richard Alexander's tenure and made his expulsion difficult; the absence of a lease left him exposed to summary termination. The council's decision to keep him in that exposed position, rather than to regularise it, reflects an assessment that the family's continued presence was inconsistent with the administration's authority, regardless of any contribution Richard Alexander might have made as a settled planter.
22	22	The Still house Mentioned in the Consultation held the. 3.th of November last is built, and all the Lees and Sower Wine Distilled Containing 57 Gallons of Brandy. The Shipp Northumberland Arrived here on Sunday Last the. 11.th Instant Cap:tn Goodwin Comander with a Letter from the Governour and Councill from Bencoolen. Whereas people are Intent upon Fencing their Land and Planting of Wood, and being Uneasy about their Titles, and desire and begg of us to Establish them in their Rights and propertys which appears to us of Such a Consequence that there is no avoyding it, notwithstanding our Order of the. 12.th of July Last to the Contrary. Wherefore Ordered that the following proclamation be Issued out. Island St: Helena By the Governour and Councill A Declaration These are to give Notice to all the good people of this Island, that as Soon as their Lands are fenced in let them make their Reports to the Govern:r who will give Orders for the Measuring the Same, and they Shall have plans made, and Annext to their Titles, and Leases granted to those that have None, So that they may be Setled and Establishd in their propertys. And this is further to give Notice that all people who are Li- cenced to bear Arm[s] we Look upon to be Sufficient Men of themselves and Honest, and therefore they have hereby Liberty given them to Kill, or Mark Sheep, Hoggs, or Goates, of their Own with out any other Testimony or any thing Else (Except Cattle) and that the Same Licenced persons Shall be a Sufficient Witness for the Unlicenced persons to Sell and Mark as aforesaid (Except Cattle) where it is Required there Should be two, any Law Custom, or Usage to the Contrary Notwithstanding. And this Likewise gives Notice that we have granted Liberty to Richard Alexander to go off this Island with his family wherefore all persons are to take Notice to Clear all Debts, and Accounts with him and from henceforth We declare him to be no More a Free planter on this Island, nor to have the priviledge and Benefit as Such. Dated at the United Castle in James Valley this. 13.th X:bers 1709. Signd by Order of Governour and Councill Jn:o Roberts Edw:d Mashborne W:m Marsden Daniel Griffith Island **Margin Notes:**	The still house mentioned at the consultation of 17 November 1709 had been built. All the lees and sour wine had been distilled, producing 57 gallons of brandy. The ship *Northumberland*, Captain Goodwin commander, arrived on Sunday 11 December 1709 with a letter from the Governor and council at Bencoolen. The inhabitants were intent on fencing their land and planting wood, but remained uneasy about their titles. They had desired and begged the council to establish them in their rights and properties. The matter appeared to the council to be of such consequence that there was no avoiding it, notwithstanding the order of 12 July 1709 to the contrary. The council ordered that the following proclamation be issued. Island of St Helena. By the Governor and council. A declaration. Notice to all the good people of the island. As soon as their lands were fenced in, they were to make their reports to the Governor, who would give orders for the measuring of the same. Plans would be drawn and annexed to their titles, and leases granted to those who held none, so that they might be settled and established in their properties. Notice further. All persons licensed to bear arms were considered by the council to be sufficient and honest men of themselves. They had liberty to kill or mark sheep, hogs or goats of their own, without any other testimony or formality (except cattle). The same licensed persons were sufficient as witnesses for unlicensed persons in selling or marking sheep, hogs or goats (except cattle), where the law required two witnesses to attend, any law, custom or usage to the contrary notwithstanding. Notice further. The council had granted liberty to Richard Alexander to leave the island with his family. All persons concerned were to take notice and to clear all debts and accounts with him. From this date the council declared that he was no longer a free planter on the island, nor entitled to the privilege and benefit of that status. Dated at the United Castle in James Valley, 13 December 1709. Signed by order of the Governor and council: John Roberts, Edward Mashborne, William Marsden, Daniel Griffith. **Interpretations** The 57 gallons of brandy produced from the lees and sour wine confirms the practical success of the still

BL Image No.	Document No.	OCR Transcription	Modern Interpretation
		A Still house is built Northumberland Cap:tn Goodwin Comander Arriv'd 11 Decem:r Touching Fenceing in Lands & Titles Lands fenced & taken in to be measured of[f] plans & Leases for y:e Same All Licenced people to kill & mark all Cattle (Except Black Cattle) Licenced people not to kill without a Licen[c]ed man be by to witness [...] Black Cattle only Excepted. Rich Alexander no more a planter but to go of[f] this Island with his family.	house project authorised on 17 November 1709. The output represents the recovered value of country wine that would otherwise have been lost to spoilage, converted into a storable spirit. At the prevailing arrack prices of 5s to 6s per gallon, 57 gallons of brandy would carry a notional value of between £14 5s 0d and £17 2s 0d, before any account is taken of the brandy's market position relative to imported arrack. The institutional logic of the project is therefore vindicated: a perishable seasonal commodity has been converted into a durable strategic reserve at a calculable working value. The council's decision to issue the title declaration despite the order of 12 July 1709 represents a substantial reversal of the position the council had held for the preceding five months. The 12 July 1709 order had suspended the examination of titles on the ground that the council doubted its power to settle them. The intervening period had seen the completion of Griffith's compilation, the dismissal of Alexander, the expulsion of Richard Alexander and the resolution of several individual title disputes. By 13 December 1709 the council was prepared to resume active engagement with titles, but on a different procedural basis. Instead of examining titles in the abstract, the council would now grant new titles to inhabitants who fenced their land and presented it for measurement. The mechanism converted the title question from a problem of historical reconstruction into a forward-looking allocation programme. The procedural sequence laid down by the declaration, that of fence first, then report, then measure, then plan, then title or lease, establishes a clear administrative pathway for inhabitants to secure their land. Each stage requires action by the inhabitant before the council's response is triggered, with the practical work of fencing operating as the qualifying condition for the council's attention. The structure shifts the initiative to the inhabitants while reserving to the council the formal acts of measurement and grant. The institutional logic encourages active occupation and improvement of the land, in line with the wider planting and fencing campaign opened on 19 May 1709, while giving the council the documentary record on which future title security could rest. **Speculations** The grant of new leases to inhabitants who held none, alongside the annexation of plans to existing titles, places the council in the position of being able to regularise the entire pattern of land tenure on the island over the coming months. The mechanism permits the council to bring previously undocumented occupations within the formal documentary system, on terms that the council itself determines. The institutional opportunity is substantial: the council can use the new procedure to extract rents, to impose planting conditions, to fix tenure terms, and to bring informal occupations into a regulated relationship with the proprietors' estate. The declaration's apparently neutral procedural language conceals the considerable proprietorial power that the mechanism places in the council's hands.
23	23	Island St: Helena At a Consultation held on Monday the 26. day of December. 1709. At the United Castle in James Valley. Pres. Jn:o Roberts Esq:r Governour Edw:d Mashborne. 3.d in Councill Will: Marsden. 4.th in Councill Daniel Griffith. 5.th in Councill The Death of Capt:n Goodwin which happened the. 25.th Instant, after a Long and Tedious Sickness of above a Twelve Month, which has Occasi- oned Mr. Marrden Constant Attendance in the Store Notwithstanding an order of Councill dated. 28.th August. 1708. to the Contrary. Now for as much as it	Island of St Helena. At a consultation held on Monday 26 December 1709, at the United Castle in James Valley. Present: John Roberts Esquire, Governor; Edward Mashborne, third in council; William Marsden, fourth in council; Daniel Griffith, fifth in council. The death of Captain Goodwin occurred on 25 December 1709, after a long and tedious illness of over twelve months. The illness had required William Marsden to attend the store continuously, despite the order of council of 28 August 1708 to the contrary. The settlement of a new storekeeper was now necessary, so

BL Image No.	Document No.	OCR Transcription	Modern Interpretation
		Requires our Care to Settle and Establish a Storekeeper, that our Hon:[b]l[e] Masters Intrest, may be well Honestly & faithfully preserved. Capt:n Mashborne makes it his Request to this Councill to be Store Keeper, M:r Marrden dos the Same, the first alledging that in Case our Hon:[b]l[e] Masters Should think it Necessary to appoynt a Second in his place, he is Now in, And the Storekeeper Generally Used to be third, in Case it Should be Otherwise Setled he will then not only Loose his Birth Right as Second but also his place, and post of Storekeeper, which will be a double Right Lost. M:r Marsden alledges that having been Continually Imploy'd in the Store, and presently after the Death of Governour Poirier whereby the Succession of the Government Came to the Late Cap:tn Goodwin, it was then appoynted by two Orders of Councill Dated September. 11.th 1707. and the other 27. of Aprill. 1708. the first giving him Charge of the Store and M:r Bazett to Assist him, the Second much to the Same purpose. Now the Governour declares that he has Nothing to Say to Either of them for that hitherto they have behaved themselves very Honestly to the best of his Knowledge, and dilligently in whatsoever Services they have been Imployd In, but with all dos declare that it is his Opinion that its for our Hon:[b]l[e] Masters Intrest that no Second Should be Storekeeper, for as we are Intent upon making of Sugar plantacons, and Inlarging our Vineyards, and Plantations, and for preserveing the Generall Stock of Cattle &c. and building of Fortifications he believes that our Hon:[b]l[e] Masters for these Reasons will think it Necessary that his Immediate Second Should be his Assistance upon all these Affairs, and that he has no Reason to doubt **Margin Notes:** The Death of Cap:tn Goodwin	that the Honourable Masters' interest might be honestly and faithfully preserved. Captain Mashborne requested the council to appoint him as storekeeper. William Marsden made the same request. Mashborne advanced his case as follows. If the Honourable Masters appointed a second-in-council in place of the late Captain Goodwin, his own position as the present third in council would be at risk. The storekeeper was normally the third in council. Should the appointment of a new second be made, Mashborne would lose his standing as second by right of seniority and also lose the post of storekeeper, a double loss. Marsden's case was that he had been continuously employed in the store, and that immediately after the death of Governor Poirier, when the succession passed to the late Captain Goodwin, the appointment had been formally confirmed by two orders of council. The first, dated 11 September 1707, gave him charge of the store, with Mr Bazett to assist him. The second, dated 27 April 1708, was to the same effect. Roberts declared that he had nothing personal to say against either candidate. Both had behaved with what he knew to be honesty, and with diligence in whatever services they had been employed in. He observed, however, that in his opinion the Honourable Masters' interest required that no second-in-council should be storekeeper. The council was now engaged in the development of sugar plantations, the enlargement of the vineyards and plantations, the preservation of the general stock of cattle and the building of the fortifications. The Honourable Masters would, for these reasons, probably consider it necessary that the Governor's immediate second should be available to assist him in all these affairs. He had no reason to doubt **Interpretations** The death of Thomas Goodwin on 25 December 1709 removed the senior officer of the former government from the council, leaving an open position at the level of Deputy Governor. Goodwin had been Acting Governor after Poirier's death in September 1707 and had been demoted to Deputy Governor on Roberts's arrival on 24 August 1708. His twelve-month illness during 1709 had reduced his practical participation in the council to a passive minimum, and the working senior position on the council had effectively been operating with only three full members supporting the Governor: Mashborne, Marsden and Griffith. His formal removal from the establishment regularises a working situation that had existed in practice for some time. The Governor's intervention shifts the framing of the question from the personal merits of the candidates to the institutional structure of the council. Roberts conceded that both men had served honestly and diligently, and so declined to decide between them on the ground of relative merit. Instead, he raised the more fundamental question of whether the second-in-council should hold the storekeeper's post at all, given the demands on his time from the other operational projects of the council. The institutional logic placed the working role of the second-in-council as the Governor's principal assistant on the broad programme of agricultural development, livestock preservation and fortification, with the storekeeper's post requiring constant attendance at the store as a separate operational responsibility. The list of operational priorities articulated by Roberts identifies the strategic agenda of the council at the close of 1709. The sugar plantations at Sandy Bay had been opened under the trial of 26 July 1709 and confirmed under Gargen's overseership on 17 November 1709. The vineyards were producing the country wine that had been distilled into brandy in the

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			present month. The general stock of cattle was being preserved under the felony law of 23 November 1709 and the related declarations. The fortifications were being maintained under the construction programme that had absorbed substantial labour and materials, as evidenced by the storekeeper's monthly accounts. The combination of the four priorities defined the second-in-council's anticipated workload as substantial and incompatible with continuous attendance at the store. **Speculations** The Governor's framing of the question in terms of his own working partnership with the second-in-council reveals a particular conception of the deputy's role under his administration. Roberts treated the second-in-council not as an independent officer with parallel responsibilities but as his personal assistant on the strategic programme of the council. The conception elevated the deputy from a routine administrative post into an active collaborator in the Governor's principal initiatives, and corresponded to the close working relationship Roberts had developed with the senior officers in the preparation of the Alexander case during the September-November 1709 period. The institutional implication is that Roberts envisaged a working second-in-council who would share his strategic burdens, in contrast to the more passive role that Goodwin had occupied under similar formal titles during his illness.
24	24	Our Hon:[b]l[e] Masters Justice in Continuing of them in the Posts they are allotted in this Consultation, if they behave themselves hereafter as they have done hitherto. After a due Consideration of this matter. It is Ordered That Cap:tn Mashborne be appoynted Second and Deputy Governour and that M:r Marsden be appoynted third in Councill and Storekeeper M:r Griffith. fourth in Councill, M:r Free Clark of the Councill, with an addition of Ten pound a Year to his Sallary, which will make it Thirty pound p Annum, with all the perquisi[t]es there unto belonging, and that they take their Posts and place Accordingly, till our Hon:[b]l[e] Masters pleasure is further known; As also for their Sallarys there unto belonging. Ordered That M:r Marsden as he has been Constantly Imployd In the Store that he be Accountable for the Stores from the. 25.th of March Last, and Inventory being then taken and the Books Ballanced, as tho' Cap:tn Goodwin were alive and present. Thomas Bagley a Young Man Lately Married made his humble Request to this Councill, that we would grant him the Liberty, of hireing the house and ground of which Richard Alexander was Lately Despossessed of belonging to our Hon:[b]l[e] Masters. The Man Appearing to us to be a Sober Civill Young Man, and very Usefull as being a Carpenter by Trade. Ordered That the House and ground be granted him for the Term of Twenty One Years, with a proviso that he forthwith do proceede in fenceing the Same and planting of wood According to Law, and for what ground their Shall be more then Fifteen Acres of Land Richard Alexander Usually paid for, that he be Accomptable for the Same from the day of the Date hereof. It is further Ordered. That all the Councill Minute down against Next Councill day, what is Necessary to be Writ to our Hon:[b]l[e] Masters, by the Shipp Northumberland Now in the Road. The Storekeeper brought his Account of the Sale of goods from the. 25.th of November. 1709. to the. 25.th of December following Amounting to as followeth.	The Honourable Masters, in their justice, would probably continue Mashborne and Marsden in the positions allotted to them by the present consultation, if they behaved hereafter as they had done up to that point. After due consideration of the matter, the council made the following appointments. Captain Mashborne was appointed second-in-council and Deputy Governor. William Marsden was appointed third-in-council and storekeeper. Daniel Griffith was appointed fourth-in-council. Thomas Free was appointed Clerk of the Council, with an addition of £10 0s 0d a year to his salary, making it £30 0s 0d per annum, together with all the perquisites belonging to the post. The appointees were to take their posts and places accordingly, with their attached salaries, until the Honourable Masters' pleasure was further known. The council further ordered that, since Marsden had been continuously employed in the store, he should be accountable for the stores from 25 March 1709. An inventory was to be taken from that date and the books balanced, as if Captain Goodwin were still alive and present. Thomas Bagley, a young man recently married, requested the council's permission to hire the house and ground recently held by Richard Alexander and now reverting to the Honourable Masters. The council found Bagley to be a sober and civil young man, and useful to the island as a carpenter by trade. The council ordered that the house and ground be granted to Bagley for a term of 21 years, on condition that he proceed immediately with fencing and the planting of wood according to law. For any ground exceeding the 15 acres for which Richard Alexander had usually paid, Bagley was to be accountable from the date of the present consultation. The council further ordered that every member should note down, against the next council day, what was necessary to be written to the Honourable Masters by the ship *Northumberland* then in the road. The storekeeper brought in his account of the sale of goods from 25 November 1709 to 25 December 1709, in the following form.

BL Image No.	Document No.	OCR Transcription	Modern Interpretation
		An **Margin Notes:** Cap:tn Mashborne be appointed Second & Deputy Gov:r M:r Marsden 3 in Coun:c Salt[e]keeper M:r Griffith 4 in Councell M:r Free Clerk of the Coun:cell M:r Marsden takes an Acc:o or Inventory of y:e Stores books &c. take Tho:s Bagley requests to rent y:e house & plantacon late Rich:d Alexanders The house & ground granted to Tho:s Bagley for. 21 Years Store Keepers Acco:ts	An **Interpretations** The reorganisation of the council places each working member in a role that reflects both his existing function and the operational priorities Roberts had articulated earlier in the consultation. Mashborne moves up to second and Deputy Governor, becoming the Governor's working partner on the strategic programme. Marsden takes the third position and retains the storekeeper's post, which he had been operating in practice during Goodwin's illness. Griffith moves up to fourth, reflecting his demonstrated competence on the documentary compilation completed on 13 December 1709. Free is confirmed as Clerk of the Council, with a salary that places him on a comparable footing to the standard rate for London-contracted craftsmen on the island. The retroactive accountability of Marsden for the stores from 25 March 1709 establishes a clean accounting line at the proprietors' year-end. The date of 25 March was the standard cut-off date for the Honourable Company's annual accounts under the Old Style calendar, and the institutional logic of starting Marsden's formal accountability from that date is to align his stewardship with the proprietors' financial year. The inventory at that date establishes the opening position from which his stewardship is to be measured, and the formal balance of the books from that date forward gives the proprietors a clean accounting record covering the entire 1709-10 year. The procedural form treats the period from 25 March to 26 December as a single accounting unit, with Marsden's responsibility extending across the whole period despite the technicality that Goodwin remained the nominal storekeeper. Thomas Bagley's grant of the Richard Alexander house and ground represents the practical implementation of the policy articulated in the orders of 17 November 1709 and 13 December 1709 concerning young beginners in need of habitations. Bagley fits the council's defined criteria precisely: he is a young man, recently married, sober and civil, and possessed of a useful trade. His allocation of the property at the moment of Alexander's departure demonstrates that the council had identified candidates for redistribution in advance of the property becoming available, and that the policy was operating as a structured programme rather than as ad hoc disposition. **Speculations** The retention of Marsden as storekeeper despite his elevation in rank to third-in-council, in apparent contradiction to Roberts's earlier statement that no second-in-council should be storekeeper, confirms that the principle Roberts had articulated applied specifically to the second position and not to the third. The institutional logic distinguishes between the second-in-council, who is the Governor's working partner and must be free for the strategic programme, and the third-in-council, whose role is more closely tied to operational responsibilities such as the store. The principle therefore preserves Mashborne's availability for the strategic programme while securing Marsden in the operational role he has been performing.
25	25	An Account of Goods Sold and D:d the Inhabitants out of the Hon:[ble] Comp:as Stores at St. Helena, from Novem:br the. 25.th Exclusive to December the 25. Inclusive. 1709. Nailes Vizt £: s: d 2. 3. at 11 p:r [...] - - - - - - 0: 2: 9 3. 3 - 9¼ - - - - - - 0: 2: 3 4. 5 - - - - - - 0: 0: 10½	An account of goods sold and delivered to the inhabitants out of the Honourable Company's stores at St Helena, from 25 November 1709 exclusive to 25 December 1709 inclusive. Nails, 2-penny 3 pounds at 11d £0 2s 9d Nails, 3-penny 3 pounds at 9¼d £0 2s 3d Nails, 4-penny 5 pounds £0 0s 10½d Nails, 6-penny 2 pounds at 9¼d £0 1s 6d

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		6. 2 - 9¼ - - - - - - 0: 1: 6 50. 3 - - 7½ - - - - - - 0: 1: 7½ 20. 7 - 7 - - - - - - 0: 4: 4½ 30. 8 - - 6 - - - - - - 0: 4: 0 17: 4½ Haberdashery Ware - - - - - - - 7: -: 9 Iron Mongers Ware - - - - - - - 2: 18: 4 Shoes - - - - - - - - - - - - 4: 16: 6 Tin Ware - - - - - - - - - - - 1: 18: - Iron Potts. 1. of 68 - - - - - - - 1: 14: - Navvall and Garrison Stores - - - - - - 5: - Brasiers Ware - - - - - - - - - - 10: - Hosiers Ware - - - - - - - - - - 17: 11½ Hatts. 2. at 3: 9 - - - - - - - - 7: 6 Woollen Goods - - - - - - - - - - 24: 7: - Cutlary Ware - - - - - - - - - - 10: 6 Tobacco pipes 10½ Doz:n - - - - - - 5: 3 Soap 2 - - - - - - - - - - - - 2: - Tobacco 205 - - - - - - - - - - 20: 10 Salt 2½ Bushels - - - - - - - - - 15: - Indian Silk 6 ¼ 0:z at 2: 6 p:r 0:z - - - 15: 7½ Arrack Batavia 10 Gall: at. 10. p:r Gallon - 5: - Romalls 27 at 15. p:r [...] - - - - - 1: 13: 9 Sugar 411. at 8 - - - - - - - - 13: 14: - Rice 33. at 2 - - - - - - - - - - 5: 6 Linnen goods - - - - - - - - - - 15: - Sugar Candy 7 [lb]: p:r Beefe and 4: Suet - - 7: - Beefe and Sheet 10 p:r Beefe and 4 Suet - - 5: 9 Hatts out of the Swallow 14 at 5 p:r p:c[e] - - - 3: 10: - Goa Arrack 7 7/8 Gall: at 4: 6. p:r Gall: - - - 1: 15: 5¼ 105: 15: 5½ Generall Table D:r Tinmans Ware - - - - - - - - - - 3: 4 Provisions. 1 Cask Flower - - - - - - 3: 17: 9 Salt 2 Bushels - - - - - - - - - - 12: - Arrack Bat: 31½ Galls - - - - - - 15: 12: 6 Wine Cyer 2½ Gallons - - - - - - - 10: - Sugar. 87. at 8 p:r [lb] - - - - - - - - 2: 18: - Sugar Candy 50 - - - - - - - - 10: - Beefe and Suet. 50. Suet - - - - - - - 5: 5 25: 8: 7 Garrison D:r Navvall and Garrison Stores - - - - - 10½ Nails 5: 6. - - - - - - - - - - - 9 Iron Mongers Ware - - - - - - - 10: 4 11: 11½ Carried Over 132: 15: 6 Brought **Margin Notes:** Of goods Sold and Deliverd out of the Hon:[ble] Companys Stores From the	Nails, 50-penny 3 pounds at 7½d (manuscript figure unclear at penny-size; recorded sum taken as controlling) £0 1s 7½d Nails, 20-penny 7 pounds at 7d £0 4s 4½d Nails, 30-penny 8 pounds at 6d £0 4s 0d Sub-total nails: £0 17s 4½d Haberdashery ware £7 0s 9d Ironmongers' ware £2 18s 4d Shoes £4 16s 6d Tin ware £1 18s 0d Iron pots 1 pot of 68 pounds £1 14s 0d Naval and garrison stores £0 5s 0d Brasiers' ware £0 10s 0d Hosiers' ware £0 17s 11½d Hats 2 at 3s 9d £0 7s 6d Woollen goods £24 7s 0d Cutlery ware £0 10s 6d Tobacco pipes 10½ dozen £0 5s 3d Soap 2 pounds £0 2s 0d Tobacco 205 pounds £0 20s 10d Salt 2½ bushels £0 15s 0d Indian silk 6¼ ounces at 2s 6d per ounce £0 15s 7½d Arrack, Batavia 10 gallons at 10s per gallon (manuscript figure unclear at the gallon rate; recorded sum taken as controlling) £0 5s 0d Romalls 27 at 15d (manuscript figure unclear at the unit) £1 13s 9d Sugar 411 pounds at 8d per pound £13 14s 0d Rice 33 pounds at 2d per pound £0 5s 6d Linen goods £0 15s 0d Sugar candy 7 pounds (manuscript figure unclear; the recorded entry combines two separate items in a way the source did not resolve) £0 7s 0d Beef and suet 10 pounds of beef and 4 pounds of suet £0 5s 9d Hats out of the *Swallow* 14 at 5s per piece £3 10s 0d Goa arrack 7⅞ gallons at 4s 6d per gallon £1 15s 5¼d Sub-total: £105 15s 5½d General Table debtor: Tinman's ware £0 3s 4d Provisions 1 cask of flower £3 17s 9d Salt 2 bushels £0 12s 0d Arrack, Batavia 31½ gallons £15 12s 6d Wine cider 2½ gallons £0 10s 0d Sugar 87 pounds at 8d per pound £2 18s 0d Sugar candy 50 pounds £0 10s 0d (manuscript figure unclear; the rate appears low for the recorded quantity) Beef and suet 50 pounds of suet £0 5s 5d Sub-total General Table: £25 8s 7d Garrison debtor: Naval and garrison stores £0 0s 10½d Nails 5 pounds 6 ounces £0 0s 9d (manuscript figure unclear at the unit weight; recorded sum taken as controlling) Ironmongers' ware £0 10s 4d Sub-total Garrison: £0 11s 11½d Carried over: £132 15s 6d Brought **Interpretations** The substantial increase in the inhabitants' account from £95 4s 9½d in the November month to £105 15s 5½d in the December month reflects the seasonal pattern of consumption around the year-end. The increase of approximately £10 over the previous month is concentrated in the categories of woollen goods (£24 7s 0d, against £21 9s 11½d in November), tobacco, hats, sugar (£13 14s 0d, against £12 16s 0d in November), and romalls, all of which suggest both household stocking for the festive period and the gradual depletion of stock that traders and inhabitants had been managing through the autumn.

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			The 411 pounds of sugar issued to the inhabitants in December, against 384 pounds in November, indicates continued robust demand for the commodity in private use. The corresponding 87 pounds at the General Table represents a substantial drop from the 484 pounds of November, suggesting that the General Table's sugar stock had been replenished in the previous month and was now being drawn down at a more sustainable rate. The pattern indicates that the General Table's monthly orders varied with the size of the standing stock rather than with current consumption, and that the inhabitants' demand provided the more stable index of underlying consumption on the island. The 27 romalls issued in December, at the 15d unit recorded, against the 23 yards at 5d per yard in November, points to an inconsistency in the unit of issue between the two months. The November entry treated romalls as a length of cloth measured in yards; the December entry treats them as discrete units. The romall could be either a handkerchief-sized piece or a longer length of cloth depending on the trade context, and the storekeeper appears to have switched between the two measurement systems across consecutive months. The institutional implication is that the storekeeper's working categories were not fully standardised, even within the reformed monthly accounting system. **Speculations** The 411 pounds of sugar consumed by the inhabitants in December suggests a level of demand that the council's Sandy Bay plantation, if successful, would need to match to displace imported sugar. At the prevailing 8d per pound rate, monthly inhabitant demand of approximately 400 pounds represents an annual market of perhaps 5,000 pounds of sugar from the inhabitants alone, before any consumption by the General Table and the other operational heads. The strategic logic of the sugar plantation as an import-substitution project rests on its capacity to supply at this scale, and the storekeeper's monthly figures provide the council with a concrete target against which the plantation's eventual output can be measured.
26	26	£: s: d Brought Over - - - - - - - 132: 15: 6 Fortifications D:r Nailes - - - - - - - - - - - - 14: 5 Iron Mongers Ware - - - - - - - 2: 4: 3 Shoes. 1 p:r - - - - - - - - - - - 5: - Navvall and Garrison Stores - - - - - 1: 9 Brasiers Ware - - - - - - - - - 4: 16: - Steel 1 Barr:l of. 58 ½ at 6 p:r [lb] - - - - 9: 3 Beefe and Suet. 2 Casks of Beef - - - - 22: 8: - Stationary Ware 1 quire paper - - - - 5: - 1: 10 Gall: Eggs and. 9 packles - - - - 5: - 30: 19: 8 Plantation D:r Nailes Vizt £: s: d 4 - 4. at 9 - - - - - - 0: 3: 0 4 - 4 - - 9 - - - - - - 0: 3: 0 6 - 4 - - 9 - - - - - - 0: 3: - 20 - 6 - - 7 - - - - - - 0: 3: 6 9: 6 Navvall and Garrison Stores Vizt 158 Lead at 3. p:r [lb] - - - - 1: 19: 6 2 Galls Oyle - - - - - - 0: 7: 0 2: 6: 6 Salt 4 Bushels - - - - - - - - - 4: - Wine Cyer. 1 q:t - - - - - - - - - 5: - Blacks Clothing 2 Sutes - - - - - - - 1: 8: - Stationary Ware - - - - - - - - 3: 4 5: 12: 4 Totall 164: 8: - Jn:o Roberts Edw:d Mashborne W:m Marsden Daniel Griffith **Margin Notes:**	Brought over: £132 15s 6d Fortifications debtor: Nails £0 14s 5d Ironmongers' ware £2 4s 3d Shoes 1 pair £0 5s 0d Naval and garrison stores £0 1s 9d Brasiers' ware £4 16s 0d Steel 1 barrel of 58½ pounds at 6d per pound (manuscript figure unclear at the recorded sum; 58½ pounds at 6d per pound would not produce the recorded total of 9s 3d, and the rate or quantity may be misread) £0 9s 3d Beef and suet 2 casks of beef £1 2s 8s 0d (manuscript figure unclear; the recorded sum is read as £22 8s 0d but appears inconsistent with the surrounding entries) Stationery ware 1 quire of paper £0 5s 0d Eggs and pickles 1 vessel of 10 gallons eggs and 9 pickles £0 5s 0d Sub-total Fortifications: £30 19s 8d Plantation debtor: Nails, 4-penny 4 pounds at 9d £0 3s 0d Nails, 4-penny 4 pounds at 9d £0 3s 0d Nails, 6-penny 4 pounds at 9d £0 3s 0d Nails, 20-penny 6 pounds at 7d £0 3s 6d Sub-total nails: £0 9s 6d Naval and garrison stores: Lead 158 pounds at 3d per pound £1 19s 6d Oil 2 gallons £0 7s 0d Sub-total naval and garrison stores: £2 6s 6d

BL Image No.	Document No.	OCR Transcription	Modern Interpretation
		26: th 9:ber [Novem:br] 25: Novem:br to the 25:th Decem:br 1709	Salt 4 bushels £0 4s 0d (manuscript figure unclear; the rate of 1s per bushel is markedly lower than the rate of 6s per bushel in the November General Table account and 6s per bushel in the November Plantation account) Wine cider 1 quart £0 5s 0d Blacks' clothing 2 suits £1 8s 0d Stationery ware £0 3s 4d Sub-total Plantation: £5 12s 4d Total: £164 8s 0d (manuscript figure unclear; the sum of the recorded heads does not match the recorded total within the recoverable readings) Signed: John Roberts, Edward Mashborne, William Marsden, Daniel Griffith. **Interpretations** The Fortifications account for December shows a marked increase over the November figure, with the recorded sub-total of £30 19s 8d set against the £3 18s 9d of the previous month. The increase is driven principally by the appearance of 2 casks of beef and the brasiers' ware at £4 16s 0d. The pattern suggests a major provisioning event for the fortifications during December, perhaps connected with the arrival of the *Northumberland* on 11 December 1709, which would have brought fresh supplies into the store and triggered a reallocation of stock to operational heads. The institutional implication is that the monthly account reflects not only the consumption pattern but also the stocking pattern, with major receipts producing corresponding issues to operational accounts. The 158 pounds of lead at 3d per pound in the Plantation's naval and garrison stores account identifies a substantial supply of a material with multiple operational uses. Lead in the period was used for plumbing, for the manufacture of musket and pistol balls, for sealing roofs and gutters, for the production of pewter alloys, and for the manufacture of weights and counterbalances. The quantity of 158 pounds, weighed against the smaller monthly issues observed in other commodities, suggests either a substantial construction or repair project at the Plantation or a stocking of the working store against future needs. The price of 3d per pound reflects the wholesale rate for lead in the period and is consistent with the proprietors' procurement records. The recorded total of £164 8s 0d represents the largest single monthly turnover yet recorded under the reformed accounting system, with the figure exceeding the November total of £128 5s 10½d by approximately £36. The growth reflects the seasonal cycle of consumption and the major operational issues to the Fortifications. The pattern indicates that the storekeeper's monthly accounts capture both the regular monthly flow of supplies and the irregular larger issues associated with new arrivals, construction phases and operational projects. **Speculations** The lead allocation to the Plantation, at 158 pounds in a single month, points to a specific working project rather than to routine consumption. Lead was not an everyday requirement of plantation operations, and a one-off issue of this scale suggests either a major plumbing or roofing project on the Plantation House rebuilding that had been ordered on 6 September 1709, or a stocking of the establishment's working materials in advance of a substantial construction phase. The matching of the lead to the Plantation account, rather than to the Fortifications, indicates that the project was related to the residential or working buildings of the Company's plantation rather than to the defensive works.
27	27	Island St: Helena	Island of St Helena.

BL Image No.	Document No.	OCR Transcription	Modern Interpretation
		At a Consultation, held on Thursday the. 29.th day of December. 1709. At the United Castle in James Valley. Pres. Jn:o Roberts Esq:r Governour Edw: Mashborne Dep:ty Govern:[our] W:m Marsden. 3.d in Coun:cell Daniel Griffith. 4.th in Coun:cell Whereas Complaint being made by Richard Tinsley Soldier against Humphry Edwards Planter (an Idle, Lazy, Insolent, Fellow) for beating and Abuseing of him in a Violent Manner, without any provocation, and tearing all his Cloathes, and when done in an U[n]traden Manner, bid him go to the Governour, and Acquaint him with it, for he did not Care, as if it were in Defiance. Also by Jonatham Doveton Planter against the Said Humphry Edwards, who In an Impudent and Deryding way Sent to order him to Come to See him Kill a Pigg with all Speed, or Otherwise he would Kill it without, In Contempt to the Law made, that no Unlicenced person Should Kill any thing without Witness, with Intent to Ridicule the Same, and Render the Government Litle and Odious. Also by Cap:tn Mashborne against the said Edwards for Mali- ciously, and wickedly, Spreading and Reporting about the Countrey that the Governour would give but Forty Shillings a piece to W:m Hoskison for her best Bullocks, and would not give her the Current Price for any thing, as others, As if he made Fish of One, and Flesh of another, thereby Aspersing his Justice, and Raising and Nourishing fears, and Evill Will and Murmu- ring among the people, all which haveing a Tendency to Mutiny and Rebellion. The Said Humphry Edwards being Summoned to Appear to Answer the Premises, Could not deny, any of the Said Articles, and being Demanded how he Lived, what Stock he had, what Family, and how he Maintained them, that he had Eight in Family but Could give no Reasonable Account, how he did Maintain them. That having given in an Account of his Catle Last March, Now makes out more then he gave Account of them, tho' the whole Number d[o]es not Exceed Eight head. That he has no Goats, or Hyggs and yet by Report of his Neighbours and the Country Eats as much Flesh in his house as those of great Stocks. That **Margin Notes:** Rich: Tinsleys Compl:t against Humph: Edwards Cap:tn Mashborns Compl:t against y:e said Edwards Edwards answer and poor defenc[e] Edwards acco:t of his Cattle	At a consultation held on Thursday 29 December 1709, at the United Castle in James Valley. Present: John Roberts Esquire, Governor; Edward Mashborne, Deputy Governor; William Marsden, third in council; Daniel Griffith, fourth in council. Three complaints were laid before the council against Humphry Edwards, a planter, described by the complainants as an idle, lazy and insolent man. The first was by Richard Tinsley, a soldier. Edwards had beaten and abused him in a violent manner without provocation, tearing all his clothes. When he had finished, he told Tinsley in an insolent manner to go to the Governor and tell him about it, since he did not care, as though in open defiance. The second was by Jonathan Doveton, a planter. Edwards had sent to him in an impudent and derisive manner, ordering him to come at once to witness the killing of a pig, or else Edwards would kill it without him, in contempt of the law that forbade unlicensed persons from killing any beast without a witness. The intention was to mock the law and to render the government petty and hateful. The third was by Captain Mashborne. Edwards had maliciously and wickedly spread it abroad about the country that Roberts would give only 40s a piece to William Hoskison for her best bullocks, and would not give her the going price for anything, as he did for others. The report suggested that the Governor made a distinction between his customers, treating one differently from another, and so cast aspersions on his fairness. The report tended to raise and nourish fears, ill will and murmuring among the people, with a tendency toward mutiny and rebellion. Edwards was summoned to appear and answer the charges. He could not deny any of the three articles. The council then asked him how he lived, what stock he held, what family he maintained, and how he supported them. He answered that he had 8 persons in his family, but could give no reasonable account of how he supported them. He had given an account of his cattle in March 1709. He now claimed to hold more than he had then declared, but the total still did not exceed 8 head. He owned no goats and no hogs. Yet on the report of his neighbours and the country at large, his household consumed as much flesh as those held by planters with much larger stock. That **Interpretations** The three complaints against Edwards trace a graduated pattern of misconduct, from physical assault on a soldier, through contemptuous defiance of the new felony law, to the spreading of malicious rumours about the Governor's commercial dealings. The institutional severity of the third charge exceeds that of the first two. Physical assault was a matter for the ordinary criminal jurisdiction; defiance of the felony law was a matter for the same legislation under which it was framed; but the spreading of seditious reports calculated to raise discontent among the inhabitants was characterised by the council as tending to mutiny and rebellion, which carried the implication of capital or near-capital penalties under English law. The composite case therefore extended from petty disorder to the gravest category of offence. The household of 8 persons attributed to Edwards is comparable in size to John Alexander's family of 13. The smaller figure for Edwards, while still substantial, is consistent with a planter of less established standing than the Clerk. The institutional question of how he maintained the family on his recorded stock of 8 head of cattle and no other livestock is presented by the council as an evidentiary point against him, with the implication that his household's consumption of meat

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			could not be accounted for from his declared resources. The reasoning parallels the felony law's treatment of unaccounted flesh consumption as a presumptive indicator of theft. The report of Edwards's neighbours and the country, that his household consumed as much flesh as those of great stocks, provides the evidentiary foundation for the inquiry into his sources of supply. The institutional mechanism is the same as that established in the preamble to the felony law of 23 November 1709, which treated the consumption of unaccounted meat as a presumptive indicator of theft. Edwards's case therefore operationalises the felony law against its first defendant, with the documentary evidence supplied by his March return and the testimony evidence supplied by his neighbours. **Speculations** The institutional decision to question Edwards about his family size, stock holdings and maintenance pattern, immediately after he failed to deny the three charges, indicates that the council was building a foundation for a wider proceeding than the immediate offences would warrant. The inquiry into his sources of meat consumption, by which the absence of his own small livestock was set against the reported consumption of his household, prepares the ground for a charge of livestock theft under the felony law. The structural progression suggests that the council was moving from the specific charges that had occasioned the summons to a broader investigation of Edwards's pattern of life.
28	28	That he is a Loose wandring Fellow, Gadding about the Countrey Neglecting his Own Plantation, So that he has not Yams for his Family, [a]nd his Next Neighbour Says that he Never did one Days Labour himself Since he Married this Poor Woman, who had things Neat about her, before She Marryed, but through his Idleness, and Extravagancy has brought her, and her Children to Decay, and if they Remain Longer here, they will become a Charge and Burden to the people. That he Stands Indebted to the Hon:ble Company the Sum of Thirty Five pound 4: 7½. And has not for Severall Years paid any Revenues but Runs Impudently on without any thought or Care, and is a person of Ill fame, having been Complained of, and Taxd with pilfering and Stealing. Now forasmuch as we are Using all Indeavours to Root out Idleness, and all the Evill Rascally Fellows, as being rather an Incum- brance then any wise beneficiall or profitable to the place, and Serve for Nothing but to Corrupt others, and in as much as we finde the Said Humphry Edwards to be one of the most Notorious. Ordered. That the Said Humphry Edwards be Sent off with his Family, In the first Outward bound Shipp under the Title of a Drone, and that he be No Longer Esteemed as a planter, or have the priviledge as Such. And for his Sawcyness and Impudence in abusing the Soldier with out a Cause, and his Reflecting Aspertions, and Contempt of the Laws and Government. That he Receive Thirty Nine Lashes on his Naked Body at the Whipping Post, and make Restitution to the Soldier for his Cloaths. Jn:o Roberts Edw: Mashborne W:m Marsden Daniel Griffith **Margin Notes:** Is indebted to y:e Hon:ble Comp:y takes no care to pay, or get out of Debt Order'd Said Edwards be sent of[f] y:e Island w:th his Wife & family. And do receive 39 Lashes on his Naked Body at y:e Whipping post & restitu- tion to y:e Soldier.	Edwards was further characterised as a loose and wandering man, gadding about the country and neglecting his own plantation. He had not even produced yams enough for his family. His nearest neighbour reported that he had not done a day's labour himself since he married his present wife, a poor woman. She had kept her household in a neat condition before her marriage, but his idleness and extravagance had brought her and her children into decay. If the family were to remain on the island any longer, they would become a charge and a burden on the inhabitants. Edwards stood indebted to the Honourable Company in the sum of £35 4s 7½d. He had not paid any revenues for several years, but continued to run on impudently without any thought or care. He was a person of ill fame, having been complained of and taxed with pilfering and stealing. Since the council was using every effort to root out idleness and to remove the evil and disorderly inhabitants, who were a burden rather than a benefit to the island and served only to corrupt others, and since Edwards appeared to be one of the most notorious offenders, the council made the following order. Humphry Edwards was to be sent off the island with his family by the first outward-bound ship, under the title of a drone. He was no longer to be considered a planter or to enjoy the privileges of that status. For his impudence in abusing the soldier without cause, his reflecting aspersions on the government and his contempt of the laws, he was to receive 39 lashes on his naked body at the whipping post, and to make restitution to the soldier for his torn clothes. Signed: John Roberts, Edward Mashborne, William Marsden, Daniel Griffith. **Interpretations** The description of Edwards as a drone draws on a specific category of social opprobrium in early modern English usage. The drone was the male bee that did not gather honey but lived on the labour of the worker bees, and the term was applied metaphorically to able-bodied persons who consumed without producing. By sending

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			Edwards off the island under that title, the council formally classified him as a non-productive member of the establishment, in contrast to the industrious settlers whose claims to land had been advanced in earlier consultations. The institutional logic deployed the same productivist criterion that had governed the allocation of Thomas Bagley's grant on 26 December 1709: industriousness as the qualifying standard for residence on the island. The debt of £35 4s 7½d to the Honourable Company represents a substantial sum against Edwards's stock of 8 head of cattle. At the standard valuation of £10 0s 0d per head established by the Goodwin compensation of 17 November 1709, his cattle would be worth approximately £80 0s 0d, sufficient to clear the debt with a substantial margin. The institutional question of why the debt remained unpaid, given that Edwards had assets capable of clearing it, points to a refusal rather than an inability to settle. The pattern parallels John Alexander's substantial private credit at £500 0s 0d while owing the Company £88 17s 0¾d: in both cases the inhabitant had the means to pay but chose not to. The classification of Edwards as no longer a planter strips him of a specific institutional standing on the island. The planter was a defined category of inhabitant, holding land of the Honourable Masters and enjoying particular privileges including the right to bear arms by warrant, the right to participate in the council's allocations, and the right to engage in the regulated livestock trade. By removing Edwards from the category, the council effectively removed him from civil standing on the island, with the expulsion order then translating the loss of standing into physical removal. **Speculations** The selection of Edwards for the first major prosecution under the felony law, only six weeks after the law was enacted on 23 November 1709, suggests that the council had been searching for a suitable test case to establish the legislation's operational reality. Edwards's combination of contempt for the law (in the pig-killing offence), pattern of unaccounted meat consumption (relative to his declared livestock), and weak procedural defences (his inability to account for his maintenance of his family) made him an effective vehicle for demonstrating the law in operation. The institutional implication is that the council was using the early implementation of the felony law to set the boundaries of acceptable conduct on the island, with the heaviest available penalties applied to the first identified offender.
29	29	Island St: Helena At a Consultation, held on Saturday the. 7.th day of January. 17 09/10 At the United Castle in James Valley. Pres. Jn:o Roberts Esq:r Governour Edw: Mashborne Dep:ty Govern:r William Marsden. 3.d in Coun:cell Daniel Griffith. 4.th in Coun:cell Whereas by the Laws and Constitutions of this Island the Condi- tions, and Obligations, whereby people hold and possess Land, So that all and Every person possessing and Enjoying any Land in this Island shall for the preservation and Defence thereof keep and Maintain Two English persons on Every Twenty Acres of Land, whereof One a Man able to bear Arms. Also by another Statute it is Ordained, that if any	Island of St Helena. At a consultation held on Saturday 7 January 1710, at the United Castle in James Valley. Present: John Roberts Esquire, Governor; Edward Mashborne, Deputy Governor; William Marsden, third in council; Daniel Griffith, fourth in council. Under the laws and constitutions of the island, every person holding and enjoying any land was bound, for the preservation and defence of the island, to keep and maintain two English persons on every 20 acres of land. One of the two was to be a man able to bear arms. Under another statute, if any person who had inhabited a parcel of land allotted to him, and had planted and improved it, afterwards deserted the plantation, so that for 6 months there were not two persons and two cows maintained on every 20 acres, or one man and one cow on every 10 acres, then the Governor and council were lawfully empowered, and were indeed required, to seize the land for the use of the Honourable East India Company and to redispose of it. The seizure was to take effect notwithstanding the former allotment or grant to the previous holder, and

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		person, or persons, having Inhabited on any parcell of Land Allotted to him or them, and planted and Improved the Same, and Shall afterwards Desert the Said Plantation So that for Six Months there Shall not Inhabit and be Maintained on Every Twenty Acres, Two per- sons, and two Cows, and on Ten Acres, One Man, and One Cow, that th[e]n it Shall be Lawfull for the Governour and Councell of Said Island, and they are thereby Required to Seize the Same into their hands for the Use of the Hon:ble East India Company and to Redispose of the Same, Notwith- standing the former Allotment, or grant to Such person, or persons, or any other matter, or thing to the Contrary. Now whereas George Hoskison is Actually possessed of and Stands Charged with the Severall plantations following that is to Say. An Estate at the Horse pasture Containing Fifty Acres of Land purchase[d] formerly of Richard Gurling. 2 The Estate of William Frenches Orphans Containing Forty Acres. 3 The Estate of Bowmans Children Containing Eighty Acres. 4 The Estate of Beals Orphans Containing Sixty Acres. 5 Land purchased of Cap:tn Goodwin Ten Acres. 6 Three Acres hired of Keelings Children. 7. And Twenty Five Acres hired of the Hon:[b]l[e] Companys. Containing in the whole Two Hundred Sixty Eight Acres of Land. **Margin Notes:** Laws & Constitutions whereby people are Intitled to Hold and Possess theis Lands Another touching and Concerning of Same George Hoskisons Severall possessions & diverse fields & parcells of Land	notwithstanding any other matter or thing to the contrary. George Hoskison was actually possessed of and charged with the following several plantations. An estate at Horse Pasture 50 acres, formerly purchased of Richard Gurling The estate of William French's orphans 40 acres The estate of Bowman's children 80 acres The estate of Beal's orphans 60 acres Land purchased of Captain Goodwin 10 acres Land hired of Keeling's children 3 acres Land hired of the Honourable Company 25 acres Total: 268 acres of land **Interpretations** The two statutes recited at the head of the consultation establish the legal framework under which the council was about to act against Hoskison. The first is a settlement statute, requiring every landholder to maintain a fixed density of English population on his land at a ratio of two persons per 20 acres, with one of them an armed man. The second is a forfeiture statute, providing that 6 months' under-maintenance of the prescribed density triggered the council's power to seize and redispose of the land. The two statutes operate in sequence: the first defines the obligation, the second specifies the penalty for breach. Their joint citation at the opening of the consultation indicates that the council is about to invoke the forfeiture power, and is laying the statutory foundation for that action in the record. The density requirement of two English persons per 20 acres, with one armed, was a settlement-policy instrument designed to ensure that landholdings did not exceed the proprietor's capacity to defend them. The proprietors' interest in the island was strategic as well as agricultural: the island's value to the East India Company depended on its security against Dutch and French naval action in the South Atlantic. By tying landholding to the maintenance of an armed population, the statute converted private holdings into elements of the public defence. A landholder who consolidated holdings without proportionately increasing the resident population effectively reduced the island's defensive capacity, and the forfeiture provision was the mechanism for correcting that reduction. The total of 268 acres concentrated in Hoskison's hands represents a holding of unusual size on an island where most planters held in the order of 10 to 50 acres. The figure approaches the scale of the proprietors' own plantation grounds and indicates that Hoskison had built up his position through a sustained programme of acquisition by purchase, hire and lease from multiple sources. The institutional consequence is that the population and livestock requirements under the two statutes apply at a substantial scale to Hoskison's case, with the required minimum of 26 to 27 English persons on the holding setting a substantive test for compliance. **Speculations** The choice of Hoskison specifically, against the background of the master reference's record that his "life and behaviour" had been excepted from the burying-in-oblivion clause of the abstract project on 19 July 1709, identifies him as a long-standing object of the council's scrutiny. The earlier exception had reserved his case for active treatment despite the general amnesty that the abstract was to operate. The present consultation deploys that reservation by initiating formal proceedings against his holdings. The institutional logic shows the council having prepared the ground for action against Hoskison through the documentary work of the abstract project, and now moving to the operational stage.

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30	30	Wherein formerly did Live and Inhabit Six Familys at Least, and Consequently Six able Men that bore Arms for the Defence of the Island at Least. Now the aforesaid George Hoskison having on or about the. 6.th of July. 1708. Clandestinely Left the Said Island without Licence under the hand of Governour and Councill, which the Law Requires in that Case, which is an Evident Desertion of all the Severall Lands Plantations and possessions aforesaid, thereby Exposing and weakning the Island Especialy in the very heat of Warr, and in Contempt of the Laws of the Island and the Fundamentall Constitutions thereof. And forasmuch as it is our Duty and what is Required of us, by the Lords Proprietors to See that the Laws be Impartialy Exececuted [sic], and we are Sorry at this time that George Hoskison, and his Wife, Should give us So Just a Cause to take away their Estate, which out of pety, to his Wife and Children have Deferred So Long Contrary to our Duty, to her Sacred Maj:tie Queen Ann of great Brittain, and the Obligation and Services we Owe to the Lords Proprietors, and Justice to the people of this Island, for the preservation of them and their Familys to futurity. Wherefore It is Unanimousely Resolved, and the Laws and Constitutions do Require that all and Singullar the Severall possessions, Land, and Plantations aforesaid, In the possession of the Said George Hoskison that is to Say. 1.st The Estate at the Horse pasture Cont: Fifty Acres more or Less. 2. The Estate of William Frencher Orphans Containing Forty Acres more or less. 3. The Estate of Bowmans Children Containing Eighty Acres more or less. 4. The Estate of Beals Orphans Containing Sixty Acres more or less. 5. Land Purchased of Cap:tn Goodwin Ten Acres more or Less. 6. Three Acres hired of Keelings Children more or less. 7. And Twenty Five Acres hired of the Hon:[b]l[e] Lords Proprietors. Amounting in the whole to Two Hundred Sixty Eight Acres of Land more or Less. therefore Shall and Are forfeited to the Hon:[b]l[e] Lords Proprietors of this Island, Reserving notwithstanding to our Selves the Restitution of the Orphans Land, which they may Justly, and Lawfully Claim, And Due Application will be made to the Lords Proprietors in their behalf. Wherefore Ordered. That a Warrant be forthwith Issued out to the Marshall to Seize, upon all the Lands, and Plantations aforesaid for the Use of the Hon:[b]l[e] East India Company Lords Proprietors of this Island, and that Cap:tn Edward Mash- borne M:r William Marsden, and M:r Daniel Griffith proceede	The marginal note recorded that the council found no man capable of bearing arms inhabiting any part of the premises in question. None of the holdings furnished a man for the general muster or alarm on account of the land. Within these holdings there had formerly lived at least six families, and consequently at least six able men who had borne arms for the defence of the island. On or about 6 July 1708, Hoskison clandestinely left the island without the licence of the Governor and council required by law in such cases. The departure constituted a clear desertion of all the lands, plantations and possessions in his charge. It exposed and weakened the island, particularly at the height of the war, and was in contempt of the laws of the island and its fundamental constitutions. The council's duty under the Lords Proprietors required it to see that the laws were impartially executed. The council expressed regret that George Hoskison and his wife had given so just a cause for the seizure of their estate. Out of pity to the wife and children, the council had so far deferred action, contrary to its duty to her Sacred Majesty Queen Anne of Great Britain, to the Lords Proprietors and to justice to the people of the island and the preservation of their families in future. The council unanimously resolved, and the laws and constitutions required, that all the several possessions, lands and plantations in the holding of George Hoskison were forfeited to the Honourable Lords Proprietors of the island. The holdings concerned were as follows. The estate at Horse Pasture 50 acres more or less The estate of William French's orphans 40 acres more or less The estate of Bowman's children 80 acres more or less The estate of Beal's orphans 60 acres more or less Land purchased of Captain Goodwin 10 acres more or less Land hired of Keeling's children 3 acres more or less Land hired of the Honourable Lords Proprietors 25 acres more or less Total: 268 acres of land more or less The council reserved to itself the restitution of the orphans' land, which the orphans could justly and lawfully claim, and undertook to make due application to the Lords Proprietors on their behalf. The council ordered that a warrant be issued forthwith to the marshal to seize all the lands and plantations for the use of the Honourable East India Company, Lords Proprietors of the island. Captain Edward Mashborne, William Marsden and Daniel Griffith were to proceed immediately to take possession accordingly. **Interpretations** The clandestine departure on 6 July 1708 places Hoskison's offence in a particular institutional frame. The requirement of a licence from the Governor and council for departure from the island was a standing instrument of population control, designed to prevent the unauthorised abandonment of holdings and the consequent weakening of the island's defensive capacity. By leaving without licence, Hoskison breached both the procedural requirement of the licence and the substantive requirement of maintaining the manned and stocked plantation. The departure was clandestine in the sense that it evaded the procedural channel that would have brought it to the council's attention and required justification. The reference to "the very heat of Warr" identifies the international context within which the defensive requirement operates. In 1708 Britain was engaged in

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		Immediately, and take possession Accordingly. **Margin Notes:** And whereas we finde there is not One whole Man fa- pable [sic] of bearing Arms Inhabits up- on any part of this premises aforesaid Nor none that does Now appear or bear Arms at a Generall Muster, or Allarms upon Account of the Same. The said Geo: Hoskison Clandestinely Leaves & deserts y:e Island & his family All y:e said severall Lands & parcells of Lands are decree forfeited the Orphans Lands only excepted. Order'd a Warr:t be Issued out to Seize all y:e said Lands	the War of the Spanish Succession, with French and allied naval activity threatening East Indian shipping and the Company's stations across the Indian Ocean. The defensive capacity of St Helena, as a watering and provisioning station for returning Indian fleets, was particularly significant during the war. The under-maintenance of a 268-acre holding, depriving the island of at least six families and six armed men, would have been a material reduction in the defensive complement at a moment of heightened security risk. The classification of Hoskison's holdings reveals four distinct legal categories. The Horse Pasture estate was held by direct purchase from Richard Gurling. The Captain Goodwin land was held by direct purchase. The orphan estates were held by lease from the trust. The Keeling's children land was held by hire from the family. The Honourable Company's land was held by hire from the proprietors. The seizure operates differently on each category. The two purchased parcels (60 acres) become outright proprietors' lands. The three orphan estates (180 acres) revert to the orphan trusts. The two hired parcels (28 acres) revert to their original lessors. The procedural consequence is that the 268 acres taken from Hoskison's hand resolve into multiple separate dispositions. **Speculations** The seizure of the orphan lands for return to the orphans, rather than for the proprietors, may serve a secondary administrative purpose. The orphan trusts under the council's supervision required active management, and their reversion from Hoskison's tenure provides the council with an opportunity to reallocate them to new tenants who could provide both rent and the required population. The institutional consequence is that 180 acres of orphan lands become available for redisposition under the new title procedure announced on 13 December 1709, providing the council with substantial allocation power to support the programme of attracting industrious young settlers.
31	31	The Marshalls Warrant Runs in the following Manner. Island St: Helena. These are in her Maj:tie Name to will and Require you forthwith to proceede and go to the Severall Lands, and Plantations here under Mentioned of which George Hoskison Stands possest of, and Charged with Vizt. The Estate at the Horse pasture Containing Fifty Acres more or less. The Estate of William French Containing Forty Acres more or Less. The Estate of Bowmans Children Containing Eighty Acres more or Less. The Estate of Beales Orphans Containing Sixty Acres more or Less. Land purchased of Cap:tn Goodwin Ten Acres more or Less. Three Acres hired of Keelings Children more or Less. And Twenty Five Acres hired of the Hon:[b]l[e] Lords Proprietors. Amounting in the whole too Two hundred Sixty Eight Acres of Land more or less. To Seize the Same for the Use of the Hon:[b]l[e] United East India Company Lords Proprietors of this Island. For which this Shall be your Sufficient Warrant. Jn:o Roberts Given under my hand and Seale this 7.th day of Jan:ry. 17 09/10 at the United Castle in James Valley To William Gore Marshall	The marshal's warrant ran in the following form. Island of St Helena. In the name of her Majesty, the marshal was required to proceed forthwith to the several lands and plantations of which George Hoskison stood possessed and charged, as follows. The estate at Horse Pasture 50 acres more or less The estate of William French 40 acres more or less The estate of Bowman's children 80 acres more or less The estate of Beal's orphans 60 acres more or less Land purchased of Captain Goodwin 10 acres more or less Land hired of Keeling's children 3 acres more or less Land hired of the Honourable Lords Proprietors 25 acres more or less Total: 268 acres of land more or less The marshal was to seize the same for the use of the Honourable United East India Company, Lords Proprietors of the island. The warrant was to serve as the marshal's sufficient authority for the seizure. Signed: John Roberts. Given under his hand and seal on 7 January 1710 at the United Castle in James Valley. To William Gore, marshal. Mrs Hoskison was then sent for and appeared before the council. The consultation was read over to her. She pleaded ignorance of the laws and begged the council to show favour to herself and her family. She was directed to remove her personal estate from the premises. The council noted that the marginal addition at folio 30, indicating that no man capable of bearing arms

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		These Whereupon, M:rs Hoskison being Sent for, and Appearing this Consultation was Read Over to her, and she pleaded Ignorance to the Laws, begging favour to Consider her and her Family, and She was bid to take Care of her personall Estate, and to Remove the Same from the Premises. The Marginall Addition in folio. 30 was Interlined before the Signing this Consultation. Jn:o Roberts Edw: Mashborne W:m Marsden Daniel Griffith **Margin Notes:** The Warr:t to Seize the [...] Same for Use of y:e Hon:[ble] United East India Proprietors	inhabited the premises and that none appeared at the general muster or alarm on account of the land, had been interlined before the signing of the consultation. Signed: John Roberts, Edward Mashborne, William Marsden, Daniel Griffith. **Interpretations** The warrant to William Gore as marshal identifies the operational officer through whom the council's seizure was to be effected. The marshal was the council's principal executive officer, responsible for the physical execution of warrants, summonses and orders. The previous appearances of the marshal in the recovered consultations have included the summons of Vogell on 22 February 1709 and the summons of Richard Alexander on 13 December 1709. The same officer is now deployed for the substantially larger task of taking possession of 268 acres of land across multiple sites. The institutional structure of the council's enforcement therefore concentrated the operational responsibility in a single official, with the senior members of the council providing supervision and supporting attendance. The distinction between the real estate, which is forfeited to the proprietors, and the personal estate, which Mrs Hoskison is bid to remove, is fundamental to English property law. Real estate comprises the land and any fixtures permanently attached to it; personal estate comprises movable goods, livestock, household furniture, tools, stored crops, clothing and similar items. The forfeiture operates only on the real estate, leaving the household's portable wealth intact. The institutional consequence is that Mrs Hoskison and her family retain the means to support themselves elsewhere, while the council recovers the land. The procedural outcome is consistent with the council's earlier practice of distinguishing the offender's property from the means of the family's subsistence, as previously seen in the redirection of Alexander's salary to his old debts on 17 November 1709. The procedural certification of the interlineation is a direct response to the Alexander case. The first dimension of John Alexander's offence, as established at the consultation of 17 November 1709, had been the interlineation of consultations after signature, by which he had inserted false clauses into entries that the council had already approved. The present consultation, conducted under Free's clerkship rather than Alexander's, demonstrates the council's adherence to a strict procedural standard for interlineations: any addition made between the drafting and signing of an entry must be explicitly recorded as having been made before signature. The institutional learning from the Alexander case is therefore reflected in the procedural practice of the present consultation. **Speculations** The plea of ignorance of the laws by Mrs Hoskison is institutionally unusual for a member of a substantial planting family. The Hoskison household had occupied 268 acres and had been involved in litigation on the island, with Mrs Hoskison herself appearing as the complainant in the tree-barking dispute of 20 July 1708. Her professed ignorance of the population requirement and the forfeiture provision is therefore probably a procedural posture rather than a genuine claim of inability to understand the law. The institutional response, in which the council does not engage with the plea but simply directs her to remove her personal estate, treats the plea as a customary form of supplication rather than as a substantive defence.
32	32	Island St. Helena At a Consultation, held on Tuesday the. 17.th day of January. 17 09/10 At the United Castle in James Valley.	The proclamation closed by requiring all persons to give an account to Captain Edward Mashborne of what cattle they turned upon the common for the coming

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		Pres. Jn:o Roberts Esq:r Governour Edw:d Mashborne Dep:ty Govern:r Will: Marsden. 3.d in Coun:cell Daniel Griffith. 4.th in Coun:cell Cap:tn Edward Mashborne, M:r William Marsden, and M:r Daniel Griffith brought in their Report this day, to the Governour that they were with the Marshall on all, and Singular the Lands, Plan- tations, and Possessions, of George Hoskison Persuant to the order of Councill dated the. 7.th Instant, and tooke possession of the Same for and In behalfe of the Hon:[b]l[e] United English East India Company Lords Proprietors of this Island. Whereas Yesterday M:rs Hoskison preferr'd the following Petition. To the Worshipfull the Governour and Councill The humble Petition of Mary Hoskison Sheweth That whereas your Worships and Councill have been pleased to make Seizure and taken possession of my Husbands Estate In the Countrey, by Vertue of an Act, or Law, whereby the Same is become forfeited to the Hon:[b]l[e] Lords Proprietor of this Island, the great Grief and Trouble of your Petitioner and her Distressed Family who are under great Affliction and Sorrow for the Same. These are therefore humbly to begg your Worships and Councills Directions, and advice touching the Same, for that your Petitioner is a Woman Weak and altogether Unacquainted with the Laws and Customs of the Island, And your Petitioner also moves your Worships Intrest to the Lords Proprietors that the Lands thus Seized may be Restored and Returned back again that your Worships and Councill will be pleased to Continue your Petitioner as Tenant on the premises untill the Return of your Petitioners Husband, And further that your Worships will be pleased out of Charity Not Suffer her to be Turned out of Doors, to be Redused to poverty want and penury that your Petitioner wholely throws her Self and Poor Family on your Worships and Councills **Margin Notes:** Cap:tn Mashborn M:r Marsden & M:r Griffith with y:e Marshall took possession of all and Singular y:e Lands Plan- tations & other possession belonging to Geo: Hoskison Geo: Hoskisons being thoth in Englad [sic] & his Wife Mary Hoskison persues and gives in a Petition	year, at the time of doing so. None were to fail in this on pain of answering the contrary. Dated at the United Castle in James Valley, 7 March 1710. Signed by order of the Governor and council: Thomas Free, Clerk of the Council. Roberts then reported on a particular parcel of land within the Hoskison forfeiture. About 50 acres on the Bowman estate had recently been seized. Of these, 45 had been let by Hoskison to Richard Gurling. The parcel contained no house and no residence. Gurling held 10 acres of his own land elsewhere, on which he had no house or habitation for himself either. He was generally considered a knowing planter. Roberts had offered Gurling the 50 acres on a 21-year lease, on condition that he build a house on it of two rooms on a floor and two storeys high. Gurling had been given a fortnight to consider the offer. He returned to the Governor with the answer that the ground would not maintain him and his family, although his household consisted only of his wife and two children. His reason was that there was little or no wood upon the land and that the yam ground was worn out. The Governor had then directed Gurling to come down to the council and to give the same account in person. Gurling was called in and repeated the same account to the council. The council ordered that Gurling be retained as a tenant at will on the 45 acres, paying to the council the same revenue that he had previously paid to George Hoskison for the use of the land as pasture for his cattle. Roberts observed that the case provided a clear illustration of the decay of the island. If he was rightly informed, as he believed he was, three families had previously lived on the 45 acres together with 10 acres more, on land that would now not maintain one family. The land in question lay in the very heart of the country. The storekeeper then brought in the account for the two months from 25 December 1709 to 25 February 1710. **Interpretations** The 21-year lease offered to Gurling for the Bowman's land represents the application of the new title procedure announced on 13 December 1709. The procedure offered new tenants secure tenure on condition of fencing, planting and proper occupation, with the council allocating the land and the tenant providing the working investment. The specific requirement that Gurling build a house of two rooms on a floor and two storeys high indicates the council's standard for a proper residence. The institutional logic of the conditional lease tied the security of tenure to the physical establishment of the population requirement under the settlement statutes recited at the consultation of 7 January 1710. Gurling's refusal of the lease, on the ground that the land could not maintain his small family, identifies the practical limit of the council's redistribution power. The council could allocate the land and require the building of a house, but could not compel a working planter to take up tenure on land that would not support his household. The institutional consequence is that the redistribution programme depended on the availability of viable agricultural land, and that the council's allocations could only succeed where the underlying productivity of the soil was sufficient for sustained occupation. Gurling's account of wood depletion and worn yam ground identifies the specific agricultural failures that rendered the land unsuitable. Roberts's observation about the decay of the island, with three families having previously occupied land that would now not maintain one, identifies a structural

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			pattern of land degradation. The reference to "the very heart of the country" indicates that the affected land was not at the periphery but in the central, traditionally most productive area. The institutional implication is that the decay was widespread rather than localised, and that the council was confronting a general decline in the island's agricultural capacity rather than a problem confined to particular marginal parcels. The reference to three families on 55 acres providing only a fraction of the previous capacity establishes a numerical measure of the decline. **Speculations** Roberts's observation about the decay of the island, presented as a personal reflection on Gurling's refusal, points to a wider strategic concern that informed the council's land policy. The depletion of central lands meant that the proprietors' settlement programme could not simply redistribute the existing holdings to new occupiers, since the underlying productivity of the land had declined to the point where the same acreage no longer supported the population it once had. The institutional implication is that the council's recovery of land through forfeiture, while procedurally effective, would not by itself restore the island's settlement complement. The decay of the soil set an upper bound on the council's redistribution programme, and the achievement of the settlement requirements would depend on the restoration of agricultural productivity as well as the reallocation of titles.
33	33	Mercy and Generosity, promising to be Govern'd and Ruled in Every thing as your Worships and Councell Wisdom shall order and Direct, So hoping for your Worships & Councell favourable Care and Protection of me and my Afflicted Family, as well as advice and Directions, and that your Petitioner may be Continued on the premises as aforesaid. For which your Petitioner as in duty bound Shall for Ever pray &c. January. 16.th 17 09/10. Mary Hoskison Having duly Considered the aforesaid Petition M:rs Hoskison was Called In, and the Governour declared the Sentiments of the Councill in Answer to her Petition in the following Manner. That we Could not avoyd doeing what was done the Law Requiring it. That we would not deceive her to Say we would Inter[c]eede for her to the Lords Proprietors that the Estate might be Restored Since we did not Intend it, her Husband haveing been Such an Ill Liver that Except Murder we Believe it will be no hard Matter to prove that he has Break through all Laws both of God, and Man. As for now advising her we Shall, and Can only Let her have Coppy of the Consultation Relating to this Seizure, and if She does think her Plea of Life, Land, and Limb, or any other Article she may freely make Use of it to the Lords Proprietors for its quite out of our power Now - And that the Governour and Councell Continues in there Resolutions of holding possession of the whole Estate Lately Seized. Upon which She humbly Requested to have the Liberty of Old Bowmans Land and plantation, for her, and her Family, to dwell on, She also Requested the Provisions upon the Ten Acres they bought of Cap:tn Goodwin and also the Provisions upon the Land of John Bowman her former Husband, and Son to the aforesaid Old Bowman. She also Requested the Land Intirely, of Young Bowman her former Husband, that being as She Says her Owne proper Estate, and not in her Husband Hoskisons power to dispose of although he did Let Forty Five Acres to Richard Gurling for her Life, and as she Says without her Knowledge.	Mary Hoskison closed her petition with the customary appeal for mercy and generosity. She promised to be governed and ruled in everything as the wisdom of the Governor and council might direct. She hoped for the council's favourable care and protection of herself and her afflicted family, and for their advice and direction. She prayed that she might be continued on the premises as aforesaid. For which your petitioner, as in duty bound, shall for ever pray, etc. Dated 16 January 1710. Mary Hoskison. The council, having duly considered the petition, called Mrs Hoskison in. Roberts declared the council's response in the following terms. The council could not avoid the action it had taken. The law required it. The council would not deceive her by promising to intercede with the Lords Proprietors for the restoration of the estate, since it did not intend to do so. Her husband had been so ill a liver that, short of murder, it would not be hard to prove that he had broken through all the laws of God and of man. The council could advise her only by giving her a copy of the consultation relating to the seizure. If she wished to plead her case to the Lords Proprietors on the grounds of life, land or limb, or any other article, she was free to do so. The matter was now out of the council's power. The Governor and council remained resolved to hold possession of the whole estate lately seized. Mrs Hoskison then humbly requested the following. She asked for the liberty of Old Bowman's land and plantation, for herself and her family to dwell on. She asked for the provisions standing on the 10 acres that her household had bought of Captain Goodwin. She asked also for the provisions standing on the land of John Bowman, her former husband and son to the said Old Bowman. She asked for the entire return of the land of Young Bowman, her former husband. She represented this as her own proper estate, not in her present husband Hoskison's power to dispose of, although he had let 45 acres of it to Richard Gurling for her life. She

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		She Likewise does humbly desire the Provisions that is upon Frenches Land, because her Family is Large. After the Councill had Considered her Request and Comiserated her Condition, they did Agree and according[l]y it was Ordered That She Should have the Liberty to Live upon Old Bowmans Land and have the Provisions upon Young Bowmans Land her former Husbands And also the Provisions upon the Ten Acres they bought of Cap:tn Goodwin and Provisions for the Term of One year Comm[en]cing from the day of the date hereof Prayers **Margin Notes:** The said Petition Considered The Sentiments & answer of y:e Gov:r & Coun:cell to y:e said Petition M:rs Hoskison requests to have y:e provisions of Old Bowmans Land [...] house to dwell in and other plantations & provisions her family being Large Order'd she have y:e p [...] Bowmans Land and y:e provisions Young Bowmans Land & possess:on and 10 Acres &c. provisions [...]	represented that the letting had been done without her knowledge. She asked also for the provisions standing on French's land, because her family was large. After the council had considered the request and showed sympathy for her condition, it agreed and made the following order. Mrs Hoskison was to have liberty to live on Old Bowman's land. She was to have the provisions standing on Young Bowman's land, the holding of her former husband. She was to have the provisions standing on the 10 acres that had been bought of Captain Goodwin. She was to have provisions for the term of 1 year, commencing from the date of the present consultation. Prayers **Interpretations** The closing formula of Mrs Hoskison's petition follows the established convention of supplication observed in the earlier petitions of John Alexander on 29 November 1709 and Richard Alexander on 13 December 1709. The standard elements include the promise of future obedience, the appeal for mercy and protection, and the perpetual undertaking to pray for the council's well-being. The institutional form was familiar to all parties and provided the proper register for the lodging of a formal request. Its repetition across multiple petitions in the working record indicates the standardised character of the supplicatory genre on the island. The council's refusal to intercede with the Lords Proprietors, framed as a refusal to deceive the petitioner, identifies the limits of the council's working sympathy. The council was prepared to mitigate the practical consequences of the seizure, by granting the petitioner a place to live and provisions for the year, but it was not prepared to support an appeal to the proprietors for restoration of the estate. The institutional logic of the distinction places the operational disposition within the council's own competence, while reserving the question of substantive title to the proprietors as the higher authority. The council declined to influence the higher determination, treating it as a separate matter that should be approached on its own merits in London. The claim that Young Bowman's 45 acres were Mrs Hoskison's own proper estate, settled on her for life, identifies a particular form of female property interest. Under English law, a wife could hold property settled on her for her own life, with the husband's control limited or excluded by the terms of the settlement. The institutional consequence is that, even within marriage, the wife retained a defined interest in the land that the husband could not dispose of without her consent. Mrs Hoskison's claim that the letting to Gurling was made without her knowledge would, if substantiated, invalidate the letting as against her life interest. **Speculations** The reference to the 45 acres on Young Bowman's land let to Gurling for Mrs Hoskison's life, allegedly without her knowledge, raises the substantive question of whether the letting was valid. The Gurling tenancy had been confirmed as a tenancy at will at the consultation of 7 March 1710, on the assumption that the council held the whole estate following the forfeiture. If Mrs Hoskison's claim to a life interest is sustained, the Gurling tenancy would have to be reconsidered as against her interest rather than against the forfeited estate. The institutional consequence is that the council's redistribution arrangements on the seized lands may be vulnerable to challenge on the basis of pre-existing rights, and that the substantive question of the Bowman trusts will need to be resolved by the proprietors before the redistribution can be settled.

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34	34	paying to us for the Use of the Lords Proprietors Four Shillings p Acre Rent, and One Shilling p Acre Revenues According to the Custom of Letting Lands on this Island, and that she doe not presume to Encla-mage the Said Lands in No Respect whatsoever but as they Dig Yams She doe Cause to be planted the Like quantity. And for Young Bowmans Land formerly in her possession and the Provisions upon Frenches Land formerly it is Referred the Consideration thereof to the next Councill day. And whereas Richard Gurling is Tenant to part of Bowmans Estate Lately Seized for the Hon:[b]l[e] Companys Use Containing Forty Five Acres of Land or thereabouts but does not Inhabit thereon however its Ordered That he Continue Tenant to the Hon:[b]l[e] Company, and pay them the yearly Rent of Eleven pound Ten Shillings According to Agreement with the Said George Hoskison from the. 7.th Instant, being the Day the Same was Seized, and taken into Our possession. Likewise Martin Normond Souldier brought a Lease of Twenty Acres of Land belonging to Beals Orphans for the term of Seven Years at the yearly Rent of Two pound Ten Shillings a Year. Ordered. That he Continue Tenant to the Hon:[b]l[e] Company, and pay the yearly Rent as aforesaid according to his agreement with George Hoskison from the. 7.th Instant being the day the Same was Seized, and taken into Our possession. Whereas We are Resolved to Carry on the Sugar Planta-tions, Vineyards, Building of Fortifications and Other Improvements and Measuring all the Lands throughout the Island, and Setling the Titles, In which perhaps may Arise Severall Disputes and Debates touching the Same. It is therefore Ordered. For the better Setling these things, and bringing of them to a true Light and it is for our Hon:[b]l[e] Masters Interest, that M:r Daniel Griffith Should be, and he is hereby Appoynted their Attorney generall. And further for the more Effectuall Carrying on the Improvements aforesaid and Measuring of Land, We are in great want of help, for the better Overseeing and going through the Same We have thought fitt, and are well Assured that M:r Mathew Bazett, will be of great Use and Service to Our Hon:[b]l[e] Masters and their Interest, if he be preserrd and Appoynted Fifth in Councell and being a Man that we have No Objection against, having behaved himself very well. **Margin Notes:** She paying y:e Usuall Rents & Revenues Ordered that Rich: Gurling to Continue Tenant of y:e Hon:[ble] Comp:y y:e 45 Acres Land Order'd Likewise that Martin Norman: Continues Tenant to y:e Hon:[ble] Comp:y for 20 Acres Land belonging to Beals Orphans Resolv'd to carry on y:e Sugar plantations Vineyards Fortifications, & Measuring Lands & Setling Titles M:r Dan:ll Griffith made y:e Comp:s Attorney y:e gen:l M:r Bazett new mod[i]oc of [...]	The grant to Mrs Hoskison was made on the following terms. She was to pay to the council, for the use of the Lords Proprietors, 4s per acre in rent and 1s per acre in revenues, according to the customary rate for letting lands on the island. She was not to allow the lands to fall into damage or decline in any respect. As yams were dug from the ground, she was to cause a like quantity to be planted in their place. The matter of Young Bowman's land, formerly in her possession, and of the provisions standing on French's land, was deferred to the next council day. Richard Gurling was the existing tenant of part of the Bowman's estate lately seized for the Honourable Company's use, comprising 45 acres of land or thereabouts. He did not inhabit the parcel, but the council made the following order. Gurling was to continue as tenant to the Honourable Company, paying the yearly rent of £11 10s 0d according to his agreement with George Hoskison, the tenancy to run from 7 January 1710, the day the parcel was seized and taken into the council's possession. Martin Normond, a soldier, brought before the council a lease of 20 acres of land belonging to Beal's orphans, for a term of 7 years at a yearly rent of £2 10s 0d. The council ordered that Normond continue as tenant to the Honourable Company, paying the yearly rent according to his agreement with George Hoskison, the tenancy to run from 7 January 1710. The council reaffirmed its resolution to carry on the sugar plantations, the vineyards, the building of fortifications and other improvements, to measure all the lands throughout the island and to settle the titles. In the course of this programme, several disputes and debates would probably arise concerning the lands. The council ordered the following measures for the better settlement of these matters and the proper handling of any disputes, in the interest of the Honourable Masters. Daniel Griffith was appointed Attorney General for the proprietors. The council further observed that the carrying on of the improvements and the measuring of the lands required additional help for the proper supervision of the work. The council was satisfied that Matthew Bazett would be of great use and service to the Honourable Masters and their interest, if he were preferred and appointed fifth in council. Bazett was a man against whom the council had no objection, having behaved himself well in his earlier services. **Interpretations** The customary rate of 4s per acre rent and 1s per acre revenues identifies the standard charge on island land at the close of 1709. The combined annual charge of 5s per acre was the working baseline against which any specific letting could be measured. The institutional logic of the standard rate provided a uniform reference point for the council's land transactions, with departures from the rate requiring particular justification. The arrangement gave the proprietors a predictable revenue from the land while giving the inhabitants a known basis for their planting calculations. The yam-replacement requirement in Mrs Hoskison's lease introduces a specific cultivation obligation tied to the council's broader planting programme. The requirement that she plant a like quantity of yams as she dug from the ground operated as a continuing cultivation duty rather than as a one-off planting obligation. The institutional consequence is that the lease imposed an ongoing stewardship requirement, maintaining the productive capacity of the soil rather than simply extracting its current crop. The mechanism addressed the soil depletion problem that

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			Gurling had identified at the consultation of 7 March 1710, by tying the tenant's right of harvest to the corresponding planting investment. The appointment of Daniel Griffith as Attorney General for the proprietors introduces a new office in the council's working establishment. The Attorney General's role was to represent the proprietors' legal interests in any disputes arising over land titles, measurement and settlement. The institutional logic of the appointment recognises that the council's programme of measuring all lands and settling titles would generate disputes requiring expert legal representation, and that Griffith's documentary work on the compilation of laws made him the appropriate officer for the function. The appointment converts Griffith's previous administrative work into a formal legal role with continuing responsibilities. **Speculations** The institutional reaffirmation of the programme of sugar plantations, vineyards, fortifications, land measurement and title settlement, made in the context of the legal and personnel arrangements for its execution, indicates that the council was treating the present consultation as a strategic planning moment. The combination of substantive decisions on the Hoskison estate, the disposition of seized parcels to existing tenants, the appointment of an Attorney General and the proposed elevation of a new council member assembles the working apparatus for the next phase of the council's work. The consultation therefore concludes the disciplinary and reorganisational phase that began in November 1709 and opens the operational phase of land measurement and title settlement that would dominate the council's work in the months ahead.
35	35	It is therefore Ordered. That the aforesaid M:r Mathew Bazett be appointed Fifth in Councell and that he do take Place, and be Sworn Accordingly at his Customary Sallary he has been Allowed. Jn:o Roberts Edw:d Mashborne W:m Marsden Daniel Griffith Island St: Helena. At a Consultation, held on Thursday the. 19.th January. 17 09/10. At the United Castle in James Valley. Pres. Jn:o Roberts Esq:r Governour Edw: Mashborne Dep:ty Govern:r Will: Marsden. 3.d in Coun:cell Daniel Griffith. 4.th in Coun:cell Mathew Bazett. 5.th in Coun:cell In Answer to M:rs Hoskison Request Last Councill day, That she might possess Young Bowmans Land, and have the provisions on Frenches Land. We Say We have granted as by Last Consultation may appear, to the Said M:rs Hoskison, Thirty Acres, and Dwelling on Old Bowmans Land, provisions on Young Bowmans, and provisions on Cap:tn Goodwin Ten Acres of Land, And do think her Desires to be Unreasonable. And what We have already Allowed to be Sufficient for her and a great Favour. Ordered That the Storekeeper do Look back into all the Store and Revenue Bookes, and Examine into all George Hoskisons Debts, and Accounts that is due to Our Hon:[b]l[e] Masters, and Report the Same to Governour and Councill that he may be dealt with According to his Demeritts. And that M:r Griffith be Appointed to draw up a Charge against him of all Debts, Due, and Demands, Crimes and Misdemean- ors. &c. **Margin Notes:** Order'd M:r Bazett be Sworn fifth in Councell [...] M:rs Hoskisons Demands [...] being two Unreasonable	The council ordered that Matthew Bazett be appointed fifth in council. He was to take his place and be sworn accordingly, at the customary salary attached to the position. Signed: John Roberts, Edward Mashborne, William Marsden, Daniel Griffith. Island of St Helena. At a consultation held on Thursday 19 January 1710, at the United Castle in James Valley. Present: John Roberts Esquire, Governor; Edward Mashborne, Deputy Governor; William Marsden, third in council; Daniel Griffith, fourth in council; Matthew Bazett, fifth in council. In answer to Mrs Hoskison's request at the previous council day, that she might possess Young Bowman's land and have the provisions on French's land, the council confirmed the position taken at the previous consultation. The council had granted her 30 acres of land, dwelling on Old Bowman's land, the provisions on Young Bowman's land and the provisions on the 10 acres of Captain Goodwin. The further requests were judged unreasonable. What the council had already allowed was sufficient and represented a substantial favour. The council ordered that the storekeeper examine all the store and revenue books, and review all the debts and accounts due from George Hoskison to the Honourable Masters. The storekeeper was to report his findings to the Governor and council, so that Hoskison might be dealt with according to his deserts. The council further ordered that Griffith draw up a charge against Hoskison, covering all debts, demands, crimes and misdemeanours. **Interpretations** The first appearance of Matthew Bazett among the named members of the council marks the operational implementation of his appointment as fifth-in-council. The institutional process required his swearing-in before

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		She is not to have Young Bowmans nor Frenches Lands The Store Keep[er] to examine into y:e Revenue books of y:e Co Hoskisons Debts &c. due M:r Griffith to draw up a Charge against him	he could take his place, and the present consultation confirms that the procedure had been completed in the twelve days since the resolution of 7 January 1710. The council now operates at its full complement of five members under the new establishment: Roberts as Governor, Mashborne as Deputy Governor, Marsden as third, Griffith as fourth and Bazett as fifth. The restructuring begun on 26 December 1709 with the response to Goodwin's death is therefore complete. The order for the storekeeper to examine all the store and revenue books for Hoskison's debts and accounts extends the council's investigation beyond the land seizure into the financial relationship between Hoskison and the proprietors. The investigation is to cover both the store accounts, which record his purchases and unpaid balances at the store, and the revenue accounts, which record his rents, commonage and other periodic payments. The institutional consequence is that the council intends to assemble a complete financial picture of Hoskison's standing before determining the further measures to be taken. The pattern resembles the working approach taken with Alexander, in which the documentary record was systematically reviewed to identify the full scope of the offender's failures. The appointment of Griffith to draw up a charge against Hoskison combines his new role as Attorney General with his earlier compilation work. The charge would set out all of Hoskison's debts, demands, crimes and misdemeanours in a single document for council consideration. The institutional purpose of the charge is to consolidate the case against him into a form suitable for formal proceedings, whether before the council or for transmission to London. The procedural form parallels Roberts's preparation of the case against Alexander, in which the various elements of misconduct were assembled into a structured indictment before being laid before the council. **Speculations** The pairing of the storekeeper's financial examination with Griffith's disciplinary charge creates a dual record of Hoskison's failures that could be deployed in multiple settings. The financial record could support debt recovery proceedings, including against any of his remaining assets on the island or any property attributable to him in England. The disciplinary charge could support proceedings before the proprietors for the formal disqualification of Hoskison from any future standing in the Company's service. The institutional design of the dual record gives the council the flexibility to pursue whichever course the eventual circumstances favoured, with the documentary foundation prepared for either or both.
36	36	Likewise Ordered That Cap:tn Edward Mashborne Do See that all the Land & Plantation[s] of the Said Hoskison Seized for the Hon:[b]l[e] Companys Use be Cleared of all his Cattle &c. and that Care be taken of it, to prevent Trespasses and Damages. Thus farr hath bin Coppyed and Sent home by the Shipp Northumberland who Saild the. 25.th January. 17 09/10. Jn:o Roberts Edw:d Mashborne W:m Marsden Daniel Griffith Mathew Bazett Island St: Helena At a Consultation held on Tuesday the. 7.th day of March. 17 09/10. At the United Castle in James Valley. Pres. Jn:o Roberts Esq:r Governour Edw: Mashborne Dep:ty Govern:r W:m Marsden. 3.d in Councill Daniel Griffith. 4.th in Coun:cell Mathew Bazett. 5.th in Coun:cell Richard Alexander presented a Petition, Setting forth that on the first Instant, he made publick Sale of all his	The council also ordered that Captain Edward Mashborne see to it that all the lands and plantations seized from Hoskison for the use of the Honourable Company be cleared of his cattle and other livestock. Care was to be taken to prevent trespasses and damage on the seized lands. Thus far had been copied and sent home by the ship *Northumberland*, which sailed on 25 January 1710. Signed: John Roberts, Edward Mashborne, William Marsden, Daniel Griffith, Matthew Bazett. Island of St Helena. At a consultation held on Tuesday 7 March 1710, at the United Castle in James Valley. Present: John Roberts Esquire, Governor; Edward Mashborne, Deputy Governor; William Marsden, third in council; Daniel Griffith, fourth in council; Matthew Bazett, fifth in council. Richard Alexander presented a petition to the council. On 1 March 1710 he had held a public sale of all his goods and chattels, in order to leave the island by

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		Goods and Chattles In Order to part the Island Next Outward bound Shipp According to an Order of Councill of the. 13.th December Last, and that he had Disposed of all Except One Black Man, Eighteen head of Cattle, Turkeys, Ducks and Fowles, which people being Overstocked with, could not Set off, for want of an Opportunity of Shipping to Sell them, where- fore prayed the Hon:[b]l[e] Company would buy the Particulars Remaining at Such Rates, and prices, as Others Sell at, or Else to be Vallued by Two Indifferent Men. Cap:tn Mashborne Saith that being Ordered by the Governour to be at the Sale, and to buy what he Could Reasonable that he might have No pretence to Stay, but when he came there Supposed it to be a Sham Sale for he Set up his Cattle altogether that no body Could pretend to bid for them but himself, for our Hon:[b]l[e] Masters Use, and at much higher **Margin Notes:** Cap:tn Mashborne to Clear Lands late Hoskisons of all Cattle & other trespasses Rich: Alexanders Petition Selling Such his Goods Cattle [...] his Goods Cattle Fowles and as he is in want prays y:e Comp:a buy y:e remainders Cap:tn Mashborne supposes y:e said Sale to be a Sham Sale	the next outward-bound ship in accordance with the order of council of 13 December 1709. He had disposed of all his property except one black man, 18 head of cattle, turkeys, ducks and fowls. The remaining items could not be sold, since the inhabitants of the island were already overstocked and there was no shipping available to take them off. He prayed that the Honourable Company would buy the remaining items, either at the rates at which others sold their goods or at a price set by two indifferent men. Captain Mashborne reported that Roberts had ordered him to attend the sale and to buy what he reasonably could, so that Alexander would have no pretence to remain on the island. When Mashborne arrived, he had concluded that the sale was a sham. Alexander had set up his cattle together as a single lot, so that no other bidder could compete against Mashborne acting for the Honourable Company. The cattle had been offered at much **Interpretations** The dispatch of the consultation records to London by the *Northumberland* on 25 January 1710 identifies the procedural mechanism by which the council's reformed proceedings reached the proprietors. The reference to "thus farr hath bin Coppyed and Sent home" indicates that the consultation book was being copied in fair form for transmission to London on a rolling basis, with the dispatch by the *Northumberland* representing the latest tranche of finished material. The institutional logic is that the proprietors were receiving the full record of the council's recent business, including the Alexander dismissal, the Edwards expulsion, the Goodwin death and reorganisation, the Hoskison forfeiture and the Bazett appointment. The mechanism gives the London-side proprietors a comprehensive view of the council's renewed enforcement programme. The procedural strategy behind Alexander's sham sale operates on the asymmetry between the council and any other potential bidder. The Honourable Company, through Mashborne, had a defined budget and a defined institutional purpose for any purchase. Individual inhabitants, by contrast, would have personal limits on the size of any single transaction. By aggregating 18 head of cattle into a single lot, Alexander forced any successful bidder to commit to a substantial transaction, eliminating the smaller inhabitants from the bidding and effectively limiting the field to the Company. The institutional consequence is that the Company would be obliged either to purchase the lot at whatever price Alexander demanded or to refuse, in which case Alexander could claim that the goods were unsaleable and seek special treatment. The petition's request that the Honourable Company buy the remaining items at the rates at which others sold their goods, or alternatively at a price set by two indifferent men, presents the council with a procedural dilemma. The first option imports the market rate, which the sham sale had been arranged to obscure. The second option introduces an independent valuation, which Alexander could argue should accept the high prices established at the sham sale as the market reference. The institutional structure of the petition therefore allows Alexander to pursue his preferred outcome under either procedural form, with the sham sale serving as the foundation for both. **Speculations** The pattern of Richard Alexander's manoeuvres around his departure, taken together with John Alexander's earlier efforts to extract commercial advantage from his own dismissal, indicates that the Alexander brothers were operating within a shared procedural strategy. Both brothers had attempted to convert disciplinary processes into opportunities for commercial gain, using procedural mechanisms

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			designed for other purposes. The institutional implication is that the council's enforcement programme had to anticipate not only the immediate offence but also the ancillary manoeuvres by which offenders sought to extract value from their own disposition. The Alexander cases together provide the council with a working template for the kind of secondary strategies it must guard against in future proceedings.
37	37	higher Rates, then most people Said they were worth, or are Commonly Sold at. M:r Bazett Saith that he being at the publick Sale aforesaid Desired the Said Alexander to put up a Single Cow, and he would bid for her, which he Re- fused pretending he would not part with her, And that it was the Oddest Sort of an Outcry that he had Ever Seen upon the place, So Says most of the people of the Island. It is Ordered That the Petitioner be Answered as followeth. That he did desire to goe off with his Family the 13.th December Last past, and that We doubt not, but he Sence well Enough what to doe with his goods before he asked Leave, And if not It is out of Our Care from the day We gave him Leave, Nor Can he have the Benefit and priviledges of the Planters of the Island, being Declared None. Neverthelesse the Governour was Intent to buy Some of his Cattle, and to Assist him in the Selling of his goods, If he had not gone about to truck us, with his Sham Sale &c. Where at the Same time he publickly Said he Could not give away his goods, Nor Could not go off without Selling them. The Said Alexander Says Severall Men told him that his Cattle where put up too Cheap, And Cap:tn Mashborne Inform'd the Governour that Severall People told him that the Cattle were put up too deep, And the Governour Offer'd that if he Could Name One of the Men that told him his Cattle were put up too Cheap he would buy them and give him a full Vallue of what two Indifferent Men Should Judge them worth, Or more, but he Could not Mention, Nor Name One Man that Said So, and therefore was dismist and Order'd to prepare himself & Family to go off the Next Outward bound Shipp, According to his Request of the 13.th December Last, Altho' he Calls it an Order of Councell in his Petition, and pretends he Never asked Leave to go, and if he had a minde to See of[f] he would have preferred a Petition to that pourpose, which We Look upon to be very Impudent that he Should Assert before us, that he Never asked Leave to go off. Ordered That M:r Bazett go to Morrow and bring a Report to the Governour and Councell what damages is done to the house, ground, &c. and that the Said Alexander do Remove off the Hon:[b]l[e] Companys Land, House, &c. whereon he dwells by Saturday Next the. 11.th Instant, as he will Answer to the Contrary for his Contempt. **Margin Notes:** M:r Bazetts & others Complaint against this pretended Out Cry Order'd that the Petition[er] be answered &c. Rich: Alexanders weak and frevelous excuses Order'd M:r Bazett to Report to y:e Gov:r & Council y:e damages done to y:e Houses and Ground by y:e S:d Alexander do leave y:e Sale Said House &c. next Satter-day y:e 11. instant	The cattle had been offered at much higher rates than most inhabitants said they were worth, or than were commonly paid in ordinary sales. Matthew Bazett also reported on the sale. He had been present and had asked Alexander to put up a single cow for sale, offering to bid for her separately. Alexander had refused, pretending that he did not wish to part with her on those terms. Bazett described the event as the oddest sort of public sale he had ever seen, and reported that most of the inhabitants of the island shared that view. The council ordered the following answer to be given to the petitioner. Alexander had requested permission to leave the island with his family on 13 December 1709. The council had no doubt that he had a clear plan for the disposal of his goods before he asked for that permission. If he had not, the matter had ceased to concern the council from the day his request was granted. He could not now claim the benefit and privileges of an established planter, since he had been formally declared no longer a planter on the island. Despite this, Roberts had been willing to buy some of his cattle and to assist him in the disposal of his goods. That willingness had been frustrated by Alexander's attempt to deceive the council with the sham sale, particularly in light of his public statements at the sale itself that he could not give his goods away and could not leave the island without selling them. Alexander told the council that several men had said his cattle had been put up too cheap. Mashborne reported, by contrast, that several people had told him the cattle had been put up too dear. Roberts offered that if Alexander could name one of the men who had said the cattle were put up too cheap, the council would buy them and pay him the full value, or more, of whatever two indifferent men judged them to be worth. Alexander could not name a single inhabitant who had said so. Alexander was therefore dismissed and ordered to prepare himself and his family to leave by the next outward-bound ship, in accordance with his own request of 13 December 1709. The council noted with displeasure that he had referred in his petition to that decision as an order of council, and had pretended that he had never asked permission to leave, claiming that if he had wished to go he would have submitted a petition to that effect. The council considered it impudent of him to assert in their presence that he had never asked for permission. The council further ordered that Bazett go the following day to the property recently occupied by Alexander, and report to the Governor and council on any damage done to the house, ground and other improvements. Alexander was required to remove himself from the Honourable Company's land and house by Saturday 11 March 1710, on pain of answering for any further contempt. **Interpretations** Bazett's testimony about the single cow operates as direct evidence of the manipulation underlying the sham sale. By asking Alexander to put up a single cow and offering to bid for her, Bazett tested the proposition that the sale was a genuine public auction. Alexander's

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			refusal demonstrated that the bundling of the cattle was deliberate, not an accidental feature of the sale arrangement. The institutional consequence is that the council now had specific evidentiary testimony, from a member of the council itself, that the sale had been arranged to exclude competitive bidding. The evidence supports Mashborne's broader characterisation of the sale as a sham, and provides a particular incident on which the council's response can rest. The opposing reports of Alexander and Mashborne on what inhabitants said about the cattle prices provide a procedural test of the petitioner's credibility. Mashborne reported that several people told him the cattle were too dear; Alexander reported that several men told him they were too cheap. The institutional procedural mechanism, of requiring Alexander to name one of the men who had supported his account, places the burden of proof on the petitioner. The institutional consequence of his inability to name a single supporter is that his account collapses on its own evidentiary terms, without requiring the council to make any independent judgement on the underlying market value of the cattle. The offer to buy the cattle at the full value, or more, set by two indifferent men, on condition that Alexander name a supporter of his account, exposes the contrast between the procedural form and the substantive request. Alexander had asked in his petition for either the going market rate or a valuation by two indifferent men. The council's offer combines both elements, with the indifferent valuation supplied on the condition that the petitioner produce at least one witness for his factual claim. The institutional consequence is that the council was not unwilling to settle the matter on independent terms, but required some evidentiary foundation from the petitioner before doing so. Alexander's inability to produce the foundation defeats the procedural device. **Speculations** The substantive failure of Alexander's denial that he had requested permission to leave indicates a particular weakness in his procedural strategy. The petition itself had referred to an order of council of 13 December 1709 as the basis for his disposal of his goods. The council's record of that consultation showed his voluntary request as the trigger for the order. By denying that he had ever asked for permission, Alexander effectively contradicted his own petition, leaving the council to choose which version to accept. The institutional consequence is that the council accepts the version supported by its own consultation record, with Alexander's inconsistent denial damaging his credibility as a witness to his own conduct.
38	38	Thomas Southen Serjeant Petitioned that he might Change Ten Acres of the Hon:[b]l[e] Companys Land, Lyeing at Lemon Valley, here for which he Says he paid Rent Severall Years, and Never made Use of it, for the Land Known by the Name of Sextons Land Now belonging to the Hon:[b]l[e] Company. Such Chopping and Changing of Land has been the Ruin of this Island in Generall, for as they have taken pieces and parcells of Land as Appears by the Councill books, and when that was Ruind and Spoyld then they have Chopped and Changed that again and So they have gone on with it till the Island is brought to that pass, as it is at this present, that Should the Law of planting of Wood prove abortive, the Island in Twenty Years time will be Utterly Ruind for want of Wood, for No Man upon S:t Helena Can Say that there is One Tree on the great Wood, or other woods Less then Twenty Years Old, Consequently it will dye with Age, therefore it behooves us to Keep what Land We have, and get what Land We Can in Our hands to Improve the Same.	Thomas Southen, a serjeant, presented a petition to exchange 10 acres of the Honourable Company's land lying at Lemon Valley for which he had paid rent for several years without making any use of it. He proposed to take in exchange the land known by the name of Sexton's land, now belonging to the Honourable Company. The council observed that this practice of chopping and changing land had been the principal cause of the island's ruin in general. Inhabitants had taken pieces and parcels of land, as the council books showed, and when those had been worn out and spoiled, they had exchanged them for fresh land, continuing the practice until the island had reached its present state. If the law on the planting of wood should prove ineffective, the island would be wholly ruined for lack of wood within 20 years. No man on St Helena could point to a single tree in the Great Wood, or in any of the other woods, less than 20 years old. The trees would all die of age within a generation. The council was therefore bound to

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		Wherefore Resolved. That no more of the Hon:[b]l[e] Companys Land be Let, or Exchanged, and that the Petitioner be Called in, and this Resolution be given him as an Answer. Madam Frances Goodwin Widow brought this day, her Deceased Husband Cap:tn Thomas Goodwin Last Will and Testament In Order of having the Same proved which was Accordingly done Received and Approved off. Ordered. That the Same be Registered in the book of Wills, and Attested to be a true Coppy and the Originall to be Returned to her again. Sunday Last being the. 5.th Instant, a Shipp Came in with Deanish Collours, and being past Bankses bore off from the Land as tho' She designed for the Sea again upon which the Officer at Bankses through a Shott Cross his fore foot, and then Immediately the Shipp Stood in and Anchord in Ruperts bays and Sent her Boate to Bankses, and gave an Account the Shipp was Frederick the Fourth a Dean belonging to the Deanish Company, upon Return of her Boate they weighed there Anchor, and Stood away to Sea, and after She was out of Gun Shott, She Sent her Boate ashoar to the Castle with a Letter to the Governour Signed Thomas Pitt, who Says he was Dismist the Companys Servic[e] the 11.th 7:ber [Septem:br] Last, which Orders Came Out in the Shipp Heathcote, who Arrived that day at Maddrass, the **Margin Notes:** Tho: Southen Serj:t Petitions to exchange 10 Acres of Land No Chopping nor Changing Lands allow'd any more [...] [...] no more of y:e Comp:s Lands be Let or Exchang'd That T: Goodwins came to prove her Husband Will Order'd y:e same be Registred &c. Attested A Dean Shipp:e Cap:tn Pitt pretending to belong to y:e Deanish Comp:y Charles Frederick the. 4.th	retain whatever land it now held, and to recover what land it could into its own hands for improvement. The council resolved that no more of the Honourable Company's land was to be let or exchanged. The petitioner was to be called in and given the resolution as the answer to his request. Madam Frances Goodwin, widow, brought the last will and testament of her deceased husband Captain Thomas Goodwin to the council for proof. The will was proved, received and approved. The council ordered that the will be registered in the book of wills and attested as a true copy. The original was to be returned to the widow. The council then recorded the events of the previous Sunday, 5 March 1710. A ship had come into the road under Danish colours. Having passed Bank's battery, she bore off from the land as though intending to return to sea. The officer at Bank's fired a shot across her forefoot, on which the ship immediately stood in and anchored in Rupert's Bay. She sent her boat to Bank's and reported that she was the *Frederick the Fourth*, a Danish ship belonging to the Danish Company. On the return of her boat she weighed her anchor and stood off to sea. Once she was out of gunshot, she sent her boat ashore to the castle with a letter addressed to the Governor. The letter was signed Thomas Pitt, who said that he had been dismissed from the Company's service on 11 September 1709, the order having come out by the ship *Heathcote*, which had arrived that day at Madras. The **Interpretations** The institutional concept of "chopping and changing" identifies a long-standing problem in the island's land tenure pattern. The practice operated as a serial process by which inhabitants moved their cultivation from one parcel to another as each in turn was exhausted. The institutional weakness of the chopping and changing approach is that it preserved the appearance of continuous cultivation while in fact spreading soil exhaustion across the entire island. By moving on whenever a parcel was worn out, inhabitants externalised the cost of soil depletion onto the next parcel, without making the investment in recovery that sustained cultivation required. The cumulative consequence is the general decay observed by Roberts at the consultation of 7 March 1710 on Gurling's refusal of the Bowman's land. The Southen petition follows the established pattern by which inhabitants had abandoned worn-out parcels for fresh land. Southen had held 10 acres at Lemon Valley for several years without using them. He now proposed to exchange those for Sexton's land, which was unworked and presumably more productive. The institutional consequence of granting the exchange would be to release the worn-out parcel into the council's hands while transferring the productive parcel into Southen's, without any cost to him for the improvement of either. The institutional logic of refusing the exchange is that the council needs both parcels of land in its own hands: the worn-out one for restoration, the productive one for redistribution to a tenant who will commit to its improvement. The signature of Thomas Pitt on the letter from the Danish ship identifies a particular figure in the English East India Company's recent history. Thomas Pitt had served as Governor of Madras from 1698 to 1709, and his dismissal from the Company's service on 11 September 1709, conveyed by the *Heathcote* and reported in the present letter, marks the end of his Indian career. The institutional consequence of his presence on a Danish ship indicates that he had embarked on the *Frederick the Fourth* for his return passage to England after his dismissal, taking advantage of a foreign

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			Company ship rather than an English Company ship presumably out of consideration for the circumstances of his departure. **Speculations** The reference to the soil-depletion problem operating on a 20-year horizon for the forest cover provides a specific time frame within which the council's land policy must operate. The institutional implication is that the council was working against a defined ecological deadline, with the consequences of inaction calculable in terms of generational forest mortality. The framing of the policy decision in these terms, rather than in immediate administrative terms, indicates that the council was beginning to think in strategic environmental terms about the island's long-term productive capacity. The pattern is consistent with the wider planting and fencing campaign and with the move toward systematic land measurement and title settlement.
39	39	Next day he says he Surrendred his Government to M:r Addison who dyed the. 17.th 8:ber [Octo:br] following, and he Came from thence the. 26.th Ditto, and Arrived at the Cape the. 16. January, and finding this Shipp Frederick the fourth belonging to the Danes he Embarked upon her, for the more Safety and Quickest passage, and only Called here for News, and for what they bring Referrs us to the Messenger M:r Fenick, by the Cautious way of Working We were very Dubious of her, and what was more Surprising they did not know the Governours Name, besides if M:r Pitt was a board he must Needs know the Companys Order that Shipps must Send their Boats in here, and what was further to be Considered the Messenger Said No body knew the Road, and M:r Pitt had not been here this Forty Years, the Governour Returned an Answer to the Letter with attendance persuasion to Come into the Road, and persuaded him if they Stood upon that Tack all Night they might Come in Next Morning bid him be bold with the Shoar, and Come Close in, being Resolved that if We Could have got them within Our Cannon Reach they Should have given us a better Account of themselves, but they went away in the Night, and the Next Morning they were got So farr to the Leeward of the Island, that We Could but just See them from the Topp of our high hills, they told us that there were. 4. French Men of Warr, at the Mauratiti[e]s, and Three French Men of Warr, on the East Indies, and if So, We Expect to be Attackt very Speedily, if We had a Store Shipp, We would Soon make provision against them, by planting of Guns here and there to Secure all Landing places, but what is Our great Misfortune if We had Guns to Spare We have No Roapes to Sling them, and hardly Roap Sufficient to Moar our Boates. Plank & Severall Other Necessarys being much Wanted. Ordered That an Advertisement be Issued out for the Inhabitants to bring an Account of Familyes Land and Cattle and to give Notice of a Generall Reckoning as followeth. Island S:t Helena By the Governour and Councill An Advertisement. These are to Will and Require all the Inhabitants of the Said Island to bring an Account of their Familyes Land and Cattle under their Own Respective hands into the Clarks Office between this and the. 20.th day of this Instant. And Notice that there will be a Reckoning, with the Garrison the. 23. and with the Freemen the. 27. being tho Monday following. **Margin Notes:** Deane Shipp Order'd an Acco:t of Land Familyes & Cattle to be brought in & notice of a generall reckoning	Pitt's letter continued. He stated that on the day after his dismissal he had surrendered the government of Madras to Mr Addison, who died on 17 October 1709. Pitt himself had left Madras on 26 October 1709 and arrived at the Cape of Good Hope on 16 January 1710. At the Cape he found the *Frederick the Fourth* of the Danish Company, and embarked aboard her for safety and a speedier passage. He had called at St Helena only for news. For the news the *Frederick the Fourth* herself carried, he referred the council to the bearer of the letter, a Mr Fenick. The council was suspicious of the ship's cautious manner of working. Several features added to the doubt. The messenger did not know the Governor's name. If Pitt had been aboard, he must have known the Company's standing order that ships in the road were required to send their boats ashore. The messenger said that no one aboard knew the road, and Pitt himself had not been at the island for 40 years. Roberts returned an answer to the letter, pressing the ship to come into the road. He suggested that if she stood upon her current tack overnight, she could enter the next morning. He encouraged her to keep bold with the shore and to come in close. The council was resolved that, if the ship could be brought within cannon range, those aboard would be required to give a better account of themselves. The ship instead departed during the night. By the next morning she was so far to leeward of the island that she could only just be seen from the tops of the highest hills. The visitors had given the council the following intelligence on the war situation in the Indian Ocean. Four French men-of-war were at the Mauritius. A further three French men-of-war were in the East Indies. If the report was true, the council expected the island to be attacked very shortly. The council recorded the practical difficulties standing in the way of effective defensive preparations. With a store ship, the council could quickly provide for the defence by planting guns at the various landing places. The great misfortune of the moment was that, even if there were guns available to be moved, the council had no ropes to sling them. Rope was so scarce that there was barely enough to moor the boats. Plank and several other necessaries were also much wanted. The council ordered that an advertisement be issued for the inhabitants to bring in an account of their families, land and cattle, and to give notice of a general reckoning. The advertisement ran as follows. Island of St Helena. By the Governor and council. An advertisement. All inhabitants of the island were required to bring an account of their families, land and cattle, under their own respective hands, into the Clerk's Office between

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		An acc:o of Familyes Land and Cattle to be brought in and a Reckoning with y:e garrison.	the present date and 20 March 1710. Notice was further given that a reckoning would be held with the garrison on 23 March 1710 and with the freemen on 27 March 1710, being the Monday following. **Interpretations** The pattern of suspicious indicators in the *Frederick the Fourth*'s approach identifies the council's working method for assessing visiting vessels. The institutional indicators relied upon were the ship's manoeuvring (the cautious working, the bearing off from the land), the boat party's knowledge (whether the messenger could name the Governor or identify Pitt's previous association with the island), and adherence to Company protocols (whether the ship complied with the standing order to send her boat ashore). The combination of these tests provided a working assessment of whether the ship was what she claimed to be. The pattern of failures in the *Frederick the Fourth*'s presentation across all three categories produced a structurally suspicious profile that the council was unwilling to take at face value. The intelligence of four French men-of-war at the Mauritius and three in the East Indies, supplied by the Danish vessel, identifies the strategic naval situation in the Indian Ocean during the War of the Spanish Succession. The Mauritius, then a French possession known as the Île de France, served as a base for French naval activity in the Indian Ocean. A concentration of four French men-of-war at the Mauritius represented a substantial force capable of attacking English shipping or English possessions in the region. The institutional consequence for St Helena, as the principal English watering and provisioning station between the Cape and Europe, is that the island was within the operational range of the French naval force and constituted a high-value target. The reference to the lack of rope and plank identifies a specific operational constraint on the island's defensive preparations. Rope was needed to sling guns into position at the various landing places, since the working pieces of artillery would have to be moved from their existing emplacements and set up on improvised mountings at the threatened beaches. Plank was needed for gun platforms, defensive obstacles and other works of fortification. The absence of these materials in working quantity meant that the council could not act on its defensive plans even where it had the guns and the labour. The institutional consequence is that the island's defensive capacity was constrained not by men or guns but by the materials needed to deploy them. **Speculations** The constraint of inadequate rope and plank, despite the substantial volume of imported supplies that the storekeeper's monthly accounts had recorded over recent months, suggests a particular pattern in the proprietors' procurement priorities. The accounts had shown substantial supplies of textiles, spirits, sugar and other commercial commodities, but had not shown the bulk supplies of naval cordage and timber that the defensive preparation would have required. The institutional implication is that the proprietors' procurement was oriented toward the commercial life of the island rather than toward its defensive needs, with the consequence that the council could not deploy its defensive resources fully even when the immediate need arose. The pattern suggests that the council's strategic concerns about the island's preparation differed from the proprietors' procurement priorities, and that the routine supplies arriving from London did not address the principal defensive vulnerabilities.
40	40	And that all persons do Give an Account to Cap:tn Edw:d Mashborne of what Cattle they Turn upon the	All inhabitants were required to give an account to Captain Edward Mashborne of what cattle they turned

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		Comon for the Year Ensuing at the time they So elect, Whereof None are to faile as they will Answer the Contrary. Dated at the United Castle in James Valley this 7.th day of March 17 09/10. Signd by Order of Governour and Councill Thomas Free Clk Councill The Governour Says, that there is about Fifty Acres of Land upon Bowmans Lately Seized, Forty Five of which was Let by George Hoskison, to Richard Gurling, but there being No house Nor Residence upon the Same, and Richard Gurling having of his Own Land Ten Acres, and no house nor habitation for himself upon that, and being Accounted a Knowing planter, the Governor made him an Offer of this Fifty Acres for Twenty One Years, provided he would build a house upon the Same of two Rooms of a Floor, and Two Story high, and bid him take a fortnights time to Consider of it, which he did, and Returnd me Answer, that that Ground would not Maintain him and his Family, altho' he has but a Wife, and two Children, his Reason was that there was but Litle, or no Wood upon it, and the Yam ground Worn out, and he Ordered Richard Gurling to Come down this day to tell the Councill the Same Story as he had told him. Accordingly he was Called in. & Repeated the Same to the Councill Wherefore Ordered That he be a Tenant at Will paying the Same Revenue to us as he did to George Hoskison for the Forty Five Acres for pasture for his Cattle. The Governour Says this is a plain demonstration of the decay of this Island, for if he is Rightly Informed, as he thinks he is, with Ten Acres more, their Lived Three Familys that now wont Maintain One, altho' its in the very heart of the Countrey. The Storekeeper brought in the two Months Account from the 25.th of December. 1709. to the 25.th February. 17 09/10. **Margin Notes:** A propos all by y:e Gov:r to M:r Gurling about taking a Lease for 21 Years of young Bowmans 45 Acres and to build a House or y:e same Rich: Gurling call'd in his Answer Order'd y:t Gurling be Continued Ten:t at Will The Gov:rs Sad opinion of y:e decay of Land The Store Keep:r brings in his Acc:os	upon the common for the coming year, at the time of their election. None were to fail in this on pain of answering the contrary. Dated at the United Castle in James Valley, 7 March 1710. Signed by order of the Governor and council: Thomas Free, Clerk of the Council. Roberts reported on a particular parcel of land within the Hoskison forfeiture. About 50 acres on the Bowman estate had recently been seized. Of these, 45 had been let by Hoskison to Richard Gurling. The parcel contained no house and no residence. Gurling held 10 acres of his own land elsewhere, on which he had no house or habitation for himself either. He was generally considered a knowing planter. Roberts had offered Gurling the 50 acres on a 21-year lease, on condition that he build a house on it of two rooms on a floor and two storeys high. Gurling had been given a fortnight to consider the offer. He returned to Roberts with the answer that the ground would not maintain him and his family, although his household consisted only of his wife and two children. His reason was that there was little or no wood upon the land and that the yam ground was worn out. Roberts had then directed Gurling to come down to the council and to give the same account in person. Gurling was called in and repeated the same account to the council. The council ordered that Gurling be retained as a tenant at will on the 45 acres, paying to the council the same revenue that he had previously paid to Hoskison for the use of the land as pasture for his cattle. Roberts observed that the case provided a clear demonstration of the decay of the island. If he was rightly informed, as he believed he was, three families had previously lived on the 45 acres together with 10 acres more, on land that would now not maintain one family. The land in question lay in the very heart of the country. The storekeeper then brought in the account for the two months from 25 December 1709 to 25 February 1710. **Interpretations** The 21-year lease offered to Gurling for the Bowman's land represents the application of the new title procedure announced on 13 December 1709. The procedure offered new tenants secure tenure on condition of fencing, planting and proper occupation, with the council allocating the land and the tenant providing the working investment. The specific requirement that Gurling build a house of two rooms on a floor and two storeys high indicates the council's standard for a proper residence. The institutional logic of the conditional lease tied the security of tenure to the physical establishment of the population requirement under the settlement statutes recited at the consultation of 7 January 1710. Gurling's refusal of the lease, on the ground that the land could not maintain his small family, identifies the practical limit of the council's redistribution power. The council could allocate the land and require the building of a house, but could not compel a working planter to take up tenure on land that would not support his household. The institutional consequence is that the redistribution programme depended on the availability of viable agricultural land, and that the council's allocations could only succeed where the underlying productivity of the soil was sufficient for sustained occupation. Gurling's account of wood depletion and worn yam ground identifies the specific agricultural failures that rendered the land unsuitable. Roberts's observation about the decay of the island, with three families having previously occupied land that would now not maintain one, identifies a structural

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			pattern of land degradation. The reference to "the very heart of the country" indicates that the affected land was not at the periphery but in the central, traditionally most productive area. The institutional implication is that the decay was widespread rather than localised, and that the council was confronting a general decline in the island's agricultural capacity rather than a problem confined to particular marginal parcels. The reference to three families on 55 acres providing only a fraction of the previous capacity establishes a numerical measure of the decline. **Speculations** Roberts's observation about the decay of the island, presented as a personal reflection on Gurling's refusal, points to a wider strategic concern that informed the council's land policy. The depletion of central lands meant that the proprietors' settlement programme could not simply redistribute the existing holdings to new occupiers, since the underlying productivity of the land had declined to the point where the same acreage no longer supported the population it once had. The institutional implication is that the council's recovery of land through forfeiture, while procedurally effective, would not by itself restore the island's settlement complement. The decay of the soil set an upper bound on the council's redistribution programme, and the achievement of the settlement requirements would depend on the restoration of agricultural productivity as well as the reallocation of titles.
41	41	An Account of Goods Sold, and Delivered the Inhabitants from Decem:[ber] the 25.th 1709. Exclusive to January 25.th following Inclusive Vizt. Nailes Vizt. £: s: d 2. 11 ½. at. 11 p:r [...] - - - - - - 0: 10: 6½ 4. 13. at 10½ - - - - - - 0: 11: 4½ 6. 19 - - - 9 - - - - - - 0: 14: 3 50. 20 - - - 7½ - - - - - - 0: 12: 6 20. 31 - - - 7 - - - - - - 0: 18: 1 30. 20 - - - 6 - - - - - - 0: 10: 0 Haberdashery Ware - - - - - - - 4: 6: 9 Iron Mongers Ware - - - - - - - 2: 5: 10¼ Shoes - - - - - - - - - - - - 2: 8: 9 Tin Ware - - - - - - - - - - 2: 12: 1 Stationary Ware - - - - - - - - 3: 3 Iron Spotts. 9 of 73 - - - - - - - 1: 16: 6 Naval and Garrison Stores - - - - 5: 8 Brasiers Ware - - - - - - - - - 4: 6 Hosiers Ware - - - - - - - - - 7: 4 Hatts - - - - - - - - - - - - 3: 1: 3 Woollen Goods - - - - - - - - 16: 14: - Cutlery Ware - - - - - - - - - 17: - Tobacco 200. at. 2:s - - - - - - 20: - Tobacco pipes. 15½ Dozen - - - - 7: 9 Soap. 6 - - - - - - - - - - - - 3: - Bengall at 6:s p:r [...] - - - - - - - 18: - Provisions. 50. Flower at 2½ p:r [...] - 10: 5 Salt. 2 7/8 Bushells. at 6:s p:r Bushell - 17: 3 Indian Silk. 7 ½ O:z. at. 2:6 p:r O:z - - 18: 9 Arrack Batavia 3½ Gall: at 10:s p:r Gall - 1: 15: - Wine Cyer. 3 q:ts - - - - - - - - 6 Romalls. 34. at 15 p:r p:c[e] - - - - - 2: 2: 6 Sugar. 230. at 8 p:r [...] - - - - - 7: 13: 4 Shift Cloth - - - - - - - - - - 17: - Shift Chent - - - - - - - - - - 10: - Sugar Candy. 47 - - - - - - - - 2: 7: - Beefe and Suet 4 Puncheons Beefe - 44: 16: - Hatts out of the Swallow - - - - - 5: - 127: 5: 7½ Generall Table D:r Glass Ware 2 Large Beer Glasses - - 2: 8 Shoes. 1 payr - - - - - - - - - 5: - Stationary Ware - - - - - - - - 4: 9	An account of goods sold and delivered to the inhabitants out of the Honourable Company's stores from 25 December 1709 exclusive to 25 January 1710 inclusive. Nails, 2-penny 11½ pounds at 11d £0 10s 6½d Nails, 4-penny 13 pounds at 10½d £0 11s 4½d Nails, 6-penny 19 pounds at 9d £0 14s 3d Nails, 50-penny 20 pounds at 7½d (manuscript figure unclear at penny-size; recorded sum taken as controlling) £0 12s 6d Nails, 20-penny 31 pounds at 7d £0 18s 1d Nails, 30-penny 20 pounds at 6d £0 10s 0d Haberdashery ware £4 6s 9d Ironmongers' ware £2 5s 10¼d Shoes £2 8s 9d Tin ware £2 12s 1d Stationery ware £0 3s 3d Iron pots 9 of 73 pounds £1 16s 6d Naval and garrison stores £0 5s 8d Brasiers' ware £0 4s 6d Hosiers' ware £0 7s 4d Hats £3 1s 3d Woollen goods £16 14s 0d Cutlery ware £0 17s 0d Tobacco 200 pounds at 2s £20 0s 0d (manuscript figure unclear; the rate of 2s applied to 200 pounds yields £20, which is set against the recorded sum without commentary) Tobacco pipes 15½ dozen £0 7s 9d Soap 6 pounds £0 3s 0d Bengall at 6s per piece £0 18s 0d Provisions 50 pounds of flower at 2½d per pound £0 10s 5d Salt 2⅞ bushels at 6s per bushel £0 17s 3d Indian silk 7½ ounces at 2s 6d per ounce £0 18s 9d Arrack, Batavia 3½ gallons at 10s per gallon £1 15s 0d Wine cider 3 quarts £0 0s 6d Romalls 34 at 15d per piece £2 2s 6d Sugar 230 pounds at 8d per pound £7 13s 4d Shift cloth £0 17s 0d Shift chintz £0 10s 0d Sugar candy 47 pounds £2 7s 0d

BL Image No.	Document No.	OCR Transcription	Modern Interpretation
		Provisions. 1 Cask Flower - - - - 3: 17: 1 Salt. 5 Bushells - - - - - - - - 1: 10: - Arrack. 26 ½ Gall: at 10:s p:r Gall - 13: 3: 9 Wine Cyer 5 8/[...] Gall - - - - - 1: 5: 6 Sugar. 116 ½ - - - - - - - - - 3: 17: 8 Rice. 75. at 2 - - - - - - - - - 12: 6 Linnen good, 3 p:r Chents - - - - 1: 10: - Sugar Candy. 22 - - - - - - - - 1: 2: - Peppers - - - - - - - - - - - - 1: - 27: 7: 11 Carried Over 154: 13: 6½ **Margin Notes:** Monthly of goods Sold and Delivered out of the Hon:[b]l[e] Companys Stores from y:e 25:th Decem:br 1709 To the 25:th January following	Beef and suet 4 puncheons of beef £44 16s 0d (manuscript figure unclear; the recorded sum is substantial against the other entries and is taken as controlling) Hats out of the *Swallow* £0 5s 0d Sub-total: £127 5s 7½d General Table debtor: Glass ware 2 large beer glasses £0 2s 8d Shoes 1 pair £0 5s 0d Stationery ware £0 4s 9d Provisions 1 cask of flower £3 17s 1d Salt 5 bushels £1 10s 0d Arrack 26½ gallons at 10s per gallon £13 3s 9d Wine cider 5⅝ gallons (manuscript figure unclear at the fractional component) £1 5s 6d Sugar 116½ pounds £3 17s 8d Rice 75 pounds at 2d per pound £0 12s 6d Linen good 3 pieces of chintz £1 10s 0d Sugar candy 22 pounds £1 2s 0d Peppers £0 1s 0d Sub-total General Table: £27 7s 11d Carried over: £154 13s 6½d **Interpretations** The substantial increase in the inhabitants' account from £105 15s 5½d in the December month to £127 5s 7½d in the present January month reflects the continued post-Christmas trade through the store. The increase of approximately £21 is concentrated in three particular items: the 4 puncheons of beef at £44 16s 0d, which represent a single major issue, the 200 pounds of tobacco at £20 0s 0d, and the doubled romalls issue. The combination identifies the January month as one of major bulk-purchase activity, with substantial commodity transactions overlying the routine smaller purchases. The 4 puncheons of beef issued to the inhabitants represent a quantity of preserved meat far exceeding any previous monthly issue. A puncheon was a large cask, typically holding around 84 gallons of liquid or the equivalent in solid measure, used in the period as the standard shipping container for preserved meat. Four puncheons would supply meat for many months of consumption across multiple households. The institutional context indicates that the *Northumberland*'s arrival on 11 December 1709 had brought a substantial consignment of preserved beef into the store, and that the January month captured the major retail distribution of that consignment to the inhabitants. The introduction of Bengall to the inhabitants' account, priced at 6s per piece, identifies a particular category of Indian textile. Bengall referred to silk or cotton textiles imported from the Bengal region of India, distinct from the romalls of the Coromandel coast and from the broader category of Indian silk. The single entry at 18s indicates that three pieces of Bengall were sold in the month, at the standard 6s per piece. The institutional pattern shows the store stocking a diverse range of Indian textiles, with different regional categories available to the inhabitants as separate commodities at distinct price points. **Speculations** The major beef issue of 4 puncheons in the January month, against more modest issues in previous months, suggests that the council had been holding the *Northumberland*'s beef consignment in store and releasing it through the regular monthly accounts at a rate determined by inhabitant demand. The mechanism indicates that the council was managing the major imported provisions on a rationed basis, rather than issuing them in a single bulk transaction. The institutional logic of managed release preserves the store's working stock against future demand while satisfying current requirements, and gives the council

BL Image No.	Document No.	OCR Transcription	Modern Interpretation
			operational control over the rate at which strategic supplies are converted to local consumption.
42	42	£: s: d Brought Over - - - - - - 154: 13: 6½ Fortifications D:r Nailes Vizt £: s: d 2. 2. at 11 p:r [...] - - - - - 0: 1: 10 6. 2 - - 9 - - - - - - 0: 1: 6 50. 2 - - 7½ - - - - - 0: 1: 3 30. 3 - - 6 - - - - - 0: 1: 6 6: 1 Haberdashery Ware Needles - - - - 5 Iron Mongers Ware - - - - - - 6: 7: 3 Unwrought Iron. 6 Barr:l of. 214½ Rod Iron 2 Bundles - - - of. 168 382 ½ at 3 p:r [...] - 4: 15: 7½ Navvall and Garrison Stores - - - 5: - Cutlary Ware - - - - - - - - 7: 6 11: 17: 10½ Plantation D:r Nailes Vizt £: s: d 50. 5 - - - 7½ - - - - 0: 0: 7½ 20. 5 - - - 6 - - - - 0: 0: 17 1: 2½ Iron Mongers Ware - - - - - - 11: - Stationary Ware - - - - - - - 1: 3 Salt 1 Bushell - - - - - - - - 6: - Wine Cyer. 1 q:t - - - - - - - - - 5: 5½ Garrison D:r Navvall & Garrison Stores. 1 g Oyle - - 10½ Totall 167: 12: 9 An Account of Goods Sold and Delivered to the Inhabitants from January y:e 25.th 17 09/10 Exclusive to February the. 25.th following Inclusive Vizt. Nailes Vizt £: s: d 4. 2. at 10 p:r [...] - - - - - 0: 1: 9 6. 17 - - 9 - - - - - - 0: 12: 9 50. 57 - - 7½ - - - - - - 0: 10: 7½ 20. 9 - - 7 - - - - - - 0: 5: 3 1: 10: 4½ Glass Ware - - - - - - - - - 5: 4 Haberdashery Ware - - - - - - 7: 1: 5½ Iron Mongers Ware - - - - - - 4: 8: 3 Shoes - - - - - - - - - - - 3: 12: 6 Tin Ware - - - - - - - - - - 1: 3: 5 Stationary Ware - - - - - - - 3: 9 Navvall and Garrison Stores - - - - 2: - Brasiers Ware - - - - - - - - 1: 3 Hosiers Ware - - - - - - - - 4: 5 Hatts - - - - - - - - - - - 5: 5: 3 Pewterers Ware - - - - - - - 2: 10 Woollen goods - - - - - - - - 20: 11: - Cutlary Ware - - - - - - - - 1: 15: 6 Carried Over 47: 2: 4 Margin Notes: Monthly Acco:s brought in by y:e Store Keeper of Goods Sold	Brought over: £154 13s 6½d Fortifications debtor: Nails, 2-penny 2 pounds at 11d £0 1s 10d Nails, 6-penny 2 pounds at 9d £0 1s 6d Nails, 50-penny 2 pounds at 7½d £0 1s 3d Nails, 30-penny 3 pounds at 6d £0 1s 6d Sub-total nails: £0 6s 1d Haberdashery ware, needles £0 0s 5d Ironmongers' ware £6 7s 3d Unwrought iron 6 barrels of 214½ pounds £3 3s 7½d (recorded as part of combined entry; see below) Rod iron 2 bundles of 168 pounds £1 12s 0d (recorded as part of combined entry; see below) The unwrought iron and rod iron entries appear in the manuscript as a combined entry of 382½ pounds at 3d per pound, producing the recorded sum of £4 15s 7½d. Naval and garrison stores £0 5s 0d Cutlery ware £0 7s 6d Sub-total Fortifications: £11 17s 10½d Plantation debtor: Nails, 50-penny 5 pounds at 7½d £0 0s 7½d Nails, 20-penny 5 pounds at 6d (manuscript figure unclear at the penny-size; the surrounding entries suggest 20-penny as the size, with 6d as the rate) £0 0s 7d Sub-total nails: £0 1s 2½d Ironmongers' ware £0 11s 0d Stationery ware £0 1s 3d Salt 1 bushel £0 6s 0d Wine cider 1 quart £0 5s 5½d (manuscript figure unclear; the rate is higher than the comparable 1 quart entry of 5d in the November Plantation account) Garrison debtor: Naval and garrison stores, 1 gallon of oil £0 0s 10½d Total: £167 12s 9d An account of goods sold and delivered to the inhabitants from 25 January 1710 exclusive to 25 February 1710 inclusive. Nails, 4-penny 2 pounds at 10d (manuscript figure unclear at the rate; recorded sum taken as controlling) £0 1s 9d Nails, 6-penny 17 pounds at 9d £0 12s 9d Nails, 50-penny 57 pounds at 7½d (manuscript figure unclear at the penny-size) £0 10s 7½d (the recorded sum yields an internally inconsistent total against the recorded weight and rate) Nails, 20-penny 9 pounds at 7d £0 5s 3d Sub-total nails: £1 10s 4½d Glass ware £0 5s 4d Haberdashery ware £7 1s 5½d Ironmongers' ware £4 8s 3d Shoes £3 12s 6d Tin ware £1 3s 5d Stationery ware £0 3s 9d Naval and garrison stores £0 2s 0d Brasiers' ware £0 1s 3d Hosiers' ware £0 4s 5d Hats £5 5s 3d Pewterers' ware £0 2s 10d Woollen goods £20 11s 0d Cutlery ware £1 15s 6d Carried over: £47 2s 4d **Interpretations** The recorded sub-total of £11 17s 10½d for the Fortifications in January exceeds the £3 18s 9d sub-total of the November Fortifications account, indicating sustained operational issues to the defensive works through the winter months. The largest single component is the ironmongers' ware at £6 7s 3d,

BL Image No.	Document No.	OCR Transcription	Modern Interpretation
			followed by the combined unwrought iron and rod iron at £4 15s 7½d. The institutional pattern shows the Fortifications continuing to consume substantial quantities of structural ironwork, consistent with ongoing construction or major repair activity at the defensive establishment. The combined ironmongery and iron stock at the Fortifications in January, comprising £6 7s 3d in ironmongers' ware, £4 15s 7½d in unwrought iron and rod iron, £0 6s 1d in nails and £0 7s 6d in cutlery ware, identifies a sustained programme of iron-intensive operations at the defensive works. The total iron-related expenditure of £11 16s 5½d represents nearly the entire Fortifications account for the month. The institutional pattern indicates that the Fortifications, in this period, were operating principally as an iron-intensive construction site, with the council deploying its imported metalwork primarily to the defensive establishment. The transition from sticks of cloth and suits of slave clothing in earlier months to a single bushel of salt and a quart of wine cider for the Plantation in January indicates a substantial reduction in the plantation's monthly supply requirement. The pattern suggests that the major construction and supply activities at the plantation, which had been driving the higher monthly figures in November and December, had now passed their peak, with the January month representing a return to a routine maintenance level. The institutional implication is that the Plantation's working cycle was now in a quieter phase, with the major capital outlays of the autumn complete. **Speculations** The substantial concentration of iron supplies at the Fortifications in January, with £11 16s 5½d in iron-related items in a single month, suggests that the defensive establishment was preparing for a major construction phase. The intelligence of French naval activity reported by the *Frederick the Fourth* in early March 1710 may have prompted an acceleration of the defensive preparation, but the January expenditure precedes that intelligence by some weeks. The institutional pattern suggests that the council had been building up the Fortifications' iron stock through the winter months in anticipation of the spring construction season, with the substantial January issue representing the climax of that preparatory phase.
43	43	£: s: d Brought Over - - - - - - 47: 2: 4 Tobacco Pipes. 14 Doz:n - - - - - - 9: 6 Soap Vizt. Bengall. 22. at 6 p:r [lb] - - 0: 11: 0 English. 2 - - - 0: 2: 0 13: - Tobacco. 177. at 2:s - - - - - - 17: 14: - Provisions 6 ¼ Flour - - - - - - 13: 4 Salt. 5 ¼ Bushells at. 6 p:r Bushell - - 1: 13: - Indian Silk. 18 ¼ O:z at 2: 6 p:r O:z - 2: 6: 3 Arrack Batav: 4 ¼ Gall:s at. 10. p:r Gall - 2: 2: 6 Wine Cyer. 1 Gallon - - - - - - - 4: - Romalls. 57. at 15. p:r [...] - - - - - 3: 11: 3 Sugar. 306. at. 8 p:r [...] - - - - - 10: 4: - Rice. 8 - - - - - - - - - - 1: 4 Linnen good - - - - - - - - - 18: 6 Sugar Candy. 55 - - - - - - - 2: 11: - Hatts out of the Swallow - - - - - 1: 9: - 95: 13: - Generall Table D:r Haberdashery Ware - - - - - - - 3: 8½ Iron Mongers Ware - - - - - - - 7: 5 Tin Ware - - - - - - - - - - 2: 3 Stationary Ware - - - - - - - 2: 4 Brasiers Ware - - - - - - - - 4: 6 Pewterers Ware - - - - - - - - 3: - Cutlary Ware - - - - - - - - 10: 7½ Tobacco Pipes 2 Dozen - - - - - 1: -	Brought over: £47 2s 4d Tobacco pipes 14 dozen £0 9s 6d Soap, Bengall 22 pounds at 6d per pound £0 11s 0d Soap, English 2 pounds at 12d per pound (manuscript figure unclear at the rate; the recorded sum yields 1s per pound on the given quantity) £0 2s 0d Sub-total soap: £0 13s 0d Tobacco 177 pounds at 2s per pound £17 14s 0d Provisions 6¼ pounds of flour (manuscript figure unclear at the unit; the recorded sum of 13s 4d against 6¼ pounds is inconsistent with the standard flower rate observed in other entries) £0 13s 4d Salt 5¼ bushels at 6s per bushel (manuscript figure unclear at the recorded sum; 5¼ bushels at 6s yields £1 11s 6d, not the £1 13s 0d recorded) £1 13s 0d Indian silk 18¼ ounces at 2s 6d per ounce £2 6s 3d Arrack, Batavia 4¼ gallons at 10s per gallon £2 2s 6d Wine cider 1 gallon £0 4s 0d Romalls 57 at 15d per piece £3 11s 3d Sugar 306 pounds at 8d per pound £10 4s 0d Rice 8 pounds £0 1s 4d Linen good £0 18s 6d Sugar candy 55 pounds £2 11s 0d Hats out of the *Swallow* £1 9s 0d Sub-total: £95 13s 0d

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		Provisions 130 flour - - - - - 7: 3½ Salt 1 Bushell - - - - - - - - 6: - Arrack Batav: 23 ¾ Gall: at 7 p:r Gall - 8: 6: 3 Wine Cyer 4 ¾ Gallons - - - - - 17: 6 Sugar. 76. at 8 p:r [...] - - - - - 2: 10: 8 Rice 76 at. 2 p:r [...] - - - - - - 12: 8 Sugar Candy 25 - - - - - - - 1: 5: - Beefe and Sheet 121. Suet at. 6 p:r [...] - 3: -: 6 Pepper 1 Pound - - - - - - - 1: - 20: 1: 8½ Fortifications D:r Nailes Vizt £: s: d 2: 5 - - - 11 - - - 0: 0: 11 6: 50 - - - 9 - - - 0: 7: 6 50: 50 - - - 7½ - - 0: 6: 3 20: 50 - - - 7 - - 0: 5: 10 1: -: 6 Iron mongers Ware - - - - - - - 16: 6 Unwrought Iron 14 Barr:s of. 603 at. 3 p:r [...] 7: 10: 9 Steel 1 Barr Cont: of 26 ½ at. 6 - - - 13: 3 Cutlary Ware. 6 p:r [...] - - - - - - 2: 5 Arrack Batav: 10. 3. at. 7 p:r Gall - 3: 16: 5½ Sugar 33 - - - - - - - - - - 5: 2: - 13: 13: 2½ Carried Over 126: 13: 5 Margin Notes: and Delivered out of the Hon:[b]l[e] Companys Stores from y:e 25:th Jan:[uary] 17 09/10 To the	General Table debtor: Haberdashery ware £0 3s 8½d Ironmongers' ware £0 7s 5d Tin ware £0 2s 3d Stationery ware £0 2s 4d Brasiers' ware £0 4s 6d Pewterers' ware £0 3s 0d Cutlery ware £0 10s 7½d Tobacco pipes 2 dozen £0 1s 0d Provisions 130 pounds of flour £0 7s 3½d Salt 1 bushel £0 6s 0d Arrack, Batavia 23¾ gallons at 7s per gallon £8 6s 3d Wine cider 4¾ gallons £0 17s 6d Sugar 76 pounds at 8d per pound £2 10s 8d Rice 76 pounds at 2d per pound £0 12s 8d Sugar candy 25 pounds £1 5s 0d Beef and suet 121 pounds of suet at 6d per pound £3 0s 6d Pepper 1 pound £0 1s 0d Sub-total General Table: £20 1s 8½d Fortifications debtor: Nails, 2-penny 5 pounds at 11d (manuscript figure unclear at the recorded sum; 5 pounds at 11d yields 4s 7d, not the 0s 11d recorded) £0 0s 11d Nails, 6-penny 50 pounds at 9d (manuscript figure unclear at the recorded sum; 50 pounds at 9d yields £1 17s 6d, not the 7s 6d recorded; the original entry may indicate a smaller quantity) £0 7s 6d Nails, 50-penny 50 pounds at 7½d (manuscript figure unclear at the penny-size) £0 6s 3d Nails, 20-penny 50 pounds at 7d (the figure is internally inconsistent with the recorded weight as for the preceding entries) £0 5s 10d Sub-total nails: £1 0s 6d Ironmongers' ware £0 16s 6d Unwrought iron 14 barrels of 603 pounds at 3d per pound £7 10s 9d Steel 1 barrel of 26½ pounds at 6d per pound £0 13s 3d Cutlery ware 6 pieces £0 2s 5d Arrack, Batavia 10 gallons 3 [unclear] at 7s per gallon £3 16s 5½d (manuscript figure unclear at the fractional component; the recorded sum is consistent with approximately 10⅞ gallons at 7s) Sugar 33 pounds £0 5s 2d (manuscript figure unclear; the entry is recorded under the Fortifications head against a weight that would more usually appear under General Table or inhabitants) Sub-total Fortifications: £13 13s 2½d Carried over: £126 13s 5d **Interpretations** The differentiation between Bengall soap and English soap in the inhabitants' account, with both categories sold at the same rate of 6d per pound on the recorded entries, identifies a distinction maintained by the storekeeper between soap of Indian origin and soap manufactured in England. Bengall soap, presumably from the Bengal region of India, would have been a hard or soft soap manufactured in Indian production centres for export through the East India trade. English soap would have been imported from London. The institutional pattern shows the store distinguishing the two sources in its retail accounts even where the price was the same, presumably so that the consumption of each could be tracked separately against the proprietors' procurement records. The substantial 306 pounds of sugar issued to the inhabitants in February, against the 411 pounds of December and the 384 pounds of November, indicates a continuing high level of sugar consumption through the winter months. The total inhabitants' sugar issue across the recovered three months exceeds 1,100 pounds. The institutional consequence is that the

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			inhabitants' annual sugar demand from the store alone probably exceeds 4,000 pounds, on the basis of the working monthly figures. The figure provides further context for the strategic significance of the Sandy Bay sugar plantation as an import-substitution project. The drop in the Batavia arrack rate from 10s per gallon at the inhabitants' rate to 7s per gallon at the General Table rate identifies a substantial differentiation in the institutional pricing. The 10s rate had been observed across both inhabitants and General Table in the December and January accounts. The February General Table rate of 7s, when set against the continued inhabitants' rate of 10s, indicates that the General Table had been moved to a preferential institutional rate while the inhabitants continued to pay the higher retail price. The institutional consequence is that the council's own eating establishment was being supplied at favourable terms, while the inhabitants paid the full retail mark-up on the same arrack. **Speculations** The substantial scale of the Fortifications' iron supply across January and February, with over 800 pounds of unwrought iron in two months, indicates a major manufacturing programme at the establishment's smithy. The metal would have been converted into a substantial volume of nails, fittings, fasteners, tools and other working items required for the defensive construction. The institutional pattern shows the smith operating as a substantial manufacturing centre, with the imported raw material being converted into finished iron goods on the island. The local manufacture would have reduced the establishment's reliance on imported finished iron products, with the wholesale rates on raw iron providing economic advantages over the retail rates on manufactured items.
44	44	£: s: d Brought Over - - - - - - 126: 15: 11 Plantation D:r Nailes Vizt £: s: d 50. 2 - - - - 0: 1: 3 20. 2 - - - - 0: 1: 2 2: 5 Stationary Ware - - - - - - - - 4: 8 Navvall & Garrison Stores. 46. Lead - - 11: 6 Brasiers Ware - - - - - - - - 13: 8 Tobacco Pipes 6 - - - - - - - 3 Salt 5 ½ Bushells at 6:s - - - - - 1: 13: - Wine Cyer. 1 quart - - - - - - 5 Sugar Candy. 4 - - - - - - - 4: - 3: 10: 6 Garrison D:r Navvall and Garrison Stores 2 q:t Oyle - - 1: 9 Totall 130: 8: 2 Jn:o Roberts Edw:d Mashborne W:m Marsden Daniel Griffith Matthew Bazett **Margin Notes:** 25:th February 17 09/10	Brought over: £126 15s 11d Plantation debtor: Nails, 50-penny 2 pounds £0 1s 3d Nails, 20-penny 2 pounds £0 1s 2d Sub-total nails: £0 2s 5d Stationery ware £0 4s 8d Naval and garrison stores, 46 pounds of lead £0 11s 6d Brasiers' ware £0 13s 8d Tobacco pipes 6 £0 0s 3d Salt 5½ bushels at 6s £1 13s 0d Wine cider 1 quart £0 0s 5d Sugar candy 4 pounds £0 4s 0d Sub-total Plantation: £3 10s 6d Garrison debtor: Naval and garrison stores, 2 quarts of oil £0 1s 9d Total: £130 8s 2d Signed: John Roberts, Edward Mashborne, William Marsden, Daniel Griffith, Matthew Bazett. **Interpretations** The recorded sub-total of £3 10s 6d for the Plantation in February confirms the continued low-level supply pattern observed in January, when the Plantation account had also been reduced to a minimal monthly figure. The February account is dominated by 5½ bushels of salt at the standard 6s per bushel rate, totalling £1 13s 0d, and by 46 pounds of lead at 3d per pound, totalling £0 11s 6d. The institutional pattern shows the Plantation operating in a routine maintenance phase, with the major capital projects of late 1709 now completed and the working supplies reduced to ordinary consumption. The recorded total of £130 8s 2d for the February month sits between the £128 5s 10½d total of the November month and the £164 8s 0d total of the December month. The two-month sequence of December through January, with totals of £164 8s 0d and £167 12s 9d, represents the peak of the recorded

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			turnover, with the December total inflated by the substantial Fortifications expenditure and the January total by the substantial inhabitants' beef issue. The February figure represents a return to the more typical level observed in the earlier months, indicating that the establishment's monthly trade was settling back into a working pattern after the post-Christmas peaks. The consolidation of two months of accounts (December to January, and January to February) in a single consultation entry on 7 March 1710 represents an adjustment of the storekeeper's reporting cycle. The earlier accounts had been brought in monthly, with the November account presented at the 29 November 1709 consultation and the December account at the 26 December 1709 consultation. The combined two-month presentation suggests that the storekeeper had moved to a less frequent reporting pattern, possibly because the council's consultations were now spaced at longer intervals or because the cumulative reporting was considered sufficient under the new establishment. **Speculations** The persistence of the 7s per gallon Batavia arrack rate at the institutional heads, against the 10s per gallon retail rate to the inhabitants, indicates that the differential pricing introduced in February 1710 is operating as a sustained working practice. The institutional consequence is a cross-subsidy from the inhabitants to the General Table and the Fortifications that reduces the formal cost of the establishment's operations while extracting additional revenue from the inhabitants' retail trade. The mechanism converts the storekeeper's monopoly position into a fiscal instrument for the council's working budget, with the inhabitants effectively contributing to the institutional expenses through the higher retail rate.
45	45	Island St: Helena At a Consultation, held on Tuesday the. 28.th day of March. 1710. At the United Castle in James Valley. Pres. Jn:o Roberts Esq:r Governour Edw: Mashborne Dep:ty Govern:r W:m Marsden. 3.d in Councell Daniel Griffith. 4.th in Councell Mathew Bazett. 5.th in Coun:cell Island St: Helena Forasmuch as the Care and Preservation of this Island Lyes on me, and under my Directions to prevent the Design of the Enemys, and you M:r John Alexander by a Consultation of the 17.th Novem:[br] was dismist from your Charge, and Post of Ensign, and all other Employs and Incums whatsoever from the Hon:[b]l[e] Lords Proprietors of this Island. These are therefore in her Maj:tys Name to will and Require you at the Sight of this Warrant, to Deliver up to the Marshall who is bearer hereof the Comission you Received from me for the Post of Ensign, and also those Instructions you Received which was Appointed and agreed to in the Last Councill of Warr, for Appointing the Severall Men then under you In there Respective Stations of this faile not, as you will Answer for Contempt of Government and Authority at your Perrill, and in Case of Refusall you are to bring his person.	Island of St Helena. At a consultation held on Tuesday 28 March 1710, at the United Castle in James Valley. Present: John Roberts Esquire, Governor; Edward Mashborne, Deputy Governor; William Marsden, third in council; Daniel Griffith, fourth in council; Matthew Bazett, fifth in council. Roberts laid before the council the text of an earlier warrant he had issued against John Alexander. The warrant ran in the following form. Island of St Helena. The care and preservation of the island lay with Roberts and was under his direction for the prevention of any design of the enemy. By the consultation of 17 November 1709, John Alexander had been dismissed from his charge and post of Ensign and from all other employments and emoluments whatsoever from the Honourable Lords Proprietors of the island. In her Majesty's name, Alexander was therefore required, at sight of the warrant, to deliver up to the marshal as bearer the commission he had received from Roberts for the post of Ensign, together with the instructions he had received under the council of war for the appointment of the men under his command to their several stations. He was not to fail in this on pain of answering for contempt of the government and authority. In case of refusal, the marshal was to bring Alexander himself before the council. Signed: John Roberts. Given under his hand and seal at the United Castle in James Valley, 14 November 1709. Addressed to William Gore, marshal. Roberts told the council that Alexander had disobeyed the warrant. Roberts had been forced to send Lieutenant Marsden with a file of musketeers to compel his compliance. When Alexander was afterwards called to account for the resistance, his answer had been that he had been drunk at the time. The council had then allowed the matter to lie undisturbed, in the hope that

BL Image No.	Document No.	OCR Transcription	Modern Interpretation
		Jn:o Roberts Given under my hand and Seale at the United Castle in James Valley this. 14. day November. 17 09/10. To William Gore Marshall These The Governour Says this is Coppy of the Warrant which was Disobey'd by the Said John Alexander, that he was forced to Order Lieutenant Marsden, and a Fyle of Mesqueteers to force him to Compleance, and when he was Called to an Account for this Afterwards his Answer was you all know, that he Said he was in drenk, Upon which Answer We Let this Lye a Sleepe, hoping that for the future he might behave himself better, as well for the good of his Own Family in perticular, as for the Peace and Quietness of the Island in Generall and be Shew **Margin Notes:** A Warr:t to take away J:n Alexanders Ensigncy Comission & Instruct ions Alexander refuses to Surrender up his Commission	Alexander would behave himself better for the future, both for the good of his own family in particular and for the peace and quietness of the island in general. The **Interpretations** The dating of the warrant on 14 November 1709, three days before the 17 November 1709 consultation that formally dismissed Alexander from his post, indicates that Roberts had begun the procedural disposal of the Ensigncy in advance of the council's collective resolution on the dismissal of the Clerkship. The warrant recites the 17 November 1709 dismissal as the basis for the recovery of the commission, which suggests that the document as now read into the consultation may incorporate a reference to an event that had not yet occurred at the date the warrant was originally issued. The institutional pattern is consistent with Roberts's preparatory pattern observed throughout the Alexander proceedings, in which the documentary apparatus was being assembled in advance of the formal council resolution. The combination of the dismissal from the Clerkship and the recovery of the Ensigncy commission represents a comprehensive removal of Alexander from the proprietors' establishment. The Clerkship was the civil office, the Ensigncy was the military rank. Both were grants from the proprietors, and both carried their own emoluments and instructions. By recovering both simultaneously, the council ensured that Alexander had no residual standing within the proprietary establishment from which he could continue to exercise authority or claim emolument. The institutional logic of the dual recovery removes any ambiguity in his status, with the consequence that his subsequent presence on the island is that of an inhabitant rather than of an officer. The actual sequence of events recorded by Roberts, in which Alexander disobeyed the warrant and a file of musketeers under Lieutenant Marsden was sent to compel compliance, indicates that the working enforcement of the warrant required the deployment of armed force. The Marsden who led the file of musketeers is distinct from the William Marsden of the council, since the same person could hardly serve simultaneously as a senior council member and as a junior military officer leading a file of soldiers. The reference may be to a Lieutenant Marsden serving on the garrison establishment, possibly a relative of the council member of the same name. The institutional pattern shows the council using its military authority to enforce its civil dispositions, with the line between civil and military functions deliberately blurred for purposes of enforcement. **Speculations** The presence of John Alexander on the island in March 1710, four months after his dismissal and against the pattern of his brother Richard Alexander's voluntary departure of December 1709, indicates that Alexander has not in fact left the island. The institutional consequence is that the council's reform programme of late 1709 has not entirely cleared the principal Alexander figure from the establishment, despite the loss of his Clerkship, his Ensigncy, his commission and the related emoluments. The reasons for his continued presence are not specified in the present consultation, but presumably include the practical difficulty of leaving the island with his substantial family of 13 persons, the unresolved status of his property and debts, and possibly a continued hope of recovering his position through proprietorial intervention from London.
46	46	That We Meant him Nothing but good Will, if he Could Keep himself within bounds, the Governeur did also Allow him a Licence to Keep Arms	Roberts continued his account. The council had previously made it clear that it meant Alexander nothing but goodwill, provided he could keep himself within bounds. Roberts had allowed him a licence to keep arms

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		in his house, but Since he has Disobeyed Our Last Advertisement, in not bringing his Account in Time, and when it was brought in a Lanthring One, and Sent to us by Our Blacks at the Hutts, and therefore I did Cause my Warrant to be Issued Out against him to Appear before us this Day, Which Warrant Runs in the following Manner. Island St: Helena These are in her Maj:tys Name To will and Require You to Summons, John Alexander Free planter, To be and appear before me and Councill on Tuesday Next, being the. 28. Instant, at the United Castle in James Valley by Nine of the Clock Forenoon: To Answer for Contempt of this Government and Authority, and to Cause the Said John Alexander Immediately, to deliver up his Licence for bearing of Arms, and to bring the Same to me, as he will Answer the Contrary at his Perrillen. For which this Shall be your Sufficient Warrant. Jn:o Roberts. Given under my hand and Seale at the United Castle in James Valley this. 25.th day of March. 1710. To William Gore Marshall These. Upon which he was Ordered to be Called in, and asked the Following Questions Vizt. The Reason why he did not Send his Account In, in Time, and why not Sent to the Clarks Office according to the Advertisement. His Answer Is, he thought Three, or four days would not break Square and he is Sorry for it. The Reason why he gives an Account of 5 Children and another a Coming. Because his Wife was Near her time he thought he Should not give an Exact one, he Says he gave an Account of Twelve in Family and in his Petition he Says Thirteen, upon which Some of us Said it was a false Account, and therefore he gave us an Account to be Exact that there was another a Coming. You give us an Account of Six Blacks, and Say there is but Five payable. According to the Custome of the Island, that no Blacks are pay- able untill they are Sixteen Years of Age. In your Account you Set down Five Blacks, Except your Son John, to Excuse Four Blacks, as well as James Rider doth M:r Griffith. **Margin Notes:** Ditto A Warr:t to compel J:n Alexander to deliver up his Licence for bearing Armes Severall Articles and Complaints against the said John Alexander with his	in his house, despite the loss of his Ensigncy. Alexander had since disobeyed the council's latest advertisement, having failed to bring in his account of family, land and cattle in time. When the account did come in, it was a slovenly one, sent to the council by Alexander's slaves at the huts. Roberts had therefore caused a warrant to be issued for his appearance before the council on the present day. The warrant ran in the following form. Island of St Helena. In her Majesty's name, the marshal was required to summon John Alexander, free planter, to appear before Roberts and the council on Tuesday 28 March 1710 at the United Castle in James Valley by 9 in the morning. He was to answer for his contempt of the government and authority. He was also required to deliver up his licence for bearing arms and bring the same to Roberts, on pain of answering the contrary at his peril. Signed: John Roberts. Given under his hand and seal at the United Castle in James Valley, 25 March 1710. Addressed to William Gore, marshal. Alexander was then called in and asked the following questions. The first question was why he had not sent his account in on time, and why he had not sent it to the Clerk's Office in accordance with the advertisement. He answered that he had thought 3 or 4 days would not break square, and that he was sorry for it. The second question was why he had given an account of 5 children and another coming. He answered that his wife was near her time, and he had thought he should not give an exact account otherwise. He said he had given an account of 12 in family, but in his petition he had said 13. Some of the council had said that this was a false account, and he had therefore given a fresh account showing that another child was on the way to make the numbers exact. The third question was why he had given an account of 6 slaves but said only 5 were payable. He answered that, according to the custom of the island, no slaves were payable until they reached 16 years of age. The fourth point put to him was that in his account he had set down 5 slaves, excepting his son John, to excuse 4 slaves, just as James Rider did with Mr Griffith. The **Interpretations** The institutional concept of the licence for bearing arms identifies a specific instrument of trust on the island. The licence permitted its holder to keep arms in his house, with the corresponding standing in the wider system established under the felony law of 23 November 1709 and the relaxation of 13 December 1709. Roberts had granted Alexander this licence after the loss of his Ensigncy, recognising a distinction between the formal military rank (which had been recovered) and the standing of a trusted armed inhabitant (which had been preserved). The present recovery of the licence completes the removal of Alexander's institutional standing on the island, leaving him as an inhabitant without any of the badges of trust that the council ordinarily conferred. The accusation that Alexander had set down 5 slaves excepting his son John to excuse 4 slaves, parallel to James Rider's pattern with Griffith, identifies a particular form of return manipulation. The pattern apparently involves a slave being attributed to a junior member of the household (Alexander's son John, James Rider) for the purpose of removing the slave from the principal account-holder's return. The institutional consequence would be to reduce the per-head charges payable by the principal owner, with the slaves continuing to work in practice but being attributed for

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			accounting purposes to another member of the household. The reference to a parallel case involving Griffith suggests that the council had identified the practice as a recurring pattern. The institutional pattern of the council assessing returns against suspected manipulation indicates that the year-end census process was being used as a substantive check on the inhabitants' accounting practices. The council was apparently prepared to question the figures submitted, to compare them against earlier figures (as with the 13 versus 12 family count), and to identify patterns of attribution that suggested deliberate under-counting. The institutional consequence is that the advertisement system, ostensibly a simple data-collection exercise, was operating as a working audit of the inhabitants' tax positions. **Speculations** The slave-attribution practice identified in the present consultation may represent a wider tax-avoidance strategy among the inhabitants. If slaves could be attributed to junior members of the household to escape the per-head charges, the institutional consequence would be a systematic under-collection of the cattle commonage and related revenues. The council's identification of the practice in the present case, with the explicit reference to Rider and Griffith as a parallel example, suggests that the council was beginning to take a more rigorous view of the household-level attributions in the year-end returns. The institutional implication is that the slave count and the corresponding charges may be subject to revision across multiple inhabitants in the coming months.
47	47	Because James Rider is Small, and not Sixteen Years Old when he was Listed, and he Believes his Son is as able to Excuse Four Blacks, as James Rider is M:r Griffiths. You give an Account of Four Acres of hired Land, or thereabouts, I want to know the Reason why it was not Mensured, and has no Lease of it. Cap:tn Goodwin was to have Measur'd it but Allarm Came, and prevented it about Three Years a goe. Did the Governour Ever deny you a Lease. No he Never Did. M:r Free Says that he drew Twenty Four blank Leases for him, and paid him Eighteen pence a piece about Four Years a goe. We want to know what is become of them Leases. We want to know what is become of all Our Coppys of Land Family and Cattle for many Years Last past, and while you was Clark of y:e Councell. He Says he knows not what is become of them, Except the Ratts Destroyd them. By what Power did you Signe Leases for Ninety Nine Years, and We want to know if Ever there was, any Orders from the Company to Let Leases for Ninety Nine Years. He Answers he knows Nothing of it. Just before the Northumberland went away, I want to know, when you offered Nine, or Fifteen head of Cattle, in Councill to Sell to the Company, for to pay your Debts, and Never Since Spoak One Word about them. They are not in a Condition to Sell Now.	The questioning of Alexander continued. Alexander explained that James Rider was small and had not been 16 years old when he was first listed in the returns. He believed his own son was as able to excuse 4 slaves as Rider was for Griffith. The council then asked Alexander why he had given an account of 4 acres of hired land, or thereabouts, without having had it measured and without holding any lease for it. Alexander answered that Captain Goodwin was to have measured the parcel, but an alarm had come and prevented the work about 3 years earlier. The council asked whether Roberts had ever denied Alexander a lease. Alexander answered that the Governor had never denied him one. Free reported that he had drawn 24 blank leases for Alexander, for which Alexander had paid him 18d apiece, about 4 years earlier. The council asked what had become of those leases. The council also asked what had become of all the copies of the returns of land, families and cattle for the many years past during which Alexander had served as Clerk of the Council. Alexander answered that he did not know what had become of them, unless the rats had destroyed them. The council asked by what power he had signed leases for 99 years, and whether there had ever been any orders from the Honourable Company to grant leases for that term. Alexander answered that he knew nothing of the matter. The council asked Alexander about the cattle he had offered to the council for sale just before the *Northumberland* sailed. He had then offered 9 or 15 head of cattle in council to pay his debts, and had never spoken of them since. Alexander answered that the cattle were not in a condition to sell at present.

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		Why did you not give an Account of Cosgrave Orphans Cattle &c. I quite forgot it. When was you and your Wife and Family at Church. I Cant Remember the time when. He Says if he would Insist upon it he believes he Could have more Land, and he Believed that the Hon:[b]l[e] Company would not go from what they have Ordered, though the People did not know it. Upon the Governours asking him about the Four Acres in his account about his propriety to them. He makes Answer that he knows a parragraph in the Hon:[b]l[e] Comp:as Instructions, wherein it is Said that the Free Planters, or Inhabitants Should have a Double proportion, or Allotment of Land, to Encourage them to Inhabit the Windward part of the Island, which being very well peopled Now, and all the Lands taken up, no body Can Expect any. **Margin Notes:** Answers and Replies touching & Concerning his former Charges	The council asked why he had given no account of the cattle and other property of Cosgrave's orphans. He answered that he had quite forgotten them. The council asked when he, his wife and his family had last been at church. He answered that he could not remember. He went on to say that, if he were to insist upon it, he believed he could have more land. He believed that the Honourable Company would not go back from what it had ordered, even though the inhabitants of the island did not know it. When Roberts asked him about the 4 acres in his account and about his right to that parcel, Alexander answered that he knew a paragraph in the Honourable Company's instructions stating that free planters or inhabitants should have a double proportion or allotment of land to encourage them to settle in the windward part of the island. The windward part was now well peopled and all the lands taken up, with the consequence that no further allotment could be expected. **Interpretations** The institutional category of slaves excused from the per-head charge through attribution to under-age members of the household identifies the precise mechanism of the avoidance practice. Rider's case turns on his having been under 16 when first listed, with the slaves attributable to him through the listing remaining attributable thereafter even after he reached the qualifying age. Alexander argues that his son John is in the same position. The institutional logic of the practice, if accepted, would freeze the slave-attribution pattern at the moment of original listing, with subsequent changes in the household's composition not requiring re-attribution. The council's challenge to the practice suggests that it does not accept this institutional reading. Free's report of having drawn 24 blank leases for Alexander, at 18d apiece about 4 years earlier, identifies a substantial documentary fact. The 24 leases would have represented £1 16s 0d in clerical fees, a significant transaction in itself. The institutional question of what had become of those leases is fundamental to the assessment of Alexander's clerkship. If the 24 blank leases had been drawn for legitimate purposes, with each subsequently used for a recorded transaction, the records of those transactions should be in the council's books. If they had been drawn for irregular purposes, as the council's investigation of the 99-year leases suggests, the disappearance of the 24 originals raises substantial questions about how many other irregular leases may have been in circulation. The institutional claim that the Honourable Company would not go back from what it had ordered, even though the inhabitants did not know it, identifies a particular attitude in Alexander's position. The claim implies that Alexander has confidential knowledge of proprietary orders that would protect him against the council's local decisions. The institutional pattern, of Alexander invoking London-side authority against local enforcement, parallels his earlier defence at the consultation of 17 November 1709, where paragraph 27 of the Panther letter was cited in similar terms. The pattern suggests a sustained strategy of appealing to the proprietors' authority as a check on the council's local power. **Speculations** The institutional implication of Free's testimony on the 24 blank leases is potentially substantial. If the 24 leases were drawn 4 years earlier, in approximately 1706, they would have entered Alexander's custody during the former government of Captain Goodwin. The institutional fate of those leases over the subsequent 4 years is now uncertain, with no documentary trail of their use or disposal. If some or all of them were used

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			for the 99-year leases or other irregular instruments, the council's working understanding of the irregular tenure problem on the island would need to be substantially enlarged. The pattern is consistent with the destruction of records that the council had already identified under Alexander's clerkship.
48	48	It was Answered that Since that In 1683. and 1685. there was positive Orders from the Hon:[b]l[e] Company that No Land for the future should be granted in fee to any person, upon the Island, Nor any Land to be Let upon any Consideration So that there was a Barr to all Claimes, or Demands of that Nature upon any Account whatsoever. After the Councill had Considered of the Severall Answers to the Charge Laid against the Said John Alexander, and upon Our Offer that he Should have a true Coppy of the Same before We proceeded to give Sentence, He humbly Requested to forgive what was Past, and did not desire any Coppy, but Submitted to ur [us] in all things desireing favour. Wherefore in Consideration of his Large Family that Should We banish him it would be there Utter Ruin having yet hopes of his Sewber [sic] Industry for there Maintainance and his Quiet and good Liveing under this Government hereafter. Resolved That all and Sundry, the Severall Articles afore Mentioned doe and are appointed to Lye Dormant, and Never to be Revied unless he the Said John Alexander do give us Just provocation them to be and Stand in full force, and that the Same be not Transmitted to the Lords Proprietors, Unless Provoaked as aforesaid to Judgement; And upon Our Confedence of his good behaviour his Warrant for bearing Arms be Returned. The Petition of Thomas Cason Ensign Setting forth that Marrying the Weidow of Thomas Dixon, who Left 3 Small Children, and but a Small persenall Estate, and Indebted 66. the Petitioner has Since his Marridge taken due Care and Discharged Since which payment the Cleer Estate Remains Inconsiderable, and Consisting Only of few Cattle, household Goods, and Old Lumber, which if Devided and Seperated will be but a poor pottance to Each, and not Sufficient to Maintain them, that he has Since his Marridge Maintained the Children at his Own Cost, which if Allowed for According to the Ordinary Rate would Eate up almost all there parts by this time, where- fore desires to Keep the whole Intire to himself, he is willing to take the whole Charge of them, with Consent of the Governour and Councell, In Consideration of there Severall parts, and to	The council responded to Alexander's invocation of the double-allotment policy. Since 1683 and 1685, positive orders from the Honourable Company had directed that no land should be granted in fee to any person on the island, and that no land should be let on any consideration whatsoever. The orders therefore constituted a bar to all claims or demands of that nature, on any ground. After the council had considered the several answers to the charges laid against John Alexander, the council offered him a true copy of the charges before proceeding to give sentence. Alexander humbly requested forgiveness for what was past. He did not ask for a copy of the charges and submitted himself to the council in all things, asking only for favour. The council took into consideration the size of his family. To banish him would be the utter ruin of the family. The council had some hope of his sober industry for the family's maintenance and of his quiet and good living under the government in future. The council resolved that all the several articles brought against him should lie dormant, and never be revived unless Alexander gave fresh provocation. Should fresh provocation be given, the articles would stand in full force. The matters would not be transmitted to the Lords Proprietors unless Alexander provoked the council to that point. On the council's confidence in his future good behaviour, his warrant for bearing arms was to be returned to him. Thomas Cason, Ensign, presented a petition to the council in the following terms. He had married the widow of Thomas Dixon, who had left 3 small children and only a small personal estate. The estate was further encumbered with debts amounting to £66 0s 0d. Since his marriage, Cason had taken proper care of these debts and discharged them. After the payment of the debts, the clear estate was inconsiderable, consisting only of a few head of cattle, household goods and old lumber. If the estate were divided among the three children, each portion would be too small to maintain them. Since his marriage, Cason had been maintaining the children at his own cost. If his expenses were allowed for at the ordinary rate, they would by now have absorbed almost the whole of the children's shares. He therefore prayed to keep the whole estate intact for himself. He was willing to take on the whole charge of the children, with the consent of the Governor and council, in consideration of their several portions, and to enter into an obligation for that purpose. He asked the council to take the proposal into consideration. Signed: Thomas Cason. The petition closed with the customary undertaking to pray for the council for ever. **Interpretations** The institutional citation of the proprietors' orders of 1683 and 1685, prohibiting any further grant of land in fee or any further letting of land on any consideration, identifies a specific historical basis for the council's refusal to entertain Alexander's claim. The orders represent the original London-side moratorium on new land grants, with the effect of fixing the existing pattern of tenure as the working baseline. The institutional consequence is that any claim to fresh allotment, including the double allotment under the earlier windward settlement policy, was extinguished by the subsequent orders. The chronological priority of the

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		Enter into Obligation for that pourpose, therefore prays to take it into Consideration. And Shall for Ever pray &c[a] Thomas Cason **Margin Notes:** The Councill consid:r of y:e Charge ag:nst Joh:n Alexander & his severall answers Resolved y:t said Articles do Lie Dormant, and upon his good behavi:r and to have his Warr:t to bear Armes Tho: Casons Ensign which his Petition touching M:r Dixons Children	1683 and 1685 orders over the windward settlement policy gives them controlling weight in any conflict. The institutional mechanism of articles lying dormant identifies a specific procedural disposition. The charges remain on the consultation record but are not pursued to judgement, with the consequence that they retain the possibility of revival should the defendant give fresh cause. The institutional logic is that the council preserves its option to act on the charges in the future, while granting present forbearance on the basis of demonstrated need or expectation of improved behaviour. The mechanism resembles a suspended sentence in later English law, with the suspension operating as a continuing constraint on the defendant's conduct. The institutional condition that the articles would not be transmitted to the Lords Proprietors, unless Alexander provoked the council to that point, gives Alexander an institutional incentive for future compliance. The fundamental concern Alexander had expressed at the 29 November 1709 consultation was that the record of his dismissal should not reach London, since a London-side judgement against him would be far harder to reverse than a local one. The council's offer of suspended transmission therefore directly addresses Alexander's principal anxiety, with the institutional consequence that he is now bound by a working interest in maintaining the council's forbearance. **Speculations** The decision to allow Alexander's case to lie dormant, after the substantial examination of charges in the present consultation, represents an unexpected institutional outcome. The council had accumulated a comprehensive case against him across multiple categories, and the procedural form of the consultation had appeared to be building toward a substantial sanction. The actual outcome of forbearance, on the ground of family considerations and on the expectation of future improvement, suggests that the institutional value of having Alexander on the island as a settled inhabitant outweighed the value of further sanction. The pattern may indicate that the council had concluded that the working programme of expulsions had reached an institutional limit, with further removals risking destabilisation of the inhabitant community.
49	49	Upon Consideration of the abovesaid Petition. Ordered. That the Said whole Estate be in the Possession of the Said Cason, and at his whole Management, & Disposall taking Care of the Children, and bringing them up in the Fear of God, and at his Decease to Leave them Coequall with his Own Children in Case of any, any Will, Law, Custom to the Contrary Notwithstanding, and that he be bound in an Obligation to that pourpose. The Petition of Mary Easthope Wedow Setting forth that having Some Relations at Fort S:t Davis, and Desires goeing to them prayed the Hon:[b]l[e] Lords Proprietors to buy her House and Land, having got it Apprised by Tew Indifferent persons, at Two Hundred and Thirty pound but willing to Abate Twenty to the Hon:[b]l[e] Company. And as in duty bound Shall for Ever pray &c[a] Mary Easthope Upon Consideration of the abovesaid Petition The Governour Ordered Cap:tn Mashborne to go there	Upon consideration of Cason's petition, the council made the following order. The whole estate was to be in the possession of Cason, under his sole management and disposal. He was to take care of the children and to bring them up in the fear of God. At his decease, he was to leave them as coequal heirs with his own children, should he have any, notwithstanding any will, law or custom to the contrary. He was to enter into an obligation to that effect. Mary Easthope, widow, presented a petition to the council. She had some relatives at Fort St Davis and wished to join them. She prayed that the Honourable Lords Proprietors would buy her house and land. The property had been appraised by two indifferent persons at £230 0s 0d, but she was willing to abate £20 0s 0d from that sum in favour of the Honourable Company. Signed: Mary Easthope. The petition closed with the customary undertaking to pray for the council for ever. Upon consideration of the petition, Roberts ordered Mashborne to go to the property and inspect the whole ground, to determine whether it was suitable for sugar cane planting. Mashborne went accordingly and reported that the whole 20 acres would bear sugar canes. The ground was as good as any on the island. The Honourable Company already held 4 or 5 acres of land adjoining the parcel.

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		and View the whole ground to See if it was good for to Plant Sugar Canes. Accordingly Cap:tn Mashborne went there, and believes that the whole Twenty Acres will bear Sugar Canes, and is as good Ground as any in the Island, and there is Likewise of the Hon:[b]l[e] Comp:as Land joyning to it Four, or Five Acres more and the Govern:r doth Believe that by this time Twelve Month, there will be Canes Enough Ripe to plant the whole, which Twenty Five Acres will produce more Sugar then this Island will Expend in a Year, and We are all of Opinion that the Land will fetch more from any Planter that is able to buy it, the two Apprisers was James Greentree, and Richard Gurling; Greentree being appointed by Cap:tn Mashborne, & Richard Gurling by the Wedow, who Offered there Oath to the Governor that with the House and Fences they did it to the best of there know- ledge there being Ten Acres of it already Fenced, and farther doe Say that the whole Twenty Acres will bear Yams if We have a minde to apply it to that Use. Ordered That the House and Land be bought for 210 and that Assoon as the Necessary Fortifications is Over that the Rest be Fenced in and Converted for Sugar Plantation only, And that the Said Mary Esthope have Liberty to be in Our House and Land According to her Request Untill She goes off and Credit be given her on y:e Hon:[b]l[e] Companys Store books According to Agreement. **Margin Notes:** Order'd that M:rs Casons have y:e management of y:e Estate & disposal & takeing care to bring up y:e Children Mary Easthopes Petition to goe to Fort S:t David & proposals to buy her House and Land for y:e Comp:y Cap:tn Mashborne sent to View y:e Same of Land Apprisers appointed the Estimate of Same Order'd y:t s:d House & Land be bought for. 210 & converted to a Sugar Plantation: M:rs Easthope to live in y:t House & Land till She goes off according to her request, & credit be given on her former in y:e Comp:s Store books	Roberts believed that within twelve months from the present date, there would be enough ripe canes available to plant the whole 25 acres. The 25 acres in production would yield more sugar than the island consumed in a year. The council was unanimous in the view that the land would fetch a higher price from any planter able to buy it. The two appraisers had been James Greentree and Richard Gurling. Greentree had been appointed by Mashborne, Gurling by the widow. Both had offered to swear before the Governor that, including the house and the fences, they had appraised the property to the best of their knowledge. 10 of the 20 acres were already fenced. The appraisers further stated that the whole 20 acres would bear yams if the council chose to apply it to that use. The council ordered that the house and land be bought for £210 0s 0d. As soon as the necessary fortification work was complete, the unfenced portion was to be fenced in and the whole parcel converted to a sugar plantation. Mary Easthope was to have liberty to live in the house and land in accordance with her request, until she left the island. She was to receive credit on the Honourable Company's store books according to the agreement. **Interpretations** The institutional structure of the Cason order combines two distinct undertakings into a single arrangement. The first undertaking is the management of the existing estate, with Cason taking sole possession and disposal of the property of the late Thomas Dixon. The second undertaking is the testamentary commitment to treat the Dixon children as coequal heirs with any future children of Cason's own. The institutional logic places the children's interests in the estate at the testamentary horizon rather than at the immediate moment, with the consequence that they receive nothing now but are guaranteed an equal share at Cason's death. The mechanism converts an inheritance into an expectancy, with Cason holding the assets in the meantime against his future obligation. The institutional reasoning behind the council's decision to purchase the Easthope property, despite the higher prices it might have fetched on the open market, identifies a particular strategic priority. The property was being acquired not for its general value but for its specific suitability for sugar cane cultivation, in support of the council's strategic sugar production programme at Sandy Bay. The 25-acre parcel including the adjacent 4 or 5 acres of Company land would be sufficient to produce more sugar than the island consumed in a year, with the consequence that the proprietors' import requirement for sugar could be eliminated. The institutional logic of the purchase converts a private estate disposal into a strategic land acquisition for the sugar programme. The institutional figure of more sugar than the island consumed in a year, generated from 25 acres of canes, provides a quantitative measure of the sugar plantation programme's potential. The earlier monthly figures from the storekeeper's accounts had shown inhabitants' sugar consumption of approximately 400 pounds per month, with a corresponding annual rate of approximately 5,000 pounds. The General Table consumption added further to that figure, with the total establishment requirement probably in the range of 8,000 to 10,000 pounds per year. The institutional consequence is that 25 acres of canes producing more than that volume would convert St Helena from a sugar importer to a sugar exporter, with substantial implications for the proprietors' trade with the island. **Speculations** The institutional decision to purchase the Easthope property for the sugar plantation programme, in

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			conjunction with the adjoining 4 or 5 acres of Company land, indicates that the council was now in a position to expand the sugar programme beyond the original Sandy Bay trial. The Sandy Bay plantation had been opened on 26 July 1709 and was being overseen by Thomas Gargen under the arrangement confirmed on 17 November 1709. The present acquisition would establish a second sugar centre, with the combined production capacity of the two centres providing the working scale for the import-substitution strategy. The institutional pattern shows the sugar programme expanding through deliberate land acquisition as opportunities arose, rather than through the prior assembly of a defined plantation estate.
50	50	Madam Frances Goodwin desires that She might have a Certificate given from the Governour and Councell, for her Husband Fair, Just, and Honest Dealings in the Store, and be Aequitted. She was Answerd that this Councill to the best of there knowledge have Nothing to Lay to his Charge. The Governour Says that the want of Lime, and bad Rainy weather has been a great hinderance to him in building the Plantation house he thought he had had Lime Enough, having provided as much more as was Mentioned in the Consultabation of the. 6. September 1709. but Since that would not doe he has been Obleidged to burn a great deal more, and has alter'd his first Modall for Instead of the Gable Ends designes to hipp it, the Burning of Lime with Wood Veaxes him, it will Save a great Deal of Lime, and Labour, for Now the house is at his full height all round Unless it be Some of the back Wall, and will Soon be Compleated, if the Weather dont hinder, it beat us of Last Thursday, and We Could not Work upon it Since, but must watch all Wheatues. He designes that house Shall be the Magazine for Arms and Ammunition in the Countrey a thing much wanted, As is also Watch houses upon the Points of those Valleys where an Enemy Can Land at, for People has no Shelter when they are upon there duty a Nights, but for want of a Store Shipp, to bring Coales to burn Lime that must be deferred for to build with Mued Morter is to throw'd Our Hon:[b]l[e] Masters Money away, and they Never will know an End of there Charge all the Watch houses upon the Island Wanting Continuall Repares, and that built at the Allarm Ridge in October. 1707. is Now Tumbled a Large part of it down and will Cost Near as much Repairing as the first beilding which Could not be Less then Fifty pound for the Stone Layer had Twenty Five pound to Raise the Walls. He thinks it will be Necessary to Leave Six or Eight Blacks in the Countrey that takeing Oppertunityes of dry Weather they	Madam Frances Goodwin asked the council to grant her a certificate of her late husband's fair, just and honest dealings in the store, and to acquit him of any charge. The council answered that, to the best of its knowledge, it had nothing to lay to his charge. Roberts reported on the progress of the new Plantation House. The lack of lime and the rainy weather had been a substantial hindrance to the construction. He had thought he had sufficient lime, having prepared as much again as was mentioned in the consultation of 6 September 1709, but this had not proved enough, and he had been obliged to burn a great deal more. He had altered the original design. Instead of finishing the building with gable ends, he now intended to hip the roof. The burning of lime with wood was a source of difficulty, but the hipped roof would save a great deal of lime and labour. The house was now at its full height all round, except for some of the back wall. It would soon be completed if the weather did not interfere. The rain had begun on the previous Thursday, and the workmen had been unable to work on the building since. They had been obliged to watch every change in the weather. Roberts proposed that the house be designated as the magazine for arms and ammunition for the country, a facility much needed on the island. Watch houses were also wanted at the heads of the valleys where an enemy might land. The men on night duty had no shelter at present. For lack of a store ship to bring coals to burn lime, this work would have to be deferred. To build with mud mortar would be to throw away the Honourable Masters' money, since the construction would never be free of further expense. All the watch houses on the island required continual repair. The watch house built at the Alarm Ridge in October 1707 had now had a large part of it fallen down, and the repair would cost almost as much as the original construction. The original cost could not have been less than £50 0s 0d, since the stone-layer had received £25 0s 0d for raising the walls alone. Roberts thought it would be necessary to leave 6 or 8 slaves in the country, so that, taking advantage of dry weather, they could complete the house and repair the platforms here at the castle. After that, they should go to work at Munden's Point, to prepare for the construction of Manager's Castle there, against the arrival of the store ship. Signed: John Roberts, Edward Mashborne, William Marsden, Daniel Griffith, Matthew Bazett. **Interpretations** The institutional procedure for a certificate of honest dealings, requested by Madam Frances Goodwin in respect of her late husband, identifies a particular form of posthumous testimonial. The certificate would attest, on the council's collective authority, that the deceased officer's stewardship of his post had been free of fault. The institutional purpose of such a certificate would be to protect the family's reputation and to

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		may Compleat the house, and with the Rest to mend Severall plat- formes that wants it here, afterwards they Shall goe to Work at Mundens point, to prepare all things in a Readyness to build Mana- gers Castle, there, against the Store Shipp Comes. Jn:o Roberts Edw:d Mashborne W:m Marsden Daniel Griffith Matthew Bazett **Margin Notes:** The Gov:rs Complaint for want of Lime and of y:e Rainey weather hinders y:e building of plantation House He designes y:t for a Magazine for Arm[s] & Ammunition in y:e Country The Allarm Ridge House often out of y:e Repaire and all other watch houses in as bad a Condition Some Blacks left in the Country to compleat y:e house in fair weather, and mend some platforms, Afterwards all hands to go to Mundens Point.	support any London-side examination of the estate. The council's answer, that it had nothing to lay to the late Captain Goodwin's charge, provides the substantive content of the certificate, with the consultation entry serving as the documentary record of the acquittal. The institutional designation of the Plantation House as the magazine for arms and ammunition for the country identifies a strategic decision about the building's working role. A magazine was a secure storage facility for military supplies, distinct from the working garrison facilities at the castle. The institutional logic of placing the magazine at the Plantation House, in the interior of the island, would be to disperse the military stocks away from the principal coastal target and to make them available to inhabitants who might need to draw arms in defence of their localities. The pattern is consistent with the council's broader concern about the threat of attack reported by the *Frederick the Fourth*. The institutional rejection of mud mortar as a construction material identifies a working judgement about long-term economy. Mud mortar, made from local clay and sand without the lime binder, was a cheaper alternative for masonry work but lacked the durability of lime mortar. The pattern of repeated repairs on the Alarm Ridge watch house, built with apparently inferior construction in 1707 and now in need of substantial repair, demonstrated the cost penalty of cheap construction. The institutional logic of Roberts's position is that the council should defer construction rather than build with poor materials, since the proprietors would in the end pay more in repairs than they would save on initial cost. **Speculations** The institutional pattern of preferring delayed construction over construction with inferior materials, evident in Roberts's reasoning about mud mortar, indicates a particular operational philosophy. The council was prepared to slow the working programme to ensure the durability of the resulting buildings, on the calculation that immediate progress at the cost of long-term repair would not serve the proprietors' interest. The pattern shows the council operating with a developed sense of the proprietors' long-term financial position, beyond the immediate working pressures of the construction programme. The mechanism converts the council's institutional responsibilities into a working judgement about quality and durability.
51	51	Island St: Helena At a Consultation, held on Tuesday the. 4.th day of April. 1710. At the United Castle in James Valley. Pres. Jn:o Roberts Esq:r Governour Edw: Mashborne Dep:ty Governour W:m Marsden. 3.d in Councell Daniel Griffith. 4.th in Councill Mathew Bazett. 5.th in Councill The Petition, of Mary Connoway, Setting forth that about Five Years Since She Hired of Henry Coales &c. Overseers of Jonathan Mudges Children Twelve Acres of the Hon:[b]l[e] Companys Land, for the Term of Nineteen Years, which the Said Mudge Never had any Lease of, or term in, that Samuell Jelsy, Marrying the Wedow Now Pretends an Interest therein, and is very Earnest, to have her Fence in, and Plant the Same with Wood According to Law, which she is willing to, provided She may	Island St Helena At a consultation held on Tuesday 4 April 1710 at the United Castle in James Valley. Present: John Roberts Esq, Governor Edward Mashborne, Deputy Governor William Marsden, third in Council Daniel Griffith, fourth in Council Mathew Bazett, fifth in Council A petition was presented by Mary Connoway. She stated that about five years earlier she had hired twelve acres of the Honourable Company's land from Henry Coales and the other overseers of Jonathan Mudge's children, for a term of nineteen years. Mudge himself had never held any lease or term in the land. Samuel Jelsy, having married the widow Mudge, now claimed an interest in the ground and pressed Connoway to fence it and plant it with trees as the law required. Connoway was willing to do so if her possession could be secured, and she therefore asked the Company to grant her a lease of twenty-one years. The widow Mudge then appeared in answer to the petition, speaking on behalf of her children. She stated that a grant of ninety-nine years had been made by Governor Poirier, and that a house had been built on the ground seven or eight years earlier. She wished to retain the land for her children, asked that the lease be

BL Image No.	Document No.	OCR Transcription	Modern Interpretation
		be Secured in the possession, Wherefore prays a Lease for Twenty One years of the Hon:[b]l[e] Company. In Answer to the aforesaid Petition the Wedow Mudge appeared In behalfe of her Children, and Says, She had a Grant for Ninety Nine Years, from Governour Poirier, and that they built a house upon it between Seaven, and Eight years agoe, and She desires to Keep it on behalfe of her Children, and that the Lease might be made to her, and She will Fence the Land in for them. In Answer to this the Wedow Connoway Says She is willing to Fence in the Land, and buy the House as it Shall be Appraised by Tew Indefferent Men, which M:rs Mudge did Comply with, and Left it to the Governour and Councell to appoint what Vallue they think fitt to Sett upon it, if We would not Grant it her for the Use of her Children, but hoped We would. Upon which the Trustees made a Plea for the Children, that the Money for the house should come to them, for the Use of the Children, if Sold, to bring them up. Upon which We Considered. First that Ninety Nine Years Leases, are Illegall, Unlawfull, & Contrary to the Hon:[b]l[e] Companys Orders, and therefore the Term of Twenty One Years being appointed of which they have had it in possession, or at Least for the Use of the Children, on or about as Near as We Can Guess for there is nothing Registred, or Recorded in any of the Councell books of that Land, as We Can finde, 8 years which deducting from Twenty One Remains Thirteen Years, at which time the Wedow Says her Children will not be of Age. **Margin Notes:** Petition Mary Conoway Hires of Henry Coales y:e Overseers of Jonathan Mudges Children upon their Marrying of their owne upon Same In an Easement to be fenced & wooded & now desires for security upon Company should grant of it. a Lease for 21 Years still hold 8 fenced M:rs Mudges Wid: a peared on behalfe of her Children desires a Lease of y:e Land of y:e Hon:[b]l[e] Comp:y and may be by y:e Land M:rs Conoway Wid: is willing to fence y:e Land & buy y:e House which M:rs Mudge will Comply with as p:r Land must be Valued The Trustees plea y:e Money arising from y:e House be to them for y:s Use of y:e Children Upon y:e Consider that 99 Years are Illegall, Un- Lawfull, & Contrary to y:e	drawn in her own name, and undertook to fence the ground on their behalf. Connoway replied that she was willing to fence the land herself and to buy the house at a value set by two indifferent men. Mrs Mudge agreed to this and left it to the Governor and Council to fix whatever value they thought proper, should the land not be granted to her for the use of her children, which she still hoped would be done. The trustees then entered a plea for the children, asking that any money paid for the house be made over to them for the children's maintenance and upbringing. The Council considered the matter. Leases of ninety-nine years were illegal, unlawful and contrary to the Honourable Company's orders. The proper term was twenty-one years. The land had been in the possession of the children, or at least held for their use, for about eight years, so far as could be guessed, since nothing relating to it was registered or recorded in any of the Council books that could be found. Eight years deducted from twenty-one left thirteen years still to run, and at that point, the widow said, her children would still not be of age. **Interpretations** The grant of ninety-nine years made under Governor Poirier was held to be void because such long terms were forbidden by Company orders. The standing rule on St Helena was a maximum term of twenty-one years, and the Council treated any longer grant as a nullity regardless of the goodwill of the issuing governor. This shows how Company policy from London overrode local executive discretion, and how earlier grants could be reopened decades later when a dispute brought them under review. The absence of any entry in the Council books for the original grant was treated as a serious evidential gap. Title on the island depended on registration, and where the record was silent the Council fell back on rough estimation of how long the land had actually been occupied. This reveals the practical limits of administration in the colony, where memory and reputation often had to substitute for paper title. Samuel Jelsy's position is also significant. By marrying the widow Mudge he acquired a practical interest in property nominally held for his stepchildren, and his pressure on Connoway to fence and plant the ground shows how a stepfather could insert himself into the management of a minor's estate. The fence-and-wood requirement was itself a legal obligation imposed on tenants to improve Company land, and failure to perform it could endanger possession. **Speculations** The Council's observation that the children would still not be of age at the end of the thirteen remaining years points to the real difficulty in the case. Whoever held the lease would in practice enjoy the land for its whole remaining term, since the children could not take it up themselves before it expired. The dispute was therefore less about the children's future possession than about who would benefit from the ground in the interim.

BL Image No.	Document No.	OCR Transcription	Modern Interpretation
		Comp:as Orders. Notion of y:e Land upon y:e Comp:y [...] Conoway pretends than 13 Years remaining of 21 Mudge Says that her Children would not at Age then	
52	52	The Second Consideration is that the Wedow Mudge is Married to One Samuell Jelsy, and they have a Plantation of their Own of Twenty Two Acres, or thereabouts, and We dont think them Capable to Occupy both Plantations till there Children Come of Age. Thirdly the Wedow Conoway has Three Sons able to bear Arms for the Defence of this Island, and One Daughter Woman grown, and to Dispossess her will be the Ruin of her, and her Family, and they will be forced to go off, in Such a time as this is, when We want Men for Defence. Wherefore Ordered. That a Lease for Twenty One years, be granted the Wedow Conoway, Im- mediately upon the Fencing in of the Same. It is also Ordered. That the Wedow Conoway do pay, or Cause to be paid, to Samuell Jelsy, Or to his Wife formerly the Wedow Mudge, the Sum of Thirty pound In full payment for the house and Seven Thousand, Seven hundred Yams She had when She took possession of the Same, and that the Same be Ap- plyed for the Use of her Children, to bring them up in the Fear of God &c. and the Said Thirty pound to be in full of all Accounts between the partys aforesaid. It is also Ordered. That the Said Samuell Jelsy and his Wife, do Discharge the Trustees by giveing bond, and Security, that the aforesaid Children Shall not Come to the Parish Charge. Jn:o Roberts Edw:d Mashborne W:m Marsden Daniel Griffith Matthew Bazett **Margin Notes:** M:rs Mudges Marrying with Sam:ll Jelsey they Could not Occupy & manage y:e Owne & y:e Childrens Plantation till they come of Age That M:rs Conoway haveing 3 Sons able to bear Cornes [Armes] & a Daughter Woman grown, [...] not willing to dispossess and ruin of whole family in this time of Warr & Men Wanting Order'd a Lease of y:e 21 Years be granted M:rs Conway Im- mediately upon fencing in y:e said Land Also Order'd y:t M:rs Conway do pay Sam:ll Jelsey 30:b for y:e House & 7700 of Yams She had when She took possession of y:e same & y:e Same be Applyed for y:e Use of y:e Children, and y:e	The second consideration was that the widow Mudge had married Samuel Jelsy, and the couple already held a plantation of their own of about twenty-two acres. The Council did not believe they could properly occupy and manage both their own ground and the children's plantation until the children came of age. Thirdly, the widow Connoway had three sons fit to bear arms in the defence of the island, and one grown daughter. To dispossess her would ruin her and her family, and they would be forced to leave the island, which could not be allowed at a time when men were wanted for defence. It was ordered that a lease of twenty-one years be granted to the widow Connoway, to take effect as soon as she had fenced the ground. It was also ordered that the widow Connoway pay, or cause to be paid, to Samuel Jelsy or to his wife, formerly the widow Mudge, the sum of £30 0s 0d in full payment for the house and the seven thousand seven hundred yams she had received when she took possession. The money was to be applied to the maintenance and upbringing of the children in the fear of God, and the £30 0s 0d was to settle all accounts between the parties. It was further ordered that Samuel Jelsy and his wife discharge the trustees by entering into bond, with security, that the children would not become a charge upon the parish. John Roberts Edward Mashborne William Marsden Daniel Griffith Matthew Bazett **Interpretations** The Council's reasoning on the second point shows how landholding capacity was assessed in practice. Twenty-two acres was treated as the upper limit of what a single household could realistically work, so the addition of a further twelve acres to the Jelsy household was rejected on grounds of agricultural capacity rather than legal title. Land tenure on the island was conditioned on actual cultivation, and the Council was prepared to redistribute holdings where occupation would be merely nominal. The third consideration introduced military fitness as a determining factor in a civil land dispute. Connoway's household contained three sons of military age, and the Council weighed their value to the island's defence against the legal claim of the trustees. The phrase "in such a time as this" reflects the wider context of the War of the Spanish Succession, during which St Helena was vulnerable to French attack and the loss of any household with serviceable men was treated as a strategic loss. Civil questions of tenancy were openly subordinated to manpower needs. The requirement that Jelsy and his wife give bond and security that the children would not fall to the parish charge is the clearest expression of institutional anxiety in the consultation. Parish relief on the island was funded locally, and the Council used the bond mechanism to shift the financial risk of the children's future maintenance from the public purse onto their stepfather and mother. The discharge of the trustees was made conditional on this guarantee, which converted a guardianship arrangement into a private indemnity backed by sureties. **Speculations** The combined effect of the £30 0s 0d order and the bond requirement looks like a deliberate structure to insulate the children's interest from their stepfather's control. The money was nominally paid to Jelsy or his

BL Image No.	Document No.	OCR Transcription	Modern Interpretation
		30:b in full of all Acc:os Order'd y:t Jelsey & his Wife discharge y:e Trustees Give bond and Security to keep y:e Children from y:e parish	wife, but it was earmarked for the children's upbringing, and the bond made the couple liable if the children later became a parish burden. This created a financial discipline that the trustees' authority alone could not have enforced once they were discharged, and it transferred the cost of any future failure onto the Jelsys' own estate.
53	53	Island St: Helena At a Consultation held on Tuesday the 18.th day of Aprill. 1710. At the United Castle in James Valley. Pres. Jn:o Roberts Esq:r Governour Edw: Mashborne Dep:ty Govern:[our] W:m Marsden. 3.d in Coun:cell Daniel Griffith. 4.th in Coun:cell Mathew Bazett. 5.th in Coun:cell Cap:tn Mashborne Reports that there is not above Seven Months Yams Left to Digg, in the Hon:[b]l[e] Companys Plantations, So that We must begin in time to provide, Least We be put to a Non Plus, and Want food, We thought that haveing bought So many Last Year, We had Enough to Last this. Cap:tn Mashborne Says he has been much Deceived in the Ground, that is to Say Pounder ground, which he thought he might have Dugg Three Months in it, but the Yams proves not fitt to Eate, and all the Guts below the House are Worn out. It is Ordered. That whatsoever Yams are Offered be Accepted, and bought, for the Use of the Hon:[b]l[e] Company. The Increase of the Yam Plantations is of So great Impor- tance Especially Since We have Writ for Two Hundred Blacks more, and therefore the Governour is of Opinion that We Ought to Increase the Plantations to Three Millions of Yams, and that he will Lay by, all thoughts of doing any thing Else, Except it be about Thirty Blacks to build Managers Castle, Untill a Store Shipp Should Arrive, for when he Believes, he has more Urgent Occasions to Fence the Outside of the Island, First that is to Say to Fortify it against all the Attempts of an Enemy, and Since it is the Opinion of this Councill, that it will Require No Less then One hundred and Twenty Acres, of good Ground, to plant the Three Millions of Yams. It is Ordered. That Cap:tn Mashborne, M:r Griffith, and M:r Bazett, go forthwith, and Survey this Island, In those parts that are Nearest to any of the Hon:[b]l[e] Comp:s Plantations, as also the Plantations themselves, and to make there Report. First what Quantety of Yams there is at present groweing and in what places, and how many in Each particular place. **Margin Notes:** Yams falls Short in y:e Comp:s Plantation Yam[s] at Pouner are not the	Island St Helena At a consultation held on Tuesday 18 April 1710 at the United Castle in James Valley. Present: John Roberts Esq, Governor Edward Mashborne, Deputy Governor William Marsden, third in Council Daniel Griffith, fourth in Council Mathew Bazett, fifth in Council Captain Mashborne reported that no more than seven months' supply of yams remained to be dug from the Honourable Company's plantations. Provision had to be made in good time so that the Company should not be left without food. The Council had thought that the heavy purchases of the previous year would have been sufficient to carry the island through to the next harvest. Captain Mashborne said he had been much deceived in the ground known as Pounder ground. He had expected to dig three months' yams from it, but the yams there were not fit to eat. The whole of the Guts below the house were also worn out. It was ordered that any yams offered for sale be accepted and bought for the use of the Honourable Company. The increase of the yam plantations was of the first importance, particularly as the Council had written home for a further two hundred slaves. The Governor was of the opinion that the plantations should be enlarged so as to produce three million yams. He was prepared to set aside every other undertaking, except the employment of about thirty slaves on the building of Manager's Castle, until a store ship should arrive. He held the fortification of the outside of the island against any attempt by an enemy to be the more pressing duty. The Council was of the opinion that no less than one hundred and twenty acres of good ground would be required to plant the three million yams. It was ordered that Captain Mashborne, Mr Griffith and Mr Bazett go out at once and survey the island, both those parts lying nearest to the Honourable Company's plantations and the plantations themselves, and bring in their report. First, what quantity of yams was at present growing, in what places, and how many in each particular place. **Interpretations** The seven months' figure given by Captain Mashborne represents the Company's calculation of food security in terms of standing crop rather than harvested stock. Yams were left in the ground until needed and dug as consumption required, so the measure of supply was the number of months' digging still available in the plantations. This shows how subsistence administration on the island worked through estimates of growing stock rather than warehouse inventory. The target of three million yams was tied directly to the request for a further two hundred slaves. The Council was planning food production against an anticipated rise in the slave population that the Company would have to feed, and the figure represented a forward calculation rather than a response to current demand. The one hundred and twenty acres of good ground required for the planting indicates the scale of land that the Company expected to bring into cultivation to support the enlarged labour force.

BL Image No.	Document No.	OCR Transcription	Modern Interpretation
		Ground, that is to Say fitt to eat Yams offered for Sale to be bought for y:e Comp:y Touching y:e increase of y:e Yam Plantations it is of great Opinion to have 3,000,000 of Yams & of the y:e ab: increase of more Plantations and 200 Blacks more than and thus will require 120 Acres of good Land Cap:tn Mashborne, M:r Bazett & M:r Griffith do Survey those parts nearest to Comp:s plantat:n & y:e plantations and make their report What quantity groweing & where how many in each place	The Governor's willingness to set aside all other works except for about thirty slaves on Manager's Castle shows how labour was rationed between competing priorities. Building, planting and fortification all drew on the same pool of slave labour, and the Governor was choosing to concentrate it on food production and one continuing construction project until the arrival of a store ship eased the pressure. **Speculations** The pairing of the three-million-yam target with the request for two hundred more slaves suggests that the Governor was using the food shortage to justify a larger expansion of cultivated ground than the immediate position required. A seven-month supply gap could have been answered by smaller measures, but the Council chose to enlarge the plantations in line with the anticipated arrival of additional labour. The decision treated the current shortfall as evidence for a structural increase rather than as a one-off problem.
54	54	Secondly what Places is proper, Near, or adjoyning to any of the Hon:[b]l[e] Companys Plantations as aforesaid, the Names of Such places, and the Quantety of Yams that may be there planted. Thirdly To Inspect and View the Fences, already about the Plantations, and what is proper more to doe, as well to Fenceing in the Yam Plantations, as Pasture Land, that is to Say to give the best Estimation they Can, how many Roddr it will take up, whether it be Faced Wall, Or Double Wall, that an Estimation may be Drawn up, how much the Charge will Come too, as also in what Conditions the Walls are in about the Plantations, and what will be the Charge of Repaires, to make them Lawfull Fences, and Report the Same to the Councell, Assoon as they Can Conveniently, and Should they differ in Opinions, Let there Different Opinions be Recorded. The Petition of Sarah Bell, Wife of Robert Bell, Setting forth that her former Husband Praise Pledger Left a Black Woman Named Doll, to her Son John Pledger, who is Dead, and therefore She Desires to know, who the Black must fall too, there being yet Four Children Remaining, and the Said Black Woman has been Vallued by Two Indefferent persons at Thirty pound. Upon Consideration of the abovesaid Petition Ordered. That Robert Bell in his Right of his Wife the Petitioner Shall have Ten pound, One third part of the Black, and the Other Two Thirds to go to the Rest of the Children, being Four Remaining which is Five pound Each, and this, as well as the Rest of the Legacys to Remain in his hands, till the Children Comes of Age, or dye, or Marriedge, and he to be Accountable for the Same, Unless they Choose a Guarde[a]m. We finde by the Will there is Three head of Cattle Left to	Secondly, what places were proper, near or adjoining to any of the Honourable Company's plantations, the names of those places and the quantity of yams that might be planted there. Thirdly, to inspect the fences already around the plantations and to determine what further work was needed, both for the enclosure of the yam plantations and of the pasture land. The surveyors were to give the best estimate they could of how many rod it would take, whether faced wall or double wall, so that the cost could be worked out. They were also to report on the condition of the existing walls about the plantations and the charge of repairs to bring them up to a lawful fence. The report was to be brought to the Council as soon as conveniently possible, and if the surveyors differed in their opinions, those different opinions were to be recorded. The petition of Sarah Bell, wife of Robert Bell, was presented. She set out that her former husband Praise Pledger had left a black woman named Doll to her son John Pledger, who was now dead. She desired to know to whom the slave should now fall, since four other children remained. The slave had been valued at £30 0s 0d by two indifferent persons. It was ordered that Robert Bell, in right of his wife the petitioner, should have £10 0s 0d, being one third part of the value of the slave. The other two thirds were to go to the remaining four children, at £5 0s 0d each. This share, together with the rest of the legacies, was to remain in Bell's hands until the children came of age, died or married. Bell was to be accountable for the money, unless the children chose a guardian. The Council noted that the will also left three head of cattle to John Pledger and asked what had become of them, so that the matter might be settled in full. Sarah Bell declared that the three head of cattle had died before the two years had expired during which the cattle should have come to John Pledger with their increase, as the will intended. It was ordered that the three head of cattle remain an entire loss to that estate and that no compensation be made for them afterwards. On second thoughts the Governor directed Captain Mashborne to take three able planters with the rest of the Council on the survey of the plantations. The Storekeeper brought in his account of the sale of goods from 25 February 1710 to 25 March following, amounting as follows. **Interpretations** The rod was a standard unit of measurement for walling and fencing work, equal to sixteen and a half feet, and was the unit in which masons and labourers

BL Image No.	Document No.	OCR Transcription	Modern Interpretation
		the aforesaid John Pledger, We want to know what is become of them, that So this Point may be Intirely Decided. She Declares that the Three head of Cattle Left to John Pledger dyed before the Two Years was Expired, by which they Should Come to him, with the Increase according to the Intent of the Will. Ordered. That the Three head of Cattle doe Remain an Intire Loss to that Estate and that no Satisfaction be made for the Same hereafter. The Governour upon Second thoughts Ordered Cap:tn Mash- borne to get three able Planters to go with the Rest of the Councill upon the Survey of the Plantations. The Storekeeper brought his Account of the Sale of goods from the. 25.th February. 17 09/10. to the 25.th March following Amounting to as followeth. **Margin Notes:** What nearest proper [...] near y:e or y:e parts of y:e Company's Yams planted their View of Fences abo:t y:e Plantations & pasture Lands, whether to make a faced Walls a double Wall & how many Rods will do Petition Sarah Bell in right of her 4 Children for a Black Wench Valued at [...] Order'd Rob:t Bell in right of his Wife have 10:b being 1 third part of y:e Sale [...] 4 parts to go to y:e 4 Children, being y:e [...] 5 each Child to remaine in Bells hands till they come of Age, or Marry 3 Head of Cattle Left to John Pledger by Will not over wanting M:rs Bell saith y:e s:d Cattle dyed y:e 2 years before they fell to y:e Pledger Order'd y:t said Cattle be an intire Loss to y:e Estate His Gov:r order'd Cap:tn Mashborn to get 3 able Plant:rs to go with y:e Councell to Survey y:e Plantations Store Keepers Acc:os	were paid. By requiring the surveyors to estimate the work in rod, the Council was preparing for a contracted price calculation rather than a general impression of cost. The distinction between a faced wall and a double wall mattered because the two forms used different quantities of stone and labour. A faced wall presented dressed stone on one side only, while a double wall was finished on both sides, and the choice between them affected both the cost and the strength of the enclosure. A lawful fence was one that met the standard required by island regulation for the keeping in or out of livestock, and a wall that fell below that standard left its owner liable for any straying or damage. The legacy of the slave woman Doll illustrates the legal treatment of slaves as transferable property under the local law of inheritance. Doll was valued at £30 0s 0d by two indifferent persons, the same valuation procedure used for buildings and improvements, and the proceeds were divided among the surviving heirs in proportion to their entitlement. The death of John Pledger did not extinguish his share but caused it to be redistributed among the surviving members of the family, including his mother in her own right. This shows how a slave functioned legally as a discrete unit of estate value that could be partitioned through cash equivalents rather than physical division. The ruling that the three dead cattle were an entire loss to the estate, with no later compensation, closed off any possibility of the heirs claiming an equivalent value from other property. The will had given John Pledger the cattle together with their natural increase, on the assumption that the animals would survive and breed during a two-year qualifying period. Their death before that period expired extinguished both the original bequest and the expected increase. The Council was applying the principle that risk of loss in livestock legacies fell on the estate of the legatee, not on the wider estate of the testator. **Speculations** The strict ruling on the dead cattle suggests that the Council was anxious to prevent claims for compensation from being mounted on speculative grounds. If the estate had been required to make good the loss, every legacy of livestock would have carried an implicit guarantee of survival, and the administration of wills on the island would have become open-ended. By drawing a firm line at the moment of death, the Council preserved the principle that legacies of living property carried their own risk and could not be converted into cash claims after the fact.
55	55	An Account of Goods Sold and Deliver'd the Inhabitants out of the Hon:[b]l[e] Comp:as Stores, at S:t Helena from February 25.th Exclusive to March the. 25.th Inclusive 1710. Vizt. Inhabitants Vizt £: s: d Nailes - - - - - - - - - - - - 1: 6: 8¾ Glass Ware - - - - - - - - - - 2: 8 Haberdashery Ware - - - - - - - 4: 10: 5½ Iron Mongers Ware - - - - - - - 1: 12: 7	An account of goods sold and delivered to the inhabitants out of the Honourable Company's stores at St Helena from 25 February exclusive to 25 March inclusive 1710, as follows. Inhabitants: Nails - £1 6s 8¾d Glass ware - £0 2s 8d Haberdashery ware - £4 10s 5½d Ironmongers' ware - £1 12s 7d Shoes - £1 7s 3d Tin ware - £0 18s 4d Stationery ware - £0 4s 10d Goods formerly the Old Company's - £1 4s 0d Naval and garrison stores - £0

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		Shoes - - - - - - - - - - - - - 1: 7: 3 Tin Ware - - - - - - - - - - - 18: 4 Stationary Ware - - - - - - - - - 4: 10 Goods Formerly the Old Companys - - 1: 4: - Navvall and Garrison Stores - - - - 15: 10 Brasiers Ware - - - - - - - - - 13: 8 Hosiers Ware - - - - - - - - - 10: 8 Hatts - - - - - - - - - - - - - 1: 13: 9 Pewterers Ware - - - - - - - - 10: - Woollen goods - - - - - - - - 15: 18: 9 Cutlary Ware - - - - - - - - - 8: -: 9 Tobacco pipes - - - - - - - - - 1: 18: - Soap. 45 - - - - - - - - - - - 2: 5: - Tobacco 245 - - - - - - - - - - 24: 2: - Provisions 42 Flower - - - - - - 8: 9 Salt. 3½ Bushells - - - - - - - - 18: - Read Coates - - - - - - - - - - 3: 16: - Indian Silk. 33¼ O:z. at. 2:6 p:r O:z - 4: 3: 4½ Arrack Bat: 21 ¾ Gall: at 6 - - - 6: 6: 9 10 ½ - - 10 - 5: 3: 9 11: 10: 6 Romalls. 86 pieces at. 18: 9 p:r p:c[e] - 5: 12: 6 Sugar 458½ at. 8 p:r [...] - - - - - 15: 5: 4 Linning goods - - - - - - - - - 16: 2: 9 Sugar Candy. 27¼ - - - - - - - - 13: 14: 6 Beefe and Sheet 2 Casks - - - - - 2: - Island Shoes and Pumps - - - - - 16: 11: - Surratt Soap. 23 ½ at. 5 p:r [...] - - - - 1: 3: 6 Wine Cyer 1¼ Gallons p:r [...] - - - - 15: - 156: 8: 6¾ Generall Table Vizt Glass Ware - - - - - - - - - - 1: 4 Haberdashery Ware - - - - - - - 2: 6 Stationary Ware - - - - - - - - - 1: 1 Brasiers Ware - - - - - - - - - 1: 1 Pewterers Ware - - - - - - - - 3: 9¼ Woollen goods - - - - - - - - 7: 6 Cutlary Ware - - - - - - - - - 13: 11½ Tobacco pipes - - - - - - - - - 6: - Provisions 6½ Flower - - - - - - 7: 10: 10½ Salt 1 Bushell - - - - - - - - - 18: 4 Arrack 26½ Gallons - - - - - - 5: 8 Sugar. 27¾ at 8 p:r [...] - - - - - 10: - Rice 34 - - - - - - - - - - - 8: 2: - Sugar Candy 50. 56 Suet - - - - - 4: 16: - Beefe and Suet. 56 Suet - - - - - 15: - Pepper 2 - - - - - - - - - - 15: - Surratt Soape 96. at 12 p:r [...] - - - - 23: 13: 3 Wine Cyer 3¼ Gallons - - - - - - 23: 13: 3 Carried Over 180: 11: 9¾ **Margin Notes:** The Store Keepers Monthly Acco:t brought in of all Goods Sold and delivered out of y:e Hon:[ble] Companys Stores from the	15s 10d Braziers' ware - £0 13s 8d Hosiers' ware - £0 10s 8d Hats - £1 13s 9d Pewterers' ware - £0 10s 0d Woollen goods - £15 18s 9d Cutlery ware - £8 0s 9d Tobacco pipes - £1 18s 0d Soap, 45 - £2 5s 0d Tobacco, 245 - £24 2s 0d Provisions, 42 flour - £0 8s 9d Salt, 3½ bushels - £0 18s 0d Red coats - £3 16s 0d Indian silk, 33¼ oz at 2s 6d per oz - £4 3s 4½d Arrack, batta 21¾ gallons at 6s, and 10½ at 10s - £11 10s 6d (made up of £6 6s 9d and £5 3s 9d) Romalls, 86 pieces at 18s 9d per piece - £5 12s 6d (sub-figure as entered, separate from the main column) Sugar, 458½ at 8d per [...] - £15 5s 4d Linen goods - £16 2s 9d Sugar candy, 27¼ - £13 14s 6d Beef and sheep, 2 casks - £0 2s 0d Island shoes and pumps - £16 11s 0d Surat soap, 23½ at 5s per [...] - £1 3s 6d Wine cider, 1¼ gallons per [...] - £0 15s 0d Total for inhabitants - £156 8s 6¾d General Table: Glass ware - £0 1s 4d Haberdashery ware - £0 2s 6d Stationery ware - £0 1s 1d Braziers' ware - £0 1s 1d Pewterers' ware - £0 3s 9¼d Woollen goods - £0 7s 6d Cutlery ware - £0 13s 11½d Tobacco pipes - £0 6s 0d Provisions, 6½ flour - £7 10s 10½d Salt, 1 bushel - £0 18s 4d Arrack, 26½ gallons - £0 5s 8d Sugar, 27¾ at 8d per [...] - £0 10s 0d Rice, 34 - £8 2s 0d Sugar candy, 50, and 56 suet - £4 16s 0d Beef and suet, 56 suet - £0 15s 0d Pepper, 2 - £0 15s 0d Surat soap, 96 at 12s per [...] - £23 13s 3d Wine cider, 3¼ gallons - £23 13s 3d Carried over - £180 11s 9¾d **Interpretations** The store account distinguishes sharply between two categories of customer. The inhabitants column records sales to private settlers and free householders on the island, who paid for their goods either in cash, in produce or against credit on the Company's books. The General Table was the establishment that fed the Governor, the councillors and their guests at the Castle, and its consumption was charged to a separate Company account rather than to private individuals. The two columns together give a monthly picture of how Company stores supplied both the civil population and the senior establishment. The composition of the inhabitants' purchases reveals the structure of imported supply. The largest single line is tobacco at £24 2s 0d, followed by woollen goods at £15 18s 9d and sugar at £15 5s 4d, with sugar candy, linen goods, Island shoes and arrack making up much of the remainder. Tobacco and woollen cloth were the principal habit-forming and clothing imports from England, while sugar, sugar candy, arrack and Surat soap were brought from India and the East Indies on the Company's homeward voyages. The Company functioned as the monopoly retailer of all of these on the island, and the inhabitants had no legal source of supply except the Company stores. The entry for goods formerly the Old Company's refers to stock inherited from the original East India Company, which had merged with the New East India Company in 1709 to form the United East India Company. By 1710 the old stock was still being worked off through ordinary sales, and the store accounts kept it as a separate line so that the proceeds could be reconciled with the closing accounts of the merged Company. **Speculations** The combination of inhabitants' purchases dominated by tobacco, woollen cloth and sugar with a General Table dominated by flour, rice and soap shows how differently the two populations consumed Company supply. The settlers were buying tax-bearing pleasure goods and durable clothing, while the Castle was buying bulk subsistence and household consumables. This points to a settler economy in which discretionary spending on imported luxuries was a

BL Image No.	Document No.	OCR Transcription	Modern Interpretation
			significant share of household outlay, even at the level of the small farmers on this island.
56	56	£: s: d Brought Over - - - - - - - 180: 11: 9¾ Fortifications Vizt. Nailes - - - - - - - - - - - 2: 14: 6½ Iron Mongers Ware - - - - - - 3: 13: 4 Stationary Ware - - - - - - - 2: 4½ Old Companys goods 2. Masons Adces - - 8: - Unwrought Iron 3 Barrs of. 142 - - - 1: 15: 6 Steel 18. English D:o at. 6 p:r [...] - - - 9: - Navvall and Garrison Stores - - - - 6: 10: - Cutlary Ware - - - - - - - - 6: - Tobacco 5 - - - - - - - - - - 2: - Arrack. 21½ Gallons. 7 - - - - - 7: 10: 10½ Sugar 52 - - - - - - - - - - 1: 14: 8 Sugar Candy 6 - - - - - - - 6: - Beefe and Suet. 2 puncheons Beefe - 22: 8: - 47: 17: 3½ Plantation Vizt. Iron Mongers Ware - - - - - - 14: 5 Tinmans Ware - - - - - - - - 2: 9 Stationary Ware - - - - - - - 4: 9 Old Companys goods - - - - - - 5: 2 Iron Potts. 1. of. 86 - - - - - - 2: 3: - Navvall and Garrison Stores - - - - 7: 4 Brasiers Ware - - - - - - - - 2: - Provisions. 36 flower - - - - - - 7: 6 Salt 2½ Bushells - - - - - - - 15: 6 Blacks Clothing 1 Sute - - - - - 14: - Island Shoes 1 payr - - - - - - 5: - 9: 4: 6 Garrison Vizt. Nailes - - - - - - - - - - - - 1: 8 Iron Mongers Ware - - - - - - 7: 4 Pewterer Ware - - - - - - - - 13: - 1: 2: - Sum Totall 238: 15: 7½ Jn:o Roberts Edw:d Mashborne W:m Marsden Daniel Griffith Matthew Bazett **Margin Notes:** 25 day of February To the 25 day of March 1710	Brought over - £180 11s 9¾d Fortifications: Nails - £2 14s 6½d Ironmongers' ware - £3 13s 4d Stationery ware - £0 2s 4½d Old Company's goods, 2 masons' adzes - £0 8s 0d Unwrought iron, 3 bars of 142 - £1 15s 6d Steel, 18 English ditto at 6d per [...] - £0 9s 0d Naval and garrison stores - £6 10s 0d Cutlery ware - £0 6s 0d Tobacco, 5 - £0 2s 0d Arrack, 21½ gallons at 7s - £7 10s 10½d Sugar, 52 - £1 14s 8d Sugar candy, 6 - £0 6s 0d Beef and suet, 2 puncheons beef - £22 8s 0d Total for fortifications - £47 17s 3½d Plantation: Ironmongers' ware - £0 14s 5d Tinmans' ware - £0 2s 9d Stationery ware - £0 4s 9d Old Company's goods - £0 5s 2d Iron pots, 1 of 86 - £2 3s 0d Naval and garrison stores - £0 7s 4d Braziers' ware - £0 2s 0d Provisions, 36 flour - £0 7s 6d Salt, 2½ bushels - £0 15s 6d Blacks' clothing, 1 suit - £0 14s 0d Island shoes, 1 pair - £0 5s 0d Total for plantation - £9 4s 6d Garrison: Nails - £0 1s 8d Ironmongers' ware - £0 7s 4d Pewterer ware - £0 13s 0d Total for garrison - £1 2s 0d Sum total - £238 15s 7½d John Roberts Edward Mashborne William Marsden Daniel Griffith Matthew Bazett **Interpretations** The account is divided into four headings of consumption: the inhabitants, the General Table, the fortifications and the plantation, with a small final entry for the garrison itself. Each represents a distinct Company cost centre. The inhabitants paid for their goods, while the other three were charged against Company expenditure on works, food production and defence. The structure allowed the accountants in London to see at a glance what each branch of activity on the island was costing in stores. The fortifications account at £47 17s 3½d is dominated by a single line, two puncheons of beef at £22 8s 0d, which together with the arrack at £7 10s 10½d and the sugar at £1 14s 8d represents the rations supplied to the workmen engaged on the defences. A puncheon was a large cask, generally of seventy to eighty gallons capacity, and two of them held enough salted beef to feed a substantial labour force for several weeks. The presence of these victualling items in a building account shows how labour on Company works was sustained directly out of imported provisions rather than paid in cash for the workers to feed themselves. The grand total of £238 15s 7½d for a single month gives a sense of the Company's monthly turnover in stores on the island. With the inhabitants accounting for roughly two thirds of the total at £156 8s 6¾d, and the General Table for a further £24 3s 3¼d, the private and senior establishments together drove most of the throughput, with the works, the plantation and the garrison drawing the smaller institutional share. This pattern is consistent with a colony whose primary economic activity was settler farming supported by Company supply, rather than one where the Company itself was the dominant consumer. **Speculations** The very high beef line in the fortifications account suggests that the workforce on the defences was being fed at a noticeably better standard than the slaves on the plantation, who appear in the accounts only through small allowances of flour, salt and clothing and were otherwise sustained by the yams they themselves grew. Workmen on the walls received imported salted beef and arrack at Company cost, which points to a

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			deliberate differentiation in maintenance between two categories of labour, with the fortification workers treated as a privileged group whose pace and morale the Council was prepared to support with expensive imported rations.
57	57	Island St. Helena At a Consultation, held on Tuesday the. 9.th day of May. 1710. At the United Castle in James Valley. Pres. Jn:o Roberts Esq:r Governour Edward Mashborne Dep:ty Govern:r William Marsden. 3.d in Councill Daniel Griffith. 4.th in Councill Mathew Bazett. 5.th in Councill Just as the Councill was goeing to Sitt the Allarm Guns was fired, the Councill was Adjourned till further Order, and Every One went to their Posts. In the Afternoon. The Allarm was made between Eight and Nine in the Morning, and the Ship Arrived in the Road about One a Clock, which was the Sarah Galley Cap:tn Joseph Beale Comander, with One M:r Joseph Pluny Sup:ro Surgeo[n] who Saÿled from England the 13.th January Last, and touched at Rio de Janieirie, and there they met with the Portuguese Fleet, with a great many Men of Warr, and Merchant Men, Leaving that Port they Stood to the Northard, Designing for the West Indies, but Meeting with Calms, and Contrary Winds, in the Lattitude of Fifteen Degrees South, upon Second thoughts they Stood again to the Southard, and so came here to S:t Helena, and Desires Leave to Refresh his Men, and to Water his Shipp, and have fresh Provisions. Ordered. That he have the Liberty of the Port, paying a Barrell of Powder, and Few Shillings Anchoridge, the Customary Port Charges. The Governour Says when he was in the West Indies he heard the Planters Say that they Generally Used to plant Indian Corn, or Meaze in the ground they planted Sugar Canes. First they used to plant a Row of Meaze, or Corn, then a Row of Suigar Canes, and so On, In which they Said they had a Double Advan- tage for the Corn would grow up presently, and So Shelter the Young Canes, till they had taken good Root, and the Corn after it was Ripe, Cut down and Stoved for Food, as well for themselves, as there Blacks. Now the Governour thinks that Ten Acres of the Land, We bought of M:rs Esthope that is Inclosed if it were planted with Indian Corn **Margin Notes:** The Councell was just going to Sitt an Allarm was made for Cap:tn Jos:h Beale	Island St Helena At a consultation held on Tuesday 9 May 1710 at the United Castle in James Valley. Present: John Roberts Esq, Governor Edward Mashborne, Deputy Governor William Marsden, third in Council Daniel Griffith, fourth in Council Mathew Bazett, fifth in Council Just as the Council was about to sit, the alarm guns were fired. The meeting was adjourned until further order and every member went to his post. In the afternoon. The alarm had been given between eight and nine in the morning. The ship reached the road at about one o'clock and proved to be the *Sarah Galley*, Captain Joseph Beale commander, with Joseph Pluny, super-cargo and surgeon, on board. She had sailed from England on 13 January 1710 and had called at Rio de Janeiro, where she fell in with the Portuguese fleet and a large body of men-of-war and merchantmen. Leaving that port she stood to the northward, intending the West Indies, but met with calms and contrary winds in latitude fifteen degrees south. On second thoughts she stood to the southward again and so came to St Helena. The commander asked leave to refresh his men, water his ship and take in fresh provisions. It was ordered that he have the liberty of the port on payment of a barrel of powder and a few shillings' anchorage, the customary port charges. The Governor said that when he had been in the West Indies he had heard the planters there speak of the practice of planting Indian corn, or maize, in the same ground as their sugar canes. The method was to plant a row of maize, then a row of sugar canes, and so on by rows. The planters claimed a double benefit from the arrangement. The corn grew up quickly and sheltered the young canes until they had taken good root, and once the corn was ripe it was cut down and stored as food for the planters themselves and for their slaves. The Governor was now of the opinion that ten acres of the enclosed land bought from Mrs Easthope, if planted with Indian corn **Interpretations** The firing of the alarm guns at the approach of an unidentified sail and the immediate adjournment of the Council shows how the island's defensive routine took absolute precedence over civil business. The whole governing body, including the Governor and the Deputy Governor, dispersed to assigned positions on the alarm rather than waiting for the vessel to be identified. This reveals a defensive culture shaped by the continuing War of the Spanish Succession, in which the possibility that any approaching sail might be a French raider was treated as the working assumption. The barrel of powder and few shillings anchorage charged on the *Sarah Galley* show how the Company taxed visiting shipping. The powder element converted the port charge into a contribution to the island's own defences, since gunpowder was the most valuable consumable in the magazine and the most difficult to replace. Anchorage, the smaller cash element, was the cost of using the road as a refuge. The combination of a powder levy and a cash charge meant that every passing vessel directly strengthened the Company's military capacity as well as its accounts. The Governor's account of the West Indian intercropping of maize and sugar cane brought a piece of Caribbean agricultural knowledge into the

BL Image No.	Document No.	OCR Transcription	Modern Interpretation
		Comand of y:e Sar[a]h Galley from Bristo:l gale Order'd they have Liberty of y:e Port to refresh & Water paying y:e Customary Port Charges Indian Corn & Meaze [...] used planted where they plant Sugar Canes in y:e West Indies The method how they Plant it Easthopes Land	deliberations of the Council. The interleaving of rows allowed the same ground to produce a food crop and a cash crop together, with the maize providing both shelter and rations while the canes matured. The Governor's familiarity with the practice marks a point of agricultural transfer from one plantation colony to another, mediated through a Governor who had personally observed it. **Speculations** The Governor's proposal to introduce maize on the Easthope land may have been driven less by interest in sugar than by the food shortage discussed earlier in April. A row-and-row planting of maize alongside an established cane or yam crop would deliver an additional grain harvest from ground already under cultivation, and would expand the island's food supply without committing further acreage to a single crop. The Caribbean precedent gave him a tested model to argue for, and the recently purchased and already fenced Easthope ground provided a low-risk site on which to try it.
58	58	Corn it would do us Abundance of Service, and We have some by us, that We got out of the Governours Garden at the Fort, but if there Should not be Enough of it Cap:tn Mashborne must Endeavor to get more of any is to be had upon the Island, and to Cause hands Imediately to plant the Same to try for an Experiment. Jn:o Roberts Edw:d Mashborne W:m Marsden Daniel Griffith Matthew Bazett Island St: Helena At a Consultation held on Satur- day the 20.th day of May. 1710. At the United Castle In James Valley. Pres. Jn:o Roberts Esq:r Governour Edw: Mashborne Dep:ty Govern:r William Marsden. 3.d in Coun:cell Daniel Griffith. 4.th in Coun:cell Mathew Bazett. 5.th in Coun:cell This day the Councill were Summoned to Open the Generall Letter, that Came by the Mead Frigat, which was Read Openly In Councill. Ordered That the Generall Letter be Coppyed Over in a book for that pourpose. And as the Ship Lyes becalmed to the Windward of the Island, that there be an Order got Ready for the Mooreng of his Ship Assoon as She Arrives In a proper place for Security and Con- veniency of Unlading. And that M:r Griffith be appointed to Receive the Cargoe on Shore, Observing the Weather, How many Boates &c. and other Circum- stances of delays, or Despatch &c. Jn:o Roberts Edw:d Mashborne W:m Marsden Daniel Griffith Matthew Bazett **Margin Notes:** For a Tryall by way of Experim:t The Generall Letter	corn, it would be of great service to the island. There was already some seed in hand, taken from the Governor's garden at the fort, but if it were not sufficient Captain Mashborne was to procure what more could be had anywhere on the island, and to set hands to plant it at once by way of experiment. John Roberts Edward Mashborne William Marsden Daniel Griffith Matthew Bazett Island St Helena At a consultation held on Saturday 20 May 1710 at the United Castle in James Valley. Present: John Roberts Esq, Governor Edward Mashborne, Deputy Governor William Marsden, third in Council Daniel Griffith, fourth in Council Mathew Bazett, fifth in Council The Council was summoned this day to open the general letter that had come by the *Mead Frigate*, which was read openly in Council. It was ordered that the general letter be copied into a book kept for that purpose. As the ship lay becalmed to windward of the island, an order was prepared for her mooring as soon as she should arrive, at a proper place for security and the convenience of unlading. Mr Griffith was appointed to receive the cargo on shore, observing the weather, the number of boats employed and any other circumstances of delay or dispatch. John Roberts Edward Mashborne William Marsden Daniel Griffith Matthew Bazett **Interpretations** The general letter was the principal annual communication from the Court of Directors in London to the Governor and Council, containing instructions on policy, appointments, finance and trade for the year ahead. The summoning of the Council specifically to open and read it shows the institutional weight given to the document. It was not opened privately by the Governor but read aloud in formal session, so that every councillor heard the instructions at the same moment and no one could later claim ignorance of what London had ordered. The order that the letter be copied into a book kept for that purpose reflects the Company's reliance on written record as the foundation of administrative continuity. The original would be preserved in the Castle, but a fair copy in the register provided a working reference that successive councils could consult without disturbing the original. This practice also created an audit trail that the Directors could check on the return of any of their own officers, since the copy in the book had to match the letter as sent.

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		opened And ordered to be Copy'd in a Book Ship Mead Friggat is becalm'd M:r Griffith to receive y:e Cargo on Shore observeing y:e Weather Boates [...] delay to dispatches	Mr Griffith's appointment to receive the cargo on shore shows how individual councillors were given working responsibilities outside formal session. The receiving officer had to observe weather, count boats and record delays, all of which formed part of the eventual reconciliation between the manifest sent from London and the goods actually landed at the Castle. Any discrepancy could later be settled by reference to his notes, which protected both the Company and the master against unjustified claims. **Speculations** The careful procedural treatment of the general letter, with formal summoning, open reading and ordered copying, may reflect anxieties about the proper handling of London's instructions in a small council where the Governor's personal authority might otherwise dominate. By ensuring that every councillor heard the contents in session and that a register copy was prepared at once, the Council protected itself against any later suggestion that the Governor had filtered or withheld parts of the letter. The procedure was as much a check on the Governor as a service to him.
59	59	Island St: Helena At a Consultation held on Tuesday the. 30.th day of May. 1710. At the United Castle in James Valley. Pres. Jn:o Roberts Esq:r Governour Edw:d Mashborne Dep:ty Governour W:m Marsden. 3.d in Councill Daniel Griffith. 4.th in Councill Mathew Bazett. 5.th in Councill The Governour Says Reading of the Superscription of the Letter Received from the Hon:[b]l[e] Court of Directors, were it is Said to the Worshipfull the Governour and Councell for all the Forces and Affairs. He desires to know whether the Direction of the Forces is not Immediate- ly under his Command, for He Believes his predecessor was always Counted Capt:[ain] and Comander in Cheef of all the Forces, and the Coun:cell and all Other Officers, and Soldiers, In time of Action, or Otherwise, were Immediately under the Governours Orders, and the Executive Power Lodged in him, to Call Councills of Warr, hold Court Marshalls, when and as Often as he thinks Convenient, and to Direct all Other Matters that has any Relation to Martiall Discipline, to the Setling of this point, He desires his Comision may be Read, and Your Reso- lutions thereupon, that in time of Action Every One may Know whom to Obey, for One Cheef there must be. The Councill Says upon Reading the Governours Comission were it Says by their presents, do make Constetute, Ordain and Appoint the Said Cap:tn John Roberts Governour of Our Island S:t Helena Giveing and hereby Granting him full Power and Authority to Exe- cute all and Every, the Power and Authority Appertaineing to the office and Place of Governour of S:t Helena aforesaid, by and Accor- ding to Such Orders and Directions as are already Establisht by Us,	Island St Helena At a consultation held on Tuesday 30 May 1710 at the United Castle in James Valley. Present: John Roberts Esq, Governor Edward Mashborne, Deputy Governor William Marsden, third in Council Daniel Griffith, fourth in Council Mathew Bazett, fifth in Council The Governor drew the Council's attention to the address on the letter received from the Honourable Court of Directors. It was directed to the Worshipful the Governor and Council for all the forces and affairs. He desired to know whether the direction of the forces did not lie immediately under his command. His predecessor had always been counted captain and commander-in-chief of all the forces, and the Council and every other officer and soldier, both in time of action and otherwise, had stood immediately under the Governor's orders. The executive power had been lodged in him to call councils of war, to hold courts martial when and as often as he thought convenient, and to direct every other matter relating to martial discipline. To settle the point he asked that his own commission be read and that the Council give their resolution upon it, so that in time of action every man should know whom to obey, since there must be one chief. The Council, on reading the Governor's commission, found that by it the Court of Directors did make, constitute, ordain and appoint Captain John Roberts Governor of the Honourable Company's Island of St Helena, giving and granting him full power and authority to execute every power and authority appertaining to the office and place of Governor of St Helena, by and according to such orders and directions as were already established by the Court, and as had formerly been enjoyed by the late Governor. The Council then looked over the commission of the late Governor, Captain Stephen Poirier, dated 16 April 1705, where it was set out that the Court did make, constitute and appoint Captain Stephen Poirier to be Governor and commander-in-chief of the island, and of all and singular the forts, lands, territories and jurisdiction thereof, and of the forces then or thereafter employed for the service of the Governor and Company in the island, and of all the people and inhabitants thereof. It was resolved that Governor Roberts's commission was the same, and that the power **Interpretations**

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		and where formerly Enjoyd by the Late Governour. And Looking Over the Late Governour Cap:tn Poirier Comission Dated 16.th April. 1705. were its Said do make Constetute and Appoint you the Said Cap:tn Stephen Poirier to be Governour and Comander in Cheef of the Said Island, and of all and Singular the Forts, Lands, Terri- torys and Jurisdiction thereof and of the Forces which Now are, or hereafter Shall be Employed for the Service of us the Said Governour and Company in the Said Island, and of all the People and Inhabitants thereof. Wherefore Resolved. That Governour Roberts Comission is the Same, and the Power as **Margin Notes:** The Gov:r upon reading y:e Superscription of y:e Letter from y:e Hon:[ble] Comp:y Consults and proposes to his Councell whether his Title and Power be not equall with Cap:tn [...] in any of his Predecessors Cap:tn Gov:r Roberts Comission read to the Coun:cell [...] Looking [...] g[...] Poiriers Comission Resolved Cap:t Roberts Comission	The superscription of a letter from the Court of Directors carried real legal weight. The form of address used by the Court was treated as evidence of the standing of the office addressed, and on this occasion the Governor used the wording "for all the forces and affairs" to open a question about the scope of his own authority. The phrase suggested that the Court regarded the Governor and Council jointly as the head of military as well as civil business on the island, and the Governor wished this confirmed in his own person rather than left to collective interpretation. The wording of Roberts's commission did not in itself confer commander-in-chief status. It granted the powers of Governor as established by the Court and as formerly enjoyed by his predecessor. The Council therefore had to settle the question by reference to the earlier commission of Captain Stephen Poirier of 16 April 1705, which did expressly name him commander-in-chief of the island, the forts, the lands, the forces and the inhabitants. By drawing on the predecessor's commission to define the scope of the present office, the Council established that the powers attached to the place rather than to the named individual, and that any reservation in the new commission did not narrow the office. The Governor's insistence that "one chief there must be" identifies the central problem the question was meant to resolve. In time of action, divided command would be fatal, and the Governor sought a public ruling in Council that, when the alarm guns sounded, his orders would override those of any other officer, including senior councillors with military responsibilities such as Captain Mashborne, the Deputy Governor. **Speculations** The reliance on Poirier's commission of 1705 to fill the gap in Roberts's own commission may have been a deliberate strategy on the Governor's part. The earlier commission was unusually full in its language, naming commander-in-chief status explicitly, and Roberts may have asked the Council to read both documents together precisely because he knew his own would prove inconclusive on its face. The procedure preserved the appearance of collegial decision while ensuring that the answer the Governor wanted was unavoidable on the documents.
60	60	Strong, which We Unanimousely Resolve to Submit to, and Obey Accordingly. The Governour Says he do's not do this to Seek an Absolute Power, for he Blesses God he was not Borne under a Tyrannicall Government, and has No Arbetrary Notions in his Head, He desires to Put you in minde from the Very Begenning that He thought a Govern:r had too much Power Over his Councell, and has Repeated the Same Over and Over again to you, Nor would he turn the Late Clark of the Councill Out upon his Own head, but brought a Declaration against him, and proved the Fact, Viva voce. And whereas Our Hon:[b]l[e] Masters in the First Parragraph of their Letter, were Pleas'd to Acknowledge the Receipt of Two Perticular Letters Received from Governour Roberts, and Report is Spread here, that One of the Councill had Like to be Turn'd Out, and to prevent all Jealousies he has brought the Two	strong, which the Council unanimously resolved to submit to and obey accordingly. The Governor said he did not raise the matter in order to seek absolute power. He thanked God he had not been born under a tyrannical government and held no arbitrary notions. He reminded the Council that from the very beginning he had thought a Governor had too much power over his Council, and had said so to them over and over again. He had not turned the late Clerk of the Council out on his own authority, but had brought a formal declaration against him and proved the case viva voce. The Honourable Masters, in the first paragraph of their letter, had acknowledged the receipt of two particular letters from Governor Roberts. A report was now going about the island that one of the councillors had nearly been turned out. To prevent any jealousy, the Governor brought the two letters to the Council to be read, the one of 30 November by the *Blenheim* and the one of 14 March 1710 by the *Dispatch*, and this was done accordingly. William Slaughter presented his petition to the Governor and Council concerning five acres of land at the Cabbage Tree. He stated that he had received a grant of this land from Captain Goodwin while Governor, and had been promised a lease of it. On that promise he had planted and improved the ground, but

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		Letters to the Councill to be Read, of the. 30.th November by the Blenham, and the. 14.th of March by the Dispatch, which was done Accordingly. William Slaughter presented his Petition to the Governour and Councell, about Five acres of Land, In the Cabbidge Tree, which he Says he had a grant of from Cap:tn Goodwin when Governour, and had a Promise of a Lease for the Same, Whereupon he planted and Improved it, but Never had a Lease of it, nor was it Measured to him. Wherefore prays a Lease of the Same, having taken a great Deal of pains to Improve it, which Otherwise will be the Ruin of his Family. And as in duty bound Shall for Ever pray &c. William Slaughter. Having Examined all the Consultations books, and Severall Papers, We Can finde Nothing Mentioned of it, Nor Can any of this Councill Remember any thing of it, The Petitioner was Called in and askt if he would take his Oath that Governour Goodwin granted him the Said Land, to which he Answer'd he was very Ready to do it. Upon Consideration of the aforesaid Petition, and finding the Land will not turn to Our Hon:[b]l[e] Masters Account better, and may Prevent the Ruining of the Poor Planter. It is therefore Ordered. That he have a Lease for Said Land for Twenty One Years. **Margin Notes:** and Power is as Strong as y:e former The Gov:r Seeks no absolute power, Tyra- nicall Government, nor no Arbetrary Notions A report of one of y:e Coun- cill like to be turn'd out y:e Gov:r in clear of same produces 2 Letters from y:e Comp:y W:m Slaughters Petition for. 5 Acres of Cabbage Tree Land formerly granted by Cap:tn Goodwin Not meeting with any thing of this grant in Consul- tation books & other papers all Cap:tns of this Councell remember any thing of it [...] but considering his poverty have Order'd	no lease had ever been drawn up and the land had never been formally measured to him. He prayed for a lease of the ground, since he had taken great pains to improve it and the loss of it would be the ruin of his family. He concluded in the customary form, as in duty bound shall ever pray, and signed the petition William Slaughter. The Council examined all the consultation books and a number of loose papers but could find nothing recorded about the grant. No member of the Council could recall anything of it either. The petitioner was called in and asked whether he would take his oath that Governor Goodwin had granted him the land. He answered that he was very ready to do so. On consideration of the petition, and finding that the ground would not turn to the Honourable Masters' better account in other hands, and that a lease would prevent the ruin of a poor planter, it was ordered that he have a lease of the said land for twenty-one years. **Interpretations** The Governor's open repudiation of absolute power, tyrannical government and arbitrary notions reads as the formal language of post-1688 English political culture. After the constitutional settlement of the Glorious Revolution, the avoidance of arbitrary government had become the standard test of legitimate authority, and a Company governor seeking to fix his command over the forces had to do so within that vocabulary. Roberts was claiming a unified military authority while disclaiming the absolutist implications that such a claim might invite, and he framed the disclaimer in the language his Company superiors and his Council expected to hear. The two letters of 30 November and 14 March 1710, sent home by the *Blenheim* and the *Dispatch* respectively, were the Governor's most recent dispatches to the Court of Directors. By bringing them to the Council to be read openly, Roberts countered an island rumour that one of the councillors had nearly been dismissed at his instance. The procedure shows how rumour was managed on a small station, where suspicion of the Governor's private correspondence could quickly poison relations with the councillors. Public reading of the letters removed the suspicion and laid the contents on the record. The Council's stated reasoning, that the ground would not turn to the Honourable Masters' better account in other hands and that a lease would prevent the ruin of a poor planter, blends commercial calculation with social welfare. The Company would gain nothing by displacing a working planter from improved ground, and would lose a productive tenant. The decision rested as much on these practical grounds as on Slaughter's oath. **Speculations** The decision in Slaughter's case completes a pattern visible across these April and May consultations. In Connoway against Mudge, in Sarah Bell's petition over the slave Doll, and now in Slaughter's claim at the Cabbage Tree, the Council repeatedly defaulted to standard mechanisms, the twenty-one-year lease, the valuation by two indifferent persons, the bond against parish charge, when faced with disputes whose underlying facts were uncertain or unrecorded. The institutional response to evidential weakness was to fall back on formula, which gave the Council a defensible outcome without requiring it to adjudicate facts it could not establish.
61	61	And Let him proceede forthwith to Fence and plant the Same with Wood, According to the Establisht Laws of this Island, and when the Land is So	He was further directed to proceed at once to fence the ground and plant it with wood, in accordance with the established laws of the island. As soon as the fencing was finished, he was to give immediate notice to the Governor, so that Mr Bazett might go and measure

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		Fenced in, that he give An Account Imediately to the Governour, that M:r Bazett may go and Measure the Same, and bring a Plan of it Accordingly, and that he pay all Arrears upon Said Land, from his first Grant from Cap:tn Goodwin. Cap:tn Mashborne Reports that he findes the Governours project of Mixeing Lime very Serviceable to the Ground in Destroying the Worms which were So Destructive to the Meage planted, and has got the Plow up and designs to break up more Ground, and Manure it, with Lime, In Order to plant more Meage. Let Cap:tn Mashborne Use his Utmost Endeavours to bring the Meage Plantation to Perfection it being of So great Importance In preserving the health of the People of this Island. The People are very Sickly, and they Sending down to the Governour Every day for Brandy to Supply their present Necessityes. Ordered That a Noal be put up at the Store that Monday Next being the. 5.th day of June the Brandy will be Served out at Eight Shillings a Gallon, In the Mean while Let Every One bring in an Account to the Storekeeper what Quantety they wants. The Storekeeper brought his Account of the Sale of goods from the. 25.th of March. 1710. to the. 25.th of April following Amounting to as followeth. An Account of goods Sold and Delivered to the Inhabitants from March the. 25 Exclusive To April the. 25. 1710. following Vizt. £: s: d Nailes - - - - - - - - - - - - 1: 9: 8 Haberdashery Ware - - - - - - 1: 8: 9¼ Iron Mongers Ware - - - - - - 1: 3: 6 Shoes - - - - - - - - - - - - 1: 6: 2¾ Stationary Ware - - - - - - - 1: 5: 3 Iron Potts. 1. of. 50 p:r [...] - - - - 1: 5: 3 Hatts. 11. of. 3: 9 - - - - - - - 1: 5: 6 Woollen good - - - - - - - - 2: 9 Tobacco pipes 5½ Doz - - - - - 1: 3: 6 Tobacco. 132 - - - - - - - - - 2: 1: - Provisions 30: Flour - - - - - - 1: 1: 3 Salt. 5 ½ Bushells - - - - - - - 14: 4½ Silke 19 ¼ Ounces - - - - - - - 6: 7: 6 Arrack. 12 ¾ Gallons - - - - - - 1: - Wine Cyer. 1 quarte - - - - - - 18: 9 Romalls. 13 - - - - - - - - - 8: 8 Sugar. 13 - - - - - - - - - - 11: 2: - Sugar Candy. 222 - - - - - - 6: 9: 6 Island Shoes and Pumps - - - - 1: 3 Surrat Soape 1 4 p:r [...] - - - - - 1: 10: 6¼ 51: 10: 6¼ Carried Over 51: 10: 6¼ **Margin Notes:** [...] Granted a Lease for 21 Years to Conway [...] Wood of Same & [...] Plant & ye Arrear from [...] from first Grant [...] Project to mix Lime [...] destroy y:e Worms in [...] the to y:e Meaze [...] Utmost Endeavours to [...] bring y:e Meaze plantation	the land and bring back a plan of it. He was also required to pay all arrears due on the ground from the date of his original grant from Captain Goodwin. Captain Mashborne reported that he had found the Governor's project of mixing lime very serviceable to the ground, since it destroyed the worms that had been so destructive to the maize already planted. He had got the plough up and intended to break up more ground and dress it with lime, in order to plant more maize. Captain Mashborne was directed to use his utmost endeavours to bring the maize plantation to perfection, since it was of the greatest importance to the health of the people of the island. The people were very sickly, and were sending down to the Governor every day asking for brandy to supply their present needs. It was ordered that a notice be put up at the store, giving notice that on Monday next, 5 June 1710, brandy would be served out at 8s 0d per gallon. In the meantime each inhabitant was to bring in to the Storekeeper an account of how much he wanted. The Storekeeper brought in his account of the sale of goods from 25 March 1710 to 25 April 1710, amounting as follows. An account of goods sold and delivered to the inhabitants from 25 March exclusive to 25 April 1710 inclusive: Nails - £1 9s 8d Haberdashery ware - £1 8s 9¼d Ironmongers' ware - £1 3s 6d Shoes - £1 6s 2¾d Stationery ware - £1 5s 3d Iron pots, 1 of 50 per [...] - £1 5s 3d Hats, 11 of 3s 9d - £1 5s 6d Woollen goods - £0 2s 9d Tobacco pipes, 5½ dozen - £1 3s 6d Tobacco, 132 - £2 1s 0d Provisions, 30 flour - £1 1s 3d Salt, 5½ bushels - £0 14s 4½d Silk, 19¼ ounces - £6 7s 6d Arrack, 12¾ gallons - £1 0s 0d Wine cider, 1 quart - £0 18s 9d Romalls, 13 - £0 8s 8d Sugar, 13 - £11 2s 0d Sugar candy, 222 - £6 9s 6d Island shoes and pumps - £0 1s 3d Surat soap, 14 per [...] - £1 10s 6¼d Total - £51 10s 6¼d Carried over - £51 10s 6¼d **Interpretations** The order requiring Slaughter to fence and plant his ground with wood, give notice to the Governor on completion, allow Mr Bazett to measure it and bring back a plan, and pay all arrears from the date of the original grant under Captain Goodwin, brought an irregular occupation into proper administrative form. The fencing and planting were the standing obligations of every island tenant, the measurement created the documentary record that had been missing for years, and the arrears recovered the rent that should have been paid throughout the unregistered occupation. The whole sequence shows how an informal grant could be converted into a regularised tenancy without disturbing the occupant. The use of lime as a soil dressing against worms reveals a working agronomic problem on the island. Worms in the soil were destroying the maize plantings, and lime was being applied not as a fertiliser in the modern sense but as a pesticide, since it raised the alkalinity of the soil and killed soft-bodied invertebrates. The technique was empirical rather than theoretical, but Captain Mashborne's report shows that the Council was prepared to commit further ground and the plough to a method that had produced visible results in earlier plantings. The order on brandy gives an unusual glimpse of how the store managed unpopular demand. The inhabitants were applying directly to the Governor every day, which suggests both that brandy was being requested as medicine for the sickness and that the Governor's office was being used to circumvent the Storekeeper. By fixing a date, a price of 8s 0d per gallon, and a procedure of advance order through the

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		[...] perfection [...] People Sickly send for [...] Brandy [...] Order'd y:e Brandy be [...] Serv'd out at 8:s p:r Gallon [...] Store Keepers Acco:ts [...] The Store Keepers [...] Monthly Acco:t [...] of all the Goods [...] Sold & Deliver'd	Storekeeper, the Council reasserted the proper channel of supply and ended the personal applications to the Governor. **Speculations** The brandy order reads as more than a supply notice. By publishing a fixed date, a fixed price and a procedure that required advance written application through the Storekeeper, the Council converted a stream of private requests into a single regulated transaction. The price of 8s 0d per gallon, set publicly in advance, foreclosed bargaining and allowed the Council to deliver brandy as a medical resource without appearing to be running an open spirits shop during a public health emergency. The procedural form of the order disguised the fact that the Company was issuing alcohol on demand during an epidemic.
62	62	£: s: d Brought Over - - - - - - 51: 10: 6¼ Fort and Generall Table Nailes - - - - - - - - - - - 1: 10 Stationary Ware - - - - - - - 2: 4½ Iron Mongers Ware - - - - - - 6: 8 Tinmans Ware - - - - - - - - 2: 9 Cutlary Ware - - - - - - - - 1: 8 Tobacco Pipes 3 Doz - - - - - - 9 Surratt Soape 3 ¾ - - - - - - 2: 1: 5½ Provisions 103 pound flower - - - - 6: - Salt 1 Bushell - - - - - - - - 4: 18: - Arrack 14 Gallons at. 7 - - - - 4: 18: - Wine Cyer 3 ¼ Gallons - - - - - 12: 6 Sugar 6 7/8 at 8 - - - - - - - - 2: 6: 8 Sugar Candy. 10 - - - - - - - - 10: - Beefe and Sheet 56. Suet - - - - 1: 8: - Pepper 1 - - - - - - - - - - 1: - 13: 1: 4 Plantation D:r Iron Mongers Ware - - - - - - 1: 10: 9 Stationary Ware - - - - - - - 1: 2¼ Provisions 6 flower - - - - - - 1: 5: 3 Salt 2 Bushells - - - - - - - - 12: - Arrack 2 Gallons - - - - - - - 14: - Sugar 4 - - - - - - - - - - 2: 8 Blacks Clothing 4 Sutes - - - - - 2: 16: - Surratt Soape ¾ - - - - - - - 9: - 5: 18: 7¼ Fortifications D:r Nailes - - - - - - - - - - - 1: 1: 5½ Iron Mongers Ware 3 Mauls of. 99 ½ - 2: 17: 10½ Old Companys goods 2 Mash Adces - 8: - Unwrought Iron 4 Barrs of. 134 - - 1: 13: 6 Woollen good - - - - - - - - 2: 14: 9 Haberdashery Ware - - - - - - 8: 3 Blacks Clothing 1 Sute - - - - - 14: - 9: 17: 6 Sum Totall - - 80: 7: 11½ Jn:o Roberts Edw:d Mashborne W:m Marsden Daniel Griffith Matthew Bazett **Margin Notes:** Out of the Hon:[ble] Companys Stores from y:e 25:th March To y:e 25:th of April 1710	Brought over - £51 10s 6¼d Fort and General Table: Nails - £0 1s 10d Stationery ware - £0 2s 4½d Ironmongers' ware - £0 6s 8d Tinmans' ware - £0 2s 9d Cutlery ware - £0 1s 8d Tobacco pipes, 3 dozen - £0 0s 9d Surat soap, 3¾ - £2 1s 5½d Provisions, 103 pound flour - £0 6s 0d Salt, 1 bushel - £4 18s 0d (as entered in the original column) Arrack, 14 gallons at 7s - £4 18s 0d Wine cider, 3¼ gallons - £0 12s 6d Sugar, 6⅞ at 8s - £2 6s 8d Sugar candy, 10 - £0 10s 0d Beef and suet, 56 suet - £1 8s 0d Pepper, 1 - £0 1s 0d Total for Fort and General Table - £13 1s 4d Plantation: Ironmongers' ware - £1 10s 9d Stationery ware - £0 1s 2¼d Provisions, 6 flour - £1 5s 3d Salt, 2 bushels - £0 12s 0d Arrack, 2 gallons - £0 14s 0d Sugar, 4 - £0 2s 8d Blacks' clothing, 4 suits - £2 16s 0d Surat soap, ¾ - £0 9s 0d Total for plantation - £5 18s 7¼d Fortifications: Nails - £1 1s 5½d Ironmongers' ware, 3 mauls of 99½ - £2 17s 10½d Old Company's goods, 2 mash adzes - £0 8s 0d Unwrought iron, 4 bars of 134 - £1 13s 6d Woollen goods - £2 14s 9d Haberdashery ware - £0 8s 3d Blacks' clothing, 1 suit - £0 14s 0d Total for fortifications - £9 17s 6d Sum total - £80 7s 11½d John Roberts Edward Mashborne William Marsden Daniel Griffith Matthew Bazett **Interpretations** The grand total for the month at £80 7s 11½d represents a sharp fall from the £238 15s 7½d recorded for the month ending 25 March 1710. The inhabitants' line alone has dropped from £156 8s 6¾d to £51 10s 6¼d, and the fortifications line from £47 17s 3½d to £9 17s 6d. The reduction across every category at once is consistent with the public health crisis described in the consultation text, in which the people were too sickly to come to the store and the heavy works on the defences must have slackened with the workforce. The Fort and General Table heading combines two accounts that had been kept separately in the previous month's return. The pairing reflects an administrative simplification rather than a change of function, since the Fort and the General Table both served the senior establishment and were drawn from the same line of Company supply. The combined entry of £13 1s 4d falls between the previous month's separate figures for the same population, and the consolidation may have been a clerical convenience during a month of reduced activity. The continued draw on Old Company stock for the two mash adzes, repeating the pattern of the previous month's two masons' adzes, confirms that inherited hardware from the dissolved Old East India Company was being systematically run down across the fortifications account in particular. The Council was

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			using up tools that had been on the island for years before committing to fresh orders from the merged United Company. **Speculations** The reduction in the fortifications account is particularly sharp, falling from £47 17s 3½d in the previous month to £9 17s 6d, with no charge at all for the heavy beef ration that had dominated the earlier figure. The disappearance of the two puncheons of beef from this account suggests that the works on the defences had been substantially suspended, since the workforce was no longer being fed at the Company's cost. The Governor's earlier insistence on his command of the forces and on the priority of fortification looks rather different against the background of accounts that show the building of those same defences had effectively ceased for want of able men.
63	63	Island St: Helena At a Consultation held on Tuesday the 6.th day of June. 1710. At the United Castle in James Valley. Pres. Jn:o Roberts Esq:r Governour Edw:d Mashborne Dep:ty Governour W:m Marsden. 3.d in Councill Daniel Griffith. 4.th in Councill Mathew Bazett. 5.th in Councill The Storekeeper Says According to the Governours Order he put a Noat up at the Store that the. 5. Instant, Every One that had Credit might have what Quantity of Brandy they pleased, and finding the Peoples demands Amounted to about Twenty Six Hogsheads, he Came and Reported the Same to the Governour. Ordered. That the Storekeeper Serve out all but Four Hogsheads, and Let Every One have it proportionable as farr as it will go at Eight Shillings a Gallon. The Storekeeper brought his Account of the Sale of goods from the. 25.th of April. 1710. to the. 25.th May Following. An Account of goods Sold and delivered to the Inhabitants from April the. 25.th Exclusive to May. 25.th 1710. following Vizt. £: s: d Nailes - - - - - - - - - - - - 1: 5 Haberdashery Ware - - - - - - 4: 3: 11½ Glass Ware - - - - - - - - - 4 Shoes - - - - - - - - - - - - 1: 17: 3 Tinmans Ware - - - - - - - - 1: 2: 3 Stationary Ware - - - - - - - - 3½ Iron Mongers Ware - - - - - - 3: 19: 11½ Iron Potts. 3. of 141 ½ - - - - - 3: 10: 9 Navvall and Garrison Stores - - - 5: 8 Brasiers Ware - - - - - - - - 7: 9 Hosiers Ware - - - - - - - - 3: - Hatts. 2. at 3: 9 - - - - - - - 1: 10: - Pewterers Ware - - - - - - - - 5: 6 Woollen goods - - - - - - - - 3: 15: 5 Cutlary Ware - - - - - - - - 2: 10: - Tobacco Pipes 5 Dozen - - - - - 2: 6 Provisions 28: Flour - - - - - - 5: 5 Salt 4 ½ Bushells - - - - - - - 5: 3 Surrall Soape 5 ½ [...] - - - - - 1: 6 Silke. 7. 8 ½ Oz. & better - - - - 3: -: 10½ Arrack 24 ½ Gallons at. 10 - - - 12: 3: 9 Carried Over 45: 8: 6¼ **Margin Notes:** Noat set up to receive	Island St Helena At a consultation held on Tuesday 6 June 1710 at the United Castle in James Valley. Present: John Roberts Esq, Governor Edward Mashborne, Deputy Governor William Marsden, third in Council Daniel Griffith, fourth in Council Mathew Bazett, fifth in Council The Storekeeper reported that, in accordance with the Governor's order, he had set up a notice at the store on the 5th of the present month, allowing every person with credit to enter the quantity of brandy they wished to take. The demands brought in had amounted to about twenty-six hogsheads. He had therefore come to the Governor to report the figure. It was ordered that the Storekeeper serve out all but four hogsheads, and that each person receive a proportionate share of the remainder, at 8s 0d per gallon. The Storekeeper brought in his account of the sale of goods from 25 April 1710 to 25 May 1710 following. An account of goods sold and delivered to the inhabitants from 25 April exclusive to 25 May 1710 inclusive: Nails - £0 1s 5d Haberdashery ware - £4 3s 11½d Glass ware - £0 0s 4d Shoes - £1 17s 3d Tinmans' ware - £1 2s 3d Stationery ware - £0 0s 3½d Ironmongers' ware - £3 19s 11½d Iron pots, 3 of 141½ - £3 10s 9d Naval and garrison stores - £0 5s 8d Braziers' ware - £0 7s 9d Hosiers' ware - £0 3s 0d Hats, 2 at 3s 9d - £1 10s 0d Pewterers' ware - £0 5s 6d Woollen goods - £3 15s 5d Cutlery ware - £2 10s 0d Tobacco pipes, 5 dozen - £0 2s 6d Provisions, 28 flour - £0 5s 5d Salt, 4½ bushels - £0 5s 3d Surat soap, 5½ [...] - £0 1s 6d Silk, 7, 8½ oz and better - £3 0s 10½d Arrack, 24½ gallons at 10s - £12 3s 9d Carried over - £45 8s 6¼d **Interpretations** A hogshead in the Company's trade was a standardised cask, in the case of spirits commonly fixed at fifty-two and a half imperial gallons. Twenty-six hogsheads of brandy therefore amounted to roughly thirteen hundred and sixty-five gallons of demand registered against the store's holdings in a single posting period. The aggregate scale of demand explains why the Council was unwilling to release the full quantity. Even after withholding four hogsheads as a reserve, the issue of about twenty-two hogsheads at 8s 0d per gallon represented several hundred pounds of stock moving out of Company hands in a single transaction. The decision to retain four hogsheads from issue, and to ration the remainder by proportionate share, reveals how the Council managed a published commitment that proved to be larger than expected. The order of 30 May 1710 had promised brandy on a fixed date at a fixed price, but had not anticipated the volume of demand. By holding back a strategic reserve

BL Image No.	Document No.	OCR Transcription	Modern Interpretation
		all peoples y:t had Credit might take in Brandy they want, their demands amounted to abo:t. 26 Hogsh:[eads] Order'd to Serve out all but 4. Hogshe:[ads] Store Keeper brought in his Acco:ts of Goods Sold and Deliver'd	and dividing the available quantity pro rata, the Council preserved its credibility without exhausting the spirit store at a moment when sickness on the island remained acute. Service by proportionate share imposed an administrative discipline on the issue. Each applicant received the same fraction of the quantity he had asked for, which avoided the appearance of favour and removed any pretext for argument over priority. The proportionate method was easier to administer than a first-come allocation and produced a defensible distribution against the published list of demands. **Speculations** The scale of registered demand for brandy, at twenty-six hogsheads in a single posting period, points to something beyond ordinary medicinal use. The island's settler population at this date is unlikely to have exceeded a few hundred adults, and the per capita figure implied by full distribution would have been very large. The likeliest explanation is that the published order of 30 May had been read as an opportunity to lay in private stocks at a known price, and that applications had been entered for quantities that the applicants intended to hold rather than to consume at once. The Council's decision to ration rather than refuse may have been the only way to honour the published commitment without subsidising private hoarding.
64	64	£: s: d Brought Over - - - - - - - 45: 8: 6¼ Romalls 30 p:r [...] 53. at 18: 9 - - - 28: 19: 13 Sugar. 25 - - - - - - - - - - 14: - Sugar Candy. 251½ - - - - - - 12: 11: 6 Island Shoes and Pumps - - - - - 4: 6: 6 Pepper 4 - - - - - - - - - - 6 Tobacco 269 - - - - - - - - - 26: 18: - Bengall Soape 20 - - - - - - - - 10: - 115: 8: 0¾ Fort and Generall Table Vizt Nayles ½. 2 - - - - - - - - - 5½ Haberdashery Ware - - - - - - 8: 3 Tinmans Ware - - - - - - - - 3: 9 Stationary Ware - - - - - - - 4: 9 Navvall and Garrison Stores - - - 5: 10½ Cutlary Ware - - - - - - - - 13: 11½ Tobacco Pipes 4 Doz:n - - - - - - 2: - Provisions 118 Flour - - - - - - 1: 10: 10 Salt 3 Bushells - - - - - - - - 18: - Arrack 20 ¼ Gallons - - - - - - 7: 3: 6 Wine Cyer 3 ¾ Gallons - - - - - 15: - Sugar 30 pound - - - - - - - 1: - Sugar Candy 8 - - - - - - - - 8: - Beefe and Sheet 73. Suet - - - - 16: 6 Pepper 2 - - - - - - - - - - 2: - Surratt Soape ¾ - - - - - - - 9: - 15: 13: 7½ Fortifications Vizt Nailes - - - - - - - - - - - 17: 1 Iron Mongers Ware - - - - - - 2: 13: 2 Beefe and Suet 1 Puncheon Beef - 10: 18: 8 1 Hogshead D:o 5: 12: 9 16: 11: 5 Tobacco. 1. D:d Free Jack - - - - 2: - Arrack 8 ¾ Gallons - - - - - - 3: 13: - Unwrought Iron 2 Barrs of. 97 - - 1: 4: 3 25: 9: 2 Plantation Vizt. Iron Mongers Ware - - - - - - 2: 5 Salt 2 Bushells - - - - - - - - 12: - Arrack 2 ½ Gallons - - - - - - 17: 6 Surrall Soape 16 - - - - - - - 16: - Sugar 4 - - - - - - - - - - 2: 8 Pepper 1 pound - - - - - - - 1: - 4: 5: 2 Sum Totall - - 165: 5: 0¼ Jn:o Roberts Edw:d Mashborne W:m Marsden Daniel Griffith	Brought over - £45 8s 6¼d Romalls, 30 per [...] 53 at 18s 9d - £28 19s 1d (entered as £28 19s 13d in the original, which is internally inconsistent) Sugar, 25 - £0 14s 0d Sugar candy, 251½ - £12 11s 6d Island shoes and pumps - £4 6s 6d Pepper, 4 - £0 0s 6d Tobacco, 269 - £26 18s 0d Bengal soap, 20 - £0 10s 0d Total for inhabitants - £115 8s 0¾d Fort and General Table: Nails, ½, 2 - £0 0s 5½d Haberdashery ware - £0 8s 3d Tinmans' ware - £0 3s 9d Stationery ware - £0 4s 9d Naval and garrison stores - £0 5s 10½d Cutlery ware - £0 13s 11½d Tobacco pipes, 4 dozen - £0 2s 0d Provisions, 118 flour - £1 10s 10d Salt, 3 bushels - £0 18s 0d Arrack, 20¼ gallons - £7 3s 6d Wine cider, 3¾ gallons - £0 15s 0d Sugar, 30 pound - £0 1s 0d Sugar candy, 8 - £0 8s 0d Beef and suet, 73 suet - £0 16s 6d Pepper, 2 - £0 2s 0d Surat soap, ¾ - £0 9s 0d Total for Fort and General Table - £15 13s 7½d Fortifications: Nails - £0 17s 1d Ironmongers' ware - £2 13s 2d Beef and suet, 1 puncheon beef at £10 18s 8d and 1 hogshead ditto at £5 12s 9d - £16 11s 5d Tobacco, 1, delivered Free Jack - £0 2s 0d Arrack, 8¾ gallons - £3 13s 0d Unwrought iron, 2 bars of 97 - £1 4s 3d Total for fortifications - £25 9s 2d Plantation: Ironmongers' ware - £0 2s 5d Salt, 2 bushels - £0 12s 0d Arrack, 2½ gallons - £0 17s 6d Surat soap, 16 - £0 16s 0d Sugar, 4 - £0 2s 8d Pepper, 1 pound - £0 1s 0d Total for plantation - £4 5s 2d Sum total - £165 5s 0¼d John Roberts Edward Mashborne William Marsden Daniel Griffith Matthew Bazett **Interpretations** The grand total for the month at £165 5s 0¼d represents a strong recovery from the previous month's £80 7s 11½d. The inhabitants' line alone has risen from £51 10s 6¼d to £115 8s 0¾d, more than double, and the fortifications line has climbed from £9 17s 6d to £25 9s 2d. The pattern indicates that the sickness on the island had eased and that ordinary commercial and construction activity was resuming, though both lines still fall well short of the £156 8s 6¾d and £47 17s 3½d recorded in the busier month ending 25 March 1710.

BL Image No.	Document No.	OCR Transcription	Modern Interpretation
		Matthew Bazett **Margin Notes:** out of y:e Hon:[ble] Companys Stores from y:e 25:th April To y:e 25:th May 1710	The reappearance of substantial beef in the fortifications account, at £16 11s 5d for one puncheon and one hogshead together, signals the return of the works on the defences. The reduced quantity, with only one puncheon rather than two, suggests a partial restoration of the working force rather than a return to full strength. The pairing of beef with arrack at £3 13s 0d on the same account indicates that the construction labour was again being fed and given a spirit ration from Company stores. The entry of one tobacco delivered to Free Jack on the fortifications account at 2s names a single recipient by an identifying mark. Free Jack was probably a manumitted slave or a free black labourer working under contract on the defences, distinguished in the records from the enslaved labour force by the recognition of his status in the account itself. The issue of tobacco to him at Company expense fits with a wage in kind or a small bonus drawn from the works' provisions. **Speculations** The very large registered demand for brandy of about twenty-six hogsheads, decided in this consultation, sits oddly against the modest arrack figures across the same monthly accounts, where the inhabitants drew only twenty-four and a half gallons at 10s and a smaller quantity at the lower grade. The contrast suggests that brandy was perceived as a different category of supply from arrack, perhaps with a recognised role as medicine or as a winter store, and that the published price of 8s the gallon offered settlers an opportunity to acquire it well below the equivalent rate at which they had been buying arrack. The behaviour points to settler awareness of relative prices within the Company's spirit supplies and to a willingness to register heavy demand when an unusually favourable price was published.
65	65	Island St: Helena At a Consultation held on Tuesday the. 27.th day of June. 1710. At the United Castle in James Valley. Pres. John Roberts Esq:r Governour Edw:d Mashborne Dep:ty Govern:r Will: Marsden. 3.d in Councill Daniel Griffith. 4.th in Councill Mathew Bazett. 5.th in Councill The Governour Says he Shall want Lead for to Run in the Cut Stones to fasten them in the Fortifications, and the Cap:tn of the Mead Frigott Says he has Some of his Own; Their is Likewise Flower which is very much wanted, the people being very Sickley. Ordered. That the Storekeeper treat with Cap:tn Needham and buy them as Cheap as he Can. The Governour wants a Hauser or two to Moar his Boats, and the Punt being almost Sett up, he has not an Inch of Roap to Moar her, nor to do any thing Else, He designs to Endeavour to get a five or Six Inch Hauser Out of the Men of Warr if he Can, Otherwise the punt and Boates are all Useless. The Shipps wants Pitch and Tarr, and the Comanders have been with the Governour about it, We believe We Can better be without it then the Shipping. Ordered That they have the Pitch and Tarr as farr it will go.	Island St Helena At a consultation held on Tuesday 27 June 1710 at the United Castle in James Valley. Present: John Roberts Esq, Governor Edward Mashborne, Deputy Governor William Marsden, third in Council Daniel Griffith, fourth in Council Mathew Bazett, fifth in Council The Governor said that he would need lead to run into the cut stones to fasten them in the fortifications. The captain of the *Mead Frigate* had some of his own on board. Flour was also much wanted, since the people were very sickly. It was ordered that the Storekeeper treat with Captain Needham and buy the lead and the flour as cheaply as he could. The Governor said he wanted a hawser or two to moor his boats. The punt was nearly built, but he had not an inch of rope with which to moor her or for any other use. He intended to try to obtain a five or six-inch hawser from the men-of-war if he could. Without it the punt and the boats were all useless. The ships in the road wanted pitch and tar, and the commanders had spoken to the Governor about it. The Council was of the opinion that the island could better spare these articles than the shipping could. It was ordered that the ships have the pitch and tar as far as the stock would go. Humphrey Edwards had earlier been convicted of several misdemeanours, and by an order of Council dated 29 December 1709 he was to be sent off the island in the first outward-bound ship. The *Mead Frigate* now lay in the road ready to depart, and Edwards had made earnest intercession to be allowed to remain with his family, giving great assurances of better behaviour in future. He presented the following petition.

BL Image No.	Document No.	OCR Transcription	Modern Interpretation
		Whereas one Humphry Edwards being Convicted of Severall Misdemeanors was by an Order of Councill dated. 29.th December. 1709. to be Sent off the Island in the first Outward bound Shipp, and there being Now in the Road the Mead Frigott Ready to Depart he has made great Intercession for his Stay here with his Family with great Assurances of his better behaviour for the Future and preferr'd the Petition following The humble Petition of Humphry Edwards Humbly Sheweth Forasmuch as your humble Petitioner Stands Convicted **Margin Notes:** Lead being much wanted to Run in y:e Cut Stones, to fasten & build y:e fortifications Flour also wanting The Storekeeper treat and buy them A Hauser or two wanting to Moar y:e Boats & Punt The Shipps wants Pitch and Tarr Order'd they have it as farr as it will go Humph: Edwards upon p:ti mises of amending and good behaviou:r intercedes to stay on y:e Island: And petitions	The humble petition of Humphrey Edwards humbly showeth, forasmuch as your humble petitioner stands convicted **Interpretations** Lead was used in early modern fortification work to fix dressed stones in place. Molten lead was poured into channels cut between adjoining blocks, or into the joints between stone and iron cramps, where it set hard and bonded the masonry into a single mass. The Governor's request for lead at this stage of the work indicates that the cut stones were ready to be set into final position on the defences, and that the building was at the dressing and fixing phase rather than at quarrying or rough construction. The reliance on a ship's captain for the supply shows how the island had to draw essential materials from passing vessels because its own stores held no reserve. Pitch and tar were the standard preservatives applied to the timbers and rigging of wooden ships, and their absence on a long-voyage vessel was a serious matter. The commanders' direct approach to the Governor on the subject shows how naval and merchant masters in the road treated the island's stores as a recovery resource. The Council's decision that the ships could less afford to be without these materials than the island itself indicates how priority was set between the standing settlement and the transient shipping. A ship that left the road unable to caulk her seams might not complete her voyage, while the island could wait for the next supply. The case of Humphrey Edwards illustrates how the island handled persistent offenders. Conviction for several misdemeanours had brought a sentence of expulsion, to be executed by passage on the first outward-bound vessel. The mechanism was administrative rather than judicial, since the island had no prison fit for long detention and no means of meaningful internal exile. Removal from the island was the standard penalty for repeated misbehaviour that fell short of capital crime, and the Council kept a standing list of such cases against the next available ship. **Speculations** The decision to favour the ships over the island in the allocation of pitch and tar may reflect a deeper consideration than the Council's stated reasoning. Vessels delayed or lost between St Helena and home were the principal vehicles by which the Court of Directors would judge the performance of the local administration, while shortages on the island could be remedied at leisure. By keeping the ships at sea in good order, the Council preserved its relationship with London at the cost of a temporary inconvenience to itself.
66	66	Of Severall Misdemeanors and Contempt of Government, and for the Same was Ordered to be Sent off in the first Outward bound Shipp. Wherefore humbly prays In Respect of his poor Wife and Family here, Upon his humble and hearty Sorrow, and Repentance for all his past Actions and Stedfast Resolution of Amendment, and Care for the future, You would Out of your goodness and Clemency be pleased to permit him to Continue and Live on the place for the Support and Maintenance of his poor Desolate Familey. And your Petitioner as in duty bound Shall for Ever pray &c. his June y:e 20.th 1710. Humphry H Edwards marke Upon Consideration of the abovesaid Petition	of several misdemeanours and contempt of government, and for the same had been ordered to be sent off the island in the first outward-bound ship. He therefore humbly prayed, in respect of his poor wife and family on the island, and upon his hearty sorrow and repentance for his past conduct and his firm resolution of amendment for the future, that out of their goodness and clemency the Council would allow him to remain and live on the island for the support and maintenance of his desolate family. And the petitioner, as in duty bound, would ever pray. Dated 20 June 1710, signed with the mark of Humphrey Edwards. On consideration of the petition it was ordered that he be admonished to lead a better life for the future and to apply himself to industry and labour for the good and welfare of his family. He was allowed to remain on the island on those conditions.

BL Image No.	Document No.	OCR Transcription	Modern Interpretation
		Ordered That he be Admonished to Lead a better Life for the future and to betake himself to Industry and Labour, for the good and Welfare of his Family, And that he have Leberty to Live upon the Island, Upon the Condition aforesaid. Ordered. That the Generall Letter be Read that the Councell with the Clark be Appointed to draw up a Generall Letter to Our Hon:[b]l[e] Masters, and as to Fortifications and the Indent of Stores &c. the Governour will Joyn with them, and the Governour desires the Councell that if by any Means they have Signd to any thing upon his Credit or Reputation, Believing that He might have a better Interest in Our Hon:[b]l[e] Masters favour'd them by this Letter by the Mead they finde I have that I desire they would Renounce any part, Clause, or any thing they have done hitherto upon that Account and Let the blame Lye upon me. The Councill in answer Say that what to any Article, Clause, or thing they have Signed to, was with all Integrity and in there humble Opinion for the Interest and Service of Our Hon:[b]l[e] Masters. Jn:o Roberts Edw:d Mashborne W:m Marsden Daniel Griffith Matthew Bazett **Margin Notes:** to be admitted to Stay Order'd he be Admonished and is Admitted to Stay on y:e Islands The Gen:ll Letter read y:e Mead & a Coun:[cell] [...] appointed to be drawn up in answer to y:e former	It was further ordered that the general letter be read again, and that the Council together with the Clerk be appointed to draw up a general letter to the Honourable Masters in reply. As to the fortifications and the indent of stores, the Governor would join with them. The Governor desired the councillors that, if they had at any time put their names to anything on his credit or reputation, believing that he carried greater favour with the Honourable Masters than the recent letter from the *Mead* showed him to have, they should now renounce any part, clause or matter they had endorsed on that ground, and let the blame fall upon him. The Council answered that whatever article, clause or matter they had signed had been signed with full integrity, and in their humble opinion for the interest and service of the Honourable Masters. John Roberts Edward Mashborne William Marsden Daniel Griffith Matthew Bazett **Interpretations** The admonition imposed on Edwards as a condition of remaining on the island was a standard form of public reprimand recorded on the council register. It carried no immediate financial or physical penalty, but its formal entry in the books meant that any further offence would be judged against the record of warning. The pairing of admonition with the requirement to betake himself to industry and labour for the welfare of his family converted the Council's clemency into a continuing condition of good conduct, and made his status on the island contingent rather than restored. The Governor's request that any councillor who had earlier signed letters on his credit or reputation should now renounce those endorsements is the most revealing passage in the consultation. It implies that the general letter from the Court of Directors had been less favourable to Roberts than he had led the Council to expect, and that earlier joint correspondence had relied on an assumption of his strong personal standing with the Directors. By offering to let the blame fall on himself, the Governor was attempting to protect the councillors from any reputational damage that might follow if their earlier endorsements were now seen to have been mistaken. The Council's response, that everything they had signed had been signed with integrity and in their honest opinion for the service of the Honourable Masters, refused the Governor's offer. The councillors declined to renounce any earlier endorsement, since to do so would have implied that they had signed dishonestly or on the strength of the Governor's personal credit rather than on the merits of the matter. Their answer preserved the corporate authority of their earlier acts and prevented the Governor's loss of personal favour from becoming an institutional crisis on the island. **Speculations** The Governor's offer to take all blame onto himself for earlier joint correspondence reads as a calculated piece of political defensiveness. By raising the possibility of renunciation explicitly in council, he forced the councillors either to disown their earlier endorsements, which would have wounded him gravely, or to reaffirm them, which would now bind them to his interpretation of past business. The councillors chose the second course, which served the Governor's purpose precisely. The exchange illustrates how a damaged standing with London could be repaired by securing fresh local affirmation, which would itself become part of the record that London next received.
67	67	Island St: Helena At a Consultation held on Tuesday the	Island St Helena

BL Image No.	Document No.	OCR Transcription	Modern Interpretation
		4.th day of July. 1710. At the United Castle in James Valley. Pres. John Roberts Esq:r Governour Edw: Mashborne Dep:ty Governour Will: Marsden. 3.d in Councill Daniel Griffith. 4.th in Councill Mathew Bazett. 5.th in Councill That the Sale of the goods be Rated and the Devication and Demoridge of the Mead Frigott be Added to the Invoice, and Let the Guns Amuniti- on &c. bear there proportionable Shares, Also the Carredge of the goods from the Water Side, and all Charges, and that the Governour and Councell do go to the Storehouse and View the Sundry Sorts that a price may be put upon them that may Come Out Fourty p:r Cent profett upon an Averedge Clear of all Charges. That a Request be drawn up to the Comodore that he Sypply the necesssarys of Merch:t Shipps with Cordige and Other Necessarys. That Inquirery be made of the Merchant Men if they have any Course Cloth to Dispose of, or Arrack and Sugar. Cap:tn Gorden has Offered Some Bales of Woolen Cloth, Hatts, Cheese, Ale, and other things, Let the Councill Inquire into it, and See what is proper for the place and if it Can be had Reasonable We will buy Some for the Hon:[b]l[e] Company and Sell it again at Reasonable proffit to the Inhabitants. Thus farr hath been Coppyed and Sent home by the Shipp Tavistock who Sailed the. 11.th July. 1710. Jn:o Roberts Edw:d Mashborne W:m Marsden Daniel Griffith Matthew Bazett **Margin Notes:** Carredge price rated on y:e goods as p:r Invoice of y:e Shipp Mead at fofty p:r Cent Application to y:e Comodore to Assist with Cordage & other necessarys y:e March:t Shipps under his Convoy An inquirey after Course Cloth, Sugar & Arrack Cap:tn Gorden offers some Bales of Wollen goods Hatts Cheese Ale & other Comodities	At a consultation held on Tuesday 4 July 1710 at the United Castle in James Valley. Present: John Roberts Esq, Governor Edward Mashborne, Deputy Governor William Marsden, third in Council Daniel Griffith, fourth in Council Mathew Bazett, fifth in Council It was ordered that the sale of the goods be rated, and that the deviation and demurrage of the *Mead Frigate* be added to the invoice. The guns, ammunition and other equipment were to bear their proportionable share of the charge, together with the carriage of the goods up from the waterside and every other expense. The Governor and Council would go to the storehouse and view the various sorts, so that a price could be set on each that would yield forty per cent profit on the average, clear of all charges. A request was to be drawn up to the Commodore asking him to supply the merchant ships with cordage and other necessaries. Enquiry was to be made of the merchant ships as to whether they had any coarse cloth, arrack or sugar to dispose of. Captain Gordon had offered several bales of woollen cloth, hats, cheese, ale and other articles. The Council was to enquire into the offer and consider what was suitable for the island. If the goods could be had at a reasonable price they would be bought for the Honourable Company and resold to the inhabitants at a reasonable profit. Thus far has been copied and sent home by the ship *Tavistock*, which sailed on 11 July 1710. John Roberts Edward Mashborne William Marsden Daniel Griffith Matthew Bazett **Interpretations** The instruction to rate the sale of the goods worked by spreading every cost associated with their arrival across the value of the cargo before a selling price was fixed. Deviation and demurrage were the additional charges incurred by the *Mead Frigate*. Deviation referred to the costs of any departure from the ship's contracted route, and demurrage to the daily charge payable for time spent in port beyond the agreed period of loading or unloading. By adding both to the invoice, the Council ensured that the costs of the irregular shipping that had brought the goods to St Helena were recovered from the local market rather than absorbed by the Company. The personal attendance of the Governor and Council at the storehouse to view the sundry sorts marks an unusual hands-on intervention in pricing. Ordinary store sales were settled at standard rates by the Storekeeper, but the establishment of new prices on a fresh cargo required collective assessment of what each line of goods would bear in the local market. The phrase "may come out forty per cent profit upon an average" sets the target margin for the whole cargo rather than for every individual item, which allowed the Council to mark up some lines more heavily than others while keeping the average within the prescribed range. Captain Gordon, master of one of the ships in the road, had offered a mixed parcel of European goods including woollen cloth, hats, cheese and ale. The Council's reception of the offer shows how private trade by ships' captains was integrated into the Company's retail system at this station. Rather than allowing the captain to sell his goods directly to the inhabitants, the Council proposed to buy the parcel on behalf of the Company and resell it through the store, taking the Company's margin between the wholesale and retail prices. The mechanism preserved the Company's monopoly while giving private masters a useful outlet for their personal ventures. **Speculations**

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			The decision to absorb Captain Gordon's bales into the Company store, rather than allowing direct sale to the inhabitants, fits with a broader pattern in which the Council closed off every channel by which goods might reach the settlers outside the Company's monopoly. Captain Gordon would receive a single payment for his parcel, the Company would book the margin between the two transactions, and the inhabitants would buy from the regular store as they had always done. The arrangement protected the Company's pricing structure on its own goods, since open competition from a private cargo on the same items would have undercut the forty per cent margin the Council had just set.
68	68	To the Worshipfull the Gov:r &c[a]: Councill The humble Petition of Henry Francis Most Humbly Sheweth That whereas your Petitioner understands, M:r George Hoskison is bound for England In this present Fleete, that whereas he the Said George Hoskison is Joynt Executor with your Petitioner to Edmund Edmunds deceast, and their being Severall Demands upon the Said Executorship, Your Petitioner humbly prays the Said George Hoskison may be Obliged to Render an Account of Said Estate, and give Securety, for his Share of the Executorship, for your Petitioner humbly Presumes that on the Departure of Said George Hoskison the whole Charge and Account of the Executorship will Lie Cleare upon him, Leaving the Result to your Worship and Councell directions; Your Petitioner as in duty bound Shall Ever pray. Henry Francis Island S:t Helena July the. 11.th 1710. Upon the Said Petition M:r George Hoskison brought M:r George Carne to the Worshipfull the Governour and Councell for his Securety, which was Accepted off. Wherefore the Said George Carne doth hereby binde himself Answerable for the Ballance of M:r Edmunds Estate as an Account depending between George Hoskison, and Henry Francis may hereafter make Appear as Witness my hand. George Carne **Margin Notes:** Hen: Francis Petition touching his Executorship with Geo: Hoskison who is going off y:e Island Hoskison brings Geo: Carne to be his Security touching M:r Edmund's Estate, and is Accepted off before Gov:r & Councell	To the Worshipful the Governor and Council, the humble petition of Henry Francis most humbly showeth. The petitioner had understood that Mr George Hoskison was bound for England in the present fleet. Hoskison was joint executor with the petitioner to the estate of Edmund Edmunds, deceased. Several demands remained upon the executorship. The petitioner therefore prayed that Hoskison be obliged to render an account of the estate and give security for his share of the executorship, since on his departure the whole charge and account of the executorship would otherwise fall entirely upon the petitioner. The matter was left to the direction of the Governor and Council. The petitioner, as in duty bound, would ever pray. Signed Henry Francis at St Helena, 11 July 1710. Upon the petition Mr George Hoskison brought Mr George Carne before the Governor and Council as his security, and Carne was accepted. Carne bound himself by his own hand to be answerable for the balance of Mr Edmunds's estate as the account between Hoskison and Francis might in future appear. Signed George Carne. **Interpretations** A joint executorship was an arrangement by which two or more persons named in a will shared responsibility for administering the deceased's estate, including the collection of debts owed to the estate, the discharge of debts owed by it, and the eventual distribution of what remained to the beneficiaries. Each joint executor was severally liable for the proper management of the whole, which meant that if one executor left the jurisdiction or proved unable to account, the other could be pursued for the entire balance. Henry Francis's anxiety on Hoskison's departure was therefore well grounded in the law of the period. The instrument of security taken from George Carne, by which he bound himself answerable for the balance of Edmunds's estate as it might appear between the executors, was a personal surety bond. Carne stood as guarantor for Hoskison's eventual settlement of his share of the executorship, and his signature exposed his own property to the claim if Hoskison defaulted. This was the standard mechanism by which a departing party could be allowed to leave a small jurisdiction while leaving his obligations covered by a resident standing in his place. The acceptance of Carne by the Governor and Council, rather than by the petitioner directly, shows how the council functioned as a court of summary jurisdiction in matters of probate and estate administration. The island had no separate ecclesiastical court such as managed probate in England, and the Governor and Council took on the role by virtue of their general authority. The acceptance of a surety, the recording of the bond, and the formal endorsement by the Council together produced the binding effect that an English Prerogative Court would have given to the same arrangement at home.

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			Speculations The dispatch with which the petition was heard and the surety accepted at the same sitting indicates that the Council was prepared to clear estate business at speed during a departure window. A pending account between two executors might otherwise have run for months without resolution, but the immediate departure of one executor forced the Council to settle the legal position within hours. The pattern shows how the sailing of homeward ships acted as a deadline for civil business on the island, concentrating decisions into the few days before each fleet's departure.
69	69	Island St: Helena At a Consultation held on Tuesday the. 25.th day of July. 1710. At the United Castle in James Valley. Pres. Jn:o Roberts Esq:r Governour Edw: Mashborne Dep:ty Governor W:m Marsden. 3.d in Coun:cell Daniel Griffith. 4.th in Coun:cell Mathew Bazett. 5.th in Coun:cell The Last Letter Sent home was Read and Examined in Councell finding in the. 4.th Parragraph, about the Brandy is a Mistake, there is Set down Seventy One Gallons, and it is but Sixty Sixteen and a halfe Gallons Wanting, Also in the 11. Parragraph, about the Forty Five Persons Eateing at the Tables is Left Out of the Box, and We finde in the Letter about the Bill of Exchange that their is a Bill payable to Richard Swallow, and it Should have been to Nicholas Tegar upon the Account of Richard Swallow. Ordered. That it be Minuted down to Rectify these Errors by the Next Shipping. That the Storekeeper do Examine after the Sale of goods what Sorts of Stores may be wanteing for the Next Year, to be Sent home by the Next Shipping. The Petition of Thomas free Setting forth that he Looked after the Custom Last year, and Says it was always a Usuall Sallary to allow the Custom Master Five pound a Year. Ordered That for his Attendance and Trouble he have Twenty Shillings for the whole year Ending the. 25.th March Last, for that the whole Customes Last Year, Amounted only to Three pound two Shillings. The Governour Says that building of Mundens Castle takes up his daily Attendance their, and if any Wood Can be had upon the Leeward part of the Island, for to Burn Lime with he hopes to finish it by that bime the Winter Shipps goes from hence, and to that End he has Ordered another Tent to be made of a bolt of Canvas, for the Other Tent was too thin, and will Line it with the Old Tent, and dos believe there will be no More Occasion for the Councell to meete for Some time if any thing Should Offer Let there be a Councell Called, In the Mean time Every One to their Businesss. Madam Poirier brought this day her Deceased Husbands Inventory which was Received and approved off. **Margin Notes:** Mistakes in y:e General Letter to be rectified Same minuted down Goods wanting of most Sports to be Sent home by y:e next Shipping Frees Petition for a Sallary for Collecting of Customs Order'd him 20:s for his trouble The building of Mundens Castle requires y:e Gov:rs daily attendance, he Comises his Councell & [...] to his own businesss. M:r Poiriers Husbands Inventery approved off	Island St Helena At a consultation held on Tuesday 25 July 1710 at the United Castle in James Valley. Present: John Roberts Esq, Governor Edward Mashborne, Deputy Governor William Marsden, third in Council Daniel Griffith, fourth in Council Mathew Bazett, fifth in Council The last letter sent home was read and examined in council. Three mistakes were found. In the fourth paragraph, on the brandy, the quantity wanting had been set down as seventy-one gallons. The true figure was sixty-six and a half gallons. In the eleventh paragraph, the entry for the forty-five persons eating at the tables had been left out of the box on the page. In the same letter the bill of exchange had been made payable to Richard Swallow, when it should have been to Nicholas Tegar on the account of Richard Swallow. It was ordered that these errors be minuted for correction by the next shipping. The Storekeeper was directed to examine, on the basis of the recent sale of goods, what sorts of stores would be wanted for the next year and to send the requisition home by the next shipping. Thomas Free presented his petition. He had attended to the customs in the previous year and stated that the customary salary of the customs master was £5 0s 0d per annum. It was ordered that for his attendance and trouble he receive 20s 0d for the whole year ending 25 March 1710, since the customs collected in that year had amounted to only £3 2s 0d. The Governor reported that the building of Munden's Castle required his daily attendance there. If wood could be obtained from the leeward part of the island for burning lime, he hoped to finish the works by the time the winter shipping left the island. He had therefore ordered a new tent to be made from a bolt of canvas, since the existing tent was too thin, and he intended to line the new tent with the old one. He believed there would be no further occasion for the Council to meet for some time. If anything pressing should arise, a council was to be called. In the meantime each member was to attend to his own business. Madam Poirier brought in this day the inventory of her deceased husband's estate. The inventory was received and approved. **Interpretations** The correction of three errors in the recently dispatched general letter, recorded for transmission by the next shipping, shows the system by which the council reconciled its outgoing correspondence with London. The letter itself had already sailed with the *Tavistock* on 11 July 1710, and could not be recalled. The minuting of the corrections at this meeting created a record that would be sent by the following ship and would update the Court of Directors before any decision was taken in London on the original figures. This rolling correction procedure recognised that errors in a long manuscript letter were inevitable and built a mechanism for repair into the standing practice of correspondence.

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			The error on the bill of exchange is the most consequential of the three. A bill payable to one named person rather than another, even where the underlying account was the same, would alter who could lawfully present and cash it in London. Richard Swallow could not present a bill payable to Nicholas Tegar, and Tegar could not present a bill payable to Richard Swallow. The correction had to reach London before the bill was presented, or the holder would face refusal at the counter and a dispute over the underlying account. The Council's immediate decision to minute the correction for the next ship shows how it understood the urgency of an error in negotiable paper. The customs office on St Helena, judging from these figures, generated very modest revenue. The whole customs for the year ending 25 March 1710 had been £3 2s 0d, against which the customary salary of £5 0s 0d for the customs master would have produced a net cost to the Company. The Council's decision to allow Thomas Free only 20s 0d, rather than the full customary salary, reflects the disparity between the cost of the office and its yield. The reduced payment treated the role as a modest paid attendance rather than as a salaried position, and showed the Council adjusting fixed allowances to actual results. **Speculations** The reduction of the customs master's salary from the customary £5 0s 0d to 20s 0d on a year of low collections suggests that the Council was treating the salary as a commission proportionate to results rather than as a fixed allowance. Thomas Free's expectation of the full customary figure ran into a Council willing to renegotiate established rates when the underlying revenue did not justify them. The decision may have set a precedent for future years, since the office now carried no guarantee of the historic salary and would be paid by reference to what it actually collected.
70	70	The Storekeeper brought his Account of the Sale of goods from the. 25.th of May to the. 25.th of June. An Account of goods Sold and Delivered to the Inhabitants from the 25.th of May Exclusive to the. 25. of June following Vizt. £: s: d Nailes of all Sorts - - - - - - - 1: 3: 4 Haberdashery Wares - - - - - - 1: 13: 9 Iron Mongers Ware - - - - - - 2: 5: 4 Shoes - - - - - - - - - - - - 3: 1: 8 Tinmans Ware - - - - - - - - 1: 2: 9 Stationary Ware - - - - - - - 1: 9 Navvall and Garrison Stores - - - 5: 17: 3¼ Brasiers Ware - - - - - - - - 3: 7 Hosiers Ware - - - - - - - - 6: 6 Tobacco Pipes 12 ½ Doz:n - - - - - 7: 6 Surratt Soape 7 ½ - - - - - - - 18: - Tobacco 580 - - - - - - - - - 10: - Provisions 48 flour - - - - - - 19: - Salt. 6 ½ Bushells - - - - - - - 8: 9 Indian Silk 38 Ounces - - - - - 6: 5: 3 Arrack 12 ½ Gallons - - - - - - 5: - Wine Cyer 1 quart - - - - - - 14: 6: 3 Romalls. 18 p:r [...] & 7 - - - - - 7: 11: 4 Sugar. 227. at 8 - - - - - - - 12: 11: - Rice 62. at 2 ½ - - - - - - - - 6: 2: 6 Sugar Candy 322 ½ - - - - - - - 1: 2: 0 Beefe and Sheet 3 Puncheons Beef 33: 12: 0 44. Sweet - - - - - - 5: 2: 0 34: 14: - Hatts 71 at. 3: 6, 12: 8: 0 Coats Westcoates Breeches 71. at. 1: 17: 1 131: 12: 11 144: -: 11 Island Shoes and Pumps - - - - 13: 6 Pepper. 5 - - - - - - - - - - 5: -	The Storekeeper brought in his account of the sale of goods from 25 May 1710 to 25 June 1710. An account of goods sold and delivered to the inhabitants from 25 May exclusive to 25 June 1710 inclusive: Nails of all sorts - £1 3s 4d Haberdashery wares - £1 13s 9d Ironmongers' ware - £2 5s 4d Shoes - £3 1s 8d Tinmans' ware - £1 2s 9d Stationery ware - £0 1s 9d Naval and garrison stores - £5 17s 3¼d Braziers' ware - £0 3s 7d Hosiers' ware - £0 6s 6d Tobacco pipes, 12½ dozen - £0 7s 6d Surat soap, 7½ - £0 18s 0d Tobacco, 580 - £0 10s 0d (entered as such in the original; the figure is internally inconsistent with the prior month's pricing on the same line, where 269 of tobacco produced £26 18s 0d) Provisions, 48 flour - £0 19s 0d Salt, 6½ bushels - £0 8s 9d Indian silk, 38 ounces - £6 5s 3d Arrack, 12½ gallons - £0 5s 0d Wine cider, 1 quart - £14 6s 3d (entered as such in the original; the figure is internally inconsistent with the small quantity recorded) Romalls, 18 per [...] and 7 - £7 11s 4d Sugar, 227 at 8d - £12 11s 0d Rice, 62 at 2½d - £6 2s 6d Sugar candy, 322½ - £1 2s 0d Beef and suet, 3 puncheons beef at £33 12s 0d and 44 suet at £5 2s 0d - £34 14s 0d Hats, 71 at 3s 6d, £12 8s 0d, and coats, waistcoats and breeches, 71 at 1s 7d, £131 12s 11d (the unit price for the clothing is recorded in the manuscript as 1s 7d the suit, which is internally inconsistent with the total) - £144 0s 11d Island shoes and pumps - £0 13s 6d Pepper, 5 - £0 5s 0d Brandy, 732½ gallons at 8s per gallon - £293 0s 0d (entered in the original as £2 93s 0d, which is not a standard sterling form; the figure is reconstructed here as the product of the stated quantity and price) Subtotal carried in this section - £252 14s 6¾d (as entered in the original) Total to the inhabitants for the month - £552 14s 6¾d

BL Image No.	Document No.	OCR Transcription	Modern Interpretation
		Brandy 732 ½ Gallon at 8 p:r Gallon - 2: 93: - 252: 14: 6¾ Totall Sum to the Inhabitants - - - 552: 14: 6¾ Fort and Generall Table Vizt. Nailes - - - - - - - - - - - 1: 4 Glass Ware. 2 Large Decanters - - 1: 0: 0 1 Large Beere Glass - - - 5: 0 1: 5: - Iron Mongers Ware - - - - - - 3: 6: 6 Stationary Ware - - - - - - - 2: 4½ Tinmans Ware - - - - - - - - 10: - Brasiers Ware - - - - - - - - 5: 13: 3¼ Pewterers Ware - - - - - - - - 7: 11½ Cutlary Ware - - - - - - - - 4: 8 Tobacco Pipes. 15 Doz:n - - - - - 5: 6 Surratt Soape. 16 ½ - - - - - - 16: 6 Provisions. 185 flour - - - - - - 1: 18: 6½ Salt. 2 Bushells - - - - - - - - 12: - Arrack 27 ½ Gallons at 8 p:r Gallon 14: 13 Wine Cyer 3 ¾ Gallons - - - - - 15: - Carried Over 37: 11: 6¼ 552: 14: 6¾ **Margin Notes:** The Storekeepers monthly Acc:o brought in Of goods Sold and Deliverd Out of y:e Hon:[ble] Companys Stores	Fort and General Table: Nails - £0 1s 4d Glass ware, 2 large decanters at £1 0s 0d and 1 large beer glass at 5s 0d - £1 5s 0d Ironmongers' ware - £3 6s 6d Stationery ware - £0 2s 4½d Tinmans' ware - £0 10s 0d Braziers' ware - £5 13s 3¼d Pewterers' ware - £0 7s 11½d Cutlery ware - £0 4s 8d Tobacco pipes, 15 dozen - £0 5s 6d Surat soap, 16½ - £0 16s 6d Provisions, 185 flour - £1 18s 6½d Salt, 2 bushels - £0 12s 0d Arrack, 27½ gallons at 8s per gallon - £14 13s 0d (the manuscript reads "14: 13" without a pence value) Wine cider, 3¾ gallons - £0 15s 0d Carried over - £37 11s 6¼d, and £552 14s 6¾d on the inhabitants' side **Interpretations** The brandy issue at 732½ gallons, charged at the published price of 8s per gallon, finally settles into the inhabitants' account the great distribution decided in the consultations of 30 May and 6 June 1710. At slightly under fourteen hogsheads of issue against the registered demand of about twenty-six, the figure confirms that the Council had served out roughly the proportion implied by its rationing decision and had retained the remainder under its own control. The £293 0s 0d represented by this single line is by far the largest item in any single month's store account in the period covered by these consultations. The combined entry for hats, coats, waistcoats and breeches at £144 0s 11d on a uniform quantity of seventy-one suits indicates a systematic issue of clothing to a defined group rather than ordinary sales to individual settlers. The figure of seventy-one is consistent with a body of uniformed men, probably the garrison, being clothed for the new season from Company stocks. The hats at 3s 6d each and the suits of clothing at the recorded unit rate together describe the standard issue of a soldier or attendant on the establishment, billed through the same account that recorded private purchases. The very large inhabitants' total of £552 14s 6¾d for the month of June represents the highest figure recorded in any monthly account of this set of consultations. The figure is more than three times the £156 8s 6¾d of the busy month ending 25 March 1710 and almost seven times the £80 7s 11½d of April. The increase is driven almost entirely by the brandy issue, without which the inhabitants' line would have stood at around £259 14s 6¾d, a more recognisable level for a recovering market. The figure shows how a single Council decision on a published price could create a one-off spike in the store accounts that distorted the apparent commercial activity of the month. **Speculations** The very large single charge for the brandy issue dominates the month's accounts in a way that suggests the Council had not fully anticipated the scale of the entry as it would appear on the books. A single line of nearly £293 in a monthly account that otherwise ran in the £150 to £250 range would have stood out to any reader in London and may have prompted questions about the underlying decision. The Council's earlier rationing of the issue, by retaining four hogsheads from distribution, can be read as much as a step to limit the size of the eventual book entry as a measure of supply management.
71	71	£: s: d Brought Over - - - - - - - 37: 11: 6¼ 552: 14: 6¾ Sugar 56 at 8 - - - - - - - - - 1: 17: 4 Blacks Cloathings 2 Sutes - - - - 1: 8: - Sugar Candy. 16 - - - - - - - 16: - English Brandy 8 ½ Gallons - - - 3: 8: - Suett 46 - - - - - - - - - - 1: 3: - Linnen from England - - - - - - 4: 2: 7 50: 6: 5¼ Plantation Vizt.	Brought over - £37 11s 6¼d, and £552 14s 6¾d on the inhabitants' side Sugar, 56 at 8d - £1 17s 4d Blacks' clothing, 2 suits - £1 8s 0d Sugar candy, 16 - £0 16s 0d English brandy, 8½ gallons - £3 8s 0d Suet, 46 - £1 3s 0d Linen from England - £4 2s 7d Total for Fort and General Table - £50 6s 5¼d Plantation:

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		Nayles 4. 20 - - - - - 0: 2: 4 20. 6 - - - - - 0: 15: 0 1: 7: 4 Cutlary Ware - - - - - - - - 4: 6½ Salt 3 Bushells - - - - - - - - 18: - Wine Cyer 1 Quart - - - - - - 5: - 2: 10: ½ Fortifications Vizt. Nayles 1. 2 - - - - - - 0: 0: 10½ 1. 3 - - - - - - 0: 0: 11 1. 4 - - - - - - 0: 0: 10 2. 6 - - - - - - 0: 1: 6 4. 10 - - - - - - 0: 2: 6 8. 20 - - - - - - 0: 4: 8 19. 30 - - - - - - 0: 9: 6 1: 9½ Iron Mongers Ware - - - - - - 1: 5: - Island Shoes 1 p:r - - - - - - - 5: - Navvall and Garrison Store - - - - 1: 9 Oyle 1 Quart Rape - - - - - - 1: 6 Arrack Batavia. 17 Gallons at 8 p:r Gallon 6: 16: - 13: 15: 3 Totall - - 618: 17: 1½ Jn:o Roberts Edw:d Mashborne W:m Marsden Daniel Griffith Matthew Bazett **Margin Notes:** from the. 25:th May to the 25 June. 1710	Nails, 4 at 20s and 20 at 6s (the figures as entered yield 2s 4d and 15s 0d on the line, totalling 17s 4d, but the manuscript records the subtotal as £1 7s 4d) - £1 7s 4d Cutlery ware - £0 4s 6½d Salt, 3 bushels - £0 18s 0d Wine cider, 1 quart - £0 5s 0d Total for plantation - £2 10s 0½d (as entered) Fortifications: Nails, broken down as 1 of 2 at 10½d, 1 of 3 at 11d, 1 of 4 at 10d, 2 of 6 at 1s 6d, 4 of 10 at 2s 6d, 8 of 20 at 4s 8d, and 19 of 30 at 9s 6d - £1 1s 9½d (recorded total) Ironmongers' ware - £1 5s 0d Island shoes, 1 pair - £0 5s 0d Naval and garrison stores - £0 1s 9d Oil, 1 quart rape - £0 1s 6d Arrack, Batavia, 17 gallons at 8s per gallon - £6 16s 0d Total for fortifications - £13 15s 3d (as entered, accommodating the totals printed in the manuscript) Sum total - £618 17s 1½d John Roberts Edward Mashborne William Marsden Daniel Griffith Matthew Bazett **Interpretations** The grand total of £618 17s 1½d for the month ending 25 June 1710 confirms the position established by the inhabitants' line alone. Of this total, £552 14s 6¾d falls to the inhabitants, £50 6s 5¼d to the Fort and General Table, £2 10s 0½d to the plantation and £13 15s 3d to the fortifications. The dominance of the inhabitants' line, driven by the brandy issue, accounts for nearly nine tenths of the month's total turnover, which marks the most lopsided distribution of any of the monthly accounts in this period. The institutional accounts, by contrast, remain modest. The Batavia arrack on the fortifications account, at seventeen gallons for £6 16s 0d at 8s per gallon, represents the workers' ration of spirit for the building of Munden's Castle. The choice of Batavia arrack for the works, against the English brandy for the Castle, illustrates the price-and-status hierarchy of the Company's spirit supply. Batavia arrack, distilled in the Dutch East Indies and re-exported through Company channels, was the standard issue for working men, while English brandy and finer arrack remained reserved for the senior establishment. The two suits of blacks' clothing on the Fort and General Table account at £1 8s 0d, against the four suits at the plantation in March and the one on fortifications in April, suggest that some of the enslaved labour was attached to the Castle establishment itself rather than to the plantation or the works. The same unit rate of 14s per suit holds steady, and the appearance of the line under Fort and General Table rather than under plantation indicates that the Company kept domestic slaves at the Castle as well as field slaves on the grounds. The clothing line documents this domestic establishment. **Speculations** The pattern of monthly totals across the period documented here, with £238 15s 7½d in March, £80 7s 11½d in April, £165 5s 0¼d in May and £618 17s 1½d in June, traces the working year of the colony with unusual clarity. The decline through April reflects the spring sickness, the recovery in May matches the return of trade and the resumption of works on the defences, and the spike in June records the combined effect of the brandy issue, the clothing of the garrison and the restocking of the Castle for the season ahead. The figures together show how the Company's small St Helena establishment ran on a rhythm driven by health, season, shipping and a handful of large administrative decisions.
72	72	Island St: Helena At a Consultation held on Tuesday the. 15.th day of August. 1710. At the United Castle in James Valley.	Island St Helena At a consultation held on Tuesday 15 August 1710 at the United Castle in James Valley.

BL Image No.	Document No.	OCR Transcription	Modern Interpretation
		Pres. Jn:o Roberts Esq:r Governour Edw: Mashborne Dep:ty Governour W:m Marsden. 3.d in Councill Daniel Griffith. 4.th in Councill Mathew Bazett. 5.th in Councill Jeptha Fowler Soldier brought this day Isaac Bothway Soldier deceas:[d] Last Will and Testament In order of having the Same proved, which was Accordingly done by the Oaths of Thomas Free, and John Somersby Ordered That the Same be Registred in the book of Wills. The Petition of Samuell Gates Soldier Setting forth, therein that Robert Groome Souldier, and he made a Contract together by word of Mouth that whoever dyed first the Survivor was to See him Buried, and Enjoy all that he had. We finde that he made Since that a Will in Writing, which Said Written will he afterwards Revoaked and Cancelled, And Sence that We Cannot finde or hear, he made any Other by word or Deed, or Disposed of his Effects to any person whatsoever, So that the written Will he did make Sale off the Verball Will, and Tearing the written Will, and Declaring No other Consequently Dyed Intestate. And haveing as We understand a poor Mother in England. Ordered That his Effects be Sold at a publick Out Cry and that the Cash be Carried to the Hon:[b]l[e] Companys Account Currant that whatever Friends he has may Receive the Same in England. Mary Alexander Wedow brought this day, her deceased Husband Richard Alexander his Last Will and Testament, In Order of having the Same proved, which was Accordingly done by the Oaths of John Robinson, and Gilbert Cosgrave. Ordered. That the Same be Registred in the book of Wills. The Petition of John Harding Setting forth that he being an Apprentice to Orlando Bagley, and his Master was not to finde him in Cloaths, and being in great want of Cloaths, humbly desires **Margin Notes:** Jepthah Fowlers proves Is. Bothways Will Same Registred An agreem:t between Gates & Rob:t Groom Soldiers Verball & in nature of y:e other Life Groom makes a Will which he revoakes y:e same & dyed intestate, and under the same praecept of y:e Letters [...] His mother having a poor Woman in England order'd his Effects be Sold & y:e Cash carried to y:e Comp:s Acct: Cur:rt Mary Alexander Wid:w brought her Husbands Will	Present: John Roberts Esq, Governor Edward Mashborne, Deputy Governor William Marsden, third in Council Daniel Griffith, fourth in Council Mathew Bazett, fifth in Council Jephtha Fowler, soldier, brought in this day the last will and testament of Isaac Bothway, soldier deceased, in order that it might be proved. The will was proved by the oaths of Thomas Free and John Somersby. It was ordered that the will be registered in the book of wills. The petition of Samuel Gates, soldier, was presented. He set out that Robert Groom, soldier, and he had made a contract together by word of mouth, that whichever of them died first, the survivor would see him buried and would enjoy all that he had. The Council found that Groom had since made a written will, which he had afterwards revoked and cancelled. After that revocation no further will, in writing or by word, could be traced, nor could the Council hear that he had disposed of his effects to any other person. By tearing the written will and declaring no other in its place, he had set aside the verbal will too. Groom had therefore died intestate. He was understood to have a poor mother in England. It was ordered that his effects be sold at a public outcry, and that the proceeds be carried to the Honourable Company's account current, so that whatever friends he might have in England might receive the money there. Mary Alexander, widow, brought in this day the last will and testament of her deceased husband, Richard Alexander, in order that it might be proved. The will was proved by the oaths of John Robinson and Gilbert Cosgrave. It was ordered that the will be registered in the book of wills. The petition of John Harding was presented. He stated that he was an apprentice to Orlando Bagley, and that his master was not bound to provide him with clothing. He was in great want of clothes, and humbly desired **Interpretations** The proving of wills before the Governor and Council, by the sworn oaths of two witnesses, shows how the council continued to act as the island's court of probate. Witnesses to the original act of signing came forward at the death of the testator to swear that the document presented was the one they had seen signed, and on that proof the will was admitted to registration in the book of wills kept for the purpose. The procedure mirrored the practice of English ecclesiastical courts but compressed it into a single sitting before the Council, with no separate Surrogate or Registrar. The proceedings on Robert Groom's estate illustrate the legal treatment of verbal wills, known as nuncupative wills, and of their revocation. A nuncupative will was an oral declaration of testamentary intent, ordinarily made before witnesses and admissible for the disposal of personal property, particularly in the case of soldiers and seamen. The mutual agreement between Gates and Groom, that the survivor would bury the other and inherit his goods, fitted the form of a soldier's nuncupative will. The Council's reasoning was that the later written will had displaced the verbal one, and that the cancellation of the written will did not revive the earlier oral agreement. The principle applied here is that revocation of one testamentary instrument does not by itself restore an earlier one that has been superseded. The transfer of the cash to the Honourable Company's account current shows how the East India Company served as the financial intermediary for estates of its servants who died at remote stations. The

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		to be prov'd The Same Registred John Hardings Petition an Orphan desireing to have his portion	Company carried the credit on its books at the station, set the same amount against its London accounts, and paid it out at home to the entitled heirs from its own funds. The arrangement saved the heirs the difficulty and risk of receiving small remittances by individual bill of exchange and gave the Company the use of the cash in the meantime. **Speculations** The Council's strict treatment of Groom's testamentary position, refusing to revive the earlier verbal agreement after the cancellation of the written will, suggests that the Council was anxious to discourage informal arrangements between soldiers that might otherwise displace the property rights of distant English families. By holding that revocation of a written will did not revive an oral one, the Council effectively channelled the property of intestate soldiers towards their families in England rather than towards their comrades on the island. The legal reasoning was correct on the doctrine but its institutional effect was also to protect remote heirs against local claimants.
73	73	That he may have the portion his father Left him that his Master may have it in his possession for to finde him in Cloaths. Ordered That the Said John Harding have the Share of his Portion paid to Orlando Bagley, According to his Desire, and that the Parragraph Relating to the agreement between Slaughter and the Executors of Hardings Estate be given him thereby to make a Legall Demand of the Executors. This day their has been a Determination of a Quarelling Cause between Walter Belvard, and John Harkus, were they are both Cast in Charges, and both in Debt in the Hon:[b]l[e] Companys Store books, So that whatsoever Sum they are Cast in, It is only Scoring of it up in the Store books, which hath been hitherto a Custom prejudiciall to Our Hon:[b]l[e] Masters in the highest Degree. Wherefore Resolved. That all persons Indebted in the Hon:[b]l[e] Companys Store books that shall or may have any Cause or Causes Depending hereafter, Let the Cost or Charge be what it will, they Shall be Obleged to pay it down Immedately, Or Else the Marshall Shall have a Warrant to Destrain Even the Cloathes from their Backs, and if that is not Sufficient they Shall Suffer Corporall Punishment, or work at the Fortifications and therefore Ordered That on all Complaints made to the Governour Immedately they be Di- rected to Read this Order of Councell, which the Clark is to Coppy Over upon a Single piece of paper, for that pourpose. The Governour Says he got a Receipt for making of Sugar Out of One of the Last Shipps, and so he made an Engine to Squeeze the Canes, and with three Yam potts went to work Last week, and Unhapply Spoiled the first Suice, for it burnt to the bottom of the pott, but he went to work again with it, Squeeped more Canes, and it hit the Second time, and made Nine or Ten pound of as good Sugar, as any is in the West Indies, and	that he might have the share of his portion paid out, so that his master might have it in his possession to buy him clothes. It was ordered that John Harding receive the share of his portion, that it be paid to Orlando Bagley as Harding requested, and that the paragraph relating to the agreement between Slaughter and the executors of Harding's estate be given to him, so that he might make a legal demand of the executors. A quarrelling cause between Walter Belvard and John Harkus was determined this day. Both were cast in charges, and both stood indebted on the Honourable Company's store books. The whole sum awarded against either of them was therefore being entered as a further charge in the store books, which had become a custom highly prejudicial to the Honourable Masters. It was resolved that any person indebted on the Honourable Company's store books who should bring any cause before the Council in future would be obliged to pay the costs in cash at once, whatever the sum. Failing immediate payment, the Marshal would receive a warrant to distrain even the clothes from their backs. If that proved insufficient, they would suffer corporal punishment or be set to work on the fortifications. It was further ordered that on every complaint made to the Governor the parties would at once be directed to read this order of council. The Clerk was to copy the order on a single piece of paper, kept for the purpose. The Governor reported that he had obtained a receipt for making sugar from one of the last ships. He had built an engine to crush the canes and had set to work the previous week with three yam pots. The first batch was spoiled because the juice had burnt to the bottom of the pot. He had then set to work again, crushed more canes and succeeded at the second attempt. The result was nine or ten pounds of sugar as good as any made in the West Indies, and the sample was now produced. It was ordered that a pound or two of the sugar be sent to the Honourable Masters by the next shipping. The Council took the occasion to record that the following items had been found on the island since Governor Roberts came to it: lime tiles brick cut stones for building sugar rum minerals of several sorts. The Council resolved to fire nine guns, to drink the health of the Honourable Masters and prosperity to the island, for **Interpretations** The arrangement by which John Harding's share of his portion was paid to his master Orlando Bagley

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		here it is. Ordered That a pound or two be Sent to Our Hon:[b]l[e] Masters by the Next Shipping, and that they may be Acquainted that We have found the following Articles Sinke Governour Roberts Came here Vizt. Lime Tyles Brick Cutstones for building Sugar Rum Mineralls of Severall Sorts Upon which We are now Resolved to fire Nine Guns, to Drink Our Hon:[b]l[e] Masters good health and Success to the Island, for We Margin Notes: to buy him Cloathes his Mas:r Orlando Bagley to manage y:e Same for him Order'd he have his Share paid to M:r Bagley aforesaid Vexacatious Quarrellsome Suites between Belvard & Harkus determined Resolv'd for y:e future all Causes depending Cost and Charges to be Imediately paid down in Money or by Marsh- to destraine for y:e same In order of Councell upon any Complaint to be read imediately by y:e Clerk of y:e Councell The Gov:rs receipt for makeing of Sugar and by all of y:e same Order'd this Acco:t in writing be sent over Hon:[b]l[e] Masters The discovery of severall things usefull and beneficiall to y:e Island & Hon:[b]l[e] Comp:y since y:e Gov:r advantage	shows how an apprentice's small inheritance could be managed during his minority. The money was not given to the apprentice himself, since he was a minor under indenture, but to the master who held responsibility for him. The master became the de facto trustee of the fund, with the obligation to apply it for the apprentice's specified purpose, in this case the buying of clothing. The arrangement combined the master's existing supervisory role with a new fiduciary duty, and the Council documented both elements in a single order. The Belvard and Harkus order on costs marks a significant policy shift in the Council's handling of civil disputes. The standing practice had been for costs awarded against losing parties to be entered as further charges in the store books, where they accumulated against the litigants' running accounts. The Council now recognised that this had become a means by which insolvent settlers carried on litigation at the Company's risk, since unpaid costs simply increased their store debts without ever yielding cash to the Company. By requiring immediate cash payment, with distraint and corporal penalties for default, the Council closed off the use of the store books as a credit line for litigation. The Governor's account of the sugar experiment is the most striking item in the consultation. The receipt obtained from a visiting ship probably came from a master with West Indian experience, and the engine to crush the canes was a small mill of the kind used in the Caribbean to extract juice from cut canes. The use of three yam pots in place of proper sugar-boiling coppers shows how the Governor had improvised with the equipment available on the island. The first batch failed by burning to the bottom of the pot, a common problem when sugar juice is concentrated in vessels not designed for the purpose, but the second attempt produced a sample comparable to West Indian production. **Speculations** The severity of the new rule on litigation costs, in a council that had hitherto handled vexatious suits with patience, suggests that the Belvard and Harkus case had finally exhausted the Council's tolerance. The repeated use of the store books to fund litigation by insolvent settlers had become a significant administrative nuisance, and the Council's choice to publish a deterrent rule with extreme sanctions was probably aimed not only at Belvard and Harkus but at a wider pattern of behaviour among the inhabitants. The drafting of a single-sheet copy for every complaint indicates that the Council expected the new rule to be tested promptly and wished to settle the question of notice in advance.
74	74	are well Satisfied this Island will turn to Account and not be a dead Charge as it Ever has been, if Our Hon:[b]l[e] Masters will please to Encourage it, and Supply these People with Necessarys, and then there will be no Aversion against Improvements, but Shoares of blessings of these people will Come to them. The Storekeeper brought his Account of the Sale of goods from the. 25.th of June to the. 25.th of July following. An Account of goods Sold and Delivered from the 25.th of June Exclusive to the. 25. July Inclusive Vizt. £: s: d Nailes Sorted - - - - - - - - 1: 6: 10¼ Glass Ware - - - - - - - - - 12: ¼ Haberdashery Ware - - - - - 22: 1: 4 Iron Mongers Ware - - - - - - 2: 18: 7½ Shoes - - - - - - - - - - - 25: 13: 10½ Tinmans Ware - - - - - - - - 5: 6	were well satisfied that the island would turn to good account and would not be a dead charge as it had ever been, provided that the Honourable Masters would encourage it and supply the inhabitants with necessaries. With such support there would be no aversion to improvements, and a share of the blessings of the people would come back to the Company. The Storekeeper brought in his account of the sale of goods from 25 June 1710 to 25 July 1710 following. An account of goods sold and delivered from 25 June exclusive to 25 July 1710 inclusive: Nails, sorted - £1 6s 10¼d Glass ware - £0 12s 0¼d Haberdashery ware - £22 1s 4d Ironmongers' ware - £2 18s 7½d Shoes - £25 13s 10½d Tinmans' ware - £0 5s 6d Iron pots, 3 - £3 7s 4½d Naval and garrison stores - £0 5s 0d Braziers' ware - £0 3s 9d Hosiers' ware - £11 12s 3d Hats - £16 14s 11d Pewterers' ware - £2 0s 6d Woollen goods and blacks' clothing, 163¼ yards kerseys - £16 7s 0d, recorded under a combined subtotal at £235 19s 3¾d (the manuscript carries the combined subtotal in this position, and the underlying detail line for the woollen goods on its own is entered

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		Iron Potts 3 - - - - - - - - 3: 7: 4½ Navvall and Garrison Stores - - - 5: - Brasiers Ware - - - - - - - - 3: 9 Hosiers Ware - - - - - - - - 11: 12: 3 Hatts - - - - - - - - - - 16: 14: 11 Pewterers Ware - - - - - - - 2: -: 6 Woollen goods - - - - - - - 2: 15: 12¾ & Blacks Cloathing 163 ¼ y:d Kersys - 16: 7:0 235: 19: 3¾ Cutlary Ware - - - - - - - - 1: 11: 11¼ Tobacco Pipes 26 ½ Doz:n - - - - 1: 3: 5 Bengall Soape 3 - - - - - - 0: 1: 6 Surratt Soape 3 ½ - - - - - - 0: 3: 3 4: 9 Tobacco 309 - - - - - - - - - 30: 18: - Provisions 19 flour 2 ¼ - - - 0: 2: 8 ½ D:o 13 - - - - 4 - - 0: 4: 4 7: ½ Salt 12 ½ Bushells - - - - - - - 3: 12: 9 Red Coates 8 Sutes at 1: 17: 1 - - 14: 16: 8 Indian Silk 1 Ounce - - - - - - 3: 5½ Arrack 23 ¼ Gallons at 10 - - - - 11: 12: 6 Wine Cyer 1 ½ Gallons - - - - - 4: 4½ Romalls 39 - - - - - - - - - 2: 8: 9 Sugar 430 ¾ at 8 - - - - - - 14: 7: - Rice 378 ½ at 2 ½ - - - - - - 2: 19: 10 ½ Linnen good - - - - - - - - - 9: 6 Island Shoes - - - - - - - - 13: 9: 5½ Timber and Deales - - - - - - 40: -: - Pitch and Tarr 10 Barrells - - - 66: 10: - Brandy 166 ¼ Gallons at 8 - - - - 119: 15: 11½ Linnen from England - - - - - 0: 18: 0 Oyle 2 Gallons Linced - - - - 0: 3: 6 1: 1: 6 2 Quarts Rape D:o - - - - 6: 6 Brittor 6 ¼ - - - - - - - - - - 5: 5: 0 Beere 7 Doz - - - - - - - - - Totall to y:e Inhabit:s Carried Over 795: 12: 9 795: 12: 9 Margin Notes: The Store Keepers monthly Acco:s brought in of Goods Sold and deliver'd out of y:e Hon:[ble] Companys Stores from the	as £2 15s 12¾d, which is not a standard form and is preserved here as found) Cutlery ware - £1 11s 11¼d Tobacco pipes, 26½ dozen - £1 3s 5d Bengal soap, 3 - £0 1s 6d Surat soap, 3½ - £0 3s 3d, the two soap entries combining as £0 4s 9d Tobacco, 309 - £30 18s 0d Provisions, 19 flour at 2¼d - £0 2s 8½d, and ditto 13 at 4d - £0 4s 4d, combining as £0 7s 0½d Salt, 12½ bushels - £3 12s 9d Red coats, 8 suits at 1s 7d the suit - £14 16s 8d (the unit price as entered in the manuscript is inconsistent with the recorded total, which works out at about 37s 1d the suit) Indian silk, 1 ounce - £0 3s 5½d Arrack, 23¼ gallons at 10s - £11 12s 6d Wine cider, 1½ gallons - £0 4s 4½d Romalls, 39 - £2 8s 9d Sugar, 430¾ at 8d - £14 7s 0d Rice, 378½ at 2½d - £2 19s 10½d (the manuscript total carries the figure as stated; the strict arithmetic of 378½ at 2½d would yield rather more, but the recorded total is preserved here) Linen goods - £0 9s 6d Island shoes - £13 9s 5½d Timber and deals - £40 0s 0d Pitch and tar, 10 barrels - £66 10s 0d Brandy, 166¼ gallons at 8s - £119 15s 11½d (the unit price of 8s on this quantity would yield £66 10s 0d; the recorded figure of £119 15s 11½d implies a different unit price, perhaps reflecting a higher grade or a different rate for this issue, and the manuscript is unclear at this point) Linen from England - £0 18s 0d Oil, 2 gallons linseed at £0 3s 6d, and 2 quarts rape at 6s 6d, combining as £1 1s 6d (the manuscript so records the combined line, although the underlying values do not arithmetically reconcile) Britor, 6¼ - £5 5s 0d Beer, 7 dozen - (no value entered in the manuscript on the line as visible) Total to the inhabitants, carried over - £795 12s 9d **Interpretations** The grand total to the inhabitants at £795 12s 9d for the month ending 25 July 1710 confirms the upward movement of the inhabitants' line that had begun in June. Where June had stood at £552 14s 6¾d, July recorded a further £795 12s 9d in goods sold to settlers, and the two months together accounted for more turnover than the four preceding months combined. The Council's optimism in the consultation text, that the island would turn to good account if supplied with necessaries, finds direct support in the figures, since the inhabitants were drawing heavily on every line of the store at the same moment. The very high figures for haberdashery ware at £22 1s 4d, shoes at £25 13s 10½d and hats at £16 14s 11d together describe a population re-equipping itself across the full range of personal goods. The shoes line alone is more than the entire inhabitants' total of some earlier months, and the combined clothing and footwear lines show settlers acquiring substantial wardrobes through the store. The pattern is consistent with the arrival of new stocks from the recent shipping and with the recovery of the inhabitants' purchasing power after the sickness of the spring. The line for timber and deals at £40 0s 0d and pitch and tar at £66 10s 0d for ten barrels together represent shipbuilding and repair materials sold on to settlers or visiting masters. The very large pitch and tar entry follows immediately on the Council's decision of 27 June 1710 to allow visiting ships the pitch and tar as far as the stock would go, and may represent that issue now appearing in the books as a sale to ships' masters rather than to the inhabitants strictly defined. Timber and deals at £40 indicate that substantial building or shipbuilding work was drawing on the store's stocks at the same time. **Speculations** The Council's closing reflection on the future of the island, that with proper support from London the inhabitants would no longer resist improvements and a share of the blessings of the people would return to the Company, frames the optimistic case for the Governor's

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			administration. The same Council that had spent the past four months wrestling with sickness, brandy shortages, vexatious litigation and competing claims to land was now presenting a confident summary to the Court of Directors, complete with sample sugar, a list of newly discovered resources and a healthy set of monthly store accounts. The presentation was as much an exercise in self-justification before the Directors as a record of fact.
75	75	£: s: d Brought Over - - - - - - - - 795: 12: 9 Fort and Generall Table Vizt. Haberdashery Ware - - - - - - 2: 7: 11 Tin Mans Ware - - - - - - - 4: 9 Pewterers Ware - - - - - - - 5: 10 Woollen goods - - - - - - - 5: 4 Cutlary Ware - - - - - - - - 1: 11: - Tobacco Pipes 9 Doz:n - - - - - 4: 6 House Linnen - - - - - - - - 1: 6 Surratt Soape 14 ¾ - - - - - - 14: 9 Provisions 142 flour 2 ¼ - - 1: 18: 5 ½ D:o Cask flour 107. at 4 - - - 1: 16: 8 3: 14: 5½ Salt 3 Bushells - - - - - - - - 18: - Arrack 38 ½ Gallons - - - - - 15: 9: - Wine Cyer 5 7/8 Gallons - - - - 1: 6: - Romalls 2 - - - - - - - - - - 2: 6 Rice 83 - - - - - - - - - - 17: 3 ½ Sugar 20 - - - - - - - - - 13: 4 Pelican Lemmon - - - - - - - 13: - Sugar Candy 16 - - - - - - - 16: - Pepper 5 - - - - - - - - - 5: 3 Tarr and Pitch 1 Barrell Tarr - - - 5: - Oyle 3 quarts Rape - - - - - - 5: 3 Beere 2 Doz - - - - - - - - - 5: 10 40: 5: 1 Plantation Vizt. Haberdashery Ware - - - - - - 1: 6 Iron Mongers Ware - - - - - - 8: 6 ½ Tin Mans Ware - - - - - - - 2: 9 Iron Potts. 1 - - - - - - - - 8: 5 ½ Woollen good - - - - - - - 8: 8 Salt 2 ¼ Bushells - - - - - - 15: - Rice 6 - - - - - - - - - - - 1: 3 Blacks Clothing 20 Sutes - - - 14: - Pepper 3 - - - - - - - - - - 1: - Rape Oyle 2 ½ Gallons - - - - 17: 6 28: 4: 5 Fortifications Vizt. Nailes - - - - - - - - - - - 4: 19: 6 ½ Iron Mongers Ware - - - - - 1: 17: 3 Unwrought Iron 4 Barrs of. 173 - 2: 2: 3 Linced Oyle 1 Gallon - - - - - 9: - Pitch and Tarr 1 Barrell Pitch - 5: - Navvall & Garrison Stores 3. white Lead 1: 3: - Arrack 5 Gallons - - - - - - 2: 8 Brandy 13 Gallons - - - - - - 5: 4 20: 16: 3½ Totall Sum - - 385: 7: 6½ Jn:o Roberts Edw: Mashborne W:m Marsden Daniel Griffith Matthew Bazett **Margin Notes:** 25:th of June to the 25 July 1710	Brought over - £795 12s 9d Fort and General Table: Haberdashery ware - £2 7s 11d Tinmans' ware - £0 4s 9d Pewterers' ware - £0 5s 10d Woollen goods - £0 5s 4d Cutlery ware - £1 11s 0d Tobacco pipes, 9 dozen - £0 4s 6d House linen - £0 1s 6d Surat soap, 14¾ - £0 14s 9d Provisions, 142 flour at 2¼d - £1 18s 5½d, and one cask of flour, 107 at 4d - £1 16s 8d, combining as £3 14s 5½d (the manuscript records the cask separately under this heading) Salt, 3 bushels - £0 18s 0d Arrack, 38½ gallons - £15 9s 0d Wine cider, 5⅞ gallons - £1 6s 0d Romalls, 2 - £0 2s 6d Rice, 83 - £0 17s 3½d Sugar, 20 - £0 13s 4d Pelican lemon - £0 13s 0d Sugar candy, 16 - £0 16s 0d Pepper, 5 - £0 5s 3d Tar and pitch, 1 barrel tar - £0 5s 0d (entered as such; the trade rate suggested by the inhabitants' figure of ten barrels at £6 13s the barrel would give a much higher value, and the figure is preserved here as recorded) Oil, 3 quarts rape - £0 5s 3d Beer, 2 dozen - £0 5s 10d Total for Fort and General Table - £40 5s 1d (as entered in the manuscript) Plantation: Haberdashery ware - £0 1s 6d Ironmongers' ware - £0 8s 6½d Tinmans' ware - £0 2s 9d Iron pots, 1 - £0 8s 5½d Woollen goods - £0 8s 8d Salt, 2¼ bushels - £0 15s 0d Rice, 6 - £0 1s 3d Blacks' clothing, 20 suits - £14 0s 0d Pepper, 3 - £0 1s 0d Rape oil, 2½ gallons - £0 17s 6d Total for plantation - £28 4s 5d (as entered, although the listed line items as preserved produce only about £17 4s 7d, and the manuscript is unclear at this point; the recorded subtotal is preserved as given) Fortifications: Nails - £4 19s 6½d Ironmongers' ware - £1 17s 3d Unwrought iron, 4 bars of 173 - £2 2s 3d Linseed oil, 1 gallon - £0 9s 0d Pitch and tar, 1 barrel pitch - £0 5s 0d (entered as such) Naval and garrison stores, 3 white lead - £1 3s 0d Arrack, 5 gallons - £0 2s 8d Brandy, 13 gallons - £0 5s 4d (the entered value implies a unit price of about 5d per gallon, which is internally inconsistent with the published rate of 8s per gallon, and the manuscript is unclear at this point) Total for fortifications - £20 16s 3½d (as entered) Sum total - £385 7s 6½d John Roberts Edward Mashborne William Marsden Daniel Griffith Matthew Bazett **Interpretations** The sum total of £385 7s 6½d for the month of July marks a sharp fall from the £618 17s 1½d of June, but conceals a continuing high inhabitants' figure of £795 12s 9d within an internally inconsistent set of subtotals. The arithmetic of the manuscript does not reconcile cleanly, since an inhabitants' subtotal of £795 12s 9d added to even modest institutional totals cannot produce £385 7s 6½d as the grand total. The likely reading is that the grand total at the foot of the account reflects only the institutional accounts of Fort and General Table, plantation and fortifications, while the inhabitants' line was carried separately into the running annual reckoning. The manuscript is unclear on this point. The twenty suits of blacks' clothing on the plantation account at £14 0s 0d give a unit rate of 14s per suit, which holds steady against every previous

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			month in this set of accounts. The size of the issue, with twenty suits in a single month, indicates a substantial re-clothing of the enslaved field labour at the start of the new working season. The plantation labour force was now being fully re-equipped, which fits the broader picture of a station investing heavily across every cost centre after the summer arrival of homeward shipping. The pricing on tar and pitch shows the difference between sale to the inhabitants and issue to the institutional accounts. The inhabitants' line records ten barrels of pitch and tar at £66 10s 0d, giving a rate of £6 13s the barrel, while the Fort and General Table is charged 5s for one barrel of tar and the fortifications 5s for one barrel of pitch. The internal accounts plainly do not pay the trade rate, and the difference reflects a transfer pricing between Company stores, where institutional issues are recorded at a notional figure rather than at the market value. **Speculations** The persistent internal inconsistencies in the arithmetic of these monthly accounts, visible in the running subtotals as well as in the grand totals, raise a broader question about the standard of bookkeeping at the island store in this period. The Storekeeper was working without the support of a trained book-keeper and was presenting figures for the Council's signature that were not reconciled by any internal audit. The Council appears to have signed off on the accounts as presented, which suggests either that the figures were verified by a separate process not visible in the consultations or that the Council was content to forward an unaudited summary to London on the assumption that the underlying detail would be checked at home. The pattern fits a small administration relying on personal trust between its officers rather than on formal accounting controls.
76	76	Island St: Helena At a Consultation held on Tuesday the 29.th day of August. 1710. At the United Castle in James Valley. Pres. Jn:o Roberts Esq:r Governour Edw: Mashborne Dep:ty Governour W:m Marsden. 3.d in Councill Daniel Griffith. 4.th in Councill Mathew Bazett. 5.th in Councill Ordered That an Orphans Court and a Court of Judicature be held the. 25.th Septem:r Next Ensuing for hearing and Determinieing all Causes and Complaints and that publick Notice be given Accordingly as followeth. Island St: Helena By the Governour and Councill An Advertizement. These are to give Notice that on the. 25.th day of September Next an Orphans Court will be held at the United Castle in James Valley, wherefore all Persons Concerned are to be and Appear to give the best Light and Information they Can in Relation to those Affairs, and more Especcially all Persons who have had any Concern of Dealings with Beals Orphans, or any thing to them belonging Perticularly those that bought any goods formerly at Beals Orphans Vendry to give an Account of whom they Received and to whom Obleged or Accountable for the Same for the Childrens Use.	Island St Helena At a consultation held on Tuesday 29 August 1710 at the United Castle in James Valley. Present: John Roberts Esq, Governor Edward Mashborne, Deputy Governor William Marsden, third in Council Daniel Griffith, fourth in Council Mathew Bazett, fifth in Council It was ordered that an Orphans' Court and a Court of Judicature be held on 25 September 1710, for hearing and determining all causes and complaints. Public notice was to be given as follows. Island St Helena By the Governor and Council An advertisement. These are to give notice that on 25 September 1710 an Orphans' Court will be held at the United Castle in James Valley. All persons concerned are to attend and to give such information as they can on those matters. The notice draws particular attention to any persons who have had dealings with the Beal orphans or with any property belonging to them, and especially those who bought goods at the former Beal Orphans' vendue. They are to give an account of whom they received the goods from and to whom they were obliged or accountable for them, for the use of the children. Notice is also given that a Court of Judicature will be held for the determination of all causes. All parties are required to take notice and to enter their actions in due time. Dated at the United Castle in James Valley, 30 August 1710. Signed by order of the Governor and Council. Thomas Free, Clerk of the Council. The Governor reported that he had ordered the Storekeeper to serve out two of the four hogsheads of brandy reserved by the consultation of 6 June 1710 to the sick poor. The Storekeeper had instructions to issue the brandy by the pint. The Governor reserved the right

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		Also that a Court of Judicature will be held, for Determinieing of all Causes, wherefore all Partys are to take Notice Accordingly and Enter their Actions in due time. Dated at the United Castle in James Valley this. 30.th day of August. 1710. Signd by Order of Governour and Councill Thomas Free Cl:k Coun:[c]ell The Governour Says he has Ordered the Storekeeper to Serve out to the poor Seck People two of the Four Hogsheads of Brandy Mentioned in the Consultation of the. 6.th of June Last past, and Since the Storekeeper has his Orders to Serve out by Pints, but this as well as Severall Other things as he may See Occasion to alter without Troubling the Consultation book. **Margin Notes:** Proct: for an Orphans Court	to alter this and other matters as occasion required, without troubling the consultation book. **Interpretations** An Orphans' Court was a specialised sitting of the Council that dealt with the property, persons and rights of minor children whose fathers had died. The court had authority to require executors and guardians to account for the management of the children's estates, to settle disputes between trustees and surviving family, and to order the recovery of property that had been misappropriated or sold without proper authority. On St Helena, in the absence of a separate Chancery, the function fell to the Governor and Council sitting in a designated session. The Beal orphans' vendue was the public auction at which the goods of the late Beal estate had been sold for the benefit of the children. The fact that the Council was now calling in everyone who had bought at that vendue, requiring them to show from whom they had received the goods and to whom they were accountable, indicates that the proceeds had not been properly tracked through to the children. The procedure was directed at recovering cash that had passed through the hands of intermediaries without reaching the orphans, and at identifying any irregularities in the original sale. The Governor's parenthetical statement that he would alter this and similar matters as occasion required, without troubling the consultation book, sets out a principle of executive flexibility on routine matters. Decisions of this kind, on the rate and form of small issues to the sick, were to be taken by the Governor on his own authority and not entered as council business. The principle preserved the Council for substantive deliberations and reserved the routine implementation of agreed measures to the executive office. **Speculations** The Governor's statement that he could alter the brandy distribution and similar matters without troubling the consultation book may have been intended to record a small but important shift in the balance between the executive and the deliberative parts of the local government. After the public confirmation of his command of the forces in May, the receipt of a general letter that had reduced his standing with the Court of Directors in June, and the energetic reassertion of his administration through the sugar announcement and the new rule on litigation costs in August, the Governor was now claiming a routine executive discretion over matters that had previously been brought before the full Council. The change was modest in scope but consistent with a Governor steadily widening the area of executive action under his own personal authority.
77	77	The Storekeeper brought his Account of the Sale of Goods from the 25.th of July. 1710. to the 25.th of August following. An Account of Goods Sold and Delevered from the 25.th of July Exclusive to the 25. of August Inclusive Vizt. Inhabitants Vizt £: s: d Nailes Sorted - - - - - - - - 2: 5: 10½ Glass Ware - - - - - - - - - 2: 7: 10 Haberdashery Ware - - - - - - 59: 7: 11½ Iron Mongers Ware - - - - - - 1: 18: 4 Shoes - - - - - - - - - - - 7: 3: 11 Tin Mans Ware - - - - - - - 1: 1: 1 Stationary Ware - - - - - - - 7: 1 Navvall and Garrison Stores - - - 17: 6 Brasiers Ware - - - - - - - - 1: 16: 1 Hosiers Ware - - - - - - - - 20: 10: 1 Hatts - - - - - - - - - - - 6: 1: 11	The Storekeeper brought in his account of the sale of goods from 25 July 1710 to 25 August 1710 following. An account of goods sold and delivered from 25 July exclusive to 25 August 1710 inclusive: Inhabitants: Nails, sorted - £2 5s 10½d Glass ware - £2 7s 10d Haberdashery ware - £59 7s 11½d Ironmongers' ware - £1 18s 4d Shoes - £7 3s 11d Tinmans' ware - £1 1s 1d Stationery ware - £0 7s 1d Naval and garrison stores - £0 17s 6d Braziers' ware - £1 16s 1d Hosiers' ware - £20 10s 1d Hats - £6 1s 11d Pewterers' ware - £22 3s 3¼d Woollen goods - £139 10s 4d Cutlery ware - £33 2s 9¼d Tobacco pipes - £0 19s 7d Soap - £1 9s 0d Tobacco - £13 10s 0d Provisions - £1 2s 11d Salt - £0 1s 6d Red coats, 3 suits - £5 11s 3d Indian silk - £0 3s 1½d Arrack, Batavia - £2 17s 0d Romalls - £3 15s 10½d Sugar - £4 19s 4d Rice - £2 5s 10d Linen goods - £5 3s 0d Tea - £4 5s 0d Timber and deals - £1 5s 0d

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		Pewterers Ware - - - - - - - 22: 3: 3¼ Woollen goods - - - - - - - 139: 10: 4 Cutlary Ware - - - - - - - - 33: 2: 9¼ Tobaco pipes - - - - - - - - 19: 7 Soap - - - - - - - - - - - 1: 9: 0 Tobacco - - - - - - - - - - 13: 10: 0 Provisions - - - - - - - - - 1: 2: 11 Salt - - - - - - - - - - - - 1: 6 Red Coates 3 Sutes - - - - - - 5: 11: 3 Indian Silk - - - - - - - - - 3: 1½ Arrack Batavin - - - - - - - 2: 17: 0 Romalls - - - - - - - - - - 3: 15: 10½ Sugar - - - - - - - - - - - 4: 19: 4 Rice - - - - - - - - - - - 2: 5: 10 Linnen good - - - - - - - - 5: 3: 0 Tea - - - - - - - - - - - - 4: 5: 0 Timber and deale - - - - - - 1: 5: 0 Brandy. 28 ¾ Gallons - - - - - 11: 7: 0 Linnen from England - - - - - 29: 2: 1½ Oyle 1 ¼ Gallon Rape Oyle - - - 8: 9 Beer 34 ¾ Doz - - - - - - - 25: 13: 9 Butter 24 pound - - - - - - - 1: 4: 0 Cheese 58 pound - - - - - - 2: 18: 0 Pitch and Tarr - - - - - - - 9: - 428: 18: 7¾ Fort and Generall Table Vizt Glass Ware - - - - - - - - - 0: 7: 4 Haberdashery Ware - - - - - - 0: 16: 1 Iron Mongers Ware - - - - - - 0: 11: 3¼ Tinmans Ware - - - - - - - 0: 9: 0 Iron Potts. 1 - - - - - - - - 0: 8: 6 Navvall and Garrison Stores - - - 0: 2: 6 Hosiers Ware - - - - - - - - 2: 16: 10½ Pewterer Ware - - - - - - - 5: 5: 0½ Woollen goods - - - - - - - 0: 5: 9 Cutlary Ware - - - - - - - - 0: 13: 0 Tobacco pipes - - - - - - - - 03: 3: 6 Salt - - - - - - - - - - - - 8: 19: 0 Arrack Batavea. 22 ¾ Gall: at 8 - - 0: 12: 6 Wine Cyer - - - - - - - - 1: 2: 0 Sugar - - - - - - - - - - - 5: 2: 0 Sugar Candy - - - - - - - - 5: 12: 6 Beer 7 ½ Dozen - - - - - - - 0: 19: 7 Rice - - - - - - - - - - - 0: 18: 9 Oyle 1 ¼ Gallon Rape Oyle - - - 30: 18: 9¼ 30: 18: 9¼ Carried Over - - 30: 18: 9¼ 428: 18: 7¾	Brandy, 28¾ gallons - £11 7s 0d (the implied unit rate of about 7s 11d per gallon is consistent with the published brandy rate of 8s per gallon) Linen from England - £29 2s 1½d Oil, 1¼ gallon rape oil - £0 8s 9d Beer, 34¾ dozen - £25 13s 9d Butter, 24 pound - £1 4s 0d Cheese, 58 pound - £2 18s 0d Pitch and tar - £0 9s 0d Total for inhabitants - £428 18s 7¾d Fort and General Table: Glass ware - £0 7s 4d Haberdashery ware - £0 16s 1d Ironmongers' ware - £0 11s 3¼d Tinmans' ware - £0 9s 0d Iron pots, 1 - £0 8s 6d Naval and garrison stores - £0 2s 6d Hosiers' ware - £2 16s 10½d Pewterers' ware - £5 5s 0½d Woollen goods - £0 5s 9d Cutlery ware - £0 13s 0d Tobacco pipes - £0 3s 6d Salt - £8 19s 0d (entered as such in the original; the figure is internally inconsistent with the small salt figures in other months and the manuscript is unclear at this point) Arrack, Batavia, 22¾ gallons at 8s - £0 12s 6d (entered as such; the published rate of 8s per gallon on this quantity would yield £9 2s 0d, and the manuscript is unclear at this point) Wine cider - £1 2s 0d Sugar - £5 2s 0d Sugar candy - £5 12s 6d Beer, 7½ dozen - £0 19s 7d Rice - £0 18s 9d Oil, 1¼ gallon rape oil - £30 18s 9¼d (entered as such; the figure is internally inconsistent with the small quantity and is plainly the running subtotal of the column rather than the price of the oil, and the manuscript is unclear at this point) Carried over - £30 18s 9¼d, and £428 18s 7¾d on the inhabitants' side **Interpretations** The inhabitants' total at £428 18s 7¾d for the month ending 25 August 1710 represents a return to substantial commercial activity after the very high June and the still higher July, and a continuation of the pattern established once the homeward fleet had brought fresh stocks to the island. Three months in succession have produced inhabitants' figures above £400, and the August total confirms that the busy commercial season was being sustained rather than tailing off. The appearance of tea on the inhabitants' line, at £4 5s 0d, is the first reference to that commodity in these consultations. Tea was an East India Company import of growing importance in this period, and its arrival on the St Helena store shelves marks the spread of the beverage into the wider settler market. The price reflects a small but recognised demand among the inhabitants for a fashionable drink that had until recently been confined to the wealthy in England. The linen from England at £29 2s 1½d on the inhabitants' line is a much larger figure than in any previous month and points to a significant import of English-made linen on a recent ship. Together with the woollen goods at £139 10s 4d, the figure shows that the inhabitants were drawing heavily on European textiles in addition to the Indian Romalls, silk and Surat soap that had been the staples of the textile lines earlier in the year. The composition of the textile lines was shifting, with European cloth gaining a much larger share of the settler purchases. **Speculations** The very large figure for woollen goods, taken together with the substantial linen from England, the smaller red coats line and the steady hosiery, points to the start of the winter clothing season on the island. The southern winter on St Helena is mild but cooler and wetter than the summer, and the August account fits a settler population laying in fresh clothing material in anticipation of the colder months. The pattern is consistent with the seasonal rhythm of the island, in which the major restocking of textiles for winter coincided with the autumn arrival of homeward shipping.

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78	78	£: s: d Brought Over - - - - - - - 30: 18: 9¼ 428: 18: 7¾ Beefe and Suet - - - - - - - 2: 9: - Soap Surratt - - - - - - - - 12: - Pepper - - - - - - - - - - 1: - Blacks Cloathing 1 Sute - - - - 14: - Cheese 18 pound - - - - - - 18: - 35: 12: 9¼ Plantation Vizt Nailes - - - - - - - - - - - 10: 9 Haberdashery Ware - - - - - - 10: - Iron Mongers Ware - - - - - - 2: 13: 10 Tinmans Ware - - - - - - - 1: 2 Pewterers Ware - - - - - - - 1: 3 Woollen goods - - - - - - - 3: 14: - Salt 2 Bushell - - - - - - - 12: - Brasiers Ware - - - - - - - - 2: 0 Blacks Cloathing 3 Sutes - - - - 2: 2: - Rice 6 pound - - - - - - - - 1: 3 Indian Linnen - - - - - - - 1: 16: - Oyle Linced One Gallon - - - - 8: - Arrack Batavia 2 Gallons - - - 16: - 13: 10: 8 Fortifications Vizt. Nailes - - - - - - - - - - - 11: 5 Haberdashery Ware - - - - - - 6: 11 Iron Mongers Ware - - - - - - 17: 5 Unwrought Iron - - - - - - - 3: 8: 6 Woollen goods - - - - - - - 4: 7: 9 Iron Potts. 3 - - - - - - - - 2: 13: 7½ Shoes - - - - - - - - - - - 13: 6 Cutlary Ware - - - - - - - - 6: - Linnen from England - - - - - 14: 3 Blacks Clothing 12 Sutes - - - - 8: 8: - 12 Gallons Arrack - - - - - - 4: 16: - Hatts - - - - - - - - - - - 4: 5 Stockings - - - - - - - - - - 7: 2 Tobaco - - - - - - - - - - 6 Pepes - - - - - - - - - - - 5: - Brandy 12 ½ Gallons - - - - - 5: 4 Sugar 14 pound - - - - - - - 1: 2: 4 Beefe and Suet - - - - - - - 16: - Oyle 2 Gallons Linced - - - - - 1: 3 Rice 6 pound - - - - - - - - 1: 3 45: 19: 10½ Totall - - 524: 2: - Cash Received From the 25.th of July to y:e 25.th of August 3: 16: 3 Jn:o Roberts Edw:d Mashborne W:m Marsden Daniel Griffith Matthew Bazett	Brought over - £30 18s 9¼d, and £428 18s 7¾d on the inhabitants' side Beef and suet - £2 9s 0d Surat soap - £0 12s 0d Pepper - £0 1s 0d Blacks' clothing, 1 suit - £0 14s 0d Cheese, 18 pound - £0 18s 0d Total for Fort and General Table - £35 12s 9¼d Plantation: Nails - £0 10s 9d Haberdashery ware - £0 10s 0d Ironmongers' ware - £2 13s 10d Tinmans' ware - £0 1s 2d Pewterers' ware - £0 1s 3d Woollen goods - £3 14s 0d Salt, 2 bushels - £0 12s 0d Braziers' ware - £0 2s 0d Blacks' clothing, 3 suits - £2 2s 0d Rice, 6 pound - £0 1s 3d Indian linen - £1 16s 0d Linseed oil, 1 gallon - £0 8s 0d Arrack, Batavia, 2 gallons - £0 16s 0d Total for plantation - £13 10s 8d (as entered; the listed line items as preserved produce only about £12 17s 3d, and the manuscript is unclear at this point) Fortifications: Nails - £0 11s 5d Haberdashery ware - £0 6s 11d Ironmongers' ware - £0 17s 5d Unwrought iron - £3 8s 6d Woollen goods - £4 7s 9d Iron pots, 3 - £2 13s 7½d Shoes - £0 13s 6d Cutlery ware - £0 6s 0d Linen from England - £0 14s 3d Blacks' clothing, 12 suits - £8 8s 0d Arrack, 12 gallons - £4 16s 0d Hats - £0 4s 5d Stockings - £0 7s 2d Tobacco - £0 0s 6d Pipes - £0 5s 0d Brandy, 12½ gallons - £0 5s 4d (entered as such; the manuscript is unclear at this point, since the implied unit price is again well below the published rate of 8s per gallon) Sugar, 14 pound - £1 2s 4d (the unit value as recovered from the manuscript implies about 1s 7d per pound, which is high against the inhabitants' rate of 8d per pound) Beef and suet - £0 16s 0d Linseed oil, 2 gallons - £0 1s 3d (entered as such; the inhabitants' line records the same item at higher unit rates and the manuscript is unclear at this point) Rice, 6 pound - £0 1s 3d Total for fortifications - £45 19s 10½d (as entered) Sum total - £524 2s 0d Cash received from 25 July 1710 to 25 August 1710 - £3 16s 3d John Roberts Edward Mashborne William Marsden Daniel Griffith Matthew Bazett **Interpretations** The grand total of £524 2s 0d for the month ending 25 August 1710 is broken down as £428 18s 7¾d for the inhabitants, £35 12s 9¼d for the Fort and General Table, £13 10s 8d for the plantation and £45 19s 10½d for the fortifications. The strong continuation of inhabitants' purchasing and the recovery of the fortifications account together describe a station settling into its full working rhythm at the height of the trading and building year. The very small cash received total of £3 16s 3d for the month, set against a grand sales total of £524 2s 0d, illustrates how little of the store's trade was settled in cash. The cash figure represents about 0.7 per cent of the recorded sales, which means that more than ninety-nine pounds of every hundred pounds of goods issued by the store passed through the books as credit. The settlers and the institutional accounts both ran on a system of ledger entry against future settlement, with very little actual money changing hands at the counter. The cash line records the residue of small purchases by persons without store credit, by visiting ships' crews paying for incidental items, or by occasional cash settlements of long-standing balances. The reliance on credit rather than cash explains the central importance of the store books in the local administration. The store books were not merely a record of sales but a working currency of the island, against which fines, costs, rents and even wages were entered. The Council's decision in the consultation of 15 August 1710 to require cash payment for litigation costs, in default of which the Marshal would distrain

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			even the clothes from a defaulter's back, takes its proper context from the figures of this monthly account. In a community where less than one per cent of trade moved in cash, the demand for cash settlement of court costs was a profound deviation from normal practice, and would have caused real hardship to any litigant. **Speculations** The remarkably small cash receipts of the month, at £3 16s 3d against more than £524 0s 0d in sales, point to a settler economy operating almost entirely on credit. The implication is that the Company was the dominant creditor on the island, with virtually every working settler running a substantial debt against the store. The recent fierce rule on litigation costs, requiring cash payment on pain of distraint and corporal punishment, would in practice have applied to a population that did not handle cash at all in ordinary life. The deterrent effect of the rule was therefore largely complete in itself, since the requirement to find cash on demand was effectively impossible for most settlers and the threat of distraint or labour on the fortifications would fall on virtually every litigant who lost a case. The Council had created a rule that almost guaranteed the conclusion of vexatious litigation simply by closing off the credit mechanism through which it had previously been funded.
79	79	Island St: Helena. At a Court of Orphans held on Mon- day the. 25.th September. 1710. At the United Castle in James Valley. Pres. Jn:o Roberts Esq:r Governour Edw: Mashborne Dep:ty Governour W:m Marsden. 3.d in Councill Daniel Griffith. 4.th in Councill Mathew Bazett. 5.th in Councill The first thing that came under Consideration this day was the Exami- nation of Jonathan Beals Orphans Affairs, the Government being Executors and According to the Declaration of the. 30.th August Last Severall persons were Summoned and Appeared this day, and Examined, In Order to give Us a true Light of all Matters Relating to them, and their Concerns, which Lay So Long Confused and Neglected. And Forasmuch as a House in the Countrey was pulled down by Order of Councell bearing date the. 23. September 1701. and the Matte- rialls Exposed to a publick Outcry and the Money to be Conver[t]ed Into Cattle for the good of the Orphans, but their is No Account given in any of the Consultations of the payments of the Money, it was Sold for, Nor was that Money Ever Converted to their Use in Cattle, and M:r Alexander being at that time Clark of the Councill was Examined about it Last Councill day, Who Replyed he knew Nothing of it, but Believed M:r Hoskison had Received it, as he doth, because he was to have all their Estate, and upon perusall of Consultations Cannot finde that Hoskison had any thing to do with the Money, but only with their Land and Cattle, So that the Money it Self brings or Sold, for, is Sunk, which was Appraised by Two Able Carpenters at. 73: 10. Just before the house was pulld down as by the Consultation of the. 30. July. 1701. doth Appear. Therefore proceeded to Examineing of Witnesses. M:r Carne Sworne Saith that Governor Poirier told him he had Ordered M:r Alexander then Clark of the Councill to Receive the Money that Beales Children house was Sold for, which the Governour Said was Sold for Neare. 70: upon whic[h] M:r Carne Answer'd it was very hard, that it Should be pulled down Since his Wife was Next Heyress, the Governour Said it was done in Councill where Cap:tn Goodwin [h]is Friend was present. Then M:r Carne was Askt if he bought any of the Tember of the House, he Answered No, being pulled down and Sold, when he was Off the Island, that this Discourse happened between him and the	Island St Helena At a Court of Orphans held on Monday 25 September 1710 at the United Castle in James Valley. Present: John Roberts Esq, Governor Edward Mashborne, Deputy Governor William Marsden, third in Council Daniel Griffith, fourth in Council Mathew Bazett, fifth in Council The first matter taken up by the court was the examination of the affairs of the orphans of Jonathan Beal, of whom the government stood as executor. In accordance with the public notice of 30 August 1710 several persons had been summoned and appeared this day. The court examined them in order to obtain a true account of matters relating to the children and their property, which had lain confused and neglected for a long time. A house in the country had been pulled down by order of Council dated 23 September 1701. The materials had been sold at public outcry, and the money had been intended to be converted into cattle for the benefit of the orphans. The consultations contained no record of the receipt of the money for which the materials had been sold, nor had the proceeds ever been turned into cattle for the children's use. Mr Alexander, who had been Clerk of the Council at the time, had been examined on this point at the previous council day. He had replied that he knew nothing of the money but believed that Mr Hoskison had received it, since Hoskison was to have charge of the whole estate of the children. On further examination of the consultation records, the court could find no entry showing that Hoskison had ever had any dealing with the cash, only with the land and the cattle. The money for which the materials had been sold was therefore lost. The house had been appraised by two able carpenters at £73 10s 0d immediately before it was taken down, as recorded in the consultation of 30 July 1701. The court proceeded to the examination of witnesses. Mr Carne, sworn, deposed that Governor Poirier had told him he had directed Mr Alexander, then Clerk of the Council, to receive the money for which the Beal children's house had been sold. The Governor had said the house had been sold for nearly £70 0s 0d. Mr Carne had replied that it was very hard for the house to have been pulled down, since his own wife was the next heir. The Governor had answered that the matter had been

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		Governour upon his Return, which was in the Year 1703. and that he bought of the Children £: s: d 1 Heyfer - - - - - - - - 2: 10: 0 Beese - - - - - - - - - 2: 5: 0 which Sum he paid to George Hoskison. And the Rent of a House of the Childrens in this Valley.	decided in Council, at which Captain Goodwin, Mr Carne's friend, had been present. Mr Carne was then asked whether he had bought any of the timber of the house. He answered that he had not, since the house had been taken down and sold while he was off the island. This conversation had taken place on his return to St Helena in 1703. Mr Carne further stated that he had bought from the children: 1 heifer - £2 10s 0d beasts - £2 5s 0d He had paid the total to George Hoskison. He had also paid the rent of a house belonging to the children in this valley. **Interpretations** The Orphans' Court sat under the authority of the same Governor and Council that had ordered the public notice on 30 August 1710. The court did not require a separate commission, and the same five members who attended ordinary consultations constituted the court when sitting in this capacity. The change of name marked the change of function rather than a different composition of the body. By describing itself as a Court of Orphans, the Council signalled that the proceedings of the day were to be treated as a formal judicial inquiry into the management of minors' estates. The position of the government as executor of Jonathan Beal's estate is a significant institutional fact. Where a deceased person left no surviving competent executor, or where the named executors had refused or were unable to act, the office passed by default to the local authority, which on St Helena meant the Governor and Council. The arrangement gave the Council direct fiduciary responsibility for the property of the children, and any failure of management fell to the Council itself rather than to private trustees. The court was therefore examining its own institutional record as well as the conduct of its officers. The conflict in the testimony between Mr Alexander and Mr Carne is the central evidential difficulty of the case. Alexander, who as Clerk of the Council in 1701 would have been the obvious recipient of cash from a public sale, denied any knowledge of the money and pointed to Hoskison as the recipient. Carne reported that Governor Poirier had named Alexander as the recipient. The consultation records supported Carne, since they showed that Hoskison's involvement had been confined to the land and cattle of the estate, not the cash from the demolition. The Council was therefore being asked to decide between the recorded testimony of its own former Clerk and the consistent contemporary account given by a witness on oath. **Speculations** The conduct of Alexander as Clerk of the Council in 1701 is the central question raised by the testimony. If Governor Poirier had directed him to receive the proceeds and he denied any knowledge of the money in 1710, two explanations are available. Either the Governor's account to Carne in 1703 was mistaken and Alexander had never been asked to receive the cash, or the Clerk had indeed received the cash and was now concealing his role in its disappearance. The consultation records support the second explanation, since the books did not show any other person handling the cash, and a Clerk in his position would have been the only officer routinely tasked with the receipt of public outcry proceeds. The court was working towards a finding that the loss of the £70 0s 0d was attributable to Alexander, but the evidence as recorded so far stopped short of a direct accusation.
80	80	Henry Francis Examined Saith, that he had Eleven head of their Cattle delivered him, which he was to keep for One Year, the Stock	Henry Francis, examined, said that eleven head of cattle belonging to the children had been delivered to him to keep for one year. During that year the stock had increased to nineteen head. He had bought no timber at

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		Increasing to Nineteen head that Year, and that he bought no Tember at the Out Cry and has no Other Accounts with the Orphans, but for their Maintenance. A Demand was made of him, of a black Wench, Called Mallay which was delivered to him the. 14.th June. 1700. as appears by Consultation to tend upon the Children, which he Said was None of theirs but his, and produced a Letter from England, from Ephra Moore dated. 21.st December. 1702. to whom the Slave belonged, which She gave to his Father in Law M:r Edmunds, and by his Mother Edmunds will, was given to the Said Henry Francis, and the Letter Appearing to Us to be Genuine, and her hand well known here. Wherefore it Appears to Us that the Said Black Woman belongs to Henry Francis. There was a Receipt brought from under John Alexanders hand £: s: d given to Thomas Harper for boards bought at the Out Cry of the house of Beals Orphans for the Sum of - - - - - - - - - - 5: 14: 0 Charles Hayward Saith he bought boards at the Out Cry for the Sum of - - - - - - - - - - - - - - - - 5: 1: 0 which he paid to John Alexander. Gabriell Powell Examined Saith he bought the Chemney for. 9: or. 11. which he paid to John Alexander - - - - - - - 11: 0 Joshua Johnson Examined Saith he bought a Girder Joice, and door, for which he paid John Alexander - - - - 2: 14: 6 Robert Addis Examined Saith he bought boards, 1 Door, 1 Crof Gerder for which he paid to John Alexander - - - 16: 6 Wedow Fowntaines Examined Saith her Husband bought a Floor, partition, and Cross Gerder, and pair'd a Stairs, but Cant tell who he paied the Money to, it was in Store Credett, but to whose Account knows not Believes to be about Five pound - - - - - 5: - Wedow Esthope Examined Saith her Husband bought a Girder, and Joice, and paid the Money to John Alexander as by Receipt from under his hand appears - - - - - - - - - 2: 12: 0 Henry Coles Examined Saith he bought a Window Shooter and Door, for. 5. which was Allowed for Out Crying the goods - - 6: 0 Jonathan Doveton Examined Saith he bought Some Old Slabs which he paid for to John Alexander - - - - - - - 3: 6 Richard Swallow Sen:r Examined Saith that his predecessor John Greentree bought 1 Girder Some ground Joice, Rafters, and Glass, which he paid John Alexander, for - - - - - - 4: 11: 6 John Cole Examined Saith he bought Some Old Boards which he paid John Alexander for - - - - - - - - - - - 2: - John Bagley Examined Saith he had the Wendows allowed him by John Alexander, and Henry Coles for takeing the House down - - - - - - - - - - - - - - - - 5: -	the outcry and had no other accounts with the orphans except for their maintenance. A demand was made of him for a black woman called Mallay, who had been delivered to him on 14 June 1700, as appeared by consultation, to attend upon the children. Francis answered that she was not the children's slave but his own, and produced a letter from England written by Ephra Moore and dated 21 December 1702. The slave had belonged to Moore, who had given her to his father-in-law Mr Edmunds, and by the will of his mother-in-law Edmunds the slave had passed to Francis himself. The letter appeared to be genuine and the writer's hand was well known on the island. It appeared therefore that the black woman belonged to Henry Francis. A receipt under the hand of John Alexander was produced, given to Thomas Harper for boards bought at the outcry of the Beal orphans' house, for the sum of £5 14s 0d. Charles Hayward stated that he had bought boards at the outcry for £5 1s 0d, and had paid the money to John Alexander. Gabriel Powell, examined, said he had bought the chimney for 9s or 11s, which he had paid to John Alexander - £0 11s 0d. Joshua Johnson, examined, said he had bought a girder, joist and door, for which he had paid John Alexander - £2 14s 6d. Robert Addis, examined, said he had bought boards, one door and a cross girder, for which he had paid John Alexander - £0 16s 6d. Widow Fountaine, examined, said her husband had bought a floor, partition and cross girder, and had pared down a stair. She could not tell to whom her husband had paid the money. The transaction had been entered in store credit, but to whose account she did not know. She believed the sum to have been about £5 0s 0d. Widow Easthope, examined, said her husband had bought a girder and joist and had paid the money to John Alexander, as a receipt under his hand showed - £2 12s 0d. Henry Coles, examined, said he had bought a window shutter and door for 5s, which was allowed to him for outcrying the goods - £0 6s 0d (the manuscript records both an itemised price of 5s and a totalled figure of £0 6s 0d, and the manuscript is unclear at this point). Jonathan Doveton, examined, said he had bought some old slabs, which he had paid to John Alexander - £0 3s 6d. Richard Swallow senior, examined, said that his predecessor John Greentree had bought one girder, some ground joist, rafters and glass, which Greentree had paid to John Alexander - £4 11s 6d. John Cole, examined, said he had bought some old boards, which he had paid to John Alexander - £0 2s 0d. John Bagley, examined, said the windows had been allowed to him by John Alexander and Henry Coles in payment for taking the house down - £0 5s 0d. **Interpretations** The eleven head of cattle delivered to Henry Francis, with their increase to nineteen head over the year, illustrate how the orphans' livestock was farmed out to working settlers on a keeping arrangement rather than retained under direct estate management. The keeper would feed and care for the cattle, would benefit from their labour in some cases, and would account for the original stock and any progeny back to the estate at the end of the term. The growth from eleven to nineteen head, an increase of about seventy per cent in one year, reflects either a particularly successful season of breeding or the inclusion of new acquisitions alongside the original stock.

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			The dispute over Mallay illustrates how the legal status of an enslaved person could be contested across two estates. The Council had recorded her delivery to Francis to attend upon the Beal children, but Francis now produced a letter and a chain of wills tracing her ownership through Ephra Moore, his father-in-law Mr Edmunds and his mother-in-law Edmunds to himself. The court accepted the documentary chain and found that she belonged to Francis personally. The case shows how slaves passed through wills like any other moveable property, and how the same individual could appear in the records of multiple estates depending on whose perspective the records were kept from. The pattern of payment shows that John Alexander, then Clerk of the Council, was the principal cash collector at the outcry, and that the receipts he issued under his own hand were treated by the buyers as evidence of payment. His denial at the previous council day of any knowledge of the money cannot stand against the consistent testimony of buyers, the production of his own receipts and the matching accounts of multiple witnesses. The court was building a documentary and testimonial case against him by the simple accumulation of independent statements, all pointing to the same conclusion. **Speculations** The fact that Francis was able to produce a clear documentary chain for the ownership of Mallay, while the Council was unable to produce any record of the cash receipts from the outcry, points to a striking asymmetry in record-keeping between private and institutional matters. A private settler had preserved correspondence and wills tracing the descent of a single enslaved woman over a period of years, while the Council's own consultation books contained no entry showing the receipt or disposition of nearly £70 0s 0d of estate cash. The contrast suggests that personal interest was a more reliable preserver of documentary evidence than institutional procedure, at least in the small administrative environment of the island.
81	81	£: s: d Thomas Southen for Edward Bagley Saith he bought Some boards which he paid John Alexander for - - - - 1: 5: 6 Daniel Griffith Saith that his predecessor James Reder bought goods for which he paid John Alexander on Money which he Owns to have Received - - - - - - - - - - - - 3: 1: 0 Then John Alexander was Calld in and Examined as follows. The Governor Asked him were the Money was that Beals Orphans House was Sold for, and by whose Order he Received it. Answer'd he gathered Some by the Governors Order but Cant tell how much, and Can give No Account of the Sums. Then the Governor Asked him if he was at the Out Cry, and who was Clark. Answer'd himself. Then was Asked Again what the whole Sum Amounted to. He Said he Could not tell he had forgott. Then Asked where the Inventory was of the goods Sold and Taken. Replyed Sure they were brought in to the Governour and Councell but Cant tell what is become of it. Then he was Asked what he did with the Money he did Collect. Answer'd he paid it to George Hoskison.	Thomas Southen, on behalf of Edward Bagley, said he had bought some boards, which he had paid John Alexander for - £1 5s 6d. Daniel Griffith said that his predecessor James Reder had bought goods at the outcry, which Reder had paid for to John Alexander in money, the receipt of which Alexander owned - £3 1s 0d. John Alexander was then called in and examined as follows. The Governor asked him where the money was for which the Beal orphans' house had been sold, and by whose order he had received it. He answered that he had gathered some of the money by the Governor's order, but could not say how much, and could give no account of the sums. The Governor then asked whether he had been present at the outcry, and who had served as Clerk. He answered that he himself had served as Clerk. He was then asked what the whole sum had amounted to. He said he could not tell. He had forgotten. He was then asked where the inventory was of the goods sold and taken. He replied that the inventory had certainly been brought in to the Governor and Council, but he could not say what had become of it. He was then asked what he had done with the money he had collected. He answered that he had paid it to George Hoskison. He was then asked by whose order he had paid the money to George Hoskison.

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		Then he was Asked by whose Order he paid the Money to George Hoskison. Answer'd he Believes by the Governour and Councill Order. It was Replyed that their was No Such Order in Councill, and he being Clark knew that very well. Then it was Asked him if he had a Receipt from George Hoskison for what Money he paid him. Answer'd he had None, but that he Borrowed Forty Four pound of George Hoskison of the same Money for which he paid him Interest, four Year, which made the prencipale before the bond was Canceled 57: 13: He was then Asked were the Account was of that Sale. Answer'd he did but Just take a Runing Account, and Could not tell what is become of it. Neither Can he tell whether it be all Collected, or No, for he was but a Fortnight about it. He was told We had Receipts from under his hand to prove Otherwise. It appears to Us, that this House was Ordered to be pulld down, and Exposed to Sale, being first Appraised to 73: 10: and by the Oath of M:r Carne it Appears that the House was Sold for Near. 70 pound as the Governour told him, and that John Alexander was to Collect the Money. It Appears by M:r Cole the Cryer, that he did Write and keep an Account at the Out Cry.	He answered that he believed it had been by the order of the Governor and Council. The Council replied that there was no such order in council, and that as Clerk he knew that very well. He was then asked whether he had a receipt from George Hoskison for the money he had paid him. He answered that he had no receipt, but that he had borrowed £44 0s 0d of George Hoskison out of the same money, on which he had paid interest for four years. The principal sum, before the bond was cancelled, had risen to £57 13s 0d. He was then asked where the account of the sale was. He answered that he had only taken a running account, and could not say what had become of it. He could not tell whether all the money had been collected or not, since he had been only a fortnight about it. He was told that the Council held receipts under his own hand that proved otherwise. It appeared to the Council that the house had been ordered pulled down and exposed to sale, after being first appraised at £73 10s 0d. By the oath of Mr Carne it appeared that the house had been sold for nearly £70 0s 0d, as the Governor had told him, and that John Alexander had been the appointed collector of the money. It appeared from the testimony of Mr Cole, the crier, that an account of the outcry had been written down and kept. **Interpretations** The formal examination of John Alexander by the Governor, with the responses recorded in question-and-answer form, is a court interrogation rather than an ordinary council interview. The pattern of short, direct questions answered by Alexander with admissions of ignorance, forgetting, or inability to account, is the standard form in which an examining magistrate or court might record an obstructive deposition. The clerk preserved both the questions and the answers, which preserved the evidential value of the examination for any later proceedings, whether in London or before a successor council on the island. The substantive admissions Alexander made in his answers were highly damaging to his position. He confirmed that he had personally served as Clerk at the outcry, that he had collected the money, that he had borrowed £44 0s 0d of the same money from George Hoskison and that he had paid interest on the loan for four years. The interest payments alone meant that he had treated the orphans' money as his own working capital over an extended period, and that any later repayment had been made on a bond that he had cancelled. The bond was cancelled at a final principal sum of £57 13s 0d, which records that the loan had grown rather than diminished over the term. The Governor's question to Alexander on whose order he had paid the money to Hoskison was the most damaging exchange of the examination. Alexander's answer, that he believed it to have been on the order of the Governor and Council, was directly contradicted by the consultation records, which contained no such order. As Clerk of the Council at the time, Alexander was uniquely placed to know what the Council had and had not ordered, since the records he had kept himself would have shown any such direction. His attempt to shelter behind a non-existent council order, when he above all people would have known of its absence, exposed the deliberate character of the explanation. **Speculations** The clear evidential pattern emerging from the day's testimony is that Alexander received approximately £70 0s 0d in proceeds at the outcry, borrowed £44 0s 0d from Hoskison out of that money,

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			used the cash for his own purposes and discharged the loan to Hoskison personally over the following years. The orphans' estate, which had supplied the original capital, received nothing. The conversion of the children's inheritance into a private loan facility between two officers of the Council represents a serious breach of fiduciary duty by Alexander and a corresponding question over Hoskison's role in accepting the borrowing.
82	82	It appears by his Own Receipts, from under his hand Writing that he did Collect Severall Sums of Money about two Years After the Sale of the Said House, which Money had it been Applyed as by Order of Councill for buying of Cattle for their Use, they would have been well to pass in the World, whereas they are Now almost Ruind. And as this Business Interferrs with George Hoskisons Accounts In which he Says their is due for a House Sold in the Countrey 51: 0: 9 It is Ordered. That the Said John Alexander Stands Charged with 22: 9: 3 to make up the full Sum of. 73: 10. as the House was Appraised at, before it was puld down, with the Customary Interest of the Island for the Same, and that prosecution against the Said John Alexander be Deferr'd till the. 25.th of March. 1711. Unless he pay the Said Sum, with Interest before, Or bring in good proofe and Vouchers, for the true and Just Sale of that house. For in that time it may be Supposed the Said George Hoskison may Arrive here. Gainer French was Called In and Examined to what he knew about the Orphans Affairs. Answer'd he Rented the Purly bed in the Year. 1702. at 30:s p:r Annum, which he paid to George Hoskison for the Orphans Use. Martin Norman Soldier Saith he Rented the Purly bed at. 30:s p:r Annum for four Years, which Money he paid to Geo: Hoskison. John Nicholls Sen:r being Examined Saith that George Hoskison Delivered him. 6 Cows, and. 6 Calves (belonging to Beals Orphans) to keep for their Milk, 2 Cows broke their Necks, and Severall Dyed, which he gave George Hoskison an Account off from time to time, and M:r Hoskison Sold two Bulls, and another Beast killed, The whole Increase being 15. Head which he Delivered to M:r Francis, who has the Trustees of the Orphans, and One Bull Remains by him. Elizabeth the Wife of Robert Marsh Says that she had 8 head of Cattle from George Hoskison (belonging to Beals Orphans) which she was to look after, for the Milk, which She Delivered as followeth. 2. to John Nicholls Senior 4 to Gainer French 2 to Humphry Edwards and that her Son John Killed a Bull for Cap:tn Lashley, and a Heifer M:r Carne had both by Hoskisons Order. Robert Swallow Examined Saith he had One Cow and One Calfe	It appeared from John Alexander's own receipts, written in his own hand, that he had collected several sums of money for about two years after the sale of the house. Had that money been applied as the order of Council had directed, to the purchase of cattle for the orphans' use, the children would now have been comfortable in the world. As it was, they were almost ruined. The matter also touched George Hoskison's accounts, in which Hoskison stated that there was due for a house sold in the country the sum of £51 0s 9d. It was ordered that John Alexander stand charged with £22 9s 3d, to make up the full sum of £73 10s 0d at which the house had been appraised before it was pulled down, with the customary interest of the island on the same. Prosecution against Alexander was to be deferred until 25 March 1711, unless he paid the sum with interest before then, or brought in good proof and vouchers for the true and just sale of the house. By that date it was expected that George Hoskison might have arrived back on the island. Gainer French was called in and examined as to what he knew of the orphans' affairs. He answered that he had rented the purly bed in the year 1702 at 30s 0d per annum, which he had paid to George Hoskison for the use of the orphans. Martin Norman, soldier, said he had rented the purly bed at 30s 0d per annum for four years, paying the money to George Hoskison. John Nicholls senior, examined, said that George Hoskison had delivered to him six cows and six calves belonging to the Beal orphans, to keep for their milk. Two of the cows had broken their necks and several had died, all of which he had reported to Hoskison from time to time. Mr Hoskison had sold two bulls, and another beast had been killed. The whole increase had been fifteen head, which Nicholls had delivered to Mr Francis, the trustee of the orphans. One bull remained with him. Elizabeth, wife of Robert Marsh, said she had received eight head of cattle from George Hoskison, belonging to the Beal orphans, which she was to look after for the milk. She had delivered them as follows: two to John Nicholls senior, four to Gainer French and two to Humphrey Edwards. Her son John had killed a bull for Captain Lashley, and Mr Carne had a heifer, both by Hoskison's order. Robert Swallow, examined, said he had received one cow and one calf from George Hoskison, belonging to the Beal orphans. The cow had fallen down and broken her neck, and the calf had died. Thomas Burnam, examined, said he held one cow, one calf and one heifer of the Beal orphans in his pasture. He had received them from George Hoskison and kept them for the milk. One calf had died. After the depositions. **Interpretations** The Council's order against Alexander charged him with £22 9s 3d to make up the full appraised value of £73 10s 0d, after crediting the £51 0s 9d that Hoskison had separately admitted as due. The arithmetic shows how the Council resolved a complicated case by parcelling out the loss between the two former officers in proportion to what each had admitted or could be

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		from George Hoskison (Belonging to Beals Orphans) which fell down and broke her Neck, and the Calfe Dyed. Thomas Burnam Examined Saith he has. 1 Cow 1 Calfe 1 Heifer of Beales Orphans that goes in his pasture, which he had from George Hoskison, which he keeps for the Milk, and 1 Calfe Dyed. After the Depositions.	shown to have handled. Alexander's portion was the gap between Hoskison's acknowledged liability and the appraised value of the original house, and by attaching the customary interest of the island the Council sought to ensure that the orphans would receive not only the principal but also the time-value of the funds they had been denied for nearly a decade. The customary interest of the island operated as a settled rate, distinct from the discretionary commercial interest of seven per cent that Alexander had paid on his private loan from Hoskison. By applying the customary rate to the orphans' claim, the Council treated the debt as a matter of legal entitlement rather than as a private transaction, and gave it the formal character of an institutional obligation. The use of a customary rate also avoided any argument about whether the orphans should have benefited from a commercial or charitable rate of return. The deferral of prosecution until 25 March 1711 created a six-month window for Alexander to settle the matter privately, either by payment or by producing acceptable vouchers. The date is also the last day of the old calendar year, after which new accounts would have opened, which made it a natural close date for the matter. The Council's expectation that Hoskison might have returned to the island by then suggests that some of the questions remaining on his side could not be settled without his presence, and that the postponement of Alexander's prosecution was intended in part to keep both cases moving forward together. Alexander was nonetheless free to clear himself in advance by payment, which gave him an immediate incentive to find the cash. **Speculations** The Council's careful framing of the order against Alexander, with a six-month window before prosecution and an explicit invitation to produce vouchers, leaves open the possibility of a final settlement without trial. The deferral suggests that the Council preferred a quiet financial resolution to a public criminal prosecution, since the latter would have required a more elaborate process and would have exposed the failures of council oversight to a wider audience. The hope that Hoskison might return by 25 March 1711 also points to an expectation of a more general accounting at that future date, perhaps with both former officers settling their respective liabilities in the same proceeding.
83	83	It was Ordered. That all the Accounts of George Hoskison from the Year. 1702. to this day be Examined into. George Hoskison D:r to Beals Orpheans Contra C:r £: s: d To Account of Rent for. 6 years of the Purrly bed at 30:s p:r year - - - 9: 0: 0 p Store Credit in the year 1702. To Revenues for. 60 acres and 7. 1708. as it Appears in the £ s d head of Cattle which are put to the Store books - - - - - 11: 0: 0 Orpheans Account, but be in'd in his Bargaine to pay himself - - - - - 3: 7: 0 p Ditto 1708 in Store Credit 16: 7: 0 To Ditto for y:e Year. 1703. for. 60. acres of Land - - - - - - - - - - 3: 0: 0 To Ditto for y:e Year. 1704. for. 60 Acres of Land - - - - - - - - - 3: 0: 0 To Ditto for y:e Year. 1705. for 60 Acres of Land - - - - - - - - - 3: 0: 0 To D:o for the Year. 1706. for. 21. head of Cattle - - - - - - - - - 1: 1: 0 To D:o for the Year. 1707. for. 29.	It was ordered that all the accounts of George Hoskison from 1702 to the present day be examined. The account of George Hoskison, debtor to the Beal orphans, contra credit: On the debit side, against Hoskison: To account of rent for six years of the purly bed at 30s 0d per year - £9 0s 0d. To revenues for sixty acres and seven head of cattle, which were put to the orphans' account in the year 1702, but were included in his bargain to pay himself - £3 7s 0d. To the like for the year 1703, for sixty acres of land - £3 0s 0d. To the like for the year 1704, for sixty acres of land - £3 0s 0d. To the like for the year 1705, for sixty acres of land - £3 0s 0d. To the like for the year 1706, for twenty-one head of cattle - £1 1s 0d. To the like for the year 1707, for twenty-nine head of cattle - £1 9s 0d. To the like for the year 1708, for sixty acres of land and fourteen head of cattle - £3 14s 0d. To nine head of cattle sold of the children's between 1702 and 1706 - £35 7s 0d.

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		head of Cattle - - - - - - - - - 1: 9: 0 To Ditto for y:e Year. 1708 for. 60 Acres of Land & 14 head of Cattle - 3: 14: 0 To 9 head of Cattle Sold of the Childrens from 1702. to 1706. - - 35: 7: 0 To. 1 Bull Killd by John Longly his ord:r & Sold to Cap:tn Lashley. 7: 3 To Heifer Sold to M:r Carne 2: 10: 0 Ditto for Beefe - - - - - 2: 1: 6 4: 11: 6 To 74 Tember Trees Vallued by M:r Carne & John Bagley Carpen:r at. 24. Each - - - - - - - - - 88: 16: 0 Error. To an Error of Nineteen pound Said to be paid to M:r Francis - - - 19: 0: 0 To Wood Destroyd by Hewmphry [sic] Edwards through your Order to make a Plantation To Damage done to Beals Or- phans Land for not being fenc'd in, and laied Comon for 7 years Contrary to his Agreement To the Charge of Fencing the dame Not Determined till tis fenced To Rent Recceved [sic] of Gabriell Powell for 15 acres of Land - 1: 0: 0 To. 6 head of Cattle that Deed [sic] through poverty, for want of being Kept in there pasture as p:r his Contract Appears Due for p:r part of a house Sold in 51: 0: 9 the Countrey To Interest for s:d Sum at the Customary Interest for. 7 years.	To one bull killed by the order of John Longly and sold to Captain Lashley - £0 7s 3d. To one heifer sold to Mr Carne at £2 10s 0d, and for beef at £2 1s 6d, together £4 11s 6d. To seventy-four timber trees, valued by Mr Carne and John Bagley, carpenter, at 24s each - £88 16s 0d. Error: to an error of nineteen pounds said to have been paid to Mr Francis - £19 0s 0d. To wood destroyed by Humphrey Edwards by Hoskison's order to make a plantation - (no sum entered). To damage done to the Beal orphans' land for not having been fenced in and lying common for seven years, contrary to his agreement - (no sum entered). To the charge of fencing the same, not determined until the work is done - (no sum entered). To rent received of Gabriel Powell for fifteen acres of land - £1 0s 0d. To six head of cattle that died through poverty, for want of being kept in their pasture as his contract required - (no sum entered). Due for the part of a house sold in the country - £51 0s 9d. To interest on the said sum at the customary interest of the island for seven years - (no sum entered). On the credit side, in Hoskison's favour: By store credit in the year 1708, as it appears in the store books - £11 0s 0d. By the like in 1708 in store credit - £16 7s 0d. **Interpretations** The Council ordered the formal audit of Hoskison's accounts from 1702 to the present day, which was effectively the full term of his trusteeship of the Beal orphans' estate. The order placed the institutional weight of the Council behind a structured reconstruction of nine years of estate management, and the account that followed was the working draft of that audit. The form of the document, with debits in two columns on the left and credits on the right, follows standard merchant book-keeping practice and was the standard means by which a trustee's stewardship could be reduced to a single net figure. The largest single entry on the account is the seventy-four timber trees valued at 24s each, totalling £88 16s 0d. The trees had been valued by Mr Carne and the carpenter John Bagley, which gives the valuation the same evidential weight as the earlier carpenter's appraisal of the country house at £73 10s 0d. The presence of so substantial a sum, larger than the value of the demolished house itself, suggests that Hoskison had drawn heavily on the standing timber of the estate during his term, and the Council was charging him with the full appraised value of the trees as part of the audit. The error entry of £19 0s 0d said to have been paid to Mr Francis is a particularly revealing line. The phrasing indicates that the payment was either disputed by Francis or could not be verified, and that the Council was treating it as an unresolved item to be charged to Hoskison until proof was produced. The classification under "error" rather than as a straightforward debit allows for resolution if the payment can be substantiated, while preserving the charge against Hoskison in the interim. **Speculations** The scale of the unaccounted estate value emerging from the audit is striking against the modest sums originally at stake. A country house appraised at £73 10s 0d, supplemented by cattle, land rentals and standing timber, had grown over nine years into a claim of well over £200 0s 0d against Hoskison alone, with further sums against Alexander and unquantified items still to come. The Beal orphans, if every recoverable sum could in fact be recovered, would emerge from the audit with a substantial accumulated inheritance. The remark

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			earlier in the consultation that the children were almost ruined therefore reflects not the original modest scale of their inheritance but the consequence of nearly a decade of mismanagement, during which what should have been a working estate had been allowed to dissipate into the private accounts of its trustees.
84	84	Henry Francis D:r Contra C:r £: s: d £: s: d To Revenues for a black Wench By Boarding the Children from which was charge to Beals Orphans 0: 10: 0 1700 to 1708 in the Store - - 118: 0: 0 To Credett Received on the Store Account Severall time - - - - 90: 0: 0 By Boarding Ditto. 2 years En- To 3 head of Cattle - - - - - 9: 19: 6 ding March y:e. 25.th 1711 - - 28: 0: 0 Query whether he Received Nineteen Pound of George Hoskison George Carne D:r Contra C:r £: s: d £: s: d To Rent of a house for. 2 Year By Boarding Richard Beale adjoyning to the Store - 6: 0: 0 One year - - - - - - - 3: - To Ditto for the Rent of a house By Store Credit - - - - - 33: 6: 0 adjoyning to his Own for. 2 year 8: 0: 0 36: 6: 0 To Ditto for the hire of Ditto for. 7 Years at 5: p:r Annum 35: 0: 0 To the hire of a parcell of Land One Year - - - - - 1: 0: 0 50: 0: 0 Thomas Gurgon D:r Contra C:r £: s: d To the hire of a house Next to the Store house 2 ½ years 10: 0: 0 James Esthope D:r Contra C:r £: s: d To 2 Years Rent of D:o house 8: 0: 0 By Store Credit - - - - - 4: -	The account of Henry Francis, debtor and contra credit: On the debit side: To revenues for a black woman, which were charged to the Beal orphans - £0 10s 0d. To credit received on the store account at several times - £90 0s 0d. To three head of cattle - £9 19s 6d. Query whether he received nineteen pounds of George Hoskison. On the credit side: By boarding the children from 1700 to 1708, in the store - £118 0s 0d. By boarding the same for two years ending 25 March 1711 - £28 0s 0d. The account of George Carne, debtor and contra credit: On the debit side: To rent of a house for two years, adjoining the store - £6 0s 0d. To the like for the rent of a house adjoining his own for two years - £8 0s 0d. To the like for the hire of the same for seven years at £5 0s 0d per annum - £35 0s 0d. To the hire of a parcel of land for one year - £1 0s 0d. Total - £50 0s 0d. On the credit side: By boarding Richard Beal for one year - £3 0s 0d. By store credit - £33 6s 0d. Total - £36 6s 0d. The account of Thomas Gurgon, debtor and contra credit: On the debit side: To the hire of a house next to the storehouse for two and a half years - £10 0s 0d. The account of James Easthope, debtor and contra credit: On the debit side: To two years' rent of the said house - £8 0s 0d. On the credit side: By store credit - £4 0s 0d. **Interpretations** The Francis account is the most substantial of the four reckonings and reveals the dual role he had played in the children's affairs. On the debit side he was charged with £90 0s 0d in store credit received over time, three head of cattle valued at £9 19s 6d and a small charge of 10s 0d for the revenues from the slave Mallay, of whom the Council had already accepted his ownership earlier in the day. On the credit side, his boarding of the children from 1700 to 1708 was valued at £118 0s 0d, with a further £28 0s 0d for two more years ending on 25 March 1711. The total credits of £146 0s 0d substantially exceeded the debits of £100 9s 6d, leaving the estate owing Francis a balance of about £45 0s 0d before the resolution of the disputed £19 0s 0d from Hoskison. The standardisation of rental rates at £3 0s 0d, £4 0s 0d and £5 0s 0d per year for different categories of property gives a working scale of urban or near-urban house rents on the island in this period. By comparison, the agricultural rental rate of one shilling per acre per annum from the Hoskison account suggests that improved buildings carried rents very much higher than open land, reflecting the limited supply of habitable structures in the small settlement.

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			The query against Francis as to whether he had received the £19 0s 0d from Hoskison is the same disputed payment that appeared on the Hoskison account as an "error" entered against Hoskison's debit. The Council was carrying the disputed sum on both accounts pending resolution, charging it provisionally against Hoskison while questioning Francis on whether it had ever reached him. The dual entry shows the Council's care to ensure that the sum would be accounted for whichever way the question was eventually answered. **Speculations** The substantial Carne account, with its multiple rental obligations totalling £50 0s 0d, places him in the position of a significant tenant of the children's property even as his wife stood as next heir. The conflict of interest is striking and may explain the carefully balanced statement in his earlier deposition. He had been opposed to the demolition of the country house because his wife stood to inherit it, but he had himself rented other estate properties in the years since. The Council was now requiring him to settle his net debt of about £13 14s 0d to the estate of which his wife was the next heir, which produced the unusual situation of a tenant paying rent to a household whose principal beneficiary would in time become his own wife.
85	85	Arthur Bradley D:r Contra Cr. £: s: d £: s: d To the hire of D:o house 1 ½ year - 6: 0: 0 p plantation for Yams 4: 0: 0 p Store Credit - - - - 2: 0: 0 6: 0: 0 Gabriell Powell D:r Contra C:r £: s: d To the Rent of. 30 Acres of Land in Dispute. 9 yearr at. 50: p:r Year - - 22: 10: 0 Which Case was Stated to the Lords Proprietors, and Sent home by Governor Poirier in the. 2:d Parragraph of a Letter Dated. 11.th May. 1702. and Again in the 12 Parragraph of a Letter Dated. 6 July. 1708. by Governor Goodwen. At this time the next of Kindred here to the Orphans desired that the Governour would Decide it here, for to waite for a Decision from the Company may be ad Infinitum. Jn:o Roberts Edw:d Mashborne W:m Marsden Daniel Griffith Matthew Bazett	The account of Arthur Bradley, debtor and contra credit: On the debit side: To the hire of the said house for one and a half years - £6 0s 0d. On the credit side: By a plantation for yams - £4 0s 0d. By store credit - £2 0s 0d. Total credit - £6 0s 0d. The account of Gabriel Powell, debtor and contra credit: On the debit side: To the rent of thirty acres of land in dispute, for nine years at 50s 0d per year - £22 10s 0d. This case had been stated to the Lords Proprietors and sent home by Governor Poirier in the second paragraph of a letter dated 11 May 1702, and again in the twelfth paragraph of a letter dated 6 July 1708 by Governor Goodwin. At this point the next of kin of the orphans on the island desired that the Governor would decide the case here, since to wait for a decision from the Company might run on indefinitely. John Roberts Edward Mashborne William Marsden Daniel Griffith Matthew Bazett **Interpretations** The Bradley account closes cleanly at £6 0s 0d on both sides, with the rent debit of £6 0s 0d for eighteen months at the same £4 0s 0d annual rate as the Gurgon and Easthope tenancies, matched by a credit composed of £4 0s 0d for a yam plantation supplied to the estate and £2 0s 0d in store credit. The settlement in kind, with a working food crop balancing more than half of the rent, illustrates how tenants paid their obligations to the estate in goods as readily as in cash. The arrangement was particularly suited to a tenant who held a productive plantation, since he could discharge his rent by transferring yams to the children's account at a notional value. The description of the thirty acres as land "in dispute" signals that the rent itself was contested, probably because title to the land was uncertain. The case had been referred to the Lords Proprietors in London on two separate occasions, in 1702 and in 1708, but no answer had been received from either letter. The Lords Proprietors were the named owners of the East India Company's properties for legal purposes, distinct

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			from the working Court of Directors that handled the daily administration, and their formal decision was needed on questions of title that exceeded the local Council's authority. The next of kin's request that the Governor decide the case on the island marked an important shift in the underlying legal position. The earlier governors had treated the dispute as one for the Lords Proprietors, presumably because of the value of the land and the question of formal title. The next of kin were now asking the local Council to take jurisdiction itself, on the practical ground that further delay would amount to indefinite postponement. The phrase "ad Infinitum" captures the frustration of waiting for instructions that might never come, and reflects the standard difficulty of remote administration where the round trip of correspondence with London could take eighteen months or more. **Speculations** The most striking feature of the audit as it stands is the central position of Henry Francis, whose household had carried the children at a net cost to the estate of about £45 0s 0d on the recorded figures, in marked contrast to the trustees Hoskison and Alexander, who had between them lost over a hundred pounds of the children's cash and assets through neglect and self-dealing. The Council had effectively used the audit to record where the children had been properly served and where they had been failed, and the document that emerged would serve both as a basis for future recovery and as a permanent record of the conduct of the various parties. The next of kin who had pressed for the inquiry had succeeded in producing a comprehensive institutional reckoning of the family's affairs, which had been the practical purpose of the petition that had set the whole process in motion.
86	86	Island St: Helena At a Court of Judicature held on Tues- day the. 26.th day of September. 1710. At the Sessions house In James Valley Near the United Castle. Pres. Jn:o Roberts Esq:r Governour Edw: Mashborne Dep:ty Governor W:m Marsden. 3.d in Councill Daniel Griffith. 4.th in Councill Mathew Bazett. 5.th in Councill Then the Court was Opened According to the Usuall Manner the persons for Jurors are as followeth. 1 Henry Coales Foreman 2 John Nicholls Senior 3 John Coles 4 Richard Gurling 5 James Greentree 6 Joshua Johnson 7 Thomas Gargen 8 Walter Belvard 9 James Draper 10 Benjamen Sich 11 Francis Wraingham 12 Robert Bell Who were all Sworne. Then the following Declaration was read. The Declaration of M:r Daniel Griffith In Behalf of Earles Orphans Plaintiffs Sheweth and Complaineth against James Wilson Gunors Mate, and Charles Hayward Planter, for Defrauding and Detai- ning Two Acres of Land from them as Followeth. That the Defendant James Wilson was Eldest Son Apparent of One Andrew Wilson of the Island planter, Long Since Deceased,	Island St Helena At a Court of Judicature held on Tuesday 26 September 1710 at the Sessions House in James Valley near the United Castle. Present: John Roberts Esq, Governor Edward Mashborne, Deputy Governor William Marsden, third in Council Daniel Griffith, fourth in Council Mathew Bazett, fifth in Council The court was opened in the usual manner. The persons sworn as jurors were as follows. 1. Henry Coales, foreman 2. John Nicholls senior 3. John Coles 4. Richard Gurling 5. James Greentree 6. Joshua Johnson 7. Thomas Gargen 8. Walter Belvard 9. James Draper 10. Benjamen Sich 11. Francis Wraingham 12. Robert Bell The whole panel was sworn. The following declaration was then read. The declaration of Mr Daniel Griffith, on behalf of the Earle orphans, plaintiffs, complaining against James Wilson, gunner's mate, and Charles Hayward, planter, for defrauding and detaining two acres of land from them, as follows. The defendant James Wilson was the eldest apparent son of Andrew Wilson, a planter of the island, long since deceased. He had proved a rebellious and unnatural son and had fallen under his father's displeasure. The father had been forced to expel him from his house some years before his death for his own safety. After that expulsion James Wilson, being hardened rather than humbled, and bent on wickedness,

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		But proving a Rebellious and Unnaturall Son fell under his fathers Displeasure, Insomuch that he was for his Own Securety, forc'd to Expell him his house Some Years before his Death, Whereupon he the Said James Wilson being become rather more hardened then humbled, and being wickedly and Devellishly bent (forgetting the Laws of God and Nature) did among Other his Vellanys Invent, frame, and publish a false feigned and Malitious Scandall and Report of his Father, being then a very Antient Man, as that he Saw him have Carnall Copulation with a Brute Beast, and did Impudently and Falsely Impeach and Accuse him of that most Unnaturall and Capitall Sin of Beuggery, [sic] with Intent to Trouble and Greve him, and to bring him to Shame and Sorrow. That Ever after till his Death he the Said Andrew Wilson the	had forgotten the laws of God and nature. Among his other ill conduct, he had invented and published a false and malicious scandal of his father, who was then a very old man. The scandal alleged that he had seen his father have carnal copulation with a brute beast, and accused him of the capital offence of buggery. The accusation was intended to trouble and grieve the father and to bring him to shame. Ever after, until his death, the said Andrew Wilson the **Interpretations** The Court of Judicature sat as the island's general civil court, distinct from the Court of Orphans that had met the previous day with the same membership. The court used the Sessions House in James Valley near the United Castle, a separate building from the Castle itself, which signalled the judicial rather than the executive character of the proceedings. The change of location reinforced the formal distinction between the Council in council and the Council in court. The declaration was brought in the name of Daniel Griffith on behalf of the Earle orphans. The Earle orphans, distinct from the Beal orphans of the previous day's Court of Orphans, were another group of minor children whose property was being defended in court. The bringing of an action in the name of a third party on behalf of orphans was the standard mechanism by which minors' interests could be litigated, since the children themselves lacked legal capacity. Griffith, the fourth in Council, was acting in his personal rather than his official capacity, presumably as a trustee or guardian of the children's estate. The allegation of buggery by James Wilson against his father is presented as a deliberate falsehood manufactured for the purpose of injuring the father. Buggery was a capital offence under English law in 1710, punishable by death, and a credible accusation could have ended in a public execution and the forfeiture of the accused's property. The narrative therefore charges James Wilson with attempting not only to shame his father but to procure his judicial killing and the seizure of his goods, which would have given a son who had been expelled from the household a route to recover an inheritance he had otherwise lost. The plain reading of the declaration is that the false accusation was a calculated strategy for inheriting by destroying the testator. **Speculations** The conduct of the action through Daniel Griffith as a private plaintiff, rather than through the Council in its institutional capacity as it had acted in the Beal orphans' case, suggests that the Earle orphans had appointed Griffith as their personal representative for the litigation. The arrangement allowed the same individuals who sat on the Council on Monday to appear on Tuesday in different capacities, with Griffith stepping out of his council role to bring the action and the remaining four members sitting in judgement. The structural separation was thin, with all five members of Council remaining seated as judges of an action brought by one of their number, but the formal distinction between Court of Orphans and Court of Judicature preserved the appearance of a proper division of functions. On a small island the same men necessarily performed multiple roles, and the procedural distinctions were the device by which the appearance of impartial process could be maintained.
87	87	Father Could by No Entreatys be persuaded to pass it by, without a publick and Just Resentment. But being Justly provoked as aforesaid did (as a punishment for his	The father could not be persuaded by any entreaty to pass over the matter without a public and just resentment. Being justly provoked as set out above, and as the law allowed him to do, he made his last will and testament in writing. By that will, in the customary form

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		Disobedience and to Deterr Others) By his Last Will and Testament in Writeing (and as by Law he might) Utterly Disinherett and Disclaim him by the Usuall and Comon Words, and Customary way of Cutting him Off with One Shilling, which Importan [sic] Utter and perpetuall barr against him to any Concern in the Inheri- tance, Leaving and bequeathing unto his Only Daughter Martha Wilson then an Infant of the Age of 18 yeart and Unmarryed. 20. Acres of Land, with all and Sengular his goods Cattles, and Chattels to him belongeing or any ways Appertaineing for her Advancement in the World, and the perticellar good and Benefitt of her Issue and posterity and Constituted her Executrix, With this Caution and publick Declaration and Manifes- tation of his Will and pleasure, that the Castaway James Wilson her Brother, Should In No wise Enjoy possess any part, or parcell of his Estate, or partake or Receive any benefit or proffett thereby, But Should Stand Disabled to all Intents and pourposes as if he were Natu- rally Dead. That in Respect to her Tender Years, And to prevent fraud Out of a foresight of what might happen, And for Avoyding any Devices, that might be Endeavoured Contrary to the true Intent and Meaning of his Will, Did Nominate and Appoint Thomas Swallow Senior, and James Rider Overseers, and Guardeans of her, and to have the Rule Governance and Administration off Affairs. That notwithstanding all this Care and foresight to Fence out the Defendant from Inter medling, or being any way Concerned in the Estate, The Said James Wilson takeing Advantage of her Tender years, and Indiscretion, by fraud, Coven, and false Insinuations, Inveighed his Sister, So as to prevaile, and did Surreptitiously, Obtain from her a fraudulent gift, or grant of. 2 Acres part or parcell of the. 20 Acres of Land, without the privity, Consent, or Knowledge of the Overseers afore- said, And the Same did pretend to by Vertue thereof. That Soon after the Said Martha Wilson Marryed one Thomas Earle, whereupon the Defendant James Wilson (notwithstanding the two Acres aforesaid) Egged on, and Ill Advised by wicked Councell, put on his Claim to the whole Estate, as heyr to her Father, and Commenced Suit for the Same, And by Verdict of a Jury of. 12 Men, the Said Martha was declared the true Sold and proper heiress According to the Will, and the Said James Wilson Totally Debarred. That Som after the Said Earle Dyed Leaving. 3 Children the plain- tiffs the Wedow After Marryed Joseph Fox, a Second Husband, who proving Extravagant &c. Enforced her off the Island with him and Joyntly without	of cutting a child off with one shilling, he disinherited and disclaimed his son utterly. The form was a complete and perpetual bar to any claim by the son on the inheritance. He left and bequeathed to his only daughter Martha Wilson, then an unmarried infant of eighteen years, twenty acres of land, together with all his goods, cattle and chattels, for her advancement in the world and the particular benefit of her issue and posterity. He named her executrix. He included a public declaration that his castaway son James Wilson should in no way enjoy or possess any part of his estate, nor receive any benefit or profit from it, but should stand disabled to all intents and purposes as if he were naturally dead. In view of Martha's tender years, and to prevent fraud, the father had foreseen what might happen and had appointed Thomas Swallow senior and James Rider as overseers and guardians of her person and of the administration of her affairs. Despite all this care and foresight to fence the defendant out from intermeddling, James Wilson took advantage of his sister's youth and inexperience. By fraud, collusion and false insinuation he persuaded her, and surreptitiously obtained from her a fraudulent gift or grant of two acres out of the twenty acres of land. The transfer was made without the privity, consent or knowledge of the overseers, and Wilson now claimed those two acres by virtue of the grant. Soon after, Martha Wilson married Thomas Earle. Despite the two acres he had already obtained, James Wilson was egged on by wicked counsel and laid claim to the whole estate as heir to his father. He commenced suit for the same. By the verdict of a jury of twelve men, Martha was declared the sole and proper heir according to the will, and James Wilson was totally debarred. Some time later Thomas Earle died, leaving three children, who are the present plaintiffs. The widow afterwards married one Joseph Fox as her second husband. Fox proved extravagant and compelled her to leave the island with him. Jointly with his wife, and without proper authority, he sold her life interest in the eighteen acres of land, being part of the twenty acres, to one Charles Hayward, planter. The Earle children were left behind on the island as orphans. Hayward entered and took possession of the eight acres, **Interpretations** The "cutting off with one shilling" was the standard English testamentary formula for disinheriting an heir. The technique acknowledged the existence of the disfavoured son so that the will could not be challenged on the ground that he had been overlooked, while reducing his entitlement to a nominal sum that excluded him from any meaningful share. The formula was deliberately public and irrevocable, since to attempt anything less explicit would invite a legal challenge on the basis that the testator had not knowingly excluded the natural heir. The declaration sets out the procedure with technical precision because the validity of the disinheritance was central to the plaintiffs' case. The two acres obtained by James Wilson from Martha by fraud and false insinuation is the property in dispute in the present action. The declaration alleges that the transfer was surreptitious, without the knowledge of the overseers, and was the product of false representations to a young executrix newly come into a large inheritance. The legal theory is that the grant was voidable for fraud, and that the property therefore never passed effectively from Martha to James Wilson, with the consequence that any further transfer by him to Charles Hayward also failed. The remarriage of the widow Earle to Joseph Fox, and the alleged sale by Fox of his wife's life interest in eighteen acres of the twenty acres to Charles Hayward, introduces a separate complication. The legal status of a married woman's property in 1710 was that of a feme

BL Image No.	Document No.	OCR Transcription	Modern Interpretation
		Sold his Wifes terms of Issue in the. 18 Acres of Land, part of the. 20 Acres, to One Charles Hayward planter, and Left the Said Earles Children Orphans behind. That the Said Steward Entered and possessed the Said. 8 Acres,	covert, with her interests vested in her husband during the marriage. Fox, as second husband, would have acquired a life interest in his wife's lands by right of marriage, but the underlying ownership remained in his wife and through her in the children. The declaration alleges that Fox's sale of the wife's interest exceeded his rights and that Hayward's possession was therefore wrongful. **Speculations** The role of Joseph Fox, described as extravagant and as having compelled his wife to leave the island with him, fits a recurring pattern in these consultations in which a second husband acquires control over property that should have descended to the children of the first marriage. The Connoway, Bell and Mudge cases earlier in 1710 had each involved a similar tension between a stepfather's interest in his wife's lands and the underlying claim of her children by an earlier husband, and the Council had repeatedly used institutional mechanisms to protect the children's interest against the husband's economic ambitions. The Earle children's case appears to be a more extreme example of the same problem, in which the protective mechanisms had failed and the stepfather had succeeded in alienating the property.
88	88	Being very Convenient and Contiguous to his Own, having Likewise the Care and Tuition of the Orphans, Yet in breach of his Duty and Trust, by Combination and Confederacy with the Defendant Wilson to Defraud the poor Orphans, have Agreed and Juggled the Matter together, as to get a Deed, Release, or Some Other Conveyance of the Said Wilsons pretended Right, and Title, to the aforesaid. 2. Acres, Leyng and being as is pretended in the very midle and heart of the. 20 Acres to him the Said Steward and his heires for Ever. Though he the Said Steward well knew the whole premises, and Circomstances, of the Matter, as the Occasion, Intent, and Reason of the Will, as the Incapacity, and Disablelty of the Said James Wilson, to Inherit, or have to do, with No Other Intent, or Design having this footing then to Discomode and Annoy the poor Orphans, and in some to Supplant, Undermine, force, and worke them Out of the whole. That Such Like Clandestine Doeings Subtaile [sic] Devices, Covert Contracts, and Alienations of Lands, has been the Confusion of Titles in Generall, and the Ruin of Orphans in Perticular, So that Lands do pass and Repass by way of Legerdemain without any Respect to the Government, or the Laws, and Rules thereof, and the property and Nature of the people So Changed and Altered, So that We do not know, who are Planters, or who are not, or where to Demand the Hon:[b]l[e] Companys Revenues. All which Actings and Doeings of the Said Wilson, and Steward, Are Contrary to Law Equity, and good Conscience, and tend to the Utter Subversion of the Will of the Deceased, and the great Detriment, and prejudice of the Children, and punishable by the Laws of the Island. Wherefore humbly prays Judgment against them &c[a].	The eight acres so possessed were very convenient and contiguous to Hayward's own ground. He held the care and tuition of the orphans, but in breach of his duty and trust he had combined and confederated with the defendant Wilson to defraud the children. The two of them had agreed and juggled the matter together, so as to obtain from Wilson a deed, release or other conveyance of his pretended right and title to the two acres, the same lying in the very middle of the twenty acres, to Hayward and his heirs for ever. Hayward well knew the whole circumstances of the matter, including the occasion of the will, the intent behind it and the legal incapacity of James Wilson to inherit. He had no purpose in acquiring this foothold within the estate other than to discommode the orphans and, in due course, to undermine, force and work them out of the whole. Such clandestine dealings, subtle devices, covert contracts and alienations of lands had been the confusion of titles in general and the ruin of orphans in particular. Lands passed and repassed by sleight of hand without any respect to the government or to the laws and rules of land tenure. The property and standing of the inhabitants had been so changed that it was no longer possible to tell who were planters and who were not, or against whom the Honourable Company's revenues should be demanded. All these actings and dealings of Wilson and Hayward were contrary to law, equity and good conscience. They tended to the utter subversion of the will of the deceased and to the great detriment and prejudice of the children, and they were punishable by the laws of the island. The plaintiff therefore prayed judgment against the defendants. The following witness was then examined on oath. Thomas Swallow senior said that he had been with Andrew Wilson when he lay on his deathbed and had interceded with him on behalf of his son James, asking him to consider the son. Andrew Wilson had answered that he would do no more for his son than he had already done, that is, he designed him no more than one shilling. He gave instances of the son's wicked conduct, particularly an occasion on which the son had carried his gun in his hand and had fired at his father's cattle. When the father had reproved him, the son had cursed him for an old dog and said he would shoot him.

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		Then the following Witness was Examined upon Oath. Thomas Swallow Sen:r Saith that he was with the Said Andrew Wilson when he was upon his Death bed, and Interceeded with him In Behalf of his Son James Wilson, to Consider him, who Answered and Declared he would do No More for him then what he had done, that is to Say he designed him No More then One Shilling, being a Rebellious & Wicked Son, on Severall Instances, that he Accused him of heinoves Crime and Perticularly when he had his Gun with him and Shooting at his Cattle and Reproved him, for it Damnd him for an Old Dogg and Said he would Shoot him &c[a]. Then the Will was Read wherein it Appeared the Said Wilson was Cut off with One Shilling. Then a former Verdict of a Jury, in 1698 was Read were the Said James Wilson pretended Claim to his Fathers whole Estate being. 20 Acres of Land, as Next heir, and was Cast in Suit for the whole, and the Will Confermed. Then the Laws about Registring of Deeds for Lands &c[a]. were Read, which pronounced all Such Deeds Voyd, and of No Force Unless	The will was then read, which showed that James Wilson had been cut off with one shilling. A former verdict of a jury in 1698 was then read. The verdict had been given on James Wilson's claim to his father's whole estate of twenty acres of land as next heir. He had been cast in the suit for the whole, and the will had been confirmed. The laws of the island on the registering of deeds for land were then read, which pronounced any such deed void and of no force unless **Interpretations** The declaration in this passage broadens the charge against Hayward beyond his role as purchaser. It alleges that Hayward stood in a fiduciary position towards the Earle children, holding the "care and tuition" of the orphans, and that his acquisition of the two acres from James Wilson was therefore a breach of trust as well as a fraud. Tuition in this context meant guardianship, particularly the responsibility for the upbringing and education of minors, and combined with care it identifies Hayward as one of the persons charged with protecting the children's interests. The duty of a guardian to refrain from acquiring property of his ward was a settled rule of equity, and the alleged combination with Wilson against the children's interest fell squarely within the category of fiduciary self-dealing. The geographical description of the two acres as lying "in the very middle and heart of the twenty acres" gives a practical reason for Hayward's interest in them. Possession of a parcel in the centre of a larger holding gave the holder a strategic foothold that could be used to disrupt the working of the surrounding land. The declaration alleges that Hayward's purpose was not the modest gain from two acres but the longer-term goal of forcing the orphans out of the whole estate by making the working of the remaining eighteen acres impractical. The strategy is recognisably one of using a small inserted holding as leverage against a larger neighbouring estate. The reading of the island's laws on the registration of deeds for land, which pronounced any unregistered deed void and of no force, provides the technical legal basis on which the action against Hayward might succeed. If the two-acre conveyance from James Wilson to Hayward had not been properly registered, then under the island's own statute the transfer was a nullity and Hayward held the land without any legal title. The passage breaks off before the unless clause is completed, but the structure of the rule is clear: only properly registered deeds transferred land, and a deed that had been entered into clandestinely without registration was simply void. **Speculations** The framing of the declaration as a complaint not only against private wrongdoing but against the general confusion of titles on the island reflects a deliberate strategy by the plaintiff. The Court of Judicature was sitting under the authority of the same Governor and Council that managed the island's land administration and collected the Company's revenues, and the appeal to the systemic consequences of unregistered transfers gave the court a reason to find against Hayward beyond the immediate facts of the case. The decision would set a precedent in favour of registration and against clandestine transfers, which would serve the Council's wider administrative interest as well as the orphans' specific claim.
89	89	They be Entered in Six Months after the Date thereof. And the Said M:r Griffith Attorney for the Orphans did Likewise plead Non Age to the Deed in Case his Said Sister had power to give and not being Above	they had been entered within six months of the date of the deed. Mr Griffith, as attorney for the orphans, further pleaded the non-age of Martha Wilson to the deed, on the ground that even if she had any power to give, she was not yet above eighteen years old at the date of the

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		18 Years of Age, and upon the whole Concluded that the Said Defendant Wilson was Disabled by the Will, to have any further Benefitt thereby then One Shilling that Clause in the Will being a perpetuall barr against him And that the Said Martha Earle his Sister Derriveing her Right and power from the Will was to be Governd thereby, and tyed up to it as being a Law to her, and that the pretended Deed to her Brother was a Meer fraud and Consequently Voyd. John Alexander Attorney for the Defendant Saith that the Said Martha being Sole Executrix to her Deceased Father had as much power and Right to give it Away to whom She thought fitt, as her Father had in his Life time, because the Will gives it to her only, not Mentioning her heirs. As to the Overseers he pleaded they had Nothing to do with it, after She had possession of it. As for the. 20 Acres given to Earle by a Jury he Says a Man may Sue for a whole Bond, tho' part of it has been paid, and tho' Cast in the whole that dos not Debarr him of what is Left behind Unpaid. Then pleads prescription of. 5 years, upon which the Deed She gave and the Date of the Verdict, which gave all the. 20 Acres of Land, were Com- pared and there it was found to be but about. 3 years, then pleaded the Defendant Wilson paid Revenues for it. The which the Storekeeper denys. The Said Attorney further Saith that the Law about Regestring did not Oblige Every body, and that a great many did not Come to Register their Lands for fear of Loosing it. Upon the whole the Judge directed the Jury as followeth. Gentlemen of the Jury You have heard what the Attorney for the Orphans, as also what the Attorney for the Defendant have Said. First Let me tell you if Old Wilson the Father was Guilty of Such a horrid beastly Action as the Son Accused him Off, No death was bad Enough for him, On the Other hand If the Son Accused the Father Falsely, he may be Said to be Guilty of a Design to Murder his Father both in Life and Reputation, but as there is Nothing of it upon Record, but Comon Report, So Shall Wave that and Come to the Point. And first Let me tell you what a Will is, A Will is a Mans Design, God almighty having Blessed him with Something in this World, and knowing at all Wills De Cospect [sic] the Uncertainty of this Life, he does what life has Senses about him as this Andrew Wilson did make a Will, wherein he Designed after his Death, that his Daughter Martha Wilson Should possess all his Estate both Reall and personall, and that his Son Should have One Shilling Onely, And to See this performed Leaves. 2 Overseers, And what was	supposed grant. On the whole he concluded that the defendant Wilson had been disabled by the will from taking any further benefit under it than the one shilling, that the relevant clause was a perpetual bar against him, and that Martha Earle his sister derived her right and power from the will, and was therefore bound by it as her governing law. The pretended deed to her brother was a mere fraud and consequently void. John Alexander, as attorney for the defendant, replied that Martha had been sole executrix of her deceased father's estate and had as full a power and right to give the property away to whomever she thought fit as her father had in his lifetime. The will, he argued, had given the property to her only and had not mentioned her heirs, so her right was absolute. As to the overseers, he pleaded that they had no concern in the matter once Martha had taken possession of the estate. As for the twenty acres given to Earle by a jury, he said that a man might sue for a whole bond even though part of it had already been paid, and that to be cast in the whole did not bar him from claiming what remained unpaid behind. He then pleaded a prescription of five years on the deed. The date of the deed Martha had given and the date of the verdict awarding the twenty acres of land were compared, and the interval was found to be only about three years. Counsel then pleaded that the defendant Wilson had paid revenues for the land, which the Storekeeper denied. The defendant's attorney further said that the law about registering deeds did not oblige everyone, and that a great many people did not come to register their lands for fear of losing them. The judge then directed the jury as follows. Gentlemen of the jury, you have heard what the attorney for the orphans and the attorney for the defendant have said. First let me tell you that if old Wilson the father had been guilty of so horrid and beastly an action as the son accused him of, no death would have been bad enough for him. On the other hand, if the son had accused the father falsely, he might be said to have been guilty of a design to murder his father both in life and reputation. Since there is nothing on record about it but common report, I shall set the question aside and come to the point. Let me tell you first what a will is. A will is a man's design. God Almighty having blessed him with something in this world, and knowing the uncertainty of life, he makes a will while he has his senses about him. This Andrew Wilson made a will, by which he designed that after his death his daughter Martha Wilson should possess all his estate, both real and personal, and that his son should have one shilling only. To see this performed he left two overseers. Their duty was to see that she had the whole and that he had only a shilling. The shilling he owns to have received. But Martha was no sooner possessed of the estate than, as the attorney for the orphans has observed, she broke her father's will and bestowed two acres of land, hogs and yams on the said James Wilson. This she did against the consent of the overseers, and being herself under age. Let me tell you, gentlemen, that by breaking **Interpretations** The six-month registration requirement, completed from the previous passage, supplied the technical heart of the plaintiff's case. Any deed not entered on the official register within six months of its date became void as a matter of island law, regardless of the intentions of the parties or the apparent fairness of the underlying transaction. The statute was a strict one, designed to force open dealing in land and to prevent precisely the kind of clandestine transfers that the

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		their Duty, but to See that She Should have all, and he Should have but a Shilling, which Shilling he Owns to have Received but She No Sooner possessed, but Immedeately after as the Attorney for the Orphans Observes breaks her Fathers Will and bestows upon the Said James Wilson. 2 Acres of Land, Hogs, and Yams &c[a]. against the Consent of the Overseers and her Self then under Age, which Let me tell you Gentlemen that by breaking	declaration had complained of in its general passage on confusion of titles. The plea of non-age by Griffith introduced a separate ground for setting the deed aside. At common law a person under the age of twenty-one was an infant and could not make a binding gift of land. Martha Wilson at the time of the supposed grant had been eighteen, and the gift could therefore be voided on the additional ground that she lacked the legal capacity to make it. The plaintiff was thus arguing the case on three independent legal grounds: the will's perpetual bar against James Wilson, the failure to register the deed within six months and the donor's infancy. Each ground could carry the verdict on its own. The defendant's counsel John Alexander, the same man who had been examined the previous day in the Beal orphans' inquiry, is identified here as appearing as attorney for the defendant in the Earle case. His appearance in this professional capacity at the Court of Judicature, twenty-four hours after his evasive examination on the Beal estate accounts, indicates that he continued to act as a legal practitioner on the island despite the proceedings against him. The arrangement is striking but not necessarily improper, since the case against him in the Beal matter was being managed as a civil charge to be settled by 25 March 1711 rather than as a criminal disqualification. **Speculations** The appearance of Alexander as defence counsel on the day after his examination as a former Clerk who had misappropriated orphans' funds creates an awkward optical position for the court. The same man whom the Council had charged with £22 9s 3d the previous day was now arguing in defence of a different transaction affecting orphans, before the same five judges. The arrangement was probably unavoidable in a small community with few legal practitioners, but the spectacle of Alexander defending a fraudulent transfer of orphans' property while himself standing accused of mishandling another orphans' estate must have weighed against his arguments. The jury, drawn from the same small community, would have known the position perfectly well.
90	90	her Fathers Will, She Destroys the very Right She holds the Estate by, for had her Father Dyed Intestate She would not have had a Groat. The Next observation the Attorney makes in behalf of the Orphans is that the Said Martha being Marryed to One Earle, this Wilson brings his Action against Earle Declaring there that Earle Enjoys the. 20 Acres to which he had No Right, he being true Heir to his Father Wilson, and a Suit of Law being Commenced the Defendant Wilson was Cast by Verdict of a Jury of. 12 Men In 1698. and the. 20 Acres given the Said Earle in Right of his Wife, And it appears by the Revenue books that Earle paid for it, Then the Attorney tells you in behalf of the Orphans that if the Deed had been good he Ought to produced it in Court, or brought his Action afterwards for the. 2. Acres. He Likewise pleads the Said Deed was Never Registered and Conse- quently Voed in law. The Attorney for the Defendant pleads that the Said Martha was whole and Sole Executrix by the Last Will of her Father, and he being Dead	her father's will Martha had destroyed the very right by which she held the estate. Had her father died intestate, she would not have had a groat. The next observation made by the attorney for the orphans was that after Martha married Earle, Wilson had brought an action against Earle, claiming that Earle held the twenty acres to which he had no right, since Wilson was the true heir to his father. The action came to trial and the defendant Wilson was cast by the verdict of a jury of twelve men in 1698. The twenty acres had been confirmed to Earle in right of his wife. It appeared from the revenue books that Earle had paid the revenues for it ever since. The attorney for the orphans further argued that if the deed had been good, Wilson should have produced it in court at that earlier trial, or should have brought a separate action afterwards for the two acres. He had done neither. The attorney for the orphans further argued that the said deed had never been registered, and was therefore void in law. The attorney for the defendant pleaded that Martha had been sole executrix under the last will of her father, and that on the father's death the same right of possession and inheritance had devolved on her as her father had held in his lifetime. She therefore had the same right to dispose of it and to give it to whom she pleased, because the will had not given it to her and her heirs, but to her alone, expressed as sole executrix.

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		the Same Right of possession and Inheritance Devolved on her, as her Father had, when he possessed it in his Life, and that She had as much Right to Dispose of it, and gave to whom She pleased because the Will did not give it to her and her heirs, but to her onely Expressed Sole Executrix And as to the Overseers he pleaded they had Nothing to do after She had possession of it. And as for the. 20 Acres given to Earle by a Jury Says a Man may Sue for a whole bond although part has been paied tho' Cast in the whole, yet that does not Debarr him of that Left Unpaid. In the Next place pleads prescription and produces the Law the Law about. 5 years. Upon that the Date of the Deed which She gave, and the Date of the Verdict which gave Earle the. 20 Acres of Land were Compared and there it was found to be about 3 years. Then pleaded that the Defendant Wilson paid Revenues Ever Since, Which the Storekeeper Denyes. And as for the Registring Said that the Law did not Oblige Every body, and that a great many did not Come to Register Land for fear of Loseing it. This is what hath been Said by both partys, and if any thing be Omitted Desire to be put in Minde of it. I must further Observe to you that this Son James Wilson has followed the Steps of an Undutifull and Unnaturall Son. First Accuseing of his Father of that Unnaturall Crime. Then as by Old M:r Swallows Evidence Damnd his Father for an Old Dogg and threatned to Shoot him; The Next thing he dos Sues the Sister to get all her Estate, and Now She's gone off Endeavours to Ruin her Children, for the Vallue off about 5 pound which will be the Ruin of that Estate If I am Rightly Informed. Therefore Gentlemen of the Jury Go out and Consider whether the Man Designed to give it to her, to give it to him, and So off the Rest that has been Said.	As to the overseers, he pleaded that they had no concern in the matter after she had taken possession of the estate. As to the twenty acres given to Earle by a jury, he said that a man might sue for a whole bond even though part of it had been paid, and that to be cast in the whole did not debar him from claiming what remained unpaid. In the next place he pleaded prescription and produced the law on the five-year rule. The date of the deed Martha had given and the date of the verdict that had awarded the twenty acres to Earle were compared, and the interval was found to be about three years. The defendant's counsel then pleaded that Wilson had paid revenues on the two acres ever since, which the Storekeeper denied. As to the registration, counsel said that the law did not oblige everyone, and that many people did not come to register their lands for fear of losing them. This was what had been said by both parties. If anything had been omitted, the judge desired to be reminded of it. The judge further observed to the jury that James Wilson had followed the path of an undutiful and unnatural son. First, he had accused his father of the unnatural crime. Then, on Mr Swallow senior's evidence, he had cursed his father as an old dog and had threatened to shoot him. Next, he had sued his sister to take her whole estate. Now that she had gone off the island, he was attempting to ruin her children for the value of about £5 0s 0d, which, if the judge was correctly informed, would be the ruin of the estate. The judge therefore directed the gentlemen of the jury to go out and consider whether the testator had designed the property to go to her, or to him, and to consider all the other matters that had been put before them. **Interpretations** The judge's observation that Martha would not have had a groat had her father died intestate identifies the legal logic of the inheritance. Under the common law of the period, real property passed to the eldest male heir on intestacy, so that without a will the whole twenty acres would have gone to James Wilson as the eldest son. Martha's entire claim therefore rested on the will, and any act of hers that broke the will undermined the legal foundation of her own title. A groat was a small silver coin worth fourpence, used in the phrase as a colloquial expression for nothing at all, and the judge's point was that Martha's right and James's exclusion both flowed from the same instrument. The judge's observation that James Wilson should have either produced the deed for the two acres at the 1698 trial, or brought a separate action for them afterwards, identifies the procedural defect in his position. A litigant claiming title to land was expected to bring forward all his evidence at the time of trial. Wilson's failure to mention the supposed deed when the entire twenty acres was being adjudicated, combined with his failure to bring a fresh action in the twelve years since, amounted to either concealment or non-existence of the deed at the time of the earlier action. The point was a powerful one, since it suggested either that the deed had been fabricated after 1698, or that Wilson had known it would not survive scrutiny at the earlier trial. The judge's final summary brought together the moral and legal strands of the case. The picture of an undutiful son who had accused his father of a capital crime, cursed him as an old dog, threatened to shoot him, sued his sister for the whole estate and now sought to ruin her children for the value of £5 0s 0d, with the loss of two strategically placed acres bringing down the

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			whole eighteen-acre holding, is a powerful narrative direction to a jury. The judge's framing made the case appear not merely as a dispute over two acres but as the culminating wrong in a long pattern of family destruction. **Speculations** The fact that Alexander as defence counsel had to fall back on the argument that the registration laws did not oblige everyone, and that many people avoided registration for fear of losing their land, exposes the broader administrative failure of land tenure on the island. The same problem that the declaration had identified in general terms had now been confirmed by the defendant's own attorney, and the verdict in the case would set a standard against which the systemic failure could be addressed. The trial of two men over two acres had thus become a trial of the island's land administration as a whole, and the judge's careful direction was steering the jury towards a verdict that would clarify the law as well as resolve the dispute.
91	91	After Some time the Jury Returned and delevered the Verdect followeing in Wreting Vizt. Our Opinions are that Martha Wilson had Right to give to whom She thought fett, and we think that the Two Acres of Land is James Wilsons. Jn:o Roberts Edw:d Mashborne W:m Marsden Daniel Griffith Matthew Bazett The Case of Earls Orphans Plaintiffs and James Wilson Defendant. Andrew Wilson Planter was possest of Twenty Acres of Land, in the Year 1682. has One Son James Wilson, and One Daughter Martha Wilson the Son proves Unnaturall, and Sides with his Fathers Adversary, that had Continuall Law disputes with his Father, Spreads a Report that his Father had Carnall Copelation with a Cow, at Another time having a Gun in his hand, his Father Rebuke being him for Shooting at his Cow he Damnd him for an Old Dog, and that he would Shoot him, the Father dyes and in his Will Orders that his Daughter Martha Should have all his Estate, and his Son James Wilson One Shilling and to See the Will perform'd Leaves two Overseers, with Each a Legacy Immedately after his Death, She being Yet under Age, dos give by Deed In Writeing to her Brother James Wilson Two Acres of Land, Two Cows, Two Calves, Two Sows, and about Three Thousand Yams, without Consent of the Overseers, and Contrary to the Will of her Father, and in a Litle time One Thomas Earle Marryes her, James Wilson brings in his Action as being True Heir at Law, Complains that the Lie Said Thomas Earle did Enjoy the Estate of his Father, Containeing Twenty Acres of Land, which Neither he, Or his Sister had any right too, the Court in. 1698. brought there Verdict, that the Said Martha Earle was the true Heiress to that Estate, and Wilson was	After some time the jury returned and delivered the following verdict in writing. Our opinions are that Martha Wilson had a right to give to whom she thought fit, and we think that the two acres of land are James Wilson's. John Roberts Edward Mashborne William Marsden Daniel Griffith Mathew Bazett The case of the Earle orphans, plaintiffs, against James Wilson, defendant. Andrew Wilson, planter, was possessed of twenty acres of land in the year 1682. He had one son, James Wilson, and one daughter, Martha Wilson. The son proved unnatural and sided with his father's adversary, who had been in continual law disputes with the father. He spread a report that his father had carnal copulation with a cow. On another occasion he had a gun in his hand, and when his father rebuked him for shooting at his cow, he cursed him as an old dog and said he would shoot him. The father then died. In his will he ordered that his daughter Martha should have all his estate, and that his son James Wilson should have one shilling. To see the will performed he left two overseers, with a legacy to each. Immediately after his death, Martha being still under age, gave to her brother James Wilson by deed in writing two acres of land, two cows, two calves, two sows and about three thousand yams. This was done without the consent of the overseers and against the will of her father. A little later one Thomas Earle married Martha. James Wilson then brought his action as the true heir at law, complaining that Thomas Earle held the estate of his father of twenty acres, to which neither Earle nor Martha had any right. The court in 1698 returned a verdict that Martha Earle was the true heiress of that estate, and Wilson was cast in the suit and in costs. Earle held the land peaceably for the rest of his life. Earle died and left in his will his land in general terms, without specifying any particular number of acres, to his wife and children. The widow afterwards married Joseph Fox. Both are now gone to Bombay. In their absence James Wilson brought the old deed given him by his sister to light, in which the two acres of land were named, and sold the land to Charles Hayward, planter. Hayward brought the bill of sale to the Governor to have it registered. On examination the Governor found the case doubtful, since it was uncertain whether Wilson had any right to the land, and would not suffer the deed to be registered. A lawsuit was commenced, the orphans being plaintiffs, on the ground that their uncle James Wilson had sold their land and had no right to do so. The case was tried on 25

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		Cast in Suit and Charges, Earle possesses this Land peaceably all his Life time, Earle dyes, Leaves in his Will his Land in generall, not Mentioning any Certain Number of Acres, to his Wife and Children, the Wedow Marries again to One Joseph Sox both gone off to Bombay, In there Absence the Said James Wilson brings that Old Deed given him by his Sister to Light, wherein was Expressed the Two Acres of Land, and Sells the Said Land to One Charles Steward planter, Charles Steward brings the Bill of Sale to the Governour to have it Regestered, Upon Examination findes the Case doubtfull, whether Wilson had any Right to the Said Lane, whereupon would Not Suffer it to be Regestred, Upon which a Law Suit Commenced, the Orphans being plaintiff that there Uncle the Said James Wilson Sold their Land, and had No Right to it, which Case was tryed September 25.th 1710. the Jury brought in their Verdect that his Sister had a Right to give him the Two Acres of Land, by the	September 1710. The jury returned a verdict that his sister had a right to give him the two acres of land by **Interpretations** The jury's verdict against the orphans, after a judicial direction that had pointed firmly towards a verdict in their favour, is a striking reversal. The single sentence of the panel's finding, that Martha Wilson had a right to give to whom she thought fit, accepted the defence argument that the executrix's power of disposition was effectively absolute, and rejected each of the plaintiff's three legal grounds. The jury did not address the registration failure, the infancy of the donor, or the perpetual bar in the will, but settled the case on a simple finding of the sister's authority to make the gift. The detail that Charles Hayward had brought the bill of sale to the Governor to have it registered, and that the Governor had refused registration on examination because he found the case doubtful, identifies a critical procedural step that the trial narrative had not fully drawn out. The Governor had personally inspected the transaction and had declined to enter it on the register, which would normally have prevented the deed from acquiring legal effect under the island's own statute. The fact that the case nonetheless proceeded to trial and resulted in a verdict for the defendant indicates that the registration question, despite its statutory force, was either not pressed at trial or was outweighed in the jury's mind by their view of Martha's power as executrix. The institutional consequences of the verdict are significant. The court had accepted a finding that ran against the will, against the 1698 verdict, against the registration laws and against the Governor's own refusal to register the deed. The single ground on which the panel rested its decision, that the executrix had power to give to whom she thought fit, was elevated above each of the other legal considerations the case had raised. The pattern suggests that the jury was prepared to give greater weight to the actions of an adult landowner, even in retrospect, than to the protective framework of overseers, registration and prior verdict that the law had built around her. **Speculations** The contrast between the careful institutional protection of orphans visible in the Beal proceedings of the previous day and the result reached in the Earle case the day after raises questions about the limits of the Council's protective machinery. The Council could conduct elaborate audits of trustees' accounts and could charge defaulting officers with substantial sums to be repaid with interest, but when the same Council sat as a court and submitted a case to a jury, the popular view of the matter could override the institutional concern with minors' interests. The pattern suggests that on St Helena in 1710 the protection of orphans through administrative oversight was robust, while their protection through litigation depended on the views of a lay jury that might or might not share the Council's concerns.
92	92	Will of her Father Wilson, therefore the deed was good, and the Said James Wilson had a Right to it, Upon which the Attorney for the Orphans Appeal'd to the Lords Proprietors therefore the Judge did Not give Judgment Upon that Verdict, Beleeving the Verdict Unjust and Contrary to Law. First because the Gerl was not of Age, and Ought not to give the Land Away Contrary to her Fathers Will, without Consent of the Overseers. Secondly It Can not be found he took possession of the Two Acres of Land, aforesaid as by his Own Declaration to the Court, that Earle did Enjoy the whole Twenty Acres.	by the will of her father Wilson. The deed was therefore good, and James Wilson had a right to it. Upon this verdict the attorney for the orphans appealed to the Lords Proprietors. The judge accordingly did not give judgment on the verdict, believing it unjust and contrary to law. First, the girl had not been of age, and ought not to have given the land away contrary to her father's will, without the consent of the overseers. Secondly, it could not be found that James Wilson had ever taken possession of the two acres of land. By his own declaration to the court, Earle had enjoyed the whole twenty acres.

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		Thirdly That he quited Claim to the Two Acres by Sueing for the whole Twenty, So If that was a Lawfull Deed, he Ought to have Layd Claim then to the Two Acres, and produced his Deed in Court. Fourthly by the Law of this Island Five Years quiet possession Makes a prescription and Law for true Inheritance. Whereas Earle and his Children have possessed it Ever Since without any Molestation Or Interruption, and this Deed of Geft has been buried in Oblevion till Now. Fifthly, It Never was Registred, and by the Laws of this Island, all Deeds, Gifts, Bargains, and Grants of Lands, &c[a]. not being Registred In Six Months after are Voyd.	Thirdly, Wilson had quit his claim to the two acres by suing for the whole twenty. If the deed had been lawful, he should have laid claim to the two acres at that earlier trial and produced his deed in court. Fourthly, by the law of the island, five years' quiet possession made a prescription and a settled title for true inheritance. Earle and his children had possessed the land ever since without any molestation or interruption, and the deed of gift had been buried in oblivion until now. Fifthly, the deed had never been registered, and by the laws of the island all deeds, gifts, bargains and grants of land that were not registered within six months were void. **Interpretations** The appeal to the Lords Proprietors by the attorney for the orphans is a procedural step of considerable importance. The Lords Proprietors were the named owners of the East India Company's properties in London and stood above the local Council in matters of land title. By appealing to them, Griffith preserved the orphans' claim and prevented the jury's verdict from becoming final on the island. The same institution that had failed for nine years to answer the Powell land dispute referred to in the Beal orphans' inquiry was now being asked to review a fresh case in which the Council itself had effectively been overruled by a jury. The judge's decision not to enter judgment on the verdict is a significant procedural act. A verdict by a common law jury did not itself produce judgment. The bench had to enter judgment on the verdict before it acquired executory force, and the judge could withhold judgment where the verdict appeared to be unjust or contrary to law. By declining to enter judgment, the judge effectively suspended the practical operation of the verdict and held the matter open for review on appeal. The combination of jury independence and judicial restraint produced a result in which the jury could record its view, but the bench could prevent that view from taking effect. The five reasons recorded for the judge's belief that the verdict was unjust and contrary to law amount to a written statement of judicial dissent, of a kind unusual in the period. The reasons preserve the legal grounds on which the appeal to the Lords Proprietors would proceed and ensure that the appellate body received a clear account of the bench's view. The first reason addressed the donor's infancy, the second the absence of any taking of possession by Wilson, the third the abandonment of the claim at the 1698 trial, the fourth the prescription that had run in favour of the Earle family, and the fifth the failure to register the deed. Each reason was an independent legal ground for setting the verdict aside, and taken together they presented an overwhelming case. **Speculations** The judge's willingness to record formal reasons for disagreeing with the jury's verdict, and to withhold judgment on the basis of those reasons, indicates that the institutional protection of orphans on the island was ultimately not dependent on the jury's view. The Council could route around an unfavourable verdict by withholding judgment and forwarding the case to London, and the Lords Proprietors could be expected to give weight to the bench's reasoned dissent in deciding the appeal. The pattern shows that in practice the Council retained the final word on cases involving minors' property, even when a jury had voted otherwise.
93	93	Island St: Helena At a Consultation held on Tuesday the. 10.th day of October. 1710. At the United Castle in James Valley.	Island St Helena At a consultation held on Tuesday 10 October 1710 at the United Castle in James Valley. Present: John Roberts Esq, Governor Edward Mashborne, Deputy Governor William Marsden, third

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		Pres. Jn:o Roberts Esq:r Governour Edw: Mashborne Dep:ty Governour W:m Marsden. 3.d in Councill Daniel Griffith. 4.th in Councill Mathew Bazett. 5.th in Councill The Governour does Observe that when John Alexander the Late Clark of the Councill was makeing up the Account of Purchased and Hired Lands of the Lords Proprietors At the Same time He Ordered him to give him a true Coppy of the Same, Accordingly he gave him this Account Vizt. For the Year Purchased Land as he Calls it - - - - - - 2085 ½ 1708 Ditto Hired of the Hon:[b]l[e] Company - - - - - - 779 But Perusing the List Sent home by him that Year We finde, there is account given Vizt. Purchased Land - - - - - - - - - - - - 2258 ½ Hired - - - - - - - - - - - - - - - - 786 Wherefore Ordered. That the Account of Lands be Examined for the Year. 1708. Upon which an Error in the Addition of the Purchased Land of Eighty Acres to much, of which Six Acres to Thomas Allis Junior Charged Purchased Land, whereas it was Lett Let to Lease the Very Same Year to him, So that the whole Account of Lett Land for the year. 1708. is - - - - - - - - - - - - - - 2578 ½ Hired Land - - - - - - - - - - - - - - 804 Error Short Added 12 Acres and. 6 Acres to Thomas Allis Sun:r So that the Difference of Lett Land is Short - - - - - 18 Upon farther Examination of Lands Only at One View from an Old List of 1688. We finde that all the Lett Land then Amoun- ted to - - - - - - - - - - - - - - Acres 2230 Since that the Lords Proprietors have at Sundry times bought - - - 305 - - - - - - - - - 1925 And yet there Never was as We Can finde any Land granted Since, Or any Alienated by Sale Altho' on the foresaid year. 1708. there is an Account off - - - - - - - - - - - 2578 ½ So that the Lords Proprietors may buy there Own Land at this rate Over, and Over Again, and yet Purchased Land as they Call it not much Demenished, and forasmuch as prescription is pleaded of Five Years, to be a Lawfull possession, We Cant Suppose Our Hon:[b]l[e] Masters Mean their Own Land, but what is bought and Sold between Planter, and	in Council Daniel Griffith, fourth in Council Mathew Bazett, fifth in Council The Governor observed that when John Alexander, late Clerk of the Council, had been making up the account of purchased and hired lands of the Lords Proprietors, he had at the same time directed Alexander to give him a true copy of the same. Alexander had accordingly furnished the following figures. For the year 1708: Purchased land, as he called it - 2,085½ acres Land hired of the Honourable Company - 779 acres. On examining the list that Alexander had sent home that same year, the Council found that the figures given there were as follows. Purchased land - 2,258½ acres Hired land - 786 acres. It was ordered that the account of lands for the year 1708 be examined. On examination an error of eighty acres too much was found in the addition of the purchased land. Six of these acres were charged to Thomas Allis junior under purchased land, when the same six acres had been let to him on lease in that same year. The whole account of let land for the year 1708 came to: Let land - 2,578½ acres Hired land - 804 acres. An error of twelve acres short in the addition, together with six acres to Thomas Allis senior, gave a shortfall in the let land of eighteen acres. On further examination of the lands at a single view from an old list of 1688, it appeared that all the let land at that date had amounted to 2,230 acres. Since then the Lords Proprietors had at various times bought 305 acres, leaving an apparent stock of 1,925 acres. Yet no land had since been granted out as far as could be found, nor had any been alienated by sale, and yet in the year 1708 the account showed 2,578½ acres. At this rate the Lords Proprietors might buy their own land over and over again without the recorded stock of purchased land being much diminished. Since prescription of five years was now pleaded as a settled basis of lawful possession, the Council could not suppose that the Honourable Masters meant their own land, but only what was bought and sold between planter and **Interpretations** The Governor's instruction to John Alexander to supply a true copy of the 1708 land account, given at the time Alexander was making up the original return, marks a careful piece of administrative double-keeping. The Governor had wanted his own retained copy of the figures so that the original return to London could later be checked against an authentic duplicate. The discrepancy now identified between the duplicate and the figures actually sent home, with the original return showing 2,258½ acres of purchased land and the duplicate showing 2,085½, reveals that Alexander had varied the figures between the two copies. The difference of 173 acres between the two versions of the same year's account cannot have been accidental. The historical comparison with the list of 1688 puts the present discrepancy in its full institutional context. Twenty-two years before, the total let land on the island had been 2,230 acres. Over the intervening period the Lords Proprietors had bought back 305 acres at various times, with no fresh grants and no recorded sales by the Proprietors back to settlers. The arithmetic should therefore have produced a stock of let land of 1,925 acres in 1708, not the 2,578½ acres that Alexander's account showed. The discrepancy of 653½ acres, between the figure that should appear and the figure that Alexander had returned, is too large to be explained by clerical error and indicates that the records had been systematically inflated.

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			The Council's observation that "at this rate the Lords Proprietors may buy their own land over and over again" identifies the central institutional failure with admirable clarity. If the records carried double entries that treated repurchased land as if it had remained let to settlers, the Proprietors could be paying out cash for parcels that the records already showed as belonging to the settlers, with the same parcels then being treated as new acquisitions to be added to the stock. The accounting system effectively rewarded the inflation of the let land totals, since each transaction that should have reduced the figure of let land was instead being recorded without the corresponding deduction. **Speculations** The combination of the Beal orphans' inquiry of 25 September 1710 and the land account audit of 10 October 1710 amounts to a comprehensive institutional reckoning with John Alexander's tenure as Clerk of the Council. The same individual whom the Court of Orphans had charged with £22 9s 3d for his handling of the children's cash was now being identified as the source of significant errors in the principal land records of the island. The Council was building a documented case across multiple areas of administration that would support a substantial charge against him, and the careful arithmetic of the present consultation provided further evidential foundation for whatever action would follow.
94	94	Themselves, because Such Evedent frauds has hapned by peoples giveing In false Accompts, by which Means they may plead property only, because they have Imposed on Us Revenues for Five Years, but to prevent Such Ill practices for the fewter. Resolved. That No Revenues be Excepted off for more Acres then was given in In the Year. 1708. Upon No pretence whatsoever, and that all Frehold Purchased by the Lords Proprietors, or Otherwise Forfeited be deducted from the Same Always, provided that all People who have paied Revenues to the Year. 1708. aforesaid Shall Nevertheless prove there Titles to there propriety, and to that End as We have good Reason to Doubt, that Severall Conveyances has been Registered by the Late Clark of the Councill Contrary to Our Order, and more Especially, One of Fifteen Acres which he was positively forbid to Enter the Man not being able to prove his Title. Wherefore Persuant to the Antient Old Companys Orders in 1682 that all Lands Registerd and Allienated Shall be Signed by the Governour and Councill. Wherefore Resolved That all Lands Registred in Our books and not Signed by the Govern:r and Councill is and are to be Called in Question. And Forasmuch as We have great and Evedent Reasons, that Our Rents and Revenues has been more or less Yearly According to the Neglect if not frauds by the late Clark of the Councill gathering in the Same. Wherefore Resolved That the Storekeeper doe hereafter keep and gather in the Said Amidys [sic] Yearly keeping always by him the List of 1708. to prevent his being Imposed On, but as for Leased Land Let him gather in Yearly as much more of those Rents as he Can Untell the truth of all Lands is known and Setled, And Let the Clark of the Councill at the time of gathering in the Rents and Revenues asist in the Store, Unless the Governour at Such a time Should have more Urgent business for him. The Storekeeper brought in his Account of the Sale of goods from the. 25.th of August. 1710. to the. 25.th of September following.	themselves, because such evident frauds had occurred through people giving in false accounts. By that means they might plead property in the land only on the ground that they had paid revenues on it for five years. To prevent such ill practices for the future, it was resolved. That no revenues be received for more acres than had been given in for the year 1708, on any pretence whatsoever, and that all freeholds purchased by the Lords Proprietors, or otherwise forfeited, be deducted from the totals at all times. All persons who had paid revenues up to the year 1708 were nevertheless to prove their title to their own property. The Council had good reason to suspect that several conveyances had been registered by the late Clerk of the Council contrary to its order, and in particular one of fifteen acres that he had been positively forbidden to enter, the man not being able to prove his title. Pursuant to the ancient orders of the Old Company of 1682, all lands registered and alienated were to be signed by the Governor and Council. It was therefore resolved that all lands registered in the books and not signed by the Governor and Council were and would be called in question. The Council had clear evidence that the rents and revenues had been more or less every year, according to the neglect or fraud of the late Clerk of the Council in gathering them in. It was therefore resolved that the Storekeeper should hereafter receive and gather in the annuities yearly, always keeping the list of 1708 by him to prevent his being imposed upon. As for leased land, he was to gather in as much more of those rents yearly as he could until the truth of all the lands was known and settled. The Clerk of the Council was to assist in the store at the time of gathering in the rents and revenues, unless the Governor at the time had more urgent business for him. The Storekeeper brought in his account of the sale of goods from 25 August 1710 to 25 September 1710 following. An account of goods sold and delivered from 25 August 1710 exclusive to 25 September 1710 inclusive. **Interpretations** The Council's reasoning on prescription draws a sharp line between two kinds of possession on the

BL Image No.	Document No.	OCR Transcription	Modern Interpretation
		An Account of goods Sold and Delivered from the. 25.th of August. 1710. Exclusive to the. 25.th of September Inclusive Vizt.	island. Prescription operating between private settlers, by which long undisturbed occupation could harden into title, was treated as a legitimate principle of the local law. Prescription operating against the Lords Proprietors, by which a settler could acquire title to land that had originally belonged to the underlying owners, was not. The distinction protected the institutional ownership of the island while permitting the ordinary working of land tenure between planters. By tying prescription against the Proprietors to the proof of false revenue accounts, the Council made clear that any settler who had been treating Proprietors' land as his own through inflated returns could not now claim the benefit of long possession. The reference to one particular registration of fifteen acres that Alexander had been positively forbidden to enter is the most pointed evidence yet of his misconduct. The Council had given him a direct order against entering a specific conveyance because the man had not been able to prove his title, and Alexander had nonetheless made the entry. The disregard of a specific order placed his conduct beyond mere negligence and into active disobedience, and provided concrete evidence for any future proceedings against him. The transfer of the annual rent collection from the Clerk of the Council to the Storekeeper is a significant administrative reorganisation. The Clerk had been responsible for both the registration of land and the collection of revenues on it, which had given him control over the whole process. By separating the two functions, with registration remaining with the Clerk and collection moving to the Storekeeper, the Council created the standard institutional check between the recording of obligations and the receipt of payment on them. The Storekeeper, who was already accountable for the stock of goods and the cash receipts of the store, would now also account for the rent collection against the 1708 list, with discrepancies immediately visible. **Speculations** The combination of reforms set out in this consultation, with revenues frozen at the 1708 figures, titles required to be proved, unsigned registrations called in question, and rent collection transferred from the Clerk to the Storekeeper, amounts to a substantial reorganisation of the island's land administration. The Council was effectively shutting down the system that had produced the Alexander irregularities and rebuilding it on a new institutional basis, with separated functions, documented authority and a fixed reference point. The pattern resembles a corporate restructuring more than a series of disciplinary measures, and the scope of the changes suggests that the Council saw the problem as systemic rather than personal.
95	95	Inhabitants Vizt £: s: d Nailes - - - - - - - - - - - - 1: 4: 10½ Glass Ware - - - - - - - - - 3: 7 Haberdashery Ware - - - - - - 19: 12: 7 Iron Mongers Ware - - - - - - 2: 13: 2 Shoes - - - - - - - - - - - - 3: 8: 5 Tin Mans Ware - - - - - - - 1: 1: 1 Iron Potts of 83 ½ at. 6 - - - - - 2: 1: 9 Navvall and Garrison Store - - - 1: 11: 9 Brasiers Ware - - - - - - - - 8: 8: 5 Hosiers Ware - - - - - - - - 8: 16: 8½ Hatts - - - - - - - - - - - 4: 19: 11 Pewterers Ware - - - - - - - 2: 12: 10 Woollen goods - - - - - - - 73: 15: 4¼ Lace - - - - - - - - - - - 1: 2: - Cutlary Ware - - - - - - - - 5: 16: 5 Tobacco Pipes. 32 Doz:n - - - - - 16: - Soape 80 pound - - - - - - - 4: -	An account of goods sold and delivered from 25 August 1710 exclusive to 25 September 1710 inclusive: Inhabitants: Nails - £1 4s 10½d Glass ware - £0 3s 7d Haberdashery ware - £19 12s 7d Ironmongers' ware - £2 13s 2d Shoes - £3 8s 5d Tinmans' ware - £1 1s 1d Iron pots of 83½ at 6d - £2 1s 9d Naval and garrison stores - £1 11s 9d Braziers' ware - £8 8s 5d Hosiers' ware - £8 16s 8½d Hats - £4 19s 11d Pewterers' ware - £2 12s 10d Woollen goods - £73 15s 4¼d Lace - £1 2s 0d Cutlery ware - £5 16s 5d Tobacco pipes, 32 dozen - £0 16s 0d Soap, 80 pound - £0 4s 0d (entered as such in the original; the unit value of about ½d per pound is below the regular soap pricing in earlier accounts, and the manuscript is unclear at this point) Cheese, 195¼ - £9 15s 9d Tobacco, 366 pound - £16 12s 0d Provisions, 127¾ flour at 4d - £2 9s 2d Salt, 4¾ bushels at 7s - £0 8s 6d (the unit price of 7s would imply a total of about

BL Image No.	Document No.	OCR Transcription	Modern Interpretation
		Cheese 195 ¼ - - - - - - - - 9: 15: 9 Tobacco 366 pound - - - - - - 16: 12: - Provisions 127 ¾ floer at 4 - - - 2: 9: 2 Salt 4 ¾ Bushells 7 - - - - - - 8: 6 Red Coater 2 Sutes - - - - - - 4: 12: 7 Arrack 3 ¾ quarts - - - - - - 4: 9: 4½ Vinegar. 1 quart - - - - - - 8: 9 Romalls 7 - - - - - - - - - 3: 12: 8 Sugar 109 pound at 8 - - - - 1: 8: 9 Rice 90 pound - - - - - - - - 1: 6: - Linnen from Inelea - - - - - - 1: 2: - Sugar Candy 12 pound - - - - - 17: - Beefe and Sheet 14 Suet - - - - 3: 16: 3 Teas 1 ½ at 17. ¼ 24 at. 20. Viz 4 - 5: -: - Pitch and Tarr - - - - - - - 3: 13: 6 Brandy 9 Gallons 1 ½ pint - - - 2: 7: 9 Linnen goods from England - - - 5: - Oyle 3 quarts Rape - - - - - - 1: 7 250: 17: 5¾ Butter 17 pound - - - - - - - 9: 4: - Fort and Generall Table Vizt Nailes - - - - - - - - - - - 2: 8: 6 Glass Ware - - - - - - - - - 1: 8: 9 Haberdashery Ware - - - - - - 14: 6 Iron Mongers Ware - - - - - 2: 6 Tin Mans Ware - - - - - - - 1: 5: 2½ Navvall and Garrison Stores - - - 2: 6 Cutlary Ware - - - - - - - - 5: 9 Tobacco Pipes 5 Doz:n - - - - - 4: - Surrall Soap 5 ¾ pound - - - - 2: - Cheese 3 pound - - - - - - - 4: - Tobacco 2 pound - - - - - - - 2: - Floyr 6 pound - - - - - - - 1: 2 Salt 2 Bushell - - - - - - - - 12: 6 Arrack 24 Gallons. 30 Gallons at 8 p:r Gallon 1: 8: 8 Wine Cyer 6 Gall - - - - - - 17: 1 Vinegar 3 7/8 Gallons - - - - - 1: 13: - Sugar 28 pound - - - - - - - 5: 3 Rice 82 pound - - - - - - - - 1: 19: - Sugar Candy 13 pound - - - - 1: 5: - Beefe and Suet. 206 pound - - - 5: - Tea 1 1/4. at 17. & 4 ½ at 20. 2 ¾ Amounts to Pepper 2 pound - - - - - - - 16: 5 Linnen from England - - - - - 3: 6¾ Oyle. 1 ½ Gallons Rape - - - - 13: 5 Beans 4 ¾ Doz - - - - - - - 12: 4½	£1 13s 3d, and the recorded total here is internally inconsistent) Red coats, 2 suits - £4 12s 7d Arrack, 3¾ quarts - £4 9s 4½d (entered as such; the quantity expressed in quarts produces a much smaller total at any plausible unit rate, and the recovered figure most likely represents arrack in some other measure, with the manuscript unclear at this point) Vinegar, 1 quart - £0 8s 9d Romalls, 7 - £3 12s 8d Sugar, 109 pound at 8d - £1 8s 9d (entered as such; 109 pound at 8d the pound would yield about £3 12s 8d, and the recorded total is internally inconsistent) Rice, 90 pound - £1 6s 0d Linen from India - £1 2s 0d Sugar candy, 12 pound - £0 17s 0d Beef and suet, 14 suet - £3 16s 3d Teas, 1½ at 17s and 24 at 20s (the manuscript shows further entries on this line) - £5 0s 0d Pitch and tar - £3 13s 6d Brandy, 9 gallons 1½ pint - £2 7s 9d (entered as such; the brandy unit rate of 8s per gallon would yield a higher figure for this quantity, and the manuscript is unclear at this point) Linen goods from England - £0 5s 0d Oil, 3 quarts rape - £0 1s 7d Butter, 17 pound - £9 4s 0d (entered as such; 17 pound at the butter rate of 1s per pound seen earlier would yield 17s, and the recorded figure is internally inconsistent, with the manuscript probably preserving a column subtotal rather than the line value) Subtotal for inhabitants - £250 17s 5¾d (as entered) Fort and General Table: Nails - £2 8s 6d Glass ware - £1 8s 9d Haberdashery ware - £0 14s 6d Ironmongers' ware - £0 2s 6d Tinmans' ware - £1 5s 2½d Naval and garrison stores - £0 2s 6d Cutlery ware - £0 5s 9d Tobacco pipes, 5 dozen - £0 4s 0d Surat soap, 5¾ pound - £0 2s 0d Cheese, 3 pound - £0 4s 0d Tobacco, 2 pound - £0 2s 0d Flour, 6 pound - £0 1s 2d Salt, 2 bushels - £0 12s 6d Arrack, 24 gallons and 30 gallons at 8s per gallon - £1 8s 8d (entered as such; at 8s per gallon the stated 54 gallons would yield £21 12s 0d, and the recorded total is plainly out of order, with the manuscript unclear at this point) Wine cider, 6 gallons - £0 17s 1d Vinegar, 3⅞ gallons - £1 13s 0d Sugar, 28 pound - £0 5s 3d Rice, 82 pound - £1 19s 0d Sugar candy, 13 pound - £1 5s 0d Beef and suet, 206 pound - £0 5s 0d (entered as such; at the standard suet rate of about 4d per pound the line would yield about £3 8s 8d, and the recorded total is internally inconsistent) Tea, 1¼ at 17s and 4½ at 20s, with a sub-figure of 2¾ amounting to a value the manuscript does not complete Pepper, 2 pound - £0 16s 5d (entered as such; at the pepper rate of about 6d per pound seen in earlier accounts the line would yield 1s 0d, and the recorded total is internally inconsistent) Linen from England - £0 3s 6¾d Oil, 1½ gallons rape - £0 13s 5d Beans, 4¾ dozen - £0 12s 4½d **Interpretations** The inhabitants' subtotal of £250 17s 5¾d for the month of September shows the inhabitants' trade running at a level well below the £795 12s 9d peak of July, but still well above the lows of April and May earlier in the year. The store's commercial activity remained at a healthy level into the autumn, with the inhabitants drawing steadily on the available stocks across all the major categories. The drop from the high summer figures fits the seasonal expectation that the busiest months of restocking after the homeward fleet would give way to a more measured pattern of purchase as the supply settled into routine. The Fort and General Table account is, in its visible portion, badly disturbed by what appear to be entries shifted between columns or rows in the manuscript. Several lines show recorded totals that cannot be reconciled with the stated quantities at any plausible unit rate, and the pattern is consistent across the column. The disturbance fits the broader pattern of accounting irregularities discussed in the consultation itself, where the institutional records of John

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			Alexander's period were found to contain systematic errors. The Storekeeper's accounts have generally been more reliable than the land registers, but the surviving figures for this month indicate that even his records were not free from defect. The brandy on the inhabitants' line at nine gallons one and a half pints for £2 7s 9d gives a residual figure for the brandy issue that began with the great distribution of June. The quantity is much reduced from the spike of June and July, which is consistent with the controlled distribution policy established in earlier consultations. By September the brandy issue had returned to ordinary levels, with small quantities going to individual inhabitants on standard terms rather than the great rationed distribution that had marked the summer. **Speculations** The accumulation of administrative actions across these autumn consultations, with the freezing of revenue at the 1708 figures, the audit of orphans' estates, the appeal to the Lords Proprietors on the Earle verdict, the reorganisation of rent collection, the demand for proof of title from all settlers and the questioning of all unsigned registrations, places John Alexander at the centre of a developing institutional case. The Council has not yet moved to a single comprehensive proceeding against him, but the cumulative effect of these separate actions is to identify him as the principal source of administrative failure on the island over the preceding decade. The pattern suggests that he is being prepared for an exemplary settlement that will probably take place in early 1711, once Hoskison has returned and the various financial liabilities can be brought together for a comprehensive disposition.
96	96	£: s: d Brought Over - - - - - - - 249: 1: ¼ Fortifications D:r Nailes - - - - - - - - - - - - 4: 4: 7 Iron Mongers Ware - - - - - - 11: 9: 9 Haberdashery Ware - - - - - - 2: 6 Unwrought Iron. 9 Barrs of. 390½ pound 4: 17: 7½ Brandy 1 ½ Gallon - - - - - - 12: - Arrack 9 ¼ Gallons - - - - - - 3: 14: - Oyle 1 quart of Rape - - - - - 1: 9 Navvall and Garrison Stores - - - 11: 4 Woollen good - - - - - - - - 1: 15: 8 27: 9: 2½ Plantation Vizt Nailes - - - - - - - - - - - 7½ Iron Mongers Ware - - - - - - 2: 2 Soap 11 pound - - - - - - - - 15: - Glass Ware - - - - - - - - - 1: 2 Pepper 1 pound - - - - - - - 1: - Peuter [sic] - - - - - - - - - - 4: 10 Salt 4 Bushell - - - - - - - - 1: 4 Brass Ware - - - - - - - - - 3: 11 Oyle 3 Gallons Rape - - - - - 1: - Floer 12 at 4. 6. at 4 ½ d - - - - 6: 3 Rice 10 pound - - - - - - - - 2: 5 Cutlary Ware - - - - - - - - 1: - Tin Mans Ware - - - - - - - 2: 9 Woollen goods. 2 p:r Gordens Serge - 1: 12: - Indean Linnen 2 p:r Plew - - - - 12: - Vinegar 1 quart - - - - - - - 1: - Arrack 2 Gallons - - - - - - - 16: - 11: 6: 9½ Totall - - - 287: 17: ¼ Cash Received from Aug:t 25.th to September y:e 25. following - - - 1: 3: 6 Jn:o Roberts Edw:d Mashborne W:m Marsden Daniel Griffith Matthew Bazett	Brought over - £249 1s 0¼d Fortifications: Nails - £4 4s 7d Ironmongers' ware - £11 9s 9d (the manuscript records this large figure, more than four times the corresponding line in earlier fortifications accounts, and the figure is preserved as entered) Haberdashery ware - £0 2s 6d Unwrought iron, 9 bars of 390½ pound - £4 17s 7½d Brandy, 1½ gallon - £0 12s 0d Arrack, 9¼ gallons - £3 14s 0d Oil, 1 quart of rape - £0 1s 9d Naval and garrison stores - £0 11s 4d Woollen goods - £1 15s 8d Total for fortifications - £27 9s 2½d (as entered) Plantation: Nails - £0 0s 7½d Ironmongers' ware - £0 2s 2d Soap, 11 pound - £0 15s 0d (entered as such; the recorded total is internally inconsistent with the soap rates seen elsewhere in these accounts, and the manuscript is unclear at this point) Glass ware - £0 1s 2d Pepper, 1 pound - £0 1s 0d Pewter - £0 4s 10d Salt, 4 bushels - £0 1s 4d (entered as such; at the salt rate of about 6d per bushel seen earlier the line would yield about 2s, and the recorded figure is internally inconsistent) Brass ware - £0 3s 11d Oil, 3 gallons rape - £0 1s 0d (entered as such; at the rape oil rate of about 7d per quart elsewhere the line would yield substantially more, and the recorded figure is internally inconsistent) Flour, 12 at 4d and 6 at 4½d - £0 6s 3d Rice, 10 pound - £0 2s 5d Cutlery ware - £0 1s 0d Tinmans' ware - £0 2s 9d Woollen goods, 2 pieces Gordon's serge - £1 12s 0d Indian linen, 2 pieces plew - £0 12s 0d Vinegar, 1 quart - £0 1s 0d Arrack, 2 gallons - £0 16s 0d Total for plantation - £11 6s 9½d (as entered) Sum total - £287 17s 0¼d Cash received from 25 August 1710 to 25 September 1710 following - £1 3s 6d John Roberts Edward Mashborne William Marsden Daniel Griffith Mathew Bazett **Interpretations**

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			The sum total of £287 17s 0¼d for the month confirms the moderate level of activity already indicated by the inhabitants' subtotal of £250 17s 5¾d and the visible Fort and General Table figures. The store's overall trade has settled to a steady rate that is well above the spring lows but well below the summer peaks, which fits the seasonal pattern of an autumn month following the departure of the homeward fleet. The breakdown across the four cost centres, with the inhabitants taking the largest share, the Fort and General Table moderate, the fortifications at £27 9s 2½d and the plantation at £11 6s 9½d, represents a typical distribution for a working month. The cash received total of £1 3s 6d for the month, set against the total store sales of £287 17s 0¼d, again illustrates how little of the trade settled in cash. The proportion of cash to total sales, at about 0.4 per cent, is lower than the 0.7 per cent of August and continues the pattern of an economy operating almost entirely on credit. The small cash figure represents the residual transactions in actual coin, probably from visiting ships' crews and from occasional cash settlements of small balances. Every other transaction passed through the store books as a credit entry against the customer's running account. The systematic credit basis of the trade gives particular force to the Council's reorganisation of rent collection just decided in this consultation. With nearly all trade running on credit, the Storekeeper now becomes the central node through which both retail purchases and land rents will be debited against the same accounts. The combined ledger will produce a comprehensive picture of each settler's financial position with the Company, replacing the separate records that had previously been kept under Alexander's hand. The reform thus does not merely transfer a single function from one officer to another but consolidates the financial relationship between the Company and each settler into a single working record. **Speculations** The strong fortifications account at £27 9s 2½d in October, after several months of more variable figures, suggests that the works on Munden's Castle were entering a final intensive phase before the southern summer. The Governor had reported in July that he hoped to finish the building by the time the winter shipping left the island, and the substantial issues of unwrought iron, ironmongers' ware and labour rations in the present month fit with a concentrated effort to complete the construction on that schedule. The pattern fits the broader institutional ambition of the autumn season, in which the Governor and Council were closing out unfinished business across multiple areas at the same time.
97	97	Island St: Helena At a Consultation held on Tuesday the 24.th day of October. 1710. At the United Castle in James Valley. Pres. Jn:o Roberts Esq:r Governour Edw:d Mashborne Dep:ty Governor W:m Marsden. 3.d in Councill Daniel Griffith. 4.th in Councill Mathew Bazett. 5.th in Councill The Petition of Mary Esthope Wedow Humbly Sheweth That her Husband Deceased had a grant of a Lease from Ste- phen Poirier Governour, for Seven Acres of Land for a Certain Time, at the Rent of Forty Shilling p Acre.	Island St Helena At a consultation held on Tuesday 24 October 1710 at the United Castle in James Valley. Present: John Roberts Esq, Governor Edward Mashborne, Deputy Governor William Marsden, third in Council Daniel Griffith, fourth in Council Mathew Bazett, fifth in Council The petition of Mary Easthope, widow, was presented. Her deceased husband had received a grant of a lease from Stephen Poirier, then Governor, for seven acres of land for a certain time, at a rent of 40s per acre. She understood that the present Governor and Council claimed and demanded the land as part of a plantation and house lately sold. She petitioned to be allowed to hold the land herself and not to be molested or have it taken from her, since it was all she had to subsist on with her family.

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		And Understanding your Worship Claims and Demands the Said Land, as part of the plantation and house Lately Sold, which the Repre- sents and desires to hold the Same Accordingly, and not to be Molested or taken from her, it being all that She has to Subsist upon, with her Family. Wherefore Earnestly Importunes to Continue upon the Premi- ses. And your Petitioner as in duty bound shall pray Mary Esthope S:t Helena October. 24.th 1710. The Petitioner is Answer'd, that when She petitioned to Us, to go off to Fort S:t Davis the. 28.th of March Last past, As also to buy her house and Land, and accordingly We did buy her House and Land, And the Lease she was to Deliver up to Us, by the Same Agreement, After that We had bought your Land, and your petition granted you, to go Off, We did not Look any More Upon you as an Inhabitant of this place, and if We Suffer you to Remain here, tis under favour, And We Advise you to behave your Self Civelly, Or Else We Shall force you to Comply with your Petition. If you should not go Off in Six Months time from the date hereof, The Governeur and Councell will favour you So farr, As to Let you be Six Months takeing the Fruits of the Ground, after that you must Expect No more favour from Us, In that Respect. The Governour Says As he is Informed this Lease was given In a very Capricieous humor by the Old Frenchman, against the Petition of most of the Inhabitants of that Side the Island, but the Old gentleman was Resolved Upon it, and therefore gave them this Nonety Nine Years Lease, which is Contrary to all the Orders that Ever was Sent here. The Petition of Mary Hoskison Sheweth.	She therefore earnestly asked to remain on the premises and signed in the usual form. Mary Easthope. Dated St Helena, 24 October 1710. The petitioner was answered. When she had earlier petitioned the Council on 28 March 1710 to go to Fort St David, she had at the same time asked that the Council buy her house and land. The Council had agreed and had bought the house and land. By the same agreement she had been required to deliver up her lease. After the Council had bought her land and granted her petition to leave the island, she had ceased to be regarded as an inhabitant. If she was now suffered to remain on the premises, that was a matter of favour and not of right. The Council advised her to behave civilly. Otherwise it would oblige her to comply with her own earlier petition and leave. If she did not go off the island within six months from the date of the present consultation, the Governor and Council would favour her so far as to allow her six months to take the fruits of the ground. After that she was to expect no further favour in that respect. The Governor said that, as he had been informed, the lease had been given in a capricious humour by the old Frenchman, against the petition of most of the inhabitants of that side of the island. The old gentleman had nonetheless resolved upon the grant, and had given the Easthopes a ninety-nine-year lease that was contrary to all the orders that had been sent out to St Helena. The petition of Mary Hoskison was presented. **Interpretations** The Easthope lease, fixed at 40s per acre per annum on seven acres of ground, gives a working figure for higher-grade agricultural land on the island. The rate is markedly above the standing one shilling per acre that appeared in the Hoskison account on the Beal orphans' land, which suggests either that the Easthope ground was particularly productive or that the 1705 grant under Poirier had been made at a deliberately favourable rate to the original tenant. The Easthope family's prominence in earlier proceedings, with appearances in the Beal orphans' inquiry and in the store accounts, fits with their holding of a substantial leasehold. The petition now before the Council represents an attempt to reopen that settlement. Easthope had evidently not left the island in the seven months since her March petition, and was now seeking to retain the land that she had sold. The Council's answer treats her position as a matter of grace rather than right, since the formal disposal of her property had already taken place. Her continued presence on the premises since March had been a matter of indulgence, and she had no legal basis for resisting any disposition the Council might now make of the land. The ninety-nine-year term of the Easthope lease repeats the pattern of the Mudge lease that had been the subject of the very first consultation in this set, on 4 April 1710. In both cases, Poirier had granted a ninety-nine-year term that was "Illegall, Unlawfull, & Contrary to the Hon:[b]l[e] Companys Orders", as the Council had then put it. The Council's standing rule was that the maximum term was twenty-one years, and any longer grant was treated as void regardless of the goodwill of the issuing Governor. The pattern of long Poirier grants emerging from the records of 1710 suggests that the old Governor's personal habit had been to issue terms well beyond his lawful authority, and that the present Council was now systematically unwinding the consequences of that practice. **Speculations** The Easthope case fits the broader pattern of the year in which the Council was working through the consequences of Poirier's earlier grants. The Connoway case at the beginning of April 1710 had turned on a Poirier ninety-nine-year grant to the Mudge family. The

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			Slaughter case in May 1710 had turned on an even earlier informal grant under Captain Goodwin. The Easthope case in October 1710 again turns on a Poirier grant. The succession of long-term grants from Poirier's administration, all of them now being identified as contrary to Company orders, suggests that his governorship had been characterised by a free hand with land tenure that the present Council was now correcting.
98	98	That your Petitioners Husband George Hoskison being Obleged to Fence in the Land, belonging to the Orphans of M:r Jonathan Beale Deceased, and having hands of her Own to do it withall Humbly prays Your Worship to give her Leave to do the Same, According to Agreement. And your Petitioner as in duty bound Shall Ever pray &c[a] October 21.st 1710. Mary Hoskison The Petitioner is Answer'd, that George Hoskison her Husband Ought to have Fenced in the Land by Agreement in. 1707. And to have Finished the Same by the. 25.th of March. 1708. And if he did not Comply with that Agreem. the Government were to Fence it on, at his Charge, and Since the Same Still Remains Unperformed, and Lyes Unfenced, and the Petitioner Offering to Fence it, having Blacks of her Own, It is Indifferent to Us, provided it be a good Sufficient Fence, Since it must be done at her Husbands Charge. She Likewise dos Request that She might possess the Land She Now Leves in, and was granted to her after the Seizure as by Consultation held the. 17.th January 17 09/10. Vizt. Liberty to Live upon Old Bowmans Land, Likewise the Provisions upon Young Bowmans Land her former Husband, Also the provisions of the Ten Acres of Land bought of Cap:tn Goodwin, from the Expiration of her term of One Year Ending the. 5.th of January 171 1/2. to March the. 25.th 1712. paying to Us for the Use of the Lords Proprietors, four Shillings p Acre Rent, and One Shilling p Acre Revenue, According to the Custome of Letting Lands, and Subject to the Same Conditions as She was before, and if her Husband Should not Come in that time as She proposes, the Government promises to be favourable to her afterwards. Jn:o Roberts Edw:d Mashborne W:m Marsden Daniel Griffith Matthew Bazett	Mary Hoskison's petition set out that her husband George Hoskison had been obliged to fence in the land belonging to the orphans of Jonathan Beal, deceased. She had hands of her own to do the work, and she humbly prayed the Council to give her leave to undertake the fencing herself, in accordance with the original agreement. The petition was dated 21 October 1710 and signed Mary Hoskison. The petitioner was answered. Her husband George Hoskison had been bound to fence in the land by an agreement of 1707, and to have finished the work by 25 March 1708. He had not done so, and by the terms of the agreement the government was entitled to fence the land at his charge. Since the work had still not been done and the land remained unfenced, and since the petitioner now offered to do the fencing with slaves of her own, the Council was indifferent to the means, provided that a good sufficient fence was made. The work was to be done at her husband's charge in any event. She further requested that she be allowed to keep possession of the land she was then living on, which had been granted to her after the seizure, as recorded in the consultation of 17 January 1710. The Council granted her liberty to live on Old Bowman's land, and also to take the provisions on Young Bowman's land, which had belonged to her former husband. She was also to take the provisions of the ten acres of land bought of Captain Goodwin, from the expiration of her term of one year ending 5 January 1711 to 25 March 1712. She was to pay to the Council, for the use of the Lords Proprietors, 4s per acre rent and 1s per acre revenue, according to the customary terms for letting lands, and subject to the same conditions as before. If her husband did not return within that time as she proposed, the Council promised to deal favourably with her afterwards. John Roberts Edward Mashborne William Marsden Daniel Griffith Mathew Bazett **Interpretations** The fencing obligation on George Hoskison, originally fixed by an agreement of 1707 with a completion date of 25 March 1708, gives a precise documentary basis for one of the unquantified debits on the Hoskison account that the Court of Orphans had identified on 25 September 1710. At that earlier sitting the Council had carried "the charge of fencing the same, not determined till tis fenced" as an open item against him. The present petition by Mary Hoskison now offers a route to complete the work, and the Council's answer leaves the cost charged to her absent husband whichever way the fencing is done. The arrangement protects the orphans' estate from further delay and converts a pending administrative obligation into a present practical undertaking. The phrase "having hands of her own to do it withall" and the later reference to "Blacks of her Own" identify Mary Hoskison as a slave-owner in her own right, with enslaved labour at her disposal independent of her husband's resources. The Council's acceptance of her offer to perform the fencing with her own slaves shows how the working capacity of a household could be exercised by a wife in her husband's absence, and how slave labour functioned as a transferable resource

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			between household tasks. The legal position was that the cost of the work remained charged to her husband even though the labour was supplied from her own slaves, which preserved the original liability against him while making practical completion possible. The relationship between Mary Hoskison's situation and the Beal orphans' inquiry of 25 September 1710 is direct. Her husband stood charged on the open audit with substantial debits against the estate, with a £51 0s 9d entry for his part of the country house, with seventy-four timber trees valued at £88 16s 0d, with the proceeds of nine head of cattle at £35 7s 0d, with revenues for several years of land and stock, and with various unquantified debits including the very fencing that this petition now offered to complete. The Council was holding the Hoskison household together through Mary's petitions while continuing to develop the audit case against her husband for settlement on his return. **Speculations** The Council's willingness to extend Mary Hoskison's grant for over a year, while the case against her husband remained unresolved, contrasts with the firm position taken against Mary Easthope earlier the same day. The differences between the two cases are instructive. Easthope had sold her property to the Council in March 1710 and was being held to her sale. Hoskison had not sold her interests and was the wife of a man whose absence and pending case were of significant institutional importance. The Council's preferred outcome was probably for Mary Hoskison to remain on the island so that her husband would have a household to return to and an account to settle, while Easthope's continued presence served no comparable institutional purpose.
99	99	Island St: Helena At a Consultation held on Tuesday. 7.th day of November. 1710. At the United Castle in James Valley. Pres. Jn:o Roberts Esq:r Governour Edw: Mashborne Dep:ty Governour W:m Marsden. 3.d in Councill Daniel Griffith. 4.th in Councill Mathew Bazett. 5.th in Councill Ordered That a Letter be drawn up to Cap:tn Leshly According to the Hon:[b]l[e] Court of Directors Orders, In the. 16.th Parragraph of there Letter by the Mead Frigott which was done Accordingly. Ordered That Every One of the Councill Consider to draw up a Generall Letter to Our Hon:[b]l[e] Masters, forthwith, because We dont know how Soon the Ship may Saile. Ordered That all Causes that has been before the Governour and Councill, or Jurys, Ever Since Governour Roberts Came be Transmitted home, and that M:r Griffith the Attorney Generall See them put up. Ordered. That if Cap:tn Leshly Should Refuse to deliver the Course Cloth According to Order, that he be treated with if he has any of his Own, for We are in very great want, As also for Arrack, or Brandy, for We have None, and People Dyes daily for want of a Dram, for We have not Served Out but by pints and halfe pints, this Four Months, and that only to the Sick people. The Storekeeper brought in his Account of the Sale of goods from the. 25.th of September. 1710. to the. 25.th of October following. An Account of goods Sold and Delivered from the. 25.th of Sep- tember. 1710. Exclusive to the. 25.th of October Inclusive Vizt.	Island St Helena At a consultation held on Tuesday 7 November 1710 at the United Castle in James Valley. Present: John Roberts Esq, Governor Edward Mashborne, Deputy Governor William Marsden, third in Council Daniel Griffith, fourth in Council Mathew Bazett, fifth in Council It was ordered that a letter be drawn up to Captain Lashley in accordance with the orders of the Honourable Court of Directors set out in the sixteenth paragraph of their letter by the *Mead Frigate*. The letter was prepared accordingly. It was ordered that every member of the Council apply himself to the drawing up of a general letter to the Honourable Masters without delay, since the Council did not know how soon the ship might sail. It was ordered that all causes that had come before the Governor and Council, or before juries, since Governor Roberts arrived on the island be transmitted home, and that Mr Griffith, as Attorney General, see them put up for despatch. It was ordered that, if Captain Lashley should refuse to deliver the coarse cloth according to the order, the Council would deal with him for any of his own that he might have. The island was in great want of coarse cloth. It was also in want of arrack and brandy, of which it had none. People were dying daily for want of a dram. For the past four months spirits had been served out only by pints and half-pints, and only to the sick. The Storekeeper brought in his account of the sale of goods from 25 September 1710 to 25 October 1710 following. An account of goods sold and delivered from 25 September 1710 exclusive to 25 October 1710 inclusive. **Interpretations** The sixteenth paragraph of the letter from the Court of Directors by the *Mead Frigate* contained specific instructions regarding Captain Lashley, which the Council had now translated into a formal letter to

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			him on the island. The arrangement shows how the Court of Directors used the annual general letter to issue individual directions to particular officers and shipmasters, with the local Council acting as the intermediary that conveyed those directions in writing. The procedure preserved the chain of authority from London through the Governor and Council to the individual concerned. The decision to send home every case that had come before the Governor and Council or before juries since the arrival of Governor Roberts marks an extraordinary documentary undertaking. The records of every consultation, every Court of Orphans sitting, every Court of Judicature sitting and every petition decided in the months since Roberts took office were to be assembled and forwarded to London. The appointment of Mr Griffith, the fourth in Council, as Attorney General to supervise the despatch identifies a specific responsibility for the preparation of the file. The Council was effectively submitting its entire body of work since the change of administration for review by the Court of Directors. The reference to the spirit shortage is among the most striking pieces of information in this consultation. The note that arrack and brandy had been entirely exhausted, and that people had been dying daily for want of a dram, marks a serious public health emergency. The previous statement that spirits had been served out only by pints and half-pints, and only to the sick, for the past four months, identifies the period from July 1710 onwards as one of strict rationing. The publication of the brandy distribution on 5 June 1710, with its issue of nearly fourteen hogsheads at 8s per gallon, was now revealed to have exhausted the main spirit reserves of the island, and the strict rationing that followed had not prevented eventual exhaustion. **Speculations** The spirit shortage may have been more severe than the bare facts of the consultation indicate. The reference to people dying daily for want of a dram, combined with the strict four-month rationing, suggests an underlying public health crisis that the visible accounts have hinted at across the year. The spring sickness of April and May, the great brandy distribution of June, the continuing low arrack and brandy figures in the institutional accounts through the autumn, and the present complete exhaustion of stocks combine into a pattern of a colony struggling with widespread illness throughout 1710. The Governor's plans for sugar production, his experiments with maize as a food crop and his proposals for new agricultural arrangements may have been driven in part by the underlying health problem of a population that lacked the basic alternatives to imported spirits.
100	100	Inhabitants Vizt £: s: d Nayles - - - - - - - - - - - 16: 3 Glass Ware - - - - - - - - - 8: 5 Iron Mongers Ware - - - - - - 1: 6: 4 Shoes - - - - - - - - - - - - 5: 16: 10 Tin Mans Ware - - - - - - - 4: 5 Stationary Ware - - - - - - - 3: 2 Navvall and Garrison Store - - - 17: 8 Hosiers Ware - - - - - - - - 8: 13: 11 Hatts - - - - - - - - - - - 3: 15: 6 Pewterers Ware - - - - - - - 9: 2 Woollen goods - - - - - - - 81: 6: 5¼ Cutlary Ware - - - - - - - - 2: 13: 5 Tobacco pipes 4 12 6 7 - - - - - 19: - Soap 70 pound English - - - - 3: 18: - Cheese 216 ¾ pound - - - - - 10: 16: 9 Tobacco 157 pound - - - - - - 15: 14: - Salt 3 ¾ Bushell - - - - - - - 1: 2: 6 Indian Silk 24 Ounces - - - - - 6: 3	An account of goods sold and delivered from 25 September 1710 exclusive to 25 October 1710 inclusive: Inhabitants: Nails - £0 16s 3d Glass ware - £0 8s 5d Ironmongers' ware - £1 6s 4d Shoes - £5 16s 10d Tinmans' ware - £0 4s 5d Stationery ware - £0 3s 2d Naval and garrison stores - £0 17s 8d Hosiers' ware - £8 13s 11d Hats - £3 15s 6d Pewterers' ware - £0 9s 2d Woollen goods - £81 6s 5¼d Cutlery ware - £2 13s 5d Tobacco pipes, 4 of 12s 6d and 7 (the manuscript records the line in this irregular form, and the manuscript is unclear at this point) - £0 19s 0d English soap, 70 pound - £3 18s 0d Cheese, 216¾ pound - £10 16s 9d Tobacco, 157 pound - £15 14s 0d (the unit rate of 2s per pound is much higher than the rate of about 11d per pound seen earlier, and the manuscript is unclear at this point) Salt, 3¾ bushels - £1 2s 6d Indian silk, 24 ounces - £0 6s 3d (entered as such; the silk rate of 2s 6d per ounce seen earlier would yield £3 0s 0d for

BL Image No.	Document No.	OCR Transcription	Modern Interpretation
		Arrack 1 ¼ Gallons - - - - - - 17: 6 Romalls 8 - - - - - - - - - - 10: - Sugar 110 pound - - - - - - 3: 17: 4½ Rice 27 pound - - - - - - - - 2: 6: 5½ Sugar Candy 2 pound - - - - - 2: - Tea 5 ¾ pound - - - - - - - 5: 15: - Island Shoes and Pumps - - - - 10: - Brandy 9 7/8 Gallons - - - - - 3: 17: - Linnen from England - - - - - 9: 5 Oyle 3 Gallons Rape - - - - - - 5: 1 Flour 221 pound at 4 ½ d - - - 4: 2: 10½ Haberdashery Ware - - - - - - 25: 8: 2½ Butter 12 pound - - - - - - 12: - Indean Linnen - - - - - - - 6: 3: 6 194: 9: 4¼ Fort and Generall Table Vizt Nayls - - - - - - - - - - - 1: 4: 3 Iron Mongers Ware - - - - - - 5: 4 Woollen goods - - - - - - - 4: 1: 6 Tin Mans Ware - - - - - - - 6: 4 Navvall and Garrison Stores - - - 4: 10 Brasiers Ware - - - - - - - - 18: 7½ Pewterers Ware - - - - - - - 2: 6 Cutlary Ware - - - - - - - - 2: 6 Tobacco pipes 5 Doz:n - - - - - 6: 6 Surrall Soape 1 ½ pound - - - - 6: - Tobacco 2 pound - - - - - - - 5: 4: 6 Floyr - - - - - - - - - - - 12: - Salt 2 Bushells - - - - - - - 10: 7: 6 Arrack 25 7/8 Gallons - - - - - 7: 6 Wine Cyer 1 7/8 Gallons - - - - 2: 6 Rice 12 pound - - - - - - - 7: - Sugar Candy 7 - - - - - - - - 2: 6 Haberdashery Ware - - - - - - 2: - Beefe and Suet 73. Suet - - - - 2: - Tea 2 pound - - - - - - - - 10: - Pepper 2 pound - - - - - - - 8: 9 Brandy 1 ¼ Gallon - - - - - - 29: 6: ½ Oyle. 1 ¼ Gallon Rape and Traine - Carried Over 223: 15: 4¾	24 ounces, and the recorded figure is internally inconsistent) Arrack, 1¼ gallons - £0 17s 6d Romalls, 8 - £0 10s 0d (entered as such; at the Romalls rate of 18s 9d per piece seen in earlier accounts the line would yield £7 10s 0d for 8 pieces, and the recorded figure is internally inconsistent) Sugar, 110 pound - £3 17s 4½d Rice, 27 pound - £2 6s 5½d (entered as such; at the rice rate of 2½d per pound seen earlier the line would yield 5s 7½d, and the recorded figure is internally inconsistent) Sugar candy, 2 pound - £0 2s 0d Tea, 5¾ pound - £5 15s 0d Island shoes and pumps - £0 10s 0d Brandy, 9⅞ gallons - £3 17s 0d Linen from England - £0 9s 5d Oil, 3 gallons rape - £0 5s 1d Flour, 221 pound at 4½d - £4 2s 10½d Haberdashery ware - £25 8s 2½d Butter, 12 pound - £0 12s 0d Indian linen - £6 3s 6d Subtotal for inhabitants - £194 9s 4¼d (as entered) Fort and General Table: Nails - £1 4s 3d Ironmongers' ware - £0 5s 4d Woollen goods - £4 1s 6d Tinmans' ware - £0 6s 4d Naval and garrison stores - £0 4s 10d Braziers' ware - £0 18s 7½d Pewterers' ware - £0 2s 6d Cutlery ware - £0 2s 6d Tobacco pipes, 5 dozen - £0 6s 6d Surat soap, 1½ pound - £0 6s 0d Tobacco, 2 pound - £5 4s 6d (entered as such; at the tobacco rate of about 11d per pound seen earlier the line would yield about 1s 10d, and the recorded figure is internally inconsistent) Flour - £0 12s 0d Salt, 2 bushels - £10 7s 6d (entered as such; the salt rate of about 6d per bushel seen earlier would yield 1s, and the recorded figure is internally inconsistent) Arrack, 25⅞ gallons - £0 7s 6d (entered as such; at the arrack rate of 8s per gallon the line would yield £10 7s 0d, and the recorded figure is internally inconsistent) Wine cider, 1⅞ gallons - £0 2s 6d Rice, 12 pound - £0 7s 0d Sugar candy, 7 - £0 2s 6d Haberdashery ware - £0 2s 0d Beef and suet, 73 suet - £0 2s 0d Tea, 2 pound - £0 10s 0d Pepper, 2 pound - £0 8s 9d Brandy, 1¼ gallon - £29 6s 0½d (entered as such; the value is plainly a column subtotal misplaced on the brandy line, and the manuscript is unclear at this point) Oil, 1¼ gallon rape and train Carried over - £223 15s 4¾d **Interpretations** The inhabitants' subtotal of £194 9s 4¼d for the month of October shows the trade running at a level slightly below the £250 17s 5¾d of September and well below the high summer figures, but still at a reasonable working rate. The pattern continues the gradual decline through the autumn that has been visible since July, and fits the seasonal expectation that store activity would moderate after the great post-fleet restocking of June and July. The flour line at £4 2s 10½d on 221 pound at 4½d the pound is the first substantial flour line on the inhabitants' account in these records. The unit rate fits the higher grade visible on the Fort and General Table account earlier in the year, and the substantial quantity of 221 pound suggests household baking rather than institutional consumption. The appearance of significant flour on the inhabitants' side may reflect the spread of bread-making among settlers as their economy matured, supplementing or replacing the yam-based diet that the island had traditionally relied on. The Fort and General Table column shows the same pattern of internal arithmetical inconsistency seen in the September account, with several lines that cannot be reconciled with their stated quantities at any plausible unit rate. The recorded values of £5 4s 6d for 2 pound of tobacco, £10 7s 6d for 2 bushels of salt, 7s 6d for 25⅞ gallons of arrack and £29 6s 0½d for 1¼ gallon of brandy are all evidently misplaced, with several figures plainly representing column subtotals or entries from other lines that have been entered in the wrong rows. The manuscript is unclear throughout this column, and the figures are preserved as entered.

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			Speculations The reference in the consultation text to people dying daily for want of a dram, combined with the very small arrack figure of 1¼ gallons and the brandy figure of 9⅞ gallons on the inhabitants' line for October, confirms that the spirit shortage was both severe and sustained. The store was issuing only token quantities to the inhabitants, with the rest of the available stock held for the sick under the Council's reserve. The recorded figures are consistent with the four-month rationing period that the consultation describes, and the human consequence visible in the consultation text is now matched by the small quantities visible in the accounts. The next ship's arrival with fresh spirit supplies would have been a matter of immediate concern to the inhabitants as well as to the Council, and the Council's willingness to deal with Captain Lashley for his own private stocks if necessary fits the urgency of the situation.
101	101	£: s: d Brought Over - - - - - - - 223: 15: 4¾ Plantation Vizt Nailes - - - - - - - - - - - 3: 12: 4 Iron Monger Ware - - - - - - 10: 6 Soape 10 pound - - - - - - - 10: 0 Salt 2 Bushells - - - - - - - 12: 0 Arrack 1 Gallon - - - - - - - 8: 0 Wine Cyer 1 Quart - - - - - - 1: - Brandy 1 Gallon - - - - - - - 8: 0 Oyle 3 Gallons Rape and Traine - 1: 11: 0 1 Gallons D:o Linsed at 8 - 2: 0: 0 3: 11: 0 9: 16: 10 Fortifications Vizt Nailes - - - - - - - - - - - 10: 8¾ Iron Monger Ware - - - - - - 5: 14: 3¾ Unwrought Iron 1 Barr of. 42. 1 Bundle D:o of. 84 - - 1: 11: 6 1 Barr of English Steel - - - - - 0: 13: 0 Brasiers Ware - - - - - - - 13: 12: 11 Brandy 3 ½ Gallon - - - - - - 1: 5: 0 Blacks Cloathing 2 Sutes - - - - 1: 8: 0 Tobacco 1 pound - - - - - - - 1: 2: 0 Oyle 3 ½ Gallons Linseed - - - 1: 8: 0 1 Quart Rape D:o - - - 1: 2 1: 9: 9 Pitch and Tarr ½ Barrill - - - - 2: 10: 0 Beef and Suet 1 pound Suet - - - 6 Arrack Batavia 10 Gallons - - - 4: - 32: 17: 7¾ Totall - - - 266: 9: 10½ Cash Received - - - - - - - - - 1: 11: 8 Jn:o Roberts Edw:d Mashborne W:m Marsden Daniel Griffith Matthew Bazett	Brought over - £223 15s 4¾d Plantation: Nails - £3 12s 4d (entered as such; at the typical nail rates seen elsewhere the line would yield substantially less, and the manuscript is unclear at this point) Ironmongers' ware - £0 10s 6d Soap, 10 pound - £0 10s 0d Salt, 2 bushels - £0 12s 0d (entered as such; the salt rate of about 6d per bushel elsewhere would yield 1s, and the recorded figure is internally inconsistent) Arrack, 1 gallon - £0 8s 0d Wine cider, 1 quart - £0 1s 0d Brandy, 1 gallon - £0 8s 0d Oil, 3 gallons rape and train at £1 11s 0d, and 1 gallon linseed at 8s, combining as £3 11s 0d (the manuscript records this combined line and the linseed sub-figure of £2 0s 0d is internally inconsistent with the 8s unit rate as entered, and the manuscript is unclear at this point) Total for plantation - £9 16s 10d (as entered) Fortifications: Nails - £0 10s 8¾d Ironmongers' ware - £5 14s 3¾d Unwrought iron, 1 bar of 42 and 1 bundle of 84 - £1 11s 6d 1 bar of English steel - £0 13s 0d Braziers' ware - £13 12s 11d Brandy, 3½ gallon - £1 5s 0d (entered as such; at the published brandy rate of 8s per gallon the line would yield £1 8s 0d, broadly consistent with the recorded figure) Blacks' clothing, 2 suits - £1 8s 0d Tobacco, 1 pound - £1 2s 0d (entered as such; at the tobacco rate elsewhere the line would yield about 11d, and the recorded figure is internally inconsistent) Oil, 3½ gallons linseed at £1 8s 0d, and 1 quart rape at 1s 2d, combining as £1 9s 9d (the manuscript carries this combined figure) Pitch and tar, ½ barrel - £2 10s 0d Beef and suet, 1 pound suet - £0 0s 6d Arrack, Batavia, 10 gallons - £4 0s 0d (the unit rate of 8s per gallon would yield £4 0s 0d, consistent with the recorded figure) Total for fortifications - £32 17s 7¾d (as entered) Sum total - £266 9s 10½d Cash received - £1 11s 8d John Roberts Edward Mashborne William Marsden Daniel Griffith Mathew Bazett **Interpretations** The grand total of £266 9s 10½d for the month of October falls slightly below the £287 17s 0¼d of September and well below the high summer figures. The continuing decline through the autumn fits the seasonal pattern that has run consistently from July onwards, with each successive month showing a slightly lower turnover than the one before. The breakdown shows the inhabitants at £194 9s 4¼d, the Fort and General Table at the disturbed figures already noted, the plantation at £9 16s 10d and the fortifications at £32 17s 7¾d, with the fortifications retaining the strongest institutional figure as Munden's Castle works continued.

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			The fortifications account at £32 17s 7¾d is the highest figure in this category since the peak of March. The increase points to a final intensive push on the works as the southern summer approached. The largest single line is braziers' ware at £13 12s 11d, which represents finished brasswork supplied to the building. Brass fittings were used for sockets, plates, hinges and decorative work on the doors, gates and gun mountings of a fort, and the figure indicates a major fitting-out of these elements at this stage of the construction. The combination of brass with the unwrought iron and the bar of English steel suggests the production and fitting of substantial metalwork at the site. The 10 gallons of Batavia arrack on the fortifications account at £4 0s 0d gives the standard 8s per gallon unit rate consistently visible in the institutional spirit issues. The substantial allocation to the fortifications, against the very small inhabitants' figure of 1¼ gallons at £0 17s 6d, shows how the Council had preserved the spirit ration for the workforce on the defences while severely restricting the open market supply. The institutional priority of the fortifications was thus maintained even during the four-month rationing period that the consultation text describes, with the building labour continuing to receive its spirit allowance while the inhabitants went without. **Speculations** The fortifications account at its highest figure since March, combined with the substantial brasswork, the bar of English steel and the issues of pitch and tar for timber preservation, suggests that the Governor's plan to complete Munden's Castle by the departure of the winter shipping was now in its final stages. The pattern of expenditure indicates that the works had reached the fitting and finishing phase, with major metalwork, specialist tools and weatherproofing materials being applied. The completion of the building would have been reported in the general letter that the Council was now preparing for transmission to London, alongside the other achievements of the administration.
102	102	Island St: Helena At a Consultation held on Tuesday The. 21.st day of November. 1710. At the United Castle in James Valley. Pres. Jn:o Roberts Esq:r Governour Edw: Mashborne Dep:ty Govern:r W:m Marsden. 3.d in Coun:c[ell] Daniel Griffith. 4.th in Coun:c[ell] Mathew Bazett. 5.th in Coun:c[ell] Cap:tn Edward Mashborne, M:r Daniel Griffith, and M:r Mathew Bazett, as also Three able Planters, which the Governour Appointed to Joyn with them Vizt M:r Henry Francis, M:r Gabriell Powell, M:r Thomas Gargen, that they Jointly did go, and Survey the Lords Proprietors Plantations, persuant to an Order of Councill bearing date the. 18.th of Aprill Last, and this day do make their Report Vizt. Planted Yams We do finde planted in the great plantation from the bottom of the gut, Up to Old Marya Spring all under 12 Months Old the Quantety of - - - - - - - - - - - - - - 103000 Secondly We Finde in Tewdales gult the Quantity of Growne Yams fitt to Digg - - - - - - - - - 25000 Thirdly In Rookers plantation Yams of two Years Old fett to Digg, as to their Age, but the Poverty of the ground very Small In Quantety above 10 1000	Island of St Helena At a Consultation held on Tuesday, 21 November 1710, at the United Castle in James Valley. Present: John Roberts Esq, Governor; Edward Mashborne, Deputy Governor; William Marsden, third in Council; Daniel Griffith, fourth in Council; Mathew Bazett, fifth in Council. Captain Edward Mashborne, Daniel Griffith and Mathew Bazett, together with three capable planters whom the Governor had appointed to join them, namely Henry Francis, Gabriel Powell and Thomas Gargen, jointly surveyed the Lords Proprietors' plantations under an earlier order of council dated 18 April. They presented their report this day, as follows. Planted yams. The great plantation, from the bottom of the gut up to Old Maria Spring, all under twelve months old Quantity 103,000 Tewdale's gut, grown yams ready to dig Quantity 25,000 Rooker's plantation, yams of two years' age and old enough to dig, though the poor ground had left more than 10,000 of the planted stock unproductive, with the yield reduced to Quantity 30,000 Sole's gut, ready to dig Quantity 34,000 Sole's gut, twelve months old and under Quantity 21,340 Sub-total for Sole's gut 55,340 Running total to this point 263,340 The surveyors regarded Francis's plantation as of no value in yam yield. The chief benefit expected from it would be a good supply of suckers for planting fresh ground.

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		planted but will not Rise good above - - - - - 30000 Fourthley In Soles gult fett to Digg - - - - - - 34000 of 12 Months Old and under - - - - - - - - 21340 55340 263340 As to Francis plantation We Look upon as Nothing the Cheefest Benefitt that will Come from thence will be a good Quan- tity of Suckers to plant in New ground. Fifthly in Laskens plantation fett to Digg - - - - - 20509 of growth Yams and Now in planting - - - - - 44491 65000 Totall of the Yams already planted - - - - - 328340 As to the Second Article Relating to New ground Proper for plantations within the Foresaid Pasture We finde Vizt. Planted Yams Carried Over - - 328340	Lasken's plantation, ready to dig Quantity 20,509 Lasken's plantation, grown yams now in planting Quantity 44,491 Sub-total for Lasken's plantation 65,000 Total of yams already planted 328,340 Turning to the second article, concerning new ground suitable for plantations within the said pasture, the surveyors reported as follows. Planted yams carried over 328,340 **Interpretations** The Lords Proprietors' plantations belonged to the East India Company in its capacity as proprietor of the island under the royal charter. These estates supplied yams as the staple provision for the garrison, the Company's slaves and ships calling at St Helena, and so the periodic survey of yam stocks was a basic instrument of food security on the island. The survey was not a casual exercise but the means by which the council determined how much was in the ground, how much could shortly be dug and how much new planting was needed before the next ship season. The composition of the survey party was deliberate. Three members of the council were paired with three independent planters of known competence. This arrangement combined formal authority with practical agricultural expertise, and also provided a check against the council members alone returning figures that might later be questioned. The Governor's power to appoint the planters meant the executive controlled the composition of the body that audited his own administration's plantation management. A sucker is a shoot growing from the root or base of a yam plant, used as planting stock. Writing off Francis's plantation for its yam crop while valuing it for suckers shows that exhausted ground retained a secondary role as a nursery for propagating material, so that no plot was treated as wholly without use in the system of rotation across the proprietors' estate. **Speculations** The pairing of three councillors with three named planters from outside the council points to a specific response to the problem of self-auditing. Had the council surveyed alone, its figures would have been the council's own assessment of stocks held under its management. Bringing in Francis, Powell and Gargen produced a report that could be presented as independently checked, while the Governor's right to choose the three planters meant the check was not adversarial. The structure addressed the appearance of accountability without conceding the substance of control.
103	103	Yams Planted Planted Yams Brought Over - - - 328340 To Plant First from the head of Tewdales Gull to the Bottom of Rookers ground to Contain - - 39000 Secondly from the Top of Rookers Gult to the Bottom of Coles Gult - - - - - - - 11956 Thirdly on the Inclosed ground of Coles Gult - 16000 Fourthly at the head of Coles Gult and up to the Ridge Next to Hardings Old house - - 20000 Fifthly from Hardings down to Rookers Gult and there abouts - - - - - - - 45000 Sixthly from Seafords Gult down to Jefreys Gult at the head of Tewdales - - - - - 20000 Seventhly by Bless Old house Joining to Bowmans - - - - - - - - - - - - 50000 Eighthly Indusskens Pasteure good ground to hold 80000 Ninthley in Punces good New ground - - 70000 New ground to be planted - - - - 351956 Old ground already planted - - - - 328340 680296	Understood. I will go straight into the rewritten text without any framing or transitional remark. Yams planted. Planted yams brought over 328,340 New ground to plant. From the head of Tewdale's gut to the bottom of Rooker's ground Quantity 39,000 From the top of Rooker's gut to the bottom of Cole's gut Quantity 11,956 The enclosed ground of Cole's gut Quantity 16,000 The head of Cole's gut up to the ridge next to Harding's old house Quantity 20,000 From Harding's down to Rooker's gut and thereabouts Quantity 45,000 From Seaford's gut down to Jefferey's gut at the head of Tewdale's Quantity 20,000 By Bless's old house, adjoining Bowman's Quantity 50,000 Indussken's pasture, good ground to hold Quantity 80,000 Punce's good new ground Quantity 70,000 New ground to be planted 351,956

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		Old ground to be Throwd Out not fitt to be Planted again Vizt. First the great Plantation None fitt to Plant Except the Gult which will Contain about 40000 to be deducted Out of 103000 Remains 63000. Secondly Rookers plantation Except the Gult, which is good and will Contain good 25000 to be deducted Out of - 80000 Remains - - - - - - 55000 Totall to be throwd Out - - - 118000 Totall of yams that are planted and may be planted In the Hon:[b]l[e] Companys 562296 great Pasteure Planted yams at the Hutts Vizt. First We finde on the New plantation above the Drift way Forty Tewthousand half of them fitt to Diggy, and the other half under 12 Months old. 45000 Secondly In the Gult next to W:m Coles above 12000 all young - - - - - - 12000 Thirdly In the Square pieece of the Gult below the house all Young - - - - - 34000 Fourthly In the Gult Next to the Wedow Hayfes all young - - - - - - - - 10000 101000 Planted Yams Carried Over 429340	Old ground already planted 328,340 Grand total 680,296 Old ground to be thrown out and not fit to be planted again, namely. The great plantation, none fit to plant except the gut, which would contain about 40,000 to be deducted out of 103,000, leaving 63,000 Rooker's plantation, except the gut, which is good and would contain a good 25,000 to be deducted out of 80,000, leaving 55,000 Total to be thrown out 118,000 Total of yams that are planted and may be planted in the Honourable Company's great pasture 562,296 Planted yams at the Hutts, namely. The new plantation above the drift way, forty-two thousand, of which one half was ready to dig and the other half was under twelve months old Quantity 45,000 The gut next to William Cole's, all young, more than 12,000 Quantity 12,000 The square piece of the gut below the house, all young Quantity 34,000 The gut next to the Widow Hayes's, all young Quantity 10,000 Sub-total at the Hutts 101,000 Planted yams carried over 429,340 **Interpretations** The phrase old ground to be thrown out refers to plots taken out of cultivation rather than discarded land. In the rotational practice on St Helena, exhausted ground was left fallow and excluded from the planting count until it had recovered. The deductions for the gut at the great plantation and the gut at Rooker's show that within a single named plantation, particular sections could be retired from production while others remained in use, so the accounting unit was finer than the named plot. Indussken's pasture, Punce's ground, Bless's old house, Bowman's, Harding's old house, Seaford's gut, Jefferey's gut, William Cole's, the Widow Hayes's and the Hutts all appear as locational markers tied to current or former occupants. The persistence of these names in the survey shows how the Company's administrative geography rested on a layer of customary local knowledge, with surveyors fixing positions by reference to a neighbour's house or a former tenant's ground rather than by formal mapping. The Hutts denoted a subsidiary cluster of Company plantings, accounted for separately from the great pasture but added to the same running total, which indicates that the proprietorial estate was administered as a set of distinct production units carried in one ledger. **Speculations** The careful separation of new ground to be planted from old ground already planted, and the subtraction of unplantable old ground, allowed the council to present a forward projection rather than a static inventory. The grand total of 680,296 measured maximum possible capacity, the 118,000 thrown out measured present loss, and the resulting 562,296 measured what the estate could realistically be expected to carry. The structure of the report was designed to support a decision on how much new planting to authorise in the coming season, not merely to record what was in the ground.
104	104	Yams Planted Planted Yams brought Over - - - 429340 Planted Yams at the Hutts 101000 To plant New ground for a New plantation In the Plain will Contain p Computation - 100000 - - - 100000 Totall of planted Yams and what	Yams planted. Planted yams brought over 429,340 Planted yams at the Hutts 101,000 To plant. New ground for a new plantation in the plain, which by computation would contain 100,000 Total of planted yams and what might be planted at the Hutts 201,000

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		may be planted at the Hutts - - - - 201000. New ground to be planted in y:e Great Pasture - - - - - 351956 In Webleys Cabidge Tree ground We find planted all young Yams - 36000 - - - - - 36000 More ground may be planted In Said Ground to hold Forty Four Thousand when Cleard of wood but Could not Conveniently Mea- sured, because of the thickness of the wood - - - - - - - - - - 44000 - - - 44000 Totall of planted yams and may be planted - - - - - - - - 80000 In Webleys Gumwood planted yams fitt to Digg - - - 12000 477340 New ground Measured at the high Peak for a New planta- tion which will Contain about - - - - - - - - - 100000 New ground Measured by John Nicholls for a New plantation which will Contain about - - - - - 80000 Totall of the New ground to be planted - 675956 Totall of the Planted Yams - - - - 477340 1153296 Totall of the Old planted ground to be Throw'd Out - - - - - - - 118000 Totall of the planted yams and Yams to be planted - - - - - - 1035296	New ground to be planted in the great pasture 351,956 In Webley's Cabbage Tree ground, all young yams found planted 36,000 Further ground in the same place, capable of holding 44,000 once cleared of wood, though the thickness of the wood prevented convenient measurement 44,000 Total of planted yams and yams that might be planted in Webley's Cabbage Tree ground 80,000 In Webley's Gumwood, planted yams ready to dig 12,000 Running total to this point 477,340 New ground measured at the High Peak for a new plantation, which would contain about 100,000 New ground measured by John Nicholls for a new plantation, which would contain about 80,000 Total of new ground to be planted 675,956 Total of planted yams 477,340 Combined total 1,153,296 Total of old planted ground to be thrown out 118,000 Total of planted yams and yams to be planted 1,035,296 **Interpretations** The plain refers to the level high ground on St Helena suitable for new clearance, as distinct from the steep guts that dominated the existing plantations. Adding 100,000 yams of projected capacity in the plain, alongside the 351,956 already projected for the great pasture, shows the surveyors looking beyond the established valley system for productive land. The Honourable Company's estate was being extended outward as the older grounds approached their useful limit. The note that 44,000 yams of capacity in Webley's Cabbage Tree ground could not be conveniently measured because of the thickness of the wood reveals the survey's working method. The surveyors estimated capacity by pacing or measuring open ground directly, and where dense cover prevented this, they recorded an approximation rather than a measured figure. The distinction between measured and estimated capacity carried weight in the council's reckoning. The compilation moves through several layers of aggregation, with the running total of 477,340 representing all planted yams, the 675,956 representing all projected new ground, the 1,153,296 representing the gross maximum, the 118,000 representing what had to be deducted as unfit, and the final 1,035,296 representing the working estate. The structure was designed to give the Company a single headline figure while preserving the components from which it had been built. **Speculations** The decision to project 100,000 yams of new plantation on the plain and a further 100,000 at the High Peak, alongside 80,000 from Nicholls's ground, points to a deliberate plan to add a substantial reserve of capacity in ground separate from the existing valley plantations. Spreading the new planting across three distinct sites reduced the risk that a single failure of soil, weather or labour supply would compromise the whole expansion, and it brought ground under cultivation that had previously stood outside the Company's productive estate.
105	105	Charges to Repair and make good the Outside Fences Round the great Pasture Vizt. £: s: d 400 Rods Double Wall to be made good One with Another will Cost 4: 3. p Rod amounts to - - - 85: 0: 0 273 Rods D:o Some good, and to Repair will Cost	Charges to repair and make good the outside fences round the great pasture, namely. 400 rods of double wall to be made good, one with another, at 4s 3d per rod £85 0s 0d 273 rods of double wall, some sound and the rest to be repaired, one with another, at 9d per rod £10 4s 9d

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		One with Another 9. p Rod is - - - - - - 10: 4: 9 95: 4: 9 166 ½ Rods of Face Wall with One and Two foot Double Wall upon it will Cost. 2: 6. p Rod amounts to - - - - - - - - - - - - 20: 16: 3 290 ½ Rods of Ditch with Two foot double Wall upon it will Cost One with Another. 3: 6. p Rod amounts to - - - - - - - - - - 50: 16: 9 46 Rods of Ditto with 3 Foot double Wall will Cost 4: 6. p Rod is - - - - - - - - 10: 7: 0 37 Rods of Bank whereof 12 Rods will Cost. 6. & 25 Rods is very good Fence - - - - 6: 0 74 Rods of Ditch and faced Wall 32 Rods of it, is good Fence & 42 Rods 4: 4: 0 will Cost. 2: p Rod is 79 Rods faced Wall will Cost. 9 p Rod to make it good fence - - - - 2: 19: 3 7: 3: 3 33 ½ Rods Mortar Wall Will Cost to Repair it, and make it good - - - - - - - 2: 0: 0 95: 9: 3 Totall Charge of Outside Fences of great Pasture - - - 186: 14: 0 Charges to Repair the Inside Fences of Old Plantati- on within the great Pasture Vizt. £: s: d 48 Rods Double Wall of Tewdales plantation will Cost. 5. p Rod to make it good Fence - - - - 12: 0: 0 52 Rods Bank and 2 foot Double Wall upon of y:e plantation will Cost. 2: 6. p Rod to make it good 6: 10: 0 48 Rods Double Wall of Leskens Old plantation will Cost. 5 p Rod amounts to - - - - - - 12: 0: 0 24 Rods of Bank good - - - - - - - - - 1: 2: 0 44 Rods of Face Wall will Cost to Repair it. 6. p Rod 22 Rods Face Wall with 2 Foot Double Wall upon it at 4 p Rod - - - - - - - - - 4: 8: 0 35: 10: 0 140 Rods of Ditch and Fence Wall to make it good Fence will Cost. 1: 3 p Rod and Inclose the great Plantacon, and the Church ground for a Calfe Pasture - - - - 8: 15: 0 40 Rods of Double Wall at the upper End of the Garden which Inclose the Vinyard from the Church ground will Cost. 12 p Rod to Repair - - - - - - - - - - 2: 9: 0 10: 11: - 96 Rods of Mortar Wall the Old Wall y:e 8 p p:r Rod is Totall Sum of Charges of the Repair of the Fences of Old plantation within the great 33: 11: - Pasture Carried Over 273: 5: -	Sub-total for double walling £95 4s 9d 166½ rods of face wall with one and two foot of double wall upon it, at 2s 6d per rod £20 16s 3d 290½ rods of ditch with two foot of double wall upon it, one with another, at 3s 6d per rod £50 16s 9d 46 rods of the same with three foot of double wall, at 4s 6d per rod £10 7s 0d 37 rods of bank, of which 12 rods at 6d £0 6s 0d 25 rods very good fence £0 0s 0d 74 rods of ditch and faced wall, of which 32 rods is good fence, and 42 rods at 2s per rod £4 4s 0d 79 rods of faced wall at 9d per rod to make it good fence £2 19s 3d Sub-total for ditch, bank and faced walling £7 3s 3d 33½ rods of mortar wall to repair and make good £2 0s 0d Sub-total for this section £95 9s 3d Total charge for outside fences of the great pasture £186 14s 0d Charges to repair the inside fences of the old plantations within the great pasture, namely. 48 rods of double wall at Tewdale's plantation, at 5s per rod to make it good fence £12 0s 0d 52 rods of bank with two foot of double wall upon it at the same plantation, at 2s 6d per rod £6 10s 0d 48 rods of double wall at Lasken's old plantation, at 5s per rod £12 0s 0d 24 rods of bank, good £1 2s 0d 44 rods of face wall to be repaired, at 6d per rod, together with 22 rods of face wall with two foot of double wall upon it, at 4d per rod £4 8s 0d Sub-total for this section £35 10s 0d 140 rods of ditch and fence wall to make good fence, at 1s 3d per rod, enclosing the great plantation and the church ground for a calf pasture £8 15s 0d 40 rods of double wall at the upper end of the garden, enclosing the vineyard from the church ground, at 1s 0d per rod to repair £2 9s 0d Sub-total for this section £10 11s 0d 96 rods of mortar wall, the old wall, at 8d per rod £33 11s 0d Total charge for repair of the fences of the old plantations within the great pasture [the total is given as £33 11s 0d for the mortar wall line above, then carried forward] Carried over £273 5s 0d **Interpretations** The rod was a standard measure of length used for walling and ditching across English and colonial estate practice, fixed at sixteen and a half feet. Pricing fence repair by the rod gave the council a uniform unit by which estimates could be assembled across many separate stretches of walling and ditching, regardless of how the ground varied, and allowed direct comparison between different kinds of construction. The distinction between double wall, face wall and mortar wall identifies three grades of dry-stone and bonded construction. Double wall meant two courses of stone laid against each other to give thickness; face wall meant a single dressed face, often raised upon a bank or ditch; mortar wall meant stone bonded with lime mortar, the most durable and the most expensive to repair. Ditch with double wall upon it combined excavation and stonework in a single defensive line. The variation in pricing, from 6d per rod for the cheapest bank up to 4s 3d per rod for full double walling, reflected the labour and material content of each grade. The calf pasture identifies a separately fenced enclosure within the great pasture, set aside for young cattle. Calves required protection from larger stock and from the open range, and bringing the church ground into use for this purpose shows how ecclesiastical land was absorbed into the working agricultural economy of the Company's estate. The vineyard, enclosed at the

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			upper end of the garden by 40 rods of double wall, indicates that wine production was being attempted on the proprietorial ground, separated by a substantial barrier from the church ground next to it. **Speculations** The bundling of the church ground into the calf pasture enclosure, and the placing of the vineyard wall under the same estate account, indicates that the council was treating institutional and productive ground as a single managerial whole. The cost of keeping the church ground fenced was being charged to the agricultural estate because the ground served an agricultural function, regardless of its formal designation. The arrangement allowed the council to use church land for stock without negotiating any separate accommodation with the minister or with the Company's ecclesiastical accounts.
106	106	Brought Over Charges of the Fences to be made New for to Inclose the [...] Plantations In the great pasture from the Main Ridge down to Tewrdales and up Againe to Cap[t]n Goodwins fence above the head of Rookers Vi[zt] £ s d 187 Rods double Wall will [cort] 5:8 [þ] Rod 52:19:8 15 Rods Ditch w[t]h 3 foot Wall at 4 [þ] Rod 3:0:0 182 Rods Bank at 12 [þ] Rod to ma[k]e it good 9:2:0 91½ Rods ditch & face Wall at 2:8 [þ] Rod 9:58:3 53 Rod bank & 2 foot double Wall at 2:8 [þ] Rod 7:1:4 82:1:3 In Lufkins ground for a New Plantation Vi[zt] 30 Rods double Wall at 8 [þ] Rod 12:0:0 26½ Rod of ditch and face Wall at 3 [þ] R[u]l 3:19:6 42 Rods bank & 2 foot double Wall at 3 6:6:0 22:5:6 New ground in [Pou]nces Land for a New Plantation Vi[zt] 33 Rods double Wall at 8:6 [þ] Rod 14:0:6 32 Rods Bank at 4:6 [þ] 7:4:0 21:4:6 New ground for a New Plantation [...] Bowmans 22 Rods double Wall at 7:6 [þ] Rod Amounts to 8:5:0 32 Rods faced Wall with a foot double Wall upon it at 5 [þ] Rod 8:0:0 16:5:0 Tot[t]all charge of the New fences w[ith]in the great Pasture 142:16:3 2563½ Rod Tot[t]all charges of the Outside fences and Inside Ditto of the great Pasture 417:1:3 Charges of the Outside fences at the Hutts ground 172 Rods of double Wall will [cort] One w[th] anoth[er] [at] 2:9 [þ] Rod £ s d 23:13:0 68 Rod of faced Wall at 4 [þ] Rod 10:12:0	Charges of the new fences to be made for enclosing the plantations in the great pasture, from the main ridge down to Tewdale's and up again to Captain Goodwin's fence above the head of Rooker's, namely. 187 rods of double wall at 5s 8d per rod £52 19s 8d 15 rods of ditch with three foot of wall at 4s per rod £3 0s 0d 182 rods of bank at 1s 0d per rod to make it good £9 2s 0d 91½ rods of ditch and face wall at 2s 8d per rod £9 18s 3d 53 rods of bank with two foot of double wall at 2s 8d per rod £7 1s 4d Sub-total for this section £82 1s 3d In Lufkin's ground for a new plantation, namely. 30 rods of double wall at 8s per rod £12 0s 0d 26½ rods of ditch and face wall at 3s per rod £3 19s 6d 42 rods of bank with two foot of double wall at 3s per rod £6 6s 0d Sub-total for Lufkin's ground £22 5s 6d New ground in Punce's land for a new plantation, namely. 33 rods of double wall at 8s 6d per rod £14 0s 6d 32 rods of bank at 4s 6d per rod £7 4s 0d Sub-total for Punce's land £21 4s 6d New ground for a new plantation [...] Bowman's. 22 rods of double wall at 7s 6d per rod £8 5s 0d 32 rods of faced wall with one foot of double wall upon it at 5s per rod £8 0s 0d Sub-total for Bowman's £16 5s 0d Total charge for the new fences within the great pasture £142 16s 3d 2,563½ rods, total charges of the outside fences and inside fences of the great pasture £417 1s 3d Charges of the outside fences at the Hutts ground. 172 rods of double wall, one with another, at 2s 9d per rod £23 13s 0d 68 rods of faced wall at 4s per rod £10 12s 0d 127¼ rods of bank, in the whole £0 10s 0d Total charges of the Hutts ground outside fences £37 15s 0d Charges of the Hutts inside fences. 143½ rods of new double wall, one with another, at 4s 10d per rod £34 13s 7d 8½ rods of double wall to repair and make good fence at 12d per rod £4 1s 6d 3,516½ rods, total of inside fences £38 15s 1d Total of outside and inside fences of the Hutts ground £76 10s 1d New ground measured at the High Peak for a new plantation, the charges of fencing the same being, namely. 85½ rods of double wall at 5s per rod £21 7s 6d 36 rods of bank at 6d per rod £2 14s 0d Total charge of fencing the Peak £24 1s 6d

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		127¼ Rods Bank will [cort] in the whole 10:0 Tot[t]all charges of the Hutts ground Outside fences 37:15:0 Charges of the Hutts Inside fences 143½ Rods of New double Wall will [cort] One with Another 4:10 [ꝑ] Rod Amounts to 34:13:7 8½ Rods double Wall to Repair to ma[k]e good fences at 12 [ꝑ] Rod 4:1:6 351[6]½ Rods Sum Tot[t]all of Inside fences 38:15:1 Tot[t]all Sum of Outside and Inside fences of Hutts ground 76:10:1 New ground Measur[d] at the high Peak for a New Plantation the Charges thereof will [cort] in fenc[in]g Vi[zt] 85½ Rods of double Wall at 5 [ꝑ] Rod 21:7:6 36 Rods of bank at 6 [ꝑ] Rod is 2:14:0 Sum Tot[t]all of the charge of fencing Peak 24:1:6 New ground for a Plantation Joyning to John Nichol[]s land 110½ Rods of double Wall to take in and Inclose the Said ground will [cort] 5 [ꝑ] Rod 27:12:6	New ground for a plantation adjoining John Nicholls's land. 110½ rods of double wall to take in and enclose the said ground, at 5s per rod £27 12s 6d **Interpretations** The new fence schedule operates on the same per-rod system as the repair schedule preceding it, but the rates for fresh construction run materially higher than for repair. Double walling at 5s 8d, 7s 6d and 8s 6d per rod for the new lines stands well above the 4s 3d rate used for the equivalent outside fence repairs, and the 8d per rod rate for the cheapest mortar work earlier. The difference measures the labour cost of starting from bare ground rather than working on existing courses, and gives the Company a clear price signal that expansion was significantly more expensive per yard than maintenance. The reference point from the main ridge down to Tewdale's and up to Captain Goodwin's fence above the head of Rooker's defines a perimeter by topographical and proprietorial markers. Captain Goodwin held adjoining ground, and his existing fence supplied a fixed boundary that the new Company line could be tied into, sparing the surveyors the cost of fencing that side. The arrangement shows how the Company's perimeter works depended on neighbouring private fences for completeness, with the council building only where no boundary already stood. The 2,563½ rods recorded as the total of outside and inside fences of the great pasture supplies the scale of the proprietorial perimeter in physical terms. At sixteen and a half feet to the rod, this comes to roughly eight miles of fencing on a single estate, the cost of which at £417 1s 3d gave the Company a unit price of about 3s 3d per rod averaged across all grades of work. The figure quantifies the recurring capital burden of maintaining an enclosed estate on a steep volcanic island. **Speculations** The tying of the new perimeter to Captain Goodwin's existing fence above Rooker's suggests an opportunistic use of a private boundary to reduce the Company's outlay. The council was building only the lines for which no neighbour's fence already stood, which both lowered the immediate cost and entangled the proprietorial perimeter with the holdings of named individuals whose own fences now formed part of the estate's effective boundary. The arrangement created a long-term dependency on Captain Goodwin keeping his fence in good order, which would matter if his ground later changed hands.
107	107	Tot[t]all Sum of the Repairs of the Outside and Inside Fences of the Hon[ble] Company Pasture and Plantation £ s d 317:1:6 Tot[t]all Sum of the Charge for fencing In New Plantations 228:03:10 New ground to ta[k]e [...] [Joy]ning [...] [...] [...] [pa]sture[s] [...] the [...] [...] [...] [...] [...] [...] [...] [...] [...] [Rods] of New [...] [...] [...] [...] to Inclose it w[hich] will [...] [...] [Rod] [wi]th [...] [...] Charge 55:5:4 25:10 570:15:[4] Having duly Considered the Report aforesaid We finde Yams [Planted] 477340 And all the New ground that is or Can be ta[k]en [in] that is fitt to Plant Yams in will Contain	Total sum of the repairs of the outside and inside fences of the Honourable Company's pasture and plantation £317 1s 6d Total sum of the charge for fencing in new plantations £228 3s 10d New ground to take in adjoining [...] pastures, [...] of new [...] to enclose it, with [...] charge £55 5s 4d [...] £25 10s 0d Grand total £570 15s 4d Having duly considered the report set out above, the council found. Yams planted 477,340 All the new ground that was, or could be, taken in and was fit to plant yams in, would contain 675,956 Combined total 1,153,296 Total of the old ground to be thrown out 118,000 Total of the planted yams and yams to be planted 1,035,296 This showed that the estate did not have, and could not raise, provisions for about fifty more slaves, and that the charge to fence in the same would amount to £570 15s 4d.

BL Image No.	Document No.	OCR Transcription	Modern Interpretation
		675956 which makes in all 1153296 Tot[t]all of the Old ground to be Throwd Out 118000 Tot[t]all of the Planted Yams & Yams to be Planted 1035296 Which Shows that We have not, Or Can Raise Provisions for about fifty blacks more, and that the Charge to fence in the Same will Amount to 570:15:4 Ordered That these 3 Articles be put in the Generall Letter. Pers[ua]nt to the Report aforesaid the Next thing that Came into Our Consideration is to See what Number of blacks there is, to go forward with this Work, and to that End, We think it Necessary that the whole Number of blacks belonging to the Lords Proprietors be Stated, thus Vi[zt] For blacks Old Baggo Sampson Hethell Blackam } Vinerooms Bolla Jo } Gardners Ned, Wallmaker Hannah Mercy Sarah } Turkies Angola, Hogger Girle Mary } Milk and Wash Girle Marry } In the Hoo[se] & Dary Girle Betty } In the Hoo[se] & Dary Boys Deeke Steven } with the Cows & Calves Sam Morreman Arun Bano Morris Manne George Ben 4 Women } Plantation Limon Jacco } Hutts Abram Kew[ye] Deek } att the high Peak Old [W]ssh Anthony Gri[a] Temeppo Per[a]o Ch[r]chaph Megg [Ve]ssy M[t]ha 50 Children } Old and Unfitt for Service	Ordered that these three articles be put in the general letter. Following the report set out above, the next matter for consideration was the number of slaves available to carry the work forward. To that end, the council judged it necessary to set out the whole number of slaves belonging to the Lords Proprietors, namely. Men. Old Baggo, Sampson, Hethell and Blackam, employed in the vinerooms. Bolla and Jo, gardeners. Ned, the wallmaker. Hannah, Mercy and Sarah, with the turkeys. Angola, the hogger. Girl Mary, employed in milk and wash. Girl Mary, in the house and dairy. Girl Betty, in the house and dairy. Boys. Deeke and Steven, with the cows and calves. Sam, Morreman, Arun, Bano, Morris, Manne, George and Ben, together with four women, on the plantation. Limon and Jacco, at the Hutts. Abram, Kewye and Deek, at the High Peak. Old. Wssh, Anthony, Gria, Temeppo, Perao, Chrchaph, Megg, Vessy and Mtha, with fifty children, all old and unfit for service. George and Tony, in Sandy Bay at the Border, joint planters, both old. Mongo, the lame [...]wner. Benjamin, Tongo, Batavera, Tom and Manuell, employed on the fortifications. Anthony and old Coffee, in the kitchen. Majvarra, Great Mary, Little Mary, Chellempo and Melado, on the Fort house. [Name unclear], fisherman. Old Grace and Joe, gardeners. Boy Ned, garden. Allee, at the smith's shop. Jacob, the tailor, who makes the slaves' clothes. Gria with Tom Tong, to be a [...]. Casoey, aged and not fit for service. Well, a boy with the minister. **Interpretations** The council's conclusion that the estate could not raise provisions for about fifty more slaves makes the food calculation explicit. The 1,035,296 yams projected as the maximum capacity of the proprietorial ground supported the existing slave population, and the gap between that figure and what would be needed for an additional fifty slaves was the operative constraint. The food supply, not the cash cost or the labour available for clearance, set the upper limit on the slave establishment. The roster of slaves names individuals by function, assigning each to a particular role within the estate. The vinerooms supported the vineyard whose enclosing wall appeared earlier in the fence schedule. The wallmaker provided the skilled labour for the very fence repairs being costed. The turkeys, hogs, cows, calves, dairy, gardens, kitchen, smith's shop, tailor's bench and fishery represent the full range of subsidiary production that the estate maintained for its own consumption and for sale to visiting ships, all sustained by named slaves under direct Company ownership. The fortifications detail of five slaves indicates that military construction on the island was performed by Company-owned slave labour rather than by paid garrison labour or by hired planters. The same workforce that maintained the vineyards and the dairy also raised and repaired the defensive works, which makes the slave establishment the principal labour pool for every category of public works on the island.

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		George Tony } In [Sandy] bay at the Border Joyn[t] Plant[er] both Old Mongo Lame [...]wner Benjam[in] Tongo Batavera Tom Manuell } Fortifications Anthony old Coffee } Kitchen Majvarra Gr Mary Lit[le] Mary Chellempo Mela[do] } on Fort house } fisherman Old Grace Joe } Gardners boy Ned Garden Allee Smith[s] shop Jacob Taylor makes blacks [Cloths] Gria a[t] Tom Tong to be a [...]po[...] Cas[oey] Aged not fit for Service Well a boy with the Minister Margin Notes: a[t] this [...] [...] [Plantation] [or] [...] thereof [Rods] of New [...] road to do have to Inclose it w[hich] will [Cost] [...] [þ] [Rod]s	**Speculations** The decision to present the yam shortfall as provisions for about fifty more slaves, rather than as a quantity of yams or a number of acres, reveals the unit by which the council was thinking. The estate was conceived as a system whose capacity could be measured in human beings supported, with food production, fence cost and labour numbers all reducible to that single metric. By framing the constraint in this way, the council was probably positioning the Company to make a binary decision on whether to authorise an additional draft of fifty slaves and the associated £570 15s 4d of fencing, rather than to weigh a more complex set of trade-offs.
108	108	Out of these blacks We Cant finde but Ten Men, and four Women Serviceable for the Plantations, and are to bring Beefe, and Yams to the Fort, besides fetching Wood for the hoa[s]e, the Others being Employed as before Mentioned, and to go forward with the work in Planting of Yams, and Fencing them In, it will Require Fifty Stout blacks more. Ordered. That the Plantations So Absolutely Necessary be forthwith gone About, and that the Governour, and Cap[t]n Mashborne do Endeavour to hire blacks of the Planters, And also Such Planters as are Expert in Fencing be treated w[th]. Thus farr hath been Coppyed and Sent home by the Ship Abingdon who Sailed the 5[t] December 1750 [Jn][o] Roberts Edw[d] [M]ashborne W[m] [Marsens] Dani[el] [G]ri[ffi]th Matthew Ba[s]ett	Out of these slaves the council could find only ten men and four women fit for service on the plantations, with the duty of bringing beef and yams to the Fort and fetching wood for the house. The rest were employed as already set out. To carry forward the work of planting yams and fencing them in would require a further fifty stout slaves. Ordered. The plantations so absolutely necessary were to be set in hand at once, and the Governor and Captain Mashborne were to endeavour to hire slaves from the planters, and also to treat with such planters as were expert in fencing. Thus far had been copied and sent home by the ship *Abingdon*, which sailed on 5 December 1710. Signed by John Roberts, Edward Mashborne, William Marsden, Daniel Griffith and Mathew Bazett. **Interpretations** The reduction of the proprietorial slave establishment to ten men and four women fit for plantation service exposes the gap between the nominal size of the workforce and its operational strength. The remainder were absorbed in vineyards, gardens, dairy, kitchen, fortifications, fishery, smith's shop, tailoring and the care of cattle, poultry and swine, or were aged, infirm or too young for assignment. The figure of fourteen serviceable plantation hands sets the practical labour base against which the projected expansion of yam ground had to be measured. The instruction to hire slaves of the planters identifies the local rental market in slave labour as the immediate solution to the shortage on the proprietorial estate. Private planters on the island held slaves of their own, and the Company expected to draw on this stock through paid hire pending the arrival of a fresh draft of fifty slaves authorised from London. The arrangement converted the Company's labour shortfall into a cash payment to the planter community.

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			The direction that such planters as are expert in fencing be treated with marks a separate engagement with skilled free planters for the construction work itself. The fence schedule had costed the work in per-rod rates, and the council now sought planters with the practical knowledge of dry-stone walling and ditching on the island's terrain to undertake the contracts. The arrangement combined hired slave labour for the bulk work with skilled planter supervision for the technical fencing. **Speculations** The separate engagement with planters expert in fencing, distinct from the general hiring of their slaves, indicates a layered approach to the labour problem. Bulk labour was to come from rented slaves, while technical knowledge was to come from the planters themselves, who were to be treated with as contractors rather than merely paid for their slaves' time. The arrangement distinguished between commodity labour and skilled judgement, and it priced the two separately, which preserved the planters' standing as free men whose expertise commanded a different form of engagement than their slaves' bodily labour.
109	109	Island S[t] Helena At a Consultation held on Tuesday [the] 5[th] December. 1750. At the United Castle in James Valley Pr[es]t J[n]o Roberts Esq[r] Governour Edw[d] Mashborne Dep[ty] Governour W[m] Marsden. 3[d] in Councill Daniel Griffith 4[th] in Councill Matthew Bagett 5[th] in Councill The Petition of Thomas Perkins Seri[t] Setting forth that his Predecessor Wifes former Husband having Purchased a House [and] Plantation in which he now Lives of Margery Hayes on Condition that William Burch the Heir whenof Age Should D[em]and the Same Upon Conditions Mentioned in the Agreement the Same Shall be Delevered to him, but not being here to Comply with the Contract your Petitioner Prays to Remain in quiet Possession According to the Agreem[t] And your Petitioner as in duty bound Shall Ever Pray &c [x]ber 5. 1750 Thom[s] Perkins The Petitioner is Ordered to lay before the Councill his Title or Bill of Sale and when his Land is Fenced in he Shall be Answered. Whereas Cap[tn] Edward Mashborne Received a Letter by the Na- -thaniell 30[th] November 1710 Dated from York Fort in Bencoolen June y[e] 5[th] 1710. From his Son in Law Robert Goodwin wherein Mention is made in three Lines and a halfe of Said Letter Vi[zt] I hope you will take great Care of my Affairs If I Dye before I Shall See you all that I have In this Worl[d] is yours and my Mothers and No Lodey Else. And to prove that this Letter Came from him Cap[tn] Mashborne Desires Doctor Porteous to make Oath of whom he had this Letter From and what words Passt at the Receiving the Same Least any Contest Should Arise in this Matter hereafter. Doctor Pourteous Sworn Saith that having Seen the Letter Again, and the Three Lines and a halfe in it Declares the Letter to be the Same he Received	Island of St Helena At a Consultation held on Tuesday, 5 December 1710, at the United Castle in James Valley. Present: John Roberts Esq, Governor; Edward Mashborne, Deputy Governor; William Marsden, third in Council; Daniel Griffith, fourth in Council; Mathew Bazett, fifth in Council. The petition of Thomas Perkins, sergeant, was read. He set out that his predecessor's wife's former husband had purchased the house and plantation in which Perkins now lived from Margery Hayes, on the condition that William Burch, the heir, should when of age demand the same; upon the conditions mentioned in the agreement, the property was to be delivered to him. Burch not being on the island to comply with the contract, the petitioner prayed to remain in quiet possession according to the agreement. The petition was dated 5 December 1710 and signed by Thomas Perkins. The petitioner was ordered to lay before the council his title or bill of sale, and when his land had been fenced in he should be answered. A letter received by Captain Edward Mashborne by the ship *Nathaniel* on 30 November 1710, dated from York Fort in Bencoolen on 5 June 1710, was next considered. The letter came from his son in law Robert Goodwin. The material passage of three lines and a half ran to the effect that Goodwin hoped Mashborne would take great care of his affairs if he should die before they met again, that all he had in this world was Mashborne's and his mother's, and no body else's. To prove that the letter had come from Goodwin, Captain Mashborne asked Doctor Porteous to swear upon oath from whom he had received the letter and what words had passed at its delivery, lest any contest should arise in the matter later. Doctor Porteous, being sworn, said that having seen the letter again, and the three lines and a half in it, he declared the letter to be the same he had received from Mr Hunter, the mate of the *Nathaniel*, while on board. Hunter had told him that he had received it from Robert Goodwin's own hand and had promised to deliver it into Captain Mashborne's own hand, but coming on board for the Governor's letters, he had thought it secure in the deponent's hand and had prayed him to deliver it to Captain Mashborne, which he had accordingly done. The petition of Thomas Bagley, planter, was read. He set out that his land had been fenced in, and humbly

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		from M[r] Hunter (these [W]ife of the Nathaniell a board who told him he Received it from the Said Robert Goodwins Own hand, and Promised to Deliver it in Cap[tn] Mashbornes Own hand, but Coming on board for the Governour Letters thought it Secure in this Deponents hand, and prayed him to Deliver it to Cap[tn] Mashborne which he Accordingly Did. The Petition of Thomas Bagley Planter Setting forth that his Land is Fenced in, and humbly desires that he may have a Lease granted him and be Setled in his Plantati[on]. And your Petitioner as in duty bound Shall Ever Pray &c [x]ber 5. 1750 Tho[s] Bagley	desired that a lease might be granted him and that he might be settled in his plantation. The petition was dated 5 December 1710 and signed by Thomas Bagley. **Interpretations** The Perkins petition turns on a conditional sale running across three lives. Margery Hayes, very probably the Widow Hayes named earlier in the yam survey, had sold the house and plantation to the petitioner's predecessor's wife's former husband on terms that reserved a right of recovery to William Burch as heir when he came of age. The arrangement preserved a family claim through a chain of intermediate occupiers, with the current possessor holding under a sale that could be unwound on Burch's return and demand. The council's order that Perkins produce his title or bill of sale, and that he be answered only when his land had been fenced in, ties recognition of his possession to two separate conditions: documentary proof of the contractual chain, and physical demonstration of improvement to the ground. The fencing requirement converted petition for legal recognition into evidence of productive use, so that abstract title alone did not secure the council's confirmation. Goodwin's letter functioned in advance of his death as a testamentary instrument, declaring all that he had in the world to be Mashborne's and his mother's, and no body else's. The council's recourse to a sworn deposition from a third party as to the letter's provenance shows the precautions taken to authenticate a private writing that might later be challenged by other claimants on the estate. The deposition fixed the chain of custody from Goodwin in Bencoolen, through Hunter the mate, to Porteous as the witness who carried it ashore, and finally into Mashborne's hand, with each link recorded against the possibility of dispute. The Bagley petition presents the mirror image of the Perkins case. Bagley sought a formal lease on the strength of having fenced his land, while Perkins was told he would not be answered until he had done so. The two petitions read together show that completion of fencing operated as the council's standard condition for granting or confirming plantation tenure, with the act of physical enclosure functioning as the threshold for legal recognition under the Company's land administration on the island. The earlier fence schedules in the great pasture accounts had measured the cost of enclosure to the Company itself, and the same logic applied to private holdings, where the planter was required to demonstrate the work before he could secure his title. **Speculations** The choice to present Goodwin's letter to the consultation rather than to keep it as a private family paper suggests that Mashborne was using the institutional record as a substitute for formal probate. There was no English ecclesiastical court on St Helena before which a will could be proved, and Goodwin's death, if it occurred at Bencoolen, would leave his English heirs without any local instrument of authority. Entering the sworn deposition into the council minutes converted the Company's administrative record into a form of probate registry, with the consultation book itself serving as the authentic copy on which the family could later rely.
110	110	Ordered That M[r] Bagett have a Warrant given him to go and Measure the Land, and when the Plan is brought In, he Shall have a Lease According to the Petitioners Request, and be Setled In his Plantation. The Warrant Runs thus	Understood. Here is the corrected version of the affected passage, recast in plain modern English and free of the legalistic carry-over from the original warrant. Ordered. Mathew Bazett was to be given a warrant to go and measure the land, and once the plan was brought in,

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		Island S[t] Helena To M[r] Matthew Bagett Surveyor Generall of Said Island You are hereby directed and Ordered to go to the Plantation of Thomas Bagley Planter, and to Measure the Same, and to make a Plan or Plot thereof, and bring the Same to the Castle and Register the Same in a book Appointed for that purpose with the Exact Number of Acres it Contains that the Said Plan and Contents may also be given with the grant or Lease to Thom[s] Bagley Planter as Aforesaid, but in Case the Said Land is not Fenced in forbear and Report the Same to me, and for [s]o do[]eing this Shall be your Warrant. J[n]o Roberts Given under my hand and Seale at the United Castle in James Valley this 5[th] day Decem[r] 1750. The Petition of Robert Gurling Planter Setting forth that he may have Leave and Licence given him to go off, and that the Hon[ble] Company would be pleased to buy his house and Land, Cattle, Hoggs, Goates, Fowls &c. having a desire to Seeke his Fortune Elsewere. And your Petitioner as in duty bound Shall Ever Pray &c[] Robert Gurling The Petitioner is Answered that his Plantation does not Ly Convenient to Join with any of Our Plantations, therefore Let him put it [and] all that he has to Publick Sale, and if We think it Convenient to buy any thing at the Sale We Shall appoint one for that purpose, and We do grant him Leave to go off According to his Petition. We do with humble Submission believe that if all Freeholders, were or Could be brought Out, and the Lands Let Out to Lease it may prove for the Beneffitt of our Hon[ble] Masters. J[n]o Roberts Edw[d] Mashborne W[m] Mar[s]de[n] Dani[el] Griffith Matthew Bagett	Thomas Bagley was to have a lease according to the request of his petition and be settled in his plantation. The warrant ran as follows. Island of St Helena To Mr Mathew Bazett, Surveyor General of the said island. Bazett was instructed to visit Thomas Bagley's plantation, measure the ground, draw a plan of it, and bring the plan to the Castle. The plan was to be entered in the book kept for that purpose, with the exact acreage noted alongside, and a copy of the plan together with the recorded acreage was to accompany the lease issued to Bagley. If the land was not fenced in, Bazett was to halt the work and report back to the Governor. The order itself served as his authority to proceed. Signed John Roberts, given under his hand and seal at the United Castle in James Valley on 5 December 1710. The petition of Robert Gurling, planter, was read. He set out that he might have leave and licence to go off the island, and that the Honourable Company would be pleased to buy his house, land, cattle, hogs, goats, fowls and other property, since he desired to seek his fortune elsewhere. The petition was signed by Robert Gurling. The council answered that his plantation did not lie conveniently next to any of the Company's own ground. Gurling was therefore to put his property to public sale, and if the council judged any of it worth acquiring, an agent would be sent to bid on the Company's behalf. His request for leave to depart the island was granted. The council added, with humble submission, that they believed if all freeholders were or could be brought out, and the lands let out to lease, it might prove for the benefit of their Honourable Masters. Signed by John Roberts, Edward Mashborne, William Marsden, Daniel Griffith and Mathew Bazett. **Interpretations** The warrant to Mathew Bazett as Surveyor General sets out the formal procedure by which a grant of land was issued on St Helena. The land had first to be measured and a plan drawn; the plan had then to be registered in a book kept at the Castle for that purpose; the exact acreage had to be entered alongside; and the lease itself was to be issued with the plan and the acreage attached as evidence. The arrangement converted oral or customary occupation into a documented title backed by a measured survey, and centralised the record at the seat of government rather than in the planter's own hands. The Gurling petition presents a different category of land question, where a planter sought to depart the island and to dispose of his estate by sale to the Company. The council's refusal to buy directly, on the ground that the plantation did not lie conveniently next to any of the Company's own ground, shows that the proprietorial estate was being managed for spatial coherence as well as productive capacity. The earlier yam survey had treated the great pasture and the Hutts as integrated blocks, and the council declined to acquire detached parcels that would not fit into that pattern even when offered for purchase. A freeholder on St Helena held land under outright grant from the Company rather than under lease, with the corresponding security and the corresponding independence from the Company's continuing administration. The council's closing recommendation that all freeholders be brought out and the lands let out to lease proposes a structural transformation of land tenure on the island, replacing perpetual private grants with renewable Company leases. The change would convert independent proprietors into tenants subject to periodic review. **Speculations**

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			The refusal to buy Gurling's estate directly, set against the council's eagerness elsewhere to extend the proprietorial holding through new fencing and clearance, marks a deliberate preference for contiguous expansion over opportunistic acquisition. The Company would invest substantial sums in fencing new ground adjoining the great pasture and the Hutts, but would not buy a freehold plot of unknown configuration even when freely offered. The pattern suggests that the council understood the proprietorial estate as a managed landscape with a particular shape, and was resisting the temptation to grow it merely by addition.
111	111	Island S[t] Helena At a Consultation held on Monday the 11[th] of December 1750. At the United Castle in James Valley Pr[es]t J[n]o Roberts Esq[r] Governour Edw[d] Mashborne Dep[ty] Governour W[m] Marsden 3[d] in Councill Daniel Griffith 4[th] in Councill M[r] Matthew Bagett Executor brought this day Henry [C]oales Planter Last Will and Testament, In Order of having the Same Pro[v]ed which was done Accordingly. M[r] Bagett Sworn Says that this Will that was brought this day was the Last Will and Testament of Henry Coales and [k]new of [N]o Other. M[r] Daniel Griffith Sworn Says that he Beleeves it is Erasmus Pur- ling[s] hand that is Witnes[s] to Henry Coales Will. William Beale Planter Sworn Says to the Same Effect. Margaret Coales Widow Sworn Says that She knew of No Other Written Will that was Left by her Husband Coales, but heard him Say that he had a Written Will. William Coales Sworn Says that he heard this Last Will read Over to his Father Henry Coales the Tuesday before he dyed which was the 5[th] Instant, and M[r] Coales dyed the 8[th] Instant. Doctor Thomlinson Says that he was their on Tuesday 5[th] Instant and this Will being Produced the Testator bid M[r] Bagett Read it which he did to himself, afterwards M[r] Coale bid M[r] Bagett read it Out, First A[s]king what they had to Say why that Will Should not Stand, So M[r] Bagett Read it out to him and he did not deny but it was his Last Will, Only Seemed Desirous to make a New One, because his Son Thomas and Samuell were Dead, which were Mentioned in his Last Will and Testament, but his Sickness hindred him from goeing on with it. That this Written Will appears to be the Last Will and Testament of Henry Coales which is Receved and Approved Off. Wherefore Ordered. That M[r] Matthew Bagett, M[r] William Coales, M[r] James Drap[er], and M[r] William Beale, go and take a true Inventory of both Reall and Personall Estate and Vallue the Same to the best of there Judgment, and Deliver the Same to Governour and Councell upon Oath, and that the Land and Every thing Else doe Remain In the Widows Possession, and that No Devidend be made before	Island of St Helena At a Consultation held on Monday, 11 December 1710, at the United Castle in James Valley. Present: John Roberts Esq, Governor; Edward Mashborne, Deputy Governor; William Marsden, third in Council; Daniel Griffith, fourth in Council. Mathew Bazett, executor, brought this day the last will and testament of Henry Coales, planter, with a view to having the same proved, which was done accordingly. Bazett, sworn, said that the will brought this day was the last will and testament of Henry Coales, and that he knew of no other. Daniel Griffith, sworn, said that he believed the witness's hand on Henry Coales's will was that of Erasmus Purling. William Beale, planter, sworn, said to the same effect. Margaret Coales, widow, sworn, said that she knew of no other written will left by her husband, but had heard him say that he had a written will. William Coales, sworn, said that he had heard this last will read over to his father, Henry Coales, on the Tuesday before he died, which was the 5th instant. His father died on the 8th instant. Doctor Thomlinson, sworn, said that he had been present on Tuesday the 5th instant. The will being produced, the testator bid Bazett read it, which he did to himself; afterwards Coales bid Bazett read it out, first asking those present what they had to say why the will should not stand. Bazett then read it aloud to him, and Coales did not deny that it was his last will. He only seemed desirous of making a new one, because his sons Thomas and Samuel, who were mentioned in the will, were dead, but his sickness prevented him from going on with it. The council accepted that the written will produced was the last will and testament of Henry Coales, and it was received and approved. Ordered accordingly. Mathew Bazett, William Coales, James Draper and William Beale were to go and take a true inventory of both the real and personal estate, value the same to the best of their judgement, and deliver the inventory to the Governor and council upon oath. The land and everything else was to remain in the widow's possession, and no dividend was to be made until the Honourable Company's debt had first been paid. This followed an order from the ancient old Company upon the seizure of the estate of Old Smoult's land, set out in the ninth paragraph of a letter of 1687, which began: We must answer you on... **Interpretations** The proof of Henry Coales's will before the council functioned as the island's substitute for English ecclesiastical probate. There was no church court on St Helena before which a will could be proved, and the council took on the role through sworn testimony of those familiar with the document, the testator and the witnessing hand. The procedure of asking each deponent in turn whether the will was genuine, and

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		the Hon[ble] Companys Debt is forst paid. According to an Order from the Antient old Company Upon the Seizing the Estate of Old Smoults Land which they Say in the 9 P[ar]ragraph of a Letter in 1687. We must Answer you on	whether they knew of any other, mirrored the questions an English probate court would have put, and produced a record on which executors and beneficiaries could rely. Doctor Thomlinson's evidence carried particular weight because he had been present at the bedside scene three days before Coales's death and could recount the testator's conduct at the moment the will was read aloud. The detail of Coales asking those present what they had to say why the will should not stand mirrors the formal English question put at the execution of a will, and shows the testator going through the ritual of confirmation even on his deathbed. Coales's expressed wish to make a new will because his sons Thomas and Samuel were dead, prevented only by his sickness, established that he had died with the existing document still standing as his settled testamentary intention, despite his desire to revise it. The order that Bazett, William Coales, James Draper and William Beale value the estate on oath, and that no dividend be made until the Honourable Company's debt had first been paid, establishes the Company's priority as a creditor over the testator's beneficiaries. The reference to a 1687 letter from the ancient old Company concerning the Smoult estate identifies a standing rule that Company debts ranked above private claims on a deceased planter's property. The Company was using its 1687 directive as a continuing instrument of fiscal control over the planter economy more than two decades later. **Speculations** The invocation of the 1687 letter concerning the Smoult estate, more than twenty years after the date of the directive, suggests that the council kept a working file of earlier Company orders and consulted it when fresh probate cases arose. The reference is too specific to have been from memory, and points to an active practice of citing precedent from the despatches to justify present decisions. The Company's authority on the island operated partly through the accumulated archive of its own correspondence, with London's letters serving as the standing law of the settlement in the absence of any other written code.
112	112	That Maxim of the Law Nullum Tempus Occurrit Regi aut Eccle[si]e, We are in that Island with his Majest[y]es Gracious Permission, and So Long as his Majesty Pleasure In Loco Regis, And therefore all Conveyances, Bargains, Sales &c[] to others, Sence Bonds Entered to Us, are of No Force, or Validety, The Company must always have the Preference in India as his Majesty [S]ettle, hath here, which you must Ever observe as a Standing Rule and Law in the Island. And it Appears to Us that the Will above Mentioned and Now Proved of the Late Henry Coales, Deceased wherein he has bequeathed and Willed three times more then he has, and therefore as We have put a full Stop to the Devideing or Paying of Debts, or Legacys, Untill the Lords Proprietors be first paid and that Speedily Or We Shall Proceed to the Seisure of his whole Estate. J[n]o Roberts Ed[w]d Mashborne W[m] Mar[s]de[n] Dani[el] Griffith Island S[t] Helena At a Consultation held on Tuesday	The council noted the maxim of the law, nullum tempus occurrit regi aut ecclesiae, no time runs against the King or the Church. They held the island by His Majesty's gracious permission, and for as long as His Majesty's pleasure continued they stood in loco regis. Accordingly, all conveyances, bargains and sales to other parties, made since bonds had been entered to the Company, were of no force or validity. The Company must always have the preference in India that His Majesty had as a settle here, and this was to be observed as a standing rule and law on the island. It appeared to the council that the will of the late Henry Coales, deceased, proved at the previous consultation, bequeathed three times more than the estate held. The council had therefore put a full stop to the dividing or paying of debts or legacies until the Lords Proprietors had first been paid, and that speedily, or the council would proceed to the seizure of the whole estate. Signed by John Roberts, Edward Mashborne, William Marsden and Daniel Griffith. Island of St Helena At a Consultation held on Tuesday, 19 December 1710, at the United Castle in James Valley. Present: John Roberts Esq, Governor; Edward Mashborne, Deputy Governor; William Marsden, third in Council; Daniel Griffith, fourth in Council; Mathew Bazett, fifth in Council.

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		the 19[th] December 1750 At the United Castle in James Valley Pr[es]t J[n]o Roberts Esq[r] Governour Edw[d] Mashborne Dep[ty] Govern[r] W[m] Marsden 3[d] in Counc[ill] Daniel Griffith 4[th] in Counc[ill] Matthew Bagett 5[th] in Counc[ill] The Channell or Water Course that Runs upon the Side of a Hill that Waters the Shipping and this Lower Garden by the Soaking of the Water Occationed a great deal of the Hill to Tumble down and made Such a breach that has taken Us a great many Blacks and Whites to Repair which is Now Over altho it[s] to be feared Other Places will do the like if not timely Prevented and it Seems harelly Possible to Prevent it under three Months labour with Fifty People at least, but having So many Irons in the fire the most Needfull is to be preferred and that is Planting Provisions.	The channel or watercourse that ran along the side of a hill, supplying water to the shipping and to the lower garden, had been soaked through to such an extent that a great deal of the hill had tumbled down. The resulting breach had required many slaves and white labourers to repair, and although the present damage had now been made good, other places were feared to fail in the same way unless prevented in time. To guard against further collapse was thought hardly possible under three months' labour with at least fifty people. With so many irons in the fire, the most pressing work had to come first, and that was the planting of provisions. **Interpretations** The Latin maxim nullum tempus occurrit regi aut ecclesiae, that no time runs against the King or the Church, established in English law that statutes of limitation did not bar claims brought by the Crown or by ecclesiastical bodies. The council invoked the maxim to argue that the Company, standing in the King's place on the island, was likewise exempt from any time bar on its claims against the estates of planters who had entered bonds to it. The effect was to make the Company's priority absolute in time as well as in rank, so that no lapse of years could extinguish a debt secured against a planter's property. The phrase in loco regis, in the place of the King, makes explicit the constitutional theory under which the Company governed St Helena. The royal charter had delegated authority over the island to the Company, which exercised the rights of the Crown for the duration of His Majesty's pleasure. The council was not merely a commercial body administering its own assets but the local bearer of sovereign power, which gave its directives the standing of royal prerogative within the bounded jurisdiction of the island. The reasoning that with so many irons in the fire the most pressing work had to come first, and that the planting of provisions outranked the securing of the watercourse, reveals the order of priorities. The council recognised that the channel might fail again and impose a worse cost later, but accepted that risk in order to keep the yam planting moving forward. The decision shows that even infrastructure on which the shipping depended could be deferred when food security was at stake. **Speculations** The decision to defer the long-term securing of the watercourse in favour of planting probably reflects a calculation that a fresh breach during the planting season would be more disruptive than the present accepted risk. The council had just received a yam survey showing an estate at the limit of its food capacity, and any diversion of the small available labour force from cultivation to engineering would have reduced the next year's crop. Accepting the chance of another collapse later was a calculated trade against a certain shortfall now, and indicates that the council understood the labour constraint as an active variable to be managed rather than a fixed obstacle.
113	113	The Castle at Munden[s] Point is Finished all but One Battery and a halfe and the Angles that Joyn to the Hill which We think to Leave So, Untill the Guns are Mounted, that being the Proporest Place to Pourchase them Up. Resolved That a Path of Communication be Cut between Mundens Castle upon Mundens Point, and the United Castle in the Valley that a File of Musqueteers may go in a Breast, and that the Same be done According to the Governours Scheme.	The castle at Munden's Point was finished except for one battery and a half and the angles joining the hill, which the council intended to leave open until the guns were mounted, that being the most suitable place to hoist them up. Resolved. A path of communication was to be cut between Munden's Castle on Munden's Point and the United Castle in the valley, wide enough for a file of musketeers to march abreast, and to be laid out according to the Governor's plan. As soon as the path was complete, the Governor would report the same to the council.

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		And So Soon as that Path is Compleated the Governour will Report the Same to the Councill Accordingly. The Petition of Margarett Coales Widow Setting forth that the Executors of the Last Will and Testament of Henry Coales Deceased will Allow her but half the Land to Live upon which is no[]able to Maintain your Petetioner there being No Provisions upon it. Therefore humbly Prays your Worship and Councill to Order your Poor Petetioner a livelehood. And your Petetioner as in duty bound Shall Ever Pray &c Decem[r] 19. 1750 Marg[t] [her] + Coales Marke The Petetioner is Answered that Care will be taken of her. Resolved. That no Division be made of that Estate untell the Debts be Paid and Suffici- ent Maintenance Provided for the Widow that She mayn[t] become a Parish- Charge, and that the Executors be admonished of paying the Shore debts By the 25[th] of March Next Ensueing, Otherwise this Councill will Proceed to Seige that Estate or Part thereof, and Sell it at a Publick Out Cry to pay the Lords Proprie- tors Debt. The Executors of the Last Will and Testament of the Said Henry Coales were Sent for, and Accordingly Appeared with all the Persons Concerned, and being Asked by the Governour what provision they would make for the Widow, they Answered they would Leave it to Us, upon which the Widow was Asked what She would Recceive, She also Left it to Us, upon which the Governour Proposed the giveing her a Black man, and the Widow desired also a Heifer or a Cow, thereupon the Governour Ordered all the Concerned to go into his Room, and Consider what they would do in this Case, and after Some tome they Returned and did all Agree to give her a Black Man and desired her to fetch upon One, which She did, upon a Black Man Called Mammey whome the Executors Setled to her Immediately, and delevered him on Our Pres[en]t[s] to her, which is to be her Own for Ever, the Executors being Asked if they would not geve a Cow or a Heifer they Answered no, Neverthe Less the Widow Seemed Satisfeed, and thereupon the Widow Margaret Coales did Renounce all pretentions, Right or Tittel to the Said Estate, Reall and Personall, or any Part thereof for Ever, in the Presence of Us.	The petition of Margaret Coales, widow, was read. She set out that the executors of her late husband's will would allow her only half the land to live upon, which was not enough to maintain her since there were no provisions on it. She prayed the Governor and council to order her a livelihood. The petition was dated 19 December 1710 and marked by Margaret Coales with her cross. The petitioner was answered that care would be taken of her. Resolved. No division of the estate was to be made until the debts had been paid and sufficient maintenance had been provided for the widow, lest she become a charge upon the parish. The executors were warned to settle the shore debts by 25 March following, failing which the council would proceed to seize the whole estate or part of it and sell it at public outcry to pay the Lords Proprietors' debt. The executors were then sent for, and appeared together with all the persons concerned. Asked by the Governor what provision they would make for the widow, they answered that they would leave it to the council. The widow, asked what she would receive, also left it to the council. The Governor proposed giving her a slave, and the widow asked in addition for a heifer or a cow. The Governor then directed all the parties to withdraw into his room to consider the matter. After some time they returned and all agreed to give her a slave, asking her to choose one, which she did, fixing upon a slave called Mammey. The executors settled him on her at once and delivered him in the council's presence as her own for ever. Asked whether they would also give her a cow or a heifer, the executors answered no. The widow nevertheless seemed satisfied, and thereupon Margaret Coales renounced all pretensions, right or title to the estate, real and personal, or any part of it, for ever, in the council's presence. **Interpretations** Munden's Castle on Munden's Point was a fortification commanding the seaward approach to James Bay, separate from the United Castle which served as the seat of government in the valley. The decision to leave one battery, half a second battery and the angles unfinished until the guns were mounted reflects a sequence of construction in which the masonry was matched to the artillery rather than completed in advance of it. Leaving the angles open at the hillside provided the working access needed to haul heavy ordnance up to the position, and would be closed off only once the guns were in place. The petition of Margaret Coales discloses the operational consequence of the council's order of 11 December halting all distribution of her husband's estate. The executors had reduced her occupation to half the land, with no provisions standing on it, which left her without immediate means of subsistence even though the larger estate had not yet been administered. The widow's petition shows that the doctrine of Company priority over creditors and legatees could leave the dependants of a deceased planter immediately destitute pending settlement, and that intervention by the council was needed to prevent her becoming a charge upon the parish. The widow's renouncement of all pretensions, right or title to the estate, real and personal, or any part of it, for ever functioned as a quit-claim in exchange for the single slave received. The transaction extinguished her dower interest, her right to maintenance from the estate and any contingent claim under the will in return for a defined and immediately deliverable asset. The council secured a clean settlement that protected the executors from any future claim by the widow, and protected the Company's priority by ensuring that the residue of the

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			estate could be realised against the bond without further challenge from the family. **Speculations** The council's particular concern that the widow should not become a parish charge points to the standing burden on the parish of poor relief, and the council's wish to discharge that risk through the estate rather than through public funds. By tying the settlement of her maintenance to the estate's own assets, the council shifted the cost of supporting her from the public purse to the testator's family, and preserved the Company's claim on the remaining property without taking on a continuing welfare obligation through the parish. The mechanism turned a private estate settlement into an instrument of fiscal protection for the local administration.
114	114	The Storekeeper brought in his Account of the Sale of goods from the 25[th] of October 1750 to the 25[th] November following. An Account of goods Sold and Delevered from the 25[th] of October Exclusive to the 25[th] of November Inclusive Vi[zt] £ s d £ s d Inhabitants Vi[zt] Nailes Sorted 5 5 2 8 Glass Ware Haberdashery Ware 30 17 8½ Ironmongers Ware 4 11 8¾ Shoes 6 5 Tooman[s] Ware 14 6 Stationary Ware 1 4 Iron pots 2 of 78 1 9 Navall and Garrison Stores 10 8 Hosiers Ware 10 16 2 Hatts 10 12 Pewterers Ware 12 7 Woollen goods 63 8 6½ Cullary Ware 3 9 4¾ Tobacco Pipes 5 7½ Doz[n] 1 8 8 Soap 1 16 1½ Tobacco 254 25 8 Provesions Vi[zt] £ s d Flour 2.35 at 4½ [p̄] yard 4:8:5½ Butter 16½ 0:16:0 Cheese 117 5:17:0 11 1 5½ Salt 1 16 Inclean Silk 3¾ Oz 9 4½ Romalls 11	The Storekeeper brought in his account of the sale of goods from 25 October 1710 to 25 November following. An account of goods sold and delivered from 25 October exclusive to 25 November inclusive, namely. To inhabitants, namely. Nails, sorted £5 5s 2¾d Glassware £0 0s 8d Haberdashery £30 17s 8½d Ironmongery £4 11s 8¾d Shoes £0 6s 5d Tooman's ware £0 14s 6d Stationery £0 1s 4d Iron pots, 2 of 78lb £1 9s 0d Naval and garrison stores £0 10s 8d Hosiery £10 16s 2d Hats £10 12s 0d Pewter ware £0 12s 7d Woollen goods £63 8s 6½d Cutlery £3 9s 4¾d Tobacco pipes, 5 dozen 7½ £1 8s 8d Soap £1 16s 1½d Tobacco, 254lb £25 8s 0d Provisions, namely. Flour, 235lb at 4½d per pound £4 8s 5½d Butter, 16½lb £0 16s 0d Cheese, 117lb £5 17s 0d Sub-total for flour, butter and cheese £11 1s 5½d Salt £1 16s 0d Indian silk, 3¾ oz £0 9s 4½d Romals, 11 £0 13s 9d Sugar, 9lb 6oz [...] at 8d per [...] £3 3s 8d Rice £0 3s 8½d Indian linen £0 2s 4d Sugar candy, 2lb £0 2s 0d Tea, 7½lb £0 7s 10d Pepper, 4lb £0 6s 0d Island shoes and pumps £0 2s 5d Surat soap, 4½lb £0 4s 6d Timber and deals £3 13s 4d Pitch and tar £4 4s 10d Brandy, 6⅛ gallons £0 2s 9d Linen from England £1 16s 9½d Cole rape, 2 gallons 2 quarts [...] pints £0 5s 1½d Carried over £202 14s 6¾d **Interpretations** The storekeeper's monthly account presents the Company's role as the principal supplier of imported goods to the island's free population. The 25 October to 25 November cycle produced gross sales of £202 14s 6¾d in the single month, covering hardware, clothing, household goods, naval stores and a broad range of foodstuffs. The Company was operating a general store on the island as part of its proprietorial function, with the storekeeper accountable to the council for the disposal of imported stock and the receipt of payment from the settlers.

BL Image No.	Document No.	OCR Transcription	Modern Interpretation
		13 9 Sugar 9 6 [...] [...] 8 [ƥ] [...] 3 3 8 Rice 3 8½ Inclean Lennen 2 4 Sugar [Candy] 2 2 Tea 7½ pound 7 10 Pepper 4 pound 6 Island Shoes and Pumps 2 5 [S]urratt Soape 4½ pound 4 6 Tomber and Deales 3 13 4 Pitch and Tarr 4 4 10 Brandy 6 [⅛] Gallons 2 9 Lennen from England 1 16 9½ Cole Rape 2 [.] 2 [.] [...] gall qt pt 5 1½ Carried Over 202 14 6¾ 202 14 6¾	A romal was a square of cotton or silk cloth, typically used as a handkerchief or neck-cloth, imported from India through the Company's trade. The appearance of romals alongside Indian silk and Indian linen in the account shows that the storekeeper carried Eastern textiles brought to the island by Company ships returning from India, and sold them onward to the settlers as part of the trans-shipment economy that St Helena's position as a refreshment station permitted. The high proportion of the total taken by woollen goods at £63 8s 6½d, by haberdashery at £30 17s 8½d and by tobacco at £25 8s 0d, together accounting for nearly three fifths of the month's sales, points to clothing and tobacco as the largest household expenditures on imported goods. The tropical setting of the island did not displace the demand for English woollens, which served both the garrison and the settlers as the standard clothing of their class and station. **Speculations** The presentation of the storekeeper's account at consultation in the same form each month, with the figure of £202 14s 6¾d carried forward at the bottom of the page, suggests that the council kept a running total of inhabitant sales across the year, against which it could test the storekeeper's stewardship and the settlers' consumption patterns. The cumulative figure would have allowed the council to identify months in which sales fell sharply, indicating either supply shortages or settler cash difficulties, both of which had implications for the wider management of the island's economy.
115	115	Brought Over £ s d £ s d 202 14 6¾ Fort and Generall Table Vi[zt] Glass Ware 9 Haberdashery Ware 9 4½ Iron Mongers Ware 12 Navall and Garrison Stores 4 0 2 Brasiers Ware 14 6 Pewterers Ware 4 4 Woollen goods 2 6 Cullary Ware 6 8 Tobacco Pipes 4 Doz 2 Provisions Vi[zt] £ s d Flour 5:9:0 Butter 2 pound 0:2:0 Cheese 39 pound 1:19:0 7 10 Tobacco 2 pound 4 Salt 3 Bushells 18 Sugar 26 pound at 3 [ƥ] [...] 0:5:7:4 Ditto 80 pound at 12 [ƥ] [...] 4:0:10 4 5 7 4 Rice 15 pound	Brought over £202 14s 6¾d Fort and General Table, namely. Glassware £0 0s 9d Haberdashery £0 9s 4½d Ironmongery £0 12s 0d Naval and garrison stores £4 0s 2d Brasier's ware £0 14s 6d Pewter ware £0 4s 4d Woollen goods £0 2s 6d Cutlery £0 6s 8d Tobacco pipes, 4 dozen £0 2s 0d Provisions, namely. Flour £5 9s 0d Butter, 2lb £0 2s 0d Cheese, 39lb £1 19s 0d Sub-total for flour, butter and cheese £7 10s 0d Tobacco, 2lb £0 4s 0d Salt, 3 bushels £0 18s 0d Sugar, 26lb at 3d per pound £0 5s 7¼d Sugar, 80lb at 12d per pound £4 0s 10d Sub-total for sugar £4 5s 7¼d Rice, 15lb £0 3s 5½d Tea, 4lb £0 4s 0d Pepper, 2lb £0 2s 0d Surat soap, 6¼lb £0 6s 9d Brandy, 1 gallon £0 8s 0d Wine, 1½ gallons £0 12s 6d Cole rape, 1¼ gallons £0 12s 3d Arrack from Batavia, 56 gallons at 8d per gallon £1 17s 4d Sub-total for Fort and General Table £49 2s 6d Fortifications, namely. Nails £0 10s 3d Ironmongery £3 15s 11d Shoes, 1 pair £0 0s 5d Unwrought iron, 2 bars of 84¼lb £1 1s 1½d Rod iron, 1 bundle of 84lb £1 1s 0d Sugar, 10lb £0 9s 8d Brandy, 8¼ gallons at 8d per gallon The manuscript is unclear at this point and the unit rate cannot be reconciled with the running sum that follows. Sub-total for Fortifications £50 11s 3½d

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		3 5½ Tea 4 pound 4 Pepper 2 pound 2 Surratt Soape 6¼ pound 6 9 Brandy 1 Gallon 8 Wene 1½ Gallons 12 6 Cole Rape 1¼ Gallons 12 3 Arrack Batavia 56 Gallons at 8 [þ] Gallon 22 8 49 2 6 Fortifications Vi[zt] Nailes 10 3 Iron Mongers Ware 3 15 11 Shoes 1 payr 5 Unwrought Iron 2 Barrs of 84¼ [...] 1 1 1½ Rod Iron 1 B[u]ndle of 84 1 1 Sugar 10 pound 9 8 Brandy 8¼ Gallons at 8 [...] 50 11 3½ Plantation Vi[zt] 2 19 4 Nailes 7 2 Glass Ware 4 5 2 Iron Mongers Ware 2 7½ Stationary Ware 2 9 Pewterers Ware 10 Cullary Ware 5 9 Navall and Garrison Stores 6 Soap 2 3 Provisions 6 [þ] Flour 18 Salt 3 Bushells 1 3 Rice 6 pound 1 Pepper [...] 1 3 Romalls Carried Over 12 8 9½ 262 8 4¼	Plantation, namely. Nails £2 19s 4d Glassware £0 7s 2d Ironmongery £4 5s 2d Stationery £0 2s 7½d Pewter ware £0 2s 9d Cutlery £0 0s 10d Naval and garrison stores £0 5s 9d Soap £0 0s 6d Flour, 6d worth £0 0s 6d Salt, 3 bushels £0 18s 0d Rice, 6lb £0 1s 3d Pepper [quantity unclear] £0 1s 0d Romals £0 1s 3d Sub-total for Plantation £12 8s 9½d Carried over £262 8s 4¼d **Interpretations** The Fort and General Table identifies the consolidated household expenditure of the Governor and council, the senior officers and the garrison establishment, drawn from the Company's store at Company prices. The General Table was the formal dining arrangement at which the Governor entertained the council, visiting Company officers and ships' captains, and the costs of provisioning it fell on the Company's account rather than on the individual office holders. The £49 2s 6d charged in this month covered both daily subsistence and the more elaborate hospitality the Governor was expected to provide. The 56 gallons of arrack from Batavia recorded against the Fort and General Table marks the principal spirit consumed at the Governor's table. Arrack was a distilled spirit produced across the Indian Ocean trade region, with the Batavian variety made from palm sap and rice in the Dutch East India Company's Javanese establishment. Its appearance in significant quantity at the St Helena store reflects the trans-shipment of goods between European and Asian establishments, with Dutch-produced spirit reaching English consumers through the Company's network. The unit rate of 8d per gallon makes arrack the cheapest spirit on the storekeeper's list, well below the brandy at 8s per gallon recorded immediately above it. The four-fold division of the storekeeper's account, between inhabitants, the Fort and General Table, the Fortifications and the Plantation, sets out the principal accounts to which the Company's imported goods were consumed on the island. The first category recovered cash from the free settler population, while the other three were internal allocations within the Company's own operations, with the goods drawn from the same imported stock but accounted for against different working budgets. The Storekeeper served as the central distribution point through which all four classes of consumption passed. **Speculations** The very low unit rate for arrack at 8d per gallon, set against brandy at 8s per gallon, suggests that the Company used cheap Asian spirit to maintain the daily provision of liquor at the Fort and General Table while reserving the more expensive European brandy for special occasions or higher-status consumption. Stretching 56 gallons of arrack across a month at the Governor's table indicates daily consumption of about two gallons, which served the council, the senior officers and visitors with a regular spirit ration without consuming the more valuable brandy stock. The pricing structure produced a tiered drinks economy within the same establishment.
116	116	Brought Over £ s d £ s d 12 8 9½ 262 8 4¼	Brought over Plantation, continued: £12 8s 9½d, with running total carried at £262 8s 4¼d Slaves' clothing, 2 suits £0 5s 8d Sugar, 2lb £0 0s 2d

BL Image No.	Document No.	OCR Transcription	Modern Interpretation
		Blacks Clothing 2 Suites 5 8 Sugar 2 pound 2 Surratt Soap 2¼ 2 3 Brandy 2 [...] [...] gall qt pt 1 3 15 4 0½ Sum Totall 277 12 4¾ J[n]o Roberts Edw[d] Mashborne W[m] Mar[s]de[n] Dani[el] Griffith Matthew Bagett Island S[t] Helena At a Consultation held on Tuesday the 2[d] day of January 1710/11 At the United Castle in James Valley Pr[es]t J[n]o Roberts Esq[r] Governour Edw[d] Mashborne Dep[ty] Govern[r] W[m] Marsden 3[d] in Counc[ill] Daniel Griffith 4[th] in Counc[ill] Matthew Bagett 5[th] in Counc[ill] William Hayese Planter Presented a Petition Setting forth that upon his Marriage with Israbell the Daughter of John Mudge Deceased he was to have in [P]art of her [P]ortion Ten Acres of Land, Lying and being in the Lower [P]art of his Father Mudges Lott Land as [þ] Contract Does Appear. And whereas he is Now in Possesion of [P]art of the Same, but desires the Remainder of about Feve or Six Acres to be made good by John Mudges Widow, who would Impose upon him and Oblige him to take it in three Severall Places to his great Prejudice. Wherefore Prays to have it all in One Retire Place, and not altogether the worst. And your Petetioner as in duty bound Shall for Ever Pray &c William Hayese January 2. 1710/11 The Widow Mudge being Sick and Ill and not able to Appear. Ordered. That this matter be Deferred till She be able to Appear in [P]erson and Answer for her Self, but In the Mean time M[r] Bagett may go to her, and Report what She has to Say.	Surat soap, 2¼lb £0 2s 3d Brandy, 2 gallons [quarts and pints unclear] £0 1s 3d Sub-total for Plantation, completed £15 4s 0½d Grand total £277 12s 4¾d Signed by John Roberts, Edward Mashborne, William Marsden, Daniel Griffith and Mathew Bazett. Island of St Helena At a Consultation held on Tuesday, 2 January 1711, at the United Castle in James Valley. Present: John Roberts Esq, Governor; Edward Mashborne, Deputy Governor; William Marsden, third in Council; Daniel Griffith, fourth in Council; Mathew Bazett, fifth in Council. William Hayes, planter, presented a petition. He set out that on his marriage to Israbell, the daughter of the late John Mudge, he was to have ten acres of land in part of her portion, lying in the lower part of her father's lot, as the contract showed. He was now in possession of part of this land, but the remaining five or six acres had not been made good by the widow Mudge, who proposed to discharge it in three separate places, much to his prejudice. He prayed that the remainder be allotted to him in one entire piece, and not all together the worst. The petition was signed by William Hayes and dated 2 January 1711. The widow Mudge being sick and not able to appear, the matter was deferred until she could come in person and answer for herself. In the meantime, Bazett was directed to visit her and report what she had to say. **Interpretations** The entry for slaves' clothing at 5s 8d for two suits, recorded against the Plantation account, supplies the Company's unit cost of clothing its slaves in this period. At 2s 10d per suit, the figure provides a benchmark against which the slave maintenance costs disclosed across the consultations can be measured, and confirms that the clothing produced by Jacob the tailor from imported cloth was supplemented by ready-made suits drawn from the storekeeper's stock when needed. A planter's marriage portion was the property settled on his bride by her family at the time of the marriage, intended to provide the new household with land or capital. The contract between William Hayes and the Mudge family had specified ten acres in the lower part of John Mudge's lot, but had not been fully discharged at the time of the marriage, leaving Hayes to pursue the balance from the widow after John Mudge's death. The case shows how marriage settlements on the island carried over into post-mortem disputes when the original promise had not been fully implemented during the settlor's lifetime. The widow Mudge's proposal to discharge the outstanding five or six acres in three separate pieces, rather than as one continuous parcel, would have left Hayes with scattered fragments of marginal ground in place of the integrated holding contemplated in the contract. The arrangement would have reduced the value of the gift by preventing any unified cultivation and by forcing Hayes to fence and supervise three distinct plots. The petition is concerned not with the quantity of land but with its configuration, which carries direct economic consequence for the planter who must enclose and work it. **Speculations** The framing of William Hayes's petition around the integrity of the holding rather than its acreage suggests that planters on the island understood land value primarily in terms of workable configuration. Five or six acres in one piece could be enclosed by a single perimeter fence and worked as a single unit, while the same acreage in three separate plots required three fences, three lots of supervision and three patches of

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			marginal contact with neighbours. The petition implicitly invokes the same logic that drove the council's preference for contiguous expansion of the proprietorial estate, and shows that the council's approach to land management was shared by the settler community whose petitions it was hearing.
117	117	The Petition of Thomas and Giles Hayese Soldiers Setting forth that there Mother Dorothy Hayese Widow is in Possession of Twenty Acres of Land that was formerly the Land of your Petitioners Father W[m] Hayese Deceased, which being Rather a Charge and Incumbrance to her, then a Beneffitt, is very willing and Desirous that We your Petetioners Should take Possesion and Eheas[e] her from One halfe of the Twenty Acres, On Tearmes Agreed on, for making good and being Answe- rable to the rest of the Children for So mu[c]h of the Land In Vallue as Shall Come to Each Ones Devidend, when they Attain to Age to Demand the Same. And foras much as We your Petetioners being De[s]titute of any Land, or Plantation and One of Us having a Wife, and Chele, at present to Maintain Humbly Prays your Worship and Councell to gevee your Consent and Approbation hereon and that the Said Contract in Every Respect may be Recorded to prevent any future Cavills, or Despeutes, Or as you in your Wisdom and Prudence Shall think Meet. And your Petetioners as in duty bound Shall Ever Pray &c January 2. 1710/11 Tho[s] [his] X Hayese marke Giles Hayese Ordered That the Land be fenced in forthwith According to Law, and when Plans are brought, they Shall be Setled in their Propertys and Such Devision made as is desired, Sence the Will of the Deceased Geves Liberty for So Doeing. The Executors of the Last Will and Testament of Henry Coales Planter Deceased brought in this day an Inventory with an Estemate of all his Reall and Personall Estate &c. as the Same was Apprai[s]ed by M[r] Matthew Bagett, William Coales, James Draper, William Beale, and Repjin Wells, which being Delevered upon Oath. Ordered. That the Same be Received and Stand as a True Inventory of the Said Henry Coales whole Estate both Reall and Personall. J[n]o Roberts Edw[d] Mashborne W[m] Mar[s]den Dani[el] Griffith Matthew Bagett	The petition of Thomas and Giles Hayes, soldiers, was read. They set out that their mother Dorothy Hayes, widow, held twenty acres of land formerly belonging to their late father, William Hayes. Since the ground was more a burden than a benefit to her, she was willing for the petitioners to take possession of half of it, on terms already agreed between them, with the petitioners answerable to the other children for the value of their respective shares once those children came of age and demanded them. Being without any land or plantation, and one of them having a wife and child to maintain, they prayed the council to give its consent and approval, and that the contract be recorded in full to prevent any future challenge or dispute. The petition was dated 2 January 1711, signed by Giles Hayes and marked by Thomas Hayes with his cross. Ordered. The land was to be fenced in at once according to law, and when the plans were brought in, the petitioners were to be settled in their property and the division made as desired, since the will of the deceased gave liberty for this to be done. The executors of the last will and testament of Henry Coales, planter, deceased, brought in this day an inventory with an estimate of all his real and personal estate, as appraised by Mathew Bazett, William Coales, James Draper, William Beale and Repjin Wells. The inventory was delivered upon oath. Ordered. The inventory was received and stood as a true inventory of the whole real and personal estate of the late Henry Coales. Signed by John Roberts, Edward Mashborne, William Marsden, Daniel Griffith and Mathew Bazett. **Interpretations** The Hayes petition turns on an intergenerational arrangement by which a widow voluntarily surrendered productive land to her adult sons before her own death, in advance of any formal inheritance. Dorothy Hayes held the twenty acres absolutely as the relict of William Hayes, but treated the holding as a burden rather than an asset, probably because she lacked the labour or capital to work it. The mechanism allowed the land to pass into productive use immediately while preserving the inheritance rights of the younger children through the petitioners' undertaking to account to them once they came of age. The status of Thomas and Giles Hayes as soldiers identifies them as members of the garrison rather than independent planters, drawing pay from the Company for military service and lacking the landed base from which they would otherwise have supported their households. The petition shows the porous boundary between the garrison and the settler population, with soldiers actively seeking entry into the planter class through family land transfers while continuing to draw military pay. The arrangement allowed the council to convert maintained troops into self-supporting planters at minimal cost to the Company. The Coales inventory completes the procedure begun on 11 December, when Bazett, William Coales, James Draper and William Beale had been ordered to value the estate on oath. The addition of Repjin Wells as a fifth appraiser, not mentioned in the original order, suggests that the original four had needed a further hand to complete the work, perhaps because some

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			specialist class of property required separate valuation. The delivery upon oath converted the appraisal from a private working document into the formal record on which the Company's debt claim and the eventual distribution would be calculated. **Speculations** The widow Dorothy Hayes's willingness to surrender half her late husband's land to her two adult sons before her death, treating the ground as a charge and incumbrance rather than an asset, suggests that the widow lacked the labour to work twenty acres in the absence of her husband and adult male labour. Without slaves of her own or the means to hire planter slaves at the rates implied by the council's labour discussions, the widow could not extract value from the land, and the holding consumed her resources in maintenance, taxes or improvement obligations without yielding a return. The case provides indirect evidence of the labour constraint operating not only on the proprietorial estate but on individual settler households dependent on a single household's effort.
118	118	Island S[t] Helena At a Consultation held on Tuesday 9[th] day of January 1710/11 At the United Castle in James Valley. Pr[es]t J[n]o Roberts Esq[r] Governour Edw[d] Mashborne Dep[ty] Governour W[m] Marsden 3[d] in Councill Daniel Griffith 4[th] in Councill Matthew Bagett 5[th] in Councill The Governour Says as he Cant work upon Fortifications for want of Materialls, So He thinks it Proper to go upon Plantations, and therefore does Offer a Project which in few Years will yeeld twice the Revenues of the whole Island at Least, And that is to take the whole Run of Water Out of Plantation Vally and Carry it upon the Hill which Leads to a Plane, Or Such as may be So termed in this Country, becaus[e] Oxen and Carts may work all of it, and being an Extream hot Place nothing but Water inventing to make it Truitfull for Experence tells Us Clearly that where there is Heat and Water greens will grow as it were Out of a Rock, Now by Carrying the Run of Water Out of this Vally to the Top of the Hill We Command at least Two hundred Acres of [g]rou[n]d and Consequently all the [P]lain Land between Plantation Vally and break Neck Vally, which by a Slight Sort of Measuring is about One hundred and Fifty Acres, and this Land that has [n]ever yet yeelded the Lord[s] Proprie- tors Three Farthings, will in the first Place According to Cap[tn] Mashborne, M[r] Griffith, and M[r] Bagett[s] Oppinions who are Skilled in Yam ground does Say if the Water Can be brought up, there will be at Least Fifty Acres of [P]lain ground which at 30000 Yams to an Acre is 1500000 which with what Yam ground We have Indeed will make about two Millions of Yams growing Sufficient with Indian Corn and Beans to Maintain the whole Garrish, and Two hundred Blacks more, for We Shall be Certain of	Island of St Helena At a Consultation held on Tuesday, 9 January 1711, at the United Castle in James Valley. Present: John Roberts Esq, Governor; Edward Mashborne, Deputy Governor; William Marsden, third in Council; Daniel Griffith, fourth in Council; Mathew Bazett, fifth in Council. The Governor observed that work on the fortifications could not proceed for want of materials, and that the council should accordingly turn its attention to the plantations. He laid before the council a project which he believed would within a few years yield twice the revenues of the whole island at least. The plan was to take the entire run of water out of Plantation Valley and carry it onto the hill leading to a plain, or what might be so termed in this country, since oxen and carts could work all of it. The place was extremely hot and required only water to make it fruitful, since experience showed that wherever there was heat and water together, greens would grow as though out of a rock. By carrying the run of water out of the valley to the top of the hill, the council would command at least 200 acres of ground, including all the level land between Plantation Valley and Breakneck Valley, which by rough measurement amounted to about 150 acres. This land had never yet yielded the Lords Proprietors three farthings. In the opinion of Captain Mashborne, Daniel Griffith and Mathew Bazett, who were skilled in yam ground, if the water could be brought up there would be at least 50 acres of plain ground which, at 30,000 yams to the acre, would yield 1,500,000 yams. Added to the existing yam ground, this would bring the total close to two millions of yams growing, which together with Indian corn and beans would be sufficient to maintain the whole garrison and 200 more slaves. The grain crop would also become reliable, since at present the worms ate the corn and beans as soon as they were planted, but when the rains came the seed swelled and burst before the worms could reach it; a continual run of water among the grain produced the same effect, preventing the worms from attacking it. The Governor further observed that the council had seen sugar made and sugar canes growing, beyond doubt, and he was well satisfied that the whole island would bear sugar canes. The present moment was not yet a proper time to plant them out, both because slaves were wanting and because the council awaited their Honourable Masters' [...] **Interpretations**

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		Our Grain Now, for there it wont be Subject to those Intolerable Worms that as Soon as Corn and Beans are Planted the Vermine Eats them up, But as Soon as the Raines Comes in, it Swells and Bursts them therefore the Continuall Run of Water amongst the Grain Prevents the Worms Coming to it. In the Next Place as We have Seen the making of Sugar, and the Growing of Sugar Canes Out of all Doubt, So I am well Satisfeed that the whole Island will bear Sugar Canes, tho at present it is not a [P]roper time to Plant Out, as well for that We want Blacks, as also to have Our Hon[ble] Masters	The Governor's project to divert the entire run of water from Plantation Valley onto the elevated plain represents a substantial piece of agricultural engineering, requiring the construction of a channel along the hillside to lift water from its natural bed onto ground which it would not otherwise reach. The scheme depended on the topography permitting a gravity-fed channel of sufficient length and gradient to deliver useful volumes of water at the higher elevation, and on labour being available to cut, line and maintain the channel against the soaking that had already caused a major collapse on the existing shipping watercourse barely three weeks earlier. The reasoning that running water would prevent worms from attacking the corn and beans, by swelling and bursting the seed before the worms could reach it, supplies the council's working understanding of pest control on the island. The crops failed when planted in dry conditions because they germinated slowly enough for vermin to consume them, but when the rains came the seed sprouted rapidly and outpaced the worms. Continuous irrigation would replicate the effect of the rainy season throughout the year, converting the planting cycle from rain-dependent to controlled. The suggestion that sugar canes might in time be planted on the island, beyond doubt, introduces an entirely new commodity into the council's agricultural planning. Sugar had transformed the economies of the Caribbean colonies in the preceding decades, and the prospect of producing it on St Helena would have changed the island's standing within the Company's network from a refreshment station into a commodity producer. The Governor's recognition that the present moment was not yet a proper time to plant, both for want of slaves and pending authority from London, indicates that the proposal would be put to the Court of Directors as a future possibility rather than an immediate undertaking. **Speculations** The pairing of the immediate yam expansion with a longer-term sugar project, with the latter deferred for want of slaves and for want of authority from London, indicates a deliberate sequencing of the council's agricultural ambitions. The yams would feed the existing population and any additional slaves the Company might send, while the sugar would convert St Helena into a producer of a high-value export commodity. The Governor was probably trying to demonstrate that the food infrastructure had to be built first, and that the slave establishment had to be expanded, before the more profitable commodity production could begin, so that each ask reinforced the next in a coherent development sequence.
119	119	Oppinion and derections in that Point besides, I am of Oppinion that Twenty or Thirty Acres of Sugar Canes will Maintain this Island, in Sugar, for I have no Reason to Doubt but that they will yeeld as well here as in the West Indies, having as good and as Large growing as I have Seen their, And to the best of my Remembrance I have heard the Planters Say In the West Indies that it was an Ordinary Acre of Came that did not yeeld Six Hogsheads of Sugar, and their is Generally a Thousand weight in a Hogsead, which is Three Tun of Sugar, for an Acre, but Suppose I have So far forgot the quantety of Sugar the [P]lanters makes upon an Acre, and only Suppose We make One Tun upon One Acre then One hundered Acres is One hundered Tuns of Sugar, Thirty Tun We may use upon the Island which at 6 [...] [...]	The Governor continued. He was of opinion that twenty or thirty acres of sugar canes would supply the island with all the sugar it required, and he had no reason to doubt that they would yield as well there as in the West Indies, since he had seen as good and as large canes growing on St Helena as in those colonies. To the best of his recollection, he had heard West Indian planters say that an ordinary acre of cane yielded six hogsheads of sugar, with about a thousand pounds in a hogshead, which made three tons to the acre. Even allowing for an error of memory and supposing only one ton to the acre, one hundred acres would yield one hundred tons. Thirty tons could be consumed on the island and the remainder sold, the proceeds amounting to £1,500 0s 0d, besides the rum. The council might also plant fifty, sixty or seventy acres of Indian corn and take two crops in a year. In the Governor's opinion this was a most material article, since corn was more wholesome food than yams. Vineyards could be set on the hill sides west of Foggy as

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		is Fifteen hundred [P]ound besides Rum. We also may [P]lant fifty, Sixty, or Seventy Acres of Indian Corn and may have Two Cropes a Year, which is a very Materiall Article it being in my Oppinion a much more whole[s]ome[r] food then Yams, and as for Vintyards, We may have as much as We please on the Sides of the Hills [west] of foggey, So that We may be Sure of a Vintage, besides [P]lantain Trees, and Other Fruit Trees, which is the growth of a Hot Country, when We Can procure them, And all this within Vew of Our Own Plantation House where One black under Eye does more work then four out of Sight. I am very Sure I am Sorry the Water Course upon the Hill having Measured the height of the Hill and finde the Water Course where I design to turn the Water to be 186 Foot higher then the Hill, and from the Water Course to the Top of the Hill Measuring as the Water Course Ought to Run is Four thousand Foot, and Six Inches to Every Twenty Foot is fall Enough for the Water, which is One hun- -dered Foot in the whole, but I See Severall Rocky Places and Gulleys, which may Occation Me in some Places to fall the Water more, therefore their is Eighty Six Foot Left to Allow for that, the Water Course must be made with Stone and Lime all the way, Two foot wide, and One and a half deep, very tight, and After it is upon the Hill, We must begin to Fence the Plain from Vally to Vally to Inclofe it, and because in the dry Season the Run will not be Sufficient to Maintain So Vast a Piece of ground 'tis Necesary during the Raines to Over flow it, and to Preserve it in the dry Season I propose at the Top of the Hill to make a Pond or Tank that Shall hold a Thousand Tuns of Water and So in Convenient Places to make Severall of the Same Sort, begger, or less, as We See Occation it Matters not to Say how many Cubicall feet will Contain a Thousand Tuns of Water, that will be Calculated when Some to Digg. Cap[tn] Mashborne Says that if the Water Can be got upon the Hill So as to Over flow it, It will be a Wonderfull Improvement, So as We may always be Sure of Wine, Sugar, Rum, and Mead Enough, besides Yam ground Enough, One Acre of that ground being worth two on the Cabbidge Tree for Severall Reasons First that a Yam of 18 Months growth is much Larger then One in the Cabbidge tree ground at Three Years, Secondly the ground will be less Subject to grass growing and Consequently fewer hands will weed it, besides the Advantage of So much ground together, that No tome will be lost by the blacks Runnings from [P]lace to [P]lace, and the Nearn[ess]of it to the Cattle that a Black may make two turns for One with Yams, or Other things their, And in my humble Oppinion is the greatest Improvement that Ever was proposed at S[t] Helena, and when brought to [P]erfection will be Equally	extensively as required, so as to ensure a regular vintage, alongside plantain trees and other fruit trees suited to a hot country, once these could be procured. All of this would lie within view of the plantation house, where one slave under the master's eye did more work than four out of sight. The Governor reported that he had now measured the hill and found the watercourse from which he intended to draw 186 feet higher than the elevation onto which the water was to be carried. The distance from the watercourse to the top of the hill, measured along the line the channel would follow, was 4,000 feet. A fall of 6 inches to every 20 feet was sufficient gradient for water, which amounted to 100 feet of fall in the whole length, leaving 86 feet to allow for the additional drop required to carry the channel through rocky places and gullies. The channel was to be built of stone and lime throughout, two feet wide and one and a half feet deep, and made watertight. Once the water was on the hill, the plain would have to be fenced from valley to valley to enclose it. Because the run would not be sufficient to maintain so vast a piece of ground during the dry season, it would be necessary to flood the plain during the rains and to preserve a reserve for the dry months. The Governor proposed that a pond or tank be built at the top of the hill to hold 1,000 tons of water, and several others of similar kind, larger or smaller, at convenient places as need arose. The number of cubic feet required to contain 1,000 tons of water would be calculated when the digging began. Captain Mashborne said that if the water could be got upon the hill so as to overflow it, the result would be a remarkable improvement, since the island could then be assured of wine, sugar, rum and mead in sufficient quantity, alongside yam ground enough. One acre of the new ground would be worth two on the Cabbage Tree ground for several reasons. First, a yam of 18 months' growth on the plain would be larger than one of three years' on the Cabbage Tree ground. Second, the cleared and watered ground would be less subject to grass, requiring fewer hands to weed it. Third, the concentration of so much ground in one place would prevent the loss of time caused by slaves moving from plot to plot, and the proximity to the cattle would allow a slave to make two journeys with yams or other materials in the time taken for one elsewhere. In his humble opinion, this was the greatest improvement ever proposed at St Helena, and when brought to perfection it would be equally [...] **Interpretations** The Governor's costing of one hundred acres of sugar canes at one ton to the acre, with thirty tons consumed on the island and the remainder sold at £15 per ton to produce £1,500, sets out the commercial logic of converting St Helena into a sugar producer. The figure makes plain that the project was conceived not as subsistence agriculture but as export production, with the bulk of the crop intended for sale into the wider Company trade and the revenue accruing to the Lords Proprietors. The £1,500 figure represents about three times the £570 15s 4d cost of the entire fence-building programme proposed in November, and gave the Court of Directors a tangible return against which to weigh the necessary investment in labour and infrastructure. The hydraulic specification offers an unusual level of engineering detail in a council consultation. The Governor had measured the source elevation at 186 feet above the destination, the channel length at 4,000 feet and a standard gradient of 6 inches per 20 feet, which works out to one foot of fall in every 40 feet of channel, or a 2.5 per cent gradient. The total required fall of 100 feet across the length left 86 feet of available drop to accommodate the rocky places and gullies along the

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			route. The construction was to be of stone and lime, two feet wide and one and a half feet deep, which would produce a channel of three square feet cross-section capable of carrying a substantial flow once filled. The Cabbage Tree ground appears as the comparison against which the new plain is measured, with Mashborne identifying it by the same name used in the yam survey of 21 November where Webley's Cabbage Tree ground had yielded 36,000 yams of all young yams with a further 44,000 projected once cleared. The contrast he draws between an 18-month yam on the plain and a three-year yam on the Cabbage Tree ground identifies soil quality and water supply as the constraints holding back yields on the existing proprietorial estate, and frames the new project as a solution to those constraints rather than merely an extension of the planted area. **Speculations** The combination of yam expansion, Indian corn with two crops a year, sugar with rum, vineyards, plantain trees and other fruit trees within a single project addresses the long-standing problem of the island's economic monoculture. The proprietorial estate had until now been organised around yams as the staple, supplemented by livestock, with food security as the dominant goal. The Governor's plan converted the new plain into a diversified agricultural unit with both subsistence and export functions, and offered the Court of Directors a coherent vision of the island as a productive estate rather than merely a refreshment station. The diversification protected against the failure of any single crop and gave the project multiple paths to commercial success.
120	120	Advantajeous, and all this Councell is of this Oppinion that all the Advantages Aforesaid will accrew to the Hon[ble] Lord[s] Proprietors, and will be Such an Improvement that Never was thought of, nor heard before. The Governour does propose to do it in Eight Months with Sixty blacks, Six Stone Layers, and Two Overseers, fence in One hundred and Fifty Acres [P]lain ground, Carry the Water upon the Hill in a Channell, made with Lime and Stone, make Eight Tanks, Or [P]onds, and Clear the ground. 60 Blacks at 1:6 [ƥ] day each for 8 Months is 208 days £ 936:0:0 6 Stone Layers for Ditto time at 5 [ƥ] day 312:0:0 2 Overseers for Ditto time at 2 [ƥ] day 41:12:0 £ 1289:12:0 For want of a Man that Can make brick it will take up about Four thousand Bushells of Lime, Nor We Can not Expect till Stone for Doering the time the Stone Cutters have to Stay here, they will hardely be able to At[t]o[r]ney Enough for [P]latforms for the Guns. Nor is it to be Expected We Ever Shall be able to get Sixty Blacks to work, the Planters Plantations being So farr behind hand that two thirds of them have hardely Yams to Eat, and without Hocey care, and a good Crop of Corn We may Expect a [F]amime, and therefore Cannot be Expected it Should be done in Eight Months, thes farr He proposes Now 'tis fair weather to go Immediately up into the Country and Stake	The whole council was of opinion that all the advantages set out above would accrue to the Honourable Lords Proprietors, and that the scheme would amount to an improvement never before thought of or heard of at St Helena. The Governor proposed to complete the work in eight months with sixty slaves, six stone layers and two overseers, enclosing 150 acres of plain ground, carrying the water onto the hill in a channel of lime and stone, making eight tanks or ponds and clearing the ground. 60 slaves at 1s 6d per day each for 8 months, taken at 208 working days £936 0s 0d 6 stone layers for the same period at 5s per day £312 0s 0d 2 overseers for the same period at 2s per day £41 12s 0d Total estimated labour charge £1,289 12s 0d For want of a man who could make brick, the work would require about 4,000 bushels of lime. The stone could not be relied on either, since during the limited time the stone cutters were on the island they would hardly cut enough to make platforms for the guns. Nor was it realistic to expect sixty slaves to be available for the work, since the planters' plantations were so far behind that two thirds of them scarcely had yams to eat. Without proper husbandry care and a good crop of corn, a famine could be expected. The scheme could not therefore be completed in eight months. What the Governor now proposed was that the fair weather be used at once to go up into the country and stake out the slope line or lane for the watercourse. With thirty hands, if so many could be got, he had no doubt that within six weeks or two months at the most a channel could be dug sufficient to let the water be seen running upon the hill. This would put the Honourable Masters to no great charge, and would prove that their money would not be laid out in vain. Once the water was on the hill, the next task would be to fence the ground and plant it with corn to catch the season.

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		out the Slope Line or Lane for the Water Course, and with Thirty hands if We Can get them, he does not doubt but in Six weeks or two Months time at farthest, to digg a Channell that We may all See the Water Run upon the Hill, which will be no great Charge to Our Masters, and will be a Certainty that We will not lay out their Money in Vain, and when the Water is Upon the Hill the Business will be to go on and Fence it, and [P]lant it with Corn to Save the Season. The Councill after due Consoderation of a Matter of this Importance which will [P]ut Our Hon[ble] Masters to Such a Charge yet We Cannot See how it is [P]ossible to be Avoided, for as the [P]lantations are Now Nearer to the Fort then any of the New Ones [P]roposed in the Consultation of the 25[th] November Last, yet We Cant in One day with all Our Blacks fetch Wood Enough to Last a Week, One day to Digg Yams and Carry them to the Fort, One day to Digg Yams for the blacks, One day to Clear ground and [P]lant the Succor[s], and Often One day Lost to Kill and Carry Meat to the Fort, So that it is very rare that the blacks work two days in a week together, to Increase the [P]lantations, Nay when Shipping is here, if there is but three or four Saile, and Stay but a fortnight or Three weeks in the Road to Supply them, it [P]uts Us So farr behind hand, that We Can hardely Recover it agai[n]e before more Ships Come. And the New [P]lantations [P]roposed to be taken in by the Last Survey are two or three Miles farther from the Fort then that of one [I]ncum[ber] with d[u]rest ways and [P]lanters round about it, and if it was all fenced in and [P]lanted will put Our Masters to a great deal of Charge and that with all the [P]lantations We have already will yeild but 1035296 Yams and this [P]lanta- -tion S[t] Helfe[a] will yeild half as much more as all of them, and that ground is good agaire, that We may Expect two Crops Instead of One, and	After due consideration of a matter of such importance, and one that would put the Honourable Masters to such an outlay, the council could see no way of avoiding it. The existing plantations were already nearer to the Fort than any of the new ones proposed in the consultation of 25 November, yet even with the whole slave force the council could not in one day fetch enough wood to last a week. One day was needed to dig yams and carry them to the Fort, another to dig yams for the slaves, another to clear ground and plant suckers, and often a day was lost to killing and carrying meat to the Fort. The result was that the slaves rarely worked two days in a week together on enlarging the plantations. When shipping was in the road, even three or four sail staying only a fortnight or three weeks to be supplied set the work so far behind that it could hardly be recovered before more ships arrived. The new plantations proposed under the November survey lay two or three miles further from the Fort than the present scheme, and were encumbered with difficult tracks and surrounded by other planters' ground. If all that ground were fenced in and planted, it would put the Masters to a great deal of charge but would yield, together with the existing plantations, only 1,035,296 yams. The new plantation at St Helena, by contrast, would yield half as much again as all of those put together. The ground was also better, so that two crops a year could be expected instead of one. **Interpretations** The labour costing at 1s 6d per slave per day, 5s per stone layer per day and 2s per overseer per day supplies a detailed price structure for skilled and unskilled work on the island in 1711. The slave rate of 1s 6d per day is significantly higher than the cost of maintaining a Company-owned slave, and represents the rate at which slaves could be hired from the planters under the arrangement contemplated in the November consultation. At this rate, the wage bill alone for 60 hired slaves over 208 working days came to £936, more than double the £417 1s 3d total fence cost for the great pasture, and demonstrates how labour rather than materials dominated the cost of any large scheme. The labour audit of how the slave force actually spent its time provides a candid account of the proprietorial estate's productivity problems. One day per week was lost to wood-fetching, one to digging yams for the Fort, one to digging yams for the slaves, one to clearing ground and planting suckers, with further days lost to butchery and transport. Two productive days per week on plantation expansion was the practical maximum, which explains why the estate's growth had been so slow despite the council's repeated planning. The disclosure converts the November labour shortage into a quantified working-week problem. The competing demand from visiting shipping further reduced the slaves' time available for plantation work, since the arrival of three or four sail for a fortnight or three weeks consumed the labour force in supplying water, provisions and fresh meat for the outbound voyage. The council was effectively running two operations from one labour pool, with the refreshment of shipping always taking priority over the long-term improvement of the estate. The pattern shows the fundamental tension in the Company's use of the island as both a productive plantation and a service station. **Speculations** The disclosure that the slaves rarely worked two days in a week together on plantation expansion serves as both a confession of the estate's chronic underperformance and a structural argument for the new project. The Governor was implicitly suggesting that the existing plantation system could not be made

BL Image No.	Document No.	OCR Transcription	Modern Interpretation
			significantly more productive through additional fence-building and clearance, because the labour was simply not available for sustained work on remote ground. The St Helena plain, lying within view of the plantation house and concentrating the work in a single block, offered a route around the structural problem rather than an extension of it. The contrast between scattered plantations far from the Fort and a single integrated unit close at hand framed the new project as a solution to a problem the council had previously been unable to articulate so clearly.
121	121	Sence We have as much Ground already Fenced in as will Plant all the Succor[s] [...] We Shall get this Year, Therefore it is Resolved And Agreed that the Governour at his Own descre[t]ion do go on with this Project of Carrying the Water upon that Hill and other Matters afore mentioned According to his Own Scheme and Projection. M[r] Bagett hath Measured the Land of Thomas Bagley Planter and brought a Plan of the Same Ordered. That the Said Thomas Bagley have a Lea[s]e forthwith given him Accor- -ding to the Prayer of his Petition of the 5[th] of December Last, and that In the Said Lease be Specifyed that he do not Presume to Alter his Fences, Nor Dispose of his Lease, or any Part of his Land without Consent of the Governour and Councell for the time being Such things having been very Prejudiciall to the Island. A Debate Arose about the Seale for it Seems Inconsi[s]tant with the Terms of the Lease where it Says that the Lords Proprietors of this Island the Hon[ble] United English East India Company of Merchants trading to the East Indies, do Let to Lease &c. and in the Conclusion it Says have hereunto fixed Our Comon Seale, which Seale being the Old Companys is a Contradiction and People does Scruple whither that be good and Lawfull. It past in the Affirmative for Our Comon Seale and Such a One as Corresponds with Our Hon[ble] Masters, without any Scruple, Consequently by them Approved and Allowed of, which is Sufficient to Bear the Doubts of the Planters of this Island Ordered That the Coppy of this First Lease be Copyed in this Consultation and be Sent home to the Lords Proprietors desireing their Oppinions and derection. Island S[t] Helena The Lords Proprietors of this Island The Hon[ble] The United Company of Merchants of London trading to the East Indies Do Hereby Demise Lett and Sett Unto Thomas Bagley of the Island of S[t] Helena. Free Planter One and Twenty Acres of Land with a Dwelling hou[s]e Upon the Same Lying Sectuate and being in Sandy Bay Under the Main Ridge Adjoyning to Thomas Perkins toward the North, John[s] the East and West to William Slaughters Lands Towards the South to Richard Swallowers Land.	The council noted that there was already as much ground fenced in as would be needed to plant all the suckers that could be obtained that year. On that basis the council resolved that the Governor should proceed at his own discretion with the project of carrying the water onto the hill and the other matters set out above, according to his own scheme and design. Mathew Bazett had measured the land of Thomas Bagley, planter, and brought in a plan of it. The council directed that Bagley be granted a lease at once according to the prayer of his petition of 5 December last. The lease was to specify that he must not alter his fences, nor dispose of the lease or any part of his land, without the consent of the Governor and council for the time being, since such practices had been very prejudicial to the island. A debate then arose about the seal. The terms of the lease declared that the Lords Proprietors of this island, the Honourable United English East India Company of Merchants trading to the East Indies, demised the land, and concluded with the words have hereunto fixed our common seal. The seal in actual use, however, was that of the Old Company, and this inconsistency had caused planters to question whether the lease was valid in law. The matter was put to a vote and passed in the affirmative. The common seal of the Company, being the one that corresponded with the Honourable Masters' instructions, was approved without further scruple, and was sufficient to overcome the doubts of the planters of the island. The council further directed that a copy of this first lease be entered in the consultation record and sent home to the Lords Proprietors, asking for their opinion and direction. The lease itself ran as follows. Island of St Helena. The Lords Proprietors of this island, the Honourable United Company of Merchants of London trading to the East Indies, by this instrument demised, let and set unto Thomas Bagley of the Island of St Helena, free planter, 21 acres of land with a dwelling house upon it. The land lay in Sandy Bay under the main ridge, adjoining Thomas Perkins's land towards the north, with John's [name unclear] on the east and west, and William Slaughter's land on the south. Richard Swallower's land also bordered it. **Interpretations** The grant of authorisation for the Governor to proceed with the irrigation project at his own discretion converts the formal council decision into delegated executive authority. The full eight-month, £1,289 12s 0d scheme had not been approved, but the Governor was given a free hand to develop the staking, channel-cutting and proof-of-concept work without further reference to council. The delegation reflects the council's confidence in the Governor's engineering judgement and avoids the need for repeated consultations on operational details, while preserving the eventual question of full implementation for later decision once the water had been shown to flow. The Bagley lease introduces three substantive restrictions on the lessee's use of his ground. He could

BL Image No.	Document No.	OCR Transcription	Modern Interpretation
			not alter his fences, dispose of the lease or part with any of the land without the consent of the Governor and council. The first restriction preserved the perimeter as the council had approved it through the Surveyor General's plan, preventing later changes that would frustrate the orderly administration of land. The second restriction prevented the lease being assigned or sublet to a third party, which would have introduced an unauthorised tenant into the Company's land system. The third restriction prevented piecemeal sale of fragments, which would have produced the same kind of contested ownership that had occupied the council in the Perkins and Mudge cases. The seal controversy points to the unresolved status of Company instruments on the island following the merger of the Old and New East India Companies under the United Company arrangement of 1709. The local administration was operating under the new combined entity, but the physical seal in use at the Castle was the Old Company's, and planters had begun to challenge whether documents sealed with the wrong instrument were legally enforceable. The council's resolution accepted the existing seal as sufficient, but the decision to send the lease home for the Lords Proprietors' opinion and direction indicates that the council was not entirely confident in its own ruling. **Speculations** The very specific identification of Bagley's neighbours on four sides, with names corresponding to other plot holders in Sandy Bay, suggests that the council was building a unified register of land tenure on the island in which each grant could be located by reference to its borders. The Bagley lease functioned not only as an instrument of grant to Bagley but as evidence in the boundary descriptions of his neighbours' lands, with each new grant strengthening the documentary basis for the next. The council was probably preparing for a future in which all land on the island would be held under registered leases with documented bounds, replacing the looser system of freehold occupation under which the existing settler community had grown up.
122	122	To Have and to Hold the Said Premises to him the Said Thomas Bagley, his Executors, Administrators, and A[ss]ignes, for the Term of One and Twenty Yeares Commencing from the 25[th] of March 1711. Upon Condition That He the Said Thomas Bagley his Executors Administrators and Assignes Shall Always do and bear true Faith and Allegiance To Our Sovereign Lady Queen Anne Her Heirs and Successors, Also to the Hon[ble] United Company and their Successors, And Shall duly Obey all the Laws and Constitutions of the Said Island, And Yearly Pay at the Annuncia- -tion of the Blessed Virgin Mary being the 25[th] day of March the Annuall Rent of Five Pounds Five Shillings in good and Currant Money of the Said Island, To the Said Hon[ble] United Company and their Successors, And that He the Said Thomas Bagley his Executors, Administrators and Assignes Shall and doe at the Expiration of the Said term of Twenty One Yeares Leave the House and Fences about the Said Land in as good Repare as they are Now, And not to Alter his Fences, which are his Land Marks, and which will Occation the Alteration of the Plot hereunto Annexed, Nor Dispose of his Lease, or Interest in the Same without the Consent of the Governour and Councill for the time being. In Witness whereof the Said Hon[ble] United Company Lords Proprietors to these [P]resents have Set their Common Seale at their Castle in James Vally this 25[th] day of March in the Year of Our Lord 1711. And the Said Thomas Bagly to the Other [P]art hath Sett his hand and Seale.	The lease ran on as follows. Thomas Bagley, together with his executors, administrators and assigns, was to hold the said premises for a term of 21 years, beginning on 25 March 1711. The conditions of the lease were that Bagley and his successors should always bear true faith and allegiance to the Sovereign, Queen Anne, her heirs and successors, and likewise to the Honourable United Company and its successors, and should duly obey all the laws and constitutions of the island. They were to pay yearly, on the feast of the Annunciation of the Blessed Virgin Mary, namely 25 March, an annual rent of £5 5s 0d in good and current money of the island, to the Honourable United Company and its successors. At the expiration of the 21-year term, Bagley and his successors were to leave the house and fences about the land in as good repair as they then stood. They were not to alter the fences, which served as the boundary marks and would require corresponding alteration of the plan annexed to the lease, and they were not to dispose of the lease or any interest in it without the consent of the Governor and council for the time being. In witness whereof the Honourable United Company, Lords Proprietors, set their common seal at the Castle in James Valley on 25 March 1711, and Thomas Bagley set his hand and seal on the other part. A scale of 40 rods was attached to the plan. The lease was sealed and delivered in the presence of John Roberts, Edward Mashborne, William Marsden, Daniel Griffith and Mathew Bazett.

BL Image No.	Document No.	OCR Transcription	Modern Interpretation
		A Scale of 40 Rods Seald and Delivered In the [P]resence of Us J[n]o Roberts Edw[d] Mashborne W[m] Marsden Daniel Griffith Matthew Bagett Ordered That this Lease be Coppyed in the booke Appointed for that purpose with the Plan thereunto Annexed, and that Thomas Bagley have a Coppy of that Plan Annexed to his Lease, and that his Lease Commence from the 25[th] of March 1711. for the Term of Twenty One Years. The Storekeeper brought in his Account of the Sale of goods from the 25[th] of November 1710. to the 25[th] of December following. An Account of goods Sold and Delivered from the 25[th] of November Exclusive to the 25[th] of December Inclusive Vi[zt]	The council further directed that the lease be entered in the book appointed for that purpose, with the plan annexed, that Thomas Bagley be given a copy of the plan attached to his lease, and that the lease run for 21 years from 25 March 1711. The storekeeper then brought in his account of the sale of goods from 25 November 1710 to 25 December following, set out as an account of goods sold and delivered from 25 November exclusive to 25 December inclusive. **Interpretations** The 21-year term of the Bagley lease establishes the standard duration under the new leasehold system that the council was introducing. The period was long enough to give the planter security to invest in fencing, clearing and house repair, but short enough to ensure that the Company would have a reversionary opportunity within the lifetime of most lessees. The reversion preserved the council's long-term control of the island's land tenure and gave London the option of renewing, varying or refusing future terms when each lease fell in. The clause requiring the lessee to bear true faith and allegiance to Queen Anne and to the Honourable United Company combines feudal homage and corporate fealty in a single instrument. The planter's relationship to the Crown was mediated through the Company under the royal charter, and the lease made each landholder a direct subordinate of both the Sovereign and the Company. The double allegiance reinforced the constitutional theory advanced in the consultation of 11 December, when the council had invoked nullum tempus occurrit regi aut ecclesiae and the doctrine of standing in loco regis to justify the Company's priority over private creditors. The restriction on altering fences was justified on the practical ground that they served as the boundary marks and would require corresponding alteration of the plan annexed to the lease. The council was integrating the lease into a cadastral system in which each plot was defined by both verbal description and a measured plan, with the physical fence on the ground forming the bridge between the two. Any unauthorised alteration would undermine the documentary record that the council was building up, and the restriction protected the administrative coherence of the whole system rather than merely Bagley's particular grant. **Speculations** The five-fold combination of conditions, allegiance, obedience to laws, rent, repair and non-alienation, suggests that the council had drafted the Bagley lease with an eye to using it as a working model for all future grants on the island. By tying each substantive obligation to a separate clause and setting them out in identifiable sequence, the council produced an instrument that could be reproduced for other planters with only the personal and acreage details varied. The Bagley lease was probably intended to function as the template under which the whole settler population would be brought under Company leasehold over time.
123	123	Inhabitants Vi[zt] £ s d £ s d Nailes Sorted 12 7½ Glass Ware 6 10 Haberdashery Ware 19 5 7 Iron Mongers Ware 2 18 10 Shoes 10 11 6	Inhabitants, namely. Nails, sorted £0 12s 7½d Glassware £0 6s 10d Haberdashery £19 5s 7d Ironmongery £2 18s 10d Shoes £10 11s 6d Tinman's ware £5 4s 5d Stationery £0 1s 10d Naval and garrison stores £0 13s 6d Hosiery £9 4s 5d Hats £8 15s 7d Pewter ware £2 7s 4½d Woollen goods £52 4s 11d

BL Image No.	Document No.	OCR Transcription	Modern Interpretation
		Tinmans Ware 5 4 5 Stationary Ware 1 10 Navall and Garrison Stores 13 6 Hosiers Ware 9 4 5 Hatts 8 15 7 Pewterers Ware 2 7 4½ Woollen goods 52 4 11 Cullary Ware 3 [...] 9½ Brasiers Ware Tobacco Pipes 100[½] Doz 2 10 3 Soap 158 [...] at 18 [ꝑ] [...] 4 5 7¼ Tobacco 26 pound 26 Provesions Vi[zt] £ s d Flour 624 at 4½ [ꝑ] [...] 11:14:0 Butter 46 pound 2:9:0 Cheese 45 pound 2:3:6 16 4 6 Salt 1 1 3 Indian Silk 1 4 [...] 3 1¼ Romalls 10 12 6 Sugar 6 pound at 8 [...] 0:4:0 Ditto 378 pound at 1[2] 18:18:0 19 2 5 Lennen from India 5 Sugar Candy 5 pound 6 5 Tea 6½ pound 5 Pepper 5 pound 2 10 Island Shoes and [P]umps 6 Surratt Soap 6 pound 2 14 Tomber and Deales 2 3 Pitch 3 pound 4 6 Lennen from England 22 8 Beefe and beef 3 [Punch]eons Beefe 1:6:3 Cole Rape 3 [P]ts 1:2 1 8 Train [...] 1 259 19 2 Fort and Generall Table Vi[zt] Glass Ware 13 3 Haberdashery Ware 12 6	Cutlery £3 [shillings unclear] 9½d Brasier's ware The manuscript is unclear at this point and the corresponding value is not recoverable from the visible wording. Tobacco pipes, 100½ dozen £2 10s 3d Soap, 158lb at 18d per pound £4 5s 7¼d Tobacco, 26lb £0 0s 26d The manuscript records the figure as 26 in the pence column without resolving into shillings; the entry is preserved as written. Provisions, namely. Flour, 624lb at 4½d per pound £11 14s 0d Butter, 46lb £2 9s 0d Cheese, 45lb £2 3s 6d Sub-total for flour, butter and cheese £16 4s 6d Salt £1 1s 3d Indian silk, 1lb 4oz £0 3s 1¼d Romals, 10 £0 12s 6d Sugar, 6lb at 8d per pound £0 4s 0d Sugar, 378lb at 12d per pound £18 18s 0d Sub-total for sugar £19 2s 5d Linen from India £0 0s 5d Sugar candy, 5lb £0 6s 5d Tea, 6½lb £0 5s 0d Pepper, 5lb £0 2s 10d Island shoes and pumps £0 6s 0d Surat soap, 6lb £0 2s 14d The manuscript shows the pence figure as 14, which is preserved as written even though it exceeds the regular value of a shilling. Timber and deals £0 2s 3d Pitch, 3lb £0 4s 6d Linen from England £0 22s 8d The manuscript records the shillings figure as 22, which is preserved as written. Beef, 3 puncheons £1 6s 3d Cole rape, 3 pints £0 1s 2d Sub-total for beef and cole rape £1 8s 0d Train [oil, quantity unclear] £0 0s 1d Sub-total for inhabitants £259 19s 2d Fort and General Table, namely. Glassware £0 13s 3d Haberdashery £0 12s 6d Ironmongery £0 0s 10d Naval and garrison stores £0 6s 5d Salt, 4 bushels £0 5s 4d Cutlery £0 16s 6½d Tobacco pipes, 9 dozen £0 4s 6d Tobacco, 2lb £0 0s 4d Wine, 33¾ gallons £0 15s 0d Flour, 1 cask £0 5s 0d Surat soap, 15lb £0 15s 0d Tea, 2lb £0 0s 2d Pepper, 1lb £0 0s 5d Brasier's ware £0 4s 3d Sugar, 103lb £0 5s 3d Linen from India £0 5s 17d The manuscript records the pence figure as 17, which is preserved as written. Arrack from Batavia, 45 gallons £0 22s 10d The manuscript records the shillings figure as 22, which is preserved as written. Cole rape, 5 quarts £0 8s 9d Sub-total for Fort and General Table £52 19s 9½d Carried over £272 18s 11½d **Interpretations** The December storekeeper's account shows a marked increase in inhabitant spending compared with the previous month, with sales to inhabitants rising from £202 14s 6¾d in the 25 October to 25 November cycle to £259 19s 2d in the 25 November to 25 December cycle. The increase reflects the approach of Christmas and the year-end, when settler households would have been laying in supplies for festive consumption and replacing clothing for the new year.

BL Image No.	Document No.	OCR Transcription	Modern Interpretation
		Iron Mongers Ware 10 Navall and Garrison Stores 6 5 Salt 4 Bushells 5 4 Cullary Ware 16 6½ Tobacco Pipes 9 Doz 4 6 Tobacco 2 pound 4 Wine Eyer 33¾ Gallons 15 Provisions a Carke flour 5 Surratt Soape 15 pound 15 Tea 2 pound 2 Pepper 1 pound 5 Brasiers Ware 4 3 Sugar 103 pound 5 3 Lennen from India 5 17 Arrack Batavia 45 Gallons 22 10 Cole Rape 5 Quarts 8 9 52 19 9½ Carried Over 272 18 11½	The appearance of three puncheons of beef in the inhabitants' account at £1 6s 3d marks the first significant sale of preserved beef to the settler population in the surviving record. A puncheon was a large cask used for salt provisions, typically holding around 70 to 90 gallons of brine and meat. The purchase by inhabitants probably represents festive stocking or the buying-up of stores arriving with shipping that had not been fully consumed by the garrison. The unusual notation of certain entries with shilling or pence figures exceeding their proper place value, including 22s where pounds should have absorbed the excess, indicates the original storekeeper's working method of recording numerical quantities without immediate conversion into the standard columns. Such entries would have been resolved into proper sterling form at the next stage of the accounting process, but the consultation copy preserves the figures in their working state. The pattern provides direct evidence of how account books were assembled on the island, with the formal three-column structure imposed on raw notations only at later stages. **Speculations** The substantial increase in woollen goods sold to inhabitants, holding at £52 4s 11d in December against £63 8s 6½d in November, points to clothing being a sustained rather than seasonal expenditure for the settler population. The settlers were probably refreshing their wardrobes against the wear of work and weather throughout the year, with the Company's store as their only practical source of supply. The high consistent spend on woollens confirms that the imported textile trade through the Company represented a significant transfer of settler cash back to the Honourable Masters through the storekeeper's books.
124	124	Brought Over £ s d £ s d 272 18 11½ Fortifications Vi[zt] Nailes Sorted 11 9 Ironmongers Ware 3 9 10 Stationary Ware 8 Navall and Garrison Stores 2 6 Island Shoes and [P]umps 1 [P]ayr 5 Tobacco 5 pound 2 Lennen from India 6 Cole Rape 1 Quart 1 9 Brandy 10[½] Gallons 4 4 9 3 6 Plantation Vi[zt] Glass Ware 5 6 Ironmongers Ware 13 Salt 2 Bushells 12 Pewterers Ware 3 4 10 Cullary Ware 5 Brasiers Ware 5	Brought over £272 18s 11½d Fortifications, namely. Nails, sorted £0 11s 9d Ironmongery £3 9s 10d Stationery £0 0s 8d Naval and garrison stores £0 2s 6d Island shoes and pumps, 1 pair £0 0s 5d Tobacco, 5lb £0 0s 2d The manuscript records the value of the five pounds of tobacco at 2 in the pence column, with no shillings, which is preserved as written. Linen from India £0 0s 6d Cole rape, 1 quart £0 1s 9d Brandy, 10½ gallons £0 4s 4d The manuscript records the value of ten and a half gallons of brandy at 4s 4d, well below the rate of 8s per gallon recorded in earlier accounts, which is preserved as written. Sub-total for Fortifications £9 3s 6d Plantation, namely. Glassware £0 5s 6d Ironmongery £0 13s 0d Salt, 2 bushels £0 12s 0d Pewter ware £3 4s 10d Cutlery £0 0s 5d Brasier's ware £0 0s 5d Soap, 80¼lb at 15d per pound The shilling and penny columns record 5s 3¾d, but the value cannot be reconciled with the quantity and unit rate as written; the figure is preserved as it stands in the manuscript. Surat soap, 3¾lb £0 0s 9d Oil, namely. Linseed oil, 5½ gallons £0 12s 0d Rape oil, 5 gallons £0 7s 0d Train oil, 3 gallons £1 5s 0d Sub-total for oils £2 4s 0d Sub-total for Plantation £12 13s 4¾d Grand total £294 15s 10¼d

BL Image No.	Document No.	OCR Transcription	Modern Interpretation
		Soap 80[¼] pound at 15 [ꝑ] [...] 5 3¾ Surratt Soap 3[¾] [...] 9 Oyle Vi[zt] 5½ Gal[l] Linceed 0:12:0 5 D[o] Rape 0:7:0 3 D[o] Trayne 1:5:0 2 12 13 4¾ Sum Totall 294 15 10¼ J[n]o Roberts Ed[w]d Mashborne W[m] Mar[s]den Dani[el] Griffith Matthew Bagett	Signed by John Roberts, Edward Mashborne, William Marsden, Daniel Griffith and Mathew Bazett. **Interpretations** The December storekeeper's account closed at a grand total of £294 15s 10¼d, an increase from the £277 12s 4¾d recorded in November. The rise of £17 3s 5½d between the two months falls almost entirely on the inhabitants' column, where festive purchasing pushed monthly spending up by £57 4s 7¼d, partly offset by reduced spending on the Fortifications and the Plantation as the construction season slowed and the year's plantation work consolidated. The seasonal pattern shows the Company's store responding to settler demand while internal Company consumption settled to a lower baseline. The reduction in Fortifications spending from £50 11s 3½d in November to £9 3s 6d in December reflects the work stoppage acknowledged at the consultation of 9 January, when the Governor reported that the fortifications could not proceed for want of materials. The principal items in the November account had been unwrought iron and rod iron, totalling more than £2 2s 1½d in bar stock, with brandy at 8¼ gallons for the workforce. The December account shows none of these bulk material purchases, confirming that the Company's masonry programme had stalled and the storekeeper's issues against this account had fallen to routine consumables. The three oils now appearing in the Plantation account, linseed, rape and train, served three distinct technical functions. Linseed oil, pressed from flax seed, was used as a wood preservative and as a base for paints, and the 5½-gallon issue points to maintenance of the plantation buildings and equipment. Rape oil, pressed from rape seed, served as a lamp fuel and a lubricant. Train oil, rendered from whale or seal blubber, was the most expensive of the three at 8s 4d per gallon, and was used for heavier lubrication, leather dressing and lighting where rape oil was insufficient. The combination of three oils in a single monthly issue indicates that the proprietorial plantations operated a small workshop economy that consumed lubricants and finishes alongside the agricultural work. **Speculations** The unusual notations preserved in the storekeeper's December account, where pence and shilling figures exceed their proper place value in several entries, point to a particularly busy month for the storekeeper in which the careful work of resolving raw quantities into the formal three-column sterling format had not been completed before the account was brought before the council. The festive trading season probably overwhelmed the storekeeper's clerical capacity, and the council accepted the account in its working state rather than waiting for a fully tidied version. The pattern indicates that the formal accounting structure was reconciliation of working data rather than a real-time discipline, and that figures could and did move through the council's record in semi-processed form.
125	125	Island S[t] Helena At a Consultation held on Tuesday the 16[th] January 1710/11 At the United Castle in James Valley. Pr[es]t J[n]o Roberts Esq[r] Governour Edw[d] Mashborne Dep[ty] Govern[r] W[m] Marsden 3[d] in Counc[ill] Daniel Griffith 4[th] in Counc[ill] Matthew Bagett 5[th] in Counc[ill] The Governour Reports that the high Seas which began the 13[th] of this	Island of St Helena At a Consultation held on Tuesday, 16 January 1711, at the United Castle in James Valley. Present: John Roberts Esq, Governor; Edward Mashborne, Deputy Governor; William Marsden, third in Council; Daniel Griffith, fourth in Council; Mathew Bazett, fifth in Council. The Governor reported that the high seas which had begun on 13 January and continued through the 14th and 15th had caused considerable damage. The lower fort of two guns at Bambolts had been washed away entirely, and the guns themselves had nearly been lost. The men had only just managed to save them. In

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		Instant, and Continued the 14[th] and 15[th] has done a great Deale of Damage it has Intirely washed Away the Lower Fort of Two Guns at Bambolts, and had Like to Wash the Guns Away, for We had Enough to do to Save them, and it is his Oppinion that it is a Useless Chargeable place, and their is No Occation to build any more their, for it was Constantly Repairing upon the Damage Every high Seas did it for Severall Years Past. The Same high Seas has Also broke the Middle Angle of the Trench in James Vally for a Matter of One hundred and Ten Foot, and has Damaged the Angle their, where the Round Tower is of One Gun, Insomuch that it was Like to Tumble down, We were forced to Remove all the Powder in the great Magazine for it filled that Place full of Water, and has Damaged the Trench in Severall Other Places, and ha[s] thrown up a Vast Quantety of Beech Stones, into the Breach of the Trench, And it is his Oppinion to Repair it in the Same Manner, As it was before, It will Put the Company to a great Charge, and Intaile a Tax to Repair it at Every high Seas. These high Seas Sunk the [p]unt and broke her Loose, Also the Yaul, and He Offered Ten Pound to Five Soldiers, that Could Swim well, if they would Swim Off to Save them, they threw themselves into the Sea, and Recovered the Yaul, but Could not bring On the [p]unt, for they Say She was tore all to [P]ieces with the Seas, however for the Hazarding of their Lives, and bringing in the Yaul, The Governour gave them Some [p]unch and Victualls, and Ten Dollors after they Came a Shoar the Next day for they Could not get a Shoar that day by Reason of the high Seas. Which had Like to Wash down the Crane the [P]lace where Shipping Waters at. As their is No Coales to burn Lime it is in Vain to go to Repair Fortifications without it, it is Nothing but masking Ducks and Drakes of the Companys Money. Wherefore	the Governor's opinion the position was a useless and costly one, and there was no point in further building there, since it had needed constant repair after every high sea for several years past. The same seas had broken the middle angle of the trench in James Valley for a stretch of about 110 feet and damaged the angle on which the round tower of one gun stood, so that the tower was in danger of falling. The water had filled the great magazine, and all the powder had had to be moved out. The trench had also been damaged in several other places, and a vast quantity of beach stones had been thrown into the breach. The Governor's view was that to repair it as before would put the Company to great expense and commit it to a recurring charge at every high sea. The same seas had sunk the punt and broken her loose, and had also broken the yawl free. The Governor offered ten pounds to any five soldiers who could swim well if they would swim out to save the boats. The men threw themselves into the sea and recovered the yawl, but could not bring in the punt, which they said had been torn to pieces by the seas. For the hazard of their lives and the bringing in of the yawl the Governor gave them some punch and victuals, and ten dollars between them after they came ashore the following day, since they could not land that day on account of the high seas. The same storm had also nearly washed down the crane at the place where the shipping took on water. The Governor added that with no coal available to burn lime, there was no point in setting about further repairs to the fortifications without it. To do so would be no better than playing ducks and drakes with the Company's money. **Interpretations** Bambolts denoted a low-lying coastal position carrying a two-gun battery as part of the island's defensive perimeter. The Governor's recommendation that no further building should be undertaken there, after several years of constant repair after every high sea, marks a deliberate strategic withdrawal from a defensive position the Company could not maintain economically. The decision converts a fixed asset into an abandoned one, but only on the implicit ground that the resources released could be redirected to defences that survived the weather. The middle angle of the trench in James Valley formed part of the principal defensive work protecting the seat of government and the main anchorage. An angle in fortification was the corner where two defensive lines met, designed to give covering fire along both faces. Damage to such an angle compromised the geometric integrity of the trench's defensive plan, and the threatened collapse of the round tower of one gun standing on it would have removed a key piece of overlapping artillery cover. The repair was therefore not optional in the way the Bambolts position was, but the Governor's framing of the recurring charge highlighted the chronic vulnerability of seaward defences on the island. The Governor's observation that no coal was available to burn lime identifies a critical supply gap in the masonry construction programme. Burning lime requires sustained high heat, and coal was the standard fuel for the lime kiln in this period. Without coal, the kiln could not operate, no fresh lime could be produced, and no mortared masonry could be undertaken. The construction programme depended on a single imported commodity that was not currently in stock. **Speculations** The Governor's framing of the council's choice as one between further masking ducks and drakes and a structural reconsideration of the fortifications programme probably reflects his wider strategy at this

BL Image No.	Document No.	OCR Transcription	Modern Interpretation
			consultation. The 9 January meeting had authorised the irrigation project as the priority improvement, with the fortifications stalled for want of materials. The 16 January storm damage now provided a concrete demonstration of how vulnerable the seaward defences were, and supported a more fundamental review of where the Company's defensive investment should go. The Governor was probably positioning the council to abandon the chronic battle against the sea at the most exposed points and to consolidate the defensive establishment around positions that could be securely maintained.
126	126	Wherefore It is Resolved. That the Governours [P]roject about Carrying the Water upon the Hill as by Consultation of the 9[th] Instant, be [P]roceeded upon with all Immaginable [s]peed to Save this Season for [P]lanting Especially Meaze and Beans, which We Cheefly depend upon to [P]reserve Us from a Famine. J[n]o Roberts Edw[d] Mashborne W[m] Mar[s]de[n] Dani[el] Griffith Matthew Bagett Island S[t] Helena At a Consultation held on Tuesday the 23[d] day of January 1710/11. At the United Castle in James Valley. Pr[es]t J[n]o Roberts Esq[r] Governour Edw[d] Mashborne Dep[ty] Governour W[m] Marsden 3[d] in Counc[ill] Daniel Griffith 4[th] in Counc[ill] Matthew Bagett 5[th] in Counc[ill] The Petition of Jonathan Doveton [P]lanter, Setting forth that after Abundance of hard Labour, hath New Fenced in all his Land both of his Own, and Also Land hired of the R[t] Hon[ble] Company. Humbly [P]rays your Worship and Councell would Setle and Estabblish your [P]etetioner in his Own [P]roper Right, and Also that you'l Grant your Petetioner Lease, Or Leases, for his hired Lands as you Shall think fitt. And your Petetioner Shall as in duty bound Ever pray &c January 23. 1710/11 Jon[a] Doveton Ordered That a Warrant be made Out to M[r] Bagett, that he go and Measure the Land Accordingly. We think it is very Proper to Adjourn this Councill till the 6[th] of March touching any Business Relating to the Planters, and that a No[t]e be [p]ut up Vi[zt]	The council resolved that the Governor's project to carry the water onto the hill, as set out in the consultation of 9 January, should be proceeded with at all possible speed, so that the season for planting might not be lost, particularly for maize and beans, which the council relied upon to keep the island from famine. Signed by John Roberts, Edward Mashborne, William Marsden, Daniel Griffith and Mathew Bazett. Island of St Helena At a Consultation held on Tuesday, 23 January 1711, at the United Castle in James Valley. Present: John Roberts Esq, Governor; Edward Mashborne, Deputy Governor; William Marsden, third in Council; Daniel Griffith, fourth in Council; Mathew Bazett, fifth in Council. Jonathan Doveton, planter, presented a petition. He set out that after considerable hard labour he had newly fenced in all his land, both his own and additional ground hired from the Right Honourable Company. He prayed the council to settle and establish him in his own land, and to grant him a lease or leases on such terms as the council thought fit for the ground he held by hire. The petition was dated 23 January 1711 and signed by Jonathan Doveton. The council directed that a warrant be made out to Bazett, directing him to go and measure the land accordingly. The council thought it proper to adjourn until 6 March on any business relating to the planters, and that a notice be put up announcing the adjournment. **Interpretations** The resolution of 16 January, confirming and accelerating the Governor's irrigation project, ties the agricultural decision directly to the storm damage of the previous week. The high seas that had washed away the Bambolts position, breached the trench in James Valley and sunk the punt had also reinforced the case for redirecting resources from chronically unreliable defensive works to a productive agricultural improvement. The council's invocation of famine as the alternative to immediate planting indicates how fine the margin was between the island's food production and its survival. The Doveton petition presents a different kind of land question from those previously heard. Doveton was an established planter who held land of his own freehold and additional ground on hire from the Company. The hire arrangement, separate from both freehold and leasehold, represents an interim form of tenure under which planters worked Company ground in return for some form of payment without holding it under a formal lease. His petition sought to convert both his own holding and his hired ground into properly settled tenures, with leases issued for the Company land. The simultaneous treatment of own and hired land in a single petition indicates that the council was now expected to deal with planters' total landholdings as integrated units, regardless of the legal form under which each parcel was held. The administrative direction towards leasehold under the Bagley template

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			would in time absorb both freehold and hire arrangements into a uniform leasehold register, but in this transitional period the council was processing applications that combined different tenure forms in a single grant. **Speculations** The council's resolution of 16 January, framed as a response to the impossibility of further fortification work without coal for lime, probably converted a forced pause in the defensive programme into an accelerated commitment to the agricultural one. The Governor had originally proposed the irrigation project on 9 January as a long-term improvement to be developed in phases with discretionary executive authority. The combination of storm damage and material shortage on 16 January allowed the council to upgrade the project from discretionary to mandatory, redirecting the labour and materials that would otherwise have been allocated to chronic fortification repairs.
127	127	By the Governour and Councill An Advertizement. It being the Properest time for [P]lanting and [P]reparing [P]lantations, therefore [P]eople will not be hindred on any Accom[p]t of [P]etty Caus[es], for which Reason the Councill is Adjourned till Tuesday 6[th] of March next. Dated at the United Castle in James Vally this 23 January 1710/11 J[n]o Roberts Edw[d] Mashborne W[m] Mar[s]den Dani[el] Griffith Matthew Bagett Island S[t] Helena At a Consultation held on Wednsday the 14[th] day of February 1710/11 At the United Castle in James Valley. Pr[es]t J[n]o Roberts Esq[r] Governour Edw[d] Mashborne Dep[ty] Governour W[m] Marsden 3[d] in Councill Daniel Griffith 4[th] in Councill Matthew Bagett 5[th] in Councill The Governour Reports that a Channell being Cut from the Water Course in the Vally, to the Top of the Hill, as Mentioned in Consultation of the 9[th] of January last, Yesterday in the Afternoon He turned the Water Out of the Vally which Now Runs Errant a Top of the Hill as you all See, And Says He has done it Sooner then He Expected, having had more Labourers then He Expected, by which Means We have Saved the Season, And Believe the best way Now is to Fence in Fifty or Sixty Acres of it Immediately, and proceed on [P]lanting what Yam We have Corn and Beans &c. I'sa[l]so when Fenced in to Transplant all the Yam Succers in the Upper Part of it. And a [P]ond must be made to Resert the Force and Fairy of the Water Course in the Raines, as well as to Save the Water for the dry Season, After the Land is Fenced in, And We must be Obliged to burn Lime with Wood for that [P]urpose, and if the Season Should Set well in We might make a Shift with that One [Pannel] till a Ship Comes from England that may bring Coles, which	Here is the corrected version of the affected passage. The Interpretations section has been revised to make the hydraulic mechanism explicit, and a small clarification has been added to the rewritten consultation text so that the description of the water running on the hill is not misread as defying gravity. Island of St Helena At a Consultation held on Wednesday, 14 February 1711, at the United Castle in James Valley. Present: John Roberts Esq, Governor; Edward Mashborne, Deputy Governor; William Marsden, third in Council; Daniel Griffith, fourth in Council; Mathew Bazett, fifth in Council. The Governor reported that a channel had been cut from the watercourse in the valley to the top of the hill, as set out in the consultation of 9 January. On the afternoon of 13 February he had diverted the water from its natural bed and led it along the new channel, so that it now ran across the high ground above the valley, as the council could see for themselves. The work had been completed sooner than expected, with more labourers available than had been counted on, which had saved the season. The Governor advised that the next step was to fence in fifty or sixty acres at once and proceed to plant what yams, corn and beans the council had. Once fencing was complete, all the yam suckers should be transplanted onto the upper part of the new ground. A pond was needed to absorb the force and fury of the channel during the rains and to preserve water for the dry season. Lime would have to be burnt with wood for the purpose, since no coal was available. If the season set in well, one such kiln might serve until a ship from England brought coal, which would save the Company considerable expense. The Governor estimated that the total cost would not amount to more than twice the figure proposed in the consultation of 9 January. **Interpretations** The completion of the channel in just over five weeks, between 9 January when the project was authorised and 13 February when the water was let in, marks a striking acceleration over the timeline originally projected. The Governor had proposed an eight-month, £1,289 12s 0d scheme for the full works, with the immediate goal of cutting a proof-of-concept channel within six weeks or two months at most. The actual delivery in five weeks, with the water visibly running on the hill, vindicated the staged approach and converted the project from speculative engineering into a demonstrable success. The hydraulic principle behind the works deserves to be made explicit, since the language of the consultation, which speaks of turning the water out of the valley so that it ran on top of the hill, can suggest a

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		will Save the Company a great deale of Charge, Nor will the Charge He Says Amount to twi[c]e as Much Money as he proposed in the Consultation of the 9[th]	lifting operation that the project did not in fact involve. The scheme was straightforward gravity flow. The 9 January consultation had established that the watercourse from which the water was to be drawn lay 186 feet above the destination ground, that the channel between them was 4,000 feet long and that a gradient of 6 inches per 20 feet would deliver 100 feet of fall along the line, leaving 86 feet of additional drop available for the rocky places and gullies along the route. The water was not being raised from the valley floor onto the hill. It was being intercepted further up in the catchment, at a point on the watercourse well above the destination, and led around the contour of the intervening land on a controlled gentle gradient. The natural watercourse continued to drop sharply down the valley below the channel, while the new channel held its height by following the hillside at a much shallower gradient. By the time the diverted water reached the plain between Plantation Valley and Breakneck Valley, the natural ground had dropped well below the channel, and the diverted flow ran along what looked from the valley floor like the top of the hill. The appearance of water defying gravity was the practical effect of an elevation differential that the Governor had measured before any digging began. The Governor's revised cost estimate of approximately twice the £1,289 12s 0d originally projected, taking the total to around £2,500, marks a substantial inflation of the budget within five weeks of authorisation. The increase probably reflects the broader scope now contemplated, with full enclosure and planting added to the channel-cutting that had been the original phase. The figure was being communicated to the council at the same consultation at which the water was demonstrably running, when the success of the proof-of-concept made an upward revision of the budget more politically tractable. **Speculations** The doubling of the cost estimate from £1,289 12s 0d to approximately £2,500 within five weeks of authorisation suggests that the Governor had presented the original figure as a deliberately conservative number that he expected to revise upward once the project was committed. By understating the initial cost, he had secured the council's authorisation without provoking objection over the headline figure, and by waiting until the water was running on the hill before presenting the revised estimate, he had positioned the higher cost against an undeniable success. The sequence converts a financial commitment of £2,500 into the natural continuation of a project that had already produced visible results, which makes refusal more difficult than upfront approval would have been.
128	128	January as Aforesaid, because two thirds of the Water Course is Cutt Out of Rocks and Clay, So that it wont Require above a third of it to be done with Lime And by what He Can See yet there will be No Occasion to Repair the Water Course in Many Years, Even as it is Now Cut, In the Next [P]lace there will not be Occation for So many [P]onds for the Current is [P]retty Strong Now, Notwith[s]tanding the Long dry Windy Weather We have had, and we may Reasonably Expect that the Current three Quaters of the Year will be three times begger then it is. And as He has Gained a great deal of Ground by Racse[i]ng the Water a Top of that Hill by Severall Acres higher then He first Measured So that, that Plantation well Managed will Supply a Thousand People	The Governor added that two thirds of the channel had been cut through rock and clay, so that no more than a third of its length would need to be lined with lime mortar. From what he had observed, the channel would not require any substantial repair for many years to come, even as it now stood. The number of ponds originally proposed would also be reduced, since the current was already strong despite the long dry windy weather just passed. It was reasonable to expect that for nine months of the year the flow would be three times greater than it now was. By taking the water higher up the hillside than originally measured, the Governor had gained several additional acres of usable ground. Properly managed, the new plantation would supply 1,000 people with yams, corn, beans and potatoes, alongside the future advantages of sugar plantations and vineyards. The long-established practice of buying yams from the planters would, within twelve months, be brought to an end, should God prosper their efforts.

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		with Yams, Corn, Beanes, and [P]otatoes, besides the Advantage of Sugar Plantations, and Vinyards. And the Antient Constant Custom of buying Yams of the [P]lanters will be Altered in Twelve Months time, If [P]lease God to give a Blessing to Our Endeavours. Ordered. That the Land and Plantation Aforesaid be Fenced In, A[s] the Govern[r] Shall [P]lease to direct, And that Cap[tn] Mashborne do [P]roceed in [P]lanting the Same Accordingly. The Storekeeper brought in his Account of the Sale of goods from the 25[th] of December 1710. to the 25[th] January following. An Account of goods Sold and Delevered from the 25[th] of December Exclusive to the 25[th] of January Inclusive Vi[zt] £ s d £ s d Inhabitants Vi[zt] Nailes 1 1 3 Glass Ware 4 8 Haberdashery Ware 11 8 9 Ironmongers Ware 3 13 1 Shoes 3 11 10 Tenmmans Ware 5 Brasiers Ware 17 10 Hosiers Ware 2 6 14 Hatts 16 1 Pewterers Ware 1 12 9 Woollen goods 25 3 4¾ Cullary Ware 1 15 10 Tobacco Pipes 48[½] Doz 4 3 Soap 2 18 8¼ Tobacco 208 pound 20 16 Provesions Vi[zt] £ s d Flour 152 at 4½ 2:16:9 Butter 33 at 12 1:13:0 4 9 3 Salt 3¾ Bushells 1 2 6 Romalls 11 at 15 13 9 Sugar 150 pound at 13 7 10 Lennen from India 1 13 Sugar Candy 1 pound 1 5 Tea 2 pound 2 Pepper 1 pound 14	The council directed that the land and plantation should be fenced in as the Governor saw fit, and that Captain Mashborne should proceed with the planting accordingly. The storekeeper then brought in his account of the sale of goods from 25 December 1710 to 25 January 1711, set out as an account of goods sold and delivered from 25 December exclusive to 25 January inclusive, as follows. Inhabitants, namely. Nails £1 1s 3d Glassware £0 4s 8d Haberdashery £11 8s 9d Ironmongery £3 13s 1d Shoes £3 11s 10d Tinman's ware £0 0s 5d Brasier's ware £0 17s 10d Hosiery £2 6s 14d The manuscript records the pence figure as 14, which is preserved as written. Hats £0 16s 1d Pewter ware £1 12s 9d Woollen goods £25 3s 4¾d Cutlery £1 15s 10d Tobacco pipes, 48½ dozen £0 4s 3d Soap £2 18s 8¼d Tobacco, 208lb £0 20s 16d The manuscript records the shillings figure as 20 and the pence as 16, both preserved as written. Provisions, namely. Flour, 152lb at 4½d per pound £2 16s 9d Butter, 33lb at 12d per pound £1 13s 0d Sub-total for flour and butter £4 9s 3d Salt, 3¾ bushels £1 2s 6d Romals, 11 at 15d each £0 13s 9d Sugar, 150lb at 13d per pound £7 10s 0d The manuscript records the value at 7 10, which converts to £7 10s 0d at the rate given, though the unit calculation does not reconcile exactly. Linen from India £1 13s 0d Sugar candy, 1lb £0 1s 5d Tea, 2lb £0 0s 2d Pepper, 1lb £0 0s 14d The manuscript records the pence figure as 14, preserved as written. Timber, 13 lengths of 21½ feet £10 18s 10d Oil, namely. Rape oil, 3¼ gallons at 7d per gallon £0 10s 1d Train oil, 1 gallon [further quantity unclear] The manuscript is unclear at this point and a complete entry cannot be recovered. Sub-total for oils £0 10s 19¼d The manuscript records the pence figure as 19¼, preserved as written. Island shoes and pumps, 8 pairs £1 15s 0d Coal, 24 bushels at 4s 6d per bushel £5 8s 0d Sub-total for inhabitants £112 17s 7½d Carried over £112 17s 7½d **Interpretations** The Governor's structural report on the channel, with two thirds cut through rock and clay and only one third requiring lime mortar, revises downward the principal material cost identified in the 9 January estimate. The original costing had assumed a stone-and-lime channel along its full 4,000-foot length, requiring some 4,000 bushels of lime. The actual cut required only about a third of that lime, since the natural material along most of the route was self-supporting. The revision converts the channel from a constructed work to a hybrid of excavation and selective lining, dramatically reducing both the lime requirement and the labour-intensive mortaring. The forecast that the plantation would supply 1,000 people with yams, corn, beans and potatoes provides the headline measure of the project's intended capacity. The 21 November survey had identified food capacity for about 50 additional slaves beyond the existing

BL Image No.	Document No.	OCR Transcription	Modern Interpretation
		Tomber 13 of 21½ foot 10:18:10 Oyle Vi[zt] Rape 3¼ Gall at 7 10:1 Train 1 [...] [...] pint 10 19 8¼ Island Shoes and [P]umps - 8 1 15 Coales 24 Bushells at 4:6 5 8 112 17 7½ Carried Over 112 17 7½ Brought	population as the operative constraint on the Company's labour expansion. A new capacity for 1,000 people, if delivered, would dwarf the existing food production by an order of magnitude, and would allow the council to support a substantially larger slave establishment without further pressure on the food supply. The figure is best read as an aspirational target rather than a measured projection, but the framing converts the project from an estate improvement into a foundation for the island's demographic expansion. The forecast that the ancient constant custom of buying yams of the planters will be altered in twelve months time marks a substantial proposed change in the Company's relationship with the settler economy. The Company had been a regular purchaser of yams from independent planters to supplement its own production, and this had given planters a guaranteed market for surplus yam stocks. The Governor's expectation that the irrigation project would end the practice within a year would significantly alter the economic basis of small planter cultivation, since the Company's withdrawal from the yam market would force settlers to seek alternative outlets or alternative crops. **Speculations** The Governor's claim that the new plantation would supply 1,000 people with multiple staples, combined with his forecast that the Company would cease buying yams from the planters within twelve months, probably reflects a strategic vision that went well beyond the irrigation project itself. By making the proprietorial estate self-sufficient in food, the council would gain leverage over the planter community that the existing yam purchasing relationship had prevented. Planters had hitherto held a degree of bargaining power through their position as suppliers, and a Company that no longer needed their yams would be in a stronger position to impose the new leasehold tenure system, to require fencing of plots and to enforce its rents and conditions.
129	129	Brought Over £ s d £ s d 112 17 7½ Fort and Generall Table Vi[zt] Haberdashery Ware 3 7 Navall and Garrison Stores 2 Cullary Ware 1 3 3¼ Tobacco Pipes 1 Tobacco 1 pound 2 Provesions 31 flour 11 7¼ Salt 3 Bushells 18 Vingear 1¼ Gallon 5 Romalls 1 3 Sugar 45 pound 2 5 Sugar [Candy] 1[½] pound 11 6 Beef and Suet 128 Suet 3 4 Tea 3 pound 3 Oyle Rape 1½ Gallon 10 6 Arrack 30 Gallons	Brought over £112 17s 7½d Fort and General Table, namely. Haberdashery £0 3s 7d Naval and garrison stores £0 0s 2d Cutlery £1 3s 3¼d Tobacco pipes £0 0s 1d Tobacco, 1lb £0 0s 2d Flour, 31lb £0 11s 7¼d Salt, 3 bushels £0 18s 0d Vinegar, 1¼ gallons £0 0s 5d Romals £0 1s 3d Sugar, 45lb £0 2s 5d Sugar candy, 1½lb £0 11s 6d Beef and suet, 128lb of suet £0 3s 4d Tea, 3lb £0 0s 3d Rape oil, 1½ gallons £0 10s 6d Arrack, 30 gallons £0 15s 0d Brandy, 5 gallons £0 0s 2d The manuscript records the value at 2 in the pence column, well below the rate of 8s per gallon seen elsewhere; the figure is preserved as written. Sub-total for Fort and General Table £29 18s 9d Plantation, namely. Nails £0 14s 9d Ironmongery £0 4s 10d Glassware £0 0s 5d Salt, 2 bushels £0 12s 0d Wine, 5 gallons £0 4s 0d Flour, 14d worth £0 0s 5d The manuscript records the entry as 14 with a figure of 5 3 attached, which cannot be reconciled to a sterling sum at the rates given elsewhere; the form is preserved as written. Slaves' clothing, 1 suit £0 14s 0d Tea, 4lb £0 0s 10d

BL Image No.	Document No.	OCR Transcription	Modern Interpretation
		15 Brandy 5 Gallons 2 29 18 9 Plantation Vi[zt] Nailes 14 9 Ironmongers Ware 4 10 Glass Ware 5 Salt 2 Bushells 12 Wine 5 Gallon 4 Provisions 14 [þ] flour 5 3 Blacks Clothing 1 Sute 14 Tea 4 pound 10 Pepper 1 pound 1 Pitch and Tarr 2 pound 7 7 10 Fortifications Vi[zt] Nailes 13 6¼ Cullary Ware 12 6 Ironmongers Ware 10 8 7 Brandy 40 Gallons 4 15 14 7¼ Sum Totall 165 18 10 The Governour does think to build a Small house of Two Rooms of a floor, As well to Set a [P]attern that the [P]lanters may build by As also to Show them a Neat Compendeus way of building, the hou[s]e Shall Appear as if it was built all with Lime, and yet their Shall be but Little Lime Used, and desires that [P]iece of ground that Lyes Waste and Ever did, between the Wall of the Store yard & the Wall of the Church yard, Containing Forty three Foot Front, and but Little back- ward, but he proposes to make more Land back wards towards the Water Course, which Can be no [P]rejudice to any but on the Contrary an Improvement, and desires to have the Same as Other [P]eople have theirs.	Pepper, 1lb £0 0s 1d Pitch and tar, 2lb £0 0s 0d The manuscript carries no value for this entry, which is recorded as written. Sub-total for Plantation £7 7s 10d Fortifications, namely. Nails £0 13s 6¼d Cutlery £0 12s 6d Ironmongery £10 8s 7d Brandy, 40 gallons £0 4s 0d The manuscript records the value at 4 in the shillings column for 40 gallons, well below the rate of 8s per gallon seen elsewhere; the figure is preserved as written. Sub-total for Fortifications £15 14s 7¼d Grand total £165 18s 10d The Governor proposed to build a small house of two rooms on each floor, both as a pattern for the planters to follow and to demonstrate a neat and compact method of construction. The house would appear to be built entirely of lime, while in fact requiring very little lime. He asked the council to grant him the piece of ground lying waste between the wall of the store yard and the wall of the churchyard. The plot measured 43 feet across the front and was narrow at the back, but he proposed to extend it rearward towards the watercourse, which would prejudice no one and indeed amount to an improvement, and he asked to hold the ground on the same terms as other people held theirs. **Interpretations** The January storekeeper's account closed at £165 18s 10d, a sharp fall from the £294 15s 10¼d recorded in December. The reduction of £128 17s 0¼d reflects the end of the festive season for the inhabitants, with their column falling from £259 19s 2d to £112 17s 7½d, alongside reduced Fort and General Table consumption and a much smaller Fortifications spend. The seasonal pattern shows the storekeeper's activity contracting sharply once the year-end stocking had been completed. The Governor's proposal to build a pattern house illustrates the council's interest in demonstrating improved construction techniques to the planter community. By erecting a small house of two rooms per floor at his own expense or initiative on Company ground, the Governor would provide settlers with a visible model of a compact, neat construction that minimised lime consumption while presenting an appearance of fully mortared masonry. The educational element of the project addresses one of the constraints the council had repeatedly identified: the absence of skilled builders on the island and the dependence on inefficient and material-heavy construction methods. The piece of ground requested by the Governor, lying between the store yard wall and the churchyard wall, was a parcel of waste land within the developed core of James Valley. The frontage of 43 feet and the narrower rear, with the further suggestion of extending the plot rearward towards the watercourse, indicates a marginal triangular or wedge-shaped piece that had not been included in any earlier grant. The Governor's request to hold the land on the same terms as other people have theirs sought to bring the parcel under the leasehold system applied to other settlers, with the council's grant converting an unused fragment into a productive piece of urban property. **Speculations** The Governor's proposal to take the waste ground between the store yard and the churchyard, and to hold it on the same terms as other planters held theirs, probably reflects a deliberate strategy of bringing the council's senior members within the new leasehold system rather than allowing them to acquire land outside the framework being applied to settlers. By taking a Company lease on a small urban parcel, the Governor would set a precedent that the leasehold form

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			applied uniformly to all categories of landholder on the island, including the Governor himself, which would deflect any suggestion that the new system was being imposed only on the less powerful members of the community. The strategy reinforces the legitimacy of the new tenure by showing that those who imposed it also accepted its terms.
130	130	The Councill Say that for want of ground backwards, for Gardening No body Ever pretended to build their, And the Governours proposall Seems to Us Reasonable and Can be No Detriment, but will be an Improvement to this Island in generall, and that the [P]eople that have houses and Large Gardens in the Vally [P]ay No Rent at all, Except Five or Six, and the highest Rent is Two Dollars a Year, and Since their is No Ground backwards for a Garden where He Designes to build, but what He must make at his Own Charge. Wherefore Ordered That Governour John Roberts have the Said Forty three Foot of Ground in Front Lying as Aforesaid, and Also what ground He Can make backwards towards the Water Course, be granted, to him and his Heirs for Ever, [P]aying to the Hon[ble] Lords Proprietors Five Shillings p[er] annum. We think it very Necesary to Mention here that Old Smoult had About Forty two Rod of Land given him in this Vally, which was Afterwards Seized by the Hon[ble] Old Company, together with a Dwelling hou[s]e Kitchen, and Yard which he had made on the [P]remises, upon the first grant in the Year 1681. with a [P]roviso that the Hon[ble] Company Lords [P]roprietors of this Island Shall Signify their [P]leasure Concerning the Same, which [P]roviso is all Scratched Out, We have much to do to Read it, more there is but it[s] all defaced and We Can make Nothing of the Consultation Concerning this hou[s]e We finde in the 7. [P]arragraph of a Letter Dated May 6[th] 1701. where it Says We understand their is a hou[s]e of Ours formerly M[r] Smoults Near the Fort which you may if Still in Our [P]ossession Sell to M[r] Edmunds at a Reasonable [P]rice. Pers[ua]nt to this [P]arragraph We finde an Order of Councell dated 24 January 1702 which Runs theer, Whereas the Hon[ble] Company In a Letter brought hither by the Hen[r]y Frigett Cap[tn] Lane Commander, Order Us to Let M[r] Edmunds have the House and Ground Lately belonging to Thomas Smoult Standing in Chappall Vally. Ordered That M[r] Edmunds have the hou[s]e and Ground at Fifty [P]ound, and that a Bill of Sale be made Accordingly. Step[n] [P]oirier J[n]o Fowle Tho[s] Goodwin Edw[d] Edmunds Edmunds Immediately Sells this hou[s]e and ground and Fifty [P]ound was	The council observed that no one had ever undertaken to build on the parcel, since there was no ground at the rear for gardening, and the Governor's proposal seemed reasonable and could do no harm but only serve as an improvement to the island in general. The council further noted that those who held houses and large gardens in the valley paid no rent at all, with the exception of five or six, and that the highest rent paid by anyone was two dollars a year. Since the ground at the rear of the Governor's intended building did not exist as a garden but would have to be made at his own expense, the council was content to make the grant. The council accordingly granted to Governor John Roberts the 43 feet of frontage described above, together with whatever ground he could make to the rear towards the watercourse, to him and his heirs for ever, paying to the Honourable Lords Proprietors 5s 0d per annum. The council recorded for the sake of completeness that Old Smoult had been given about 42 rods of land in this valley, which had afterwards been seized by the Honourable Old Company, together with a dwelling house, kitchen and yard built on the premises. The original grant had been made in 1681 with a proviso that the Honourable Company, Lords Proprietors of this island, should signify their pleasure concerning the matter. The proviso had since been scratched out, and the council could read no more, the rest of the entry being defaced and the consultation relating to the house unable to be deciphered. The council found in the seventh paragraph of a letter dated 6 May 1701 the following passage: the Company understood that there was a house belonging to the Company near the Fort, formerly Mr Smoult's, which the council might sell to Mr Edmunds at a reasonable price if it was still in the Company's possession. In pursuance of that paragraph, the council found an order of council dated 24 January 1702. That order recited that the Honourable Company, in a letter brought out by the *Henry Frigate* under Captain Lane, had directed that Mr Edmunds have the house and ground lately belonging to Thomas Smoult, standing in Chapel Valley. The council had accordingly directed that Edmunds have the house and ground at £50 0s 0d and that a bill of sale be drawn up. The order of 24 January 1702 had been signed by Stephen Poirier, John Fowle, Thomas Goodwin and Edward Edmunds. Edmunds had then immediately sold the house and ground, and £50 0s 0d was [the manuscript breaks off at this point]. **Interpretations** The council's grant to Governor Roberts of the parcel between the store yard and the churchyard, at 5s 0d per annum to him and his heirs for ever, represents a hybrid of the leasehold and freehold forms. The wording to him and his heirs for ever resembles a freehold grant in fee simple, while the annual quit-rent of 5s 0d gives the Company a continuing revenue and a residual interest in the property. The arrangement contrasts with the strict 21-year leasehold given to Thomas Bagley, which suggests that the council was distinguishing between routine planter grants and grants to senior officials, with the latter receiving terms closer to the older freehold practice. The pattern indicates that

BL Image No.	Document No.	OCR Transcription	Modern Interpretation
			the leasehold reform was not being applied uniformly even as it was being recommended to London. The disclosure that most existing householders in James Valley paid no rent at all, with only five or six paying anything, and the highest at only two dollars a year, indicates the casual basis on which urban tenure had developed on the island before the council's current administrative effort. Houses and gardens had been built and occupied without regular payment to the Company, and the council was now beginning to assert proprietorial rights over property that had effectively been held by occupation alone. The 5s 0d rent on the Governor's grant established a benchmark against which other holdings could in time be regularised. The 42-rod grant to Old Smoult in 1681, originally made with a proviso reserving the Company's final approval, illustrates the form that early land grants on St Helena had taken under the Old Company. At 16½ feet to the rod, 42 rods equates to about 693 feet of land, though it is not clear whether this was a linear measure of frontage or a measure of the perimeter of the plot. The proviso allowed London to disallow or modify the local grant, and the eventual seizure of Smoult's estate by the Company under that proviso shows how such reservations could be invoked to convert what looked like an absolute grant into a temporary occupation defeasible at the Company's pleasure. **Speculations** The decision to grant the Governor's parcel for ever rather than under a 21-year lease probably reflects a practical accommodation that allowed the Bagley template to be presented to London as the standard for planter grants while preserving the more favourable terms for senior administrative figures. The Governor needed an estate that he could improve at his own expense without losing the value of his investment at the end of a fixed term, and a perpetual grant with a small annual rent satisfied both the Company's interest in continuing revenue and the Governor's interest in long-term security. The two-track approach allowed the council to reform the planter tenure system without imposing the same constraints on its own senior membership.
131	131	Was Cleared by the bargain [P]resently, Now for One Man to have Forty Two Rods of ground in this Vally is very [P]rejudiciall to your Hon[r] and [P]revents [P]eople from building and Improving this Vally. Therefore We According to the known and Antient Laws of this Island that whomsoever Claims a Right to any Lands and does not within the term of three[]years make Improvement on the Same, it thereby becomes Forfeited Wherefore Resolved. That all Lands in this Vally under the [P]enalty of this Law be Reassumed and that the Storekeeper do take No Acce[p]t thereof any [P]erson giving in Such Account he be Sent to the Governour who will Show them Law which they themselves have Consented to. J[n]o Roberts Edw[d] Mashborne W[m] Mar[s]de[n] Dani[el] Griffith Matthew Bagett Island S[t] Helena At a Consultation held on Tuesday the 27 day of March. 1711. At the United Castle in James Vally. Pr[es]t J[n]o Roberts Esq[r] Governour Edw[d] Mashborne Dep[ty] Governour W[m] Marsden 3[d] in Councill Daniel Griffith 4[th] in Councill Matthew Bagett 5[th] in Councill The Petition of Richard Cleave [P]lanter Setting forth that having Land Some hired and Some Others that wants Fencing desires that he may have help, that he	The council recorded that the £50 0s 0d had been cleared by the bargain at once. The council then observed that for one man to hold 42 rods of ground in James Valley was prejudicial to the Honourable Lords Proprietors and prevented others from building and improving the valley. By the known and ancient laws of the island, anyone who claimed a right to land and failed to make improvements upon it within three years thereby forfeited the grant. The council accordingly resolved that all lands in the valley falling under that law be reassumed by the Company. The Storekeeper was directed to take no account of any person presenting a claim to land which fell under the law, and any such person was instead to be sent to the Governor, who would show them the law which they themselves had consented to. Signed by John Roberts, Edward Mashborne, William Marsden, Daniel Griffith and Mathew Bazett. Island of St Helena At a Consultation held on Tuesday, 27 March 1711, at the United Castle in James Valley. Present: John Roberts Esq, Governor; Edward Mashborne, Deputy Governor; William Marsden, third in Council; Daniel Griffith, fourth in Council; Mathew Bazett, fifth in Council. Richard Cleave, planter, presented a petition. He set out that he held land, some on hire and some of his own, that still required fencing, and asked for assistance so that he might complete the fencing within the time allowed.

BL Image No.	Document No.	OCR Transcription	Modern Interpretation
		may have his Land Fenced in In time, and before the time be Expiered. And your Petetioner as in duty bound to [P]ray &c March 27[th]. 1711. Richard [his] O Cleave marke The Petitioner is Answered that he Shall be Supplyd with Seven blacks two Months hence being a more [P]roper time then Now. The Petetion of Thomas [P]erkins Seri[t] Referring to his [P]etetion dated 5[th] December Last Setting forth that he has Fenced in all his Land Ordered That M[r] Bagett have a Warrant to Survey and Measure his Land, in Order to be Confirmed in his [P]roperty. The Petition of Samuell Jeffery Montrose Setting forth that he has Fenced in his Land and desires that he may be Setled in his [P]roperty. Ordered	The petition was dated 27 March 1711 and marked by Richard Cleave with his cross. The council answered that he should be supplied with seven slaves two months hence, since that would be a more suitable time for the work than the present. Thomas Perkins, sergeant, presented a further petition referring to his earlier petition of 5 December 1710. He set out that he had now fenced in all his land. The council directed that Bazett receive a warrant to survey and measure the ground, with a view to confirming Perkins in his property. Samuel Jeffery Montrose then presented a petition. He set out that he had fenced in his land and asked to be settled in his property. **Interpretations** The council's invocation of the ancient three-year improvement rule against unimproved holdings in James Valley converts a long-standing principle into an active instrument of administrative recovery. The known and ancient laws of this island, treated as a recognised body of local rules to which planters had themselves consented, supplied the council with the legal authority to reclaim ground that had been granted but not built upon. The doctrine of forfeiture for non-improvement converted a passive landholding into an active obligation, with the Company holding the reversionary right to any plot that lay idle beyond the prescribed period. The direction that the Storekeeper take no account of any person claiming forfeited land identifies the Storekeeper as the administrative point at which property claims were registered and accepted into the Company's books. By cutting off recognition at this gateway, the council ensured that no informal acknowledgement of a claimant's continued interest could accumulate by way of routine entries in the store records. The Governor would then handle disputed cases personally, with the law in hand, which converted potential settlements of squatter occupation into formal proceedings before the head of the local government. The petition of Richard Cleave, asking for assistance with fencing rather than for confirmation of a completed enclosure, marks a different category of planter response to the new tenure requirements. Cleave was admitting that he could not complete the fencing within the allowed time by his own resources, and was asking the council to provide labour. The grant of seven slaves two months hence indicates that the council was prepared to supply Company-controlled labour to planters who would otherwise lose their tenure for failure to comply, with the timing aligned to the most suitable point in the working year. The arrangement converts the fencing requirement from a strict compliance test into a managed system in which the Company assisted those who would not otherwise meet the standard. **Speculations** The two-month delay in supplying Cleave with the seven slaves, on the ground that the later date would be a more proper time, probably reflects the agricultural calendar rather than administrative inconvenience. The Governor had been pushing the irrigation project forward at speed during February and into March to catch the planting season for maize and beans, and the immediate weeks ahead would see the available slave labour committed to planting on the new ground. Once the planting was done and the immediate agricultural crisis had passed, slaves could be released to fence private planter holdings without compromising the Company's own food production. The timing offer converts the council's labour management into a seasonal scheduling system that balanced the planters' fencing obligations against the Company's own priorities.

BL Image No.	Document No.	OCR Transcription	Modern Interpretation
132	132	Ordered That M[r] Bagett have a Warrant to Survey and Measure his Land In Order that he may have a Deed given him and Setled in his [P]roperty. James Greentree [P]lanter brought this day the Last Will and Testament, and Inventory of John Bo[u]ce deceased in Order of having the Same [P]roved which was done Accordingly by the Oaths of Robert Addis and John Orchard [P]lanters. Ordered. That the Same be Received and Copyed in the book of Wills. The Storekeeper brought in his Account of the Sale of goods from the 25[th] of January 1710 to the 25[th] of February following. An Account of goods Sold and Delevered from the 25[th] of January Exclusive to the 25[th] of February Inclesive Vi[zt] £ s d £ s d Inhabitants Vi[zt] Nailes 12 11½ Haberdashery Ware 13 1½ Iron mongers Ware 4 8 Shoes 1 18 Tinmans Ware 5 2 Stationary Ware 8 2 Navall and Garrison Stores 13 8 Brasiers Ware 15 6¾ Hosiers Ware 1 16 Hatts 1 11 6 Woollen goods 24 10 9 Cullary Ware 2 17 9 Tobacco Pipes 35½ Doz[n] 1 7 9 Soap 3 8 7½ Tobacco 166 pound 16 12 Provisions 50 pound flour 18 9 Salt 5 Bushells 1 10 China Silk 2½ Oz[n] 6 3 Romalls 23 1 8 9 Sugar 4 pound 4 Lennen from India 6 Pepper 2 2 Oyle ½ Gallon Rape 3 6 Butter 41½ pound 2 5 6	The council then ordered that Bazett have a warrant to survey and measure the land of Samuel Jeffery Montrose, with a view to a deed being issued to him and his settlement confirmed in his property. James Greentree, planter, brought before the council the last will and testament of John Boyce, deceased, together with an inventory of the estate, to be proved. The will was duly proved by the oaths of Robert Addis and John Orchard, planters. The council directed that the will be received and entered in the book of wills. The Storekeeper then brought in his account of the sale of goods from 25 January 1711 to 25 February following, set out as an account of goods sold and delivered from 25 January exclusive to 25 February inclusive, as follows. Inhabitants, namely. Nails £0 12s 11½d Haberdashery £0 13s 1½d Ironmongery £0 4s 8d Shoes £1 18s 0d Tinman's ware £0 5s 2d Stationery £0 8s 2d Naval and garrison stores £0 13s 8d Brasier's ware £0 15s 6¾d Hosiery £1 16s 0d Hats £1 11s 6d Woollen goods £24 10s 9d Cutlery £2 17s 9d Tobacco pipes, 35½ dozen £1 7s 9d Soap £3 8s 7½d Tobacco, 166lb £0 16s 12d The manuscript records the pence figure as 12, preserved as written. Flour, 50lb £0 18s 9d Salt, 5 bushels £1 10s 0d China silk, 2½ oz £0 6s 3d Romals, 23 £1 8s 9d Sugar, 4lb £0 0s 4d Linen from India £0 0s 6d Pepper, 2lb £0 0s 2d Rape oil, ½ gallon £0 3s 6d Butter, 41½lb £2 5s 6d Island shoes and pumps £0 0s 2d Island sugar, 39¼lb £1 9s 9d Sub-total for inhabitants £84 7s 0¼d Carried over £84 7s 0¼d **Interpretations** The Montrose grant follows the Bagley template established in January, with the issue of a warrant to the Surveyor General to measure the land and prepare the documents leading to the formal deed. The council's standardised procedure of warrant, survey, plan and instrument was now operating across multiple cases simultaneously, with Perkins, Montrose and other planters all moving through the same workflow on the same consultation day. The pattern shows the new tenure system functioning as a routine administrative process rather than as a series of individual decisions. The proof of the Boyce will follows the procedure established in the Coales case of 11 December 1710, with two sworn deponents testifying to the authenticity of the document. The council was now operating a regular probate practice on the island, with planter witnesses called to swear to wills brought in by executors. The book of wills, named here as the destination for the entered copy, indicates that the council maintained a dedicated register for testamentary instruments alongside its book for leases and grants. The administrative apparatus of the local government was developing a documentary structure that mirrored, in simplified form, the registries maintained by ecclesiastical and probate courts in England.

BL Image No.	Document No.	OCR Transcription	Modern Interpretation
		Island Shoes and [P]umps 2 Island Sugar 39¼ pound 1 9 9 84 7 0¼ Carried Over 84 7 0¼	The appearance of Island sugar at 39¼lb for £1 9s 9d, and Island shoes and pumps at 2d, marks the persistence of local production within the storekeeper's accounts. Island sugar at approximately 9d per pound undercut imported sugar at 12d per pound and provided settlers with a cheaper domestic alternative. The very small Island shoes entry indicates that local shoemaking continued at modest volumes alongside the larger imported shoe sales of £1 18s 0d in the same month. The categories show the island maintaining a small but discernible manufacturing economy within the Company's commercial framework. **Speculations** The contrast between the rapid resolution of the Boyce probate, completed at a single consultation with will and inventory together, and the protracted handling of the Coales probate, spread across multiple consultations between December and January, suggests that the Company's debt claim against Coales had been the principal complicating factor in the earlier case. The Boyce estate apparently carried no comparable obligation to the Honourable Company, which allowed the probate to be processed as a routine administrative matter. The pattern indicates that the council's procedural complexity in any given case was determined less by the size or complexity of the estate than by the presence or absence of competing Company claims against it.
133	133	Brought Over £ s d £ s d 84 7 0¼ Fort and Generall Table Vi[zt] Haberdashery Ware 2 3 Navall and Garrison Stores 1 6 1 Brasiers Ware 8 1¼ Cullary Ware 7 2 Tobacco Pipes 2 D[oz][n] 2 Surrat Soap 2 pound 9 Tobacco 2 pound 4 Provisions 55 [þ] flour 1 7½ Salt 3 Bushells 18 Wine Eyer 2½ Gallons 10 Sugar 54 pound 2 14 Sugar Candy 17 pound 17 Beefe and Suet 88 Suet 2 4 Tea 2½ pound 2 5 Pepper 1 pound 1 Oyle Linceed 3¾ Gall 1:6:0 D[o] Rape 2¾ Gall 0:19:3 2 5 3 Butter 7 pound 3 Arrack 25 Gallons 12 10 Brandy 10 Gallons at 8	Brought over £84 7s 0¼d Fort and General Table, namely. Haberdashery £0 2s 3d Naval and garrison stores £1 6s 1d Brasier's ware £0 8s 1¼d Cutlery £0 7s 2d Tobacco pipes, 2 dozen £0 0s 2d Surat soap, 2lb £0 0s 9d Tobacco, 2lb £0 0s 4d Flour, 55lb £1 7s 6d The manuscript records the value at 1 7½, preserved as written. Salt, 3 bushels £0 18s 0d Wine, 2½ gallons £0 10s 0d Sugar, 54lb £0 2s 14d The manuscript records the pence figure as 14, preserved as written. Sugar candy, 17lb £0 17s 0d Beef and suet, 88lb of suet £0 2s 4d Tea, 2½lb £0 2s 5d Pepper, 1lb £0 0s 1d Oil, namely. Linseed oil, 3¾ gallons £1 6s 0d Rape oil, 2¾ gallons £0 19s 3d Sub-total for oils £2 5s 3d Butter, 7lb £0 3s 0d Arrack, 25 gallons £0 12s 10d Brandy, 10 gallons at 8d per gallon £0 4s 0d The manuscript records the unit rate at 8d per gallon, with a total of 4s 0d, which corresponds correctly to 80d for 10 gallons. Sub-total for Fort and General Table £35 17s 3¼d Fortifications, namely. Ironmongery £2 15s 10d Haberdashery £0 0s 8d Tobacco pipes £0 0s 6d Tobacco, 1lb £0 0s 2d Sugar, 16lb £0 0s 16d The manuscript records the pence figure as 16, preserved as written. Naval and garrison stores £0 9s 4d Linseed oil, 5 gallons £0 2s 0d The manuscript records the value at 2 in the shillings column, well below the rate of 6s 11d per gallon implied by the Fort and General Table entry above; the figure is preserved as written.

BL Image No.	Document No.	OCR Transcription	Modern Interpretation
		4 35 17 3¼ Fortifications Vi[zt] Iron Mongers Ware 2 15 10 Haberdashery Ware 8 Tobacco Pipes 6 Tobacco 1 pound 2 Sugar 16 pound 16 Navall and Garrison Stores 9 4 Linceed Oyle 5 Gallons 2 Old Companys good 1 Masons Adz [Ø] 10[s] 4 Brandy 7 Gallons 3 12 10 4 Plantation Vi[zt] Nailes 17 0½ Haberdashery Ware 5 Glass Ware 15 Ironmongers Ware 4 6 4 Pewterers Ware 4 11 Salt 3 Bushells 18 Wine Eyer 2 [...] 1 Rape Oyle ½ Gallon 0:7:0 Linceed D[o] 1 q[t] 0:2:0 Trayn D[o] 4½ Gallons 1:2:9 1 11 9 8 19 1½ Sum Totall 135 3 8 J[n]o Roberts Ed[w]d Mashborne W[m] Mar[s]de[n] Dani[el] Griffith Matthew Bagett Island	Old Company's goods, 1 mason's adze £0 0s 10s The manuscript records the unit value at 10s, which is preserved as written. Brandy, 7 gallons £0 3s 12d The manuscript records the pence figure as 12, preserved as written. Sub-total for Fortifications £10 4s 0d Plantation, namely. Nails £0 17s 0½d Haberdashery £0 0s 5d Glassware £0 0s 15d The manuscript records the pence figure as 15, preserved as written. Ironmongery £4 6s 4d Pewter ware £0 4s 11d Salt, 3 bushels £0 18s 0d Wine [further details unclear] £0 1s 0d Oil, namely. Rape oil, ½ gallon £0 7s 0d Linseed oil, 1 quart £0 2s 0d Train oil, 4½ gallons £1 2s 9d Sub-total for oils £1 11s 9d Sub-total for Plantation £8 19s 1½d Grand total £135 3s 8d Signed by John Roberts, Edward Mashborne, William Marsden, Daniel Griffith and Mathew Bazett. Island **Interpretations** The February storekeeper's account closed at £135 3s 8d, lower than the £165 18s 10d of January and well below the £294 15s 10¼d of December. The continued decline confirms the seasonal contraction in trade following the year-end stocking, with each of the four accounting categories showing reduced activity as the household and construction economies settled into their normal working patterns. The appearance of an entry for an Old Company's mason's adze at 10s in the Fortifications account marks the residual presence of inventory from the period before the 1709 merger of the Old and New East India Companies. The notation Old Company's goods identifies the tool as drawn from the former stock, and its issue at this date shows that the storekeeper was still working through legacy materials more than two years after the merger. The pricing at a flat 10s reflects the contemporary value of a craftsman's adze, suitable for shaping stone, with the unusual format preserving the rate at which the tool was struck off the Old Company stock register. The linseed oil entries continue to show the differential between domestic and industrial pricing on the island. The Fort and General Table received 3¾ gallons at a rate of approximately 6s 11d per gallon for the calculated total of £1 6s 0d, while the Fortifications received 5 gallons recorded at only 2s in total, which represents an internal accounting transfer rather than a market sale. The same product appears at vastly different valuations depending on the account to which it was issued, confirming the tiered pricing structure that the Company maintained between its various operations. **Speculations** The February account marks the trough of the seasonal trading cycle, with the inhabitants' column at £84 7s 0¼d representing less than a third of the December peak of £259 19s 2d. The settler economy on the island was evidently driven by the festive season and the start of the new year, with consumer spending compressed into a few weeks and then contracting sharply through the spring. The pattern probably reflects both household stocking practices and the timing of cash availability through the year, with planter sales of yams and other produce concentrated in particular seasons that allowed expenditure on imports in turn.

BL Image No.	Document No.	OCR Transcription	Modern Interpretation
134	134	Island S[t] Helena At a Court of Orphans held on Wednsday the 28[th] day of March 1711. At the United Castle in James Valley. Pr[es]t J[n]o Roberts Esq[r] Governour Edw[d] Mashborne Dep[ty] Govern[r] W[m] Marsden 3[d] in Councill Daniel Griffith 4[th] in Coun[cill] Matthew Bagett 5[th] in Coun[cill] We finde in a Consultation of the 23 September 1707. that M[r] Carne [P]etetioned this day to Governour and Councill desireing that he may have what Money is due to Governour Keelings Children at Eight [ƥ]Cent [ƥ] Annum Interest, in the R[t] Hon[ble] Companys Store booke offering Security for the Same. Ordered That the Said M[r] Carnes Request be granted, and that the Same Credit be [p]osted to his Account he giving Security for the Same According to his Offer, and that a bond be drawn Accordingly. Whereupon the Governour [P]roduced a bond from under the hand of M[r] Carne for One hundred Sixty One [P]ound Sixteen Shillings three [P]ence half [P]enny dated 7[th] day of January 1708. and Runs at Six [ƥ] Cent Interest, and does Imply that the Same with the [P]rinciple is to be [P]aid at the day of Marredge or of Age, Contrary to the Aforesaid Order of Councill which Ought to have been at Eight [ƥ] Cent Interest [ƥ] Annum, and thereupon M[r] Carne was Called and Examined About Keelings Orphans who does Acknowledge his [P]etetion for the Money Aforesaid, and the grant thereof, but before he brought his Security, he began to Con[s]der that the Interest was to high, whereupon he desired the Governour and Councill to be favourable in the Interest, Observing Likewise to them that the Hon[ble] Company gave but four Or Five [ƥ]Cent Interest and he was willing to give Six, whereupon Cap[tn] Goodevin did Say, that the Money Could not be put to better Use, and therefore granted it to him at Six [ƥ]Cent Commencing in January as the Aforesaid bond Expressed. John Alexander was Summoned to Appear and was A[s]ked by whose Order he drew the bond at Six [ƥ]Cent, when the Consul- -tation Says at Eight [ƥ]Cent, to which he Replyed that he did it by the Derections of Cap[tn] Goodevin the then Governour and is	Island of St Helena At a Court of Orphans held on Wednesday, 28 March 1711, at the United Castle in James Valley. Present: John Roberts Esq, Governor; Edward Mashborne, Deputy Governor; William Marsden, third in Council; Daniel Griffith, fourth in Council; Mathew Bazett, fifth in Council. The court found, in a consultation of 23 September 1707, that a Mr Carne had petitioned the Governor and council on that day, requesting that the money due to Governor Keeling's children, then standing in the Right Honourable Company's store book, be advanced to him at 8 per cent per annum interest, and offering security for the sum. The petition had been granted, with the credit posted to Carne's account on his giving security as proposed, and a bond drawn up accordingly. The Governor now produced a bond signed by Carne for £161 16s 3½d, dated 7 January 1708. The bond ran at 6 per cent interest and provided that the principal and interest be paid on the day of marriage or of age of the orphans, contrary to the earlier order of council which had specified 8 per cent. Carne was called and examined about Keeling's orphans. He acknowledged the petition for the money and the grant made on it, but stated that before he brought his security he had come to think the rate of interest too high. He had asked the Governor and council to be favourable in the matter, observing that the Honourable Company itself gave only 4 or 5 per cent on such sums and that he was willing to give 6. Captain Goodwin had then remarked that the money could not be put to better use, and had granted it to Carne at 6 per cent commencing in January, as the bond expressed. John Alexander was summoned to appear. Asked by whose order he had drawn the bond at 6 per cent when the consultation order had specified 8 per cent, he replied that he had done so on the directions of Captain Goodwin, the then Governor. **Interpretations** The Court of Orphans was a specialised sitting of the council dealing with the property of minors whose parents had died. The court took its name from the comparable jurisdiction exercised in the City of London and elsewhere in England, where the estates of children who had lost their fathers were administered by a public authority until they came of age. On St Helena the council itself sat as the court, since no separate civic body existed, and the procedure converted the council's ordinary jurisdiction into a more formal protective role over orphans' funds. The discrepancy between the 8 per cent rate ordered in the September 1707 consultation and the 6 per cent rate recorded in the bond drawn up in January 1708 forms the substance of the court's present inquiry. The order of council had set the terms on which the orphans' money was to be released to Carne, and the bond had departed from those terms by lowering the interest rate by two percentage points. On a sum of £161 16s 3½d, a two-point reduction over the years the bond would run amounted to a material loss to the orphans, and the court was investigating who had authorised the deviation. Captain Goodwin appears here as the former Governor whose direction had caused the bond to be drawn at the lower rate. The intervention overrode the council's previous order, but it was made in response to Carne's representation that the Company itself gave only 4 or 5 per cent on similar sums. Goodwin's reasoning that the money could not be put to better use suggests that he viewed Carne's offer of 6 per cent as advantageous compared with what the Company would have obtained by keeping the funds in its own hands. The conversation reveals how senior officials made

BL Image No.	Document No.	OCR Transcription	Modern Interpretation
			discretionary decisions about orphans' funds outside formal council process when this seemed administratively expedient. **Speculations** Carne's argument that the Company itself paid only 4 or 5 per cent on similar funds, and that 6 per cent was already generous, indicates that the council's original 8 per cent order had probably been set without regard to prevailing market rates. The disparity may have reflected an aspirational figure that suited the orphans' interests but bore no relationship to what borrowers could realistically pay. Goodwin's intervention reduced the rate to one closer to the market norm, but in doing so he overrode the formal order of council without bringing the matter back to that body for amendment. The episode reveals how senior officials made practical adjustments to council decisions in light of subsequent representations, but at the cost of the documentary integrity of the council's record.
135	135	Positive that Cap[tn] Goodevin gave him a Rough Draught to Coppy After, Or Interlined One that he had drawn, and Ordered the Same to be drawn fair which he did and got the Same Executed, where M[r] Matthew Bagett, and M[r] George Hopkison are Jointly bound with M[r] Carne, for the Sum Aforesaid and Witnessed by M[r] John Alexander, and M[r] James Lich Deceased, whereupon the Governour A[s]ked Cap[tn] Mashborne what he Could Say to this Matter, being then One of the Government. Cap[tn] Mashborne Says he does Remember Some Litle time before M[r] Carne went to England he was desireing as We was in Councill to Let him have the Money at a less Interest, Alleging that the Hon[ble] Company gave but four or five [ꝑ]Cent, and he was willing to give Six [ꝑ]Cent, and I [...] Remember that I Said it would be more for the Childrens Advantage for him to have it, but dont Remember that their was any Order for it. M[r] Marsden was A[s]ked what he knew of the Matter he Says he knows No more of it then when the [P]etition was read in Councill. M[r] Carne was A[s]ked if he did not [P]etition for this Money at Eight [ꝑ]Cent, he Says he does not Remember that he did [P]etition for it. M[r] Alexander being Called and the Consultation of the 23 September 1707. was Showed to him, and he was A[s]ked if that Consultation was of his hand Writing, he Said it was; Thereupon he was Required to make Oath whether that Consultation is true or false; Upon which he made Oath that the Consultation was true to the best of his knowledge. Cap[tn] Mashborne was A[s]ked if M[r] Carne [P]etitioned for this Money, He Says that upon his [P]etition, the Money was granted to him at Eight [ꝑ]Cent. M[r] Marsden Says to the Same Effect. Upon the whole it Appears to Us, and No ways Appears Other wise that upon the [P]etition of M[r] George Carne he had the Money granted	Understood. Here is the corrected version with that note removed. John Alexander confirmed that Captain Goodwin had given him either a rough draft to copy or one that he had drawn up and interlined, and had ordered it to be made out fair. Alexander had done so and had seen the bond executed. The instrument was jointly signed by Carne, Mathew Bazett and George Hoskison, with John Alexander and the late James Lich as witnesses. The Governor then asked Captain Mashborne what he could say to the matter, since he had been one of the government at the time. Mashborne replied that he remembered Carne, a little before he went to England, asking the council to lend him the money at a lower rate of interest. Carne had argued that the Honourable Company itself gave only 4 or 5 per cent and that he was willing to give 6 per cent. Mashborne recalled that he himself had said it would be more to the children's advantage for the money to be lent on those terms, but he did not remember any formal order being made. William Marsden, asked what he knew of the matter, said he knew nothing more than what had been read out in the council when the petition was first presented. Carne, asked whether he had not originally petitioned for the money at 8 per cent, said he did not remember petitioning for it at that rate. Alexander was then recalled, and the consultation entry of 23 September 1707 was shown to him. Asked whether the entry was in his own handwriting, he confirmed that it was. He was then required to swear whether the consultation was a true record, and on his oath he affirmed that it was true to the best of his knowledge. Mashborne, asked whether Carne had petitioned for the money, stated that the money had been granted to him on his petition at 8 per cent. Marsden gave evidence to the same effect. On the whole, it appeared to the court, and no evidence pointed otherwise, that upon Carne's petition the sum of £161 16s 3½d had been granted to him at 8 per cent by order of the government, as the consultation of 23 September 1707 established. In the council's opinion, the bond had been drawn clandestinely, underhand managed and finagled without the consent of the then government, unless Carne could prove that the government had lent him the money at 6 per cent. Carne had taken his oath that Captain Goodwin had given him the money at 6 per cent. He offered to give a fresh bond and security from 25 March 1711 for the same sum at 8 per cent, with the new bond and

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		him of One hundred Sixty One [P]ound Sixteen Shillings three [P]ence half [P]enny at Eight [ꝑ]Cent, by Order of the Government, As by the Consultation Appears of the 23. September 1707. As Aforesaid and it is the Oppinion of this Councell that the bond is Clande[s]tinly drawn, and underhand Manage[d] and [P]ugled without the Consent of the then Government, Unless M[r] Carne Can [P]rove that the Government Lent him this Money at Six [ꝑ]Cent. M[r] Carne has taken his Oath that Cap[tn] Goodevin gave him the Money at Six [ꝑ]Cent, and he Offers that from the 25[th] day of March 1711. he will give bond and Security, for the Aforesaid Sum at Eight [ꝑ]Cent, and that this bond and Security be given in One Month from the day of the date of this Consultation. Cap[tn] Mashborne and M[r] Marsden Say that Cap[tn] Goodevin	security to be delivered within one month from the date of the present consultation. Captain Mashborne and William Marsden then said that Captain Goodwin **Interpretations** The bond's joint signature by Mathew Bazett and George Hoskison alongside Carne represents a co-suretyship arrangement, in which two further parties bound themselves jointly with the principal debtor for the full sum. Such co-sureties were taken where the lender wished to spread the credit risk across multiple substantial planters or officials, with each surety liable for the whole debt should Carne default. The arrangement converts a personal loan into a multi-party obligation backed by the standing of three local notables, and explains why the bond was treated as adequately secured despite the substantial sum involved. The phrase clandestinely drawn, underhand managed and finagled identifies the council's view of how the bond came to be drawn at the lower rate. The three terms together suggest that the council saw the deviation as a deliberate concealment from the formal council record rather than as a transparent amendment. Captain Goodwin's verbal direction to John Alexander, given without bringing the matter back to the council that had ordered the higher rate, had produced a bond that differed materially from the order without being recorded as such, and the council was now characterising that procedure in the strongest available terms. The remedy offered by Carne, a fresh bond and security from 25 March 1711 at 8 per cent for the original sum, attempted to settle the matter prospectively without recovering the interest differential already accrued over the three years that the 6 per cent bond had run. From the orphans' perspective, this remedy would re-establish the proper rate going forward but would leave the difference between 6 per cent and 8 per cent on £161 16s 3½d over three years uncompensated. The court's preceding view of the bond as clandestinely drawn would tend to support a more comprehensive remedy than Carne proposed. **Speculations** Captain Goodwin's intervention to lower the rate from 8 per cent to 6 per cent, contrary to a recorded order of council, probably reflects a broader pattern of executive discretion exercised by Governors of the period over the council's formal decisions. The Governor's position carried sufficient practical authority that he could direct the council's clerk to draft instruments on terms different from those the council had ordered, and that this would be done without formal council reauthorisation. The present court's characterisation of the procedure as clandestine and underhand reveals how a later council viewed that practice once Goodwin was no longer in office to defend it, and probably signals a broader effort to bring such discretionary actions back within the formal council record.
136	136	Had No [P]ower to Lend the Money and that M[r] Carne very well knew, Or Else he would not have [P]etitioned the Government for the Money. Ordered That for the future all Moneys Lent by the Government on bond[s] of Interest that the Same be Entred in the Store Books, and that yearly Every [P]erson be made Debtor for the Interest of the Same. M[r] Carne Sent a Letter to the Governour dated 26[th] August 1710 which is as follows. Worshipfull S[r]	The council continued, by the testimony of Captain Mashborne and William Marsden, that Captain Goodwin had no power to lend the money, and Carne had known this well, since otherwise he would not have petitioned the government for the loan in the first place. The council accordingly directed that for the future all moneys lent by the government on bonds of interest were to be entered in the store books, and that every person should be made debtor for the interest yearly. Carne had sent the Governor a letter dated 26 August 1710, which ran to the following effect. Carne addressed the Governor with apology for not having troubled him with any business since his arrival, and explained that only a sense of duty had

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		I have Never troubled you with any Business Since my Arrivall and I think my Tamely Litle Since yours, and ded[] I not Imagine it a duty Incumbent more then Inclenation Should Never have been [P]erforned to what I Esteem my Self Obleeged to do in this, the Least Show of Contention is what I am Altogether Averst too, and I had Rather Sell down with Some loss then Clamorously Endeavour an Acqui[s]ition of my Right which makes me also take this Method, First to Apply my Self to your Worships Singly, who has hitherto According to [P]romise Olleeged me with a favourable Audit and Usage Accordingly, Never to follow Such Derections in a [P]ubli[c]k Manner as in this Case by your Letter Judgment may be Deemd Expedient, when the Worshipfull Stephen [P]oirier was Governour it is both to my Unfortunate Remembrance and too Universally known their was not that Right Understanding Necessary to a true Harmony between Us, therefore did not Claim that further might have hoped for from a [P]erson So much Either disobliged or by Afsed as to Insist of what follows, wherein I ded and Cant forbear Imagineing So Still my Self Very much Interest but having Some [P]rospect that those Melancholly Clouds are in Some Manner di[s]pelled make bold to be y[our]l (tho I know you have much more Important Affairs to take up your Le[i]sure hours) with [P]atience perufe this Dilated Case the more So because it has lagn the Longer Ob[s]cure and Requires a Tracing from the Originall. February the 13. 169[8]/[9] died Jonathan Beale the Heir of Cap[tn] Anthony Beale and dept a Will which I ded Refrese being Reque[s]red to be Concerve[d] Joint with his Wife in, Leaf S[h]a and Children might Conceiv[e] any Jealoufee which in those times was Certainly infused by Reason of my being So Near of Ken and it being lefs then a Twelve Month I had been Married to his Sister, by his Will his Reall Estate in [P]ofsession and Rever sion Confes[s]ing of 50 Acres of Land to be devi[d]ed into 3 Shares, two to his Children the third to his Relict, She about a Year after was Married to One Gabriell [P]owell who buried her in a Short time and without I[ss]ue which Creates a Despute who is her Heir the Will Seeming Imperfect in that point, The Governour [P]oirier (as I think without Example) Swore the Witnesses to the Will to the Intention of the Defunct, and We Indeavour[d] to [P]rove it her Land in [P]roper Tenure and [P]owell P[r]oc[u]r to his Wife;	moved him to write now. The least appearance of contention was something he avoided altogether, and he would rather suffer some loss than pursue a right in a clamorous manner. For that reason he was applying directly to the Governor, who had so far received him favourably according to promise, rather than following the public course that the Governor's letter might suggest. He recalled that during the governorship of Stephen Poirier there had been no good understanding between them, and that he had not pressed his claim then because he had not expected anything from a Governor he had either disobliged or who was prejudiced against him. With those melancholy clouds now somewhat dispelled, he made bold to lay his case before the Governor, knowing that more important affairs occupied the Governor's leisure hours. The case had lain obscured for some time and required tracing from its origin. On 13 February 1699 Jonathan Beale, the heir of Captain Anthony Beale, had died, leaving a will which Carne had refused to be jointly concerned with the widow in administering, lest she and the children should imagine any jealousy on his part. Such suspicions were certainly being put about at the time, since he was so nearly related to the family and had been married to Beale's sister for less than a twelvemonth. By the will, Beale's real estate in possession and reversion, consisting of 50 acres of land, was to be divided into three shares: two to his children and the third to his widow. About a year later, the widow had married one Gabriel Powell, who had buried her shortly afterwards without issue, which raised a dispute as to her heir. The will appeared imperfect on that point. Governor Poirier had, as Carne thought without precedent, sworn the witnesses to the will as to the intention of the deceased. Carne had endeavoured to prove that the land was hers in proper tenure, and that Powell had it through his wife. **Interpretations** The council's direction that all moneys lent on bonds of interest be entered in the store books, and that every person be made debtor for the interest yearly, converts the orphans' funds controversy into a piece of administrative reform. The new rule addresses the precise weakness exposed by the Carne case, namely that a loan could be made and a bond drawn without the obligation appearing on the council's recurring books in a form that allowed the rate and accrual to be tested against the original order. By requiring annual debit entries, the council would in future have a continuous record of every loan and the interest accruing on it, which would prevent a Goodwin-style adjustment from passing undetected for three years. The Carne letter introduces a quite separate matter from the orphans' bond, concerning the estate of Jonathan Beale and the land that had passed first to his widow and then to her second husband Gabriel Powell. The letter shows Carne pursuing a property claim through private correspondence with the Governor rather than through public petition, which he frames as a deliberate preference for low-key resolution over open dispute. The diplomatic tone of the letter, with its careful acknowledgement of past difficulties under Governor Poirier and its appeal to the present Governor's promised favourable hearing, indicates that Carne understood the importance of personal relationships with the head of the local government in pursuing his interests. The procedure adopted by Governor Poirier of swearing the witnesses to the will as to the intention of the deceased, characterised by Carne as without precedent, was an attempt to resolve the testamentary ambiguity by asking those who had been present at the

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			will's execution what Jonathan Beale had meant when he made the disposition. The procedure converts the witnesses from authenticators of the document's execution into expositors of the testator's substantive intention. Carne's objection that this had no precedent reflects the orthodox English position that the testator's intention had to be gathered from the will itself, with extrinsic evidence admissible only in narrow circumstances, and that swearing witnesses to intention generally was a departure from settled practice. **Speculations** The framing of the dispute over Jonathan Beale's widow's share, with Carne pressing for a reading that would prevent Gabriel Powell from inheriting the one-third interest, points to a substantial inheritance issue that the council had been unable to resolve at the time. If the widow's share had passed to Powell on her death, then 50 of every 150 acres of the Beale family estate had effectively been transferred to the Powell family, with the Beale children retaining only the two thirds they had received directly. Carne's pursuit of the matter through Governor Roberts indicates that the question remained live more than a decade after the original deaths, and that the Beale family connections were still seeking to recover the disputed third from Powell or his successors.
137	137	But I dare be bold to Say there was Secret Service Consedered, In the Conclusion of that Arbetration, which being After brought before a Jury was Returns Ignoramus and being Sent to England the Lords Proprietors Lyes yet Uncontroverted. In June 1700 died Margaret [P]owell at which time I [p]ut in for Admi- nistrator as next of Kin but was Overruled by the Governour in that Request and the Children of Jonathan Beales were Some time After with the [P]ersonall Estate taken into the Care of the Government the Children (being also disfese[d] as I [P]rofser[] to take them where a 1[s] [þ] Annum [P]laced at M[r] Francis (Except One year the Eldest was with me) have boarded their Ever Sence. In November 1700 also died M[rs] Ellner Beale at which time the whole Estate fell into the hands of the Government, whose Devision was 30 Acres to Gabriell [P]owell Lying altogether of the best and Wooded Land, Either for Timber, Fewell, [P]lantable or Pasforage, with a Restriction not to Sell any wood without the Knowledge of the Government for in the Life time of M[rs] Beale I Remonstraied that the Timber was her Share wherefore with John Bagley took both the Valluation and Number of the Trees growing at the time of Gabriell [P]owell Marredge which was Sixty Odd about Thirty hallow Red woods, besides Underwoods this was Acted with Approbation of the Govern[r] besides this Gabriell [P]owell was to pay a Certain Rent of I forget not 5[s] [þ] Annu[m] provided he dand was not become her due by the Decession Should be Retur- -ned from England, the other 60 Acres were lett Out to George Hopki[s]on Conditions to be Seen in the Consultations bookes. The [P]ersonall of Jonathan Beale was Also Devieed into 3 Shares the Childrens part taken Care of by the Government the Cattle which I Esteem	Carne went on. He believed that secret service had been considered in the conclusion of the arbitration of the will, which had afterwards been brought before a jury and returned ignoramus, and which had been sent to England, where the Lords Proprietors had left the matter uncontroverted. In June 1700 Margaret Powell died. Carne put himself forward to be granted administration as next of kin, but was overruled by the Governor in that request. The Beale children, with the personal estate, were some time afterwards taken into the care of the government. Carne had offered to take them at one shilling per annum, but they were instead placed with Mr Francis, where, except for one year when the eldest was with Carne, they had been boarded ever since. In November 1700 Mrs Ellner Beale also died, at which point the whole estate fell into the hands of the government. The division of the land gave 30 acres to Gabriel Powell, lying together as the best and most wooded land, suitable for timber, fuel, planting or pasturage. The grant carried a restriction that Powell was not to sell any wood without the government's knowledge, since during Mrs Beale's lifetime Carne had remonstrated that the timber was her share. With John Bagley he had taken both the valuation and the number of trees standing at the time of Gabriel Powell's marriage, which came to sixty-odd, with about thirty hollow redwoods, besides underwoods. This had been done with the government's approbation. In addition, Gabriel Powell was to pay an annual rent of 5s, unless the decision returned from England meant that this would not become due. The remaining 60 acres were let out to George Hoskison, on conditions recorded in the consultation books. The personal estate of Jonathan Beale had also been divided into three shares. The children's portion had been taken into the care of the government. The cattle, which Carne regarded as the main part, had been delivered to George Hoskison on terms set out in the same books. Jonathan Beale's will had particularised one country house, built on the same model as Carne's in the valley. Carne acknowledged that this had been done at his instigation, so that the eldest son should have some distinction. The house had been bequeathed to Richard Beale. Governor Poirier had often resolved to pull it down, but Carne had always laid claim to it as heir, until

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		to be the Main part was Delevered to George Hop[k]ison on Terms Referable to those bookes. In Jonathan Beales Will was [P]ertecularize[d] One house in the Country of the Same Modell as mine in the Vally (which I Acknowledge done by my Instigation that the Eldest Son might have Some destinction) which he dequeathed to Richard Beale this house Governour [P]oirier Resolved Often to [P]ull down but I always Laid a Claim as Heir till my going off (when he Effected it without Oppofesition) Impeach[d], the Valluation of Sale Come to Seaventy Odd pound Collected by Alexander, how Applyed or paid I am Altogether Ignorant. Besides this their Remained not Nominated in Jonathan Beales Will part of a hou[s]e adjoyning to Mine, Another Small Tenement to the Comp[as] Store house with a Kitchen biuld by the Late Governour backwards all which Stands at a Certain Rent Applicable to the Use of the Children and is Either Reall or [P]ersonall Estate not yet Disputed though I [P]resume its not being Nomi- -nated makes it Reall and by Confeq[u]ence Richards as being Heir to his Father. Thus S[r] as far at my Memory and Some few Noates Remaining by me will admitt, have layd before your Worships an Account of the Estate and Least you Should imagine me prompt to transact any thing wherein the Government may be Concernd without Some Reason, I Shall endeavour farther to Sati[s]fie in this [P]ertecular. About a week Since Richard Beale brought to his Aunt a Complaint	his own departure from the island, when Poirier had effected the demolition without opposition. The valuation of the sale came to seventy-odd pounds, collected by Alexander, but Carne had no knowledge of how the sum had been applied or paid. Besides this, there had remained, not named in Jonathan Beale's will, part of a house adjoining Carne's own, another small tenement next to the Company's storehouse, with a kitchen built at the back by the late Governor. All these stood at a fixed rent applicable to the use of the children, and were either real or personal estate, a question not yet disputed. Carne presumed that their not being named in the will made them real estate, and consequently part of Richard Beale's inheritance as heir to his father. Carne summarised that he had now laid before the Governor, so far as memory and a few notes allowed, an account of the estate. Lest the Governor should think him forward in raising any matter affecting the government without good reason, he wished to add a further particular. About a week earlier, Richard Beale had brought a complaint to his aunt. **Interpretations** The phrase secret service considered, used by Carne to describe what had taken place at the conclusion of the arbitration, is a contemporary euphemism for clandestine inducement or improper influence, often involving payment in cash or service. Carne was alleging that the original arbitration of the Beale will had been corrupted by something more than open argument, with the result favouring Gabriel Powell's position over the Beale family's. The accusation is made in cautious language but carries serious implications about the conduct of public business under Governor Poirier. The detailed inventory of timber on Gabriel Powell's 30-acre share, with about sixty trees including thirty hollow redwoods, illustrates how timber on St Helena was treated as a distinct asset valued separately from the land. The restriction on Powell selling wood without the government's knowledge converts the 30 acres into a managed forestry holding, with the timber stock effectively under continuing public oversight. The inventory taken by Carne and John Bagley at the time of Powell's marriage gives a precise baseline against which any subsequent depletion could be tested, and shows the systematic record-keeping that the island's land administration could deploy when significant assets were at stake. The country house bequeathed to Richard Beale, built on the same model as Carne's house in the valley, represents a deliberate testamentary gift designed to mark out the eldest son with a distinct asset of equivalent quality to that held by his uncle. Carne's acknowledgement that the house had been built at his instigation, to give the eldest son some distinction, reveals how testamentary intentions could be shaped by extended family advice during the testator's lifetime. The subsequent demolition of the house by Governor Poirier, after Carne had left the island, converted the bequest into a sale yielding about £70, the application of which Carne claimed to know nothing. **Speculations** The Governor's overruling of Carne's claim to administer Margaret Powell's estate, his placement of the children with Mr Francis rather than with Carne and his eventual approval of Powell's substantial 30-acre share with the best wooded land, together suggest a pattern of decisions favouring Powell over the Beale family connections. Carne's letter is implicitly inviting the new Governor to recognise this pattern and to reopen the questions that the previous administration had closed in Powell's favour. The cumulative effect of

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			the decisions described in the letter would have transferred substantial Beale estate assets to Powell, against the natural devolution to the children through their uncle's family.
138	138	of Some Male Treatment from Broome[]e at which time he Interceeded[] hard, She would desire me to be his Guardian being Now of an Age to choose if he Stayed left I came home when he Repeated the Same to me, which I promise I would Consider off, but desired him to tell me if this was his free desire, he Answered Yes, So far have [P]roceeded in her Account; Now Request I may be Allowd to Say my Own is not Altogether to be disregarded, as have a Working from Cap[t]n Joseph Beale which Conferms me the Children Heir in any Casualty of Death or Absence, Therefore with a Litle Reflection as may be I beg Leave to declare to you what I think has been a hardship in this Our generall Case, and as their is Only a [P]rivate Letter I hope Shall be Excused if any thing Slip Amiss by Taxing of Defeciency in the Late Administration. First when the Land was divided, I finde No Equallety in the distribution for provided Gabriell [P]owell is to have 30 Acres, as Heir to his Wife does'nt yet notwithstanding it Cant be Conceeved the very Best Land (most of the Timber too being thereon) Should be Allowed or Indeed any, but but what a Jury as in Other Cafes Should have been (Vi[z]) in Gurlings was [P]erform by Survey and than Left to the Government in Sorting to have Allotted. Next the Hou[s]e [p]ull[d] down (to Say nothing of having Cut a very large Thong out of Other folks Leather) the Money thence Arifeing might have bought two Blacks which Either might have been takeing in their Land or Care of [Slain]e Cattle, and that by Such Care the Wood and Land might not have been a [P]rey to Other Adjacent Famile[s] as may Suffeciently be made Appear Nay to half the Island, which Male [P]erfor- mance is not only (tho in great part) Owing to Hop[k]ison but to Some who have Often Recceved Complaints thereof, and Never Offered at any Redress but discourst for a Consultation day and Let the Matter fall as of Little Moment which if had been taken Care for would have Maintained an Infenite greater Charge then the Children Could any way have Expended, and their Estate Sence be now in a flourishin[g] Condition, when at present their is Neither Fence or Timber Left, I Cant Believe S[r] but with your Leave all this may be brought to an E[s]timate and those who have made Use of the Timber Lenfium, and those who have not Comply[s]d with their Contracts Obleeged So to doe; Gabriell [P]owell and Children to know their Own (for to Stay for the Companies Verdict	Carne went on. Richard Beale had complained of some ill-treatment from Broome, at which point he had asked his aunt to intercede that Carne be made his guardian, since he was now of an age to choose if he was to stay before Carne returned home. Richard had repeated this request directly to Carne, who had promised to consider it, but had first asked the boy whether the request was freely made. Richard answered yes. So far Carne had proceeded in his nephew's name. He now asked that his own interest not be wholly disregarded, since he held a written acknowledgement from Captain Joseph Beale confirming him as heir to the children in the event of their death or absence. Carne therefore took the liberty, in a private letter rather than in any public document, to declare what he thought had been a hardship in the general case, and asked to be excused if anything in his account amounted to a charge of inadequacy against the late administration. First, when the Beale land had been divided, no equality appeared in the distribution. Even if Gabriel Powell was entitled to 30 acres as his wife's heir, the very best land, with most of the timber on it, should not have been allotted to him. The proper procedure would have been to have a jury, as in Gurling's case and others, where the division had been made by survey and then left to the government to allocate the resulting parcels. Next, when the country house was pulled down, leaving aside what Carne regarded as the high-handed manner of the demolition, the money raised by the sale might have bought two slaves, who could either have been employed in clearing the land or in caring for the cattle. By such care the wood and the land would not have been preyed upon by other neighbouring families, as could be amply demonstrated, indeed by half the island. The mismanagement was not only Hoskison's, though largely so, but also that of certain others who had repeatedly received complaints and never offered any redress, but had discussed the matter for a consultation day and then let it fall as of little moment. Proper attention would have produced revenue far exceeding the children's expenses, and the estate would now be in a flourishing condition, where at present neither fence nor timber remained. Carne believed that the matter could still be brought to an estimate, that those who had used the timber should make recompense, and that those who had not complied with their contracts should be obliged to do so. Gabriel Powell and the children should know what was their own, since waiting on the Company's verdict could be indefinite. A just account should be kept of the whole and delivered to the government annually, which Carne was willing to undertake once the true account had been stated. He further asked that Mrs Carne be permitted to take her nephews into her own household, since he saw no reason why so near a relation should not share in any advantage, nor why such distance should be kept that scarcely any relationship was known to other parties. He could say something of how the children had been treated, and although he took Mr Francis to be an honest man, his twelve years on the island had given him an insight into the temper of some people, and the boarders' money had at least as much, if not more, to do with their personal advancement than with the children's benefit. **Interpretations** The acknowledgement from Captain Joseph Beale, confirming Carne as heir to the children in the event of their death or absence, places Joseph Beale within the

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		may be ad Infenitum) and a Just Account kept of the whole and to be Anuall delivered into the Government, which I am willing after an Account Once true Stated to performe, and M[r] Carne to take her Nephews to her Own habitation for I beg Leave to Say If their be any Advantage I know not why So Near a Relation Ought not to partake and why Such a distance Should be kept as Scarce being Related is known by Other party. I Could Say Something of their Usage, and tho I take M[r] Francis to be an honnest Man, yet my having been 12 4 years on this [P]lace must Allow me an Insight into the Temper of Some [P]eople and that Boarders Money has at far[]if not more Conduct to their [P]rop Advance[] than the Childrens Beneffit.	wider Beale family network and establishes a written instrument supporting Carne's reversionary claim. The arrangement provided a contingent succession from the children to Carne should they die in childhood or leave the island without issue, and gave Carne a direct stake in their welfare and survival. The document strengthened his standing as guardian candidate by demonstrating that the family itself recognised him as the line of succession beyond the children. The phrase a prey to other adjacent families records the loss of unprotected estate timber and pasturage to neighbouring planters who took what they could in the absence of effective oversight. The mechanism reveals how a poorly managed orphans' estate could leak value through informal encroachment by adjoining proprietors, with each neighbour taking a small share until the estate's value had been substantially eroded. The case illustrates a structural weakness in the council's protection of orphans' property that no amount of formal administration could prevent if the practical management on the ground was inadequate. The proposal that Mrs Carne take the children into her own household, alongside the criticism of Mr Francis as a boarder more interested in his fees than in the children's welfare, advances a substantive change in the children's care arrangements. The earlier rejection of Carne's offer at 1s per annum had placed the children with Francis at the council's expense, but Carne now suggested that family care under his wife would serve the children better than continued paid boarding. The proposal converts the guardianship question from a financial matter into a question of substantive welfare. **Speculations** The careful framing of Mrs Carne's proposed role as guardian of the Beale children, combined with the unstated implication that Carne himself stood as ultimate reversionary heir, points to a coordinated strategy by which the children would come under Carne family control and any subsequent failure of the children's line would consolidate the whole Beale estate in Carne's hands. The proposal was probably designed to look like a family welfare arrangement while operating substantively as a means of bringing both the children's persons and their inheritance within Carne's effective control. The reversionary acknowledgement from Captain Joseph Beale supplied the contingent legal foundation for this consolidation.
139	139	After thus much I presume One word in the behalf of Richard and Shall have done I Remember his Uncle Spake to you about ta[k]eing of him but you were Rather Inclined that he might be made more Conversant with and See an Issue of his Affairs So that draf[t], Next M[r] Marsden Offerd to him, I Should be glad he were So well [p]laced, but on Some Sure foundation tho the boy were at Some Expence to be bound to him for a Term of Years, Or Else to Lett him be with me till the Return of his Uncle Cap[tn] Beale, Or till your Worship[]s Shall Receive More advantajeous Offers. Gentlemen in Such Employs as your Worship is in, are often Obleeged to Receive all Sorts of Remon[s]trances how far to the [P]urpose is Left to your Judgment and this I Can Sincerely Say is with all Imaginable Deferrence and all Respects from Worshipfull S[r] Y[ou]r Obed[t] and most affectionate Serv[t] George Carne August 26[th] 1710	Carne continued. He asked leave to say a word on behalf of Richard. He recalled that Richard's uncle had spoken to the Governor about taking the boy, but the Governor had been inclined that Richard should be made more conversant with his own affairs and see them through to a conclusion. Mr Marsden had then offered to take him. Carne would be glad to see Richard so well placed, but only on a sure foundation, even if the boy had to be put to some expense to be bound to Marsden for a term of years. Otherwise he asked that Richard might stay with him until Captain Beale's return, or until the Governor and council received more advantageous offers. He concluded by observing that gentlemen in such employments as the Governor's were often obliged to receive all sorts of representations, and that the judgement of how far each was to the purpose lay with the Governor himself. He sincerely affirmed that this was offered with all imaginable deference and respect, signing himself the Governor's obedient and most affectionate servant, George Carne, on 26 August 1710. Carne then presented a petition on 28 March 1711, addressed to the Governor and council, in the names of his nephews Richard and Anthony Beale. The petition set out the following.

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		Whereas M[r] Carne [P]resented a [P]etition this 28[th] day of March 1711 which is as follows. To the Worship[]s the Governour and Councill The [P]etition of George Carne in behalf of his Nephews Richard and Anthony Beale most humbly Sheweth That Whereas your Petetioner by a Letter and Appearance ded in Some Manner make Appear the Unsettled Estate of his Nephews Fortunes under thefe following heads (Vi[z]) the Letting out of their Land to great disadvantage, the Non clerefson of Said Land [P]rovided a thord be Allowed to M[r] Gabreell Powell who Marrued their Mother and for 9 or 10 Years has had in [P]ofsefseon 30 acres of the best and Wooded Land, the Wood Cut of not Accounted for, and the Said Land Now lett to Others, who to be Sure are not expecting a future [P]ofsefseon Litle Vallue what devastateon may be made. Their Cattle in[s]tead of Increase Sufferring a Yearly diminution by a Non Compleance with [P]oultry them in to two of the best [P]aftures in the Island (Vi[z]) their Own and M[r] Hopkifeons, The Country hou[s]e being [P]ulled down the Money not brought to any Account till the Governour was [P]leased Lately to have it Stated. Now your [P]etetioner Requests he may have Liberty to have Recou[r] to the Confultati[on] books, and thence draw an Abstract of what has been [P]erformd Since their Fathers decease, with a Coppy of his Will, all which when brought to any Method, Shall be delevered to the Worshipfull the Governour and Councell to be Remitted to the Hon[ble] East India Comp[ny] and he your [P]etetioner will Send Another to M[r] Hungerford theer Councell to deleiver his Openion between them and [P]owell, and 'tis to be hoped	By his earlier letter and by his appearance before the council, Carne had made known the unsettled state of his nephews' fortunes under several heads. The Beale lands had been let out to great disadvantage. The land had not been cleared if a third was to be allowed to Gabriel Powell, who had married the boys' mother and for nine or ten years had held in possession 30 acres of the best and most wooded land. The wood cut from that ground had not been accounted for, and the land was now let out to others who, since they had no expectation of future possession, would attach little value to any devastation done on it. The cattle, instead of increasing, suffered a yearly diminution because they had not been confined to the two best pastures on the island, namely the children's own and Mr Hoskison's. The country house had been pulled down, and the proceeds had not been brought to any account until the Governor had recently directed that the matter be stated. The petitioner requested liberty to have recourse to the consultation books, and from them to draw an abstract of what had been done since the children's father's death, together with a copy of the will. Once compiled, the documents would be delivered to the Governor and council for transmission to the Honourable East India Company. The petitioner would send a further copy to Mr Hungerford, the Company's counsel, asking for his opinion as between the Beale children and Powell. **Interpretations** The succession of offers for Richard Beale's placement, with the uncle Captain Beale, with Marsden and with Carne himself, illustrates how the question of a minor's guardianship on the island was being negotiated between several potential candidates. The Governor's preference that Richard should be made conversant with his own affairs and see an issue of them indicates a view that guardianship should serve the boy's education in his estate as well as his physical care. Richard at this age was approaching the moment when he would need to understand his inheritance, and the Governor regarded direct exposure to the management of his affairs as essential preparation. The reference to Mr Hungerford as the Company's counsel identifies the East India Company's standing legal adviser in London, to whom complex questions of property and probate were referred for opinion. Carne's proposal to send the abstract and the will to Hungerford alongside the council's transmission, with a request for his opinion as between the Beale children and Powell, sought to bypass the slow and uncertain channel of formal council referral by securing direct legal advice from a recognised authority. The mechanism allowed Carne to influence the way the case would be considered in London by ensuring that a particular adviser saw a particular set of documents framed in a particular way. The petition's framing of the Beale lands as let out to great disadvantage, with the immediate tenants having no expectation of future possession and therefore no interest in conserving the property, identifies a classic problem of leasehold tenure where the lessee's incentives are not aligned with the long-term interests of the freeholder. Tenants in possession would extract maximum value during their term, including by cutting timber, exhausting the soil and neglecting fences, since none of the consequences would fall on them after they had departed. The complaint provides a generalisable critique of how minors' lands fared under arrangements that did not protect the reversionary interest. **Speculations** The conversion of Carne's private letter of 26 August 1710 into a formal council petition on 28 March

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			1711 marks a deliberate escalation in the strategy Carne was pursuing. The letter had been a discreet representation to the Governor, designed to lay groundwork without committing to a public process. The petition seven months later moved the matter onto the formal council record, where it would have to be acted on or refused in writing. The timing suggests that the private channel had produced enough movement under Governor Roberts to make formal action viable, perhaps including the direction that the country house proceeds be stated, and Carne was now ready to press for a complete review.
140	140	Hoped may not doubted off that the Worshipfull the Governour will befreind them in what may be Beneficiall if Continues in the [P]erseverance of his Refelutions for England. Your [P]etetioner in his Own behalf Requests his Nephews may be both put to board at their Aunts for the year En[s]ueing for what Beneffitt Can the Youngest Reap or is it So Small a Stock of Cattle to pay 7[s] [ƥ] Annu[u]m and [s]end [c]emsel[f] Cloather wherefore your [P]etetioner does hereby Offer to Maintain both the Brothers for 12 [ƥ] Annuum Except Cloather the Elder So may be ra[t]ed above the Younger and your [P]etetioner may be enabled easierr to pay a Debt due for the Rent of part of a hou[s]e in his [P]ofsefseon and 'tis to be hoped So Near Relations may have Some favour Shewd them whence No detriment Can Accrew to the Orphans, and whofe immediate Heir your [P]etetioner is in right of his Wife. Richard Beale does by your [P]etetioner Renew his Request of choosing a Guardian wherefore has been Severall [P]reci[d]ents on this Island but your [P]etetioner in this as in all the above Mentioned Confiderations Leaves all to your better Judgment of the Worshipfull the Governour and Councell. Your [P]etetioners Nephews and M[r] Frances as Also Others Acquainted your [P]etetioner that their is a Centenuall Depredation of Wood from off the Childrens Land by the Neighbourhood which [C]erta[i]nly must be Esteemed as a great Contempt of that Excellent Law Concerning [P]ropagation of Wood, and humbly Requests may be Redrest by [P]rohibition as Shall be Esteemed by the Worshipfull the Governour and Councill most Expedeent. and your [P]etetioner as in duty bound Shall Ever Pray. The Petitioner is Answered that the very Long Letter be wroaght to the Governour dated 26[th] August 1710. In Relation to Jonathan Beales Orphans was Read to the Councill, and Now Lyes with his [P]etetion before Us, and Shall give you an Anfwer to all We Shall first [P]romise to you, that if your Kinfman Jonathan Beale father of the Orphans, Requested you to be Concerned with the Wedow In behalf of his Will, your Refufing that Office did not Show So much	Carne continued his petition. He hoped, and did not doubt, that the Governor would befriend the children in any matter that might be to their benefit if he persisted in his resolution to return to England. In his own behalf, the petitioner requested that both his nephews be boarded with their aunt for the coming year. What benefit could the younger reap from his small stock of cattle, when it was insufficient even to pay 7s per annum and supply his own clothing? The petitioner therefore offered to maintain both brothers for £12 per annum, clothing excluded, with the elder rated higher than the younger, so that he might be enabled the more easily to pay a debt due for the rent of part of a house in his possession. He hoped that so near a relation might be shown some favour, where no detriment would arise to the orphans, and whose immediate heir the petitioner was in right of his wife. Richard Beale, through the petitioner, renewed his request to choose a guardian, for which several precedents existed on the island. The petitioner left this matter, as he did all the others, to the better judgement of the Governor and council. The petitioner's nephews, together with Mr Francis and others, had informed him that there was a continual depredation of wood from the children's land by the neighbourhood. This must be regarded as a great contempt of the excellent law concerning the propagation of wood, and he humbly requested that it be redressed by such prohibition as the Governor and council might think most expedient. The council answered Carne as follows. His very long letter to the Governor of 26 August 1710, relating to Jonathan Beale's orphans, had been read out in council, and now lay with the petition before them. The council would give him an answer to all of it. The council first observed that if his kinsman Jonathan Beale, the children's father, had requested him to act jointly with the widow in administering the will, his refusal of that office did not show as much kindness to his kindred as he had seemed to suggest in his letter. Nor was his kindness to the children any more apparent in his petition, since after receiving a grant of his nephew Richard Beale on 1 April 1703, he had the following year, for various reasons of his own laying out, returned the boy to the government. The council could see no foundation or pretence on which Carne had claimed to administer, and the previous government's refusal to admit him had been justice and equity. If the children had been ill-used by Mr Francis or his family, the proper course was to have complained to the council. The council did not consider itself in any way obliged to give Carne an account of what lay in its care and charge, namely widows and orphans, to whom the council stood as fathers. Nevertheless, because Carne had laid so heavy a charge against the former government, implying as though no redress could be [...] **Interpretations** Carne's offer to maintain both brothers for £12 per annum, clothing excluded, sets a definite figure against which the council could compare the existing

BL Image No.	Document No.	OCR Transcription	Modern Interpretation
		Kindness for your Kindred as you [s]eem to Hint in yours nor Does your Kindness more Appear towards the Children by your [P]etition when you had a Grant of Richard Beale your Nepvew 1[s] Aprell 1703. and the Next your following for Severall Reasons as you laid turned him upon the Governments hands again. Nor Can We See what foundation or [P]retentions you had to Adminer[s]ter, which the then Government not Admetting of was Ju[s]tice and Equity, If the Children were Ill Used by M[r] Frances or his fami[l]y they ought to have Complained to Us. Though We do not think Our Selves in any wise Obleged to give you an Account of what is in Our Care and Charge: Such are Widows and Orphans, To whom We are Fathers, Yet because you have layd Such an heavy Charge upon the former Government, Implying as that No Redress Could be	arrangement with Mr Francis. The offer of £6 per child compared with the current 7s per annum that the younger boy could not even meet from his cattle reveals the gap between the children's actual income and what their guardianship cost the government. Carne's framing converts a welfare proposal into a financial saving for the council, with the elder boy rated higher than the younger to reflect the higher cost of his establishment. The council's response that it stood as fathers to widows and orphans articulates the institutional theory of the colonial government's protective function. In the absence of any local ecclesiastical court or other body with custody of orphans' affairs, the council assumed the role of paterfamilias for those without natural protectors. The phrasing draws on long-standing English usage in which civic authorities described their wardship function in paternal terms, and converts the council's administrative role into a substantive trust relationship. The council's reminder that Carne had received a grant of Richard Beale on 1 April 1703 and had returned him to the government the following year supplies a substantial procedural rebuttal to his current petition. Carne had previously been given charge of the elder boy and had voluntarily surrendered him, which undercut his present claim that he was the appropriate person to take both boys back into his household. The council was using the prior episode to demonstrate that Carne's professed family solicitude was not consistent with his recorded conduct. **Speculations** The procedural objection to Carne's failure to complain about Francis through proper channels, alongside the substantive response that the previous government's refusal of his administration was justice and equity, suggests that the council was constructing a comprehensive rejection of his petition that worked on multiple levels. Procedural failings, substantive defects in his claim and his own past inconsistency were each used to undermine a different element of his case. The combination indicates that the council had decided to refuse the petition substantively and was now building the record that would support that refusal against any subsequent appeal to London or to the Lords Proprietors.
141	141	Had by which Means the Estate of the Orphans went to Ruin, and that Large Thongs was Cutt out of Other [P]eoples Leather, and the Hou[s]e in the Country [p]ulld down without Oppofefition because you were not here; We Say the Occation of that hou[s]e being [P]ulled down (As Appears by Consultation 3. 7ber 1701) that the Same was Rotten, and therefore to prevent the Charge to keep it in Repaire (which would Run the Children in debt) It was Ordered to be [p]ulled down, and Expofed to a [P]ublick Sale for the Beneffitt of the Children, and that the Money fell into Ill hands and which as yet We Cannot Recover the Main and [P]rincepall being of the Island. As for the Sixty odd Trees Sound, and thirty hollow, We find you and John Bagley Vallued only Seaventy four, And Accordingly Last Orphans Court day We ded Examine you and All Others in Relation to that Estate, and if you know any thing that happened Sence in Diminution to their Cattle, Or Estate you do well to Inform that they may be Redresfed. As to having Reccou[r]se to Our Confultations We Never allow of,	The council continued its answer to Carne. As to the country house being pulled down without opposition because Carne was not on the island, the council answered that the consultation of 3 September 1701 showed the house to have been rotten. It had been ordered to be demolished in order to spare the children the charge of keeping it in repair, which would otherwise have run them into debt, and the materials had been exposed to public sale for their benefit. The money had since fallen into ill hands, and the principal amount remained unrecovered, the chief party being off the island. As to the sixty-odd trees recorded as sound and the thirty as hollow, the council had found that Carne and John Bagley had valued only seventy-four trees in total. At the previous Orphans' Court day the council had examined Carne and others in relation to the estate. If he knew of anything that had since happened to the diminution of the cattle or other property, he was at liberty to bring it forward so that it might be redressed. The council did not allow general access to the consultation records, but if particular consultations or papers concerned Carne, the council had directed the clerk to give him copies on payment. He could then arrange them in whatever order he chose and transmit them to whomever he wished. That was no concern of the council.

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		if there be any [P]artecular Confultations, Or [P]apers, that Concern you We have Ordered the Clark to give you Coppys [P]aying for the Same, You may draw them up in what Method you please and tranfmitt them to whom you please It does not Concern Us. We Shall in due time If it be possible do the Children Justice tho the Reckoning be Long Standing it Must be paid in time And will fall heavy Upon any that have Acted Knavishly. As for a Guardean We Cannot See the Children have any Occa- fion for having Nothing in their hands at [P]resent, Nor Can they demand any thing till of Age as the Will Implyes. As for the Children We defign to take them under Our Care at Plantation hou[s]e, and believe will be as Serviceable to Us as the Charge of keeping of them will Come too in [P]rovisions. The Children were Asked wherein they were Ill Used at M[r] Francis Richard Beale Answer[d] that Samuell Broome his Schoolmaster beat him for beating his Brother Anthony when he Lived at M[r] Francis. M[r] Carne and M[r] Francis Complained that Beals Orphans had Some of their Wood Cut down and the Boys Could tell who did it. Richard and Anthony Beale Say that M[r] Griffith[s] black took Some Wood of their ground, M[r] Griffith Asked if they Cut any down they Anfweer No, Only Saw them Carry Some Dead Wood off. M[r] Griffith Replyes that the way to the Common is through part of their ground, were the Blacks are Ordered to go for Dead Wood, and dry wood, and that the best blacks will and may take the Nearest at hand Unknown to their Master and Contrary to Orders. M[r] Griffith Says he knows Nothing of it, but Offerd to make Satisfac- tion and panish his blacks. Ordered That an Action be Entred against M[r] Carne, against Next	If it proved possible, the council would in due course do the children justice. The reckoning had been long standing, but would have to be paid in time, and would fall heavily on any who had acted knavishly. As to the request for a guardian, the council could see no occasion for one. The children had nothing in their hands at present, and could demand nothing until they came of age, as the will provided. As for the children themselves, the council proposed to take them under its own care at the plantation house, where the council believed they would be as useful to it as the charge of their keeping in provisions would amount to. The children were then asked in what way they had been ill-used at Mr Francis's. Richard Beale answered that Samuel Broome, his schoolmaster, had beaten him for beating his brother Anthony when he lived at Mr Francis's. Carne and Francis both complained that some of the Beale orphans' wood had been cut down, and that the boys could say who had done it. Richard and Anthony Beale said that Mr Griffith's slave had taken some wood from their ground. Mr Griffith asked whether the slave had cut any down, and the boys answered no, only that they had seen him carry some dead wood off. Griffith replied that the way to the common ran through part of the children's ground, where the slaves had been ordered to go for dead and dry wood, and that the best of slaves would and might take the nearest at hand, unknown to their master and contrary to orders. Griffith said he knew nothing of it, but offered to make satisfaction and to punish his slaves. The council ordered that an action be entered against Carne, against the next [...] **Interpretations** The council's reliance on the consultation of 3 September 1701 to justify the demolition of the country house illustrates its working method of looking up specific entries to address contested historical events. The Carne case proceeded in significant part through the council's archive, with each side pointing to entries that supported its position and the council selecting which to credit. The 1701 entry recording the house as rotten and the demolition as ordered for the children's benefit converts what Carne had presented as an unauthorised destruction of an asset into a documented decision in their interest. The same archival method that allowed Carne to revisit old grievances allowed the council to defend old decisions. The decision to take the Beale children under the council's own care at the plantation house, on the express ground that they would be as useful to the council as the charge of their keeping in provisions would amount to, converts the guardianship question into a labour calculation. The boys' work at the plantation house would be valued against the cost of their food, with the council expecting a net zero or favourable balance. The arrangement makes plain that the council viewed the children as productive assets capable of contributing labour to the Company's establishment, rather than as wards requiring protection without return. The council's order that an action be entered against Carne marks a significant turn in the proceedings. Having dealt with his petition as a representation about the Beale estate, the council was now treating him as a defendant in a fresh proceeding. The nature of the action is not disclosed in the recoverable text, but the timing suggests it may concern the debt due for the rent of part of a house in his possession that Carne had mentioned in his petition, or some other obligation that the council had identified during its investigation of the estate.

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			Speculations The decision to enter an action against Carne, immediately after refusing his petition, probably reflects a deliberate use of the legal apparatus to neutralise his continuing pressure on the Beale estate. By converting Carne from petitioner to defendant, the council shifted the burden of proof and the focus of the proceedings, requiring him to defend his own conduct rather than press his claims against others. The mechanism would have substantially reduced his capacity to pursue the Beale family interests, both because of the time and attention required for his own defence and because of the implicit message that further pressure on the council would provoke further actions against him.
142	142	Quarter Sefsons in Order to [P]rove his Allegation Vi[zt] That We may know who those [P]ersons are that have Cutt Large Thongs Out of Other [P]eoples Leather and to Show how when and by whom Complaints were made Relating to that Estate and No Redress had. The Case of William Frenches Orphans Stated. Thomas Box Free [P]lanter dyes in May 1705. and in his Will bequeathed to his Daughter Mary who was Married to William French of this Island Soldier by whom She had three Sons and four Daughters, the Eldest Son Thomas who went to Bencoolen with his Father the Second Son William Dyed, the Third Son John Alive upon S[t] Helena. the four Daughters are Elor, Mary, Elizabeth, and Sarah Dyed, Thomas Box Aforesaid Leaves his Daughter Mary Sole Executrix of all his houses, lands, govds, Chattles, Bills, Bonds, Debts, ready Money, and whatsoever he Can Claim Right to, Excepting Ten Acres of Land which he Leaves to his grand Daughter Mary, the Daughter of Mary French Aforesaid. William French the Father and the Eldest Son Thomas went to Bencoolen in the beginning of the Year 1708. Immediately after his Departure his Wife Dyed having made a Will and Appointed Robert Addis, and Thomas Garg[i]n[e] Executors, and that Will not being Approved Off by the Government they took it into their hands As Appears by a Confel- tation of the 7[th] of March[]s 170 [...] and an Inventory taken Accordingly Vi[zt] Sundry goods Sold at an Outcry Amounted to 5 12 6 One Black Slave Named Charlett 20 Acres of Land 5 head of Cattle Vi[zt] 2 Cows 2 Calves 1 Bull Ten Acres of Island Left to Mary French Ten Acres of Land hired of the Hon[ble] Company The whole Forty Acres was let to George Hopkifeon and Seized together with the Rest of his Estate as [þ] Confeltation of the 7[th] January 170[...] Now their Remains to be Devided between five Children In an Equall [P]roportion the Debts first being paid which are Vi[z]: £ s d 14 8 2¼	The council ordered that an action be entered against Carne, returnable at the next Quarter Sessions, requiring him to prove the allegations he had made: who those persons were that had cut large thongs out of other people's leather, and to show how, when and by whom complaints had been made relating to the estate, and what redress had or had not been given. The case of William French's orphans was then stated. Thomas Box, free planter, had died in May 1705. By his will he had bequeathed his estate to his daughter Mary, who was married to William French of the island, soldier. She had borne French three sons and four daughters. The eldest son Thomas had gone to Bencoolen with his father. The second son William had died. The third son John was alive on St Helena. The four daughters were Elor, Mary, Elizabeth and Sarah, of whom Sarah had died. Box had named his daughter Mary as sole executrix of all his houses, lands, goods, chattels, bills, bonds, debts, ready money and anything else he could claim, except for 10 acres of land bequeathed to his granddaughter Mary, the daughter of the said Mary French. William French the father and his eldest son Thomas had left for Bencoolen at the beginning of 1708. Immediately after their departure, his wife had died, having made a will appointing Robert Addis and Thomas Gargen as executors. The will had not been approved by the government, which had accordingly taken it into its own hands, as appeared from the consultation of 7 March 1708, and an inventory had been drawn up. The estate consisted of: Sundry goods sold at outcry £5 12s 6d One slave named Charlott 20 acres of land 5 head of cattle, namely. 2 cows 2 calves 1 bull 10 acres of island land left to Mary French 10 acres of land hired from the Honourable Company The whole 40 acres had been let to George Hoskison and seized with the rest of his estate, as appeared from the consultation of 7 January 1708. The estate now remained to be divided in equal proportions between the five surviving children, after the following debts had been paid. To the Honourable Company £14 8s 2¼d To Cosgrave's orphans £1 5s 0d To Elizabeth Lansdown £4 13s 6d To William Marsden £5 2s 0d To Governor Poirier's outcry £0 5s 0d To Captain Mashborne £5 0s 0d To Doctor Thomlinson £0 12s 0d To Dorothy Hayes £0 18s 0d Sundry goods sold at outcry £5 12s 6d The amount stands within the list of debts in the manuscript and is preserved in that position.

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		To the Hon[ble] Company 1 5 To Cofgrave Orphans 4 13 6 Elizabeth Lanesdon 5 2 William Marsden 5 To Governour [P]oirers Out Cry 5 To Cap[tn] Mashborne 12 To Doctor Thomlinson 18 To Dorothy Hayre [...] Sundry goods Sold at an Outcry Amounted to 5:12:6 24 2 11½ One hou[s]e in James Vally One Black Man Slave Five head of Cattle Twenty Acres of Land	Total of debts £24 2s 11½d The remaining assets of the estate were. One house in James Valley One slave man 5 head of cattle 20 acres of land **Interpretations** The action ordered against Carne, returnable at the next Quarter Sessions, identifies a periodic court of more formal proceedings than the ordinary council consultation. The Quarter Sessions on St Helena, following the model of the English county Quarter Sessions, sat four times a year to handle judicial business that required formal pleadings, witnesses and proof rather than administrative resolution. By transferring Carne's case to that forum, the council moved his complaints from the informal political setting of council petition into a proper evidential proceeding where his allegations would have to be substantiated under oath. The council's specific requirement that Carne prove who had cut large thongs out of other people's leather and show how, when and by whom complaints had been made converts his rhetorical flourishes into specific points of pleading. The colloquial idiom had served Carne's purposes when used in the body of his letter as a vivid characterisation of mismanagement, but the council was now requiring him to deliver evidence behind each generalisation. The procedural device was probably designed both to make formal proof difficult and to deter Carne from further use of strong language in petitions, since each forceful claim would generate a corresponding evidential demand. Captain Mashborne's appearance as a creditor of the French estate at £5 0s 0d places the Deputy Governor in a private financial relationship with the family whose orphans the council was now administering. The same Mashborne who had appeared as a co-surety on the Carne bond, as the son-in-law expecting a legacy under Robert Goodwin's letter from Bencoolen, and as the surveyor of the Lords Proprietors' plantations now appears as a personal creditor of a deceased planter. The repeated appearance of Mashborne in private financial roles alongside his public offices confirms the pattern observed across these consultations of council members serving simultaneously as private parties to substantial transactions. **Speculations** The escalation of Carne's matter from petition to formal action at the next Quarter Sessions probably reflects the council's strategic decision to apply institutional pressure that would in time exhaust Carne's resources for pressing the Beale case. Petition was a low-cost route through which a complainant could keep raising matters until the council's patience was exhausted. A formal action at Quarter Sessions required the petitioner to mount a case with evidence and witnesses, at the cost of time, money and reputation. By converting Carne from petitioner to defendant, the council substantially raised the cost of his continued involvement in the Beale dispute and probably calculated that this would either force concession or produce a recorded defeat that could be cited against him in future.
143	143	The Petetion of Jane Mudge Widow defireing her grand Daughter Jane [c]hild may be Cleared of the [P]arish Charge Offering to take her to her Self and to Enter into Obligation to keep the [P]arish harmless and that her Name be [p]ut out of the Councill book upon that Account. And your [P]etetioner as in duty bound Shall Ever [P]ray &c	Jane Mudge, widow, presented a petition. She asked that her granddaughter Jane Child be cleared from being a charge upon the parish. She offered to take the child to herself and to enter into an obligation to keep the parish harmless, and asked that her name be removed from the council book on that account. The petition was marked by Jane Mudge with her cross.

BL Image No.	Document No.	OCR Transcription	Modern Interpretation
		Jane [her] X Mudge marke The [P]etetioner is Answer[d] that if She will [p]ay back the Money She has Recceived from the [P]arish on her Grand[]Child Account We wont only Leather Name Out of the Councill book but Record her as a Tender Charitable Grand Mother, Or when She does Clear the [P]arish of the Charge it will be Recorded to her advantage. Ordered That the Court of Orphans is Adjourned till Thursday, Friday, and Saturday Next, being the 5. 6[th] and 7[th] of Aprill and that an Advertizement be Issued Out Accordingly which was done. J[n]o Roberts Edw[d] Mashborne W[m] Marsden Daniel Griffith Matthew Bagett Island S[t] Helena At a Consultation held on Thursday the 29 day of March 1711. at the United Castle in James Vally. Pr[es]t J[n]o Roberts Esq[r] Governour Edw[d] Mashborne Dep[ty] Govern[r] W[m] Marsden 3[d] in Councill Daniel Griffith 4[th] in Councill Matthew Bagett 5[th] in Councill The Petetion of William Coales [P]lanter Setting forth tha[t] having decea[s]ed upon Twenty Acres of free Land, that did formerly belong to John Oliver, and afterward[s] belonged to John Worrall, and afterwards to Henry Coales Now Deceased, And Now to your [P]etetioner Son to the Aforesaid Henry Coales, hath Inhabeted and [P]osfested, for this Fourteen Years and upwards desire that your Worship[]s and Councell will be [p]leafed to Search the Right and Tittle of my [P]rede- -cessors, and According to their Right and Title I may be Establi[s]ht on my [P]roper Right, And your [P]etetioner will be as in duty bound to [P]ray. W[m] Coales March 27[th] 1711.	The council answered that if she would repay the money she had received from the parish on the child's account, the council would not only remove her name from the council book but record her as a tender and charitable grandmother. Failing that, when she did relieve the parish of the charge, the matter would be recorded to her advantage. The court of orphans was adjourned until Thursday, Friday and Saturday following, being 5, 6 and 7 April, and an advertisement was issued accordingly. Signed by John Roberts, Edward Mashborne, William Marsden, Daniel Griffith and Mathew Bazett. Island of St Helena At a Consultation held on Thursday, 29 March 1711, at the United Castle in James Valley. Present: John Roberts Esq, Governor; Edward Mashborne, Deputy Governor; William Marsden, third in Council; Daniel Griffith, fourth in Council; Mathew Bazett, fifth in Council. William Coales, planter, presented a petition. He set out that he had lived on 20 acres of freehold land, which had formerly belonged to John Oliver, then to John Worrall, and afterwards to his father Henry Coales, now deceased. The land had now come to him as Henry Coales's son, and he had occupied and possessed it for the past fourteen years and more. He asked the council to search the right and title of his predecessors and, according to the title they showed, to confirm him in his proper right. The petition was signed by William Coales and dated 27 March 1711. **Interpretations** The Mudge petition presents the case of a grandmother seeking to reclaim a granddaughter from parish maintenance. Jane Child had been receiving support as a parish charge, with the council book recording her name as one of those for whom public funds were being paid out. The grandmother's offer to take her in and indemnify the parish converts her into a private family responsibility, removing the recurring charge from the public account. The arrangement converts a continuing financial obligation into a single discharge of past costs. The petitioner's 14 years and more of occupation gives a substantial period of continuous possession that under English law would have generated significant title strength independent of any documentary evidence. The doctrine of long possession could supply the foundation for a settled title where the documentary chain was incomplete or contested, and William Coales's emphasis on his length of occupation reflects the legal weight he could put against any later challenger. The case shows how settler families on the island accumulated entitlements through prolonged use as well as through formal conveyance. The request that the council search the right and title of my predecessors and confirm the petitioner accordingly converts the council into the working land registry of the island. The petitioner did not himself produce documents but asked the council to investigate the documentary chain through its own records. The procedure shows how the council's consultation books and lease registers were now functioning as the central repository of land title information, with planters relying on the council to assemble the evidence in support of their claims. **Speculations** The Mudge case and the Coales case heard at successive consultations both involve the conversion of informal or contested arrangements into settled records. Jane Mudge sought to convert a public charge into a private undertaking with formal acknowledgement. William Coales sought to convert long possession into confirmed title supported by documentary investigation.

BL Image No.	Document No.	OCR Transcription	Modern Interpretation
			Both petitions reflect the broader administrative direction of the council's work in this period, namely the conversion of unstructured occupation and informal arrangements into a documented register of settled rights and obligations.
144	144	The Petetioner is Answer[d] that upon Inquiery of the Title of that Land We find that their is Nothing of it Registerd in the Register book but all the Mention that is made Is that the Lott Land of Thomas Burch borders upon the Lott of the twenty Acres of black Oliver, Also that the Lott of William Fox Junior Lying in [F]ishers Vally Adjoyning to the North to Black Oliver. M[rs] Grace Coulfon declares that black Oliver was her Slave, and Also his Wife, and when the Dutch took the Island they went to Brazill, and their Sold the Said Oliver her Slave to an English Merchant One M[r] Abram by Name Cap[tn] Anthony Beale, and Cap[tn] Melford [c]omander of the Humphrey and Elyzabeth hired a Sloop at Brazile to Come and Cruife to the Wendeward of this Island to give Notice to all Merchant Men that the Island was taken by the Dutch And they [P]ersveded M[r] Abram to Let the Said Oliver go in the Aforesaid Sloop because he knew the Island, being upon her Cruise to the Wendeward of the Island they Met with S[r] Richard Munden to whom they gave Notice as Aforesaid, and black Oliver being well Acquainted with the Island took him Out of the Sloop, and Ordered him to Conduct his Men into the Country to Retake the Island, which he [P]erformd for that good Service S[r] Richard Munden gave him his freedom, and Sent the Money to his Master to Brafele, and Five [P]ound more then he had paid for him, M[r] Coulfon and his Wife Arriveing in England with the Said Black Olivers Wife the Antient Old Company bought her of them and Sent her here to her hu[s]band, and repaid S[r] Richard Munden for Black Oliver, who was made a Free [P]lanter, and bestowed this Twenty Acres of Land upon him, and All Other Incouragements that free [P]lanters then had, As Appears by the 33. [P]arragraph of a Letter from the antient Old Company dated 19. September 1673. as may Appear. Afterwards in the Unhappy Rebellion 21[st] October 1684 the Said Black Oliver in Comeing down to At[t]empt the Fort was Shot, After thefe Unhappy Commotions was Over the Antient Old Company died As Appears in the 5[th] [P]arragraph of a Letter dated 6[th] May 1685. Say the Lands and Estates of Such as Shall be Convicted of the late Rebellion which upon the Conviction of the Offenders will Return to the Companys Use, We would have you to Improve by Leafe or Otherwise to the Companys most Advantage but not to Sell any of those [P]lantations. Upon which their Arofe a Debate whether [P]ersons tryed by a	The council answered the petitioner that on inquiry into the title of the land, nothing of it was found registered in the register book. The only references that could be traced were that the lot land of Thomas Burch bordered upon the 20-acre lot of Black Oliver, and that the lot of William Fox the younger, lying in Fisher's Valley, adjoined Black Oliver's ground to the north. Mrs Grace Coulson then declared that Black Oliver had been her slave, and his wife also her slave. When the Dutch had taken the island, the Coulsons had gone to Brazil and there sold Oliver to an English merchant named Mr Abram. Captain Anthony Beale and Captain Melford, commander of the *Humphrey and Elizabeth*, had hired a sloop at Brazil to cruise to the windward of St Helena, in order to give notice to merchant ships that the island had been taken by the Dutch. They persuaded Mr Abram to let Oliver go on the sloop, since he knew the island. On her cruise to windward, the sloop met Sir Richard Munden, to whom notice was given. Oliver, being well acquainted with the island, was taken from the sloop and directed by Munden to conduct his men into the country to retake it. He performed the service successfully, and in reward Munden gave him his freedom, sending the purchase money to his master in Brazil, with £5 0s 0d more than had originally been paid for him. The Coulsons, on reaching England with Oliver's wife, sold her to the ancient Old Company, which sent her to her husband on the island. The Old Company also repaid Sir Richard Munden for Oliver. Oliver was made a free planter, and was given the 20 acres of land, together with all the other encouragements then offered to free planters, as appeared from the 33rd paragraph of a letter from the ancient Old Company dated 19 September 1673. Afterwards, in the unhappy rebellion of 21 October 1684, Oliver had been shot while coming down to attempt the Fort. After these unhappy commotions were over, the ancient Old Company had issued directions, set out in the 5th paragraph of a letter dated 6 May 1685: that the lands and estates of those convicted of the late rebellion would, on conviction, return to the Company's use, and the council was to improve them by lease or otherwise to the Company's best advantage, but was not to sell any such plantations. A debate then arose whether persons tried by court martial could lawfully forfeit their estates. The council found that seizure had been made of several, and that only one had been recorded as refusing the arrangement offered, namely John Lufkin, as appeared from a consultation of 12 July 1690. That consultation had recorded that John Lufkin, another of the condemned, had been informed of the agreement reached with two others concerning their real estates, and that the renting of his property had also been proposed to him. The proposal had concerned one house in Chapel Valley and 10 acres of land in the country, for one year. Lufkin had wholly refused to make any agreement with the council for the house or land for any term whatsoever, on the ground that to do so would lose him his right and title to the estate, which he said had not been perfected, since he had been condemned by court martial. **Interpretations** The absence of any entry in the register book for the 20 acres held by William Coales reveals a gap in the council's documentary record. The lot had passed through several hands since the original grant to Black Oliver, but the register book contained only incidental

BL Image No.	Document No.	OCR Transcription	Modern Interpretation
		Court Marshall Could According to Law Forfeit their Estates, Yet We find that Seizure was made of Severall and only One that We Can find Refufed which was John Lufkin As Appears by a Confeltation held 12 July 1690 Vi[zt] John Lufkin another of the Condemned [P]ersons who was Informed of what Agreement was made with the Other two about their Reall Estates, and the Renting of was Likewife [P]ropofed Unto him Vi[zt] One hou[s]e in [C]happsell Vally and Ten Acres of Land in the Country for One Year but he wholy Refufed to make any Agreement with Us, for the Said hou[s]e and Land, for any term Or time whatsoever, alledging that he Should thereby Lofe his Right and Tille to his Said Estate, which as he Said was not [P]erfected he being Condemned by Court Marshall.	references to it as a boundary marker for other plots. The omission illustrates how even substantial holdings on the island could exist without independent registration, with their location ascertainable only by reference to adjoining ground. The case demonstrates why the council was now pursuing a programme of registered leases under the Bagley template, since the alternative was a system of land tenure that depended on cross-references between neighbouring plots and the memory of older inhabitants. Sir Richard Munden's expedition recaptured St Helena in May 1673 with naval forces, and the Company subsequently re-established its government on the island under a new charter. The role of Black Oliver as guide to Munden's landing party, conducting his men into the country to retake the island, identifies a specific contribution to the operation that was rewarded with the unusual gift of freedom and a 20-acre land grant. The case provides one of the few documented instances in which a slave's military service to the Company yielded both manumission and proprietorial land rights on the island. The legal debate whether persons tried by court martial could lawfully forfeit their estates raises a substantive question about the constitutional basis of the Company's seizures. Court martial proceedings were summary military tribunals, and the rule of English law was that confiscation of property could follow only from conviction in a proper court of record under common law procedure. The doubt expressed in the council's review of the 1684 rebellion proceedings suggests that the legality of the seizures had been questioned in subsequent years, with John Lufkin's refusal to agree to terms standing as the recorded instance of a contemporary objection. **Speculations** The retrieval of the John Lufkin precedent from the consultation of 12 July 1690 indicates that the council kept a working memory of how the rebel estates had been administered. Lufkin's refusal to accept any rental terms, on the ground that he had been condemned only by court martial rather than by a regular court, preserved a legal challenge to the seizures that had never been formally resolved. The council's reference to this precedent in 1711, more than twenty years after Lufkin's stand, suggests that the underlying constitutional question remained open and that the council was conscious of the precarity of titles derived from court martial confiscations. The retrieval of the case at this moment may have been intended to support a more cautious approach to the present petition than the Coales family had hoped for.
145	145	Thereupon the R[t] Hon[ble] Companys former Instructions with those Lately brought by the good Ship Benjamin was Confulted and finding No Pofeteve Orders for the Seizing of the Said Condemned Mens Estate Especially [P]roceeving there is not a Quorem of hands Unto the Last Generall Relating unto the Said [P]ersons. We thought fit to Suspend the further [P]rofecution of the Said Leffisn[s] Untill the R[t] Hon[ble] Companys [P]leasure is further known Concerning [P]ersons in his Circumstances being very Unwilling to Cafe any trouble to Our Hon[ble] Masters by Our Acting without full [P]ower and Authority. J[n]o Blackmore Gov[r]: Johnson Rich[d] Keeling To which Confultation We Can find No Anfwer from the Antient Old Company	The council continued. The former instructions from the Right Honourable Company, together with those lately brought by the good ship *Benjamin*, had been consulted, and no positive orders for the seizing of the condemned men's estates had been found. The council further observed that the last general letter relating to these persons was not subscribed by a quorum of hands. Accordingly, the council had then thought it fit to suspend further prosecution of the leases until the Right Honourable Company's pleasure was further known concerning persons in such circumstances, being very unwilling to cause any trouble to their Honourable Masters by acting without full power and authority. This earlier consultation had been signed by John Blackmore, Governor Johnson and Richard Keeling. To this consultation, no answer from the ancient Old Company could be found. The only related directive was an order of 1699 to repay Grace Coulson the money she had paid in rent for her house and ground during the time of the seizure, since her

BL Image No.	Document No.	OCR Transcription	Modern Interpretation
		Only an Order in 1699 to Repay Grace [C]oulfon back the Money She had paid for Rent for her hou[s]e and Ground during the time of the Seizure her Hu[s]band being One of the Sufferers and their in the Store books it be Seen by the R[t] Hon[ble] Companys Account Currrent being for Rent Charged to Grace Coulfons Account formerly at Severall times, for which Ordered by Governour and Councell to Repay Amounting in the whole to Forty [P]ound. We also finde that [P]eople have and Ever did as well Others as those Concerned in this Unhappy Rebellion difpofe and Sell the Same without Registring, notwithstanding the Orders from time to time for Registring As I forst in a Letter from the Antient Old Company dated 19[th] December 1672. the 9[th] [P]arragraph where it Says that a Register be kept of all Grants, Alienations, and Sales, that Shall be made by any [P]lanter of his hou[s]e and [P]lantation hereby to Avoid all Cavalls and fraudulent Conveyances. Secondly. in the year 1679. the Second [P]arragraph of a Letter dated March the 20. where it Says that all and Every [P]erson or [P]ersons that Now [P]ossess and Injoy any Lands in the Said Island or that Shall before the [P]ublication of these Orders and Laws, have any Land Allotted and Set Out to him Or them to [P]lant [P]ossess and Enjoy Shall within Six Months after the [P]ublication hereof Caufe all Such Lands and [P]lantations to be Registered in a book to be kept for that [P]urpose by the Governour Or Deputy Governour of the Said Island, Mentioning the Quantity of Acres, the Severall boundaries of the Same, and the Name of the [P]erson or [P]ersons [P]offefsing and Injoying the Same, and Our Governour Or Deputy is hereby Requeered to Caufe the Same to be duly Examined, and finding it Right to Register the Same Accor- -dingly, and to give Out Certificates to the Owners of the Registring thereof without any Fee or Reward for the Same, and that all Lands that after the [P]ublication hereof Shall be Allotted to any Free [P]lanter from the Company Or any Lands already granted that Shall be Sold, Alienated Or difpofed of Or on the Death of any [P]lanter by bequeast Or Otherwife defend Or Come to any Other [P]erson, all and Every Such grant, Sale, Alienation, bequeast, Defent, Or any Other Alteration of [P]roprie[t]y, Shall within One Month	husband had been one of those who suffered. The store books showed that £40 0s 0d had been credited to her account, this being the rent she had paid at various earlier times, which the Governor and council had ordered to be repaid in full. The council also observed that people had at all times disposed of their property by sale and otherwise without registering it, both those concerned in the rebellion and others, notwithstanding the standing orders for registration. These orders were of two kinds. In the first place, the letter from the ancient Old Company of 19 December 1672, at its 9th paragraph, required a register to be kept of all grants, alienations and sales made by any planter of his house and plantation, in order to avoid all challenges and fraudulent conveyances. In the second place, the letter of 20 March 1679, at its 2nd paragraph, contained more detailed provisions. Every person who then possessed or enjoyed any land on the island, or who had had land allotted and set out to him before the publication of the new orders, was required within six months of publication to have all such lands and plantations registered in a book kept for that purpose by the Governor or Deputy Governor. The entries were to record the acreage, the boundaries and the names of the persons in possession. The Governor or his Deputy was required to cause the entries to be duly examined, and on finding them correct, to register them and to give certificates of the registration to the owners without fee or reward. All lands subsequently allotted by the Company to any free planter, and all lands already granted that should later be sold, alienated, disposed of or, on the death of any planter, transferred by bequest or descent, were within one month [...] **Interpretations** The council's review of the Old Company's instructions, together with those brought by the *Benjamin*, places the suspension of the rebel estate leases in a specific constitutional context. The lack of positive orders for the seizures, combined with the deficiency of a quorum on the relevant general letter, had left the local government without clear authority to confiscate the lands of those condemned by court martial. The decision to suspend further action pending fresh instructions from London illustrates the council's caution where the legal foundation for its actions was uncertain. The general observation that people had at all times disposed of their property without registering it, despite the standing orders, points to a chronic failure of the council's administrative system to enforce its own land registration requirements. Transfers had taken place between settlers without entry in the register book, with the consequence that successive owners held under chains of conveyance that the council could not verify. The pattern explains why the search for Black Oliver's grant had turned up nothing in the register and why the council was now having to reconstruct title from witness testimony and from incidental boundary references. The 20 March 1679 letter contains the most fully developed registration scheme, with detailed provisions for content, examination, certification and continuing registration of subsequent transfers. The requirements that the Governor cause the entries to be duly examined, and that certificates be given to owners without fee or reward, set out a comprehensive cadastral system. The directive that all subsequent transfers, whether by sale, alienation, bequest or descent, be registered within a month of the change converts the register into a continuously updated record of land tenure on the island. **Speculations**

BL Image No.	Document No.	OCR Transcription	Modern Interpretation
			The introduction of Richard Keeling as a council member of the earlier period, alongside John Blackmore and Governor Johnson, fills out the picture of how the present council members were connected to the previous generations of local government on the island. Keeling's appearance both as the father of the orphans whose money Carne had borrowed in 1708 and as a signatory of the 1690 consultation suspending the rebel seizures shows the continuity of family lines across the council's history. The same individuals or their children appear in successive roles as council members, planters, creditors, debtors and orphans, with the island's small population producing a densely interconnected administrative community in which everyone knew everyone else's business across several generations.
146	146	After the Same Shall happen be Registered in the Said Register, and on the Registring of Every Such Sale, Alienation, bequeast Or defent, One [P]enny [ƥ] Acre and No More Shall be paid to the Governour for the Use of the Company as Cheef Lords of the Said Lands, and Six [P]ence and No more to the Register, for the Registring and giveing Out the [c]ertificate of the Registring the Same, and that Once in Every two Years, Or oftener if the Governour and Councell Shall think fitt, A Generall Court Shall be held of all the [P]lanters, Or [P]offefsors of Land, and a Jury of themselves Impannelled to Inquire what Sales, Alienations, Bequeasts, defent, Or alterations have happened to that time, and the Governour for the time being Or his Deputy is hereby Requeered Once Every Year to Send for England a Deplicate of the Said Register under his hand, to the Intent the Same may be kept and [P]referved at the East India hou[s]e in London, for the Benefitt of all Concerned therein. Thirdly in the year 1683. in the 1[s] [P]arragraph of a Letter dated August 15. where it Says and when any Land Shall be hereafter Sold Or Alienated given or Devifed, the Same So bargained given Or Devifed Shall be Null and Void to the [P]urchafer Inherrifor Or Legacy, Except Such Bargain, Alienations, Gift, Or Devife, Shall be Registred in the Said Register book within a Month Next after the date of Such bargain, Sale, Alienation Gift, Or Devife for the Said Fee of 2:6. only and 12. 3[d] [ƥ] Acre for Registring to the Company Lords [P]roprietors of the Island. In the Same Letter in the 60. [P]arragraph, and So are all bargains, for house, or Lands, if not Registered as aforesaid, and in Cafe of Such Omifsion the Seller Shall Forfeit Treble Sale to the Company and the buyer of any hou[s]e Or Land Unregisterd Shall pay the Company double Fees for Registring and Alienations of any Such hou[s]e Or Lands So Clande[s]tinly Sold Or Alienated. Fourthly in the year 1704 In the 4. [P]arragraph of a Letter dated 30. November, Where it Says Touching the Difpu[te]s among your Inhabitants Relating to the [P]oss[e]fseon of their Lands, and how Long time makes a [P]refcription, We Say their is No Standing Rule in any One Country which	The council continued its review of the registration directives. Under the 20 March 1679 letter, every sale, alienation, bequest or descent of land was to be registered within a month of the transaction. On each registration, 1d per acre and no more was to be paid to the Governor for the use of the Company as chief lords of the lands, and 6d and no more to the register for the registration and certificate. A general court was to be held once every two years, or more often if the Governor and council thought fit, attended by all the planters or possessors of land, with a jury empanelled from among themselves to inquire what sales, alienations, bequests, descents or other alterations had taken place. The Governor or his Deputy was further required to send a duplicate of the register to England under his hand once a year, to be preserved at the East India House in London for the benefit of all concerned. The letter of 15 August 1683, at its 1st paragraph, provided that any subsequent sale, alienation, gift or devise of land would be null and void unless registered within a month of the transaction, on payment of the fee of 2s 6d and 1s 3d per acre to the Company as Lords Proprietors of the island. The same letter, at its 60th paragraph, applied the same rule to bargains for houses and lands. In case of omission, the seller forfeited triple the sale price to the Company, and the buyer of any unregistered house or land paid the Company double fees for registration of the clandestine transfer. The letter of 30 November 1704, at its 4th paragraph, addressed the disputes that had arisen among the inhabitants concerning the possession of their lands and the length of time required for prescription. The Company observed that there was no standing rule in any one country that bound another, and that they were not fully apprised of the custom of St Helena. In future, when any lands were alienated or mortgaged, a register was to be kept at the Fort specifying the substance of the transaction, the names of the parties, the consideration, the buyer's identity and the seller's. Every such entry was to be signed by the buyer and seller and attested by the Governor and council for the time being. Without such registration, no bargain or sale would be considered binding. As to past transactions, if any litigious person should complain, a jury was to judge the case, determining the matter on a full hearing according to equity and good conscience. To encourage all those who lived quietly and wished to continue doing so, a public declaration was to be made on the island. By a certain day, all persons were to give to the council an account of what freehold they claimed. The accounts were to be entered in a book kept for that purpose, with notice that, if no exception was taken to the claim by a further day certain, suggested as six months more or less, the claim was to be accepted as conclusive evidence of the proprietor's title, not to be controverted

BL Image No.	Document No.	OCR Transcription	Modern Interpretation
		binds in Another, and what has been the Custom of S[t] Helena. We are not fully Appoinged of, for the future when any Lands are Alienabed, Or Mort- -gagged Let their be a Register kept in the Fort Specifying the Sub[s]tance of Such Alienation Or Mortgage with the Sells, and who buys, and for what, and Let Every Such Entry be Signed by the buyer and Seller, and Atte[s]ted by the Governour and Councell for the time being, without which the Bargain Or Sale Shall not be Accounted binding, and as for what is [P]aff if their is any Letigious [P]erson that will Complain Let a Jury be Judge of the Cafe, who We hope will Determine upon a full hearing According to Equity and good Confeience, and for the better Encouragement of all Such as Lively quietly and defire to do So Let their be a [P]ublick Declaration made on the Island, that [P]er the Quiet of the Inhabitants all [P]ersons do by a day Certain give into the Councell an Account of what Freehold they Claim which do you Caufe to be Entred on a book for that [P]urpose with Notice that on Cafe No Exception is taken thereto by Another day Certain Suppose Six Months more or less, then Such their Claim Shall be taken as a Certain Evidence of their [P]ropriety not to be Controverted in fubuture, this We hope will fully Cure the Difputers of the [P]eople if After all their Should be any Cafe that	in future. The Company hoped this would fully resolve the disputes among the inhabitants. **Interpretations** The 1d per acre paid to the Governor and the 6d for the register's fee under the 1679 directive set out a moderate but specific cost for each registered transaction. The 1d per acre, distributed to the Governor for the Company's use, provided a small but regular income to the local government from the volume of registrations. The 6d certificate fee covered the clerical work involved. The pricing structure was deliberately low to encourage compliance, with the rates capped at the figures stated to prevent the local administration from extracting higher charges. The 1683 directive imposing nullity on unregistered transactions, with triple-sale forfeiture for the seller and double fees for the buyer, applied severe sanctions to enforce compliance. The penalty structure converted registration from an administrative requirement into a substantive condition of valid transfer, with non-compliance rendering the transaction unenforceable and exposing both parties to financial penalties. The combination of substantive nullity and financial penalty represented one of the most stringent registration regimes attempted by the Company in this period. The proposed quieting procedure, by which planters would give an account of their freehold claims by a certain day and the claims would become conclusive if no exception was taken within six months, offered a comprehensive resolution of accumulated title disputes. The mechanism converted long possession and uncontradicted claim into formal evidence of title, with the publication period providing an opportunity for objection that would either be exercised or lost. The procedure closely resembles the English mechanism of fines and recoveries, by which conveyancers could bar future claims against title through a formal process of public notice and limitation. **Speculations** The exponential increase in registration fees between the 1679 and 1683 directives, from 1d per acre to 1s 3d per acre, may itself have contributed to the chronic failure of the registration system. At the higher fee of 1s 3d per acre, a 20-acre transaction would have generated a fee of 25s, with the addition of 2s 6d for the certificate. Such a sum was substantial in relation to the value of the underlying land, and planters had probably preferred to take the risk of an unregistered transfer rather than incur the registration cost. The Company's effort to use registration as a revenue source may have undermined the broader policy of comprehensive registration, since planters had incentives to evade the system rather than to participate in it.
147	147	Does not Come within the Rules above Mentioned Send it Us [P]erticalarly Stated and We will Return you a Finall Anfwer. Notwithstanding thefe Repeated Orders to the Governour and Councell of this Island, We do finde that many [P]eople has not Registerd their Lands, and yet did hold their Lands, did buy and Sell, and Barter from One to Another without Registring the Same; As did Alfo the former Governours and Councell of this [P]lace buy for the Ufe of the Lords Proprietors, Lands that were not Registered any where that We Can finde Namely the Land of Matthew [P]ouncy, Andrew Rooker, William Young, Lefter Sexton, Thomas Tew[r]dall, Churches Land, Galefes Land, and the Land of John Lufkin bought the 26[th]. of June. 1707. Now Since this [P]oor [P]lanter William Coales has quietly [P]offest	The council closed its review of the registration directives by noting the Company's instruction that, where any particular case fell outside the rules already set out, the local council should state it specifically and London would return a final answer. Despite these repeated orders to the Governor and council on the island, the council found that many people had not registered their lands, but had held, bought, sold and bartered them without registration. The former Governors and councils themselves had also bought lands for the use of the Lords Proprietors without any registration that could now be found. These included the lands of Matthew Pouncy, Andrew Rooker, William Young, Lester Sexton, Thomas Tewdall, the Church lands, the Galese lands, and the land of John Lufkin bought on 26 June 1707. Since William Coales had quietly possessed Black Oliver's 20-acre lot for fourteen years without let, hindrance or molestation, and since his father Henry Coales had bought it for him from John Worrall, who in

BL Image No.	Document No.	OCR Transcription	Modern Interpretation
		the Said Lott Land of Black Olivers this Fourteen Yearr, without any Let hindrance, Or Molle[s]tation, his Father Henry Coales having bought the Same for this his Son William Coales, of John Worrall, who bought it of the Execu- -tors, and tru[s]tees of the Aforesaid Oliver, and the Money paid to the Orphan the Son of the Said black Oliver. Now forasmuch as the Said William Coales free [P]lanter has Lived upon this Island Quietly and been Obedient to Government As also that he has a Large Family, a Wife and five Small Children and to make Seizure of the Same for not being Registered whereas it Could be No fault in him that No Originall Deed was taken, and being in Our Selves well Satti[s]fied that he Came by the Said Land as aforesaid. We do therefore declare that he is the true and Lawfull Owner of the Said Twenty Acres of Land of Black Olivers as aforesaid and So Soon as he has Fenced the Same, Orders will be Issued to M[r] Bagett to Measure and [P]lot the Same, and So Soon as Report is made thereof. Ordered That a Deed be given him and he be Establi[s]hed in his Right and [P]roperty. J[n]o Roberts Edw[d] Mashborne W[m] Mar[s]de[n] Dani[el] Griffith Matthew Bagett	turn had bought it from the executors and trustees of Black Oliver, with the purchase money paid to the orphan son of Oliver, the council was satisfied as to the chain of title. Since William Coales had lived quietly on the island and had been obedient to the government, and since he had a large family of a wife and five small children, the council saw no proper ground for seizing the land merely because no original deed had been registered. The lack of registration could be no fault of his own. The council was itself satisfied that he had come by the land as set out above. The council accordingly declared William Coales to be the true and lawful owner of the 20 acres of Black Oliver's lot. As soon as he had fenced the ground, orders would be issued to Mathew Bazett to measure and plot it, and on his report a deed would be issued and Coales would be confirmed in his right and property. Signed by John Roberts, Edward Mashborne, William Marsden, Daniel Griffith and Mathew Bazett. **Interpretations** The council's admission that even the previous Governors and councils had bought land for the Lords Proprietors without registering the transactions reveals the depth of the problem the council was now facing. If the Company's own administrative practice had failed to comply with the registration directives, the council could hardly hold individual planters to a stricter standard. The acknowledgement, embedded in the formal record, would have provided a defensive shield against any later suggestion that the council was selectively enforcing the registration rule against private settlers. The compassionate treatment of William Coales as a planter with a wife and five small children illustrates a working principle of the council's land administration. Where a settler had occupied land peaceably for an extended period, had remained obedient to the government and had accumulated family obligations, the council was prepared to confirm his title rather than to enforce strict registration requirements that would dispossess him. The approach converted what could have been a punitive enforcement of registration into an opportunity to bring an established settler into the new leasehold regime on accommodating terms. The grant of a deed rather than a lease to William Coales suggests that the council was distinguishing between two categories of recognition. Bagley's lease ran for 21 years under defined conditions and at an annual rent of £5 5s 0d. Coales's deed appears to be a different and more permanent instrument, confirming his existing freehold title rather than converting it into a leasehold under the new template. The distinction probably reflects the council's recognition that Coales already held under a freehold chain going back to the original Company grant to Black Oliver, while Bagley had received a new grant under the new regime. **Speculations** The council's willingness to confirm William Coales's title without imposing the new leasehold conditions probably reflects the practical limits of the reform programme. While the council had recommended in December 1710 that all freeholders be brought out and the lands let out to lease, that recommendation had been advanced as a request for direction from London. Without London's express authority to convert existing freeholds into leaseholds, the council could not unilaterally impose the new terms on a planter whose title pre-dated the reform. The Coales case shows the boundary of the council's authority to reshape land tenure on the island, with existing freeholds requiring confirmation in their

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			established form pending higher authority for any conversion.
148	148	Island S[t] Helena At a Consultation held on Friday the 30 day of March 1711. At the United Castle in James Valley. Pr[es]t J[n]o Roberts Esq[r] Governour Edw[d] Mashborne Dep[ty] Govern[r] W[m] Marsden 3[d] in Counc[ill] Daniel Griffith 4[th] in Counc[ill] Matthew Bagett 5[th] in Counc[ill] Jonathan Doveton Free holder according to his [P]etition of the 23 of January Last as Appears by the Confultation of the Same date [P]raying to be Confermd in his Land, whereupon a Warrant was Issued Out to M[r] Bagett to Measure the Same, which he ded Accordingly, and brought in a [P]lan of the Same this day which Now Lyes before Us, thereupon demanded of the Said Jonathan Doveton what writings and Titles he had to his Lands, who [P]roduced a Bill of Sale of Twenty Acres of Land of William Doveton Father to the Said Jonathan Doveton, wherein he Sells Twenty Acres of Land to Gabriell [P]owell, Ten Acres of which was granted him as Lott Land in the Year 1678. and Other Ten Acres given him in the Year 1690. for that the Said William Doveton had Married an Englith Woman and by the Bill of Sale Aforesaid bearing date 12. May 1703. for the Sum of Forty [P]ound Sells it to Gabriell [P]owell. Jonathan Doveton the Son of the Aforesaid William Doveton buys the Same Land of Gabri[e]ll [P]owell for Fefty [P]ound as by Bill of Sale bearing date 4[t] Aprell 1704. The Petitioner Jonathan Doveton [P]roduced a Deed of Gift wherein Andrew [P]hillips Gunner the [P]etetioner[s] Uncle did bequeath to Mary Foster for her Naturall Life time Ten Acres of Land being part of his Lott Land bequeathed to him in the Year 1680. [P]hillips difest in the Year 1700. and by his Laft Will and Tef[t]ament Leaves him the true and Lawfull heir of all his [P]offefsions with Reverfeon of the Other Ten Acres, after the Death of Mary Foster Aforesaid of whom the [P]etetioner [P]urchased her Lefe for the Sum of Forty foeur [P]ounds, and thereupon took [P]offefseon of the [P]remifes As appears by Order of Councell dated 30[th]. July 1700. The Petitioner [P]roduced Another Bill of Sale bearing date 8[t] Aprell 1704. for One Quater of an Acre of Land [P]urchafed of William Marsh for One pound four Shillings. The Petetioner [P]roduced Another Bill of Sale of Ten Acres of Land bought of the Executors of William Doveton who bought the Said Ten Acres	Island of St Helena At a Consultation held on Friday, 30 March 1711, at the United Castle in James Valley. Present: John Roberts Esq, Governor; Edward Mashborne, Deputy Governor; William Marsden, third in Council; Daniel Griffith, fourth in Council; Mathew Bazett, fifth in Council. Jonathan Doveton, freeholder, had earlier petitioned on 23 January last to be confirmed in his land, as appeared from the consultation of that date. A warrant had been issued to Bazett to measure the land, which he had accordingly done, and he brought in a plan of it this day, which now lay before the council. Doveton was asked what writings and titles he held to his lands. He produced a bill of sale of 20 acres made by his father William Doveton in favour of Gabriel Powell. Of the 20 acres, 10 had been granted to William Doveton as lot land in 1678, and the further 10 had been granted to him in 1690 in consideration of his having married an Englishwoman. By the bill of sale, dated 12 May 1703, William Doveton had sold the whole 20 acres to Gabriel Powell for £40 0s 0d. Jonathan Doveton, the son, had then bought the same land back from Gabriel Powell for £50 0s 0d, by a further bill of sale dated 4 April 1704. Doveton also produced a deed of gift by which his uncle Andrew Phillips, gunner, had bequeathed to Mary Foster for her natural life 10 acres of land, being part of his lot land granted to him in 1680. Phillips had died in 1700, and by his last will and testament he had left Doveton as the true and lawful heir of all his possessions, with the reversion of the further 10 acres after the death of Mary Foster. Doveton had purchased Foster's life interest from her for £44 0s 0d and had taken possession of the premises, as appeared from an order of council dated 30 July 1700. He further produced a bill of sale dated 8 April 1704 for a quarter of an acre bought from William Marsh for £1 4s 0d. He also produced a bill of sale for 10 acres bought from the executors of William Doveton, who had earlier bought the same 10 acres from Robert Marsh. Marsh had been the godson of Edward Gardner, one of those condemned in the rebellion, and the 10 acres had been one half of Gardner's lot land. **Interpretations** The Doveton petition presents the most complex title investigation that the council had so far undertaken in the surviving consultations. The petitioner's holdings consisted of four distinct parcels, each with its own chain of title. The first 20 acres came through his father by way of an intervening sale to Gabriel Powell and a buy-back. The 10 acres from Andrew Phillips came through a will combined with a purchase of an outstanding life interest from Mary Foster. The quarter acre came through a small purchase from William Marsh. The further 10 acres came through his father's prior purchase from Robert Marsh, who had inherited from Edward Gardner. The accumulated holdings of about 40 and a quarter acres represented a substantial proprietorial estate built up through multiple transactions across several decades. The additional 10 acres granted to William Doveton in 1690 in consideration of his having married an Englishwoman reveals a specific Company policy of encouraging English marriages on the island. The additional grant operated as a marriage incentive, with the Company offering land in exchange for the planter's contribution to the demographic stability of the English-speaking community. The mechanism suggests

BL Image No.	Document No.	OCR Transcription	Modern Interpretation
		of Land of Robert Marsh, who was God Son to Edward Gard[i]ner One of the Condemned [P]ersons being One half of the Lott Land of the Aforesaid Edward	that the Company saw the proportion of English wives as a critical factor in the long-term character of the settlement, and was prepared to use land grants to influence the choice. The reverse implication is that planters who married non-English women, perhaps slaves, free Africans or other non-English residents, did not receive the additional grant. The 10 acres bought through William Doveton from Robert Marsh, which had been one half of Edward Gardner's lot land before Gardner's condemnation in the 1684 rebellion, brings the Doveton title chain into contact with the same rebellion-confiscated lands that had been the subject of the council's earlier review. Gardner had been condemned, his land had passed through inheritance or other arrangement to Robert Marsh as his godson, and then through purchase to William Doveton and his executors. The chain illustrates how rebel lands had been redistributed through ordinary commercial channels rather than through formal Company allocation, with the godfatherly relationship between Gardner and Marsh serving as the initial link. **Speculations** The presence of Gardner's confiscated lot land in the Doveton accumulated holdings, alongside the council's recent review of the rebel seizures and the doubts about the lawfulness of court-martial confiscations, may have created an awkwardness in the title investigation. Edward Gardner's godson Robert Marsh had inherited or received the land through a private family arrangement that bypassed the formal Company seizure, and the subsequent commercial transfer to William Doveton had given the land a settled character independent of the rebellion. The council was now being asked to confirm Jonathan Doveton in possession of land that had originally been targeted for confiscation, which the council's broader doubts about the lawfulness of those confiscations made easier to do without raising substantive concerns.
149	149	Gardeners, and bequeathed to Robert Marsh, which Sale and Alienation was Confented to by the Governour and Councell 3. August 1708. and Registred Accordingly. Upon Reading of this Confultation to the [P]etetioner he [P]rayd that allthough the Rest of his Bills of Sales where not Registerd, It might be No Impediment Nor hindrance to him, for he did not know No Otherwife but they were as good, As if they were Regi[s]terd, Other [P]eople are So, and being Examined without Originall Deeds he knows Nothing of that it was before he was borne. Being Ordered to withdraw We Considered upon the whole do fonde that his Father had Twenty Acres of Land granted him by Old Confeltations, and that he did Sell the Same to [P]owell and that the Petetioner did buy the Same of [P]owell again. We Likewife fonde in the Confeltations that he had [P]offefseon given him of his Uncles Estate, and Same by the Ten Acres that were left to Mary Foster very honestly, and the Other Quater of An Acre was fairly [P]urchafed with his Own Money, and the Other Ten Acres Originally Edward Gardners, Approved Off by the then Government and Councill. And has as by the Revenue books Appears, paid for it Yearly, and is a Man that has Alway[s] Lived [P]eaceably and Quietly under Government. Wherefore Ordered.	The bill of sale for that final 10 acres recorded that the alienation had been consented to by the Governor and council on 3 August 1708 and registered accordingly. On the consultation being read to him, Doveton prayed that, although the rest of his bills of sale had not been registered, this might be no impediment to him. He had not known otherwise than that they were as valid as if they had been registered, since other people held land on the same basis. Being examined without the original deeds, he could say nothing about transactions that had taken place before his birth. Doveton was directed to withdraw, and the council considered the whole case. It found that his father had been granted 20 acres of land by old consultations, that he had sold it to Powell, and that the petitioner had bought it back from Powell. The council further found in the consultations that Doveton had been put in possession of his uncle's estate, that he had honestly acquired the 10 acres left to Mary Foster, and that the further quarter acre had been fairly purchased with his own money. The remaining 10 acres, originally Edward Gardner's, had been approved by the then Government and council. The revenue books also showed that he had paid yearly for the land, and that he had always lived peaceably and quietly under the government. The council accordingly directed that a deed be drawn up and delivered to him on Tuesday, 17 April next. Public notice was to be given immediately by beat of drum that any person who could object to Doveton being settled in his estate should make their objection known between the present consultation and 17 April,

BL Image No.	Document No.	OCR Transcription	Modern Interpretation
		That a Deed be forthwith drawn up and given to him On Tuesday the 17[th] of Aprill Next, and that I immedeately go Out by beat of Drum to give Notice to all [P]ersons that if they Can make any Objections why Jonathan Doveton free holder Should not be Establi[s]hed in his Estate Let them give Notice between this and the 17. of Aprill Next, Otherwife all Claims and Demands whatsoever Shall be Void, for the future. Which Advertizement is as follow[s]. Island S[t] Helena By the Governour and Councill An Advertizement These are to give Notice to all [P]ersons that We have this day Examined into the Title of the Estate of Jonathan Doveton free holder, and that We defegne to E[s]tablish him in his [P]roperty on Tuesday the 17. of Aprill Next, and if any [P]erson have any thing to Object why he Should not be Confermed in the Same, Let them then Appear and make their Claim, Otherwife they will for Ever after be Excluded and Utterly Debarrd, and all Claim[s], Demands and [P]retenfions whatsoever there will for the future will be Reckoned Null and Void. Dated at the United Castle in James Vally this 30[th] day of March 1711. J[n]o Roberts Ed[w]d Mashborne W[m] Mar[s]de[n] Dani[el] Griffith Matthew Bagett	failing which all claims and demands would be void in future. The advertisement ran as follows. Island of St Helena By the Governor and Council An Advertisement Notice was given that the council had this day examined the title of Jonathan Doveton, freeholder, to his estate, and intended to confirm him in his property on Tuesday, 17 April next. Any person with anything to object as to why he should not be confirmed was to appear and make his claim before that date. Failing such appearance, all claims, demands and pretensions would be permanently excluded and treated as null and void. Dated at the United Castle in James Valley, 30 March 1711. Signed by John Roberts, Edward Mashborne, William Marsden, Daniel Griffith and Mathew Bazett. **Interpretations** The single registered transaction in the Doveton chain, the 1708 sale of Gardner's 10 acres approved and registered by the Governor and council, contrasts with the unregistered status of the other Doveton parcels. The bill of sale dated August 1708 had passed through the formal registration procedure that had been ignored in the earlier transfers of the same family's holdings. The single instance of compliance, alongside the wider non-compliance, illustrates how registration practice on the island had been intermittent rather than systematic, with the council requiring registration in some cases while letting other transactions pass without it. The petitioner's plea that the unregistered status of his bills of sale should not impede his title rests on an appeal to common practice rather than to legal entitlement. Doveton was not arguing that the registration rules did not apply to him, but that other people held land on the same unregistered basis and that he should not be singled out for stricter treatment. The argument places the council in the position of having to either enforce the rules consistently against everyone, which would dispossess a substantial portion of the settler population, or accept the historical non-compliance and confirm titles on equitable grounds. The council's choice to confirm Doveton's title shows it adopting the equitable approach across the broader settler community. The procedure of issuing a public advertisement by beat of drum, with a fixed objection period running to 17 April next, applies the quieting procedure proposed in the 1704 Company directive. The mechanism converts long possession into conclusive title through a formal publication that gives any potential claimant a defined window to object. By implementing the 1704 procedure now, in the Doveton case, the council was demonstrating how the previously unimplemented directive could be applied to settle title disputes through a combination of public notice and statutory limitation. **Speculations** The decision to confirm Doveton in possession of the 10 acres originally Gardner's, despite the rebellion-related origin of that land, applies the council's broader doubts about the lawfulness of court-martial confiscations in a constructive way. By accepting the inheritance chain from Gardner through his godson Marsh, the council was implicitly recognising that the 1684 confiscations had not produced clean Company titles to all rebel lands. The Doveton confirmation extends the line of cases, including the Coales investigation of the previous day, in which the council was bringing rebel-derived lands back into orderly settler ownership through the new title procedure. The cumulative effect of these decisions was to clean up the constitutional uncertainty around the rebellion lands without requiring any formal reversal of the underlying confiscations.

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150	150	Island S[t] Helena At a Consultation held on Saturday the 31[s] day of March 1711. At the United Castle in James Vally. Pr[es]t J[n]o Roberts Esq[r] Governour Edw[d] Mashborne Dep[ty] Govern[r] W[m] Marsden 3[d] in Councill Daniel Griffith 4[th] in Councill Matthew Bagett 5[th] in Councill M[rs] Grace Coulfon Wedow Appeard in behalf of her Grand Son, the Son of Leonard Coulfon Deceased, About Ten Acres of Yum wood Land which was first the Lott Land of Henry Lundy, which he Sells to Hegham [P]lanter, Hegham to [P]arram, [P]arramto Exeter, Exeter to Suffolk Suffolk to Bodley, Bodley to Grace Coulfon, Grace Coulfon to her Son Leonard Coulfon, upon the Devifeon of Lands being [P]art of his [P]ortion and brought live Bills of Sales One from Hegham to [P]arram, Another from Suffolk to Bodley, Another from Bodley to Grace Coulfon, So that the Bills of Sales from Lundy to Hegham, from [P]arram to Exeter, and from Exeter to Suffolk are all Wanting, Nor is their any Originall Deed Nor any of the aforesaid Bills of Sales Registerd, Untell the Year 1699. when M[rs] Grace Coulfon prays the Governour and Councill that She might have the Liberty of Entring Some Bills of Sales for fear of Casualties, Fire, or Water, whereupon the then Governour and Councill ded Order, that the Said Deeds and Bills of Sales Should be Registred and Are So, and this Bill of Sale of Ten Acres with the Reft, The Order of Councill of the 30[th] March 1699 Runs thus, Grace Coulfon Wedow made Request that whereas her Son John Coulfon and She had made an Agreement between them, About Houfs, Lands, Blacks, Cattell &c. as by the hereafter Mentioned Writeings does Appear which Writeings she defored We would grant her the Liberty of having them Coppyed Out and Entered in the Councill book of Said Island by Reason of [P]reven- -ting future damage they might Recceive by Moth, Tire, Water &c Confidering it to be No Detriment to Our Hon[ble] Masters affairs, We have granted her Request which Writeings, are as follows &c[a] [P]oirier Tho[s] Bright Tho[s] Goodwin	Island of St Helena At a Consultation held on Saturday, 31 March 1711, at the United Castle in James Valley. Present: John Roberts Esq, Governor; Edward Mashborne, Deputy Governor; William Marsden, third in Council; Daniel Griffith, fourth in Council; Mathew Bazett, fifth in Council. Mrs Grace Coulson, widow, appeared in behalf of her grandson, the son of the late Leonard Coulson, concerning 10 acres of yam-wood land. The land had originally been the lot land of Henry Lundy, who had sold it to Hegham, planter. Hegham had sold to Parram, Parram to Exeter, Exeter to Suffolk, Suffolk to Bodley, and Bodley to Grace Coulson. Grace Coulson had then transferred the land to her son Leonard Coulson on the division of family lands, as part of his portion. She produced three bills of sale. One from Hegham to Parram, another from Suffolk to Bodley and a third from Bodley to herself. The bills of sale from Lundy to Hegham, from Parram to Exeter and from Exeter to Suffolk were all wanting. No original deed survived, and none of the bills of sale had been registered until 1699, when Mrs Grace Coulson had asked the Governor and council for permission to enter some of her bills of sale against the risk of fire, water or other casualty. The then Governor and council had ordered the deeds and bills of sale to be registered, as they had been, and this bill of sale of 10 acres was among them. The order of council of 30 March 1699 ran in the following terms. Grace Coulson, widow, had requested that, since she and her son John Coulson had made an agreement concerning houses, lands, slaves, cattle and other property, as appeared from the writings to be mentioned below, she might have liberty to have those writings copied out and entered in the council book of the island. This was sought to prevent any future damage that they might suffer through moth, fire, water or other accident. The council, considering that to grant the request would do no detriment to the Honourable Masters' affairs, had given permission. The writings ran as follows. Signed by Poirier, Thomas Bright and Thomas Goodwin. **Interpretations** The Coulson title chain illustrates the most extreme version of the documentary problem facing the council. A single 10-acre parcel had passed through eight successive holders, from Lundy through Hegham, Parram, Exeter, Suffolk, Bodley and Grace Coulson to her son Leonard. Of the seven transfers, only three were supported by surviving bills of sale, with the other four resting on memory and oral tradition alone. The case shows how thoroughly the registration system had failed in its essential function of preserving title evidence for the island's land transactions. The 1699 order of council permitting Grace Coulson to enter her writings in the council book against fire, water or moth identifies a critical moment in the council's records. The order converted the council book from a record of public business into a registry of private documents at the request of a particular party. The function was reactive rather than systematic, with each registration depending on the initiative of the holder rather than on any general requirement. The pattern explains why the 1699 entries are the earliest registered documents in the Coulson chain and why earlier transactions remain unsupported by registration. Grace Coulson appears here in her continuing role as a substantial figure in the island's land tenure history. She had previously been encountered as the wife of the Coulson household who had been transported to Brazil during the Dutch occupation, as the witness who had

BL Image No.	Document No.	OCR Transcription	Modern Interpretation
			reconstructed the Black Oliver narrative from her personal knowledge and as the recipient of the £40 1699 repayment for rent paid during the rebel seizure. Her appearance now in 1711 to protect her grandson's title makes her one of the longest-witnessed inhabitants on the island, with a continuous presence spanning the periods of Dutch occupation, English recapture, rebellion and post-rebellion settlement. **Speculations** The pattern of unregistered transfers in the Coulson chain, with four out of seven transactions undocumented before 1699, gives a working estimate of the proportion of land transactions on the island that had escaped formal recordisng in this period. If the Coulson experience was typical, roughly half of all settler land transfers may have proceeded without any surviving documentation, depending entirely on oral tradition and witness testimony when later questions arose. The figure makes clear why the council's title investigations were proving so labour-intensive and why the broader settlement of the island's tenure system would require not only better procedures going forward but a substantial historical reconstruction of past transfers.
151	151	Ordered That a Noate be [P]ubli[s]hed as on the E[s]tabli[s]hment of Jonathan Doveton, and that a Deed will be given to the heir of Leonard Coulfon the 17[th] of Aprill Next, and that Jonathan Doveton having Married the Wedow Coulfon the Wife of Leonard Coulfon. Shall have [P]offefseon According to the Intent and derections of Leonard Coulfons Will. J[n]o Roberts Edw[d] Mashborne W[m] Mar[s]de[n] Dani[el] Griffith Matthew Bagett Island S[t] Helena At a Consultation held on Thursday the 5[th] day of Aprill 1711 At the United Castle in James Vally Pr[es]t J[n]o Roberts Esq[r] Governour Edw[d] Mashborne Dep[ty] Governour W[m] Marsden 3[d] in Councill Daniel Griffith 4[th] in Councill Matthew Bagett 5[th] in Councill The Petetion of Robert Swallow [P]lanter Setting forth that her Wife having a Right (during Life) to the hou[s]e and [P]lantation wherein We Now dwell humbly [P]rays your Worship and Councell that he may have Liberty to despofe of the Same for his Wifes Life the best way he Can Either by [P]ublick Outery Of Otherwife. And your [P]etetioner as in duty bound Shall Ever [P]ray &c Robert Swallow. Ordered. That after Examination of his Title if it [P]rove Legall and Just that his Request be granted, he being a Condemned [P]erson for Stealeing of Goates and Yams, and Lyes under Sentence to be whipped and Bani[s]hed. J[n]o Roberts Ed[w]d Mashborne W[m] Mar[s]de[n] Dani[el] Griffith Matthew Bagett Island	Understood. Here is the full corrected rewrite, with the word Ordered worked into the text rather than reproduced as a heading. The council directed that a note be published establishing Jonathan Doveton in his holding. A deed was to be granted to the heir of Leonard Coulson on 17 April 1711. Doveton, having married the widow of Leonard Coulson, was to hold possession in accordance with the intent and directions of Leonard Coulson's will. Signed: John Roberts, Edward Mashborne, William Marsden, Daniel Griffith, Matthew Bazett. Island of St Helena At a consultation held on Thursday 5 April 1711 at the United Castle in James Valley. Present: John Roberts Esquire, Governor; Edward Mashborne, Deputy Governor; William Marsden, third in council; Daniel Griffith, fourth in council; Matthew Bazett, fifth in council. The petition of Robert Swallow, planter, was read. His wife held a right during her life to the house and plantation in which they were now living. He prayed for liberty to dispose of that interest, for the length of her life, in whatever way he could manage, whether by public outcry or otherwise. The council ruled that his request would be granted after examination of his title, if the title proved legal and just. Swallow was a condemned person for stealing goats and yams, and lay under sentence to be whipped and banished. Signed: John Roberts, Edward Mashborne, William Marsden, Daniel Griffith, Matthew Bazett. Island **Interpretations** The opening order resolves the quieting procedure begun at the council of 30 March 1711, when Doveton's title was investigated and the beat of drum advertised an objection window to 17 April 1711. Publication of a note as the establishment of Doveton was the positive instrument confirming his holding, paired with a deed to Coulson's heir on the same closing day. The two instruments worked in tandem: one settled the husband's life-tenant position, the other secured the reversion to the named heir on the wife's death. The procedure shows how the council reconciled informal local marriages with the underlying property structure of an earlier owner's will. The wife's right during life describes a life interest, a tenure that ended at her death and could not by itself

BL Image No.	Document No.	OCR Transcription	Modern Interpretation
			be sold outright. What Swallow could lawfully convey was only the duration of her life, a saleable but contingent commodity in early modern English property practice. The council's stipulation that title be examined before sale reflects the same documentary discipline being applied to all tenure questions in this period, and connects this petition to the leasehold reform set in motion in December 1710. Robert Swallow's status as a condemned person under sentence of whipping and banishment for stealing goats and yams discloses the practical separation of criminal liability from the property rights of a wife. His own person was forfeit to corporal punishment and removal from the island, but the council was prepared to consider, on title alone, whether he could realise value from his wife's separate life interest before that sentence was carried out. Yam theft was significant in this colony's penal record: the survey of November 1710 valued yams as the principal foodstuff of the garrison and the slaves, and stealing them touched the core of the Company's food security, which probably accounts for the severity of the sentence relative to the modest material taken. **Speculations** The timing of Swallow's petition, lodged while he lay under sentence of banishment, reveals a deliberate attempt to convert his wife's life interest into portable cash before he was removed from the island. The council's willingness to entertain that request, conditional only on title, suggests a preference for orderly disposal over leaving the household with an unrealised asset and a husband about to be expelled. The reservation that title be proved legal and just also gave the council an exit if the marriage settlement or Coulson's will did not bear the construction Swallow placed on it, since the same will was being closed out that same week through the Doveton order at the head of the consultation. The juxtaposition of the two items on the same day is itself telling: the council settled one Coulson-marriage life interest cleanly through Doveton, while leaving the other, less convenient, Swallow case subject to examination.
152	152	Island S[t] Helena. At a Court of Orphans held on Thurfday the 5[th] day of Aprill 1711 At the United Castle in James Vally Pr[es]t J[n]o Roberts Esq[r] Governour Edw[d] Mashborne Dep[ty] Govern[r] W[m] Marsden 3[d] in Councill Daniel Griffith 4[th] in Councill Matthew Bagett 5[th] in Counc[ill] Upon the Examination of the Estate of Senfrieg Orphans We find a Litle [P]aper Minuted down which is Writt by Governour [P]oirers Own hand Vi[zt] M[r] Bagett is bound to give Forty [P]ound when Ever [P]eter Senfrieg Shall Come to Age and to Deliver the hou[s]e in the Same Condicton he found it, befides to [P]ay the Companys Rent and Revenues, I am bound (as Executor) to Let him Enjoy the Said Land [P]eaceably. We also fonde in a Confultation dated 13[th] February 170 [...] which Runs thus Vi[zt] Whereas the Governour being Appointed Sole Executor by the Wedow Estfrings of her Laft Verball Will Accepted of the Same.	The council convened as a Court of Orphans on Thursday 5 April 1711 at the United Castle in James Valley. Present: John Roberts Esquire, Governor; Edward Mashborne, Deputy Governor; William Marsden, third in council; Daniel Griffith, fourth in council; Matthew Bazett, fifth in council. On examining the estate of the Sensrieg orphans, the council found a small paper minuted down in Governor Poirier's own handwriting, namely: Bazett was bound to pay forty pounds whenever Peter Sensrieg came of age, and to deliver the house in the same condition he had found it, besides paying the Company's rent and revenues. Poirier, as executor, was bound to let him enjoy the said land peaceably. The council also found in a consultation dated 13 February 170[...] the following entry: Whereas the Governor, being appointed sole executor by the widow Estsrings under her last verbal will, accepted that office, to prove the will, Mrs Bazett, sworn, said that the widow Estsrings on her deathbed, when asked how she wished to dispose of her affairs, committed them wholly to the Governor. Mrs Ball, sworn, said the same. The council ordered that the Governor act accordingly. Signed: Poirier, Thomas Goodwin. The widow Estsrings was first married to Sensrieg, by whom she had three children, John, Peter and Gilbert, all living. Sensrieg died. Estsrings then married the widow, by whom she had two children, Thomas and Sarah, both living. John Sensrieg was begotten before

BL Image No.	Document No.	OCR Transcription	Modern Interpretation
		To [P]rove the Same. M[rs] Bagett Sworne Says that the Said Wedow Estfrings on her Death bed, being a[s]ked how She would defpofe of her affa[i]rs Comitted them wholy to the Governour. M[rs] Ball Sworne Says the Same. It is Ordered That the Governour do Act Accordingly. [P]oirier Tho[s] Goodwin This Wedow Estfrings was first Marryed to Senfrieg by whom She had Three Children John, Peter, and Gilbert, all Liveing, Senfrieg dyes, Estfrings Marries the Wedow by whom She had two Children, Thomas and Sarah, both Living, John Senfrieg was begott before Matremony by which Bastardage he is Rendred Uncapable of Inheriting the Reall Estate, and therefore by Law the right Devolves to [P]eter, Now forasmuch as Governour [P]oirier Excepted of the Executorship he being Dead the tru[s]t Now Devolves to M[r] Marsden by Marrying his Wedow Wherefore Refolved That this Government will have Nothing to do in that Affair, but in Cafe of	matrimony, and that bastardy rendered him incapable of inheriting the real estate, so by law the right devolved to Peter. Inasmuch as Governor Poirier had accepted the executorship and was now dead, the trust now devolved to Marsden through his marriage to Poirier's widow. The council resolved accordingly that this government would have nothing to do in the affair, except in case of **Interpretations** The Court of Orphans, sitting on the same day as the regular consultation and with the same five councillors, operated as the island's substitute for the English ecclesiastical and chancery jurisdiction over minors' property. Its function here was evidentiary: the council assembled written traces, sworn depositions and a family pedigree to determine where executorship and inheritance properly lay, rather than to administer the estate itself. The procedure shows how the council reconstructed legal authority in a colony where the original parties were dead and the documentary record consisted of a loose paper in a former Governor's hand and an entry in a partly illegible consultation book. The note in Poirier's handwriting reveals the practical mechanism by which an executor allowed a third party to occupy estate land during a minor's nonage. Bazett held the house and ground on a deferred undertaking: he would pay forty pounds to Peter Sensrieg on his coming of age, return the house in its original condition and meet the Company's rent and revenues in the meantime. Poirier, as executor, guaranteed peaceable enjoyment. The forty pounds operated as a fixed reversionary payment standing in place of rent paid to the orphan, while the obligation to maintain the house and meet Company dues kept the asset productive and the Company's revenue stream intact. This is a working example of how minor's land was put to occupied use rather than held idle during a long minority. The devolution of the executorship through Marsden's marriage to Poirier's widow is an instance of how trusts in a small administrative establishment passed sideways through second marriages rather than by formal substitution. Marsden, third in council, thereby acquired by marriage a private fiduciary position connected to estate business in which the council itself had no further role. The council's disavowal of jurisdiction in the affair, except in some specified contingency that the manuscript breaks off before stating, separates the official capacity from the private trust now lodged with one of its members. **Speculations** The deliberate decision to step back from the Sensrieg affair, on the ground that the trust had passed through Poirier's widow to Marsden, reveals a careful institutional separation between the council as colonial court and the council as a body of individual fiduciaries. Marsden's private acquisition of the executorship by marriage made the matter his to settle as trustee, not the government's to adjudicate, and the council's refusal to act protected the integrity of its judicial function from being drawn into the affairs of one of its own members. The contingency for which the council reserved a residual role, cut off in the manuscript, was probably the protection of Peter Sensrieg's reversionary forty pounds against any future dispute, since that sum was the only specifically vested orphan's right traceable on the documents recovered.
153	153	Any difference Let them Apply themselves to the Governour and they Shall have Justice done them. The Petetion of Anthony Beale Orphan Setting forth that he being Afhamed	The council ruled that, in case of any difference, the parties should apply themselves to the Governor and justice would be done them. The petition of Anthony Beale, orphan, was then read. He set forth that he was ashamed to speak to the Governor face to face, and so took this method to

BL Image No.	Document No.	OCR Transcription	Modern Interpretation
		to Speak to the Governour Face, and therefore takes this Method to Addrefs himself to Me Acknowledging the Tender Care I have for his Brother Richard and himself and of their Estate, which is in a very bad Condetion and has been So, for Severall Years Last past, and being Now Informed that he is to be Removed from his Lodgings to the [P]lantation hou[s]e Earnestly Craves Leave to Continue in the Lodging were he Now is, and has been from his Infancey. And your [P]etetioner as in duty bound Shall Ever [P]ray &c. Anthony Beale. M[r] Francis whom he has always been with, and Lodged with, was Called and Acknowledges the kindness he has for the boy and Offers to Maintain him for Forty Shillenge a Year, and finde him in Meat, Drink, Cloathes, Washing and Lodgeing. Ordered That the boy have his Request granted him. And that M[r] Francis be defired to be So Kinde as to Look after the boys Cattle, and that they be kept in their Own [P]ofture and that he Imploy the boy in any Busine[s] he is Capable of, and that he be defered to keep him to his Book, and Send him to Church a Sunday[s], and that in time the boy may Gratisfy him for his great Care and good Education. The boy was Asked how he Came to know that his Estate was in a very bad Condetion and had been So for Severall Years Last past. He Answered it was writt So in the [P]etetion he Soyned by, being A[s]ked whom he had the [P]etetion from Said of Samuell Broome. Samuell Broome being A[s]ked how he knew that the Estate was in a very bad Condetion. Anfwered he has heard [P]eople Say So and that their Fences were in a very bad Condetion. Then he was Asked if Ever he, or any Man Else knew that Estate In a better Condetion then it is Now. Anfwered, it was in a better Condetion Now then he has known it, and [P]romifes for the future to write No more [P]etetions by hear Say and humbly begs pardon. M[r] Francis was Afled if Ever he knew that Land was Fenced In Anfwered only a Litle Yam ground and Bean ground, which was all down before the Company had it in their [P]offefseon. The Governour Says that in his Opinion it is [P]ernicious and [P] [P]rejudiciall to the Lords [P]roprietor in the highest degree, for the Governm[t] Ever to be Executors to Orphans, and this of Beales Orphans is an Example for Every Scribler is Carteing an Odeum upon Us, that that Estate is gone to Ruin Others Says large Thongs is Cut Out of that Leather and what not, I must forsfat it was a fault in the Government to [p]ull down the Hou[s]e Exporfed to [P]ublick Sale and take No Money for it, but Let Alexander and Hop[k]ifon Run Away with	address himself in writing. He acknowledged the tender care shown for his brother Richard and himself, and for their estate, which was in a very bad condition and had been so for several years past. Being now informed that he was to be removed from his lodgings to the plantation house, he earnestly craved leave to remain in the lodging where he was now living, and had been since infancy. Mr Francis, with whom the boy had always lived and lodged, was called. He acknowledged his affection for the boy and offered to maintain him for forty shillings a year, finding him in meat, drink, clothes, washing and lodging. The council granted the boy's request. Francis was asked to look after the boy's cattle and to keep them in their own pasture. He was to employ the boy in any business he was capable of, to keep him to his book, and to send him to church on Sundays, so that in time the boy might gratify him for his great care and good education. The boy was then asked how he came to know that his estate was in a very bad condition and had been so for several years past. He answered that it was written so in the petition he had signed. Asked from whom he had the petition, he said from Samuel Broome. Samuel Broome, asked how he knew the estate was in a very bad condition, answered that he had heard people say so, and that the fences were in a very bad condition. Asked if he or anyone else had ever known the estate in better condition than it was now, he answered that it was now in better condition than he had ever known it, promised to write no more petitions by hearsay, and humbly begged pardon. Francis was asked if he had ever known the land to be fenced in. He answered that only a little yam ground and bean ground had been fenced, and that even those fences were all down before the Company took possession. The Governor declared his opinion that it was pernicious and prejudicial to the Lords Proprietors in the highest degree for the government ever to act as executors to orphans, and that the case of the Beale orphans was an example. Every scribbler was casting an odium upon them, saying that the estate had gone to ruin. Others said that large thongs had been cut out of that leather, and other such things. He had to confess it was a fault in the government to pull down the house, expose it to public sale and take no money for it, but to let Alexander and Hoskison run away with the money, while at the same time suffering the children to run in debt in the store books, so that they were now above sixty pounds indebted to the Company. How the affair could be wound up without prejudice to the Company he did not know. **Interpretations** The Court of Orphans here functioned as a tribunal of fact as well as law. The boy's petition was tested by examination: he was asked the source of his information, the source was traced to Samuel Broome, and Broome in turn was made to admit the basis was hearsay and to retract publicly. The procedure shows how the council disciplined petitions submitted in an orphan's name, requiring that statements of estate condition rest on direct knowledge rather than rumour, and converting the petition process into an evidentiary forum even where the petitioner was a child. The Governor's intervention discloses the practical content of the criticism circulating against the government. Three specific failings were named: the demolition and unrecovered sale of a house belonging to the estate, the escape of two named individuals, Alexander and Hoskison, with the proceeds, and the running of the orphan children themselves into store-book debt now exceeding sixty pounds owed to the

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		the Money and at the Same time Suffer the Children to Run in Debt in the Store books that Now they are above Sixty pound Indebted to the Company how this affair Can be wound up without [P]rejudice to the Company I know not the	Company. These items together amount to a candid admission that executor-government had failed in this case, and that the institutional model itself, the council acting collectively as executor to orphans, was structurally vulnerable to such losses. The phrase about thongs being cut out of that leather is the colony's idiom for systematic small skimming from a single source of property, and the Governor's reference to scribblers casting odium shows that the criticism had reached a written and circulating form. The store-book debt of over sixty pounds run up by the Beale children is itself an illustration of how an orphan estate could be hollowed out without any formal transaction: the Company's own credit system supplied the orphans with goods against their estate, and the absence of yearly debit entries against the orphans' account, which the 28 March 1711 reform was designed to remedy, allowed the debt to compound silently. **Speculations** The Governor's open declaration against government executorship of orphans, delivered immediately after the orderly Sensrieg disengagement earlier in the same court, reveals a deliberate sequencing. The council first refused jurisdiction in one orphan matter on the ground that the trust had passed to Marsden privately, and then, with that precedent fresh on the record, the Governor articulated the wider principle that the government should never act as executor for orphans at all. The Beale case was offered not as an isolated complaint but as the corroborating exemplum: a candid admission of institutional failure used to license withdrawal from a function that had proved structurally costly to the Company.
154	154	Antient Old Company doe Say that what Money the Orphans puts into their hands when they are Acquainted with it, they will Allow them Sive [þ]Cent Interest, but for Us to become Executors to Orphans, I Can finde No Order, nor Derections in the Leaft that touches on that head, We are Fathers to Orphans and Weddows by Seeing them Justice, and that is Suffeceent having [B]ufeneff Enough of Our Mafters to Look after without Imbroiling Our Selves otherwife. James Greentree free [P]lanter Lays Claim to a debt of Three pound five Shillings due to him from William Frenches Orphans for goods bought of him. Ordered That the Aforesaid Greentree bring good Evidences that the aforesaid Debt be due to him and that he make Oath of the Same. Jonathan Doveton Free holder Lays Claim to a Debt of Nine Shillings due to Temple Needham from William Frenches Orphans. John Alexander [P]lanter Lays Claim to a Debt of Two pound Six Shillings for half a Year[]s Licence due to him from William French. Samuell Broome Soldier Lays Claim to a Debt of Four Shillings and Six [P]ence due to him for making a [Grave] &c[a] Walter Belvard [P]lanter Lays Claim to a debt of William Frenches Orphans for goods bought at an Out cry in Tomsbone Owed by William French 4 February 170[...] £ s d	The Governor continued. The ancient old Company had ruled that, when made aware of orphan money placed in their hands, they would allow five per cent interest on it; but as for the council acting as executors to orphans, he could find no order or direction in the least touching on that head. The council were fathers to orphans and widows by seeing justice done them, and that was sufficient, having business enough of their Masters to look after without embroiling themselves otherwise. James Greentree, free planter, then laid claim to a debt of three pounds five shillings due to him from William French's orphans for goods bought of him. The council directed that Greentree bring good evidence that the debt was due to him, and that he make oath of the same. Jonathan Doveton, freeholder, laid claim to a debt of nine shillings due to Temple Needham from William French's orphans. John Alexander, planter, laid claim to a debt of two pounds six shillings for half a year's licence due to him from William French. Samuel Broome, soldier, laid claim to a debt of four shillings and sixpence due to him for making a grave and so forth. Walter Belvard, planter, laid claim to a debt of William French's orphans for goods bought at an outcry in Tomsbone, owed by William French on 4 February 170[...]: One old wooden bowl £0 1s 0d One flock bed £0 9s 6d One low wooden chair £0 4s 0d Four china bowls and two china cups £0 2s 0d One small table and carpet £0 15s 0d Sub-total £5 11s 6d The council resolved that the other claims would likewise be paid, once proved, when the estate could be divided. Signed: John Roberts, Edward Mashborne, William Marsden, Daniel Griffith, Matthew Bazett.

BL Image No.	Document No.	OCR Transcription	Modern Interpretation
		For an Old wooden bowle 0:1:0 One Flock bed 0:9:6 One Low wooden Chair 0:4:0 Four China bowles and two Ditto Cups 0:2:0 One Small Table and Carpett 0:15:0 £ s d 5 11 6 And Likewife thefe Other Debts when they are [P]roved So and when We Can Devide the Estate the Debts Shall be paid. J[n]o Roberts Edw[d] Mashborne W[m] Mar[s]de[n] Dani[el] Griffith Matthew Bagett	**Interpretations** The Governor's distinction between paying five per cent interest on orphan deposits and acting as executor to orphans defines the precise institutional boundary he was drawing. The Old Company's rule treated the orphan as creditor and the Company as fiduciary banker, a passive role exposing the Company only to a fixed interest cost. Executorship, by contrast, exposed the council to the active management of an estate, with all the discretionary decisions, demolitions, sales and credit issuances that had ruined the Beale estate. The phrase fathers to orphans and widows by seeing them justice reframes the council's duty as judicial rather than administrative: the council would adjudicate disputes brought before it, but would not undertake the estate work itself. Having business enough of our Masters to look after expressly subordinates orphan administration to Company business, providing the institutional rationale for the policy change announced earlier in the day. The creditor proceedings against William French's orphans show the Court of Orphans operating as a proof-of-debts forum in advance of estate distribution. Each claimant lodged a specific sum: Greentree three pounds five shillings for goods, Doveton nine shillings owed to a third party named Temple Needham, Alexander two pounds six shillings for half a year's licence, Broome four shillings and sixpence for grave-making, and Belvard a schedule of items bought at a public auction the previous February. The variety of grounds, goods, an unpaid licence fee, a burial service and an outcry purchase, reveals the range of obligations that could accumulate against an estate and pursue it after the death and departure of the principal. The licence claim by Alexander, for half a year, probably refers to a victualling or retail licence held by French before his departure for Bencoolen in 1708, the obligation surviving him into his children's account. The standard procedural requirement, that Greentree bring good evidence and make oath, applied to all claimants and supplied the documentary discipline missing from the Beale case. The council was rebuilding orphan administration around evidentiary proof of every individual debt, rather than the loose store-book accumulation that had hollowed out the Beale estate. **Speculations** The Governor's speech against executorship was delivered not as a theoretical position but as a doctrine to be acted on at once. The very next business taken up was the systematic recording and proving of every individual creditor's claim against William French's orphans, the same kind of case in which executor-government had earlier failed. By converting the Court of Orphans into a creditor-claims tribunal applying strict evidentiary standards, the council reorganised its surviving orphan business around its proper judicial function, while implicitly disclaiming the executorial role responsible for the Beale debacle.
155	155	Island S[t] Helena At a Consultation held on Friday the 6[th] day of Aprill 1711. At the United Castle in James Vally. Pr[es]t J[n]o Roberts Esq[r] Governour Edw[d] Mashborne Dep[ty] Govern[r] W[m] Marsden 3[d] in Councill Daniel Griffith 4[th] in Councill Matthew Bagett 5[th] in Councill Forasmuch as this Island Ever Sence it was Retaken from the Dutch has Layn Un[s]etled and the Inhabitants have not been E[s]tablisht in their	The council convened on Friday 6 April 1711 at the United Castle in James Valley. Present: John Roberts Esquire, Governor; Edward Mashborne, Deputy Governor; William Marsden, third in council; Daniel Griffith, fourth in council; Matthew Bazett, fifth in council. Ever since the island had been retaken from the Dutch, it had remained unsettled, and the inhabitants had not been established in their estates and properties. This had been very prejudicial both to the Lords Proprietors of the island and to the inhabitants in general, notwithstanding the repeated orders from the ancient old Company for that purpose. The lands had been allowed to lie unfenced, with no landmarks or

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		Estate and [P]ropertys, which has been very [P]rejudiciall to the Lords [P]roprie- -tors of this Island As well as to the Inhabitants in generall, Notwith[s]tanding the Repeated Orders from the Antient Old Company for So doeing by Letting the Lands Lye Unfenced, No Land Marks, Or [P]lans of the Same, thereby ma[k]ing No Distinction, between the Lands of the Lords [P]roprietors and the [P]lanters and therefore We ded in a Consultation of the 9[th] February 170 [...] Refolve that a New Register book be kept, and Room left for [P]lans, and all [P]lans of Land Registred in the Said book, Jointly with the Deefe or Deed, and in Cafe any Free [P]lanter or Other who Should any way transferr Necr Lands, or any [P]art thereof, Might Repair to the Register book and Shewing which [P]art he do So Transferr as from A to B. and C to D. in the Said [P]lan, where the Same in the Register book being [P]rickt off Containing So many Acres that Should be a Suffecient Transferr &c And this Order of Councill was [P]ursuant to an Order of the Antient Old Company to Cap[tn] Anthony Beale in 1678. And that We might the better know the Counc[il]s and Land marks Ded Agree and Confent That the Antient Old Law for fencing in the 63 [P]arra- -graph of a Letter dated 1[s] August 1683. Should Commence A New from the 25[th] of March 1709. and the three Years End the 25[th] of March 1712. at the Expira- -tion of which time, If the Inhabitants do not fence in their Lands, they Forfeit the Same to the Lords [P]roprietors, Since which time Severall Inhabitants having Complyed with the Same and Fenced in their Lands have [P]etetioned to be E[s]tab[] -li[s]hed therein, and M[r] Bagett having had Sundry Warrants to [P]lan and Measure the Same, which from tome to tome he Lay before Us. Wherefore Ordered That the Plans and Deeds be Registred in a book Seperate from all Others, and that this Confultation be Entred in the Said book as a [P]reamble thereto. J[n]o Roberts Edw[d] Mashborne W[m] Mar[s]de[n] Dani[el] Griffith Matthew Bagett Island	plans of the same, making no distinction between the lands of the Lords Proprietors and those of the planters. The council had therefore resolved in a consultation of 9 February 170[...] that a new register book be kept, with room left for plans, and that all plans of land be registered in the said book jointly with the deed. In case any free planter or other should transfer his lands, or any part of them, he might repair to the register book and, by showing which part he was transferring, as from A to B or C to D on the plan, have that portion pricked off in the register book, containing so many acres, which would be a sufficient transfer. This order of council had been made pursuant to an order of the ancient old Company to Captain Anthony Beale in 1678. So that the council might the better know the courses and landmarks, it was agreed and consented that the ancient old fencing law, in paragraph 63 of a letter dated 1 August 1683, should commence afresh from 25 March 1709, and the three years should end on 25 March 1712. If at the expiration of that time the inhabitants did not fence in their lands, they would forfeit the same to the Lords Proprietors. Since then, several inhabitants had complied and fenced in their lands, and had petitioned to be established in them. Bazett, having received various warrants to plan and measure those lands, had laid the results before the council from time to time. The council directed that the plans and deeds be registered in a book separate from all others, and that this consultation be entered in the said book as a preamble to it. Signed: John Roberts, Edward Mashborne, William Marsden, Daniel Griffith, Matthew Bazett. Island **Interpretations** The consultation provides the formal preamble to the new Register Book of plans and deeds, and is the constitutional document of the council's land reform programme. By ordering its own entry as the opening text of the new book, the council fixed the legal and historical foundation of the registration system in a single self-contained record: the diagnosis of the problem since the Dutch recapture, the citation of the founding 1678 order to Anthony Beale, the revived 1683 fencing law, the 1709 commencement date, the 1712 forfeiture deadline and the procedural mechanism for transfers. The book itself was designed to operate as a working cartographic and legal instrument, with the plan and deed together on the same opening, and the pricking off of transferred portions providing a graphic record of subdivision over time. The transfer mechanism described, pricking off the relevant portion of a registered plan from A to B and from C to D, reveals the practical method by which a fixed cadastral plan could accommodate successive partial alienations without redrawing. The original plan remained the master document; the register book became a living account of which acreages on it had passed and to whom. The method protected the integrity of the underlying survey while allowing fractional commerce in land, and tied each transaction visibly to a geographic location rather than to verbal description alone. The citation of paragraph 63 of the Company letter of 1 August 1683 as the ancient old fencing law identifies the original three-year compliance window first imposed under the old Company regime, now formally restarted from Lady Day 1709 with effect from Lady Day 1712. This rolling forward of an old statutory deadline shows the council's preferred technique for reform: rather than legislate a new sanction, it revived a dormant one with a fresh start date, preserving institutional continuity with the old Company while

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			making the rule operative again. The expiry date of 25 March 1712 was now slightly under one year away, giving the council a hard horizon by which all planters had to be brought to enclosure or lose their land. **Speculations** The decision to enter the present consultation as the preamble of the new register book reveals a deliberate intention to give the registration system its own narrative authority, separate from the running consultation books. By creating a dedicated volume opened with its own constitutional statement, the council ensured that any future Governor or Company official consulting the register would encounter the historical justification, statutory basis and operational rules at the head of the volume, before the individual entries. The technique secured the reform against later misunderstanding or quiet abandonment, embedding institutional memory in the very document that would be used in daily transactions.
156	156	Island S[t] Helena At a Consultation held on Saturday the 7[th] day of Aprill 1711 At the United Castle in James Vally Pr[es]t J[n]o Roberts Esq[r] Governour Edw[d] Mashborne Dep[ty] Govern[r] W[m] Marsden 3[d] in Counc[ill] Daniel Griffith 4[th] in Coun[cill] Matthew Bagett 5[th] in Coun[cill] The Wedow Sanderson [P]referred a [P]etetion Setting forth that her Husband Late Deceased had an Affignment from Mary Feeld Wedow when She went off, a Leafe of Twenty Acres of Land, buying the [P]rovisions thereon, That being a [P]oor Woman and Single is not able to Manage and Fence it in, Befides is almost Ruined by the Cattle of the Neighbourhood and is rendred Incapable to pay the Companys Rent and Revenues, Where- fore [P]rays to be Acquitted And your [P]etetioner as in duty bound Shall [P]ray &c Elizt[h] [her] X Sanderson marke Aprill 7. 1711. The Wedow was Required to [P]roduce the Originall Leafe which was Read and We finde it to be a Leafe granted by Governour Keeling and [P]oirier to Enfign Feeld of Twenty Acres of Land formerly Jacksons One of the Confperators in the M[u]rder of Governour Johnson for Twenty One Years, and also therein Nineteen thousand of Yams, Also two hundred Roots of [P]otatoes; Upon Conditions following Vi[zt] at Six pound [ꝑ]Annum Rent, befides Dutyes, to keep good Fences, to Inclofe about One Acre of Land for an Orchard, to be [p]lanted with Oranges, Lemons, &c. to Leave all House, [P]lanulation and Fences at Expiration of Said Term in good Repair and as much [P]rovisions therein as when he Entered into [P]offefseon, with Express Condition not to Sell the Same to any [P]erson whatsoever Except the Hon[ble] Company dated 28 August 1693. Feeld and Wedow [P]offefsed it to June 4. 1707. without fencing of it, According to Leafe, Or making of any Orchard, Or Compliance with	The council convened on Saturday 7 April 1711 at the United Castle in James Valley. Present: John Roberts Esquire, Governor; Edward Mashborne, Deputy Governor; William Marsden, third in council; Daniel Griffith, fourth in council; Matthew Bazett, fifth in council. The widow Sanderson preferred a petition. Her late husband had received an assignment from Mary Field, widow, when Field departed the island, of a lease of twenty acres of land, with payment for the provisions standing on it. As a poor woman alone, she was unable to manage and fence the land. She was almost ruined by the cattle of the neighbourhood, and was rendered incapable of paying the Company's rent and revenues. She prayed to be discharged. Signed by her mark: Elizabeth Sanderson, 7 April 1711. The widow was required to produce the original lease. It was read, and found to be a lease granted by Governors Keeling and Poirier to Ensign Field, of twenty acres of land formerly held by Jackson, one of the conspirators in the murder of Governor Johnson. The lease ran for twenty-one years. It also covered nineteen thousand yams standing on the ground, and two hundred roots of potatoes, on the following conditions: rent of six pounds per annum, besides duties; good fences to be kept; about one acre of land to be enclosed for an orchard, planted with oranges, lemons and the like; the house, plantation and fences to be left at the expiration of the term in good repair, with as much provisions on the ground as when he entered into possession; and an express condition that the lease was not to be sold to any person whatsoever except the Honourable Company. The lease was dated 28 August 1693. Field and his widow had held the land until 4 June 1707 without fencing it according to the lease, without making any orchard, and without complying with any of the conditions or terms in it. An assignment was endorsed on the back of the lease, in the following form: Island of St Helena. Mary Field, widow of the said island, made over and assigned to Thomas Sanderson, ensign, the full contents of the within-mentioned lease, with all her right and title in it. Witness her hand, this 4 June 1707. Signed Mary Field. Witnessed by Richard Gurling and John Alexander. **Interpretations** The Sanderson petition exposes the full chain of breach buried in a single piece of paper. The 1693 lease to Ensign Field was a fully specified twenty-one-year covenant with five active obligations: rent, fencing, orchard planting, return in good repair with equivalent provisions, and prohibition on sale except to the

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		any of the Conditions or terms therein, And We Likewife find an Affignment Indorfed on the back fide of the Leafe. Vi[z] Island S[t] Helena Know all Men by thefe [P]refents that I Mary Feeld of the Said Island Wedow do hereby make Over and Affigne Unto Thomas Sanderson Enfign the full Contents of the within Mentioned Leafe with all my Right and Title thereto. In Witness whereof I have hereunto Set my hand this 4[t]. day of June 1707. Mary Feeld Witnessed by Us: Richard Gurling John Alexander	Company. Field and his widow held the ground for almost fourteen years without performing any of these covenants. The widow Field then assigned the lease to Ensign Sanderson on 4 June 1707, taking payment for the standing provisions. Sanderson held it until his death and his widow Elizabeth now sought to be released from a derivative interest already vitiated at every covenant. The council's reading of the original instrument reveals how a single produced document could establish, at one stroke, the original grant, the long history of non-performance and the irregular alienation that brought the present petitioner into the position. The clause prohibiting sale except to the Company places the legality of the 1707 assignment in question. The widow Field's transfer to Sanderson appears on its face to have breached that condition, since Sanderson was a private person and not the Honourable Company. The council's recital of the clause, followed immediately by the recital of the assignment, lays the documentary basis for treating the lease as already at the Company's option for forfeiture, quite apart from the widow Sanderson's present incapacity. The cattle of the neighbourhood ruining the unenclosed ground illustrate why fencing was the operative threshold for tenure across the council's whole reform programme. Without fences the productive value of the land was destroyed by neighbouring stock, the rent could not be earned, and the lease became a liability rather than an asset to its holder. The widow Sanderson's petition is a working example of how the policy operated in reverse: failure to fence had already ruined her practical position, and she sought to be released from the Company obligation that survived the ruin. **Speculations** The widow Sanderson's choice to petition for release rather than attempt rescue of the lease reveals a calculation that the rent and revenues had become uncollectable against the productive value of the ground, and that the better course was a formal discharge than continued accrual of debt. The petition was lodged the day after the registration consultation of 6 April 1711, which had set 25 March 1712 as the forfeiture deadline for unfenced land. The widow was effectively offering an early forfeiture in exchange for release from the Company claim, anticipating the statutory consequence by less than a year and converting an inevitable loss into a settled exit.
157	157	We do not fonde that this Affignment was Registred, or any where Entered in the Councill bookes Or done by the Order, Confent of knowledge of the Government, The Wedow Declares that her Husband [P]aid Thirty [P]ound ready Money and three [P]ound Credit in the Store for the [P]rovisions on the Ground to the Wedow Feeld, The Wedow was A[s]ked if She had any Receipt for the Money Says No but believes M[r] Alexander knows it. Ordered That M[r] John Alexander be Called to an Account to know what made him being Clark of the Councill Affeign a Leafe Contrary to the Exprefs Terms in it, without an Order from the Governour and Councill and also to Inquire how the [P]rovisions of that Ground Came to be Sold which Actually, belonged to the Company, and he being a Tru[s]tee for the Said Wedow Feefel, and that it is Said that She Left Money in his hands when She went for Ben-	The council found that the assignment had not been registered, nor entered anywhere in the consultation books, nor done by the order, consent or knowledge of the government. The widow declared that her husband had paid thirty pounds in ready money and three pounds credit in the store for the provisions on the ground to the widow Field. Asked if she had any receipt for the money, she answered no, but believed Alexander knew of it. The council directed that John Alexander be called to account, to explain how, as clerk of the council, he had assigned a lease contrary to the express terms in it without an order from the Governor and council. He was also to be examined on how the provisions of that ground had come to be sold, since they actually belonged to the Company. He had been a trustee for the widow Field, and it was said that she had left money in his hands when she went for Bencoolen, and the council wished to know whether he still had any in his possession. Alexander, being called, desired that the widow Sanderson be sworn as to what she knew of the matter. The widow Sanderson, sworn, said that to the best of her knowledge her husband had told her that

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		-coolen, whether he has any in his hands Now. M[r] Alexander being Called defored the Wedow Sanderson might be Sworn as to what She knows of the Matter. Wedow Sanderson Sworne Saith that to the best of her knowledge her Husband told her that Governour [P]oirier Gave his Confent that he Should have the Leafe, and that her Hu[s]band [P]aid Thirty [P]ound ready Money for the [P]rovisions to her Beliefe, and three [P]ound for Mattocks and Hoes &c. in Store Credit. As to M[r] Sanderson having the Land Cap[tn] Mashborne Remembers a few days. after He Same here in the Rochester he Asked Governour [P]oirier if he might Live at that Land, that M[r] Feefel was going to quitt it, but he told him he had [P]romifed it to Enfign Sanderson. We have Severall Reafons to believe that Governour [P]oirier did Defign to give Enfign Sanderson a New Leafe of that Land but how Our Fruits Should be Sold for Thirty pound ready Money is what We want to know, for the Company is thereby Defrauded and that Money Sunk, which [P]roperly Belonged to them According to the Originall Leafe. M[r] Alexander Saith as to the Indorfement of the Leafe was by Governours Order, he believes there was Money paid but knows Nothing of it. He is told he must be very Ignorant to Indorfe Such an Affignm[t] Contrary to the Contents of the within Mentioned Cevenants, which was Signed by the Governour and Deputy and Sealed with the Hon[ble] Companys Seale. He Said he knew No more of it but that he ded it by the Governours Order and as for Money he Remitted the Last by the Mead Trigott to M[r] Feefel to Bencoolen. Arthur Bradley hears that the Wedow Sanderson is about Quitting her Land and Lease, and defires to take the Same by Leafe for Twenty One Years and [P]rays Longer time to Fence it then the time Limitted. Ordered That when he has Fenced in the Land According to Law he have a Leafe given him for Twenty One Years of the Same, and Leave Six Thousand Grown yams upon it &c. And that he have three years Longer towards Fencing it.	Governor Poirier had given his consent that he should have the lease, that her husband had paid thirty pounds in ready money for the provisions to her belief, and three pounds for mattocks and hoes and the like in store credit. Captain Mashborne remembered that, a few days after he arrived here in the Rochester, he had asked Governor Poirier whether he might live at that land, since Field was going to quit it. Poirier told him he had promised it to Ensign Sanderson. The council had several reasons to believe that Governor Poirier had designed to give Ensign Sanderson a new lease of that land, but how the Company's fruits should have been sold for thirty pounds ready money was what the council wanted to know, for the Company was thereby defrauded and the money sunk, which properly belonged to them under the original lease. Alexander said that the endorsement of the lease was by the Governor's order. He believed money had been paid, but knew nothing of it. He was told he must have been very ignorant to endorse such an assignment contrary to the covenants within, which had been signed by the Governor and Deputy and sealed with the Honourable Company's seal. He answered that he knew no more of it, only that he had done it by the Governor's order. As for money, he had remitted the last by the Mead Frigate to Field at Bencoolen. Arthur Bradley, hearing that the widow Sanderson was about to quit her land and lease, desired to take the same by lease for twenty-one years, and prayed for longer time to fence it than the limit allowed. The council directed that, once he had fenced the land according to law, a lease of twenty-one years be granted to him, with six thousand grown yams left on the ground. He was allowed three years longer toward fencing it. **Interpretations** The investigation reveals the institutional weakness of clerkship under the previous government. John Alexander, as clerk of the council, had endorsed an assignment on a sealed lease bearing covenants signed by the Governor and Deputy under the Honourable Company's seal, without an order entered in the council books and without registration. The council's reprimand fixed his procedural duty: a clerk could not endorse instruments contrary to the covenants they bore, even on verbal direction from the Governor, without exposing himself to personal accountability. The episode shows the council retrospectively imposing on the clerk's office a standard of documentary discipline that the office had lacked under Poirier, and links the present reform to the wider 28 March 1711 reform of loan and trust recording. The thirty pounds ready money paid for the provisions on the ground exposes the central fraud the council was pursuing. The 1693 lease had vested the standing crop in the lessee subject to the return-in-good-condition covenant, with the equivalent provisions to be left at expiry. Field's widow, on departing, had sold those provisions outright for cash and store credit to Sanderson, converting a covenanted reversion into a private windfall and leaving the Company without the security it had stipulated for. The phrase the Company is thereby defrauded and that money sunk identifies the diversion precisely: the thirty pounds did not pass to the Company, to whom the provisions properly belonged on the lease, but to the departing widow whose interest in the standing crop was conditional. Mashborne's recollection of his arrival in the Rochester, when Poirier told him the land had been

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			promised to Sanderson, supplies independent evidence that Poirier had verbally committed the land to Sanderson before the assignment was executed. The council's conclusion, that Poirier had designed to give Sanderson a new lease, draws the distinction between the proper procedure, surrender of the old lease and grant of a new one to the new tenant, and the irregular shortcut taken, endorsement of an unauthorised assignment on the old lease. The proper route would have left the Company in possession of the standing crop on Field's departure, and would have re-let the ground to Sanderson on fresh covenants; the actual route preserved Field's widow's claim to the provisions and allowed her to extract cash from Sanderson for what was contractually owed to the Company. **Speculations** The careful sequencing of the investigation, the widow's petition first, then the production of the original lease, then the call for Alexander, then the swearing of the widow, then Mashborne's independent recollection, then Alexander's examination on the Company seal, then the immediate substitution of Bradley as new tenant, reveals a deliberate procedural design. The council was simultaneously discharging the widow Sanderson from her liability, re-letting the ground to a fresh tenant, and building a documentary case against the procedural irregularities of the previous government, in a single day's business. The architecture of the consultation suggests that the council had decided to use the Sanderson petition as a controlled occasion to expose and reform the clerkship and assignment practice inherited from Poirier, while ensuring that the productive use of the ground was not interrupted by the reform.
158	158	The Churchwardens [P]referred a [P]etetion Setting forth that whereas Our Church Yard at the Fort is very Small and hardly Room to digg a Grave for Rocks, and Graves already Digged Also Our Yard Wall is very bad and Irregular and must Shortly be Rebuilt. Therefore your [P]etetioners in behalf of the [P]arrish do humbly defire that when We Rebuild Our Wall may have Liberty of Ranging the Front Wall with the Street. Also your [P]etetioners humbly beggs that We may Inlarge Our yard backwards which We [P]refume may be done by Cutting the Water in a New Courfe Near the hill having heard his Worship Speaking to the Same Effect, which favour if granted will be of great Convencency and Credit to Our Church, and We Shall be ready to Contribute to the Charge forth, Defireing his Worship Derection in the Same. And your [P]etetioners Shall as in duty bound Ever pray &c Aprill 7[th]. 1711. Jon[a] Doveton Gov[a] Johnson The Petitioners are Answer[d] that its Commendable in them to [P]romote the [p]utting that [P]iece of Rubbish Called a Church yard in Order &c[a] for the Credit of the Island, and We advife yes to Repair the Church, Or it will Tumble down in a Litle time, [P]eople will be Apt to Say that at their Island the Old [P]rovert is true about Settlement: that where the English Setle they	The churchwardens preferred a petition. The churchyard at the Fort was very small, with hardly room to dig a grave for rocks and graves already dug. The yard wall was very bad and irregular, and would shortly have to be rebuilt. The petitioners, on behalf of the parish, humbly desired that when the wall was rebuilt they might have liberty to range the front wall with the street. They also begged leave to enlarge the yard backwards, which they presumed might be done by cutting the water in a new course near the hill, having heard the Governor speak to the same effect. The favour, if granted, would be of great convenience and credit to the church, and they would be ready to contribute to the charge, desiring his direction in the work. Signed: 7 April 1711, Jonathan Doveton, Governor Johnson. The petitioners were answered that it was commendable in them to promote the putting of that piece of rubbish called a churchyard in order, for the credit of the island. The council advised them also to repair the church, or it would tumble down in a little time. People would be apt to say of this island that the old proverb about settlement was true, that wherever the English settled they first built a punch house, the Dutch a fort, and the Portuguese a church. The Governor said he remembered very well speaking about turning the watercourse. He could do it for ten pounds charge and would direct them according to their request, if he stayed. The petition of William Coales, planter, was then read. He had sold to Repjin Wells, planter of this island, one parcel of land containing twenty acres for seventy pounds, payable as follows: twenty pounds present credit on the store, thirty pounds in ready money, and twenty pounds on 25 March 1712. Coales stood indebted to the Honourable Company's store in the sum of forty pounds, and a

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		first build a [P]unch hou[s]e, the Dutch a Fort, and the Portugue[s]e a Church. The Governour Says he Remembers very well He was tal[k]ing about Turning the Water Courfe and Can do it for Ten pound Charge and will Direct them According to their Request, If he Stayes. The Petition of William Coales [P]lanter Setting forth that your [P]etetioner having Sold to Repjin Wells [P]lanter of this Island One parcell of Land Containing Twenty Acres for the Sum of Seventy pounds to be paid as followeth Twenty [P]ound [P]rofent Credit on the Store, Thirty [P]ound in yearly Money and Twenty [P]ou[nd] on the 25. of March Next 1712. And whereas your [P]etetioner doth Stand Indebted to the Hon[ble] Companys Store the Sum of Forty [P]ounds, And the Sum of Twenty pound more on Account of the debts of Henry Coales your [P]etetioner father Lately deceafed. Your [P]etetioner humbly begs of your Worships and Councill that you would be [P]leafed to Accept of Twenty pound in part of [P]ayment to be paid by Repjin Wells aforesaid in [P]refent Credit on the Store, and Twenty pounds more to be paid by the Said Repjin Wells the 25. of March Next Ensueing. That your [P]etetioner being a poor Man and having a great Family of Small Children, And the Land that your [P]etetioner Now Occupyeth, and [P]offesfes is Note Fenced in, Nor any wood [P]lanted, Nor having Never a Slave to Help him, and having Thirty pounds due to him being the remainder of the aforesaid [P]urchase Money [...]	further twenty pounds on account of the debts of his late father Henry Coales. Coales humbly begged the council to accept twenty pounds in part payment, to be paid by Wells in present credit on the store, and a further twenty pounds to be paid by Wells on the following 25 March. He was a poor man with a great family of small children. The land he now occupied and possessed was not fenced in, nor any wood planted, and he had no slave to help him. He had thirty pounds due to him as the remainder of the purchase money [...] **Interpretations** The churchwardens' petition reveals the practical condition of ecclesiastical infrastructure at the Fort and the council's flat unsentimental view of it. The proposed expansion involved two distinct works: realigning the front wall with the street line, a town-planning improvement, and turning the watercourse near the hill to recover ground backward, a hydraulic operation. The watercourse diversion was costed by the Governor at ten pounds, a small sum reflecting both the modest scale of the local channel and the technical confidence the Governor had developed through his larger irrigation project of January and February 1711. The proverbial line about English punch houses, Dutch forts and Portuguese churches was deployed not as humour but as a working diagnostic of colonial priority, applied here against the island's own neglect of its ecclesiastical fabric. The William Coales transaction provides a working example of how leasehold reform and probate settlement combined in a single deal. Coales, having received probate of his father Henry Coales's will at the 11 December 1710 consultation and the inventory at the 2 January 1711 court, had now sold a twenty-acre parcel to Repjin Wells for seventy pounds on a structured schedule: twenty pounds in store credit at signing, thirty pounds in ready money and twenty pounds deferred to Lady Day 1712. The Lady Day deferral aligns the final payment with the colony's wider fiscal-year reset and with the leasehold deadline established the previous day, suggesting that 25 March was operating as a coordinating date across multiple kinds of obligation. Coales's own indebtedness, forty pounds to the Company store directly and a further twenty pounds inherited from his late father's account, totalled sixty pounds against assets including the thirty pounds of ready money still owed by Wells and his unfenced and unwooded resident plot. The petition proposed to discharge the Company debt in two equal twenty-pound tranches, applied against the staggered Wells payments, both in store credit. The mechanism let Coales settle the Company without ever handling the money: Wells's debt to Coales was redirected as a credit to the Company store, with Coales's intermediate position cancelled by an accounting entry. The arrangement is an instance of the colony's reliance on store-book accounting in lieu of coin transfer, illustrating again how the Company store functioned as the central clearing mechanism for private indebtedness. **Speculations** The structuring of the Coales sale, with payment dates and the proposed Company debt discharges both tied to Lady Day 1712, reveals a deliberate alignment of private settlement with the public reform timetable. The same date that operated as the fencing-or-forfeiture deadline, the Bagley lease commencement and the wider fiscal reset, was being adopted by private parties as the natural settlement date for staged purchases. The colony's calendar was acquiring a single coordinating point, and transactions of this kind were timed so that the cash flows would reach the council and the

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			Company store at the moment of greatest administrative attention.
159	159	Your [P]etetioner therefore humbly Craves Leave of your Worship and Councill that the aforesaid Thirty pounds may be and Continue in the hands of your [P]etetioner to and towards the buying of a Black Slave being for the beneffitt of his Family. And your [P]etetioner as in duty bound Shall Ever [P]ray &c Aprill 7. 1711. W[m] Coales The Petitioner is told that Nothing Can tend more for the good of himself and Family then to get Out of Debt, for how Selly and foolish is it for you to Entacle a Debt upon your Children and yet Reckon it for good of your Family. That if your Land is not fenced in Nor wood [P]lanted you know the [P]enaltys and Laws in that Cafe, and if you Cant Live here go where you Can Live better. The Petitioner [p]leaded that it was very hard to go with his Family from this his Native Country, he was Anfwerd to be Indu[s]terous and thie[f] would be No Occation, for No [P]lanter is fitt to Live upon this Island that Cant keep himself Out of Debt, Supply his Family and [P]rovide Something of Refresh- -ment for the Shipping. Whereas John French Gunner is difcharged from the Garden for not [P]erforming his Contract to plant the Same with [P]hyfick Nutts According to Agreement. Ordered That John Worrall Serjeant have the Said Garden Rent free during Our [P]leasure, and that he [P]lant the Same all Over with [P]hyfick Nutts and make up the Walls and keep them in Repair. J[n]o Roberts Edw[d] Mashborne W[m] Mar[s]de[n] Dani[el] Griffith Matthew Bagett	Coales humbly craved leave of the council that the thirty pounds remain in his hands toward the purchase of a black slave, for the benefit of his family. Signed: 7 April 1711, William Coales. The petitioner was told that nothing could tend more to the good of himself and his family than to get out of debt. It was silly and foolish to entail a debt upon his children and yet reckon it for the good of his family. If his land was not fenced in and no wood planted, he knew the penalties and laws in that case, and if he could not live here he should go where he could live better. Coales pleaded that it was very hard to go with his family from his native country. He was answered that he should be industrious and thrifty, and there would be no occasion to leave. No planter was fit to live upon the island who could not keep himself out of debt, supply his family and provide something by way of refreshment for the shipping. John French, gunner, was discharged from the garden for not performing his contract to plant the same with physick nuts according to agreement. The council directed that John Worrall, sergeant, have the said garden rent-free during pleasure, and that he plant it all over with physick nuts, make up the walls and keep them in repair. Signed: John Roberts, Edward Mashborne, William Marsden, Daniel Griffith, Matthew Bazett. **Interpretations** The council's refusal of Coales's request reveals a hardening of policy against slave-purchase financed by deferred sale proceeds while Company debt was outstanding. The instinctive priority was the clearing of the store-book debt, and the council framed the choice in moral as well as financial terms: an outstanding debt left to descend on minor children was identified as the opposite of family good, regardless of how the borrower understood his own intention. The argument turned the petitioner's own justification, the benefit of his family, against him, by pointing out that the children would inherit the debt along with whatever productive asset the slave might add. The reference to physical departure, if you cant live here go where you can live better, exposes the harder edge of the new regime. Native-born inhabitants who could not meet the conjoint demands of debt discharge, fencing, wood planting and shipping refreshment were being told they had no further claim on the island. The council was reformulating the basic test of fitness to remain as a planter: keeping out of debt, supplying the family and contributing produce to visiting shipping. The third element, refreshment for the shipping, identifies the Company's strategic purpose in maintaining a planter population at all. The island was held for the benefit of the East India trade, and a planter who produced no surplus saleable to passing ships forfeited the institutional reason for his tenure. John Worrall, sergeant, replacing French rent-free during pleasure, illustrates the council's preferred technique for ensuring covenant performance: free use was offered in exchange for active improvement and wall maintenance, rather than rent paid against an unperformed covenant. The rent-free during pleasure formula left the council free to displace Worrall at any time if performance lapsed, and reflected the same precarious tenure that had governed French's holding. Worrall has been previously noted as one of the executors and beneficiaries in the Black Oliver chain of land transfers, and now adds physick nut cultivation to his portfolio of Company-related responsibilities. **Speculations**

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			The juxtaposition of Coales's refusal with the immediate reassignment of the physick nut garden to Worrall also serves a wider purpose within the same day's consultation. The council was demonstrating, in successive items, that productive performance was the controlling criterion. Coales was refused indulgence because his ground was unimproved and his debt unpaid; French was displaced because the planting covenant was unperformed; Worrall was preferred because his selection promised performance. The pattern is consistent across the three decisions and identifies the working principle of the council's tenure policy at this moment: the holding was held against the work, not the person.
160	160	Island S[t] Helena At a Consultation held on Monday the 9[th] day of Aprill 1711. at the United Castle in James Vally. Pr[es]t J[n]o Roberts Esq[r] Governour Edw[d] Mashborne Dep[ty] Govern[r] W[m] Marsden 3[d] in Counc[ill] Daniel Griffith 4[th] in Counc[ill] Matthew Bagett 5[th] in Counc[ill] Cap[tn] Mashborne defires that he may buy Some more Yams if he Can get them any were of the [P]lanters, and hopes by this time Twelve Month there will be No Occation to buy any more, Never, and that Centinue all Charge to the Company will be at an End, but hopes not only to Sup[p]ly the Fort, but also the whole Garrison, having [P]lanted Near Twenty Acres with Corn and Beans, and most of it is Come up, and their is Near Thirty Acres more, Just Inclofed which He hopes to get [p]lanted in a Lelle time. For want of Yams Could not Raefs a Stock of hogs and has been forced to kill the more Beefe. Ordered That Cap[tn] Mashborne Inquire of the [P]lanters who has Yams to Sell and to Report the [P]rizes and Quantetys. The Governour gives Cap[tn] Mashborne this advice in Relation to the [P]lantation that to [P]reserve the Stock of Catle is to make Large hog Styes About an Acre of ground with Mud Morter, Walls of [S]tone or Six Foot high, Afterwards take Out the Mud Morter and point it with Lime and it will Last for Ever, and in the Insets make Cover for the hogs to Lye dry Under, In Such a Stye you may keep One hundred and Fifty hoggs, then to Maintain them their Should be Twenty Acres at Least of ground a [P]urpose to [P]lant Cabbidges, Carrotts, and Turnips, a Matter of Thirty Acres planted with [P]otatoes, the Corn Staulks, the Tops of Sugar Canes, and the Wild Vines will Maintain them, without the Charge of Forcing to bo[i]le Yams, which is Allwa[y]s to be Avoided, And as the hogs Increafe So more Such Styes are to be built untell Such tomer you finde the very Increafe to Maintain the Fort and Garrison, and when Shepping Comes here as We always know the time a Month or Two before, So fall a hundred and Fifty Or two hundred to Supply	The council convened on Monday 9 April 1711 at the United Castle in James Valley. Present: John Roberts Esquire, Governor; Edward Mashborne, Deputy Governor; William Marsden, third in council; Daniel Griffith, fourth in council; Matthew Bazett, fifth in council. Captain Mashborne desired that he might buy some more yams, if he could get them anywhere from the planters. He hoped by twelve months hence there would be no further occasion to buy any, and that all such charge to the Company would be at an end. He hoped not only to supply the Fort but also the whole garrison. Near twenty acres had been planted with corn and beans, most of it now come up, and a further thirty acres were just enclosed, which he hoped to plant in a little time. For want of yams he had not been able to raise a stock of hogs, and had been forced to kill more beef in consequence. The council directed Captain Mashborne to inquire of the planters who had yams to sell, and to report the prices and quantities. The Governor gave Mashborne his advice on the plantation. To preserve the stock of cattle, large hog sties should be built, each enclosing about an acre of ground, with walls of mud mortar and stone six feet high. Afterwards the mud mortar should be taken out and the wall pointed with lime, which would last for ever. Within the sty, cover should be made for the hogs to lie dry under. Such a sty would hold one hundred and fifty hogs. To maintain them, at least twenty acres of ground should be planted on purpose with cabbages, carrots and turnips, and a matter of thirty acres planted with potatoes. The corn stalks, the tops of sugar canes and the wild vines would maintain them, without the charge of being forced to boil yams, which was always to be avoided. As the hogs increased, more such sties were to be built, until the increase itself was sufficient to maintain the Fort and garrison. When shipping came, the council always knew the time a month or two beforehand, and could slaughter a hundred and fifty or two hundred hogs to supply them. The pork would then be extraordinarily good and sweet, and not, as it was now, fishy and nasty, the worst the Governor had ever tasted in his life. As for ground, there could be no want. He designed to run the wall on Breakneck Valley over the knoll to join the plantation wall by the house, and another cross wall through Plantation Valley to join the lower vineyard. When that was done, the new plantation would be near a mile square of ground, which was six hundred and forty acres. **Interpretations** Mashborne's request to buy further yams from the planters reveals the persisting reliance of the Fort on private supply at this transitional moment, despite the heavy investment in Company plantation expansion. The twelve-month horizon for ending yam purchases

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		them, then the [P]ork will be Extraordinary good and Sweet, and not as it is Now, Fishy and Nasty, the worst that Ever I tasted in my Life, As for ground their Cant be No want off I defegne to Run that Wall on break Neck Vally So Over the Nole to [J]oyn to the [P]lantation Wall, by the hou[s]e, and then Another Crofs Wall through [p]lantation Vally to [J]oyn with the Lower Vinyard and when that is done this New [P]lantation will be Near a Mile Square of ground which is Six hundred and Forty Acres.	marks the council's expectation that the irrigation project of January and February 1711, together with the new plantings, would close the gap between Fort consumption and Company production. The substitution effect ran both ways: the absence of yams had reduced the hog stock, which in turn had forced higher beef slaughter, depleting the cattle reserve. The diagnostic exposes the food economy as a single interlocking system, where each principal commodity, yams, hogs, beef, was linked to the others through the available feed supply and slaughter pressure. The Governor's hog husbandry programme is a fully specified agricultural-engineering scheme, comparable in detail to the irrigation specification of 9 January 1711. The two-stage wall construction, mud mortar first, then removed and replaced with lime pointing, supplied a temporary fast build that could be permanently upgraded once the lime was burned. The construction sequence reveals how the council managed scarce lime supply: walls could be raised provisionally on cheaper mortar and finished later, rather than waiting for full lime capacity. The technique parallels the wider problem of coal shortage for lime kilns reported on 16 January 1711, and shows the Governor adapting building method to material constraint. The Breakneck Valley and Plantation Valley wall scheme is the consolidation phase of the wider plantation expansion programme begun on 9 January 1711. The two new walls, the one running over the knoll from Breakneck Valley to the plantation wall by the house, and the cross wall through Plantation Valley to the lower vineyard, would close the perimeter of a near-mile-square enclosure of approximately six hundred and forty acres. The figure of six hundred and forty acres is precisely the standard English square mile, suggesting a deliberate intention to create a single demarcated agricultural unit at that scale. The phrase no want of ground reflects the council's view that the limiting factor on production was now labour and material rather than territory. **Speculations** The deliberate scaling to a mile-square enclosure also suggests a programmatic ambition to create a single, surveyable, defensible block of Company plantation, contiguous with the existing vineyard and plantation house. The aim was probably both practical, for ease of fencing and supervision, and presentational, to give London a defined geographic unit it could understand and assess. The six hundred and forty acres provide a round figure for despatch reporting, against which subsequent production could be measured year by year, and gives the council's reform programme a clean cartographic output to set beside its registration, leasehold and irrigation reforms.
161	161	Then for the Goates take the Young Kidds of the Stock, We have Now, and bring them into [P]asture and keep them their, and as your Stock Increafes, in the [P]asture, So Cut of your Wild Stock, their Increafe as they go Now does not Countervaile the Charge of [P]ounding Once a Week of Six or Seven Blacks. The Sheep must be also [p]ut into [P]asture, then for the fowls and Turkys may be Inclofed with a Wall in an Acre or two of ground for them. All the Cattle Sho[uld] be taken of the Common and a good Cowhoufe built that will hold Fifty Cows at Least, to be Milked Every Morning, and a good Dairy built, for it is a burning Shame that for thefe Seven or Eight am[]My Years the Companys hog Styes and	The Governor continued his instruction. As for the goats, the young kids of the present stock should be brought into pasture and kept there. As the pastured stock increased, the wild stock should be cut off, for the present increase did not countervail the charge of pounding six or seven slaves once a week. The sheep also should be put into pasture. For the fowls and turkeys, an acre or two of ground enclosed with a wall would suffice. All the cattle should be taken off the common, and a good cowhouse built to hold at least fifty cows, to be milked every morning, with a good dairy attached. It was a burning shame that for these seven or eight years the Company's hog sties and dairy had hardly been as good as those of the planters, and that no wash house had even been built. Once all this was brought to bear, many advantages would accrue to the Lords Proprietors. The plantation would pay the soldiers their twelve shillings a month for

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		Dairy are hardly as good as the [P]lanters, and not So much as a Wash hou[s]e built. Now after We brought all this to bear many Advantages will Acrife to the Lords [P]roprietors, First the [P]lantation will pay the Soldiers Twelve Shillings a Month for Diet, and all Stores Sent to this Island Necessary for the Inhabitants will be Returned home to the Company both the [P]rinciple and the [P]roffets, the Charge of Sending of Bread, Beefe, flower, and Such things from England will be at an End, and when Once the Soldiers have got Barracks built, which if Ever there were any they were all Vanished before I Came, Except Four or five for the Gunner and Drummers, We Shall then know were to be finde them and Examine their Chefts, their Cloathes, Shirts, and Shoes, So very Necessary for their good Liveing, when you have Conquered this [p]oin[t] it will Open a Doore that will Show, you So great and many Advantages, that I dont think it Requesfite to Say any more Only that a good Granery may be built at the Lower End of the New [p]lantation at Break Neck Vally [p]oint when timber and deales Come, built with Lime and [P]lasterd to keep the Ratts Out, and that a Thousand Lemon Trees, and Other Fruit Trees be [p]lanted in the New [p]lan- -tation Since they dont take at the Old [p]lantation hou[s]e, which I take to be the Worst [p]lace of the whole Island to make any Improvements upon. Now having brought all your Cattle from off the Common and brought your [p]lantation to this [p]erfection We may then [P]roceed to turn the Water at [P]rosperous bay It will Command a great many Acres of good Land before you Come to [P]rosperous Bay [p]laine and if you brought it to that Glorious [p]laine the Finest that Ever I Saw In my Life any where, I Beleeve it is a Matter of Two hundred Acres of good Ground and is better Sec[t]uated then this Lest We made by much being More out of the Wind I Can turn the Water upon it in About Two Months time with a hundred Blacks, for after I have Staked out the Water Courfe which will Cost Me Ten days in doeing, then the Work Wont Seem So difficult as it Now does, and for my Staking it Out the Company will be at a Very Litle Charge, And then if the Lords [P]roprietors have a Mind to have a Ship Load of Sugar from hence they may have it for a Ship Load of Sales yearly, There is many Other Water Courfes that I See may be turned to a very good Advantage and this Island may be by this Means Restored to [P]lenty and Recovered Agen, but the Cheef Article is the [P]reservation of the Wood which Ought to be gone upon Very [s]peedely and for that Reason We delight to break more Oxen and to keep Seven or Eight Cartes going and when this is done you'l have All you Se Long defired and Wished for, to See the Water Run upon the [p]laine. J[n]o Roberts Edw[d] Mashborne W[m] Mar[s]de[n] Dani[el] Griffith Matthew Bagett Island	diet. All stores sent to the island that were needed by the inhabitants would be returned home to the Company, both principal and profit. The charge of sending bread, beef, flour and such things from England would be at an end. Once the soldiers had barracks built, which if ever they had existed had all vanished before the Governor's arrival, save four or five for the gunner and drummers, the council would know where to find them and could examine their chests, their clothes, shirts and shoes, so necessary for their good living. When this point was conquered, it would open a door showing so many great advantages that it was needless to say more, except that a good granary should be built at the lower end of the new plantation at Breakneck Valley Point when timber and deals arrived, made of lime and plastered to keep the rats out, and that a thousand lemon trees and other fruit trees should be planted in the new plantation, since they did not thrive at the old plantation house, which the Governor took to be the worst place on the whole island for any improvement. Having brought all the cattle off the common and brought the plantation to that perfection, the council might then proceed to turn the water at Prosperous Bay. It would command a great many acres of good land before reaching Prosperous Bay Plain. If the water were brought onto that plain, the finest the Governor had ever seen anywhere in his life, of perhaps two hundred acres of good ground, better situated than the present one by much, being more out of the wind, he could turn the water onto it in about two months with a hundred slaves. After he had staked out the watercourse, which would take him ten days, the work would not seem so difficult as it now did. For the staking, the Company would be at very little charge. If the Lords Proprietors had a mind to have a ship load of sugar from hence, they might have it yearly, in exchange for a ship load of salts. There were many other watercourses that he saw might be turned to very good advantage, and the island might by this means be restored to plenty and recovered again. The chief article was the preservation of the wood, which ought to be gone upon very speedily. For that reason the council delighted to break more oxen and to keep seven or eight carts going. When this was done, the council would have all it had long desired and wished for, to see the water run upon the plain. Signed: John Roberts, Edward Mashborne, William Marsden, Daniel Griffith, Matthew Bazett. Island **Interpretations** The Governor's livestock programme converts open-range husbandry into enclosed pasturage. The diagnostic point on the goats, that the present increase of the wild stock did not countervail the cost of pounding six or seven slaves a week, is a labour-cost calculation: the slave-labour required to corral the wild herd for any productive use exceeded the value of the additions to the herd. The remedy, kidding into pasture and cutting off the wild stock, replaces an uncontrolled stock that consumed labour with a controlled one that built capital. The same enclosure principle is then extended to sheep, fowls, turkeys and cattle, with the common being progressively cleared of free-ranging stock. The projected fiscal logic of the completed plantation rests on import substitution and recovery of soldiers' victualling charge. The soldiers' diet allowance of twelve shillings a month, presently paid out, would be recovered by the plantation as it took over the supply of bread, beef and flour previously sent from England. The accounting effect would be a double saving: the cost of the imported provisions, eliminated; the soldiers' diet allowance, retained within the Company's accounts

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			rather than flowing to the planters. The mechanism shows the Governor's understanding of the plantation as a fiscal device, recovering by production what was lost by purchase. The chief article being the preservation of the wood reveals that, for all the Governor's emphasis on water, sugar and stock, he regarded woodland conservation as the higher-order priority. The wood supply was the limiting factor on building, lime-burning, fuel, fencing and ship repair, and its preservation was being given priority over fresh planting. The directive to break more oxen and run seven or eight carts addresses the practical means by which timber could be moved in bulk from cutting sites to where it was needed, reducing slave-labour porterage. **Speculations** The cumulative sweep of the Governor's instruction, hog husbandry, pastured livestock, dairy, barracks, granary, orchard, second irrigation site, sugar export, wood conservation, suggests a deliberate effort to set down on the record a complete blueprint for the island's reform, leaving no element to a successor's interpretation. The detail with which each component is specified, including labour estimates, dimensions, materials and timing, has the character of a final synthesis rather than an opening proposal. Read alongside the qualified if he stayes of two days earlier, the consultation has the structure of a Governor consolidating his programme in transferable form before a possible departure.
162	162	Island S[t] Helena At a Consultation held on Wednsday the 18[th] day of Aprill 1711. At the United Castle in James Vally. Pr[es]t J[n]o Roberts Esq[r] Governour Edw[d] Mashborne Dep[ty] Govern[r] W[m] Marsden 3[d] in Councill Daniel Griffith 4[th] in Councill Matthew Bagett 5[th] in Councill The Petetion of Thomas Gargen [P]lanter, Setting forth that your [P]etetion[r] defegning to [P]ay in Some Money to the Antient Old Company but the Storekeeper told him that their was a Bond Out Against him, which Lay in the Clarks office, and your [P]etetioner did [P]ay that bond all but Nine [P]ound in the Year 1704. and thought that that bond had been Cancelled. Humbly defires that that bond may be delivered up to him. And your [P]etetioner as in duty bound Shall Ever [P]ray &c Aprill 18. 1711. [T] Gargen The Petitioner is Anfwered that their is his bond and he was Ordered to go to the Store and [P]ay the Nine [P]ound, with Intereff of the Nine [P]ound for Six Yeares and he Should have his Bond up, which he did Accordingly. Grace Coulfon Wedow brought this day the Inventory of Bemong [C]oulfor Deceased Estate and Delivered the Same upon Oath. Ordered That the Same be Received and Entered in the Office as a true Inventory. The Wedow Coulfon defires to know who has a Right to that Estate, for that her Son dyed in the Carleton Comeing Out, and Defires She may put it in the Governments hand, for that it was a trouble to her. Ordered That She keep that Estate in her hands and be An[]swerable for the Ballance of that Inventory, untell it is known how he had difpofed of it, and for her trouble the Increafe of Cattle and Fruits of the Ground Shall be her Own and only be Obliged to Leave the Same as it Now is.	The council convened on Wednesday 18 April 1711 at the United Castle in James Valley. Present: John Roberts Esquire, Governor; Edward Mashborne, Deputy Governor; William Marsden, third in council; Daniel Griffith, fourth in council; Matthew Bazett, fifth in council. The petition of Thomas Gargen, planter, was read. He had been about to pay in some money to the ancient old Company, when the storekeeper told him a bond was out against him, lying in the clerk's office. He had paid that bond all but nine pounds in the year 1704, and had thought the bond cancelled. He humbly desired that the bond be delivered up to him. Signed: 18 April 1711, Thomas Gargen. The petitioner was answered that the bond was indeed his. He was directed to go to the store and pay the nine pounds, with interest on that sum for six years, after which the bond would be returned to him. He did so accordingly. Grace Coulson, widow, brought in that day the inventory of Bemong Coulson, deceased, and delivered it upon oath. The council ordered the inventory received and entered in the office as a true inventory. The widow Coulson desired to know who had a right to that estate, since her son had died on the Carleton coming out. She desired to put it into the hands of the government, the matter being a trouble to her. The council directed that she keep the estate in her own hands, and be answerable for the balance of the inventory, until it was known how he had disposed of it. For her trouble, the increase of cattle and the fruits of the ground would be her own, and she would only be obliged to leave the estate as it now stood. The petition of Daniel Griffith, on behalf of his son in law James Reder, was then read. Reder had fenced in all his own land and the land hired of the Honourable Company, according to law. Griffith humbly desired the council to establish Reder in his property. Signed: 17 April 1711, Daniel Griffith. **Interpretations**

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		The Petetion of M[r] Daniel Griffith in behalfe of his Son in Law James Reder, Setting forth that he has Fenced in all his Own Land and Likewife Land hired of the Hon[ble] Company According to Law. Humbly defires that your Worship and Councell will be [P]leafed to Establi[s]h your [P]etetioner in his [P]roperty. And y[ou]r [P]etetioner as in du[t]y bound Shall Ever [P]ray &c Aprill 17. 1711. Daniel Griffith Ordered.	The Gargen bond episode reveals the working procedure for retrieving an outstanding instrument from the clerk's office. The storekeeper, on attempting to receive a fresh payment, identified the existing bond and held back any further transaction until the outstanding nine pounds and the accrued interest were paid. The arrangement shows how the store and the clerk's office operated as a paired credit-and-record system: the store flagged the live bond, the clerk's office held the document, and the borrower could not move forward in either system until the bond was extinguished. The interest charge of six years on a nine-pound residue, on a bond paid down in 1704, indicates that interest had been running through the period to 1710 and was now collected as a single accumulation, rather than periodically. The mechanism reveals how silent interest could attach to a residue thought cancelled, and connects to the wider 28 March 1711 reform requiring annual debit entries in the store books. The council's response illustrates the preferred technique for managing uncertain succession: leave the estate in the widow's custody, secure her accountability for the balance of the inventory, and award her the increase of cattle and the fruits of the ground as compensation for her trouble. The arrangement converts an unsettled estate into a productively held interim trust, with the underlying capital preserved against a future determination of right and the income flow paid to the custodian. The technique parallels the Bazett-Sensrieg house arrangement, where a deferred payment of forty pounds was paired with productive use of the ground during a minority. Here, the widow's productive use was open-ended, terminating only when the proper heir emerged. Daniel Griffith's petition for his son in law James Reder is the first appearance of a member of the council itself making a petition on family business under the new registration system. The council, sitting to assess the petition, included Griffith himself as fourth in council. The procedure reveals how the registration reform applied universally, with even councillors required to bring fenced land forward for formal establishment, and confirms the cross-cutting application of the 6 April 1711 preamble across council members and ordinary planters alike. James Reder's status as son in law to a councillor did not create any visible procedural shortcut, only a routine petition. **Speculations** The choice to take Griffith's petition through the standard procedure, despite his presence on the bench, was probably deliberate, demonstrating that the reform applied without exception to councillors and their relatives. The visible compliance of the council's own families with the registration regime supplied a working argument against any planter who might claim the reform was applied selectively. The same Griffith had been listed in the 29 March 1711 consultation as one of those whose own acquisitions had been unregistered under earlier directives, and the present petition can be read as part of his personal regularisation under the new regime.
163	163	Ordered That a Warrant be Issued Out to M[r] Bagett to Measure the Same Accordingly. The Storekeeper Reports that their is not above Seventy Gallons of Arrack in the Store Or thereabouts and defires to know what Reserve Shall be made the Councill doe Say, on all [P]robabillety, We may be [P]lentefully Supplyed both from Europe and India in a Litle time, and this being very dear Arrack. Ordered.	The council directed that a warrant be issued to Bazett to measure the land accordingly. The storekeeper reported that there were not above seventy gallons of arrack in the store, or thereabouts, and desired to know what reserve should be made. The council answered that, on all probability, the island would be plentifully supplied both from Europe and India in a little time, and that this arrack was very dear. The storekeeper was directed to dispose of it all moderately, so the council might see a ship in the road before it was all expended.

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		That the Storekeeper do dispose of it all Moderately So as We may See a Ship in the road before it is all Expended. The Storekeeper brought in his Account of the Sale of goods from the 25[th]. of February 17[10]/[11] to the 25[th] of March following. An Account of goods Sold and Delevered from the 25[th]. of February Exclusive to the 25[th] of March Inclefeve Vi[zt] £ s d £ s d Inhabitants Vi[zt] Nailes 2 4 4 Haberdashery Ware 7 12 1½ Iron mongers Ware 2 9 7 Shoes 1 13 0 Tinmans Ware 9 6 Iron potts 19 of 40 1 3 Navall and Garrison Stores 1 2 Brasiers Ware 17 8 Hosiers Ware 2 8 9¼ Hatts 3 7 3 Pewterers Ware 1 2 8½ Woollen goods 24 7 9¼ Cullary Ware 18 6¼ Tobacco Pipes 15 2¼ Soap 46¾ at 15 2 18 4¾ Tobacco 200 pound 20 18 Provisions 14 5 1½ Salt 1 4 3 Arrack 82¾ Gallons at 12 49 13 Romalls 3 15 7½ Sugar 25 15 Lennen goods from India 1 5 Sugar Candy 6 8 9 Tea 5 Pepper 4 Island Shoes and Pumps 4 10 Lennen from England 9 16 Oyle 19 3 Island Sugar 18 6 192 11 9¾ Carried Over	The storekeeper brought in his account of the sale of goods from 25 February 1711 to 25 March 1711. Account of goods sold and delivered to inhabitants between those dates: Haberdashery ware £7 12s 1½d Ironmonger's ware £2 9s 7d Tinman's ware £0 9s 6d Navy and garrison stores £0 1s 2d Brazier's ware £0 17s 8d Hosier's ware £2 8s 9¼d Hatter's ware £3 7s 3d Pewterer's ware £1 2s 8½d Woollen goods £24 7s 9¼d Cutlery ware £0 18s 6¼d Tobacco pipes £0 15s 2¼d Soap, 46¾lb at 1s 3d per lb £2 18s 4¾d Tobacco, 200lb £20 18s 0d Provisions £14 5s 1½d Arrack, 82¾ gallons at 12s per gallon £49 13s 0d Sugar £25 15s 0d Sugar candy £6 8s 9d Pepper £0 0s 4d Island shoes and pumps £0 4s 10d Linen from England £9 16s 0d Island sugar £0 18s 6d Nails £2 4s 4d Shoes £1 13s 0d Iron pots, 19 of 40 £0 1s 3d Salt £1 4s 3d Romalls £3 15s 7½d Linen goods from India £1 5s 0d Tea £0 5s 0d Oil £0 19s 3d Carried over £192 11s 9¾d **Interpretations** The arrack reserve question reveals the operational discretion held by the storekeeper in managing a scarce imported commodity, and the council's preferred technique for handling such scarcity. Rather than impose a rationing rule, the council directed moderate disposal calibrated to the expected arrival of supply. The judgement was probabilistic and time-based, requiring the storekeeper to keep some stock in hand against the contingency of a delayed sailing, while not hoarding so much that the price rose unnecessarily against inhabitants. The phrase see a ship in the road expresses the working operational marker: replenishment depended on the visible arrival of a Company vessel in James Bay, not on any contractual delivery schedule. The arrack price has risen sharply between accounts. The previous winter's accounts recorded arrack from Batavia at eight pence per gallon for the Fort and General Table, while the present account shows it sold to inhabitants at twelve shillings per gallon. The difference reflects both the tiered pricing structure between Fort and inhabitants and the scarcity premium attached to a depleted stock. At twelve shillings per gallon, the eighty-two and three-quarter gallons sold in this single month generated forty-nine pounds thirteen shillings, the largest single line in the inhabitants' account, exceeding even woollen goods. The structure of the inhabitants' account in this period reveals the post-Lady Day reset profile of the colony's consumption. The fiscal year having turned over on 25 March 1711, the present month captures the immediate post-reset purchasing pattern. The high arrack value, the substantial woollen and sugar lines and the appearance of luxury items such as sugar candy at six pounds eight shillings ninepence indicate that inhabitants were drawing well on the store as the new accounting period opened. **Speculations** The decision to dispose of the high-priced arrack moderately, rather than holding it as a strategic reserve,

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		192 11 9¾	also reveals the council's confidence that the next sailing would in fact bring replenishment from either Europe or India. The remark about plentiful supply in a little time was probably grounded in known shipping schedules: the council typically had a month or two of notice of incoming ships, as the Governor had observed in the hog husbandry instruction of 9 April. The arrack policy converts that informational advantage into a deliberately drawn-down inventory at the moment of highest price, capturing the scarcity premium for the Company's accounts before the new stock arrived and reset the market.
164	164	Brought Over £ s d £ s d 192 11 9¾ Fort and Generall Table Vi[zt] Nailes 1 10 Haberdashery Ware 7 10½ Ironmongers Ware 1 14 4 Stationary Ware 19 Goods formerly the Old Companys 3 Navall and Garrison Stores 8 Pewterers Ware 9 10 Cullary Ware 1 11 Tobacco Pipes 6 6 Soap 12 6 Tobacco 10 Provisions 3 15 2½ Salt 18 Arrack 28 Gallons at 5½ 16 6 Wine 10 Sugar 4 19 8 Sugar Candy 1 5 Beefe and Suet 27 10 6 Tea 4 4 Pepper 2 pound 2 Island Sugar 75 1 17 6 75 13 9 Fortifications Vi[zt] Nailes 1 5 Iron mongers Ware 7 Ditto [...] of Mead Frigett Invoice 0:15:1½ 1 Sorted Whale Nailes 3:0:0 1000.24 Rofe Clinch 1:6:8 1000.20 Ditto 16:8	Brought over: £192 11s 9¾d. Account of goods sold and delivered to the Fort and General Table between the same dates: Nails £0 1s 10d Haberdashery ware £0 7s 10½d Ironmonger's ware £1 14s 4d Stationery ware £0 0s 19d Goods formerly the Old Company's £0 0s 3d Navy and garrison stores £0 0s 8d Pewterer's ware £0 9s 10d Cutlery ware £0 1s 11d Tobacco pipes £0 6s 6d Soap £0 12s 6d Tobacco £0 0s 10d Provisions £3 15s 2½d Salt £0 0s 18d Arrack, 28 gallons at 5s 6d per gallon £0 16s 6d Wine £0 0s 10d Sugar £4 19s 8d Sugar candy £1 5s 0d Beef and suet £27 10s 6d Tea, 4lb £0 0s 4d Pepper, 2lb £0 0s 2d Island sugar, 75lb £1 17s 6d Sub-total Fort and General Table £75 13s 9d Account of goods sold and delivered to the Fortifications between the same dates: Nails £0 1s 5d Ironmonger's ware Mead Frigate invoice items £0 15s 1½d 1 sort of whale nails £3 0s 0d 1,000 of 24 rose clinch nails £1 6s 8d 1,000 of 20 ditto £0 16s 8d 1,000 of 16 ditto £0 13s 4d 500 of 18 rose £2 10s 8d 1 mooring chain £3 12s 0d 1 anchor, 309[lb] £9 4s 10d Sub-total ironmonger's ware £19 15s 3½d Goods formerly the Old Company's £0 1s 4d Navy and garrison stores 1 stone and muller £0 18s 0d 1 long-boat trunk and yawl £119 10s 3d 698 pantiles £4 4s 0d Sub-total navy and garrison stores £124 12s 3d Beef and suet, 19 puncheons of 3,736lb at 4¾d per lb £145 1s 0d Cloth for the slaves £0 0s 5d Island shoes and pumps £0 0s 0d Timber and deals 707 deals at 1s 9d each £61 17s 3d 42 drawn balls at 5s each £25 4s 0d 432¼ feet mandoo timber at 1s per foot £27 0s 7½d 511 feet 3-inch plank at 3s 4d £85 3s 4d 4,322 feet 4-inch plank at 4s 4d £249 12s 10d 60 two-inch deals at 3s 3d £9 15s 0d 102 spars at 3s 4d £17 0s 0d Sub-total timber and deals £475 12s 2½d Arrack, 52 gallons at 17s £44 0s 0d Brandy, 6 gallons at 2s £0 7s 4d Glassware, 121 squares at 6d £8 6s 0d

BL Image No.	Document No.	OCR Transcription	Modern Interpretation
		1000.16 D[o] 13:4 500.18 [..] Rofe 2:10:8 1 Mooreing Chain 3:12:0 1 Anchor of 309 9:4:10 19 15 3½ Goods formerly the Old Companys 1 4 Navall and Garrison Stores Vi[zt] 1 Stone and Muller 0:18:0 1 Long boat Trunk & Yaul 119:10:3 698 [P]anbiles 4:4:0 124 12 3 Beefe and Suet 19 [P]unch[e]ons beef of 3736 at 4¾ 145 1 [Cl]oth for the Negroes 5 Island Shoes and [P]umps Timber and Deales Vi[zt] 707 Deales at 1:9 [...] 61:17:3 42 Drawn balls at 5[s] 25 4:0 432¼ foot Mand[]oo Timber at 1[s] 27:0:7[½] 511 foot 3 Inch [P]lank at 3/4 85:3:4 4322 foot 4 D[o] 4/4 249:12:10 60 Two Inch Deales at 3/3 9:15:0 102 Spaerrs at 3/4 17: 475 12 2[½] Arrack 52 Gallons of 17 44 Brandy 6 Gallons of 2[s] 7 4 Glass Ware 1[]2[]1 Square at 6 [...] 8 6 Coales 506 Bushells at 4/6 [...] 28 113 17 919 4 3 Carried Over 1183 9 9¾ Brought	Coals, 506 bushels at 4s 6d £28 0s 0d Sub-total arrack and other £113 17s 0d Sub-total Fortifications £919 4s 3d Carried over: £1,183 9s 9¾d. **Interpretations** The Fort and General Table account shows a marked structural difference from the parallel inhabitants' account. Where the inhabitants paid twelve shillings per gallon for arrack, the Fort received its arrack at five shillings sixpence per gallon, less than half the inhabitants' price. The tiered pricing structure previously identified in the storekeeper's accounts continues, with the Fort and General Table absorbing the same commodity at a subsidised rate reflecting its institutional status. Beef and suet at twenty-seven pounds ten shillings sixpence forms the single largest line in this account, consistent with the Governor's earlier remark that forced higher beef slaughter had been a consequence of the yam shortage and the inability to raise hogs. The Fortifications account is dominated by a single arrival of construction and naval stores, identified specifically as Mead Frigate invoice items. The Mead Frigate has already appeared in the 7 April 1711 consultation as the vessel by which Alexander had remitted money to William Field at Bencoolen. Its arrival here is now identified as the immediate source of a major restocking of fortification materials. The anchor of 309 pounds at nine pounds four shillings tenpence, the mooring chain at three pounds twelve shillings, and the various rose clinch and whale nails are the practical components of harbour and shipping infrastructure, suggesting the Mead Frigate had brought a consignment specifically aimed at the maritime fortification needs identified after the storm damage of 13-15 January 1711. The 506 bushels of coal at four shillings sixpence per bushel are the answer to the Governor's lament of 16 January 1711, that no coal was available to burn lime and that further fortification repairs without coal would be masking ducks and drakes of the Company's money. The Mead Frigate had now broken that constraint, supplying coal at a rate consistent with the previous winter's bench-mark of four shillings sixpence per bushel. The lime kilns could now resume operation, and the brick-and-lime construction programme could proceed at full standard rather than at the provisional mud-mortar level the Governor had specified for the hog sties. **Speculations** The arrival of the Mead Frigate with timber, coal, naval stores and a complete replacement long-boat trunk and yawl is the single transformative event behind the present month's accounts. The vessel appears to have come with a consignment precisely calibrated to the construction and repair programme the Governor had laid out in the preceding consultations, suggesting a degree of forward planning in the Company's despatch system: the goods supplied address by name the deficiencies the Governor had identified in his despatches and in the January storm damage report. The Mead Frigate's arrival converted the January constraints into April capacity, enabling the Governor's programme to enter its execution phase with materials in hand.
165	165	Brought Over £ s d £ s d 1183 9 9¾ Garrison Vi[zt] Gunpowder 40 Barrells 202:2:6 Swords 200 at 5/9	Brought over: £1,183 9s 9¾d. Account of goods sold and delivered to the Garrison between the same dates: Gunpowder, 40 barrels £202 2s 6d Swords, 200 at 5s 9d each £57 10s 0d Belts, 200 at 2s 3d each £22 10s 0d Cartouche boxes, 24 at 2s 1d each £2 16s 0d Cases £1 7s 3d

BL Image No.	Document No.	OCR Transcription	Modern Interpretation
		57:10:0 Belts 200 at 2/3 22:10:0 Cartouch Boxes 24 at 2/1 2 1[6]:0 1 Cafes 1:7:3 Drums 2 3:10:0 Heads for D[o] 6 at 3/6 0:19:6 [S]ell of [S]quares 6 at 10[s] 0:5:5 Lenes 6 at 2:6 0:15:0 [S]ell of Brafes 6 at 2/6 0:15:0 1 Cask 0:7:6 Medecines gr 79:5:9 Match 10 [...] 2 21:14:9[½] Cartredge [P]aper 10 Reams 14:10:0 Hand[s]pickes 19:2:6 5 hand[]y and 1 Cask 3:6:0 431 19 3½ Stationary Ware Vi[zt] 6 Standishes 6 Sand boxes 5 Rulers 5 [P]ennknives 12 [p]encills 28 14 7½ 6 Wax 1000 [...] 2 [...] Red Ink 4 D[o] Ink [P]ound 5 Ream Small [p]ap 5 D[o] Meddleny 14 Oyle Rape 2 Gallons at 5 1 3 Iron Ordenance Vi[zt] 3 Demy Cation of foot Long of 7.14.3.18 125:16:0 6.6 [p]ound[]r 5:12:1:18 9:14:9 4 Mennions [...] g[t] T d g[t] 6 128:10:4¾ 10 Falcons 1 g[t] 7. 2. 3. 3 1 5 11 9 220 Shoit of 6: 3.15 354 12 10½ [s]16 9½ Plantation Vi[zt] Nailes 2 4 Ironmongers Ware 5 3 Navall and Garrison Stores 2 Stationary Ware 1 3 0 Salt 4 6 Provisions 1 5 6 Garden Seed 2 Boxes 8 9 Rape Oyle	Drums, 2 £3 10s 0d Heads for drums, 6 at 3s 6d each £0 19s 6d Sets of squares, 6 at 10s £0 5s 5d Lines, 6 at 2s 6d each £0 15s 0d Sets of braces, 6 at 2s 6d each £0 15s 0d 1 cask £0 7s 6d Medicines, gross £79 5s 9d Match, 10[...] £21 14s 9½d Cartridge paper, 10 reams £14 10s 0d Handspikes £19 2s 6d 5 hands and 1 cask £3 6s 0d Sub-total Garrison £431 19s 3½d Account of goods sold and delivered as stationery ware: 6 standishes 6 sandboxes 5 rulers 5 penknives 12 pencils 6 [bundles of] wax 1,000 [...] 2 [bottles of] red ink 4 ditto pound ink 5 reams small paper 5 reams middling paper Sub-total stationery ware £28 14s 7½d Rape oil, 2 gallons at 5s £1 3s 0d Account of goods sold and delivered as iron ordnance: 3 demi-cannons of 7 feet long, 7-14-3-18 £125 16s 0d 6 six-pounders, 5-12-1-18 £9 14s 9d 4 minions, 6-[...] £128 10s 4¾d 10 falcons, 1-7-2-3 [each], at 3s 3d £15 11s 9d 220 shot of 6lb, 3-15 £354 12s 10½d Sub-total iron ordnance £[...] 16s 9½d Account of goods sold and delivered to the Plantation between the same dates: Nails £0 2s 4d Ironmonger's ware £0 5s 3d Navy and garrison stores £0 0s 2d Stationery ware £1 3s 0d Salt £0 4s 6d Provisions £1 5s 6d Garden seed, 2 boxes £0 8s 9d Rape oil £0 0s 0d Sub-total Plantation £23 8s 6d Total: £2,022 9s 5¾d. Signed: John Roberts, Edward Mashborne, William Marsden, Daniel Griffith, Matthew Bazett. **Interpretations** The Garrison account reveals the scale of the military re-arming carried by the Mead Frigate. The forty barrels of gunpowder at two hundred and two pounds two shillings sixpence form the single largest line, restocking the powder lost or compromised when the great magazine had filled with water during the storm of 13-15 January 1711. The matched issue of two hundred swords at five shillings ninepence each, two hundred belts at two shillings threepence and twenty-four cartouche boxes is a complete infantry re-equipment for a body of two hundred men, suggesting either a planned expansion of the garrison or the systematic replacement of worn equipment across the whole force. The numerical match of swords and belts at two hundred apiece confirms that the issue was conceived as a single set rather than as independent restocking. The iron ordnance account is the most substantial in the consultation. Three demi-cannons of seven feet long, four minions, six six-pounders, and ten falcons together formed a comprehensive new battery for the island's fortifications. The 220 shot of six pounds at three pounds fifteen shillings each delivered the

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		23 8 6 Totall 2022 9 5[¾] J[n]o Roberts Edw[d] Mashborne W[m] Mar[s]de[n] Dani[el] Griffith Matthew Bagett	matched ammunition for the six-pounders. The line was the principal artillery re-equipment of the island's defences, providing the guns the Governor had been awaiting before Munden's Castle and other works could be completed. The grand total of two thousand and twenty-two pounds nine shillings five pence three farthings is by a substantial margin the largest monthly total recorded in the storekeeper's accounts of this sequence. The previous winter's monthly totals had ranged from approximately one hundred and thirty-five pounds to two hundred and ninety-four pounds. The arrival of the Mead Frigate consignment in the immediately preceding period had effectively multiplied the store's outflow by an order of magnitude, as new stock was booked through to the four accounts on receipt. **Speculations** The simultaneous re-equipment of the Garrison with two hundred matched sword-and-belt sets, alongside the heavy ordnance and forty barrels of powder, suggests a deliberate restoration of the island's defensive establishment after a sustained period of attrition. The number two hundred may represent the working effective strength of the garrison being equipped to a uniform standard, replacing miscellaneous earlier issues. Combined with the Governor's earlier complaint that barracks for the soldiers had all vanished and that the chests, clothes, shirts and shoes of the men needed regular inspection, the equipment account suggests a programmatic reconstitution of the garrison as a uniformed, equipped and barracked body under direct council supervision.
166	166	Island S[t] Helena At a Consultation held on Friday the 27[th] of Aprill 1711. At the United Castle in James Vally. Pr[es]t J[n]o Roberts Esq[r] Governour Edw[d] Mashborne Dep[ty] Govern[r] W[m] Marsden 3[d] in Councill Daniel Griffith 4[th] in Councill Matthew Bagett 5[th] in Councill Repjin Wells and John Alexander Executors of the Last Will and Te[s]tam[t] of Richard Alexander Deceased brought in this day an Inventory of all his Reall and [P]ersonall Estate, and delevered in the Same upon Oath which was Approved of. Ordered That the Same being Sworne to by the Executors is a true Inventory. M[r] Thomas Gargen Marrying the Widow and A[p]pearing with the Executors Same to the Agreement following Touching the Devifeon of the Estate and the Childrens [P]arts and [P]roviding for the Children as followeth. First that Two Hundred Ninety [P]ound Five Shillings, Six [P]ence Three Farthings Shall be given the Said Gargen upon the Conditions following; That he Shall take Care, Maintain, and bring up the Five Children, and Set them to trades, or Some Honest Callings, and that they Shall be No Charge to the Island, and that he give Ten [P]ound and not above for Setting Out of Each of them, to Such trade or Calling as are Inclined to, and that he [P]resently give Each of the Five Children a Milch Cow for	The council convened on Friday 27 April 1711 at the United Castle in James Valley. Present: John Roberts Esquire, Governor; Edward Mashborne, Deputy Governor; William Marsden, third in council; Daniel Griffith, fourth in council; Matthew Bazett, fifth in council. Repjin Wells and John Alexander, executors of the last will and testament of Richard Alexander deceased, brought in that day an inventory of all his real and personal estate, and delivered the same upon oath, which was approved. The council ordered that the same, being sworn to by the executors, was a true inventory. Thomas Gargen, having married the widow and appearing with the executors, came to the following agreement touching the division of the estate, the children's parts and the provision for the children. First, that two hundred and ninety pounds five shillings sixpence three farthings be given to Gargen upon the following conditions. He was to take care of, maintain and bring up the five children, and set them to trades or some honest callings, so they should be no charge to the island. He was to give ten pounds, and not above, for setting each of them to such trade or calling as they were inclined to. He was presently to give each of the five children a milch cow for breeding, the increase to be held in common and jointly among them. Gargen was to enter into bonds to the executors, with two sufficient securities, for the performance of these articles on his part towards the children. Signed: Repjin Wells, John Alexander, Thomas Gargen. The Governor reported that the path of communication between the United Castle and Munden's Castle at Munden's Point, mentioned in the consultation of 19 December 1710, was finished, with a few slaves who had been kept below on purpose for that use. **Interpretations** The Richard Alexander probate provides a working example of the council's preferred technique for settling

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		Breed, with the[]Increase to be in Common and Jointly among them. And that the Said Gargen Enter into Bonds to the Executors with Two Suffeceent Securitys for the [P]erformance of these Articles of his [P]art towards the Children. Repjin Wells J[n]o Alexander [T] Gargen The Governour Reports that the [P]ath of Communication between this [C]a[s]tle, and the Castle at Mundens [P]oint Mentioned in the Consultation of the 19[th] December 1710. is Finished, with a few Blacks that were kept Below a Pour[]ofe for that Use.	an estate with surviving children, where the widow had remarried. Rather than distribute capital sums directly to the five minor children, the executors and the new stepfather agreed a single block payment of two hundred and ninety pounds five shillings sixpence three farthings to Thomas Gargen, charged with five interlocking duties: maintenance of all five children to majority, training each to a trade or honest calling, ensuring they did not become a charge upon the island, contributing up to ten pounds per child for trade setup, and immediate provision of a milch cow per child with the breeding increase held jointly. The arrangement converts a series of separate orphan provisions into a single fiduciary contract with the stepfather, secured by bond and sureties. The technique avoided the inefficient management of five separate small inheritances, kept the family productively intact under one household, and shifted the operational risk of upbringing onto Gargen against the cash payment received. The council's role was to approve the agreement and supervise the bond, not to manage the inheritance itself, consistent with the policy on executorship articulated by the Governor on 5 April 1711. The completion of the path of communication between the United Castle and Munden's Castle, ordered on 19 December 1710, marks the closing of the second strategic infrastructure project begun under Roberts's governorship. The first, the irrigation channel, had been completed on 13 February 1711; the second, the inter-castle path, is now reported finished on 27 April 1711. The phrase a few slaves who had been kept below on purpose for that use identifies how the labour had been retained from the wider plantation force specifically for this work, illustrating the council's preferred technique of holding back labour from the larger operations to complete strategic projects. **Speculations** The decision to consolidate all five Alexander children's inheritances into a single payment to Gargen, rather than maintain separate orphan accounts under executor supervision, reveals a deliberate institutional choice to delegate active management rather than retain it. The same principles articulated on 5 April 1711, that the council should not act as executor to orphans because of the prejudice and ruin that followed, are here applied in practice: Wells and Alexander as executors of Richard Alexander preserved the documentary record and supervisory role, but transferred operational responsibility to the stepfather under bond. The bond and two sureties supplied the council with a remedy against future default without requiring continuing administrative engagement.
167	167	And Since the Constant Complaints of that Old Rotten Storehoufe that the Storekeepers Cant keep their Bookes and goods dry, and is ready to Tumble down, and is hardely [P]offible to make Our Hon[ble] Mafters Beleeve the Wretched Condition that Store hou[s]e is in It is a Temptation for a Thiefe and Sence the Walls all wants Repairing and to be built higher and Regular, Nothing Appears to Us more Necesfary to be done then the Securing of that [P]lace, and Sence the Governour has Offered to [P]lan Out those Walls it will be a Necesfary [P]reparation Against Timber and Deales Come to build a New Storehoufe the Out Walls being built will be Very Requesfite to Secure the Matterialls. Wherefore Ordered. That the Governour do [P]roceed in that Affair According to his Own Scheme	The Governor next addressed the condition of the storehouse. The storekeepers had constantly complained that the old rotten storehouse left them unable to keep their books and goods dry, and that it was ready to tumble down. It was hardly possible to make the Honourable Masters believe the wretched condition of the building. It was a temptation for a thief. The walls all needed repairing, building higher and regularising. Nothing appeared more necessary than securing that place. Since the Governor had offered to plan out the walls, it would be a necessary preparation against timber and deals coming, to build a new storehouse. The outer walls being built first would be very requisite to secure the materials. The council directed that the Governor proceed in the affair according to his own scheme and directions. The petition of Henry Francis, planter, was read. He had fenced in all his own land and land hired of the Honourable Company, according to law. He humbly prayed the council to establish him in his property.

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		and derections. The Petetion of Henry Francis [P]lanter Setting forth that he has Fenced in all his Own Land, and Land hired of the Hon[ble] Company According to Law. Humbly [P]rays that your Worship and Councill will be [P]leased to E[s]tablish your [P]etetioner in his [P]roperty. And your [P]etetioner as in duty bound Shall Ever [P]ray &c Aprill 27[th] 1711. Henry Francis Ordered That a Warrant be Issued Out to M[r] Bagett to Measure the Same Accordingly. J[n]o Roberts Edw[d] Mashborne W[m] Mar[s]de[n] Dani[el] Griffith Matthew Bagett	Signed: 27 April 1711, Henry Francis. The council directed that a warrant be issued to Bazett to measure the same accordingly. Signed: John Roberts, Edward Mashborne, William Marsden, Daniel Griffith, Matthew Bazett. **Interpretations** The storehouse decision reveals the council's chosen construction sequence under conditions of awaited material supply. The outer walls were to be built first, in advance of further timber and deals arriving, so that those materials when delivered could be secured behind a perimeter rather than left exposed. The technique inverts the natural construction order, in which walls would normally rise around materials already on site, and reflects the Company's persistent vulnerability between supply consignments. By raising the perimeter first, the council converted the future delivery from a security risk into a building input, with the storehouse becoming progressively functional as its own contents arrived. The temptation for a thief identifies the practical risk arising from the building's condition. The storehouse held the goods recorded in the storekeeper's monthly accounts, including the heavy capital items just received from the Mead Frigate. The Garrison consignment of forty barrels of gunpowder, two hundred swords, two hundred belts, ordnance shot and medicines, together with the timber and naval stores, represented capital of over two thousand pounds passing through the store in a single month. A storehouse unable to secure such a stock represented a direct exposure for the Company. The wall reform was therefore not merely a building improvement but a security upgrade calibrated to the new volume of goods now in the council's care. The recurrence of the same procedural form, fence in, petition, warrant to Bazett, measurement, registration, lease or deed, confirms that the registration system established on 6 April 1711 had bedded down into a routine within three weeks of its formal opening. The standardisation of language across the petitions of the period, fenced in all his own land and land hired of the Honourable Company according to law, indicates that planters had learned the formula required to engage the system and were submitting their applications in the council's preferred terms. **Speculations** The decision to commit the Governor to the storehouse scheme by formal council order, just as he had been committed to the irrigation, the path of communication and the wider plantation reform, also continues the pattern of consolidating his personal engineering judgements on the institutional record. By the end of April 1711, the consultation books contained a comprehensive set of Governor-designed works, each entered as council order and each linked to specific material inputs identifiable in the storekeeper's account. A future Governor or a London committee reading the consultation books would find a coherent programme of capital works traceable from design through directive to delivered material, regardless of who held the office when each was executed.
168	168	Island S[t] Helena At a Consultation held on Wednsday the 2. of May 1711. At the United Castle in James Vally. Pr[es]t J[n]o Roberts Esq[r] Govern[r] Edw[d] Mashborne Dep[ty] Govern[r] W[m] Marsden 3[d] in Counc[ill] Daniel Griffith 4[th] in Counc[ill] Matthew Bagett 5[th] in Counc[ill] Cap[tn] Mashborne Reports that he Misses a Sow big in [P]igge of the Hon[ble]	The council convened on Wednesday 2 May 1711 at the United Castle in James Valley. Present: John Roberts Esquire, Governor; Edward Mashborne, Deputy Governor; William Marsden, third in council; Daniel Griffith, fourth in council; Matthew Bazett, fifth in council. Captain Mashborne reported that he missed a sow big in pig of the Honourable Company's, which had ranged at the Horse Pasture and Lemon Valley. Hogs, sheep and goats were also missing.

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		Companys that Ranged at the Horse [P]asture and Lemmon Vally, also Hoggs, Sheep and Goates. And as We have Lately taken the Garden from Gunner French and Let the Same to John Worrall Serjeant, and he having Fenced and began to Improve the Same in [p]lanting [P]hyfick Nutts, Lemmon Trees &c. Some Evill difpofed [P]erson went Last Monday Night and [p]ulled all the Trees up, and them, that they Could not [p]ull up they break down, and Almost quite Ruined that Garden whereupon It is Ordered That the following Advertizement be Issued Out by beat of Drum. Island S[t] Helena By the Governour and Councill An Advertizement Forasmuch as Some Evill wicked and Mallitious, [P]erson or [P]ersons [P]ofreft with the Devell did Last Monday Night the 30[th] of Aprill Supposed to be done before the Taptoo beat [p]ull[ed] up by the Roots Severall Trees Lately [p]lanted in Our Upper Garden in James Vally, and Such as they Could not [p]ull up did break down and in a Manner Laid that Garden Waste. Thefe are therefore to give Notice that whomsoever Can and will Acquaint the Government of those wicked Mallitious doeings to all Improvements that has destroyd Our Said Garden Shall have Five [P]ounds Sterling Reward. And this is further to give Notice to all [P]ersons that the Lords [P]roprietor Suffers very much in their Stock of Cattle, Hoggs, Goates, Sheep &c. by Rogues, Thieves, and Villaines, and very Lately was Stole a Sow big with Calfe Ranging Near Or about the Horse [P]asture, Or Lemon Vally head, As also Sheep Especially One Lately Came from the Cape of a Browin Coullor, and also Hogs, and Goates that way are da[i]ly Missing.	The council had lately taken the garden from Gunner French and let the same to John Worrall, sergeant. He had fenced and begun to improve it, planting physick nuts, lemon trees and other things. Some evil-disposed person had gone on Monday night last, pulled all the trees up, broken down those they could not pull up, and almost wholly ruined the garden. The council directed that the following advertisement be issued by beat of drum. Island of St Helena, by the Governor and Council, an advertisement. Some evil, wicked and malicious person or persons possessed with the devil, on Monday night the 30 April, supposed to have been done before the tattoo beat, pulled up by the roots several trees lately planted in the upper garden in James Valley. Such trees as they could not pull up they broke down, and in effect laid that garden waste. Notice was given that whoever could and would acquaint the government of those wicked malicious doings, which had destroyed the garden, would receive five pounds sterling reward. Further notice was given that the Lords Proprietors suffered very much in their stock of cattle, hogs, goats and sheep through rogues, thieves and villains. Very lately a sow big with pig had been stolen, ranging near or about the Horse Pasture or Lemon Valley head. A sheep lately come from the Cape, of a brown colour, was also missing, along with hogs and goats that way, daily. **Interpretations** The advertisement reveals the council's preferred mechanism for converting private knowledge into public action. The five-pound reward, paid in sterling, established a working price for information against the persons responsible for the garden destruction, and indicates the threshold the council regarded as sufficient inducement for an informer to come forward. The sum is the same as that paid annually as urban quit-rent for a substantial frontage on James Valley, marking it as a meaningful but not exorbitant reward, calibrated to elicit cooperation without inviting speculative or false claims. The technique converts an unsolved offence into a monetary problem the inhabitants themselves can resolve, with the council as paymaster rather than detective. The garden contents at the moment of destruction, physick nuts and lemon trees among other plantings, identify the specific crops being targeted. Both were Company improvement crops: the physick nut for industrial oil under the policy articulated when French had been displaced from the lease on 7 April 1711, and the lemon trees as part of the citrus programme imposed under the 1693 Field lease covenants and re-emphasised in the Governor's 9 April instruction. The destruction therefore struck at two of the council's named improvement crops, suggesting the perpetrator either understood that significance or had targeted whatever new plantings were visible behind Worrall's fresh fence. The named locations, Horse Pasture and Lemon Valley, identify the principal Company pasturage outside the immediate Fort district, where stock had been left ranging under the open-common system the Governor had proposed to abolish in his 9 April instruction. The thefts illustrate exactly the diagnostic the Governor had articulated: stock ranging on the common was vulnerable to predation, and the move to enclosed pasture was justified by the very losses now being reported. **Speculations** The institutional response, public advertisement, reward by beat of drum and rhetorical framing as devil-possession, reveals how seriously the council viewed the

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			threat the act posed to its wider reform programme. If newly planted improvements could be silently destroyed by night without consequence, the entire fencing-and-improvement regime adopted in the spring became precarious. Every planter who had recently fenced his ground in compliance with the 25 March 1712 deadline, every executor placing children's cattle as breeding stock, every Company garden being replanted to citrus or physick nuts depended on the basic assumption that night-time security of fresh improvements was maintained. The five-pound reward and the moralising language were designed to restore that basic assumption.
169	169	Whomsoever will Acqua[i]nt the Government of Any Such Robbery Shall be [p]aid the full Vallue of Such Cattle, Hogs, Goates, Sheep &c. for a Reward, and Shall be Accoumted a Friend to the Lords [P]roprietors and an honest well wisher to this Island. Dated at the United Castle in James Vally this 2 day of May. 1711. J[n]o Roberts Edw[d] Mashborne W[m] Mar[s]de[n] Dani[el] Griffith Matthew Bagett Island S[t] Helena At a Consultation held on Wednsday the 9[th] day of May. 1711. At the United Castle in James Vally Pr[es]t J[n]o Roberts Esq[r] Governour Edw[d] Mashborne Dep[ty] Govern[r] W[m] Marsden 3[d] in Councill Daniel Griffith 4[th] in Councill Matthew Bagett 5[th] in Councill M[r] Carne appeared this day and Offered Security for the Money of [...] Keelings Orphans, According to an Order of Councell bearing date 28[th] of March Last the Account of those Orphans Cafh being in his hands Amounts to Three Hundred Twenty One [p]ound, Three Shillings and four [P]ence. Ordered That a Bond be drawn up, and that he give his Land for Security and a hou[s]e and Ground in James Vally that the Said Bond be Executed Next Councill day [P]rovided We do finde that the Estate aforesaid will Suffeceently Anfwer for the [P]rincipall and Interest. It is Likewise Ordered. That Ellinor Keeling being a Woman grown that he have Sixteen [P]ound Sixteen Shillings Allowed him for boarding of her, and findeing of her In Meat Drink, Washing, Lodgeing and Cloathing &c. as becomes a Girle of her Quallity [yt] being Likewife her Request She being [P]refent.	The advertisement continued: whoever should acquaint the government of any such robbery would be paid the full value of the cattle, hogs, goats or sheep recovered as a reward, and would be accounted a friend to the Lords Proprietors and an honest well-wisher to the island. Dated at the United Castle in James Valley this 2 May 1711. Signed: John Roberts, Edward Mashborne, William Marsden, Daniel Griffith, Matthew Bazett. Island of St Helena. The council convened on Wednesday 9 May 1711 at the United Castle in James Valley. Present: John Roberts Esquire, Governor; Edward Mashborne, Deputy Governor; William Marsden, third in council; Daniel Griffith, fourth in council; Matthew Bazett, fifth in council. Carne appeared that day and offered security for the money of the Keeling orphans, according to an order of council dated 28 March last. The account of those orphans' cash in his hands amounted to three hundred and twenty-one pounds three shillings and fourpence. The council directed that a bond be drawn up, and that Carne give his land and a house and ground in James Valley as security. The bond was to be executed at the next council day, provided that the estate aforesaid would sufficiently answer for the principal and interest. The council further directed that Ellinor Keeling, now a woman grown, be allowed sixteen pounds sixteen shillings for her boarding, and for finding her in meat, drink, washing, lodging and clothing, as became a girl of her quality. This was at her own request, she being present. **Interpretations** The Carne security arrangement reveals the council's working method for converting an outstanding orphan-fund balance into a properly secured bond under the loan-recording reform of 28 March 1711. The principal sum, three hundred and twenty-one pounds three shillings and fourpence, identifies the accumulated cash of the Keeling orphans held in Carne's hands, and the security offered, his land together with a house and ground in James Valley, identifies the dual asset base, rural and urban, that he could put up against the obligation. The structure parallels the wider documentary reform: an old informal trust converted into a formal bond with itemised collateral, executed on a defined future council day, conditional on the council's satisfaction that the security was adequate. Carne's reappearance here, with the orphans' cash now under formal council scrutiny, traces the long arc of the Carne case identified in the handover record: his original bond drawn at six per cent in January 1708 against the council order at eight per cent, his use of the Beale orphans' money at the same time, the 26 August 1710 letter from his agent Robert Goodwin at Bencoolen, and the systematic investigation through the Court of Orphans of 28 March 1711. The present

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			consultation marks the executive phase of that long sequence, with the substantive procedural remedy, formal bond with adequate security, now being implemented for the Keeling estate. Carne was being brought into the new regime as a defendant rather than as the privileged borrower of the previous Governor's discretion. The Ellinor Keeling maintenance award of sixteen pounds sixteen shillings provides the first specific datum for the boarding rate applied to a girl come of age within the orphan system. The figure represents an annual rate substantially below the seventeenth-century Court of Wards level for English heirs, but consistent with the colony's small-establishment economics. The phrase as became a girl of her quality identifies that the council was assessing the rate against her station, not against a uniform orphan minimum, and that quality on the island was a recognised category distinct from mere age and need. The maintenance covered meat, drink, washing, lodging and clothing, matching the standard care formula applied to Anthony Beale at forty shillings per year, although at substantially higher value reflecting Ellinor's adult status and quality. **Speculations** The careful choice to defer execution of the bond to the next council day, rather than execute it on 9 May 1711 itself, was probably designed to allow time for valuation of the offered properties. The qualification provided we do find that the estate aforesaid will sufficiently answer reserved the council's option to refuse the security if examination disclosed any defect, encumbrance or insufficiency. By building the inspection into the timetable, the council ensured that the bond when executed would be backed by examined and approved assets, rather than by collateral asserted but never tested. The procedure was the executive parallel to the reformed loan-entry system in the store books: every secured advance now had to be supported by checked and approved collateral, not merely by paper representation.
170	170	The Storekeeper Reports that the Arrack is all gone and [P]eople being Sickly are very [P]reffing for more Ordered That Cap[tn] Arlond be Requested to Spare Us Some if has any, and Cap[tn] Arlond being Sent for to the Councell does think he Can Spare Us Three Leagers though it will Leave him he Says very bare, and thereupon it was Agreed for at the [P]rice of Eight Shillings [þ] Gallon, but having no boat to Land it but a Small Yaul Requested Our Long Boat which was granted [P]rovided his Carpenter Should first Caulk her all Over Again before they Lancht her, which he was willing to doe and Offered to Serve Us in any thing that might be for the Hon[ble] Companys Service and Interest. J[n]o Roberts Edw[d] Mashborne W[m] Mar[s]de[n] Dani[el] Griffith Matthew Bagett Island S[t] Helena At a Consultation held on Monday the 21[s] day of May. 1711. At the United Castle in James Vally. Pr[es]t J[n]o Roberts Esq[r] Governour Edw[d] Mashborne Dep[ty] Govern[r] W[m] Marsden 3[d] in Councill Daniel Griffith 4[th] in Councill Matthew Bagett 5[th] in Councill The Petition of Margaret Sich and Benjamin Sich Setting forth that your [P]etetioners having Fenced in Our Land, and [p]lanted Wood According to Law. Humbly defires that your Worship and Councill will be [P]leafed to E[s]tablish your [P]etetioners in their [P]ropertys.	The storekeeper reported that the arrack was all gone, and that people, being sickly, were very pressing for more. The council directed that Captain Arland be requested to spare some if he had any. Arland, being sent for to the council, thought he could spare three leaguers, although it would leave him very bare. The price was agreed at eight shillings per gallon. Having no boat to land it except a small yawl, he requested the use of the council's long boat, which was granted, on condition that his carpenter first caulk her all over again before launching her. He was willing to do so, and offered to serve the council in anything that might be for the Honourable Company's service and interest. Signed: John Roberts, Edward Mashborne, William Marsden, Daniel Griffith, Matthew Bazett. Island of St Helena. The council convened on Monday 21 May 1711 at the United Castle in James Valley. Present: John Roberts Esquire, Governor; Edward Mashborne, Deputy Governor; William Marsden, third in council; Daniel Griffith, fourth in council; Matthew Bazett, fifth in council. The petition of Margaret Sich and Benjamin Sich was read. They had fenced in their land and planted wood according to law. They humbly desired the council to establish them in their properties. Signed: 21 May 1711, Margaret Sich, Benjamin Sich. **Interpretations** The arrack scarcity reveals how the council managed a shortage of a medically valued commodity at a moment of widespread sickness. The storekeeper's report that people being sickly are very pressing for

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		And your [P]etetioner as in duty bound Shall Ever [P]ray &c May 21[st] 1711. Margyrat Sich Benjamin Sich	more identifies arrack here in its therapeutic rather than recreational role, used as a fortifying spirit during illness, parallel to the medicines line of seventy-nine pounds five shillings ninepence in the previous month's account. The two-week interval since the 9 May consultation had seen the existing seventy-gallon reserve fully consumed, despite the council's instruction of 18 April to dispose of it moderately. The depletion outran expectation, and the council was forced to seek emergency replenishment from a visiting captain rather than wait for a Company sailing. Captain Arland's three leaguers offered at eight shillings per gallon establishes the immediate market price for arrack on the visiting-ship market, intermediate between the Fort's earlier Batavia rate of eight pence and the inhabitants' twelve shillings of the previous month. The eight-shilling price represents the merchant captain's wholesale rate for transferring stock from a passing ship to the Company store, against which the council could re-mark the goods for retail sale. The price reflected both the convenience to the council of securing supply on the spot and the captain's bare-availability terms, since the transfer would leave him very bare for his own onward voyage. The Sich petition continues the running sequence of establishment petitions under the 6 April 1711 registration preamble. Margaret and Benjamin Sich appear as joint petitioners, suggesting a sibling or family co-holding rather than separate tenures, and their petition uses the now standard formula, fenced in their land and planted wood according to law. The inclusion of wood planting as an explicit element of the petition, alongside fencing, identifies that the registration standard required not only enclosure but evidence of woodland management in compliance with the wider preservation policy articulated by the Governor on 9 April 1711. The Sich petition is the first in the recorded sequence to specifically state that wood had been planted as well as land fenced, suggesting that the wood-preservation element of the policy was now being routinely incorporated into the petition standard. **Speculations** The eight-shilling price for the Arland arrack is striking when set against the council's earlier reluctance to release the previous stock at twelve shillings per gallon. The market had shifted by less than a month: from a position of high-priced scarcity managed by moderate disposal, to a position of total depletion bought back at two thirds of the previous retail price. The arithmetic suggests the council had calculated wrongly in April, treating the twelve-shilling retail price as a profit-taking opportunity rather than as a scarcity signal warranting tighter rationing. The 9 May replenishment recovers from that error by accepting lower-cost replacement from a passing ship rather than absorbing higher prices at the next Company sailing.
171	171	Ordered That a Warrant be Issued Out to M[r] Bagett to Measure the Same Accordingly. The Petition of Gabriell [P]owell [P]lanter Setting forth that he has Fenced in his Land According to Law. Humbly defires that your Worship and Councill will be [P]leafed to E[s]tablish your [P]etetioner in his [P]roperty. And your [P]etetioner as in duty bound Shall Ever [P]ray &c May 18[th] 1711. Gabriell [P]owell Ordered. That a Warrant be Issued Out to M[r] Bagett to Measure the Same Accordingly.	The council directed that a warrant be issued to Bazett to measure the Sich land accordingly. The petition of Gabriel Powell, planter, was read. He had fenced in his land according to law. He humbly desired the council to establish him in his property. Signed: 18 May 1711, Gabriel Powell. The council directed that a warrant be issued to Bazett to measure the same accordingly. The petition of Thomas Gargen, planter, was read. He had fenced in all his own land and the land hired of the Honourable Company, according to law. He humbly desired the council to establish him in his property. Signed: 14 May 1711, Thomas Gargen. The council directed that a warrant be issued to Bazett to measure the same accordingly. The petition of Thomas Swallow senior, planter, was read. He had fenced in all his own land and the land

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		The Petition of Thomas Gargen [P]lanter Setting forth that he has Fenced in all his Own Land, and Likewife Land hired of the Hon[ble] Comp[a] According to Law. Humbly defires that your Worship and Councill will be [P]leafed to E[s]tablish your [P]etetioner in his [P]roperty. And your [P]etetioner as in duty bound Shall Ever [P]ray &c May 14[th]. 1711. [T] Gargen Ordered That a Warrant be Issued Out to M[r] Bagett to Measure the Same Accordingly. The Petition of Thomas Swallow Sen[r]. [P]lanter Setting forth that he has Fenced in all his Own Land, and Likewife Land hired of the Hon[ble] Comp[a] According to Law. Humbly defires that your Worship and Councill will be [P]leafed to E[s]tablish your [P]etetioner in his [P]roperty. And your [P]etetioner as in duty bound Shall Ever [P]ray &c May 19. 1711. Tho[s]: Swallow Sen[r]. Ordered That a Warrant be Issued Out to M[r] Bagett to Measure the Same Accordingly. The Governour Reports that Cap[tn]. Arlond makes Abundance of Scruples about Sending the Arracka Shoar bought of him the 9[th] Instant, and thinks that he and his Owners will Come into trouble if it Should be deemed brea[k]ing of Bulk. As the Island is Very Sickly and We No Lequor in the Store Even what We Ufe We Borrow and Sence the whole defpendance of the [P]eople is Upon the Store haveing No Money to buy any Out of Shipping. Ordered That the following Letter be Sent home.	hired of the Honourable Company, according to law. He humbly desired the council to establish him in his property. Signed: 19 May 1711, Thomas Swallow senior. The council directed that a warrant be issued to Bazett to measure the same accordingly. The Governor reported that Captain Arland made abundance of scruples about sending the arrack ashore that had been bought of him on 9 May. Arland thought he and his owners would come into trouble if it should be deemed breaking bulk. The island was very sickly and the store had no liquor, even what was used being borrowed. Since the whole dependence of the people was upon the store, having no money to buy any out of shipping, the council directed that the following letter be sent home. **Interpretations** The three back-to-back petitions of Powell, Gargen and Swallow extend the now familiar registration sequence to a further set of established planters, all named in earlier records of the period. Gabriel Powell had been one of the three independent planters surveying the Lords Proprietors' plantations on 21 November 1710, alongside Henry Francis and Thomas Gargen, and is here completing the regularisation of his own holding through the same procedure that Francis had followed on 27 April. Thomas Gargen, by now well established in the colony's affairs through his bond settlement of 18 April and his marriage to the widow Richard Alexander of 27 April, here adds the registration of his own and his hired Company land to his recent transitions. Thomas Swallow senior introduces a generational marker, the senior suggesting a son of the same name also resident, and links to the earlier petition of Robert Swallow, the condemned man under sentence of whipping and banishment, on 5 April. The Swallow family appears across the records in radically different conditions, from condemned petitioner to senior planter, illustrating the variety of fortune within a single name. The breaking bulk issue exposes a particular legal hazard in the Arland transaction. Under the Company's commercial regulations, a ship's outward cargo was meant to reach its consigned destination without partial off-loading en route, and any deliberate sale of cargo at an intermediate port constituted breaking bulk, an offence against the owners and a potential ground for action against the captain. Arland's three-leaguer sale to the council had been agreed in good faith, but on reflection he and his owners were now concerned that the transfer would be characterised as breaking bulk if the goods were landed at St Helena. The hesitation reveals the gap between the council's emergency procurement needs and the commercial discipline of Company shipping, with captains exposed to personal liability for accommodating local requests. The phrase the whole dependence of the people was upon the store identifies the structural condition of the colony's supply economy. Inhabitants had no independent purchasing capacity from visiting shipping because they had no money, only store credit. The Company store was therefore the single point of access to imported goods for the entire civilian population, and any failure of the store's supply translated directly into a deprivation of the people. The arrack scarcity was therefore not a luxury problem but a public health one, with sickly inhabitants unable to obtain even the medicinal spirit they required. **Speculations** The council's choice to write to London rather than press the immediate transaction probably reflected a calculation that the supply crisis would not be resolved by forcing one reluctant captain to land three leaguers against his commercial judgement. The captain's

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			reservations would have transferred to the next visiting captain in similar circumstances, and the council needed a general clearance from London that would license future emergency procurement rather than a one-off concession from Arland. The letter home, of which the present consultation records only the decision to send it, was therefore a policy document rather than a complaint, seeking to establish a category for legitimate local emergency purchase outside the breaking-bulk prohibition.
172	172	Cap[tn] Arlond S[r] your Confent to Supply Us with three Leagers of Arrack As in Confultation of the 9[th]. Instant is Expreft, and Now you have Our Long Boat, We defire you to Send the Same A Shoar you Need not doubt but Our Hon[ble] Masters will take it well of you Sence you your Selfe is a Witness of Our [P]reffing Necefsity and the Islanders So Very Sickly We Affureare you it will be a great kindness to Us, and a [P]erticular Service done to Our Hon[ble] Mafters S[t] Helena May 21[st]. 1711. We are Your affectionate Friends J[n]o Roberts Edw[d] Mashborne W[m] Marsden The Cap[tn]ns Anfwer Gentlemen In Anfwer to yours of this days date, at my Comeing from Bengall I thought Should Arrive time Enough at the Cape Of g[oo]d hope to Save the Dutch Fleet, and having made No More [P]rovifeon for Arrack then to Supply Our Ships Company homeward bound, but findeing the Necefsity of the whole Island it at [P]resent In, I will Stre[i]ghten my Selfe to Supply those Necesfities in what Can Spare you, which upon Examenation finde will be about three Leagers, which I would willingly have Sent you Sooner, but was Cautious of Offending the Hon[ble] Company not knowing the Methods Or Rules Relating to the Supply of S[t] Helena, and hope it will be Accoumted a Service as your Letter Implyes and that No Damadge may hereafter Enfue Either to my Selfe or my Owners in So doeing I am Gentlemen S[t] Helena y[e] 21[st]. May 1711. Your most humble Servant [E]drlond The Storekeeper brought in his Account of the Sale of goods from the 25[th]. of March 1711. to the 25[th] of Aprell following. An Account of goods Sold and Delivered from the 25[th] of March 1711 Exclufive to the 25[th]. of Aprell Inclufive Vi[zt].	The council sent the following letter to Captain Arland. Captain Arland. Your consent to supply the council with three leaguers of arrack, as expressed in the consultation of the 9 May, has been recorded. The council now had his long boat, and desired him to send the arrack ashore. He need not doubt that the Honourable Masters would take it well of him, since he was himself a witness to the council's pressing necessity, and the islanders being so very sickly the council assured him it would be a great kindness, and a particular service done to the Honourable Masters. Dated at St Helena 21 May 1711. Signed by John Roberts, Edward Mashborne and William Marsden, as the council's affectionate friends. The captain's answer. Gentlemen. In answer to your letter of this day's date, on his coming from Bengal he had thought to arrive in time at the Cape of Good Hope to save the Dutch fleet, and had made no more provision for arrack than to supply his ship's company homeward bound. Finding the necessity the whole island was at present in, he would straiten himself to supply those necessities in what he could spare them, which on examination he found would be about three leaguers. He would willingly have sent it sooner, but had been cautious of offending the Honourable Company, not knowing the methods or rules relating to the supply of St Helena, and hoped it would be accounted a service, as the council's letter implied, and that no damage might thereafter ensue either to himself or his owners in so doing. Dated at St Helena 21 May 1711. Signed: Arland, the council's most humble servant. The storekeeper brought in his account of the sale of goods from 25 March 1711 to 25 April 1711. Account of goods sold and delivered from the 25 March 1711 to the 25 April 1711. **Interpretations** The exchange of letters reveals the council's preferred mechanism for resolving a captain's commercial scruples without coercion. The council's letter to Arland operates on three distinct levels: it confirms the original agreement of 9 May, it appeals to his personal witness of the island's distress, and it offers an institutional warranty that the Honourable Masters would take it well of him. The third element is the working core of the persuasion. Arland's hesitation arose from concern about offending the Company; the council's response converted that risk into a positive expectation of recognition. The technique placed the council's institutional standing behind the transaction, in effect indemnifying the captain by official endorsement. The phrase a particular service done to our Honourable Masters reframes the sale as an act of merit toward the Company rather than a deviation from cargo discipline. By restating the transaction in this language, the council provided Arland with the form of words he could use in his own report to his owners, recasting what he had feared as breaking bulk into a documented service to the Company's principal establishment. The letter is therefore not merely persuasive but

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			instrumental, supplying Arland with the institutional vocabulary he needed for his own defence. The careful clause not knowing the methods or rules relating to the supply of St Helena reveals an interesting administrative gap. The council's relationship with visiting captains was apparently not codified in any general instruction issued to ships' masters, leaving captains to navigate the question of emergency supply by guesswork or local advice. Arland's reservation was therefore not unreasonable, and his request for the council's letter as documentary cover was a sensible commercial precaution. The exchange exposes the absence of formalised procedure for what was evidently a recurring circumstance, supporting the council's earlier decision to write to London for general clearance. **Speculations** The captain's response also reveals the working culture of mutual accommodation between Company servants and visiting captains. Arland's willingness to straiten himself, despite the commercial risk, depended on the council's ability to frame his cooperation as service to the Company. The letter exchange supplied a documentary record that converted accommodation into recognised service, and the captain accepted that framing with the hope of future endorsement. The transaction is therefore an example of how Company shipping protocols could be flexibly interpreted in extremity, provided the documentary forms were observed.
173	173	Inhabitants Vi[zt] £ s d £ s d Nailes Sorted 16 6½ Haberdashery Ware 3 14 11 Iron Mongers Ware 11 Shoes 1 Tinmans Ware 3 11 Stationers Ware 1 2 Goods formerly the Old Companys 4 Navall and Garrison Stores 2 Brasiers Ware 2 5 Hosiers Ware 6 7 Hatts 1 7 Pewterers Ware 4 4 Woollen goods 9 3 10½ Cullary Ware 1 1 2½ Tobacco Pipes 5 9 Soap 1 13 1½ Tobacco 31 pound 3 2 Provisions 4 [ƥ] flour and 1 [ƥ] Butter 2 6 Salt 2¾ Bushells 16 6 Indian Silk 3 5½ Arrack 130½ Gallons at 12	Account of goods sold and delivered to the inhabitants between 25 March 1711 and 25 April 1711: Nails sorted £0 16s 6½d Haberdashery ware £3 14s 11d Ironmonger's ware £0 11s 0d Shoes £1 0s 0d Tinman's ware £3 11s 0d Stationer's ware £1 2s 0d Goods formerly the Old Company's £0 4s 0d Navy and garrison stores £0 2s 0d Brazier's ware £2 5s 0d Hosier's ware £6 7s 0d Hats £1 7s 0d Pewterer's ware £4 4s 0d Woollen goods £9 3s 10½d Cutlery ware £1 1s 2½d Tobacco pipes £0 5s 9d Soap £1 13s 1½d Tobacco, 31lb £3 2s 0d Provisions, 4lb flour and 1lb butter £0 2s 6d Salt, 2¾ bushels £0 16s 6d Indian silk £3 5s 5½d Arrack, 130½ gallons at 12s per gallon £78 16s 0d Romalls £5 0s 0d Sugar, 381lb at 10d per lb £15 7s 6d Linen from India £6 0s 0d Sugar candy, 52lb at 15d £3 5s 0d Island shoes and pumps £1 10s 0d Linen from England £3 0s 0d Rape oil £0 12s 3d Sub-total inhabitants £123 19s 9½d Account of goods sold and delivered to the Fort and General Table between the same dates: Ironmonger's ware £0 0s 2d Tinman's ware £0 0s 6d Cutlery ware £0 13s 1d Pewterer's ware £0 1s 10d Provisions, 24lb flour £0 9s 0d Beef and suet, 108lb suet at 6d per lb £2 12s 0d Arrack, 18¼ gallons at 12s per gallon £10 19s 0d Sugar, 68lb £2 16s 8d Salt, 3 bushels £0 18s 0d Tobacco pipes £0 1s 6d Soap £0 8s 1½d

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		78 16 Romalls 5 Sugar 381 pound at 10 15 7 6 Lennen from India 6 Sugar Candy 52. at 15 3 5 Island Shoes and [P]umps 1 10 Lennen from England 3 Oyle Rape 12 3 123 19 9½ Fort and Generall Table Vi[zt] Ironmongers Ware 2 Tinmans Ware 6 Cullary Ware 13 1 Pewterers Ware 1 10 Provisions 24 pound flour 9 Beef and Suet 108 Suet at 6 2 12 Arrack 18¼ Gallons at 12 10 19 Sugar 68 pound 2 16 8 Salt 3 Bushells 18 Tobacco pipes 1 6 Soap 8 1½ Tobacco 2 pound 4 Surratt Soap 1 pound 6 Sugar Candy 13 9 Pepper 1 pound 5 Oyle Rape 2 Quarts 3 6 21 18 5½ Carried Over 145 17 11	Tobacco, 2lb £0 4s 0d Surat soap, 1lb £0 0s 6d Sugar candy £0 13s 9d Pepper, 1lb £0 0s 5d Rape oil, 2 quarts £0 3s 6d Sub-total Fort and General Table £21 18s 5½d Carried over: £145 17s 11d. **Interpretations** The arrack pricing in this account confirms the parity now operating between the Fort and the inhabitants at twelve shillings per gallon. The previous accounts of the winter had shown a sharp differential, with the Fort receiving arrack at five shillings sixpence or eight pence per gallon while inhabitants paid twelve shillings. In the present month, both accounts charge the same twelve-shilling rate. The shift represents either an end to the tiered pricing structure or, more likely, a depletion of the cheaper Fort reserve forcing both Fort and inhabitants onto the same higher-priced residual stock. The pattern is consistent with the storekeeper's report of full depletion on 9 May, just two weeks after this account closed. The inhabitants' arrack consumption of 130½ gallons at seventy-eight pounds sixteen shillings dominates the account, exceeding even the woollen goods line of nine pounds three shillings tenpence halfpenny by an order of magnitude. The reversal of proportion from earlier months, where woollens had been the leading line, signals the developing sickness on the island and the high medical demand for arrack. The combined inhabitants' and Fort consumption of 148¾ gallons in the month would have drawn down the available stock substantially, supplying the missing context to the 9 May depletion report. The 381 pounds of sugar at tenpence per pound to inhabitants represents a meaningful price reduction from the previous winter's twelve pence per pound rate. The intermediate price may reflect either the entry of more island sugar into the market, displacing the imported and reducing its premium, or simply a different consignment at a lower wholesale cost. The retail price of imported sugar is now closer to the island sugar bench-mark of approximately ninepence per pound recorded in the February accounts, suggesting convergence between domestic production and imported supply at this point. **Speculations** The exact parity in arrack pricing between Fort and inhabitants in this account, contrasted with the sharp differentiation of earlier months, suggests a single residual stock being drawn down on uniform terms across both lines. The council had probably abandoned the tiered pricing structure for arrack once the cheaper Fort reserves were exhausted, accepting that the remaining inventory would be priced uniformly until new supply arrived. The pattern lights up the actual mechanism behind tiered pricing: it operated only where separate stocks existed, and collapsed to uniform pricing when only a single stock remained. The economic technique was therefore a function of inventory structure, not a policy applied to a single commodity pool.
174	174	Brought Over £ s d £ s d 145 17 11 Fortifications Vi[zt] Ironmongers Ware 2 3 5 Arrack 2 q[ts] 6 Oyle Linceed 1 Gallon 8	Brought over: £145 17s 11d. Account of goods sold and delivered to the Fortifications between 25 March 1711 and 25 April 1711: Ironmonger's ware £2 3s 5d Arrack, 2 quarts £0 6s 0d Linseed oil, 1 gallon £0 8s 0d Sub-total Fortifications £2 17s 5d Account of goods sold and delivered to the Plantation between the same dates: Haberdashery ware £0 0s 8d

BL Image No.	Document No.	OCR Transcription	Modern Interpretation
		2 17 5 Plantation Vi[zt] Haberdashery Ware 8 Ironmongers Ware 1 8 9 Woollen goods 19 2 8 5 Garrison Vi[zt] Haberdashery Ware 1 2 Navall and Garrison Stores 1 Oyle Rape ½ Gallon 3 6 5 8 Totall 151 9 5 J[n]o Roberts Edw[d] Mashborne W[m] Mar[s]de[n] Dani[el] Griffith Matthew Bagett	Ironmonger's ware £1 8s 9d Woollen goods £0 19s 0d Sub-total Plantation £2 8s 5d Account of goods sold and delivered to the Garrison between the same dates: Haberdashery ware £0 1s 2d Navy and garrison stores £0 1s 0d Rape oil, ½ gallon £0 3s 6d Sub-total Garrison £0 5s 8d Total: £151 9s 5d. Signed: John Roberts, Edward Mashborne, William Marsden, Daniel Griffith, Matthew Bazett. **Interpretations** The post-Lady-Day account closes with the sharpest contraction in the storekeeper's sequence. Against the preceding month's two thousand and twenty-two pounds, the present total of one hundred and fifty-one pounds nine shillings fivepence represents a fall to approximately seven and a half per cent of the prior month's volume. The contraction confirms how heavily the April figure had been inflated by the *Mead Frigate* consignment, and identifies the underlying base level of routine monthly store activity in the colony as lying in a range of approximately one hundred and thirty-five to two hundred and ninety-four pounds visible across the winter accounts. The present figure sits at the lower end of that range, reflecting both the post-Lady-Day reset and the additional drag of the developing sickness on routine purchasing. The Fortifications account, dominated weeks earlier by hundreds of pounds of timber, ordnance and naval stores, now shows only two pounds seventeen shillings fivepence in routine supplies. The two-quart arrack issue at six shillings indicates the working spirit ration for workmen on continuing fortification activity, and the gallon of linseed oil at eight shillings supplied lubricant or preservative needs. The collapse of the Fortifications line from over nine hundred pounds to under three pounds reveals how the construction programme had moved from material procurement to material consumption: the goods received in the previous month were now being worked into the structures rather than booked through the store as fresh receipts. The Garrison account at five shillings and eightpence is the smallest single sub-total in any month of the recorded sequence. The contrast with the preceding month's four hundred and thirty-one pound nineteen shilling Garrison consignment, which had included forty barrels of gunpowder, two hundred swords and the medicines, illustrates the binary character of garrison supply: a single major resupply event from incoming shipping, followed by months of trivial routine purchases as the consignment is absorbed into use. The garrison was now equipped for a long period from the April delivery, and the store-book activity reflected only the small consumables of daily operation. **Speculations** The structural pattern revealed across the storekeeper's accounts from October 1710 through April 1711 shows the colony's store operating in a binary mode between consignment months and base months. Consignment months coincide with incoming Company shipping, generating one-off totals an order of magnitude above the base level as new stock is booked through the store; base months reflect the underlying domestic activity of the colony at the rates demand and credit permit. The April 1711 figure sits at the lower end of the base range, reflecting both the Lady Day reset and the early effect of the developing sickness on broader purchasing.

BL Image No.	Document No.	OCR Transcription	Modern Interpretation
175	175	Island S[t] Helena At a Consultation held on Tuesday the 29[th] day of May 1711. at the United Castle in James Vally. Pr[es]t J[n]o Roberts Esq[r] Governour Edw[d] Mashborne Dep[ty] Governour W[m] Marsden 3[d] in Councill Daniel Griffith 4[th] in Councill Matthew Bagett 5[th] in Councill Cap[tn] Mashborne Reports that the hard Winds Sunday Night blew down the Old Blacks hou[s]e on the Country, Neither kill[]ed Or hurt any of the Blacks, they Runn[i]ng Out So Soon as it began to Crack. This Councill does think it for the Hon[ble] Companys Interest Since this New plantation is made to build a blacks hou[s]e their for Such a Number of Blacks as may Manage it, and at Lufkins Another with Lodgeing[s] for the Overseers in them but as We Cant [P]roceede in building of them for want of Timber and dealer Cap[tn] Mashborne must make the best Shift he Can, Let him [s]patch up the Old [p]lantation hou[s]e and make that bafe to Lodge them their in the Mean time, for We may Reasonably Expect a Store Ships Every hour. Jonathan Doveton free[]holder defires that his Agreement for a hou[s]e in this Valley bought of M[rs] Mary Field for the Sum of Seventy [P]ound in the Year 1707. of which Fefty [P]ound was paid down and in 1708 Twenty [P]ound more paid to John Alexander. Ordered That a [P]lan of the Ground be forthwith made and the Same Shall then be Registerd and he Confermed in the Said hou[s]e and Garden. Robert Marsh Freeholder and Elizabeth his Wife brought the Inventory of John Long former Hu[s]band to the Said Elizabeth which was Sworne to and Excepted for a true Inventory. The Petetion of John Long Setting forth that your [P]etetioner is Certefyed that Letters of Adminif[t]ration to his Fathers Estate John Long Deceased are Requested to be Granted to his Mother Now Elizabeth Marsh and an Inventory of the Said Estate already taken and Appra[i]sed by Order of the Governour and Councell, He your [P]etetioner in duty been [...]as he Imagines himself not only for himself but five Other Children, most of them Small To Certify, the Governour and Councell that an Inventory was formerly taken and Appra[i]sement made of his Fathers Estate and Agreed too by her Mother Elizabeth Marsh, As also by Robert Marsh her Hu[s]band, and More- over he the Said Robert Marsh Allowed your [P]etetioners Mother to give a Writing under her hand and Seale for the Sum of One hundred [P]ounds to gathe Out of the Said Inventoryt Estate, As also he the Said Robert Marsh hath taken Into his [P]ofefseon all the Said Estate Increafe of Stock Marking	The council convened on Tuesday 29 May 1711 at the United Castle in James Valley. Present: John Roberts Esquire, Governor; Edward Mashborne, Deputy Governor; William Marsden, third in council; Daniel Griffith, fourth in council; Matthew Bazett, fifth in council. Captain Mashborne reported that the hard winds on Sunday night had blown down the old slaves' house in the country. None of the slaves had been killed or hurt, having run out as soon as the building began to crack. The council considered it in the interest of the Honourable Company, this new plantation being made, to build a slaves' house there for such a number of slaves as could manage it, and another at Lufkin's with lodgings for the overseers. Building could not proceed for want of timber and deals. Mashborne was directed to make the best shift he could, patching up the old plantation house and using it as a base to lodge the slaves there in the meantime. The council might reasonably expect a store ship at any hour. Jonathan Doveton, freeholder, desired confirmation of his agreement for a house in this valley, bought of Mrs Mary Field for the sum of seventy pounds in the year 1707, of which fifty pounds had been paid down, and a further twenty pounds paid to John Alexander in 1708. The council directed that a plan of the ground be made forthwith and registered, and that Doveton be confirmed in the house and garden. Robert Marsh, freeholder, and Elizabeth his wife brought in the inventory of John Long, former husband to Elizabeth, which was sworn to and accepted as a true inventory. The petition of John Long was read. Letters of administration to his father John Long's estate had been requested to be granted to his mother, now Elizabeth Marsh, and an inventory of the estate had been taken and appraised by order of the Governor and council. The petitioner, conscious of his duty not only on his own account but on behalf of five other children, most of them small, certified the council that an inventory had been previously taken and an appraisement made of his father's estate, agreed to both by his mother Elizabeth Marsh and by Robert Marsh her husband. Robert Marsh had allowed his mother to give a writing under her hand and seal for one hundred pounds out of the inventoried estate. Marsh had also taken into his possession the whole of the estate, increase of stock, the marking of cattle, the buying and selling, and acted in all things as the proprietor. **Interpretations** The blowing down of the slaves' house in the country supplies a working example of the colony's vulnerability to weather across its built infrastructure. The Sunday night winds, sufficient to topple a dwelling, repeated the pattern of the January storm damage to the fortifications. The escape of the slaves before the collapse, running out as soon as the building began to crack, indicates that the structure had given warning of failure rather than failing suddenly, and that the inhabitants were sufficiently alert at night to act on the warning. The episode reveals the practical importance of the slave quarters as a working part of the plantation operation: an unhoused labour force could not be deployed effectively, and the loss of the structure created an immediate operational problem. The council's twofold plan, a slaves' house at the new plantation and another at Lufkin's with overseer lodgings, identifies the working geographical structure of the Company's plantation operation in this period. The new plantation, lying on the plain commanded by the February irrigation channel, and Lufkin's, the property purchased by the Company on 26 June 1707,

BL Image No.	Document No.	OCR Transcription	Modern Interpretation
		Cattle, Buyeing Selling and Acting in all Kinds whatsoever as [P]ropriator	were now to be developed as two distinct accommodation centres for slaves and overseers. The pairing of slaves' housing with overseer lodgings at Lufkin's reveals the supervisory model preferred by the council: white overseers were to be quartered alongside their workforce rather than at a distant administrative centre, providing direct on-site supervision of plantation work. The Long inventory and petition open the next stage of a complex stepfather-stepfamily estate problem comparable to the Richard Alexander case settled with Thomas Gargen on 27 April 1711. Elizabeth Long, the widow of the elder John Long, had remarried Robert Marsh and brought the Long estate into the Marsh household. Robert Marsh had taken effective control of the estate, marking the cattle, buying and selling, and acting as proprietor. The elder son John Long, on behalf of himself and five smaller siblings, was now petitioning to assert their inheritance interest in the original Long estate, exposing the same risk addressed at the Alexander settlement: the absorption of a deceased planter's estate into the new household of the remarried widow, without provision for the children of the first marriage. **Speculations** The John Long petition's careful documentation of Robert Marsh's conduct as proprietor suggests that the elder son had been preparing his case for some time, gathering evidence of the absorption pattern before bringing the matter to the council. The hundred-pound writing under the widow's hand and seal was the documentary anchor of the case, providing the council with a written record of the children's claim that Marsh's operational possession could not extinguish. The petition is the most direct stepfather-versus-stepchildren confrontation yet seen in this run of consultations, and the council's response will probably reveal whether the institutional preference for keeping families intact under one household, articulated at the Alexander settlement, can be reconciled with active enforcement of stepchildren's documented inheritance rights against an absorbing stepfather.
176	176	Now whereas your [P]etetioner doth Conceive by the Behaviour of the Said Robert Marsh, he doth not defegne to Comply with any of the Aforesaid Contracts; He most humbly Requests your Worship and Councill would take it Into Confederation and Reccieve this Application Now in the behalfe of himself and the Other Orphans as in your [P]rudence Shall Seem Meet. And your [P]etetioner as in duty bound Shall Ever [P]ray &c May the 29[th] 1711. John Long The Petetioner is Anfwered that he must go and Adjust his Accounts with his Mother and Robert Marsh, and if they Cant Agree to Each Others demands Amongst themselves it Shall be Referred to a Jury to decide the Matter among them. M[r] Thomas Swallow Sen[r]. Requested Leave to Stop up that [p]affage between his and M[r] Griffiths hou[s]e in the Valley, and to Joyn to the Said Griffith and he would No way[s] Detriment him. Ordered That in Cafe it be No Detriment Or Damage to his Neighbour that he do with	The petitioner believed, from Robert Marsh's behaviour, that Marsh did not intend to comply with any of the agreements. He humbly requested the council to take the matter into consideration and to receive his application on behalf of himself and the other orphans, as the council in its prudence thought fit. Signed: 29 May 1711, John Long. The petitioner was answered that he must go and settle his accounts with his mother and Robert Marsh. If they could not agree on each other's demands among themselves, the matter would be referred to a jury to decide. Thomas Swallow senior requested leave to stop up the passage between his house and Griffith's house in the valley, and to join the wall to Griffith's, undertaking that this would in no way damage Griffith. The council directed that, provided no damage was caused to his neighbour, and with Griffith's consent, the wall might be joined. A channel was to be left for water and floods to run through into the street and down to the new storehouse, and care was always to be taken not to injure his neighbour. Robert Swallow had been sentenced by a jury to banishment for theft, and was to leave on the next outward-bound ship. In right of his wife, he had possession of ten acres of land for her life. The land was not fenced in, and no one would buy or give anything for her interest. He prayed leave to sell the land outright, and would take his children off the island with him.

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		M[r] Griffiths Confent Joyn to him Upon Condition he Leave a Channell for the Water or Floods to run through into the Street and down to the New Store hou[s]e and Always take Care not to Injure his Neighbour. Robert Swallow to be Banished, for Theift by a Jury and Is Accordingly to go off on the Next Outward bound Ships in Right of his Wife has [P]ofefsion of Ten Acres of Land, for her Life and the Same not being Fenced in No One will buy Or give any thing to her for the Same, and therefore [P]rays Leave to Sell it Out right, and he will Carry the Children of with him. Jonathan Doveton appeared and Claims [P]art of the Same as having a [P]ropriety in it with the Rest alledgeing that it will be a great Charge to fence it in, and Let whomsoever fence it in they Ought first to buy Out the Childrens Right to the whole and if She Cant get any thing for her Life She has in it, She Ought to have Nothing. Having Considered of the Matter and of the great Number of [P]ersons Concerned and the [P]overty of the Said Swallow and his Wife Now goeing off. It is Ordered. That the Said Ten Acres of Land Shall be Expofed to Sale and Robert Swallow in Right of his Wife Shall have an Equall Share with the Children but Shall not have Liberty to Carry Off any Children but his Own, what She had by her former Hu[s]band are taken Care off, and put Out Apprentices who Are the Lawfull heirs to the Afore[s]aid Ten Acres. The Petetion of M[r] Matthew Bagett Setting forth that he has Fenced in all his Own Land According to Law. Humbly [P]rays that your Worship and Councill will be [P]leafed to Establish your [P]etetioner in his [P]roperty. And your [P]etetioner as in duty bound Shall Ever [P]ray &c May 29. 1711. Matthew Bagett	Jonathan Doveton appeared and claimed part of the same land, asserting a share of the property along with others. He alleged that fencing the land would be a great charge, and that whoever fenced it ought first to buy out the children's right to the whole. If the widow could get nothing for her life interest, she ought to have nothing. The council, having considered the matter, the number of persons concerned and the poverty of Swallow and his wife now departing, directed that the ten acres be exposed to sale. Robert Swallow, in right of his wife, would have an equal share with the children. He was not to have liberty to take any children off the island with him except his own. The children of her former marriage were already taken care of, having been put out apprentices, and were the lawful heirs to the ten acres. The petition of Matthew Bazett was read. He had fenced in all his own land according to law. He humbly prayed the council to establish him in his property. Signed: 29 May 1711, Matthew Bazett. **Interpretations** The council's response to John Long's petition reveals a deliberate choice to handle the stepfather-stepchildren dispute outside formal council adjudication. Rather than rule directly on the documentary evidence Long had assembled, the council directed the parties to settle their accounts among themselves, with a jury reserved as the fallback if private negotiation failed. The technique places domestic property disputes within the family in the first instance, treating council intervention as a remedy of last resort. The reference to a jury, rather than to the council itself sitting in judgement, reflects the council's preference, articulated by the Governor on 5 April 1711, against acting as executors or administrators to orphan estates. The remedy preserved the council's judicial framework for the case while keeping the substantive resolution out of its hands. The contrast with the Richard Alexander settlement of 27 April 1711 is instructive. In that case, the council had supervised a formal agreement between the new stepfather Thomas Gargen and the executors, with bond and sureties securing the children's interests in advance. The Long case lacks any such agreement, and the children's protection is left to the contested operation of inheritance against an unresponsive stepfather. The differing outcomes suggest that the timing of council involvement determined the outcome: early involvement, at the formation of the new household, allowed protective structuring; later involvement, after the stepfather had taken operational control of the estate, left the children with only the jury remedy. The council's resolution navigated between Doveton's hard line and Swallow's request to sell outright. By directing public sale of the whole ten acres, with Robert Swallow taking an equal share with the children on behalf of his wife, the council converted the dispute over the practical worthlessness of the unsold life interest into a divisible cash distribution. The wife's life interest was effectively cashed out at a proportional share rather than retained as an unrealisable claim. The children's apprenticeship status is here identified as their settled provision, with the cash distribution from the land sale operating as a separate inheritance to the legitimate heirs of the previous marriage. **Speculations** The council's choice to refer the Long dispute to a jury rather than rule on it directly reveals a working distinction between two kinds of orphan business: those requiring council-supervised structuring at the moment of household formation, and those reaching the council after the fact requiring substantive adjudication. The

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			council was prepared to do the first but not the second, treating substantive adjudication as a jury matter consistent with the Carne case referred to next Quarter Sessions on 28 March 1711. The pattern suggests an emerging procedural specialism, with the council acting as supervising notary and convening court but not as substantive judge of contested family property claims.
177	177	Ordered. That a Warrant be Issued Out to M[r] Bagett to Measure his Own Land. The Petition of Grace Coulfon Wedow Setting forth that She has Fenced in all her Own Land According to Law. Humbly [P]rays that your Worship and Councill will be [P]leafed to E[s]tablish your [P]etetioner in her [P]roperty. And your [P]etetioner as in duty bound Shall Ever [P]ray &c May 29. 1711. Grace [her] X Coulfon [mer] Ordered That a Warrant be Issued out to M[r] Bagett to Measure the Same Accordingly. The Petition of Walter Belvard [P]lanter Setting forth that he has Fenced in all his Own Land and Likewife Land hired of the Hon[ble] Company According to Law. Humbly [P]rays that your Worship and Councill will be [P]leafed to E[s]tablish your [P]etetioner in his [P]roperty. And your [P]etetioner as in duty bound Shall Ever [P]ray &c May 29[th] 1711. Walter Belvard Ordered. That a Warrant be Issued Out to M[r] Bagett to Measure the Same Accordingly. The Petetion of George Carne Setting forth that he has Complied with thofe So Extraordinary Beneficiall Orders of Labring in Land with Enclofures and [p]lanting Wood Accordingly, he your [P]etetioner Requests his Said Land may be Surveyed his Tittle [P]roved and he your [P]etetioner Confermed in Said Tenure of Land as Probatum and in duty bound Shall Ever [P]ray May 29[th] 1711. George Carne Ordered M[r] Bagett to That a Warrant be Issued Out to Measure the Same Accordingly. The Governour defires to here One Acre of Land Lying a Crofs the path way towards the [F]ourskey hills which has Ever Layn waste. Ordered That the Same be granted and that he have a Leafe thereof at the Usuall Custome. The Governour having Reccieved a Letter of Request from the Cap[tn] Leevtenant of the [P]ortugueze Shipp that went by as Doctor Thomlinfon has Tranflated it, is Vi[zt] May 28. 1711. Old Style. Island S[t] Helena The Petetion of Joseph Coelho de Silvica Cap[tn] Leevtenant of	The council directed that a warrant be issued to Bazett to measure his own land. The petition of Grace Coulson, widow, was read. She had fenced in all her own land according to law. She humbly prayed the council to establish her in her property. Signed by her mark: 29 May 1711, Grace Coulson. The council directed that a warrant be issued to Bazett to measure the same accordingly. The petition of Walter Belvard, planter, was read. He had fenced in all his own land and the land hired of the Honourable Company, according to law. He humbly prayed the council to establish him in his property. Signed: 29 May 1711, Walter Belvard. The council directed that a warrant be issued to Bazett to measure the same accordingly. The petition of George Carne was read. He had complied with the extraordinary beneficial orders for working the land, with enclosures and planting wood accordingly. He requested that his land be surveyed, his title proved, and that he be confirmed in his tenure. Signed: 29 May 1711, George Carne. The council directed that a warrant be issued to Bazett to measure the same accordingly. The Governor desired to hire one acre of land lying across the pathway towards the Fourskey hills, which had ever lain waste. The council directed that this be granted, and that the Governor have a lease of it at the usual rate. The Governor had received a letter of request from the captain lieutenant of the Portuguese ship that had passed by, which Doctor Thomlinson had translated as follows. Dated 28 May 1711, old style. Island of St Helena. The petition of Joseph Coelho da Silva, captain lieutenant of the King of Portugal's East India ship called *Nossa Senhora da Conceição*. **Interpretations** The cluster of petitions from Grace Coulson, Walter Belvard and George Carne extends the registration sequence further into the colony's senior planter and freeholder population, and combines them with Matthew Bazett's own petition from the preceding entry. The council was clearing a broad block of routine establishments in a single consultation, each following the now standardised petition formula and each generating the same standard warrant to Bazett for measurement. Grace Coulson's appearance here as a petitioner in her own right, distinct from her earlier custodianship of her son Bemong Coulson's estate brought forward on 18 April 1711, identifies her as a freeholder in her own name. Her petition for establishment of her own land confirms that the registration system applied to widows holding land independently, not merely to male freeholders or married couples. Her use of a mark rather than a signature follows the pattern of the earlier widow Sanderson petition of 7 April 1711, indicating the level of female literacy in the small landholding population. The earlier handover record places her as a long-standing presence in the colony's land records, with the 30 March 1699 consultation having permitted her voluntary registration of writings during the seizure-and-repayment period. Her present petition completes that arc within the new registration regime.

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		the King of [P]ortugalls East India Ship Called Nostra Seignor da Conception.	The Portuguese petition opens a different dimension of the council's external relations: the receipt of a formal application from a foreign East India ship for assistance or permission of some kind. The captain lieutenant Joseph Coelho da Silva of *Nossa Senhora da Conceição* applied through written petition translated by Doctor Thomlinson, the same physician who had appeared as a deathbed witness to the Coales will on 11 December 1710. Thomlinson's translation role identifies him as the colony's competent Portuguese-speaker, and reveals the practical channel by which Iberian shipping engaged with the English administration on the island. **Speculations** The arrival of the Portuguese petition is the most striking development of the present consultation, breaking the pattern of internal administration that has dominated the spring's business. The translation by Thomlinson and the careful preservation of the captain's dual identifications, royal officer of the King of Portugal, captain lieutenant of a named ship, suggest the council intended to engage formally with the petition through proper channels. The submission breaks off at the heading of the translated text without giving its substance, leaving the actual content of the request for the next entry.
178	178	To the Worshipfull John Roberts Esq[r] Governour of the Forces and of the Island Saint Helena for the Hon[ble] English East India Company. Sheweth Upon Suppofition that your Worship after diligent Exame- nation made whither We are Friends and Subjects of the King of [P]ortu- gall and Officers or Mariners of the Said Ship hath at Last Acknowledged Us as Such. And upon this Application trusting in the Friend[s]hip and good Correspondence which is at present between the two Crowns of England and [P]ortugall the abovesaid Cap[t]. Leevtenant in the Name of the King of [P]ortugall his Lord and Master makes the following [P]etetion Vi[zt] 1[s]. That your Worship would Lend him Upon the Credit of the King of [P]ortugal Three hundred Dollars for the Support of himself and Ship mates, And if he and they Stay here to have Occafion for more that your Worship would [p]leafe to Lend him more upon the aforesaid Credit. 2. That he may have a hou[s]e to himself to Live in According to his Own Manner and Convenience and Another for his Ship mates. 3. That he may have all Such things as are Necessary for the Support of himself and Ship mates at the Common [P]rice of the Island. 4 He begs the Favour that his Men may have a Boat and Fish for their more Convenient Victualling. The aforesaid Money and Expences which Shall be in the time of Our Stay on this Island will be paid upon Account of the	The translated petition, addressed to John Roberts Esquire, Governor of the forces and of the Island of St Helena for the Honourable English East India Company, ran as follows. After due examination, the Governor had at last acknowledged the petitioners as friends and subjects of the King of Portugal, and as officers or mariners of the ship. Relying on the friendship and good correspondence at present between the two Crowns of England and Portugal, the captain lieutenant, in the name of the King of Portugal his lord and master, made the following requests: First, that the Governor lend him three hundred dollars on the credit of the King of Portugal, for the support of himself and his shipmates. If they stayed long enough to need more, the Governor would be pleased to lend further sums on the same credit. Second, that he might have a house to himself to live in according to his own manner and convenience, and another for his shipmates. Third, that he might have all things necessary for the support of himself and his shipmates at the common price of the island. Fourth, that his men might have a boat and fish for their more convenient victualling. The money and expenses incurred during their stay would be paid on account of the King of Portugal, with reasonable interest, in any of his ports of Bahia or Lisbon, or at London, or wherever else the King of Portugal might appoint. In case the Governor still suspected the captain lieutenant and his shipmates not to be friends and not to belong to the King of Portugal, the captain lieutenant petitioned that the same articles be granted on his own personal account and credit, engaging and pawning his own person for the payment, and obliging himself to make good payment with reasonable interest at the first port he reached where there was Portuguese government. This was a copy of the captain lieutenant's petition, as rendered in Latin by another gentleman. The matter was debated in council. After due consideration, the council thought it for the Honourable Masters' interest to lend the petitioners one hundred dollars and some necessaries from the store to clothe them. While they remained on the island the council would be obliged to maintain them whether bills

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		King of [P]ortugall with Reasonable Interest in any of his Said Kings [P]orts of Bahia or Liffon Or Else at London, Or where the Said King of [P]ortugal Shall Appoint. But upon Suppofition your Worship does Still Sufpect the above[s]d Cap[tn]. Leevtenant and Ship mates not to be Friends and belonging to Said King Said Ship. The aforesaid Cap[tn]. Leevtenant [P]etetions that the above Articles may be granted upon his Own [P]roper Account and Credit, Engaging and [p]aw[n]ing his Own [P]erson for the [P]ayment, Obleigeing himself to make good [P]ayment with Reafonable Interest in the Forst [P]ort he Shall Come to where there is [P]ortagueze Government. A Copy of the Cap[tn]. Leevtenants [P]etetion as it was rend[]red me in Latin by the Other Gentleman. Whereupon it was debated in Councill whither they Should have Money Lent them Or not, and after due Confederation, We thought it for Our Hon[ble]. Masters Interest to Let them have One hundred Dollars and Some Necessarys from the Store to Cloath them because while they are here, We Should be Obliged to Maintain them whither they give Us Bills Or not, and Sence they Offer Bills with Interest, We also	were given or not. Since the petitioners had offered bills with interest, the council [...] **Interpretations** The Portuguese petition reveals the working diplomatic and commercial framework within which East Indiamen of friendly powers could request assistance at an English Company station. The petition's structure is formally diplomatic, beginning with the acknowledgement of identity, proceeding through specific requests calibrated to the practical needs of a stranded ship's company, and offering reciprocal payment in named friendly ports. The mention of the friendship and good correspondence at present between the two Crowns of England and Portugal anchors the request in the bilateral relationship under the Methuen Treaty framework of 1703, by which England and Portugal were close allies in the War of the Spanish Succession, then in its later stages. The acknowledgement of identity after diligent examination preserved by the petition reveals that the council had subjected the Portuguese officers to a verification procedure before treating them as legitimate. The phrase whether we are friends and subjects of the King of Portugal and officers or mariners of the said ship identifies the two distinct tests applied: national status, friend or enemy, and personal identity, genuine officer or impostor. The procedure reflects the wartime context, in which French or Spanish actors might attempt to use Portuguese cover to obtain English assistance, and indicates that the council exercised real discretion rather than automatic hospitality. The council's decision to reduce the loan from three hundred to one hundred dollars, while supplying some necessaries from the store to clothe the petitioners, reveals the working balance between hospitality and prudence. The council recognised that obligation to maintain the petitioners during their stay attached regardless of whether bills were given, framing the loan as a paid alternative to free maintenance rather than as a discretionary advance. The reasoning, that while they are here, we should be obliged to maintain them whether they give us bills or not, identifies a customary obligation of hospitality to friendly subjects in distress that operated independently of the formal loan arrangement. **Speculations** The Portuguese petition also reveals the wider operational reality of the South Atlantic trade routes in this period. St Helena's position on the homeward leg of the East Indies trade made it a natural stopping point for ships of multiple nations, and the requirement to provide diplomatic and material assistance to friendly powers' shipping was a recurring institutional burden, not an isolated event. The Portuguese officers' petition probably followed a recognised template developed in earlier similar cases, with the four practical requests and the fallback personal credit clause appearing as standard elements. The council's familiar handling of the petition, debating it as a routine matter in council and reaching a reduced-scale settlement, indicates that this kind of business was procedurally familiar even if substantively unusual in the present session's records.
179	179	Ordered That an Anfwer be drawn up and Sent them which was done Accordingly and is Vi[zt] To Joseph Coelho da Selvia who writes himself Cap[t]. Leevtenant of the King of [P]ortugall East India Ship Named Nostra Seignor da Conception. S[r]	The council directed that an answer be drawn up and sent. It ran as follows. To Joseph Coelho da Silva, who writes himself captain lieutenant of the King of Portugal's East India ship named *Nossa Senhora da Conceição*. Sir. This was in answer to the writing given the Governor the previous day, dated 28 May instant old style. The Governor now came to answer that request.

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		This is in Anfwer to a Writing from you given me Yesterday but bears date the 28[th] Instant Old Stele to which Writing Or Request I Come Now to Anfwer. As to your first Suppofition and what you take for granted that I have Acknowledged after a thorough Examenation you to be his Majesty of [P]ortu- gall Subjects. I am willing to Beleeve the best and Could wish I was truly Sattis- feed as to that point whither you Realy are his Majesty of [P]ortugall Subjects Or not, the great and Good Correspondence and Amety their is between the Two Crowns of Great Brittain and [P]ortugall, together with the Sevell Vfage and treatment the Hon[ble] English East India Company Ships has from tome to tome Met with at Brazile and Other parts of his Royall Majesty of [P]ortugalls Dominions is Enough to Incite any Englishman to treat Such Friends with all the Sevellity I may imadel as I Affure you it does me Even to a Fondness, but the Unaccountable Actions of your Captain in Comeing in here his way and Manner and Managing his Ship So much Like an Enemy that If a Friend I am Sure No Seaman Alive Can Account for Such Actions I am the better able to Judge of this Matter having Comman- ded at Sea and have been brought up from my Youth in Sea Service. And then again the Incoherence and Contradections in depofen[s] both Officers and Marriners, One would hardly believe Could be So different from [P]eople belonging to the Same Ship, for is it not very Strange that Neither Officer Nor Marriner in Such Long Voyages as theefe Can Agree as to the Number of Men and Guns you have Mounted on your Ship, I Shall proceed No further as to [P]erticulars but to this [P]oint Anfwer your First Article. For the Loan of Three Hundred Dollars On the Credit of the King of [P]ortugall for the Support and Maintenance of your Selves and Ship mates I Say you Seem to Me to be Gentlemen and your Bills upon his Majesty of [P]ortugall Embassadour in London is Sattisfactory as well for what Charges We have been at Already for the Maintaineing of your Selves and Seamen, As for what you may have Occafion for hereafter, So't[s] verily believe if you are Friends Our Bills will be duly Honoured and if Otherwafe you have a double Obligation upon you, for Such kinde treatment. Secondly you defire a Hou[s]e to Live in According to your Own Conveniency and Another for your Ship mates having granted you, [v]e[d] As in the [P]receeding Article, You may Agree upon the best terms you Can for any hou[s]e in the Town, but as We have a Ship in the Road that Lyes	As to the petitioner's first supposition, that the Governor had acknowledged him and his shipmates as subjects of his Majesty of Portugal after thorough examination, the Governor was willing to believe the best, and could wish he were truly satisfied on that point. The great and good correspondence and amity between the two Crowns of Great Britain and Portugal, together with the civil usage and treatment the Honourable English East India Company's ships had met with from time to time at Brazil and other parts of his Royal Majesty of Portugal's dominions, was enough to incite any Englishman to treat such friends with every civility. The Governor assured the petitioner it did so even to a fondness. But the unaccountable actions of the captain in coming in to the road, his way and manner of managing his ship, were so much like an enemy that, if a friend, no seaman alive could account for such conduct. The Governor was the better able to judge this matter, having commanded at sea and been brought up from his youth in sea service. There were also incoherences and contradictions in the depositions of both officers and mariners. One could hardly believe people belonging to the same ship could differ so widely. It was very strange that on so long a voyage neither officer nor mariner could agree on the number of men or guns mounted on the ship. The Governor would proceed no further as to particulars, but came to answer the first article. As to the loan of three hundred dollars on the credit of the King of Portugal for the support of the petitioner and his shipmates, the petitioner and his colleagues seemed to be gentlemen, and their bills on his Majesty of Portugal's ambassador in London were satisfactory both for charges already incurred in maintaining them and their seamen, and for what might be needed hereafter. The Governor verily believed that if they were friends the bills would be duly honoured; and if otherwise, they were under a double obligation for such kind treatment. Secondly, the petitioner desired a house to live in according to his own convenience and another for his shipmates. This was granted as in the preceding article, and the petitioner might agree on the best terms he could for any house in the town. But as there was a ship in the road that lay under some suspicion, the Governor desired the petitioner would not take it ill that a sentry was placed over the sailors at night. **Interpretations** The Governor's response reveals the careful diplomatic management of an ambiguous case. By accepting the petitioner's credentials provisionally while reserving substantive doubt, the Governor maintained the formal Anglo-Portuguese alliance while protecting the colony's practical interests. The diplomatic technique allowed cooperation with the Portuguese officers at face value while explicitly identifying the doubts that justified continued precaution. The contradictions in the depositions of officers and mariners as to the number of men and guns mounted reveal the council's verification procedure. The Portuguese had been examined separately, and their accounts of the most basic facts about their own ship had failed to align. The Governor singles out men and guns as the test category, indicating that the council had focused on identifying the ship's military capacity, the precise data a hostile vessel would conceal. The failure of the Portuguese to agree on those numbers established the substantive ground for the suspicion that the diplomatic framing had to accommodate. The grant of separate housing combined with the imposition of a night sentry illustrates how the Governor balanced hospitality with security. The Portuguese officers could lodge as they wished and at

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		underany Charge I defire you wont take it Ill that I [p]lace a Centry Over the Saulers a Nights.	their own expense, preserving their personal dignity and freedom of movement during the day. The night sentry over the sailors, however, constrained their unsupervised activity in the colony at the hours when intelligence-gathering or sabotage would be most readily attempted. The phrase a ship in the road that lay under some suspicion expressly identifies the rationale, framing the sentry as a response to operational uncertainty rather than as a hostile act against the Portuguese personally. **Speculations** The contradictions in the Portuguese depositions about men and guns are striking enough to suggest one of two possibilities. Either the ship was genuinely Portuguese but commanded by an officer who had deliberately briefed his crew inconsistently to conceal the vessel's true strength, or the ship was using Portuguese identity as cover for a different national affiliation, with the inconsistencies arising from the crew's unfamiliarity with their assumed cover story. The council's grant of one hundred dollars rather than the requested three hundred, combined with the night sentry, suggests it considered both possibilities open and chose the level of accommodation that maintained the alliance framework while limiting exposure if the worst case proved true. The episode reveals the working balance between commercial diplomacy and security that a small Company outpost had to maintain in wartime, with hospitality and surveillance running concurrently rather than alternately.
180	180	To your third Article that you may have Such things as are Necesfary for the Support of your Selves and Ship mates and not be Impofed On I Affure you No Impofitions Shall be Laid upon you if I know any One does I Shall take Care to have them [P]uni[s]ht Suitable to the Crime. To your Fourth Article to have Liberty to have a Boat for your Men to go a Fishing for you. I have Some Reafons to my Self not to grant that Request but this far I [p]romife that when I Send my boat a Fishing which I generally do Every Other day that One of your [P]eople may go with her if not Two. And as to the Last [P]urragraph that If I Sufpect you Still that I would Except your Bills and that you will Ingage your Own [P]erson for the due payment and that with Reasonable Interest I Shant detain you upon that Account and in all [P]robabillety you will take your [P]affage to Europe Upon Our Ships, your Bills drawn as I Mentioned before will be Sufficient and your word and Honour As also the Second Leevtenants when you Arrive in London to Acknowledge the Bills before the Hon[ble] Cou[r]t of Directors of the Hon[ble] the English East India Company will be very Sattisfactory to S[r] Your humble Servant J[n]o Roberts United Castle S[t] Helena May 29[th] 1711. P. S. Not Underftanding [P]ortugue[s]e if I have Not Rightly Comprehended your Writing wholy it must be a Fault In	To the third article, that the petitioner might have such things as were necessary for the support of himself and his shipmates and not be imposed on, the Governor assured him no impositions would be laid on him. If any person were known to do so, the Governor would have them punished suitably to the crime. To the fourth article, leave to have a boat for the men to go fishing, the Governor had his own reasons for not granting this. He would promise this far: when he sent his own boat fishing, which he generally did every other day, one or two of the petitioner's people might go with her. As to the last paragraph, if the Governor still suspected the petitioners and would accept their bills on their own personal credit with reasonable interest, the Governor would not detain them on that account. In all probability they would take their passage to Europe on Company ships. The bills drawn as already mentioned would be sufficient, together with the word and honour of the captain lieutenant, and of the second lieutenant when he arrived in London, to acknowledge the bills before the Honourable Court of Directors of the Honourable English East India Company. Signed: John Roberts, your humble servant, United Castle, St Helena, 29 May 1711. Postscript: not understanding Portuguese, if the Governor had not rightly comprehended the petitioner's writing in full, the fault must lie in the interpretation. The Governor desired to be told of any such fault on reading this letter. Signed: J R. Signed at the consultation: John Roberts, Edward Mashborne, William Marsden, Daniel Griffith, Matthew Bazett. **Interpretations** The Governor's response to the third article reveals the working price-protection mechanism applied to foreign visitors at the colony. By undertaking that no impositions would be laid on the petitioner and that any person doing so would be punished suitably to the crime, the Governor placed the petitioners under the same price discipline as the resident inhabitants. The common price of the island, referred to in the original

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		the Interpretation which I defire you would Let me know upon the Reading of this J R. J[n]o Roberts Edw[d] Mashborne W[m] Mar[s]de[n] Dani[el] Griffith Matthew Bagett	petition, was to be the price they paid, with the council's authority standing behind that protection. The mechanism reveals how the colony's institutional credibility depended on visitors leaving with the expectation of fair treatment, since negative reports at Bahia, Lisbon or London would undermine the wider Anglo-Portuguese commercial relationship. The refusal of an independent fishing boat for the Portuguese, while permitting one or two of their men to accompany the Governor's own boat, illustrates how the council managed access to the colony's coastal waters by suspect parties. The phrase I have some reasons to my self not to grant that request expressly identifies an unspecified concern that the Governor declined to articulate, probably the risk that an unsupervised foreign boat in the road could conduct intelligence on the colony's defences, signal to a confederate vessel, or attempt unauthorised departure. The compromise, supervised participation in the Governor's regular fishing expeditions, preserved the practical victualling benefit while removing the operational risk. The phrase generally do every other day identifies the working tempo of the Governor's own fishing activity, which operated as a routine source of fresh fish for the Fort. The provision that the petitioners would in all probability take their passage to Europe on the Company's own ships discloses a further dimension of the arrangement. The Portuguese officers would not return to their own ship for the homeward voyage, but would travel on a returning East Indiaman, presumably accompanied by the bills drawn for their support. The arrangement converted the captain lieutenant and his colleagues into supercargo passengers, with their personal presence in London available to verify the bills before the Court of Directors. The mechanism placed the Portuguese petitioners directly under English authority for the duration of the homeward voyage, providing both a practical means of transit and a continuing physical security on the personal credit they had offered. **Speculations** The arrangement under which the Portuguese officers would return to Europe as passengers on Company ships, rather than on their own vessel, was a substantial logistical commitment buried in the diplomatic exchange. The decision to absorb the petitioners into the homeward Company traffic implied either that the council expected their own ship would not be available for the return, perhaps because of damage, capture or transfer, or that the council preferred them under English supervision for the voyage. The phrase in all probability identifies the expectation as predictive rather than committed, leaving the precise arrangements to be settled when the relevant Company ship was ready. The implication of the wider passage is that the council was already planning for an outcome in which the Portuguese vessel did not depart under its own flag, a planning step that goes beyond the immediate maintenance question the petition had raised.
181	181	Island S[t] Helena At a Consultation held on Wednsday 30[th] day of May 1711. At the United Castle in James Vally. Pr[es]t J[n]o Roberts Esq[r] Govern[r] Edw[d] Mashborne Dep[ty] Govern[r] W[m] Marsden 3[d] in Coun[cill] Daniel Griffith 4[th] in Coun[cill] Matthew Bagett 5[th] in Coun[cill] M[r] Daniel Griffith in behalf of his Son in Law James Reder Accor- -ding to his [P]etetion of the 17. of Aprill Last, As Appears by the Confulta-	The council convened on Wednesday 30 May 1711 at the United Castle in James Valley. Present: John Roberts Esquire, Governor; Edward Mashborne, Deputy Governor; William Marsden, third in council; Daniel Griffith, fourth in council; Matthew Bazett, fifth in council. Daniel Griffith, on behalf of his son in law James Reder, appeared in support of the petition of 17 April last and the consultation of the same date praying to be confirmed in the land. A warrant had been issued to Bazett to measure the land, which he had done, and he now brought in a plan of the ground, which lay before

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		-tion of the Same date [P]raying to be Confermd in his Land, whereupon a Warrant was Issued Out to M[r] Bagell to Measure the Same which he did Accordingly and brought In a [P]lan of the Same this day which Now Lyes before Us, thereupon demanded of the Said M[r] Daniel Griffith what writeings and Titles he had to his Land who [P]roduces First a Bill of Sale Dated 25[th] of March 1682 for Twenty Acres of Land with a House &c. from John Boston to Edmond Hooker for the Sum of 30. Secondly Hooker Dyes his Wife Marry[]s Again being Sole Executrix Affignes the Aforesaid Bill of Sale with the Contents un to Hugh Bodley her Son in Law Endorfed and Dated 27[h] February 1697. Thirdly the Aforesaid Hugh Bodley A[f]rignes the Aforesaid Bill of Sale with the Contents to James Reder According to Articles between them. Dated 28[h] of May 1698. Fourthly. a Bill of Sale from the Aforesaid Hugh Bodly un to the Said James Reder [P]lanter for Twenty Acres of Land formerly the Lott Land of John Boston [P]lanter dyeing at the head of Cha[p]pell Vally with a House and Appurtenances thereon Likewife Ten Acres of Land formerly [P]art of the Lott Land of Edmond Hooker [P]lanter Joyning to the Aforesaid Twenty Acres for the Sum of 100. bearing date 28. May 1698. Fifthly. a Bill of Sale from Richard Hardeing [P]lanter unto James Reder [P]lanter for Ten Acres of Land formerly in the [P]offefseon of Ralph Symt and was the Lott Land of Robert Kerby for 10. Dated 1 Aug. 1702. Sixthly. a Bill of Sale from William Cates [P]lanter to John Green- -tree [P]lanter for a house and Twenty Acres of his Lott Land at the Upper End of Chappell Vally above the [P]eak for 25. Dated 30. Aprill 1680. James Greentree the Son of the Aforesaid John Greentree despofes of the Same to Richard Hardeing [P]lanter whereof No Deed Appears but the Said Hardeing Long [P]offest the Same [P]eaceably and Quietly for many Years In the Lefe of the Said Greentree. Likewife the Said Hardeing Exchanges this Said Twenty Acres of Land with James Reder [P]lanter in the year 1700. for the Said Reders Land and Estate in Sandy bay of which Each took [P]offefsion Accordingly and both Died in quiet [P]offefsion of the Same. This [r]ight	the council. Griffith was asked what writings and titles he had to the land, and produced the following: First, a bill of sale dated 25 March 1682, for twenty acres of land with a house, from John Boston to Edmund Hooker, for thirty pounds. Second, on Hooker's death, his widow remarried. As sole executrix she assigned the bill of sale and its contents to Hugh Bodley, her son in law. The assignment was endorsed and dated 27 February 1698. Third, Hugh Bodley then assigned the bill of sale and its contents to James Reder, by articles between them, dated 28 May 1698. Fourth, a bill of sale from Hugh Bodley to James Reder, planter, for twenty acres of land formerly the lot land of John Boston, planter, who had died, at the head of Chapel Valley, with a house and appurtenances on it; and a further ten acres, formerly part of the lot land of Edmund Hooker, planter, joining the twenty acres, for one hundred pounds. The bill was dated 28 May 1698. Fifth, a bill of sale from Richard Harding, planter, to James Reder, planter, for ten acres of land formerly in the possession of Ralph Symes and originally the lot land of Robert Kerby, for ten pounds, dated 1 August 1702. Sixth, a bill of sale from William Cates, planter, to John Greentree, planter, for a house and twenty acres of his lot land at the upper end of Chapel Valley above the Peak, for twenty-five pounds, dated 30 April 1680. James Greentree, son of John Greentree, disposed of the same to Richard Harding, planter. No deed of that transfer appeared, but Harding had long possessed the same peaceably and quietly for many years during the life of Greentree. Harding then exchanged that twenty acres of land with James Reder in 1700, for Reder's land and estate in Sandy Bay. Each took possession accordingly, and both died in quiet possession of the same. **Interpretations** The Reder title investigation reveals the documentary reconstruction by which the council established a freeholder's claim to land assembled over more than thirty years through multiple separate transactions. The chain runs from 1680 through 1702, drawing on six separate bills of sale and at least one informal transfer not evidenced by deed. The council's procedure of laying out the documentary chain in numbered sequence reveals how the new registration system addressed historic title problems: the cumulative claim was traced back to its origins, each link examined, and any gap in documentary support identified by the council's record-keeping. The technique converts an accumulated holding into a series of testable propositions, with the council's confirmation depending on the strength of each link. The 1680 Cates-to-Greentree purchase, traced forward through the second-generation Greentree's undocumented sale to Harding, exposes the documentary weakness in the chain. The transfer from James Greentree to Richard Harding rested on long peaceable possession rather than a recorded deed. The council's recording of this gap, but also of Harding's many years of quiet possession during Greentree's life, reveals the doctrine being applied: where documentary evidence was missing, long peaceable possession during the life of the prior owner sufficed to establish a working title. The technique allows the registration system to absorb historic informal transfers without requiring their reconstruction in writing, provided the practical situation on the ground was consistent and undisturbed. Griffith's appearance as petitioner on behalf of his son in law preserves the family structure visible in the 17 April 1711 entry. The acquisition was Reder's, but the petition is brought by Griffith both because of his

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			standing as a councillor and probably because Reder had not the documentary or rhetorical capacity to prosecute the title investigation himself. The dual role of Griffith, councillor on the bench and family petitioner before it, requires Bazett's recusal-by-implication: the warrant to Bazett to measure had been routine, and the documentary investigation was conducted by the full council, but Griffith would not have voted on his own petition. The procedure illustrates how the small establishment managed apparent conflicts of interest by formal separation of investigative roles rather than by recusal in the modern sense. **Speculations** The careful documentary reconstruction of the Reder title, with each link numbered and the gap in the Greentree-Harding transfer explicitly recorded, suggests that the council was setting a precedent for the kind of evidence required to register substantial historic accumulations. The Reder case is the most complex chain yet brought before the council under the new system, and the procedural rigour with which it was handled probably reflects the council's intention to establish a working standard for similar future cases. By recording the documentary chain in numbered sequence and identifying the long-peaceable-possession exception explicitly, the council provided a reference precedent for handling missing intermediate deeds.
182	182	This Exchange of the Said Hardeing and Reder was at the Request of the Governour and Councell Upon Account of Some Land the Company were defirous to have which belonged to the Said Hardeing and Joyning to them As by Confultation of the 17. of October 1700. Appears And One Acre in the Cabbidge tree of James Riders Lott Land which he Referved for his Own Ufe. As to the first 20 Acres Boston Sells to Hooker their is No Ori- -ginall Deed, all that We finde Upon Antient Record is thus That the Lott Land of Edmond Hooker, Joyned upon the Lott Land of John Bo[s]tons 20 Acres of Land, thus farr it Appears that John Boston had 20 Acres of Lott Land, Bo[s]ton Sells the Said Land to Hooker, Hooker dyes Leaves his Wedow Sole Executrix, his Wedow Marryes One Charlefworth, Charlefworth dyes Leaves the Wedow Again [P]offest with all, The Wedow Affignes their Estate to Hugh Bodley, Bodley Affignes the Same to Reder, Reder dyes Leaves One Son James Reder who is Lawfull heir of that Estate when his Mother dyes, M[r] Griffith Marrycing the Wedow has [P]offefsion of the whole Eftate till James Reder Comes of Age then Only half during her Life. James Draper Sells Ten Acres of Land more to Hugh Bodley [P]art of the Lott Land of Edmond Hooker which he had by his Wife the Said Hookers Daughter, the Said Hugh Bodley Sells the Same to Reder. Richard Harding Sells Ten Acres of Land more to James Reder, formerly the Lott Land of Robert Kerby their being No Origi- -nall Deed of Kerby but finde upon Antient Record Ten Acres formerly the Lott Land of Kerbys Lying in Chappell Vally &c. William Cates Sells Twenty Acres of Land to John Greentree whereof No Originall deed Appears but finde in Confultation of the 22. of Aprill. 1680. Ordered. That M[r] John Greentree Shall [P]offefs and [P]eaceably Enjoy Twenty Acres of Land he bought of William Cates. J[n]o Blackmore Anthony Beale Joshua [Johnson] Robert Swallow J[n]o Greentree J[n]o Coulfon Alfo One Acre of Cabbidge tree Land in Sandy bay which he the Said James Reder Referved to himself of	The exchange between Harding and Reder had been made at the request of the Governor and council, on account of some land the Company was desirous to have, which belonged to Harding and joined the Company's ground. This appeared by the consultation of 17 October 1700. One acre in the Cabbage Tree of James Reder's lot land was reserved by him for his own use. As to the first twenty acres sold by Boston to Hooker, no original deed was found. The only ancient record was that Edmund Hooker's lot land joined upon John Boston's twenty acres of lot land. So far it appeared that Boston had twenty acres of lot land, that Boston sold the same to Hooker, that Hooker died and left his widow sole executrix, that the widow married one Charlesworth, that Charlesworth died and left the widow again possessed of everything, that the widow assigned the estate to Hugh Bodley, that Bodley assigned the same to Reder, and that Reder died leaving one son, James Reder, who was the lawful heir of that estate after his mother's death. Daniel Griffith, having married the widow, had possession of the whole estate until James Reder came of age, and after that of only half of it during her life. James Draper sold a further ten acres to Hugh Bodley, being part of Hooker's lot land that Draper had received through his wife, Hooker's daughter. Bodley sold the same to Reder. Richard Harding sold a further ten acres to James Reder, formerly the lot land of Robert Kerby. There was no original deed of Kerby, but ancient record showed ten acres formerly the lot land of Kerby lying in Chapel Valley. William Cates sold twenty acres to John Greentree, of which no original deed appeared, but the council found in the consultation of 22 April 1680 that Greentree was to possess and peaceably enjoy twenty acres of land bought of William Cates. Signed by John Blackmore, Anthony Beale, Joshua Johnson, Robert Swallow, John Greentree and John Coulson. In addition, James Reder reserved to himself one acre of cabbage-tree land in Sandy Bay, out of his lot land. The records showed he had been allotted ten acres of lot land in 1681. The whole amounted to sixty-one acres of land.

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		his Lott Land. And We finde he had Lott Land Allotted to him in the Year. 1681. Ten Acres. All which Amounts too in the whole Sixty One Acres of Land. Upon Strict Examination and Inquiery We finde that the	Upon strict examination and inquiry, the council found **Interpretations** The Harding-Reder exchange of 1700, here identified as having been made at the request of the Governor and council, exposes an institutional dimension to what appeared in the previous entry as a purely private transaction. The Company had wanted certain land belonging to Harding because it adjoined Company ground, and had induced the swap with Reder's Sandy Bay holding to release the desired parcel. The mechanism reveals how the council used private exchanges of land to consolidate Company holdings, brokering the swap between two planters rather than purchasing the land outright. The technique converted a Company-priority interest into a settled three-party arrangement that produced both the consolidation the Company wanted and the consolidation Reder himself preferred, with Harding presumably benefiting from the Sandy Bay ground he had received in exchange. The reference to the consultation of 17 October 1700 anchors the arrangement in the institutional record, providing the documentary basis for treating the exchange as binding even though no formal deed for the swap itself is described. The widow's marriage chain through Hooker, Charlesworth and finally Griffith introduces an important new element. Daniel Griffith, presently fourth in council and the petitioner on his son in law's behalf, had himself married the widow at some earlier point in the chain. His present petition therefore concerns property in which he himself has a continuing life interest after James Reder's coming of age: the whole estate had been in his possession until Reder reached majority, and half remained in his hands during his wife's life. The personal interest of the councillor in the matter under adjudication is now revealed in its full extent. The procedural propriety of bringing the petition through Griffith rather than directly through Reder thereby acquires a new significance: Griffith was not merely the senior family member but the holder of the continuing maternal life interest, and the petition was settling his own remainder as well as Reder's inheritance. The 22 April 1680 consultation order, recorded in support of the Cates-to-Greentree transaction, supplies the documentary anchor for that link. The council's recorded order, signed by John Blackmore, Anthony Beale, Joshua Johnson, Robert Swallow, John Greentree himself and John Coulson, formally vested Greentree in possession against the absence of any deed. The technique reveals that the council had been using its own consultation orders as effective title instruments since at least 1680, predating the formal registration system by more than thirty years. The 1711 reform was therefore building on a much older practice of council-recorded title, formalising and systematising what had been an intermittent and case-by-case use of the consultation books as a title register. **Speculations** The 1680 council's reliance on its own consultation order as a title instrument, without requiring an underlying deed, reveals a working theory of council authority that has continued unchanged into 1711. The council's order, once entered in the consultation books, operated as the constitutive act of property recognition, with deeds and bills of sale as supporting rather than sole evidence. The 1711 reform therefore did not introduce the principle that the council's record could establish title; it formalised and extended a long-standing practice into a comprehensive register, supplying systematic format and procedural discipline to what had previously been ad hoc.

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183	183	Said James Reder Deceased Came by this Estate and Land hone[s]tly Lived and Dyed in Quiet [P]offefsion thereof. And has as by the Revenue books Appears, payd for it yearly and was a Man that Lived [P]eaceably and Quietly under Government. Wherefore Ordered That a Noate be [P]ubli[s]hed by beat of Drum as in the E[s]tabli[s]hment of Jonathan Doveton As in Confultation of the 31. of March 1711. And that a Deed be forthwith drawn and given to the Son and Heer of the Said James Reder the 19. day of June Next, and that Daniel Griffith having Married the Wedow Shall have [P]offefseon thereof According to the Intent and Directions of James Reder Deceased Will. M[r] Gabriell [P]owell Freeholder According to his [P]etetion of the 11[th]. of May Last As Appears by Confultation of the Same date [P]raying to be Confermed In his Land whereupon a Warrant was Issued Out to M[r] Bagell to Measure the Same which he did Accordingly, and brought in a [P]lan of the Same which Now Lyes before Us, thereupon the Said M[r] [P]owell was A[s]ked what Writeings and Tilles he had to his Land who [P]roduced first a Bell of Sale for One Dwelling house and Fefty Acres of Land from George Hopkifeon for the Sum of 350. Dated 7. day of September. 1706. which Bell of Sale We finde Registered in the Register book. Secondly another Bill of Sale from Orlando Bagley Sen[r]. to George Hopkifeon of Ten Acres of Land formerly Joseph Smiths known by the Name of Smiths [p]laine for the Sum of 10 Dated 31. August 1698. We Cant finde No Originall Bill of Sale from Joseph Smith to Orlando Bagley but finde in an Antient Old Record that the Aforesaid Ten Acres was the Lott of Joseph Smiths of whom the Aforesaid Orlando Bagly Sen[r]. bought it, As it is their Express. Thirdly. an Indenture [P]roduced between James Reder and Geo[r] Hopkifeon for 20 Acres of Land for the Sum of 24. paid to him the Said Reder which the Said Reder bought of Eleizar Edmunds and Samuell Wrangham Executors to One John Canacly Dated 17. of May 1685. who where as We finde Impowerd by the Said Will to Sell and Despofe of his Estate and to Act at their Defcrettion, Further We finde upon Antient Record that 20 Acres of Land. formerly was Allotted to John Canacly. Fourthly another Bill of Sale from James Reder to Rebecka Charles- worth Relict to Iosiah Charlesworth for 10 Acres of Land for the Sum of 14. 10. Dated 3 January 1692. which Said 10 Acres was [P]art of Edmond Hookers Lott Land, and We finde in 1680. that Edmond Hooker had 20 Acres Allotted to him as a Famely. James Reder had it by Marrying Sarah his Daughter as a [P]ortion, Reder Sells his Interest in it to the Wedow Charlesworth the Said Charlesworth gives it her Daughter who Married One Vernon Clark of the Councill here formerly, the the Said Vernon upon his goeing of the Island, with his Famely Sells it to George Hopkifeon, and Hopkifeon with Other Land Sells it to Gabriell [P]owell, Bills of Sales whereof from One to the Other, Except the Aforementioned Bell of Sale by Reder who had it Origenally with his Wife[s] Are wanting, but We do finde that the Said Ten Acres was [P]art of the Originall Lott Land of Edmond Hookers.	After strict examination and inquiry, the council found that James Reder, deceased, had come by the estate and land honestly, had lived and died in quiet possession of it, and as appeared by the revenue books had paid the yearly dues. He had been a man who lived peaceably and quietly under government. The council directed that a note be published by beat of drum, in the same manner as the establishment of Jonathan Doveton at the consultation of 31 March 1711, and that a deed be forthwith drawn and given to the son and heir of James Reder on 19 June next. Daniel Griffith, having married the widow, was to hold possession of the estate in accordance with the intent and directions of James Reder's will. Gabriel Powell, freeholder, appeared in support of his petition of 11 May last and the consultation of the same date, praying to be confirmed in his land. A warrant had been issued to Bazett to measure the land, which he had done, and the plan now lay before the council. Powell was asked what writings and titles he had, and produced the following: First, a bill of sale for one dwelling house and fifty acres of land from George Hoskison for three hundred and fifty pounds, dated 7 September 1706. The bill was registered in the register book. Second, a bill of sale from Orlando Bagley senior to George Hoskison for ten acres of land, formerly Joseph Smith's and known as Smith's Plain, for ten pounds, dated 31 August 1698. No original bill of sale from Joseph Smith to Orlando Bagley could be found, but an ancient record showed that the ten acres had been the lot of Joseph Smith, from whom Bagley senior had bought it, as that record expressly stated. Third, an indenture between James Reder and George Hoskison for twenty acres of land, for twenty-four pounds paid to Reder, who had bought the same from Eleazar Edmunds and Samuel Wrangham, executors of John Canacly, dated 17 May 1685. The executors were empowered by Canacly's will to sell and dispose of his estate at their discretion. An ancient record showed that twenty acres of land had been formerly allotted to John Canacly. Fourth, a bill of sale from James Reder to Rebecca Charlesworth, relict of Josiah Charlesworth, for ten acres of land for fourteen pounds ten shillings, dated 3 January 1693. The ten acres were part of Edmund Hooker's lot land. In 1680 Hooker had been allotted twenty acres as a family. James Reder had received the ten acres on his marriage to Hooker's daughter Sarah, as her portion. Reder sold his interest to the widow Charlesworth. Charlesworth gave it to her daughter, who married Vernon Clarke, formerly of the council on the island. On Clarke's leaving the island with his family he sold it to George Hoskison, who, together with other land, sold it to Gabriel Powell. The bills of sale between the intermediate parties, apart from Reder's original sale through his wife's portion, were wanting. The council found that the ten acres had been part of Edmund Hooker's original lot land. **Interpretations** The council's order for Reder's heir parallels exactly the procedure used for the Doveton establishment of 31 March 1711, applying the same beat-of-drum publication followed by deed at a fixed future date, here 19 June 1711. The procedural symmetry confirms that the quieting procedure developed for Doveton has now become the standard mechanism for confirming holdings reconstructed from incomplete documentary chains. The technique combines documentary investigation, council confirmation and public notice through drum, allowing any objection to surface before the formal deed issues. The interval of about fifty days between the present consultation and the 19 June deed date provides the working notice window, comparable

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			to the Doveton interval from 30 March to 17 April 1711. The Powell investigation reveals a substantially different chain pattern from the Reder case. Where Reder's holding had been accumulated through six separate transactions over eighteen years, Powell's principal title rested on a single 1706 purchase from George Hoskison at three hundred and fifty pounds, with the supporting documentation tracing the various sub-parcels Hoskison had himself assembled before resale. The pattern shows that the colony's land market in this period included both gradual accumulators, like Reder, and consolidator-sellers, like Hoskison, who assembled multiple parcels for resale as larger blocks. Hoskison's sale to Powell at three hundred and fifty pounds for the dwelling house and fifty acres represents a substantial transaction by island standards, more than three times the value of the largest of Reder's individual purchases. The fact that Powell's principal bill of sale of 1706 was already registered in the register book reveals an earlier registration practice predating the 6 April 1711 reform. Bills of sale had been registered in some form before the present registration regime, providing a documentary backbone against which Powell's title could now be securely confirmed. The 1711 reform was therefore building on a partial system rather than creating one from nothing, and Powell's case illustrates how a recent and properly registered principal transaction simplified the confirmation procedure. **Speculations** The recurring appearance of Edmund Hooker's 1680 family allotment of twenty acres in both the Reder and Powell chains illustrates how a single founding land grant could continue to anchor multiple separate holdings more than thirty years later. The Hooker grant supplied the original institutional title for both Sarah's and her sister's portions, which then dispersed through two distinct chains of marriage, sale and resale, eventually arriving in the hands of Reder and Powell respectively. The persistence of the original allocation as the documentary anchor, even after multiple subdivisions and transfers, reveals the durability of the lot land system as the institutional foundation of property on the island.
184	184	Fifthly. Ten Acres of Land more [P]art of 20 Acres formerly the Lott Land of One Kerby, then Kerby went off with his Wife and then was Allotted to One Denning to Stay on his Room, the Said Denning was Soun After found Dead in the Street as by Confultation of the 12. of Aprill 1680. whereupon that his House and [P]lantation where Ordered to be Expofed to a [p]ullock Out [c]ry that at Another Confultation of the 22. of March 1689 the then Governour and Councill Sold the Same to Ralph Syms Serjeant for 20 pound. J[n]o Blackmore Jo[s]: Johnson Rob[t] Swallow John Greentree The Said Syms Sells it Again to One Serjeant Hayes of which No Bill of Sale Appears but We finde in an Antient Register book in 1680. that the Said Hayes Sold the Same to Edmond Hooker, Hooker Leaves it to his Wedow the Wedow Lived in it in [P]offefseon Some Years, and afterward gave it to her Youngest Daughter as a portion when She was Married to Vernon	Fifth, a further ten acres of land, part of twenty acres formerly the lot land of one Kerby. Kerby had left the island with his wife, and the land was then allotted to one Denning to stay in his room. Denning was soon afterwards found dead in the street, as appeared by a consultation of 12 April 1680, whereupon his house and plantation were ordered to be exposed to a public outcry. At a later consultation of 22 March 1690, the Governor and council sold the same to Ralph Symes, sergeant, for twenty pounds. Signed by John Blackmore, Joshua Johnson, Robert Swallow and John Greentree. Symes then sold the land to Sergeant Hayes. No bill of sale appeared for that transaction, but an ancient register book of 1680 showed that Hayes had sold the same to Edmund Hooker. Hooker left the land to his widow, who lived in possession of it for some years, and afterwards gave it to her youngest daughter as a portion on her marriage to Vernon Clarke of the council. When Clarke left the island with his family, he sold the same to George Hoskison, who enjoyed it for several years. The bill of sale from Clarke was missing. Hoskison sold the same to Gabriel Powell, and that bill of sale was registered. Sixth, one acre and a half bought of John Bagley for nine pounds, the bill of sale being found in the office dated 28 September 1708. The land was also part of Smith's lot land, which John Bagley's father Orlando

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		Clark of the Councill, Vernon when he went off with his Famely Sells the Same to George Hopkifeon, who Enjoyd it Severall Years but the Bill of Sale from Vernon is Miffing, Hopkifeon Sells the Same to Gabriell [P]owell which Bill of Sale We finde Registered. Sixthly. One Acre and a half bought of John Bagly for the Sum of 9. whereof We finde a Bell of Sale in the Office Dated September 28. 1708. We finde it Likewife [P]art of Smiths Lott Land which his Father Orlando Bagley Sen[r] bought of him As Appears by An Antient Register book. All which Amounts too in the whole to Fefty One Acres and a half of Land. Upon Examenation of this Land and Estate We finde he Came by it for a Valluable Consideration and has Lived Quietly in [P]offefseon thereof Ever Since, and has as by the Revenue books Appears paid for it Yearly. Wherefore Ordered. That a Deed be forthwith drawn up and given to him the 19. of June Next and that Immediately go Out by beat of Drum to geve Notice to all [P]ersons that if they Can make any Objection why Gabriell [P]owell Freeholder Should not be E[s]tabli[s]hed in his Estate Let them give Notice between this and the 19[th] of June Next, Otherwife all Claims and Demands whatsoever Shall be Void for the future. M[r] Henry Francis Freeholder According to his [P]etetion of the 27[th] of Aprell Laft As Appears by Confultation of the Same date [P]raying to be Confermed in his Land, whereupon a Warrant was Issued Out to M[r] Bagell to Measure the Same which he did Accordingly, and brought in a [P]lan of the Same which Now Lyes before Us, thereupon the Said M[r] Francis was Asked what Writeings and Tille he had to his Land who [P]roduced. First a Deed of Geft Dated 5[th] of August 1695 from Orlando Bagley Sen[r]. to Orlando Bagley his Son for Ten Acres of Land formerly the Lott Land of Thomas Sherwin, which We finde Regi[s]tered, Their is No Bell of Sale Appears from Sherwin to Orlando Bagley but We finde	Bagley senior had bought from him, as appeared by an ancient register book. The whole amounted to fifty-one and a half acres of land. Upon examination, the council found that Powell had come by the land for a valuable consideration, had lived quietly in possession of it ever since, and, as appeared by the revenue books, had paid for it yearly. The council directed that a deed be forthwith drawn and given to Powell on 19 June next, and that notice be given by beat of drum to all persons, that if any could object why Gabriel Powell, freeholder, should not be established in his estate, they should give notice between then and 19 June next, after which all claims and demands would be void. Henry Francis, freeholder, appeared in support of his petition of 27 April last and the consultation of the same date, praying to be confirmed in his land. A warrant had been issued to Bazett to measure the land, which he had done, and the plan now lay before the council. Francis was asked what writings and titles he had, and produced the following: First, a deed of gift dated 5 August 1695 from Orlando Bagley senior to his son Orlando Bagley, for ten acres of land formerly the lot land of Thomas Sherwin. The deed was registered. No bill of sale appeared from Sherwin to Bagley, but the council found **Interpretations** The Denning episode of 1680 reveals a working mechanism for handling intestate or unclaimed property in the colony's early years. Kerby's departure with his wife had vacated the lot, which was then reallocated to Denning to stay in his room, meaning to occupy and work the ground in Kerby's place. Denning's sudden death in the street, leaving no obvious heir, triggered the council to expose the house and plantation to public outcry. The ten-year interval between the 1680 consultation ordering the sale and the 1690 consultation actually effecting it to Symes at twenty pounds suggests either a long-standing institutional delay or, more probably, that the 1689 reference in the original transcription should read 1690, with the sale occurring after the political disruption of the 1684 rebellion and its aftermath. The pattern reveals how the council handled the disposal of property where neither inheritance nor relocation claim could be sustained. The Hooker line through to Vernon Clarke and onward parallels the chain documented in the previous entry. The widow's youngest daughter, having received the ten acres as portion on her marriage to Clarke, is here distinguished from the elder Sarah, who had married Reder. The mechanism of marriage portion in two parallel daughters' settlements, each carrying ten acres of the original twenty-acre family allotment, fixes the standard ten-acre marriage portion for daughters of Hooker's class on the island at this period. The pattern parallels the Mudge family ten-acre marriage portion to William Hayes recorded at the 2 January 1711 consultation, suggesting a working norm of ten acres as the marriage portion for daughters of established freeholders. The Powell quieting order applies the same beat-of-drum-with-fixed-future-date procedure used for Reder. The 19 June date is shared between the two cases, suggesting the council was clustering its quieting deed dates for administrative convenience, with multiple confirmations to be issued on the same day after a single notice period. The phrase all claims and demands whatsoever shall be void for the future fixes the legal effect of the quieting procedure: any objection not raised before the deed date was permanently extinguished, providing the holder with conclusive title against future challenge. The technique converts an

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			investigation into a final clearance, comparable to a modern Torrens-style guarantee of title. **Speculations** The recurring appearance of George Hoskison as the intermediate seller in the Powell and Francis chains, having earlier acquired land from multiple sources before reselling to the eventual current holder, identifies him as a particularly active consolidator-trader of the 1690s and 1700s. The pattern suggests that Hoskison's role was structural rather than incidental, perhaps representing an early form of land speculation or commercial dealing in the colony's slow land market. His departure from the island with his consolidated stock not directly described here, but implicit in the chain ending with his sales to Powell, parallels the wider pattern of departing freeholders disposing of their holdings before leaving, visible in the Gurling case of December 1710 and the Vernon Clarke case described in the present entries.
185	185	Antient Record In 1681. That Orlando Bagley had in [P]offefsion Ten Acres formerly Thomas Sherwin. Likewife We finde that Thomas Sherwen had 20 Acres of Lott Land Next a Bill of Sale from Orlando Bagley Jum[]. Dated 1[s]. January 169[8]. to Edward Edmunds of the Same 10 Acres of Land for the Sum of 52. which We finde Regi[s]tered Edmunds upon his goeing off Sells it to the Said Francis for 14. but has No Bell of Sale for the Same but has Lived in Quiet [P]offefsion Ever Sence. Secondly for Ten Acres more produced a Bell of Sale from Joseph Sage to Edward Edmunds for 10. and a Receipt which We finde Regi[s]terd, Jasper Sa[g]e who Married Daniell Collens Wedow, We finde that the Same is the Lott Land of Daniel Collens in an Antient Register, but We finde No Originall Deed, Edmunds by his Will gives the Same to his Wife the Mother of the Said Francis, and She by her Will gave it to the Said Francis. Thirdly. Ten Acres more which We finde No Originall Deed Off, Or Bell of Sale, but finde it Regi[s]tered Us Was given in to a Jury who were Impannelled for that [P]urpofe in 1682. the 26[th]. September Runn[i]ng thus Henry Francis 10 Acres formerly part of the Lott of John Canady Lying in Chappell Vally Adjoyning to the North to Daniel Collens, On the South to 20 Acres formerly the Lott of Francis Steward, which Said 10 Acres the Said Canady Exchanged with Daniel Collens and the Said Collens with Henry Francis in whofe [P]offefsion it Now is. Fourthly. Ten Acres more We finde No Origenall Deed Or any Sort of Writeing for, but by M[rs] Edmunds Will the Mother of the Said Francis wherein She Says I geve unto my Well beloved Son Henry Francis Ten Acres of Land that was M[r] Jewstons withall the Appurtenances &c. but as it was given in to a Jury who where Impannelled for that [P]urpofe the 26[th]. September 1682. We finde that Job Jew[s]ters 10 Acres formerly the Lott of Daniel Collens (which he had for his Wife) Lying in Chappell Vally Adjoyning to the East formerly the Lott of Francis Wrangham, On the West to that, that was formerly the Lott of Francis Steward, which Said 10 Acres was by the Said Daniel Collens Sold to Job Jewfter in whofe [P]offefsion Now it is. All which Amounts too in the whole to Forty Acres of Land. Upon Examenation and Inquiery We finde that the Said Henry Francis Came hone[s]tly by this Estate and Lands, and has Always Lived [P]eaceably and Quietly, Under Government, And has as by the Revenue books Appears paid for it yearly. Wherefore Ordered That a Deed be forthwith drawn up and be given to him the 19[th] day of June Next, and that a Noate be	An ancient record of 1681 showed that Orlando Bagley had in possession ten acres formerly belonging to Thomas Sherwin. Sherwin himself had been allotted twenty acres of lot land. A bill of sale from Orlando Bagley junior to Edward Edmunds, dated 1 January 1699, was produced for the same ten acres, for fifty-two pounds. The bill was registered. On Edmunds leaving the island, he sold the land to Francis for fourteen pounds. No bill of sale appeared for that transfer, but Francis had lived in quiet possession of the ground ever since. Second, for a further ten acres, Francis produced a bill of sale from Joseph Sage to Edward Edmunds for ten pounds, together with a receipt, both registered. Jasper Sage had married Daniel Collins's widow. The ten acres were the lot land of Daniel Collins, as appeared by an ancient register. No original deed appeared. Edmunds by his will gave the same to his wife, the mother of Henry Francis. She in turn gave it to Francis by her own will. Third, a further ten acres for which no original deed or bill of sale appeared. The land was registered as having been put before a jury empanelled for that purpose on 26 September 1682. The jury found that Henry Francis held ten acres formerly part of the lot of John Canady, lying in Chapel Valley, joining on the north to Daniel Collins's land and on the south to twenty acres formerly the lot of Francis Steward. Canady had exchanged the ten acres with Collins, and Collins with Henry Francis, in whose possession the land now stood. Fourth, a further ten acres for which no original deed or writing appeared. By the will of Mrs Edmunds, Francis's mother, the testatrix had given to her well-beloved son Henry Francis ten acres of land that had been Mr Jewster's, with all the appurtenances. The same ten acres had also been put before the jury empanelled on 26 September 1682. The jury found that Job Jewster's ten acres were formerly the lot of Daniel Collins, which Collins had received as his wife's portion, lying in Chapel Valley, joining to the east the land formerly the lot of Francis Wrangham, and to the west the land formerly the lot of Francis Steward. Collins had sold the ten acres to Job Jewster, in whose possession they now stood. The whole amounted to forty acres of land. On examination and inquiry, the council found that Francis had come honestly by this estate and land, had always lived peaceably and quietly under government, and as appeared by the revenue books had paid for it yearly. The council directed that a deed be drawn forthwith and given to Francis on 19 June next, and that

BL Image No.	Document No.	OCR Transcription	Modern Interpretation
		[P]ubli[s]hed by beat of Drum Us in the foregoing Manner. Samuell Jeffery Freeholder According to his [P]etetion of the 27[th]. of March Last 1711. As Appears by Confultation of the Same date [P]raying to be Confermed in his Land whereupon a Warrant was Issued Out to M[r] Bagell to Measure the Same which he did Accordingly and brought In a [P]lan of the Same which Now Lyes before Us. Whereupon was Asked what Title he had to it Referred himself	a note be published by beat of drum in the manner used in the preceding cases. Samuel Jeffery, freeholder, appeared in support of his petition of 27 March 1711 and the consultation of the same date, praying to be confirmed in his land. A warrant had been issued to Bazett to measure the land, which he had done, and the plan now lay before the council. Jeffery was asked what title he had to the land. He referred **Interpretations** The Francis investigation introduces a new evidentiary instrument: the finding of a jury empanelled for that purpose on 26 September 1682. The jury procedure of that date, recorded in the consultation books and registered, operated as a mechanism for establishing title where documentary evidence was unavailable. By empanelling a body of competent local men to make a finding of fact about the ownership and chain of particular parcels, the council generated a definitive record that could be relied on decades later, when both the underlying parties and any documentary evidence had disappeared. The 1682 jury operated as a parallel forum to the council's own consultation orders, with its findings carrying institutional weight equivalent to the council's own records. The two jury-supported items in the Francis case, the Canady ten acres and the Jewster ten acres, both rest entirely on the 1682 jury finding rather than on any underlying deed. The council in 1711 accepts the jury record as conclusive for confirmation purposes, demonstrating the long-term value of the 1682 procedure as a quieting mechanism. The jury procedure predates the 1711 reform by almost thirty years, illustrating that the colony's title-clearance practices were rooted in earlier institutional experimentation, with the 1711 register book and beat-of-drum regime as the culminating systematic form. The Francis chain through his mother's will introduces female testamentary transmission as a distinct route of title. The widow Edmunds, whose deceased husband had owned the ten acres acquired from Sage, gave the land to her son Francis by her own will, demonstrating that widows could exercise testamentary authority over land they had received from their husbands. The earlier inheritance through Edmunds himself is recorded as a bequest from the husband to his wife, confirming that the husband had treated his wife as a fit testamentary recipient for the property. The pattern reveals a working pattern of married-couple property descent: husband-to-wife, then wife-to-child, through successive wills. **Speculations** The 1682 jury empanelling, generating findings of fact about contested or undocumented holdings, was probably a response to a specific institutional moment in the colony's history. By that date, the early lot allocations of the late 1670s and early 1680s had begun to be reorganised through informal exchange, inheritance and marriage, generating gaps between the original allocations and the actual current possession. The jury procedure, by recording the existing situation as a sworn finding, would have established a baseline against which future disputes could be settled, performing for the early colony the same function the 1711 register book is designed to perform now. The recurring reliance on 1682 jury findings in three separate establishment cases from this May session indicates the procedure had been comprehensive in scope, covering a substantial portion of the colony's holdings at that date.
186	186	Himself to a Confultation of the 22[d]. February 170[8]. And upon Examenation We finde that the Said Samuell Jeffery Came Legally by his 22 Acres of Land.	Jeffery referred himself to a consultation of 22 February 1709.

BL Image No.	Document No.	OCR Transcription	Modern Interpretation
		Wherefore Ordered That a Deed be forthwith drawn up and be given to him the 19[th] of June Next and that [P]ublick Notice be given As in Such Cafes. Margaret Sich Wedow and Benjamin Sich her Son Accor- -ding to their [P]etetion of the 21. of May Last [P]aft As Appears by Confulta- -tion of the Same date [P]raying to be Confermed in their Lands whereupon a Warrant was Issued Out to M[r] Bagett to Measure the Same which he did Accordingly and brought in a [P]lan of the Same which Now Lyes before Us, but Upon Examenation of the Tiller Thomas Gargen [P]lanter who Marryed Richard Alexcanders Wedow [p]ut in a Claim to 20 Acres of Land in behalf of the Children. Wherefore Ordered That this Matter be Referred to a Jury of Twelve Men to Decide the Matter before We [P]roceed any further touching her Title to her Lands. The Petetion of Thomas Burnam [P]lanter [P]raying that he may have About Thirty Foot of ground Joyning to M[r] Woods Backfide to build a hou[s]e upon and your [P]etetioner as in duty bound Shall Ever [P]ray &c May 29. 1711. Thomas Burnam Ordered That his [P]etetion be granted he [P]aying Yearly to the Lords [P]roprietors the Sum of for ground Rent Us an Acknowledgment. The Petition of John Robinson [P]lanter in behalf of Onesephorus Steward Deceased Children Setting forth that he has Fenced in all the Childrens Land and Likewife Land hired of the Hon[ble] Company Accor- -ding to Law. Humbly [P]rays that your Worship and Councill will be [P]leafed to E[s]tabli[s]h your [P]etetioner in his [P]roperty. And your [P]etetioner as in duty bound Shall Ever [P]ray &c May 30[th] 1711. J[n]o Robinson Ordered That a Warrant be Issued Out to M[r] Bagell to Measure the Same Accordingly. J[n]o Roberts Edw[d] Mashborne W[m] Mar[s]de[n] Dani[el] Griffith Matthew Bagett	On examination, the council found that Samuel Jeffery had come legally by his twenty-two acres of land. The council directed that a deed be drawn forthwith and given to him on 19 June next, and that public notice be given as in such cases. Margaret Sich, widow, and her son Benjamin Sich, appeared in support of their petition of 21 May last and the consultation of the same date, praying to be confirmed in their lands. A warrant had been issued to Bazett to measure the land, which he had done, and the plan now lay before the council. On examination of the title, Thomas Gargen, planter, who had married Richard Alexander's widow, put in a claim to twenty acres of land on behalf of the children. The council directed that the matter be referred to a jury of twelve men to decide before any further proceeding on the Sich title. The petition of Thomas Burnham, planter, was read. He prayed for about thirty feet of ground joining the back of Wood's premises, to build a house upon. Signed: 29 May 1711, Thomas Burnham. The council directed that the petition be granted, Burnham paying yearly to the Lords Proprietors the sum of [...] for ground rent as an acknowledgement. The petition of John Robinson, planter, on behalf of the children of Onesiphorus Steward deceased, was read. He had fenced in all the children's land and the land hired of the Honourable Company, according to law. He humbly prayed the council to establish him in the property. Signed: 30 May 1711, John Robinson. The council directed that a warrant be issued to Bazett to measure the same accordingly. Signed: John Roberts, Edward Mashborne, William Marsden, Daniel Griffith, Matthew Bazett. **Interpretations** The Jeffery confirmation is the shortest title investigation in the present series. By referring himself to the consultation of 22 February 1709, Jeffery rested his entire case on the previous council's own record, requiring no separate documentary chain. The council accepted this self-reference as sufficient, examined whatever lay in the 1709 entry, and proceeded directly to deed and beat-of-drum notice on the same 19 June date as the parallel cases. The short form reveals that where a recent consultation entry already established a holder's title, the new registration system did not require renewed documentary investigation; the consultation record itself sufficed. The Sich case introduces the first instance in this batch of an active third-party challenge to a registration application. Thomas Gargen, who had married Richard Alexander's widow under the 27 April 1711 settlement, here claimed twenty acres of land on behalf of the Alexander children. Gargen's appearance as claimant in the Sich case reveals that his role as fiduciary stepfather under the Alexander agreement extended to active assertion of the children's land rights against any holder who appeared on the Sich title. The mechanism shows how the wider Court of Orphans business of late April was now reaching into the registration cases, with executorial and fiduciary parties policing children's interests across the council's parallel reform tracks. The council's referral of the matter to a jury of twelve men, rather than deciding it directly, parallels the John Long-Robert Marsh referral of 29 May 1711, where the council also chose a jury determination over its own substantive adjudication. The pattern is now clear across multiple recent cases: the council reserves jury determination for contested family or fiduciary property claims arising in the registration process, treating jury determination as the proper forum for disputed facts. The technique preserves the council's confirmatory and administrative role while delegating

BL Image No.	Document No.	OCR Transcription	Modern Interpretation
			substantive contest resolution to a different institutional procedure. **Speculations** The use of jury determination for contested matters arising in the registration process, set against the council's preference for procedural confirmation in undisputed cases, reveals a working two-track system for the spring's reform programme. Routine confirmations were handled in council on documentary investigation followed by beat-of-drum notice and deferred deed; contested matters were diverted to twelve-man juries for substantive adjudication. The bifurcation allowed the council to manage the registration programme efficiently without becoming bogged down in substantive disputes, while preserving a forum for proper determination of contested facts. The pattern suggests an institutional design optimised for high throughput in uncontested cases combined with proper adjudication of the smaller number of disputed ones.
187	187	Island S[t] Helena At a Consultation held on Wednsday the 13[th] day of June 1711 At the United Castle in James Vally. Pr[es]t J[n]o Roberts Esq[r] Governour Edw[d] Mashborne Dep[ty] Governour W[m] Marsden 3[d] in Councill Daniell Griffith 4[th] in Councill Matthew Bagett 5[th] in Councill The Petetion of James Vefey [P]lanter Setting forth that he has [p]lanted wood and Fenced in his Own Land and Likewife Land hired of the Hon[ble] Com- -pany. According to Law. Humbly [P]rays that your Worship and Councill will be [P]leafed to E[s]tabli[s]h your [P]etetioner in his [P]roperty. And your [P]etetioner as in duty bound Shall Ever [P]ray &c June 13[th]. 1711. James Vefey Ordered That a Warrant be Issued Out to M[r] Bagell to Measure the Same Accordingly. M[rs] Grace Coulfon Wedow According to her [P]etetion of the 29[th]. of May Last [P]aft Us Appears by Confultation of the Same date [P]raying to be Confermed in her Land whereupon a Warr[an]t was Issued Out to M[r] Bagell to Measure the Same Accordingly and brought In a [P]lan of the Same which Now Lyes before Us, thereupon the Said M[rs] Coulfon was Asked what Writeings and Tilles She had to her Land Referred to the Confultation of the 30[th]. of March 1699. where She defired to have all her [p]apers and Writeings Entered in the Councill book of Said Island by Reafon of [P]reven- ting future damages they might Receive by Moth, Tire, Water &c. which Request was granted her Ordered Since That her Title is [P]roved in the Confultation Aforesaid and that an Advertize- -ment be Issued Out as in such Cafes and that She well be Setled in her [P]roper- -ty the 28. Instant. M[r] Matthew Bagett Freeholder According to his [P]etetion of the 29[th]. of May Laft [P]aft As Appears by Confultation of the Same date [P]raying to be Confermed in his Land whereupon a Warrant was Issued Out to him to Measure the Same which he did Accordingly and brought In a [P]lan of the Same which Now Lyes before Us, thereupon the Said M[r] Bagett was Asked what writeings and Tilles he had to [P]rove his Land, whereupon he Refers himfelfe to the Register book for his Tille which We fonde Registred in Manner following Matthew Bagett hath Ten Acres of Land, wherein he now dwells which he [P]urchafed of George Dweight free [P]lanter with the [P]rovisions &c for the Sum of	The council convened on Wednesday 13 June 1711 at the United Castle in James Valley. Present: John Roberts Esquire, Governor; Edward Mashborne, Deputy Governor; William Marsden, third in council; Daniel Griffith, fourth in council; Matthew Bazett, fifth in council. The petition of James Vesey, planter, was read. He had planted wood and fenced in his own land, as well as land hired of the Honourable Company, according to law. He humbly prayed the council to establish him in his property. Signed: 13 June 1711, James Vesey. The council directed that a warrant be issued to Bazett to measure the same accordingly. Grace Coulson, widow, appeared in support of her petition of 29 May last and the consultation of the same date, praying to be confirmed in her land. A warrant had been issued to Bazett to measure the land, which he had done, and the plan now lay before the council. Coulson was asked what writings and titles she had. She referred to the consultation of 30 March 1699, where she had asked that all her papers and writings be entered in the council book of the island to prevent future damage from moth, fire and water. That request had been granted. The council directed that, her title being proved in that earlier consultation, an advertisement be issued in the usual manner, and that she be settled in her property on 28 June next. Matthew Bazett, freeholder, appeared in support of his petition of 29 May last and the consultation of the same date, praying to be confirmed in his land. A warrant had been issued to him to measure the same, which he had done, and the plan now lay before the council. Bazett was asked what writings and titles he had to prove his land. He referred himself to the register book, in which the council found his title registered as follows. Matthew Bazett had ten acres of land, in which he now dwelled, which he had purchased of George Dwight, free planter, with the provisions on it, for thirty-five pounds, as more fully appeared by a bill of sale. **Interpretations** The Vesey petition is the first in the recent run explicitly to state both wood planting and fencing in the petition formula. The Sich petition of 21 May 1711 included wood planting, but most other petitions in this run referred only to fencing. The recurring inclusion of wood planting now identifies the council's preferred standard for the registration system: not merely enclosure but also continuing improvement through wood planting, consistent with the Governor's emphasis

BL Image No.	Document No.	OCR Transcription	Modern Interpretation
		Thirty Five [p]ound as may more largely Appear by a Bell of	on wood preservation as the chief article of the reform programme on 9 April 1711. Petitions citing both elements now appear procedurally complete in a way that fencing-only petitions did not. The Grace Coulson confirmation reveals a particularly elegant operation of the registration system. Her title rests entirely on the 1699 consultation in which she had voluntarily registered her papers and writings against future loss from moth, fire and water. The earlier voluntary registration, made twelve years before the 1711 reform, now serves as the documentary anchor for the formal confirmation, requiring no further investigation. The case illustrates how the council's institutional memory, preserved in the consultation books, could serve as the working title record across multi-decade gaps, and confirms the wider observation that registration practice in some form pre-dated the 1711 reform. The Bazett confirmation is the most institutionally elegant case yet. Bazett, as Surveyor General, has executed his own warrant to measure his own ten-acre holding, and now appears before the council to receive confirmation. The full council, including Bazett himself sitting as the fifth member, witnesses the procedure. The same documentary procedure applies that has been used for other petitioners: the warrant, the plan, the production of writings and titles, and the council's investigation. By referring to the register book for his title, Bazett is also relying on a pre-existing registration entry, which on review proves to record his purchase of ten acres of land for thirty-five pounds from George Dwight. **Speculations** Bazett's documentary self-reliance, referring himself to the register book rather than producing physical instruments, also reveals an institutional confidence in the new system. By the present consultation, the register book was being treated as fully sufficient evidence in itself, requiring no further documentary production where the underlying entry was already on the record. The reform programme had now reached a working maturity in which the institutional record stood as the definitive proof of title, fulfilling the central purpose articulated in the 6 April 1711 preamble.
188	188	Sale bearing date 20[th]. September 1694 Witnefred by John Long, Samuell Wrangham and Charles Steward which Said Land doth Sectuate In Quiet Vally adjoyning to the Lands of John Mudge and William Seale free [P]lanters. The Said Matthew Bagett hath about Five Acres of Land more which he [P]urchafed of Jonathan Hegham, free [P]lanter for the Sum of Ten pound as may more [P]lainly Appear by a Bell of Sale dated 15. December 1706. Lying In the Said Quiet Vally and is Next adjoyning to the Said Matthew Bagett Own Ten Acres of Land, and the Land Belonging to Senfrieg Children. The Said Matthew Bagett hath Ten Acres of Land more which he [P]urchafed of Jonathan Mudge late free [P]lanter for the Sum of Forty [p]ound Lying at the head of Deep Vally, Next Adjoyning to the Land of Thomas Addis Senior Free [P]lanter, Henry Coates, and S[r] John Poole. Amounting too in the whole to Twenty Five Acres of Land. The Laft Ten Acres We finde Exchanged with the Hon[ble] Company as by Confultation of the 2 November 1696. Upon Examenation and Inquiery We find that the Said Matthew Bagett Came fairly by his Estate and Land and has Lived in quiet [P]offefsion Severall Years, and has paid for it yearly As Appears by the Revenue books and hath been an Olesfaithfull Servant to the Hon[ble] Company.	The bill of sale was dated 20 September 1694, witnessed by John Long, Samuel Wrangham and Charles Steward. The land lay in Quiet Valley, adjoining the lands of John Mudge and William Seale, free planters. Bazett held about five further acres of land, purchased from Jonathan Hegham, free planter, for ten pounds, as appeared by a bill of sale dated 15 December 1706. The five acres lay in Quiet Valley, joining Bazett's own ten acres and the land of the Sensrieg children. Bazett held ten further acres of land, purchased from Jonathan Mudge, late free planter, for forty pounds. The ten acres lay at the head of Deep Valley, joining the land of Thomas Addis senior, free planter, the land of Henry Coales, and the land of Sir John Poole. The whole amounted to twenty-five acres of land. The last ten acres had been exchanged with the Honourable Company, as appeared by the consultation of 2 November 1696. On examination and inquiry, the council found that Bazett had come fairly by his estate and land, had lived in quiet possession for several years, and had paid for it yearly as appeared by the revenue books. He had been an old faithful servant of the Honourable Company. The council directed that a deed be drawn forthwith and given to him on 23 June, and that an advertisement be issued in the usual manner.

BL Image No.	Document No.	OCR Transcription	Modern Interpretation
		Wherefore Ordered That a Deed be forthwith drawn up and be given to him the 23. Instant, and that an Advertizement be Issued Out as in Such Cafes. The Storekeeper brought in his Account of the Sale of goods from the 25[th]. of Aprell 1711 to the 25[th] of May following. An Account of Goods Sold and Delevered from the 25[th] of Aprell 1711 Exclufive to the 25 of May Inclufive Vi[zt].	The storekeeper brought in his account of the sale of goods from 25 April 1711 to 25 May 1711. Account of goods sold and delivered between 25 April 1711 and 25 May 1711. **Interpretations** The Bazett title chain reveals the working geography of his accumulated holding. Two of the three parcels lie in Quiet Valley, joining each other and the land of the Sensrieg children, and the third lies at the head of Deep Valley among the holdings of Addis, Coales and Poole. The two contiguous Quiet Valley parcels confirm Bazett's pattern of consolidation through adjacent purchase, parallel to the Reder consolidation around Chapel Valley and Powell's around Smith's Plain. The Deep Valley ten acres, separately located, identifies Bazett as holding both a consolidated working block and a more remote secondary parcel, the typical pattern for a substantial island freeholder. The reference to the Sensrieg children's land as a neighbouring holding ties this consultation directly to the Court of Orphans business of 5 April 1711, where Bazett had been identified as bound to pay forty pounds to Peter Sensrieg on his coming of age, and to deliver a house in the same condition he had found it. The juxtaposition of the two roles, neighbour-purchaser of land adjoining the Sensrieg children's ground and fiduciary executor for the same children's interest, reveals the dense overlap between Bazett's personal and institutional positions in this part of the island. The boundary description in the register entry makes the spatial reality of the fiduciary relationship visible, with the executor's own land directly joining the orphans' land he was charged to administer. The 1696 consultation reference, in which the Deep Valley ten acres had been exchanged with the Company, identifies an earlier exchange transaction parallel to the Harding-Reder swap of 1700 at the council's request. The Company's use of land exchanges to consolidate its own holdings appears to have been a recurring technique across multiple consultations, with the 1696 case providing an early instance of the pattern. The institutional preference for negotiated exchanges over direct purchase, visible in the Harding-Reder case, here has a longer institutional history. **Speculations** The proximity of Bazett's Quiet Valley holding to the Sensrieg children's land may explain how he came to be the fiduciary holder of the Sensrieg house under the arrangement recorded in Poirier's note at the 5 April 1711 court. The fact that he was the immediate neighbour made him the natural caretaker of the adjacent estate during the minority, with the practical advantage of local supervision combined with the institutional standing to be bound by formal forty-pound undertaking. The geography of fiduciary administration in this period was therefore probably structured around immediate neighbourliness, with executors and trustees frequently being adjacent landholders to the estates they administered.
189	189	Inhabitants Vi[zt] £ s d £ s d Nailes Sorted 1 9 3 Glass Ware 5 8 Haberdashery Ware 7 13 9 Iron Mongers Ware 2 17 5 Shoes 3 5 4 Tinmans Ware 9 6 Stationary Ware 1 6 6 Navall and Garrison Stores 16 4 Hosiers Ware 1 2 9½ Hatts 9 9 6 Pewterers Ware 4 8	Account of goods sold and delivered to the inhabitants between 25 April 1711 and 25 May 1711: Nails sorted £1 9s 3d Glass ware £0 5s 8d Haberdashery ware £7 13s 9d Ironmonger's ware £2 17s 5d Shoes £3 5s 4d Tinman's ware £0 9s 6d Stationery ware £1 6s 6d Navy and garrison stores £0 16s 4d Hosier's ware £1 2s 9½d Hats £9 9s 6d Pewterer's ware £0 4s 8d

BL Image No.	Document No.	OCR Transcription	Modern Interpretation
		Woollen Goods 44 11 3¾ Cullary Ware 1 18 4 Tobacco Pipes 1 4 6 Soap 58 pound at 15 [ƥ] [...] 3:12:6 Ditto 25 pound Bengall at 6 [ƥ] [...] 12:6 4 5 Tobacco 35 pound at 2 [ƥ] [...] 3 10 Provisions 79 [ƥ] flour at 4½ 1 9 11½ Salt 1 1 9 Arrack 147¼ Gallons at 12 [ƥ] Gallon 88:4:0 Ditto 56¼ at 10 28:5:0 116 9 Romalls 1 5 3 Sugar 576¼ at 10 24 1 11 Lennen from India 19 Sugar Candy 80 at 15 [ƥ] [...] 4 18 9 Pepper 7 [ƥ] [...] 2 5 Island Shoes and [P]umps 7 Pitch and Tarr 9 Lennen from England 0:18:0 Oyle Linceed 2¼ Gall at 8 0:10:6 1 8 6 D[o] Rape 1½ Gall 248 6 3¾ Fort and Generall Table Vi[zt] Haberdashery Ware 5 Iron Mongers Ware 3 6 Navall and Garrison Stores 5 6 Woollen goods 1 5 Cullary Ware 2 13 7 Tobacco Pipes 5 Soap 23. at 15 10 Tobacco 5 13 6 Provisions 36 [ƥ] flour at 4 6 6 Salt 1 Bushell 6 Arrack 45 5/8 Gallons at 12 27 5 6 Sugar 97 pound at 10 4 10 Sugar Candy 16. at 15 3 Pepper 3 2 10 Tea 2½ 4 Beef and Suett 160 Suett at 6 8 Surratt Soap 8 English Lennen 47 2 Carried Over 295 8 2¾	Woollen goods £44 11s 3¾d Cutlery ware £1 18s 4d Tobacco pipes £1 4s 6d Soap, 58lb at 15d per lb £3 12s 6d Bengal soap, 25lb at 6d per lb £0 12s 6d Sub-total soap £4 5s 0d Tobacco, 35lb at 2d per lb £3 10s 0d Provisions, 79lb flour at 4½d per lb £1 9s 11½d Salt £1 1s 9d Arrack, 147¼ gallons at 12s per gallon £88 4s 0d Arrack, 56¼ gallons at 10s per gallon £28 5s 0d Sub-total arrack £116 9s 0d Romalls £1 5s 3d Sugar, 576¼lb at 10d per lb £24 1s 11d Linen from India £0 19s 0d Sugar candy, 80lb at 15d per lb £4 18s 9d Pepper, 7lb £0 2s 5d Island shoes and pumps £0 7s 0d Pitch and tar £0 9s 0d Linen from England £0 18s 0d Linseed oil, 2¼ gallons at 8s per gallon £0 10s 6d Rape oil, 1½ gallons £1 8s 6d Sub-total inhabitants £248 6s 3¾d Account of goods sold and delivered to the Fort and General Table between the same dates: Haberdashery ware £0 0s 5d Ironmonger's ware £0 3s 6d Navy and garrison stores £0 5s 6d Woollen goods £0 1s 5d Cutlery ware £2 13s 7d Tobacco pipes £0 0s 5d Soap, 23lb at 15d per lb £0 10s 0d Tobacco £5 13s 6d Provisions, 36lb flour at 4d per lb £0 6s 6d Salt, 1 bushel £0 0s 6d Arrack, 45⅝ gallons at 12s per gallon £27 5s 6d Sugar, 97lb at 10d per lb £4 10s 0d Sugar candy, 16lb at 15d per lb £0 3s 0d Pepper £3 2s 10d Tea, 2½lb £0 0s 4d Beef and suet, 160lb suet at 6d per lb £8 0s 0d Surat soap £0 0s 8d English linen £47 2s 0d Carried over: £295 8s 2¾d. **Interpretations** The inhabitants' account for the month of the sickness reveals an extraordinary concentration of expenditure on arrack. The combined arrack lines total 203½ gallons at one hundred and sixteen pounds nine shillings, representing close to half of the entire inhabitants' sub-total. The two-tier pricing structure has now stabilised at twelve shillings per gallon for the principal stock and ten shillings per gallon for a smaller secondary stock, presumably the lower-priced replacement obtained from Captain Arland on 9 May at eight shillings per gallon and marked up by two shillings for retail. The differential between Arland's wholesale price of eight shillings and the retail price of ten shillings yields a working margin of twenty-five per cent on the emergency supply, against the much higher margin on the earlier stock at twelve shillings. The arrack volume sold to inhabitants in this month, 203½ gallons, vastly exceeds the previous month's 130½ gallons, demonstrating that the sickness reported on 21 May 1711 had produced a substantial increase in medical consumption. Combined with the Fort's 45⅝ gallons at twelve shillings, the total arrack distribution for the month approaches 250 gallons, representing the largest single-month arrack movement in the recorded sequence. The pattern confirms that the council's emergency procurement from Arland had been justified by the depth of the underlying demand. The Fort and General Table account is dominated by the forty-seven pounds two shillings spent on

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			English linen, an unusually large line in a Fort account. The size of the entry suggests a substantial procurement of bedding, shirts or institutional linen for the garrison, perhaps related to the sickness and the consequent demand for fresh linens for sick patients. The combined Fort consumption of 45⅝ gallons of arrack at the twelve-shilling rate, generating twenty-seven pounds five shillings sixpence, indicates that the Fort, like the inhabitants, drew heavily on the supply for its own use during the month. **Speculations** The successful retention of the twelve-shilling price for the principal arrack stock, even after the cheaper Arland supply became available, suggests that the council's pricing strategy treated the two consignments as separate inventory pools rather than merging them under a single market-clearing price. The technique preserved the higher margin on the original stock while introducing the lower-priced Arland supply as a parallel offering, with consumers presumably choosing between them on price or perceived quality. The dual pricing reveals a working market segmentation, with the council operating two distinct supply lines simultaneously rather than treating arrack as a single homogeneous commodity.
190	190	Brought Over £ s d £ s d 295 6 2¾ Fortifications Vi[zt] Nailes 1 Iron Mongers Ware 2 6 5 2 6 Garrison Vi[zt] Nailes 1 3 Haberdashery Ware 1 10 Navall and Garrison Stores 3 5 4 Cullary Ware 1 10½ Oyle Rape 1¼ Gallon at 7 10 6 4 9½ Plantation Vi[zt] Nailes 2 8 Iron Mongers Ware 1 5 Provisions flour 2 [...] 9 Salt 1 Bushell 6 Oyle Rape 1 Gallon 7 1 11 5 Sum Totall 302 11 5¼ J[n]o Roberts Edw[d] Mashborne W[m] Mar[s]de[n] Dani[el] Griffith Matthew Bagett	Brought over: £295 8s 2¾d. Account of goods sold and delivered to the Fortifications between 25 April 1711 and 25 May 1711: Nails £0 1s 0d Ironmonger's ware £0 2s 6d Sub-total Fortifications £5 2s 6d Account of goods sold and delivered to the Garrison between the same dates: Nails £0 1s 3d Haberdashery ware £0 1s 10d Navy and garrison stores £3 5s 4d Cutlery ware £0 1s 10½d Rape oil, 1¼ gallons at 7s per gallon £0 10s 6d Sub-total Garrison £4 9s 5½d Account of goods sold and delivered to the Plantation between the same dates: Nails £0 2s 8d Ironmonger's ware £0 1s 5d Provisions, 2lb flour £0 0s 9d Salt, 1 bushel £0 0s 6d Rape oil, 1 gallon £0 7s 0d Sub-total Plantation £1 11s 5d Total: £302 11s 5¼d. Signed: John Roberts, Edward Mashborne, William Marsden, Daniel Griffith, Matthew Bazett. **Interpretations** The May 1711 account confirms the binary structural pattern previously identified across the storekeeper's accounts. The Fortifications, Garrison and Plantation totals are again small, reflecting the absorption of the April Mead Frigate consignment into use rather than fresh procurement. The total of three hundred and two pounds eleven shillings fivepence farthing represents a recovery from the April low of one hundred and fifty-one pounds, driven entirely by the inhabitants' line and the Fort and General Table line, both inflated by the sickness-related arrack and linen consumption. The total of three hundred and two pounds eleven shillings fivepence farthing places the May account at twice the April low and roughly at the middle of the previously observed base range of one hundred and thirty-five to two hundred and ninety-four pounds. The recovery is driven almost entirely by the sickness response in arrack and linen, illustrating how a single contingent factor could shift the colony's monthly store activity significantly even in a base month without consignment receipt.

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			The four-fold structure of the storekeeper's account, Inhabitants, Fort and General Table, Fortifications, Garrison and Plantation, has now been consistent across the entire recorded sequence from October 1710 through May 1711. The classification represents the council's working division of the colony's institutional and civilian consumption, with each category tracked separately for fiscal accountability. The discipline of separate sub-totals at each month-end, signed by the full council, provides the documentary record on which the wider reform programme's fiscal monitoring depends. **Speculations** The contrast between the eastern Company supply lines, supplying Bengal soap, Surat soap, Indian and China silks, arrack from Batavia, and pepper, and the European supply, supplying English linen, woollen goods, hats, hosier's ware and the principal ironmongery, reveals the dual sourcing pattern that characterised the colony's consumption. The storekeeper's account, by recording origin on certain lines while leaving others undifferentiated, provides a working snapshot of the cross-oceanic flows of goods that the East India Company's network sustained. The colony at St Helena was operating as a node in that network, drawing both eastward and westward supplies for its small population and visiting shipping.
191	191	Island S[t] Helena At a Consultation held on Saturday the 23. day of June 1711. At the United Castle in James Vally. Pr[es]t J[n]o Roberts Esq[r] Governour Edw[d] Mashborne Dep[ty] Governour W[m] Marsden 3[d] in Councill Daniel Griffith 4[th] in Councill Matthew Bagett 5[th] in Councill Commodore Boyce Offers about Ten or a Dozen Butts of Madera Wine If We have any Occafeon for it, and thereupon Considered the Quantity of Arrack their is in the Store and finde it will not Last about Two Months and We believe it is all We Shall have from India this Year, and being Informed by Cap[tn] Sandes when he Sayled from England the 10[th] of Aprill that the Store Shipps Lay in the Hope and all the Men preft Out of them, So that a Supply from England is Uncertain, and defireing of his [P]rice he demanded Twenty Two [p]ound a [p]ipe. Ordered That if the Wine was good and Sound and the [P]ipes full We would give him Twenty pound which was Agreed too. Their being a great want of Courfe Cloth for Shifting and None Sent Us from Bengall. Ordered. That Letters be drawn up to the Commandors According to the 16[th] [P]arra- -graph of the Hon[ble] Court of Derectors Letter Receed by the Mead Frigott J[n]o Roberts Edw[d] Mashborne W[m] Mar[s]de[n] Dani[el] Griffith Matthew Bagett	The council convened on Saturday 23 June 1711 at the United Castle in James Valley. Present: John Roberts Esquire, Governor; Edward Mashborne, Deputy Governor; William Marsden, third in council; Daniel Griffith, fourth in council; Matthew Bazett, fifth in council. Commodore Boyce offered about ten or a dozen butts of Madeira wine, if the council had any occasion for it. The council considered the quantity of arrack in the store and found that it would not last above two months. The arrack was probably all that would be received from India that year. Captain Sandes had reported on his sailing from England on 10 April that the store ships lay in the Hope and all the men had been pressed out of them, so a supply from England was uncertain. On enquiry into the price, Boyce demanded twenty-two pounds a pipe. The council directed that if the wine proved good and sound, and the pipes were full, twenty pounds a pipe would be paid. This was agreed. There was a great want of coarse cloth for shifting, and none had been sent from Bengal. The council directed that letters be drawn to the commanders, in accordance with paragraph 16 of the Honourable Court of Directors' letter received by the *Mead Frigate*. Signed: John Roberts, Edward Mashborne, William Marsden, Daniel Griffith, Matthew Bazett. **Interpretations** The Boyce wine transaction reveals the council's emergency procurement procedure now applied to a different commodity. The forecast that the existing arrack stock would last only two months, combined with the uncertainty of both Indian and English supply lines, prompted the council to accept Madeira wine as a substitute fortified beverage. The structure of the decision parallels the Arland arrack purchase of May: a visiting commodore offers a quantity of available stock, the council assesses the offer against expected supply lines and current inventory, and a price is agreed below the initial demand. The technique of negotiating downward from the captain's opening price, twenty-two pounds reduced to twenty pounds per pipe, illustrates the council's working bargaining method. The reference to store ships lying in the Hope identifies a specific shipping anchorage in the Thames

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			estuary or in the wider London approaches, with the press of seamen out of them indicating wartime impressment had stripped the Company's vessels of their crews before they could sail. The phrase reveals the impact of the War of the Spanish Succession on the East India Company's supply chains in 1711: Company vessels prepared for outbound voyages were being held at anchor while their crews were forcibly transferred to the Royal Navy, delaying or preventing the planned sailings. The information had reached the council through Captain Sandes, who had sailed from England on 10 April after observing the situation, allowing him to convey it to the colony some two months later. The colony's supply planning therefore had to account for the possibility that no English store ship would arrive that year. The coarse cloth shortage reveals a separate institutional problem. The absence of supply from Bengal in this consignment had left the colony without the rough cloth used for shifting, that is, for slave clothing and other utilitarian textile uses. The council's response was to draft letters to the commanders, citing paragraph 16 of the Court of Directors' letter received by the *Mead Frigate*. The reference to a specific paragraph in a Court of Directors' letter as the institutional authority for the letters to the commanders identifies how the Court's general instructions provided the legal basis for the council's authority to procure goods directly from visiting Company ships. Paragraph 16 of the letter presumably authorised the council to request specific commodities from commanders where particular shortages arose, supplying the institutional cover that captains such as Arland had previously found wanting. **Speculations** The information from Captain Sandes about the store ships lying in the Hope, dated 10 April 1711, provides one of the few external windows in this run of consultations onto wartime conditions in England. The Royal Navy's impressment of Company seamen, leaving the store ships unable to sail, reveals how the War of the Spanish Succession had reached into the East India Company's commercial operations directly, with its outbound voyages being delayed or cancelled by manpower constraints. The colony's planning had to absorb that information into its forward expectations, accepting that the English supply line might fail entirely for the year. The Boyce wine transaction and the letters to commanders were both adaptations to that wartime supply uncertainty, with the colony shifting to alternative procurement channels in anticipation of conventional channels failing.
192	192	Island S[t] Helena At a Consultation held on Tuesday the 3 day of July 1711. At the United Castle in James Vally Pr[es]t J[n]o Roberts Esq[r] Governour Edw[d] Mashborne Dep[ty] Govern[r] W[m] Marsden 3[d] in Councill Daniel Griffith 4[th] in Councill Matthew Bagett 5[th] in Councill The Fleet Now being in the Road and We Believe all that will Arrive from India and being Uncertain when the Fleet will Sayle. Ordered. That the Pacquet be made Up and a Generall Letter drawn up to the Hon[ble] Companys. The Petetion of Cap[tn] Edward Mashborne Setting forth that he having Served the Hon[ble] Company Upwards of Four Years which is above a Year more then his Indented time and having an Opportunity of goeing home this Shepping [P]rays a discharge and your [P]etetioner Shall Ever [P]ray Edw[d] Mashborne July 3. 1711.	The council convened on Tuesday 3 July 1711 at the United Castle in James Valley. Present: John Roberts Esquire, Governor; Edward Mashborne, Deputy Governor; William Marsden, third in council; Daniel Griffith, fourth in council; Matthew Bazett, fifth in council. The fleet was now in the road, and the council believed it was all that would arrive from India. The sailing time was uncertain. The council directed that the packet be made up, and that a general letter be drawn to the Honourable Company. The petition of Captain Edward Mashborne was read. He had served the Honourable Company for upwards of four years, more than a year beyond his indented time. Having an opportunity to go home with this shipping, he prayed for his discharge. Signed: 3 July 1711, Edward Mashborne. Mashborne produced his indenture. The council found that his time was expired as he had set out in his petition.

BL Image No.	Document No.	OCR Transcription	Modern Interpretation
		Cap[tn] Mashborne having [P]roduced his Indenture and We finde his time is Expired According as he Sets forth in his [P]etetion. Ordered That he deliver up the Live Stock under his Care, and that M[r] Griffith and M[r] Bagett be Appointed to take an Account thereof and Report the Same to the Councill which afsoon as done his [P]etetion will be granted In the Meantome he may have Liberty to put up a Noate According to the Vfuall Custome in Such Cafes when [P]eople are goeing Off. The Petetion of M[rs] Francis Goodevin and M[rs] Grace Coulfon Wedlows humbly [P]raying that your Worship and Councill would be [P]leafed to Grant your [P]etetioners Each a Lelle ground in Front to make a Yard before their hou[s]e wherein they Live. And your [P]etetioners as in duty bound Shall Ever [P]ray &c June 28[th]. 1711. Francis F G [her] Goodwin marke Grace G [her] Coulfon marke	The council directed that he deliver up the live stock under his care, and that Griffith and Bazett be appointed to take an account of it and report to the council. Once that was done, his petition would be granted. In the meantime, he might put up a note according to the usual custom in such cases when people were going off. The petition of Frances Goodwin and Grace Coulson, widows, was read. They humbly prayed the council to grant each of them a little ground in front to make a yard before the house in which they lived. Signed by their marks: 28 June 1711, Frances Goodwin, Grace Coulson. **Interpretations** Mashborne's petition reveals the formal mechanism for the departure of a senior Company servant on the expiry of his indenture. The four-year service period, with the additional year of extension beyond the indented term, supplied the standard Company contract structure for an officer at his level. The petition's framing, having an opportunity of going home this shipping, identifies the specific occasion: the present fleet provided the practical means of departure, and Mashborne was timing his application to coincide with its sailing. The opportunity was not routine. Fleets passed by infrequently, and a Company servant could spend additional years on the island waiting for the next suitable passage if the current opportunity were missed. The handover procedure for the live stock under Mashborne's care illustrates the working method of senior Company personnel transitions. As Deputy Governor and effective director of plantation operations, Mashborne held custodial responsibility for the Company's working livestock. The appointment of Griffith and Bazett to take an account before discharge was issued ensured that the transition would be documented at the moment of handover, with the live stock formally counted and assigned to a successor before Mashborne's personal accountability terminated. The technique parallels the wider documentary discipline of the spring's reform programme: every transfer of institutional responsibility was to be supported by an explicit inventory and accounting at the moment of change. Mashborne's departure marks a substantial personnel transition in the council. He had appeared as Deputy Governor in every consultation in the present sequence, recorded as second in council to Roberts, and had been the senior agent for many of the operational matters covered: the November 1710 plantation survey under his direction, the December 1710 Beale arrival on the *Nathaniel*, the 19 December 1710 Munden's Castle works, the 9 April 1711 hog husbandry instruction delivered to him by the Governor, the May 1711 yam procurement and the wider implementation of the reform programme. His removal from the council leaves the Governor without his most senior operational lieutenant and the council without a second voice with sea-service background. The implications for the working of the council under the wartime supply constraints and the active reform programme are significant. **Speculations** The departure of Mashborne, the most senior Company servant other than the Governor and a personal beneficiary of the Robert Goodwin will, also has implications for the wider Beale and Goodwin estate matters that have run through the spring's records. With his mother Frances Goodwin remaining on the island and Mashborne himself departing, the practical management of any continuing estate matters connected with the Beales, Bencoolen and the Robert Goodwin testamentary letter must necessarily transfer to other parties. The Frances Goodwin petition for a

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			yard, lodged at almost the same moment as Mashborne's discharge application, may reflect her practical preparation for managing her own affairs locally after her son's departure.
193	193	Ordered That the [P]etetioners have Each Five Foot and a half of ground in Front, paying ground Rent for the Same. Thus farr hath been Coppyed and Sent home by the Ship Concord who Sailed the 17[th]. of July 1711. J[n]o Roberts Edw[d] Mashborne W[m] Mar[s]de[n] Dani[el] Griffith Matthew Bagett Island S[t] Helena At a Consultation held on Thursday the 19[th]. day of July 1711. At the United Castle in James Vally Pr[es]t J[n]o Roberts Esq[r] Govern[r] W[m] Marsden 2[d] in Coun[cill] Daniel Griffith 3[d] in Coun[cill] Matthew Bagett 4[th] in Coun[cill] Pers[ua]nt to an Order of Councell bearing date 3 of July 1711. M[r] Griffith and M[r] Bagett Reports that Accordingly they went and took an Account of the Hon[ble] Companys Stock, Household Goods &c under the Care and in the Cuftody of Cap[tn] Edward Mashborne which are as followeth Vi[zt]. An Account of the Hon[ble] United Companys Stock of Cattle, Hoggs, Goates, and Sheep taken this 5[th] day of July 1711. Bulls 14 Bullockes 30 Cows 113 Heefers 45 Steers 33 Yearlongs 33 Calves 75 Totall 333 Sheep 52 Goates 107 Hoggs 64	The council directed that the petitioners each have five and a half feet of ground in front, paying ground rent for the same. Thus far had been copied and sent home by the ship *Concord*, which sailed on 17 July 1711. Signed: John Roberts, Edward Mashborne, William Marsden, Daniel Griffith, Matthew Bazett. Island of St Helena. The council convened on Thursday 19 July 1711 at the United Castle in James Valley. Present: John Roberts Esquire, Governor; William Marsden, second in council; Daniel Griffith, third in council; Matthew Bazett, fourth in council. Pursuant to an order of council dated 3 July 1711, Griffith and Bazett reported that they had gone and taken an account of the Honourable Company's stock, household goods and other items under the care and custody of Captain Edward Mashborne. The account was as follows. Account of the Honourable United Company's stock of cattle, hogs, goats and sheep, taken on 5 July 1711: Bulls 14 Bullocks 30 Cows 113 Heifers 45 Steers 33 Yearlings 33 Calves 75 Total 333 Sheep 52 Goats 107 Hogs 64 **Interpretations** The departure of Edward Mashborne is now formally registered in the council composition. The 19 July consultation lists only four councillors present, with Marsden, Griffith and Bazett each promoted by one place: Marsden as second in council, Griffith as third, Bazett as fourth. The Deputy Governor's place remains unfilled in this entry, leaving the council operating with a senior structure of Governor plus three subordinates rather than the customary five with a Deputy. The implication is that no immediate successor to Mashborne had been appointed by the time of this sitting, with the council functioning at reduced complement pending either a Company appointment or an internal promotion. The Concord is the vessel by which the spring's consultation books, registration entries, storekeeper's accounts and general letter have been despatched to London. Its sailing on 17 July 1711 fixes the cut-off date for the homeward report, with all subsequent matters falling into the next outbound packet. The despatch supplies the institutional moment at which the council's spring reform programme reached its formal documentary destination: nine months of consultations from November 1710 through the present series, the registration system with its sample confirmations, the storekeeper's monthly accounts, the Court of Orphans proceedings, the Coales and other probates, the Carne investigation, and the wider correspondence around the Sanderson, Doveton and other land matters. The London Court of Directors would now receive the full record of the council's work for the year, against which it could judge the institutional condition of its colony. The inventory of livestock taken on 5 July 1711 supplies the first comprehensive census of Company stock visible in the present sequence. The 333 head of

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			cattle, broken down by category, identifies the working scale of the bovine herd at the moment of Mashborne's discharge. The structure of the herd, with 113 cows, 45 heifers, 33 yearlings and 75 calves alongside the bulls, bullocks and steers, indicates an actively breeding operation in steady reproduction. The pyramid from 75 calves through 33 yearlings to 45 heifers reveals the natural attrition through the early stages, with some calves lost or slaughtered before reaching breeding maturity. **Speculations** The Concord's role as despatch vessel for the consolidated record of the spring's work also serves a particular function in the wider institutional cycle. By sending the complete sequence of consultations, accounts and proofs together, the council provided London with the materials for a comprehensive review of its colonial administration in this period. The metropolitan Court of Directors could read the registration preamble, follow it through the working cases, examine the storekeeper's accounts, trace the Court of Orphans reform, and assess the Governor's plantation programme against the livestock inventory, all in one coordinated despatch. The technique was institutionally elegant, presenting the council's reform programme as a coherent institutional achievement rather than as a series of disconnected actions, and probably reflected deliberate timing on the part of the Governor to maximise the impression made by his work before any change in his own position.
194	194	Island S[t] Helena An Account of the Hon[ble] Companys Moveables at Plantation hou[s]e taken from Cap[tn] Edward Mashborne this 10[th] day of July 1711. 2 Elbow Chairs 13 Ratland Ditto 3 Old Ditto 1 Ovall Table 1 Long Square D[o] 2 Small Ditto 1 Turkey Carpett 2 Feather Beds 2 Quilts 2 Bolfters 2 Pillows Bedfted and Curtains 1 Large dorefling Glass 1 Brafs cha[f]ing Dith 1 [P]ay[r] of Bellows 1 Brafs Candlefteck 1 Copper Sauce [p]an 1 Globe Lanthorn 1 Hock 2 Brafs Skummers 1 Ditto Ladle 2 Ditto Skellets 1 Ditto Lamp 1 Old Copper Sauce [p]an 1 Brafs Scale & 5 ½ [...] weeght 2 Ditto Sauce [p]ans 2 Pewter Chamber [P]otts 1 Ditto Quart [P]ott 54 Ditto Difhes 4 Doz[n] D[o] [P]lates 6 Pafons 2 Ditto Old Tankerds 2 Ditto Porrongers 1 Tea Kettle 2 Brafs Candle[s]tecks 1 Ten Cullenders 2 Frying [P]ans 1 Knife Bafket 3 Gred Irons 1 Ten Frunnells	Account of the Honourable Company's moveables at the plantation house, taken from Captain Edward Mashborne on 10 July 1711: Elbow chairs 2 Ratland chairs 13 Old chairs 3 Oval table 1 Long square table 1 Small tables 2 Turkey carpet 1 Feather beds 2 Quilts 2 Bolsters 2 Pillows 2 Bedstead and curtains 1 Large dressing glass 1 Brass chafing dish 1 Pair of bellows 1 Brass candlestick 1 Copper saucepan 1 Globe lanthorn 1 Hook 1 Brass skimmers 2 Brass ladle 1 Brass skillets 2 Brass lamp 1 Old copper saucepan 1 Brass scale and 5½ pounds weight 1 Brass saucepans 2 Pewter chamber pots 2 Pewter quart pot 1 Pewter dishes 54 Pewter plates, 4 dozen Basins 6 Pewter old tankards 2 Pewter porringers 2 Tea kettle 1 Brass candlesticks 2 Tin colander 1 Frying pans 2 Knife basket 1 Gridirons 3 Tin funnels 1

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		2 Box Irons 4 Iron [P]otts 5 Yarn pott[]s 1 Brafs Wash Kettle 1 D[o] [c]harger and Iron Tarett 1 Copper [s]till and Worm 4 Yam potts at Lufkeins 1 Ditto 1 Brafs Kette 1 Coppoer[]r Keetle 1 [P]ay[r] of Snuffers 28 Tin Mell[k] [P]ans 7 Milk Tubbs 3 Milk Pailes 2 Peggons 1 Cream Tubb 1 Tubb to Wash Butter In 3 [C]hurnes 3 Pailes 8 Tubbs 1 Cream Jarr 5 [P]owdering Tubbs 1 Tubb to Water Meal In 1 Old Tefil & 2 D[o] Chaires 1 Chest 1 forme 1 Ditto 2 Pailes 1 Shovell 9 Knieves 22 Forkes 1 [P]ay[r] Tonges 1 [p]ay[r] [B]ellows 2 Iron [S]pelts 1 Flefh Forks 1 Grond[s]tone 1 Tubb [...] 1 Paile [...] at Lufkeins 3 Iron Potts at the Hutts 3 [P]ai[r] hand Irons Fenders & Tonges 2 [p]ai[r] Brafs Sconces The Governour will [p]ut them under the Care of John How as Reeve, and the Governour will take [P]erticular Care of them himfelf. The Governour Says he has been Often talking about Enfign Lafons Land, which Lyes between the [P]lantation hou[s]e and high [p]eak how Conveniently it would be that We Should have all that to the high [p]eak and his [P]a[s]ture being Extraordinary good and well Fenced in will be of mighty Ufe, and is very advantaje[o]us to the Hon[ble] Company and will be an Entire [p]a[s]ture to the high [P]eak and So at Laft I [P]erfwaded Enfign	Box irons 2 Iron pots 4 Yam pots 5 Brass wash kettle 1 Brass charger and iron turret 1 Copper still and worm 1 Yam pots at Lufkin's 4 Yam pot 1 Brass kettle 1 Copper kettle 1 Pair of snuffers 1 Tin milk pans 28 Milk tubs 7 Milk pails 3 Piggins 2 Cream tub 1 Tub to wash butter in 1 Churns 3 Pails 3 Tubs 8 Cream jar 1 Powdering tubs 5 Tub to water meal in 1 Old table and 2 chairs 1 Chest 1 Form 1 Form 1 Pails 2 Shovel 1 Knives 9 Forks 22 Pair of tongs 1 Pair of bellows 1 Iron spits 2 Flesh fork 1 Grindstone 1 Tub at Lufkin's 1 Pail at Lufkin's 1 Iron pots at the Hutts 3 Pairs of handirons, fenders and tongs 3 Pairs of brass sconces 2 The Governor would place these under the care of John How as reeve, and would take particular care of them himself. The Governor remarked that he had often spoken about Ensign Lason's land, which lay between the plantation house and the High Peak. It would be convenient to have all that ground up to the High Peak, his pasture being extraordinarily good and well fenced, and of great use to the Honourable Company. It would make an entire pasture up to the High Peak. At last the Governor had persuaded Ensign **Interpretations** The plantation house inventory supplies the only domestic interior glimpse yet seen in the present sequence. The fifteen chairs of three different types, four tables, two feather beds with their bedding, the Turkey carpet, the large dressing glass and the various pewter, brass and tin household utensils together identify a well-equipped Company residence rather than a bare administrative outpost. The plantation house was operating as both an administrative centre and a functional household, with cooking, dining, sleeping and laundry equipment all maintained on Company account. The copper still and worm represents the most institutionally interesting item in the inventory. A still with its worm was the working apparatus for distillation, producing arrack from local materials or, more commonly in this period, redistilling weak spirits, fortifying wine or producing essences for medical use. The presence of a still at the plantation house identifies a small-scale local distillation capacity, which may have been part of the council's response to the chronic arrack

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			shortage. The earlier observation that the colony depended entirely on imported arrack from the Company's eastern network has now to be qualified: a working still existed at the plantation house, even if its output was small. The Lason pasture proposition reveals the Governor's continuing ambition to consolidate Company holdings around the high ground. The pasture lay between the plantation house and the High Peak, joining the Company's existing holdings to the High Peak through Lason's intervening ground. The Governor's interest in acquiring this parcel parallels the earlier Harding-Reder exchange of 1700, made at the request of the Governor and council to obtain Company-adjacent ground. The persuasion he describes, talking often about the matter until Lason was persuaded, indicates the technique of patient negotiation employed for these consolidating acquisitions, rather than direct purchase or compulsory acquisition. **Speculations** The Lason acquisition, breaking off the main narrative at this point, would when completed represent the consolidation of the entire upland pasture between the plantation house and the High Peak under Company control. The Governor's recent reforms in livestock management, including the move from open common to enclosed pasture, depended on such consolidation, and the timing of the Lason persuasion, coinciding with the Mashborne handover and the comprehensive livestock inventory, suggests an attempt to set the wider pastoral programme on a settled territorial footing before any further personnel changes affected the council's capacity to pursue it.
195	195	Lafon to Change for the [P]lantation of the Hon[ble] Company Named Wellys in Sandy bay In Confideration that it is for Our Mafters Interest, and Sence the Water is turned upon plantation hill their is Land Sufficient, and more then will Supply the Hon[ble] Company with what Ever they want with Care and Indu[s]try, with which Exchange We are well Sattisfied. Wherefore Ordered. That upon the delivery up of his Lease and Title to the Said Land he Shall have a Lease of Wellys Land on a View of and Exchange for his Own, and that he have Liberty to take of his [p]rovisions tell March Next, Referving always to the Hon[ble] Company a road way through the Same for their old Negroe[s], and that We have the Liberty to take the Sugar Came[]s in Wellys [p]lantation and Replant them upon [p]lantation hill till February Next. The Storekeeper brought in his Account of the Sale of goods from the 25[th]. of May 1711 to the 25[th] of June following. An Account of goods Sold and Delivered from the 25[th] of May Exclufive to the 25[th] of June Inclufive Vi[zt] £ s d £ s d Inhabitants Vi[zt] Nailes Sorted 1 5 10 Glass Ware 3 1 Haberdashery Ware 11 9 7 Iron Mongers Ware 2 19 5 Shoes	Lason was at last persuaded to exchange his ground for the Honourable Company's plantation called Welly's in Sandy Bay. The exchange was for the Company's interest. Since the water had been turned upon plantation hill, there was now land sufficient and more than enough to supply the Company with whatever it might want, given care and industry. The council was well satisfied with the exchange. The council directed that, on Lason delivering up his lease and title to the said land, he would have a lease of Welly's land on view of and exchange for his own. He had liberty to take off his provisions until March next. A road through the land was always reserved to the Honourable Company for their old slaves. The council also had liberty to take the sugar canes in Welly's plantation and replant them upon plantation hill until February next. The storekeeper brought in his account of the sale of goods from 25 May 1711 to 25 June 1711. Account of goods sold and delivered to the inhabitants between those dates: Nails sorted £1 5s 10d Glass ware £0 3s 1d Haberdashery ware £11 9s 7d Ironmonger's ware £2 19s 5d Shoes £6 6s 11d Tinman's ware £0 12s 0d Navy and garrison stores £1 2s 6d Brazier's ware £0 2s 6d Hosier's ware £7 16s 6d Hats £9 5s 4d Pewterer's ware £35 4s 3¼d Woollen goods £3 6s 9d Cutlery ware £0 14s 4½d Tobacco pipes, 28½ dozen £0 3s 3d Soap, 51lb at 15d per lb £2 14s 0d Tobacco, 27lb £0 10s 10½d Provisions, 29lb flour at 4½d per lb £1 3s 3d Salt, 3¾ bushels at 6¼d per bushel £4 3s 2d

BL Image No.	Document No.	OCR Transcription	Modern Interpretation
		6 6 11 Tenmans Ware 12 Navall and Garrison Stores 1 2 6 Brasiers Ware 2 6 Hosiers Ware 7 16 6 Hatts 9 5 4 Pewterers Ware 35 4 3¼ Woollen goods 3 6 9 Cullary Ware 14 4½ Tobacco Pipes 28½ Doz[n] 3 3 Soap 51 pound at 15 [ƀ] [...] 2 14 Tobacco 27 10 10½ Provisions 29 [ƀ] flour at 4½ [ƀ] [...] 1 3 3 Salt 3¾ Bushells at 6¼ [ƀ] Bushell 4 3 2 Red Coates 2 128 3 9 Arrack Batavia 256 ¾ Gallons at 10 [ƀ] Gallon 5 Romalls 4 [...] 3 [ƀ] [...] 21 18 4 Sugar 526. at 10 [ƀ] [...] 1 9 Lennen from India 3 2 17 6 Sugar Candy 46 [...] at 15 [ƀ] [...] 5 5 Beefe and Suet 22 Suet 5 6 Pepper 5 [...] 4 [...] Island Shoes and [P]umps 9 5 Pitch and Tarr 13 Barrels [P]itch to Shipping 5 Goa Arrack 20 Gallons at 5 19 9 10½ Lennen from England Oyle Vi[zt] Rape 2.2 at 7 0:17:6 Linceed 2[t] at 8 0:16:0 Trayne 1. at 7 0:1:9 1 15 3 283 10 10¼ Carried Over 283 10 10¼	Red coats, 2 £128 3s 9d Batavia arrack, 256¾ gallons at 10s per gallon £5 0s 0d Romalls, 4 pieces at 3s each £21 18s 4d Sugar, 526lb at 10d per lb £1 9s 0d Linen from India, 3 pieces £2 17s 6d Sugar candy, 46lb at 15d per lb £5 5s 0d Beef and suet, 22lb suet £0 5s 6d Pepper, 5lb £0 4s 0d Island shoes and pumps £0 9s 5d Pitch and tar, 13 barrels of pitch to shipping £5 0s 0d Goa arrack, 20 gallons at 5s £19 9s 10½d Linen from England £0 0s 0d Rape oil, 2 gallons 2 quarts at 7s per gallon £0 17s 6d Linseed oil, 2 quarts at 8s per gallon £0 16s 0d Train oil, 1 quart at 7s per gallon £0 1s 9d Sub-total oils £1 15s 3d Sub-total inhabitants £283 10s 10¼d Carried over: £283 10s 10¼d. **Interpretations** The Lason exchange completes the consolidation programme initiated by the Governor's earlier remarks. The mechanism mirrors the 1700 Harding-Reder swap exactly: the Company wanted Lason's parcel for adjacency to the High Peak, and induced the swap by offering Welly's land in Sandy Bay as the consideration. Lason secured a comparable holding in a different location, the Company secured the consolidation it wanted, and no cash changed hands. The technique continues the council's preferred method of inducing land moves through negotiated exchange rather than purchase or compulsion. The phrase since the water is turned upon plantation hill their is land sufficient anchors the Lason exchange firmly in the success of the 13 February 1711 irrigation project. The water diversion had transformed plantation hill from marginal upland into productive ground, justifying the Company's willingness to part with Welly's in Sandy Bay in exchange for the smaller but more strategically located Lason parcel. The irrigation success has now generated a second-order reorganisation of the wider Company estate, with consolidation around the new productive centre at the expense of older holdings. The arrack reveals a price collapse from the previous month's twelve-shilling rate. The 256¾ gallons of Batavia arrack at ten shillings per gallon, and the further 20 gallons of Goa arrack at five shillings per gallon, both indicate that fresh supply had arrived from the eastern Company network, breaking the scarcity that had driven the previous months' high prices. The Batavia arrack at ten shillings is consistent with the price reduction implied by the appearance of fresh stock, and the Goa arrack at five shillings represents a substantially cheaper origin alternative, perhaps reflecting either a different quality or a more favourable Company sourcing arrangement at Goa. **Speculations** The arrival of fresh Batavia arrack at ten shillings per gallon, sufficient to supply 256¾ gallons in a single month at retail, indicates that the eastern supply network had responded to the colony's pressing need. The arrack price had peaked at twelve shillings during the scarcity and now returned to a more sustainable ten-shilling level with abundant supply. The Goa arrack at five shillings represents a still cheaper alternative from a separate Portuguese-Indian Company source, suggesting the colony was diversifying its supply by drawing from multiple eastern stations. The wider lesson, that single-source dependency had created the spring's crisis, was now being applied through multi-source sourcing in the summer's supply pattern.

BL Image No.	Document No.	OCR Transcription	Modern Interpretation
196	196	Brought Over £ s d £ s d 283 10 10¼ Fort and Generall Table Vi[zt] Nailes 9 4 Glass Ware 4 4 Haberdashery Ware 5 4 Iron Mongers Ware 7 6 Tin Ware 1 10 0 Navall and Garrison Stores 2 Brasiers Ware 17 11½ Pewterers Ware 2 8 8 Woollen goods 6 2 Cullary Ware 5 6 Tobacco Pipes 20 Dog[]s 10 Soap 15 pound at 15 18 9 Tobacco 5 pound 10 Provisions 16 [ƥ] flour at 4½ [ƥ] [...] 6 Salt 2 Bushells 12 Arrack Batavia 65¾ Gallons at 10 32 17 6 Sugar 85 at 10 [ƥ] [...] 3 10 10 Iron potts 2 of 96 [...] 2 8 Sugar Candy 22 at 15 1 7 6 Tea 3 pound 3 Beefe and Suet 125 Suet 3 2 6 Pepper 2 pound 2 Rice 20 at 2½ [ƥ] [...] 4 2 Goa Arrack 8¼ Gallons at 5 2 2 6 57 19 11½ Garrison Vi[zt] Rape Oyle 2 Gallons 15 Haberdashery Ware 1 10 Cullary Ware 9 4½ Navall and Garrison Stores 1 15 6 Lennen from India 1 3 3 14 8½ Fortifications Vi[zt] Iron Mongers Ware 12 4 Arrack Bat 3½ Gallons 1 12 6 Wine 1½ Gallon 1 7 7½	Brought over: £283 10s 10¼d. Account of goods sold and delivered to the Fort and General Table between 25 May 1711 and 25 June 1711: Nails £0 9s 4d Glass ware £0 4s 4d Haberdashery ware £0 5s 4d Ironmonger's ware £0 7s 6d Tin ware £1 10s 0d Navy and garrison stores £0 0s 2d Brazier's ware £0 17s 11½d Pewterer's ware £2 8s 8d Woollen goods £0 6s 2d Cutlery ware £0 5s 6d Tobacco pipes, 20 dozen £0 10s 0d Soap, 15lb at 15d per lb £0 18s 9d Tobacco, 5lb £0 10s 0d Provisions, 16lb flour at 4½d per lb £0 6s 0d Salt, 2 bushels £0 12s 0d Batavia arrack, 65¾ gallons at 10s per gallon £32 17s 6d Sugar, 85lb at 10d per lb £3 10s 10d Iron pots, 2 of 96lb £0 2s 8d Sugar candy, 22lb at 15d per lb £1 7s 6d Tea, 3lb £0 3s 0d Beef and suet, 125lb suet £3 2s 6d Pepper, 2lb £0 2s 0d Rice, 20lb at 2½d per lb £0 4s 2d Goa arrack, 8¼ gallons at 5s per gallon £2 2s 6d Sub-total Fort and General Table £57 19s 11½d Account of goods sold and delivered to the Garrison between the same dates: Rape oil, 2 gallons £0 15s 0d Haberdashery ware £0 1s 10d Cutlery ware £0 9s 4½d Navy and garrison stores £1 15s 6d Linen from India £0 1s 3d Sub-total Garrison £3 14s 8½d Account of goods sold and delivered to the Fortifications between the same dates: Ironmonger's ware £0 12s 4d Batavia arrack, 3½ gallons £1 12s 6d Wine, 1½ gallons £1 7s 7½d Sugar, 1lb £0 0s 10d Sub-total Fortifications £2 11s 3½d Account of goods sold and delivered to the Plantation between the same dates: Nails £0 4s 10d Cutlery ware £0 4s 8d Provisions, 6lb flour at 4½d per lb £0 2s 3d Salt, 3½ bushels at 6⅝d per bushel £1 1s 0d Navy and garrison stores £0 0s 6d Pewterer's ware £0 6s 10d Tobacco pipes, 1 dozen £0 0s 6d Rice, 5lb £0 2s 6d Pepper, 1lb £0 0s 5d Sub-total Plantation £3 9s 7d Total: £351 6s 4¾d. **Interpretations** The June 1711 account confirms continuation of the supply pattern established in May, with the inhabitants' line dominating at two hundred and eighty-three pounds and the institutional accounts running at small base levels. The total of three hundred and fifty-one pounds six shillings fourpence three farthings is the highest base-month total in the spring sequence, exceeding May by some forty-eight pounds and approaching the upper end of the previously observed base range. The increase reflects continuing sickness consumption combined with the arrival of fresh supplies at lower prices. The appearance of rice as a new commodity in both the Fort and Plantation accounts is significant. The

BL Image No.	Document No.	OCR Transcription	Modern Interpretation
		Sugar 1 pound 10 2 11 3½ Plantation Vi[zt] Nailes 4 10 Cullary Ware 4 8 Provisions 6 [ꝑ] flour at 4½ 2 3 Salt 3½ Bushells at 6 5/8 1 1 Navall and Garrison Stores 6 Pewterers Ware 6 10 Tobacco pipes 1 Dog 6 Rice 5 pound 2 6 Pepper 1 pound 5 3 9 7 Sum Totall 351 6 4¾	20 pounds at the Fort and 5 pounds at the Plantation, both at two and a half pence per pound, identify rice as a recently arrived supply, probably from the same eastern Company consignment that brought the fresh Batavia arrack. Rice supplements the existing grain and starch supply of yams, corn and beans, providing a third staple to the colony's cuisine during the period of intensive sickness. The price of two and a half pence per pound makes rice an economical bulk foodstuff compared to other grain options. The wine at eighteen shillings per gallon retail, against the Madeira pipe acquisition cost of approximately three shillings twopence per gallon, yields a markup of more than five times the wholesale price. The high retail margin captures substantial revenue for the Company from the wartime emergency procurement, with the Madeira providing both supply diversification and significant fiscal benefit. **Speculations** The appearance of rice in the colony's supply mix during the sickness period also reveals an adaptive supply response. Rice was easier to digest than dense yam or bread, and would have been suitable for sick patients with reduced appetite. The supply at two and a half pence per pound made it an economical addition to the diet of both the Fort and the working plantation labour force. The fresh rice consignment, presumably from the same shipping that brought the Batavia arrack and Goa arrack, identifies a broader eastern supply response to the colony's reported difficulties, with multiple commodities arriving together to address the various dimensions of the spring's challenges.
197	197	Island S[t] Helena At a Consultation held on Friday the 20[th] day of July 1711. At the United Castle in James Vally. Pr[es]t J[n]o Roberts Esq[r] Governour W[m] Marsden 2[d] in Coun[cill] Daniel Griffith 3[d] in Coun[cill] Matthew Bagett 4[th] in Coun[cill] M[r] Thomas Swallow Senior Freeholder According to his [P]etetion of the 19[th]. of May Laft, As Appears by Confultation of the 21[t] of May [P]raying to be Confermed in his Land, whereupon a Warrant was Issued Out to M[r] Bagett to Measure the Same which he did Accordingly and brought in a [P]lan of the Same which Now Lyes before Us, thereupon the Said M[r] Swallow was Asked what writeings and Tille he had to his Land who [P]roduced. First a [P]rinted Deed under the Hon[ble] Comp[ny]s Seale for Ten Acres of Land formerly John Boyce in Sandy bay to M[r] Robert Swallow Signed by J[n]o Blackmore Govern[r] Rob[t] Holden Dep[ty] Govern[r] Gre: Field 3[d] in Coun[cill] J[n]o Blackmore Jun[r] Regi[s]t[er] Dated 19[th] of August 1684. Likewife a Certefecate of J[n]o Blackmore Juneor Register that the Same was Registered March 25. 1682. Likewife We finde upon Antient Record that the Said John Boyce had the Said Ten Acres Allotted him, and that he Sold it to M[r] Robert Swallow Father of the Said Thomas Swallow who [P]offeft it as Heir to his Father. Secondly We finde in the Register booke Among Account of Lands as it was given in to a Jury who were Impannelled the 26[th]. September	The council convened on Friday 20 July 1711 at the United Castle in James Valley. Present: John Roberts Esquire, Governor; William Marsden, second in council; Daniel Griffith, third in council; Matthew Bazett, fourth in council. Thomas Swallow senior, freeholder, appeared in support of his petition of 19 May last and the consultation of 21 May, praying to be confirmed in his land. A warrant had been issued to Bazett to measure the land, which he had done, and the plan now lay before the council. Swallow was asked what writings and titles he had, and produced the following: First, a printed deed under the Honourable Company's seal for ten acres of land formerly belonging to John Boyce in Sandy Bay, granted to Robert Swallow. The deed was signed by John Blackmore, Governor, Robert Holden, Deputy Governor, Gregory Field, third in council, and John Blackmore junior, register. It was dated 19 August 1684. A certificate of John Blackmore junior, register, accompanied it, showing the deed had been registered on 25 March 1682. Ancient record showed that John Boyce had been allotted the ten acres, and that he had sold them to Robert Swallow, father of Thomas Swallow, who had possessed the land as heir to his father. Second, the register book contained an entry among the accounts of lands given in to the jury empanelled on 26 September 1682, in page six, in the following words: the lot of Thomas Swallow, lying in Sandy Bay, bottoms to the north on ten acres of Robert Swallow and to the south on ten acres of John Sich, being twenty acres in all, but with no original deed. An ancient loose manuscript, supposed to be in the hand of John Blackmore junior, register, and dated 1680, contained the following memorandum: Thomas Swallow ten acres of land in Sandy Bay, joining his former ten acres, which is twenty acres for him and his wife. Third, a further ten acres of land in Sandy Bay, possessed by Swallow by way of exchange with John Sich for ten acres, part of his father Robert Swallow's

BL Image No.	Document No.	OCR Transcription	Modern Interpretation
		1682 for that [P]urpofe in [P]age 6[h] the word[]s following in a [P]arragraph Vi[zt] The Lott of Thomas Swallow Lying in Sandy bay bottoms on the North to Ten Acres of M[r] Robert Swallows On the South to Ten Acres of M[r] John Sich being Twenty Acres but No Origenall Deed. Likewife We finde in an Antient Loofe Manufcript Suppofe to be John Blackmore Jun[r] Registers hand Dated 1680. the Memorandum follow- -ing Vi[zt]. Thomas Swallow Ten Acres of Land in Sandy bay Joyning to his former Ten Acres, which is Twenty Acres for him and his Wife. Thirdly Ten Acres of Land more Lying in Sandy bay which he the Said Thomas Swallow [P]offeses by way of Exchange with John Sich for Ten Acres [P]art of his Father Robert Swallows Lott Land Lying in Chappell Vally there Appears no Deed Or writeing between them but Each [p]offeft the Same many years, and the Said John Sich dyed in [P]offefsion and his Wedow Still C[on]tinues the Same.	lot land lying in Chapel Valley. No deed or writing appeared between them. Each had possessed the land for many years. John Sich died in possession, and his widow continued in the same. **Interpretations** The Swallow title chain reveals the earliest documentary instrument seen in the present sequence. The 1684 printed deed under the Honourable Company's seal, executed by Governor John Blackmore and his council with John Blackmore junior as register, is the foundation document of Thomas Swallow's holding. The use of a printed deed indicates that the colony was already using standardised forms for major property grants by the early 1680s, with blanks completed for the specific parties and parcels. The technique parallels the printed form approach to administrative documentation in early colonial settlements, where pre-printed templates reduced the workload on clerks and ensured consistent legal effect across multiple grants. The signatories of the 1684 deed identify the council composition of that year. John Blackmore as Governor had appeared earlier as a signatory of the 1680 Greentree-Cates order in the Reder case and the 1680 Denning sale to Symes in the Powell case. He continued in office in 1684 with Holden as his Deputy and Gregory Field as third in council. The 1684 date is significant in the colony's history: this was the year of the rebellion of 21 October, when Black Oliver was shot attempting the Fort and Edward Gardner and John Lufkin were among the condemned. The August 1684 deed predates the rebellion by two months, capturing the council's normal land-grant business immediately before the political crisis that disrupted the colony's affairs. The 1680 loose manuscript, supposed to be in John Blackmore junior's hand, identifies a tier of documentation below the formal register entries: working notes by the register on individual holdings, retained as supporting evidence even though not formally entered into the register book. The phrase ten acres for him and his wife reveals the family-allocation principle behind the doubled holding: ten acres for Thomas Swallow himself, ten acres on his marriage as a couple's enhanced allocation. The pattern parallels the wider observation in the handover record that ten-acre marriage portions or family allocations were standard for the colony's freeholder class in this period. **Speculations** The institutional value of the Swallow case for the 1711 council's reform programme lies in its demonstration that the colony's documentary base was deep, with formal deeds, jury findings, register entries and loose manuscript memoranda all available for the proper construction of a thirty-year-old title. The council's task in 1711 was not to create such records from nothing but to bring together and rationalise the existing scattered documentation into a coherent register. The Swallow case shows that the underlying institutional material was substantial, supporting the wider conclusion that the 1711 reform was a consolidation rather than an invention of the colony's tenure system.
198	198	We finde Also that Robert Swallow the Father had Twenty Acres of Land Allotted to him in 1680. but finde No Original Deeds to Either bell they Always held the Same Quietly. Amounting too in the whole to Forty Acres of Land. Upon a full Inquiery and Search into Records We finde that the Said Thomas Swallow Came fairly by the Said Land and Estate and has Ever	Robert Swallow the father had been allotted twenty acres of land in 1680. No original deeds appeared for either parcel, but the family had always held the land quietly. The whole amounted to forty acres of land. On full inquiry and search into the records, the council found that Thomas Swallow had come fairly by the land and estate, had always had peaceable possession, and had yearly paid the duty and revenues for it as appeared by the revenue books. He was an

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		had [P]eaceable [P]offefsion, and yearly [P]aid Duty and Revenues for the Same As Appears by the Revenue books, and is an Antient [P]lanter who has always Demeaned himself Civilly and Quietly under Government. Wherefore Ordered. That a Deed be forthwith drawn up and be given to him, and that [P]ublick Notice is given as in Such Cafes. M[r] Thomas Gargen Freeholder According to his [P]etetion of the 14[th] of May Last, As Appears by Confultation of the 21[s] of May [P]raying to be Confermed in his Land, whereupon a Warrant was Issued Out to M[r] Bagett to Measure the Same which he did Accordingly, and brought In a [P]lan of the Same which Now Lyes before Us, thereupon the Said M[r] Gargen was Asked what writeings and Tille he had to his Land who [P]roduced First a Bell of Sale from the Governour and Councill Dated the 7[th] of June 1699. with the Hon[ble] Companys Seale Affecxed Signed by [P]oirier Govern[r] Tho[s] Bright Dep[ty] Gov[r] Tho[s] Goodwin 3[d] in Coun[cill] Off One Mesfuage hou[s]e and Ten Acres of Yum wood Land, with all and Singular the [P]rovifions growing and Standing thereon formerly Rich[d] Griffin [P]lanter unto the Said Thomas Gargen and his Heirs, for Ever for the Sum of Forty Five [p]ounds with a Claufe to Warrant Said [P]offefsion against all [P]ersons whatsoever. Then Referred himself to a Confultation of June 7. 1699 where was [P]refent [P]oirier Tho[s] Bright Tho[s] Goodwin Where it was Unanimoufly Agreed upon and Ordered and where on We finde that the Hon[ble] Company bought it of the Said Griffin, and are Sattis- feed that the Said Gargen has paid for the Same. The which Containing Ten Acres. We are Sattisfeed the Said Gargen [P]urchafed the Same of the Government for a Vallueable Confederation and has paid Duty and Revenues thereof and is of a quiet defpofession. Wherefore Ordered That a Deed be forthwith drawn up and be given to him, and that [P]ublick Notice is given as in Such Cafes	ancient planter who had always demeaned himself civilly and quietly under government. The council directed that a deed be drawn forthwith and given to him, and that public notice be given in the usual manner. Thomas Gargen, freeholder, appeared in support of his petition of 14 May last and the consultation of 21 May, praying to be confirmed in his land. A warrant had been issued to Bazett to measure the land, which he had done, and the plan now lay before the council. Gargen was asked what writings and titles he had, and produced the following: First, a bill of sale from the Governor and council, dated 7 June 1699, with the Honourable Company's seal affixed. The bill was signed by Poirier, Governor, Thomas Bright, Deputy Governor, and Thomas Goodwin, third in council. The bill conveyed one messuage house and ten acres of yam-wood land, with all the provisions growing and standing on it, formerly belonging to Richard Griffin, planter, to Thomas Gargen and his heirs forever, for forty-five pounds, with a clause warranting possession against all persons whatsoever. Gargen then referred to the consultation of 7 June 1699, at which Poirier, Bright and Goodwin were present, where the matter had been unanimously agreed and ordered. From that entry the council found that the Honourable Company had bought the land of Richard Griffin and was satisfied that Gargen had paid for the same. The land contained ten acres. The council was satisfied that Gargen had purchased it from the government for a valuable consideration, had paid the duty and revenues, and was in quiet possession. The council directed that a deed be drawn forthwith and given to him, and that public notice be given in the usual manner. **Interpretations** The completion of the Swallow chain reveals the institutional treatment of holdings where original deeds were entirely absent. Both Robert Swallow the father's 1680 twenty-acre allocation and his subsequent acquisitions had been held without surviving original deeds, yet the council confirmed the title to the descendant Thomas Swallow on the strength of the ancient record of allocation, the supporting jury findings of 1682, the loose manuscript memoranda, and the long peaceable possession. The 1684 printed deed for the Boyce ten acres provided the documentary anchor, but the surrounding holdings rested on institutional rather than personal documentation. The case demonstrates the working strength of the gap-filling principle now standard in the council's confirmations: documentary completeness was not required where ancient record and continuous possession together established the title. The Gargen case presents a much simpler chain than the Swallow case. The single 1699 bill of sale from the Governor and council to Gargen, supported by the council's own consultation entry of the same date, provides a complete and self-contained documentary chain. The mechanism reveals that where the colony's government itself had been the seller, the council's own institutional record supplied the conclusive title document, requiring no further investigation of upstream chains. The Company had bought the land from Richard Griffin and then sold it to Gargen, with both transactions recorded in the council's own books. The Gargen case also marks a significant moment in the recent record. The same Thomas Gargen had appeared on 18 April 1711 settling his bond on the residual nine pounds plus six years' interest, on 27 April 1711 receiving two hundred and ninety pounds five shillings sixpence three farthings as the new stepfather

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			to Richard Alexander's children, on 14 May 1711 submitting the petition that has now reached confirmation, and on 29 May 1711 claiming twenty acres on behalf of the Alexander children in the Sich case. His present confirmation completes the regularisation of his personal title under the new system, while his fiduciary roles as stepfather continue separately. The Gargen line of cases provides a working example of how a single freeholder could engage with multiple branches of the council's spring reform programme in parallel. **Speculations** The Gargen confirmation, by contrast, operated as the formal closing of a long sequence of personal and institutional engagement with the spring's reform programme. By securing his own title under the new register, Gargen converted his various roles, debtor, fiduciary, claimant, into a settled landholder position from which the other roles could be exercised with full institutional recognition. The pattern reveals how the registration system functioned not merely as a property law reform but as a comprehensive personal regularisation mechanism, with confirmed freehold operating as the foundation for the wider engagements of the colony's productive citizens.
199	199	M[r] Thomas Perkins Serjeant in behalf of William and Paul Charles Sons and Heirs of Paul Charles Deceased, According to his [P]etetion of the 5[th] of December Last [P]aft, As Appears by Confultation of the Same date [P]raying to be Confermed in his Land, whereupon a Warrant was Issued Out to M[r] Bagett to Measure the Same which he did Accordingly, and brought in a [P]lan of the Same which Now Lyes before Us, thereupon the Said M[r] Perkins was Asked what writeings and Title he had to his Land Referred to a Confultation of the 5[th] of December 1699. which Runs as followeth Vi[zt] Paul Charles to have Ten Acres of Cabbidge tree Land formerly bought by the Company of Richard Griffon with Two Thousand of Yams and Suckers, in Confederation of his Long Services and Labour done the Company in their Vinyards for the Sum of Twenty [p]ound in Store Credit Signed by [P]oirier Tho[s]: Bright Tho[s]: Goodwin We finde that the Said Paul Charles paid for it in Store Credit and Lived and Dyed in Quiet [P]offefsion thereof. Wherefore Ordered That a Deed be forthwith drawn up and be given to Thomas Perkins Serjeant in behalf of Paul Charles (deceased) Children and that [P]ublick Notice Is given as in Such Cafes. M[r] Walter Belvard Freeholder According to his [P]etetion of the 29[th]. of May Last, As Appears by Confultation of the Same date [P]raying to be Confermed in his Land, whereupon a Warrant was Issued Out to M[r] Bagett to Measure the Same, which he did Accordingly and brought in a [P]lan of the Same which Now Lyes before Us, thereupon the Said M[r] Belvard was Asked what writeings and Tille he had to his Land, humbly Referred himself to the Register booke. Where his Bill of Sale from George Dweight is Registered and Atte[s]ted by the then Governour and Councell Vi[zt].	Thomas Perkins, sergeant, appeared on behalf of William and Paul Charles, sons and heirs of Paul Charles deceased, in support of his petition of 5 December last and the consultation of the same date, praying to be confirmed in the land. A warrant had been issued to Bazett to measure the land, which he had done, and the plan now lay before the council. Perkins was asked what writings and title he had to the land, and referred to a consultation of 5 December 1699, which ran as follows. Paul Charles was to have ten acres of cabbage-tree land formerly bought by the Company of Richard Griffin, with two thousand yams and suckers, in consideration of his long services and labour done the Company in their vineyards, for twenty pounds in store credit. The order was signed by Poirier, Thomas Bright and Thomas Goodwin. The council found that Paul Charles had paid for the land in store credit and had lived and died in quiet possession of it. The council directed that a deed be drawn forthwith and given to Thomas Perkins, sergeant, on behalf of Paul Charles's children, and that public notice be given in the usual manner. Walter Belvard, freeholder, appeared in support of his petition of 29 May last and the consultation of the same date, praying to be confirmed in his land. A warrant had been issued to Bazett to measure the land, which he had done, and the plan now lay before the council. Belvard was asked what writings and title he had to the land, and humbly referred to the register book, where his bill of sale from George Dwight was registered and attested by the then Governor and council, namely Thomas Goodwin, Governor, Edward Mashborne, Deputy Governor, and William Marsden, third in council. The council was satisfied that Belvard had purchased the ten acres from Dwight for a valuable consideration, had paid the duty and revenues, and was in quiet possession. The council directed that a deed be drawn forthwith and given to him, and that public notice be given in the usual manner. **Interpretations** The Charles confirmation reveals an institutional mechanism not previously seen in the present sequence: a grant of land in consideration of long service and labour to the Company. Paul Charles had received the

BL Image No.	Document No.	OCR Transcription	Modern Interpretation
		Tho[s]: Goodwin Govern[r] Edw[d]: Mashborne Dep[ty] Govern[r] W[m] Marsden 3[d] in Coun[cill] We are Sattisfied the Said Walter Belvard [P]urchafed the Said Ten Acres of Land from George Dweight for a Vallueable Confideration and has paid Dutys and Revenues thereof and is of a Quiet Despofefsion. Wherefore Ordered That a Deed be forthwith drawn up and be given to him and that [P]ublick Notice Is given as in Such Cafes.	ten acres of cabbage-tree land from Poirier's government on 5 December 1699 not by purchase at market price but as recognition of his services in the Company's vineyards. The twenty pounds in store credit represented a nominal consideration rather than a true commercial price, with the underlying basis of the grant being his accumulated labour record. The technique reveals how the Company used land allocation as a form of deferred compensation to long-serving employees, supplementing their salaries with productive freehold at the end of their service period. The Richard Griffin chain reappears here as the source of the Charles ten acres, parallel to the Griffin ten acres acquired by Gargen in the previous case. The Company had purchased a substantial parcel from Griffin at some earlier date, broken it into smaller parcels, and reissued these to different recipients on different terms. The mechanism reveals how the Company used such acquisitions as a working land bank, holding parcels for redistribution to deserving servants or planters as circumstances required. The Griffin holding had been disaggregated into at least two separate sub-parcels through the Company's intermediation, one sold to Gargen for forty-five pounds and one granted to Charles for twenty pounds in store credit. The Belvard confirmation introduces a particularly significant institutional element. The bill of sale from George Dwight to Belvard had been attested by Thomas Goodwin as Governor, Edward Mashborne as Deputy Governor, and William Marsden as third in council. Goodwin appears here in his earlier capacity as the Governor before Roberts. Mashborne had previously been Deputy Governor under Goodwin before continuing in that capacity under Roberts, until his July 1711 departure. Marsden's presence as third in council under Goodwin places him on the council under the previous administration as well as the present one. **Speculations** The Charles grant as service compensation reveals a dimension of the colony's land economy that complements the more familiar mechanisms of purchase, marriage portion, allocation and exchange. Long-serving Company labourers in specialised operations such as the vineyards could acquire freehold ground through institutional recognition of their service. The mechanism would have provided an incentive for sustained employment in the Company's productive operations, with eventual landholder status as the reward for years of work. The pattern parallels the manumission with Company compensation referred to in the handover record as part of the 1673 naval recapture, where the Company had compensated masters for slave manumissions, indicating a wider practice of using property transactions to reward and acknowledge service contributions.
200	200	Blank page	
201	201	Island S[t] Helena At a Consultation held on Tuesday the 7[th] day of August 1711. At the United Castle in James Vally Pr[es]t Benjamin Boucher Esq[r] Govern[r] George Hopkifon Deputy Govern[r] John Pack 3[d] in Councill Daniel Griffith 4[th] in Councill Matthew Bagett 5[th] in Councill The Councill being Summoned the Hon[ble] Companys Generall Letter was Read. Ordered	The council convened on Tuesday 7 August 1711 at the United Castle in James Valley. Present: Benjamin Boucher Esquire, Governor; George Hoskison, Deputy Governor; John Pack, third in council; Daniel Griffith, fourth in council; Matthew Bazett, fifth in council. The council was summoned, and the Honourable Company's general letter was read. The council directed that the letter be copied out in a book set aside for that purpose. The council further directed that Bazett attend the boats every day and take an account of the goods brought ashore, and that orders be sent to the captains for the delivery of the goods consigned by the Honourable Court of Directors. Governor John

BL Image No.	Document No.	OCR Transcription	Modern Interpretation
		That the Aforesaid Letter be Coppyed Out in a book for that [P]urpofe. Ordered That M[r] Bagett Attend the Boates Every day and take an Account of the Goods brought a Shoar, and that Orders be Sent to the Cap[t]ns for the Delevery of the goods Configned to Us by the Hon[ble] Court of Derectors, and that Govern[r] John Roberts bring in the Ballance of his Account under his Charge. Likewise that M[r] Marsden Deliver up the Stores to M[r] Pack Accor- -ding to the Hon[ble] Companys Inftructions. Ordered. That M[r] Hopkifon and M[r] Pack go and Survey the Hon[ble] Companys Stores and Likewife bring In an Inventory to the Governour and Councill of the Hon[ble] Companys Houfehold Goods in the Castle.	Roberts was directed to bring in the balance of his account under his charge. Marsden was directed to deliver up the stores to Pack, according to the Honourable Company's instructions. The council further directed that Hoskison and Pack survey the Honourable Company's stores, and bring in an inventory to the Governor and council of the Company's household goods in the castle. **Interpretations** The consultation marks the complete change of the colony's senior administration. John Roberts, who had served as Governor through every consultation in the preceding sequence, no longer appears on the council. Edward Mashborne, who had departed in July, had already been replaced in the council composition. William Marsden, who had been promoted to second in council on Mashborne's departure, now appears only as the outgoing stores officer required to deliver up the stores to a successor. The new senior structure consists of Benjamin Boucher as Governor, George Hoskison as Deputy Governor, and John Pack as third in council. Daniel Griffith and Matthew Bazett remain as fourth and fifth in council, the only continuity between the old and new administrations at the senior level. The arrival of an entirely new senior team identifies the Court of Directors' response to the spring's reform programme. The Court had clearly determined to refresh the leadership rather than confirm Roberts in office, and had despatched a complete senior team to replace him. Whether the change reflected dissatisfaction with Roberts's administration, satisfaction with his work and a planned rotation, or some other consideration is not visible from this entry alone. The presence of Hoskison as Deputy Governor is striking: George Hoskison had appeared in the earlier confirmations as the seller of land to Powell and Francis in 1706, the consolidator-trader who had assembled and resold multiple parcels before his departure. The Hoskison who returns now as Deputy Governor is presumably the same individual or a close relative, indicating that the Company's senior appointments could draw on individuals with prior connections to the colony. The direction to John Roberts to bring in the balance of his account under his charge identifies the procedural mechanism for the outgoing Governor's final accountability. The accounts under his charge, comprising the various Company funds, stocks and credits managed during his administration, were to be balanced and submitted to the new council for verification. The technique parallels the inventories taken from Mashborne in July, applying the same documentary discipline at every level of senior personnel transition: livestock count, household inventory, stores survey, and now the Governor's own accounts. The new administration was systematically taking over each institutional element of the colony's management through documented handover. **Speculations** The complete replacement of the senior administration, with Roberts removed from the council entirely and Marsden also displaced from his recent second-in-council position, may reflect a Court of Directors' decision to make a clean institutional break at the colony. The spring's reform programme had been deeply personal to Roberts, with his irrigation project, hog husbandry blueprint, registration system and other initiatives running through every consultation. By installing a fresh senior team while retaining Griffith and Bazett at the fourth and fifth positions for continuity, the Court was probably ensuring that the institutional momentum of the spring's reforms could continue under new leadership while terminating

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			Roberts's personal direction of the colony. The pattern preserves the institutional achievements while changing the personalities responsible for them.
202	202	Island S[t] Helena At a Consultation held on Thursday the 16[th] day of August 1711. At the United Castle in James Vally. Pr[es]t Benjamin Boucher Esq[r] Governour George Hopkifon Deputy Governour John Pack. 3[d]. in Councill Daniel Griffith. 4[th]. in Councill Matthew Bagett 5[th]. in Councill Resolved. That Every Councill day as many [P]urragraphs be read of the Hon[ble] Comp[as] Letter, as the time well [P]ermit beginning from the first to the Last, that it may be Confidered what is fitting to be done for Our Hon[ble] Masters Interest in Compleance with their Commandes. 1[s]. The 1. [P]arragraph being Read about the Governours Commifseon and [P]ublifhing it, It is done as Ufuall by beat of Drum. 2[lly]. Secondly. As to the Councill ta[k]ing their [P]articular and Diftinct Charges. 3[lly]. The Hon[ble] Company having directed by the 46[th] [P]arragraph in their Letter that M[r] Hopkifon being well Skilled in [P]lantation Affairs have Refolved that he Shall have the Care of the [P]lantation hou[s]e and its Dependencyes and their Cattle. Wherefore Ordered. That Cap[tn] George Hopkifon take Immediate [P]offefsion of all the [P]lantations belonging to the Hon[ble] Company and that he Likewife geve an Account of what Cattle is Now Liveing and Report in what Condition the [P]lantations are in afsoon as possible. Ordered That M[r] John Pack as[]oon as the Inventory is taken of the Stores According to an Order of Councill of the 7[th] Instant, ta[k]e [P]offefsion of the Hon[ble] Company[s] Stores and Storehoufe. Ordered That M[r] Daniel Griffith Affist Cap[tn] Hopkifon in Surveying the Hon[ble] Companys [P]lantati[on]s. And that M[r] Bagett Continue to take an Account of the goods Received on Shoar.	The council convened on Thursday 16 August 1711 at the United Castle in James Valley. Present: Benjamin Boucher Esquire, Governor; George Hoskison, Deputy Governor; John Pack, third in council; Daniel Griffith, fourth in council; Matthew Bazett, fifth in council. The council resolved that on every council day as many paragraphs of the Honourable Company's letter be read as time permitted, beginning from the first and proceeding to the last, so that the council might consider what was fitting to do for the Honourable Masters' interest in compliance with their commands. The first paragraph, concerning the Governor's commission and its publication, was read. The publication had been carried out in the usual way by beat of drum. The second matter concerned the council's particular and distinct charges. The Honourable Company had directed by the 46th paragraph of their letter that Hoskison, being well skilled in plantation affairs, should have care of the plantation house, its dependencies and the cattle. The council directed that Captain George Hoskison take immediate possession of all the plantations belonging to the Honourable Company, give an account of the live stock, and report on the condition of the plantations as soon as possible. The council directed that John Pack, as soon as the inventory was taken of the stores according to the order of council of 7 August, take possession of the Honourable Company's stores and storehouse. The council directed that Daniel Griffith assist Captain Hoskison in surveying the Honourable Company's plantations. Bazett was directed to continue taking an account of the goods received ashore. **Interpretations** The resolution to read the Honourable Company's general letter paragraph by paragraph across successive council days establishes the working procedure by which the new administration would absorb its instructions from London. Rather than treating the letter as a single document to be acted on at one sitting, the council adopted a systematic paragraph-by-paragraph review across multiple consultations. The technique reflects both the substantive density of the letter, with 46 or more numbered paragraphs identified in the present consultation alone, and the council's institutional preference for considered rather than hurried response. The mechanism converts a long policy document into a working calendar of council business, with each paragraph generating its own discrete decision rather than being absorbed into a single composite response. The 46th paragraph of the Company's letter, identifying Hoskison as well skilled in plantation affairs and directing his assignment to the plantation function, supplies the institutional rationale for his specific role. The Court of Directors had identified Hoskison as the right person for the plantation responsibility within the new senior team, providing the formal authority for what the council now confirmed. The technique reveals how London selected senior appointees not only for their general capability but for specific functional fit to the colony's operations, with the appointment letter assigning each senior officer to his designated working portfolio. The phrase particular and distinct charges in the second matter expresses the organisational principle: every councillor was to have his own specific portfolio

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			of responsibility, distinct from those of his colleagues. The technique departed from the more collective working pattern visible under Roberts, where the council had operated largely as a single body with shared engagement in most major decisions. The new administration's preference for portfolio division suggests a more bureaucratic operating style, with individual accountability replacing collective deliberation as the working principle. **Speculations** The portfolio division of responsibilities, with each councillor assigned a distinct area, also reveals an institutional preference for individual accountability over collective deliberation. Under such an arrangement, each councillor would be answerable for his own functional area, with reports back to the full council on a regular basis. The technique reduces the diffusion of responsibility that can affect collective bodies, replacing it with clear lines of personal accountability. The pattern may have been a deliberate Court of Directors' response to the wider sense, visible in some of Roberts's later consultations, that the colony's institutional discipline needed tightening even after the spring's reforms.
203	203	The Storekeeper and Secretary Complain that their is No [P]aper to do the Hon[ble] Companys Bufenefs upon, Nor for the Ufe of the Inhabetants. Ordered. That M[r] Pack Inqueire of the Cap[tn]s of the Toddington and Thiftleworth what [p]aper they have to Spare, Or any thing Elfe that may be wanting for the Ufe of the Hon[ble] Company Island S[t] Helena At a Consultation held on Wednsday the 22. day of August. 1711. At the United Castle in James Vally Pr[es]t Benjamin Boucher Esq[r] Governour George Hopkifon Deputy Governour John Pack 3[d]. in Councill Daniel Griffith 4[th]. in Councill Matthew Bagett 5[th]. in Councill Ordered. That the Two Commanders in the Road be Sent too, to Send the Rest of the Goods on Shoar that they have on Board Still as Bread &c.	The storekeeper and secretary complained that there was no paper to do the Honourable Company's business upon, nor for the use of the inhabitants. The council directed that Pack inquire of the captains of the *Toddington* and *Thistleworth* what paper they had to spare, or anything else that might be wanting for the use of the Honourable Company. Island of St Helena. The council convened on Wednesday 22 August 1711 at the United Castle in James Valley. Present: Benjamin Boucher Esquire, Governor; George Hoskison, Deputy Governor; John Pack, third in council; Daniel Griffith, fourth in council; Matthew Bazett, fifth in council. The council directed that the two commanders in the road be sent to, to send the rest of the goods on shore that they still had on board, such as bread and other supplies. **Interpretations** The paper shortage reveals a specific institutional vulnerability of the new administration. The storekeeper and secretary, identified together as the two officers whose work depended most directly on paper, had run out of working stock for both Company and inhabitants' business. The simultaneous reference to paper for Company business and for inhabitants' use indicates that the storekeeper supplied paper to private customers as well as for official record-keeping, with the inhabitants drawing on the store for their own writing needs. The exhaustion of the supply affected both functions at once, threatening to halt the documentary discipline that had been so central to the colony's reform programme. The council's recourse to two named visiting captains, of the *Toddington* and *Thistleworth*, for emergency paper supply reveals the same procedural mechanism used in earlier supply crises. The Arland arrack negotiation of May, the Boyce wine procurement of June, and now the Pack inquiry to the *Toddington* and *Thistleworth* captains all follow the same pattern: visiting Company ships are approached for spot supply of urgently needed goods, with their masters offering whatever could be spared. The mechanism continues to operate as a practical hedge against gaps in the formal Company consignment system, though now under the new administration. The recurring reliance on visiting captains for paper and other supplies also exposes the dependency that the colony's documentary discipline placed on regular

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			shipping. Every council day required paper; every storekeeper's monthly account required paper; every petition, deed, register entry, warrant and inventory required paper. The cumulative paper requirement of the reformed administrative system was substantial, and any supply interruption threatened the working continuity of the institution. The 22 August procurement effort reveals the practical fragility of the documentary regime against material constraints. **Speculations** The paper exhaustion at this particular moment, immediately after the change of administration, may reflect both increased consumption under the new regime and depleted stocks inherited from Roberts's spring. The systematic reading of the general letter, the multiple inventory exercises, the new portfolio reporting requirements, and the routine documentation of council business all required substantial paper. If Roberts's spring had drawn heavily on the available stock to support the reform programme's documentary output, the new administration would have inherited a depleted reserve that the additional handover documentation rapidly exhausted. The August paper crisis is thus a specific operational consequence of the high documentary intensity that has characterised the colony's administration since the previous autumn.
204	204	Island St Helena At a Consultation held on Saturday the 25.th day of August 1711. At the United Castle in James Valley. Benjamin Boucher Esq.r Gov.rnour George Hoskison Deputy Gov.rnour Pres.t John Pack. 3. on Councill Daniel Griffith. 4.th in Councill Matthew Bazett. 5.th in Councill The Commanders not Observing Our Orders of the 23. Instant to Send the Rest of the Goods on Shoar Consigned to Us by the Hon.ble Court of Directors and theer time being Expired for Unlading their Shipps. Ordered That Protests be drawn up and Given to them Directly. Island St Helena At a Consultation held on Friday the 31.st day of August 1711. At the United Castle in James Valley. Benjamin Boucher Esq.r Gov.r[..] George Hoskison Deputy Gov.r[.] Pres.t John Pack. 3. in Councill Daniel Griffith. 4.th in Councill Matthew Bazett. 5.th in Councill Their having been No Muster Neither of the Garrison Nor Planters Since the 30.th of March 1710 Ordered That a Generall Randesvouz be held on Thursday Next being the 6.th day of September and that the following Proclamation be Issued Out by Beat of Drum.	The council convened on Saturday 25 August 1711 at the United Castle in James Valley. Present: Benjamin Boucher Esquire, Governor; George Hoskison, Deputy Governor; John Pack, third in council; Daniel Griffith, fourth in council; Matthew Bazett, fifth in council. The commanders had not observed the council's orders of the 23rd of the month to send the rest of the goods on shore consigned by the Honourable Court of Directors. Their time for unloading the ships was now expired. The council directed that protests be drawn up and given to them at once. Island of St Helena. The council convened on Friday 31 August 1711 at the United Castle in James Valley. Present: Benjamin Boucher Esquire, Governor; George Hoskison, Deputy Governor; John Pack, third in council; Daniel Griffith, fourth in council; Matthew Bazett, fifth in council. There had been no muster of either the garrison or the planters since 30 March 1710. The council directed that a general rendezvous be held on Thursday next, 6 September, and that the following proclamation be issued by beat of drum. **Interpretations** The protests against the commanders supply a working example of formal council enforcement against non-compliant Company captains. The earlier 22 August directive had instructed the *Toddington* and *Thistleworth* captains to land the remaining consigned goods. The 25 August consultation reveals that the captains had not complied. The reference to the 23rd of the month, rather than the 22nd recorded in the previous consultation, suggests a minor manuscript discrepancy, with the operative order either repeated or issued at a separate sitting between the recorded consultations. The non-compliance of the captains is itself institutionally significant. Both Toddington and Thistleworth were Company vessels under Company commanders, and their refusal or delay in landing consigned goods on council direction indicates either a substantive disagreement with the council, a competing priority such as cargo for further ports, or a deliberate withholding for commercial advantage. The captains' decision to absorb the protest rather than comply suggests they had calculated that the cost of the protest,

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			in terms of London consequences, was acceptable against whatever advantage they secured by retaining the goods. The episode reveals a working tension between local council authority and Company ships' commanders' independent judgement. The 31 August consultation introduces a new institutional preoccupation: military and civil readiness. The observation that there had been no muster of either garrison or planters since 30 March 1710 identifies a seventeen-month lapse in the formal review of the colony's defensive capacity. The new administration was now ordering a comprehensive rendezvous to remedy this lapse, with the assembly to be held on 6 September following formal notice by beat of drum. **Speculations** The decision to revive the muster after seventeen months also reveals the new administration's institutional priorities. Roberts had emphasised agricultural reform, documentary discipline, irrigation and tenure regularisation; Boucher was here introducing military readiness as a distinct concern requiring its own institutional attention. The shift in emphasis is consistent with the wider personnel change: Roberts's career background had been at sea but his colonial focus had been agricultural and administrative, while Boucher's priorities now extended to the colony's defensive posture. The timing also reflects the wartime context, with the muster providing reassurance about the colony's capacity to defend itself against any potential French or Spanish action in the South Atlantic.
205	205	Island St Helena By the Governour and Councill An Advertizement. These are to give Notice to all and Every the Inhabitants of the Said Island that the day Appointed for the Generall Randevouze of the Garrison, Planters and Others is on Thursday Next being the 6.th day of September. Dated at the United Castle in James Vally this 31.st day of August 1711. Island St Helena At a Consultation held on Thursday the 6.th day of September 1711. At the United Castle in James Vally. Benjamin Boucher Esq.r Governour George Hoskison Dep.ty Governour Pres.t John Pack. 3. in Councill Daniel Griffith. 4.th in Councill Matthew Bazett 5.th in Councill Ordered That the following Letter be sent to Cap.tn John Roberts. S.r The Hon.ble Company in their Generall Letter by the Toddington and Thistleworth leave the following Paragraph. v[..]t The Late Governour Cap.tn Roberts having desired to Come home by the Summers Shipping, We give him leave So to do, halveing first as is Usuall and Requisite Settled his Accompts of Days with you Committed to his Care, Or [...]ne to his hands, and given up the Ballance to the Governour Now Constituted and taken proper descharges from you the Governour and Councill, on bo[..]h	Island of St Helena. By the Governor and council, an advertisement. Notice was given to all the inhabitants of the island that the day appointed for the general rendezvous of the garrison, planters and others was Thursday next, 6 September. Dated at the United Castle in James Valley, 31 August 1711. Island of St Helena. The council convened on Thursday 6 September 1711 at the United Castle in James Valley. Present: Benjamin Boucher Esquire, Governor; George Hoskison, Deputy Governor; John Pack, third in council; Daniel Griffith, fourth in council; Matthew Bazett, fifth in council. The council directed that the following letter be sent to Captain John Roberts. Sir, the Honourable Company in their general letter by the *Toddington* and *Thistleworth* had given the following paragraph. The late Governor, Captain Roberts, having desired to come home by the summer's shipping, the Company gave him leave to do so, having first as was usual and requisite settled his accounts of moneys committed to his care or come into his hands, and given up the balance to the Governor now constituted, and taken proper discharges from the Governor and council on both **Interpretations** The advertisement for the general rendezvous follows the standard beat-of-drum form already established in the colony for major public notices. The brief and direct text identifies the date, the categories of persons required to attend, and the dating place, providing the minimum information necessary for compliance. The absence of any additional explanatory material is consistent with the formal proclamation style: the institutional authority of the council, acting through the beat of drum, was sufficient warrant for the assembly without further justification. The 6 September consultation reveals the most institutionally significant action of the new administration to date: the formal communication to

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			John Roberts of his settlement obligations on departure. The Court of Directors had granted Roberts leave to return home by the summer's shipping, but had attached substantive conditions to that leave. Roberts was required to settle his accounts of moneys committed to his care or coming into his hands, deliver up the balance to the new Governor, and obtain proper discharges from the Governor and council. The proper discharges from the Governor and council operate as the formal documents protecting Roberts against later claims. Once Boucher and his council had issued discharges, Roberts would be released from continuing liability for the matters covered. The mechanism converts the comprehensive accountability obligations into a clean institutional break, with the discharges serving as Roberts's evidence in London of his proper compliance with the Court's conditions. **Speculations** The careful linkage between Roberts's leave to depart and the procedural conditions also reveals the Court of Directors' working method for managing administrative continuity. By making leave to depart conditional on settlement, the Court could ensure that no outgoing Governor escaped his accountability obligations through premature departure. The mechanism gave the new administration substantial leverage in any disputed matter, since Roberts could not actually leave the island until Boucher and his council had issued the proper discharges.
206	206	Being done, Order the Captain of any Ship in the Road he Chooses to take Passage on to Receive him on board, Use him Civilly and bring him to England In Complying with this, We desire you will be as Speedy as Possible that if any Ships should Come in bound for England, and you desserous to take your passage thereon, these Accounts being Finished you may have No hinderance. We are United Castle St Helena Your Loving Friends September. 6.th 1711. Island St Helena At a Consultation held on Saturday the 8.th day of September. 1711. At the United Castle in James Valley. Benjamin Boucher Esq.r Govern.r George Hoskison Dep.ty Govern.r Pres.t John Pack. 3. in Councill Daniel Griffith. 4.th in Councill Matthew Bazett. 5.th in Councill Cap.tn John Roberts Sent the following Answer to Our Letter of the 6.th Instant Gentlemen I Received yours Yesterday, and thank you for Inserting that Second Parragraph of the Hon.ble Companys by the Toddington and Thistleworth and Pursuant to their Order for Settling my Accounts and delevering the Ballance to the Governour of what has been Committed to my Care or Trust. As I Received Monthly an Accompt of the Storekeeper of what Cash he Receives, and when it Amounted to a Sum I made my Self Debter for it in the Store Books, and there kept the Accompt of all disbursements, Inclosed is the Coppy of that Accompt Since the 25.th of March Last, The former Accompts are gone home to the Hon.ble Company Signed by the then Government. I have desired M.r Marrden to wait on you with this, As also the Ballance of Cash in his hands and your Discharge will be very Acceptable to Gentlemen St Helena Septem. y.e 7. 1711. Your most humble Serv.t J.n Roberts	The Honourable Company's letter continued. When the settlement was done, Roberts might order the captain of any ship in the road that he chose to take passage on, to receive him on board, use him civilly, and bring him to England. In complying with this, the Court desired the council to be as speedy as possible, so that if any ship bound for England came in and Roberts wished to take his passage on her, his accounts being finished, he might have no hindrance. Dated at the United Castle, St Helena, 6 September 1711. Signed: your loving friends. Island of St Helena. The council convened on Saturday 8 September 1711 at the United Castle in James Valley. Present: Benjamin Boucher Esquire, Governor; George Hoskison, Deputy Governor; John Pack, third in council; Daniel Griffith, fourth in council; Matthew Bazett, fifth in council. Captain John Roberts sent the following answer to the council's letter of 6 September. Gentlemen, he had received their letter the previous day, and thanked them for setting out the second paragraph of the Honourable Company's general letter by the *Toddington* and *Thistleworth*. Pursuant to that order, he was settling his accounts and delivering up the balance to the Governor of what had been committed to his care or trust. He had received monthly an account from the storekeeper of the cash received. When it amounted to a sum, he had made himself debtor for it in the store books and had kept the account of all disbursements there. Enclosed was a copy of that account since 25 March last. The former accounts had gone home to the Honourable Company signed by the then government. He had desired Marsden to wait on the council with the letter, together with the balance of cash in his hands. The council's discharge would be very acceptable. Dated 7 September 1711. Signed: John Roberts, the council's most humble servant. **Interpretations** The Court of Directors' letter to the council reveals the institutional courtesy extended to the outgoing Governor. Roberts was permitted to choose his own

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			ship for the return passage, subject to its availability in the road. The Court directed that he be received on board, used civilly, and brought to England. The phrase use him civilly identifies a specific institutional expectation about the treatment of the outgoing Governor by the receiving captain, with the council and the receiving captain together responsible for ensuring his dignified passage home. The mechanism preserves the prestige of the office even while terminating the incumbent's tenure, distinguishing his exit from any disgraced departure. The account procedure described by Roberts reveals the working financial discipline he had maintained throughout his administration. The storekeeper had provided him with monthly reports of cash received. When the accumulated cash reached a meaningful sum, Roberts had charged himself as debtor for it in the store books, providing a continuous documentary record of his personal accountability. All disbursements had been recorded against the same account, generating a running balance that could be reconciled at any moment. The technique reveals an institutional discipline far beyond the loose practice criticised in earlier consultations as the cause of orphan estate ruin and silent interest. Roberts had operated his own accounts with the same documentary rigour that the spring's reform programme had imposed elsewhere. The mechanism of using Marsden as the carrier of the letter, the account and the cash itself reveals the practical operational arrangement. Marsden, who had been third in council under Roberts and second in council briefly after Mashborne's departure, was now removed from the council under the new administration. His role as Roberts's personal intermediary in the settlement process reflects his close institutional connection to the outgoing Governor, with the new administration accepting him as a proxy for Roberts's direct engagement. The pattern preserves the dignity of the senior personnel transition by allowing Roberts to operate through a trusted intermediary rather than appearing personally before his successors. **Speculations** The careful institutional management of Roberts's departure, with the Court's letter, the council's letter, Roberts's reply, and the Marsden intermediation all conducted in cooperative form, reveals an institutional preference for orderly transition over personal recrimination. Whatever the Court's reasons for replacing Roberts, the formal procedures preserved his dignity and provided him with the documentary protection he needed for any subsequent dealings with the Company. The pattern is consistent with the broader observation that the East India Company in this period managed senior personnel changes through institutional procedure rather than through public censure, preserving the wider authority of its administrative system by avoiding visible disputes among its senior officers.
207	207	Ordered That the abovesaid Accompts be Examined into. Island St Helena At a Consultation held on Friday. the 14.th day of September 1711. At the United Castle in James Vally Benjamin Boucher Esq.r Gov.rn.r George Hoskison Dep.ty Govern.r Pres.t John Pack. 3. in Councill Daniel Griffith. 4.th in Councill Matthew Bazett 5.th in Councill The Sugar Canes being Ripe and fitt to Cut in Sandy bay. Ordered That hands be Employd to Cut them and bring them down to the Castle in Order to make Sugar and Rum.	The council directed that the accounts be examined. Island of St Helena. The council convened on Friday 14 September 1711 at the United Castle in James Valley. Present: Benjamin Boucher Esquire, Governor; George Hoskison, Deputy Governor; John Pack, third in council; Daniel Griffith, fourth in council; Matthew Bazett, fifth in council. The sugar canes in Sandy Bay were ripe and fit to cut. The council directed that hands be employed to cut them and bring them down to the castle in order to make sugar and rum. There was great need of lime to repair the line and for other uses, and none was to be had nearer than

BL Image No.	Document No.	OCR Transcription	Modern Interpretation
		Their being great Occation for Lime to Repair the Line and Other Uses, and their being None to be had Neaver them Sandy bay the Sea haveing Overflow'd the Lime Stone at Ruperts. Ordered That hands be Sent to Sandy bay to break and burn Limestone.	Sandy Bay, the sea having overflowed the lime stone at Rupert's. The council directed that hands be sent to Sandy Bay to break and burn lime stone. **Interpretations** The order for examination of Roberts's accounts initiates the formal verification procedure. The council does not specify who is to conduct the examination, but the practical responsibility presumably falls on Pack as the new stores officer, in coordination with the other senior councillors. The examination will compare Roberts's account records against the storekeeper's monthly returns, verify the closing balance against the cash delivered by Marsden, and identify any discrepancies for resolution. The technique converts Roberts's voluntary disclosure into an institutional verification, with the council operating as the audit authority for the outgoing Governor's accountability. The sugar cane harvest at Sandy Bay represents the practical implementation of the Lason exchange settlement agreed on 3 July 1711. That exchange had reserved to the Company the right to take the sugar canes in Welly's plantation and replant them upon plantation hill until February next. The present cutting and processing of the canes at Sandy Bay reveals that the autumn cane crop was being harvested for immediate sugar and rum production rather than transplanted as initially contemplated, with the new administration making productive use of the standing crop before any transplantation programme could be implemented. The decision reveals an institutional preference for immediate commercial output over the longer-term horticultural relocation that Roberts had planned. The handover record identifies the rum reference as the first appearance of distilled cane spirit production in the present sequence. The colony had been heavily dependent on imported arrack from Batavia and Goa, with the supply disruptions of the spring exposing the strategic vulnerability of single-commodity dependency. The September cane harvest now provides the practical means for the colony to begin producing its own spirits, reducing the imported arrack requirement. The strategic significance of the development is substantial: the colony was moving from net spirit importer to net producer, with implications for both its own supply security and its potential revenue from sales to visiting shipping. **Speculations** The decision to harvest the sugar canes for immediate production rather than transplant them, departing from Roberts's earlier directive, may reflect the new administration's assessment of the practical opportunity costs. Transplantation would have delayed productive output by at least one growing cycle and would have required substantial labour for the relocation operation. Immediate harvest captured the existing standing crop for current-year sugar and rum production, generating commercial output that could appear in the storekeeper's accounts. The decision may also reflect the wider Court of Directors' interest in tangible commercial results from the colony, with sugar and rum providing the kind of marketable commodity that London could measure against the costs of administration.
208	208	Island St Helena At a Consultation held on Monday the 24.th day of September 1711. At the United Castle in James Valley. Benjamin Boucher Esq.r Governour Sick George Hoskison Deputy Governour Pres.t John Pack. 3. in Councill Daniel Griffith. 4.th in Councill Matthew Bazett. 5.th in Councill Cap.tn Hoskison being Sick and not able to Appear the Councill is adjourn'd till to Morrow Ten a Clock.	The council convened on Monday 24 September 1711 at the United Castle in James Valley. Present: Benjamin Boucher Esquire, Governor (sick); George Hoskison, Deputy Governor; John Pack, third in council; Daniel Griffith, fourth in council; Matthew Bazett, fifth in council. Captain Hoskison was sick and unable to appear. The council was adjourned until ten o'clock the next day.

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		Island St Helena At a Consultation held on Tuesday the 25.th day of September. 1711. At the United Castle in James Valley. Benjamin Boucher Esq.r Gov.rn.r Pres.t George Hoskison Dep.ty Govern.r John Pack. 3. in Councill Daniel Griffith. 4.th in Councill Matthew Bazett. 5.th in Councill The following Letter was Received from Cap.tn John Roberts Island St Helena Septem.r 24. 1711. Gentlemen The Commanders of the Last Summer Shipping both Men of Warr and Merchant Men advised Me by all Means to Mount the biggest Gunns, there was upon the Island in that Castle, I was then building at Mundens Point. If the same Opinion were all the Commanders of this Summer Shipping and had there been Materialls I had then Mounded them.	Island of St Helena. The council convened on Tuesday 25 September 1711 at the United Castle in James Valley. Present: Benjamin Boucher Esquire, Governor; George Hoskison, Deputy Governor; John Pack, third in council; Daniel Griffith, fourth in council; Matthew Bazett, fifth in council. The following letter was received from Captain John Roberts. Dated at the island of St Helena, 24 September 1711. Gentlemen, the commanders of the last summer's shipping, both men-of-war and merchant men, had advised him by all means to mount the biggest guns there were upon the island in the castle he was then building at Munden's Point. If the same opinion was held by all the commanders of this summer's shipping, and there had been materials, he would then have mounted them. **Interpretations** The 24 September adjournment for Governor Boucher's illness reveals a working flexibility in the council's procedures. The Governor's sickness, recorded as a parenthetical note in the consultation entry, was sufficient grounds to defer business by one day rather than proceeding under the Deputy Governor's chairmanship. The technique preserves the Governor's substantive engagement with council business by waiting for his recovery, treating the senior officer's personal participation as essential rather than incidental. The single-day adjournment also reveals an institutional expectation that minor illness would resolve quickly, with the council functioning on the assumption of continuing daily activity rather than extended interruption. Roberts's letter addresses the question of mounting the largest available guns at the new castle at Munden's Point. The reference to the commanders of last summer's shipping, both men-of-war and merchant men, identifies the institutional advice that had originally prompted his planning of the gun emplacements. The advice combined two distinct categories of seagoing expertise: men-of-war commanders, professional naval officers familiar with current artillery doctrine, and merchant men commanders, experienced sea captains whose ships depended on coastal fortifications for safety in vulnerable anchorages. The convergence of opinion across these two categories had given Roberts confident technical authority for his planning decisions. The phrase if there had been materials reveals the continuing institutional bottleneck in Roberts's last weeks of office. The autumn 1711 Toddington and Thistleworth consignment, of which the unloading had been the principal August preoccupation, may not have included the specific materials needed for the gun mountings. The April 1711 Mead Frigate consignment had included substantial timber and deals, naval stores, ordnance and shot, but evidently not the particular materials Roberts required for the Munden's Point mountings. The chronic gap between metropolitan supply and colonial requirements is therefore visible in this specific instance: the substantial Mead Frigate consignment had provided much of what the colony needed, but had left specific items unsupplied that prevented the completion of significant institutional projects. **Speculations** The reference to materials as the limiting factor on the Munden's Castle gun mountings also reveals the deep operational dependency of even major military projects on small specific supplies. Major guns were available, the castle structure was completed, the strategic plan was clear, but a missing material

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			component had prevented final execution. The pattern parallels other instances visible across the spring's consultations, with the lime shortage of 16 January preventing fortification repairs, the coal shortage of the same period preventing lime burning, and now the unspecified materials shortage preventing gun mountings. The colony's operational capacity was repeatedly constrained by single missing items, with the broader institutional capability dependent on the comprehensive arrival of every needed component.
209	209	But Now there is Timber and Cordage Enough, and I think there is the Same Blocks I purchased the Demi Cannon on Shore with, and tho' it may take More time for want of More Blocks, Yet I hope to See em all Mounted before I go Off. And to forward the Same I Shall not be wantoing with my best help, A[..]stance and Advice. And Likewise Shall Show the Scheme of what Fortefecations and buildings was Design'd More, and the Draught of the Se[..] part of this Island, where and in what places, and what Sort of Fortefecations was to be built. And also Shall give you an Account of Improveing this Island, or any Other Matters I am Capable to advise you of, that may any way tend to the Hon.ble Companys Interest, and Concerns; being on hopes to have the Hon.r when I Come home to Serve them in another Capacity and therefore Shall entirely Submit to their Judgment to gratify Me for any Service I am able to do them. I am further to Acquaint you that I have a Long time waited with Patience and Avoided all Manner of Conversation being Informed that George Hoskison was to Sue Me for Damages about the Pi[...]ng of his Land. And Likewiss that the Cause of John Alexander Should have a Rehearing, and also the Cause of the Widow Alexander Now the Wife of Thomas Gargen. As also the Cause of Humphry Edwards and a Serjeant that was Dismist. But finding So much time gone and Nothing done in Relation to these Affaires, therefore I desire that for any Faults Committed during my Government, they may be heard Asson as Possible that So where any Injustice or Wrong has been done they may have Satisfaction while I am here. The Sooner I Say these Matters are decided the better because I have Some Matters to Lay before you, that tend to the Hon.ble Companys Interest, and to the good and Welfare of this Island, which will not be Regularly before you to Effect those good Ends till these Causes are Over. This being your Consultation day I have desired M.r Joseph Thomlen son to delever you this. I am Gentlemen Your humble Servant. J.n Roberts P.S. For my part Gentlemen I am very desirous if you think it Convenient that an Order be publsihd by beat of Drum, for any person that Can prove I have wrong'd 'em to the Vallue of a Great, I will make em a Round Satisfaction the Same Ile do to any person that Can prove I have got a Great by 'em. Ordered. That the Aforesaid Letter be taken into Consideration.	The letter continued. Now there was timber and cordage enough, and Roberts thought there were the same blocks he had purchased to land the demi-cannon ashore with. Although it might take more time for want of more blocks, he hoped to see them all mounted before he went off. To forward the same, he would not be wanting in his best help, assistance and advice. He would also show the scheme of what fortifications and buildings had been further designed, and the draught of the sea part of the island, identifying the places where, and the kinds of fortification, that were to be built. He would also give an account of improving the island, or of any other matters he was capable of advising on, that might in any way tend to the Honourable Company's interest and concerns. He was in hopes of having the honour, when he came home, to serve the Company in another capacity, and would therefore entirely submit to their judgement to reward him for any service he was able to render. He had also to acquaint the council that he had long waited with patience and avoided all manner of conversation, being informed that George Hoskison was to sue him for damages about the pricing of his land. The cause of John Alexander was likewise to have a rehearing, as was the cause of the widow Alexander, now the wife of Thomas Gargen, and the cause of Humphrey Edwards and a sergeant who had been dismissed. So much time having passed without anything being done in relation to these affairs, Roberts desired that for any faults committed during his government, they be heard as soon as possible, so that where any injustice or wrong had been done, the parties might have satisfaction while he was still on the island. The sooner these matters were decided, the better, because he had some matters to lay before the council that tended to the Honourable Company's interest and to the good and welfare of the island. These could not be regularly put before the council to effect those good ends until the present causes were over. This being the council's consultation day, he had desired Joseph Thomlinson to deliver the letter to them. Signed: John Roberts, the council's humble servant. Postscript. For his part, if the council thought it convenient, he wished an order to be published by beat of drum: any person who could prove he had wronged them to the value of a groat, he would make round satisfaction. The same he would do to any person who could prove he had gained a groat by them. The council directed that the letter be taken into consideration. **Interpretations** The continuation of Roberts's letter reveals the substantive engineering and political content that lay behind his opening institutional courtesies. The reference to timber, cordage and blocks identifies the specific materials now available for the demi-cannon mounting at Munden's Castle. The blocks Roberts had purchased to land the demi-cannon ashore, presumably heavy hoisting equipment used for moving the large guns from ship to shore, were apparently still on the island and could now be repurposed for the final mounting operation. The technique of reusing landing

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			equipment for mounting demonstrates Roberts's operational creativity, with limited specialist equipment being made to serve multiple sequential purposes. The political content of the letter, occupying its central section, identifies four specific causes that Roberts wishes to see resolved before his departure. George Hoskison, now Deputy Governor, was reportedly preparing to sue Roberts for damages about the pricing of his land. The cause of John Alexander, presumably arising from the 7 April 1711 Sanderson investigation in which Alexander had been censured for endorsing the Field assignment without authority, was to have a rehearing. The cause of the widow Alexander, now the wife of Thomas Gargen, presumably arising from the 27 April 1711 Richard Alexander estate settlement, was also to have a rehearing. And the cause of Humphrey Edwards and a dismissed sergeant, not previously visible in the present sequence, was awaiting resolution. The postscript offers a particularly striking institutional gesture. Roberts proposes that the council publish by beat of drum an invitation to any person who can prove Roberts wronged them to the value of a groat, with reciprocal compensation also offered if Roberts had gained a groat by them. The groat, a coin of four pence, identifies a deliberately small threshold value, signalling Roberts's willingness to address even minor grievances. The reciprocal structure, offering compensation to those Roberts had wronged and seeking compensation for those who had wronged him, converts the procedure into a comprehensive public reconciliation rather than a one-sided grievance process. **Speculations** The specific identification of Hoskison as a prospective plaintiff against Roberts is particularly striking, given that Hoskison now sits as Deputy Governor on the council that would have to consider his own claim. The procedural awkwardness of this position would presumably require Hoskison's recusal from any formal consideration of his case, with the other councillors handling the matter alone. The institutional tension is significant: a Deputy Governor with a personal grievance against his predecessor, and a procedural obligation to maintain judicial impartiality in cases involving that predecessor, was a structurally difficult position. Roberts's willingness to face the case directly, rather than departing before it could be heard, reveals a confidence in his own conduct that probably included expectation that Hoskison's complaint would not be sustained on examination.
210	210	The Petition of Thomas Perkins Serjeant Praying to hire about Twenty Acres of the Hon.ble Companys Waste Land Lying in Powells Vally Near the Gravel in Sandy bay. And whereas your Petetioner is Minded to build a Kitchen Backwards to his Dwelling house in James Vally prays Liberty for the Same. And your Peteti[..]ner as in duty bound Shall Ever Pray &c. September 24.th 1711 Tho.s Perkins Ordered That his Petetion be granted him and that he Fence in the Land, and that M.r Bazett have a Warrant to Mensure the Same when it is Fenced in, and that he have a Lease given him for Twenty One Year at the Usuall Estate. And that he have fourteen feet of ground allowed him in James Vally to build a Ketchen upon paying Yearly Three Shellings to the Lords Proprietors for groun[..] Rent. The Petetion of Humphry Edwards Islander humbly Praying that he may have Three Acres of the Hon.ble Companys Wasteland upon the Main Ridge.	Thomas Perkins, serjeant, petitioned the governor and council on 24 September 1711, asking to rent about twenty acres of the Company's waste land in Powell's Valley, near the Gravel in Sandy Bay. He also asked permission to build a kitchen at the rear of his dwelling house in James Valley. The council granted both requests. Perkins was to fence in the twenty acres, after which Mr Bazett would receive a warrant to measure the ground. A lease was then to be drawn up for twenty-one years at the usual rate. For the kitchen, Perkins was allotted fourteen feet of ground in James Valley, on payment of an annual ground rent of three shillings to the lords proprietors. Humphry Edwards, an islander, petitioned for three acres of the Company's waste land on the Main Ridge. The council directed Mr Bazett to inspect the land and report back before any decision was given. John William Tysor petitioned next. He had served more than a year as assistant to the armourer on soldier's pay, even though his predecessor in the post had received £20 a year. He asked the council to grant him further encouragement. The council settled his salary at £15 a year, noting that he was a willing worker

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		And your Pet[..]tioner as in duty bound Shall Ever Pray &c. Ordered That M.r Bazett go and View the Said Land and Report the Same to the Governour and Councill and then the Petetioner Shall be Answered. The Petetion of John William Tysor Setting forth that he haveing been above a Twelve Month Asestant to the Armourer with No other then Soldiers pay altho' the former Asestant had Twenty pound P. Annuim. Most humbly Prays your Worships to Allow him Such further Incouragement as your Worships and Councell in your great Wisdom Shall See Meet. And your Petetioner as in duty bound Shall Ever pray &c. Ordered That he have Fifteen pound a Year for to Encourage him he being a very willing fellow, and when he Comes to work better We shall Encourage him further. Cap. George Hoskison Reports that the Hon.ble Companys Plantation at the Hutts is quite Out of Repair and that the Yams are quite destroyd by Cattle and Hoggs for want of Fencing. Ordered. That Cap.tn Hoskison get hands to Fence it in.	and that further reward might follow as his skill improved. Captain George Hoskison reported that the Company's plantation at the Hutts had fallen into disrepair, and that cattle and hogs had destroyed the yams for want of fencing. The council ordered Hoskison to find labour to fence the plantation in. **Interpretations** Powell's Valley near the Gravel in Sandy Bay, together with James Valley and the Main Ridge, marks the geography of Company-controlled waste land that the council allocated through lease and petition. Waste land was unimproved ground held by the East India Company as proprietor of the island, and grants of it depended on petitioners taking the cost and labour of enclosure before any survey or lease followed. The twenty-one year lease at the usual rate was the standard instrument by which the Company let waste ground to inhabitants. It tied the tenant to a fixed term long enough to justify clearing and fencing, while keeping ultimate ownership with the Company. The requirement that Perkins fence the land before measurement by Mr Bazett shows that enclosure was treated as evidence of serious intent, and that survey followed improvement rather than preceding it. Captain George Hoskison's report on the plantation at the Hutts records the practical consequence of failed enclosure. Without fencing, the Company's own yam crop was destroyed by its own and others' livestock, and the remedy was to order Hoskison to gather hands and fence the ground. The same principle that governed Perkins's lease, that productive use of land depended on enclosure, also governed the Company's own plantations. **Speculations** The destruction of the Company's yams at the Hutts by cattle and hogs, on Company ground that lay unfenced, suggests that the plantation had been neglected long enough for the loss to become total. The order to Hoskison to find hands and fence the land was a reactive measure to a problem the council had allowed to develop, and the contrast with Perkins's lease, where enclosure was a precondition of grant, is sharp. The Company enforced on its tenants a discipline of fencing that it had failed to maintain on its own ground.
211	211	Cap.tn George Hoskison gave the following Accompt of the Hon.ble Companys Cattle persuant to an Order of Councell bearing date the 16.th of August 1711. as follows. East Side Bulls 4 Bullocks 53 Cows 57 Heifers 7 Steers 9 Yearlongs 7 Calves 34 75 West Side Bulls 14 Bullocks 57 Cows 87 Heifers 30 Steers 26 Yearlongs 32 Calves 46 252 Sheep Young and Old 43 Goates Ditto 117 Hoggs Ditto 57 Turkeys Ditto 45 Geese 26 Ducks 6	Captain George Hoskison delivered his account of the Company's livestock on 25 September 1711, in answer to an order of council of 16 August 1711. East side Bulls 4 Bullocks 53 Cows 57 Heifers 7 Steers 9 Yearlings 7 Calves 34 Total 75 West side Bulls 14 Bullocks 57 Cows 87 Heifers 30 Steers 26 Yearlings 32 Calves 46 Total 252 Sheep, young and old 43 Goats, young and old 117 Hogs, young and old 57 Turkeys, young and old 45 Geese 26 Ducks 6 Dunghill fowls, young and old 49

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		Dunghill Fowles D.o 49 Cap.tn George Hoskison Reports that the Hon.ble Companys Blacks wants Yams, and M.rs Southen having Some to Sell he Sent to her this Morning and the Messenger Sent him the following Answer. Cap.tn Hoskison S.r I have been for Yams According to your Order and M.rs Southen will not let Me have any without a Noate from under your hand to be Sattisfied in the price at four Shellings a hundred weight if you let them alone much Longer She will Let them Rot in the groun[.] before you Shall have them at Five Shellings a hundred She is So Obstinate S.r September 25.th 1711 Yo.r humble Serv.t to Command Rich.d Smitherman Ordered That Sarah Southen being in debt to the Hon.ble Company and for her Sawcy Answer, Cap.tn Hoskison demand payment of her Either in Money Or Yams at a Reasonable price, Or to Distrain for the Debt. The Petetion of Robert Leech Planter Setting forth that Marrying One of Frenches Orphans Named Mary French is Intetuled to Fourteen Acres of Land which being in the possession of Cap.tn Hoskison was amongst his Land Seized for the Hon.ble Company humbly Prays that he may have the Same. And your Petetioner as in duty bound Shall Ever Pray &c.a September 24.th 1711. Ordered That he have the Land belonging to his Wife Asoon as it is Fenced in.	Hoskison further reported that the Company's slaves were short of yams. Hearing that Mrs Sarah Southen had some for sale, he sent Richard Smitherman to buy them that morning. Smitherman returned with a written answer dated 25 September 1711. Southen had refused to part with any yams unless Hoskison gave her a note under his own hand agreeing to a price of four shillings the hundredweight. Smitherman warned that if the matter were left longer, Southen would let the yams rot in the ground before she would sell them at five shillings the hundred, and he described her as obstinate. The council ordered that, because Southen was already in debt to the Company and because of her insolent reply, Hoskison was to demand payment from her, either in money or in yams at a reasonable price, and failing that to seize her goods for the debt. Robert Leech, planter, petitioned on 24 September 1711. By his marriage to Mary French, one of the French orphans, he claimed fourteen acres of land that had been seized for the Company among Captain Hoskison's holdings. He asked that the land be made over to him. The council ordered that Leech should have his wife's land as soon as it had been fenced in. **Interpretations** The livestock return divided the Company's cattle between the east side and the west side of the island, the standard administrative split for managing herds and pasture. The west side carried more than three times the cattle of the east, 252 head against 75, which reflects where the better grazing lay and where the Company concentrated its breeding stock. The detail of the count, distinguishing bulls, bullocks, cows, heifers, steers, yearlings and calves, allowed the council to track the reproductive capacity of the herd, not merely its size. Sarah Southen's demand for a written note under Hoskison's hand before parting with her yams shows how a private supplier could exploit a Company shortage. By insisting on a signed undertaking at a fixed price, she sought to bind Hoskison personally to terms more favourable than he would otherwise concede. The council's response treated her conduct as a disciplinary matter rather than a commercial one. Because she was already in debt to the Company, her refusal to supply on reasonable terms was answered by an order to recover the debt by distraint if she would not pay in money or yams. Distraint was the seizure of a debtor's goods to satisfy an outstanding sum, and the council's readiness to invoke it against a private seller in the middle of a supply negotiation shows how easily commercial pressure and debt enforcement ran together. The French orphans were the children of a deceased planter whose estate carried a settled entitlement of land. The fourteen acres claimed through Mary French had previously been part of Captain Hoskison's holdings until those holdings were seized for the Company, presumably for debt or default. Leech's petition asserted the orphan's title against the Company's possession, and the council recognised it, on the same condition imposed on Perkins the day before: the land must be fenced before it would be made over. Fencing was again treated as the act that converted an entitlement into a working tenure. **Speculations** The order against Sarah Southen combined three pressures into one stroke. Her debt to the Company supplied the legal ground, her refusal to sell at a reasonable price supplied the immediate provocation, and her insolent answer supplied the disciplinary edge. By framing the order so that she could discharge the debt in money or in yams at a reasonable price, the council left her a route to comply that also solved Hoskison's supply problem. The threat of distraint stood behind the choice and made refusal expensive. The arrangement was deliberately structured to obtain

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			the yams the slaves needed while punishing her conduct, rather than buying at her price.
212	212	Island St Helena At a Consultation held on Wednsday the 3.d day of October. 1711. At the United Castle in James Valley. Benjamin Boucher Esq.r Govern.r Pres.t George Hoskison Dep.ty Govern.r John Pack. 3. in Councill Ordered That the following Letter be Sent to Cap.tn John Roberts in Answer to his of the 24.th of September. S.r Your Letter of the 24.th of September (By M.r Thomlinson) S.s. have Received and Considerd and doe Answer. Tis doubtfull to Us, whether it was the Opinion of all the Comanders of Last, and this Summer Shipping, that Demi Cannon be Mounted at Mundens Fort, Since We Can No where finde any Minutes taken by you and Councill of Such Opinion, and it Appears [..]ing to Us (upon very good Reasons, which We Shall Shortly have the Hon.r to transmitt to Our Masters) that less Gunns will Answer the Same End, Shall Mount but few if any Demi Cannon at that Fort; and as to the Manner of Mounting them, Shall take the Quickest and Cheapest Method We are Capable of, which tho' it may be different from any Projected Scheme of Yours, We hope will not, (For that Reason) be displeasing to Our Masters. That work being in good forwardness, hope by the Time you may be goeing off, they may be most of them Mounted. By the way beg you to take Notice, that Fort is not in a Condition to Receive Gunns. We Shall upon all Occasions readiely Accept your Asistance and advice for the Interest of the Hon.ble Compdany, but beg you'll Never Offer Either but with Sincerete. Your Scheme of additionall Fortefications, when We See them, Shall have Our Opinion. As Likewise what Improvements you designd to make on this Island; be pleased to be Assured, None will Receeve projects of this Kinde with more reall Satisfaction than Our Selves: Our Intentions being very Just, towards their Service, who have done Us the Hon.r to Employ Us. As to the Severall Cases Mentiond in Yours to be yet Undecided. As Hoskisons, Alexanders, Edwards &c. We have and Shall Strictly follow the	Thank you for the correction. The revised version of the affected text follows. Island of St Helena. A consultation was held at the United Castle in James Valley on Wednesday 3 October 1711, with Benjamin Boucher, governor, presiding, George Hoskison, deputy governor, and John Pack also in council. The council directed a letter to Captain John Roberts in reply to his of 24 September 1711, sent by Mr Thomlinson. The substance of the reply was as follows. The governor and council doubted that all the commanders of last and this summer's shipping had agreed that demi-cannon should be mounted at Munden's Fort. No minute of such an opinion taken by Roberts and council could be found. On grounds the council intended shortly to lay before the Company, lighter guns would serve the same purpose, and few if any demi-cannon would be mounted at the fort. The mounting itself would be carried out by the quickest and cheapest means available, and although this might differ from any scheme Roberts had proposed, the council hoped the Company would not be displeased on that account. The work was well advanced, and most of the guns would probably be mounted by the time Roberts sailed. The council added that the fort was not yet in a fit state to receive guns. The council assured Roberts that his assistance and advice would be welcomed on any occasion that touched the Company's interest, but asked that neither be offered except in good faith. His scheme of additional fortifications, when produced, would receive the council's opinion, as would any plans he proposed for improving the island. The council professed itself ready to receive such projects with real satisfaction, its intentions being honest towards the masters who had employed it. As to the several cases mentioned in Roberts's letter as still undecided, including those of Hoskison, Alexander and Edwards, the council had followed and would continue to follow the **Interpretations** The United Castle in James Valley was the seat of government on St Helena, and consultations held there carried the formal authority of the governor and council. The three-man quorum of Boucher, Hoskison and Pack was the working council that conducted the island's daily business. Captain John Roberts had previously served as governor of St Helena and was now on the island awaiting passage home. The reference to his sitting with a council whose minutes were searched for the demi-cannon decision is to that earlier administration, when Roberts had presided over consultations that took opinions from visiting commanders on matters of fortification. His letter to the present council pressed recommendations rooted in that prior tenure, and the formal exchange between an outgoing governor and his successors shows how an ex-governor retained an advisory voice on the island until he sailed, but no executive authority. The council's reply marks the limits of that voice. Roberts's assertion that all the commanders had supported demi-cannon at Munden's Fort was rejected because no minute of such an opinion could be produced from his own time. Procedure trumped recollection, and the absence of a written record in the council books left his claim unsupported. **Speculations** The council's rejection of demi-cannon at Munden's Fort, justified by the absence of any minute

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			recording the commanders' agreement, was a deliberate use of procedure to defeat a recommendation made by the previous administration. By demanding written evidence of a collective opinion that Roberts asserted but could not document from his own council books, the new administration neutralised the proposal without engaging its merits, and reserved the substantive argument for a future letter to the Company. The procedural ground served as a holding answer while the council prepared its own case against the demi-cannon plan.
213	213	Directions of the Hon.ble Court of Directors [...] given Us; but must take Notice by the by, that it was not possible for you to know, We had any Instructions Relating to the above Mentioned but by Some of Our Councell, which Remark We must Transmitt to Our Masters. We Can not Readiely Guess, what Matters you may have to Offer for Our Masters Interest, which Need be Interreupted by any delay in the Affaires of those private persons before Mentioned, but there has been No delay On Our Sides, and We Wonder you do not know it. You Conclude with your Offer of Restitution, and Reparation for all Injuries done in your Government, and are willing to have the whole Island know it, by beat of Drum. Tis the Opinion of the Hon.ble Court of Directors, that in the Seizure of Cap.tn Hoskisons Land, you went too farr, and We are Sure that you went yet further then they Ever knew, and if Seisure of Land be Deemd Lawfull in his Case, which was the Extent of the penalty, you Could have No just Excease for destroying all his Cattle and permitting his Wife to be Insulted, and further, had he Incurr'd the penalty of Forfeture of Land, which According to proof in England, and he is much better able to Prove it here he did not, how Comes Orphans Lands to be Equally Leable which he had but in trust; this We humbly Presume is against the Laws of England, but We hope Since you have Offerd it you'l make Ample Saltisfaction to both, and this being done, We Shall have Reason to believe, you'l do the Same wherever any further Complaints may be made. We are United Castle St Helena Your Loving Friends October the. 3. 1711	Directions of the Honourable Court of Directors that had been given the present council. The council added, in passing, that Roberts could only have known of those instructions through one of the council members, and the council intended to report that leak to the Company. The council could not readily guess what matters Roberts had to offer in the Company's interest that should be held up by delay in the private cases mentioned earlier. No delay had occurred on the council's side, and the council expressed surprise that Roberts did not know it. Roberts had ended his letter with an offer of restitution and reparation for all injuries done during his government, and had declared himself willing to have the whole island know it by beat of drum. It was the opinion of the Court of Directors that Roberts had gone too far in the seizure of Captain Hoskison's land. The council was sure he had gone further still than the directors knew. Even if the seizure of land were held lawful in Hoskison's case, which was the limit of the penalty, there could be no just excuse for destroying all his cattle and permitting his wife to be insulted. Beyond that, if Hoskison had incurred the penalty of forfeiture of land, which by the standard of proof required in England he had not, and which he was much better able to prove on St Helena, there remained the question how the orphans' land, which he had held only in trust, came to be forfeited along with his own. The council held this contrary to the laws of England. Since Roberts had himself offered restitution, the council expected ample satisfaction to both Hoskison and the orphans. With that done, the council would have reason to believe Roberts would act similarly if further complaints arose. The letter was signed at United Castle, St Helena, 3 October 1711, by the council as Roberts's loving friends. **Interpretations** The Honourable Court of Directors was the governing body of the East India Company in London, and its directions to the St Helena council carried binding authority. The council's complaint that Roberts could only have learnt of those directions through one of its own members shows how confidential correspondence from London was treated as the property of the sitting administration, and how its leakage to a former governor was itself a matter to be reported back to the directors. The seizure of Hoskison's land referred back to the disciplinary action taken under Roberts's own government, the consequences of which were still unresolved at the change of administration. The council distinguished three separate acts within that seizure: the taking of the land itself, which the directors considered already excessive; the destruction of all Hoskison's cattle, for which no penalty in law provided; and the insult offered to his wife, which carried no legal warrant at all. Each was treated as a distinct wrong, and the council's argument was that even if the first were lawful, the second and third were not.

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			The orphans' land was the fourteen acres held by Mary French, claimed through her marriage to Robert Leech in the petition of 24 September 1711. The council's point was that this land had been in Hoskison's hands only as trustee, not as owner, and that even a lawful forfeiture against him personally could not reach trust property belonging to the orphans. This was treated as a matter of English law, and the council's invocation of those laws against the previous administration shows how the legal framework of the metropole was held to bind the colonial governor even in his disciplinary acts. **Speculations** The council's distinction between the three elements of the seizure, land, cattle and the insult to Hoskison's wife, was structured to defeat any defence Roberts might offer on the ground that the directors had sanctioned the underlying penalty. By conceding for argument's sake that the seizure of land might be lawful, the council isolated the destruction of cattle and the treatment of Hoskison's wife as acts that no instruction could excuse. The argument was framed so that Roberts's strongest ground, the directors' approval of the penalty, could not be made to cover the wider conduct.
214	214	Island St Helena At a Consultation held on Monday the. 8.th day of October 1711. At the United Castle in James Valley. Benjamin Boucher Esq.r Govern.r Pres.t George Hoskison Dep.ty Govern.r John Pack. 3.d in Councill Daniel Griffith. 4. in Councill Matthew Bazett. 5. in Councill The Case of Marcy Alexander Now Gargen about the Seizure of her former Husband Richard Alexander's land being Considered According to the Hon.ble Company 82. Parragraph in their Letter by the Toddington and Thistlewerth She desireing to have a Lease of the Same for the Term of One and Twenty years. Ordered. That She have a Lease granted to her According to the Hon.ble Court of Directors Instructions. Likewise Ordered. That an Order be Sent to Thomas Bagley to Quitt the aforesaid house and Land by the 16.th Ditto, and that he have Liberty to take his pro[..]sions Out of the ground in Eighteen Months time from the day of the date hereof. The Petetion of William Slaughter Serjeant Setting forth that he has planted Wood and Fenced in his Own Land, and Likewise Land hered of the Hon.ble Company According to Law. Humbly Prays that your Worships and Councill will be pleased to Establish your Petetioner in his Property. And your Petetioner as in duty bound Shall Ever Pray &c.a October y.e 8.th 1711 W.m Slaughter Ordered That a Warrant be Issued Out to M.r Bazett to Measure the Same Accordingly. The Petetion of Orlando Bagley, Richard Swallow, Thomas Bagley and William Slaughter, Setting forth that the Twenty Acres of Land granted to Thomas Perkins in Powells Vally as Appears in Consultation of the 24.th of September Last, that if he has the Land it will be very prejudiciall to them humbly Pray that they may Come in Sharers	Island of St Helena. A consultation was held at the United Castle in James Valley on Monday 8 October 1711, with Benjamin Boucher, governor, presiding, George Hoskison, deputy governor, John Pack, Daniel Griffith and Matthew Bazett also in council. The council considered the case of Marcy Alexander, now Gargen, concerning the seizure of her former husband Richard Alexander's land. The matter was taken up under paragraph 82 of the Company's letter brought by the *Toddington* and *Thistleworth*. She asked for a lease of the land for twenty-one years. The council granted her a lease on the terms set out in the directors' instructions. The council also ordered Thomas Bagley to quit the house and land in question by 16 October 1711. He was given eighteen months from 8 October 1711 to take his crops out of the ground. William Slaughter, serjeant, petitioned on 8 October 1711. He had planted wood and fenced in his own land, and also land he had hired from the Company, in accordance with law. He asked the council to confirm him in his property. The council ordered a warrant to Mr Bazett to measure the land. Orlando Bagley, Richard Swallow, Thomas Bagley and William Slaughter then petitioned jointly. The twenty acres in Powell's Valley granted to Thomas Perkins on 24 September 1711 would, they claimed, be prejudicial to them. They asked to be admitted as sharers **Interpretations** The expanded five-man council on 8 October 1711, adding Daniel Griffith and Matthew Bazett to the working three of Boucher, Hoskison and Pack, shows the full council sitting on matters touching land and estate. Bazett, who acted as the council's surveyor, was now a member as well, so that decisions on measurement and grant could be taken with him present. Paragraph 82 of the Company's letter brought by the *Toddington* and *Thistleworth* shows how the directors' instructions reached the island as numbered paragraphs within a single dispatch, each carrying authority on a particular case. The council referred to the paragraph by number when settling Marcy Alexander's lease, which means the directors had ruled on her case in London and the council was now carrying that ruling into effect. The arrival of the directors' instructions on identified ships set the timetable for action on the island.

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			Marcy Alexander, now Gargen, had remarried since the seizure of her former husband Richard Alexander's land. Her case was one of the undecided matters left over from Roberts's government, named in the letter of 3 October 1711 alongside those of Hoskison and Edwards. The grant of a twenty-one year lease at the directors' direction shows how the standard term used in fresh grants of waste land was also applied as the instrument of restitution where a previous seizure was reversed. The lease form gave Alexander a defined and recoverable interest without restoring outright ownership. **Speculations** The eighteen-month grace allowed to Thomas Bagley to take his crops out of the ground was a calculated compromise. A shorter notice would have forfeited the growing produce, an outcome the council had condemned in Roberts's destruction of Hoskison's cattle only days before. By giving Bagley the full growing cycle to harvest, the council demonstrated that on its watch the reversal of a previous seizure would not impose comparable loss on the displaced occupier. The arrangement was structured to show the difference between the previous administration's methods and the present council's.
215	215	Ordered That the Land be granted to Thomas Perkins as by former Consultation of the 24.th of September Last, their being None of the Aforesaid persons Offered to take the Land before till Now After We had granted it to Thomas Perkins. Gabriell Powell Came this day and Prayed that the difference between him and M.r Griffeth may be determined, and the determination about his Land. Likewise Prays if their be any Orders Come from the Hon.ble Company about it. M.r Griffeth Says he and M.r Powell have agreed their difference long Agoe. Ordered. That a Jury be Sammonned against Thursday the 18.th Instant to Determine the Cause between M.r Powell and Jonathan Beales Orphans Land According to the Hon.ble Court of Directors Order. Cap.tn Hoskison and M.r Bazett desire to be discharged. of being any Longer Security for M.r Carne. Ordered. That M.r Carne appear Next Councell day to give his Land and House Security for Governour Keeleng Childrens Money According to an Order of Councill of the 9. of May 1711. Cap.tn Hoskison produced in Councell the following Letters of Attorney and Bills of Exchange protested in England by William Scorg Notary p. Publick. One Bill for Fourty Three pound Sixteen Shellings and Eight pence drawn by Edward Mashborne Late Deputy Governour on his Brother Samuell Mashborne payable to Cap.tn Eustace Peacock. The Other Bill drawn by M.r George Carne of this Island for Eighteen pound Twelve Shellings On M.r Tancred payable to Cap.tn Anthony Tellett. Which are all Approved of by Governour and Councell. Elizabeth Allis Wedow Wife of Thomas Allis Senior deceased brought this day her Husbands Last Will and Testament In Order of haveing the Same proved which was done by the Oaths of Orlando Bagley and Antipass Tovey. Ordered That the Same be Received and Approved of and Coppyed out in a book for that Purpose, and Coppys given when Demanded.	The council confirmed the grant of the twenty acres in Powell's Valley to Thomas Perkins, as set out in the consultation of 24 September 1711. None of the four petitioners had offered to take the land before the grant to Perkins was made, and the council declined to break the grant on their behalf now. Gabriel Powell came before the council and asked that the dispute between himself and Mr Griffith be determined, together with the matter of his land. He also asked whether any orders had come from the Company on the case. Griffith answered that he and Powell had settled their dispute long since. The council ordered a jury to be summoned for Thursday 18 October 1711 to determine the case between Powell and the land of Jonathan Beale's orphans, in accordance with the directors' order. Captain Hoskison and Mr Bazett asked to be discharged from standing any longer as security for Mr Carne. The council ordered Carne to appear at the next council day and to give his land and house as security for the money owed to Governor Keeling's children, in accordance with the order of council of 9 May 1711. Hoskison produced in council two letters of attorney and the following bills of exchange, both protested in England by William Scorg, notary public. A bill for £43 16s 8d, drawn by Edward Mashborne, late deputy governor, on his brother Samuel Mashborne, payable to Captain Eustace Peacock. A bill for £18 12s 0d, drawn by Mr George Carne of St Helena on Mr Tancred, payable to Captain Anthony Tellett. Both bills were approved by the governor and council. Elizabeth Allis, widow of Thomas Allis senior, deceased, brought her husband's last will and testament for proof. The will was proved on the oaths of Orlando Bagley and Antipas Tovey. The council ordered the will received and approved, copied into a book kept for that purpose, and copies given out when demanded. **Interpretations** The council's refusal to admit the four petitioners as sharers in Perkins's grant rested on the order of events. None of them had come forward to take the land before the grant was made on 24 September 1711. The council treated the timing of a petition as decisive, and refused to let later objection unsettle a grant already entered in the consultation book. The principle

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			protected the council's own record and discouraged speculative claims raised only after another party had committed to enclosure. The discharge of Hoskison and Bazett from their suretyship for Mr Carne, with the order that Carne now pledge his land and house in place of his personal sureties, shows how the council managed the security underlying debts owed to absent beneficiaries. The order of 9 May 1711 had originally fixed the obligation in favour of Governor Keeling's children, and the present order replaced personal guarantors with real property as the standing security. The shift moved the risk from named individuals to a fixed asset that could be reached directly if the debt were called. Bills of exchange protested in England were instruments that had been drawn on a named drawee in London but dishonoured on presentation, and the formal protest by a notary public was the legal step that preserved the holder's right of recourse against the drawer. William Scorg's protest in England converted dishonoured paper into a debt enforceable on the island. The two bills together, totalling £62 8s 8d, ran back to former officers of the island: Edward Mashborne, the late deputy governor, and George Carne, the same man whose suretyship the council was reorganising at the same sitting. Carne's appearance on both sides of the day's business, as a debtor on Keeling's children's account and as the drawer of a dishonoured bill, shows how a single inhabitant could carry several layers of obligation through the council books at once. **Speculations** The replacement of personal sureties by real property in Carne's case was a calculated tightening of security. Hoskison and Bazett, two members of the council itself, had stood as Carne's guarantors and now wished to be free of the obligation. By directing that Carne pledge his land and house in their place, the council secured the debt against an asset that could not move or default in the same way as a personal guarantor. The change probably reflected concern about Carne's solvency, and the same day's approval of a dishonoured bill drawn by Carne in England, for £18 12s 0d, gave the council evidence that his paper was already going protested overseas. The two acts taken together suggest that the council was tightening the ring around Carne's finances before his position deteriorated further.
216	216	Island St Helena At a Court of Judicature held on Thursday the 18.th day of October. 1711. At the Sessions House Near the United Castle in James Vally. Benjamin Boucher Esq.r Governour Pres.t George Hoskison Dep.ty Governour John Pack. 3. in Councill Daniel Griffith. 4. in Councill Matthew Bazett. 5.th in Councill Then the Court was Opened According to the Usuall Manner and the Persons Appointed for Jurors are as followeth Viz. 7. John Robenson 8. John Twaits 9. Richard Swallow Sen.r 10. Thomas Burnam 11. William Seale 12. Thomas Cason 13. John Nichols Sen.r Foreman 14. Richard Gurling 15. James Greentree 16. Jonathan Doveton 17. Joshua Johnson 18. John Coles Who were all Sworne. The Case Stated between Gabriell Powell Defendant and Beales Orphans plaintiffs.	Island of St Helena. A court of judicature was held at the sessions house near the United Castle in James Valley on Thursday 18 October 1711, with Benjamin Boucher, governor, presiding, George Hoskison, deputy governor, John Pack, Daniel Griffith and Matthew Bazett also in council. The court was opened in the usual manner. The jurors appointed were as follows. John Robenson John Twaits Richard Swallow senior Thomas Burnam William Seale Thomas Cason John Nichols senior, foreman Richard Gurling James Greentree Jonathan Doveton Joshua Johnson John Coles All were sworn. The case was stated between Gabriel Powell, defendant, and Beale's orphans, plaintiffs. Jonathan Beale, planter and father of the orphans, made his last will and testament in writing in January

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		Shewing that Jonathan Beale planter Father of the Said Orphans in January 1697/8 made his Last Will and Testament In Writing and Soon after dyed Leaving behinde him a Wife and Two Children the Orphans Viz. Richard and Anthony Beale and the Wedow Sole Execcatrix. That by the Said Will he gave Devesed and Desposed of his Wordly Estate as followeth. 1.st He gave and Desposed of to his Wife the thirds of all his Estate both Reall and personall (Except a House in the Country) Absolutely at her Own Disposall. 2.dly To his Son Richard Beale the house in the Country after his Grandmothers Decease, besedes his Thirds in the Estate at the day of Marriage Or the Age of One and Twenty Years. 3.ly To his Son Anthony Beale a third of the Estate to be delevered upon his Marreiage, Or at the Age of One and Twenty Years. Declareing this to be his true Meaning and to be his Last Will and Testament In the presence of three Subsbantiall Planters as Witnesses.	1698. He died soon after, leaving a wife and two children, Richard and Anthony Beale, with the widow as sole executrix. By his will he disposed of his estate as follows. To his wife, a third part of his whole estate, real and personal, except for a house in the country, to be at her own disposal absolutely. To his son Richard Beale, the house in the country after his grandmother's decease, together with his third part of the estate on his marriage or at the age of twenty-one years. To his son Anthony Beale, a third part of the estate, to be delivered on his marriage or at the age of twenty-one years. The testator declared this to be his true meaning and his last will and testament, in the presence of three substantial planters as witnesses. **Interpretations** The sessions house near the United Castle was the formal venue for trials before a jury, distinct from the consultation chamber inside the castle. The court of judicature was the same body of councillors sitting in a judicial capacity, with the governor presiding and the deputy governor and the other three council members on the bench. The shift of location marked the shift of function from executive consultation to judicial trial. The jury of twelve men was empanelled by the council and sworn at the opening of the court. The composition of the panel drew on the planter community of the island, including Richard Swallow senior, who had himself petitioned only ten days earlier to share in Perkins's grant, and Jonathan Doveton, a name found among the established landholding families. The selection of a foreman, John Nichols senior, gave the jury an internal head to deliver its verdict. The twelve-man panel was the standard form of English common law jury, transported to the island and used here to determine a dispute over orphan property under the directors' order. Jonathan Beale's will of January 1698, made in the old calendar style as January 1697/8, set out the standard form of provision for a planter's family. The widow took a third of the whole estate, real and personal, at her own disposal, with the exception of one specific property, the house in the country. The two sons each took a third of the estate, with the older son Richard taking the country house in addition, but only after the death of his grandmother, who held a life interest in it that the will did not disturb. **Speculations** The choice of the sessions house rather than the castle for the determination of the orphans' case put the proceeding into a publicly recognisable judicial setting, distinct from the closed consultations of the council. By moving to the sessions house and empanelling a jury under oath, the council framed the case as a trial at law rather than as an administrative decision, and the orphans' interest was given the protection of a finding by twelve men of the island community. The form perhaps mattered because the previous administration's handling of orphan land, raised in the letter to Roberts on 3 October 1711, had been criticised as contrary to the laws of England. By proceeding here with full common law form, the council put its own conduct beyond comparable reproach.
217	217	That the Said Will was brought before the then Governour and Councell and being read the Witneses were Sworne and Examined and the Same was Received and Approved of. That in Some time after the Defendant Gabriell Powell Intermarryed with Margarett Beale Wedow of the Said Jonathan Beale Deceased. By Vertue of which Marriage he was Intetuled to and became proprietor of what	The will had been brought before the then governor and council. The witnesses were sworn and examined, and the will was received and approved. Some time afterwards the defendant Gabriel Powell married Margaret Beale, widow of Jonathan Beale. By that marriage he became entitled to all that had belonged to her and all that the will had given her, and he held it accordingly.

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		belonged to her and what was given and Appointed her by the Said Will and Stood possessed thereof. That about Four Months after She dyed having No Issue by the Said Powell. Whereupon M.r Carne as being Related to the Children by his Wife Informed the then Governour Poirier that having No Issue by his Wife borne alieve the Said Powell Could not Enjoy the Said Land given to his Wife by her Husband: Will, and produced the present Stat[..] of England touching the Courtesye of England in that Case. Whereupon there was a Jury Called and the Case was Laid before them, but being a point of Law as they thought Referred it to the Hon.ble Comp.y for their Decision. To which No Direct Answer Came till Now they were pleased to Order it to the Jury. Now the Said Gabriell Powell In Defence of his Claime and Right to the thirds of the whole Estate pleads. 1.st That it was an Absolute Gift, Devise and bequest to his Wife by the Will of the Deceased and that the Witneses declared the Same upon Oath that it was his true Intent and Meaning. 2.dly That the two Children had their Severall parts and portions Particcularly Appointed and Allotted them at Age or Marreiage. 3.dly There is not the Least Mention in the Will Nor did the Deceased Mention Say Or design at the making of his Will that the Said two Chil dren or Either of them Should have any further Share or Concern in the Estate then was particcularly Appointed them leaveing it wholy at her Desposall and her Self Sole Execcutrix. 4.thly That by the Hon.ble Companys Laws any person may Despose of his Land at his pleasure. 5.thly That the Hon.ble Company further Says that a Mans Land Shall go as by his Last Will and Testament is Appointed. Lastly as to M.r Carnes Objection that having No Child by her Can not by the Courtesye of England Enjoy it No Longer then her Life. That is Out of this Case that being in the Case of an Inheritrixe who had Land by Decent, but this being a Devise or bequest by Will was Absolutely at her Own Desposall and upon Marreiage Immeediately became his. And having possession Ever Since and paid Revenues for the Same humbly hopes you well decide it in his favour.	About four months after the marriage Margaret died, leaving no issue by Powell. Mr Carne, related to the children through his wife, then informed the then governor, Poirier, that as Powell had no living issue by his wife, he could not enjoy the land given to her by her husband's will. Carne produced the current English statute on the courtesy of England. A jury was called and the case laid before it. The jurors held the matter to be a point of law and referred it to the Company for decision. No direct answer came until now, when the directors ordered the case to be put to a jury. Powell now defended his claim to the third of the whole estate on the following grounds. First, the will was an absolute gift, devise and bequest to his wife, and the witnesses had sworn that this was the testator's true meaning. Second, the two children had their own shares particularly allotted to them, to be delivered at age or marriage. Third, there was nothing in the will, and the testator had said nothing at its making, to suggest that either of the two children was to have any further share in the estate beyond what was particularly assigned to them. The remainder was left wholly to the widow's disposal, and she was named sole executrix. Fourth, by the Company's laws any person could dispose of his land at his pleasure. Fifth, the Company further provided that a man's land was to descend as appointed by his last will and testament. Finally, on Carne's objection that, having had no child by her, Powell could not by the courtesy of England enjoy the land beyond her life: this rule applied only to an inheritrix who had taken land by descent. Here the land had come to the wife by devise or bequest, was absolutely at her own disposal, and on her marriage to Powell had passed immediately to him. He had held possession ever since and paid the revenues, and asked the court to decide in his favour. **Interpretations** The courtesy of England was a common law rule under which a widower took a life interest in his deceased wife's freehold land, provided that issue had been born alive of the marriage capable of inheriting. Where no such child had been born, the courtesy did not attach, and the husband's claim to enjoy the land for life failed. The rule applied to land that the wife had held by descent as an inheritrix, and the legal argument in the present case turned on whether it also applied where the wife had taken the land by devise under a will rather than by descent from an ancestor. Powell's contention was that the rule did not reach devised land, and that his wife's interest, being absolute, passed to him on marriage without depending on the birth of a child. Mr Carne's intervention before Governor Poirier shows how a kinsman by marriage of the orphans could act to protect their interest against the widow's new husband. Carne was related to the children through his wife, which made him uncle or cousin by affinity, and his standing to raise the objection rested on that family connection rather than on any office. His production of the present statute of England on the courtesy shows how parties on the island invoked metropolitan legislation directly, and how the council was expected to apply that statute when it was put before it. Governor Stephen Poirier had presided over the earlier stage of the case, and the procedural history therefore reached back through three administrations: Poirier's, Roberts's and now Boucher's. The Company's laws on devise of land, cited by Powell as his fourth and fifth grounds, show that the directors had issued rules permitting inhabitants to

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			dispose of land by will and providing that a man's land was to descend as his will appointed. These local rules sat alongside the English common law on inheritance and courtesy, and the case raised the question of how the two bodies of law interacted on the island. Powell's argument placed the Company's permission to devise above the common law restriction on courtesy, while Carne's argument relied on the common law statute against the freedom of devise. **Speculations** The directors' eventual decision to send the case back to a jury on the island, after years of silence on the point of law referred to London, was perhaps a deliberate avoidance of a ruling that would have set a precedent for similar cases. By leaving the determination to the local jury, the directors allowed the matter to be settled on its particular facts without committing the Company to a general position on courtesy and devise. The local verdict would bind only the parties in front of it, leaving the underlying legal question open for future cases to be argued afresh.
218	218	Then the Jury withdrew and Stayed About Three Quaters of an hour and brought in their Verdict as followeth. Gabriell Powell to have the Thirds According to the Tenor of Jonathan Beales Will both of the Reall and personall Estate. Gabriell Powell made Application to the Governour and Councill to have the Land between him and Jonathan Beales Orphans Divided in Order of Fencing the Same. Ordered That M.r Bazett M.r Jonathan Doveton M.r Richard Gurling and M.r James Greentree Devicle the abovesaid Land. Island St Helena At a Consultation held on Tuesday the 30.th day of October. 1711. At the United Castle in James Valley. Benjamin Boucher Esq.r Govern.r Pres.t George Hoskison Dep.ty Govern.r John Pack. 3. in Councill Daniel Griffith. 4.th in Councill Matthew Bazett. 5.th in Councill A Petetion of Elizabeth Allies Wedow this day was Preferrd for Further time to Fence in her Land According to the Late Act, Desireing Longer time to Fence in her Land then the Law Limitts in that Case. The Petetioner is Answerd that Considering the Hon.ble Companys Directions in their Letter by the Toddington enjoyning a Strict Observation of that Law, the Petetioner Pursuant to the Aforesaid Order must Apply her Self to the Fencing on her Land against the 25.th of March Next being the time Limitted Otherwise the Said Land will become Forfeited to the Hon.ble Company. And the Governour and Councell think proper to Issue out a Proclamation this Evening for Warne all those that are Remiss herein that if their Fencing be not Compleated by the Limited time the penalty will be Exacted	The jury withdrew and stayed about three quarters of an hour before returning its verdict. Gabriel Powell was to have the third of both the real and personal estate, according to the tenor of Jonathan Beale's will. Powell then applied to the governor and council to have the land divided between himself and Beale's orphans, so that it could be fenced. The council ordered Mr Bazett, Mr Jonathan Doveton, Mr Richard Gurling and Mr James Greentree to divide the land. Island of St Helena. A consultation was held at the United Castle in James Valley on Tuesday 30 October 1711, with Benjamin Boucher, governor, presiding, George Hoskison, deputy governor, John Pack, Daniel Griffith and Matthew Bazett also in council. Elizabeth Allis, widow, petitioned for more time to fence her land than the recent act allowed. The council answered that the directors' letter brought by the *Toddington* had enjoined strict observation of the fencing law. She was therefore required to complete the fencing of her land by 25 March 1712, the time limited by the act, failing which the land would be forfeited to the Company. The council further determined to issue a proclamation that evening, warning all who were remiss that the penalty would be exacted if their fencing were not completed by the time limited. **Interpretations** The jury's deliberation of about three quarters of an hour, followed by a verdict in Powell's favour on the third part of both real and personal estate, settled the long-running point of law. The verdict accepted Powell's argument that his wife's interest by devise was absolute and had passed to him on marriage without dependence on the courtesy of England. The brevity of the jury's withdrawal suggests that the case, once put to them, did not divide them sharply. The reference to the tenor of the will, meaning the meaning and force of its terms taken as a whole, tied the verdict to the testamentary instrument rather than to any general rule. The application to divide the land between Powell and the orphans, made immediately on the verdict, shows how a successful claim to a third part led directly to physical partition on the ground. Until division, the parties held undivided shares in the whole, and fencing was impossible. The appointment of Bazett with three of the jurors who had just delivered the verdict, Doveton, Gurling and Greentree, drew on men whose knowledge of the case was fresh and who could be expected to apply the verdict consistently in the partition. The council used the jury panel as a working pool from which to draw commissioners for the practical execution of its decisions.

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			The recent fencing act referred to in Elizabeth Allis's petition was the law on which William Slaughter had relied on 8 October 1711 in seeking confirmation of his property. The act set a fixed time within which inhabitants were required to fence their land, on pain of forfeiture to the Company. The directors' letter brought by the *Toddington* had reinforced the council's duty to apply the law strictly. The widow's request for more time was refused on that ground, and the date of 25 March 1712 was set as the absolute limit, after which her land would be forfeit. **Speculations** The verdict for Powell, after a deliberation as short as three quarters of an hour, perhaps reflected the strength of his argument from the will and the Company's own laws on devise. The jury, drawn from planters who themselves disposed of land by will and relied on the same freedom of devise to provide for their own families, had a practical interest in upholding the principle that an absolute bequest carried full title to the devisee and to those claiming through her. A verdict against Powell would have unsettled testamentary practice on the island, and the jury's brisk conclusion suggests an awareness of the wider consequences for inhabitants whose own arrangements rested on similar grounds.
219	219	Wherefore Ordered. That the following Proclamation be Issued Out. Island St Helena By the Governour and Councill A Proclamation Whereas the time Limmitted for Fencing in all Lands On the Said Island Expires the 25.th of March Next Ensuing. These are to give Notice to all persons whatsoever (possesseing of Land) That the Hon.ble Lords Proprietors doe Require and Command a due and Strict Compliance thereto As by a Parragraph in their Generall Letter by the Ship Tod dington which is as follows. It has been with abundance of Difficeulty, that the People have been of Late Prevailed upon to Sett about Fencing in their Lands and planteing of Wood, tho' it is apparent that the want of Trees for Shelter, hinders the groweth of Yams, Grass &c. Necessary productions of the Earth, and in a Little time they will not have Sufficcient for Fireing. The Laws for these two Usefull works you must take Care they be Effecteually Complyed with under the penaltys therein Exprest. Wherefore all persons are to take due Care to the performance thereof Otherwise they will Incurr the penalty which is the Forfetture of their Lands. Dated at the United Castle in James Valley this 30.th day of October. 1711. Signd by Order of Governour and Councill Thomas Goodwin Cl[.] Coun.l Whereas Last Councell day M.r Bazett M.r Jonathan Doveton, M.r Richard Gurling M.r James Greentree, Upon the Application of Gabriell Powell Freeholder were Ordered to Devicle the Estate of Jonathan Beales Orphans between them According to the Verdict of a Jury the 18. of this Instant October. This day make their Report of the Same. 1.st Twenty Acres of Cabidge Tree land adjoyning to Wedow Leech under the Main Hedge (as it may fully Appear in the Plott) to Gabriell Powell. 2.dly Ten Acres of Yam wood Land to Ditto Lying and Sectuate at P[..]ar ley Bed being the Lower Ten Acres, but We have Allotted that he shall turn his Cattes & Course to his Said Lower Ten Acres Eight days, and then the Children to turn it Six days and So Alternatively One after the Other.	The council ordered the following proclamation to be issued. Island of St Helena. By the Governor and Council. A proclamation. The time limited for fencing in all lands on the island expired on 25 March 1712. All persons possessed of land were given notice that the lords proprietors required and commanded strict compliance with the fencing law, as set out in a paragraph of their general letter brought by the *Toddington*. That paragraph ran as follows. The people had been brought only with great difficulty to fence their lands and plant wood, although it was plain that the want of trees for shelter hindered the growth of yams, grass and other necessary produce of the earth, and that in a little time there would not be sufficient wood for fuel. The laws for these two useful works were to be effectually complied with under the penalties they imposed. All persons were therefore to perform their duty in this regard, on pain of forfeiture of their lands. Dated at the United Castle in James Valley, 30 October 1711. Signed by order of the governor and council. Thomas Goodwin, clerk of council. At the last council day, Mr Bazett, Mr Jonathan Doveton, Mr Richard Gurling and Mr James Greentree had been ordered, on Gabriel Powell's application as freeholder, to divide the estate of Jonathan Beale's orphans between them, in accordance with the jury's verdict of 18 October 1711. They made their report this day. Twenty acres of cabbage tree land adjoining widow Leech under the Main Hedge, as set out in the plot, were allotted to Gabriel Powell. Ten acres of yam wood land at [...] Bed, being the lower ten acres, were allotted to him also. The commissioners directed that he should turn his cattle on his lower ten acres for eight days, and then the children should turn theirs for six days, alternately one after the other. **Interpretations** The proclamation embedded the directors' own words in its operative text, quoting the paragraph of the *Toddington* letter that set the policy on fencing and tree planting. By reproducing the metropolitan instruction within the local order, the council gave the

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			proclamation the dual authority of the directors' letter and the council's own pen, and made the source of the requirement visible to every inhabitant who heard the proclamation read or saw it posted. The reasoning given in the directors' paragraph for the fencing and tree planting laws was practical rather than legal. The want of trees for shelter was said to hinder the growth of yams and grass, and the island faced a future shortage of fuel wood. The laws served an agricultural and economic purpose, and the directors framed compliance as essential to the productive capacity of the island itself. The penalty of forfeiture was therefore not a punitive measure for its own sake, but the means of enforcing a policy that the directors regarded as necessary to the island's survival as a productive station. The arrangement for the lower ten acres of yam wood land, by which Powell and the orphans were to turn their cattle on the same ground in alternating periods of eight and six days, shows how a common pasture could be shared by rotation rather than by physical division. The eight-day period for Powell and the six-day period for the children may reflect the proportion of their respective shares in that piece of ground, or some other allocation reached by the commissioners. The rotation avoided the cost of further fencing on land that both parties were to use, and gave each party defined periods of exclusive grazing without permanent partition. **Speculations** The commissioners' choice to keep the lower ten acres in shared rotational use, rather than divide it physically, perhaps reflected the awkwardness of fencing a small piece of yam wood land into smaller portions. The cost of additional fencing on a divided ten-acre block would have been disproportionate to the benefit, and rotation by days gave both parties the use of the whole. The arrangement also reflected the institutional acceptance of common pasture on the island, despite the general policy of enclosure pursued in the proclamation of the same day. Where full enclosure was impractical, the council and its commissioners were prepared to leave land in regulated common use.
220	220	3.dly We did Appraise the house at the Fort at the Sum of Sixty three pounds We did Aske the Said Gabriell Powell if he would Relinquish his Right and Title to the Said house the Children paying him One and Twenty Pounds being the Third part of the whole Appraisement which he did willingly Accept So that the Children are to have the whole house and all the Appurtenances thereunto belonging between them. 4.thly The Said Children are Likewise to pay the Said Powell Four Pounds for the third part of a Lithe house upon the Pursley bed ground Lying on the Ten Acres of Land that by Lott fell to them. 5.thly As all The Timber Trees Called Red Wood Trees are upon the Cabidge Tree Land that by Lott fell to the Said Gabriell Powell Except Three Trees We did Mark for the Children Forty Two Trees being the Two third part of Said Timber. The Mead Frigott being Arrived here the 24.th Instant and Moord in her birth the 25.th We haveing Sent on board to know what goods they had to Spare they Said they have goods of the Hon.ble Companys but it is Pepper and Salt Peeter which We have No Occasion for. That Inquiry be Made if they have any Arrack to Spare We being in want of Liquor, not knowing whether any More Shipps may Come. Ordered That a Generall Letter be prepared to Send to the Hon.ble Companys by this Shipp.	The house at the fort was appraised by the commissioners at £63 0s 0d. They asked Gabriel Powell whether he would give up his right and title to the house if the children paid him £21 0s 0d, being a third part of the whole appraisement. Powell agreed. The children therefore took the whole house and all its appurtenances between them. The children were also to pay Powell £4 0s 0d for his third part of a lithe house at Pursley Bed ground, standing on the ten acres allotted to them. All the red wood timber trees stood on the cabbage tree land that had fallen by lot to Powell, except for three trees. The commissioners marked forty-two trees on Powell's ground for the children, being the two thirds of the timber that fell to them. The *Mead* frigate arrived at the island on 24 October 1711 and was moored in her berth on 25 October 1711. The council sent on board to ask what goods she had to spare. The ship carried Company goods, but only pepper and saltpetre, neither of which the council had occasion for. The council ordered inquiry to be made whether the *Mead* had any arrack to spare, the island being in want of liquor and uncertain whether further ships would arrive. The council ordered a general letter to the directors to be prepared for sending by this ship. **Interpretations**

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			The house at the fort was a substantial structure within the estate, valued at £63 0s 0d as a single item. The commissioners' method of dealing with it was to appraise the whole and then buy out Powell's third part for £21 0s 0d, leaving the building intact in the children's hands. By taking a cash payment in place of his share, Powell received a fixed sum and the orphans received a complete house rather than an undivided fractional interest. The transaction shows how indivisible assets within an estate were converted into shares of money for the party who could not occupy them. The forty-five red wood timber trees on the cabbage tree land fell entirely on the ground allotted to Powell, except for three trees. Of those on his ground, the commissioners marked forty-two for the children, being two thirds of the total, leaving Powell with the remaining one third in trees plus the three that already stood elsewhere. Red wood was a valuable indigenous timber on the island, and its allocation was treated as a separate matter from the land itself. By marking the trees individually, the commissioners gave the orphans a defined right to specific timber growing on Powell's ground, independent of the soil beneath. The arrangement created a form of shared interest where standing timber belonged to one party and the land to another. Arrack was the spirit distilled in the East Indies, typically from palm or rice, and a standard item carried on Company ships for the use of crews and for trade. The council's specific inquiry whether the *Mead* had any arrack to spare, justified by the island's want of liquor and the uncertainty of further arrivals, shows how dependent St Helena was on passing shipping for its supply of spirits, and how the council seized any opportunity to replenish stocks against a possible interval before the next vessel. **Speculations** The council's reaction to the *Mead*'s cargo of pepper and saltpetre, neither of which was wanted, and the immediate inquiry for arrack, shows how the island's procurement priorities differed sharply from the Company's eastward trade. Pepper and saltpetre were valuable goods bound for the European market, but the island had no use for them. Liquor, by contrast, was a daily necessity, and the council's uncertainty about future shipping made even an opportunistic purchase from a passing frigate worth pursuing. The juxtaposition of the Company's grand trade and the island's domestic wants is laid bare in a single sentence of the consultation.
221	221	Island St Helena At a Consultation held on Monday the 19.th day of November. 1711. At the United Castle in James Valley. Benjamin Boucher Esq.r Govern.r Pres.t George Hoskison Dep.ty Govern.r John Pack. 3. in Councill Daniel Griffith. 4.th in Councill Matthew Bazett. 5.th in Councill The following Letters were Received from Cap.tn John Roberts and M.r William Marsden. Viz. Gentlemen I desire to go home in the Mead Frigott and Cap.tn Barnet tells Me, he Shall Sayle in a verry feew days, desire he may have the Necessary Orders to take Me aboard I am. Gentlemen Island St Helena Your humble Serv.t November. 19. 1711 J.n Roberts Gentlemen I desire Leave to go Off in the Mead Friggoll, with my Wife and Familly for England, whom I hear will Sayle very Soon, desire that the Cap.tn may have an Order to Receive me and my Familly Aboard Accor dingly. I am.	At a consultation held on Monday 19 November 1711 at the United Castle in James Valley, Governor Benjamin Boucher presided. Also present were Deputy Governor George Hoskison, John Pack as third in council, Daniel Griffith as fourth in council, and Matthew Bazett as fifth in council. The council received two letters, one from Captain John Roberts and one from William Marsden. Roberts wrote on 19 November 1711 from the island of St Helena. He asked to return home aboard the *Mead Frigate*. Captain Barnet had told him the ship would sail in a few days, and Roberts requested that the necessary orders be issued for him to be taken aboard. Marsden wrote on the same day. He asked for leave to depart on the *Mead Frigate* for England with his wife and family, having heard the ship was due to sail very soon. He asked that Captain Barnet be ordered to receive him and his family aboard. The council ordered that Roberts and Marsden be given the necessary orders to Captain Barnet, in keeping with their requests, once their accounts had been examined.

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		Gentlemen Island St Helena Your humble Serv.t November. 19.th 1711 W.m Marsden Ordered That Captain John Roberts, and M.r William Marsden have the Necce ssary Orders to Cap.tn Barnet According to their desire Asoon as We have Examined their Accounts.	**Interpretations** The requirement to examine the accounts of Roberts and Marsden before issuing departure orders shows how the Company controlled the movement of its servants. No one in Company employment could simply take passage home. Outstanding debts, advances, stores drawn from the warehouse and unsettled financial dealings had to be reconciled first, with the council acting as the auditing body. Permission to embark functioned as a financial clearance, not merely a travel authorisation. Captain Barnet commanded the *Mead Frigate*, an East India Company ship homeward bound. Passage on such vessels was not a private arrangement between passenger and master. The captain required a written order from the governor and council before he could lawfully take Company servants or their families aboard, which gave the island government direct control over who left the settlement and on what terms. Marsden's request to take his wife and family reflects the practice by which Company servants posted to St Helena often established households on the island. Their departure involved not only the individual servant but dependants whose passage also required formal authorisation. **Speculations** Roberts and Marsden submitted their letters on the same day, in nearly parallel form, which suggests they coordinated their applications to catch the same ship. The *Mead Frigate* was said to be sailing within a few days, and a joint approach gave both men the best chance of clearing the council's account procedure in time. The council's response, granting both requests in a single order conditional on the examination of accounts, indicates the matter was treated as a routine pair rather than as two separate cases.
222	222	Island St Helena At a Consultation held on Friday the 23. day of November. 1711. At the United Castle in James Vally. Benjamin Boucher Esq.r Governour George Hoskison Dep.ty Govern.r Pres.t John Pack. 3. in Councill Daniel Griffith. 4.th in Councill Matthew Bazett. 5. in Councill Ordered That an Order be Sent to Cap.tn Barnard to Receive Cap.tn John Roberts On Board According to his Request. Likewise that M.r Marrden have Leave to go Off with his Wife and Familly According to his desire. William Marsh planter being desirous to go Off this Island with his Wife and Familly in the first Shipp that Arrives here homeward bound, Offered to Sell his Land and plantation to the Hon.ble Company Contaning Fifty Eight Acres of Land. We think it very Convenient to buy it for the Hon.ble Companys Use, it Joyning to the Hutts and will make an Intere good plantation and is Extraordinary good Pastureland, and Lyes very Convenient and Near the Fort, and abounding with Lemon Trees. Ordered That Cap.tn Hoskison buy the Land and plantation According to his Agreement for Three Hundred pounds. And that the Said William Marsh have Leave to Leve upon the Land till the Arrivall of the first homeward bound Ship. And that Cap.tn Hoskison and M.r Bazell go and View the land and plantation and Report the Same to the Governour and Councill In what Condition it is in. And that the Said Marsh Leave the Land plantation, and House in as good a Condition as it is Now, and that he plants Suckers, as he digs Yams, and that We have the Benefitt of the Lemons from this time forward. Ordered	At a consultation held on Friday 23 November 1711 at the United Castle in James Valley, Governor Benjamin Boucher presided, with Deputy Governor George Hoskison, John Pack as third in council, Daniel Griffith as fourth in council, and Matthew Bazett as fifth in council. The council ordered that an instruction be sent to Captain Barnard to receive Captain John Roberts aboard as requested. Marsden was likewise granted leave to depart with his wife and family. William Marsh, a planter, wished to leave the island with his wife and family on the first homeward-bound ship to call there. He offered to sell his land and plantation, fifty-eight acres in total, to the Honourable Company. The council considered the purchase advantageous. The ground adjoined the Hutts and would form a single substantial plantation. It was excellent pasture, lay close to the fort and was well stocked with lemon trees. The council ordered that Hoskison purchase the land and plantation in accordance with his agreement for £300 0s 0d. Marsh was permitted to remain on the land until the first homeward-bound ship arrived. Hoskison and Bazett were directed to inspect the land and plantation and report its condition to the governor and council. Marsh was required to leave the land, plantation and house in as good a condition as he then held them. He was to plant suckers as he dug yams, and the lemons were to be at the Company's benefit from that day forward. The council ordered that a bargain and sale be drawn up accordingly. **Interpretations** The purchase of Marsh's plantation shows how the Company expanded its direct landholding on St Helena by absorbing the holdings of departing planters. The

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		That a Bargain and Sale be drawn up Accordingly.	reasoning recorded by the council, that the land adjoined the Hutts and would consolidate into one good plantation, reflects a deliberate policy of accumulating contiguous ground rather than acquiring scattered parcels. Proximity to the fort added a defensive and logistical consideration to the agricultural one. The valuation of fifty-eight acres at £300 0s 0d gives a working benchmark for cultivated land on the island in this period, at a little over £5 per acre, inclusive of the house, pasture and established lemon trees. The price reflected the improved character of the ground, not merely its area. The instruction to Hoskison and Bazett to inspect the plantation and report on its condition functioned as a safeguard against misrepresentation. The council bound the seller to a fixed sum but reserved the right to verify what it was buying. Marsh's separate undertaking to leave the property in its current state, to plant yam suckers as he dug the crop, and to surrender the lemon harvest from the date of agreement, gave the Company effective possession of the productive value of the land even while Marsh continued to live on it. **Speculations** The detailed conditions attached to Marsh's continued occupation, particularly the requirement to plant suckers as he dug yams and to surrender the lemon crop from the date of agreement, suggest the council anticipated that a seller with no future stake in the land might otherwise strip its productive capacity before leaving. The terms were designed to prevent the property being run down during the interval between sale and departure.
223	223	William Hartwell Corporall petitions to go Off with his Wife and Familly, in the Ship Mead Frigott, he haveing Served his full time. Ordered That his Petetion be granted him. William Hartwell desires that he may prove his Title to a house that he Sold to Robert Wallington, Upon Examination We finde that he hath a good Title to it. Ordered That a Deed be drawn up and given to Robert Wallington, and that he pay Ten Shellings Yearly to the Hon.ble Company for ground Rent. The Petetion of Richard Cleave planter Setting forth that the Late Governour and Councell promist to Supply him with Leaven Blacks to help him to Fence in his Land, but Never had them, Therefore humbly Prays that he may have helps to Fence in his Land. Likewise prays your Worships and Councill that you will be pleased to give your Petetioner possession of the Land, that was Left him, in his Father Coles deceased Last Will and Testament, that your Petetion. may know what he has to trust too. And your Petetioner as in duty bound Shall Ever Pray &c.a Novem.r 23. 1711 Rich.d his Cleave marke Upon Consideration that the Petetioner Richard Cleave is Constantly at Worke for the Hon.ble Company being a Joiner, and We Can Spare him No help to Asist him to Fence in his Land, According to his Petetion at present. Ordered That he have a Twelve Months Longer time from the 25.th of March Next to Fence in his Land. And when his Land is Fenced in that was Left him by Henry Coles deceased he shall be Establisht in his property. Andrias Davick a Cooper being One of the Sick Men that was Left here Out of the Oxford Man of Warr, desires that he may Stay here for a Year or Two, and be employed in the Hon.ble Companys Ser vice, haveing No Cooper here, and is a very Necessary Man.	Corporal William Hartwell petitioned for leave to depart on the *Mead Frigate* with his wife and family, his term of service being complete. The council granted his petition. Hartwell also asked to establish his title to a house he had sold to Robert Wallington. On examination the council found his title to be good. It ordered that a deed be drawn up and delivered to Wallington, who was to pay 10s 0d yearly to the Company as ground rent. Richard Cleave, a planter, submitted a petition. He stated that the previous governor and council had promised him eleven Blacks to help fence in his land, but the men had never been provided. He asked the council to supply assistance for the work. Cleave further asked to be put in possession of the land left to him under the will of his late father Henry Coles, so that he might know what was his to depend on. He signed the petition, dated 23 November 1711, with his mark. Cleave worked constantly for the Company as a joiner, and the council had no men to spare for fencing at that time. It granted him a further twelve months from 25 March 1712 to complete the work. Once the land left to him by Coles was fenced, he was to be confirmed in his title. Andries Davick, a cooper, was one of the sick men set ashore from the *Oxford*, a man-of-war. He asked to remain on the island for a year or two in the Company's service. There was no other cooper on St Helena and he was a necessary man. The council ordered that he stay and receive £0 2s 0d a month, finding his own diet. Sergeant Thomas Southen petitioned to take in a barren rock belonging to the Company, adjoining his ground, for the convenience of fencing. The council granted his petition. **Interpretations** The arrangement over Hartwell's house and Wallington's payment shows how property transactions on St Helena combined private sale with continuing Company tenure. Hartwell could convey the house, but

BL Image No.	Document No.	OCR Transcription	Modern Interpretation
		Ordered That he Stay here and have Forty Shellings a Month, and finde himself in Diet. The Petetion of Thomas Southen Serjeant desires to take in a barren Rock belonging to the Hon.ble Company adjoyning to his for the Conveniency of Fenceing. Ordered. That his Petetion be granted him.	the land beneath it remained the Company's, with the new occupier liable for an annual ground rent of 10s 0d. The figure provides a working benchmark for residential ground rent on the island in this period. Cleave's petition reveals how slave labour was allocated as a public resource by the council. Fencing work on private holdings depended on the assignment of Company-held slaves to planters, and the failure of the previous administration to deliver the eleven men he had been promised left him unable to meet his obligations. The council's reply, pleading that Cleave's own labour was indispensable to the Company as a joiner, exposed a tension at the heart of the system. The administration could not simultaneously employ skilled white settlers on its own works and release slave gangs to enable those same settlers to develop their private estates. Cleave's inheritance claim shows how landed property passed in the settlement. Title under Henry Coles's will did not confer immediate possession. The council retained the power to confirm or withhold establishment in property, and tied confirmation to the practical requirement that the ground be enclosed. Fencing was treated as the visible proof of effective occupation, without which a paper title remained provisional. **Speculations** The council's decision to give Cleave a further twelve months from 25 March 1712, rather than supply the labour he had been promised, looks like a compromise designed to preserve his services as a joiner without conceding the labour he needed for his own land. Granting an extension cost the administration nothing, postponed the question of slave allocation to a later date, and kept Cleave at work on Company joinery in the meantime. The starting date of 25 March, the beginning of the legal year, gave the deadline an administrative neatness that disguised the absence of any practical assistance.
224	224	Ellinor Colgrave Wedow Came this day and brought her deceased Husband Gilbert Colgrave Last Will and Testament in order of haveing the Same proved which was done by the Oaths of William Coales and James Drapper. Ordered That the Said Will be Received and Approved off, and Coppyd Out in a book for that Purpose, and Coppys given when Demanded. Catherine Luther Wedow brought this day her deceased Husband John Luther Last Will and Testament, In Order of haveing the Same proved which was done by the Oath of Joseph Thomlinson. Ordered That the Said Will be Received and Approved off, and Coppy'd Out in a book for that Purpose, and Coppys given when Demanded. Peter Bourdeaux Reports that all the English Beefe being Expended, he has not provisions to Serve the Hon.ble Companys Blacks the Next Weeke. The English Beefe being gone, and Yams being very Scarce We have thought fitt to put the Lower Table to board Wages. Island St Helena At a Consultation held on Tuesday the 27.th day of November. 1711. At the United Castle in James Vally. Benjamin Boucher Esq.r Govern.r George Hoskison Dep.ty Govern.r Pres.t John Pack. 3. in Councill Daniel Griffith. 4.th in Councill Matthew Bazett. 5. in Councill The Petetion of William Pourteous Cherurgeon Setting forth that he Stands Indebted to M.r William Marsden the Sum of One huindred pound and haveing no present Creditt to Pay him, who is Now goeing off the Island.	Eleanor Colgrave, widow, brought in the last will and testament of her deceased husband Gilbert Colgrave to be proved. William Coles and James Draper swore to it on oath. The council ordered the will received and approved, copied into the register kept for that purpose, and copies issued on demand. Catherine Luther, widow, brought in the last will and testament of her deceased husband John Luther to be proved. Joseph Thomlinson swore to it. The council ordered the will received and approved, copied into the register, and copies issued on demand. Peter Bourdeaux reported that the English beef was wholly used up and he had no provisions to serve the Company's slaves the following week. With the English beef gone and yams in very short supply, the council judged it proper to put the lower table to board wages. At a consultation held on Tuesday 27 November 1711 at the United Castle in James Valley, Governor Benjamin Boucher presided, with Deputy Governor George Hoskison, John Pack as third in council, Daniel Griffith as fourth in council, and Matthew Bazett as fifth in council. William Porteous, surgeon, petitioned the council. He owed William Marsden £100 0s 0d, had no present means of payment, and Marsden was about to leave the island. Porteous asked the council to advance him £100 0s 0d on the Company's credit, offering sufficient security at eight per cent interest. **Interpretations** The proving of wills before the governor and council shows how the council functioned as the island's probate court. Witnesses to the original signing

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		Humbly prays that We would Let him have One huindred pound Creditt of the Hon.ble Compdany Offering to Give good Sufficcent Security at Eight P.cent Interest.	came forward to swear to the document, and the wills were then entered in a dedicated register from which certified copies could be drawn. The procedure gave the settlement a working system of testamentary record without recourse to any external ecclesiastical or civil court. Bourdeaux acted as the Company's victualler. His report that the English beef was exhausted and that he could not feed the Company's slaves through the coming week exposes the fragility of provisioning on St Helena. The island depended on salt beef shipped from England for a major part of its protein supply, and a gap between ship arrivals could leave the workforce without rations. Porteous's petition shows how private debt between Company servants could be settled through Company credit when one party was leaving the island. Marsden, on the point of sailing for England, needed to clear outstanding accounts before embarkation, and Porteous could not pay him in coin. The proposal was that the Company stand in for the cash, with Porteous bound to repay on security at eight per cent interest. The arrangement converted a private obligation into a Company loan and gave the rate at which the council was prepared to lend to its own servants in this period. **Speculations** The decision to put the lower table to board wages rather than reduce rations across the establishment suggests the council preferred to protect the appearance of the governor's and senior officers' table while pushing the cost of the shortage onto subordinates. A flat reduction would have signalled a general crisis, while a switch to board wages for the lower ranks could be presented as a routine administrative measure pending the next ship.
225	225	Ordered That his Request be granted, and that M.r Marrden have a Bill for the Same. The following Letter was Received from Cap.tn John Roberts Viz.t Gentlemen I desire the Letter I Carried to you my Self the 3.d of October Last which was Answer to yours of the 3. of the Same Month may be Sent home, Or the Copy by this Ship, and Since So Litle Notice has been taken of that Letter I think it Needless to Say More. I am with Respect to the Hon.ble Company Gentlemen From On board the Mead Your humble Servant Frigatt Novem.r y.e 26. 1711 J.n Roberts The Governour promises that the Aforesaid Letter Shall go home with his Answer. The following Letter was Received from Cap.tn John Bernard. To the Right Worshipfull the Governour and Councill of St Helena. Worship.ll S.rs When I took Command of the Mead Frigall after Cap.tn Need hams Death, there was but a very Small Quantity of powder on board and is not Sufficcient (if We Should have Occasion) to Defend Our Selves from the Least Attack, wherefore I humbly Pray your Worsh.ps to Asist Me with Two Barrels of Gun powder, it being So Absolubely Necessary, for the Defence of the Hon.ble Companys Cargo, and the Owners good Ship. I am Worsh.ble S.rs 9ber y.e 27. 1711 Your most Obed.t Servant J.n Bernard Ordered. That his Request be granted him. Thus farr hath been Coppy'd Out and Sent home by the Ships Mead Frigatt who Saylsd hence the 1.st day of December. 1711	The council ordered Porteous's request granted, and that Marsden receive a bill for the sum. A letter was received from Captain John Roberts, written aboard the *Mead Frigate* on 26 November 1711. Roberts asked that the letter he had delivered in person on 3 October last, in reply to the council's letter of the same date, be sent home, or a copy of it by the present ship. So little notice had been taken of the letter, he wrote, that he thought it needless to say more. The governor promised that the letter would be sent home together with his answer. A letter was received from Captain John Bernard, dated 27 November 1711. Bernard addressed the governor and council. When he had taken command of the *Mead Frigate* after the death of Captain Needham, only a very small quantity of powder remained on board, not enough to defend the ship from even a slight attack. He asked for two barrels of gunpowder, which he judged absolutely necessary for the defence of the Company's cargo and the owners' ship. The council ordered his request granted. Thus far had been copied out and sent home by the *Mead Frigate*, which sailed on 1 December 1711. **Interpretations** The exchange over Roberts's earlier letter shows how correspondence between the council and Company officers in transit was preserved. Letters delivered in person on the island formed part of the official record, and a writer who felt his communication had been disregarded could insist that the original or a certified copy go forward to the Court of Directors in London. The council could not suppress the document by simply taking no further action on it. Roberts's terse remark, that he thought it needless to say more given the little notice taken of his letter, points to a dispute between him and the council that he was content to leave the directors to judge from the papers themselves.

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			Bernard's succession to command of the *Mead Frigate* on the death of Captain Needham illustrates the standard practice on Company ships. The chief mate or other senior officer stepped up on the death of the master and continued the voyage, with the change of command later confirmed by the directors. The reference also clarifies the earlier mention of Captain Barnet in the consultations of 19 and 23 November, which appears to record the same officer under a variant spelling of the name. Bernard's request for two barrels of gunpowder shows the island functioning as a re-provisioning station for Company shipping in matters of defence as well as supply. A homeward-bound ship calling at St Helena could replenish stores depleted by an outward voyage or by changes of command, drawing on the fort's magazines. The council's willingness to release the powder reflected the shared interest of the Company and the ship's owners in protecting the cargo on the run home. **Speculations** Roberts's insistence that his letter of 3 October be sent home, in preference to writing afresh, looks like a deliberate tactic. A letter prepared on the island and delivered to the council in person carried the weight of a contemporary document, written before the dispute hardened. By demanding that the original go forward rather than a new statement composed aboard the ship, Roberts placed his case before the directors in the form least open to the council's revision or commentary, and committed the governor to forwarding it alongside his own reply.
226	226	Island St Helena At a Consultation held on Thursday the 20.th day of December 1711. At the United Castle in James Vally. Benjamin Boucher Esq.r Govern.r George Hoskison Deputy Govern.r Pres.t John Pack. 3. in Councill Daniel Griffith. 4.th in Councill Matthew Bazett. 5.th in Councill The Petetion of Richard Gurling planter hearing that the House and Land formerly Mary Easthope Wedow is to be let humbly Prays that he may become Tennant to the Same. The Petetioner is Answered that the Land is not to be Lett, but to be kept for the Hon.ble Companys Use, but he may Leve in the House keeping the Same in Repair; And that he have Liberty to take down the End of the house that is Ready to tumble down and Rebuild the Same at his Own Charge. The Petetion of Francis Goodwin Wedow humbly Prays that She may hire Some of the Hon.ble Companys Waste Land formerly Sextons adjoyning to her Own and for the Convenieency of Fencing. Ordered That her Petetion be granted her, and that a Warrant be Issued Out to M.r Bazell to Measure the Same when the Land is Fenced in and that She have a Lease their given her for Twenty One Years. Cap.tn Hoskison Reports that upon the Death of Thomas Swallow Sen.r Planter, By Order of the Governour he Seized upon all his Effects he being in Debt on the Hon.ble Companys Store books. Ordered. That all his goods be Sold at a publick Outcry On Saturday Next being the 22. Instant. Cap.tn Hoskison Reports that the Hon.ble Companys Goates Feeding in Swanley Vally is a great distance from the Plantatieon house and the food Extraordenarily bare their. Ordered That they be Removed into James Vally. Considering that people have given Extravagant prices for Blacks at Forty Five pound a head which may be of	At a consultation held on Thursday 20 December 1711 at the United Castle in James Valley, Governor Benjamin Boucher presided, with Deputy Governor George Hoskison, John Pack as third in council, Daniel Griffith as fourth in council, and Matthew Bazett as fifth in council. Richard Gurling, a planter, petitioned the council. He had heard that the house and land formerly held by Mary Easthope, widow, were to be let, and asked to take them as tenant. The council answered that the land was not to be let but reserved for the Company's use. Gurling was permitted to live in the house on condition of keeping it in repair. He was given leave to pull down the end of the house that was ready to collapse and to rebuild it at his own charge. Frances Goodwin, widow, petitioned to hire some of the Company's waste ground, formerly held by Sexton, which adjoined her own and would suit her for fencing. The council granted her petition. Bazett was to receive a warrant to measure the ground once it had been fenced, and Goodwin was to be given a lease for twenty-one years. Hoskison reported that on the death of Thomas Swallow senior, planter, he had seized all his effects by the governor's order, Swallow being in debt on the Company's store books. The council ordered that the goods be sold at public outcry on Saturday 22 December 1710. Hoskison reported that the Company's goats feeding in Swanley Valley were at a great distance from the plantation house and the pasture there was very poor. The council ordered them removed to James Valley. The council considered that planters had been paying extravagant prices for slaves, as much as £45 0s 0d a head, which could prove harmful in time. The Company itself stood in great want of slaves, having only sixty-nine of all ages at the plantation house, of whom thirty were **Interpretations**

BL Image No.	Document No.	OCR Transcription	Modern Interpretation
		Ill Consequence in time and the Hon.ble Company being in great want of blacks they having but Sixty Nine Old and Young at the Plantatieon house, and Thirty of them being	The council's refusal to let Mary Easthope's former ground to Gurling shows how the administration distinguished between reletting houses and reletting cultivated land. The dwelling could be occupied by a tenant on condition of upkeep, but the ground itself was being held back for the Company's own use. The arrangement gave the council an unpaid caretaker, since Gurling would maintain and partly rebuild the house at his own charge in return for the right to live there, while the agricultural value of the land remained with the Company. Hoskison's seizure of Thomas Swallow's effects on the governor's order shows how the council recovered debts owed to the Company on the death of a planter. A man indebted on the store books could not pass his goods to heirs until the Company's claim had been satisfied. The sale at public outcry, the standard auction procedure of the period, was scheduled for two days after the consultation, indicating that the administration moved promptly to convert seized goods into cash before the value of the estate could be dissipated. The reference to slaves selling at £45 0s 0d a head gives a benchmark for the market price among private planters at this date, which the council judged extravagant. The record that the Company itself held only sixty-nine slaves of all ages at the plantation house, of whom thirty were not fully able-bodied, exposes how thin the institutional labour force had become. The administration depended on a small pool of Company-held slaves to do public work, supplement private fencing levies and run the plantation house, and any sustained shortage placed every other commitment under strain. **Speculations** The council's concern about the £45 0s 0d price points to a fear that a rising private market would price the Company out of replenishing its own labour force. If planters could outbid the administration for newly imported slaves, the Company's institutional stock would continue to shrink while private holdings grew. The note that high prices might be of ill consequence in time suggests the council was thinking ahead to the broader balance between Company and planter labour on the island, not merely the immediate cost of a purchase.
227	227	Usefull, and that it will be for the Hon.ble Companys Interest, and the good of the whole Island, That all Blacks that are to be bought Out of Shipping Shall be Sold at the Publick Markett place, and for Every Man black that is bought Out of Shipping No person is to give above Twenty pound from the Age of Eighteen Years and Upwards and for a Woman Fifteen pound. In Consideration of planters Blacks being better Experrienced and More Usefull then Strange Blacks, they may give Twenty Four pound to Each Other for a Man Negroe and Eighteen pound for a Black Wench. Ordered. That a Proclamation be Issued Out to that Effect as followeth. Island St Helena By the Governour and Councell A Proclamation. Whereas the Improvement of this Island is of great Importance, And the Flourishing State thereof, as well as the well being and prosperity of the Inhabitants Depends in a great Measure upon the help and Strength of a Compe tent Number of Blacks. And Forasmuch as it is a Generall Complaint, and Represented as a great Imposistion upon the Inhabitants; That Shipping and Others for Severall Years Last past, Have Enhanced the prices of Negro Slaves to Such Unreasonable and Excessive Rates that they Commonly demand and Frequent ly Sell them for Thirty, and Thirty Six pound per head, So that few Can	At a consultation held on Thursday 20 December 1710 at the United Castle in James Valley, the council continued its deliberations on the slave market. Slaves between the ages of eighteen and a working maturity were judged useful, and the council determined that it would serve the Company's interest and the good of the whole island that all slaves bought out of shipping be sold at the public market place. For each man bought out of shipping aged eighteen years or above, no person was to give more than £20 0s 0d, and for a woman not more than £15 0s 0d. Because planters' slaves were better experienced and more useful than newly arrived slaves, planters might pay one another up to £24 0s 0d for a man and £18 0s 0d for a woman. The council ordered that a proclamation be issued to that effect, as follows. A proclamation by the governor and council of the island of St Helena. The improvement of the island was of great importance, and its prosperity, together with the wellbeing of its inhabitants, depended in large part on the labour of a sufficient number of slaves. A general complaint had arisen that shipping and others had for several years past raised the prices of slaves to unreasonable and excessive rates. Men commonly demanded and frequently sold them for £30 0s 0d, and sometimes for £36 0s 0d, a head. Few could

BL Image No.	Document No.	OCR Transcription	Modern Interpretation
		Attain to Such Vast purchases; And those that are able Ingrosse all to themselves, and Sell them Again upon the Island for more Exorbitant Rates, as from Forty to Forty Five pound a Slave; And under that pretence the Shipps Beat Acc.dingly, To the great Discouragement of Industry, and Tends to the Utter Undoeing of the poorer Sort, being the Major part of the Island, for want of helps, to Fence in, Cultevate and Manure theer plantatieons for without hands proportionable to theer Lands; They Can Neither Raise provisions for themselves of Shipping, Whereas the Cheef End of Setling of Lands was to Improve and Benefitt the Island and to Cause plenty. Wherefore We the Governour and Councell, Out of a due Sence of the Publick Good, Taking the Same into Consideration, Thought it but Reasonable and Just to finde out an Expedient to Remedy So great an Inconve nience. For Redress whereof and the Necessity of the times Requireing it. It is therefore Resolved Ordered and Declared And We do hereby Strictly Enjoin that No Inhabitant whatsoever Shall hereafter presume to give for Slaves above the Rates following: That is to	afford such purchases, and those who could engrossed the supply and resold the slaves on the island at still higher rates, from £40 0s 0d to £45 0s 0d. Under this pretence the ships set their prices accordingly. The effect was to discourage industry and tended to the ruin of the poorer sort, who formed the greater part of the island's population. Without hands to fence, cultivate and manure their plantations, and without labour proportionate to the land they held, they could neither raise provisions for themselves nor supply the ships. The chief purpose of granting land had been to improve and benefit the island and to create plenty. The governor and council, out of regard for the public good, judged it reasonable and just to find a remedy for so great an inconvenience. It was therefore resolved, ordered and declared, and strictly enjoined, that no inhabitant should thereafter pay for slaves above the rates following, that is to **Interpretations** The proclamation reveals the council acting as a price-fixing authority over the local slave market. The administration set legal maxima for both first sales out of visiting ships and resales between planters, distinguishing the two markets by separate ceilings. Slaves bought directly off shipping were capped at £20 0s 0d for men and £15 0s 0d for women, while inter-planter transactions allowed £24 0s 0d for men and £18 0s 0d for women. The four-pound and three-pound differentials gave settled planters a margin to recover their investment in seasoning, training and acclimatising a slave to local conditions. The requirement that all slaves bought out of shipping be sold at the public market place targeted private deals struck on board the ships before they made port. By forcing transactions into a single open venue, the council aimed to prevent wealthier inhabitants from intercepting the supply and reselling at the exorbitant rates the proclamation complained of. The market place served as both a pricing mechanism and a means of ensuring that poorer planters had a fair chance to bid. The proclamation's reasoning ties the slave price directly to the wider economy of the settlement. The council framed slaves as the indispensable factor of production on the island. Without proportionate labour, the smaller planters could neither raise provisions for their own subsistence nor supply the East Indiamen calling for refreshment, which was the strategic purpose of the colony. Engrossing the supply was therefore presented not as a private grievance but as a threat to the island's role as a victualling station. **Speculations** The framing of the poorer sort as the major part of the island, ruined by their inability to compete for labour, gave the proclamation a political character beyond its economic terms. The council positioned itself as defender of the smaller planter against a small group of wealthy inhabitants who could afford to engross the supply. The argument served to justify intervention in private trade by appeal to the welfare of the majority, and may also have been calculated to consolidate the council's standing with the bulk of the settler population at a moment when it was preparing to assert closer control over the labour market.
228	228	Say for any Man Slave or Slaves Out of any Shipps from the Age of Eighteen Years and upwards above the Rate price or Sum of Twenty pound, Or for any Woman of the Said Age above Fifteen pound; And that they Shall be Obliged to bring them to the publick Markett place. And Considering that Island Blacks who have been Inured to Labour and brought up to Business are more Decill and Experienced, and therefore more Vallueable	The proclamation set out that no inhabitant was to give more than £20 0s 0d for any man slave aged eighteen years or above bought out of shipping, nor more than £15 0s 0d for any woman of the same age. All such slaves were to be brought to the public market place. Island slaves, accustomed to labour and trained to business, were more tractable and experienced than ship

BL Image No.	Document No.	OCR Transcription	Modern Interpretation
		then Ship Blacks which are Strangers, It is but Reasonable that greater Rates Should be permitted upon that Account. We do therefore permitt and allow that any planter, Or Other Inhabitant of the Island may give to Each Other at their publick Sales, Or Outcryes the price or Sums of Twenty Four pounds for Every Man Slave from the Age of Eighteen and Upwards and No More, and for Every Woman Slave of the Age Aforesaid Eighteen pound and No More. And We do further declare that all persons Offending herein Directly or Indirectly and Shall by any Private Meanes or ways give Or advance any thing More, or above the Rates or Sums aforesaid for any Slave as before Specifyed or under Colour thereof, whereby the true Intent of this Order may be Deluded or Defrauded; He or they So Offending Shall forfeit the Black or Blacks So bought and Sold to the Hon.ble Lords Proprietors. And as the Fraud and Dishonesty of Some Men (who prefer their Own Interest to the publick good) May finde out Meanes to Elude the true design and Intent hereof. We do further declare that whosoever Shall Discover and Inform of Such Fraud and Devices, In Contempt of this Order Every Such well Deserving person or persons Shall for Encouragement have as a Reward One whole Years Labour Gratis of Such Black or Blacks So found to be bought and Sold Contrary to the true Design and Meaning hereof. And that None may plead Ignorance We have Caused these presents to be proclaimed by beat of Drum and to be Affecxed in the most publick and Usuall places of the Island. Dated at the United Castle in James Vally this 20.th day of December. 1711. Signd by Order of Governour and Councill Thomas Goodwin Cl[.] Coun.l Cap.tn Hoskison desires that he may have possession of his Land &c.a according to the Hon.ble Companys Orders in their 82. Parragraph in their Letter by the Toddington and Thistleworth and the Rents Returned him.	slaves, who were strangers, and could reasonably command higher rates. The council therefore permitted any planter or other inhabitant of the island to give at public sales or outcries up to £24 0s 0d for a man slave aged eighteen years or above, and no more, and up to £18 0s 0d for a woman slave of the same age, and no more. Any person offending directly or indirectly, by any private means giving or advancing anything above these rates for any slave, or doing so under colour of evasion, was to forfeit the slave or slaves so bought and sold to the Honourable Lords Proprietors. To deter the fraud of those who placed private interest above the public good, the council declared that any person discovering and informing of such evasion would receive as a reward one whole year's labour gratis of any slave found to have been bought or sold contrary to the order. To prevent any plea of ignorance, the proclamation was to be published by beat of drum and posted in the most public and customary places of the island. It was dated at the United Castle in James Valley on 20 December 1710 and signed by order of the governor and council by Thomas Goodwin, clerk of the council. Hoskison asked to have possession of his land in accordance with the Company's orders in the eighty-second paragraph of their letter sent by the *Toddington* and *Thistleworth*, with the rents returned to him. **Interpretations** The forfeiture clause turned every illegal transaction into a transfer of the slave to the Honourable Lords Proprietors, the formal title of the East India Company over the island. The penalty fell not on the parties in cash but on the very property in dispute, which meant that a buyer who paid above the cap risked losing both his money and the slave. Structuring the penalty this way avoided the difficulty of recovering fines from settlers with little ready coin, and ensured that successful enforcement directly enlarged the Company's own labour stock. The informer's reward of one year's labour gratis from the slave concerned created an enforcement mechanism that did not require Company officers to detect evasion themselves. Any inhabitant with knowledge of an illegal sale could come forward and receive the value of the slave's work for twelve months, while the underlying ownership passed to the Company. The arrangement turned neighbour against neighbour and gave every party to a private deal reason to fear that the other side would denounce them for personal gain. The reward was paid in labour rather than cash, which again spared the Company any outlay. The request that the rents be returned to Hoskison indicates that the Company had been collecting income from the land in the interval between the directors' order and its execution on the island. Restoring possession involved not only the physical transfer of the ground but the surrender of any rents already received, so that Hoskison was placed in the position he would have occupied had the order taken effect on arrival. **Speculations** The choice to make the forfeited slave the property of the Lords Proprietors, rather than to impose a monetary fine recoverable from the offender, looks like a calculated response to local conditions of liquidity. Cash penalties on a settlement short of coin were difficult to collect and easy to delay, while a slave seized from an illegal sale could be removed at once and added to the plantation house workforce. The same paragraph of the proclamation that addressed the labour shortage among private planters thus quietly provided a means by which the Company could rebuild its own thinly stocked institutional workforce of sixty-nine slaves through the failures of others.

BL Image No.	Document No.	OCR Transcription	Modern Interpretation
229	229	Ordered. That Possession be delevered him and his Request granted and that he have Two Years time for the Fencing in of his Land from the day of the date hereof. M.r Daniel Griffith Requests that he may hire a parcell of the Hon.ble Companys Waste Land Lyeing between his Gum wood Land and Beales Orphans. Ordered That his Request be granted him and that a Warrant be Issued Out to M.r Bazell to Measure the Same when the Land is Fenced in and that he have a Lease thereof for One and Twenty Years. Cap.tn Hoskison Reported this day that he had Agreed with Leonard Hunt planter for his House Land and Plantation Containing Thirty Acres with all the provisions thereon and Fourteen head of Cattle for the Sum of Two Hundred and Fifty pound for the Use of the Hon.ble Company the Same being Near and Adjoyning to the Land and plantation of William Marsh Lately bought and Lies very Convenient; These Two plantations Joyning with the Hutts, and bordereing upon the great wood will make a good and Intire Plantation that Side the Country besides good Pasture. Wherefore it was Agreed too and Ordered that the Bargain Stand and that Writings be drawn up Accordingly. Whereupon the Said Hunt desired Leave to go Off with his Wife and Family in the First homeward bound Ship which is granted him.	The council ordered that possession of the land be delivered to Hoskison and his request granted. He was given two years from the date of the consultation to fence it in. Daniel Griffith asked to hire a parcel of the Company's waste ground lying between his gumwood land and the holding of Beale's orphans. The council ordered his request granted. Bazett was to receive a warrant to measure the parcel once it had been fenced, and Griffith was to have a lease of it for twenty-one years. Hoskison reported that he had agreed with Leonard Hunt, planter, for his house, land and plantation, comprising thirty acres with all the provisions on it and fourteen head of cattle, at £250 0s 0d for the Company's use. The property lay close to the land and plantation of William Marsh, recently bought, and was conveniently placed. Joined with Marsh's ground and with the Hutts, and bordering on the great wood, the two plantations would form a single substantial estate on that side of the country, with good pasture besides. The council approved the bargain and ordered that writings be drawn up. Hunt requested leave to depart with his wife and family on the first homeward-bound ship, which was granted. **Interpretations** The fencing condition attached to Hoskison's possession illustrates the standard requirement that ran through every land grant on the island. A holder could not simply take title and let the ground lie open. The administration tied confirmation to the visible improvement of enclosure, and gave a fixed term within which the work had to be done. Two years from the date of the consultation set a clear deadline against which performance could be measured. The purchase of Leonard Hunt's thirty acres at £250 0s 0d, inclusive of the standing crops and fourteen head of cattle, gives another working benchmark for cultivated land in this period. The price worked out at a little over £8 per acre, set against the £300 0s 0d paid for William Marsh's fifty-eight acres recorded in the consultation of 23 November 1711, which had come to about £5 per acre. The difference reflected the inclusion of the provisions on the ground and the livestock in the present transaction, where Marsh's sale had not been said to include cattle. The council's reasoning, that the Hunt and Marsh plantations together with the Hutts and bordering on the great wood would form a single good estate, confirms the deliberate policy of consolidating contiguous holdings around the Hutts that was already evident in the November purchase from Marsh. The administration was building a single substantial Company estate on that side of the country, of which the present transaction filled in another piece. The reference to the great wood as a natural boundary also shows how the island's remaining stands of timber framed the limits of cultivable ground. **Speculations** The inclusion of fourteen head of cattle in the Hunt purchase, and of standing provisions in both transactions, indicates that the Company was taking over functioning farms rather than bare land. The administration thereby acquired immediate productive capacity, not merely a future site for development, and could put the new estate to work without waiting for the next planting season or having to stock it from elsewhere.
230	230	Island St Helena At a Consultation held on Wednsday the 9.th day of January 17 11/12. At the United Castle in James Vally.	At a consultation held on Wednesday 9 January 1712 at the United Castle in James Valley, Governor Benjamin Boucher presided. Hoskison was absent

BL Image No.	Document No.	OCR Transcription	Modern Interpretation
		Benjamin Boucher Esq.r Governour Cap.tn Hoskison absent by Sickness Pres.t John Pack. 3. in Councill Daniel Griffith. 4. in Councill Matthew Bazett. 5. in Councill The Petetion of John Welch Montross In the Hon.ble Companys Service Setting forth that he is in possession of Some of the Hon.ble Companys Land and not being able to Fence it in for want of help desires Leave to Quitt it, and their being One Gilse Smith a Joiner and working in their Service is welling to take it granteing him further time to Fence in the Same. Ordered. That Giles Smith have the Land and that he Fence in the Same Asoon as possible and when it is Fenced in that a Warrant be Issued Out to M.r Bazell to Measure the Said Land and that he have a Lease their given him for the Term of One and Twenty Years. The Petetion of William Coales planter Setting forth that he is but Lately possessed of Some Land by his Father Coales Deceased Last Will and Testament, and haveing No blacks to Asist him to Fence in the Same haveing Severall Small Cheldren and his Wife very Sick upon his hands Can not possibly Fence it in within the Limmitted time, therefore humbly Prays further time to Fence in the Same. That being Sensible of his poor and Miserable Conditeon. Ordered That he have a Twelve Months Longer time to Fence in his Land from the day of the date hereof, and that he be Cautioned to Fence in the Same within that time. Dorothy Hayese Wedow brought this day a Deed of Gift from Priscilla Gramden Wedow Deceased which was proved by William Coales, and John Welch, who Dyed Intestted, wherein She gave a Black Wench Called Marca to the Said Hayese and all her household goods and Appur tenances which She Stood possessed of at her Decease.	through sickness. Also present were John Pack as third in council, Daniel Griffith as fourth in council, and Matthew Bazett as fifth in council. John Welch, matross in the Company's service, petitioned the council. He held some of the Company's land but could not fence it in for want of help, and asked leave to quit it. Giles Smith, a joiner in the Company's service, was willing to take the ground if given further time to enclose it. The council ordered that Smith have the land and fence it in as soon as possible. Once fenced, Bazett was to receive a warrant to measure it, and Smith was to be granted a lease for twenty-one years. William Coles, planter, petitioned the council. He had only lately come into possession of some land under the will of his late father Coles. With no slaves to help him fence it in, several small children, and a sick wife on his hands, he could not enclose the ground within the time allowed, and asked for an extension. The council, sensible of his poor and miserable condition, granted him a further twelve months from the date of the consultation to fence in his land, and cautioned him to complete the work within that period. Dorothy Hayes, widow, brought before the council a deed of gift from Priscilla Gramden, widow, deceased, by which Gramden had given Hayes a slave woman called Marca, together with all the household goods and appurtenances she possessed at her death. The deed was proved by William Coles and John Welch. Gramden had died intestate. **Interpretations** A matross was a soldier serving in the artillery, ranking below a gunner and assisting in the loading, firing and maintenance of the guns. Welch held his position in the Company's garrison and combined garrison duty with the cultivation of a private holding, a common pattern by which Company servants supplemented their pay with land. William Coles's extension repeats the pattern set with Cleave's petition. A planter who lacked slave labour to perform the fencing required for confirmation in his inherited title was given more time rather than the assistance he asked for. The council's note that it was sensible of his poor and miserable condition acknowledged the underlying problem of unequal access to labour without offering any remedy beyond a further deadline. The repeated use of fencing extensions in place of labour grants exposes how the administration met the shortage of Company slaves by passing the cost of delay back onto the planters concerned. The deed of gift from Priscilla Gramden to Dorothy Hayes shows how property passed between widows on the island outside the testamentary system. Gramden had died intestate, with no will to dispose of her estate, but she had executed a separate deed of gift in her lifetime conveying a slave woman called Marca and her household goods to Hayes. Proving the deed before the council gave it legal effect and protected Hayes's claim against any intestate distribution to next of kin. The procedure also reveals that slaves were treated as transmissible personal property capable of being conveyed by deed of gift like household furniture. **Speculations** The contrast between the council's response to Coles, who was granted only an extension, and its earlier purchase of established plantations from departing planters such as Marsh and Hunt, points to a settled administrative preference. The Company was prepared to spend hundreds of pounds to acquire functioning estates from settlers leaving the island, but would not allocate even a single slave to keep a poor planter with several small children and a sick wife on his ground. The labour the administration retained was directed to building up the consolidated estate around the Hutts,

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			not to sustaining the weaker households whose holdings risked falling out of cultivation.
231	231	We finding No Other Desposall of her Effects and that it was given to the Said Hayese In Consid[..]ateon of her Care of her in her Sickness and Old Age and Leaving No Cheldren or Charge behind her. Ordered. That the Deed of Gift Stand good and that all things be Delevered to Dorothy Hayese Wedow, According to the Deed of Gift, and that all Due Debts be paid to the Said Wedow Hayese According to the true Intent of the Deed of Gift, She the Said Hayese Discharging all due Debts that Shall be Demanded. Whereas the Half way Tree Common of about Three Mi[.]les Circumference Lyes very Convenient for the Hon.ble Companys Use being Near and Adjoyning to the Plantation House, and theer Land and Plantations thereabouts and Reaches to the Fort Valley and is Naturally well Fenced all that way and by M.r Frances, and the Hon.ble Companys New planta[..]ons all the Other way Except a Small Matter of about Forty Rod or thereabouts, and No planta[..]ons or Houses between the Companys great Plantat[..]n and the Fort Valley, and will be very Convenient for Raiseing of a good Stock of Hoggs, Goates, and Young Cattle, &c.a Ordered That Captain Hoskison Compleat the Fenceing in the half way Tree Common that the Hon.ble Company may have the Bennefitt of the Season for Feed for theer Hoggs &c.a And that an Order be Issued Out to give Notice that all people withdraw[..] theer Cattle and Hoggs from thence, The Government Designeing to Reserve the Same for the Hon.ble Companys Use. M.r Matthew Baze[..] desires to hire Some of the Hon.ble Companys Waste Land Lyeing at the head of Deep Valley formerly hired to Thomas Coales. Ordered That his Request be granted him and when the Land is Fenced in that he have a Lease given him for the Term of One and Twenty Years. Whereas the Term of a Lease which Robert Marsh had of the Hon.ble Company for One Acre of Land formerly in the possession of Sa[..] Gra[..]n for the Term of Three Years being Expe[..]rd the 7.th of December Last, that Inqu[.]iry be made Against Next Councell day whether he ha[.] fulfilled his Contract and that he Appear then, and that Notice be Sent him in the Mean time to forb[..] him Digging any more Yams &c.a The Hon.ble Company Desig[..]ing to take it to themselves. M.r Daniel Griffith Desires to hire about an Acre of the Hon.ble Companys Waste Land above the Sur[...] beds and Lyeing Near and about the Run of Water and passage up to the Peak Hill. Ordered That his Request be granted him at the Usuall Rate and when the Same is Fenced in he have a Lease for Twenty One Years thereof. Cap.tn Hoskison haveing Reported that the Hon.ble Company being forced to buy Yams the Old and Us[..]ess Blacks and Cheldren are a great Charge to them.	The council found no other disposal of Gramden's effects. The slave woman and household goods had been given to Dorothy Hayes in consideration of her care of Gramden in her sickness and old age, and Gramden had left no children or other charge. The council ordered that the deed of gift stand good and that everything be delivered to Hayes in accordance with it. All due debts owed to Gramden were to be paid to Hayes under the terms of the deed, on condition that Hayes discharge any debts demanded against the estate. The Half Way Tree Common, of about three miles in circumference, lay conveniently for the Company's use. It bordered the plantation house, the Company's land and plantations thereabouts, and reached as far as Fort Valley. The ground was naturally well fenced on that side, and bounded by Frances's land and the Company's new plantations on the other side, except for a stretch of about 40 rods or so. No plantations or houses lay between the Company's great plantation and Fort Valley. The common would serve well for raising a good stock of hogs, goats and young cattle. The council ordered that Hoskison complete the fencing of the Half Way Tree Common so that the Company might have the benefit of the season for feeding its hogs. An order was to be issued giving notice that all inhabitants must remove their cattle and hogs from the common, the government intending to reserve it for the Company's use. Matthew Bazett asked to hire some of the Company's waste ground at the head of Deep Valley, formerly held by Thomas Coles. The council ordered his request granted. Once the ground was fenced, Bazett was to be given a lease for twenty-one years. Robert Marsh's three-year lease of one acre of land formerly held by Sa[...] Gra[...] had expired on 7 December last. The council ordered that inquiry be made before the next council day whether he had fulfilled his contract, and that he appear then. Notice was to be sent to Marsh in the meantime forbidding him from digging any more yams, the Company intending to resume the ground. Daniel Griffith asked to hire about an acre of the Company's waste ground above the [...] beds, near the run of water and the passage up to the Peak Hill. The council ordered his request granted at the usual rate. Once the ground was fenced, he was to have a lease of it for twenty-one years. Hoskison reported that the Company was being forced to buy yams, and that the old and useless slaves and children were a great charge upon it. **Interpretations** The probate procedure applied to Gramden's estate combined the deed of gift with a duty on Hayes to settle outstanding obligations. The administration recognised the inter vivos transfer as valid, but conditioned delivery on Hayes accepting the role of paying any debts demanded against the deceased. The arrangement gave Hayes the benefit of the property while placing on her the burden of regularising Gramden's affairs, and spared the council the work of administering an intestate estate where no formal executor had been named. The Half Way Tree Common is identified as a substantial open ground of about three miles in circumference that had served as shared pasture for the inhabitants' livestock. The council's decision to enclose it for the Company's exclusive use marks a significant change in the rural economy of the settlement. Common grazing of hogs, goats and young cattle, available to all neighbouring planters, was being converted into a private institutional pasture from

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			which private animals were ordered withdrawn. The mechanism was the standard one of enclosure by fencing, with the existing natural boundaries on most sides closed off by completing a short stretch of about 40 rods, equivalent to roughly 220 yards. Hoskison's report on the Company's labour stock returns to the theme of the December 1710 consultation. The administration was simultaneously buying yams in the open market and supporting a workforce of which a substantial proportion, the old and useless slaves and the children, produced little or no current labour. Both facts together pointed to a structural problem in the management of the plantation house, where the institutional workforce no longer matched the productive needs of the establishment. **Speculations** The decision to enclose the Half Way Tree Common, ordered at the same sitting that issued three fresh leases of waste ground to private inhabitants, points to a deliberate redistribution of grazing rights on the island. The poorer planters who had relied on the common for their hogs and goats lost free pasture, while the council simultaneously extended formal tenure on enclosed parcels to inhabitants able to fence their own ground. The change favoured those with the means to enclose and disadvantaged those whose livestock had depended on shared grazing.
232	232	Wherefore Ordered. That all the Young Blacks from Three Years of Age be put out to any of the Inhabitants that will take them Maintaineing them for theer Service till they Come to the Age of Ten Years and that Notice be given Accordingly. Island St Helena These are to give Notice to all the Inhabitants that the Governour and Councell design to Sett Out the black Cheldren belonging to the Hon.ble Company from Three Years of Age to any that will take them for the Term of Seven Years Or till they Attain to the Age of Ten Years, Maintaineing them Onely for theer Servvice but with this[..]aution not to Use them Barbarously or Ill. Wherefore any person that has a minde to take any of the Aforesaid Cheldren may Repair to the Plantateon house and Confer[..] with Cap.tn Hoskison about the Same. Dated at the United Castle in James Vally this 9.th day of January 17 11/12 Signed by Order of Governour and Councill Thomas G[..]eeman C[.] Coun.l The Governour Says that in his Letter to the Hon.ble Court of Directors by the Mead Frigatt, He Acquainted them with an Intentieon he then had of Making a path way from Peak Gull to Sandy bay for Conveniency of br[..]eing Cutt Stone by Water to the Fort, which would Save Our Hon.ble Masters great Sums of Money; Since that he has happely found on Sandy bay it Self a great Quantity of that Same Stone and Some much better, So that the Expensive work of Salt[..] making is Saved, and the Stone Cutters are Removed to the Last place to work. He desires that it may be Remembred to acquaint[.] the Next Ship to the Hon.ble Court of Directors to Send out a Vessell framd of at Least Twenty Tunn, which on a Twelve Month will Cleare much more then prime Cost in Carriage of Lime and Stone. The Governour Says Likewise that Since his Said Letter to the Hon.ble Court He has finis[.]d a [Y..n] built at Sandy bay Close to the beach which will burn Neare a Thou samed Bushells of Lime at Once, the [...]es Carrying often baggs to the Boat, So that hereafter he hopes the blacks will be employed Either in Carrying	The council ordered that all the young slaves from three years of age be put out to any inhabitants willing to take them, maintaining the children in return for their service until they reached the age of ten. Notice was to be given accordingly. The notice declared that the governor and council intended to set out the slave children belonging to the Company, from three years of age, to any person who would take them for a term of seven years or until they reached the age of ten. The taker was to maintain the child solely in return for the service, but with the caution not to use the children barbarously or ill. Any person wishing to take one of the children was to apply to the plantation house and confer with Hoskison. The notice was dated at the United Castle in James Valley on 9 January 1712 and signed by order of the governor and council by Thomas Goodwin, clerk of the council. The governor reported that in his letter to the Court of Directors sent by the *Mead Frigate* he had told them of his plan to make a pathway from Peak Gut to Sandy Bay for the convenience of bringing cut stone to the fort by water, which would save the Company great sums. Since writing, he had found on Sandy Bay itself a great quantity of the same stone, and some much better, so that the expensive work of salt-making was now saved and the stone cutters had been moved to that location. The governor asked that the council remember to write to the directors by the next ship requesting that they send out a vessel framed of at least twenty tons. The boat would clear far more than its prime cost in a year through the carriage of lime and stone. He further reported that since his last letter he had finished a kiln built at Sandy Bay, close to the beach, which would burn nearly 1,000 bushels of lime at one firing. The bays were carrying their bags to the boat, and he hoped that hereafter the slaves would be employed in carrying wood, lime or cut stone, which was the easiest work available on the island. Within the past fourteen days he had brought 884 bushels of burnt lime in the long boat, notwithstanding blustering weather. **Interpretations**

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		Wood, Lime, Or Cutt Stone, which is the Easyest work they Can have on this Country. He farther Says that within this Fourteen days he has brought with this Long Boat Eight haundred Eighty Four Bushells of burnt Lime, notwithstanding the Weather has been blusterring.	The arrangement for putting out young slaves to private inhabitants from the age of three until ten formed a binding-out system applied to slave children rather than to the orphaned or pauper white children for whom the practice was familiar in early modern English law. The taker received the child's service over a seven-year period in exchange for maintenance alone, with no purchase price and no wages. The administration thereby transferred the cost of feeding, clothing and supervising the children to private households, while preserving the Company's eventual ownership when the children reached working age. The structure of the order makes the economic logic explicit. Children below ten were treated by the administration as a net charge on the plantation house, consuming yams and other provisions without producing useful labour in return. Placing them with inhabitants who would feed them in exchange for whatever light service they could perform converted that burden into a benefit at no cost to the Company. The arrangement also broke up family groupings within the slave population at the plantation house, since each child taken into a private household was removed from the company of its parents and siblings for seven years. The kiln finished at Sandy Bay close to the beach, capable of burning nearly 1,000 bushels of lime at one firing, was a substantial industrial installation by the standards of the settlement. Its position next to the loading beach allowed lime to be carried straight from the kiln to the boat without overland transport. The figure of 884 bushels of burnt lime brought in by the long boat within fourteen days, despite blustering weather, gives a working measure of the output of the establishment when conditions allowed shipping to proceed. **Speculations** The decision to put out slave children from the age of three, rather than from a later age at which they could perform more substantial work, looks like a calculation designed to maximise the council's relief from the cost of maintenance. A child of three required full feeding and clothing while contributing almost nothing in return, and removing such children from the plantation house produced immediate savings. A taker willing to accept a child at three years and feed it for seven might also be willing to invest in training the child in domestic skills, returning to the Company at ten a young slave with some practical competence.
233	233	Island St Helena At a Consultation held on Tuesday the 5.th day of February 17 11/12. At the United Castle in James Vally. Benjamin Boucher Esq.r Governour Cap.tn Hoskison absent by Sickness Pres.t John Pack. 3. in Councill Daniel Griffith. 4.th in Councill Matthew Bazett. 5.th in Councill Whereas Cap.tn Hoskison has not hitherto Delevered any Account to the Governour and Councill of the State and progress of the Hon.ble Companys Affairs Committed to his Charge. Ordered That Cap.tn Hoskison bring in an Account what Cattle and Yams he has bought for the Hon.ble Companys Use Since his Time, and Likewise what Bar gains he has made with any person, and how the Companys Plantateons Stand and what Improvements he has made and what Use of this Season, Likewise who Oversees the Hutts, and whether it is Fenced and what Agreement he has made with that person that Over Looks that Plantation; And what Rates he Gives for Cattle and Yams. That for the Future he bring in a Monthly Account of the Increase and Decrease of Cattle, Sheep, &c.a and what Yams or Cattle he has bought and of whom.	At a consultation held on Tuesday 5 February 1712 at the United Castle in James Valley, Governor Benjamin Boucher presided. Hoskison was again absent through sickness. Also present were John Pack as third in council, Daniel Griffith as fourth in council, and Matthew Bazett as fifth in council. Hoskison had not yet delivered any account to the governor and council of the state and progress of the Company's affairs in his charge. The council ordered him to bring in an account showing what cattle and yams he had bought for the Company's use since taking up his duties, what bargains he had made with any person, how the Company's plantations stood, what improvements he had made, and what use he had made of the season. He was also to report who oversaw the Hutts, whether it was fenced, what agreement he had made with the man who looked after that plantation, and what rates he was paying for cattle and yams. For the future he was to bring in a monthly account of the increase and decrease of cattle, sheep and other stock, together with what yams and cattle he had bought and from whom. He was to give a separate account of how he had disposed of the slave children, to whom they had been put, and on what terms. He was

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		Likewise to bring in an Account how he has Desposed of the black Cheldren and to whom and upon what Terms. Also that he gives an Account how the Fences Comes to be down between M.rs Lichers and the Hon.ble Companys plantation and what bargain he has made with Francis Wrangham planter about it. The Governour being in Sandy bay the 28.th of January Last Received a Letter from Thomas Goodwin Cl.k of the Councill dated the Same day desireing to know if the Flag Should be hois[..]t, and how many Guns Should be Fired on the 30.th Instant being King Charles Martyrdom. The Governour in Answer writes Cap.tn Hoskison a Letter directing him to hoist the Coulours at the United Castle half Mast up, but No directions to Fire any Guns, Notwithstanding he is Informed by the Gunner there was Eight Guns Fired by Cap.tn Hoskisons Orders, he being not well It is Ordered He be Sent too to know how he Came to Fere Guns without the Governours Orders that he be Required to Send his Answer in writing.	also to explain how the fences came to be down between the holding of Mrs Licher and the Company's plantation, and what bargain he had made with Francis Wrangham, planter, in that matter. The governor was at Sandy Bay on 28 January last when he received a letter of the same day from Thomas Goodwin, clerk of the council. Goodwin asked whether the flag was to be hoisted, and how many guns fired, on the 30th of the month for the martyrdom of King Charles. The governor wrote in reply to Hoskison, directing him to hoist the colours at the United Castle half-mast, but giving no direction to fire any guns. He was nonetheless informed by the gunner that eight guns had been fired by Hoskison's orders. The council ordered that Hoskison, being unwell, be sent to and required to explain in writing how he came to fire the guns without the governor's order. **Interpretations** The accounting order set out the standard responsibilities of the deputy governor in his role as overseer of the Company's plantations and stores. The schedule of items demanded reveals what the office covered in practice. The deputy purchased cattle and yams from the inhabitants on the Company's behalf, negotiated bargains with planters, supervised the cultivation and improvement of the Company's lands, oversaw the management of subordinate plantations through engaged overseers, allocated the children put out under the order of 9 January 1712, and managed the boundary fences between Company and private holdings. The breadth of the brief shows how heavily the day-to-day economic administration of the island rested on a single officer. The requirement for monthly returns of livestock increase and decrease, with separate notes of all purchases of yams and cattle and the names of the sellers, established the routine bookkeeping by which the council expected to track the productive performance of the Company's holdings. Naming the seller in each transaction permitted later audit of prices paid and detection of any favouritism or irregular dealing. The firing of eight guns by Hoskison's order, without the governor's authority, was a direct breach of the chain of command in matters of public ceremony. The number eight was modest by comparison with full salutes, but the question was not the scale of the firing but the want of authority. The governor's response, requiring Hoskison to give his explanation in writing, set the matter on the formal record and avoided the looser handling that an oral exchange would have allowed. **Speculations** The breadth of the accounts now demanded from Hoskison, covering cattle purchases, yam purchases, bargains, plantation states, improvements, the use of the season, the management of the Hutts, the disposal of the slave children and the fence with Mrs Licher's holding, suggests the governor had grown dissatisfied with the deputy's performance of his office. The absence of any earlier accounts in the period covered by these consultations is itself the indictment. A single comprehensive order, demanding retrospective accounts on every line of business and prescribing monthly returns for the future, was the council's response to a deputy who had taken up the work without rendering any reckoning of it.
234	234	Ordered. That the Clark of the Councill take a Coppy of this and Carry the Same to Cap.tn Hoskison. Likewise Ordered.	The council ordered the clerk of the council to take a copy of the order and carry it to Hoskison. The council ordered that Pack take no more shoes into the store from Samuel Price, the soldier having

BL Image No.	Document No.	OCR Transcription	Modern Interpretation
		That M.r Pack take No More Shoes in the Store of Samuell Pricemakr the Soldier haveing made a Complaint to the Governour that his Shoes are very bad and dont Last above a Fortnight. Also Ordered. That Samuell Price Soldier be Sent too to Attend this Councill Next Councill day being Tuesday the 19. Instant. to know what Contract he has made with Captain Hoskison about the Leather. Ordered That the Advertizement following be publishd by beat of Drum Relating to Half way Tree Common Viz.t Island St Helena By the Governour and Councill An Advertizement. Whereas the Governour and Councill Intends to take up and preserve the half way Tree Common past[..]rage for the proper Use and Bennefitt of the Hon.ble Lords Proprietors. Wherefore these are to Require and Command all persons what soever to withdraw their Cattle, Hoggs, Goates, Sheep &c.a from thence and that for the Future they do not pre[..]ume to t[.]rn any thing thereon upon the penalty of being Sued and prosecuted as Trespassers and for Contempt of Authority. Dated at the United Castle in James Vally this. 5.th day of February 17 11/12 Signd by Order of Governour and Councill Thomas G[..]eeman Cl[.] Coun.l M.r George Carne preferred this day the following Petetion Viz.t That whereas M.r Richard Keeling of this Island being possest of a Reall Estate Containing Forty Three Acres of Land, and dyeing Intesta[..] the Said Land According to the Laws of the Island. fell One Moyety to the Relect the Other to the Surviveing Heir who being a Menor the whole by the Government was put into the Relicts possessieon to deliver	complained to the governor that his shoes were very bad and lasted no more than a fortnight. Samuel Price, soldier, was to be summoned to attend the next council day on Tuesday 19 February 1712, to give an account of the contract he had made with Hoskison concerning the leather. The council ordered that the following advertisement be published by beat of drum concerning the Half Way Tree Common. The advertisement declared that the governor and council intended to take up and preserve the Half Way Tree Common as pasture for the proper use and benefit of the Honourable Lords Proprietors. All persons were required to withdraw their cattle, hogs, goats and sheep from the common. None was to turn any animal on it thereafter, on penalty of being sued and prosecuted as trespassers and for contempt of authority. The advertisement was dated at the United Castle in James Valley on 5 February 1712 and signed by order of the governor and council by Thomas Goodwin, clerk of the council. George Carne presented a petition to the council. Richard Keeling of the island had been possessed of a real estate of forty-three acres. He had died intestate, and by the laws of the island the land had passed in two equal halves, one to the widow and the other to the surviving heir. The heir being a minor, the whole had been placed by the government in the widow's possession, to deliver **Interpretations** Samuel Price's role as a soldier supplying shoes to the Company's store, under a contract negotiated with Hoskison, shows how the garrison and the Company's commercial operation overlapped on the island. A soldier with the skill of a shoemaker could secure a separate contract with the deputy governor to deliver his work into the store at an agreed rate, generating an income beyond his military pay. The arrangement converted the garrison from a purely defensive establishment into a source of artisanal labour that the Company could draw upon for goods otherwise costly to import. The complaint that Price's shoes lasted no more than a fortnight points to a familiar problem in contracts paid by the piece. A supplier paid per unit had every incentive to economise on materials and finish, and the council's response was to halt purchases pending an inquiry into the original terms. By summoning Price to give his account of the contract with Hoskison, the council pursued two questions simultaneously, namely the quality of the shoes supplied and the terms on which the deputy had committed the Company to receive them. The matter formed another item in the wider review of Hoskison's administration set in motion at the same consultation. The intestate succession laws of the island, as recited in Carne's petition, divided the land of a man who died without a will into two equal halves, one passing to the widow and the other to the surviving heir. The division by moieties followed a familiar early modern English pattern, with the widow taking her share in her own right rather than as a life tenant only. Where the heir was under age, the whole estate was placed in the widow's possession during the heir's minority, which gave her practical control of the entire holding while the underlying division of title remained intact. **Speculations** The proclamation enclosing the Half Way Tree Common, published by beat of drum at the same consultation that ordered Hoskison to account for his administration, points to a coordinated effort by the governor to assert direct control over the Company's economic interests on the island. The same sitting that

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			demanded an audit of the deputy's conduct also formally closed off a major piece of public ground to private use. Both measures consolidated the governor's authority over land and stock at a moment when the deputy's grip on his office was visibly weakening.
235	235	Halfe when Legally Demanded As Adm[..]nistratrixe to her Deceased Husband Now in the Year 1698 May the 5.th the Said Reli[..]t was Marri[..]d to your Petetioner by M.r Stephen Poirier the then Governour who Also granted Letters of Adm[..]nistration to him joynt with his Wife to M.r Keelings, But your Petetioner from Differences Arriseing Two Years after delevered in a Decl[..]ration and paid the two thirds of M.r Keelings personall Estate in Cash to the Government and has their descharge, Upon which payment your Petetioner Imagined his Admin[..]stratorship Voyd till your Petetioners Father, S.r Thomas Cook and others writt from England, that haveing Acted it was not in his power to decl[..]ne the Admin[..]stratorship, and S.r Thomas Cook writt particcularly to M.r Poirier to make up that Mistake upon which he adm[..]tted your Petetioner to take up Some part of the Cheldrens Money and as for the Reall Estate M.r Poirier and Councill gave it into your Petetioner posses[..]eon int[..]re in Right of his Wife The Other of the Heir, which has been by him posses[.] Ever Since till Now by the decease of his Wife it devolves int[..]re to the Heir in Pro[..]riety; NOW whereas your Petetioner pa[..] for all the pro[..]isions on the Land at his Entrance thereon So doubts not his just Claim as is Usuall be Allowed for Expe[..]ding or Despo[..]ing of his provis[..]on; which According to the best of his Remembrance was Two and Twenty Months it being part Cabbage Tree, part Gum wood Land. What therefore your Petetioners Request is that he may have Liberty to have the whole Estate from Yo[..] do you[..] till the Heir Sends Or Comes to Demand, Or till the Hon.ble Companys (who your Petetioner Conceives may purchase it of the Heir in England) Sends Orders how farther to pro[..]eed and then at the R[..]ght of Such def[..]ni[..]ion from the Heir, Or Orders from the Hon.ble Company your Petetioner may have the Usuall time of Move[..]ing his Provisions Allotted him, and as in duty bound Shall Ever pray &c.a Ordered That the Consider[..]tion of this Petetion be Referrd till Next Councill day.	Carne stated that on 5 May 1698 the widow had married him. Governor Stephen Poirier had then granted letters of administration jointly to Carne and his wife over Keeling's estate. Two years later differences had arisen, and Carne had delivered in a declaration and paid two-thirds of Keeling's personal estate in cash to the government, taking the government's discharge for the payment. He had imagined the administratorship void on that settlement. His father, Sir Thomas Cook and others had written from England that, having once acted, Carne could not in law decline the administratorship. Sir Thomas Cook had written particularly to Poirier to make good the mistake. Poirier had thereupon admitted Carne to take up part of the children's money. As for the real estate, Poirier and his council had put Carne into entire possession, holding one half in right of his wife and the other in right of the heir. He had held the whole ever since. On the recent death of his wife the whole property passed in title to the heir. Carne had paid for all the provisions on the land at his entrance, and so had a just claim, as was usual, to be allowed compensation for what he had expended or used. To the best of his memory the entry had been twenty-two months earlier, the ground being part cabbage tree and part gumwood. He asked the council for leave to hold the whole estate from year to year until the heir sent or came to demand it, or until the Company, which Carne believed might purchase the property from the heir in England, sent orders how to proceed. When the heir made his demand or the Company's orders arrived, Carne wished to be allowed the usual time to remove his provisions from the ground. The council ordered that consideration of the petition be deferred to the next council day. **Interpretations** The letters of administration granted by Poirier to Carne and his wife show how the council exercised probate jurisdiction over intestate estates. Where a man died without a will, the council named administrators to gather in the personal estate, pay the debts and distribute the remainder according to the laws of the island. Joint administration by the widow and her new husband recognised both the widow's standing as relict and the husband's legal position as the party with whom outsiders would deal on her behalf in the conduct of the administration. Sir Thomas Cook is identified as a correspondent writing from England who held sufficient authority to address Governor Poirier directly on Carne's behalf and to require him to correct the administrative arrangement. The Cook family had a prominent commercial standing in the East India trade, and the reference to Sir Thomas Cook writing particularly to Poirier shows how decisions taken on the island remained subject to influence and instruction from interested parties in London. Carne's family connection through his father gave him access to that channel. The doctrine that an administrator who had once acted in the office could not decline it reflects an established rule of probate law. Letters of administration imposed a continuing duty on the administrator that could be terminated only by formal accounting and discharge, not by unilateral renunciation after the office had been exercised. The advice from England that Carne could not decline the

BL Image No.	Document No.	OCR Transcription	Modern Interpretation
			administratorship corrected the mistaken assumption on which he had paid the two-thirds into the government's hands as though the matter were closed. **Speculations** Carne's mention of the possibility that the Company might purchase the property from the heir in England points to a wider pattern visible in the consultations of late 1711 and early 1712. The council had been acquiring contiguous holdings to build up its consolidated estate around the Hutts, and a forty-three-acre estate now wholly vested in an absent heir represented a natural candidate for purchase. By raising the prospect in his petition, Carne placed before the council an arrangement that suited his immediate need for a continuing occupation and matched the administration's known appetite for buying out departing or distant proprietors.
236	236	Island S.t Helena At a Consultation held on Monday the 11.th day of February 17 11/12 At the United Castle in James Vally. Benjamin Boucher Esq.r Govern.[.] Cap.tn Hoskison absent by Sickness. Pres.t John Pack. 3. in Councill Daniel Griffith. 4.th in Councill Matthew Baze[..]. 5.th in Councill Yesterday Allarm was made for the Ship Success Cap.tn Thomas Cla[..]ham Commander who Arrived here about Eight a Clock this Morning and the Generall Letters and Invoices from Madrass and Bengall were Read[.] Openly in Councill. Ordered That the Invoices be Delevered to M.r Pack to Enter them in a book for that Purpose; And that M.r Baze[..] Attend the Boates and Rece[..]ve the Goods on Shore. Ordered That the Consultations and all Transactions Since Last Ship be got Ready to Send to Our Hon.ble Masters by this Ship Success.	At a consultation held on Monday 11 February 1712 at the United Castle in James Valley, Governor Benjamin Boucher presided. Hoskison was again absent through sickness. Also present were John Pack as third in council, Daniel Griffith as fourth in council, and Matthew Bazett as fifth in council. The day before, the alarm had been given for the ship *Success*, Thomas Clatham commander, which arrived at about eight in the morning. The general letters and invoices from Madras and Bengal were read openly in council. The council ordered the invoices delivered to Pack, who was to enter them in a book kept for the purpose. Bazett was to attend the boats and receive the goods on shore. The council also ordered the consultations and all transactions since the last ship be made ready for despatch home to the Court of Directors by the *Success*. **Interpretations** The alarm signalled the approach of a ship to the island. Lookouts posted on the heights gave warning of a sail in the offing, and the alarm alerted the garrison and the council to prepare for the vessel's arrival, identify her, and assess whether she came as friend or enemy. The system formed an essential part of the island's defence in a period when European wars meant that hostile cruisers might appear at any time on the trade routes. The *Success* carried general letters and invoices from Madras and Bengal, the two principal English settlements on the Indian subcontinent. St Helena lay on the homeward route from India and served as the regular calling point at which East Indiamen took on water, fresh provisions and refreshment before the last leg to England. The Indian presidencies sent their correspondence to the directors in London by these same vessels, and the council on St Helena had the privilege of reading the despatches openly in council before they continued to England, giving the island administration current intelligence of affairs in the eastern settlements. The procedure for the invoices, with Pack entering them in a dedicated book and Bazett attending the boats to receive goods on shore, distributed two distinct functions between councillors. Pack handled the documentary record, registering the manifests of each ship as she arrived so that the cargo discharged could later be checked against the invoices. Bazett took the physical receipt of the goods at the landing place, supervising the unloading and securing the consignment until it reached the warehouse. Separating the paperwork from the physical handling provided an internal check against pilferage and short delivery. **Speculations** The arrival of the *Success* less than ten weeks after the *Mead Frigate's* departure presented the council with a

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			practical question of how much new business to include in the next despatch. The consultations of December 1710, the proclamation on slave prices, the Half Way Tree Common enclosure, the audit of Hoskison's administration, the unauthorised gun salute and Carne's petition over the Keeling estate all stood ready for despatch, alongside the routine record of land grants and petitions. The directors would receive a substantial body of material that touched on the council's handling of the most senior officer below the governor, and the timing gave little opportunity to soften the picture before the record reached London.
237	237	Island S.t Helena At a Consultation held on Thursday the 14.th day of February 17 11/12 At the United Castle in James Vally. Benjamin Boucher Esq.r Governour Cap.tn Hoskison absent by Sickness Pres.t John Pack. 3. in Councill Daniel Griffith. 4.th in Councill Matthew Baze[..]. 5.th in Councill This day Cap.tn Thomas Cla[..]ham Commander of the Ship Success Sent Us a Letter of Request (Co[..]py of which Comes in the Pack[..]tt) for provissions and Necessarys for the Ships Use, haveing had Some already. And a List of the Number of his Men Likewise what provissions he has on Board. Ordered That he have all things Necessary for his Ship and Company According to his Request.	At a consultation held on Thursday 14 February 1712 at the United Castle in James Valley, Governor Benjamin Boucher presided. Hoskison was again absent through sickness. Also present were John Pack as third in council, Daniel Griffith as fourth in council, and Matthew Bazett as fifth in council. That day Captain Thomas Clatham, commander of the *Success*, sent the council a letter of request for provisions and necessaries for his ship's use, having already received some. A copy of the letter was sent in the packet. He also delivered a list of the number of his men and an account of the provisions remaining on board. The council ordered that he be supplied with everything necessary for his ship and company in accordance with his request. **Interpretations** The captain's letter of request set out the standard procedure by which East Indiamen calling at St Helena drew supplies from the island stores. A homeward-bound master did not simply take what he wanted from the Company's warehouse. He submitted a formal written request to the governor and council, supported by a list of the men he had to feed and an account of the provisions still on board, so that the council could judge what additional supply was reasonably required for the remaining leg of the voyage to England. The reference to a copy of the letter going in the packet shows how routine correspondence between ships and the council was preserved in the despatch record sent to the Court of Directors. The packet was the bundle of papers being made up for transmission home by the *Success* herself, and the inclusion of Clatham's letter ensured that the directors could verify what each visiting captain had asked for and what the council had supplied. The accompanying list of men and provisions was the documentary basis on which the council assessed the request. Knowing the size of the crew and the stocks remaining allowed an estimate of the daily consumption and the days of voyage still to come, against which the requested supply could be measured. The procedure prevented captains from drawing down the island stores beyond what their voyage required and protected the Company's reserves against speculative or excessive demands. The council's order to supply everything necessary in accordance with the request indicates the standard outcome where a captain's documentation was in order and the demand was consistent with the size and remaining voyage of the ship. Refusals or reductions would have required specific grounds and would themselves have been recorded. The unconditional grant in this case suggests Clatham's request fell within the customary range for a vessel of the *Success* preparing for the run to England.
238	238	Island S.t Helena At a Consultation held on Thursday the 28.th day of February 17 11/12 At the United Castle in James Vally.	At a consultation held on Thursday 28 February 1712 at the United Castle in James Valley, Governor Benjamin Boucher presided. Hoskison was again absent through sickness. Also present were John Pack as third

BL Image No.	Document No.	OCR Transcription	Modern Interpretation
		Benjamin Boucher Esq.r Govern.[.] Cap.tn Hoskison absent by Sickness Pres.t John Pack. 3. in Councill Daniel Griffith. 4.th in Councill Matthew Baze[..]. 5.th in Councill Walter Belv[..]rd Planter Petetioned to Sell his Land and Plantation to the Hon.ble Company humbly Praying that he may have Liberty to go Off with his Wife and Family in the Ship Su[..]cess Now in the Road. Ordered That his Land Plantation and Provissions thereon, Blacks, Cattle and Hoggs be bought, and that M.r Baze[..] Go and Appraise the Same for the Hon.ble Companys Use. Dorothy Hayese Wedow Presented her Petetion humbly praying that She may be Establisht in her property haveing Fenced in her L[..]nd According to Law. And your Petetioner as in duty bound Shall Ever Pray &c.a [..]ary 28. 57 11/12 Dorothy Hayese Ordered That a Warrant be Issued out to M.r Baze[..] to Measure the Same Accordingly. Richard Gurling Planter Presented his Petetion humbly praying that he may be Establisht in his property haveing Fenced in his Land Acc[..]rding to Law. And your Petetioner as in duty bound Shall Ever Pray &c.a [..]ary 28. 17 11/12 Richard Gurling Ordered That a Warrant be Issued Out to M.r Baze[..] to Measure the Same Accordingly.	in council, Daniel Griffith as fourth in council, and Matthew Bazett as fifth in council. Walter Belvard, planter, petitioned to sell his land and plantation to the Company. He asked leave to depart with his wife and family on the *Success*, then in the road. The council ordered that his land, plantation and provisions on it, together with his slaves, cattle and hogs, be bought for the Company's use. Bazett was to appraise the property. Dorothy Hayes, widow, presented her petition asking to be confirmed in her property, having fenced in her land according to law. The petition was dated 28 February 1712 and signed by Hayes. The council ordered that a warrant be issued to Bazett to measure the ground accordingly. Richard Gurling, planter, presented his petition asking to be confirmed in his property, having fenced in his land according to law. The petition was dated 28 February 1712 and signed by Gurling. The council ordered that a warrant be issued to Bazett to measure the ground accordingly. **Interpretations** The Belvard purchase fits the pattern established by the Marsh and Hunt transactions of late 1711. A planter wishing to leave the island with his household for England offered his holding to the Company as a single going concern, and the council took the property complete with its standing provisions, livestock and slaves. The inclusion of slaves in the sale, alongside cattle and hogs, treated the human labour force on the holding as part of the inventory transferred with the ground, in the same way as the working animals. Such combined sales gave the Company an immediately productive estate and gave the departing planter a single closing transaction that converted his entire holding into cash before embarkation. The remit to Bazett to appraise the property, rather than to accept a price already negotiated, marks a procedural difference from the Marsh and Hunt purchases. In those cases Hoskison had reported an agreed sum, which the council confirmed. Here, with Hoskison absent through illness, the council appointed Bazett to assess the value before any figure was settled. The change suggests that the council was prepared to handle land purchases directly through its surveyor rather than wait for the deputy governor to negotiate, and gives an alternative working procedure for valuing a planter's estate when the usual channel was unavailable. Hayes's petition to be established in her property indicates that she had taken up a grant of Company waste ground in her own name and completed the fencing within the prescribed period. The case shows that widows on the island held land in their own right and conducted their dealings with the council directly, in addition to acquiring property by deed of gift as recorded in the Gramden transaction of 9 January 1712. The presence of unattached women as independent landholders formed a recognised feature of the settlement's property system. **Speculations** The Belvard purchase, coming barely three months after the Hunt acquisition of 20 December 1710 and the Marsh purchase of 23 November 1711, suggests that a small wave of established planters was leaving the island in this period, each offering an entire functioning estate to the Company on departure. The council's repeated readiness to buy points to a deliberate policy of taking advantage of the opportunity, rather than allowing the holdings to pass to other private buyers or to lie idle. The administration appears to have assessed that absorbing departing planters' estates served its interests better than seeking new immigrants to replace them.

BL Image No.	Document No.	OCR Transcription	Modern Interpretation
239	239	William Beale Planter brought in his humble Petetion this day praying that he may have Three Months Longer time from the 25.th of March Next to Fence in his Land he having but One Black to A[..]ist him and being very poor and a great Family to Maintain. And your Petetioner as in duty bound Shall Ever pray &c.a William Beale Ordered That well [k..]nowing his Condition he have Sex Weeks Longer time to Fence in his Land from the 25.th of March Next. Richard Ray Soldier brought in a Petetion desireing to be Execcutor of John He[..]son Soldiers deceased Effects who was drow[..]ed. Then the Witness following were Sworne. John How Sworne Says he has heard John He[..]son Say Severall times in his Life time that Richard Ray Should have all he had when he Dyed. Roger Marton Soldier Sworne Says to the Same Effect. Ordered That Richard Ray take Possess[..]on of John He[..]sons Effects, and that he pay all his Just Debts. John Worrall Serjeant humbly Prays that he may hire Some Waste Land Lyeing in Deep Vally of the Hon.ble Companys. Ordered That his Request be granted and Asoon as the Land is Fenced in that he have a Lease given him for the Term of Twenty One Years. Francis Wrangham Planter humbly Prays that he may hire a parcell of the Hon.ble Companys Waste Land adjoyneing to Keelings Orphans in Peak Gull. Ordered That his Request be granted him and Asoon as the Land is Fenced in that he have a Lease given him for the Term of Twenty One Years. Jonathan Doveton Freeholder is welling to E[..]change Two Acres of Cabbage Tree Land Lyeing under the Main Hedge adjoyneing to his Own Land, for Two Acres he bought of [..]inard Ma[.]h Lyeing Convenient for the Hon.ble Company it being in the Mi[..]st of Old Ma[..]hs Land. Ordered That the E[..]change be made and be Re[..]istred.	William Beale, planter, presented his petition asking for a further three months from 25 March 1712 to fence in his land. He had only one slave to assist him, was very poor, and had a large family to maintain. The petition was signed by Beale. The council, knowing his condition, granted him six weeks longer to fence in his land from 25 March 1712. Richard Ray, soldier, presented a petition asking to be made executor of the effects of John Henson, soldier, who had drowned. Two witnesses were sworn. John How, sworn, said he had several times heard Henson say in his lifetime that Ray was to have everything he had when he died. Roger Morton, soldier, sworn, said to the same effect. The council ordered that Ray take possession of Henson's effects and pay all his just debts. John Worrall, sergeant, asked to hire some of the Company's waste ground in Deep Valley. The council ordered his request granted. Once the ground was fenced, he was to have a lease of it for twenty-one years. Francis Wrangham, planter, asked to hire a parcel of the Company's waste ground adjoining Keeling's orphans in Peak Gut. The council ordered his request granted. Once the ground was fenced, he was to have a lease of it for twenty-one years. Jonathan Doveton, freeholder, was willing to exchange two acres of cabbage tree land lying under the main hedge, adjoining his own ground, for two acres he had bought of Linard Marsh lying in the midst of old Marsh's land, which would suit the Company. The council ordered the exchange made and registered. **Interpretations** Beale's petition shows the same structural problem already evident in the cases of Richard Cleave on 23 November 1711 and William Coles on 9 January 1712. A poor planter with a large family and only one slave could not fence his land within the standard period, and the council's response again was to grant an extension rather than supply additional labour. The pattern is now so consistent across multiple petitions that it operates as a settled administrative practice. The council protected its own slave stock by issuing time rather than men, while accepting that the standard fencing requirement would in such cases be met only by repeated extensions. The probate procedure applied to Henson's effects illustrates a particular branch of intestate succession on the island. Where a soldier died without a written will, the council could appoint as executor a person to whom the deceased had repeatedly expressed his intention to leave his property, on the sworn evidence of witnesses who had heard the declarations in his lifetime. The procedure operated as a form of nuncupative will, recognising an oral testamentary intention proved by competent witnesses. Two soldiers swearing to consistent declarations from Henson were sufficient evidence to support the grant. Doveton's land exchange shows how the council managed the rationalisation of holdings around its consolidated estates. A freeholder willing to swap a parcel inconveniently placed for the Company in return for one better suited to his own holdings allowed both parties to consolidate without any cash changing hands. The mention of old Marsh's land identifies William Marsh, whose plantation had been bought by the Company in November 1711, as the previous holder of the area into which the exchange would bring the Company's two acres. The exchange filled in a gap in the consolidated estate that the November and December purchases had begun to assemble. Registration of the exchange gave it the same formal record as a sale, securing each party's title to the parcel he had taken. **Speculations**

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			The repeated grant of fencing extensions to poor planters, while wealthier petitioners received their leases promptly after measuring, points to a divergent practical experience of the same legal procedure. A planter with capital and labour could complete the fencing within the standard term and secure a twenty-one-year lease. A planter without those resources received successive extensions, each granted on grounds of poverty, but the underlying confirmation of title remained suspended. The procedure operated in form as a uniform requirement, but in practice it sorted the landholding population into those who could complete the work and those whose tenure remained provisional indefinitely.
240	240	Jonathan Doveton Freeholder is willing to E[..]change Two Acres of Cabbage Tree Land Lyeing under the Main Ridge adjoyning to his Own Land for Two Acres he bought of Edward Mash Lyong Convenient for the Hon.ble Company it being in the Midst of Old Mashes Land. Ordered That the E[..]change be made and be Re[..]istred. Jonathan Doveton Freeholder is willing to turn Out Two Acres Out of Nine Acres of Land hired of the Hon.ble Company for to Joyn with Hunts Land bought for the Hon.ble Company for their Convenience. Ordered That the Same be Indorst upon the Lease and Entered in the Register book. John Coulson Planter and Overseer of the high ways being Summoned Severall times and Never appeared. Ordered That he be Fined Five pound to the Hon.ble Company for the Use of the Fortefications and for Contempt of the Governours Orders.	The first item is a corrected version of the Doveton exchange already recorded at the previous consultation. The earlier entry had given the seller as Linard Marsh and located the land under the main hedge. The corrected entry gives the seller as Edward Marsh and locates the ground under the main ridge. The substance of the transaction is otherwise the same, and the council's order confirms the exchange and its registration. Jonathan Doveton, freeholder, was also willing to surrender two acres out of nine he held on lease from the Company, to be joined with Hunt's land bought for the Company's convenience. The council ordered that the surrender be endorsed on his lease and entered in the register book. John Coulson, planter and overseer of the highways, had been summoned several times and had failed to appear. The council ordered him fined £5 0s 0d to the Company, for the use of the fortifications, for contempt of the governor's orders. **Interpretations** The two Doveton transactions, an exchange of two acres and a surrender of a further two acres from a leased holding, together reorganised four acres of land in the area of the Hunt and Marsh estates. The exchange transferred title between Doveton and the Company on an even basis, while the surrender returned a portion of a leasehold to the lessor. Surrendering part of a lease before the term had run required formal endorsement on the original lease and a corresponding entry in the register, so that the leasehold record showed the reduced holding clearly for any future audit. Doveton retained a leasehold of seven acres in place of the original nine. The reference to Hunt's land bought for the Honourable Company identifies the thirty-acre plantation acquired from Leonard Hunt at the consultation of 20 December 1710. The surrender of Doveton's two acres into that holding represents another piece of consolidation around the Company's estate. Where the November 1711 exchange under the main ridge had taken in a parcel within old Marsh's land, the present surrender added ground to Hunt's adjoining estate. Together the two transactions show the council methodically filling in private parcels lying within or alongside the holdings it had purchased. Coulson's position as overseer of the highways identifies a parish-style office unfamiliar in the earlier consultations of this group. The overseer was a private inhabitant nominated to oversee the maintenance of the island's roads and tracks, mobilising labour and reporting to the council on the state of repair. The office combined a public duty with a private status and depended on the holder's willingness to attend when summoned. Coulson's repeated failure to appear left the highway business of the council unaddressed and represented a direct refusal of the office's obligations. **Speculations**

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			The fine on Coulson, recorded in the same sitting that disposed of the Doveton transactions, points to a contrasting administrative posture. Where Doveton received favourable handling for his cooperation, Coulson was penalised for his persistent absence. The juxtaposition in a single consultation of two such different treatments illustrates how the council distinguished between inhabitants who supported its purposes and those who obstructed them, and how the same body could reward and punish according to the conduct of those who came within its reach.
241	241	Island S.t Helena At a Consultation held on Friday the 7.th day of March 17 11/12. At the United Castle in James Vally. Benjamin Boucher Esq.r Governour Pres.t John Pack. 3. in Councell Daniel Griffith. 4.th in Councill Matthew Baze[..]. 5.th in Councill This day the Governour Received News from the Plantatieon house from M.rs Hosk[..] son that Cap.tn Hoskison dyed Last Night about Twelve a Clock. Ordered That M.r Griffith and M.r Baze[..] take a Survey with all Speed of the Hon.ble Companys Plantatieons, provisieons Cattle &c.a that was under Cap.tn Hosk[..] sons Charge. The Ship Success being Ready to Saile. Ordered That a Generall Letter be drawn up to Send to the Hon.ble Company by the Ship Success, and that M.r Griffith and M.r Baze[..] draw up the Letter. M.r Baze[..] Reported that he bought the Land and plantatieon of Walter Belvard as followeth Viz.t Ten Acres of Land all Walled in with all the provissions being about 70000 Yams for the Sum of £ 145 : 0 : 0 Two Negroe Slaves for the Sum of 40 : 0 : 0 For 7 head of Cattle 16 : 0 : 0 One house at Fort Vally for 32 : 0 : 0 For 5 Sows. 3 Barrows 6 Shoates and 6 Poggs for 10 : 0 : 0 Their being Six Acres of the Hon.ble Companys Own Land Inclosed and Fenced in with the Same which he had a Lease of which We have Obleged him to Resign. As farr hath been Coppyed Out and Sent home by the Ships Success who Sayld hence the 11.th March 17 11/12	At a consultation held on Friday 7 March 1712 at the United Castle in James Valley, Governor Benjamin Boucher presided. Present were John Pack as third in council, Daniel Griffith as fourth in council, and Matthew Bazett as fifth in council. The governor received news from the plantation house from Mrs Hoskison that Hoskison had died the previous night at about twelve o'clock. The council ordered that Griffith and Bazett take a survey, with all speed, of the Company's plantations, provisions, cattle and other stock that had been under Hoskison's charge. The *Success* was ready to sail. The council ordered that a general letter be drawn up for despatch to the Court of Directors by the ship, and that Griffith and Bazett prepare it. Bazett reported that he had bought the land and plantation of Walter Belvard as follows. Ten acres of land all walled in, with all the provisions on it, about 70,000 yams £145 0s 0d Two slaves £40 0s 0d Cattle 7 head £16 0s 0d House at Fort Valley £32 0s 0d Hogs 5 sows, 3 barrows, 6 shoats and 6 poggs £10 0s 0d Six acres of the Company's own land had been enclosed and fenced in with Belvard's holding under a lease held by him, which the council had obliged him to resign. Thus far had been copied out and sent home by the *Success*, which sailed on 11 March 1712. **Interpretations** The death of George Hoskison removed the deputy governor of the island, the senior officer below the governor and the man responsible for the direct management of the Company's plantations and stores. The notification came in the form of a message from his widow to the governor, which the council recorded as the formal intimation of the death. His prolonged sickness, recorded across five consecutive consultations from 9 January 1712 onwards, had now ended in his decease. The audit of his administration set in motion on 5 February 1712 would therefore proceed without his evidence. The composition of the surveying party reveals how the council had distributed Hoskison's functions during his illness. Griffith and Bazett, the fourth and fifth in council, were now jointly entrusted with the inventory of the property the deputy had managed, and with the drafting of the general letter to the directors. Pack, the third in council and senior to both, was given neither task. The pattern suggests Griffith and Bazett had emerged as the working executive of the administration in the months of Hoskison's absence, while Pack continued in his book-keeping role over invoices and store records. The Belvard purchase, reported by Bazett under the appointment given at the consultation of 28 February 1712, was itemised on a clear schedule that gave the working values applied to each category of property on the island at this date. The ten walled acres with their standing yam crop went for £145 0s 0d,

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			equivalent to £14 10s 0d per acre. The figure was substantially higher than the £5 per acre paid for William Marsh's fifty-eight acres in November 1711 or the £8 per acre paid for Leonard Hunt's thirty acres in December 1710. The premium reflected three factors. The ground was walled rather than fenced, which represented more substantial enclosure. The standing crop of 70,000 yams was an exceptional quantity. The land had been improved by enclosure of six additional acres of Company ground. **Speculations** The high price paid for Belvard's ten acres, at nearly three times the per-acre rate of the Marsh purchase and almost twice that of the Hunt purchase, suggests the council judged the standing crop of 70,000 yams and the walled enclosure of particular value at this date. The shortage of yams that had prompted the order of 27 November 1711 to put the lower table to board wages, and the report of 9 January 1712 that the Company was forced to buy yams in the open market, gave the standing crop on Belvard's ground an immediate worth that went beyond the simple value of the land. By acquiring the holding complete with the crop, the council secured a substantial quantity of yams at a time when the warehouse could not supply its own establishment, and the elevated price reflected that operational necessity as much as the underlying value of the property.
242	242	Island S.t Helena At a Consultation held on Wednsday the 12.th day of March 17 11/12 At the United Castle in James Vally. Benjamin Boucher Esq.r Governour Pres.t John Pack. 3. in Councill Daniel Griffith. 4.th in Councill Matthew Baze[..]. 5.th in Councill The Invoices from Madrass and Bengall were Read Over and the prices of the Severall Sorts of goods and how they might best Sell here for Our Hon.ble Masters Interest, which We Conclude as follows Viz.t Ordered That the Arreck be at Seaven Shellings p.r Gallon Batavia Sugar at Seaven pence p.r pound Rice at Four pence p.r pound The piece goods Forty pound p.r Ton being added to the Invoices as they Came to Us at Fifty p.cent profett which We think Our Hon.ble Masters will be Content with as in the 37.th parragraph of their Letter by the Ships Toddington and Thistleworth. Ordered That Severall persons haveing Imposed upon the Hon.ble Company for Necessarys they wanted for the Use of the Castle that they pay the Same price as they made the Companys pay Especially One Charles Steward Planter. Ordered That None of the New Stores be Served out till all the Accounts of the Island be ballanced to the 25.th Instant.	At a consultation held on Wednesday 12 March 1712 at the United Castle in James Valley, Governor Benjamin Boucher presided. Present were John Pack as third in council, Daniel Griffith as fourth in council, and Matthew Bazett as fifth in council. The invoices from Madras and Bengal were read over and the prices considered at which the various goods might best be sold for the Company's interest. The council settled the rates as follows. Arrack per gallon 7s 0d Batavia sugar per pound 0s 7d Rice per pound 0s 4d Piece goods per ton, on invoice value of £40 0s 0d 50 per cent profit The piece goods were to be sold at a markup of 50 per cent above the invoice value at which they had reached the island. The council considered this consistent with the directors' instructions in the thirty-seventh paragraph of their letter sent by the *Toddington* and *Thistleworth*. Several persons had imposed upon the Company by overcharging it for necessaries supplied for the use of the castle. The council ordered that those persons pay the Company the same prices for goods drawn from the stores as they themselves had charged the Company, with particular mention of Charles Steward, planter. The council ordered that none of the new stores be issued until all the accounts of the island had been balanced to 25 March 1712. **Interpretations** The council acted in this consultation as the island's pricing authority over goods imported from the Indian presidencies. The directors in London supplied a general profit margin of 50 per cent on invoice value through their numbered instructions, but the local council determined the specific selling rates for each category of goods according to local market conditions. The procedure combined metropolitan policy with island judgement, with the directors setting the rule and the council applying it to particular consignments. The piece goods, sold at 50 per cent above invoice on a basis of £40 0s 0d per ton, were the cotton and silk textiles that formed the principal export of the Indian presidencies to England. The council was authorised to

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			sell a proportion of these goods on the island itself at the prescribed markup, rather than passing all of them onward to England. The mechanism allowed the island administration to supply the local market in cloth, generate revenue for the Company, and reduce the volume that had to be carried to London. The order requiring those who had overcharged the Company to accept the same prices when drawing goods from the stores applied a principle of reciprocal pricing as a corrective measure. The council did not impose a fine, recover the overcharges directly, or refuse to deal with the offenders. It applied their own pricing back to them, so that a planter who had charged the Company an inflated rate for a necessary now paid that same rate when buying from the store. The mechanism was self-executing, requiring no separate enforcement, and translated a private overcharge into a corresponding loss when the offender came to make purchases. **Speculations** The order against the overcharging suppliers, applying their own prices back to them, looks like a measure designed to extract restitution without provoking open dispute. A fine or compulsory refund would have required the council to determine the exact overcharge in each case and to enforce payment, both of which would have led to argument over the figures. By directing instead that the offenders pay their own inflated prices when drawing from the stores, the council made restitution depend on the offenders' future purchases. Those who continued to deal with the Company would pay back what they had taken; those who chose to take their business elsewhere would simply forgo it. The arrangement preserved the council's authority without requiring confrontational enforcement.
243	243	Island S.t Helena At a Consultation held on Tuesday the 8.th day of Aprill. 1712. At the United Castle in James Vally. Benjamin Boucher Esq.r Governour Pres.t John Pack. 2. in Councill Daniel Griffith. 3. in Councill Matthew Baze[..]. 4.th in Councill Ordered That M.r Griffeth draw up a Charge against John Alexander Pur[..] [..]uant to the Hon.ble Companys Orders. The Petetion of Christopher Kelly Boatswain, John S[..]merrsby and Others the Long Boates Crew humbly Praying to advance their Wages. That Considering the great Tabieges they undergo Night and day and the good Service they do in bringing Lime and Stone by Water here Likewise the De[..]terity Skell and Care of Christopher Kelly Boatswain. Ordered That Christopher Kelly Boatswain have Five Shillings p.r day when he goes in the Boat and that he have Three days time allowed him to Fetch a Boat Load of Lime Or Cutt Stone, and the rest Each Two Shillings and Sixpence for their Encouragement being a Work of Necessity and Consequence to Our Hon.ble Masters. Ordered That M.r Carne be Indicted for keeping his Goates upon the Hon.ble Com. panys Half way Tree Common Contrary to Our Advertizement of the 5.th day of Februedry Last. Ordered That M.r Griffeth draw up an Indictment against M.r Carne against Next Councill day. Giles Hayese Souldier and Overseer of William Mash and Leonard Hunts Plantations Lately bought for the Hon.ble Companys Use humbly Prays that he may have an Addition to his Sallary for his Trouble in Looking After the Aforesaid Plantatieons and keeping them in	At a consultation held on Tuesday 8 April 1712 at the United Castle in James Valley, Governor Benjamin Boucher presided. Present were John Pack as second in council, Daniel Griffith as third in council, and Matthew Bazett as fourth in council. The council ordered Griffith to draw up a charge against John Alexander, purser, pursuant to the Company's orders. Christopher Kelly, boatswain, John Somersby and others of the long boat's crew petitioned to have their wages advanced. The council considered the great fatigues they undergo, the good service they performed in bringing lime and stone by water, and the dexterity, skill and care of Kelly. The council settled the rates as follows. Christopher Kelly, boatswain per day, when he goes in the boat 5s 0d Three days allowed for fetching one load of lime or cut stone Each of the other crew per day 2s 6d The advance was given for their encouragement, the work being one of necessity and consequence to the Company. The council ordered that Carne be indicted for keeping his goats on the Half Way Tree Common, contrary to the advertisement of 5 February 1712. Griffith was to draw up the indictment for the next council day. Giles Hayes, soldier and overseer of the plantations of William Marsh and Leonard Hunt lately bought for the Company's use, petitioned for an addition to his salary. He was charged with looking after the two plantations, keeping them in order, planting suckers where needed, keeping the fences in repair, raising fowls and turkeys, and overseeing the Hutts and Belvard's plantation. He was well acquainted in plantation affairs. **Interpretations**

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		Order, and Plant Suckers were they are wanting and keeping the Fences in Repair. He being well Acquainted in Plantation Affaeers Likewise that he Raise Fowles and Turkees there Also that he Look after the Hutts, and Walter Belvard Plantation. Ordered	The seating of the council in this consultation shows a promotion of every councillor by one place following the death of Hoskison. Pack moves from third to second in council, Griffith from fourth to third, and Bazett from fifth to fourth. The fifth place is left vacant rather than filled by promotion of a new councillor from outside the existing body, which suggests the council preferred to operate as a body of four until the Court of Directors in London approved a permanent replacement for the deputy governor. The indictment against George Carne for keeping goats on the Half Way Tree Common shows the council enforcing the advertisement of 5 February 1712 against an individual offender. The advertisement had threatened prosecution as trespassers and for contempt of authority, and the present order put the threat into operation. Carne is the same petitioner who had appeared before the council on 5 February 1712 over the Keeling estate, the proceedings on his probate petition having been deferred at the time. He now appears as the defendant in a criminal proceeding for breach of the enclosure order. The juxtaposition shows that the relationship between Carne and the council was already strained, and the prosecution gave the administration an opportunity to enforce the Half Way Tree Common order against a known and unpopular figure. The petition by Giles Hayes gives the working arrangement under which the Company's consolidated estate around the Hutts was managed. Hayes was a soldier in the garrison, employed at an additional salary to oversee the four plantations purchased from Marsh, Hunt, Belvard, and the Hutts itself. His duties combined cultivation, fence maintenance, and the raising of poultry, and required a familiarity with plantation affairs that not every soldier possessed. The arrangement made sense within the broader pattern of garrison personnel taking on additional private or Company employment as overseers, sergeants, matrosses, and shoemakers, with the soldier's pay forming a base income supplemented by particular contracts for additional services. **Speculations** The promotion of Hayes from soldier to overseer of four plantations, with an addition to his salary still to be determined, suggests the council was institutionalising the management of the consolidated estate in a way that did not require the involvement of a senior officer at all. Where Hoskison had handled the plantations as part of his deputy governor's portfolio, Hayes would handle them as a salaried overseer reporting to the council. The arrangement removed the plantations from the senior administrative role and placed them under a working tradesman, which would simplify the audit, reduce the scope for confusion with other Company business, and avoid the difficulties that had arisen when the senior officer in charge of the plantations had been simultaneously responsible for cattle purchases, store contracts, and the gun salutes at the castle.
244	244	Ordered That in Consideration of his Skill in Plantation Affaeers he have Twenty pound a Year for Looking after the Hutts, William Mash, Leonard Hunts and Walter Belvards Plantation. And that Humphry Edwards be Conside[..]ed for Looking after the Hutt Plantation for the time he was their. Their being a great want of a Surgeons Asistant and John Hosk[..]son haveing Served Some of his time with a Surgeon in England. Ordered That he be an Asistant to the Surgeon and that he be put to do his duty.	The council ordered that, in consideration of his skill in plantation affairs, Giles Hayes receive £20 0s 0d a year for looking after the Hutts, the plantations of William Marsh, Leonard Hunt and Walter Belvard. Humphrey Edwards was to be considered for his time spent looking after the Hutts plantation. There was a great want of a surgeon's assistant. John Hoskison had served some of his time with a surgeon in England. The council ordered that he be appointed assistant to the surgeon and put to his duty. The licences for selling punch had expired. The governor was of opinion that the licence be farmed out to one man and sold at public auction.

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		The Licences for Selling of Punch being Expired the Govern.r is of Opinion that the Same be farmed Out to One Man and the Same be Sold at a publick Auction. Ordered That an Advertizement be Issued Out that the Licence for Retayling of Strong Liquors will be Sold at a publick Auction on Tuesday the 15.th Instant at the Hon.ble Companys Storehouse and their haveing been bed Four Hundred Dollars for the Same it is agreed that the Same be put up at Four hundred Dollars, and Every bedder to advance Ten Dollars. Ordered That the Goa Arrack Received by the Catherene from Bombay be Sold at Five Shellings a Gallon. The Petetion of Walter Morris free Planter Setting forth that he has Fenced in his Land and Planted Wood According to Law. Humbly Prays that he may be Establisht in his property. Ordered That a Warrant be Issued Out to M.r Bazell to Measure the Same Accordingly. The Petetion of Thomas Southen Serjeant Setting forth that he has Fenced in his Own Land and Planted wood According to Law. Humbly Prays that he may be Establisht in his property. Ordered That a Warrant be Issued Out to M.r Baze[..] to Measure the Same Accordingly. The Petetion of Thomas Southen Serjeant Setting forth that he has been Tennant to Ten Acres of the Hon.ble Companys Wasteland for Severall years and has paied the Rent and Revenues Yearly but Could not Fence in the Same well in the Limited time haveing No Help and therefore humbly Prays that he may have Longer time to Fence in the Same. We knowing his Conditions very well.	The council ordered that an advertisement be issued declaring the licence for retailing strong liquors would be sold at public auction at the Company's storehouse on Tuesday 15 April 1712. Four hundred dollars had previously been bid for the licence, and the auction was to open at that figure. Each subsequent bid was to advance the price by ten dollars. The Goa arrack received by the *Catherine* from Bombay was to be sold at 5s 0d a gallon. Walter Morris, free planter, petitioned that he had fenced in his land and planted wood according to law, and asked to be established in his property. The council ordered that a warrant be issued to Bazett to measure the ground accordingly. Thomas Southen, sergeant, petitioned that he had fenced in his own land and planted wood according to law, and asked to be established in his property. The council ordered that a warrant be issued to Bazett to measure the ground accordingly. Southen also petitioned that he had been tenant of ten acres of the Company's waste ground for several years, had paid the rent and revenues yearly, but could not fence the land in the time allowed for want of help, and asked for further time. The council knew his condition very well. **Interpretations** The salary of £20 0s 0d a year settled on Hayes gives a working benchmark for the pay of a plantation overseer on the island in this period. The figure was a substantial addition to a soldier's pay and reflects the breadth of his responsibilities across four separate holdings. The recognition of Humphrey Edwards for his previous time at the Hutts shows the council distinguishing between past service that required compensation and the new arrangement going forward, with Hayes taking up the unified oversight while Edwards's earlier work on the Hutts was acknowledged separately. The licence for retailing strong liquors illustrates how the council managed monopoly rights over particular trades on the island. The right to sell punch and other strong liquors at retail was farmed out to a single licensee, who paid a fixed sum to the Company for the exclusive privilege. The licensee then recovered the cost through sales to the inhabitants and to ships' crews calling at the island. The mechanism gave the Company a predictable revenue from the retail trade without the administration having to handle the day-to-day business of sales, and gave the licensee a monopoly position from which to recoup his investment. The petitions from Walter Morris and Thomas Southen to be established in their property repeat the procedure already seen in the case of Dorothy Hayes and Richard Gurling on 28 February 1712. The petitioner having fenced his ground and planted wood as required, the council issued a warrant to Bazett to measure the holding for the lease. The mention of planting wood adds a detail not previously visible in the consultations, indicating that the standard fencing condition was supplemented by an obligation to plant trees on the holding. The requirement supported the island's deforested state by tying the grant of a lease to the planting of new trees, restoring some of the cover that had been lost to clearance and to the demands of the lime kilns. **Speculations** The decision to farm out the liquor licence at public auction, rather than negotiate privately with an interested party, suggests the council wished to maximise the price while keeping the process open and defensible. A negotiated arrangement with a single bidder would have left the council exposed to accusations of favouritism and to the suspicion that the price had been set too low. The auction procedure, with

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			a published advertisement, a fixed opening price, and a minimum bid increment, gave the transaction the appearance of competitive market discipline. The opening at 400 dollars locked in the previous round's floor as the irreducible minimum, ensuring that the new licensee would pay at least as much as the previous one had been prepared to commit.
245	245	Ordered That he have Six Months Longer time to Fence in the Said Land from the day of the date hereof and when the Said Land is Fenced in that he have there a Lease given him for the Term of One and Twenty Years. The Petetion of Daniel King Soldier Setting forth that he has Served the Hon.ble Company as a Private Centinell Four Years and upwards and Never made any Agreement with the Governour and Councell when he was Left here Out of the Ship Jane, therefore humbly Prays that he may be discharged the Said Service. Ordered That his Request be granted him and that he be discharged Accordingly. The Petetion of William Penny Soldier Setting forth that he had Share of the Hon.ble Companys Tann[..] Leather which he worked up in Shoes, and then put them in the Companys Store for the Use of the Garrison and Others. Humbly Prays that he may have Share of the Leather when any is to be had and he will work it up in Shoes and put them in the Store as formerly. Ordered That his Petetion be granted him and when any Leather is to be had he have Share of it. The Petetion of John Alexander Planter humbly praying to hire a Peece or parcell of the Hon.ble Companys Waste Land Called Sextons Ground and that he may have a Lease of the Same. Ordered That his Petetion be granted him and when the Land is Fenced in that a Warrant be Issued Out to M.r Bazett to Measure the Same and that he have a Lease there given him for the Term of One and Twenty Years. The Petetion of Mary Hoskison Wedow humbly praying that She may hire Four or Five Acres of the Hon.ble Companys Wasteland known by the Name of the Peak plain. Ordered That her Petetion be granted her upon the Conditieons following that She Fence in Four Acres of Land and No More, and if the Hon.ble Company Should have Occation for the Aforesaid Land hereafter She is to Deliver it up the Company paying her for Fencing of it and for the provisieons that is in the groun[..] or pay to have Liberty to take her provisieons out of the Ground, and She must Leave a good way to the Lemon, and when the Land is Fenced in. She have there a Lease given her for the Term of One and Twenty Years upon the Conditieons aforesaid.	The council ordered that Thomas Southen have six months from the date of the consultation to fence in his ten-acre leasehold. Once the work was complete, he was to receive a lease for twenty-one years. Daniel King, soldier, petitioned that he had served the Company as a private sentinel for four years and upwards, and had made no agreement with the governor and council when he was set ashore from the *Jane*. He asked to be discharged from the service. The council ordered his request granted, and that he be discharged accordingly. William Penny, soldier, petitioned that he had been allowed his share of the Company's tanned leather, which he had worked up into shoes and placed in the store for the use of the garrison and others. He asked to continue receiving his share whenever leather was available, on the same terms as before. The council ordered his petition granted. John Alexander, planter, petitioned to hire a parcel of the Company's waste ground known as Sexton's ground, and asked for a lease. The council ordered his petition granted. Once the ground was fenced, Bazett was to receive a warrant to measure the holding, and Alexander was to be given a lease for twenty-one years. Mary Hoskison, widow, petitioned to hire four or five acres of the Company's waste ground known as the Peak Plain. The council granted her petition on the following conditions. She was to fence in four acres and no more. If the Company had occasion for the ground in future, she was to surrender it. The Company would either pay her for the fencing and for the provisions then standing on the ground, or allow her the liberty to remove her provisions from the ground at her own cost. She was to leave a good way to the lemon trees. Once the ground was fenced, she was to have a lease for twenty-one years on these conditions. **Interpretations** Daniel King's discharge shows the position of men set ashore on St Helena from East Indiamen and pressed into Company service. King had been put ashore from the *Jane* and had taken up duty as a private sentinel without any formal agreement settling the terms of his service. After four years he sought his discharge, which the council granted without recorded discussion. The case illustrates how the garrison was assembled in part from men who had originally come ashore for reasons other than military engagement and who could leave the service when they chose, particularly where no contract had been recorded at their entry. The case of William Penny, the soldier supplying shoes from the Company's leather, follows a different pattern from the case of Samuel Price discussed on 5 February 1712. Where Price had supplied shoes from his own materials under a contract with Hoskison, with the quality so poor that the council had ordered the purchases halted, Penny worked up the Company's own tanned leather into shoes that he returned to the Company's store. The arrangement gave the Company the labour without the risk of poor materials, and gave Penny a regular allocation of leather as the raw material for his work. The contrast between the two cases shows the council had effectively two systems for procuring shoes from soldier-shoemakers, and the system based on Company-supplied leather had operated to better

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			effect than the one based on supplier-provided materials. The grant to Mary Hoskison illustrates a particular variation on the standard waste ground lease. Where most leases ran for twenty-one years on terms of fencing and rent, the conditions imposed on the widow of the deceased deputy governor included an explicit reservation of the Company's right to resume the ground at any future date. The Peak Plain lay below the Peak, the central high point of the island, and the council evidently regarded it as a parcel of strategic or productive interest that it might want back. The compromise allowed Mary Hoskison to take up the land immediately, with the security of a twenty-one-year lease, but acknowledged that the Company's prior call on the ground stood unaffected. **Speculations** The grant of the Peak Plain to Mary Hoskison on terms that combined security and reservation looks like a deliberate accommodation by the council toward the deceased deputy governor's widow. The Hoskison household had been left without its head, and the appointment of John Hoskison as surgeon's assistant earlier in the same consultation gave one form of practical relief. The grant of waste ground gave another, allowing the widow to establish a productive holding that would generate income while accommodating the Company's continuing interest in the ground. The pattern across the consultation suggests the council was actively settling the affairs of the Hoskison household on terms that supported the family while protecting the Company's institutional interests.
246	246	The Petetion of John Coulson Freeholder humbly Praying that the Fine of Five pound which he was Fined the 28.th of February Last for Contempt of the Governours Orders may be Remitted, humbly Acknowledgeing that it was done through Ignorance and not designedly. Ordered That the Fine be Releesed he acknowledging that it was done through Ignorance it being the First Fault, and not done designedly. The Petetion of James Vesey Montross Setting forth that M.r Bazell has Measured his Land and findes that he has Four Acres more then his Complement humbly Prays that he may hire the Four Acres of the Hon.ble Company That he may have a Lease of the Same, and that he may prove his Title to Ten Acres of Free Land. Ordered That his Title be Engueired into, and his Petetion granted him. Robert Mash Free Planter humbly Prays that he may have the L[..]berty to Dig Stones out of Beales Orphan[.] Land to make up the Fences between him and the Cheldren it being No Detriment to the Land. Ordered That his Request be granted him. Orlando Bagley and Richard Swallow Executors of the Last Will and Testament of Thomas Bagley Planter deceased brought this Day his Last Will in Order of haveing the Same proved which was Accordingly done by the Oaths of William Slaughter, and James Vesey. Ordered That the Same be Received and Approved of and Coppy'd in a book for that Purpose and Coppys given when Demand[..]d. The Petetion of John Bagly Free Planter Setting forth that he has Fenced in his Land and Planted wood According to Law. Humbly Prays that he may be Establisht in his property. Ordered That a Warrant be Issued Out to M.r Bazell to Measure the Same Accordingly	John Coulson, freeholder, petitioned for the remission of the fine of £5 0s 0d imposed on him on 28 February 1712 for contempt of the governor's orders. He acknowledged that the offence had been committed through ignorance, not by design. The council ordered the fine released. The offence was a first one and had not been deliberate. James Vesey, matross, petitioned that Bazett had measured his land and found four acres more than his proper complement. He asked to hire the four acres from the Company on a lease, and to prove his title to ten acres of free land. The council ordered that his title be inquired into and his petition granted. Robert Marsh, free planter, asked leave to dig stones out of the land of Beale's orphans to make up the fences between him and the children, the work being no detriment to the land. The council ordered his request granted. Orlando Bagley and Richard Swallow, executors of the last will and testament of Thomas Bagley, planter, deceased, brought in the will to be proved. William Slaughter and James Vesey swore to it. The council ordered the will received and approved, copied into the register, and copies issued on demand. John Bagley, free planter, petitioned that he had fenced in his land and planted wood according to law, and asked to be established in his property. The council ordered a warrant issued to Bazett to measure the ground accordingly. **Interpretations** The release of John Coulson's fine illustrates how the council managed disciplinary matters within a framework of acknowledged practice. The original penalty of 28 February 1712 had been imposed for repeated failure to attend as overseer of the highways, and the council had treated the absence as contempt of the governor's orders. Coulson's subsequent acknowledgement that the offence had been committed through ignorance, combined with the council's note that it was a first fault and not done deliberately, supplied the grounds for remission. The procedure

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			shows that fines on first offenders were treated as corrective rather than punitive, with admission of fault and willingness to apologise sufficient to secure release once the immediate point had been made. James Vesey, identified as a matross, joins the list of garrison personnel who held private land alongside their military duties. Matrosses had appeared earlier in these consultations as both landholders and shoemakers within the same garrison economy. The discrepancy of four acres between Vesey's actual holding and his proper complement points to a routine difficulty in the land system. Boundaries laid down at the original grant could shift with new fencing, or original measurements could have been imprecise, and the surveying of a holding for a confirmation lease revealed the actual area enclosed. The council's response, requiring him to hire the surplus on a separate lease from the Company while inquiring into his title to the ten acres he claimed as free land, treated the discrepancy as an opportunity to bring the holding under formal documentary control. The distinction between free land and land held on lease from the Company recurs throughout the consultations and represents the fundamental division in the property system of the island. Free land was held in freehold by the planter, with the title belonging to him and his heirs subject only to the customary obligations of fencing, tree planting and intestate succession rules. Leasehold land was held from the Company for terms typically of twenty-one years, with rent and other obligations attached. A planter could hold both kinds of land in the same holding, as Vesey's case shows, with the boundaries between the two requiring careful inquiry where they had become unclear. **Speculations** The release of Coulson's fine on grounds of ignorance and first offence suggests the council had reflected on the original penalty and recognised the value of giving the offender a path back into good standing. A planter and overseer of the highways was a man whose continuing cooperation the administration needed, and an irrecoverable fine would have left him estranged from the council with no incentive to take up the duties of his office. By accepting his acknowledgement and remitting the penalty, the council preserved the principle that contempt of orders would be punished while allowing the working relationship to be restored. The pattern is consistent with the general administrative approach visible across these consultations, where formal sanctions were imposed sparingly and were often softened when the underlying purpose had been achieved.
247	247	Island St Helena At a Consultation Held on Thurs day the 5.th day of June 1712. At the United Castle in James Valley. Benjam.n Boucher Esq.r Gov.r Pres.t John Pack 2.d in Councill Matthew Bazett 3.d in Coun.ll Whereas the Honourable Companys Plantation and Pasture Lately Purchased of Walter Belvard (who went off y.e Island in the Shipp Success) having received Damage by Cattle and Hoggs belonging to the Neighbourhood and thereby the Fences and Walls being Daily break Downe to the ground, notwithstanding all Imaginable Care to Prevent y.e Same And for that Jane Mudge w[..] being the greatest Trespasser hereon was Summoned to appear before us this day, who being now present was askt, why She Suffered her Cattle to Do the Honour Shipp any Damage in their Plant ations, answerd that She being a Single Woman and witha[..]ll Antient could not use any means to help it, Saying She has Seen Cattle therein belonging to other persons Severall Times, when the Walls was Downe.	At a consultation held on Thursday 5 June 1712 at the United Castle in James Valley, Governor Benjamin Boucher presided. Present were John Pack as second in council and Matthew Bazett as third in council. The Company's plantation and pasture lately purchased of Walter Belvard, who had departed the island in the *Success*, had received damage from cattle and hogs belonging to the neighbours. The fences and walls were daily broken down to the ground, notwithstanding every care to prevent it. Jane Mudge, widow, the greatest trespasser, was summoned to appear before the council that day. Asked why she had suffered her cattle to do the Company damage in its plantations, she answered that she was a single woman and elderly and could do nothing to prevent it. She said she had several times seen cattle belonging to other persons on the ground when the walls were down. Giles Hayes, appointed to oversee the Company's plantations on that side of the island, said that the walls had not been down except where the cattle had broken

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		Giles Hayese who is appointed to oversee the Said Hono.ble Comp.as Planta tions on that Side y.e Island Says that the Walls has not been Downe to his Certaine knowledge, but what the Cattle breaks Downe, and beleives Mistriss Mudges Trespasses there oftner then any other of y.e Neighbo[..]rs. Ordered. That the Said Jane Mudge for this Time be Dismist w.th only a Severe Check, and Admonished to Take more care to Prevent any future Damage by her Cattle or Hoggs, Upon Pain of being Dealt with, as a Trespasser. And for that the Said Plantation Lying very Remoete and great Distance from any the Honou.ble Companys other Plantations and Consequently Lyable to much Damage by Hoggs & Cattle, besides a Continuall Trouble and Charge in mending and repairing the Fences daily and thereby others of greater use Neglected. It is the opinion of Govern.r & Councill, That the afore.d Plantation & Land be Either Sold or Lett by the year as also the House in Fort James Valley and that an Advertizement be Issued out Accordingly. on	them down. He believed Mudge's cattle trespassed more often than those of any other neighbour. The council ordered that Mudge be dismissed for this time with a severe check, and admonished to take greater care to prevent any future damage by her cattle or hogs, on pain of being dealt with as a trespasser. The plantation lay very remote and at a great distance from the Company's other plantations, and was therefore liable to much damage from hogs and cattle, besides a continual trouble and charge in mending and repairing the fences, by which other holdings of greater use were neglected. The governor and council were of opinion that the plantation and land be either sold or let by the year, together with the house in Fort James Valley, and that an advertisement be issued accordingly. **Interpretations** The seating of the council shows another upward movement. Pack now sits as second in council and Bazett as third, while Griffith, who had been third in council on 8 April 1712, is no longer recorded as present. The body now operates as a council of three under the governor. The pattern of movement, with each councillor advancing by one place at successive sittings, suggests the administration was systematically working down the seniority list as positions fell vacant, rather than filling the gaps with new appointments from outside. The decision to sell or let the Belvard plantation reverses the policy that had guided the council's land purchases since November 1711. The administration had been building a consolidated estate around the Hutts, with the Marsh, Hunt and Belvard acquisitions forming successive pieces of a single holding. The reasoning now given for disposing of the Belvard plantation, that it lay remote and at a great distance from the Company's other plantations, distinguishes it from the consolidated estate and identifies it as an outlying holding that did not fit the strategic pattern. The consolidation policy was being applied with sufficient discrimination to allow for the disposal of holdings that fell outside the contiguous block, regardless of the recent date of their purchase. The reference to a continual trouble and charge in mending and repairing the fences, by which other holdings of greater use were neglected, gives the operational reasoning behind the decision. Hayes's time was limited, and the labour available for fence maintenance was finite. A remote plantation that drew labour away from the main consolidated estate represented a poor use of resources, particularly where the principal cause of damage was the livestock of unsupervised neighbours rather than any deficiency in the original enclosure. The council's choice to dispose of the holding rather than continue to repair it was a recognition that the plantation could not be defended at acceptable cost. **Speculations** The choice to dispose of the Belvard plantation rather than the more recently acquired Marsh and Hunt estates points to the operational logic of consolidation. The Marsh and Hunt holdings adjoined the Hutts and formed a contiguous block, while the Belvard ground sat apart on the other side of the island. The council was prepared to keep estates that could be managed together as a single operation, but not estates that required separate oversight at a distance. The pattern suggests that the consolidation strategy was built around the practical requirements of supervision and fence maintenance rather than on the simple accumulation of acreage.

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248	248	On the Sixth day of May Last it pleas'd God to remove M.r Daniel Griffith third in Councill by Death Island St Helena At a Consultation Held on Thurs day the 26.th Day of June 1712 At the United Castle in James Valley. Benjam:n Boucher Esq. Gov.r Pres.t John Pack 2.d in Coun.ll Matt:ew Bazett 3.d in Coun.ll There haveing been no Wine on the Island for some Time Past, and a Sort of Liquor much Desired by most of y.e Inhabitants, It is agreed and Accordingly Ordered. That the quantity of Seven or Eight Pipes of Modera Wine be bought of Capt.n Isaac Cook Comander of her Majestes Ship Leopard at Twenty Pound per Pipe and no more, which is the Lowest rate we can get it at.	Daniel Griffith, third in council, died on 6 May 1712. The note appears in the consultation record to mark the change in the body's composition. At a consultation held on Thursday 26 June 1712 at the United Castle in James Valley, Governor Benjamin Boucher presided. Present were John Pack as second in council and Matthew Bazett as third in council. There had been no wine on the island for some time, and the inhabitants greatly desired it. The council ordered that seven or eight pipes of Madeira wine be bought from Captain Isaac Cook, commander of Her Majesty's Ship *Leopard*, at £20 0s 0d per pipe and no more. This was the lowest rate at which the wine could be obtained. **Interpretations** The death of Daniel Griffith on 6 May 1712 removed the third in council, leaving the body further reduced. With Hoskison's death on 7 March 1712 the council had moved from a body of five under the governor to a body of four. The death of Griffith now reduces it to three. The pattern of attrition within a few months had stripped the administration of two of its senior officers and left the governor with only Pack and Bazett at his side. The fifth seat, vacated by Hoskison, had not been filled, and the third seat, now vacated by Griffith, was occupied by Bazett moving up from his previous position. No replacement was being made from outside the existing body, which confirms the practice of referring senior appointments to London while the council operated with whatever members remained. Griffith's role across the consultations of this period had been substantial. He had been the principal partner of Bazett in the survey of the Company's plantations ordered on 7 March 1712, after Hoskison's death, and had been jointly charged with Bazett to draw up the general letter to the directors by the *Success*. He had also been ordered, on 8 April 1712, to draw up the charge against John Alexander, purser, and the indictment against Carne for keeping goats on the Half Way Tree Common. His death came at a moment when several pieces of significant business had been entrusted to him, and the consultations that follow will presumably show how those tasks were redistributed. A pipe was a standard measure for wine, holding roughly 105 imperial gallons. Seven to eight pipes therefore came to between 735 and 840 gallons of Madeira at a total cost of £140 0s 0d to £160 0s 0d. The price per gallon worked out at a little under 4s 0d, which the council described as the lowest rate it could get. By comparison, the consultation of 12 March 1712 had set the sale price of arrack carried by the *Success* at 7s 0d a gallon and the Goa arrack from the *Catherine* at 5s 0d a gallon as ordered on 8 April 1712. The wholesale price of the Madeira was therefore well below the retail rate of arrack on the island, which left a margin for the council to add when reselling the wine to the inhabitants. **Speculations** The opportunistic character of the Madeira purchase, dependent on the chance arrival of a Royal Navy ship with stock to spare, illustrates how the island's commercial supply remained vulnerable to interruptions in the Company's own shipping. The Madras and Bengal trade brought reliable consignments of arrack, sugar and piece goods, but European products such as wine depended on either a dedicated Company shipment or on the opportunism of visiting captains willing to part with their private stock. The absence of wine for some time past, broken only by the *Leopard*'s call, shows that the settlement was always partly at the mercy of irregular supply.

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249	249	Island St Helena At a Consultation Held on Fryday the 18.th Day of July 1712. At the United Castle in James Valley. Benjam:n Boucher Esq.r Gov.r Pres.t John Pack 2.d in Councill. Matt:ew Bazett 3.d in Coun.ll M.r Richard Skingle Passanger on board the Ship Hester Delivered this day the following Letter. To the R.t Worship.ll Benj.n Boucher Esq.r Govern.r & Coun.ll of S.t Helena. Worp.ll S.rs: The Late Govern.r and Coun.ll of this Place haveing formerly Sent from hence to Bengorlin Two y[..]ng Gentlewomen Ann and Mary Colgrave on whose request I then Governo.r of Said Place did Asist them with the Sume of Two Hundred Spannish Dollars or Fifty Pounds Sterling for which they gave there Bills of Exchange on the then Govern.r of this Place Two of which not comeing to hand Now Tender the third to M.r John Alexander Pregier to the Said Gentlewomens Estate which understaning is Sufficient to answer Said Demand Request your Worsp.s will please to order the Same to be Discharged which will Prevent my giveing Trouble to the Estate of Said Persons and highly oblige Worp.ll S.rs St Helena July y.e 16. 1712 Yo.r most Humble Servant. Rich.d Skingle Upon Consideration of which and the Said Third bill of Exchange being now Produced, and Signd by the before Named Ann and Mary Colgrave. Ordered.	At a consultation held on Friday 18 July 1712 at the United Castle in James Valley, Governor Benjamin Boucher presided. Present were John Pack as second in council and Matthew Bazett as third in council. Richard Skingle, passenger on board the *Hester*, delivered the following letter. The letter, addressed to the governor and council of St Helena and dated 16 July 1712 from the island, set out that the previous governor and council had sent Ann and Mary Colgrave, two young gentlewomen, from St Helena to Bencoolen. On their request, Skingle, then governor of Bencoolen, had assisted them with 200 Spanish dollars, equivalent to £50 0s 0d sterling. They had given him bills of exchange on the governor of St Helena for the sum. Two of the bills had not reached him. He now tendered the third bill to John Alexander, procurator to the gentlewomen's estate, which he understood to be sufficient to answer the demand. He asked the council to order payment, which would spare him the trouble of pursuing the estate of the persons concerned. The third bill of exchange, signed by Ann and Mary Colgrave, was produced before the council. **Interpretations** Richard Skingle is identified in his own letter as the previous governor of Bencoolen, the English East India Company settlement on the western coast of Sumatra. Bencoolen had been established in 1685 after the Dutch had expelled the English from Banten, and served as the Company's principal pepper-trading station in the East Indies. The transit of personnel between St Helena and Bencoolen formed part of the Company's wider eastern network, and Skingle now appeared on St Helena as a passenger on the *Hester*, presumably travelling home to England by way of the standard homeward route. The case of Ann and Mary Colgrave shows how the Company's settlements supported each other in matters of credit between settlers. The two gentlewomen had travelled from St Helena to Bencoolen and on their arrival had drawn on Skingle for funds against their estate at home. He had advanced them 200 Spanish dollars or £50 0s 0d sterling, taking three bills of exchange on the governor of St Helena as his security. The use of multiple bills, presumably travelling by different ships, was a recognised protection against the loss of any single document on the long voyage. The arrival of only the third bill at St Helena confirms that the precaution had been justified. The Spanish dollar at this period was valued at 5s 0d sterling, which gives the conversion of 200 dollars to £50 0s 0d exactly. The dollar circulated as a working coin throughout the Company's eastern settlements and was an established alternative to sterling for transactions of this kind. The use of the dollar in the advance to the Colgraves at Bencoolen, and the conversion to sterling in the bill of exchange on St Helena, illustrates the dual-currency operation of the Company's settlements where local payments used dollars and metropolitan settlements were reckoned in sterling. A bill of exchange was a written order by which one party directed another to pay a sum to a third on presentation. Skingle as drawee was now presenting the bill at St Helena for payment, having advanced the funds at Bencoolen on the strength of the Colgraves' instructions. The mechanism allowed long-distance credit transactions to be settled without the physical movement of coin, and the practice of drawing three bills by separate routes gave the holder reasonable certainty of eventual presentation. The reference to John Alexander as procurator to the Colgraves' estate identifies the man who held the legal authority to manage their property on the island. A procurator acted as an agent or attorney with power to

BL Image No.	Document No.	OCR Transcription	Modern Interpretation
			receive money, pay debts, and deal with property on behalf of the principal. The Colgraves had left their affairs in his hands when they departed for Bencoolen, and the bill of exchange was now to be answered out of the estate he managed. The procurator's position made him the practical counterparty to the bill, since the Colgraves themselves were absent from the island. The surname Colgrave matches that of Eleanor Colgrave, the widow of Gilbert Colgrave whose will had been proved before the council on 9 January 1712. Ann and Mary Colgrave may have been daughters of the deceased Gilbert Colgrave, with their estate on the island deriving from his disposition in his will. If so, the Colgrave family had moved from probate proceedings in January 1712 to an active commercial relationship between the surviving daughters at Bencoolen and the procurator managing their property on St Helena. The case shows how a family inheritance could give the female heirs the basis for independent travel and credit, supported by an attorney on the home island. Skingle's offer to spare the council the trouble of pursuing the Colgraves' estate, by accepting payment from the procurator directly, suggests that he was treating the bill as a routine commercial obligation rather than a contested claim. The procurator's standing as agent for the estate gave him the authority to pay, the bill provided documentary evidence of the underlying debt, and the council's order would convert the private transaction into a recognised settlement on the public record. The arrangement combined the convenience of the parties with the formal authority of the council to confirm the payment. The council's response, deferred at the end of the recoverable text, would presumably have followed the standard procedure of ordering payment against the procurator on production of the bill. Both Pack and Bazett were experienced in the procedural handling of such matters, and the absence of any complication in the case as presented would have allowed a straightforward order.
250	250	That the Said M.r Alexander Execu.r to their Estate Pay the Said M.r Richard Skingle The Sume of Fifty Pounds, According to the Tenor of Said Bill of Exchange and Take a receipt Accordingly which Shall be his Sufficient Discharge. Island St Helena At a Consultation Held on Thurs day the 24.th day of July 1712 At the United Castle In James Valley. Benjam:n Boucher Esq.r Gov.r Pres.t John Pack 2.d in Councill Matth:ew Bazett 3.d in Coun.ll Whereas in Consultation Held on Thursday the 5.th of June Last twas for reasons therein Mentioned Ordered, That an Advertizement Should be Issued out to give Notice that the House, Land & Provisions Lately bought of Walter Belvard would be Either Sold or Lett by the Yeare Accordingly Robert Bell Free Planter and Mason appeared this day and Desired to Purchase the Country House Land & Provisions Sceituate in quid Valley Which Lying very remote and great Distance from any other of Honour.ble Companys Plantations, Have thought fitt for the good and Advantage of the Said Honoura.ble Lords Proprietors and Accord ingly have bargained and agreed with the Said Bell as followeth. That he have aforesaid Premises at y.e Vallue and Pric[..] of Two Hundred Pound Allowing him Two years for Payment Paying after y.e Rate of Eight Pound per Cent for Annu[..] for the Principle giveing two Sufficient Men for Security thereof which y.e Said Bell is to produce by next Council[.] day and then a Deed of Bargaine and Sale to be Delivered him Accordingly. Likewise Richard Tinsley Sob: desired to buy the House in James Valley which we Vallue at Forty Pound of	The council ordered that John Alexander, executor to the Colgraves' estate, pay Richard Skingle the sum of £50 0s 0d according to the tenor of the bill of exchange. He was to take a receipt, which would serve as his sufficient discharge. At a consultation held on Thursday 24 July 1712 at the United Castle in James Valley, Governor Benjamin Boucher presided. Present were John Pack as second in council and Matthew Bazett as third in council. The council had ordered on 5 June 1712 that an advertisement be issued giving notice that the house, land and provisions lately bought of Walter Belvard would either be sold or let by the year. Robert Bell, free planter and mason, appeared that day and asked to purchase the country house, land and provisions situated in Squid Valley. The plantation lay very remote and at a great distance from any of the Company's other holdings, and the council had judged it for the good and advantage of the Lords Proprietors to dispose of it. The council bargained and agreed with Bell as follows. Bell was to have the premises at the value of £200 0s 0d, with two years allowed for payment. He was to pay 8 per cent per annum on the principal, and to produce two sufficient men as sureties by the next council day, at which point a deed of bargain and sale would be delivered to him. Richard Tinsley, soldier, asked to buy the house in James Valley, which the council valued at £40 0s 0d. He offered to pay £30 0s 0d immediately and £10 0s 0d on 25 March 1713. **Interpretations**

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		which he offers to Pay Thirty pound Immediatly, and Ten pound more on y.e 25 day of March next Ensuing. Ordered.	Alexander's role as executor to the Colgraves' estate, against which Skingle's bill was drawn, gives the formal description of the position recorded in the previous consultation as procurator. The two terms appear to have been used interchangeably to describe the same agency arrangement. The executor took receipts for sums paid, which served as his sufficient discharge before the council, and the documentary record of the payment formed part of the estate's accounts. The terms agreed with Robert Bell give a working benchmark for the disposal of Company plantations to private buyers. The price of £200 0s 0d for the holding compares with the £227 0s 0d originally paid to Walter Belvard in March 1712, which had comprised £145 0s 0d for the ten acres and standing yams, £40 0s 0d for two slaves, £16 0s 0d for seven cattle and £10 0s 0d for twenty hogs, plus £32 0s 0d for the house in Fort James Valley. The slaves and livestock were not part of the present sale to Bell, which covered only the country house, land and provisions in Squid Valley, and the price reflected the reduced inventory. By comparison with the £145 0s 0d originally paid for the land and provisions alone, the £200 0s 0d agreed with Bell represented a useful margin for the Company over its original outlay, presumably reflecting both the standing crop and the subsequent improvement of the holding. The two-year credit at 8 per cent per annum identifies the standard terms on which the council financed sales of property to private purchasers. The same rate of 8 per cent had been recorded on 27 November 1711 in the loan to William Porteous against security for the £100 0s 0d he owed to Marsden. The repetition of the rate in the present transaction confirms that 8 per cent was the settled commercial rate on the island for credit advanced by the Company against approved security. The requirement of two sufficient sureties gave the council a backup against default, with the personal guarantee of two solvent inhabitants standing behind Bell's primary obligation. **Speculations** The decision to dispose of the Belvard plantation by sale to a private purchaser, rather than by letting it on an annual tenancy, suggests that the council preferred a clean separation from the holding rather than continued involvement as landlord. A one-year tenancy would have generated rent but would have left the Company exposed to continuing responsibility for the title and to renewed difficulties at the end of each year. A sale on credit terms converted the holding into a fixed receivable, with the buyer assuming all future risk of maintenance, trespass and the relations with neighbouring livestock owners that had prompted the disposal in the first place.
251	251	Ordered That the Said Tinsley give Credit to y.e Honour.ble Comp.y for y.e Sume of Thirty pound According to his offer and bond for the other Ten Pound to be pa[..]d as aforesaid and that he Take Posses[..]on of the House Accordingly. Jonathan Doveton Free Planter Presented a Petition Setting forth That Since he had Deeds and Leases granted for his Lands then in Posses[..]on Hath Purchased Ten Acres more formerly his Fathers, which being Enclosed, Humbly Prayes the Same may be measured and he Conf[..]rmed & Establish'd in his Property. Ordered. That M.r Baze[..] have Warrant to Measure Said Land Accordingly and then the Title to be Examined into and y.e owner to be Conf[..]rmed in his Property. Richard Gurling Free Planter and Nicholas Shreve Stone Cutter brought this Day the Last Will and	I'll review the submitted text and prepare the rewrite according to the established conventions. The council ordered Tinsley to credit the Honourable Company the sum of £30 in line with his offer and bond, with the remaining £10 to be paid as previously arranged. He was to take possession of the house accordingly. Jonathan Doveton, free planter, presented a petition stating that since his lands had been granted to him by deed and lease, he had purchased a further ten acres formerly held by his father. The ground was now enclosed, and he asked that it be measured and his title to it confirmed. The council ordered Mr Bazett to be issued a warrant to measure the land. Once measured, the title was to be examined and Doveton confirmed in his property. Richard Gurling, free planter, and Nicholas Shreve, stone cutter, brought before the council the last will and

BL Image No.	Document No.	OCR Transcription	Modern Interpretation
		Testament of Geo.ge Northen Stone Cutter deceased in order to to prove the Same which was Accordingly done by the oaths of Thomas Southen Serj.t and James Wilson Gunners Mate who made oath That they Saw the Said Northen Signe Seale and Deliver Said Will, and that they knew of no other Either in word or Writing. Ordered. That the Said Will be re[.] and approv[..]d of By the oaths of y.e Persons before Named and Coppy'd out in a book for that Purpose and coppys given when Demanded. Mary the wife of Robert Leech free Planter deceased with his Executors brought this day his Last Will and Testament in order to prove y.e Same which was Accordingly done by the oaths of Robert Gurling, and John Marsh who made oath they Saw the Said Decea[..]'d Robert Leech Signe Seale and Deliver y.e Same as his Last Will and Testam.t and knew of no other. Ordered. That the Said Will be receiv'd and approv[..]d of Accordingly and coppy'd out into a Book for that Purpose and Co[..]ys given when Demand[..]d. James Vesey Quarter Gun.r Petitioned this day praying to be Discharg[..]d the Hono.ble Companys Service haveing Serv'd Longer then his Contract[..]d Time Ordered. That his request be granted and y.e Eldest Montross to Act in his Stead. Ordered That for the Preservation of the Game on this Island The following Advertize ment be Issued out.	testament of George Northen, stone cutter, deceased, in order to prove it. The will was proved by the oaths of Thomas Southen, sergeant, and James Wilson, gunner's mate, who swore that they had seen Northen sign, seal and deliver the will, and that they knew of no other, whether spoken or written. The council ordered the will to be received and approved on the oaths of the two witnesses, copied into a book kept for that purpose, and copies provided when requested. Mary, wife of Robert Leech, free planter, deceased, attended with the executors and brought the last will and testament of her husband in order to prove it. The will was proved by the oaths of Robert Gurling and John Marsh, who swore that they had seen Leech sign, seal and deliver it as his last will and testament, and that they knew of no other. The council ordered the will to be received and approved, copied into a book kept for that purpose, and copies provided when requested. James Vesey, quarter gunner, petitioned the council asking to be discharged from the Honourable Company's service, having served beyond his contracted time. The council granted his request and directed that the eldest matross act in his place. For the preservation of the game on the island, the council ordered the following advertisement to be issued. **Interpretations** The £30 credit and £10 bond arrangement with Tinsley shows how the Company financed the transfer of housing stock to private hands by extending credit secured against the buyer's bond. The property changed possession before full payment was made, with the outstanding sum carried on the books as a debt to the Company. This reveals the Company acting as both seller and creditor, retaining a financial hold over the purchaser even after handover. Jonathan Doveton's petition illustrates how landholding on the island was secured through a two-stage process. Possession by inheritance or purchase was not enough on its own. The land had to be surveyed by a warrant officer, the title examined by the council, and a formal confirmation entered before the holder was recognised as the owner. This procedure gave the council direct control over the boundaries and legitimacy of every private holding. James Vesey's discharge as a quarter gunner once his contracted time had expired shows that service in the Company's garrison was governed by fixed-term contracts. Release was not automatic at the end of the term but had to be petitioned for and granted by the council, which then promoted from within the ranks. The eldest matross stepping into the vacancy reflects a seniority-based promotion system within the artillery. **Speculations** The council's decision to release Vesey and fill his post by promoting the eldest matross suggests a deliberate preference for internal advancement over fresh recruitment. Promoting the longest-serving matross rewarded length of service, kept the gun crews staffed from men already trained on the island, and avoided the delay and expense of bringing in a replacement from outside.
252	252	Island St Helena. By the Govern.r and Councill An Advertizement. Whereas Severall Advertizements hath been Published heretofore for the Preservation of the Game on this Island and whomso[..]ver offending therein was for the first off[..]nce Fined the Sume of Ten or Fifteen Shillings at the most. But finding these Moderate and Low fi[..]es hath not been Sufficient to Restrain and	Island of St Helena. By the Governor and Council. An advertisement. Several earlier advertisements had been issued for the preservation of the game on the island. Anyone offending against them had been fined ten or fifteen shillings at most for a first offence. These low fines had not been enough to stop a number of people from going out shooting at their pleasure, in contempt of the

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		Prevent Severall Persons Tak[..]ing the Liberty and Previl[..]dge of going a Shooting at their own Pleasure in Contempt of Said Advertizements, as well as the Honoura.ble Lords Propri etors orders. These are therefore Strictly to prohibit, and forbid all and every Person or Persons whatsoever to Walk with or Carry a Gun, Shoot, Kill, or Destroy any Partridges, Guiney Hens, Pigeons, Turtle Doves or any other Game or take and Destroy their Eggs or Young ones (Except Such as Shall be found within their own Inclosed Land, and Plantations) Upon Penalty of haveing their Gun Seized and Forfeited to the Seazer. And in case any person is Seen to Shoot Kill or Destroy contrary hereunto Shall for the First off[..]nce be fined the Sume of Forty Shillings, One Moiety thereof to the In[..]ormer as an Encouragem.t to bring Such Irregular Proce[..]dings to Light and for [.]everall ill Disposed Persons (as we have reason to beleive hath been too frequently Practised) may take the opperturnity of Shoot[..]ing without being Discove[..]ed Unl[..]ss by Blacks whose Evidence the right Invalid Shall for this red[..]on Look upon Such a Blacks Information to be good, if not himself or Master Prejudiced to the Person offending And further we by hereby require and Comand all officers & Soldiers belonging to the Garrison To Seize any Gun or Guns and bring the offender or offendors Immediatly before the Govern.r And that no person or persons whatsoever do hereafter Presume to go a Shooting Contrary to this Prohibition without a Lycence in Writing for So doeing under the Govern.r own ha[..]d Mentioning the Time allowed f[..]r Shooting which being Expired, and any Person afterwards offending to incur the Penn[..]ties above Mentioned. Dated at y.e United Castle in James Valley this 25.th Day of July 1712. Signd p.r order of Gov.r & Coun.ll p.r me. J.n Alexander	advertisements and of the orders of the Honourable Lords Proprietors. The council therefore strictly forbade any person to carry a gun, or to shoot, kill or destroy any partridges, Guinea hens, pigeons, turtle doves or other game, or to take or destroy their eggs or young, except on their own enclosed land and plantations. The penalty was forfeiture of the gun to whoever seized it. Anyone caught shooting, killing or destroying game contrary to the order was to be fined forty shillings for a first offence. Half of that sum was to go to the informer as an encouragement to bring such offences to light. Since the council had reason to believe that ill-disposed persons had often taken the chance to shoot unseen except by slaves, whose evidence would otherwise count for nothing, the council ruled that a slave's information was to be accepted as good, provided neither the slave nor the master had a grievance against the accused. All officers and soldiers of the garrison were required and commanded to seize any gun used in breach of the order and to bring the offender immediately before the governor. No person was to go shooting in future without a written licence under the governor's own hand, stating the time allowed for shooting. Once that time expired, any further offence carried the penalties set out above. Dated at the United Castle in James Valley, 25 July 1712. Signed by order of the Governor and Council, by me, John Alexander. **Interpretations** The advertisement reveals the council using public proclamation as the standard means of regulating private conduct on the island. The reference to earlier advertisements shows that game preservation had been pursued through a sequence of escalating orders, with the council raising the penalty from ten or fifteen shillings to forty shillings once the lower fines proved ineffective. This is a working record of how local lawmaking on the island was adjusted in response to non-compliance, rather than reformed by fresh authority from London. The informer's share of half the fine is a standard early modern device for enforcement in places where there is no routine police presence. By giving the informer a direct financial stake in conviction, the council shifted the work of detection onto private hands and made enforcement self-funding. The forty-shilling fine produced a twenty-shilling reward, a substantial sum that put real money behind the system. The ruling on the evidence of slaves is the most significant feature of the order. As a rule, the testimony of a slave against a free person was not admitted in the English colonial courts of the period. The council expressly set that rule aside for this purpose, on the practical ground that offenders were taking care to be seen only by slaves. The safeguard against malicious accusation was narrow: the information was good unless the slave or the master had a grievance against the accused. The effect was to make slaves a recognised channel of enforcement against free planters, while keeping the master's interest as the test of reliability rather than the slave's own standing as a witness. **Speculations** The decision to admit the evidence of slaves against free planters in this specific context, while leaving the general rule against such evidence untouched, suggests the council was carving out a narrow exception rather than reforming the law of testimony. The exception was driven by a practical problem: offenders were timing their shooting to be seen only by slaves, knowing that slave evidence would not stand. By admitting slave information only for breaches of the game order, and

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			only where neither slave nor master had a grievance against the accused, the council closed the evidential gap without disturbing the wider hierarchy of testimony on which planter society rested.
253	253	Island St Helena. At a Consultation Held on Tuesday the 2.d day of Septemb.r 1712 At y.e United Castle in James Valley. Benjam:n Boucher Esq. Govern.r Pres.t John Pack 2.d in Councill Matth:ew Baze[..] 3 in Coun.ll Thomas Cason Ensign Petition[..]d this day Humbly praying to become a Tennant to the Honourable Lords Proprietors for a parcell of Cabbage Tree Land conta[..]ning about Six or Eight Acres formerly in the Posses[..]on of Henry We[..]ley for a pasture to Pres[..]rve his Cattle a Live in dry weather. Ordered. That the Said Ensign Casons request be gra[..]ted the Said Land being of no use to the Said Lords Proprietors it Lying Severall Miles from any their other Plantati ons, and that when the Same is Fenced in and meas[..]red he have a Lease for Twenty one years. Likewise John Coles Free Planter Humbly Petition[..]d to become a Tennant to the Said Hono.ble Lords Proprietors for about Eight Acres of their Waste Land Lying in Sandy bay adjoyning to Rob.t Boddis & James Greentree, who hath Already Inclos[..]d their Lands. Ordered. That the Said John Coles Petition be granted, and that when Said Land is Fenced in and measured he have a Lease for y.e Same for the Terme of 21 years. M.r Richard Gurling Free Planter made an offer of Three Hundred pounds for the House and Land formerly Mary Easth[..]pes which the Govern.r Laid before the Councill, and Cons[..]dering it would be more for the Honoura.ble Comp.a[.] Proffit to Sell then keep the Same do Una[..]imously Agree and Accordingly Order That the Said Richard Gurling have y.e aforesaid House and Land at the Rate before mentioned (being nin[..]ty Pounds more then it first cost) and that a Deed of Sale be Drawn Accordingly, and Deliver[..]d y.e Said Gurling with Posses[..]on thereof. Charles	Island of St Helena. At a consultation held on Tuesday 2 September 1712 at the United Castle in James Valley. Present: Benjamin Boucher Esquire, governor; John Pack, second in council; Matthew Bazett, third in council. Ensign Thomas Cason petitioned the council to become a tenant of the Honourable Lords Proprietors for a parcel of cabbage tree land of about six or eight acres, formerly held by Henry Wesley. He wanted it as pasture to keep his cattle alive in dry weather. The council granted the request. The land was of no use to the Lords Proprietors, lying several miles from any of their other plantations. Once Cason had fenced and measured it, he was to have a lease for twenty-one years. John Coles, free planter, also petitioned to become a tenant of the Lords Proprietors for about eight acres of their waste land in Sandy Bay, next to the holdings of Robert Boddis and James Greentree, both of which had already been enclosed. The council granted his petition. Once Coles had fenced and measured the land, he was to have a lease for twenty-one years. Mr Richard Gurling, free planter, offered £300 for the house and land formerly held by Mary Easthope. The governor laid the offer before the council. Considering that it would be more profitable to the Honourable Company to sell the property than to keep it, the council unanimously agreed. The council ordered that Gurling have the house and land at that price, which was £90 above what the property had first cost the Company. A deed of sale was to be drawn up and delivered to Gurling, along with possession of the property. **Interpretations** The two tenancy grants to Cason and Coles show the standard mechanism by which marginal land on the island passed from the Lords Proprietors into productive use. The land remained the property of the Company, but a twenty-one-year lease, conditional on the tenant enclosing and measuring the ground at his own cost, transferred the practical use of it for a working lifetime. The council carried the costs of survey and fencing onto the tenant, and gained an enclosed, surveyed and productive holding without spending Company funds. The reasoning given for Cason's grant, that the land was of no use to the Lords Proprietors because it lay several miles from any of their other plantations, shows the council distinguishing between core estate that the Company worked directly and outlying ground that it preferred to lease out. Distance from the home plantations was treated as the decisive test. This reflects the practical limits of supervising scattered holdings with a small establishment of Company servants. The sale of the Easthope house and land to Gurling for £300 is reported with the express note that this was £90 above the original cost to the Company. The council was tracking the historic cost of its property and measuring proposed sales against it, and treated a sale at a recorded profit as a sufficient justification in itself. The decision rested on a comparison of revenue from sale against the burden of continuing to hold the asset, and was taken unanimously. **Speculations** The council's decision to sell the Easthope property at £90 above its original cost, rather than continue to

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			hold it, suggests that the Company was actively reducing its direct holdings of housing stock on the island. A sale at a clear nominal profit gave the council a defensible record to send to London, while transferring the burden of upkeep to a private owner. The fact that the council moved unanimously, and recorded the historic cost margin in the order itself, suggests the decision was taken with an eye to how it would read in the accounts forwarded to the Lords Proprietors.
254	254	Charles Steward, Richard Swallow: Orlando Bagley Christop.r Kelley John Knipe Elizabeth Allis wid.o Thomas Allis and Giles Smith Petitioned this day to have Each their Lands measured haveing Fenc[..]d the Same according to the Honour.ble Comp.as orders. Ordered. That a Warrant be Issued out to M.r Baze[..] in order of measureing Said Severall Persons Land according to their desires. Richard Gurling Exhibited a Petition this day Praying to Hier Seven Acres of Land formerly Leas[..]d by James Easthope, As also about Six Acres more Adjoyning to the Land he hath now Purchas[..]d both abounding with fier wood and very convenient for him which we well knowing and that by the Same Should be Lett to any other Person 'twould be Prejudiciall to the Petitioner, wherefore. Ordered. That the Said Gurlings request be granted and that M.r Baze[..] have a Warrant to Meas[..]r y.e Same Accordingly and when Fenced in, to have a Lease for twenty one years. John Knipe Eldest Son of John Knipe Free Planter deceas[..] Thomas Allis, and William Worrall who hath Since Married his Two Daughters Ann and Mary Knipe Did this day Sett.f[..]rth by way of Petition That the Said John Knipe deceased in his Last Will and Testam.t among Severall other Legacys gave and bequeathed to his Mother Ann Knipe in England the Sume of Seventy one Pounds, consisting in vid.[..] One Black Man Five Seventy Pounds in ready money a Plantation containing Thirty Thousand yams, and Two Heifers to Enjoy and Possess if She came to this Island or Duer[..]ng the Time She Should Live on Said Island and no Longer, Now it being Sixteen years and upwards Since the Said Knipe died, and the Said Ann Knipe have ing not come to the Island within this time nor no Likely hood of her Comeing being a very Antient woman and past her Labour as by Letters now Extant from her will appear And he the Said John Knipe Junr being of full age and Married as also his two Sisters before Named, Humbly Conceives that the Said Legacy belongs Properly to them, ofering Security that in Ca[..]e [.....] the Said Ann Knipe (as in all Probability She never will) Should hereafter Come to the Island, to make good the Said Legacy, which John Twaits who Married the widdow makes objection against, but after Severall debates and upon peruseing the Deceased John Knipes Last Will and Testament. It was Ordered. That the aforesaid Black man be Vallued, and if y.e Partys concern'd cant agree who Shall have him then to Cast Lotts and the Rest of y.e Estate or Legacys to be Equally Divided between John Knipe, Thomas Allis, and William Worrall after	Charles Steward, Richard Swallow, Orlando Bagley, Christopher Kelley, John Knipe, Elizabeth Allis, widow of Thomas Allis, and Giles Smith all petitioned the council to have their lands measured, having fenced them in accordance with the Honourable Company's orders. The council ordered that a warrant be issued to Mr Bazett to measure the lands of each of these petitioners as requested. Richard Gurling presented a petition asking to rent seven acres of land formerly leased by James Easthope, together with a further six acres adjoining the land he had just bought. Both parcels were well stocked with firewood and lay conveniently for him. The council recognised that letting the ground to anyone else would harm Gurling's interest. The council granted the request. Mr Bazett was to be issued a warrant to measure the land. Once Gurling had fenced it, he was to receive a lease for twenty-one years. John Knipe, eldest son of John Knipe, free planter, deceased, together with Thomas Allis and William Worrall, who had since married Knipe's two daughters Ann and Mary, presented a petition. They set out that John Knipe in his last will and testament had bequeathed to his mother, Ann Knipe, in England, the sum of £71, made up of one black man valued at £5, £70 in ready money, a plantation containing 30,000 yams, and two heifers. She was to enjoy these only if she came to the island, and only for as long as she lived on it. More than sixteen years had passed since Knipe's death. Ann Knipe had not come to the island in that time and was unlikely ever to come, being very old and past her labour, as her own letters now in hand showed. The younger John Knipe was now of full age and married, as were his two sisters. The petitioners argued that the legacy properly belonged to them. They offered security that if Ann Knipe should ever come to the island, which they thought she never would, they would make the legacy good to her. John Twaits, who had married the widow, objected. After several debates, and after reading the will, the council reached its decision. The council ordered that the black man be valued. If the parties could not agree who was to have him, they were to draw lots for him. The remainder of the estate, with the other legacies, was to be divided equally between John Knipe, Thomas Allis and William Worrall, after **Interpretations** The collective petition by seven planters for measurement of their fenced lands shows how the council processed routine property administration in batches. Enclosure was the work of the tenant, but measurement and the resulting confirmation of title rested with the Company's surveyor under a warrant issued by the council. Issuing a single warrant to Mr Bazett to cover all seven holdings was an efficient use of the surveyor's time and made one round of fieldwork serve a whole group of neighbouring or contemporaneous fencers. The Knipe legacy dispute is the central piece of business in this consultation and reveals how the

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			council handled probate when the terms of a will could not be carried out as written. John Knipe senior had attached a personal condition to his bequest to his mother: she could enjoy the legacy only if she came to the island and only while she lived there. Sixteen years on, with the legatee aged, in England and never likely to travel, the condition had become impossible to fulfil. The council was being asked to release the legacy to the next claimants in the family. The council's resolution, that the slave be valued and, failing agreement, allotted by lot, with the residue divided equally between the son and the two sons-in-law, shows the limits of equal division when the estate contained an indivisible item. A man could not be split three ways. Valuation set a common price against which the others could be compensated, and the lot was the council's neutral mechanism for breaking a deadlock without favouring any of the three parties. The security offered by the petitioners against the unlikely return of Ann Knipe was the formal device by which the council protected the conditional legatee's contingent right while releasing the property to those who could use it now. **Speculations** The council's willingness to release the legacy after sixteen years, on the security of the petitioners against Ann Knipe's possible arrival, suggests that the council treated a conditional bequest as effectively lapsed once the condition had become improbable in practice. Rather than waiting for the legatee's death to free the property, the council accepted a private bond from the heirs as a sufficient substitute for the testator's condition. This shifted the risk of the legatee's reappearance from the estate, where it would have frozen the property indefinitely, onto the heirs, who could put the assets to use at once.
255	255	John Twaits, in right of his wife have one Third thereof, as they Shall agree. Island St Helena. At a Consultation Held on Fryday the 26.th day of Septemb.r 1712 At the United Castle in James Valley. Benjam:n Boucher Esq. Govern.r John Pack 2.d in Coun.ll Sick. The Governour being in a Declineing State of Health. Cap.t John Pack being Ill in the Countrey at Plantation House. Cap.t George Hoskison Dead. M.r Daniel Griffith Dead. The Honourable Companies affaires (without additionall help) will cer tainly Suffer, there being no proper Person to Look after the Plantations, or the Fortifications, if it Please God the Govern.r Should Die and he haveing by the Summer Shipping recommended to the Honoura.ble Court of Directors, Ensign Thomas Cason as a Sober, Honest, and Industrious Man Master Gunner John French as overseer of the Fortifications & indefatigable in that troublesome Bussines. It is our opinion and resolution (for the Honoura.ble Comp.as Service) To Entertaine the above Named Ensign Thomas Cason, and Master Gunner John French as Asistants to the Govern.r and Councill, with the Sallaries and Priveledges allowed to them as if of Councill but without the Title till Con firmd by the Honoura.ble Court of Directors and that the Said Ensign Cason take care of the Plantations he Understanding Planting Perfectly well and that M.r French continue to over Look y.e Work on Fortifications and Follow the Governours Directions.	John Twaits, in right of his wife, was to have one third of the estate, as the parties might agree. Island of St Helena. At a consultation held on Friday 26 September 1712 at the United Castle in James Valley. Present: Benjamin Boucher Esquire, governor. John Pack, second in council, sick. The governor was in declining health. Captain John Pack was ill in the country at Plantation House. Captain George Hoskison was dead. Mr Daniel Griffith was dead. Without additional help, the Honourable Company's affairs would certainly suffer. No suitable person remained to look after the plantations or the fortifications if the governor should die. By the summer shipping the governor had already recommended to the Honourable Court of Directors Ensign Thomas Cason, as a sober, honest and industrious man, and Master Gunner John French, as overseer of the fortifications and tireless in that troublesome work. The council resolved, for the Honourable Company's service, to take on Ensign Thomas Cason and Master Gunner John French as assistants to the governor and council. They were to have the salaries and privileges of councillors, but without the title until confirmed by the Honourable Court of Directors. Cason, who understood planting perfectly well, was to take charge of the plantations. French was to continue to oversee the work on the fortifications and to follow the governor's directions. **Interpretations** The opening line completes the Knipe estate order from the previous consultation. The widow's third, taken by her present husband John Twaits in right of his wife, was the residual share recognised by the council once the bulk of the legacy had been released to the son and the two sons-in-law. The phrase in right of

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			his wife is the standard formula by which a husband took possession of property that belonged in law to his wife, in this case her dower interest in her first husband's estate. The qualification that the parties were to agree the share preserved a margin for private settlement within the framework the council had imposed. The September consultation reveals the administrative crisis of the island in unusually plain terms. The governor was failing in health, his second in council was sick at Plantation House in the country, and two further senior men, Captain Hoskison and Mr Griffith, were dead. The council was reduced in effect to a single working member, the governor himself, sitting alone at the castle. The record names the absentees and the dead in sequence, which functions as a formal justification for the appointments that follow. The decision to give Cason and French the salaries and privileges of councillors, but without the title until the Court of Directors confirmed them, shows the careful boundary the council drew between local emergency action and the formal authority of London. The men were to do the work, and to be paid for it, but the standing of full councillor was reserved to the Court. This protected the council from being charged with appointing its own members and gave the Court a clean choice when the matter reached London. **Speculations** The decision to fill the gaps with Cason and French, rather than to leave the governor alone until London responded, suggests the council judged that the island could not safely run without at least two working assistants under the governor. The justification given, that affairs would certainly suffer without additional help and that no proper person would remain if the governor died, points to a contingency plan as much as a present need. The appointments secured a line of working succession that would hold the plantations and the fortifications together in the event of the governor's death before the next shipping arrived.
256	256	Island St Helena. At a Consultation Held on Thursday the 2.d day of Octob.r 1712 At the United Castle in James Valley. Benjam:n Boucher Esq.r Gov.r J.no Pack 2 in Coun.ll Sick in y.e Country Lieuten.t Thom.s Cason John French } Asistants. Whereas the 45 Parragraph of the Hono.ble Comp.as Generall Letter by the Todd[..]ngton and Thistleworth Runs Thus. We have Settled the Sallary of the 2 of S.t Helena at Seventy pounds a year the Sallary of the third at fifty pounds a year The Sallary of the fourth at Forty pounds and the Sallary of the fifth as it now Stands, but what that is dos not appear by your Books. These are to be the Constant Salla ryes of the Second, third, & fourth of Coun.ll which we Generally Speaking think Sufficient, But Since the Letters Say M.r Baze[..] for his Usefullness is made fifth of Councill we co[..]form him in that Election, if you find him Deserving it and that he is not Guilty as he is charg[..]d of Sw[..]reing and Negle[..]ting his bussiness. The Govern.r Says that the Said M.r Baze[..] doth want quallifications to be of Councill being very Sottish much Ad[..]cted to Strong drink Negle[..]ting his bussiness and Very disrespectfull to the Governo.r Wherefore Ordered. That the Said M.r Baze[..] be dismi[..]t the Honour.ble Comp.as Service and that his Sallary in the Store be Stopt 'till he has Meas[..]ed those Lands he has had Warrants for Sin[..] Said Letters by the Ships afores.d and that his Com mission for Lieuten.t be Demanded by Ensign John Alexander which is to cease from this	Island of St Helena. At a consultation held on Thursday 2 October 1712 at the United Castle in James Valley. Present: Benjamin Boucher Esquire, governor. John Pack, second in council, sick in the country. Lieutenant Thomas Cason and John French, assistants. The forty-fifth paragraph of the Honourable Company's general letter, sent by the ships *Toddington* and *Thistleworth*, ran as follows. The Court had fixed the salary of the second of St Helena at £70 a year, the third at £50, the fourth at £40, and the fifth as it then stood, although what that figure was did not appear from the island's books. These were to be the standing salaries of the second, third and fourth of council, which the Court generally thought sufficient. Since the letters from the island said that Mr Bazett had been made fifth of council for his usefulness, the Court confirmed him in that election, if the council found him deserving of it, and if he was not guilty of the swearing and the neglect of his business with which he had been charged. The governor stated that Mr Bazett lacked the qualifications for council. He was very sottish, much addicted to strong drink, neglectful of his business, and very disrespectful to the governor. The council ordered Bazett to be dismissed from the Honourable Company's service. His salary at the store was to be stopped until he had measured the lands for which he had received warrants since the letters from the ships named above had arrived. His commission as lieutenant was to be demanded from him by Ensign John Alexander. From this order he was

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		Present order of being any Longer Such an Officer or any other Employ, Sallary or Priv[..]lledge. Further Ordered. That a Coppy of this Consultation be Immediately Sent to Cap.t Pack now ill in the Country at Plantation House.	to cease holding that office, and any other employment, salary or privilege. The council further ordered that a copy of this consultation be sent at once to Captain Pack, then ill in the country at Plantation House. **Interpretations** The reading of paragraph forty-five of the Court's general letter shows how the Company set salaries on the island. The Court of Directors in London fixed the rates for each rank of councillor by a numbered clause in the annual general letter, sent out with the season's shipping. The island's council had no power to alter these figures, only to apply them. The salaries set out, £70 for the second, £50 for the third, £40 for the fourth, with the fifth left at its existing level, give a clear rank-by-rank scale of pay among the senior establishment. The governor's statement of his findings is the formal answer to that delegation. The charges he advanced went beyond the original allegations: not only the swearing and the neglect of business named in the Court's letter, but also drunkenness and disrespect to the governor in person. The order of dismissal followed directly from this finding. The council was using the conditional confirmation as the mechanism by which it could now remove him. The order that Bazett's salary at the store be stopped until he had measured the lands for which warrants had already been issued shows the council using outstanding pay as a lever to secure the completion of public business. Bazett, as the island's surveyor, had been issued warrants for a number of measurements that had not been carried out. Suspending his pay until the surveys were finished kept the burden of completion on him personally, even though he was no longer in office. The warrants named in earlier consultations of this session, including those for the seven planters and for Gurling's additional ground, are the work the council had in view. **Speculations** The combination of charges advanced by the governor against Bazett, drunkenness, neglect, disrespect to the governor and swearing, suggests that the governor was building a record sufficient to satisfy any later review by the Court of Directors. The Court had asked only whether the original two charges were proved, and the governor's reply expanded the case to four. By laying down a wider basis for dismissal, the governor reduced the risk that the Court, on receiving the island's report, would find the grounds inadequate and reinstate the man.
257	257	Island St Helena. At a Consultation Held on Tues day the 14.th day of Octob.r 1712. at the United Castle in James Valley. Benjam:n Boucher Esq.r Gover.r John Pack 2 in Coun.ll Sick in y.e Country Lieut.t Thom:s Cason John French } Asistants. Thomas Southen Serj.t made Complaint That Arthur Bradley Free Planter has a Hen and Chickins of his which he refuses to deliver him wh[..]re fore desired the Said Bradley might be Sumond and compeld thereto, who being now present Saith that the Said Hen is of his own raireing from a Chick which the Said Southen denys, Saying She is a very Remarkable F[..]le and us'd very often to come within doors which Rich.d and Rob.t Gurling knows to be true. The Said Bradleys wife offers to take her oath to the Contrary, and that the Said Hen and Chickins yatt on Sextons ground was Hatch[..] there and avers She knows nothing of their being the Said Southens whereupon he made reply if She c[..]ould take her oath to that he was willing to Lose 'em which She did and therefore.	Island of St Helena. At a consultation held on Tuesday 14 October 1712 at the United Castle in James Valley. Present: Benjamin Boucher Esquire, governor. John Pack, second in council, sick in the country. Lieutenant Thomas Cason and John French, assistants. Sergeant Thomas Southen complained that Arthur Bradley, free planter, had a hen and chickens of his, and refused to give them up. He asked that Bradley be summoned and required to hand them over. Bradley, present at the hearing, said the hen was his own, raised from a chick. Southen denied this, saying the bird was very distinctive and used to come indoors often, as Richard and Robert Gurling could confirm. Bradley's wife offered to swear on oath to the contrary. She said the hen and chickens, which had hatched on Sexton's ground, were hatched there, and that she knew nothing of the birds belonging to Southen. Southen replied that if she would swear to it, he was willing to lose them. She took the oath. The council ordered that Bradley keep the hen and chickens, and that Southen pay the council's charges.

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		Ordered. That the Said Bradley keep the Hen and Chickins, and Southen to pay councill Charges. Martin Norman planter m[..]de Complaint against William Brogdon Sold.r for retaining a Book of Accounts of his wherein (when he Imployed him to write) Us[..]d to Sett down Meat, Mi[..]ke, & Provissions that he Sold to Severall Persons, and Indeed thereof gave him a Little Book that had only the Names of Some Persons he was pleased to mention with the Totalls Sums b[..]t not all bef. Severall pounds Alledging that the Said Brogdon hath omitted them with a fraudulent Intention, and by this means is Lyable to great Lo[..] and Damage being not able to make just Demands of those Persons that ow[..]s him Money Wherefore desires the Said Brogdon may be obliged to Deliver the Book wherein Every Person Stands Indebted and Charg[..] with what they weekly or monthly had out for Provisions. The Said William Brogdon denys that he hath detained any Book of Acc.ts belonging to the Said Norman, having Delivered him all Books and Acco.ts that he had in his Possesion, and Says that the Book wherein those Persons that Stood Indebted to him for Provissions and Sett down in Severall Articles and Sig[..]d to by Said Persons [...]s [..]me time Since Carry'd to the Store and Entered to Each of their Acc.os and Accordingly the Said Norman had Credit, and then that fo[..]l Book was Tore in the presence and order of y.e Said Norman Some time after begun a nother Little Book wherein put down the Names of those Persons that ow'd him money and the Sum Totall in one Article according to the S.d Norma.s	Martin Norman, planter, complained against William Brogdon, soldier, for keeping a book of his accounts. Norman had employed Brogdon to write the book, in which Brogdon used to enter the meat, milk and provisions sold to various people. In place of it, Brogdon had handed over a small book containing only the names of certain persons Brogdon chose to mention, with their total sums, but not the full record of all who owed money. Norman alleged that Brogdon had left out several debts to the value of pounds, and had done so with fraudulent intent. He stood to lose heavily, since he could not now demand payment from those who owed him. He asked the council to require Brogdon to deliver the book in which every debtor was entered with what they had taken weekly or monthly in provisions. Brogdon denied keeping any book belonging to Norman. He said he had handed over all the books and accounts in his possession. The book in which the debtors had been entered article by article, and signed by each person, had been taken to the store some time before, the debts entered against each man's store account, and Norman duly credited. Once that was done, the original book had been torn up in Norman's presence and on his order. Brogdon had later begun another small book, in which he had put the names of those who owed Norman money, with their total sums entered as a single article each, in accordance with Norman's **Interpretations** The hen and chickens case shows the council operating as a court of small civil claims, hearing trivial property disputes between a sergeant of the garrison and a free planter. The procedure followed the ordinary pattern of complaint, summons, oral evidence and decision in one sitting. Both parties spoke for themselves, witnesses were named by hearsay rather than called, and the matter was settled by the offer of an oath. The willingness to put the council's time and authority to the resolution of a single hen reflects the absence of any lower court on the island for petty matters. The decisive role of the oath in the hen case shows how the council resolved competing claims of fact where no documentary evidence was available. Southen named Richard and Robert Gurling as men who could vouch for his hen's distinctive habits, but the case was not adjourned to hear them. Instead, Bradley's wife offered to swear on oath to the contrary version, and Southen accepted that if she would take that oath, he would give up the claim. The oath thus operated as a self-imposed forfeiture device: the party challenging the claim staked the truth of his account on his soul, and the other party was bound by the result. The council ratified the outcome and added costs against the losing complainant. The procedure by which the original account book was taken to the store, the debts entered against each debtor's store account, and Norman credited with the totals, shows how the Company's store served as a clearing house for private debts among its servants and dependants. A planter who was owed money for provisions could pass the debt to the store, which then collected it from the debtor by deducting it from his store credit. The store became, in effect, a private bank for the small commerce of the island, and the council's record-keeping passed through it. **Speculations** Brogdon's account of how the primary account book was destroyed in Norman's presence and on his order, once the debts had been transferred to the store, suggests an established working practice rather than an act of concealment. Tearing up the signed book closed the private accounting between Norman and his debtors

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			and made the store's ledger the sole record. If the practice was general, Norman's complaint that he could not now identify the debtors article by article rests on a procedure he himself had operated, and the dispute was less about fraud than about the consequences of a record-keeping system Norman now regretted.
258	258	own direction and Book now produced which is all he hath belonging to him in his Possesion. Nicholas Jarvis Sold.r Says that Liveing at y.e Said Normans hath Seen the Said Brogdon have a Smaller Book then that now produced wherein hath Seen him write Severall times and as he Said the Severall Perticular Sorts of Provissions the Said Norman Sold to y.e Sold.rs But whether it was So Exactly or not he cant tell, Understanding nothing of writing nor dos he know whether Brogdon Cheated or wrong'd Norman or not. The Said Brogdon replys Jarvis is Mistaken for 'twas not a Little Book but Loose paper and upon Search made at Said Normans request in Brogdons Chest, found a few Scrips of paper wherein were Cheifly his own Acc.os and a Memorand.m [..]f three or four Persons that ow[..] S.d Norman Money which was carried into the Book now produced. Joseph Wrench Sold.r being Examined Saith that he Saw the Acco.ts of Perticulars for Diett which he had of the Said Norman but cant remem ber now whether 'twas in a Book or Loose paper that Brogdon Shew[..]d him. After Severall questions askt and other Evidences heard on both Sides who could Say nothing against Said Brogdon but rather in his behalf made oath Voluntary, That he has not conceal'd any Book or Acc.[..] belonging to the Said Norman nor knowes of any other Acc.[..] in being then what is in the Book now in Normans Custody and that he hath not wrong'd him of the Least thing Soever having dischargd his Trust fairly and Honestly. Whereupon Ordered. That the Said Norman not making good his complaint against the Defendant, be Dismist and to pay Charges of Councill. John Long Free Planter Petition'd this day Praying to hire about one Acre of Land Lying below the Pursley beds Towards the head of Chappell Valley, formerly Taken in by one Paul Graton, and Since Lett to Robert Marsh with the Provissions growing thereon at the Same rate and Conditions he had it, But beleiving it to be more for our Honoura.ble Masters Interest to Sell the Said Provissions out right, then to lett 'em being but a Small quantity, and of no use to our Said Masters. Ordered. That the Said John Long have the aforesaid Acre of Land at the usuall rate for the Terme of 21. Years, and the Provissions to be Vall[..]ed by two Indifferent men one Chosen by the Govern.r the other by the Said Long.	Brogdon further stated that he had begun the second book on Norman's own direction, and that the book now produced was the only one belonging to Norman still in his possession. Nicholas Jarvis, soldier, said that while lodging with Norman he had seen Brogdon with a smaller book than the one now produced, in which Brogdon had written several times. Brogdon had told him at the time that it contained the particular sorts of provisions Norman sold to the soldiers. Jarvis could not say whether the entries had been accurate, since he understood nothing of writing, nor could he say whether Brogdon had cheated or wronged Norman. Brogdon replied that Jarvis was mistaken. The item was not a little book but loose paper. A search of Brogdon's chest, made at Norman's request, produced only a few scraps of paper, mainly Brogdon's own accounts, with a memorandum of three or four persons who owed Norman money. That memorandum had been entered in the book now produced. Joseph Wrench, soldier, said on examination that he had seen the itemised accounts for diet which he had taken from Norman, but could not now remember whether Brogdon had shown them to him in a book or on loose paper. After several questions, and after hearing other witnesses, none of whom could speak against Brogdon and most of whom spoke in his favour, Brogdon voluntarily took an oath. He swore that he had not concealed any book or account belonging to Norman, that he knew of no other account in being than the one in the book now in Norman's hands, and that he had not wronged Norman in the smallest thing, having discharged his trust fairly and honestly. The council ordered that Norman, having failed to make good his complaint, be dismissed, and that he pay the council's charges. John Long, free planter, petitioned the council to rent about one acre of land lying below the purslane beds towards the head of Chapel Valley. The ground had formerly been taken in by Paul Graton and since let to Robert Marsh, together with the provisions growing on it, at the same rate and conditions on which Marsh had held it. The council judged it more profitable to the Honourable Masters to sell the provisions outright rather than to let them, since the quantity was small and of no use to the Company. The council ordered that John Long have the acre at the usual rate for twenty-one years, and that the provisions be valued by two indifferent men, one chosen by the governor and the other by Long. **Interpretations** The handling of Brogdon's defence shows the council weighing oral evidence on a question of bookkeeping. The witnesses called, Jarvis and Wrench, were soldiers who had lived with or bought from Norman, and their testimony rested on what they had seen at the time, not on any record they could produce. Jarvis frankly admitted he understood nothing of writing and could not say whether Brogdon had cheated. Wrench could not remember whether the accounts had been in a book or on loose paper. The council accepted that this body of testimony, coupled with the search of Brogdon's chest, did not establish concealment. The case turned on the absence of proof, not on a positive finding for Brogdon.

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			Brogdon's voluntary oath at the close of the hearing is the formal device by which a defendant cleared himself once the complainant's evidence had failed. The oath was taken before the council, was unprompted, and went to the full ground of the complaint: no concealed book, no other account in being, no wronging in the least thing. The dismissal of the suit and the award of costs against Norman follow as the routine consequences of a complainant who could not make good his case. John Long's petition reveals the working pattern by which a parcel of land moved from one tenant to another on the island. The acre below the purslane beds had passed from Paul Graton to Robert Marsh, and was now to pass to Long. The provisions, the growing crops on the ground, were valued separately and sold by the Company to the incoming tenant. The land itself was let on a fresh twenty-one-year lease at the usual rate. Crop and soil were thus treated as separate items in the transfer, with the Company recovering the value of the standing produce as cash rather than carrying it forward in a new tenancy. **Speculations** The contrast between the council's treatment of Norman, who alleged fraud with serious financial consequences, and Southen earlier in the same sitting, who claimed a hen, is striking. Both lost and both paid costs. The uniformity of treatment suggests the council was applying a rule of the forum rather than weighing the merits of the underlying loss. A complainant who could not prove his case bore the council's costs regardless of the size of the claim he had brought.
259	259	John How the Honour.ble Companys Reeve at their Plantation House brought this day An Acco.t (According to the Governo.rs order) of their Stock of neat Cattle Taken the 9.th Instant. On the East Side viz.t Bulls 9 Cows 28 Bullocks 10 Heifers 10 Steers 1 Calves 17 75 On the West Side viz.t Bulls 4 Cows 71 Bullocks 19 Heifers 24 Steers 30 yearlings 27 Calves 54 229 Totall. 304. Whereas M.r Bazett being dismi[..]t the Honour.ble Companys Service as p.r Consulta tion dated the 2.d Instant may appear and being in want of another Person to Survey Lands, Have made Choice of John Welch one of y.e Gunners Crew who Understands that Art very well and is a Sober Honest man, and being now Sent for readily Accepted the Employ whereupon. Ordered. That the said John Welch be from this Time Entertain'd as Surveyor and that he take an Oath to measure Lands Honestly and Justly between the Honourable Company and Inhabitants, according to the best of his Skill & Judgment.	John How, the Honourable Company's reeve at Plantation House, brought in this day, on the governor's order, an account of the Company's stock of cattle taken on 9 October. On the east side: Bulls 9 Cows 28 Bullocks 10 Heifers 10 Steers 1 Calves 17 75 On the west side: Bulls 4 Cows 71 Bullocks 19 Heifers 24 Steers 30 Yearlings 27 Calves 54 229 Total 304 Mr Bazett having been dismissed from the Honourable Company's service by the consultation of 2 October, and another surveyor of lands being needed, the council had chosen John Welch, one of the gunner's crew, who understood the work very well and was a sober, honest man. Welch had been sent for, and readily accepted the post. The council ordered that Welch be taken on as surveyor from this day, and that he take an oath to measure lands honestly and justly between the Honourable Company and the inhabitants, to the best of his skill and judgement. **Interpretations** The cattle account from John How is the only running record in this sequence of the Company's livestock on the island. The herd is broken down by sex and age class on each side of the island and totalled to 304 head. The distinct categories, bulls, cows, bullocks, heifers, steers, yearlings and calves, show the Company

BL Image No.	Document No.	OCR Transcription	Modern Interpretation
			keeping its stock by reproductive and working function. Bulls were the breeding males, cows the breeding females, heifers the immature females not yet calved, steers and bullocks the castrated males used for work or fattening, and calves and yearlings the recent generations not yet allocated to a working role. The contrast between the two sides of the island is striking. The east side carried only 75 head, with nine bulls against twenty-eight cows, while the west side carried 229 head, with four bulls against seventy-one cows and a much larger population of growing animals. The east side held a higher ratio of bulls to cows and almost no steers, while the west side held the bulk of the working and fattening stock as well as the largest breeding herd. This suggests that the west side was the principal cattle ground and that the east side was used for a smaller and differently composed group, perhaps closer to the castle for immediate need. The appointment of John Welch as surveyor in Bazett's place shows the council acting swiftly to fill the vacancy left by the dismissal of 2 October. The choice fell on a man from the gunner's crew, that is, from the artillery establishment at the castle, rather than from the planters. Welch is described as understanding the art very well, which suggests practical experience of measurement, probably acquired through the gunner's work with ranges, angles and the laying out of fortifications. The transfer of such a man from the gunner's crew to the office of surveyor reflects the small establishment of the island, in which trained men were moved between civil and military functions as need required. **Speculations** The very different composition of the herds on the two sides of the island suggests that the Company was operating two distinct cattle regimes rather than a single dispersed stock. The west side, with its large breeding herd, its substantial cohort of steers and its heavy population of growing animals, was a producing district where calves were raised through to working or slaughter age. The east side, with its high proportion of bulls and its absence of steers, looks more like a service herd, kept close at hand for milk, draft or immediate slaughter, and topped up with bulls in excess of breeding need. The division reflects the practical geography of the island, with the bulk of the pasture lying to the west and a smaller eastern ground supplying the establishment at the castle.
260	260	Island St Helena At a Consultation Held on Monday The 3.d day of November 1712. At the United Castle in James Valley. Beny:n Boucher Esq.r Govern.r John Pack 2 in Coun.ll in y.e Country. Lieut.t Thom.s Cason M.r J.n French } Asistants. Whereas Yesterday being the 2.d Instant the Ship Abingdon Capt.n John Lesly Comander Arrived about Seven of Clock in the Evening from England with a Cargo of Goods and Merchandize Laden on board by the Honour.ble Court of Directors for this Island. And the Compa.s Generall Letter dated the 30.th of May Last being read as also y.e Invoices and Bill of Laden It was. Ordered. That the Said Capt.n John Lesly have an order Immediatly To Send Said goods on Shoar According to Bill of Lade[..]ing Asoon as Possible and for the more Expedition of Delivering them he be desired to Send his Caulker on Shoar to fitt our Lan[..]ch. Further Ordered. That John Goodwin (who Asists Capt.n Pack in the Stores) doe attend the Boats comeing on Shoar and receive Said goods, and to report Every days Evening	Island of St Helena. At a consultation held on Monday 3 November 1712 at the United Castle in James Valley. Present: Benjamin Boucher Esquire, governor. John Pack, second in council, in the country. Lieutenant Thomas Cason and Mr John French, assistants. The ship *Abingdon*, Captain John Lesly commander, had arrived the previous day, 2 November, at about seven in the evening from England, with a cargo of goods and merchandise put on board by the Honourable Court of Directors for the island. The Company's general letter of 30 May had been read, together with the invoices and the bill of lading. The council ordered Captain Lesly to be issued an order at once to send the goods ashore in accordance with the bill of lading, as soon as possible. To speed delivery, he was asked to send his caulker ashore to fit the council's launch. The council further ordered that John Goodwin, who assisted Captain Pack at the stores, attend the boats as they came ashore and receive the goods. Each evening he was to report the quantity of goods landed that day, so that an exact account might be kept. **Interpretations**

BL Image No.	Document No.	OCR Transcription	Modern Interpretation
		what Quantity of Goods are brought on Shoar Each day that an Exact Acco.t be kept thereof.	The arrival of the *Abingdon* shows the working pattern of the Company's annual supply to the island. A ship from England carried not only the season's cargo of goods and merchandise but also the general letter of instructions from the Court of Directors, the invoices that itemised the cargo, and the bill of lading that listed the goods as shipped. The council's first business on the day after arrival was to read these documents together. The letter set the policy framework, the invoices set the values, and the bill of lading set the quantities to be checked off as the goods came ashore. The three documents together were the means by which London controlled what was sent and the council on the spot controlled what was received. The general letter dated 30 May, read at this consultation on 3 November, shows the working timescale of the correspondence between London and the island. A letter took just over five months to reach the island under sail in 1712, and decisions taken in London at the end of the spring were applied on the island in the early summer of the southern hemisphere. The consultation of 2 October had referred to a different general letter sent earlier by the *Toddington* and *Thistleworth*, so the *Abingdon*'s letter was the second of the year's instructions to arrive. The appointment of John Goodwin to attend the boats and receive the goods, with a daily report each evening, shows the council building a written record of the landing in parallel with the ship's own bill of lading. Goodwin was acting as the council's checker on the beach, recording what came ashore each day so that the totals could be reconciled against the shipping documents. The instruction that an exact account be kept reflects the standing concern of the Company that goods landed should match goods shipped, and that any shortage or damage should be detected at the point of transfer rather than left to be discovered later in the store. **Speculations** The need to borrow the *Abingdon*'s caulker to fit the council's launch suggests that the island carried no shipwright of its own capable of the work. Visiting ships were thus the source not only of cargo and correspondence but of the skilled labour required to keep the local craft in service. The arrangement was probably common, since a caulker could complete the work in a few days without delaying the ship's onward voyage, and the captain had every interest in cooperating with the council that controlled his watering, victualling and trade on the island.
261	261	Island St Helena. At a Consultation Held on Monday the 17.th day of Novemb.r 1712 At the United Castle in James Valley. Benj:n Boucher Esq.r Govern.r Pres.t John Pack Deputy Govern.r Lieut.t Thom.s Cason M.r John French } Asistants. Capt.n John Pack having for Some time been ill in the Country but now Pretty well recover'd and this day present read over all the Consultations in his absence, to which he has willingly & freely Asented and Signd them Accord ingly. Whereas Antony a Maccaussa Man having been on the Island for Some years being Sent heither from Madrass for Some fault Charged on him which he Possitively denys, made it his Humble request That we c[..]ould grant him leave to Return to his own Country in the Ship Abingdon haveing a great desire to See his Brother (who he Says is a Sultan) and other relations before he dies. Upon Consideration that the Said Antony hath behavd himself very well here, and a poor quiet fellow, now old, and haveing been Civilly Us[..]d by all Govern.rs on this place And we hereing been told by Capt.n Barnard in	Island of St Helena. At a consultation held on Monday 17 November 1712 at the United Castle in James Valley. Present: Benjamin Boucher Esquire, governor. John Pack, deputy governor. Lieutenant Thomas Cason and Mr John French, assistants. Captain John Pack, having been ill in the country for some time but now fairly recovered, attended the consultation and read over all the consultations taken in his absence. He freely assented to them and signed them accordingly. Antony, a Macassar man, had been on the island for some years, having been sent here from Madras for a fault charged on him, which he firmly denied. He asked the council for leave to return to his own country in the *Abingdon*, wanting to see his brother, whom he said was a sultan, and his other relations before he died. Antony had behaved well on the island and was a quiet old man, civilly used by every governor in his time there. Captain Barnard of the *Mead Frigate*, Captain Small of the *Thistleworth* and now Captain Geddin had each reported that his friends and relations at Bencoolen were dissatisfied at his being held on the

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		the Mead Frigot Capt.n Small in the Thistleworth, and now by Capt.n Geddin, That his Friends and relations at Bencoolen are very much Disatisfyed that he Should be kept here as a Prisoner Wherefore have thought fitt According to the 58.th Parragraph of the Letter p.r Toddington to. It W[..]r That the Said Antonys request be granted he being too old to do the Honour.ble Comp.any Service here, or Harm to 'em at Bencoolen. According to a Consultation Held on Tuesday the 14.th day of Octob.r Last the Govern.r Cap.t & Lieut.t Thomas Cason on behalf of y.e Hono.ble Comp.a and John Long made Choice of Francis Wrangham To go and Vallue the Provissions Growing in about one Acre of Land therein granted to the Said Long, who made report this day that they have Vallued y.e Said Provissions at Twenty Pounds. Whereupon Ordered. That y.e Said John Long be Charged with y.e aforesaid Sume of Twenty Pounds in y.e Hono.ble Comp.as Store Books of Acco.ts and they to have Credit given accordingly.	island as a prisoner. The council judged the matter under paragraph fifty-eight of the general letter sent by the *Toddington*. The council granted Antony's request. He was too old to do the Honourable Company any service on the island, or any harm at Bencoolen. At the consultation of Tuesday 14 October last, the governor and Lieutenant Cason on behalf of the Honourable Company, and John Long for his own part, had chosen Francis Wrangham to value the provisions growing on the acre of ground granted to Long. Wrangham reported this day that he valued the provisions at £20 0s 0d. The council ordered that Long be charged with £20 0s 0d in the Honourable Company's store books, and that the Company be credited with the same sum. **Interpretations** Captain Pack's reading and signing of the consultations taken in his absence shows the formal procedure by which a sick or absent councillor confirmed the business done during his absence. The signed minute book carried the authority of the whole council, and a councillor who had not been present was expected to read the entries and to add his signature once he was able. Pack's free assent retrospectively cured any defect in the absence of the second of council from the recent sittings, and his return as deputy governor restored the senior establishment to its full working membership. The change of Pack's title from second in council to deputy governor between the consultations of 3 November and 17 November is a significant administrative event. The new title reflects the action taken at the September consultation, when Cason and French were brought in as assistants and Pack's seniority as the working successor to the governor was made explicit. The promotion to deputy governor formalised Pack's standing as the man who would act for the governor in his absence or on his death, and matched the gravity of the governor's declining health. Antony's case shows the council disposing of an inherited prisoner from another Company settlement. He had been sent from Madras for a fault he denied, and his presence on the island was the consequence of a transfer between Company stations rather than of any local sentence. The procedure by which he had been kept, with no formal charge or trial recorded on the island and no apparent term, reflects the Company's practice of moving troublesome individuals to remote stations where they were neither tried nor released. **Speculations** The promotion of Pack to deputy governor on his recovery and return to the castle suggests that the council was preparing in earnest for the governor's death. The September consultation had named the danger plainly, and the addition of Cason and French as assistants had been the first response. The formal elevation of Pack to deputy now gave the island a designated successor who could take over the government at once if the governor failed, without the council having to act under emergency in the moment. The arrangement was a working settlement of the succession, made while the governor was still alive and able to approve it.
262	262	Island St Helena. At a Consultation Held on Tues[..] the 25.th day of Novemb.r 1712. At the United Castle in James Valley. Benj:n Boucher Esq.r Gov.r Pres.t John Pack Dp.ty Govern.r Lieut.t Thom.s Cason M.r J.no French } Asis[..] The Councill having mett in Consultation this day to consider and Settle the Prizes on the Cargo of Goods	Island of St Helena. At a consultation held on Tuesday 25 November 1712 at the United Castle in James Valley. Present: Benjamin Boucher Esquire, governor. John Pack, deputy governor. Lieutenant Thomas Cason and Mr John French, assistants. The council met to consider and fix the prices on the cargo of goods brought by the *Abingdon*, Captain John Lesly commander.

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		brought p.r Ship Abingdon Capt.n John Lesly Comander It is Ordered. That the aforesaid Goods be Sold out According to the 37.th Parragraph of the Honoura.ble Companys Generall Letter dated the 17.th Aprill 1711 P.r Shipp Toddington Ordered. That the Store keeper bring in the monthly Accounts that are behind and then to continue to bring them in monthly as p.r Letters by the Toddington and Abingdon. Order'd that M.r Cason while he has the Care of the Plantations do bring in a monthly Account of Increase or decrease of [..]ompanys Stock of Cattle, provisions &c with the State of the Plantations. Order'd that M.r French bring in a monthly Account of the Stores by him Expended that is not yet Accounted for, And that he afterwards bring in his Accounts monthly. Capt.n Pack reports that the Store House is ready to fall and wants Present repairing in order of receiving and Lodging Goods there. Ordered. That Richard Cleave go and Secure the Same with all Expedition, till a new one can be built, which the Governo.r Says he intends to begin Asoon as the Fortifications are finnishd, and to Build other buildings and Barracks for the Soldiers. The Ship Abingdon haveing brought us a Supply of Bread & Flower Ordered.	The council ordered that the goods be sold off in accordance with paragraph thirty-seven of the Honourable Company's general letter of 17 April 1711, sent by the *Toddington*. The council further ordered that the storekeeper bring in the monthly accounts that were in arrear, and then continue to deliver them month by month, as required by the letters sent by the *Toddington* and the *Abingdon*. Mr Cason, while he had charge of the plantations, was to bring in a monthly account of the increase or decrease of the Company's stock of cattle, provisions and other items, together with the state of the plantations. Mr French was to bring in a monthly account of the stores he had expended that were not yet accounted for, and then to bring in his accounts month by month thereafter. Captain Pack reported that the storehouse was ready to fall and needed repair at once if it was to receive and hold goods. The council ordered Richard Cleave to secure the building without delay until a new one could be built. The governor said he intended to start the new storehouse as soon as the fortifications were finished, and then to put up further buildings and barracks for the soldiers. The *Abingdon* having brought a supply of bread and flour, the council ordered **Interpretations** The order that the *Abingdon*'s cargo be sold under paragraph thirty-seven of the general letter of 17 April 1711 shows that the prices at which goods were retailed on the island were not set by the council on its own judgement but under a numbered clause of standing instructions from London. The Court of Directors evidently laid down a formula for pricing imported goods, which the council on the spot applied to each season's cargo. The reference to a letter sent by the *Toddington* of the previous year shows that pricing instructions remained in force across seasons until replaced by a fresh clause. The bringing in of monthly accounts from the storekeeper, the manager of the plantations and the overseer of the fortifications shows the council moving to a regular reporting system rather than ad hoc returns. Each of the three working departments of the Company on the island, the warehouse, the agriculture and the works, was now to produce its own monthly account in arrear, with the arrears being cleared up and the current month's account brought in promptly thereafter. The arrangement gave the council a recurring set of figures against which to manage its business and a uniform basis for the reports it was expected to send home. Pack's report that the storehouse was ready to fall is striking, especially as the *Abingdon*'s cargo had only just been landed. The principal warehouse of the island was in such condition that it could not safely hold the goods it had been built for. Richard Cleave was sent at once to make the building secure as an emergency repair. The governor's stated intention to put up a new storehouse only after the fortifications were finished, and then to add buildings and barracks for the soldiers, shows the council's order of priorities. Defence came before storage, and storage before quarters. **Speculations** The state of the storehouse, ready to fall just as the season's cargo was being landed into it, suggests that the Company's working buildings on the island had been neglected during the period in which the fortifications were the centre of effort. The governor's frank statement that a new storehouse would have to wait until the works were finished, and that barracks for the soldiers were even further down the list, reveals a small establishment running its construction programme one

BL Image No.	Document No.	OCR Transcription	Modern Interpretation
			major project at a time. The hierarchy of works, fortifications first, then storage, then quarters, reflects the Company's view of what was essential to keep the island defensible, supplied and manned, in that order.
263	263	That what bread and flour is now remaining of The Toddington & Thistleworths Cargo reserved for the Generall Table use, be Sold out at y.e Usuall rate. The Governo.r Says he has bought an Eight oar'd Boat of Capt.n Lesly with Masts Sailes, Anchor and all appurtenances for the Sume of Twenty five Pounds which is very cheap, and doubts not but 'twill be for the Advantage of y.e Honoura.ble Company Likewise Some Medecines for the use of the Garrison and Inhabitants having none Such (or too Small a quantety) in the Surgeons Chests Sent Lately from England. M.r Bazett reported a Thursday Last That he had measured the Lands of Richard Gurling, John Bagly, Orlando Bagley and Walter Morris, and brought Plans thereof Accordingly. For that Severall People being very Remiss in not desireing Warrants for the Surveying their Lands already Inclos[..]. Ordered that the following Advertizem.t be Imedeatly Published by beat of Drum. Island St Helena. By Govern.r and Councill An Advertizem.t Whereas Severall People inhabiting Said Island have to Our Certain Knowledge Fenced in their Lands and Altho' 'tis now the Properest Time for measureing, yet few Such Persons hath made report thereof or desire Warrants for the Surveying Said Lands which if not Compleated betwixt this and the 25.th March Next the Honour.ble Lords Proprietors will Loose great Part of their just Rents & Revenues, To prevent which and other Inconviniencies. These are to require and Comand all & Every Person to make their Appli cation for Warr.ts to measure their respective Lands already Fenc'd in, between the day of Date hereof and the 20.th Insuing that Deeds & Leases may be made and given out Soone after And whosoever is found Wanting or Remiss herein may Expect their Lands to be Lyable to a Seisure Wherefore all Persons are to take Notice Accordingly. Dated at y.e United Castle in James Valley this 24.th day of November 1712. Sign'd p.r order of Govern.r & Councill p.me. J.n Alexander Cl.k Coun.ll	The council ordered that whatever bread and flour remained from the cargoes of the *Toddington* and the *Thistleworth*, set aside for the general table, be sold off at the usual rate. The governor reported that he had bought an eight-oared boat from Captain Lesly, with masts, sails, anchor and all the gear, for £25 0s 0d. The price was a low one, and he had no doubt it would prove to the Company's advantage. He had also bought some medicines for the garrison and the inhabitants, because the surgeons' chests sent lately from England carried none of the kinds wanted, or too small a quantity of them. Mr Bazett had reported on the previous Thursday that he had measured the lands of Richard Gurling, John Bagley, Orlando Bagley and Walter Morris, and had brought in plans of each. Several people had been slow to apply for warrants to have their already enclosed lands surveyed. The council ordered the following advertisement to be published at once by beat of drum. Island of St Helena. By the governor and council. An advertisement. Several inhabitants of the island were known to have fenced in their lands. Though this was the proper time for measuring, few of them had reported the work or asked for warrants to have the lands surveyed. Unless the surveys were finished between the present date and 25 March 1713, the Honourable Lords Proprietors would lose a large part of their lawful rents and revenues. To prevent this and other inconveniences, the council required every person who had already fenced his land to apply for a warrant to measure it between the date of the advertisement and 20 December, so that deeds and leases could be drawn up and issued shortly after. Anyone found slow or remiss would have to expect his land to be liable to seizure. All persons were to take notice accordingly. Dated at the United Castle in James Valley, 24 November 1712. Signed by order of the governor and council, by me, John Alexander, clerk of the council. **Interpretations** The sale of the residue of the *Toddington* and *Thistleworth* bread and flour shows how the council managed the stocks of staple foodstuffs through the year. Bread and flour from the previous season's two ships had been held back for the general table, that is, for the supply of the senior establishment at the castle. With a fresh consignment now landed from the *Abingdon*, the older stock was released for general sale at the usual rate. The arrangement avoided waste and gave the inhabitants access to the surplus once the establishment's needs were covered. Bazett's report on the lands of Gurling and the two Bagleys and Morris, with plans of each, is striking because it is dated to the Thursday before this consultation, that is, after his dismissal on 2 October. The council had ordered at the time that his salary be withheld until he had measured the lands for which he had already received warrants. The arrears of measurement noted in the dismissal order included these very holdings. Bazett had thus continued the surveying work, brought in plans, and made his report, all under the pressure of the withheld pay. The mechanism set up at the dismissal had achieved its purpose. The advertisement requiring every fencer to apply for a warrant to measure his land by 20 December, with

BL Image No.	Document No.	OCR Transcription	Modern Interpretation
			the surveys to be completed by 25 March 1713, shows the council's working programme to clear the backlog of unmeasured holdings. The 25 March date was the end of the old administrative year and a natural reckoning point for rents and revenues. The threat of seizure for failure to apply was the council's standard sanction against landholders who did not regularise their possession through the proper channels. Without survey, no deed or lease could be issued, and without a deed or lease, no rent was payable to the Lords Proprietors. The advertisement made the connection between the tenant's title and the proprietor's revenue explicit. **Speculations** The governor's private decision to buy the boat and the medicines from Captain Lesly, and to report the purchases to the council after the event, suggests that the governor was acting on his own authority where opportunity required quick action. Both items were brought from a visiting captain whose ship would sail again before any consultation could deliberate the purchase. By treating the council as the body to be informed rather than asked, the governor preserved the chance to acquire goods that the Company needed and could not easily obtain from London. The price of £25 0s 0d for a fully fitted eight-oared boat suggests Lesly was selling a craft surplus to the *Abingdon*'s needs, perhaps a working boat he had bought speculatively in England for sale in the East.
264	264	Island St Helena. At a Consultation Held on Tues day the 9.th day of Decemb.r 1712 At the United Castle in James Vally. Benj:n Boucher Esq.r Govern.r J.no Pack Deputy Govern.r Pres.t Matt.ew Bazett 3.d in Coun.ll Thom.s Cason M.r French } Asistants According to an Order of Councill bearing date the 24.th of Novemb.r Last Lieut.t Thomas Cason reports this day That he (with Henry Francis and Gabruill [..]on[..]ll free Planters) had bin and Taken an Account of the Hono.ble Companys Stock of Cattle, Provissions &c. which are as followeth. Neet Cattle viz.t Bulls 14 Cows 92 Bullocks 18 Heifers 35 Steers 38 Yearlings 42 Calves 53 292 An Acco.t of Swine, Poultry, &c. Boars 1 Sows 8 Barrows 1 Shoats 14 Piggs 29	Island of St Helena. At a consultation held on Tuesday 9 December 1712 at the United Castle in James Valley. Present: Benjamin Boucher Esquire, governor. John Pack, deputy governor. Matthew Bazett, third in council. Thomas Cason and Mr French, assistants. In accordance with the council's order of 24 November, Lieutenant Thomas Cason reported this day that he, together with Henry Francis and Gabriel [...], free planters, had taken an account of the Honourable Company's stock of cattle, provisions and other items. The figures stood as follows. Cattle Bulls 14 Cows 92 Bullocks 18 Heifers 35 Steers 38 Yearlings 42 Calves 53 Total 292 Swine Boars 1 Sows 8 Barrows 1 Shoats 14 Pigs 29 Total 53 Turkeys Turkey cocks 9 Turkey hens 18 Pullets 1 Chickens 63 Total 91 Dunghill fowl Cocks 9 Hens 15 Pullets 8 Chickens 47 Total 79 **Interpretations** The return of Matthew Bazett to the council as third in council, fewer than ten weeks after his dismissal from the Company's service on 2 October, is the most

BL Image No.	Document No.	OCR Transcription	Modern Interpretation
		53 Turkey Cocks 9 Ditto Hens 18 Pullets 1 Chickins 63 91 Dunghill fowles viz.t Cocks 9 Hens 15 Pullets 8 Chickins 47 79	striking feature of this consultation. The order of 2 October had cut him from the council, stripped him of his commission as lieutenant, stopped his salary at the store, and required Ensign Alexander to demand his commission from him. He had been put outside the establishment entirely. He now appears as a sitting councillor in the third rank, attending alongside the governor, the deputy governor and the two assistants. No order of reinstatement is recorded between the two dates in the consultations shown. The reappearance is consistent with the conditional structure of the Court of Directors' original confirmation, set out in paragraph forty-five of the general letter read on 2 October. The Court had confirmed Bazett as fifth of council if the council on the spot found him deserving and not guilty of the charges against him. The dismissal had been the council's exercise of that condition against him. His return suggests that the position had now been reversed, either by a fresh judgement of the council on the spot or by a further instruction received since the *Abingdon*'s arrival, which had been read into the consultations of November. The figure of third in council, rather than fifth, indicates that the deaths and removals among the senior establishment over the past months had also raised him in seniority. The two free planters Henry Francis and Gabriel [...] are named as the men who assisted Cason in taking the account. The use of two planters alongside the lieutenant in charge of the plantations gave the count the same independent character as the valuation of Long's acre, where one valuer was chosen by each side. By bringing planters in as counters of the Company's stock, the council ensured that the figures could be vouched for by men outside the Company's own service. **Speculations** The restoration of Bazett to the council as third in council, after a dismissal that had removed him from the Company's service entirely, suggests that the council found itself unable to do without him. The dismissal order of 2 October had been issued in unusually full terms, with four charges against the man and a complete severance from office. Yet by early December he is sitting again at the third place in council, and his measurement work on the Gurling and Bagley lands has been received by the council without comment on his standing. The combination of the small establishment, the recent deaths of two senior officers, the governor's failing health and Pack's earlier illness probably made his recovery to office a practical necessity rather than a formal vindication. With the senior establishment so thin, a working man who had cleared his arrears of measurement was worth more to the council than the principle on which he had been dismissed.
265	264a	Garrison D.r Navall and Garrison Stores 10/2 Batavia Arrack 8 3/4 Gall.ns for Master 2 12 6 Sugar 10.lb 58 Nayles 7 2.d 0:0:11 1.4 D.o 0:0:10½ 59½ 3 5 0 Fortifications D.r Navall and Garrison Stores 2 Gall. Oyle 7 Batavia Arrack 13 ½ Gallons	Garrison, debtor Naval and garrison stores £0 10s 2d Batavia arrack, 8¾ gallons for the master £2 12s 6d Sugar, 10 lb £0 5s 8d Nails, 7d £0 0s 11d Nails, 4d £0 0s 10½d £0 5s 9½d £3 5s 0d Fortifications, debtor Naval and garrison stores, 2 gallons oil £0 0s 7d Batavia arrack, 13½ gallons £4 3s 3d Cutlery ware £0 7s 8d Goa arrack, 4½ gallons £0 5s 3d Nails, 4d £0 1s 9d Nails, 6d £0 15s 6d Nails, 7d £0 10s 0d Nails, 4½d £0 4s 4½d Nails, 20d £0 5s 2d

BL Image No.	Document No.	OCR Transcription	Modern Interpretation
		4 3 3 Cutlary Ware 7 8 Goa Arrack 4 ½ Gall.s 5 3 Nayles 2 4 d 0:1:9 2 6 d 0:15:6 7 10 0:4:4½ 2 20 0:5:2 8 9½ Sugar 37.lb 5 4 8 Sugar Candy 4.lb 4 Blacks Cloathing 2 Suites 5 8 Unwrought Iron 1 Bar w.t 28 lb 2 6 Iron Mongers Ware 6 9 19 1½ Plantation D.r Salt. 3 Bushells 18 Blacks Cloathing 20 Suites 14 Rice 26 lb 4 4 Sugar 4 lb 2 8 Iron Mongers Ware 7 10 Brasiers Ware 10 6 Cutlary Ware 3 8 Tin Ware. 1 Dripping Pan 6 16 13 6 Sum Totall 182 1 5¼ M.r Daniel Griffith, and M.r Alexander Reported that the abstract of all Instructions, Laws Orders, and Consultation Books, will be Compleated by the Next Usuall Councill day. Two or three Young People being Lately Married made their application to the Governour for Plantations, the Governour desires to know of the Councill if they can tell where there is any Proper Place to Setle them in and make Plantations, who Say they know of None at Present. The Governour desires the Store keeper, and the Rest of the Councill to geve their Opinions how many Gallons of Strong Liquors, as Arrack, Brandy, p and Wine may be Expended in a Years time, and Sold after the Rate of 6.s a Gallon for Arrack and Brandy and 4.s a Gallon for Maclera Wine. It is their Opinions that at Least 50. Ton of Arrack, or Brandy and 10. Ton of Wine, and Sugar at 8. p.r lb 20. Ton. The **Margin Notes:** [..]th and M.r [..]n reports [..]use &c. will	£0 8s 9½d Sugar, 37 lb £5 4s 8d Sugar candy, 4 lb £0 0s 4d Blacks' clothing, 2 suits £0 5s 8d Unwrought iron, 1 bar weight 28 lb £0 2s 6d Ironmongers' ware £0 0s 6d £9 19s 1½d Plantation, debtor Salt, 3 bushels £0 18s 0d Blacks' clothing, 20 suits £14 0s 0d Rice, 26 lb £0 4s 4d Sugar, 4 lb £0 2s 8d Ironmongers' ware £0 7s 10d Braziers' ware £0 10s 6d Cutlery ware £0 3s 8d Tinware, 1 dripping pan £0 6s 0d £16 13s 6d Sum total £182 1s 5¼d Mr Daniel Griffith and Mr Alexander reported that the abstract of all the instructions, laws, orders and consultation books would be completed by the next regular council day. Two or three young people, lately married, had applied to the governor for plantations. The governor asked the council whether they knew of any suitable place at which the couples could be settled and given plantations. The council said they knew of none at present. The governor asked the storekeeper and the rest of the council to give their opinion of the quantity of strong liquors, that is arrack, brandy and wine, that could be sold in a year, at six shillings a gallon for arrack and brandy and four shillings a gallon for Madeira wine. In the council's opinion, at least fifty tons of arrack or brandy could be sold, with ten tons of wine, and twenty tons of sugar at eightpence the pound. **Interpretations** The store accounts charged to the garrison, the fortifications and the plantation give the working pattern of consumption in each of the three departments of the Company's establishment. The garrison's account is small, dominated by the master's allowance of Batavia arrack. The fortifications account is much larger and shows the heavy draw on the stores for the building works, with significant sums for arrack, sugar and nails of several different sizes. The plantation account stands at the largest of the three line totals and is dominated by clothing for the slaves and other goods supplied to them. The sum total of £182 1s 5¼d covers all three departments combined, which suggests these figures represent the monthly account brought in under the standing order of 25 November. The opinion that fifty tons of arrack or brandy and ten tons of wine could be sold in a year, with twenty tons of sugar at eightpence the pound, gives a measure of the working trade of the island in these items. The figures were given in answer to the governor's question and were intended to inform the next season's order from London. The Company's letters home would carry these projections forward so that the Court of Directors could ship the appropriate quantities in the following year's cargoes. The matter of the young married couples and their applications for plantations shows how the council managed the demand for new holdings on the island. Marriage brought the expectation of a separate establishment, which on the island meant a plantation of one's own. The governor's question to the council, whether any suitable place was known where new plantations could be made, and the council's answer that they knew of none at present, points to the practical limits of the island's settled ground. The proper places had been taken, and new applications could not readily

BL Image No.	Document No.	OCR Transcription	Modern Interpretation
		[..]ple[..]ed by [..]nt.t day. [..] Coupl[..]r [..] married [..] land to [..] Plantati[..]n. [..] r[..]s to know [..] quantety of [..]ll Sould a [..] Expence p [..]opinion	be accommodated without further survey or relinquishment. **Speculations** The council's frank statement that no proper place was known at present for new plantations suggests that the island's most desirable ground had reached the limits of straightforward expansion. Earlier consultations in this sequence had granted waste land at Sandy Bay, cabbage tree land at a distance from the main plantations, and small parcels adjoining existing holdings. The combination of these grants had absorbed the readily available ground. New applicants would have to wait for survey to identify further parcels, or for an existing tenancy to fall in. The position would shape the council's response to the marriages of the rising generation and the demand for separate establishments.
266	264b	[...]ble Companys Store from [...] of 25.th October to [...] Octob.r Inclusive 1709 £ s d Nailes Viz.t 1.2 2 ¾ 2.6 D.o 1 6 7.10 D.o 4 4½ 9.20 D.o 5 3 11 [..] Haberdashery Ware 4 13 2 Iron Mongers Ware 2 4 Shoes 10 15 8 Tinmans Ware 1 3 7 Stationary Ware 2 10 Hosiers Ware 3 12 1 Hatts 5 6 [.] Woollen goods 17 7 8 Cutlary Ware 4 16 2 Tobacco Pipes 1 9 Soap 5 4 6 Tobacco 44 4 [.] Provissions. 70.lb Flour 11 7 Salt 4 ½ Bushells 1 1 Red Seater. 1 1 6 Indeean Silk 4 ½ Oz 29 10 3 Arrack 98 3/8 Gall.s at 6 p.r Gallon 2 17 6 Romalls. 46 16 16 8 Sugar. 505 lb at 1 p.r 4 1 7 9 Rice 567 lb Linnen goods 2 p.s Chints 3 6 6 2 Necklcloths	The Honourable Company's store account, from 25 October to [...] October 1709 inclusive. Nails 1d £0 0s 2¾d 2½d £0 1s 6d 7d, 10d £0 4s 4½d 9d, 20d £0 5s 3d £0 11s [...] Haberdashery ware £4 13s 2d Ironmongers' ware £0 2s 4d Shoes £10 15s 8d Tinmen's ware £1 3s 7d Stationery ware £0 2s 10d Hosiers' ware £3 12s 1d Hats £5 6s [...] Woollen goods £17 7s 8d Cutlery ware £4 16s 2d Tobacco pipes £0 1s 9d Soap £5 4s 6d Tobacco, 44 lb £0 4s [...] Provisions, flour, 70 lb £0 11s 7d Salt, 4½ bushels £1 1s 0d Red sealing wax, 1 [...] £0 1s 6d Indian silk, 4½ oz £29 10s 3d Arrack, 98⅜ gallons, at 6s a gallon £2 17s 6d Romalls, 46 £16 16s 8d Sugar, 505 lb, at 1[...] the 4 [...] £1 7s 9d Rice, 567 lb [...] Linen goods, 2 pieces chints £3 6s 6d Necklcloths, 2 £1 9s 6d Stripes, 3 pieces £0 12s [...] Sugar candy, 12 lb £0 10s [...] Goa arrack, 46 gallons £6 6s [...] Hats out of shipping [...] £134 16s 3¼d Fort general table, debtor Haberdashery ware £0 1s 9d Batavia arrack, 32 gallons £9 12s 0d Sugar candy, 8 lb £0 8s 0d Vinegar, 3½ gallons £0 7s 6d Rice, 18 lb £0 3s 0d Salt, 2 bushels £0 12s 0d Sugar, 48 lb £1 12s 0d Stationery ware £0 4s 8½d Provisions, flour, 36 lb £0 7s 5d Pipes, ½ dozen £0 0s [...] Woollen goods £1 12s 6d Linen goods, stripes, 1 piece £0 6s 6d Cutlery ware £1 6s 3d Ironmongers' ware £0 0s 14d £17 10s 2½d Carried over £152 6s 8¾d **Interpretations** The store account before us is dated to October 1709, three years before the present sequence of consultations. The figure carried over of £152 6s 8¾d

BL Image No.	Document No.	OCR Transcription	Modern Interpretation
		1 9 6 3 p.s Stripes 12 [..] Sugar Candy. 12 10 [..] Goa Arrack 46 Gallons 6 6 [..] Hatts out of Shipping 134 16 3¼ Fort Generall Table D.r Haberdashery Ware 1 9 Batavia Arrack. 32 Gallons 9 12 [.] Sugar Candy 8 lb 8 [.] Vinegar 3 ½ Gallons 7 6 Rice 18 lb 3 [.] Salt. 2 Bushells 12 [.] Sugar 48 1 12 [.] Stationary Ware 4 8 ½ Provissions. 36.lb Flower 7 5 Pipes ½ Doz. [.] Woollen goods 1 12 6 Linnen goods. 1 p.s Stripes 6 6 Cutlary Ware 1 6 3 Iron Mongers Ware 14 17 10 2 ½ Carried Over 152 6 8¾ Brou[..]	represents the running total of one section of the store's outgoings during a single month, the larger part of which is the £134 16s 3¼d account of the upper section. The accompanying account for the Fort general table comes to £17 10s 2½d, and the two added together give the carried-over figure. The accounts represent the store's working record of issues for the month in question. The first account, with its assortment of nails, haberdashery, shoes, hats, woollens and other dry goods, alongside spirits, sugar, rice, flour and Indian silks, is not described as charged to any one department. The mix of goods, with Indian silk and romalls listed beside arrack and sugar candy on one side, and shoes, hats and woollens on the other, suggests this is a general account of issues from the store to the wider population of the island. The presence of romalls in some number, a kind of cotton handkerchief or kerchief imported from India, together with chints and stripes, points to the store's role in supplying imported cloth and clothing items to the inhabitants. The price of arrack at six shillings the gallon, confirmed by both this 1709 account and the 1712 projection, shows the stability of this rate over three years. The same is true of sugar, which is here listed at the table account at £1 12s 0d for 48 lb, giving a rate of eight pence the pound, which is the rate also quoted in the 1712 projection for the year's anticipated sales of sugar. **Speculations** The mixture of high-value Indian goods, silks, chints, romalls and stripes, alongside the ordinary garrison stores of nails, soap, hats and shoes in the upper account, suggests that the Company's store on the island operated as both a working warehouse for the establishment and a general shop for the inhabitants. A planter visiting the store could buy a piece of chints alongside a pound of sugar or a length of cordage, all from the same monthly issue. The arrangement gave the Company a near-monopoly on the supply of manufactured and imported goods on the island, with the prices set centrally and the issues recorded against the store's books.
267	265	Ducks 9 Geese 18 Goslings 6 33 Sheep 40 Lamb 1 41 An Account of Yams in y.e Severall Plantations viz.t In Hutts Plantation viz.t Grown yams 25000 Newly Planted 57000 82000 Hunts Plantation Grown Yams 48000 Newly Planted 24000 72000 Marshes Plantaion Grown Yams 36000 Half grown 22000	Ducks 9 Geese 18 Goslings 6 Total 33 Sheep 40 Lamb 1 Total 41 An account of yams in the several plantations. Hutt's plantation Grown yams 25,000 Newly planted 57,000 Total 82,000 Hunt's plantation Grown yams 48,000 Newly planted 24,000 Total 72,000 Marsh's plantation Grown yams 36,000 Half-grown 22,000 Total 58,000 Harding's Gut, Reem and Coles Gut, newly planted 110,000 Lukin's plantation Grown yams 114,000 Young yams 23,000 Total 137,000 Tweedale's plantation, yams newly planted 25,000 New ground Grown yams 45,000 Newly planted 7,000

BL Image No.	Document No.	OCR Transcription	Modern Interpretation
		58000 In Hardings Gutt, Reem and Coles Gutt Newly Planted 110000 Lukins Plantaion viz.t Grown yams 114000 Young ditto 23000 137000 Tweedales Plantaion Yams newly Planted 25000 New ground viz.t Grown Yams 45000 Newly Planted 7000 52000 Totall. 536000 Thomas	Total 52,000 Total 536,000 **Interpretations** The poultry section completes the bird counts of the 9 December return. Ducks are reported at nine, geese at eighteen, and goslings at six, giving a total of thirty-three waterfowl. The sheep account, taken separately, stands at forty sheep and one lamb, a total of forty-one. The flock is small by comparison with the cattle and pig herds and is dominated by mature animals, with a single lamb representing the season's increase recorded in the count. The narrow margin of increase suggests the flock was being maintained at a steady size rather than expanded. The yam account at the seven listed plantations totals 536,000 plants. This is the count of yams standing in the ground at the Company's plantations on the day of the survey, broken down by maturity. The categories of grown, half-grown, young and newly planted reflect the working stages of the yam crop, from a fresh planting through to a plant ready for lifting. The same vocabulary of yam counting appeared at the Knipe legacy entry of September, where a plantation was valued by its standing crop of 30,000 yams, and the comparison places that holding at well under a tenth of the present Company total. Aggregating across the account, the 536,000 yams break down approximately into 268,000 grown, 22,000 half-grown, 23,000 young, and 223,000 newly planted. The remainder of the totals are accounted for in the new ground and the named gut plantings, which share their categories. The balance between grown plants ready or close to ready for lifting, and newly planted plants at the start of the cycle, is roughly even. The Company's plantations were thus carrying a working stock of mature yams to draw on while replanting at a comparable scale for the next cycle. **Speculations** The pattern of the yam plantings across the Company's holdings suggests a deliberate staggering of the crop cycle by plantation. Hunt's and Lukin's plantations carry the bulk of the grown stock, while Hutt's plantation and the Harding's Gut, Reem and Coles Gut grouping carry the bulk of the newly planted. The arrangement gave the Company a rolling supply of yams ready to lift while the next cycle was already in the ground, so that the establishment and the visiting ships could be fed continuously rather than seasonally. The figures do not look like the result of accident but of a working plan to keep mature yams always available somewhere in the holdings.
268	266	Thomas Swallow Free Planter Presented a Petition this day Setting forth therein That Sometime Since he was ordered by the former Govern.r to keep and Maintaine Susanna Dufton a Girle, who haveing a black boy belonging to her now with the Widdow Leech desires he may be Delvered to him towards the bringing up and Maintaining Said Girle. Ordered. That the Executor Jonathan Dufton be discoursd with about the Disposall and puting out Said Girle, and then the Said Swallow to have his Answer. John Long Free Planter Humbly Petitiond Praying to Hier about three Acres of the Honour.ble Companys Wast Land Lying under the high Water fall at head of James Valley. Charles Steward Free Planter Presented his Petitieon Setting forth therein	Thomas Swallow, free planter, presented a petition stating that some time before, the former governor had ordered him to take and maintain Susanna Dufton, a girl. A black boy belonging to her was at present with the widow Leech, and Swallow asked that the boy be delivered to him, to help with the upbringing and maintenance of the girl. The council ordered that Jonathan Dufton, the executor, be spoken with about the disposal and placing of the girl, and that Swallow then have his answer. John Long, free planter, petitioned to rent about three acres of the Honourable Company's waste land, lying under the high waterfall at the head of James Valley. Charles Steward, free planter, presented his petition. He had received, some time before, three bills of exchange signed by the former government and drawn payable by the Honourable Company to him or his order for £156 13s 3d. He had received the bills from Captain Richard Sewell, who had endorsed them over to him. The general letter sent home from the island had recorded the sum as £136 13s 3d. He asked

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		That Some time Since he had three bills of Exchange Signd by former Governm.t and Drawn payable by the Hono.ble Companee to him or order for the Sume of One Hundred Fifty Six Pound thirteen Shillings and three Pence but instead thereof as A drey from Cap.t Richard Sewell who Indorsd the bills over to mentieon was made in the Generall Letter from this Place but of One Hundred thirty Six Pounds thirteen Shill. & three Pence, wherefore desires we would please to Rectifie that Misstake in our next Letter to England, or order payment to be made him here. Thomas Southen Serjant Humbly Petitiond Praying to become Tennant to the Honour.ble Company for about Ten Acres of their Waste Land Lying under the high Peak, for a Pasture to keep his Cattle a Live in dry weather having a Preserv[..] none at all. Hugh Bodley Free Planter Presented his Petition Setting forth That M.r Griffith and M.r Dufton Execu.rs to the Last Will and Testam.t of William Dufton he, by the Consent and Approbation of the Former Governour Did put Elizabeth Dufton a Girle about Ten or Twelve years of age, as an Apprentice to him 'till She Came to Eighteen years of age, or Marreiage who Liv'd with him about Four years, then desented his Servi[..]e and Lives now an Idle Loose Life with her Mother Wherefore desires She may be ordered to return to his Service againe. John Nichols Free Planter Petitiond Humbly Praying to become Tennant to the Honour.ble Company for a Parcell of their Waste Land next adjoyning to his own Land at head of Old Womans Valley to Enlerge his Pasture, for y.e Preservatieon of his Stock of Cattle.	the council either to correct the error in the next letter to England, or to order the payment to be made to him on the island. Thomas Southen, sergeant, petitioned to become tenant to the Honourable Company for about ten acres of their waste land, lying under the High Peak. He wanted it as a pasture to keep his cattle alive in dry weather, having no reserve of his own. Hugh Bodley, free planter, presented his petition. Mr Griffith and Mr Dufton, executors to the last will and testament of William Dufton, had, with the consent and approval of the former governor, put Elizabeth Dufton, a girl of about ten or twelve years of age, as an apprentice to Bodley until she reached the age of eighteen or married. She had lived with him for about four years, and had then left his service, and was now living an idle and loose life with her mother. Bodley asked the council to order her to return to his service. John Nichols, free planter, petitioned to become tenant to the Honourable Company for a parcel of their waste land adjoining his own land at the head of Old Woman's Valley. He wanted it to enlarge his pasture and so to preserve his stock of cattle. **Interpretations** The Swallow petition reveals the working arrangement under which orphaned or otherwise unprovided children were placed in the households of free planters. Susanna Dufton, identified by the same surname as the executor Jonathan Dufton and the testator William Dufton, had been placed with Swallow by the former governor's order. The council treated the placement as a maintenance arrangement, with the planter undertaking the care of the child in return for a measure of compensation. The black boy belonging to the girl, evidently a slave forming part of her inheritance, was now sought by Swallow as a contribution to that maintenance. The boy was at present with the widow Leech, into whose hands he had probably come through some intermediate arrangement following the deaths in the Dufton family. The Steward petition shows how bills of exchange drawn on the Honourable Company in London operated as a means of remitting money from the island. Steward had received three bills, signed by the previous administration on the island, drawn payable to him or his order for a stated sum. The bills had reached him through Captain Sewell, who had endorsed them over to him. The general letter sent home by the island recorded the sum at twenty pounds less than the bills. The mismatch raised the prospect that when the bills reached London for payment, the Court of Directors would honour them only for the smaller sum recorded in the council's correspondence. The Bodley petition shows the workings of an apprenticeship of a child under the supervision of the council and the executors of her father's estate. Elizabeth Dufton, identified as a daughter of the William Dufton whose executors were Mr Griffith and Mr Dufton, had been apprenticed to Bodley at about ten or twelve years of age, under an arrangement to last until she reached eighteen or married. The four years she had served, taken with her present age, would put her around fourteen or sixteen and still well within the term of the indenture. Her departure from Bodley's service before that point was a breach of the apprenticeship, and Bodley was seeking the council's order for her return. **Speculations** The Bodley petition, with its complaint that Elizabeth Dufton had left her service after four years to live with her mother, suggests that the original apprenticeship arrangement had been made over the mother's wishes. The placement of the girl with Bodley by the executors with the former governor's approval,

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			rather than with the mother, points to an estate in which the executors and the surviving parent did not share the same view of the child's upbringing. The girl's return to her mother's house after four years suggests that she or her mother had acted on an opportunity, perhaps the change of administration on the island, to recover her from the apprenticeship. The council's enforcement of the apprenticeship against this background would determine where the girl was to spend the remainder of her minority.
269	267	Mary Connoway widdow presented her Petition Humbly praying That her brother John Coles might be Examined to prove her right & Title to a Small Peice of ground in Chappell Valley wheron was formerly a House built, Since fallen to decay and given her upon Marreiage w.th her first Husband by Anne Coles her dec.d Mothers. John Coles being Examined declares That to his certain knowledge She knows, the aforesaid ground and House was by his mother Anne Coles bought of one John Starling Since gone off the Island and that the payment was made in Cattle and that y.e Same was given his Sister upon Marreiage w.th her first Husband Isaac Leech who Enjoy'd the Said House Peaceably for many years. Mary Hoskison wid.o Presented her Petition Setting forth wherein That She had Fenced in a Parcell of Land at the head of Lemon Valley and for the convenience of fencing hath Enclos'd Some that's barren and of no manner of use Wherefore desires the Same may be thrown out and the remainder Surveyd as also that Land She hires of the Hono.ble Company Lying under the high Peak with forty five Acres more of Bonnamans Land, being ready & fence for Measureing. Sarah Griffith wid.o Petition'd this day Setting forth that She had Fenced in a Peice of Land her dec.d Husband Daniel Griffith had granted him adjoyning to Beals Orphans Land desireing the Same may be Measured. The foregoing Petitioners are Answered as followeth. To Thomas Swallows Petition it is answer'd That if Jonathan Dufton the only Surviveing Executor and Trustee to the Estate of his dec.d Father is willing to give his consent That the Said Swallow have an order for the black boy now with the widdow Leech. Ordered That John Longs request be granted, Provided he fences the Said Land before he Turns any Hoggs there to hinder their comeing upon the half way tree Common or to Prejudice any of the Neighbours. Ordered That the Store keeper Examine into Charles Stewards Account and the Generall Letter wherein Advice was given about the Bills of Exchange he mentions in his Petitieon, be also perused, and if the Misstake is found true, He Shall have Credit for y.e Sume of Twenty Pound in his Account here. In Answer to Serj.t Southens Petition Wee don't think it Proper for y.e Honoura.ble Comp.as Interest to Lett any more of their Common under or nigh the high Peak, they having Severall head of Cattle there, at this time and is of great Bennefitt to them in dry weather than the amount of the Rent. That John Nichols be Answered after the Same Manner, for reasons aforesaid.	Mary Connoway, widow, presented her petition. She asked that her brother John Coles be examined to prove her right and title to a small piece of ground in Chapel Valley, on which a house had formerly been built. The house had since fallen into decay. The ground had been given to her on her marriage to her first husband by Anne Coles, her late mother. John Coles, examined, declared that to his certain knowledge the ground and the house had been bought by his mother Anne Coles from one John Starling, who had since left the island. Payment had been made in cattle. The ground had been given to his sister on her marriage to her first husband Isaac Leech, who had occupied the house peaceably for many years. Mary Hoskison, widow, presented her petition. She had fenced a parcel of land at the head of Lemon Valley, and for the sake of a sound fence had taken in some ground that was barren and of no use. She asked that the barren ground be thrown out of the enclosure and the remainder surveyed. She also asked that the land she rented from the Honourable Company under the High Peak, together with a further forty-five acres of Bonnaman's land, be measured. All this ground was ready and fenced for measuring. Sarah Griffith, widow, petitioned that the council have surveyed a piece of land which her late husband Daniel Griffith had been granted, adjoining Beal's orphans' land, and which she had fenced. The petitioners were answered as follows. To Thomas Swallow, the council answered that if Jonathan Dufton, the only surviving executor and trustee to the estate of his late father, were willing to consent, Swallow should have an order for the black boy now with the widow Leech. The council ordered that John Long's request be granted, provided he fenced the land before turning any pigs onto it, so that they did not stray onto the Halfway Tree common or harm any of the neighbours. The council ordered that the storekeeper examine Charles Steward's account, and that the general letter in which the bills of exchange were notified be looked over. If the mistake was found to be as Steward stated, he should be credited with the sum of £20 0s 0d in his account on the island. In answer to Sergeant Southen's petition, the council judged that it was not in the Honourable Company's interest to let any more of their common under or near the High Peak. The Company had several head of cattle there, and the value of that pasture in dry weather was greater to the Company than the rent it would bring. John Nichols was answered in the same way, for the same reason. **Interpretations** The Connoway petition reveals the workings of property title on the island in the absence of formal deeds. Mary Connoway claimed a piece of ground in Chapel Valley on which a house had once stood, given to her by her late mother on the occasion of her first marriage. She had no written deed to rely on. The council's procedure was to examine her brother John Coles, who was able to recount the history of the ground at first hand. He gave evidence that their mother

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			had bought the piece from one John Starling, since departed from the island, and had paid for it in cattle. The ground had then been given to his sister on her marriage to Isaac Leech, who had held it without dispute for many years. The chain of title was thus established by sworn family memory rather than by document, and the long peaceable possession of the previous owner was treated as confirmation of the gift. The Hoskison petition shows the practical difficulty of fencing on the island's terrain. Mary Hoskison, the widow of the Captain George Hoskison reported dead at the 26 September consultation, had taken in some barren ground inside her fence at the head of Lemon Valley because the lie of the land made it easier to run the fence over that ground than around it. She now asked the council to throw out the barren ground from the survey and to confirm her in the productive part. The request reveals how survey could be used to adjust the fenced area to the useful area, leaving the marginal ground inside the line but outside the title. The Company's revenue, paid by acreage of confirmed holding, would thus rest on the productive ground only. Southen's request for ten acres under the High Peak is refused. The council's reasoning is that the Company itself was using the ground for its own cattle in dry weather, and that the rent on such a tenancy would be less than the value of the pasture to the Company. The refusal is significant because it shows the council distinguishing between waste land that could be granted to a tenant and common land that the Company was actively using for its own herds. Land near the High Peak fell into the second category. The 9 December cattle return had shown 292 head of Company cattle, and the use of the High Peak as a dry-weather reserve for that herd is here made explicit. **Speculations** The council's refusal of Southen's and Nichols's petitions on the explicit ground that the Company itself was using the pasture, and that the value of the dry-weather grazing was greater than the rent it would bring, is striking against the willingness to grant Cason's similar petition at the 2 September consultation. The difference is the location. Cason's cabbage tree land lay several miles from any of the Company's other plantations, and was of no use to the Lords Proprietors. Southen's and Nichols's parcels lay close to the Company's own cattle ground. The council was thus operating a working test of opportunity cost: waste land at a distance from Company use could be granted out, but ground that the Company was actively using had to be retained, even at the cost of refusing officers and planters who had cattle to keep.
270	268	In Answer to Hugh Bodleys Petition It is our opinion that Govern.r Roberts ordered the Girle to be put out Else where upon his being too Severe to her, And that She Continue with her Mother being well Asur'd that if She were return'd to the Said Bodley he would use her more Severe than formerly. To Mary Connoways Petition It is answered That Hatton Starling Son & Heir of John Starling of whome her Mother bought the ground & House be askt before Sufficient Witnesses whether he pretends any Claime thereto, and if not (as we beleive he can't) we think her Title to be good & Sufficient to alienate the Same to whome She pleases. In answer to Mary Hoskisons Petition. It is Ordered That a Warrant be Issued out to the Surveyor in order to the measureing the Land She Lately Hir'd of the	In answer to Hugh Bodley's petition, the council judged that Governor Roberts had ordered the girl to be placed elsewhere because Bodley had been too severe with her. She was to remain with her mother. The council was satisfied that if she were sent back to Bodley, he would treat her more harshly than before. In answer to Mary Connoway's petition, the council ordered that Hatton Starling, son and heir of John Starling, from whom her mother had bought the ground and house, be asked, before sufficient witnesses, whether he claimed any right in the property. If he claimed none, as the council believed he could not, her title would be sufficient for her to dispose of the ground to whomever she pleased. In answer to Mary Hoskison's petition, the council ordered that a warrant be issued to the surveyor to measure the land she had lately rented from the Honourable Company, together with the land belonging to her daughter Elizabeth Bowman. As to her own freehold land, the surveyor and Lieutenant Cason were to view it together, to determine whether the ground

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		Honoura.ble Company as Likewise that belonging to Elizabeth Bowman her daughter and as to her own Proper Land. That to be view'd by the Surveyor and Lieutent.t Cason, to See whether that Land She calls barren be realie So, or not, and whether it ought or any reason for it being thrown out or no. In answer to Sarah Griffiths Petition. Ordered that a Warrant be Issu'ed out to the Surveyor for measureing the Land granted her Husband Griffith, &c. Ordered. That the First Tuesday in Every month be Held as Councill day for to heer and Determine the Generall affairs of the Island, and that those People that has any business Depending do bring in their Petitions the day before, And that An Adver tisement be Published to give Notice Accordingly. The Governour Says he beleives the Lime that is already made and that a makeing will be more than the Company will have present Occasion for, and Severall of the Inhabitants being in want of Lime. Ordered. That it be Sold out at the Lime kiln in Sandy bay for Eighteen Pence per Bushell and at the Castle for two Shillings and Six Pence p.r Bushell. Jonathan Dufton Mentioned in the case of Thom.s Swallows Petition, being Sent for gave his Consent freely that the black boy be remov'd from y.e Widdow Leech, and Putt to the Said Swallow With the Girle. The following Persons viz.t Sutton Pack Sen.r James Draper Simon Whedey Mary Hoskison Sarah Griffith John Long Frances Goodwin, Francis Wrangham, Wranghams orphans Joshuee Johnson Eliz. Johnson and Robin Wells Humbly desired their Lands might be Measured it being Fenced in According to the Hono.ble Companys orders. Ordered.	she called barren was really so, and whether there was good reason for it to be thrown out of the survey or not. In answer to Sarah Griffith's petition, the council ordered that a warrant be issued to the surveyor to measure the land granted to her late husband Griffith. The council ordered that the first Tuesday of every month be held as a council day for hearing and deciding the general affairs of the island. Anyone with business pending was to bring in his petition on the day before. An advertisement was to be published giving notice of the arrangement. The governor said he believed the lime already made, and the lime now in production, would be more than the Company would presently need. Several of the inhabitants were in want of lime. The council ordered that the lime be sold at the kiln in Sandy Bay at one shilling and sixpence the bushel, and at the castle at two shillings and sixpence the bushel. Jonathan Dufton, named in the Swallow petition, was sent for and freely gave his consent that the black boy be moved from the widow Leech to Swallow, to be put with the girl. The following persons asked that their lands, now fenced according to the Honourable Company's orders, be measured: Sutton Pack senior, James Draper, Simon Whedey, Mary Hoskison, Sarah Griffith, John Long, Frances Goodwin, Francis Wrangham, Wrangham's orphans, Joshua Johnson, Elizabeth Johnson and Robin Wells. **Interpretations** The Bodley decision is the most striking outcome of this consultation. The council, faced with an apprenticeship master seeking the return of his runaway apprentice, refused the application not on procedural grounds but on the substantive ground that the master had been too severe with the girl. The earlier order of Governor Roberts to remove her from Bodley's house was treated as the controlling authority, and the council was satisfied that her return would expose her to worse treatment than before. The decision protects the girl against a renewed apprenticeship and confirms the previous governor's intervention. The introduction of the first Tuesday of every month as a fixed council day is a significant administrative reform. Up to this point the consultations in this sequence have been held at irregular intervals, on Tuesdays, Thursdays, Fridays and Mondays as business required. A fixed monthly meeting day for general affairs would regularise the work of the council, give the inhabitants a known forum for their petitions, and place the council's hearings on a predictable timetable. The requirement that petitions be brought in the day before would allow the council to read them in advance and to consider them at the meeting itself rather than receiving them across the desk on the day. The lime order shows the council acting both as the Company's producer and as the regulator of the local market for a building material. Lime was burnt at the kiln in Sandy Bay from coral and shell, and was needed for mortar and whitewash. The Company's own programme of fortifications and building, recurring in earlier consultations, consumed substantial quantities. The governor's judgement that the supply was now more than the Company would presently need allowed the surplus to be released to the inhabitants. The two prices, one shilling and sixpence the bushel at the kiln and two shillings and sixpence the bushel at the castle, reflect the cost of transport from the kiln to the castle and place the lower price on the bushel taken away by the buyer himself. The hundred per cent mark-up at the castle covered the freight and handling.

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			Speculations The fixing of the first Tuesday of every month as a council day, taken together with the advertisement requiring applications for warrants by 20 December, suggests the council was rebuilding its administrative routine after the disruptions of the year. The deaths of Hoskison and Griffith, the illnesses of the governor and Pack, the dismissal and return of Bazett, and the appointment of Cason and French as assistants had thrown the working pattern out of regular shape. A fixed monthly meeting day, with a known procedure for petitions, would restore predictability to the work of the council and reduce the burden of calling special sittings for the volume of business the year had produced.
271	269	Ordered. That Warrants be Issued out to M.r Bazett, to measure the Said Persons Lands According to their desire.	The council ordered that warrants be issued to Mr Bazett to measure the lands of the persons named, in accordance with their request. **Interpretations** The renewed issue of warrants to Mr Bazett, rather than to the surveyor John Welch appointed under oath at the 14 October consultation, completes the picture of Bazett's full restoration to the senior establishment. He sits at this consultation as third in council, and now also resumes the surveyor's function for which his successor was sworn in only weeks before. The order makes no reference to Welch, and no explanation is given for the choice. The practical effect is that Bazett, dismissed in early October with his salary withheld until he completed his outstanding warrants, is by mid-December receiving fresh warrants for a batch of twelve new measurements. The order extends the working programme of survey arising from the advertisement of 24 November, which had required all fencers to apply for warrants by 20 December and to have their surveys completed by 25 March 1713. The twelve named applicants in the previous entry are now placed in Bazett's hands for measurement. The arrangement gives him a substantial body of work in the first months of the new year, with the deadline of 25 March 1713 providing the time within which the warrants are to be executed and the resulting plans brought back to the council. The position of Welch in this arrangement is not stated. He may have continued in office alongside Bazett, with the latter taking the volume of survey work as third in council and the former handling any further or smaller commissions. The two may have shared the field according to the council's direction. The records before us do not show Welch being relieved of his oath or his office, so his standing as the council's sworn surveyor would have remained in place. **Speculations** The full reinstatement of Bazett, from dismissal in early October to third in council and bearer of fresh survey warrants by mid-December, traces an unusually rapid recovery from a categorical removal. The deaths and illnesses of the senior establishment, the immediate need to complete the season's survey programme, and Bazett's clearing of his outstanding warrants combined to make his restoration both possible and useful to the council. The episode shows the working flexibility of the island's small government when set against the rigid form of its formal orders.
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